

ACCREDITED CONTRACTOR AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20

BETWEEN:

HYDROTECH MEMBRANE CORPORATION, a body corporate having an office and a manufacturing plant in Anjou, Quebec.

OF THE FIRST PART

-and-

(Name)

(Address)

(Hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS Hydrotech manufactures, sells and distributes roofing and waterproofing membrane products, as well as accessories (hereinafter referred to as Products) : and

WHEREAS Hydrotech is willing to sell and distribute the products to contractor only upon the express condition that contractor and Hydrotech agree to be bound by the terms and conditions herein stated:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration (receipt and sufficiency of which is hereby acknowledged) the parties hereby covenants and agree as follows :

ARTICLE I

APPOINTMENT

- 1.01 Subject to terms and conditions contained, HYDROTECH appoints Contractor as one of its accredited contractors and grants contractor the non-exclusive right to sell and install the Products and to describe itself as a "Hydrotech Membrane Corporation Accredited Contractor.
- 1.02 Notwithstanding any thing herein contained, HYDROTECH reserves the right to sell, distribute and install the products either directly or through other Persons as it deems appropriate without regard to this Agreement.

ARTICLE II

HYDROTECH'S OBLIGATIONS

- 2.01 During the term of this Agreement, HYDROTECH agrees :
 - (a) To provide Contractor with such instructions and training regarding the sale and installation of the Products as HYDROTECH deems necessary for the proper

utilization of the Products, it being acknowledged and agreed that HYDROTECH does not engage in the practice or profession of engineering or architecture.

- (b) To supply Contractor with promotional, advertising and technical material relating to the Products in quantities deemed reasonable by HYDROTECH for Contractor's use in the sale of the Products.
- (c) To provide a warranty, the terms and conditions of which shall be determined approved and accepted by HYDROTECH. HYDROTECH reserves the right to refuse to issue a warranty on Products installations not approved and accepted by it.

ARTICLE III

CONTRACTOR'S OBLIGATIONS

3.01 Contractor agrees :

- (a) To purchase from and pay HYDROTECH for all purchases of Products according to the prices and terms established by HYDROTECH from time to time.
- (b) To use its best efforts to actively promote the sale and use of Hydrotech's Products :
- (c) To maintain to the satisfaction of HYDROTECH an adequate stock of the Products, to maintain service and installation facilities and employ adequately trained, qualified and competent installation and service personnel :
- (d) To attend, at Contractor's expense, HYDROTECH training meeting at times and places designated by HYDROTECH :
- (e) To sell, apply, install, service and use the Products strictly in accordance with HYDROTECH'S published specifications, instructions and procedures as are determined by HYDROTECH and notified to Contractor from time to time :
- (f) To use only supplies, materials and equipment supplied or approved by HYDROTECH in the application, installation, servicing and use of the Products :
- (g) To promptly correct, at Contractor's expense, all defects and problems relating to the installation of the Products attributable to or arising from Applicator's work and pay for all damages arising from the improper use, installation, servicing or application of the Products or failure to comply with Sections 3.01 (e) and (f) above :
- (h) For a period of time commencing with the initial installation of the Products and continuing for a period of two (2) years from the date that HYDROTECH issues its warranty to the Building Owner, to promptly repair, at the request of HYDROTECH or the Building Owner, at Contractor's expense, any defects covered by the HYDROTECH Warranty which appear :
- (i) Upon receipt by HYDROTECH, to promptly repair at a cost to HYDROTECH agreed in advance by the parties, or in the absence of such agreement, at a reasonable cost to HYDROTECH, any defects appearing after the period described in Section 3.01 (h) above :
- (j) To comply with all Federal, Provincial and local statutes, regulations, ordinances and by-laws applicable to the Contractor and its business :
- (k) To inform HYDROTECH at least fourteen (14) days prior to the final inspection that such inspection is required :

- (l) To inform HYDROTECH that all financial liabilities of the Owner to the Contractor have been fulfilled prior to the issue of HYDROTECH Warranty to the Owner :
- (m) At HYDROTECH's request Contractor shall, from time to time, provide adequate assurance satisfactory to HYDROTECH of Contractor's due performance of its obligations under this agreement and Contractor's financial responsibilities.

