OWENS CORNING® PINK ADVANTAGE® DEALER PROGRAM TERMS AND CONDITIONS

Office Use Only
ID #:_____

(Owner's Initials): _____

Background Statement: To promote the benefits of Owens Corning® products and systems, Owens Corning has developed a program known as the "Owens Corning® PINK Advantage® Dealer Program". Dealer desires to participate in the Program, and Owens Corning is willing to allow Dealer to so participate subject to the terms and conditions set forth below. For good and valuable consideration, the parties agree as follows:

1. **Dealer Qualification:** To determine Dealer's qualification to participate in the Program, Owens Corning will evaluate Dealer using screening criteria as established by Owens Corning in its sole discretion. Dealer acknowledges and agrees that Owens Corning will re–evaluate Dealer on a periodic basis to ensure that Dealer continues to qualify for participation in the Program. To facilitate such re–evaluation, Dealer agrees to submit such information as requested by Owens Corning, within five business days of request, as long as Dealer participates in the Program. Refusal or failure of Dealer to timely provide updated information as and when requested by Owens Corning may be grounds for termination from the Program.
2. **Dealer's Obligations:** As long as Dealer is a participant in the Program, Dealer shall, at its sole expense:
   - **A.** Use best efforts to promote, advertise, market and sell Owens Corning® and Masonite® products and systems (collectively, the "Products").
   - **B.** Conduct business in an ethical manner. Sell Products without misrepresentation or making any false or misleading statements.
   - **C.** Dealer, as well as any of its employees or agents, shall not engage in any conduct which has or may reasonably be expected to have an adverse impact on or impair the goodwill associated with the Network, marks, Owens Corning, or any of its affiliates.
   - **D.** Comply with all applicable building codes, federal, state and local laws and regulations, and any permitting or licensing requirements governing the operation of Dealer's business and the installation of the Products.
   - **E.** Represent Owens Corning® and Masonite® Products in a factually accurate manner, consistent with Owens Corning literature, samples, and www.owenscorning.com, and without misrepresentation or making any false or misleading statements.
   - **F.** Maintain good standing with the Better Business Bureau.
   - **G.** Maintain satisfactory credit rating with Dun and Bradstreet or other credit reporting agencies.
   - **H.** Abide by such reasonable policies and procedures as may be implemented by Owens Corning from time–to–time that relate to the Program.
   - **I.** If stocking insulation, must exclusively stock PINK® Fiberglas™ insulation products and are 100% PINK® in their batts, rolls, or loosefill insulation purchases.
   - **J.** Purchase a minimum of Ten Thousand Dollars ($10,000) in Owens Corning® and Masonite® Products annually. If purchasing roofing shingles, roofing components must also be purchased in order to earn funding.
   - **K.** Continuously maintain a permanent place of business (e.g. no P. O. boxes) and telephone number, and keep Owens Corning apprised of any changes to such address and telephone number. Failure to keep updated records may be grounds for removal from the Program.
   - **L.** Conduct business in an ethical manner. Neither Dealer, nor its employees or subcontractors, shall engage in any conduct that has, or may reasonably be expected to have, an adverse impact on or impair the goodwill associated with the Program, marks, or Owens Corning or any of its affiliates.
3. **Owens Corning Obligations:** Owens Corning's Obligations: For any Dealer participating in the Program, Owens Corning shall provide the services and benefits offered by Owens Corning under the Program, which may be changed from time–to–time by Owens Corning at its sole discretion.

   This Agreement does not create an exclusive arrangement or relationship between Owens Corning and any participating Dealer.
4. **Term/Termination:** Term/Termination: The initial term of this Agreement shall be one (1) year ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive one–year renewal terms (collectively, the "Term"). Provided however, either party may, at any time, provide the other with thirty (30) days prior written notice of termination. Furthermore, should Dealer not adhere to the terms of this Agreement, Owens Corning may terminate this Agreement immediately upon providing written notice to Dealer of same. Dealer waives and releases Owens Corning from and against, any and all losses or damages that Dealer may claim in the event that Dealer's participation in the Program terminates or is terminated by any party, for any reason.

   Further, it is expressly understood that Owens Corning may, at any time, in its sole discretion, alter the terms and conditions of the Program, or terminate the Program in its entirety.
5. **Indemnity:** Dealer shall indemnify, defend and hold Owens Corning, its parents and affiliated entities and each of their officers, directors, employees, contractors and agents harmless from and against any claims, liabilities, damages, costs and expenses (including attorneys fees) for personal injury (including death at any time therefrom), property damage and warranty claims, based upon any allegation that or involving:

A. Dealer is an agent or employee of Owens Corning or any of its affiliates;

B. Dealer or its employees, agents or sub–contractors were negligent or engaged in willful misconduct in performing work for their customers or otherwise breached a warranty, if any, provided to its customers;

C. Dealer or its employees, agents or sub–contractors breached a contract with its customers;

D. The acts or omissions of Dealer or its employees, agents or sub–contractors caused damage to the property of others, resulted in a warranty claim, or resulted in personal injury (including death at any time therefrom);

E. Dealer performed any illegal act(s); or

F. Dealer made any misrepresentation about any Owens Corning® or Masonite® Products to any of its customers.

The obligations set forth in this paragraph 5, Indemnity, shall survive termination of this Agreement.

