



OWENS CORNING® PINK ADVANTAGE® DEALER PROGRAM PROCAT™ DEALER EVENT

Thank you for agreeing to participate in the Owens Corning® ProCat™ Dealer Event (the “Event”). Owens Corning Sales, LLC (“Owens Corning”) has developed the Event to promote the sale of Owens Corning® ProCat™ Professional Loosefill Insulation Products (“ProCat™ Insulation Products”) through select dealers. As part of the Event, Owens Corning will make available the proprietary ProCat™ Professional Insulation Machine (the “ProCat™ Machine”), and provide certain training, technical resources, and marketing and business support to assist the Dealer (the “Dealer”) with its participation in the Event and the sale of the ProCat™ Insulation Products. The Dealer shall have either earned the right to acquire the ProCat™ Machine at no charge at the conclusion of the Event, or shall otherwise be given the opportunity to purchase the ProCat™ Machine at a purchase price determined in accordance with terms and conditions described herein.

Please be so kind as to fill in the information below. The “Effective Date” shall be the date that the Event begins with the Dealer. The “Supplying Distributor” is the distributor that the Dealer has selected for purchasing its requirements for ProCat™ Insulation Products.

Dealer Information

Name: _____
Address: _____
City: _____ State: _____ ZIP Code: _____
Telephone: _____
Fax: _____
Email: _____
Contact: _____

Supplying Distributor Information

Name: _____
Address: _____
City: _____ State: _____ ZIP Code: _____
Telephone: _____
Fax: _____
Email: _____
Contact: _____

Effective Date: _____ (to be completed by Owens Corning area sales manager)

Pink Advantage® Dealer Program ProCat™ Dealer Event Checklist:

- Order 198 bags of ProCat™ Insulation from your distributor
- Submit the ProCat™ Professional Loosefill Insulation purchase invoice copy along with the completed contract
 - Invoice copy must be submitted as proof of satisfaction of your Start-Up Purchase Requirement (defined in General Terms and Conditions that follow on page 2).
- Submit agreement completed in full. Be sure to include the following documentation as well:
 - Effective date
 - Dealer signature and initials
 - ASM signature and initials

Submit via email: ProCatDealerEvent@owenscorning.com or FAX: (419) 325-1042.

* The ProCat™ Machine will be ordered once the completed contract has been received and processed.

In exchange for the Event benefits provided by Owens Corning, the Dealer agrees to be bound by the General Terms and Conditions that accompany this document.

AGREED TO AND ACCEPTED BY:

ASM, Owens Corning Sales, LLC

By: _____
(Signature)

Name: _____

Date: _____

Dealer

By: _____
(Signature)

Name: _____

Date: _____

GENERAL TERMS AND CONDITIONS

The Dealer desires to participate in the ProCat™ Dealer Event, and Owens Corning Sales, LLC (“Owens Corning”) is willing to allow Dealer to participate subject to the following additional terms and conditions set forth below.

For good and valuable consideration, the parties agree as follows:

1. **Purchase Commitments.** In exchange for the Event benefits provided by Owens Corning, in each of the second and third Contract Years (as defined herein) during the term of the Event, the Dealer agrees, with respect to its overall purchase requirements for loosefill blown-in insulation products, no less than 100% of its purchase requirements for such products shall be ProCat™ Insulation Products (the “Purchase Requirements”). The Dealer shall convert its entire loosefill blown-in insulation business to ProCat™ Insulation Products within the first Contract Year.

Notwithstanding the preceding, the Dealer also agrees to use best efforts to purchase no less than \$20,000 of ProCat™ Loosefill Insulation per Participating Dealer Location (as defined herein) in each Contract Year during the term of the Event from the designated Supplying Distributor identified by Dealer on the opposite page hereof (the “Target Purchase Minimum”).

