

## Schedule A

### **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)  
**\$2 Million Each Occurrence**  
**\$2 Million General Aggregate**  
**\$2 Million Products-Completed Operations Aggregate**
  - Independent Contractors

#### **Umbrella/Excess Liability:**

- \$5 Million Each Occurrence
  - Coverage under the Umbrella policy at least as broad as underlying policies

#### **Business Auto Liability Insurance:**

- **\$ 1 Million Each Accident** – Combined Single Limit (Bodily Injury and Property Damage)

#### **Workers' Compensation and Employer's Liability:**

- Workers' Compensation
  - Evidence Statutory Requirements
  - Include "alternate employer" endorsement for vendors permanently on site
- Employer's Liability
  - \$1 Million Bodily Injury per Accident - Each Accident
  - \$1 Million Bodily Injury per Disease - Each Employee
  - \$1 Million Bodily Injury by Disease - Policy Limit

#### **Professional Liability:**

- Applicable to vendors providing professional or design services. For example: architect, electrical, mechanical, plumbing, fire/sprinkler, attorney, CPA.
  - \$2 Million per claim/aggregate

#### **Cyber Liability- Privacy and Network Security Coverage:**

- Applicable to vendors who store Personally Identifiable Information (PII) of Stanley Black & Decker, Inc., and subsidiaries employees, customers, or consumers. Also applies to vendors who store other confidential/proprietary business information of Black & Decker, Inc., and subsidiaries.

Updated January 1, 2017

- Coverage for Network Security Breaches, including but not limited to transmission of malicious code and denial of access attacks.
- Coverage should not exclude coverage for non-electronic data, including paper records.
- \$5 Million 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.
  - \$1 Million per loss

**Environmental Liability:**

- Applicable only to vendors doing environmental work
  - \$2 Million per claim/occurrence/aggregate

**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.
- 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.