

SITE SPECIFIC POLLUTION LIABILITY

THIS FORM PROVIDES CLAIMS MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations, and any other person or organization qualifying as a **Named Insured** under this policy. The words "we", "us", and "our" refer to the Company providing this insurance.

Other words and phrases that appear in bold have special meaning. Refer to Section **VII. Definitions**. This policy provides Claims Made and Reported Coverage, and has claims reporting requirements. Coverage provided herein only applies to a claim that is made against you and reported to us during the policy period or applicable Extended Reporting Period.

The application is the basis of this policy and is incorporated in and constitutes a part of this policy. A copy of the application is attached hereto. Any material received with the application will be maintained on file with the Company and will be deemed to be attached thereto as if physically attached. It is agreed by all **insureds** that the statements in the application are their representations, that they are material and that this policy is issued in reliance upon the truth of such representations. This policy includes all of the agreements existing between the **insureds** and the Company or any of its agents relating to this policy.

I. INSURING AGREEMENTS

COVERAGE A – THIRD PARTY LIABILITY

1. We will pay on behalf of the **insured** those sums the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** in excess of the deductible or self insured retention, if any, resulting from **pollution conditions** on, at, under or emanating from the **covered location(s)** listed in Declarations and/or in the Schedule of Covered Locations endorsement attached to this policy, provided that the claim or **suit** is first brought against the **insured** during the policy period, and provided that the **insured** reports the claim or **suit** to us, in writing, during the policy period or Extended Reporting Period, if applicable. Such **pollution conditions** must commence on or after the Retroactive Date set forth in the Declarations and/or in the Schedule of Covered Locations endorsement attached to this policy.
2. We will pay on behalf of the **insured** those sums the **insured** becomes legally obligated to pay as damages because of **cleanup costs** in excess of the deductible or self insured retention, if any, resulting from **pollution conditions** emanating from the **covered location(s)** listed in Declarations and/or in the Schedule of Covered Locations endorsement attached to this policy, provided that the claim or **suit** is first brought against the **insured** during the policy period, and provided that the **insured** reports the claim or **suit** to us, in writing, during the policy period or Extended Reporting Period, if applicable. Such **pollution conditions** must commence on or after the Retroactive Date set forth in the Declarations and/or in the Schedule of Covered Locations endorsement attached to this policy.

COVERAGE B – ON-SITE CLEANUP COSTS

We will pay on behalf of the **insured** those sums the **insured** becomes legally obligated to pay as damages because of **cleanup costs** in excess of the deductible or self insured retention, if any, resulting from **pollution conditions** on, at or under the **covered location(s)** listed in Declarations and/or in the Schedule of Covered Locations endorsement attached to this policy, provided that the **pollution conditions** are first discovered during the policy period and reported to us, in writing, during the policy period or Extended Reporting Period, if applicable. Such **pollution conditions** must commence on or after the Retroactive Date set forth in the Declarations and/or in the Schedule of Covered Locations endorsement attached to this policy.

COVERAGE C – DEFENSE EXPENSE

We will pay on behalf of the **insured** those costs to defend a claim or **suit** for **bodily injury, property damage** or **cleanup costs** under Coverage **A** – Third Party Liability or for **cleanup costs** under Coverage **B** – On-Site Cleanup Costs to which this insurance applies. We will have no duty to defend the **insured** against any claim or **suit** for **bodily injury, property damage** or **cleanup costs** to which this policy does not apply.

II. EXCLUSIONS

This insurance does not apply to:

1. Asbestos And Lead-Based Paint

Damages based upon the existence, removal, or abatement of asbestos, asbestos containing products, asbestos fibers, asbestos dust, asbestos containing materials, or lead-based paint in, on, or applied to any structure.

2. Auto, Aircraft, Watercraft Or Rolling stock

Damages based upon or arising out of the ownership, maintenance, use, loading or unloading or the entrustment to others of any auto, aircraft, watercraft, or rolling stock owned or operated by or rented or loaned to any **insured**, beyond the boundaries of a **covered location**. This exclusion also applies to any **carrier** transporting your wastes, products or materials beyond a **covered location**.

