



REGISTERED CONTRACTOR AGREEMENT

"THE RESTORATION COMPANY"
RESTORATION SOLUTIONS FOR EVERY ROOF & WALL

"Technical Service Department • 2628 Pearl Road • Medina, OH 44256
Phone: 800-551-7081 • Fax: 800-382-1218

(PLEASE NOTE SIGNATURES REQUIRED ON PAGES 5 & 8)

- 9 Republic Coating Systems _____ (Republic initials) _____ (representative initials) _____ (Contractor initials)
- 9 Republic Membrane Systems _____ (Republic initials) _____ (representative initials) _____ (Contractor initials)
- 9 Republic Modified Systems _____ (Republic initials) _____ (representative initials) _____ (Contractor initials)

This Agreement is made and entered into this _____ day of _____, 20____ between:

Republic Powdered Metals, Inc.
2628 Pearl Road
Medina, Ohio, 44256

hereinafter referred to as "Republic" and:

Contractor Name _____

Address _____

City _____ State _____ Zip _____

Phone () _____ Fax () _____ e-mail _____

hereinafter referred to as "Contractor" of stated location, and:

Representative Name _____

Address _____

City _____ State _____ Zip _____

Phone () _____ Fax () _____ e-mail _____

hereinafter referred to as "Representative".

INTRODUCTION

1. The purposes of this Agreement are to acknowledge Representative's sponsorship of Contractor of stated location indicated above in the Republic Registered Contractor Program, and to set forth both Republic's and Contractor's separate responsibilities in providing their mutual customers the best possible roofing / restoration project utilizing a Republic Product System (hereinafter referred to as "RPS") and/or product(s). The successful application of the RPS and/or product(s), conformance with the specifications and good roofing / restoration practice, along with the installation of other contract details, remains the sole responsibility of Contractor. As a material supplier, Republic has the responsibility to provide Contractor with quality products, product application instructions and technical service assistance, as described below.

DEFINITION

2. Unless otherwise agreed to in writing by Republic, the RPS, as used herein, shall mean all integral field sheet, coating system and accessory materials manufactured and/or supplied by Republic.
3. In recognition of the authority granted by Republic to Representative with respect to the marketing, promotion and sale of RPS', Republic hereby acknowledges Representative's desire to designate Contractor as a Registered Contractor for the purpose of installing and servicing those RPS projects as specified by representative, and only such projects. Representative represents and warrants to Republic that Contractor's participation in the Registered Contractor Program will enable Representative to provide better service to the mutual customers of Republic and Representative, and that Representative in good faith believes that Contractor can and will perform all obligations stated herein.

It is understood and agreed that Representative's involvement in this Agreement is for the sole purpose of indicating Representative's desire to sponsor Contractor's participation in the Registered Contractor Program, and that Representative shall under no circumstances be held liable for any breach of this Agreement.

APPOINTMENT

4. At the request of Representative, Republic hereby designates Contractor as a Registered Contractor with the non-exclusive and non-assignable right to install and service RPS', as specified by Representative, subject to the terms and conditions of this Agreement.
5. Each of the parties acknowledges that each are independent companies, and that this Agreement is for the performance of services as an independent contractor. This is not a contract of employment or agency. Contractor agrees not to represent itself, or allow any of its employees to represent themselves, as an agent or employee of Republic.

REPUBLIC'S OBLIGATIONS

6. To furnish at Contractor's request sales literature and promotional aids regarding the RPS' that Republic has available.
7. To provide for the use and instruction of Contractor current application instructions, technical manuals and specification data relating to RPS'.
8. Upon receipt of orders approved by Republic, to sell and ship Contractor materials in the quantities specified by Contractor and in accordance with Republic's then current shipping practices, prices, terms and conditions. The materials shall conform to the specifications as published in Republic's data sheet covering such products.

This Agreement covers the installation of the RPS solely.

