

Products Liability Insurance Policy

ENDORSEMENTS AND CLAUSES

The following clauses and/or endorsements shall be attached to the policies whenever applicable -

1. TECHNICAL COLLABORATION INCLUSION CLAUSE

It is agreed that this policy is extended to include the legal liability of (hereunder referred to as the collaborator) with respect to the technical Collaboration Agreement between the named Insured and the Collaborator. The declarations, insuring agreements, all definitions, exclusions, terms, conditions and limit of indemnity of this policy otherwise remain unchanged.

No claim shall be payable under this policy unless the cause of action arises in India and the liability to pay claim is established against the Insured in an Indian Court, except for the claims in respect of exports of products covered under the Policy. It is further agreed and understood that only Indian Law shall be applicable to actions brought in India.

2. VENDOR'S CLAUSE

It is agreed that

The "persons insured" provision is amended to include any person or organization designated below (herein referred to as 'vendor') as an insured but only with respect to the distribution or sale in the regular course of the vendor's business of the named insured's products designated below subject to the following additional provisions:

1. The insurance with respect to the vendor does not apply to -
 - A. Any expressed warranty or any distribution or sale for a purpose unauthorised by the named insured.
 - B. Bodily injury or property damage arising out of :
 - (I) Any act of the vendor which changes the condition of the products.
 - (II) Any failure to maintain the product in merchantable condition.
 - (III) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products, or

- (IV) Products which after distribution or sale by the named insured have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (V) Any fittings and/or manual work additions and alterations of whatsoever nature carried out to the product by the vendor.
- C. Bodily injury or property damage occurring within the vendor's premises.
2. The insurance does not apply to any person or organisation, as insured from whom the named insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.

3. NORTH AMERICAN JURISDICTION EXTENSION CLAUSE

Where the Insured has requested an extension to the Operative Clause for indemnity to be granted in respect of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) such extension is only granted where so stated in the Schedule to the Policy and where a specific amount has been entered against 'Applicable Excess', and where a specific date has been entered against "Retroactive Date" in the Schedule under the heading "North American Jurisdiction". Acceptance by the Insured of this policy is deemed to be acceptance of the above conditions as precedent to the granting of indemnity against such North American Jurisdiction.

In consideration of the granting of such indemnity, the Insured agrees to accept the following terms and exclusions in respect of any such judgement, award or settlement:

- 1. The indemnity does not apply to awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.
- 2. The Company shall not be liable for the amount shown as the Applicable Excess in the Schedule, being the first amount of each and every claim. For the purpose of this sub-clause (2) "Claim" shall be deemed to include compensatory awards, claimants' costs, fees and expenses and associated defence costs.
- 3. The indemnity does not apply to claims arising out of injury and/or Damage occurring prior to the Retroactive Date stated in the Schedule under the heading "North American Jurisdiction". Provided always that in the event of any injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance and where the Insured and the Company cannot agree when the injury or Damage occurred, then:
 - (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury;
 - (b) Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

Subject in all other respects to the terms and exclusions of the Policy which shall not be deemed in any way whatsoever to over-ride, modify or alter any of the specific terms and exclusions applicable to this Extension Clause.

4. ASBESTOS EXCLUSION CLAUSE

This insurance does not apply to bodily injury or property damage, including any kind of consequential economic loss, resulting from the existence, handling, processing, manufacturing, sale, distribution, storage or use of

1. Asbestos products and/or asbestos which is contained in any product.
2. Substitutions of asbestos and/or products containing substitutions of asbestos.

5. TERRORISM DAMAGE EXCLUSION WARRANTY

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization (s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6. ABSOLUTE POLLUTION EXCLUSION

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall not indemnify the Insured in respect of any liability of whatsoever nature directly or indirectly caused by or contributed by or arising from the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants,

contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

7. ELECTROMAGNETIC RADIATION EXCLUSION

It is hereby declared and agreed that the Company shall not be liable to make any payment in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of legal liability arising out of any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of non-ionic radiation, including but not limited to electro-magnetic fields and/or electro-magnetic interference.

