

# Reed's Metals Masters Contractor Agreement

Rev. 03/2021

This **TRAINING AND REFERRAL AGREEMENT** (the “**Agreement**”) is effective as of the [ ] day of [ ], 20[ ] (the “**Effective Date**”) by and between Reed's Metals, a Mississippi corporation, having a place of business at 19 E. Lincoln Drive NE, Brookhaven, MS 39601 (“**Reed's**”), and [ ], a [ ] having a place of business at [ ] (the “**Contractor**”). Reed's and Contractor are referred to herein individually as “**Party**” and jointly, as the “**Parties.**”

1. **General.** Reed's is engaged in the manufacture and sale of certain metal products and components (the “**Products**”). Contractor is engaged in the configuration, installation, assembly and construction of Products and structures incorporating the Products (collectively, the “**Contractor Services**”). Reed's desires to provide certain training services to the Contractor to enable the Contractor to more efficiently and effectively provide Contractor Services to the end users of the Products (the “**Customers**”). Upon completion of the Reed's Metals Masters Program, the certified contractors name and contact information will be listed by state on the Reed's Metals website following successful completion of training. The certificate is for the principle and not the individual employees.
2. **Training Program.** Reed's shall provide the Contractor with the [Reed's Metals Masters Contractor] training program set forth on Exhibit A (the “**Training**”) at such times and places as Reed's in its sole discretion determines.
3. **Fees.** Contractor shall pay to Reed's the fees (the “**Fee**”) in the amounts set forth and pursuant to the terms and conditions set forth on Exhibit B.
4. **Referral Pool.** Upon Contractor’s completion of the Training to Reed’s reasonable satisfaction, Reed's may, in its sole discretion, enroll and include the Contractor in the list of preferred contractors maintained by Reed's and provided to Customers by Reed's from time to time (the “**Referral Pool**”). Inclusion in the Referral Pool is dependant upon (i) Contractor’s payment of all Fees owed to Reed's; (ii) Contractor’s participation in the ongoing services and training offered by Reed's from time to time in connection with the Training Program; and (iii) Reed’s sole discretion. Reed's may include, reject or remove Contractors to or from the Referral Pool at any time and from time to time in its sole discretion, and undertakes no obligation to include or reject any Contractor to or from the Referral Pool or to otherwise provide information regarding Contractor to Customers or any other party.
5. **Promotion of Products.** Contractor agrees to use its best efforts to implement, incorporate and otherwise use the Products in its provision of Contractor Services to Customers, including, without limitation, including a link to Reed's website at [www.reedsmetals.com] on any website maintained or controlled by Contractor. In the event that Contractor is not in compliance with the foregoing, Reed's reserves the right to suspend or terminate Contractor’s inclusion in the Referral Pool.
6. **Representations and Warranties.** Contractor represents and warrants to Reed's that all Contractor Services provided to Customers:
  - (i) will be provided in a professional and workmanlike manner, in accordance with reasonable commercial standards related to such Contractor Services;
  - (ii) will satisfy all applicable laws, regulations, certification requirements and agreed standards related to such Contractor Services; and
  - (iii) will strictly comply with the terms of this Agreement.
7. **Liability/Indemnity.** Contractor will defend, indemnify and hold harmless Reed's from and against all liabilities, costs, damages, claims and expenses, including reasonable attorneys fees, arising from or related to any actual or alleged (i) breach by Contractor of any representation, warranty (express or implied), covenant, or obligation under this Agreement; (ii) action, claim or proceeding of any nature brought or threatened against Reed's by any Customer arising from or related to the Contractor Services provided by Contractor; (iii) defective or non-compliant Contractor Services; or (iv) negligent act or omission or willful misconduct of Contractor or its agents. Contractor agrees that the terms of this Section shall survive any termination of this Agreement.

REED'S SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY LOST REVENUE, LOST PROFITS OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON BREACH OR DEFAULT UNDER THIS AGREEMENT OR ANY OTHER FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF REED'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REED'S CUMULATIVE LIABILITY TO CONTRACTOR, ITS SUCCESSORS OR ASSIGNS FOR ANY CLAIMS HEREUNDER SHALL NOT EXCEED THE LESSER OF (1) \$500.00 OR (2) THE AMOUNT PAID TO REED'S **FROM** CONTRACTOR UNDER THIS AGREEMENT.

