



**AGREEMENT REGARDING SALES TERMS, CONDITIONS AND PROCEDURES**

THIS AGREEMENT, entered into as of \_\_\_\_\_, 2014, by and between **Crown Building Products of Florida LLC**, 6018 Hwy 72, Arcadia, FL 34266 (“Crown” or “Manufacturer”) and \_\_\_\_\_, \_\_\_\_\_, Florida \_\_\_\_\_ (“Distributor”).

**Recitals:**

- 1. Crown and Distributor have agreed to enter into a business relationship whereby Distributor will purchase, on a non-exclusive basis, concrete roof tiles manufactured by Crown (“Tiles”) for sale and distribution to customers of Distributor.
- 2. Crown and Distributor have agreed to formalize the sales terms, conditions and procedures to govern the purchase, shipping, payment and related sales matters as hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual terms, covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Terms and Conditions. The terms and conditions of the sale and delivery of Tiles are set forth in Exhibit “A” (Sales Trading Criteria for Distributors) attached hereto and made a part of this Agreement (“Terms and Conditions”) and the Terms and Conditions shall form a part of any purchase order for Tiles submitted to Crown by Distributor.
- 2. Purchase Procedures. The procedures for the placement and fulfillment of purchase orders for Tiles submitted by Distributor shall be governed by the “Procedures for Crown Roof Tile Orders” set forth in Exhibit “B”, attached hereto and made a part of this Agreement (“Purchase Procedures”).
- 3. Conflict. The parties agree that in the event of a conflict between the terms and conditions of a purchase order submitted by Distributor and the Terms and Conditions or Purchase Procedures, then the terms of this Agreement shall at all times control.
- 4. Miscellaneous. This is the entire Agreement between the parties as to the subject matter hereof and may only be modified in a writing signed by both parties. This Agreement may be executed in counterparts and a facsimile or electronically transmitted signature hereto shall be considered an original for all purposes.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

**“Crown”**  
Crown Building Products of Florida LLC,  
a Florida limited liability company

**“Distributor”**  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Sales Trading Criteria for Distributors

(Attached to and forming a part of any Purchaser Order)

1. **General:** In these Terms and Conditions of Sale and Delivery the following conditions apply:
  - a. "The Company" means Crown Building Products of Florida, LLC.
  - b. "The Customer" means any person who enters into a contract for the purchase of materials from the Company, either on his own behalf or as an agent.
  - c. "Materials" mean roof tiles and any other goods that the Company may sell as part of its business from time to time.
  
1. **Prices:** The prices quoted are exclusive of any State or Federal Taxes. The Company reserves the right to increase or decrease prices without notice. Prices are firm only where stated in writing together with the period of their validity. The Company reserves the right to amend or withdraw any quotation where the cost of manufacture or availability of supplies or means of production are adversely affected by WAR, CIVIL DISTURBANCE, ACT OF GOVERNMENT, FIRE, FLOOD OR WEATHER DAMAGE, HURRICANE, STRIKE, LOCKOUT, LABOR DISPUTE, ACCIDENT, AN INCREASE IN COST OF LABOR OR MATERIALS, TRANSPORT OR SHORTAGE OF MATERIALS, TERRORISM, RIOTS, or by any other cause outside our control.
  
2. **Delays:** If the Company is unable to complete delivery of any part of an order, Customer shall accept such part of the order as The Company is able to deliver and Customer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event The Company shall be delayed in or prevented from the performance of any act required under this agreement, or it shall become commercially unreasonable to perform by reason of WAR, CIVIL DISTURBANCE, ACT OF GOVERNMENT, FIRE, FLOOD OR WEATHER DAMAGE, HURRICANE, STRIKE, LOCKOUT, LABOR DISPUTE, ACCIDENT, TERRORISM, POWER FAILURE, NEWLY ENACTED LAWS, AN INCREASE IN COST OF LABOR OR MATERIALS, TRANSPORT OR SHORTAGE OF MATERIALS, TERRORISM, RIOTS, or by any other cause outside our control, The Company shall not be liable to The Customer for any damages incurred by The Customer as a result of any such delay or failure.
  
3. **Claims:** The Customer agrees that all claims against The Company are waived unless presented to The Company in writing within one week from date of pick-up of the materials. The Company shall have thirty days from receipt to inspect and correct a defect if such claim is allowed. The Customer further agrees that in the event The Customer disagrees with The Company's decision about whether to allow the claim that The Customer's remedy is to formally adjudicate the claim, but The Customer further agrees that The Company invoices for all materials supplied shall be paid in the interim. No claim shall be allowed after the materials purchased hereunder are installed, modified or processed by The Customer in any manner. THE COMPANY'S LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE SHALL NOT EXCEED THE PRICE OF THE MATERIALS ACTUALLY RECEIVED BY THE CUSTOMER FROM THE COMPANY WITH REGARDS TO WHICH SUCH CLAIM FOR LOSS OR DAMAGE IS MADE.
  
4. **Waiver:** The Company may, at its option, permit The Customer to remedy any default under this Agreement without waiving the default so remedies or any other default by The Customer.



