STONE FABRICATION SILICOSIS EPIDEMIC EXPERT WITNESS REPORT

Prepared by:
Aki Vourakis
The Alpha Consulting Group
213-723-2899
Aki@thealphaconsultinggroup.com

Date:
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Case:
Wilmer Ruben Martinez Paredes

This report sets forth an overview of my general opinions and their basis as well as case specific opinions based on materials I have reviewed.

My opinions are based on my training and experience in stone fabrication operations, review of industry literature, regulatory guidance, and publicly available materials. I do not offer medical diagnoses, prognoses, or specific causation opinions. My testimony is limited to general hazard identification, exposure potential, and operational considerations relevant to artificial stone fabrication and installation.

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My Background

I was the owner and operator of Aegean Stoneworks (ASW), a countertop fabrication and installation company specializing in natural and artificial stone, including quartz, granite, marble, porcelain, and recycled glass. I have over 25 years of experience in this industry and have worked closely to implement and monitor exposure controls in our facilities and on job sites.

I have overseen the training of employees in silica safety, supervised the adoption of engineering controls, and managed air monitoring. My expertise includes all aspects of stone fabrication and installation.

1999-2024 Aegean Stoneworks (ASW)

Oversaw Stone, Quartz and Porcelain Slab Fabrication and Installation

- Established supplier relationships for procurement of material.
- Researched, developed, and implemented stone industry's latest innovations in equipment, software and machinery.
- Ensured safety and housekeeping controls.
- Analyzed production metrics to ensure efficiency.
- Ensured quality control and customer satisfaction.

Oversaw Wholesale and Commercial Customer and Project Acquisition

- Secured large wholesale accounts including: The Home Depot, Lowe's, Costco, The Irvine Company, W.E. O'Neil, Shea Homes and many more.
- Secured large scale commercial projects including 500+ unit apartment buildings and senior living facilities.

Oversaw Retail Sales and Marketing

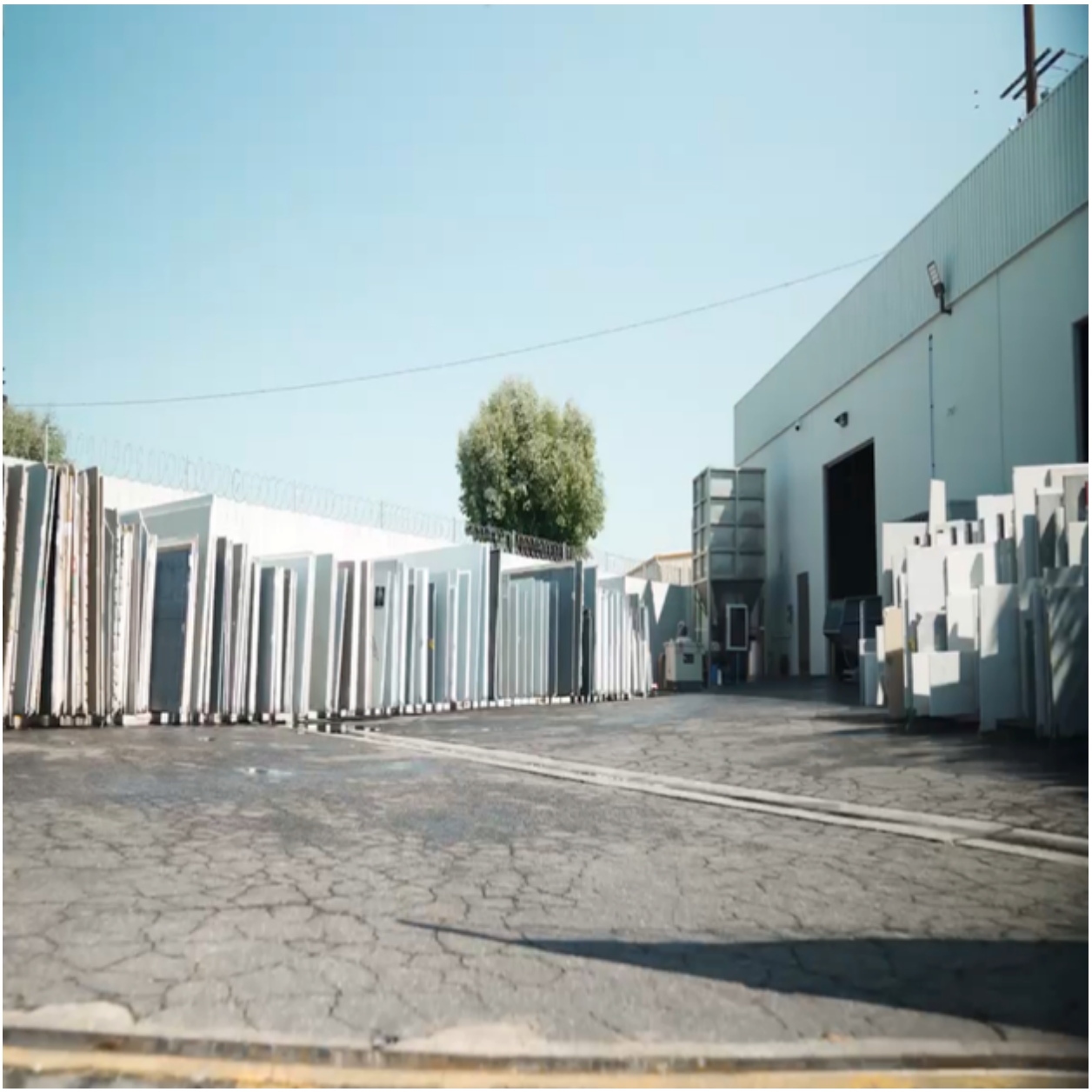
- Developed sales and marketing teams tailored to Costco's countertop program which entailed placing lead generators in 48 Costco warehouses, building in-house call center, and in-home sales team, leading company to Costco's highest countertop sales per warehouse nationally month after month.
- Developed retail leads by developing online lead campaigns and trade show exhibitions.

I grew Aegean Stoneworks (ASW), a stone and quartz fabrication company, from a small operation with five employees to one of the nation's largest providers with over 200 employees by 2022. Below are photographs of ASW demonstrating the following equipment, controls, and personal protective equipment (PPE) that were utilized.

- CNC Saw x 3
- CNC Sawjet x 1
- CNC Router x 2
- Inline Edger x 1
- Water System (supports equipment and pneumatic wet tooling)
- Air System (supports equipment and pneumatic wet tooling)
- Ventilation System
- Jib Crane x 3 (with manzelli slab lifter)
- Slab Scanner x 1
- LT-2D3D Laser Templator x 7
- Electric Forklift x 3
- Dual cartridge respirators, safety lenses, ear protection, hard hats, high-visibility vests, coveralls, steel toe boots, and gloves



ASW Facility

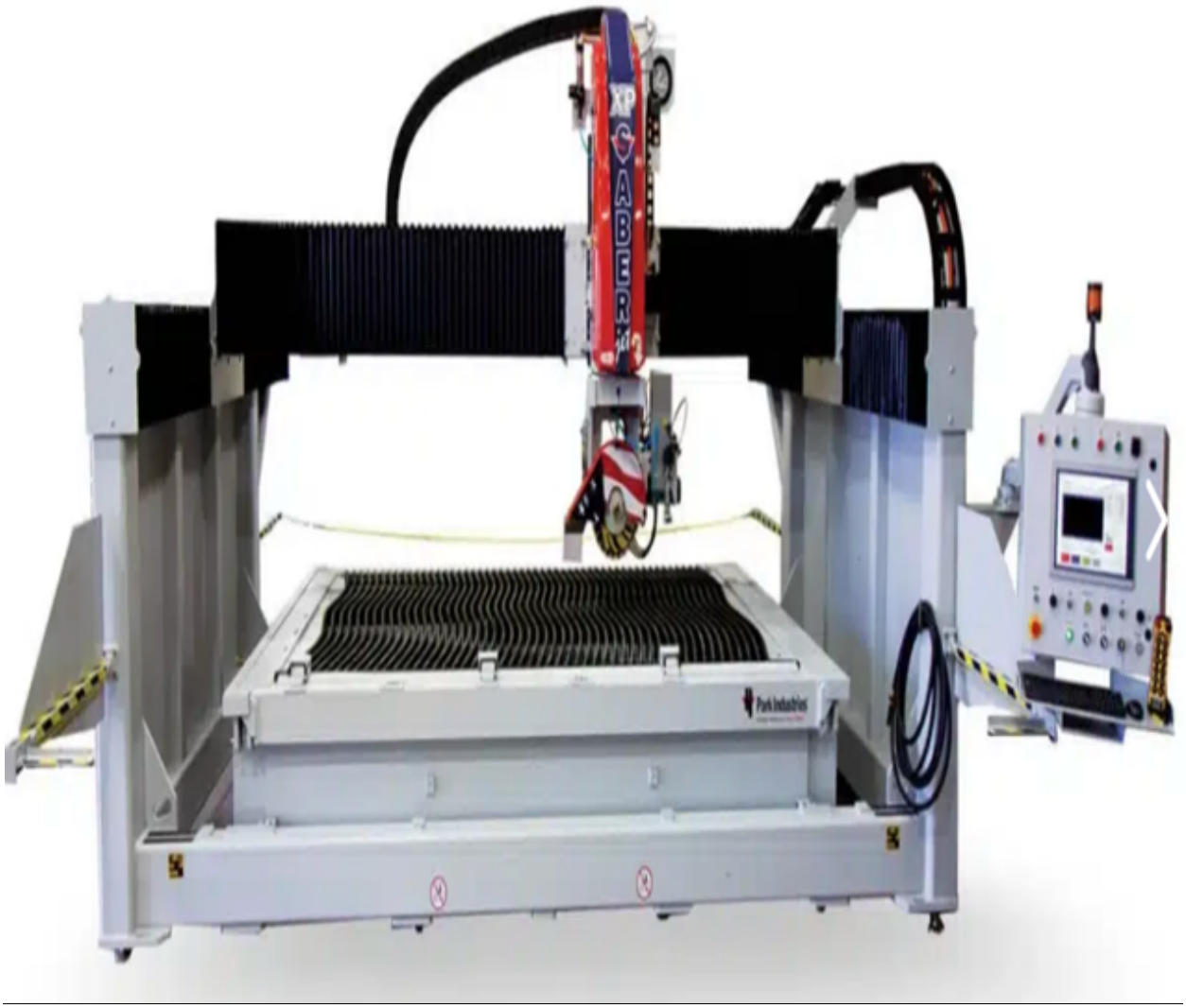


ASW Slab Yard

ASW Equipment & Controls



ASW Park Industries Voyager CNC Saw



ASW Park Industries Saberjet CNC Saw



ASW Park Industries Titan CNC Router



ASW Park Industries Fastback Inline Edger



ASW Turini Water Recycling System



ASW Quincy Air System



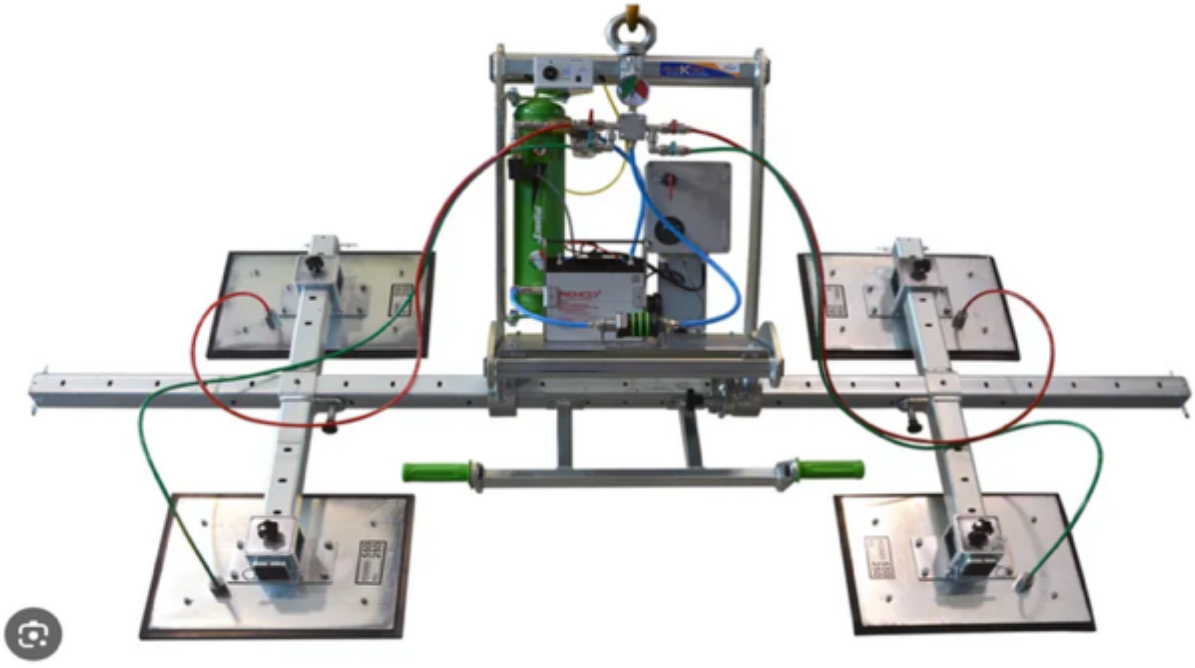
ASW D2 Slab Scanner



ASW Laser Products LT-2D3D Laser Templator System



ASW Jib Crane



ASW Manzelli Slab Lifter



ASW Noblelift Electrical Forklift

ASW Personal Protective Equipment (PPE)



ASW Material Handler



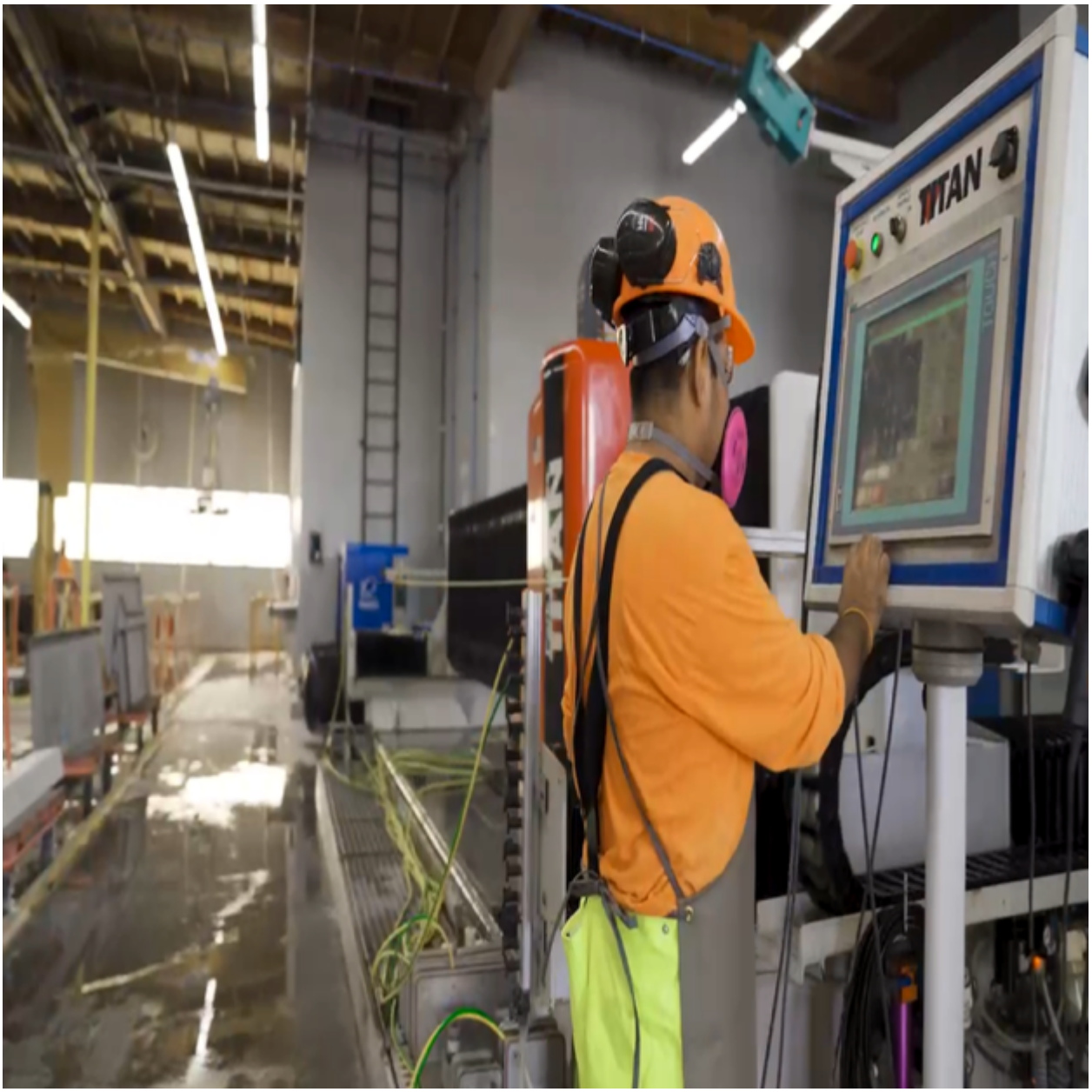
ASW Slab Inspector



ASW CNC Saw Operator



ASW Hand Fabricator (laminating)



ASW CNC Router Operator



ASW Hand Fabricator (polishing)

My Fabrication Expertise & Sophisticated Shop Operations

During my more than twenty-five years of operating a stone fabrication and installation company, our facility functioned as one of the most technologically advanced and operationally disciplined shops in the industry. Our production systems, equipment selection, engineering processes, and safety controls far exceeded the capabilities of typical fabrication shops, particularly the small and mid-sized shops that make up the majority of the U.S. market.

Our shop utilized multiple computer-numerical-control (CNC) machines, including CNC saws, routers, waterjets, and automated inline polishing systems. These machines were integrated with digital templating, high-resolution slab-scanning software, and engineering software platforms that allowed us to generate precise tool paths, optimized layouts, and detailed fabrication processes for every job, producing over twenty kitchen orders per day.

All fabrication, installation, and safety processes at ASW were developed, reviewed, and approved by me.

- Designing seamless shop layout production flow
- CNC programming-controlled feed rates, tool selection, plunge points, and motion sequences
- Custom tool libraries for CNC programming
- Designing CNC tool paths and machining instructions
- Creating digital templates for every countertop and component
- Comprehensive engineering plans
- Determining proper sequencing for cutting, routing, and finishing
- Shop procedures that limit or eliminate dry cutting whenever possible
- Minimizing hand-work requirements and optimizing use of CNC automation
- Most major fabrication work including cutting, miters, edging profiling, sink cutouts, cooktop openings, faucet holes, seams, and polishing
- was performed entirely on CNC machinery, not by hand

As a result:

One of the most significant differentiators of our operation was decreasing field fabrication during installation as much as possible.

Because the CNC machines completed:

- All cutouts
- All miter cuts
- All edges and profiles
- All sink and cooktop openings
- All faucet hole openings
- All seams

Installers were required to perform only minor cutting or grinding at the jobsite. Countertops were delivered as fully fabricated as possible, ready for installation, which not only improved product quality and efficiency but also minimized dust generation in uncontrolled environments.

This is in sharp contrast with less sophisticated shops, where installers frequently must perform dry cutting or grinding on-site at installation due to incomplete or inaccurate shop fabrication.

These differences are critical in assessing silica exposure risks. The sophistication of my operation significantly reduced worker contact during both fabrication and installation with respirable crystalline silica (RCS) and the other toxic respirable components of artificial stone compared to other fabrication environments that rely on hand cutting, grinding, polishing, and heavy field modification.

Despite my extensive experience and technical expertise, and our state of the art engineering controls, when testing twice in 2019 and 2022 I was unable to be below the permissible exposure limit (PEL) of 50 $\mu g/m^3$ as an 8-hour TWA during fabrication and installation.

Accolades

In 2020, I was awarded with Cosentino's Largest Commercial Project of the Year award at C-100 (Fig.1), their annual national conference. In 2021, I received The Home Depot's Nation's Fastest Cycle Time award (Fig.2). At the 2022 C-100 conference, Cosentino presented my company with the Home Center Excellence Award for big box retailers (Fig.3-4). In 2023, I was named Costco's Fabricator of the Year and served as the keynote speaker at their national fabricators' symposium (Fig.5).

Figure 1:

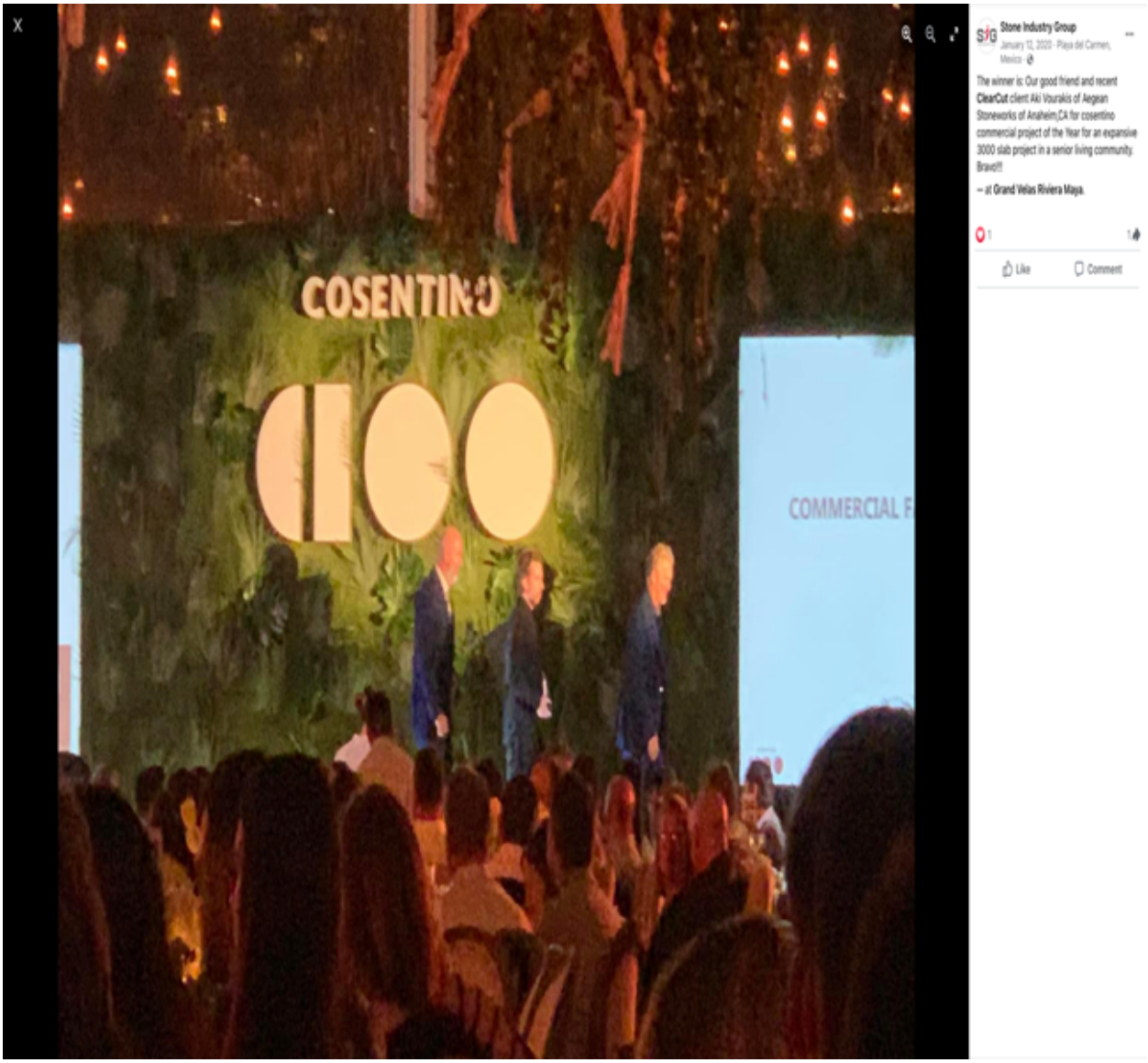


Figure 2:

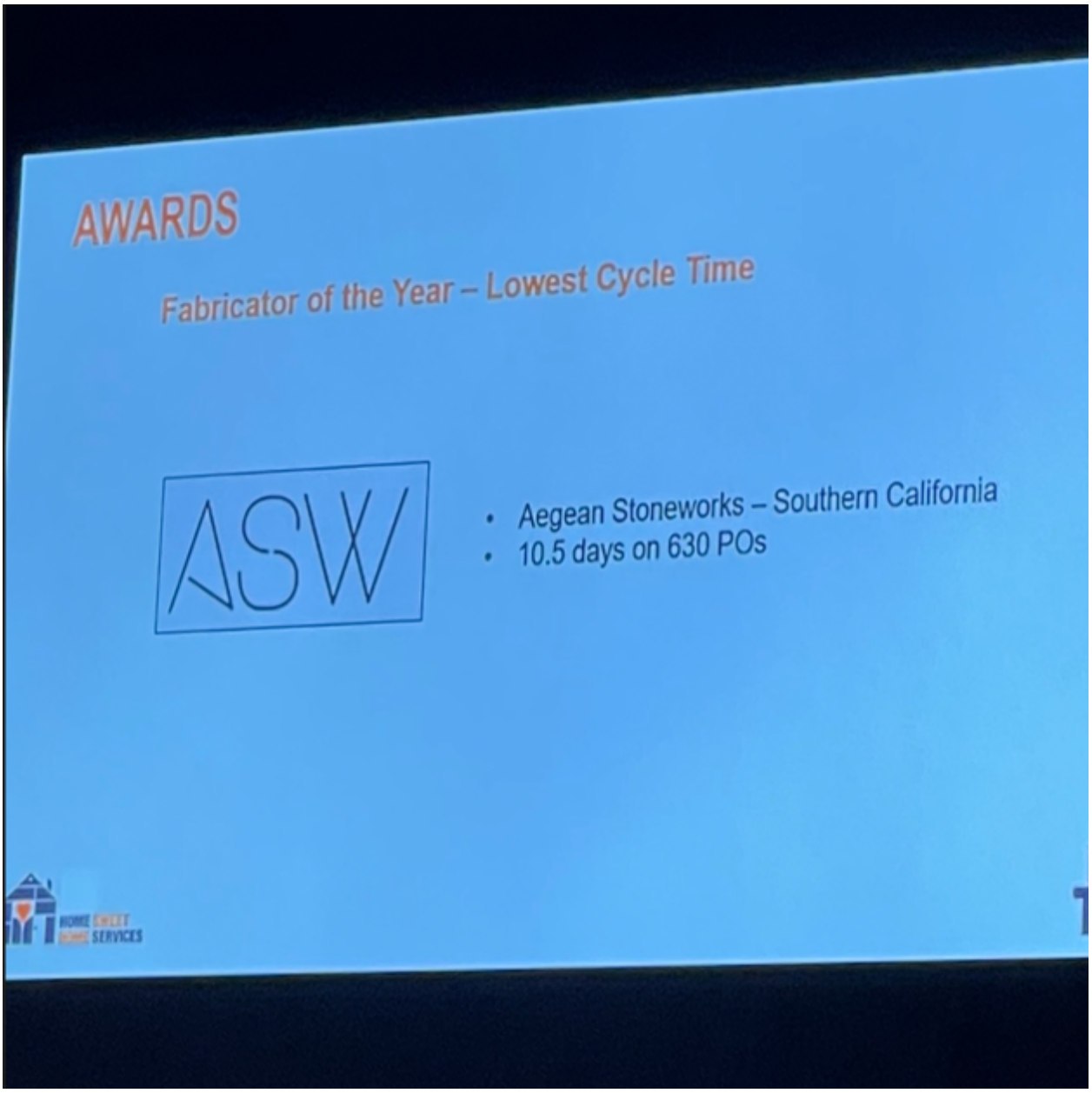

AWARDS
Fabricator of the Year – Lowest Cycle Time
ASW
• Aegean Stoneworks – Southern California
• 10.5 days on 630 POs

Figure 3:



Figure 4:



Figure 5:



Throughout my 25-year career in the stone industry, I attended countless tradeshows, seminars, roundtables, conventions, and panels. I frequently met with artificial stone slab manufacturers, toured slab manufacturing facilities, and visited fabrication shops of all sizes. Additionally, I have regularly consulted with fellow fabrication shop owners across the nation and around the world. During this time, Aegean Stoneworks fabricated and installed over 50,000 stone and quartz slab projects.