8. GENETICALLY MODIFIED ORGANISMS (GMO) EXCLUSION

It is hereby declared and agreed that the Company shall not be liable to make any payment in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of legal liability arising out of any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of existence, production, processing, manufacture, sale, distribution, storage, deposit, consumption or use of genetically modified organisms ("GMOs").

For the purpose of this exclusion, GMOs shall mean and include:

1. organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulting in their genetic change,
2. every biological or molecular unit with self replication potential, or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be deemed to be part of this definition in addition to the foregoing.

9. TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE) EXCLUSION

It is hereby declared and agreed that the Company shall not be liable to make any payment in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of legal liability arising out of any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of transmissible spongiform encephalopathy ("TSE"), including but not limited to bovine spongiform encephalopathy ("BSE") or new variant Creutzfeld-Jakob disease ("CJD").

10. NUCLEAR ENERGY LIABILITY EXCLUSION CLAUSE

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary

1. This policy does not apply:

A. Under any liability coverage, to bodily injury or property damage.

A.1 with respect to which an Insured under this policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

A.2 resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

B. Under any medical payment coverage, or any supplementary payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any liability coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

C.1 the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (b) has been discharged or dispersed therefrom;

C.2 the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

C.3 the bodily injury or property damage arises out of the furnishing by an Insured of services, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (C.3) applies only to property damage to such nuclear facility and any property thereat.

2. As used in this clause:

“Hazardous properties” includes radioactive, toxic or explosives properties;

“Nuclear material” means source material, special nuclear material or by-product material;

“Source material”, “special nuclear material”, and “by-product material” have the meaning given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

“Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

“Waste” means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility within the definition of nuclear facility under Paragraph (A) or (B) thereof:

“Nuclear facility” means

- (a) any nuclear reactor
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packing waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
 - (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

“Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

“Property damage” includes all forms of radioactive contamination of property.

This clause shall not extend this insurance to cover any liability which would not have been covered under this Insurance had this clause not attached.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

11. CLINICAL TRIALS EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary; this Policy does not apply to any loss or claim arising in connection with clinical trials or bioequivalent studies.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

12. PANDEMIC EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, the Company shall not be liable for any loss directly or indirectly caused by pandemic (including but not limited to Avian Influenza / H5N1 virus, SARS, etc.).

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

13. ABSOLUTE MOULD, FUNGUS, MILDEW AND SPORE EXCLUSION

This insurance excludes absolutely any loss, damage, demand, claim, cost, expense, suit, defence or other obligation of any kind or description directly or indirectly arising from or relating to mould, fungus, mildew or spores. This exclusion applies to any potential, alleged, or actual liabilities and agreements to defend or indemnify, whether for bodily injury, personal injury, property damage, advertising liability, medical expense or otherwise.

This exclusion applies regardless of whether or not:

1. the Insured's original liability is for the presence of mould, fungus, mildew, or spores, or involves any action, voluntary or otherwise, with respect thereto;
2. the policy(ies) provide coverage;
3. the Insured's obligations are contractual, extra-contractual or otherwise;

The insurance presentation is for settlement(s), judgement(s) or any other form of resolution.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

14. LABEL AND WARNING EXCLUSION

This insurance excludes absolutely any loss, damage, demand, claim, cost, expense, suit, defence or other obligation of any kind or description directly or indirectly arising from or relating to product labelling or warning.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

15. CONDITION PRECEDENT TO LIABILITY OF THE COMPANY

It is hereby declared and agreed that this insurance shall not apply to and does not cover any liability, whatsoever for any claim in respect of loss or losses directly or indirectly (exclusively or partially) arising out of, resulting from, or in consequences of failure of the Insured to meet the following conditions, these are the conditions precedent to the Company's liability:

