

EXHIBIT A

AMAZON.COM VENDOR MANUAL (Internal Use Only)

Amazon.com Vendor Manual



Version April 2003

Version 4/03

Amazon.com Confidential

2

CONFIDENTIAL

AMZN00021

Useful Contact Information
Contained in this Vendor Manual

Insert your buyer representative information here:

Name: _____

Email: _____

Phone: _____

Fax: _____

General Operations related questions:

vo-team@amazon.com or contact your buyer representative

Transportation related questions:

transportation-dept@amazon.com

Phone: (206) 266-4081

Fax: (206) 266-2009

Operations Compliance Board for Hazardous Material or Perishable Products:

glc@amazon.com or contact your buyer representative

<http://hazmat.dot.gov/> for current federal DOT restrictions

Refusal or return of Amazon.com returns:

Your buyer representative is the first line of contact but when unavailable contact vendor-returns@amazon.com or (877) 882-8352.

Amazon.com Fulfillment Center Receive Offices for scheduling deliveries:

New Castle, DE (PHL1) (302) 395-7466

Fernley, NV (RNO1) (775) 575-8100

Coffeyville, KS (TUL1) (620) 464-2147

Campbellsville, KY (SDF1) (270) 849-2501

Lexington, KY (LEX1) (859) 381-2183

Grand Forks, ND (701) 787-3547

Certified Sample Center contacts:

Delivery of Samples to Certified Sample Center contact: sea-sample@amazon.com

Publisher's Guide to Amazon.com: <http://www.amazon.com/publishers>

Labels Guide to Amazon.com: <http://www.amazon.com/labels>

Studio Guide to Amazon.com: <http://www.amazon.com/studios>

Accounts Payable: (206) 266-2107

Treasury Dept: (206) 266-1863

TABLE OF CONTENTS

	Page
I. Introduction	4
II. Defined Terms	4
III. Resale Terms and Conditions	4
IV. Insurance Requirements	11
V. Standard Merchandise Procedure	12
1. Sample Submission	
2. Image/Photo Submission	
VI. Packaging Requirements and Product Restrictions	18
VII. Transportation, Routing and Shipping Requirements	24
1. Preparing Your Shipment	
2. Arranging Transportation	
3. Advance Delivery Appointments Required	
4. Advance Shipment Notifications	
VIII. Electronic Data Interchange (EDI)	33
1. Terms and Conditions	
2. EDI Technical Annex	
IX. Invoice Requirements	37
X. Credit Memo Requirements and Credit Information	38
XI. Quality Assurance	40
1. Vendor Performance Reporting	
2. Non-Compliance Fee Schedule	

AMAZON.COM VENDOR MANUAL (Internal Use Only)

I. INTRODUCTION

This Vendor Manual replaces the information you may have received from us in the past except as otherwise noted. This Vendor Manual will describe standard requirements for all Amazon.com Vendors, and your buyer representative will send you product-specific amendments as appropriate. Together with this Vendor Manual, you should have received the Amazon.com Vendor Manual Acknowledgement Letter, by which you acknowledge that you have received, reviewed, and accepted the requirements set forth in this Vendor Manual. Please sign and return the Vendor Manual Acknowledgement Letter to your buyer representative as soon as possible, acknowledging your acceptance. Should you have any questions regarding this Vendor Manual, please contact your buyer representative.

II. DEFINED TERMS

Capitalized terms used in this Vendor Manual have the following meanings:

"Amazon.com" means any Amazon.com entity (defined as Amazon.com, Inc., and its affiliates).

"Authorized Representative" means a Vice President, General Merchandise Manager, or Divisional Merchandise Manager of Amazon.com.

"EDI" means electronic data interchange.

"Fulfillment Center" means one of the Amazon.com fulfillment centers (also known as a distribution center) specified in the Transportation and Routing Requirements section.

"Products" means the physical goods and associated services (including but not limited to all packaging, tags, labels, containers, parts, materials, and other items used in connection with the goods and services) provided to Amazon.com under any Purchase Order.

"Purchase Order" means any written or electronic purchase order issued by Amazon.com to Vendor for the purchase of Products.

"Vendor" means the individual or entity named in the Vendor Manual Acknowledgement Letter.

"Vendor Manual" means this Amazon.com Vendor Manual.

