

CERTIFIED PRO TERMS AND CONDITIONS

SECTION 1. GENERAL

These Terms and Conditions (“Terms”) apply to all Deckorators® Certified Professionals (“Certified Pro”). Deckorators reserves the right to accept or reject, in its sole discretion, any application for enrollment in the Certified Pro contractor program (“Program”).” These Terms may not be changed or superseded by any different or additional terms. Deckorators hereby objects to and rejects any such additional or different terms. Additional or different terms shall only apply if an officer of Deckorators approves the additional or different terms in a signed writing expressing the officer’s intent to bind Deckorators to the additional or different terms.

SECTION 2. GUIDELINES AND COMPLIANCE WITH LAWS

From time-to-time, Certified Pro will provide labor, installation or other services involving Deckorators products (the “Services”). Certified Pro agrees to provide all Services in a timely, accurate, professional, and competent manner. Furthermore, Certified Pro shall exercise good judgment and represent Deckorators in a truthful, honest, positive and professional manner. Certified Pro shall not engage in any conduct that involves the making or publishing of written or oral statements or remarks that are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the Deckorators brand, Deckorators products, or any Deckorators employees. Deckorators reserves the right to require Certified Pro to remove any Deckorators-related content from any public platform owned, operated, or controlled by Certified Pro, for any reason.

Additionally, Certified Pro shall, at all times, materially comply with all laws, rules, regulations and orders related to its activities while enrolled in the Program. Without limiting the generality of the foregoing, Certified Pro shall, at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses and permits as necessary to conduct its business and perform the Services of the Program.

SECTION 3. REBATES

Subject to Certified Pro’s compliance with these Terms, Deckorators agrees to issue Certified Pro a rebate (the “Rebate”) of 3% of the Net Purchases on Applicable Products. For the purposes of this Agreement, “Net Purchases” means the aggregate of the gross purchases of the Applicable Products by Certified Pro, less any corresponding credits or returns, less any discounts, and less any freight. “Applicable Products” means all Deckorators decking, post caps, lattice, balusters, accessories, lighting and railing products.

The Rebate will become due and payable only if: (i) Certified Pro uploads and submits Original Purchase Receipts to Deckorators within sixty (60) days from the date of Certified Pro’s purchase of Applicable Products; (ii) Certified Pro’s account with Deckorators is current, in good standing, and with no amounts past due; (iii) Certified Pro remains a member of the Program at the time the Rebate is to be paid; and (iv) Certified Pro is not enrolled in Deckorators’ Certified Dealer program.

To the extent that Certified Pro owes Deckorators any amount when the Rebate becomes due and payable, then Deckorators, in its sole discretion, will have a right to setoff the Rebate owed against any such amounts owed to Deckorators.

Certified Pro's purchases of Applicable Products shall be supported by Original Purchase Receipts. "Original Purchase Receipts" means the document issued by Certified Pro's retail entity evidencing initial payment for Applicable Products. Original Purchase Receipts must evolve from a retail business and cannot be created by Certified Pro or a Deckorators distributor.

Within ninety (90) days of Certified Pro furnishing all Original Purchase Receipts and any other documentation demanded by Deckorators to verify authenticity of Net Purchases, Deckorators will issue Certified Pro a rebate, as determined in Deckorators' sole discretion. Deckorators may reject any unsubstantiated charges. As a condition to payment, Certified Pro agrees to provide Deckorators with a completed IRS Form W-9, or its equivalent. When required by law, Deckorators will issue an IRS Form 1099 to Certified Pro for the amounts paid to Certified Pro hereunder.

SECTION 4. TERMINATION

Deckorators may terminate Certified Pro's status in the Program, for any reason, at any time, without penalty or liability, by providing written notice to Certified Pro. Upon receipt of notice from Deckorators of such termination, all obligations under the Program shall automatically and immediately cease and terminate, except: (a) obligations accruing prior to the date of the termination; (b) any obligations which survive the termination of the Program pursuant to their own terms or which are necessary for a reasonable interpretation of these Terms post-termination; or (c) Sections 2 and 5 - 9. The termination rights set forth in this Section shall be in addition to any other right or remedy either party may have at law or in equity.

SECTION 5. WARRANTIES

Deckorators products are accompanied by a product-specific limited warranty that are issued in favor of end-users ("Product Warranty"). Each Product Warranty is published and can be found at the following website domain: <https://www.deckorators.com/en/Resources/Warranties>.

Certified Pro warrants to Deckorators that: (a) all Services are of the highest quality, free from defects in workmanship, and strictly conform with the specifications set forth in the Deckorators installation instructions and all building codes; and (b) Certified Pro will not issue, attach, or provide any warranty to end-user customers in relation to the products except for the Product Warranty.

