

Applicator Agreement

This agreement has been entered this _____ day of _____, 20 _____. It is by and between GENERAL COATINGS MANUFACTURING CORP., (We, Us, General Coatings) and _____, (You).

By completing this agreement, you are stating that you want to use General Coatings Manufacturing Corp. products and marketing materials. THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. APPOINTMENT AS APPLICATOR

We grant you, and you accept from us, the non-exclusive option to use General Coatings' materials and marketing materials. Marketing materials consists of documents, sales literature, sales contacts, specifications, drawings and like material. You agree that you will abide by the terms and conditions of this agreement during its duration and by the policies and procedures for sales, installation, and warranty issuance for as long as this agreement is in effect. We reserve the right to market, solicit sales, and sell or otherwise distribute marketing materials and our products to any account and any customer.

2. SALES POLICIES

Materials may be sold to authorized applicators on credit and will be subject to credit sales policy outlined in the credit application. General Coatings may in its sole discretion require cash or check purchases at time of pick-up or delivery dependent upon credit results. In addition to credit sales, further security may be required. That may include, but not limited to, prepayment, preliminary construction liens, joint check agreements, bank letters of credit and other forms of security. General Coatings reserves the right without liability to postpone deliveries until General Coatings' credit terms are satisfied. If the applicator does not provide satisfactory security within the time identified in writing by General Coatings, we reserve the right to postpone or withhold deliveries or release of materials until its credit terms are satisfied. SALES REPS CANNOT CHANGE TERMS. ANY CHANGES MUST BE APPROVED IN WRITING BY GENERAL COATINGS CORPORATE CREDIT DEPARTMENT. Any payments not received by the due date are subject to late fees and collections procedures outlined in the credit sales policy. This agreement does not create any absolute right to purchase materials from General Coatings. General Coatings, in its sole discretion shall have the right to accept or reject orders received by applicators. General Coatings disclaims any liability, which may arise from or out of the postponement or withholding of deliveries or refusal to accept orders or rejected orders from the applicator under the terms herein. Neither Party shall be responsible for delays or failure to perform hereunder, except for payment of monies due, if caused by fire, floods, strikes, labor disputes, accidents, acts of war, priorities required or imposed by federal, state, or local law, regulations or ordinances or for any other cause beyond its control.

3. TRAINING

Initial Training. At our discretion, we may require training on your first project or proof of completion of SPFA's Course 101 and 201. Initial training by General Coatings will cover many aspects of the installation of the product and its related components. If training is required, you must complete the training program to our sole satisfaction or we may terminate this Agreement. We will provide our standard onsite training at no cost to you. You agree that you will maintain the training of all field personnel to assure that the training remains current.

Supplemental Training. We may provide refresher training programs or seminars and may require that you and your employees attend and complete them to our satisfaction. These programs and seminars will be held at locations we designate. Fees may be associated with this supplemental training for which you are responsible.

4. STANDARDS OF OPERATION

Laws and Codes. You must comply with all governing laws requiring contractor registration, licensing, and insurance that apply where you work and where the project is located.

Specifications. We agree to provide you a copy of General Coatings' data sheets and/or specifications. The data sheets and specifications are our exclusive property. You may copy the data sheets and/or specification for the sole purpose of promoting General Coatings materials. We develop minimum requirements for product installation, use of our products, and roofing and/or insulation specifications, among other things. These requirements are outlined in the technical data sheets and specifications. We may amend the data sheets and/or specifications, including changes that may affect minimum installation and operations requirements. You will strictly follow the requirements of the specifications and data sheets as amended on all projects regardless of the warranty requested. Methods of installation obtained by sources other than us may not be used without prior written consent from us. Approval of such is solely at our discretion. The use of installation methods and/or products other than General Coatings' materials shall be considered a breach of this agreement. You are also not permitted to use any other companies' polyurethane foam or coatings on any General Coatings project.

Warranty. Prior to issuing a warranty, General Coatings reserves the right to inspect any installation. Applicators must make such repairs as deemed necessary identified in the punch list. All projects requiring Labor and Material warranties must be inspected and punch list items completed and approved. All materials and warranties must be paid in full prior to issuance of the warranty.