Slabs & Pre-Fabs

Slabs

Natural stone slabs such as granite, marble, quartzite, soapstone, limestone, and travertine are quarried directly from the earth and cut into large, flat sections (slabs). Unlike engineered stone, natural stone is not manufactured or resin-bound. Rather, its composition, color variation, and veining patterns are formed through geological processes over millions of years. These characteristics give natural stone its aesthetic appeal. Slabs come in various sizes typically around 120 inches x 60 inches. The most common thicknesses for natural stone slabs are 2 cm (about 3/4 inch), and 3 cm (about 1 1/4 inch), being the most widely used in residential and commercial applications.



Natural Stone Quartzite Slab

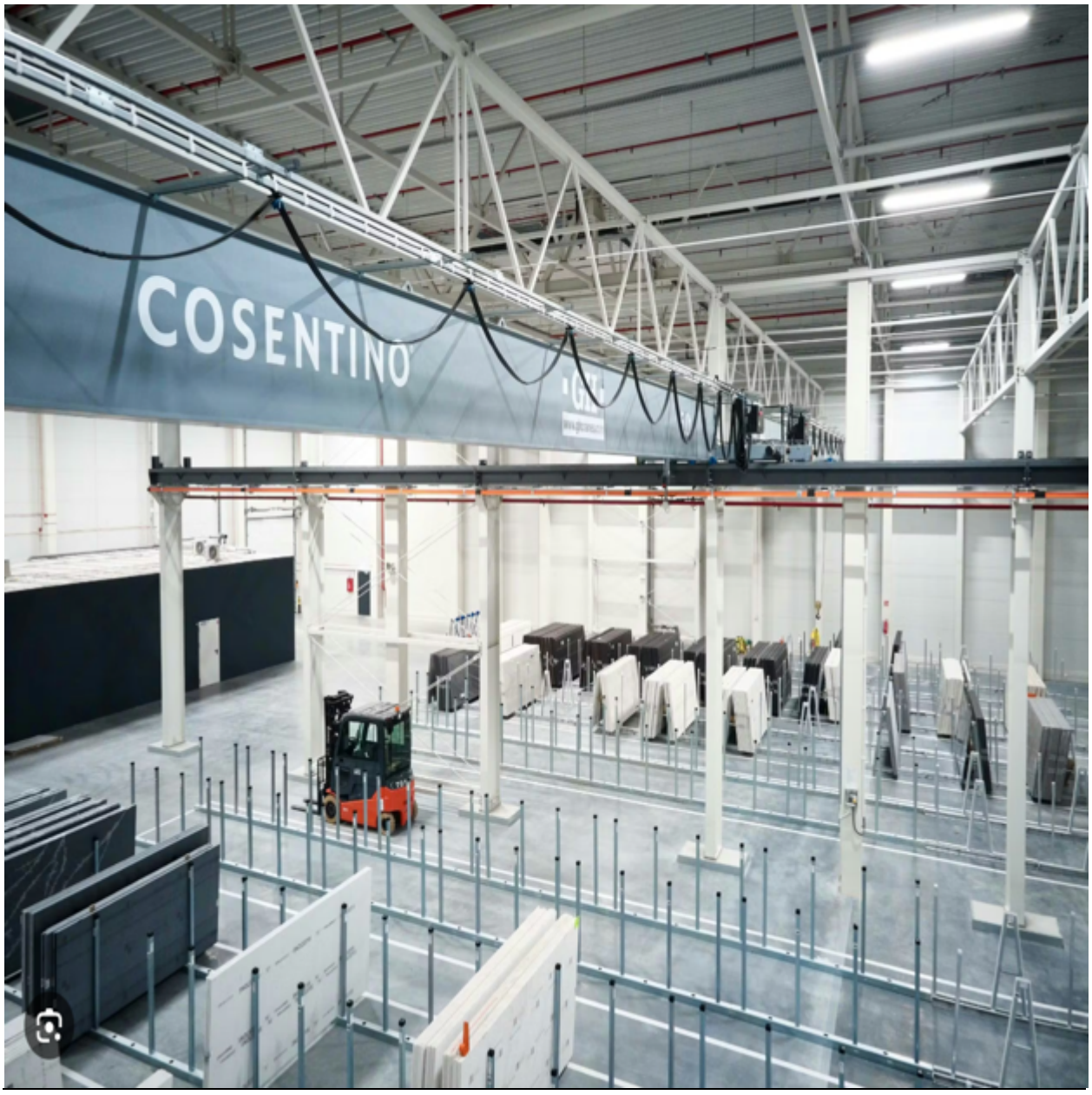


Natural Stone Slab Yard

Quartz slabs are manufactured in a wide range of colors and patterns and are available in a variety of sizes and thicknesses to suit different design and installation needs. Quartz slabs typically come in two sizes: approximately 120 inches by 55 inches (often called “standard”) and larger “jumbo” slabs, which can measure up to 130 inches by 65 inches or more, allowing for expansive countertops and fewer seams. The most common thicknesses for quartz slabs are 2 cm (about 3/4 inch), and 3 cm (about 1 1/4 inch), being the most widely used in residential and commercial applications.



Artificial Stone Slab



Artificial Stone Slab Warehouse

Pre-Fabs

Prefab pieces, which are pre-cut from stone or quartz slabs come with finished edges and corresponding backsplashes. They are usually available in set lengths such as 96 inches or 108 inches, with standard widths of 26 inches for countertops and 36 inches for islands. Prefabs are also commonly offered in 2 cm and 3 cm thicknesses. This range of sizes and thicknesses provides flexibility for a wide variety of projects, from kitchen countertops and islands to bathroom vanities and commercial surfaces. Despite being called “pre-fab”, these usually must be fabricated on site during installation.



Artificial Stone Pre-Fab Countertops



Natural Stone Pre-Fab Countertops



Artificial Stone Pre-Fab Countertop Warehouse



Natural Stone Pre-Fab Countertop Warehouse

Shipping

Slabs and pre-fabs are packed and shipped in containers to the U.S. Typically, each slab is individually wrapped with protective plastic film to prevent scratching and chipping during transit. The slabs are then placed upright in sturdy wooden or metal A-frame racks. These racks are securely fastened within the shipping container to minimize shifting during transit. Additional cushioning materials, such as cardboard or foam blocks, may be used to fill gaps and further protect the slabs from impact. Once loaded, the containers are transported via ocean freight to U.S. ports, where the slabs are then distributed to manufacturers' centers, distributors, wholesalers, suppliers, or fabricators across the country.



Loading & Unloading of Quartz Slabs



Shipping of Quartz Slabs

Natural Stone

There are many types of natural stone slabs used for countertops and other applications, with the most popular being granite, marble, quartzite, limestone, and travertine.

Granite: is a coarse-grained, igneous rock composed primarily of quartz, feldspar, and mica, giving it a distinctive speckled appearance and a wide range of colors and patterns. Known for its exceptional hardness and durability, granite is a popular choice for countertops and other applications. Its relatively high quartz content, typically ranging from 20% to 60%, means that cutting, grinding, or polishing granite can generate significant amounts of respirable crystalline silica dust, poses health risks if proper engineering and respiratory controls are not in place. Granite's natural beauty, resistance to scratching and heat, and long-lasting performance make it a preferred material in both residential and commercial construction. Granite began losing market share to artificial stone when it was introduced into the market around 2005 and started to gain popularity. In more recent years, granite has lost additional popularity due to the high marketing spend that artificial stone manufacturers have poured into the consumer market.

Marble: is a metamorphic rock formed from limestone that has undergone heat and pressure, resulting in a dense, crystalline structure with a smooth, often veined appearance. Renowned for its elegance and luxurious aesthetic, marble is widely used in countertops, flooring, and architectural features. Its primary mineral component is calcite (calcium carbonate), which gives marble its characteristic softness compared to harder stones like granite. Marble's relatively low silica content of less than 1% makes it much less hazardous in terms of respirable crystalline silica exposure during fabrication, especially if proper engineering and respiratory controls are used. However, it is more susceptible to scratching, staining, and etching from acids, so it requires regular maintenance to preserve its beauty and integrity.

Quartzite: is a hard, metamorphic rock that originates from pure quartz sandstone, which undergoes intense heat and pressure deep within the Earth's crust. This process fuses the quartz grains together, resulting in a dense, durable stone that is highly resistant to scratching, heat, and chemical weathering. Its crystalline sparkle and elegant veining make it a popular choice for countertops in both residential and commercial settings. However, due to its high quartz content, working with quartzite can generate significant amounts of respirable crystalline silica dust, requiring proper safety measures during fabrication and installation. Quartzite's silica content is more than 90%.

Limestone: is a sedimentary rock primarily composed of calcium carbonate, often formed from the accumulation of marine organisms such as shells and coral over millions of years. It typically appears in shades of white, beige, or gray and may contain visible fossils, giving it a unique and natural appearance. Limestone is widely used for countertops and flooring due to its workability and classic aesthetic. Its relatively soft nature makes it easy to cut and shape, but also more prone to scratching and weathering compared to harder stones. With a low silica content less than 5%, limestone presents minimal risk of respirable crystalline silica exposure during fabrication, making it a safer choice for workers compared to stones like granite or quartzite.

Travertine: is a type of sedimentary rock, specifically a variety of limestone, formed by the precipitation of calcium carbonate from mineral-rich waters, often in hot springs or limestone caves. Characterized by its porous texture, it is commonly used in flooring, wall cladding, countertops, and outdoor paving. While relatively soft and easy to work with, travertine's porous surface requires sealing to prevent staining and moisture absorption. Like other forms of limestone, travertine contains very low levels of silica less than 5%, making it a safer material for fabrication in terms of respirable crystalline silica exposure.

Artificial Stone

Artificial stone, also known as engineered stone or “quartz” was first introduced by Caesarstone in Israel and Western Europe in the late 1980s, and by Cosentino in the 1990s. After 2000, these companies, along with U.S. based Cambria, brought engineered stone to the American market. Its popularity began to rise in the U.S. around 2005, and by 2010, through aggressive marketing and branding, quartz had become the most popular countertop material nationwide. Quartz manufacturers and suppliers further expanded their market presence by securing exclusive partnerships with major retailers such as The Home Depot, Lowe’s, and Costco, as well as with builders, to increase brand recognition and capture greater market share.

Artificial stone, commonly known as engineered stone or quartz, is a man-made surface material composed primarily of pulverized quartz crystals typically, around 90–95%, combined with resins, pigments, metals, and other additives to create a durable, non-porous slab. This manufacturing process allows for a wide range of colors and patterns, often mimicking the appearance of natural stone while offering greater consistency and uniformity. Engineered stone is highly resistant to scratching, staining, and moisture, making it a popular choice for kitchen countertops, bathroom vanities, and other high-traffic surfaces. Unlike natural stone, it does not require sealing and is easy to maintain. It is also available in a “pre-fab” format.

However, due to its high content of ultrafine and nano-sized crystalline silica (over 90%), as well as other toxins and metals, fabrication processes such as cutting, grinding, and polishing can release hazardous respirable crystalline silica (RCS) and other toxic dust, requiring strict safety protocols to help protect workers’ health. Many artificial stone manufacturers and suppliers have misleadingly emphasized that the quartz component is “natural.” In reality, there is nothing natural about artificial stone quartz slabs.

The rapid growth in quartz’s market share can be attributed to its increased availability, initially a lower cost, and aggressive marketing. Initially, quartz slabs were offered only to select fabricators who completed a certification

process for fabrication and installation. Today, however, quartz is widely available to all fabricators, distributors, contractors, suppliers, interior designers, kitchen and bath retailers, and even directly to homeowners. In contrast, before artificial quartz manufacturers and suppliers began to dominate the stone industry with heavy marketing and branding, natural stone was available exclusively to licensed fabricators and was not branded or marketed in the same manner as quartz.

Low-Silica Artificial Stone

Several major artificial stone quartz slab manufacturers and suppliers now offer so-called “low-silica” artificial stone products. These supposedly “safer” options are currently available primarily through larger quartz brands such as Cosentino and Caesarstone. Over the course of several years, Cosentino replaced its Silestone design palette with Hybriq, a new, lower-silica formula, containing less than 60% silica. They introduced this reduced-silica formula gradually, releasing small groups of colors at a time. The fabrication and installation process of these new slabs remains unchanged, still releasing silica and other toxic dust during cutting, grinding, and polishing. More recently, Cosentino has announced an even lower-silica line called XM. Many other manufacturers have not made any changes to reduce the silica content in their products.

Porcelain

Porcelain is a highly refined, man-made ceramic material created by firing a blend of fine clay, feldspar, and other minerals at extremely high temperatures. This process produces an exceptionally dense, hard, and non-porous surface that is highly resistant to scratching, staining, heat, and moisture. Porcelain slabs are available in a wide range of colors, finishes, and patterns that are printed on the top surface of the slab (not full body) including realistic imitations of natural stone, wood, and concrete making them a versatile choice for countertops, flooring, walls, and even outdoor applications. Due to its low porosity, porcelain does not require sealing and is

easy to clean and maintain. Additionally, with less than 20% crystalline silica content, significantly lower than that of most natural stone or engineered quartz, porcelain is a safer option for fabrication and installation with regard to silica dust exposure.

Recycled Glass

Recycled glass slabs are manufactured primarily from crushed recycled glass, in which the silica is present in an amorphous, rather than crystalline, form. Amorphous silica does not exhibit the properties associated with respirable crystalline silica and is generally regarded in occupational health literature as a nuisance dust rather than toxic. Recycled glass slabs have a crystalline silica content typically less than 1%, in comparison to artificial stone slabs that contain over 90% crystalline silica.

Because recycled glass slabs do not contain significant quantities of crystalline silica, fabrication activities such as cutting, grinding, and polishing do not generate respirable crystalline silica at levels associated with silicosis risk. As a result, these materials can be fabricated using conventional engineering controls and personal protective equipment that have historically been effective for natural stone, including wet methods, ventilation, and task-appropriate respiratory protection. This contrasts sharply with artificial stone's high exposure levels which have demonstrated that even comprehensive control measures are insufficient to reliably reduce exposures below OSHA's permissible exposure limits.

Recycled glass slabs were developed prior to the widespread introduction of artificial stone products and have recently regained popularity as an alternative to artificial stone since their health hazards have started to become public and has accelerated following Australia's ban on artificial stone containing crystalline silica. Recycled glass slabs offer comparable aesthetic characteristics, performance, and cost without subjecting fabrication workers to the extreme exposure hazards associated with artificial stone. With the exception to Cambria, the major manufacturers of artificial stone products have introduced recycled glass slabs, reflecting that safer substitute materials are feasible.

Feature:	Artificial Stone Slabs:	Recycled Glass Slabs:
Primary silica form:	Crystalline silica (quartz)	Amorphous silica (glass)
Typical silica content:	~90–95% crystalline silica	Predominantly amorphous glass; less < 1% crystalline silica
Dust generated during fabrication:	Respirable crystalline silica	Amorphous glass and binder dust
Association with silicosis:	High, well-documented	No established association
Effectiveness of wet methods and ventilation:	Insufficient to control exposures below limits	Generally effective for dust control
Reliance on respiratory protection:	High, often requiring advanced respirators	Lower, task-dependent

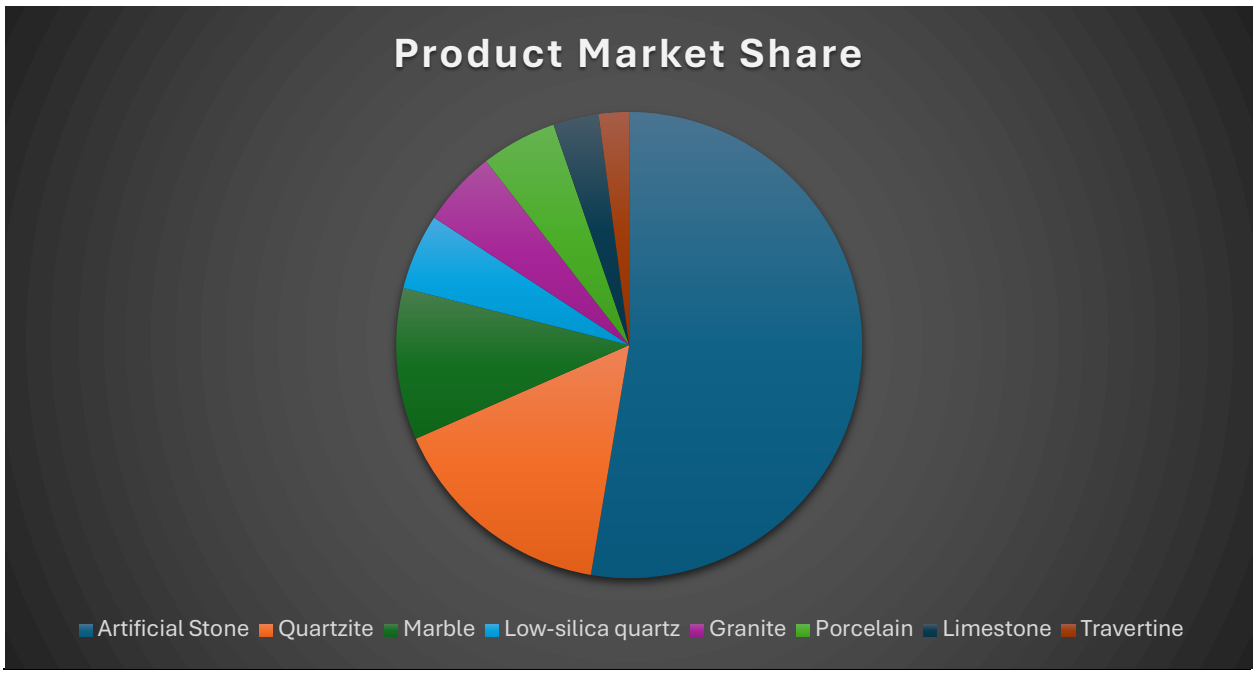
Recycled Glass Slab Brands:

- **IceStone** – A well-known U.S. manufacturer of recycled glass countertops and surfaces made with recycled glass and environmentally friendly binders. IceStone
- **Vetrazzo** – One of the original recycled glass slab products; Vetrazzo slabs can be made from 100% recycled glass sourced from curbside recycling and industrial sources. Polycor Inc.
- **Curava** – Offers sustainable recycled glass countertop surfaces with a range of colors and styles. Curava
- **Gilasi** – Provides customizable recycled glass countertops that are VOC-and crystalline silica-free. Gilasi recycled glass countertops
- **Reico Recycled Glass Countertops** – Available through Reico's distribution channels, featuring recycled glass surfaces for kitchen and bathroom applications. Reico Kitchen & Bath
- **Absolute Stone Recycled Glass Countertops** – A recycled glass countertop material offered by Absolute Stone Corporation with a high percentage of recycled content. Absolute Stone

Product Market Share

Based on my experience and meetings with manufacturers and suppliers, the chart below breaks down the market share percentages for each material in Southern California. Artificial stone accounts for the highest usage, representing approximately 50% of the market. ASW was fabricating approximately 85% artificial stone, 10% natural stone, 5% porcelain, and less than 1% of recycled glass.

Product:	Silica %:	Market Share:
Artificial Stone	~ 90%	~ 50%
Quartzite	~ 90%	~ 15%
Marble	~ 1%	~ 10%
Low-Silica Quartz	~ 60%	~ 5%
Granite	~ 60%	~ 5%
Porcelain	~ 20%	~ 5%
Limestone	~ 5%	~ 3%
Travertine	~ 5%	~ 2%
Recycled Glass	~1%	~1%



Natural Stone Processing

Natural stone slabs undergo a multi-stage processing sequence that begins after blocks are extracted from the quarry. Once transported to a processing facility, the large stone blocks are sawn into slabs, typically 2 cm or 3 cm in thickness using gang saws or multi-wire saws equipped with industrial diamond blades. After cutting, the slabs are reinforced as needed, often with resin infill to stabilize natural fissures, and then passed through polishing lines where a series of abrasive heads produce the desired surface finish, such as polished, honed, leathered, or brushed. Once processed, the slabs are bundled, labeled, and shipped to distributers and suppliers.



