



Fabricator Agreement

THIS FABRICATOR PURCHASING AGREEMENT is entered into on the ____ day of _____, 20____ (Commencement Date) by and between USA Shutter Company, d.b.a. Maestrosshield (“**Seller**”) and _____ (“**Fabricator**”).

WHEREAS:

- (A) The Seller is in the business of developing and supplying products and engineered systems for exterior and interior systems , hurricane protection and security systems;
- (B) The Fabricator is engaged in the business of buying, assembly and selling certain products, to its customers; and dealers

NOW THEREFORE in consideration of the above, both parties agree to the following:

1. Fabricator agrees to provide their “Best Effort” in assembly, marketing and selling Maestroshield products (Roll Down Shutter system, Motorized Exterior Screen system, Motorized Interior Shade system, Maestran Security system).
2. Assembling Agreement:
 - a. Fabricator shall assembly products according to Seller provided Assembly guidelines, components schedule and installation procedures.
 - b. The Seller will provide the Fabricator materials complaint with Regulatory Approvals filed with Florida Building Code using numbers:
 - i. 12017.1 High Velocity Hurricane Zone.
 - ii. 12017.2 Non-High Velocity Zone.
 - c. The Fabricator will produce assembly’s complaint with Regulatory Approvals established by Florida Building Code.
 - d. The Fabricator shall maintain Independent NAMI Quality Assurance program where applied.
 - e. The Fabricator indemnifies the Seller and accepts liabilities for the product once it is received through reasonable inspection except for circumstances related to product design as long as the product is used in accordance with guidelines of proper use application.
 - f. The Fabricator will maintain Confidentiality of information the Seller discloses as necessary for Fabricator to comply with this agreement.
 - g. The Fabricator will not source materials from other suppliers imitating them as material obtained from Seller.
3. Seller shall provide to Fabricator free of charge such marketing material and information as is reasonable and, in Seller opinion, necessary for Fabricator’s marketing of the products including, but not limited to, wholesale product brochures, product specifications, web site information and photos. Seller agrees to allow Fabricator to create its own literature and samples to promote the product. Fabricator will do so with the express consent and approval of Seller.



4. The Fabricator agrees to buy the Products from the Seller at the prices as set forth in Schedule "A", with a minimum of 60 days' notice for any price increase.
5. Fabricator can place purchase orders by email or fax. Seller shall make best effort to provide Fabricator with acceptance within 24 hours.
6. Each Purchase order will specify item number, quantity, delivery schedule, destination and total price of the Purchase order. Fabricator shall pay fifty percent (50%) of the total purchase order value and the remaining balance upon shipment.
7. The Seller shall use reasonable efforts to fill accepted orders; however, accepted orders can be subject to delays or changes occurring in the typical course of manufacture of shipment. Seller must inform Fabricator immediately of any changes or delays. Seller will not be liable for any damages resulting from delays in delivery or for non-delivery, regardless of cause.
8. All sales of Products to the Fabricator shall be subject to Seller's warranty statement in effect at that time of such sales as set forth in the warranty statement, Exhibit B. Seller should hold harmless and indemnify Fabricator against any warranty claim.
9. This Agreement is the entire agreement and understanding between the Fabricator and the Seller and no amendment or changes in it shall be binding unless made in writing and signed by the authorized representatives of both parties.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
11. This agreement will be in effect, unless written notice is provided within thirty (30) days of termination from either party.

IN WITNESS THEREOF the parties hereto have executed this Agreement as of the date first above written.

USA Shutter Company, LLC
d.b.a. Maestroshield

Fabricator