THE WARRANTIES CONTAINED HEREIN ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN. EXCEPT AS SET FORTH ABOVE, THERE ARE NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE PRODUCTS. SUPPLIER'S WARRANTIES SHALL BE VOIDED BY ANY ABUSE,

MISUSE, NEGLIGENCE, OR DAMAGE OR WITH RESPECT TO ANY PRODUCTS THAT HAVE BEEN ALTERED OR MODIFIED BY ANYONE OTHER THAN SUPPLIER OR ITS AUTHORIZED REPRESENTATIVES.

SECTION 6. INDEMNIFICATION

To the maximum extent allowed by law, Certified Pro shall indemnify, defend and hold harmless Deckorators and its directors, officers, employees, and agents (collectively, “Indemnitee”), from and against any and all third party claims or allegations, losses, damages, suits, fees, judgments, costs and expenses (collectively, “Claim”), including reasonable attorneys’ fees and expenses incurred in responding to such Claim, arising out of Certified Pro’s alleged: (a) negligence, including any recklessness or willful misconduct, in connection with the Services; (b) acts or omissions which cause any personal injury (including death) or damage to property; (c) breach or non-fulfillment of any warranty, covenant, representation, or other obligation set forth in these Terms; (d) violation or failure to comply with any law; or (e) infringement of any patent, copyright, trade secret, trademark, or other intellectual property right.

SECTION 7. CONFIDENTIALITY

“Confidential Information” means trade secrets, pricing and cost information, customer identities and lists, supplier identities and lists, marketing and sales strategies and methods, manufacturing processes, know-how, and other information not generally known relating to Deckorators’ business. Certified Pro acknowledges and understands that Deckorators expends substantial time, effort, and financial resources in developing its Confidential Information, and that serious and irreparable damage could result to Deckorators if Confidential Information were disclosed to or used on behalf of a competitor or other third parties. Certified Pro promises not to disclose to any person or entity or use, directly or indirectly, either during or after the term of the Program, any Confidential Information, except with the written consent of Deckorators or as required by Certified Pro’s duties. Upon the earlier of Deckorators’ request or the expiration or termination of the Program, Certified Pro shall immediately turn over to Deckorators, and not keep or deliver to any other person (or destroy if it cannot be returned), all Confidential Information of Deckorators. Certified Pro will be responsible to Deckorators for any breach of this section by its employees. These obligations of nondisclosure and nonuse shall continue until that Confidential Information becomes generally known to the public without participation on the part of Certified Pro.

SECTION 8. INSURANCE

Certified Pro agrees to procure and maintain, at its own expense, liability, disability, health, and workers' compensation insurance coverages applicable to the Services, including, without limitation, insurance relating to defects in construction. Certified Pro shall maintain said insurance coverage in force during the Program. Certified Pro is solely responsible for determining the appropriate level(s) of coverage. The insurance requirements shall not limit Certified Pro’s obligations under these Terms or Certified Pro’s indemnification, warranty obligations or other liability in any manner.

SECTION 9. MISCELLANEOUS PROVISIONS

Certified Pro shall not be the employee, servant, agent, partner, or joint venture of Deckorators, or any of its parents, affiliates, subsidiaries, officers, directors, or employees. Certified Pro has no authority to assume or create any obligation or liability, express or implied, on Deckorators' behalf or in its name or to bind Deckorators in any manner whatsoever. These Terms shall be governed, construed, interpreted, and enforced in accordance with the domestic laws of the State of Michigan, without regard to its conflict of laws principles. Any and all actions concerning any dispute arising under these Terms shall be filed and maintained in the Circuit Court of Kent County, Michigan or the Federal District Court for the Western District of Michigan. Should any dispute arise which requires resolution by litigation, whether by mediation, arbitration or by a court proceeding, the prevailing party shall be reimbursed by the losing party all of its reasonable costs of litigation and enforcement including reasonable attorneys' fees. These Terms cannot be amended, altered, or modified, and no provision set forth herein shall be waived, unless done so in a writing, signed by a duly authorized representative of the party against whom such modification is sought to be enforced. A waiver by either party of any breach or failure to comply with any provision of these Terms by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision set forth herein. The invalidity, illegality or unenforceability of any provision of these Terms shall not affect the validity, legality or enforceability of any other provision set forth herein, or of these Terms as a whole. If any provision or any portion thereof is stricken from these Terms, then all remaining provisions, and all remaining portions of any altered provision, shall remain valid and enforceable to the extent that they do not deviate from intent of the stricken or altered provision. These Terms constitute the entire agreement between the parties with respect to the subject matter set forth herein, and these Terms shall supersede all contemporaneous oral agreements, communications and understandings and all prior oral and written communications, agreements and understandings between the parties with respect to the subject matter of set forth herein.