9. To provide the following services upon a minimum of ten (10) business days' notice: (a) on-site start-up assistance upon the request of Contractor; (b) a final warranty approval inspection of the RPS installation; and (c) project follow-up inspection. Should Contractor fail to provide the requested notice, Contractor shall be responsible for all additional costs incurred by Republic in connection with the performance of such services on shorter notice. Additional training, instruction or inspections will be conducted by Republic upon request and/or as deemed necessary by Republic, on a chargeable basis in accordance with Republic's then current price list.
10. To provide supplies, services and warranties, as specified in the original Notice of Award, provided Contractor has complied with the terms and conditions of this Agreement and all other conditions for the issuance of the warranty have been satisfied.

It is understood by the parties that Republic will generally deliver the applicable RPS warranty to the contractor for delivery to the building owner upon the completion of Republic's final inspection and approval for issuance of the warranty requested for the RPS. It is further understood that the RPS warranty, by its terms is not effective unless Republic has been paid in full for all materials, warranties, supplies and services furnished by Republic. In the event Contractor fails to pay Republic in full within thirty (30) days after receipt of the warranty, Republic reserves the right to declare the RPS warranty void, and to issue its standard material only warranty.

11. Except as otherwise provided in paragraph 20, to indemnify and hold Contractor harmless from any and all costs, expenses, and damages incurred by Contractor as a result of defective products supplied by Republic.

CONTRACTOR'S OBLIGATIONS

12. To provide to Republic with each order for materials, a completed Notice of Award form as provided by Republic, including details of the proposed installation and/or specification variances, including advance notice of any special terms, conditions, required special assistance, etc., prior to project commencement.
13. To be bound by the prices, terms and conditions of sales as set forth on invoices or other Republic documents, and to purchase from and pay Republic for such products according to said prices, terms and conditions. Contractor hereby acknowledges that Republic, in keeping with ordinary and sound construction practices, reserves the right to take all appropriate action to protect its interests herein by, among other things, requesting the issuance of joint checks from the building owner, requiring the procurement of a performance and/or payment bond by Contractor and/or filing or servicing all required notices, and otherwise preserving its rights, under the applicable mechanic's lien statutes.
14. To comply with all state and local licensing requirements or regulations that relate to the activity being undertaken in connection with this Agreement. Contractor shall also maintain and supply to Republic, current insurance coverage for General Liability with Completed Operations in the minimum amount of \$500,000. The policy shall list Republic as an "additional insured", and Contractor shall provide a current policy to Republic with this Agreement.
15. To perform responsibility in the performance of all contractual obligations to the building owner in providing a complete roof project.
16. To maintain an adequate, trained installation crew to properly install the RPS to the standards established by Republic and in conformance with the applicable specifications and good roofing / restoration practice.
17. To determine prior to installation of the RPS the suitability in terms of both appropriateness and condition of all substrate materials and components over which the RPS will be installed.
18. To install the RPS strictly in accordance with the current specifications and application instructions as published or provided by Republic, and in accordance with good roofing / restoration practice. This obligation applies regardless of whether or not Republic issues a warranty on the project.
19. To return the fully executed Completion Form to Republic immediately upon completion of installation.

20. To make such corrections or repairs as Republic deems necessary for the proper installation of the RPS, at Contractor's expense, if Republic determines that the Contractor failed to follow and adhere to Republic's written application instructions and specifications. This obligation applies both during and following the installation of the RPS.
21. To promptly service all request from the building owner or Republic regarding leaks in the RPS and to provide, at its own expense, labor to correct any leaks or defects covered by the applicable RPS warranty, appearing within two (2) years with a 10-year or 12-year warranty, three (3) years with a 15-year warranty, or five (5) years with a 20-year warranty from the date of the issuance of the applicable warranty (the "Repair Period").
22. With regard to repairs made pursuant to paragraphs 20 and 21 hereof, to adhere to and be bound by the "Leak Investigation and Repair Procedures" set forth in the attached Exhibit A.
23. To indemnify and hold Republic harmless from any and all costs, expenses and damages (including reasonable attorney's fees) incurred by Republic as a result of Contractor's improper installation of the RPS or failure to comply with the terms and conditions of this Agreement. This indemnification obligation is in addition to the repair obligations set forth in paragraphs 20 and 21.