5. MARKETING AND ADVERTISING

You will submit to us for approval all advertising and promotional materials related to General Coatings prior to using them in your local advertising program. Any use of brand specific marketing, trademarked or not, is the exclusive property of General Coatings. The use of such items does not convey any rights to such property. You will not use any advertising copy

or other promotional material until we have approved it in writing. From time to time we may elect to modify logos and other image related items. We may require that your use of such property be updated as well to conform to the updated image.

6. TERMINATION

Termination without Cause. Either party may terminate this Agreement, without cause, at any time upon at least 30 days prior written notice. Upon termination of this Agreement, you will immediately cease to use any proprietary methods of installation and marketing materials or any items or information outlined in this agreement or otherwise identified as exclusive property of General Coatings. At General Coatings' sole discretion all advertising using exclusive property of General Coatings shall be terminated by you.

7. NO TRANSFER

Your rights and obligations under this Agreement are exclusive to you. No sale or Assignment by You.

8. INDEMNITY, WARRANTY, AND INSURANCE

Indemnity and Warranty. You will indemnify and hold us harmless from all losses, attorney fees and damages arising out of or connected with your business activities and your acts or omissions. You agree to fulfill your responsibilities and obligations in your workmanship warranty during the required warranty period. We agree to fulfill our responsibilities and obligations in our material warranties and guarantees. In certain warranties covering labor as well as materials we will be responsible for supplying new materials and you will be responsible for the installation of the new materials according to conditions set forth in the warranty we provide to the property owner.

We will indemnify and hold you harmless from all damages, losses, or expenses, including reasonable attorney's fees, which you may be subjected to because of our negligence or failure to perform any terms or conditions of this Agreement. This includes specifically our obligations under our warranty.

If any claim, action or proceeding is threatened or made against you or us under these indemnities, we and you will promptly serve written notice and the other party of the claim, action or proceeding and the other party will have the option to join in the defense of the claim at its expense.

Insurance. During the term of this Agreement, you will keep in force, policies of commercial general liability insurance and commercial automobile liability insurance in amounts and

coverage that are consistent with commercial roofing and insulation work in your market area. The minimum amount of coverage is the greater of those required by project specifications or \$500,000 per occurrence. Workers Compensation and Employer's Liability Insurance, and other insurance required by statute or rules of the states in which you are located and operate. We may require you to increase the minimum limits of coverage to keep pace with regular business practice and prudent insurance custom.

9. NOTICE AND MISCELLANEOUS

Notices. All notices required by this Agreement will be in writing. They may be sent by certified or registered mail, postage prepaid and return receipt requested. They may be delivered personally and receipted. We and You are not joint ventures, partners or agents. You are and will remain an independent contractor.

Construction. This document is the entire Agreement between the parties. It may not be modified or amended except by written agreement signed by the parties. This document supersedes all communications and negotiations between the parties that relate to the subject matter of this Agreement. All words in this Agreement include any number or gender as the context or sense of this Agreement requires. If any part of this Agreement is declared invalid, those declarations will not affect the validity of the remaining portion, which will remain in full force and effect as if this Agreement had been executed with the invalid portion omitted. The parties declare their intention that they would have executed the remaining portion, which may be declared invalid in the future. This Agreement is accepted in the State of California and will be governed by the laws of California, which laws will prevail. The sole venue for all trial issues shall be Fresno, California.

Enforcements. Either party may obtain in any court of competent jurisdiction specific performance and injunctive relief to restrain a violation by the other party of any term or covenant of this Agreement. The prevailing party in any arbitration, suit, or action to enforce this Agreement will recover its arbitration and court costs and reasonable attorney fees, which shall be set by the court or arbitrator.

IN WITNESS, the parties have executed this Agreement on the day and year first written above.

Contractor Information:

Insurance Carrier: _____ Policy Number: _____

Contractor License Number(s): _____ Classifications: _____

Contractor Company Name:

(You): _____

General Coatings Manufacturing Corp.

By: _____
Print Name and Title

By: _____
Print Name and Title of Representative

Signature

Signature