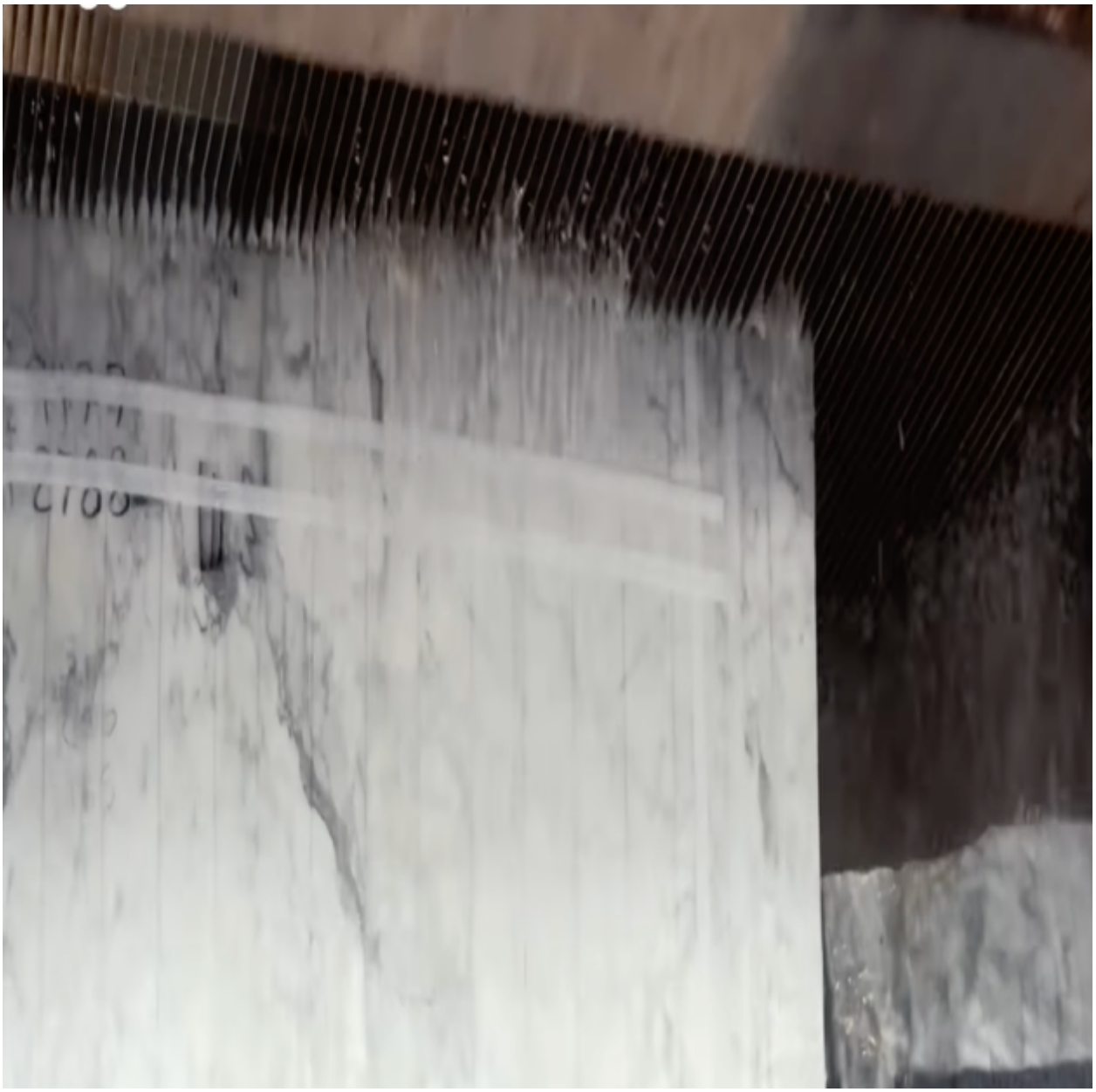
Quarry



Natural Stone Block



Transporting Block to Processing Facility



Block Cut into Slabs by Multi-Wire Saw



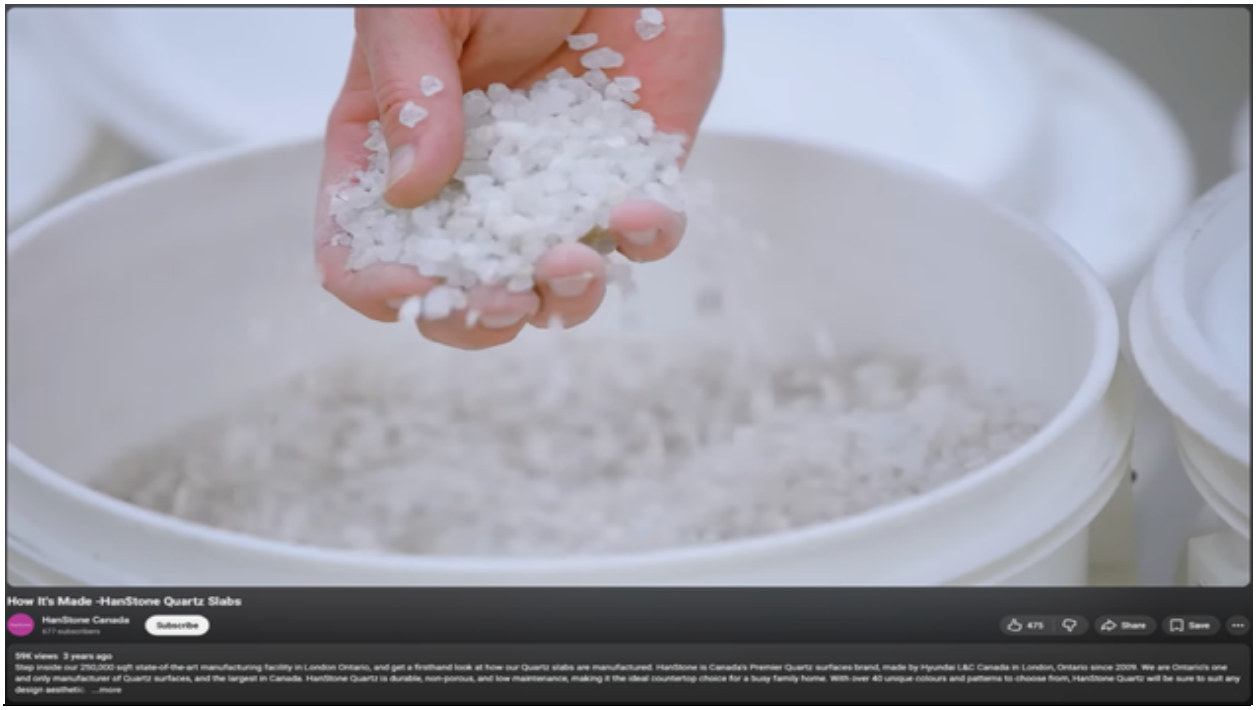
Polishing Line with Abrasive Heads



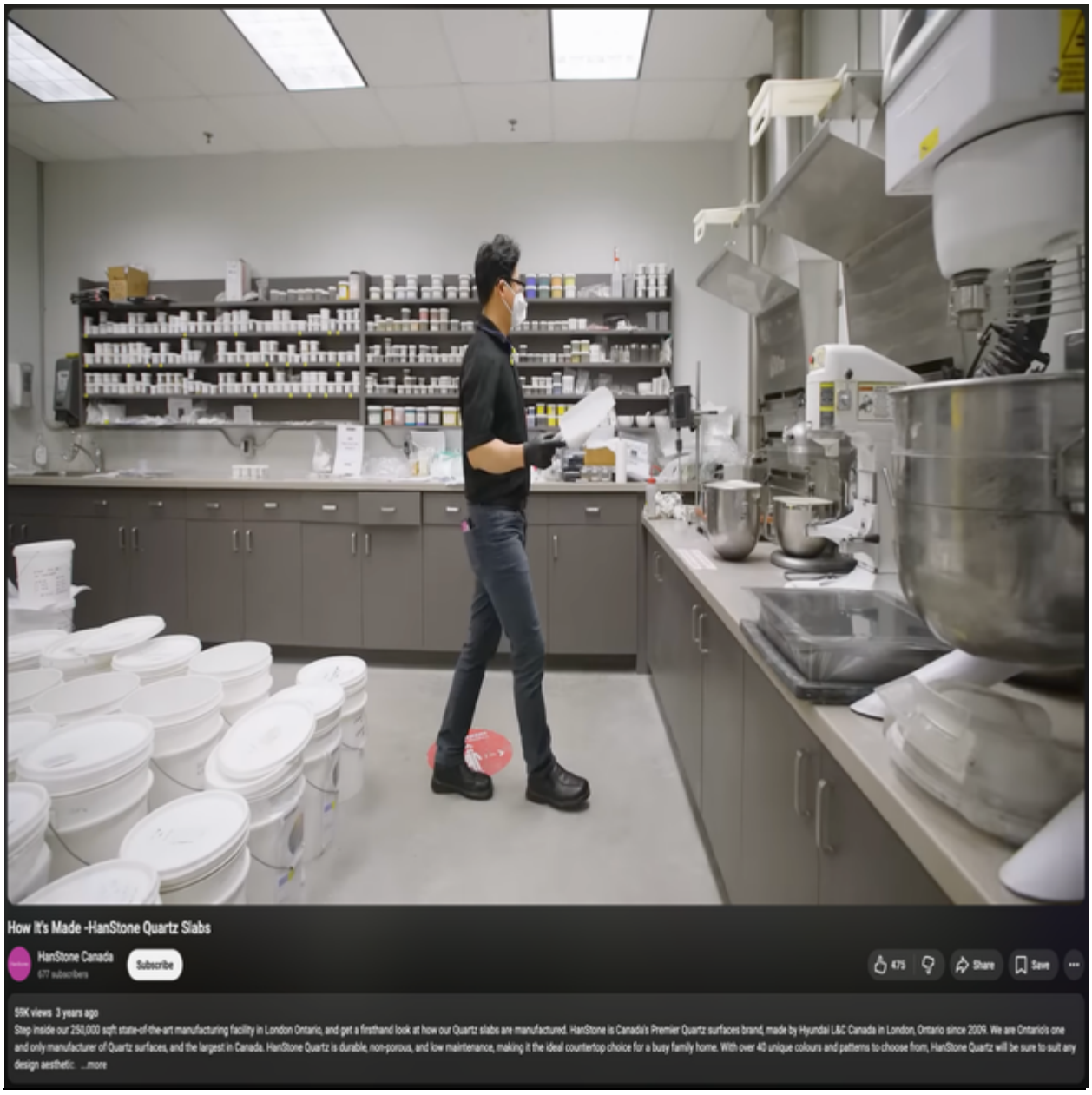
Processed Slabs Ready to Ship

Artificial Stone Manufacturing

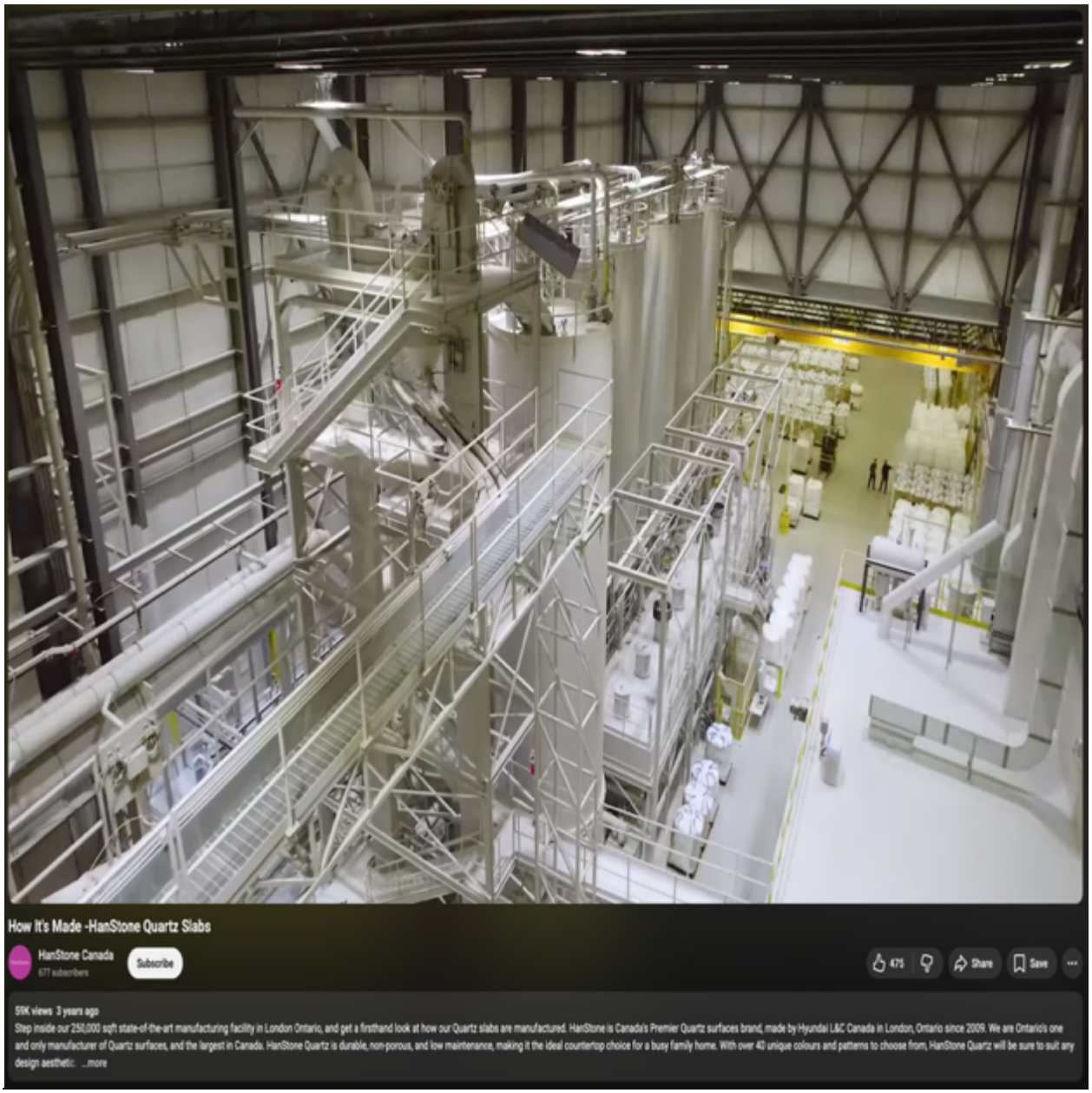
Artificial stone quartz slabs are manufactured through a highly automated industrial process that combines finely crushed quartz, often 90 percent or more crystalline silica, with resins, pigments, metals, and other binders. The raw materials are blended and fed into molds of various sizes, where powerful vibro-compression under vacuum removes air pockets and forces the mixture into a dense, solid slab. The slabs are then cured at high temperatures to harden the resin, producing a rigid, nonporous artificial stone. After curing, the slabs are calibrated, polished, and digitally branded before being shipped and distributed. This manufacturing method creates a material with consistent appearance and durability, but it also results in extremely high nano-sized silica content mixed with various other toxins and metals, which becomes a serious hazard when slabs are cut, ground, or polished during fabrication and installation. Seven screenshots of a YouTube video posted by HanStone displaying their artificial stone slab manufacturing process.