III. RESALE TERMS AND CONDITIONS

- 1. Term.** This Vendor Manual is effective for all Products that Vendor provides to Amazon.com on or after the Effective Date in the Vendor Manual Acknowledgement Letter. Either party may terminate this Vendor Manual at any time, with or without cause, upon 60 days prior written notice, subject to (a) Vendor confirming and fulfilling all Purchase Orders issued by Amazon.com prior to the effective date of the termination, and (b) Amazon.com paying Vendor for Products as provided for in this Vendor Manual.

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2. Purchase Orders
 - 2.1 **Submission and Acceptance.** This Vendor Manual does not commit Amazon.com to order or purchase any Products until Amazon.com issues, and Vendor accepts, a Purchase Order. Amazon.com may submit Purchase Orders to Vendor from time to time by facsimile, EDI, or e-mail. Vendor's acceptance of a Purchase Order will occur upon the first of the following to occur: (a) Vendor's acknowledging the Purchase Order by EDI, e-mail, facsimile, or any other commercially acceptable means; (b) Vendor's shipping of the Products to Amazon.com; or (c) Vendor's signing and returning a copy of the Purchase Order to Amazon.com. Once accepted by Vendor, the Purchase Order becomes part of and subject to this Vendor Manual.
 - 2.2 **Fulfillment.** No items may be substituted without the express written consent of Amazon.com. Separate Purchase Orders may not be consolidated or combined. Vendor will use commercially reasonable efforts to detect duplicate orders. If Amazon.com gives Vendor estimates of its future needs, the estimates are only for the parties' convenience and do not bind Amazon.com; Amazon.com is not liable for any actions taken by Vendor based on any estimates.
 - 2.3 **Changes.** Amazon.com may modify or cancel any Purchase Order (or any portion thereof) without penalty, provided that Amazon.com notifies Vendor of the modification or cancellation prior to Vendor's delivery of the relevant Products to the carrier.
 - 2.4 **Separate Obligation.** Each Purchase Order is a separate obligation of the Amazon.com entity that places the Purchase Order to which no other Amazon.com entity has any obligation.
3. Compensation.
 - 3.1 **Purchase Price.** Prices for the Products are specified in the Purchase Order subject to any discounts or rebates. Prices specified in Purchase Orders are inclusive of all applicable duties and taxes, selling commissions, and all other incidental charges, unless otherwise indicated in the Purchase Order. Vendor will provide Amazon.com at least 60 days prior written notice of any price increases. Vendor will give Amazon.com advance written notice of any price reductions.
 - 3.2 **Most Favorable Terms.** Vendor represents that the pricing and promotional allowances offered to Amazon.com under this Agreement are and at all times will be as favorable as those offered to Vendor's customers that purchase Products from Vendor in comparable volumes as those purchased by Amazon.com. If Vendor offers to sell any Product to a customer on terms that are more favorable than the terms offered Amazon.com, Vendor will notify Amazon.com of the third-party terms, and those terms will be applied to Amazon.com's purchase of such Products under this Vendor Manual effective as of the date such terms were offered to such customer.
 - 3.3 **Payment.** Vendor will provide Amazon.com with one invoice per Purchase Order except where part of the Products in that Purchase Order are backordered with Amazon.com's approval. On the date any Product is shipped, Vendor will send to the "Bill To" address on the Purchase Order, an original invoice that reflects Amazon.com's name and address and meets the Invoice Requirements specified in the Vendor Manual. Amazon.com may assess a reasonable administrative fee for improperly submitted invoices in accordance with the Non-

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Compliance Fees Schedule section of this Vendor Manual. Amazon.com will pay Vendor the amount properly payable under each properly submitted invoice within the number of days after acceptance of the respective Products as specified in the Purchase Order. Amazon.com does not have any obligation to pay any invoice that is not received within six months after acceptance of the respective Products. Amazon.com may withhold and setoff from any payments any sums owed by Vendor to Amazon.com.

