

Manufacturer/Partner Agreement

AGREEMENT made this ____ day of _____, by and between Classic Impressions Plaster Designs, Inc. (the “Manufacturer”), with principal place of business at 621 Loganville Highway, Winder Ga. 30680 and _____ (the “Partner”), with a principal place of business at _____. In consideration of the mutual promises contained herein, the parties agree as follows:

1. Appointment of Partner

1.1 Territory

The Manufacturer appoints the Partner and the Partner agrees to become a reseller for the Manufacturer's plaster products, optional services and accessories (the "Products") for use in the territory (as defined in Schedule A) and the Manufacturer grants the Partner the right to sell and install the Manufacturer's Products in the territory for the term of this Agreement. The Partner's right to sell and install the Manufacturer's Products in the territory is subject to the rights of any other partner to resell the Manufacturer's Products. The Partner shall also have the right to provide installation and maintenance service for the Manufacturer's Products installed in the territory.

1.2 Best Efforts

The Partner acknowledges that the territory is the area of its principal responsibility and agrees to use its best efforts to promote the sale of the Manufacturer's Products and the goodwill of the Manufacturer in the territory. In accordance with this understanding, the Partner agrees not to directly or indirectly manufacture, sell, lease, license or otherwise deal in products which in the reasonable discretion of the Manufacturer are competitive with the Manufacturer's Products.

2. Manufacturer's Products

The Manufacturer's Products referred to in this Agreement includes, but are not limited to, those products and optional services and accessories set forth on Manufacturers website (the “Website”) located at www.classicimpressionsplaster.com, printed catalog, or showroom located at

Manufacturers primary place of business (Products contained on the Website, printed catalog, and Products located in the showroom are collectively known as the (“Catalog”). The Catalog can be amended from time to time by the Manufacturer.

3. Partner's Orders

3.1 Authorized Order Form

The Partner may order certain Products and maintenance services under the Manufacturer's authorized order form which expressly references and incorporates the terms and conditions of this Agreement. Any such order form which does not contain such reference and incorporation or which contains other terms and conditions is not effective. All such orders are subject to the written acceptance of the Manufacturer.

3.2 Order Information

The Partner's orders must contain information with respect to the identity, of the person or entity purchasing the Products (the “End User), Products or services ordered, the shipping instructions, requested delivery dates, and a reference to the terms and conditions of this Agreement.

3.3 Quantity Discount

The Partner shall receive quantity discount prices contained in the Classic Impressions Wholesale Pricelist (the “Wholesale Pricelist”). Products rescheduled by the Partner or caused to be rescheduled due to the Partner's failure to meet any payment or delivery obligation under this Agreement shall not be eligible for the quantity discount price.

4. Products

4.1 Partner Business

The Partner represents that it is a Partner of architectural details made from plaster and that it shall purchase Products under this Agreement for incorporation into solutions which the Partner then remarkets to third-party users in the regular course of its business. It is agreed that the Partner's solutions include the significant addition of other, non competing products which the

Partner manufactures, acquires or develops for inclusion into the Partner's solutions. These significant additions must represent the functional and value enhancements to the Manufacturer's Products.

4.2 No Agent

It is understood that the Partner is not an agent of the Manufacturer and shall not refer to the Manufacturer's corporate name in any of its products or literature without the express written consent of the Manufacturer.

5. Prices

5.1 Discount Terms

The discount terms for eligible Products are set forth in the Wholesale Pricelist. The discount levels for Products are based upon the quantity of Products that the Partner orders and accepts.

5.2 Minimums

The prices for the Products are contingent upon the Partner purchasing and accepting delivery of the minimum number of units for each quantity level within the delivery period as set forth in the Wholesale Pricelist.

5.3 Unearned Discount

In the event that the Partner, at the end of the delivery period, has ordered and accepted delivery of less than the minimum number of units associated with the quantity level, the quantity level shall be decreased retroactively and the unearned discount shall be due and payable to the Manufacturer.

5.4 Additional Discounts

In the event that the Partner has ordered and accepted delivery of more than the maximum number of units associated with the quantity level, then the quantity level shall be increased retroactively and additional discounts earned upon the increase shall be credited to the account of the Partner.

6. Delivery

6.1 Schedule

Delivery of the Products by the Manufacturer will be via, F.O.B. Manufacturer's point of shipment. The Product shall be delivered subject to a mutually agreeable delivery schedule.

6.2 Delivery Charges

Unless otherwise directed by the Partner, the Manufacturer shall prepay the freight and invoice the Partner for the transportation charges. Such charges shall not exceed the applicable rates charged by the carrier. The Partner assumes all risk of loss upon delivery of the Products to the carrier by the Manufacturer. Insurance shall be provided by the Manufacturer on the Products while in transit unless otherwise instructed by the Partner. The Manufacturer shall select the carrier. The Partner shall be responsible for all storage, rigging and other charges at the Partner's delivery site.