LIFE OF AGREEMENT

24. The terms of this Agreement shall continue in effect until terminated by written notice of either party effective thirty (30) days from the date thereof or such shorter time as may be mutually agreed upon, in writing, by the parties ... **or** ... for a period no more than 24 months following the last successful completion (as determined by Republic) of a project installed utilizing RPS.
25. Notwithstanding any other provision contained herein, Republic may terminate this Agreement effective immediately for any of the following reasons:
 - (a) Contractor shall go or be put into liquidation or become subject to the bankruptcy laws of the United States ; or
 - (b) Contractor shall sell or undergo a substantial change in ownership or control; or
 - (c) Contractor breaches any of the terms and conditions of the Agreement; or
 - (d) Contractor ceases to function as a going business; or
 - (e) Upon the appointment of a Receiver for the Contractor or its property.
26. In the event of termination by either party of this Agreement, for any reason, warranty and indemnification responsibilities for all completed and ongoing installations shall remain in effect.

ADDITIONAL TERMS AND CONDITIONS

27. Contractor shall not assign any of its rights or obligations under this Agreement without the express written consent of Republic.
28. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations or promises by either party relating to the subject matter hereof other than as set forth herein.

- 29. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of any other provision of this Agreement, and any such provision shall be deemed modified to the extent necessary to make it enforceable.
- 30. The waiver of the breach of any term or provision of this Agreement shall not operate or be construed to be a waiver of any other or subsequent breach of this Agreement.
- 31. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be dully executed this Agreement the day and year first written above.

REPUBLIC POWDERED METALS, INC.

Signed by: _____
Print Name: _____
Its (Title): _____

CONTRACTOR

Signed by: _____
Print Name: _____
Its (Title): _____

REPRESENTATIVE

Signed by: _____
Print Name: _____
Its (Title): _____



EXHIBIT A ... REGISTERED CONTRACTOR AGREEMENT
LEAK INVESTIGATION & REPAIR AGREEMENT

"THE RESTORATION COMPANY"
RESTORATION SOLUTIONS FOR EVERY ROOF & WALL

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Phone: 800-551-7081 • Fax: 800-382-1218

This Agreement is made and entered into this ____ day of _____, 20__ between:

Republic Powdered Metals, Inc.
2628 Pearl Road
Medina, Ohio, 44256

hereinafter referred to as "Republic" and:

Contractor Name _____
Address _____
City _____ State _____ Zip _____
Phone () _____ Fax () _____ e-mail _____

hereinafter referred to as "Contractor" of stated location.

RECITALS

WHEREAS, Republic wishes to retain Contractor to perform leak investigation and repair services in connection with certain Republic Product Systems (hereinafter referred to as "RPS") and/or product(s). as designated from time to time by Republic (the "Services"); and

WHEREAS, the parties agree that the following leak investigation and repair procedures shall govern Contractor's performance of the Services.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Scheduling of Investigation. Upon receipt of confirmation from Republic that Contractor has agreed to respond to a leak complaint, Contractor shall contact the customer or customer's representative as soon as possible, and in no event later than twenty-four (24) hours after receipt of such confirmation, to advise the customer of Contractor's investigation and/or repair schedule. Contractor shall provide immediate notification to Republic that it has contacted the customer. Should Contractor fail to contact customer within twenty-four (24) hours, Republic reserves the right to make arrangements to investigate the leak complaint itself, or to retain others to fulfill Contractor's obligations under this agreement and, in that event, Contractor shall be responsible for all costs incurred by Republic in connection with such investigation.

2. **Investigating Leak Complaints and Making Warranty Repairs.** Unless otherwise agreed in writing by Republic, Contractor shall investigate a leak complaint as soon as possible and in no event later than seventy-two (72) hours after receipt of the above-referenced notification from Republic. Upon arrival at the job site, Contractor shall make a thorough inspection of the roof in order to determine the probable cause of the leak(s).

- (a) **Leak(s) Not Covered By Warranty.** In the event the leak or condition complained of is not covered by the applicable warranty, Contractor shall immediately inform the customer that the owner is responsible for all costs incurred in connection with Contractor's investigation and the performance of non-warranty repairs. Contractor shall also immediately notify Republic of such a finding.