The Customer waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument issued or delivered to The Company.

5. **Technical Assistance:** In no event shall The Company bear any responsibility for claims arising from technical advice or assistance provided to The Customer. Advice by The Company is for The Customers guidance only and The Customer agrees to rely solely on its own architects, engineers or other technical experts.
6. **Payment and Interest:** The Company payment terms are net 30 days. The Customer shall make all payments due hereunder in accordance with the terms of this agreement and as stated on our invoices or other notices of terms, without any right of offset or retention and without regard to any agreement The Customer may have with other parties. If The Customer fails to pay in full the invoice amount when due, The Customer agrees to pay interest on the unpaid balance from the date when due until paid in full at the rate selected by The Company, not to exceed the lesser of 18% per annum or the highest lawful rate, specifically including post judgment. The Customer agrees to pay any and all costs and expenses incurred by The Company in collecting from The Customer any past due amounts, including but not limited to reasonable attorney fees, court costs and collection agency fees. The Company may suspend deliveries during any period when The Customer has overdue balances or evidence of a changed financial condition.
7. **Liens:** Prior to the plant/yard pickup, delivery of materials to the Customer's yard or delivery of materials to the jobsite, the Customer agrees to timely provide in writing to the Company and information regarding bonding companies, general contractors and owners for the purpose of filing preliminary notices and claims on payment bonds or mechanics and supplier's liens.
8. **Limited Warranty and Limited Liability Disclaimer:** The Company warrants that the materials sold under this agreement meet solely the description and specifications for the same set forth in the applicable Quotation, if any, and shall be free from defects in material and workmanship as of the date of delivery thereof. Resale customers will be provided a Limited Lifetime Warranty, a copy of which is attached hereto as Exhibit "A". No other express warranties are made with respect to said Materials. Acceptance by The Customer shall constitute confirmation by The Customer that the materials meet the description and specifications, if any, set forth in such applicable Quotation. The foregoing warranty is subject to standard color variations, efflorescence, tolerances and classifications or naturally occurring substances. The Company is not responsible for installation or defective conditions caused by installation. The Customer's exclusive remedy for breach of this warranty shall be to require The Company, at The Companies option, to refund the purchase price for the materials sold hereunder, to repair or to provide The Customer with conforming replacements for any nonconforming Materials. In no event shall The Company be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, nominal, statutory or punitive damages regardless of the foreseeability thereof. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESSED OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE,



MERCHANTABILITY OR HABITABILITY. The Customer agrees that in specific consideration for receiving this warranty, it will defend, indemnify and hold Company harmless from any and all damages, losses, liability suits, actions, causes of action and judgments incurred or threatened against Company in connection with any statutory, contractual or warranty breach, negligence, intentional acts, strict liability or other tortious conduct by the Customer arising out of or in any way related to this Agreement or the Materials, including, without limitation, the use, handling, transport, resale, storage and installation of the Materials.

9. **Choice of Laws; Venue; Waiver of Jury Trial:** This agreement shall be governed by the laws of the State of Florida without giving effect to conflict of laws principles. The Customer agrees that any legal actions and proceedings brought for the breach or the enforcement of this Agreement will lie in the state and county designed by The Company. The Customer consents and submits to the jurisdiction and venue of any state, county or federal court located within that county. *As a material inducement to The Company to enter into this agreement, The Customer waives the right to trial by jury in any proceeding arising out of or related to this agreement.*
10. **Collection:** Where The Customer provides his own transport and collects materials from The Company's premises, The Company will not be responsible for any shortages, breakage or damage whatsoever unless notified of same before the materials leave The Company's premises.
11. **Delivery, Title and Risk of Loss:** Delivery dates are approximate and based upon receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and Title and Risk of Loss Damage will pass F.O.B. point of shipment to the Buyer and each shipment or delivery shall be considered a separate and independent transaction.
12. **Pallets:** Where materials are supplied on The Company's pallets a charge will be made for each pallet. The amount of this charge will be refunded, minus the pallet fee, upon the return of pallets in good condition to The Company's premises. The customer is responsible for returning the pallets to The Company's premises.
13. **Surplus Materials:** Where the quantities of materials ordered are in excess of those used, such surplus material will not be accepted for refund, creditor exchange, irrespective of whether or not the quantities ordered were estimated by The Company.
14. **Samples:** Samples should be requested when making final decision regarding profile and color. Samples are submitted as indication only of the profile, color or blend of material quoted for. No guarantee is given as to the size, color or quality of the bulk.
15. **Entire Agreement:** This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no prior or contemporaneous oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.
16. **Miscellaneous:** Time is of the essence. The Customer consents to The Company sending information to The Customer regarding The Company's products and prices at any time by fax



to any fax number provided by The Customer, other electronic means or otherwise. A facsimile copy or electronic transmission duly signed by the party transmitting same will be treated as an original. The Customer shall not assign the Agreement or any interest herein without the prior written consent of The Company and any attempted assignment, whether by operation of law or otherwise, shall be void without prior written consent. This Agreement may not be modified or amended except by a writing signed by both parties.