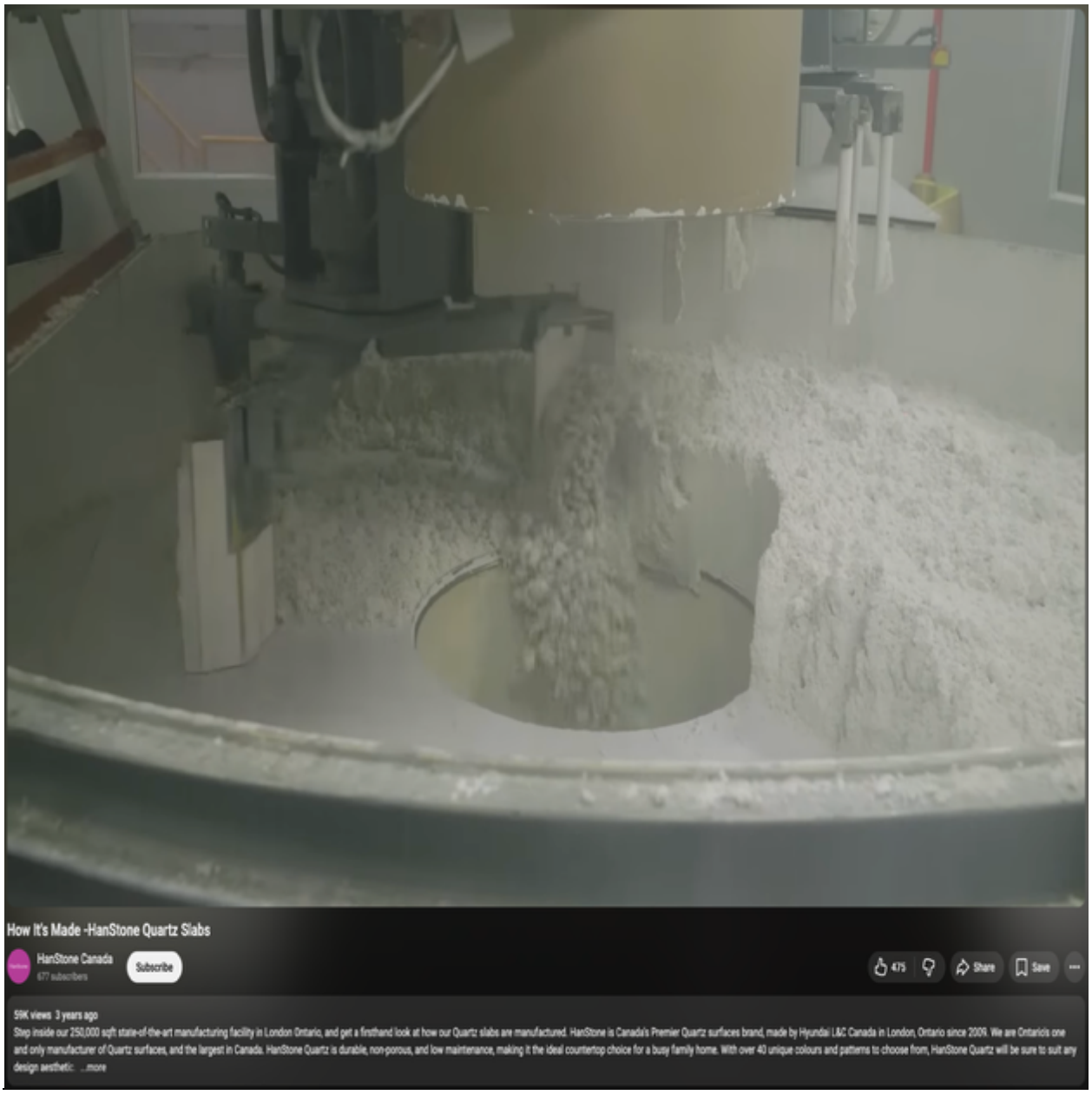
Silica Aggregates



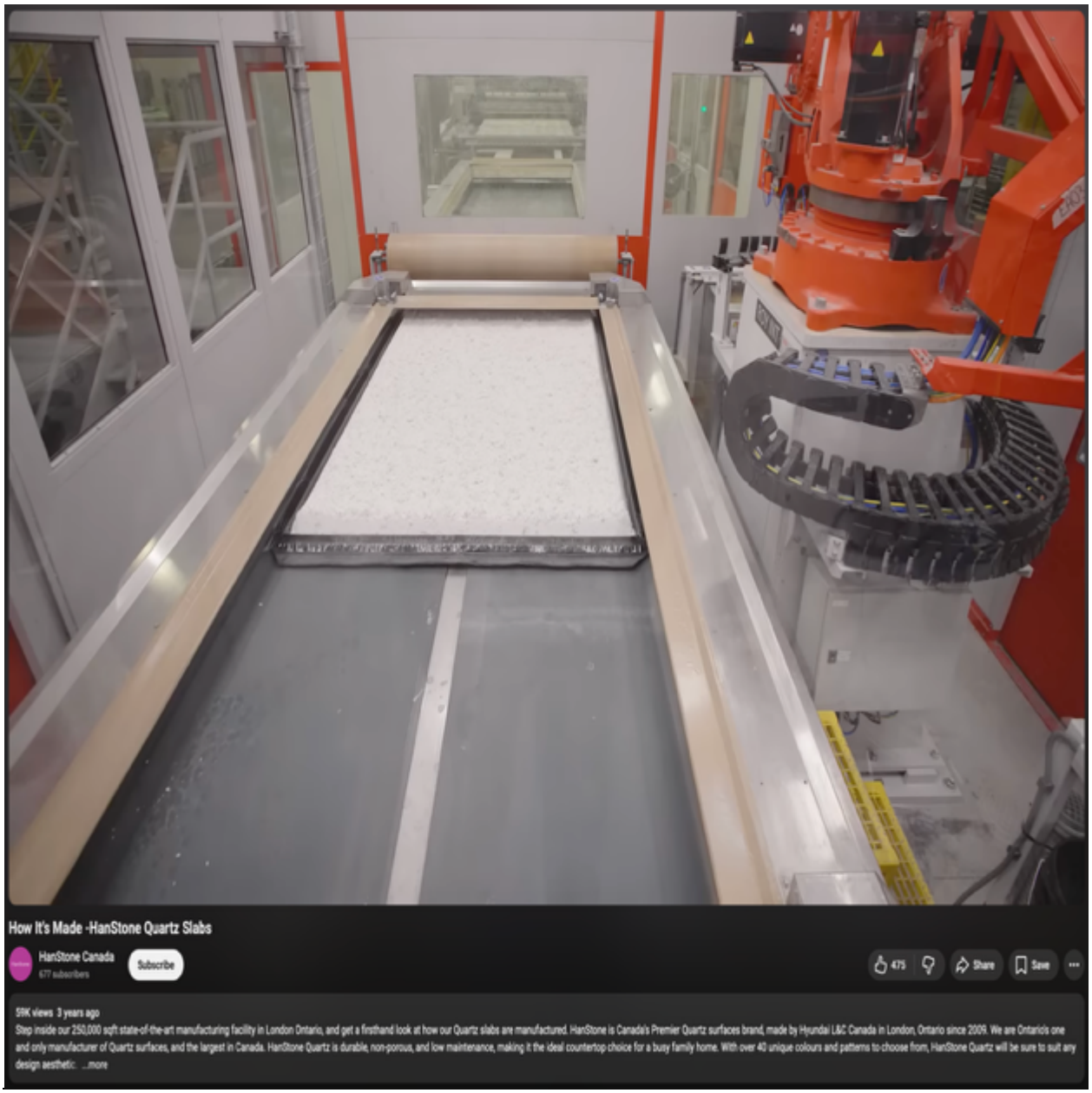
Formulating Slab Recipe



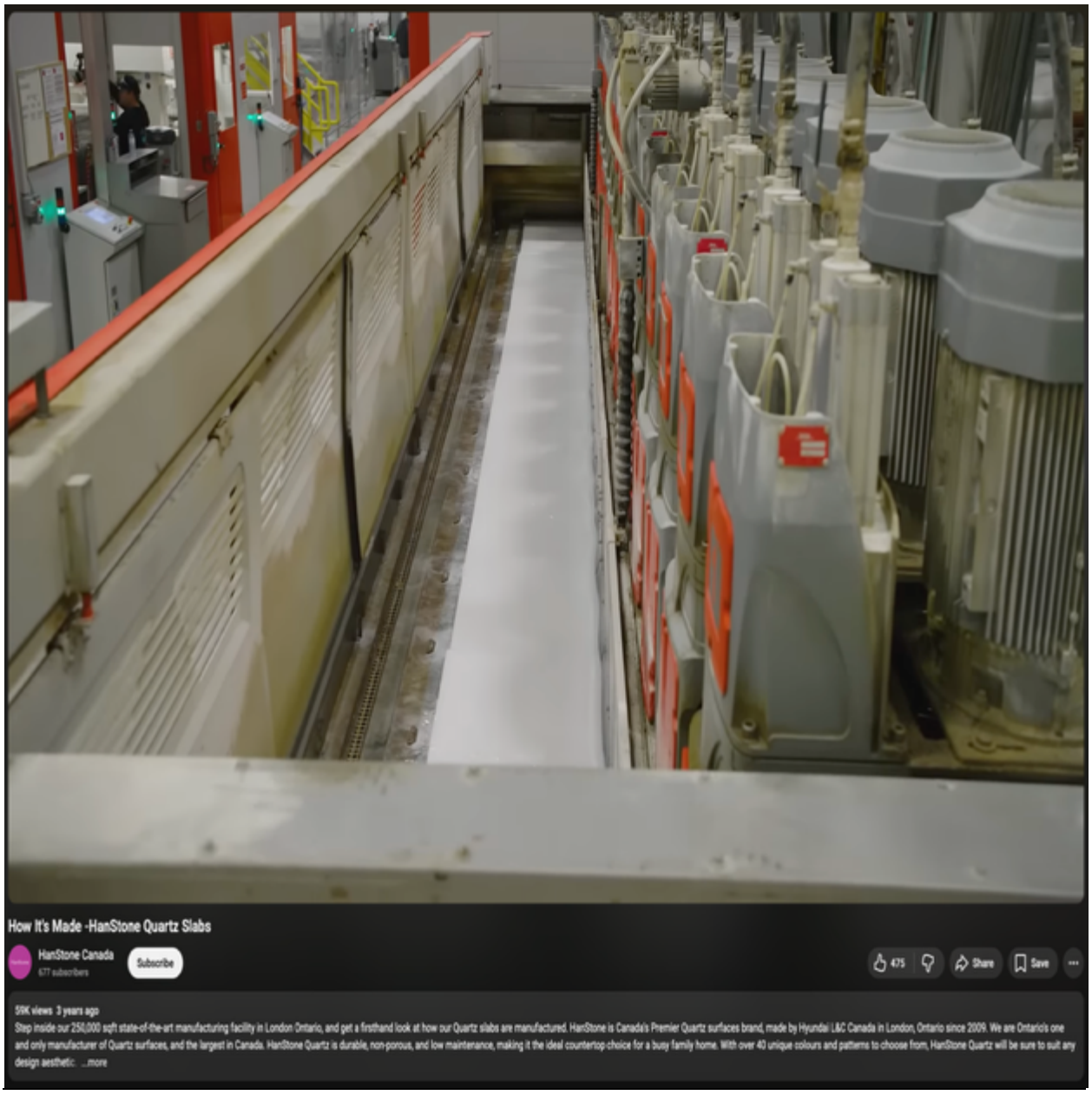
Silo Hoppers



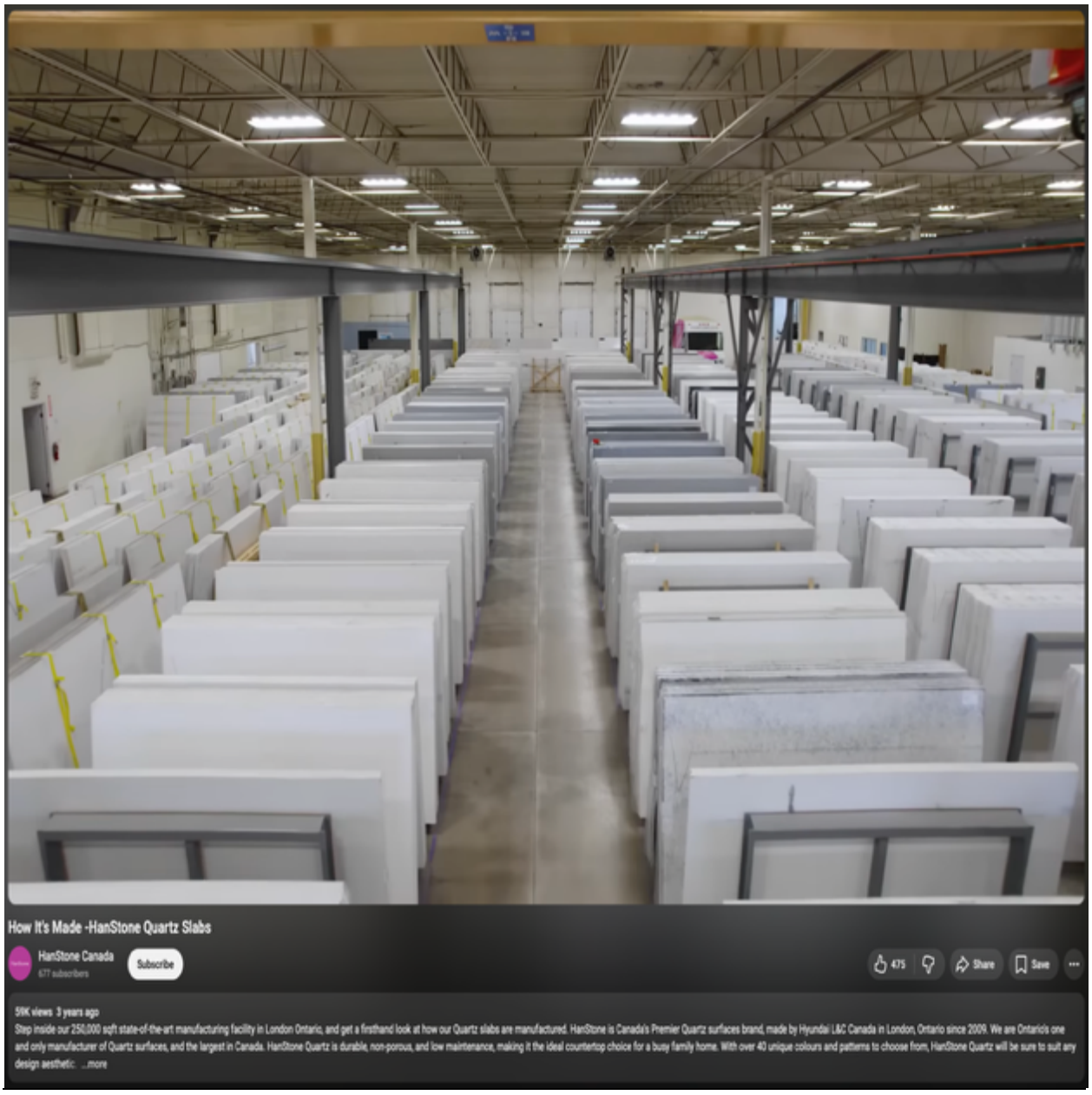
Mixing Raw Silica with Chemicals and Resin



Mixture Poured in Slab Mold from Pre-Blended Material



Polishing Line with Abrasive Heads



Manufactured Slabs Ready to Ship

Artificial Stone Manufacturers

Here are some of the major quartz slab brands offered in the United States that service sophisticated and unsophisticated shops, distributers, big box, builders, developers, contractors, interior designers, and architects:

Global flagship brands (widely distributed in the U.S.)

- **Silestone**
  - Parent: **Cosentino**
  - Origin: Headquartered and manufactured primarily in **Spain**, with global distribution. Marble.com+1 Distributed by C & C North America.
- **Caesarstone**
  - Parent: **Caesarstone Ltd.**
  - Origin: Originally **Israel**; now manufactures in Israel and U.S. locations, with strong U.S. presence. Marble.com+1 Distributed by Caesarstone, USA.
- **Cambria**
  - Parent: **Cambria Company LLC**
  - Origin: **United States** – Minnesota-based company, manufacturing in the U.S. Marble.com+1
- **Vicostone**
  - Parent: **Vicostone JSC**
  - Origin: **Vietnam**, with slabs exported globally, including the U.S. gdbellastone.com
- **Compac**
  - Parent: **Compac Surfaces**
  - Origin: **Spain**, with a technological quartz plant in Portugal, distributed in North America. Granite Selection+1 Distributed by Compac USA.

Large U.S.-based brands and distributors (some with mixed manufacturing)

- **MSI Q™ Premium Natural Quartz**
  - Parent: **MS International (MSI)**, Orange, California.
  - Origin: U.S.-based distributor/brand; manufactures some quartz in the U.S. and also sources/finishes slabs from overseas. Marble.com+2OPPEIN Stone+2
- **Corian® Quartz** (formerly Zodiaq)
  - Parent: **DuPont** (now under Corian Design).
  - Origin: U.S. brand; manufacturing based in the **United States**, with national big-box and design-center distribution. Marble.com+2OPPEIN Stone+2
- **Viatera® Quartz**
  - Parent: **LX Hausys** (formerly LG Hausys).
  - Origin: Described as having **USA / Korea** manufacturing origins. gdbellastone.com+2LX Hausys+2
- **HanStone Quartz**
  - Parent: **Hanwha** (HanStone).
  - Origin: North American manufacturing in the **United States** (Marble.com notes U.S.-made) with Korean corporate roots. Marble.com+2gdbellastone.com+2
- **Daltile ONE Quartz Surfaces™**
  - Parent: **Daltile** (U.S.-based tile/stone manufacturer).
  - Origin: U.S. brand with quartz surfaces produced for the North American market (raw slabs sourced globally). Marble.com+1
- **Wilsonart® Quartz**
  - Parent: **Wilsonart LLC**, Temple, Texas.
  - Origin: U.S.-based engineered-surfaces company producing quartz alongside laminates and solid surface, with a large North American distribution network. OPPEIN Stone+1
- **PentalQuartz®**
  - Parent: **Pental Surfaces** (now under Architectural Surfaces).
  - Origin: U.S./Canada distributor brand; quartz slabs manufactured overseas (noted as Canada/Australia origins in a comparative guide). gdbellastone.com+1

Other significant brands commonly seen in U.S. fabrication shops

These are frequently listed in U.S. retailer/fabricator lineups and consumer brand comparisons. OPPEIN Stone+3Marble.com+3BWS-CRG+3

- **Raphael Stone** – U.S.-based wholesaler/brand (Leonia, NJ) distributing quartz slabs nationwide.
- **American Quartz** – U.S.-made quartz slab brand based in Dallas, Texas.
- **Verona Quartz** – Wholesale brand based in Sun Valley, California, distributing quartz and porcelain slabs across the U.S.
- **Spectrum Quartz** – Brand with manufacturing both **in South Carolina and overseas**, marketed as highly "natural stone look" quartz.
- **Quantum Quartz (Quantum Surfaces USA)** – Family-run U.S. company (Florida & Michigan) importing Breton-technology engineered stone, exclusively distributed via Stone Warehouse USA.
- **Santa Margherita® Quartz** – Italian engineered stone producer with quartz line distributed in the U.S. (often via Verona Marble Co.).
- **Okite®** – Italian luxury quartz brand, manufactured in Italy and sold through high-end design firms.
- **Polarstone®** – Brand described as Italian-inspired quartz combining marble aesthetics with quartz durability.
- **Difiniti® Quartz** – Private-label quartz line carried by U.S. distributors/fabricators such as Difiniti Surfaces.
- **Aggranite® Quartz** – Quartz line offered by Aggranite (U.S.-based importer/distributor).
- **Samsung / Radianz® Quartz** – Korean-origin quartz surface brand associated with Samsung, with a variety of collections.
- **Vena Stone®** – Quartz surface brand with marble-look designs, listed among U.S. "best brand" guides.
- **Granite Transformations® / TREND** – Engineered stone overlay products combining quartz, stone and polymer; more of a finished-surface system than raw fabrication slabs, but still quartz-based.

Additional import brands with U.S. presence

These manufacturers or import brands that supply the U.S. market, sometimes private-labeling slabs that later appear under local distributor names. OPPEIN Stone+2gdbellastone.com+2

- **Oppein Stone** – Owned by OPPEIN Home Group (China); manufactures quartz slabs in China and exports extensively to the U.S.
- **Bellastone** – Chinese quartz manufacturer (Guangdong Bellastone Green Building Material Co., Ltd.), supplying global markets including the U.S.
- Various Chinese, Turkish, and other Asian producers whose slabs are sold here under U.S. distributor house brands.



Quartz Display Samples

Distributors & Suppliers

Here are some of the major natural stone and engineered quartz suppliers and distributors serving the U.S that service sophisticated and unsophisticated shops, distributers, big box, builders, developers, contractors, interior designers, and architects:

- **MSI Surfaces (M S International, Inc.)** – One of the largest slab importers and distributors in North America, with dozens of slab showrooms and distribution centers (including San Diego and Orange County) supplying Q Premium Natural Quartz and natural stone slabs nationwide. MSI Surfaces+2MSI Surfaces+2
- **Arizona Tile** – Leading tile and slab distributor with locations across the Western United States; distributes a wide range of granite, marble, quartz and porcelain slabs. International Bath and Tile San Diego+2Arizona Tile+2
- **Bedrosians Tile & Stone** – National tile and stone company with multiple slab yards carrying marble, granite, quartzite, quartz and porcelain slabs. bedrosians.com+3bedrosians.com+3bedrosians.com+3
- **QDI Surfaces (Quarries Direct International)** – Large natural stone and porcelain importer/distributor with slab and tile warehouses including an Anaheim, CA location. qdisurfaces.com+1
- **UMI Stone** – Wholesale distributor of quartz (Pompeii Quartz), granite and natural stone, with multiple branches and dealer locations across the Eastern U.S. UMI Stone+2UMI Stone+2
- **Stone Warehouse USA** – One of the larger U.S. natural stone distributors, supplying marble, granite and engineered stone (including quartz) to residential and commercial projects. Stone Warehouse of USA+1
- **JJ Granite** – Family-owned importer and wholesale distributor of natural and man-made stone slabs, stocking over 1,000 slabs and 100+ varieties of granite, marble, quartz and quartzite. JJ Granite Inc+1

- **Ace Granite** – Multi-state natural stone and quartz supplier with large wholesale inventories of granite, marble, quartzite, travertine, onyx, porcelain and quartz. acegraniteusa.com
- **Cosmos Surfaces / Cosmos Granite & Marble** – National distributor of granite, marble, quartz, quartzite and other surfaces, with showrooms in multiple U.S. cities. cosmossurfaces.com+2cosmosurfaces.com+2
- **Stone Basyx** – Premium stone slab importer and distributor serving the Southeast U.S., stocking marble, quartzite, quartz, granite and porcelain slabs. Stone Basyx+3Stone Basyx+3UNIS - Smarter Supply Chain+3
- **AGM Imports** – Large natural stone and quartz importer with tens of thousands of slabs and hundreds of varieties sourced from around the world. AGM
- **United Granite USA** – Slab supplier offering a wide range of marble, granite, quartz and quartzite for countertop and surface applications. unitedgraniteusa.com
- **Walker Zanger** – National stone and tile company with slab showrooms and authorized dealers across the U.S., supplying natural stone and engineered surfaces. Walker Zanger
- **Daltile (ONE Quartz Surfaces)** – Large U.S. tile and stone brand offering ONE Quartz engineered stone slabs and natural stone through stone centers and showrooms nationwide. cectops.com+3Daltile+3Daltile+3
- **Cosmos Granite & Marble (The Stone Collection / IMC, etc.)** – Regional slab vendors and showrooms (e.g., IMC by The Stone Collection in Dallas) carrying granite, marble and quartz slabs. International Marble & Granite+1
- **Slab Supply** – U.S.-based wholesale supplier marketing truckload and large-quantity purchases of granite, quartzite, marble, and quartz slabs to fabricators. Slab Supply
- **IRG Stone (Integrated Resources Group)** – Northern California slab distributor with showrooms in the San Francisco Bay Area and Sacramento, carrying specialty marble, quartzite, porcelain and quartz slabs. IRG Stone | Slab & Tile Showroom

Southern California–Focused Distributors and Suppliers

Here are some of the major natural stone and engineered quartz suppliers and distributors serving the U.S that service sophisticated and unsophisticated shops, distributers, big box, builders, developers, contractors, interior designers, architects, and homeowners:

- **Raphael Stone CA** – Southern California quartz and stone supplier offering quartz countertops and slabs to the Los Angeles market and beyond. Raphael Stone CA
- **Stone Mart (Los Angeles)** – Natural stone supplier and granite slab distributor serving Los Angeles and surrounding areas. STONE MART
- **Marmol Export USA** – Southern California–based stone supplier (Anaheim and San Diego) providing a broad selection of natural stone slabs and architectural stone. SoCal Stone Fabricators Inc
- **Elite Stone Group** – Distributor of prefabricated quartz countertops, quartz slabs and luxury porcelain slabs with multiple distribution centers across Southern California. Elite Stone Group+1
- **Marble Unlimited Inc.** – California stone supplier with showrooms in Sun Valley and Anaheim, offering premium natural and man-made stone slabs. Marble Unlimited Inc+1
- **Stone Age (Anaheim)** – Large Anaheim showroom and slab yard offering granite, quartz, marble and other natural stone slabs in full, half and remnant sizes. Satile
- **Granite Factory Direct (San Diego)** – San Diego-based supplier of quartz, granite, marble countertops and prefab stone slabs. Granite Factory Direct
- **QDI Surfaces – Anaheim** – Regional hub of QDI providing natural stone, quartz, porcelain and tile to customers in Orange County and surrounding areas. qdisurfaces.com+1
- **Stone West, Inc.** – Ventura County–based supplier of high-end natural stone slabs (marble, quartzite, onyx, soapstone, granite and exotic stones) for residential and commercial projects. stonewest.com
- **Formation Stone & Tile** – California distributor offering a wide range of natural stone slabs (granite, marble, quartzite, travertine, onyx) and tile products. SoCal Stone Fabricators Inc

- **Marble Unlimited / premium white collection (Anaheim)** – Specialized Anaheim showroom focusing on high-end white stones and exclusive quarry selections. Marble Unlimited Inc+1
- **Local prefab-oriented suppliers (e.g., Elite Stone, Granite Factory Direct, others)** – Provide prefabricated quartz and stone countertops to retailers and small fabricators, often servicing unsophisticated or field-fabrication installations. Granite Factory Direct+2Elite Stone Group+2

- **Marble Express**

- **Pacific Shore Stone**

- **Gramar Stone Center**

- **Quality Marble & Granite**

Distribution

Most major artificial stone quartz slab manufacturers operate their own distribution centers in major markets across the country and utilize third-party distributors and suppliers to service smaller regions where they lack a direct presence. While these manufacturers originally sold exclusively to licensed fabricators, they all quickly expanded their sales channels to include contractors, suppliers, and trade professionals. Throughout my career, I have had customers such as contractors, interior designers, kitchen and bath showrooms, and homeowners buy quartz slabs directly from the manufacturers and provide them to ASW to fabricate and install. Well-known brands also supply large quantities to third-party distributors, suppliers, and retailers in major markets, who the manufacturers know will resell to a wide range of customers, including unsophisticated fabricators and even homeowners themselves. Additionally, smaller, lesser-known quartz brands often sell directly to anyone, typically at a fraction of the cost of the name-brand products.

In short, artificial stone quartz slab manufacturers and suppliers have intentionally designed an extensive and far reaching distribution network to ensure their products reach all types of customers and fabrication shops, not just through controlled direct sales. This vast web of distribution and fabrication networks was deliberately designed and created by the manufacturers/suppliers, who are fully aware that their slabs will be fabricated by both sophisticated, licensed shops as well as less sophisticated, unlicensed, and even dry shops. Roughly 50% of the major manufacturers' artificial slabs are sold directly through fabrication shops, whereas the manufacturers sell the other 50% to suppliers, contractors, designers, etc., knowing full well that the slabs must be fabricated at a fabrication shop before they can be installed.

C-54 License

When it comes to more sophisticated fabrication shops, there is no license specifically dedicated to artificial stone fabrication. However, most reputable shops typically hold a C-54 Ceramic & Mosaic Tile Contractor license, as it is the closest available license relevant to this type of work. For example, my father obtained a C-54 license when he founded our company around 1991, and we maintained that license with him as the Responsible Managing Officer (RMO) until the company closed in 2024. Even after I took over, he continued to work daily and received a salary until our closure.

While a general contractor or subcontractor license, such as the C-54, is required under California law to maintain insurance and receive proper payment for work, it historically had no connection to safety standards, and specifically not to silica safety, until July 1, 2023. Slab manufacturers and suppliers are fully aware that the hundreds, if not thousands, of less sophisticated shops to which they directly or indirectly supply slabs often lack a C-54 or any other relevant license. Furthermore, they know that for those shops that do hold such a license, the license board had no bearing on silica safety compliance before July 1, 2023.

Sales

Manufacturers increase sales by employing a dual-channel strategy. They sell directly to sophisticated fabrication shops, which typically cater to consumers at premium prices, and they also sell indirectly through distributors, suppliers, designers, contractors, retailers and homeowners to less sophisticated, unlicensed, and even to a few “dry” shops. This indirect approach makes the end product more accessible and affordable to a broader range of consumers. By combining these channels, manufacturers maximize their market share and ensure that less sophisticated fabrication shops are not limited to using only lesser-known quartz brands from countries such as China, India, Taiwan, Malaysia, South Korea, Turkey, and the Philippines.

Marble Express, Pacific Shore Stone, and Gramar are three major third-party distributors of artificial stone quartz slabs in the U.S. The screenshots below,

taken from their websites, indicate that their artificial stone slabs are readily available directly to the public. It is widely known within the industry that anyone can purchase directly from these distributors, without the requirement of a certified sophisticated shop and C-54 license. Throughout my career, I have had customers such as contractors, interior designers, kitchen and bath retailers, and homeowners buy quartz slabs directly from third-party distributors and provide them to ASW to fabricate and install. Supplying to distributors (who do not have fabrication ability) operating in such close proximity to their own distribution centers eliminates any control over which fabrication shops their products end up in.

Distributors typically stock only a limited selection of popular colors, while retailers often do not keep any inventory on hand and sell at a higher price point. When an order is placed, the distributor or retailer must request the material from the slab manufacturer, a process that usually takes several days. For sophisticated shop owners who require quick turnaround times, this delay is unsustainable. Instead, they coordinate directly with the manufacturer for immediate pickup or delivery at their negotiated price, which is significantly lower than third-party rates.

For sophisticated owners, purchasing from a distributor or retailer also limits access to service and warranty support, since the relationship is not directly with the manufacturer. This often leads to slower service, stricter warranty policies, and increased costs and frustration for owners. In my career, I have never encountered a sophisticated owner anywhere in the country who does not purchase directly from the manufacturer.

Slab manufacturers establish special lower pricing for sophisticated shops, big-box retailers, builders, multi-family developers, and commercial contractors. They also implement annual sales rebate or “swell” programs for sophisticated shops, allowing these businesses to earn back hundreds of thousands of dollars each year. This structure incentivizes sophisticated shops to purchase directly from manufacturer centers, enabling manufacturers to capture, track, and control sales. For example, in 2023, if ASW’s sales target was met, the swell rebate with Cosentino would have amounted to approximately $400,000. If sophisticated shops were to

purchase through third-party distributors or retailers, those sales would not count toward their rebate, instead, the distributor would receive the credit.

On separate occasions, I have personally spoken with three associates from Cosentino and three from Cambria about their reasons for selling to third-party distributors and retailers. They all gave similar responses, emphasizing that the unsophisticated market is simply too large (at about 50%) to ignore and represents significant sales revenue that cannot be overlooked.

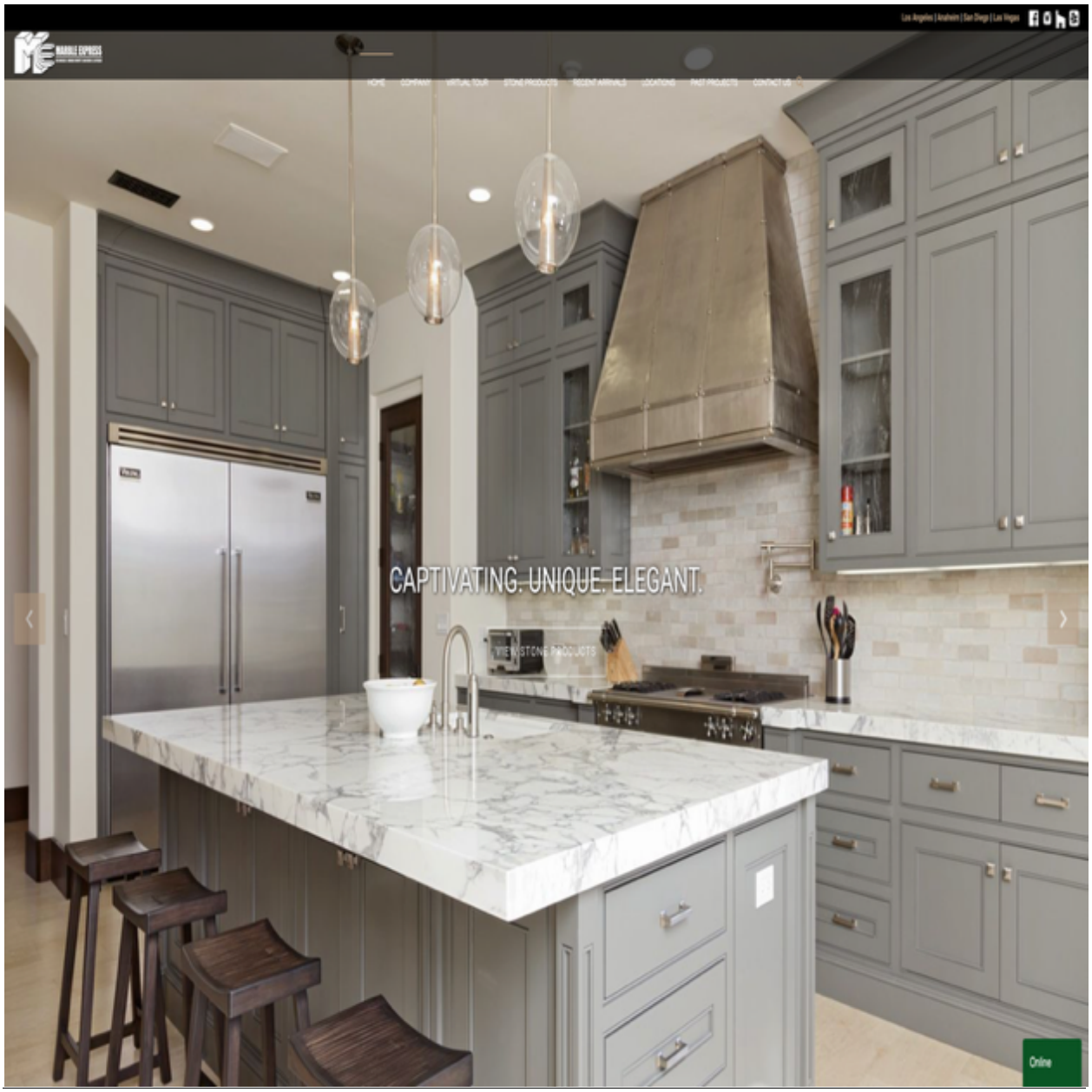
Cosentino (C&C North America):
Scott Newhan (General Manager) @ ASW Office
Matt Thurston (Regional Manager) @ CNext Golf tournament
Brandon Clavo (Chief Operating Officer) @ Javiers restaurant

