

## Products clause

In respect of any claim or claims arising from this clause, the Definition of **Limit of Liability** shall be amended to:

### **Limit of Liability**

shall mean the amount stated in the **Schedule** and which shall be the maximum amount of **Our** liability to pay:-

- a. any **Loss**; and
  - b. **Defence costs and expenses**; and
  - c. any other loss suffered or cost or liability incurred by **You** in respect of which **You** may be entitled to an indemnity under this **Certificate's** Insuring Clauses
- in the **Aggregate**

Exclusion 2 (Sale of goods, manufacture & construction) shall not apply but shall be replaced by the following:

## 2 **Sale of goods, manufacture & construction**

- 2.1 the manufacture, repair, alteration, installation, sale, supply or maintenance of any product or other item of goods whether by **You** or by any **Connected Person** or by any sub-contractor of **Yours** unless:
  - a) such claim derives from **Your** negligent advice, design, specification or formula or other breach of professional duty in the conduct of **Your Professional Business** and
  - b) such product or goods have been used, installed, sold, supplied or maintained by **You** or by any sub-contractor of **Yours** in accordance with the manufacturer's intended specification or instructions.
- 2.2 the manufacture, construction, erection, installation, repair, alteration or demolition of any building or other physical structure where **You** or any **Connected Person** or sub-contractor of **Yours** has entered into a contract to manufacture, construct, erect, install, repair, alter, or demolish any building or other physical structure;