- 3.4 Taxes.** Amazon.com is exempt from sales and use taxes for its purchase of the Products. Upon Vendor's request, Amazon.com will provide the applicable reseller exemption certificate to Vendor. Vendor will be responsible for all other taxes and duties arising out of such purchase transactions.
- 4. Product Images/Information.** Vendor will provide Amazon.com, free of charge, with all available Product information for each Product, including but not limited to electronic Product images in accordance with the Imaging section in the Vendor Manual, complete Product descriptions, marketing materials, new Product launch dates and Product discontinue dates, and all updates and modifications to such information ("Product Information"). Vendor also will provide Amazon.com, upon request and free of charge, with a sample of each Product in accordance with the Samples section in the Vendor Manual. Vendor hereby grants to Amazon.com a non-exclusive, worldwide, perpetual, and royalty-free license to (a) convert the Product Information into digital electronic form; (b) make reasonable nonsubstantive modifications to the Product Information; (c) use all trademarks and trade names included in the Product Information, in accordance with Vendor's trademark guidelines, provided that such trademark guidelines do not conflict with the terms of this Vendor Manual; (d) use, copy, and distribute, the Product Information for purposes of promotion and distribution of the Products and (e) sublicense the foregoing rights. If Vendor fails to provide Amazon.com with any of the foregoing, Vendor acknowledges that Amazon.com will not be able to sell or promote the Products on its website and Vendor agrees at its sole cost and expense to accept returns of all Products for a full credit or refund to Amazon.com.
- 5. Amazon.com Identification.** If Amazon.com directs Vendor to mark or label any Products with a trade name, trademark, logo, service mark, or design owned by or licensed to Amazon.com ("Amazon.com Identification"), Vendor will apply the marking or labeling only on the quantity and in the manner specified in the Purchase Order or agreement signed by an Authorized Representative. Vendor will not sell nor otherwise dispose of, nor permit the sale or disposal of, any Products bearing any Amazon.com Identification (including any rejected Products) to anyone other than Amazon.com without first obtaining Amazon.com's written consent and first removing all Amazon.com Identification. Amazon.com may purchase any materials bearing Amazon.com Identification at Vendor's cost. Vendor will promptly destroy all such materials not purchased by Amazon.com at the termination of the Purchase Order and provide Amazon.com with evidence of the destruction upon Amazon.com's request. Vendor has no rights in any Amazon.com Identification except as stated in the Purchase Order or other agreement signed by an Authorized Representative.

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6. **Electronic Data Interchange.** Amazon.com may require Vendor to establish and maintain EDI for the purpose of transmitting and receiving Purchase Orders, acknowledgments, Purchase Order changes, invoices, ship notices, and such other transaction-related communications. Amazon.com and Vendor will conduct EDI in accordance with the EDI terms and conditions in this Vendor Manual.
7. **Delivery**
 - 7.1 **Shipment.** Vendor will (a) properly package the Products for protection against damage or deterioration that may occur during shipment, handling, or storage, (b) deliver all Products to the appropriate carrier in accordance with the relevant Purchase Order, and (c) conform to the Packaging, Transportation, Routing Requirements section of this Vendor Manual. At the direction of Amazon.com, Vendor will ship products via freight-collect or pre-paid shipment. With freight-collect shipments, Vendor will deliver the Products to the carrier designated in the Transportation, Routing, and Shipping section of this Vendor Manual. With pre-paid shipments, Vendor will ship the Products using an appropriate and reputable carrier, and Vendor will be responsible for pre-payment of any and all shipping costs (including but not limited to freight and transit insurance).
 - 7.2 **Title.** Under freight-collect shipment, the F.O.B. point is the place of shipment, and title and risk of loss to Products will transfer to Amazon.com upon Vendor's delivery of the Products to the carrier designated in the Transportation and Routing Requirements in the Vendor Manual. Under pre-paid shipment, the F.O.B. point is the ship-to delivery point, and the title and risk of loss to Products will pass to Amazon.com upon its acceptance of such Products.
 - 7.3 **Timeliness.** TIME IS OF THE ESSENCE IN VENDOR'S SHIPMENT OF PRODUCTS TO AMAZON.COM. Accordingly, Vendor will deliver the Products to the carrier no later than the shipment date and time specified in the applicable Purchase Order.
 - 7.4 **Non-compliance Fee.** If Vendor delivers Products later than the designated shipping time or fails to comply with Section 7, Amazon.com may charge Vendor the non-compliance fee set forth in the Non-Compliance Fee Schedule in the Vendor Manual for such non-compliance and either (a) return the Products at Vendor's expense, or (b) accept any or all such Products.
8. **Representations and Warranties**
 - 8.1 **Warranties.** Vendor represents and warrants that the Products (a) are free from defects in design, materials, workmanship, and title, (b) are of good and suitable quality, and that all materials and other items incorporated in the Products will be new (not refurbished or reconditioned) and suitable for their intended purpose, (c) do not infringe any patent, trademark, trade name, trade dress, copyright, trade secret, or other proprietary right, (d) conform to the requirements of this Vendor Manual, (e) are of quality comparable to all samples delivered to Amazon.com, and (f) comply with all applicable laws, regulations, and other requirements of governmental authorities having jurisdiction. Vendor further represents and warrants that (i) Vendor has full authority to grant the licenses described in

AMAZON.COM VENDOR MANUAL (Internal Use Only)

Section 4 above, (ii) Amazon.com's exercise of such license rights will not violate any proprietary right of any third party, (iii) Vendor has obtained model releases from all individuals depicted in the Images (or their parents or guardians if such individuals are minors) and such releases are sufficient to cover the uses described in such licenses, and (iv) all Product Information is true and accurate.