Cambria:
Andrew Kissinger (Sales Leadership West) @ Puesto restaurant
Brenda Maher (Regional Vice President) @ The Ranch restaurant
Arik Tendler (Chief Sales Officer) @ ASW Office

Distributors

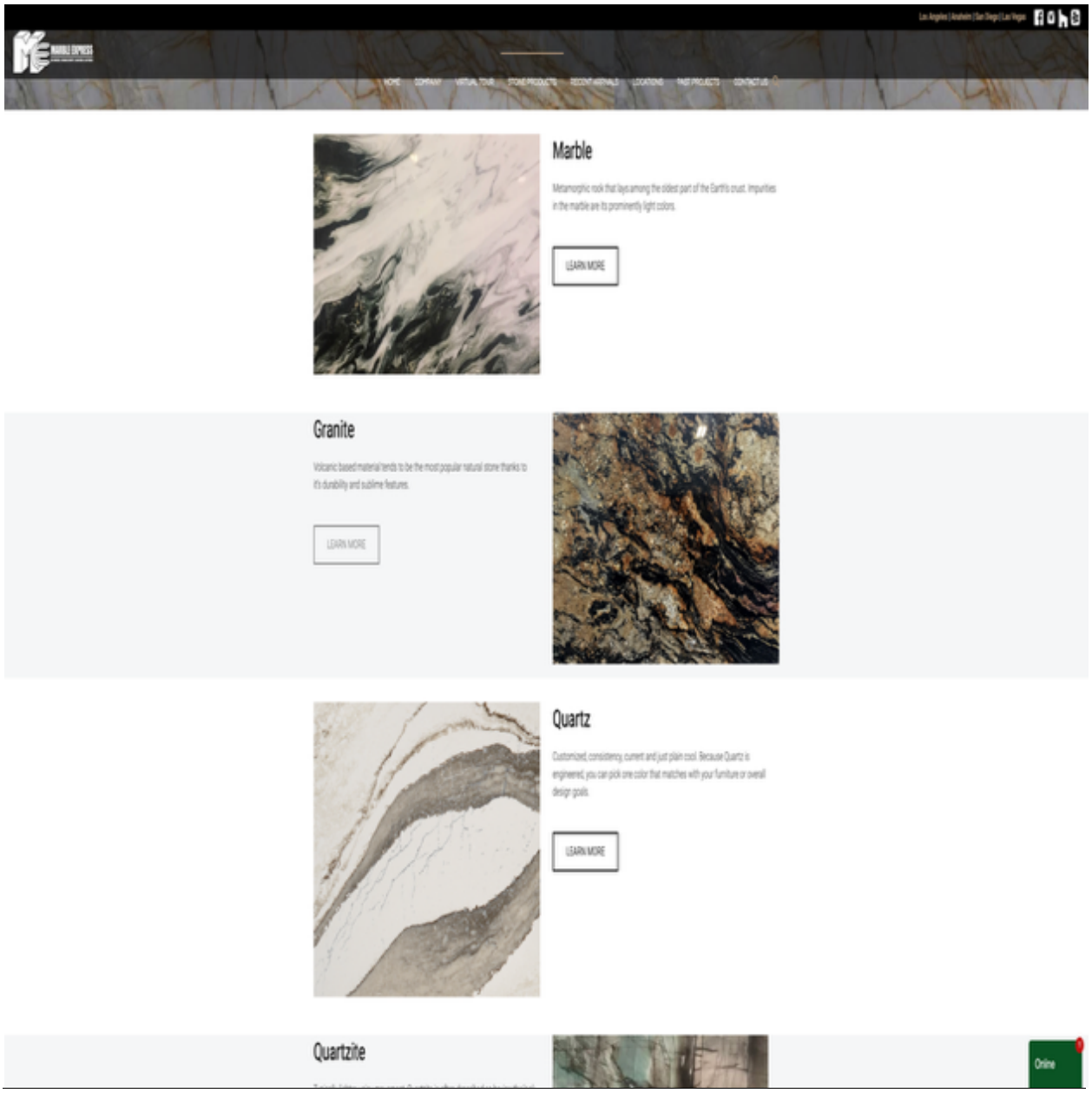
Marble Express' website prominently displays the logos of the quartz brands they offer to the public. Their showrooms feature samples as well as in-stock slabs available for immediate purchase across 4 locations including Anaheim, Los Angeles, San Diego, and Las Vegas.

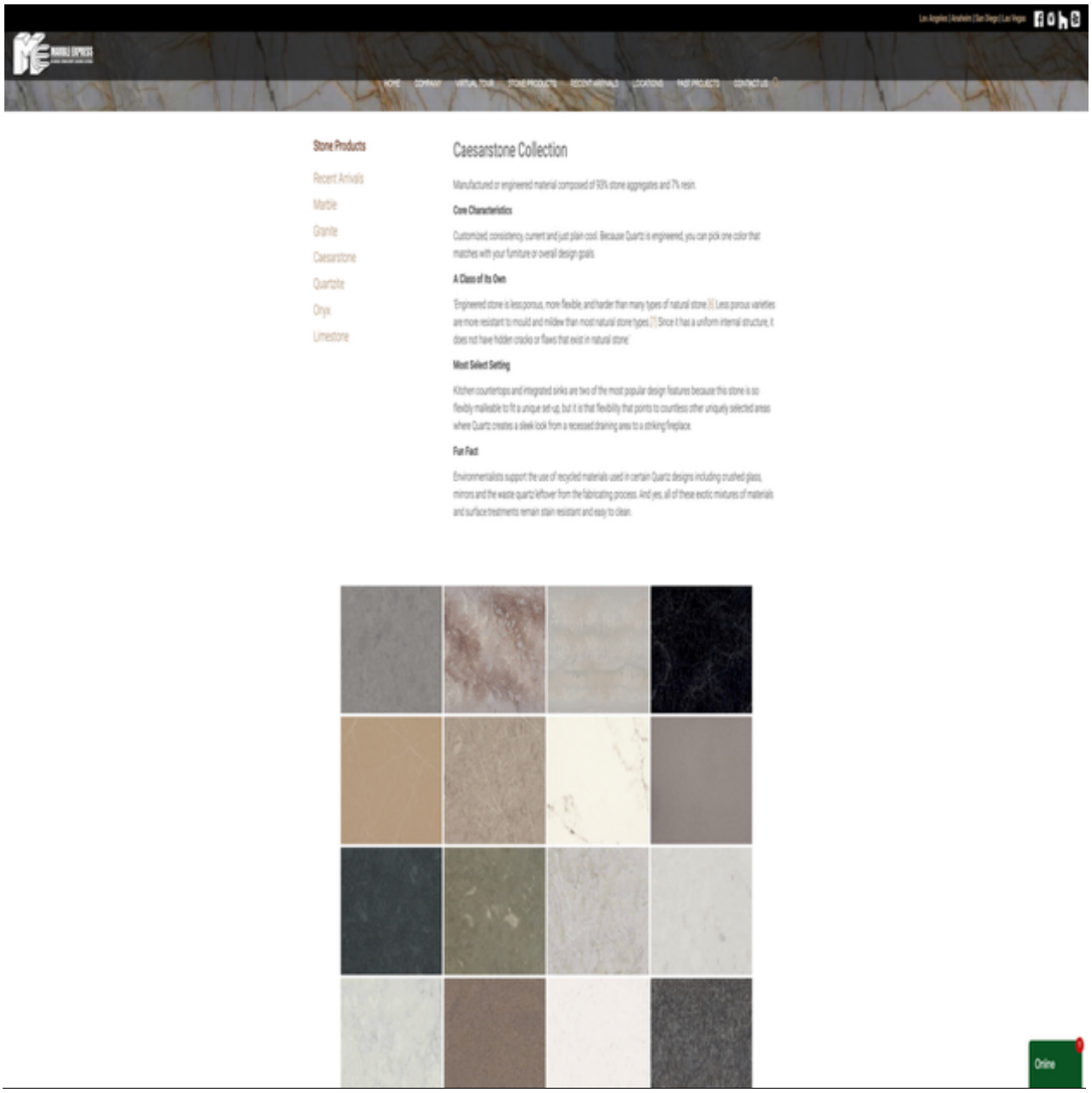
https://marbleexpress.com





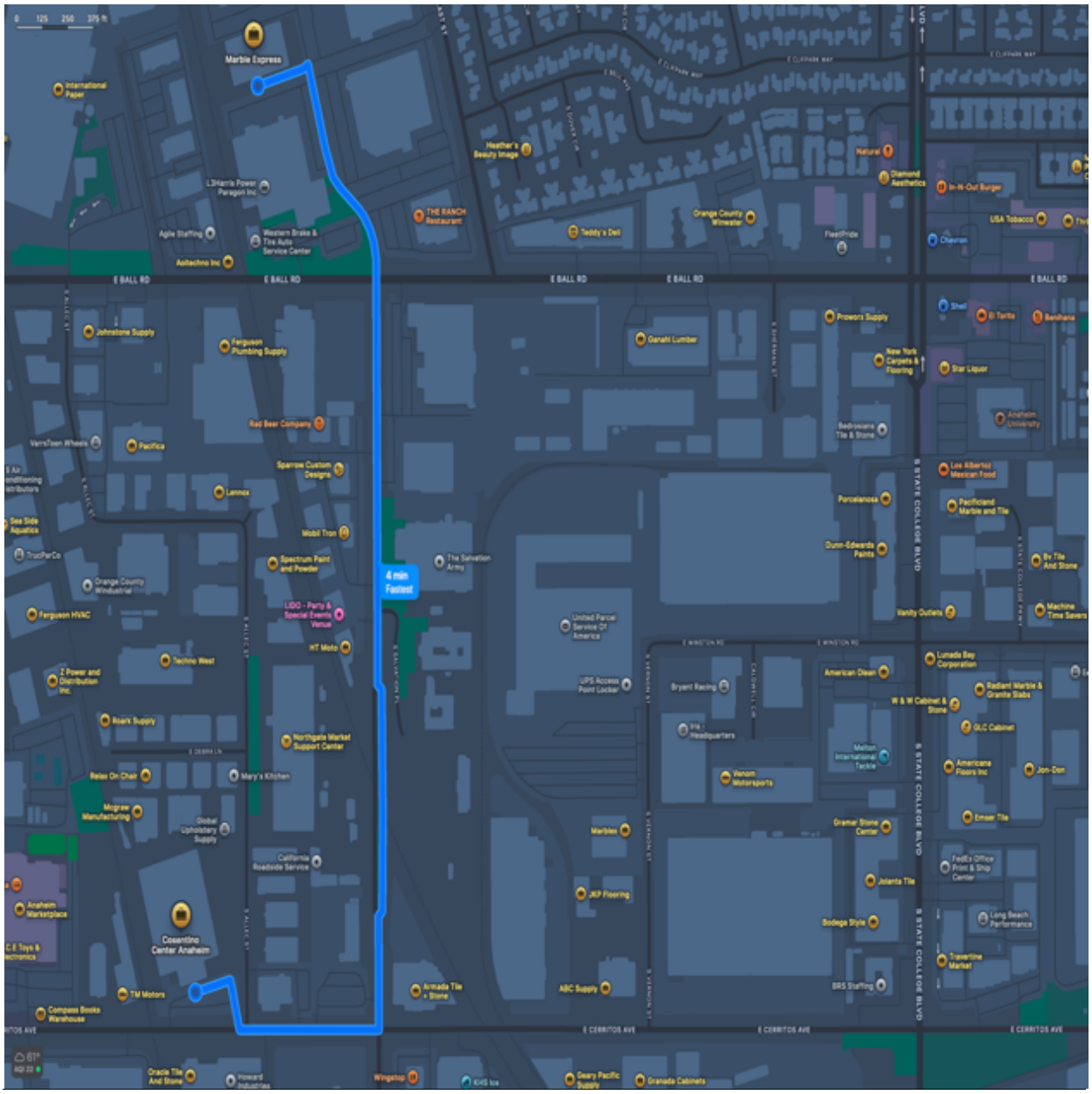
caesarstone
CAMBRIA
COSENTINO
DEKTON
ULTRACOMPACT SURFACES
vadara
QUARTZ SURFACES
pentalquartz
Viatera
QuartzMaster
polarstone
SILESTONE


Marble
Metamorphic rock that lays among the oldest part of the Earth's crust. Impurities in the marble are its prominently light colors.
LEARN MORE
Granite
Volcanic based material tends to be the most popular natural stone thanks to it's durability and sublime features.
LEARN MORE
Quartz
Customized, consistency, current and just plain cool. Because Quartz is engineered, you can pick one color that matches with your furniture or overall design goals.
LEARN MORE
Quartzite
Online

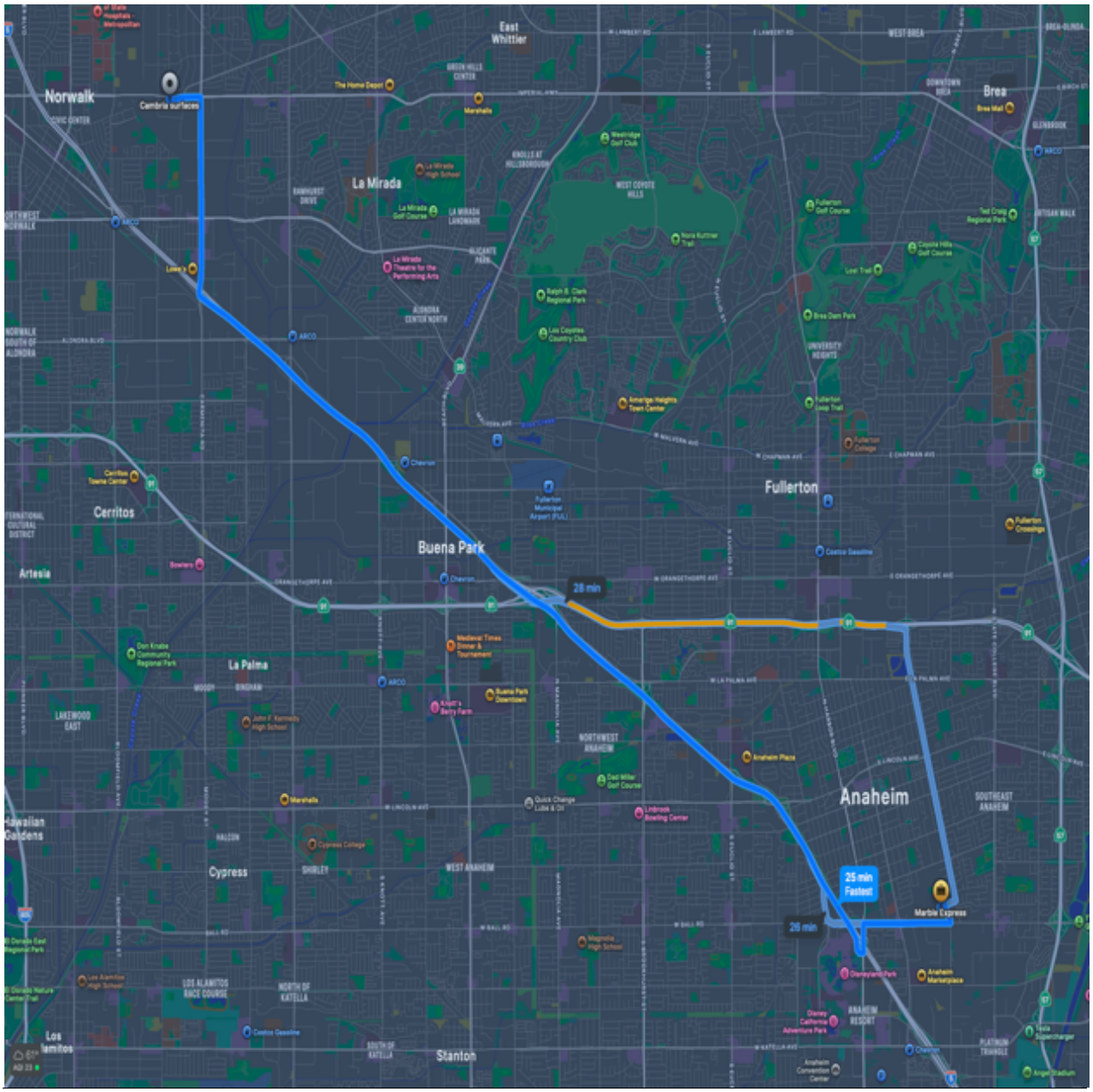

Los Angeles | Anaheim | San Diego | Las Vegas
HOME COMPANY VIRTUAL TOUR STONE PRODUCTS RECENT ARRIVALS LOCATIONS PAST PROJECTS CONTACT US
Stone Products
Recent Arrivals
Marble
Granite
Caesarstone
Quartzite
Onyx
Limestone
Caesarstone Collection
Manufactured or engineered material composed of 93% stone aggregates and 7% resin.
Core Characteristics
Customized, consistency, current and just plain cool. Because Quartz is engineered, you can pick one color that matches with your furniture or overall design goals.
A Class of Its Own
'Engineered stone is less porous, more flexible, and harder than many types of natural stone.[1] Less porous varieties are more resistant to mould and mildew than most natural stone types.[2] Since it has a uniform internal structure, it does not have hidden cracks or flaws that exist in natural stone'
Most Select Setting
Kitchen countertops and integrated sinks are two of the most popular design features because this stone is so flexibly malleable to fit a unique set-up, but it is that flexibility that points to countless other uniquely selected areas where Quartz creates a sleek look from a recessed draining area to a striking fireplace.
Fun Fact
Environmentalists support the use of recycled materials used in certain Quartz designs including crushed glass, mirrors and the waste quartz leftover from the fabricating process. And yes, all of these exotic mixtures of materials and surface treatments remain stain resistant and easy to clean.
Online


Visit our Showrooms
Hours of Operations: M-F 8:00 AM - 5:00 PM | SAT: 10:00 AM - 2:00 PM
Los Angeles
15747 Strathern St
Van Nuys, CA 91406
Phone: 818/989.1261
Fax. 818/989.5127
Anaheim
931 E. Ball Road
Anaheim, California
92805
Tel. 714/808.9771
San Diego
8485 Production Ave, San
Diego, CA 92121
Tel. 858/653.5971
Fax. 858/653.5973
Las Vegas
3925 W Sunset Road
Las Vegas, Nevada
89118
Phone: 702-294-1037
Fax. 714/908.9787
Come visit us.
THE MARBLE EXPERIENCE
CONTACT US
MENU
Online

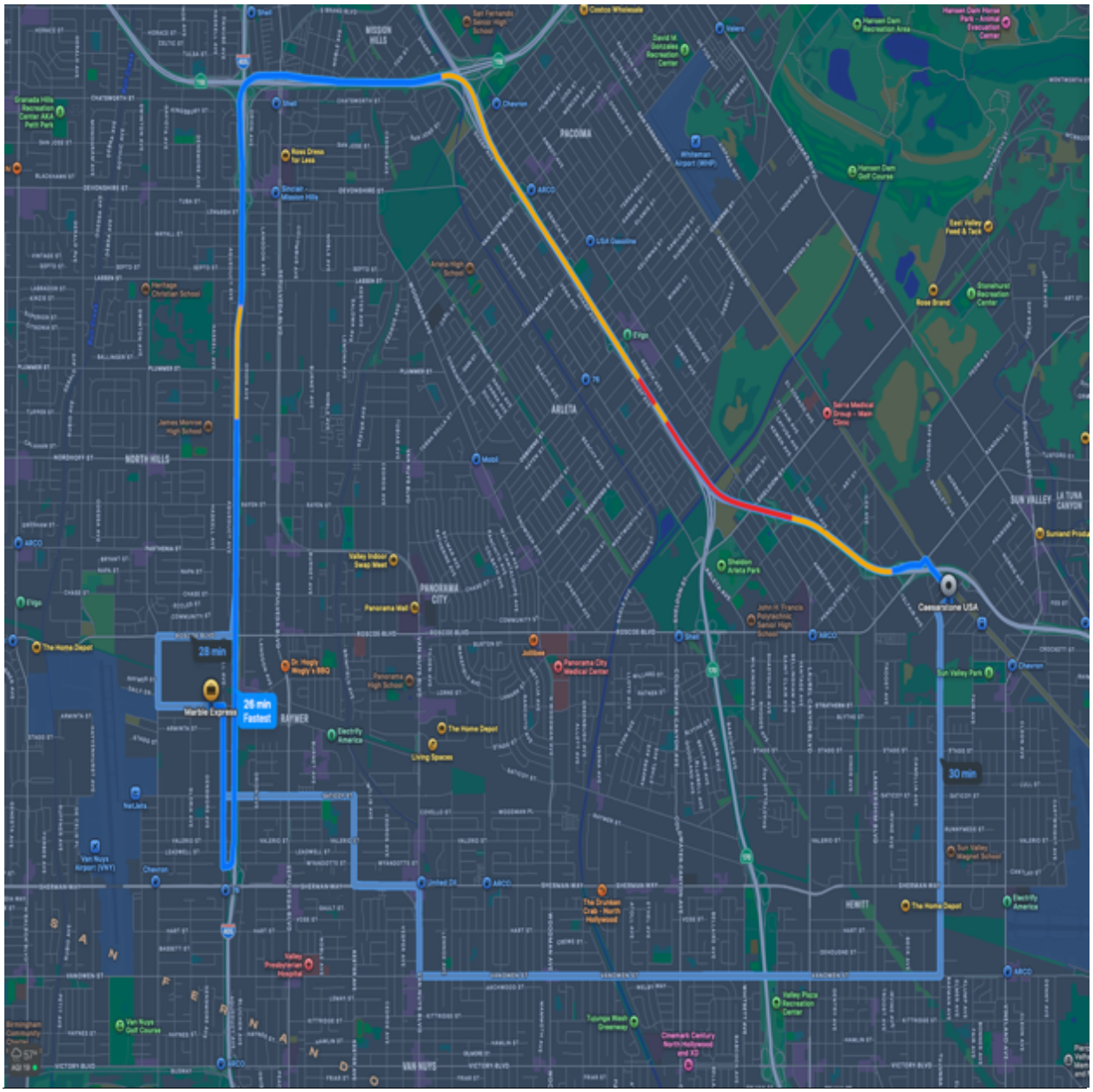
Driving distance from Marble Express to the Cosentino distribution center in Anaheim, California.



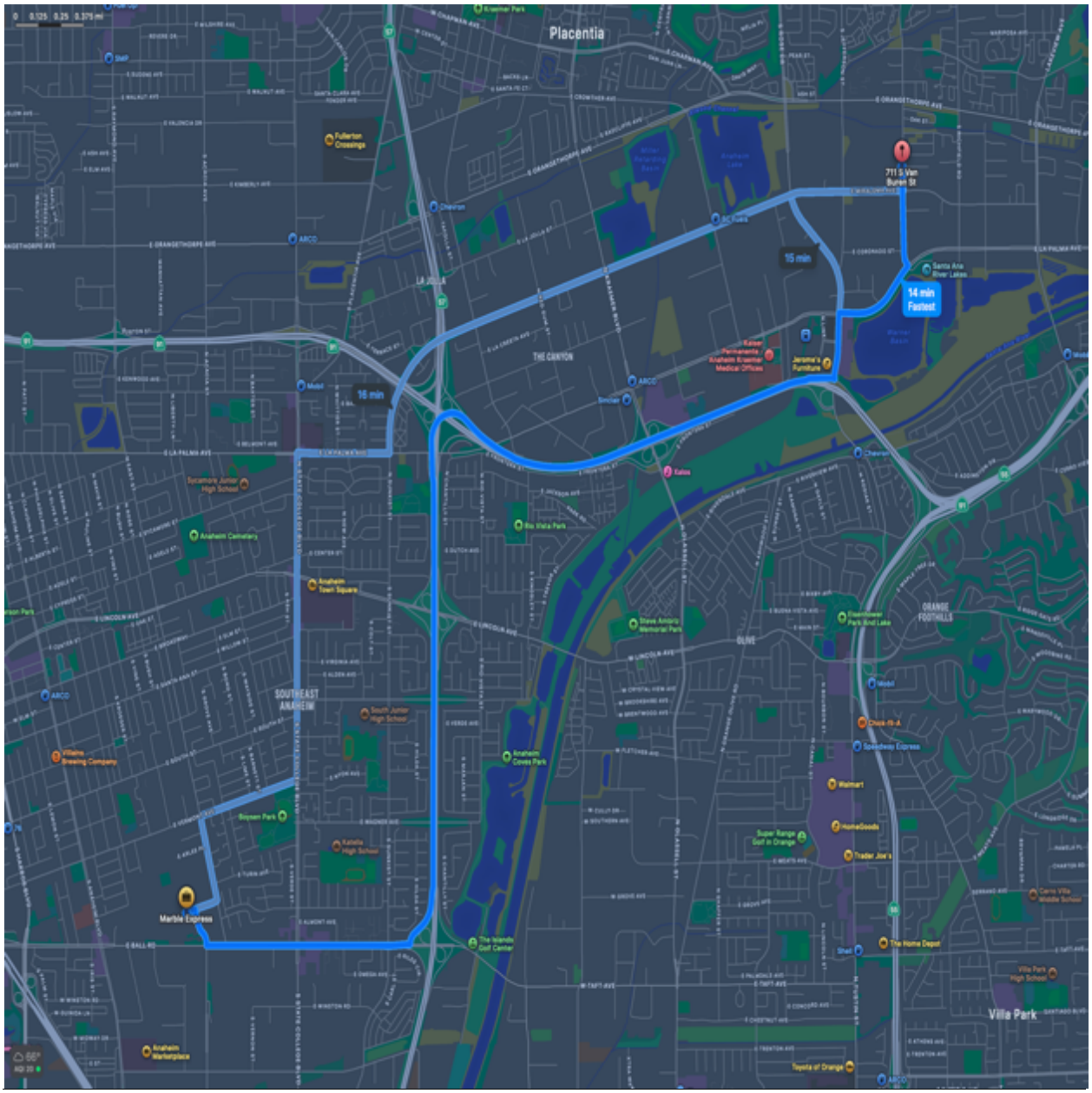
Driving distance from Marble Express to the Cambria distribution center in Norwalk, California.