1. No goods or products are obtained by the Insured on terms which prevent the Insured exercising their rights of recovery under the ordinary process of law against their supplier or any other party
2. Insured has taken required government and/or regulatory approvals and has followed related rules and regulations

3. Insured provides proper labelling or instructions for usage or warning on each and every product (as applicable).
4. Insured maintains satisfactory details in respect of record keeping and traceability of the insured product and provide the same to the Company (as and when required by the Company)
5. Insured products follows Product Safety guidelines (FDA or CPSC or equivalent guidelines) applicable to the country where the product is sold
6. Retroactive coverage is subject to no break and/or gap in the insurance period. Retroactive coverage is subject to the insurance has been claims made since the retroactive date. Retroactive cover is further restricted to any limit/coverage in place during the relevant policy period (but retroactive cover not exceeding this policy coverage).
7. Products are manufactured in India.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

16. EFFICACY EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy excludes any liability arising from the failure of the Insured Product to fulfil its intended function or to remedy, rectify or repair any work which is or alleged to have been defective.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

17. CLARIFICATION AGREEMENT

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

1. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
2. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001 EXCLUSION CLAUSE

It is hereby declared and agreed that a person who is not a party to this Policy contract shall have no right under the Policy.

19. CYBER RISKS EXCLUSIONS CLAUSE (NMA2915)

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

- a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programme or otherwise, those propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horse' 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by the Policy directly caused by such listed peril.

Listed Perils

Fire

Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by the Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generations. These costs will not include research and engineering nor any costs of recreating,

gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

20. DUTY OF DISCLOSURE

We would remind you that you must disclose to us fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your policy.

21. ELECTRONIC DATA EXCLUSION CLAUSE

The indemnity will not apply to any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Insured or not, occurring at any time to:-

1. correctly recognize any data as its true calendar date
2. capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any data otherwise than as its true calendar date
3. capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

22. CROSS LIABILITY CLAUSE

For the purpose of this Policy each of the parties comprising the Insured shall be considered as separate and distinct unit and the words " The Insured " shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties and the Company hereby agreed to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any occurrence in respect of which claim is made hereunder.

The inclusion herein of more than one Insured shall not operate to increase the Limits of the Company's Liability as stated in the Policy.

23. LOSS NOTIFICATION CLAUSE

Notwithstanding anything contained herein to the contrary it is agreed that this insurance will not be prejudiced by any inadvertent delays errors or omissions in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy.

24. WAIVER OF SUBROGATION CLAUSE

Any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of endorsing any rights and remedies or of obtaining relief or indemnity from _____ whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

The rights of subrogation against _____ is hereby waived.

25. GRADUAL POLLUTION/ENVIRONMENTAL IMPAIRMENT EXCLUSION

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that this Policy does not cover any liability for

- (a) personal injury or bodily injury or financial loss or loss of, or damage to, or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants.
- (b) the cost of removing, nullifying or cleaning up pollutants.
- (c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants. Notwithstanding the foregoing, this Policy shall cover liability otherwise excluded under paragraphs (a) and (b) above which
 - (i) arises from a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place, and
 - (ii) is indemnified in not more than one annual period of original insurance.

For the purposes of this clause, "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be reconditioned or reclaimed.

26. PRODUCTS RECALL EXCLUSION ENDORSEMENT

1. When the Insured becomes aware of any bodily injury or property damage occurring or suspected to occur out of the products or completed operations (hereinafter referred to as products), the Insured shall promptly take, without delay, all reasonable steps such as withdrawal, inspection, repair or replacement of the products (including the property containing any product as a part thereof) or any other necessary measures to prevent any further loss occurrence.
2. If the Insured fails to take the steps mentioned in the preceding Article without any justifiable reason, the Company shall not pay any loss due to bodily injury or property damage arising from the same cause, which occurs thereafter.
3. The Company shall not indemnify the Insured for any expense whether or not spent by the Insured, for withdrawal, inspection, repair or replacement of the products (including

the property containing any product as a part thereof) or any other expenses spent for other necessary measures taken to prevent any further loss.

