

Schedule A

VENDOR INSURANCE REQUIREMENTS - BRAZIL

Stanley Black & Decker, Inc. INSURANCE REQUIREMENTS FOR VENDORS, CONTRACTORS, CONSULTANTS, SUPPLIERS AND LICENSEES EFFECTIVE January 1, 2017

Corporate guidelines mandate that the following coverages, policy limits, terms and conditions must be evidenced by vendors, contractors, consultants, suppliers, licensees and other third parties contracting with Stanley Black & Decker, Inc., and subsidiaries (SBD). **The certificate holder address should be the SBD business contracting with the vendor, and a copy of the certificate of insurance submitted to SBD must be maintained with the signed contract file.**

Commercial General Liability including Products Liability:

- Per Occurrence (Claims made policies are not acceptable)
\$750,000 Each Occurrence
\$750,000 General Aggregate
\$750,000 Products-Completed Operations Aggregate
 - Independent Contractors

Business Auto Liability Insurance:

- **\$100,000 Each Accident** – Combined Single Limit (Bodily Injury and Property Damage)

Workers' Compensation and Employer's Liability:

- Workers' Compensation
 - Evidence Statutory Requirements
- Employer's Liability
 - Commonly added to Commercial General Liability policy at matching limit

Professional Liability:

- Applicable to vendors providing professional or design services. For example: architect, electrical, mechanical, plumbing, fire/sprinkler, attorney, CPA.
 - **\$50,000 per claim/aggregate**

Commercial Crime Insurance:

- Vendor or Contractor shall purchase crime insurance when handling Stanley Black & Decker Inc., and subsidiaries money, securities or other identified valuable property.
 - Coverage for employee theft, forgery or alteration, burglary, computer fraud, counterfeit, funds transfer fraud or any other similar risk covered by most crime insurance policies.
 - **\$250,000 per loss**

Additional requirements:

- Stanley Black & Decker, Inc. and subsidiaries must be added as additional insured as our interests appear with respect to the Commercial General Liability, including Products Liability and Auto Liability policies. A copy of the additional insured endorsement must accompany the Certificate of Insurance.

Updated January 1, 2017

- Any coverage provided as Additional Insured must be primary and non-contributory to any other valid and collectible insurance.
- Vendors shall provide a Waiver of Subrogation in favor of Stanley Black & Decker, Inc. and subsidiaries indicating that the carriers shall waive all of its rights of recovery, under subrogation or otherwise, against Stanley Black & Decker, Inc. et al, and all engaged by them.
- Certificates of insurance shall provide notice of cancellation in accordance with policy provisions.
- Certificates of insurance shall be provided prior to the start of any work/services to be performed and with the signed vendor's agreement when purchased product is involved.
- Coverage shall be placed with carriers authorized to do business in the state where work/services are being performed.
- Carrier shall maintain an A.M. Best rating of at least an "A- VIII".
- Where the use of a subcontractor is required, the vendor/contractor/consultant/supplier shall be responsible for ensuring each subcontractor maintains insurance in conformance with the coverage type and limits identified by Stanley Black & Decker, Inc.
- Insurance shall be kept in place for 2 years following the expiration of the contract term, and certificates of insurance will be issued to Stanley Black & Decker, Inc. and subsidiaries annually upon renewal of insurance policies.
- Failure of vendor to maintain insurance policies as required by this contract does not alleviate the responsibility or obligation of liability under the contract. This can be considered a material breach of contract and due cause for non-payment of outstanding invoices until the situation is resolved.
- Vendor is responsible for all deductibles and self-insured retentions they elect under their insurance programs.