Driving distance from Marble Express to the Caesarstone distribution center in Sun Valley, California.

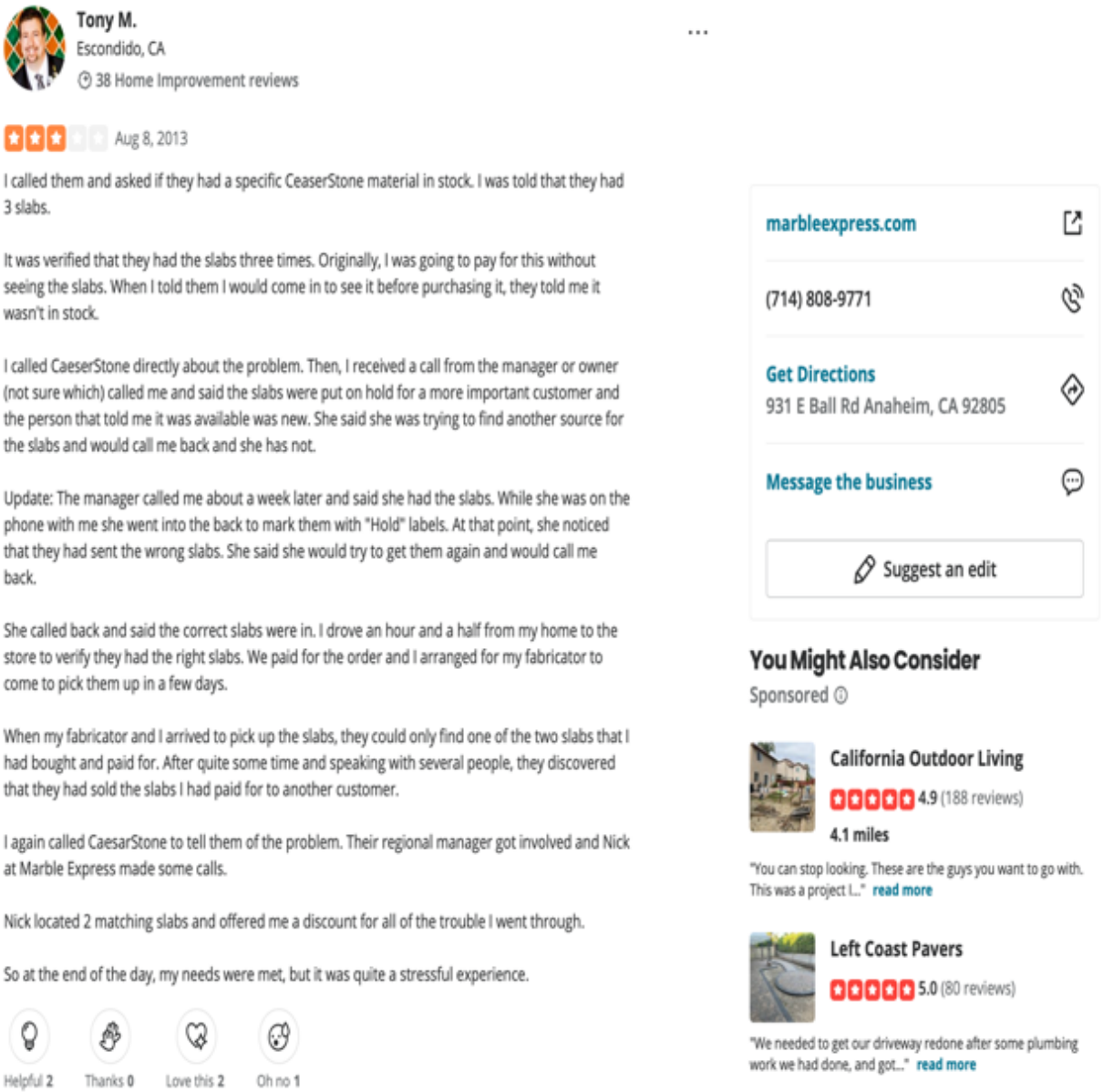


Driving distance from Marble Express to the LG Hausys center in Placentia, California.



Screenshots of Yelp reviews from homeowners who purchased quartz slabs directly from the third-party distributor, Marble Express. Both Tony M. and Devin L. bought Caesarstone slabs through this distributor. Tony M.'s review suggests that the slabs were specially ordered from Caesarstone to fulfill his request. He also mentions that when issues arose, he contacted Caesarstone directly for assistance, indicating that Caesarstone was fully aware that Marble Express was supplying quartz slabs directly to homeowners.

https://www.yelp.com/biz/marble-express-anaheim?osq=Marble+Express



Tony M.
Escondido, CA
38 Home Improvement reviews

Aug 8, 2013

I called them and asked if they had a specific CeaserStone material in stock. I was told that they had 3 slabs.

It was verified that they had the slabs three times. Originally, I was going to pay for this without seeing the slabs. When I told them I would come in to see it before purchasing it, they told me it wasn't in stock.

I called CaeserStone directly about the problem. Then, I received a call from the manager or owner (not sure which) called me and said the slabs were put on hold for a more important customer and the person that told me it was available was new. She said she was trying to find another source for the slabs and would call me back and she has not.

Update: The manager called me about a week later and said she had the slabs. While she was on the phone with me she went into the back to mark them with "Hold" labels. At that point, she noticed that they had sent the wrong slabs. She said she would try to get them again and would call me back.

She called back and said the correct slabs were in. I drove an hour and a half from my home to the store to verify they had the right slabs. We paid for the order and I arranged for my fabricator to come to pick them up in a few days.

When my fabricator and I arrived to pick up the slabs, they could only find one of the two slabs that I had bought and paid for. After quite some time and speaking with several people, they discovered that they had sold the slabs I had paid for to another customer.

I again called CaesarStone to tell them of the problem. Their regional manager got involved and Nick at Marble Express made some calls.

Nick located 2 matching slabs and offered me a discount for all of the trouble I went through.

So at the end of the day, my needs were met, but it was quite a stressful experience.

Helpful 2 Thanks 0 Love this 2 Oh no 1

marbleexpress.com

(714) 808-9771

Get Directions
931 E Ball Rd Anaheim, CA 92805

Message the business

Suggest an edit

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Devin L.
Palm Springs, CA
3 Home Improvement reviews

Jun 5, 2025

They sold me a slab is an ugly black mark embedded in the quartz. Of course the slab went right to the fabricator so I didn't see the black mark until it ended up inside my house. It is the company's responsibility to quality control and inspect the products they are selling. But Marble Express only cares about what they can get away with, as long as they get your money they couldn't care less how the expensive countertops that you will look at every day turn out. All they did was send me the stone maker's contact info and turned the other way. It's greedy and disgusting.

Helpful **0** Thanks **0** Love this **0** Oh no **0**



Eyal S.
Business Owner

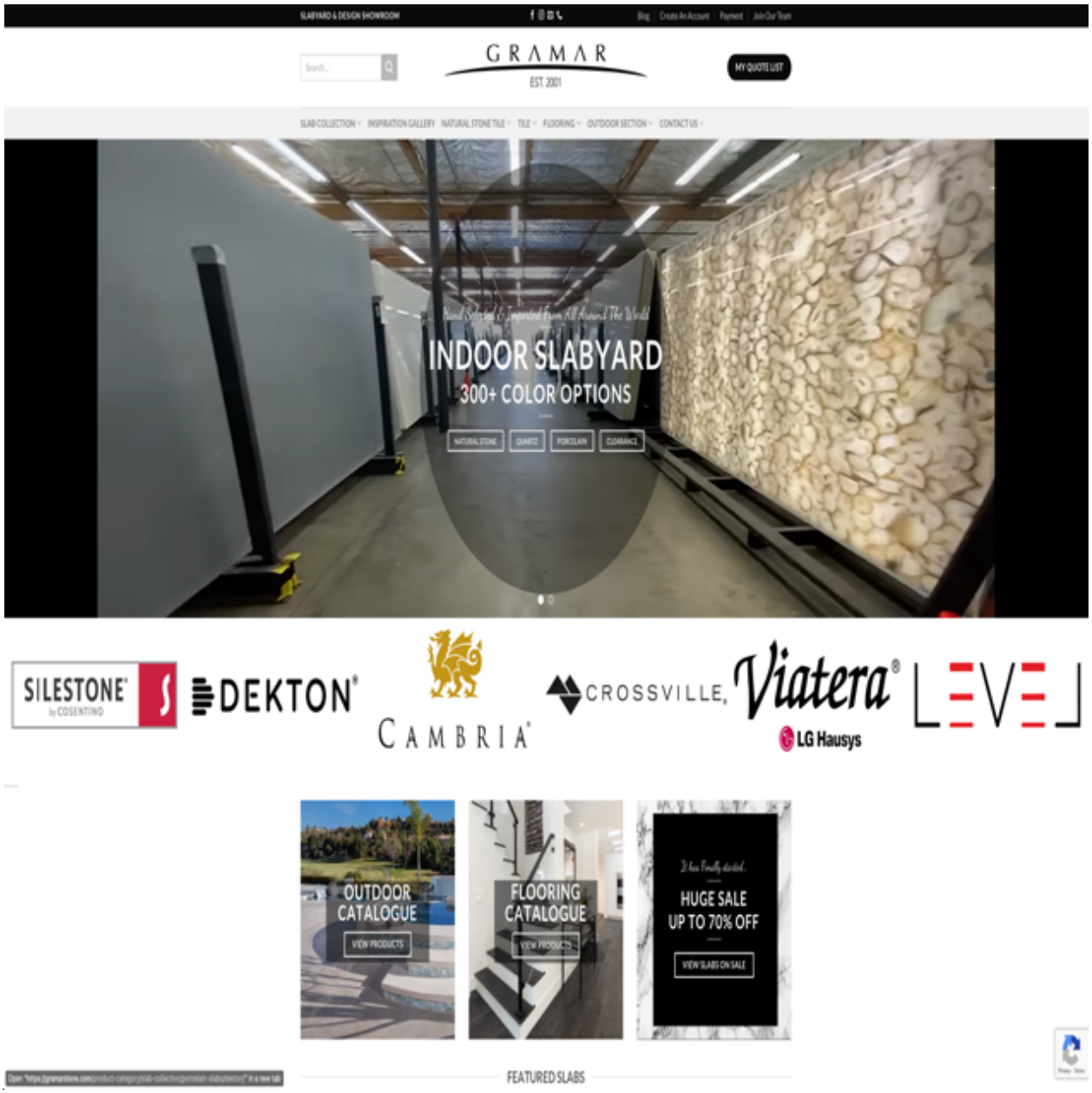
Jun 5, 2025

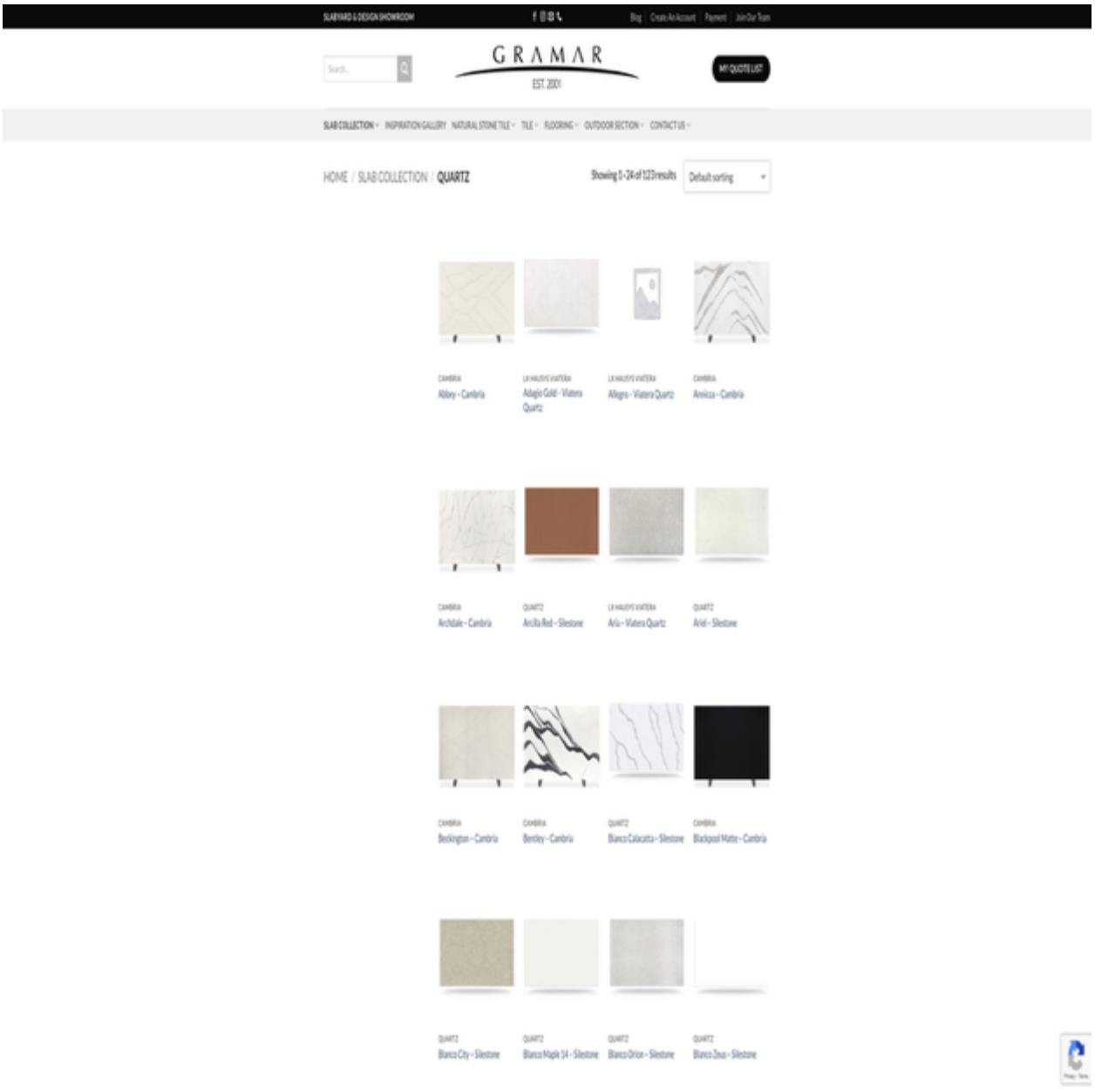
Devin- I am very sorry about your unfortunate experience regarding your installation after having to switch to three fabricators. We were hoping to hear back from you after we offered the documentation for you to fill out in order for Caesarstone to honor their warranty claim protocol. I will reach out to you privately to continue this discussion so that we can get some resolve to this matter as soon as possible.

Read less

Gramar's website prominently features the logos of the quartz manufacturers whose brands they offer to the public. Their showrooms feature samples and have slabs in-stock for immediate purchase.

https://www.gramarstone.com/?gad_source=1&gad_campaignid=1001761385&gbraid=0AAAADrX3f2KCJO18KEER_gXrJomNOBhS&gclid=Cj0KCQiAx8PKBhD1ARIsAKsmGbfBywJCGcCA17PbpV1rWcwDdG7zy7ZRLNkv-097pH_qENF2LPoqEM8aAn31EALw_wcB

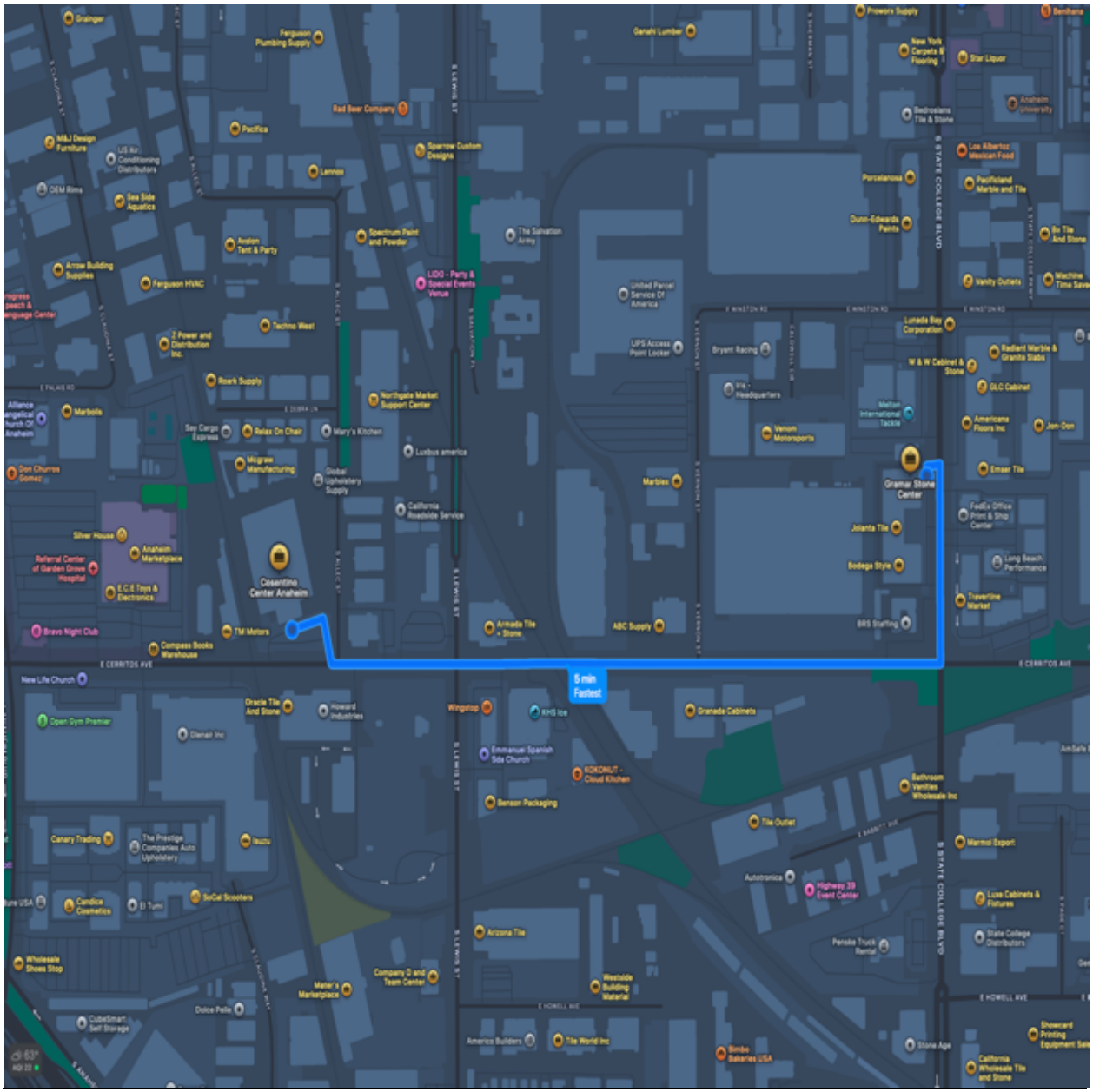



GRAMAR
EST. 2001
HOME / SLAB COLLECTION / QUARTZ
Showing 1–24 of 123 results
Default sorting
Abbey – Cambria
Adagio Gold – Vitero Quartz
Allegro – Vitero Quartz
Annicca – Cambria
Archdale – Cambria
Arcilla Red – Silestone
Aria – Vitero Quartz
Ariel – Silestone
Beckington – Cambria
Bentley – Cambria
Blanco Calacatta – Silestone
Blackpool Matte – Cambria
Blanco City – Silestone
Blanco Maple 14 – Silestone
Blanco Orion – Silestone
Blanco Zeus – Silestone

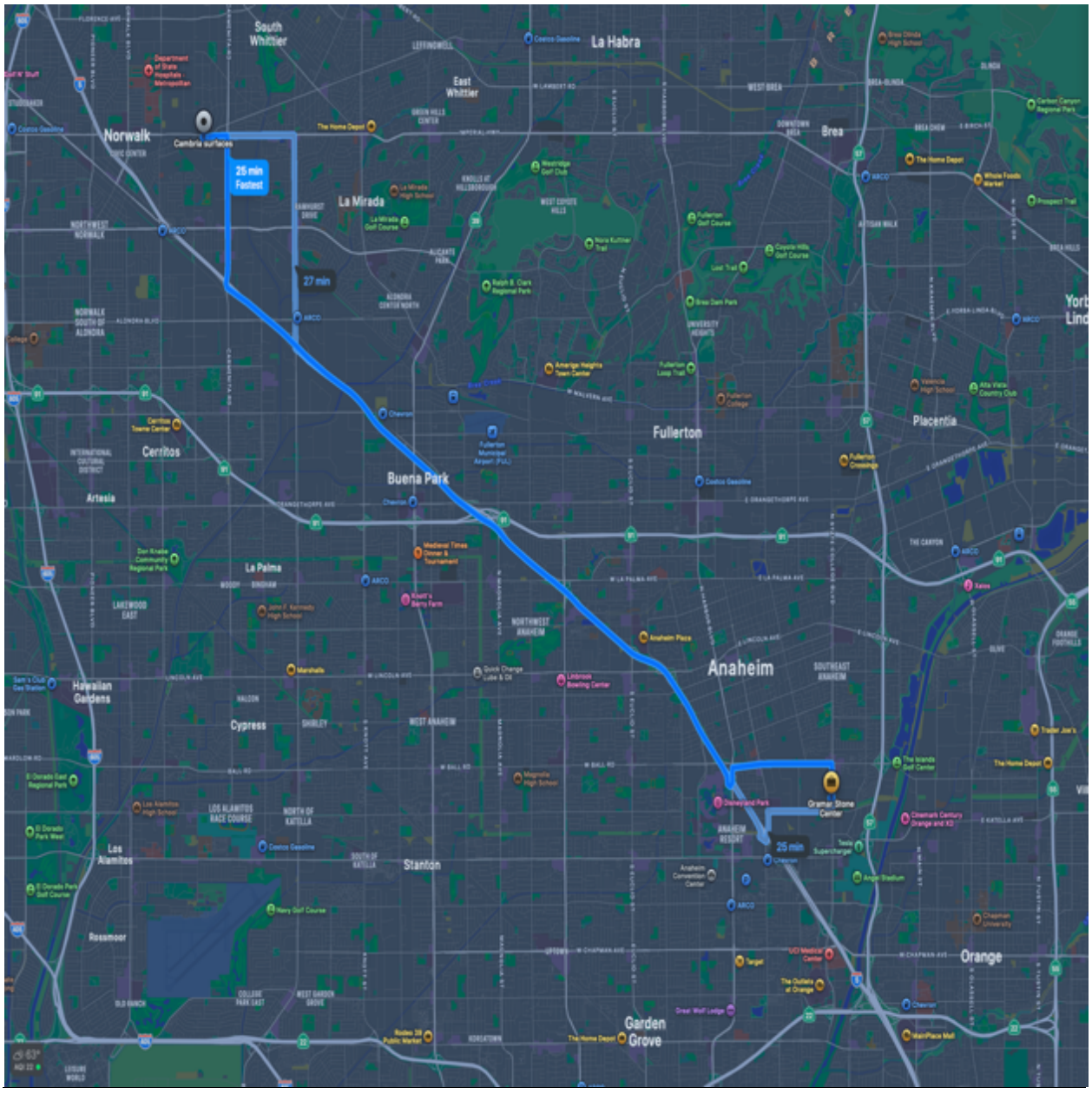


Gramar Stone Center on State College Blvd (tile mile) in Anaheim, CA displaying the quartz brands they offer to the public.