ARTICLE IV

SALES OF PRODUCT

- 4.01 All orders submitted to HYDROTECH for Products shall be in writing or confirmed in writing and signed by the Contractor. Contractor's orders shall not be effective until filled by HYDROTECH or accepted in writing by HYDROTECH at its offices located in Montreal. HYDROTECH reserves the right to refuse any order for any reason whatsoever.
- 4.02 The amount of any present or future sales, revenue, excise or other taxes applicable to Products purchased by Contractor shall be added to the purchase price and shall be paid by Contractor or in lieu thereof Contractor shall provide HYDROTECH with a tax exemption certificate or other proof of tax exemption in a form applicable and acceptable to the relevant taxing authorities.

ARTICLE V

WARRANTY

- 5.01 HYDROTECH warrants its Products to be free from defects.

HYDROTECH's liability and Contractor's remedies are limited to HYDROTECH's replacement of the defective Products. Replacement of defective Products will be made only upon HYDROTECH's receipt of Contractor's written notice within sixty (60) days after date of delivery of the first shipment of Products with respect to which the claim is made that the Products are defective and upon HYDROTECH's inspection of the Products, its concurrence that the Products are defective. Contractor shall return defective Products and HYDROTECH shall pay the cost of shipping only after HYDROTECH has sent definite shipping instructions. No express warranties and no implied warranties of merchantability or fitness for any particular use or purpose, or otherwise other than those set forth above, which are made expressly in lieu of all other warranties shall apply to Products sold by HYDROTECH, and no waiver, alteration, or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of HYDROTECH. No claim shall be made and accepted if the Products have been changed, altered or processed in any manner whatsoever.

HYDROTECH shall not be liable for any special, incidental, consequential, or other damages caused by or arising out of shipment of defective materials.

ARTICLE VI

USE OF TRADE NAMES, TRADEMARKS AND RELATIONS BETWEEN PARTIES

- 6.01.1 Contractor agrees that it shall not use the name HYDROTECH, HYDROTECH's logo or any other trademark or trade name now or hereafter used by HYDROTECH except in its correspondence or advertising related to the sales of HYDROTECH's Products, but not in Contractor's firm name or assumed name. By this Agreement, Contractor is not authorized or empowered to act as an agent for HYDROTECH (except as provided herein, or to transact business, incur obligations or invoice Products in HYDROTECH's name or for HYDROTECH's account or on HYDROTECH's behalf to make any promises, warranty or representations with respect to HYDROTECH's Products not contained in HYDROTECH's literature. Upon expiration or termination of this Agreement for any reasons, Contractor

shall immediately discontinue any use whatsoever of any HYDROTECH name, logo or other trademark or trade name now or hereafter used by HYDROTECH. Contractor agrees that neither Contractor nor any person, company or corporation employed by Contractor shall be deemed to be employees of HYDROTECH.

ARTICLE VII

PRODUCT CHANGE

- 7.01 HYDROTECH reserves the right at any time, without notice to Contractor, to change, improve or discontinue the sales of its Products or to change and/or revise its Products installation instructions or procedures without incurring any obligations or liability to Contractor or others.

