

AUTHORIZED INSTALLER SALES AGREEMENT

1. Topps hereby authorizes installer, (hereinafter referred to as "You"), to install and promote the installation of materials that are supplied by Topps Products, Inc. You do not owe anything for entering into this agreement. There are no franchise fees, royalties, or licensing fees due to Topps in association with Your handling our products.
2. You are in complete control of the hours You work, the location of Your office, and management of Your office and business.
3. Your work with Topps is as an independent installer, not as an agent or employee of Topps, You shall not be considered an agent or employee of Topps for any purpose and You will not hold yourself out to others as an agent of Topps. Any items You furnish to carry out Your work are at Your own discretion and expense.
4. This Agreement is entered into the State of Kansas and must be interpreted and construed exclusively according to the laws of the State of Kansas. All parties hereto consent to and submit to jurisdiction in the State of Kansas.
5. You are free to contract for similar services to be performed for others, as there is no exclusive agreement between You and Topps. You are not limited in any way.
6. You agree to adhere to all ethical standards and laws and to perform in a professional manner consistent with generally accepted practices. You agree to apply all materials purchased from Topps according to the methods specified in the system appropriate "**Installation Guidelines**" as provided to you in the **Liquid Membrane Systems Operation Manual**.
7. You are authorized to submit orders for direct shipment and billing to Your customers. On those orders You will be paid from Topps a commission upon receipt of payment in full. These commissions approximately equal the difference between Topps published List Price and Installer's Price. Topps reserves the right to make changes to the Price Schedules at any time and for any reason they see fit, however, these will at no time affect orders already accepted. In the event any shipment has been refused or returned for any reason whatsoever, or refund issued, You agree to return any commissions advanced. Topps has the right to reject any order for any or no reason without any liability to You.
8. Topps agrees to pay You on all repeat mail orders received direct from Your customers so long as You are active with Topps, active defined as business placed by You within 90 days.
9. Topps may refer to You inquiries from prospects in areas where You are working.
10. When You purchase materials for Your own use, You will be entitled to purchase at the accommodation Installer's Price list.
11. Neither this Agreement nor any interest herein, or claim hereunder, shall be assigned or transferred by You to any party or parties, unless first approved in writing by an officer of Topps.
12. You agree to uphold the policies of Topps, and understand You are not authorized to, and will not make any warranties or representations of any kind with respect to the products to be sold, other than those authorized in the Topps literature. As Topps supplies materials only and not labor, any application of Topps product is not covered by this agreement or anyone's representation of Topps. You agree to defend and hold Topps harmless from any consequence of improper application. It is agreed that Topps trade names and marks are owned exclusively by Topps, and You may only use these with written authorization by an officer of Topps. In any case, when printed by You they must include Your name as an Approved Independent Installer.
13. Should Topps be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this agreement, then Topps shall be entitled to reimbursement from You for all reasonable attorneys' fees and costs incurred. In the event You institute any action, including any arbitration proceeding, against Topps and in the further event Topps prevails in such action, You shall pay Topps the amount of its reasonable attorneys' fees incurred in such action.
14. This agreement may be terminated by You or Topps at any time, for any or no reason, by giving 10 (ten) days' written notice to the other party. Termination of this agreement shall in no way affect the rights and/or obligations either party receives or assumes prior to its termination.

*Initials _____