Additionally, to ensure the successful start to Dealer's participation in the Event, Dealer agrees that it shall purchase an initial stock of ProCat™ Insulation Products in an amount no less than 198 bags from the designated Supplying Distributor for each Participating Dealer Location (the “Start-Up Purchase Requirement”). The Dealer shall ensure that a copy of the Purchase Order for the Start-Up Purchase Requirement is received by Owens Corning via email to: ProCatDealerEvent@owenscorning.com or fax to: (419) 325-1042. Submission of an executed copy of the above Agreement, plus the Purchase Order evidencing the Start-Up Purchase Requirement, shall constitute authorization to the ProCat™ Dealer Event Administrator to submit a Purchase Order on behalf of the Distributor for the ProCat™ Machine, to be shipped to the location and for the account set forth above in the Agreement. The machine will be shipped at \$0 cost to the Distributor.

The Purchase Requirements, Target Purchase Minimum, and the Start-Up Purchase Requirement shall be collectively referred to herein as the “Purchase Commitments.”

2. ProCat™ Dealer Event.

- A. Owens Corning agrees that it shall make available to Dealer for its use one ProCat™ Machine per Participating Dealer Location. The ProCat™ Machine is made available to the Dealer at the designated Supplying Distributor's location for pickup, at Dealer's sole cost and expense. Dealer shall have either earned the right to acquire the ProCat™ Machine at no charge at the conclusion of the Event, or otherwise shall be provided the option to purchase the ProCat™ Machine at the purchase price calculated in accordance with the provisions below. If the Dealer has an option to purchase the ProCat™ Machine, such option shall expire within 90 days following the conclusion or termination of the Event, whichever is earlier.

The actual purchase price for the ProCat™ Machine shall be calculated based upon Dealer's purchases of ProCat™ Insulation Products against the Target Purchase Minimums for each Participating Dealer Location in each of the three (3) Contract Years during the term of the Event, and Purchase Price shall be based on the Dealer's Pink Advantage™ Dealer Program membership level (Bronze, Silver, Gold, or Diamond) at the end of each contract year, all in accordance with the following schedule:

PADP STATUS	BRONZE	SILVER	GOLD	DIAMOND
Annual purchases required to waive machine invoice	\$20,000	\$20,000	\$20,000	\$20,000
Annual machine invoice if below \$20,000	\$3,250	\$2,250	\$1,850	\$1,250

Example 1: If Dealer achieves the Target Purchase Minimum (i.e., \$20,000) in each of the three (3) Contract Years for a Participating Dealer Location, the purchase price for the ProCat™ Machine for that location is \$0 (i.e., the Dealer shall have earned the ProCat™ Machine at no charge). Calculated as purchase price of \$0 in each of Contract Years 1 through 3 for a total purchase price of \$0.

Example 2: If Dealer at Silver status achieves \$5,000 in Contract Year 1, \$9,000 in Contract Year 2, and \$26,000 in Contract Year 3 for a Participating Dealer Location, the purchase price for the ProCat™ Machine for that location is \$5,000. If the dealer has PADP Silver Status, charge is \$2,250, \$2,250, and \$0 for a total of \$4,500. Calculated as purchase price of \$2,500 in Contract Year 1; purchase price of \$2,500 in Contract Year 2; and purchase price of \$0 in Contract Year 3 for a total purchase price of \$4,500.

Example 3: If Dealer has Silver status and achieves \$5,000 in Year 1 but becomes Diamond status in Year 2 and achieves \$9,000, and \$20,000 in Year 3, The purchase price is \$2,250, \$1,250, and \$0 for a total purchase price of \$3,500.

At the contract anniversary date, the Dealer's PADP funds will be deducted to cover the purchase price owed for the previous year. Any remaining portion owed for the ProCat™ Machine shall be invoiced through the designated Supplying Distributor. Dealer agrees to pay the applicable purchase price immediately when due. The purchase price shall be calculated at the expiration of the term of the Event or upon the earlier termination of the Event. In the event that Dealer does not elect to purchase the ProCat™ Machine by exercising its purchase option, then Dealer shall promptly return the ProCat™ Machine to Owens Corning through the designated Supplying Distributor in good condition, reasonable wear and tear expected, and at its sole cost and expense.