27. PUNITIVE DAMAGE EXCLUSION

Notwithstanding anything to the contrary contained herein it is understood and agreed that punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages against an original insured

- (a) in respect of any claim arising under a policy which specified that indemnity is provided for such damages or
- (b) in respect of any judgement award or settlement made within the legal jurisdiction of the USA and/or Canada or to any order made anywhere in the world to enforce such judgement award or settlement in whole or in part

shall be excluded from recovery hereon.

28. LATEX LITIGATION EXCLUSION

All claims (either past, present or future) arising from the condition known as “latex protein toxic syndrome” or any similar medical condition or allergic reaction caused by the exposure of the skin to latex or similar products or by the inhalation of latex dust, shall be excluded from this Policy.

Subject otherwise to the terms, conditions and exclusions of this Policy.

29. BATCH CLAUSE

It is agreed that all losses occurring during the validity of the insurance written by the Company and arising from the same cause shall be deemed as one occurrence regardless of whether they occur in different policy years, and the Company’s liability for such losses is limited to the applicable limit of the policy in which the first claim was made.

30. TECHNICAL COLLABORATION EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy excludes any liability arising from or in connection with any technical collaboration agreement between the insured and a third party or technical collaborator.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

31. VENDOR LIABILITY EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy excludes any liability arising from or in connection with the distribution or sale of the Insured's products in the regular course of the vendor's business.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

32. CHEMICAL DEPENDENCY EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy excludes any liability arising from any loss due or alleged to be due to any of the Products causing or inducing any physical or chemical dependency.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

33. DISHONEST ACTS EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy does not apply to any loss or claim arising from or in connection with dishonesty of Insured's employees or dishonest acts of persons working for or on behalf of the Insured.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

34. CRIMINAL ACTS EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy does not apply to any loss or claim arising from or in connection with criminal acts of Insured's employees or criminal acts of persons working for or on behalf of the Insured;

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

35. PRODUCT DESIGN EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy excludes any liability arising from or in connection with advice or design of a product.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

36. STEM CELLS EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy does not apply to any loss or claim arising from or in connection with stem cells.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

37. PESTICIDES PRODUCT EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy does not apply to any loss or claim arising from or in connection with pesticides products.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

38. WITHDRAWN PRODUCT EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy excludes any liability arising from or in connection with products discontinued or withdrawn by the Insured.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

39. MARINE CARGO REJECTION EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy excludes any liability arising from or in connection with marine cargo rejection.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

40. INFECTIOUS DISEASE EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy excludes any liability arising from or in connection with infectious disease including AIDS (Acquired Immune Deficiency Syndrome), unless it can be proven that the disease is contacted solely and directly through a defect in the insured product.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

41. SPECIFIC PRODUCT EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, the Company shall not be liable for any bodily injury or property damage caused by any of the products manufactured specifically for and incorporated into the structure, machinery or controls of any aircraft, missiles, satellites or other aerial device, watercraft and hovercraft.

42. PROFESSIONAL SERVICE EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy excludes any liability directly or indirectly arising from or in connection with professional services/treatment rendered by the Insured.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

43. PRODUCT VALIDTY EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy excludes any liability arising from or in connection with the sale of insured products after its expiry/validity date.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

44. PROTOTYPE PRODUCT EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy excludes any liability arising from or in connection with any unproven, untested and/or prototype products.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

45. HOLD HARMLESS AGREEMENT EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy excludes any liability arising from or in connection with any hold harmless agreement.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.

46. FAILURE TO SUPPLY EXCLUSION

It is hereby declared and agreed that notwithstanding anything in the written policy contained to the contrary, this Policy excludes any liability arising from or in connection with failure to supply.

Subject otherwise to the terms and conditions of this Policy, except for the specific terms, conditions and exclusions made applicable herein.