6. **Trademarks:** No license is granted or implied by this Agreement under, or for the use of, any trademarks or trade names owned or controlled by Owens Corning or any of its affiliated entities or in which Owens Corning or any of its affiliated entities has any rights, except as otherwise expressly provided by Owens Corning in connection with the Program. If Owens Corning does permit Dealer use of any marks related to the Program and Dealer decides to utilize such Program marks, in doing so, Dealer hereby explicitly agrees to any terms and conditions provided by Owens Corning related to their use. The current Trademark Requirements follow these Terms and Conditions and are incorporated by reference herein. The Trademark Requirements are controls designed solely to protect Owens Corning's legal rights in the marks under state and federal trademark laws. It is expressly understood and agreed that Dealer is operated independently in accordance with Dealer's sole business judgment.

7. **Relationship of Parties:** Dealer is an independent contractor, and this Agreement does not create, in any manner or for any purpose whatsoever, an employer–employee, principal–agent or fiduciary relationship. Dealer shall neither have the authority to create or assume any obligation on behalf of Owens Corning or any of its affiliated entities nor shall Dealer have authority to modify any warranty that may be offered by Owens Corning. Owens Corning does not have, nor shall it exercise, any control or direction over the method or methods by which Dealer or any subcontractors perform their respective services to customers.

8. **Disclosure of Certain Information to Third Parties:** Dealer acknowledges and agrees that Owens Corning or any of its affiliated entities shall have the right during the term of this Agreement to permit certain third parties with whom Owens Corning or any of its affiliated entities has a contractual or other business relationship to contact Dealer in order to promote their goods or services. Notwithstanding the foregoing, Dealer understands that Owens Corning does not endorse, represent, or warrant the accuracy of the content of any such forms of communications with Dealer. In the event that Dealer does not wish to permit any such third parties to contact Dealer, Dealer shall deliver written notice to Owens Corning. Dealer releases and waives any and all claims against Owens Corning and each of its affiliated entities arising from any communications from third parties.

9. **Non-Assignment; Successors:** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and its respective successors and permitted assigns. Contractor may not assign its rights or delegate its obligations hereunder.

10. **Severability:** If any provision of this Agreement is deemed invalid and unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or other rule of law, such provision shall be deleted or modified, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

11. **Choice of Law:** This Agreement shall be construed according to the laws of the State of Ohio without regard to its conflict of laws provisions or any other provision of Ohio law that would require or permit the application of the substantive law of any other jurisdiction to govern this Agreement.

12. **Arbitration:** Any dispute or controversy between the parties arising out of or relating to this Agreement, including without limitation a dispute or controversy related to the construction of any provision or the validity or enforceability of any term or condition (including this paragraph) or of the entire Agreement, or any claim that all or any part of this Agreement (including this paragraph) is void or voidable, shall be submitted to arbitration, on an individual basis, before a single arbitrator in accordance with the Commercial Rules of Arbitration of the American Arbitration Association then in effect and at a location in Toledo, Ohio. Each party shall bear his or its own costs in any such proceeding. The decision of the arbitrator shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction. To the fullest extent permitted by law, the parties irrevocably submit to the jurisdiction of such forum and waive any objection he or it may have to either the jurisdiction or venue of such forum.

13. **Miscellaneous:** This Agreement, together with any Program documents provided to Dealer by Owens Corning, sets forth the entire understanding of the parties hereto and constitutes the entire agreement between the parties with respect to the matters contained herein and supersedes all prior oral or written representations, proposals, correspondence, discussions, negotiations and agreements. No change, modification, waiver, agreement or understanding, oral or written, in any way purporting to waive or modify the terms hereof shall be binding upon Owens Corning unless contained in a written document expressly described as an amendment to, waiver of or extension of this Agreement, and unless such document is executed by an authorized representative of Owens Corning. A waiver by either party of any breach or failure to enforce any term or condition of this Agreement shall not in any way affect, limit or waive such party's right at any time to enforce strict compliance with that or any other term or condition of this Agreement.

Pub. No. 10027014-A. Printed in U.S.A. March 2025. THE PINK PANTHER™ & ©1964–2025 Metro-Goldwyn-Mayer Studios Inc. All Rights Reserved. © 2025 Owens Corning. All Rights Reserved.