3. Contractual Liability

Damages for which the **insured** is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion shall not apply to liability for damages that the **insured** would have in the absence of the contract or agreement or to those contracts listed in the Schedule of Insured Contracts endorsement attached to this policy, if applicable.

4. Divested Property

Damages based upon or arising from **pollution conditions** on, at, under or emanating from any location, where the actual discharge, dispersal, release, seepage, migration or escape of **pollution conditions** begins subsequent to the time such location is sold, given away, condemned, abandoned, or operation control has been relinquished by the **insured**.

5. Employer's Liability

Bodily injury to:

- a. An employee of the **insured** arising out of and in the course of:
 - (1) Employment by the **insured**; or
 - (2) Performing duties related to the conduct of the **insured's** business; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph **a.** above.

This exclusion applies:

- a. Whether the **insured** may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

6. Fines And Penalties

Any claim seeking payment of:

- a. Fines, penalties, or multiplied damages;
- b. Punitive or exemplary damages, except where allowable by law; or
- c. The cost of injunctive relief based upon or arising out of non-compliance with any statute, regulation, ordinance or administrative complaint.

7. Fungi

- a. **Bodily injury, property damage or cleanup costs** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of **fungi** by any **insured** or by any other person or entity.

8. Insured vs. Insured

Damages claimed by any **insured** against any other **insured** under this policy.

9. Insured's Property

Property damage to property owned, leased, rented, occupied, operated by, or loaned to an **insured**, even if such **property damage** is incurred to avoid or mitigate damages arising from **bodily injury, property damage or cleanup costs** which may be covered under this policy. This exclusion shall not apply to **restoration costs**.

10. Internal Expense

Expenses incurred by the **insured** for services performed by employees of the **insured**.

11. Known Pollution Conditions

Pollution conditions known to exist prior to the inception of this policy, by any current or former officer, director, partner, or employee responsible for environmental affairs of the **insured**. This exclusion shall not apply to those known **pollution conditions** that are listed within the Schedule of Known Pollution Conditions endorsement attached to this policy, if applicable.

12. Knowingly Wrongful Acts

Damages based upon or arising from the **insured's** dishonest, fraudulent, malicious, or knowingly wrongful act, error or omission or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body. However, this exclusion shall not apply to any **insured** that did not commit, participate in, or have knowledge of any of the acts described above.

13. Non-Owned Disposal Sites

Bodily injury, property damage or cleanup costs, based upon or arising out of **pollution conditions** on, at or emanating from any non-owned disposal site to which your wastes, products or materials have been delivered. This exclusion shall not apply to those non-owned disposal sites that are listed within the Non-Owned Disposal Site Coverage endorsement attached to this policy, if applicable.

14. Nuclear Hazard

a. Bodily injury, property damage or cleanup costs:

- (1) With respect to which an **insured** under the policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability; or
- (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, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Bodily injury, property damage or cleanup costs resulting from the hazardous properties of nuclear material, if:

- (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;
- (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
- (3) The **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, 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 (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

- a. **Hazardous properties** include radioactive, toxic or explosive properties;
- b. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**;
- c. **Source material**, **special nuclear material**, and **by-product material** have the meanings 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**;
- d. **Waste** means any waste material:
 - (1) Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and
 - (2) Resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.
- e. **Nuclear facility** means:
 - (1) Any **nuclear reactor**;
 - (2) Any equipment or device designed or used for:

- (a) separating the isotopes of uranium or plutonium,
 - (b) processing or utilizing **spent fuel**, or
 - (c) handling, processing or packaging **waste**;
- (3) 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;
- (4) 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;

- f. **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;
- g. **Property damage** includes all forms of radioactive contamination of property.

15. **Products Liability**

Damages arising out of **your product**. This includes, but is not limited to, any **property damage to your product**.

16. **Radioactive Matter**

Any liability of whatever nature arising out of, resulting from, caused by or contributed to by:

- a. Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- c. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force of matter.

Radioactive contamination however caused, whenever or wherever happening.

