

**APPROVED FACTORY
FABRICATOR AGREEMENT**

EFFECTIVE DATE: _____

PARTIES:

Industrial Control Development, Inc.,
a Washington corporation, with its principal
place of business in Ridgefield, Washington, USA,
hereinafter referred to as "ICD."

The undersigned party, hereinafter referred to
as "Fabricator."

RECITALS:

- A. ICD manufactures and sells silicone coatings under the name of ICD OPACI-COAT-300®.
- B. Fabricator has fulfilled the requirements for designation as an Approved Factory Fabricator of ICD OPACI-COAT-300®.
- C. Fabricator wishes to engage in the business of applying OPACI-COAT-300® as an Approved Factory Fabricator of ICD.

NOW, THEREFORE, in consideration of the covenants of this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Appointment as Approved Factory Fabricator. ICD herewith appoints Fabricator an Approved Factory Fabricator for the application of ICD OPACI-COAT-300®, provided that such approval relates only to those offices of Fabricator which are described on Appendix "A." Fabricator accepts appointment as provided in this paragraph, and agrees to perform the covenants and conditions of this Agreement.

The appointment of Fabricator as an Approved Factory Fabricator is conditioned upon the personnel which are further described on Appendix "A" continuing to work as management personnel of Fabricator. In the event there should be a change in such personnel, application must be made to ICD for continuation of the appointment based upon new personnel. ICD shall review the qualifications of new personnel, and determine, within its sole discretion, whether or not the appointment shall be continued.

Fabricator agrees that it will not represent to any third party that any office of Fabricator which is not described on Appendix "A" is an Approved Factory Fabricator.

2. Nonexclusive Appointment. This appointment of Fabricator as an Approved Factory Fabricator is not exclusive. Nothing shall preclude ICD from appointing other approved factory fabricators for the conduct of business in any locality.

3. Term. The term of this Agreement shall commence on its effective date, and shall continue indefinitely thereafter unless and until one of the parties hereto shall provide ninety (90) day written notice to the other of intent to terminate this Agreement, or there should be a default on the part of one of the parties hereto.

4. ICD Obligations. ICD agrees to do the following:
 - a. Provide reasonable assistance to the Fabricator in the promotion of ICD OPACI-COAT-300®.
 - b. Promote by all reasonable means ICD OPACI-COAT-300® and the Fabricator as an Approved Factory Fabricator.
 - c. Permit Fabricator to identify itself on letterheads, signs and in advertising as an Approved Factory Fabricator of ICD OPACI-COAT-300®.
 - d. Furnish technical assistance and training programs, and provide recommendation to Fabricator for methods of application of OPACI-COAT-300®.
 - e. Provide Fabricator reasonable quantities of sales literature and assistance in training of Fabricator's sales personnel.
 - f. Provide a warranty which may be used by Fabricator in the application of OPACI-COAT-300®, which warranty shall be consistent with the provision of paragraph 15.

5. Fabricator Obligation. Fabricator agrees to do the following:
 - a. Actively solicit ICD OPACI-COAT-300® business and promote to its customers the use of ICD OPACI-COAT-300® to the exclusion of any and all similar silicone products.
 - b. Apply OPACI-COAT-300® strictly in accordance with ICD's specifications and guidelines, including the use of ICD approved methods in the application of OPACI-COAT-300®. Use no materials in, around or in contact with OPACI-COAT-300®, either before or after application, the use and compatibility of which have not been sanctioned and approved by ICD either specifically in writing or in ICD publications. Fabricator will also inform its customer and/or installer both directly and by caution labels on the coated glass of the necessity to use only approved materials around and in contact with OPACI-COAT-300® in the field, in the final installation and in transit.
 - c. To follow instructions provided by ICD and perform those quality control procedures recommended by ICD in the application of OPACI-COAT-300®.
 - d. Attend and participate in training programs offered by ICD as they relate to OPACI-COAT-300®.