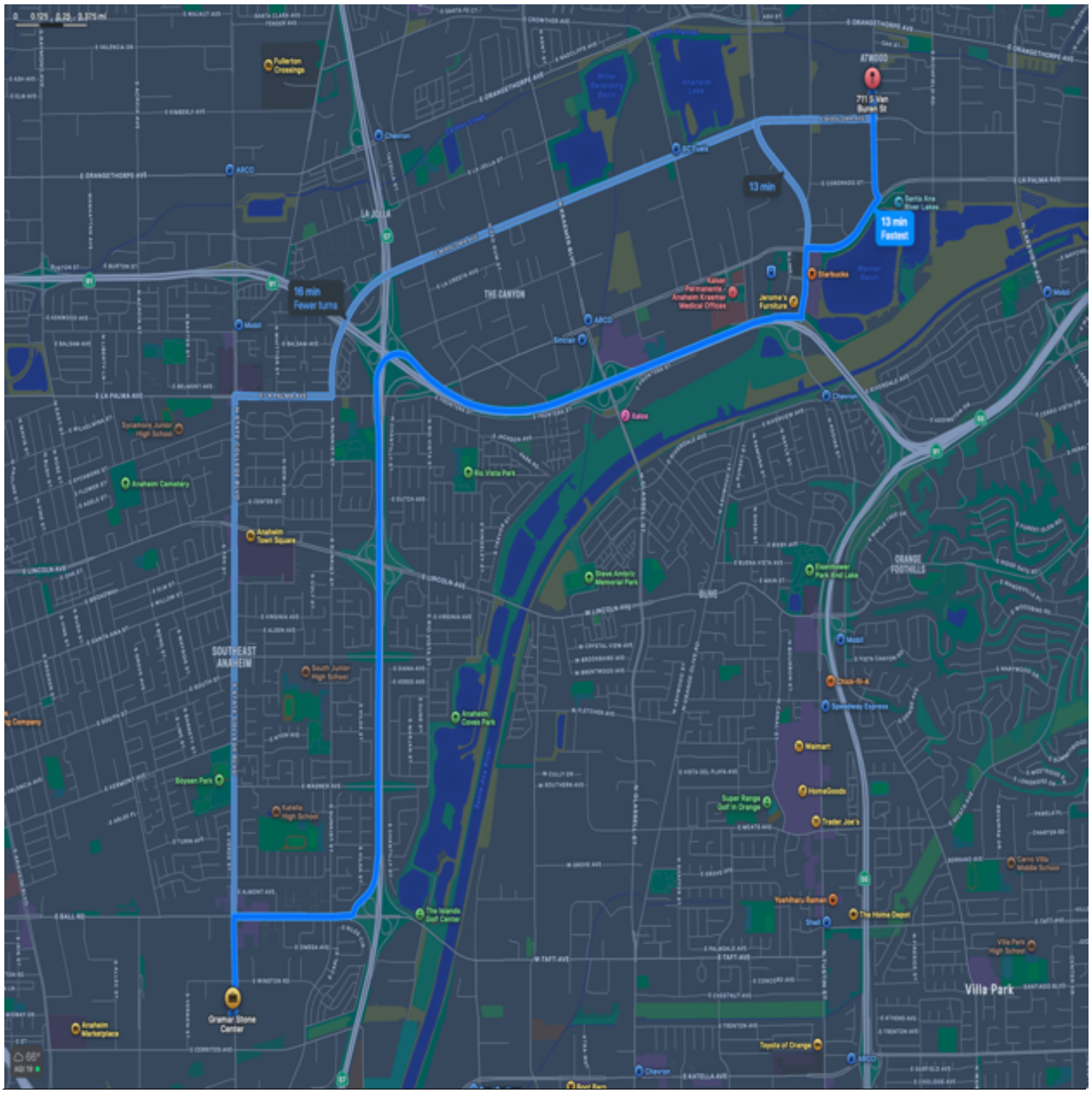
Driving distance from Gramar Stone center to the Cosentino distribution center in Anaheim, California.



Driving distance from Gramar Stone center to the Cambria distribution center in Norwalk, California.

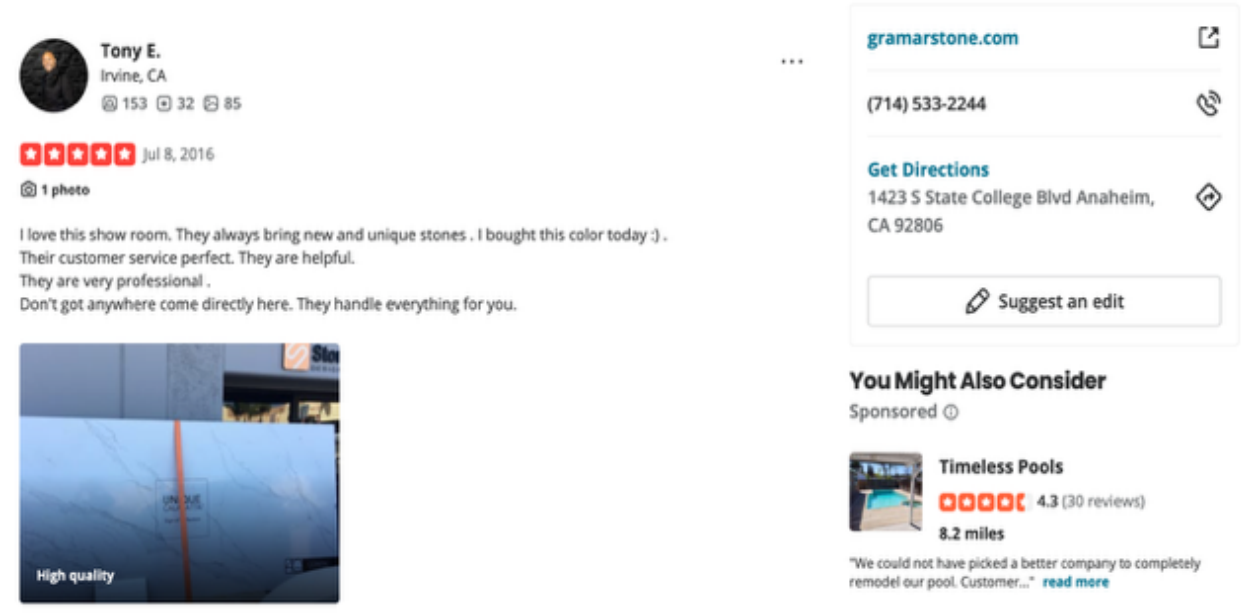


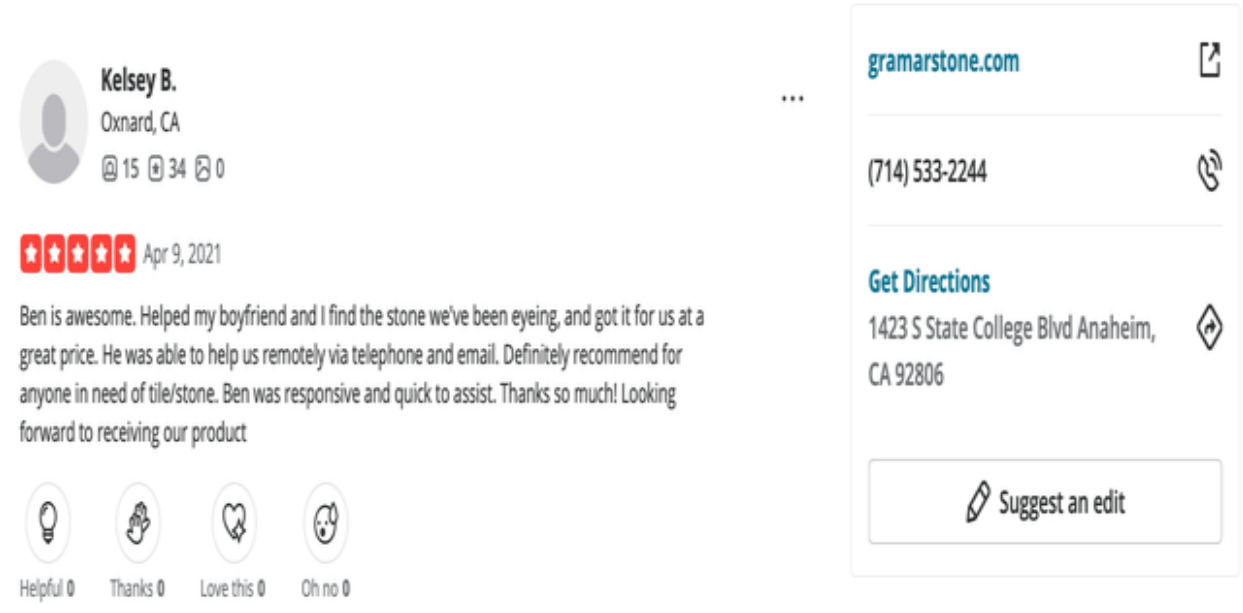
Driving distance from Gramar Stone center to the LG Hausys center in Placentia, California.



Screenshots of two Yelp reviews from homeowners who purchased quartz slabs directly from the third-party distributor, Gramar Stone Center.

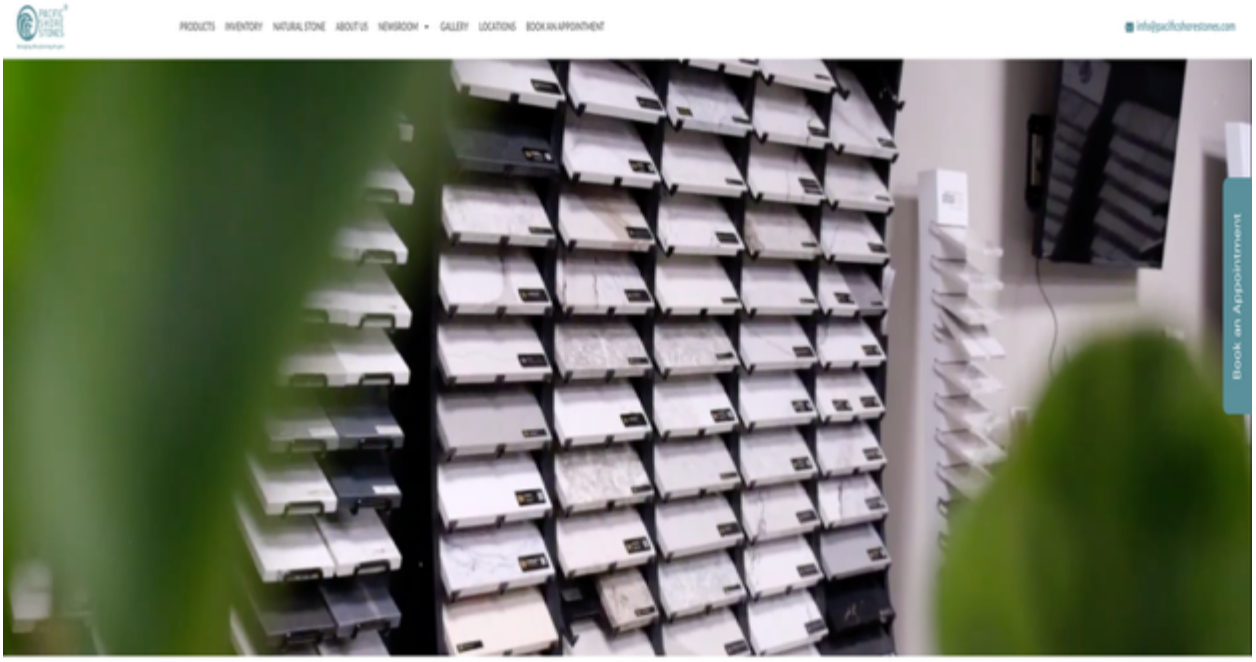
https://www.yelp.com/biz/gramar-stone-center-anaheim-2?osq=Gramar+Stone+Center

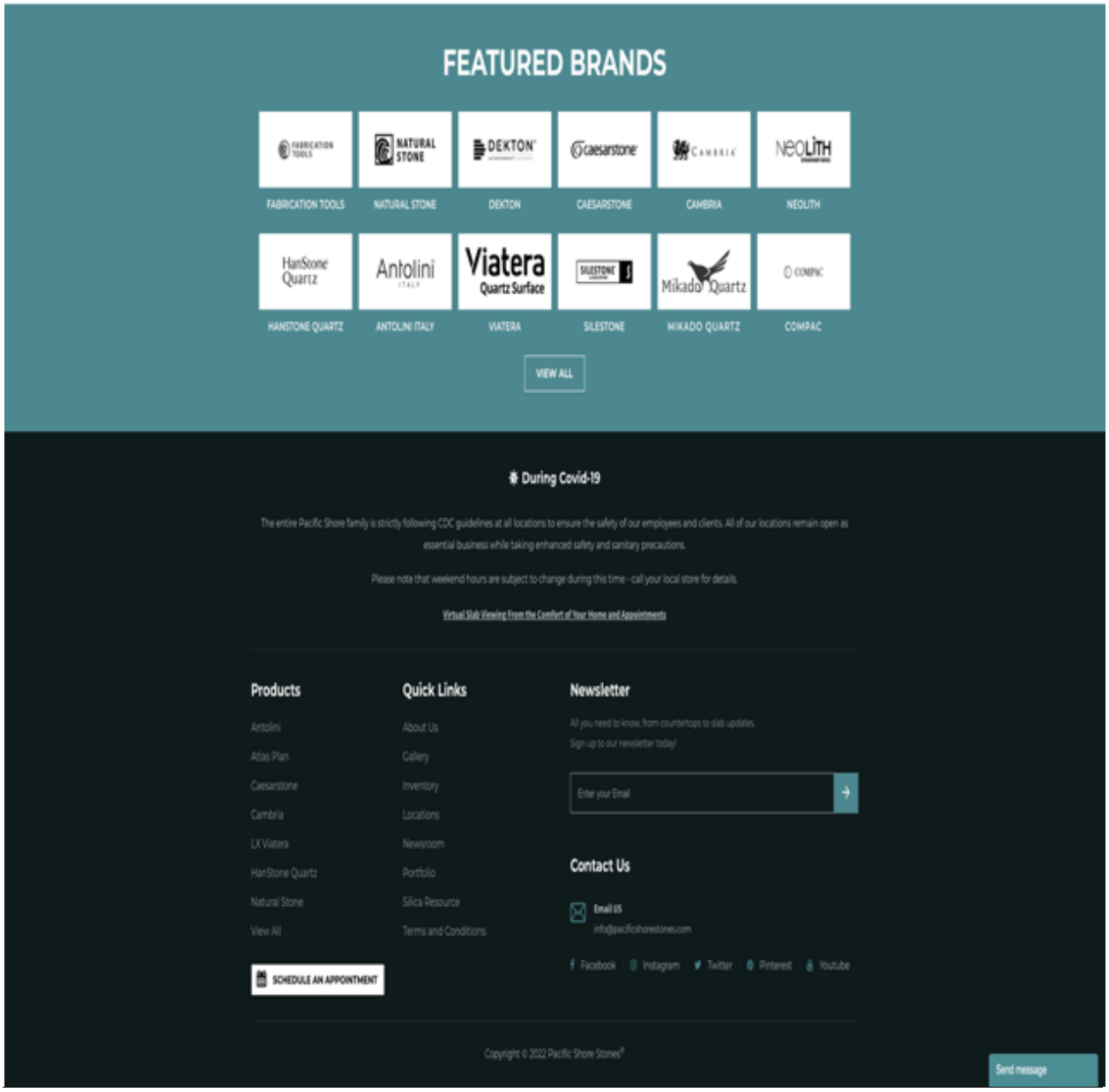




Pacific Shore Stone's website prominently displays the logos of quartz brands they offer to the public. Their showrooms feature samples as well as in-stock slabs available for immediate purchase across 18 locations in six states including California, Nevada, Arkansas, Oklahoma, Mississippi, and Texas.

https://pacificshorestones.com/locations/irvine-ca/




FEATURED BRANDS
FABRICATION TOOLS
NATURAL STONE
DEKTON
CAESARSTONE
CAMBRIA
NEOLITH
HANSTONE QUARTZ
ANTOLINI ITALY
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SILESTONE
MIKADO QUARTZ
COMPAC
VIEW ALL
During Covid-19
The entire Pacific Shore family is strictly following CDC guidelines at all locations to ensure the safety of our employees and clients. All of our locations remain open as essential business while taking enhanced safety and sanitary precautions.
Please note that weekend hours are subject to change during this time - call your local store for details.
Virtual Slab Viewing From the Comfort of Your Home and Appointments
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Caesarstone
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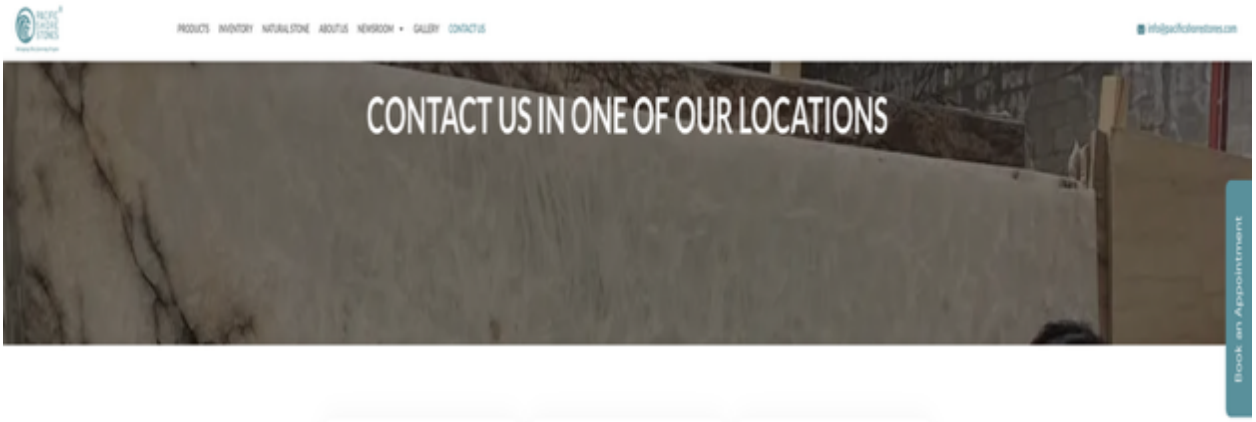



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1853 E McKinley Ave., Fresno CA 93701

