

VENDOR INSURANCE STANDARDS

These Vendor Insurance Standards are incorporated and made a part of the Standard Terms applicable to Vendors providing products to Dealer for resale and/or distribution to Dealer customers. Capitalized terms not defined herein will have the meaning set forth in the Standard Terms.

1. Minimum Requirements. Vendor will procure and maintain insurance in accordance with the following minimum amounts and conditions:

- Commercial General Liability including blanket contractual liability covering bodily injury and property damage, products/completed operations, and personal and advertising injury. The policy must be in the “occurrence” form, and Dealer will be endorsed as an Additional Insured. Vendor will procure insurance in amounts not less than the limits summarized below based on the highest categorized Product category set forth in the attached Appendix 1 - Product Category Requirements (“Appendix 1”). If you do not see your Product, contact your merchant representative. The total minimum limit requirement must be per occurrence, and may be met by a combination of Primary and Excess coverage. Products/Completed Operations coverage shall not be at a sub-limited amount less than the total minimum limit requirement per occurrence.

Category	Coverage Amount (must be equivalent to Canadian Dollars)
I	\$ 2,000,000 per occurrence
II	\$ 5,000,000 per occurrence
III	\$ 10,000,000 per occurrence

- Workers Compensation insurance for any Vendor whose employees will be entering Dealer company or customer premises or delivering Products, in an amount not less than the statutory limits to satisfy where services are performed, or one million dollars (\$1,000,000) if no statutory requirement, and not less than one million dollars (\$1,000,000) for Employer’s liability.
- Commercial Automobile Liability for any Vendor driving on Dealer company or customer premises or delivering Products, including owned, non-owned, leased or hired automobiles or any motor vehicle used, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for liability, personal injury, including death, and property damage. The policy must be in the “occurrence” form, and Dealer will be endorsed as an Additional Insured;
- Excess/Umbrella Liability may be used to meet the total limit requirements for each of the above insurance policies, with coverage and terms following and no less broad than the underlying policies;
- Errors & Omissions for any Vendor who is providing downloadable software to be sold or distributed by Dealer, covering actual or alleged acts, errors or omissions committed by Vendor, its agents, subcontractor, or employees, related to Products, containing coverage for infringement of intellectual property, including copyrights and trademarks, with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence. Dealer will be endorsed as an Additional Insured and the policy will include no provision that would prevent, preclude or exclude a claim brought by Dealer. If the policy is on a “claims-made” form, Vendor shall maintain continuous insurance during the term of this Agreement and for a period of 2 years following termination of the Agreement.

Each insurance policy will be issued by a company with an A.M. Best Rating of no less than A-. If at any time during the term of the Agreement, an insurer’s A.M. Best Rating is downgraded to below A-, Vendor will at its sole cost and expense procure new coverage meeting the above criteria with an insurer meeting the preceding minimum requirements for A.M. Best.

The Territory for the Commercial General Liability (including Products/Completed Ops) and Excess/Umbrella policies must be Canadian and Vendor must be identified as the Named Insured on each policy. Vendor's insurance will be primary, non-contributory and required to respond to and pay claims prior to other coverage. Vendor will be responsible for all claims, expenses, and loss payments within its policy deductible or self-insurance retention. All policies will have clauses allowing waiver of subrogation and Vendor agrees to waive and have its carriers waive subrogation against Dealer.

Vendor will maintain a claims contact in Canada to be reached during normal business hours. The coverage and limit requirements within the aforementioned provisions and Appendix 1 are firm. Self-insurance will not be permitted for compliance with the insurance requirements, in whole or in part, without prior review and approval from Dealer. Any requested deviation from the stated coverage requirements will be made at the sole discretion of Dealer.

2. Certificates of Insurance. Vendor will supply Dealer with Certificates of Insurance evidencing the foregoing policies upon commencing business with Dealer and upon each renewal of such policies, and which provide that such insurance will not be canceled or materially changed so as not to be in compliance with the foregoing requirements, unless at least thirty (30) days prior written notice has been given to Dealer. To each policy where Additional Insured is required, Certificates must show "Best Buy Canada Ltd., its subsidiaries & affiliates, directors, officers, employees and agents" as an Additional Insured. Certificates will list the coverage and limits required, and should show any self-insured retention or deductibles on each policy.