- e. Pay the reasonable expenses of ICD personnel engaged in providing technical assistance and training programs described in paragraph 4.
 - f. Perform applications of OPACI-COAT-300® in a good workmanlike manner.
 - g. Maintain a daily log of job progress on projects which involve more than five hundred (500) square feet and retain a copy of such log for a period of two (2) years following completion of the project; and further to make such log available to ICD upon request. The log shall include a sample of not less than twelve (12) inches square (30cm) of the actual project glass with OPACI-COAT-300® applied at the same time and in the same manner as the project for which the log is maintained. Such sample as well as the log entry shall be dated and signed by a certified person named in Appendix "A."
 - h. Use only ICD-trained personnel for the supervision and direction of the application of OPACI-COAT-300®.
 - i. Report to ICD any change in location of the facility in which Fabricator performs its work as an Approved Factory Fabricator.
6. Provisions for Change of Facility Location. In the event that Fabricator should change the location of its facility which is described in Appendix "A," Fabricator shall apply to ICD for a continuation of its status as an Approved Factory Fabricator in its new location, which request will not be unreasonably refused.
7. Additional Rights of Termination. In the event that Fabricator should file any petition for relief under the Bankruptcy Act, or should any petition for involuntary bankruptcy be filed against Fabricator, or in the event that any receivership proceeding should be filed by or against the Fabricator, or in the event the Fabricator should become delinquent in any payment obligations owing to ICD for a period of sixty (60) days, or in the event that the Fabricator should give ICD reasonable cause to question the financial stability of Fabricator, then, in any of such events, ICD shall have the right to terminate this Agreement by providing one (1) day written notice to the Fabricator of ICD's decision to terminate.
8. Trademarks. Fabricator shall not use directly or indirectly, in whole or in part, ICD's trademark, or name, as it now exists, or hereafter may exist, except in the manner and to the extent that ICD specifically gives its prior written consent thereto. Upon termination of this Agreement, Fabricator shall immediately discontinue use of any trademark or name, permission having been granted for use of such trademark or name prior to such termination. Fabricator further agrees that during and after the term of this Agreement, Fabricator will not assert or acquire, or attempt to acquire any rights or interest in or to any trademarks or names owned by ICD.

Notwithstanding the above provisions, Fabricator agrees to identify at all times ICD's OPACI-COAT-300® by its name, "OPACI-COAT," on all products which have been coated with such product, and to the name OPACI-COAT on all of Fabricator's advertising and promotional material concerning the product, so long as this Fabricator Agreement is in effect.

9. Product Changes or Alterations. Fabricator will not modify, change or alter ICD's products in any manner except as specifically provided in written technical data or manuals from ICD. Fabricator agrees that OPACI-COAT-300® and the technology involved in its manufacture, use and application are the property of ICD and any attempt to copy, reproduce or otherwise duplicate OPACI-COAT-300® will be considered a violation of this Agreement, and will entitle ICD to pursue all legal remedies against the Fabricator, including injunctive relief, together with damages and attorney fees.
10. Verification of Performance. The parties agree that ICD shall have the right to inspect Fabricator's work and records of such work at reasonable times and places. In the event that ICD should determine that Fabricator's work does not meet ICD's specifications for the application of OPACI-COAT-300®, ICD shall provide Fabricator written notice of such failure. Fabricator shall immediately correct its performance to bring its performance within ICD's specifications for applications of OPACI-COAT-300®. Failure to immediately correct the performance of work to meet such specifications shall constitute a default under this Agreement. In the event of such default, ICD may terminate the provisions of this Agreement by providing one (1) day written notice of ICD's decision to terminate.
11. Representation of Warranty. Fabricator shall make no false or misleading representation with respect to its connection with ICD or with respect to ICD OPACI-COAT-300®. All representations made by Fabricator shall be consistent with those authorized by ICD. Fabricator shall make no express or implied warranties to customers or prospective customers on behalf of ICD with respect to ICD OPACI-COAT-300®, except with ICD's prior consent. All such representations or warranties shall be consistent with written directions, specifications, and instructions provided to Fabricator. Fabricator agrees to indemnify and hold ICD harmless from any and all damages, claims, expenses or causes of action which may be asserted against ICD for or on account of Fabricator's performance of its work, and for alleged breach of warranty unless such alleged breach of warranty is within the warranty authorized in writing by ICD.
12. Agency Disclaimed. The parties agree that Fabricator shall not be an agent or employee of ICD. Fabricator shall sell ICD OPACI-COAT-300® and provide its services on its own behalf, and not as a representative of ICD. Fabricator will at no time hold itself out to be an agent of, or a subsidiary of ICD. It shall not purport to pledge the credit of ICD, or incur any indebtedness in the name of ICD.
13. Non-assignment. This Agreement, and the rights and obligations provided herein, may not be assigned, delegated, or sub-contracted by Fabricator without the prior written consent of ICD. Any attempted assignment, transfer, or sub-contracting shall be deemed a violation of this Agreement, and shall result in the immediate termination of all rights and obligation under this Agreement. No warranties shall attach to any performance by any party based upon such assignment, transfer, or sub-contracting.

