

OWENS CORNING ROOFING CONTRACTOR REWARDS TERMS AND CONDITIONS

Background Statement: To promote the benefits of Owens Corning® Roofing Products ("Products"), Owens Corning Roofing and Asphalt, LLC ("Owens Corning") has developed this Contractor Rewards Network ("Rewards Network"). The contractor ("Contractor") desires to participate in the Rewards Network, and Owens Corning is willing to allow Contractor to so participate subject to the terms and conditions set forth below. For good and valuable consideration, the parties agree as follows:

1. **Contractor Qualification:** Entry into the Rewards Network is at the discretion of Owens Corning. Owens Corning will evaluate Contractor using the screening criteria as established by Owens Corning in its sole discretion.
2. **Contractor's Obligations:** As long as Contractor is a participant in the Rewards Network, Contractor shall, at its sole expense:
 - A. 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;
 - B. Comply with all federal, state and local regulations and permitting requirements governing the operation of Contractor's business and install Products in accordance with the installation instructions, all applicable building codes, and in a professional and workmanlike manner consistent with the highest industry standards;
 - C. Represent Products accurately in conjunction with Owens Corning's representation of these Products in literature, samples, and www.owenscorning.com;
 - D. Conduct business in an ethical manner. Contractor, 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 Rewards Network, Owens Corning, or any of its affiliates;
 - E. Sell Products without misrepresentation or making any false or misleading statements;
 - F. Abide by such reasonable policies and procedures as may be implemented by Owens Corning from time to time that relate to the Rewards Network.

3. **Owens Corning's Obligations:** For any Contractor participating in the Rewards Network, Owens Corning shall provide the services and benefits offered by Owens Corning from time to time under the Rewards Network, which may be changed from time to time by Owens Corning at its sole discretion.

Owens Corning does not guarantee that any Contractor participating in the Rewards Network will receive a certain amount of business or sales as a result of such participation.

This Agreement does not create an exclusive arrangement or relationship between Owens Corning and any participating Contractor.

4. **Term/Termination:** Either party may, at any time, for any reason, terminate this Agreement immediately upon providing written notice of termination to the other party. Should Contractor's participation in the Rewards Network terminate for any reason, Contractor understands and agrees to forfeit all accumulated rewards. Contractor further waives and releases Owens Corning from any and all damages that Contractor may claim in the event that Contractor's participation in the Rewards Network terminates or is terminated by any party, for any reason.
5. **Indemnity:** Contractor shall indemnify, defend and hold Owens Corning, its affiliated entities, and each of their officers, directors, employees, contractors and agents harmless from and against any claims, liabilities, costs, expenses and damages based upon any allegation that:
 - A. Contractor is an agent or employee of Owens Corning or any of its affiliates;
 - B. Contractor or its employees, agents or sub-contractors were negligent in performing work for their customers;
 - C. Contractor or its employees, agents or sub-contractors breached a contract with its customers;
 - D. The acts or omissions of Contractor or its employees, agents or sub-contractors caused damage to the property of others or resulted in personal injury (including death at any time therefrom);
 - E. Contractor failed to comply with the terms of this Agreement or with applicable building codes, regulations or rules;
 - F. Contractor performed any illegal act(s); or
 - G. Contractor made any misrepresentation about the Rewards Network or any Products to any of its customers.

The obligations of this paragraph 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.
7. **Relationship of Parties:** Contractor is an independent contractor, and this Agreement does not create, in any manner or for any purpose whatsoever, a principal-agent or fiduciary relationship. Contractor shall neither have the authority to create or assume any obligation on behalf of Owens Corning or any of its affiliated entities nor shall Contractor have authority to modify any warranty which may be offered by Owens Corning.
8. **Disclosure of Certain Information to Third Parties:** Contractor 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 Contractor in order to promote their goods or services. Notwithstanding the foregoing, Contractor understands that Owens Corning does not endorse, represent, or warrant the accuracy of the content of any such forms of communications with Contractor. In the event that Contractor does not wish to permit any such third parties to contact Contractor, Contractor shall deliver written notice to Owens Corning addressed to the attention of Contractor Services Leader. Contractor 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 relating 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 provision) is void or voidable, shall be submitted to arbitration 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 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 it may have to either the jurisdiction or venue of such forum.
13. **Miscellaneous:** This Agreement 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 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.

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