17. **Underground Storage Tanks**

Bodily injury, property damage or cleanup costs arising from **pollution conditions** emanating from any **underground storage tank** the presence of which was known to any **insured** prior to or at policy inception and which is not listed within the Schedule of Covered Underground Storage Tanks endorsement added to this policy, if applicable.

18. **War**

Any liability of whatever nature arising out of, resulting from, caused by or contributed to by:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

19. **Workers Compensation**

Damages based upon or arising under any workers compensation, unemployment compensation or disability benefits law or similar law.

III. **SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim we investigate or settle, or any **suit** against an **insured** we defend:

1. All expenses we incur.
2. All reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work.
3. All costs taxed against the **insured** in the **suit**.
4. Prejudgment interest awarded against the **insured** on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
5. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
6. Expenses incurred by the **insured** for first aid administered to others at the time of any accident, for **bodily injury** to which this insurance applies.

These payments will reduce the limits of insurance.

IV. **LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. **Insureds;**
 - b. **Covered locations;**
 - c. Claims made or **suits** brought; or
 - d. Persons or organizations making claims or bringing **suits**.
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. All damages because of all **bodily injury, property damage and cleanup costs;**
 - b. All defense expenses incurred.
3. Subject to 2. above, the Each Pollution Condition Limit is the most we will pay for the sum of:
 - a. All **bodily injury and property damage;**
 - b. All **cleanup costs;** and
 - c. All defense expenses incurred;

arising from any one **pollution condition**.

V. CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve us of our obligations under this policy.

2. Cancellation

a. This policy may be cancelled by the first **Named Insured** shown in the Declarations or by endorsement by mailing or delivering written notice to us stating when the cancellation date shall be effective.

b. This policy may be cancelled by us for the following reasons:

- (1) non-payment of premium;
- (2) material misrepresentation or fraud by you;
- (3) material change in the nature of risk as outlined in the application and submission materials on file with us; or
- (4) the **insured's** failure to comply with the terms and conditions under this policy including the failure to pay any deductible amount or audit premium when due;

by mailing to the first **Named Insured**, at the last known address, written notice of not less than ten (10) days if cancellation is for either reasons (1) or (2) above, or sixty (60) days if cancellation is for either reasons (3) or (4) above. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the policy period.

3. Coverage Territory

The coverage provided under this policy shall apply to **covered locations** located:

- a. Within the United States of America (including its territories and possessions), Puerto Rico and Canada; or
- b. Within all other parts of the World if the **insured's** responsibility to pay damages is determined in a **suit** on the merits, in the territory described in a. above or in a settlement we agree to.

4. Duties In The Event Of A Pollution Condition, Claim Or Suit

a. You must see to it that we are notified promptly of a **pollution condition** which may result in a claim or any action or proceeding to impose an obligation on the **insured** for **cleanup costs**. Notice should include:

- (1) How, when and where the **pollution condition** took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the **pollution condition**.

Notice of a **pollution condition** is not notice of a claim.

b. If a claim is made or **suit** is brought against any **insured** or an action is initiated, you must see to it that we receive prompt written notice of the claim or **suit** or notice of action.

c. You and any other involved **insured** must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the **suit**; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply.
- d. No **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Headings

The descriptions in the headings of this policy are solely for convenience and form no part of the policy terms and conditions.

6. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **insured**; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative. For purposes of this condition, a consent judgment, stipulated judgment, agreed judgment, consent decree or consent order reached without our written agreement is neither an agreed settlement nor a final judgment.

6. Other Insurance

If other valid and collectible insurance is available to the **insured** covering damages and supplementary payments also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and shall not contribute with such other insurance.

7. Premium Audit And Inspection

- a. We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to (3) three years after the end of the policy period;
- b. We may be permitted but not obligated to, interview persons employed by the **insured**; or
- c. We shall be permitted but not obligated to inspect, sample and monitor the **insured's covered location(s)** during the policy period or any time thereafter. Neither our right to make inspections, sample and monitor nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the **insured** or others, to determine or warrant that **covered location(s)**, property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. The **Named Insured** agrees to provide appropriate personnel to assist our representatives during any inspection.

8. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

9. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first **Named Insured**, this insurance applies:

- a. As if each **Named Insured** were the only **Named Insured**; and
- b. Separately to each **insured** against whom claim is made or **suit** is brought.

10. Sole Agent

The **Named Insured** shown in the Declarations shall serve as sole agent of all the **insureds** with respect to the return or payment of any premiums or retained amounts, as well as for any notices required by this policy.

11. Transfer Of Policy

Your rights and duties under this policy may not be transferred without our written consent.

12. Transfer Of Rights Of Recovery Against Others To Us

If the **insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

VI. EXTENDED REPORTING PERIOD

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This policy is canceled or not renewed; or
 - b. We renew or replace the coverage of this policy with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations; or
 - (2) Does not apply on a claims made basis.
2. Extended Reporting Periods do not extend the policy period, change the scope of coverage provided or reinstate or increase the Limits of Insurance. They apply only to claims resulting from **pollution conditions** that commence before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations. Once in effect, Extended Reporting Periods may not be canceled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for forty five (45) days with respect to claims first made against you and reported to us in writing. The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. A Supplemental Extended Reporting Period of up to thirty-six (36) months is available with respect to claims first made against you and reported to us in writing but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must give us a written request for the endorsement within 45 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this policy for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this policy.

The Extended Reporting Period endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

VII. DEFINITIONS

1. **Bodily Injury** means physical injury, sickness, disease, mental anguish, or emotional distress, sustained by any person, including death resulting from any of these at any time.
2. **Carrier** means any person or entity, other than the **insured** or any subsidiary or affiliate company of the **insured**, engaged by or on behalf of the **insured**, and in the business of transporting property for hire by auto, aircraft, watercraft or rolling stock.
3. **Cleanup Costs** means the reasonable expenses incurred for the investigation, monitoring, testing, removal, disposal, neutralization, or treatment of **pollution conditions** to the extent required by applicable federal, state, or local governmental law pursuant under which the **insured** has or may have a legal obligation. **Cleanup costs** shall include **restoration costs**.
4. **Covered Location(s)** means any location(s) listed in the Declarations and/or listed within the Schedule of Covered Locations endorsement.
5. **Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by **fungi**, but does not include any **fungi** intended by the **insured** for consumption.
6. **Insured** means:
 - a. The **Named Insured**;
 - b. Any additional **insured** expressly endorsed onto this policy; or
 - c. Any current or former director, executive officer, partner or employee of the **Named Insured** while acting within the scope of his or her duties as such.
7. **Named Insured** means the person, individual, partnership, corporation or entity listed in the Declarations or expressly added as a **Named Insured** by endorsement.
8. **Natural Resource Damage** means damage to, injury to, destruction of, or loss of, ground water, wildlife, biota, air, land, water, fish, drinking water supplies, and/or similar resources belonging to, held in trust by, managed by, appertaining to, or otherwise controlled by the United States, any State or local government, any foreign government, or any Indian tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.

9. **Pollution Condition(s)** means the discharge, dispersal, release, seepage, migration, or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater. Waste includes materials to be recycled, reconditioned or reclaimed.
10. **Property Damage** means:
- a. Physical injury to, destruction of or contamination of tangible property, including all resulting loss of use of that property;
 - b. Loss of use of tangible property that is not physically injured, destroyed or contaminated, but has been evacuated, withdrawn from use or rendered inaccessible because of a **pollution condition**, but does not include diminution in value;
 - c. Diminution in value of third party properties located beyond the boundaries of the **covered location**;
 - d. **Natural resource damage**.
11. **Restoration Costs** means the costs incurred to restore real or personal property damaged during the course of incurring **cleanup costs** to the condition it was in prior to incurring **cleanup costs**. These costs shall not exceed the actual cash value of such real or personal property prior to incurring **cleanup costs**.
12. **Suit** means a civil proceeding in which damages because of **bodily injury, property damage or cleanup costs** to which this insurance applies are alleged. **Suit** includes:
- a. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.
13. **Underground Storage Tank** means any tank with associated piping connected thereto which has more than 10% of its volume below ground.
14. **Your Product**:
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.