- 8.2 Product Recalls and Investigation.** If Vendor initiates a Product recall or investigation into a Product defect, or if Vendor receives notice from any governmental authority or from the manufacturer of the Product of a product defect, recall, or investigation, Vendor will provide immediate written notice of such defect, recall or investigation to Amazon.com.
- 8.3 Compliance with Laws.** Vendor will comply (and will use commercially reasonable efforts to ensure that the Products and Vendor's subcontractors and suppliers of every other tier comply) with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now or hereafter in effect, of any governmental authority where Product is produced, delivered, or intended to be sold. Additionally, Vendor represents that all Product descriptions, warnings and instructions fully comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, including but not limited to California's Safe Drinking and Toxic Enforcement Act of 1986 ("Proposition 65"). Vendor further represents and warrants that no Product will be (a) produced, manufactured, assembled, or packaged by forced, prison, or child (defined as the younger of the minimum working age within the applicable jurisdiction or the age of 14) labor, or (b) transshipped for purpose of mislabeling, evading quota or country of origin restrictions, or avoiding compliance with labor laws. Vendor will furnish such documents as may be required to evidence such compliance.
- 8.4 Disclaimer of Implied Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, VENDOR MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. VENDOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

9. Non-conforming Product

- 9.1 Remedies.** If any Product is damaged or defective or otherwise does not strictly comply with Section 8 of these Resale Terms and Conditions, Amazon.com may choose one or more of the following remedies that will compensate it, in addition to any other remedies available under this Vendor Manual or at law or in equity: (a) return any or all such Products at Vendor's expense and require Vendor to replace them or give Amazon.com a full refund or credit at Amazon.com's option; (b) if Amazon.com is the importer of record, abandon any or all such Product with Vendor being liable for all costs and all amounts paid by Amazon.com to Vendor; and (c) if Amazon.com has not received the Products by the ship or delivery/receive date in the Purchase Order, cancel the applicable Purchase Order and hold Vendor liable for damages sustained as a result of the delay. Notwithstanding any provision to the contrary, in

AMAZON.COM VENDOR MANUAL (Internal Use Only)

the event that Amazon.com returns defective or damaged Products pursuant to subsection (a) above and Vendor fulfills its obligations thereunder, Amazon.com agrees that such remedies shall be Amazon.com's sole and exclusive remedy for such return of damaged or defective Products. Notwithstanding the foregoing, nothing herein shall be construed to limit Vendor's obligation to indemnify Amazon.com under Section 10 of these Resale Terms and Conditions.

- 9.2 Other Returns.** In addition to Amazon.com's rights under Section 9.1, Amazon.com may return, at Vendor's expense for a full refund or credit, (a) overstock Product, (b) Product returned by an Amazon.com customer for any reason, and (c) Product subject to government investigation as set forth in Section 8.2 above, or Product that Amazon.com reasonably determines presents a similar safety risk as such investigated Product.
- 9.3 Effect of Remedies.** Amazon.com may recover any of the refunds, credits, or costs arising out of the exercise of its remedies by credit, setoff, invoice, or otherwise. Subject to the limitation in Section 9.1 above, Amazon.com's acceptance of Products does not relieve Vendor of any warranty or other obligations. Amazon.com's acceptance of replacement Products, of a full or partial refund or credit, or of return costs does not relieve Vendor of liability for other damages resulting from Vendor's breach of this Vendor Manual. Payment of any invoice will not limit any of Amazon.com's remedies.
- 9.4 Limitation of Remedies for Breach of the Warranty of Non-Infringement.** In the event Vendor breaches the warranties set forth in Section 8.1(c) and in the last sentence of Section 8.1 ("Infringement Breaches") of these Resale Terms and Conditions, Vendor shall either, at its option, (a) replace the infringing Products with non-infringing Products, (b) procure a license for Amazon.com, at Vendor's expense, to bring the infringing Products into compliance, or (c) provide Amazon.com with a full refund of the purchase price of the Products. The remedies provided in this Section 9.4 shall be Amazon.com's sole and exclusive remedy for Infringement Breaches. Notwithstanding the foregoing, nothing herein shall be construed to limit Vendor's obligation to indemnify Amazon.com under Section 10 of these Resale Terms and Conditions.