If, at the time of the investigation, Contractor is able to make a permanent repair of a non-warranted leak in the RPS, and the cost of such repair does not exceed \$500.00 (including time and material), Contractor shall proceed to perform such repairs. If Contractor is unable to make a permanent repair of a non-warranted leak in the RPS for a cost not to exceed \$500.00, Contractor shall perform no repairs to the RPS, unless authorized in writing by Republic.

- (b) **Leak(s) Covered By Warranty.** Should Contractor determine that the leak is covered by the applicable warranty, Contractor shall make immediate, permanent repairs in order to make the membrane completely watertight, as authorized by Republic. Should Contractor determine that repairs are necessary which go beyond those repairs previously authorized by Republic, Contractor shall contact Republic with additional detailed information and a repair estimate. Contractor shall not proceed with such repairs without prior written approval from Republic.

Unless otherwise agreed in writing by Republic, all repairs made pursuant to this paragraph shall be completed as soon as possible, and in no event later than 72 hours after (a) Contractor's investigation of the leak complaint; or (b) Contractor's receipt of repair materials ordered from Republic, whichever is later.

IN THE EVENT CONTRACTOR FAILS TO INVESTIGATE THE LEAK COMPLAINT WITHIN SEVENTY-TWO (72) HOURS AFTER NOTIFICATION BY REPUBLIC, OR TO COMPLETE REPAIRS IN A TIMELY FASHION AS PROVIDED FOR HEREIN, REPUBLIC RESERVES THE RIGHT TO PERFORM CONTRACTOR'S OBLIGATIONS ITSELF, OR TO RETAIN OTHERS TO FULFILL CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT AND, IN THAT EVENT, CONTRACTOR SHALL INDEMNIFY REPUBLIC FOR ALL COSTS AND EXPENSES INCURRED.

- (c) **Warranty Call Report.** Contractor shall immediately notify Republic upon its completion of any repair work. In addition, no later than seventy-two (72) hours after the repair work is completed, Contractor shall complete and return to Republic a Warranty Call Report packet, with film or photographs showing the condition of the membrane before and after repairs are made. IF REPUBLIC DOES NOT RECEIVE CONTRACTOR'S COMPLETED WARRANTY CALL REPORT PACKET, REPUBLIC RESERVES THE RIGHT TO SCHEDULE AN INSPECTION OF THE ROOF TO DETERMINE WHETHER REPAIRS HAVE BEEN MADE AND, IN THAT EVENT, CONTRACTOR SHALL INDEMNIFY REPUBLIC FOR ANY AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH INSPECTION.

If applicable, Contractor shall forward Contractor's final invoice for repair work and/or investigative services authorized by Republic no later than thirty (30) days after the repair work is completed and/or such services are performed. The final invoice must include a detailed breakdown of man hours and rate per man hour. IF REPUBLIC DOES NOT RECEIVE A FINAL INVOICE WITHIN THE TIME SPECIFIED, CONTRACTOR SHALL BE DEEMED TO HAVE WAIVED ANY AND ALL CLAIMS FOR PAYMENT IT MAY HAVE WITH RESPECT TO SUCH REPAIR WORK AND/OR INVESTIGATIVE SERVICES.

- (d) **Submission of Invoice.** Contractor shall forward Contractor's final invoice for warranty repair work to Republic no later than thirty (30) days after the repair work is completed. The final invoice must include a detailed breakdown of man hours and rate per man hour. IF REPUBLIC DOES NOT RECEIVE A FINAL INVOICE WITHIN THE TIME SPECIFIED, CONTRACTOR SHALL BE DEEMED TO HAVE WAIVED ANY AND ALL CLAIMS FOR PAYMENT IT MAY HAVE WITH RESPECT TO SUCH REPAIR WORK.

REPUBLIC POWDERED METALS, INC.

CONTRACTOR

Signed by: _____

Signed by: _____

Print Name: _____

Print Name: _____

Its (Title): _____

Its (Title): _____