Certificates of Insurance will show the following as Certificate Holder:

Best Buy Canada Ltd., its subsidiaries and affiliates
Suite #102, 425 6th Avenue West
Vancouver, BC V5Y 1L3
Attn: Loss Prevention Department

If Vendor fails to maintain the required insurance coverage, Dealer may in its sole discretion suspend or inactivate Vendor's account at any time.

E-mail questions and certificates to your merchant representative.

Appendix 1 – Product Category Requirements

Category I - \$2,000,000 Limits (per occurrence)

- Apparel and non-electric personal accessories (e.g. jewelry, watches, key chains)
- Bags (e.g. camera bags, laptop bags, backpacks)
- Batteries – NiCad
- Beverages – bottled water, energy drinks, sodas and juices; excluding any health drinks, dietary or herbs items
- Books, magazines
- Cameras – disposable battery operated
- Computer and home theater connectivity accessories (e.g. HDMI, cables, coax cables, audio cables, USB cords, flash drives)
- Foods (excluding infant food/drink or health foods, or herbs of any kind)
- Games and puzzles
- Headphones
- Health and fitness accessories – non-intrusive, non-life dependent (e.g. heart rate monitors, stopwatches, scales, balls, bands)
- Light bulbs – non-halogen, LED
- Media and Software
- Media equipment accessories (e.g. laptop covers, tablet covers, phone covers)
- Musical Instruments – non-electric, acoustic
- Navigation systems – hand-held
- Solar powered items
- Wellness and beauty accessories – cleansers, toothbrushes, trimmers, shavers

Category II - \$5,000,000 Limits (per occurrence)

- Batteries – alkaline, lithium ion, any computer batteries
- Camcorders/ Cameras
- Computers (e.g. desktops, monitors, laptops, pads, tablets, e-Readers)
- Digital Media players – DVD, DVR, TIVO, portable DVD, iPod, MP3
- Digital Receivers (e.g. satellite, cable)
- Fans, ceiling fans
- Furniture
- Grills (charcoal) excluding propane; fire pits
- Health and wellness – hearing aids
- Holiday lights
- Home and office equipment – fax machines, printers, scanners, calculators, digital picture frames, alarm clocks
- Home theater and Stereo equipment – radios, bookshelf stereo systems, home theater systems, receivers, CD players, speakers, VCRs
- Household appliances (small) – blenders, mixers, coffee maker, toasters
- Household cleaners (electric) – vacuum cleaners, carpet cleaners/steamers
- Lamps and lighting
- Mobile (car) stereo equipment, amps
- Mobile (car) navigation systems
- Musical instruments (electric) – e.g. keyboards, MPCs, microphones, amps, guitars, keyboards, drumming pads, DJ machines, karaoke
- Telephones – corded, mobile phones and smartphones
- Televisions
- Toys – electric and/or rechargeable toys (including infant toys, projectiles, launching items)

- Wellness and beauty – dermabrasion devices, shower timers

Category III - \$10,000,000 Limits (per occurrence)

- Air conditioners
- Air compressors
- Camping stoves, lanterns
- Generators – electric or gas
- Grills (propane)
- Heaters – electric, kerosene, radiant
- Health and fitness equipment (e.g. elliptical, treadmills, bikes)
- Health and wellness equipment – invasive or life supporting (e.g. blood pressure monitor, sugar testing devices, pillboxes, defibrillators)
- Household appliances (large) – dishwashers, dryers, microwave ovens, ovens, refrigerators, stoves, washers
- Household systems – thermostats, universal systems, surveillance
- Infant/Child equipment – baby scales, sleep monitors, wetness monitors, (any combination of liquid/electricity near a child)
- Products with electric motors
- Smoke and carbon monoxide detectors
- Power tools (e.g. drills, saws, hammers)
- Trampolines
- Wellness and beauty – laser products