14. Modifications and Amendments. No additions or changes to the terms of this Agreement shall be effective unless they be placed in writing and signed by a duly authorized representative of ICD and Fabricator as an express supplement to this Agreement.
15. Issuance of Warranty. The sole and exclusive warranties of ICD shall be those which are set forth, from time to time, in written form by ICD. The ICD OPACI-COAT-300® warranty shall be valid only when ICD OPACI-COAT-300® has been used and applied in accordance with ICD specifications, and only those circumstances described by ICD.
16. Remedies; Enforcement of Agreement. The parties stipulate that in the event of a default on the part of either party to this Agreement, damages will be difficult if not impossible to establish.

Therefore, the parties agree that a non-defaulting party may enforce the terms of this Agreement against a defaulting party by injunctive relief, requiring the performance of certain acts, or restraining the performance of certain acts, in accordance with the provision of this Agreement. The provision of such injunctive relief shall not be deemed an exclusive remedy; each party reserves all claims for damages against the other which such party can prove are reasonably caused by the default of the other party.

17. Default; Termination of Agreement. This Agreement may be terminated by any party hereto upon a default occurring in the performance of any obligation provided herein. Except as otherwise specifically provided in this Agreement, a default shall be deemed to occur if a party should fail to do any act, or continue to do any act, after receipt of ten (10) days' written notice of such claimed act or omission, and such act or omission having continued throughout such ten (10) day period. Upon termination under any of the provision of this Agreement, Fabricator agrees that it will immediately cease identification of itself as an Approved Factory Fabricator of ICD OPACI-COAT-300®, shall discontinue the use of the name ICD OPACI-COAT-300®, or OPACI-COAT-300®, from its trademarks and log, letterheads, advertising, signs, business cards, listings and the like. Furthermore, Fabricator shall notify all work in process that it no longer is an ICD approved Factory Fabricator. In the event the Fabricator should fail to provide such notice, such notice may be provided by ICD.
18. Hold Harmless Clause. Fabricator agrees to hold ICD harmless from any and all claims, causes of action, or demands growing out of the performance by Fabricator of any agreement by Fabricator for the application of OPACI-COAT-300®. It is agreed that ICD's liability shall be strictly limited to those which are defined in this Agreement and/or provided in the warranty of ICD described in paragraph 15.
19. Survival of Obligations after Termination. It is agreed and understood that the obligations and duties of the parties hereto under the term of any ICD OPACI-COAT-300® warranty shall survive the termination or expiration of this Agreement.
20. Notices. Notices shall be deemed effectively given if they are mailed registered or certified with postage pre-paid and mailed to any official US post office or receptacle addressed as follows:

Industrial Control Development, Inc.
7350 S. Union Ridge Parkway
Ridgefield, Washington, USA 98642

Fabricator:

21. Stipulation for Venue for Suit Purposes; Attorney Fees. It is agreed that the jurisdiction for any action taken to enforce any provisions of this Agreement shall be the Superior Court of the State of Washington, Clark County, Washington. In the event that any party should be required to secure the services of an attorney to protect or enforce rights granted thereunder, the losing party shall pay the reasonable attorney fees and court costs of the prevailing party including appellate court procedures, and regardless of whether or not suit shall be commenced thereon.

22. Binding on Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

DATED this _____ day of 20_____

INDUSTRIAL CONTROL DEVELOPMENT, INC.

By: _____
Authorized Signature

FABRICATOR:

By: _____

Title: _____

Date: _____

Please designate the status of Fabricator as a corporation or other business entity. If incorporated, please state the state of incorporation.

APPROVED FACTORY FABRICATOR AGREEMENT – APPENDIX “A”

Date: _____

Facility Location(s):

Firm: _____

Firm: _____

Street: _____

Street: _____

City: _____

City: _____

State: _____

State: _____

Phone: _____

Fax: _____

MANAGEMENT PERSONNEL: (SEE NOTE BELOW)

Name: _____

Name: _____

Title: _____

Title: _____

SUPERVISORS: (SEE NOTE BELOW)

Name: _____

Name: _____

Title: _____

Title: _____

Note: In order to qualify for listing as a manager and/or supervisor, there must be attached to this appendix “A” a fully signed and initialed Brief Application & Handling Guide for OPACI-COAT®, counter-signed by ICD, which certifies that the named manager and/or supervisor has been trained in, understands, and accepts the ICD approved method for use of OPACI-COAT®. These persons will on occasion be referred to as “Approved Factory Fabricators.” A person may be an Approved Factory Fabricator only during those periods of time that such person is employed by the Fabricator; upon his termination of employment, such person will no longer be considered an Approved Factory Fabricator, and his name will be deleted from the foregoing. At least one active Approved Factory Fabricator must be employed by Fabricator as a supervisor and/or management personnel, and be named and qualified in the manner provided above; otherwise, this Agreement shall not be in effect.