10. Defense and Indemnification.

- 10.1 Defense By Vendor.** Vendor will defend Amazon.com, its affiliated companies, and their respective officers, directors, employees, and agents (the "Amazon.com Indemnified Parties") against any claim, lawsuit, investigation, or proceeding between Amazon.com and any third party that arises, directly or indirectly, from (i) death of, injury to, or illness of any person, damage to or loss of any property or any other damage or loss due in whole or in part to a patent or latent defect in, or recall of, any Product, (ii) infringement or misappropriation of any patent, trademark, trade name, trade dress, copyright, trade secret, or other proprietary right by the Products (except any Amazon.com Identification) or any unfair competition, (iii) any breach of any of Vendor's representations, warranties, or obligations in this Vendor Manual, or (iv) any failure to state accurate product descriptions, adequate warnings or instructions under all applicable laws, ordinances, rules, regulations, orders, licenses,

AMAZON.COM VENDOR MANUAL (Internal Use Only)

permits and other requirements, now or hereafter in effect, including but not limited to California's Proposition 65, as to the Products (the "Claims").

- 10.2 Indemnification by Vendor.** Vendor will indemnify and hold harmless each Amazon.com Indemnified Party against any loss, damage, settlement, cost, expense, and any other liability (including but not limited to reasonable attorneys' fees and expenses and costs of investigation) that are incurred by such Amazon.com Indemnified Party relating to any Claim, except to the proportional extent the liability is caused by the negligence or willful misconduct of such Amazon.com Indemnified Party as determined by a final, non-appealable order of a court having jurisdiction.
- 10.3 Miscellaneous.** Vendor will use counsel reasonably satisfactory to the Amazon.com Indemnified Parties to defend each indemnified Claim, and the Amazon.com Indemnified Parties will cooperate with Vendor in the defense. Vendor will not consent to the entry of any judgment or enter into any settlement without the Amazon.com Indemnified Parties' prior written consent, which may not be unreasonably withheld. Vendor's obligations under this Section 10 are independent of any other obligation of Vendor under this Vendor Manual and Vendor's obligations under this section will survive Amazon.com's acceptance of, or any payment for, any Products.
- 11. Limitation of Liability.** EXCEPT FOR VENDOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 OF THESE RESALE TERMS AND CONDITIONS AND BREACHES OF CONFIDENTIALITY OBLIGATIONS, (A) NEITHER PARTY IS LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR OPPORTUNITIES, AND (B) THE AGGREGATE AMOUNT OF ANY LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED, IN ANY EVENT, THE AMOUNT PAID TO AMAZON.COM UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.
- 12. Insurance.** Vendor will obtain and maintain, at its expense, the insurance policies and coverage specified in the Insurance Requirements section of the Vendor Manual. Amazon.com's approval of Vendor's insurance does not relieve Vendor of any obligations in this Vendor Manual, including but not limited to its defense and indemnity obligations, even for claims over Vendor's policy limits.
- 13. Intentionally Omitted.**
- 14. Confidential Information.** Vendor will comply with the terms of any Supplier Nondisclosure Agreement between Vendor and Amazon.com. If no such agreement exists, Vendor and its representatives (a) will protect and keep confidential pricing, quantity, and incentive terms and any other information obtained from Amazon.com in connection with this Vendor Manual that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including but not limited to all information relating to Amazon.com's technology, customers, business plans,

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marketing activities, and finances), (b) will use such information only for the purposes of fulfilling its obligations under this Vendor Manual, and (c) will return all such information to Amazon.com promptly upon the termination of this Vendor Manual. All such information will remain Amazon.com's exclusive property, and Vendor will have no rights to use such information except as expressly provided herein. Vendor will not refer to Amazon.com or its affiliated companies in any advertisements or other promotional materials without the prior written consent of an Authorized Representative.