6.3 Delay

The Manufacturer shall not be liable for any damages or penalties for delay in delivery when such delay is due to the elements, acts of God, delays in transportation, strikes, fire, or any other causes beyond the reasonable control of the Manufacturer. The delivery schedule shall be extended by a period of time equal to the time lost as a result of such delays.

7. Payment

Payment shall be due within thirty (30) days from the date of each delivery. If deliveries are made in installments, each shipment shall be paid for when due without regard to the other scheduled deliveries. Failure by the Partner to make payments within the thirty (30) days may result in delay of scheduled shipments. In the event that the Partner has not made payments satisfactory to the Manufacturer for the Products, the Manufacturer reserves the right to require prepayment or other payment arrangements satisfactory to the Manufacturer prior to delivery.

8. Security Interest

Title to the Products shall vest in the Partner upon the date of shipment to the Partner. The Manufacturer shall retain a security interest in the Products until the entire balance of the Products price and all other monies payable hereunder are paid in full. The Partner shall execute, upon request by the Manufacturer,

financing statements deemed necessary or desirable by the Manufacturer to perfect its security interest in the Products. The Partner authorizes the Manufacturer to file a copy of this Security Agreement or a Financial Statement with the appropriate state authorities at any time thereafter as a financing statement in order to perfect the Manufacturer's security interest.

9. Acceptance

Acceptance shall occur upon the receipt of delivery. For Products not installed by the Manufacturer, the Products shall be deemed accepted unless within fifteen (15) days of receipt of the Products by the Partner, the Partner notifies the Manufacturer in writing that the Products do not conform to the Manufacturer's published specifications.

10. Warranty

The Manufacturer warrants all Products sold in accordance with this Agreement to be free from defects in workmanship and material under normal and proper use for a period of thirty (30) days from date of delivery. This warranty does not include expendable components. In the event of a warranty claim, the Partner may ship the defective unit to the Manufacturer for repair or replacement, at the Manufacturer's option. All transportation costs in connection with warranty service are the responsibility of the Partner. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall the Manufacturer be liable for loss of profits, indirect, special, incidental, or consequential damages arising out of any breach of this Agreement or obligations of this Agreement. The Manufacturer's liability under this Agreement shall in no event exceed the purchase price of the Products.

11. Cancellation Charges

In the event the Partner cancels any order or reschedules shipment of any Products ordered hereunder, Partner agrees to have Manufacturer credit Partners account for future purchases under this agreement. Partners agrees that Manufacturer will not provide a refund for cancelled orders.

12. Taxes

The Partner shall pay to the Manufacturer any tax on the Products, however designated, levied or based by any taxing authority, except any tax based on net income, whenever the Manufacturer must pay for the tax from the Partner according to applicable law.

13. Indemnification

The Manufacturer shall defend or settle any suit or proceeding brought against the Partner based upon a claim that the Products sold hereunder constitute an infringement of any existing United States patent, copyright or trade secret providing that the Manufacturer is notified promptly in writing and is given complete authority and information required for the defense. The Manufacturer shall pay all damages and costs awarded against the Partner, but shall not be responsible for any cost, expense or compromise incurred or made by the Partner without the Manufacturer's prior written consent. If any Product is in the opinion of the Manufacturer likely to or does become the subject of a claim for patent infringement, the Manufacturer may, at its sole option, procure for the Partner the right to continue using the Products or modify it to become non-infringing. If the Manufacturer is not reasonably able to modify or otherwise secure the Partner the right to continue using the Product, the Manufacturer shall remove the Product and refund to the Partner the amounts paid in excess of a reasonable use.

14. Term

The term of this Agreement shall be for two years commencing upon the date hereof, unless sooner terminated as provided herein. The expiration or earlier termination of this Agreement shall not relieve either party of obligations incurred prior thereto. The Manufacturer shall have the right to terminate this Agreement and any purchase orders hereunder if the Partner assigns this Agreement or any of its right hereunder, if the Partner neglects or fails to perform or observe any of its existing obligations to the Manufacturer, if the Partner makes an assignment for the benefit of creditors, if a trustee in bankruptcy is appointed to take charge of the Partner's property, or if the Partner is adjudged a bankrupt, and such condition is not remedied within ten (10) days after written notice has been given from the Manufacturer to the Partner.

15. General

15.1 Governing Law

This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

15.2 Entire Agreement

Each party acknowledges that it has read this Agreement, fully understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the subject matter of this Agreement. This Agreement cannot be modified or altered except by a written instrument duly executed by both parties.

15.3 Enforceability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

15.4 No Waiver

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

CLASSIC IMPRESSIONS PLASTER DESIGNS, INC.

BY: _____

PRINTED NAME: _____

DATE: _____

PARTNER

BY: _____

PRINTED NAME: _____ DATE: _____

Schedule A

Protected Territory Definition

1. No defined territory