ARTICLE VIII

TERM AND TERMINATION

- 8.01 This Agreement may be terminated by either HYDROTECH or the Contractor. Termination to take effect thirty (30) days from the date of a registered letter informing either party of the intent to terminate the Agreement.
- 8.02 HYDROTECH shall have the right to terminate this Agreement at any time upon ten (10) days written notice to Contractor upon the occurrence of any of the following events:
- (a) The failure of Contractor to perform fully any of Contractor's undertakings and obligations hereunder;
 - (b) The failure of Contractor to pay for any Products ordered and received from HYDROTECH, or other violation of any terms and conditions of any contract or sale between HYDROTECH and the Contractor.
- 8.03 Unless otherwise agreed in writing by both parties, termination of this Agreement shall automatically cancel all accepted orders for Products not shipped by HYDROTECH by the date of termination.
- 8.04 Termination of this Agreement shall not relieve Contractor of:
- (a) Its obligations, duties and liabilities under Article III (a), (e), (f), (g) and (l);
 - (b) Its duty to complete installations undertaken and not completed by Contractor on the date of termination of this Agreement; and
 - (c) Its obligation to make all payments due or accrued to HYDROTECH.

ARTICLE IX

INDEMNITY AND WAIVER

- 9.01 Contractor shall indemnify HYDROTECH and save HYDROTECH harmless against any and all liability, claims, losses, damages, injuries, expenses, costs, fees (including legal fees calculated on a solicitor and his own client basis) and payments made or incurred by HYDROTECH as a result of any act or omission, including negligent and willful acts and omissions, of Contractor, its servants or agents, in the performance of this Agreement, or in any matter or thing relating to this Agreement.
- 9.02 Contractor agrees to waive any and all claims it may have against HYDROTECH arising out of HYDROTECH's refusal to issue a Hydrotech Warranty to a Customer provided such refusal is in accordance with the provisions of Article II (c) hereof.

- 9.03 The provisions of this Article IX shall survive the termination or expiration to this Agreement.

ARTICLE X

FORCE MAJEURE

- 10.01 Neither party shall be held responsible for delays or failure to perform hereunder resulting from any cause beyond its control including, without, limitation acts of God, fire, flood, strike, lock out, labor dispute, factory shutdown or alteration, act of civil or military authority, transportation delays or restrictions imposed by federal, provincial or municipal law, the need to allocate factory output because of unusual demand, shortage or delay, weather, tempest, accident, wreckage, breakdown of machinery or inability to obtain labor, material or energy.
- 10.02 In the event of shortage of Products for any reason, HYDROTECH may allocate supply among itself and all its dealers, customers and Accredited Contractors in an equitable manner determined at the sole discretion of HYDROTECH.

ARTICLE XI

MISCELLANEOUS

- 11.01 All sales and contracts for the sale of Products by HYDROTECH to Contractor from time to time are expressly made pursuant and subject to the terms of this Agreement and to HYDROTECH's standard terms and conditions of sale in effect from time to time. In the event of any conflict between the terms of this Agreement and the standard terms and conditions of sale then in effect, this Agreement shall be controlling. Nothing contained in any purchase order submitted by Contractor shall in any way modify or add to such terms or conditions.
- 11.02 Subject to Section 11.01, this Agreement constitutes the entire agreement between the parties relative to the subject matter hereof and supersedes any prior or other agreements relative thereto and there are no oral or other representations, warranties, promises or conditions relative hereto or the subject matter hereof except as contained herein. This Agreement may not be amended or modified in any respect except by written instrument signed by executive officer of HYDROTECH.
- 11.03 The failure of either party at any time to enforce compliance with any provision hereof shall in no manner affect its right at a later time to enforce the same or any other provision hereof. If any provision of this Agreement is determined to be severable and shall not affect or impair the validity or enforceability of any other provision of this Agreement.
- 11.04 Neither this Agreement nor any rights or obligations hereunder are transferable, assignable or delegable by Contractor without the express prior written consent of HYDROTECH.
- 11.05 All notices, demands, request or other communications which may be or are required or permitted to be served or given pursuant to this Agreement shall be given to the parties by written notice at the following addresses or such other addresses as the parties may specify in writing:

To Hydrotech: Hydrotech Membrane Corporation
10951 Parkway Blvd.
Anjou, Quebec, H1J 1S1

To Contractor: _____

Except as otherwise provided herein, this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first above written.

HYDROTECH MEMBRANE CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

ACCREDITED CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____