15. **Assignment.** Vendor will not assign this Vendor Manual, in whole or in part, without Amazon.com's prior written consent, and any assignment without Amazon.com's consent will be voidable at Amazon.com's option. Subject to the foregoing, this Vendor Manual will be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.
16. **Cumulative Rights; No Waiver; Interpretation.** The rights and remedies of the parties under this Vendor Manual are cumulative, and either party may enforce any of its rights or remedies under this Vendor Manual or other rights and remedies available to it at law or in equity. The failure of either party to enforce any provision of this Vendor Manual will not constitute a waiver of the party's rights to subsequently enforce the provision. If any provision of this Vendor Manual is held to be invalid, then that provision will be deemed modified to the extent necessary to make it enforceable, and any such invalidity will not affect the remaining provisions.
17. **Applicable Law; Jurisdiction.** This Vendor Manual will be interpreted and enforced in accordance with the internal laws of the State of Washington, without reference to choice of law rules or to the Convention on Contracts for the International Sale of Goods. Vendor irrevocably consents to the venue and exclusive personal and subject matter jurisdiction of the federal and state courts in King County, Washington, for any dispute arising out of this Vendor Manual.
18. **Notices.** Notices under this Vendor Manual are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile with electronic confirmation, or personal delivery to the Vendor at the address specified on the Vendor Acknowledgement Letter to the attention of the signatory for Vendor on the Vendor Manual Acknowledgement Letter and to Amazon.com to the attention of the General Counsel at 1200 12th Avenue South, Suite 1200, Seattle, WA 98104-2734, if sent by courier, or P.O. Box 81226, Seattle, WA 98108-1226, if sent by mail, or (206) 266-7010 if sent by facsimile. Notice is effective: (a) when delivered personally, (b) three business days after sent by certified mail, (c) on the business day after sent by a nationally recognized courier service, or (d) on the business day after sent by facsimile with electronic confirmation to the sender. A party may change its notice address by giving notice in accordance with this Section 18. If the Vendor Manual Acknowledgement Letter does not state an address for Vendor, notice will be effective if given to Vendor at the last known address.
19. **Modifications; Survival; Construction.** Amazon.com may modify the Vendor Manual from time to time, which modifications are effective 30 days after written notice to Vendor, unless Vendor objects to the modifications in

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writing within the 30-day period. The provisions of these Resale Terms and Conditions will survive the termination of any or all of this Vendor Manual. This Vendor Manual will not be construed against either party more or less strictly for participating or not participating in drafting it. The section headings of this Vendor Manual are for convenience only and have no interpretive value.

- 20. Entire Agreement.** This Vendor Manual sets forth the entire agreement between Amazon.com and Vendor for ordering, selling, and purchasing Products, and supersedes all prior agreements. Vendor may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of this Vendor Manual. *NEITHER PARTY WILL BE BOUND BY, AND SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS VENDOR MANUAL (WHETHER PROFFERED VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE.*

IV. INSURANCE REQUIREMENTS

Commercial General Liability Insurance:

Vendor must obtain and maintain the following insurance coverage, at its expense:

1. **Commercial General Liability Insurance** – including but not limited to products, products/completed operations, broad form property damage, broad form blanket contractual, advertising injury and personal injury liability. Minimum limits: \$5,000,000 Each Occurrence and \$5,000,000 General Aggregate. Coverage shall contain a broad form vendor's endorsement in favor of Amazon.com and will be primary to any that is carrier by Amazon.com.
2. If Vendor performs any activities on Amazon.com's premises, Vendor must additionally obtain and maintain, at its expense:
 - 2.1 Automobile Liability insurance including coverage for all owned, non-owned and hired vehicles. Minimum limits of \$1,000,000.00.
 - 2.2 Workers Compensation insurance, statutory limits and \$1,000,000 employers liability. Such policy shall contain a waiver of subrogation in favor of Amazon.com and its affiliates.
3. Property Insurance – If Vendor provides Consignment Products, Vendor will maintain "all risk" property insurance covering such Products while stored by or on behalf of Amazon.com including while in transit to such premises. Limits carried will be for the full replacement cost of the inventory. Such coverage will contain a waiver of subrogation in favor of Amazon.com.
4. All policies will provide a 30-day advance written notice of cancellation or non-renewal to Amazon.com.
5. Insurance coverages outlined in 2.1 and 2.2 will include an Additional Insured Endorsement indicating that Amazon.com and its affiliates and their respective officers, directors, employees, successors, assigns, licensees, distributors, contractors and agents have been included as an additional insured.
6. Certificates of insurance shall be mailed to:
Amazon.com
Attn: Risk Management
P.O. Box 81226
Seattle, WA 98108-1226
Fax 206-266-2015