**8. Reward Program.**

- (i) We are providing a 3% discount on all orders.
- (ii) Reed's reserves the right to exclude Contractor from the Reward Program, and/or terminate or suspend the Reward Program or Rewards already issued to Contractor for any reason in Reed's sole discretion, including, but not limited to, any discrepancy in the Supporting Documentation. The foregoing does not limit or waive any right or remedy Reed's may pursue against Contractor for damages due to fraudulent or inaccurate information supplied by Contractor.

**9. Termination.** Reed's may suspend performance of its obligations under the Agreement or terminate this Agreement immediately in whole or in part upon written notice to Contractor in the event that:

- (i) Contractor files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;
- (ii) Contractor becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding and such petition or proceeding is not dismissed within thirty (30) days from filing of such petition or proceeding;
- (iii) Contractor ceases or threatens to cease to carry on business in the ordinary course;
- (iv) A change of control with respect to Contractor occurs; or
- (v) Contractor materially breaches any of its obligations, representations, warranties or covenants under the Agreement.

In addition to Reed's right to include, reject or remove Contractor to or from the Referral Pool in Reed's sole discretion, Reed's may terminate this Agreement by providing the Contractor with thirty (30) days advance written notice to that effect.

**10. General Provisions**

- (a) This Agreement may only be amended only by a written instrument explicitly referring to this Agreement, duly executed by both Parties. In the event of any litigated dispute between Reed's and Contractor regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees as an element of damages in said dispute.
- (b) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- (c) This Agreement constitutes the entire agreement and understanding of the Parties and merges all prior discussions and negotiations between them and supersedes any previous agreement whether oral or written with respect to the subject matter hereof. Except as otherwise provided herein, course of performance, course of dealing and usage of trade shall not apply to this Agreement.
- (d) This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the law of the state of Mississippi without regard to the conflict of law principles thereof.

(e) Neither the failure nor delay of any party to this Agreement to assert or exercise any right, power, privilege or remedy under this Agreement or to enforce any term or provision hereof or thereof, shall constitute a waiver of such right, power, privilege or remedy.

(f) Any notice, request, instruction or other document to be given hereunder by any party to the other shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, by facsimile or by overnight courier:

If to Reed's:      Att: Legal  
   19 E. Lincoln Dr. NE  
   Brookhaven, MS 39601

If to Contractor: **[insert name, address and fax nr. of Contractor]** or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

(g) Each Party is an independent contractor, not an agent, partner, employee or representative of the other. Neither Party has authority to make any statement, representation or commitment of any kind or to take any action binding upon the other, without the other Party's prior, written authorization.

(h) The provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

(i) All terms and conditions of this Agreement which are destined (whether expressed or not) to survive the duration or termination of this Agreement shall so survive.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

[Contractor]

Name:  
Title:  
Date:  
Signature:

[Reed's Metals]

Name:  
Title:  
Date:

Exhibit "A"

Contractor will be enrolled in Reed's Basic Installation Training for Through-Fastened and Screw Flange Standing Seam Products.

Exhibit "B"

Initiation Fee is \$250, due upon activation of the membership. After initiation, to remain active in the program, Contractor shall maintain a minimum purchase level of \$2,500.00 of Products per year (measured on an annual basis from the Effective Date of the Agreement), or, if such purchase level is not met each year, Contractor shall pay an annual fee of \$250.00.

**Reed's Metals Masters Code of Conduct**

As part of the Reed's Metals Masters program, you agree to the following Code of Conduct.

- Give 3 addresses of jobs for Reed’s Metals to check quality of workmanship
- Keep a clean workplace at all times
- No swearing
- Wear shirts at all times
- No loud music
- Provide high customer service at all times
- Put job signs out at all jobs-sites
- When a problem occurs, contact your sales rep and do not include the customer
- Provide Worker’s Comp or General Liability insurance per customer’s request
- Make Reed’s Metals products and service look good at all times
- Install all of trims, sealants and accessories listed in manuals
- Answer calls and make call backs promptly
- Stay on one job from start to finish
- Handle any call backs or customer complaints promptly
- Call customers when schedules change
- Communication, Communication, Communication!

Our goal by partnering with your company is to give the customer the best buying experience before, during and after the sale of our premium products making their construction project hassle free! Contractor must follow the above requirements to be on our preferred contractors list. Failure to do any of the above requirements will result in being removed immediately from our preferred contractors list. By signing below, I accept the above terms and conditions.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_