

MEGANITE FABRICATOR / INSTALLER AGREEMENT

Maxstone International appoints Fabrication Firm as a Meganite Fabricator. Fabrication Firm acceptance of this appointment constitutes fabricator's agreement to fabricate and install Meganite as specified by, and in accordance with the fabrication and Installation manual, and inspection sheet, as published by Maxstone International. These standards may be revised or supplemented at any time at the discretion of Maxstone International. Any such revision or supplement shall become part of the agreement
In addition the fabricator agrees to:

- a. Participation In attending any Maxstone International sponsored training courses
- b. Have all Meganite products installed by licensed contractors in states where a license is required.
- c. Sell Meganite material in compliance with all federal, state, and local laws. Redistribution/ resale of un-fabrlicated thick sheet product, sinks and bowls, and joint adhesive is prohibited.
- d. Perform all fabrication and installation techniques in accordance with Current recommendations as described in the Meganite Solid Surface Fabrication Manual.
- e. Ensure all products fabricated or installed are free of fabrication or installation defects.
- f. Warranty my workmanship for a period often (10) years after the date of installation.
- g. Provide a Meganite Care and Maintenance Kit to end users on all installations.
- h. Leave color matched repair material affixed under the sink or in a secure location at the jobsite.
- i. Educate end user on proper care and maintenance techniques as well as product limitations.
- j. Adhere warning labels to the countertop, instructing the plumber and appliance installer of the installation requirements of Meganite Solid Surface.
- k. Respond promptly to all end user claims and complete site inspections within ten (10) working days of receiving the complaint.
- l. Notify Meganite warranty administrator of any end user complaint or issue appearing to be manufacturer or distributor-related within ten (10) days of inspection.
- m. Resolve fabricator-related issues with the end user within 30 days after the date of the first inspection.
- n. Resolve end user related issues in a timely manner.

Maxstone International does not engage in fabrication or installation of Meganite products and shall not assume the responsibility for such services or for claims by other parties arising out of such services. Fabricator agrees to release, defend, hold harmless, and indemnify Maxstone International for any and All claims, which may arise directly, out of fabricator's solicitation, promotion, or performance of the fabrication and installation of Meganite products.

This agreement shall become effective on the date signed by all parties and shall extend for one year, after which it will continue on a year-to-year basis, or may be terminated by either party upon at least 30 days' prior written notice to the other. This agreement shall not be assignable either in whole or in part by either party without the prior written consent of the other party. Signing this agreement also acknowledges that you have read and agree to our Fabrication & Installation Manual. If you have any questions or concerns about our fabrication policies please send them in writing to the address above.

Maxstone International _____ Date _____

Acceptance: Fabrication Firm

Company Name _____

Company Address _____

Phone: (____) Fax: (____) Mobile:(____) _____

E-mail: _____@_____

Print Name _____ Signature _____ Date _____