The Dealer is not required to maintain a ProCat™ Machine at all of its locations. A Dealer location that maintains a ProCat™ Machine on premises and participates in the Event shall be referred to herein as a “Participating Dealer Location.” The Participating Dealer Locations are as set forth on Exhibit A attached hereto and may be modified as Participating Dealer Locations are either added or removed from time to time, as agreed by Owens Corning and Dealer.

- B. Dealer shall purchase the Purchase Commitments for ProCat™ Insulation Products from the designated Supplying Distributor, all in accordance with Section 1 of these General Terms and Conditions.
3. **Additional Event Benefits.** In addition to the benefits referenced herein, Owens Corning agrees to provide Dealer with other Event benefits, including at the sole discretion of Owens Corning, market and business analysis, technical resources, sales and marketing materials, and comprehensive business-related training.
4. **Term and Termination.** The term of this Event shall be three (3) Contract Years. The term shall commence on the Effective Date. For purposes hereof, a “Contract Year” shall be the 12-month period immediately following the Effective Date and then each successive 12-month period thereafter.

If either party commits a material breach of this Agreement, and such material breach is not cured within a period of thirty (30) days after written notice of such material breach is delivered to the breaching party, then the non-breaching party may immediately terminate this Agreement by providing the breaching party with written notice of such termination. For purposes of clarification, if Owens Corning terminates this Agreement for a material breach by Dealer, then Dealer's option to purchase the ProCat™ Machine shall automatically terminate.
5. **Audit Rights.** During each Contract Year, Owens Corning shall have the right to inspect and audit Dealer's records as they relate to Dealer's purchases of ProCat™ Insulation Products with respect to the Purchase Commitments. The rights of Owens Corning shall, however, only be exercised by Owens Corning during Dealer's normal business hours and only following reasonable prior notice (24 hours' prior notice being presumptively reasonable). Such inspection and audit rights hereunder shall not be exercised more than once during any Contract Year.
6. **Indemnity.** Dealer shall indemnify, defend, and hold Owens Corning harmless from and against any claims, liabilities, costs, expenses, and damages based upon an allegation that: (a) Dealer is an agent or employee of Owens Corning; (b) Dealer or its employees, agents, or subcontractors were negligent in performing work for their customers; (c) the acts or omissions of Dealer or its employees, agents, or subcontractors damaged the property of others or resulted in personal injury; (d) Dealer failed to comply with the terms of the Event or with applicable building code, regulations, or rules; (e) Dealer performed any illegal act(s); and/or (f) Dealer made any misrepresentation to any of its customers. The obligations of this paragraph shall survive termination of Dealer's participation in the Event.
7. **Trademarks.** No license is granted or implied by these General Terms and Conditions under, or for the use of, any trademarks or trade names owned or controlled by Owens Corning or any of its affiliates, except as otherwise expressly provided by Owens Corning in connection with the Event.

8. Miscellaneous.

- A. The General Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law's provisions.
- B. If any provision herein shall be found invalid by a court of competent jurisdiction, such provision shall be deemed omitted, but the remaining provisions shall remain in full force and effect.
- C. These General Terms and Conditions constitute the full, complete, and final expression of the parties' agreement and understanding regarding the Program, and replace any other prior representations, understandings, or agreements between the parties regarding the Event.
- D. These General Terms and Conditions and Dealer's participation in the Event are personal to Dealer, and Dealer shall not assign or transfer its rights or obligations hereunder to any third party without the prior written consent of Owens Corning, which may be withheld in the sole discretion of Owens Corning.
- E. All capitalized terms not otherwise defined within these General Terms and Conditions shall have those meanings given to such terms on the opposite page of this document, which bears the signatures of the parties.

Exhibit A: Participating Dealer Locations

1: _____

2: _____

3: _____

4: _____

5: _____

6: _____

7: _____

8: _____

Initials	Owens Corning	Dealer
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OWENS CORNING INSULATING SYSTEMS, LLC
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1-800-GET-PINK®
www.owenscorning.com

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