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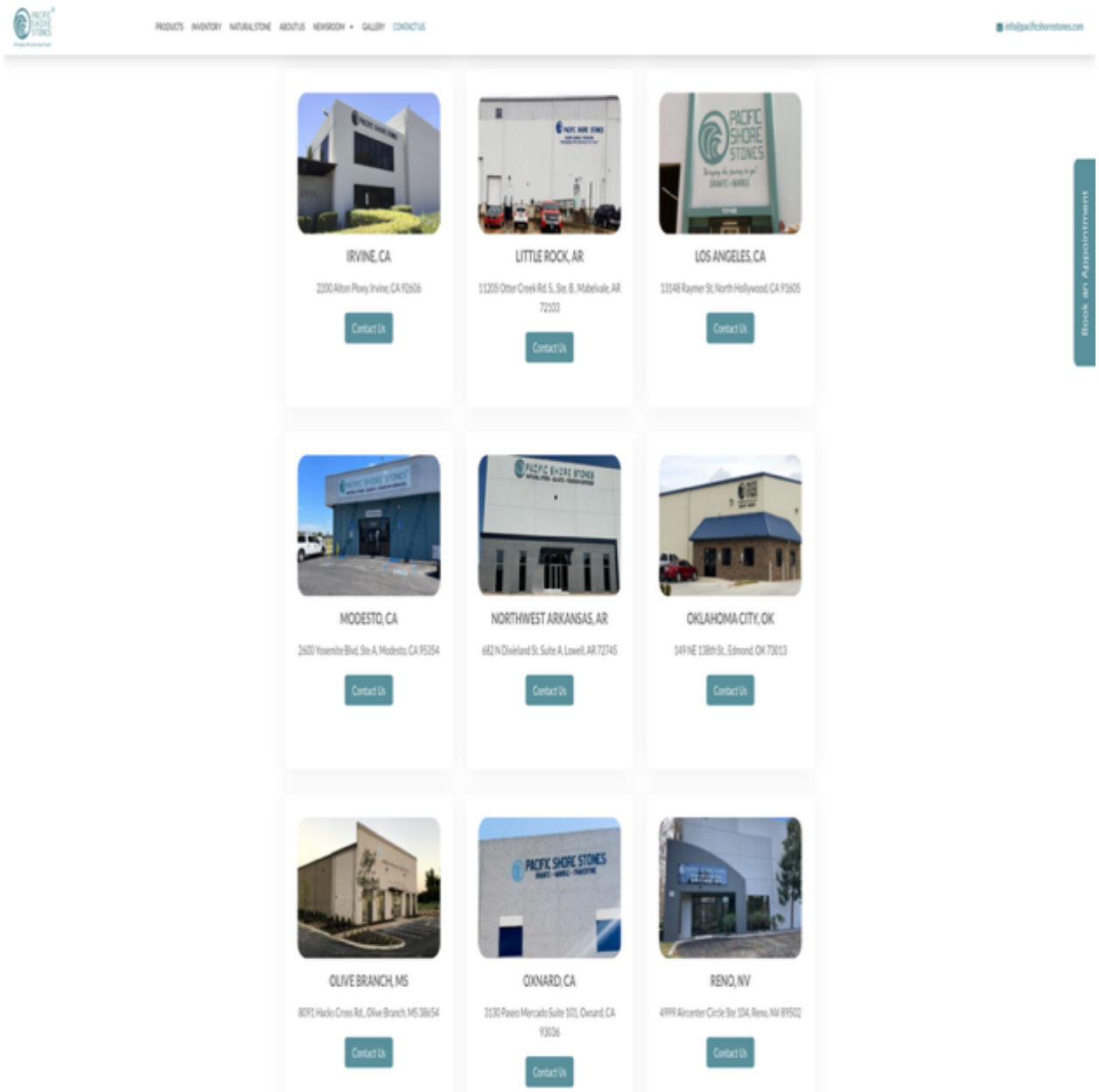
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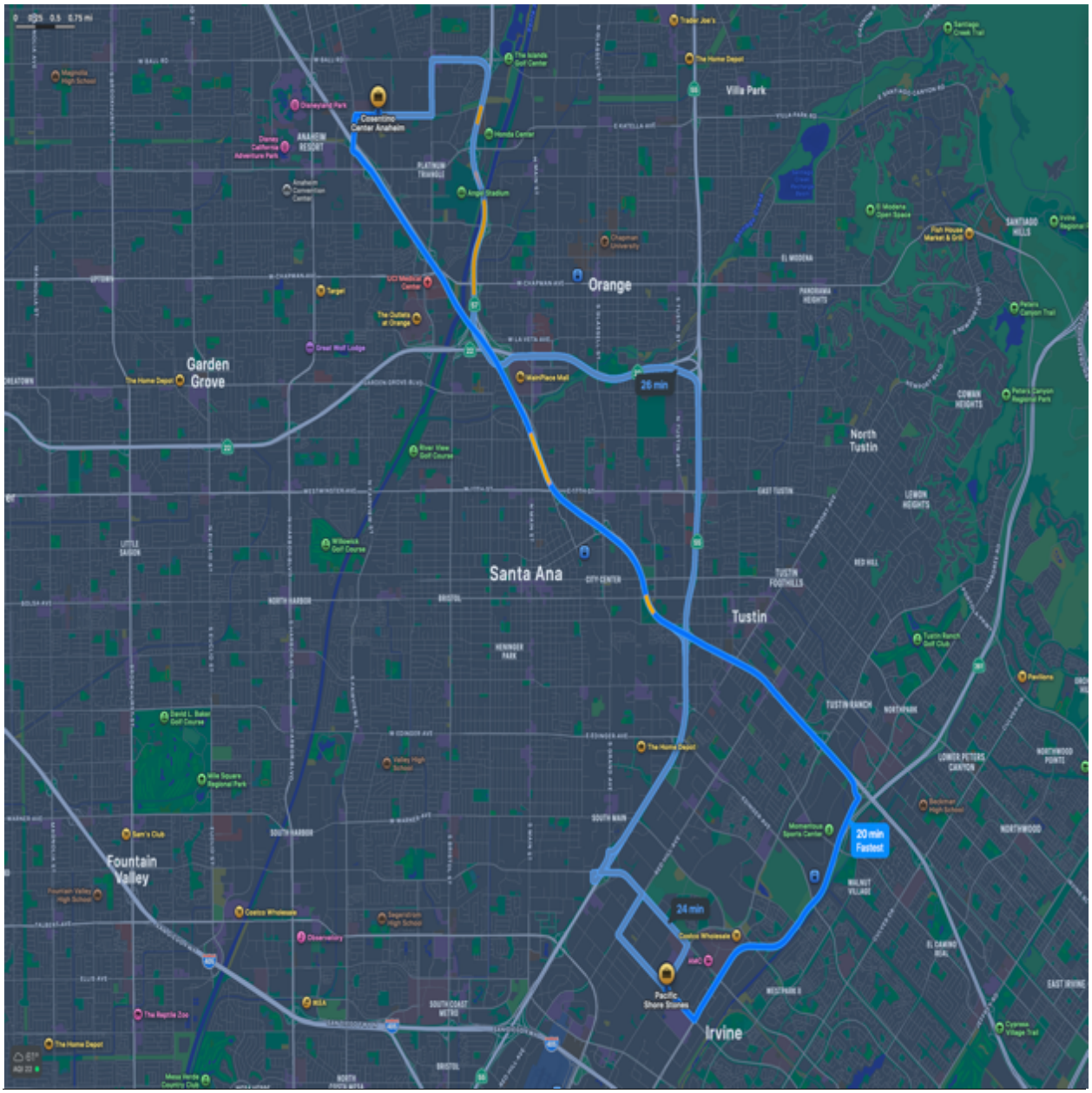
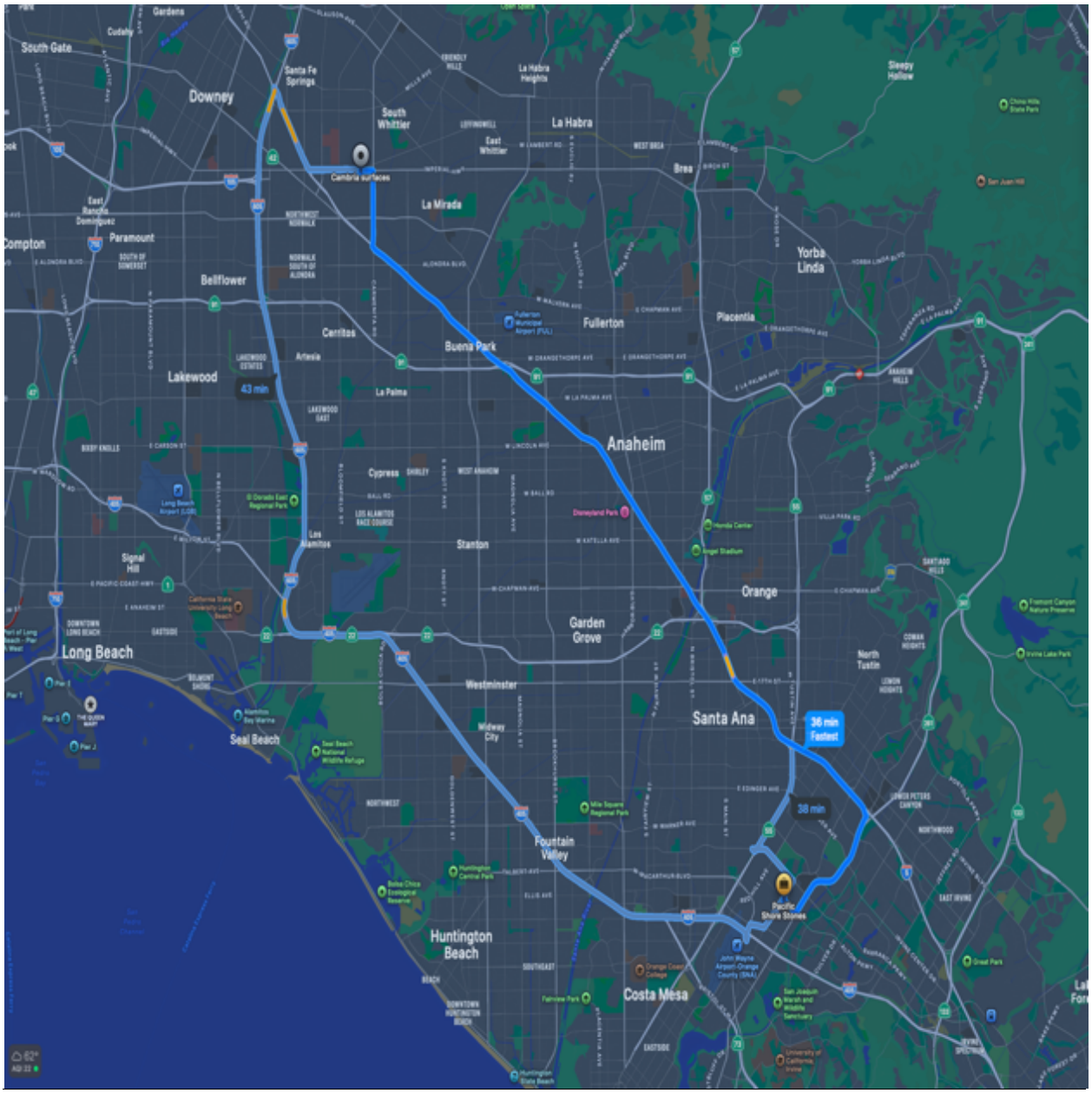
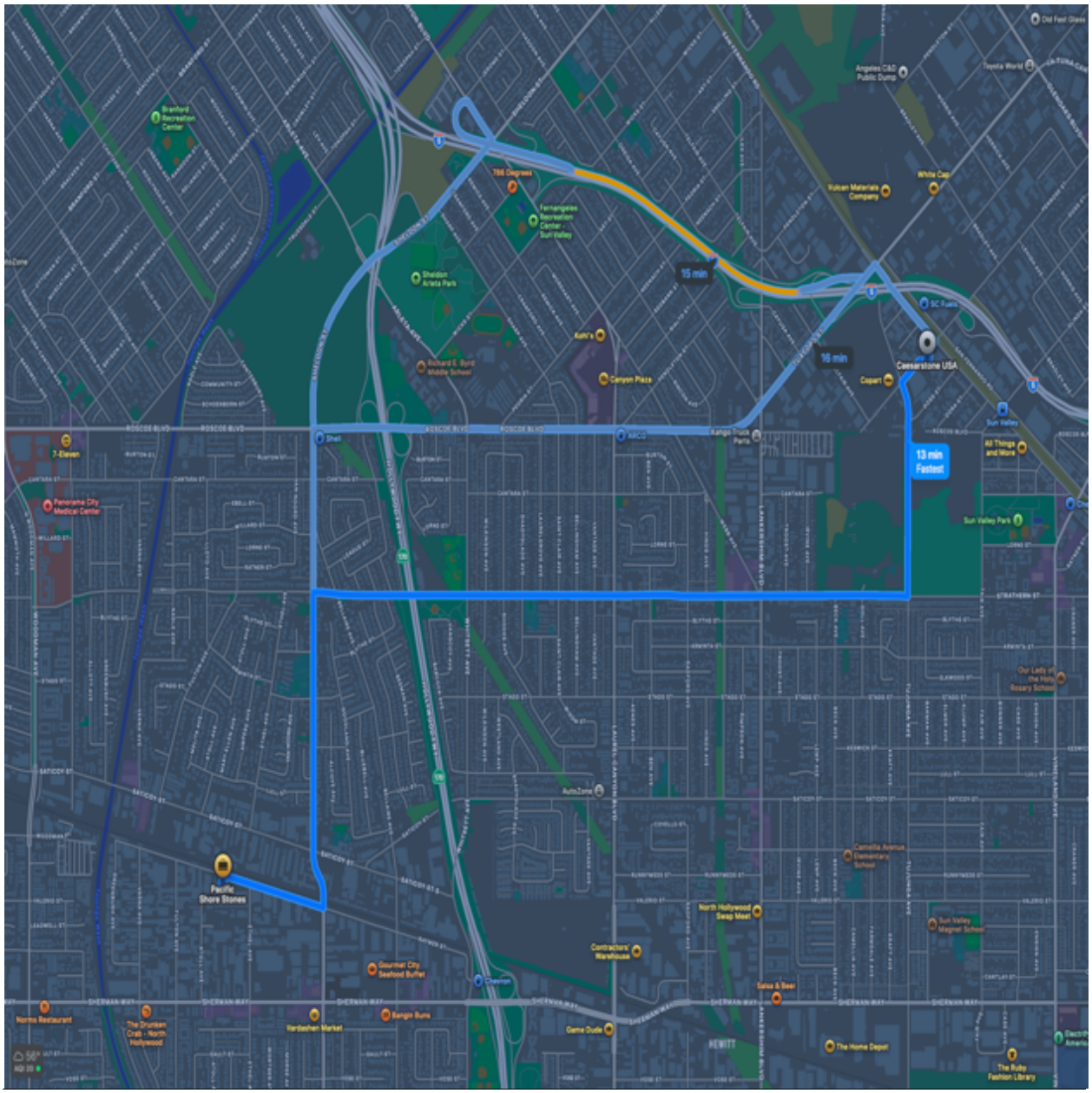
Driving distance from Pacific Shore Stone to the Cosentino distribution center in Anaheim, California.



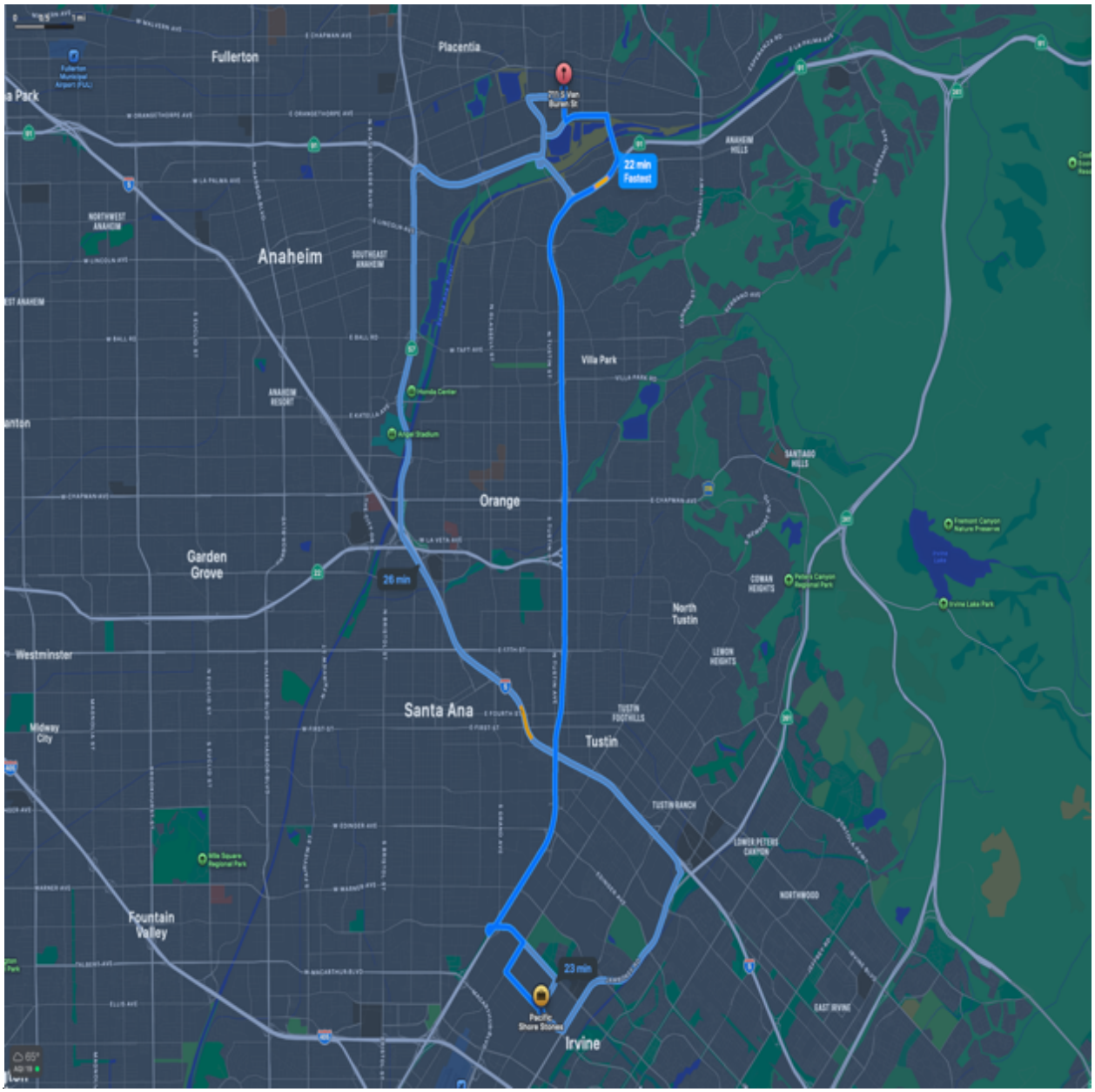
Driving distance from Pacific Shore Stone to the Cambria distribution center in Norwalk, California.



Driving distance from Pacific Shore Stone to the Caesarstone distribution center in Sun Valley, California.

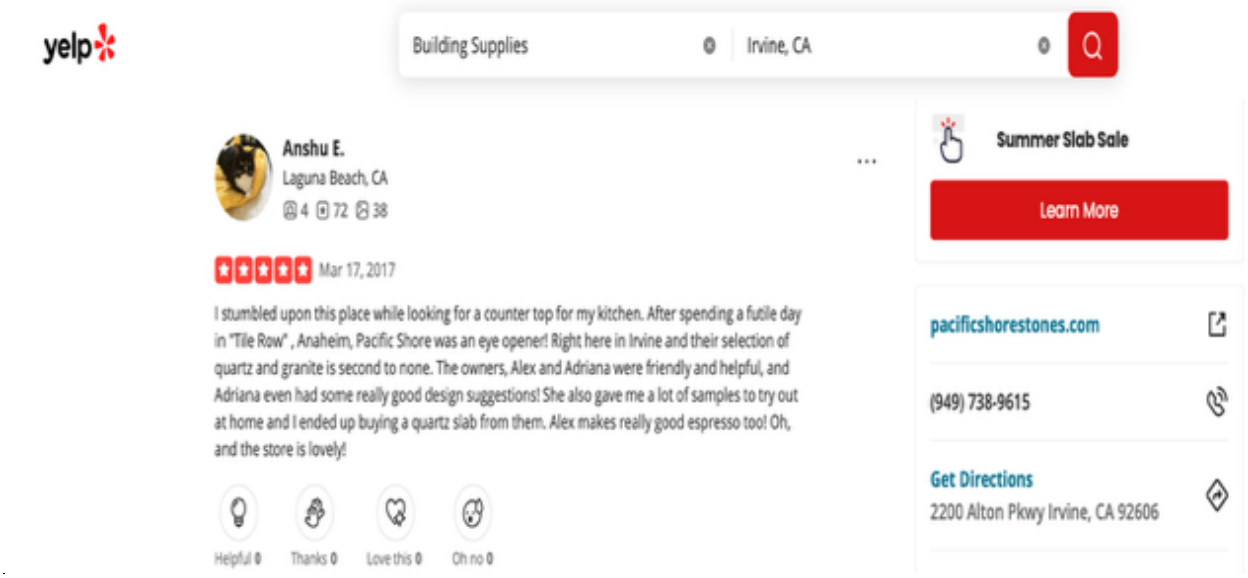


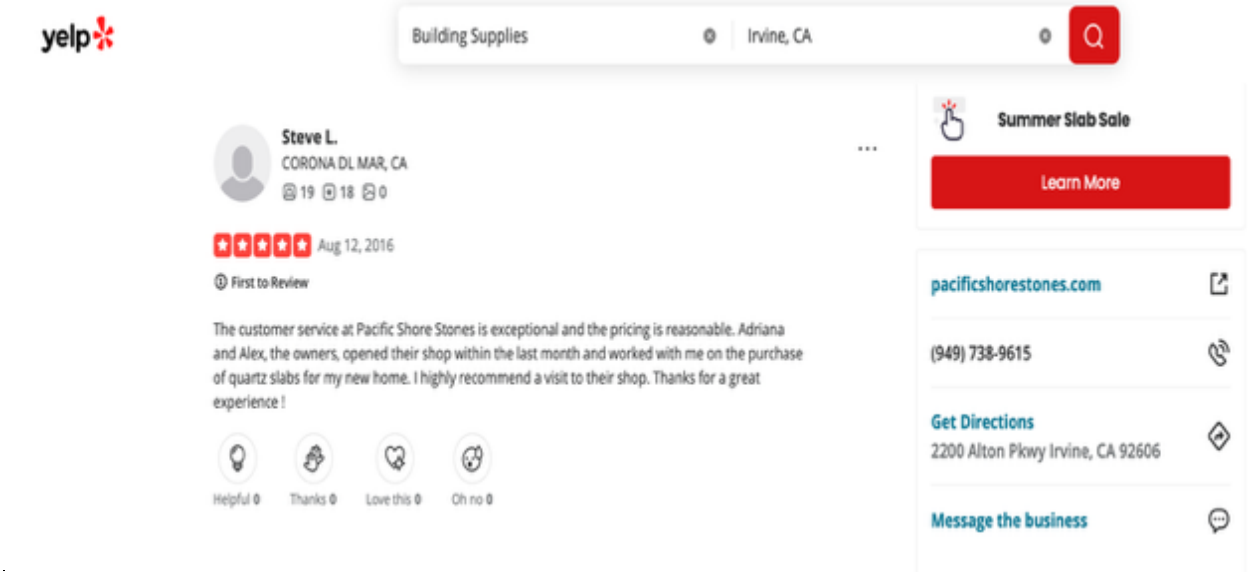
Driving distance from Pacific Shore Stone to the LG Hausys center in Placentia, California.



Included are two screenshots of Yelp reviews from homeowners who purchased quartz slabs directly from the third-party distributor, Pacific Shore Stone, and worked directly with the company's owners.

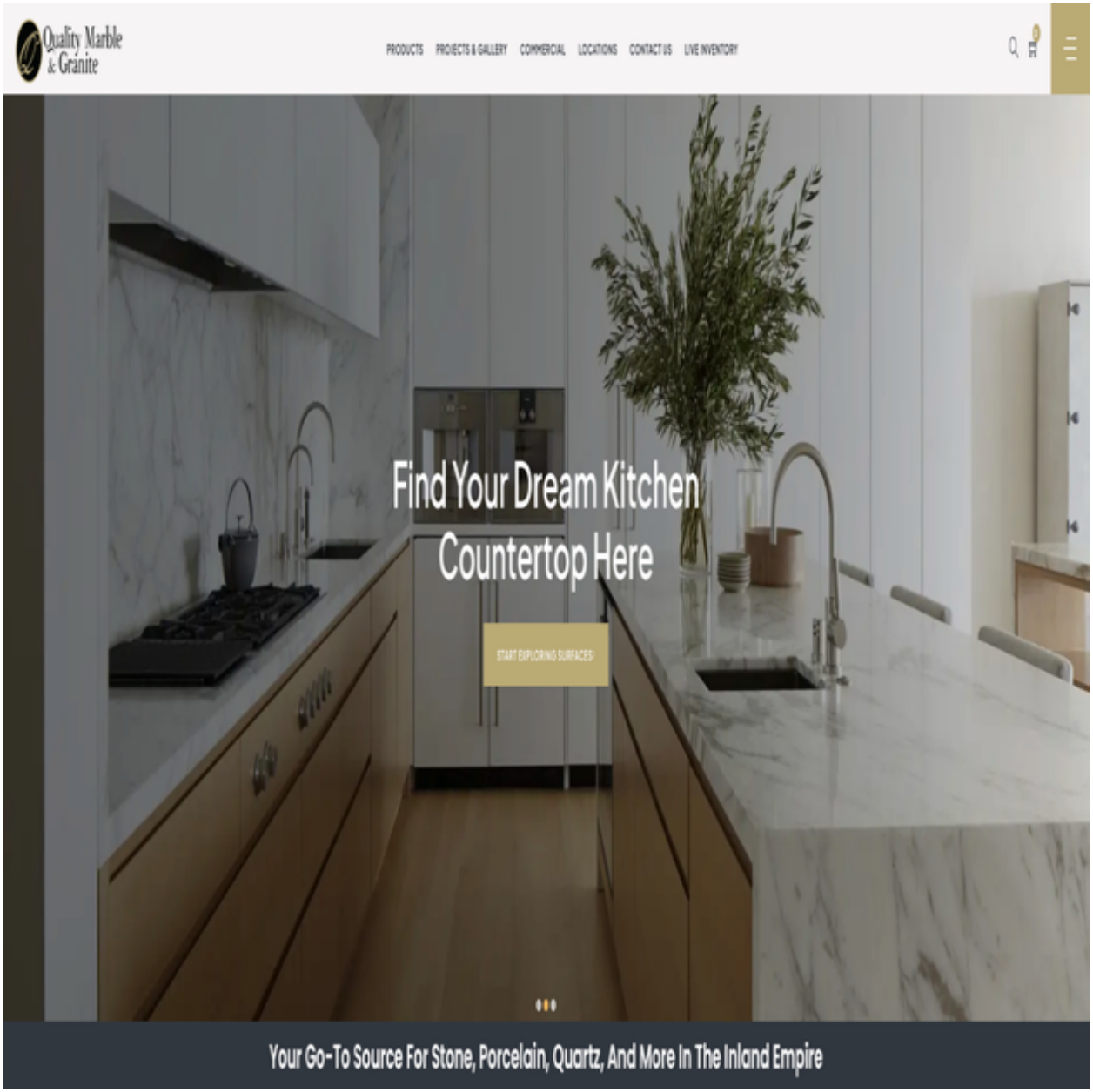
https://www.yelp.com/biz/pacific-shore-stones-irvine





Quality Marble & Granites website prominently displays the logos of quartz brands they offer to the public. Their showrooms feature samples as well as in-stock slabs and pre-fabs available for immediate purchase across 2 locations including Ontario California, and Bullhead City Arizona.

https://qmgglobal.com

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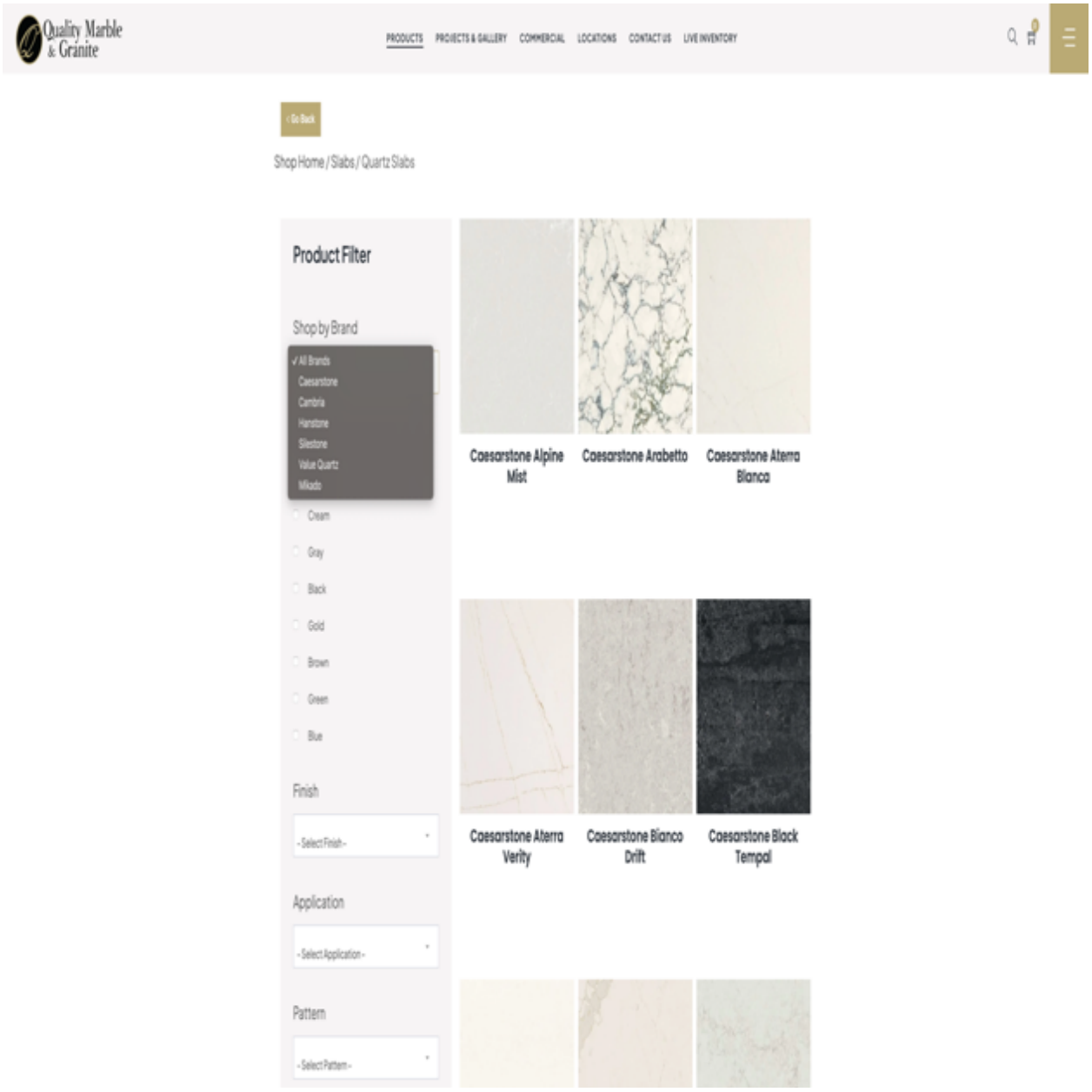
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Caesarstone Alpine Mist
Caesarstone Arabetto
Caesarstone Aterra Bianca
Caesarstone Aterra Verity
Caesarstone Bianco Drift
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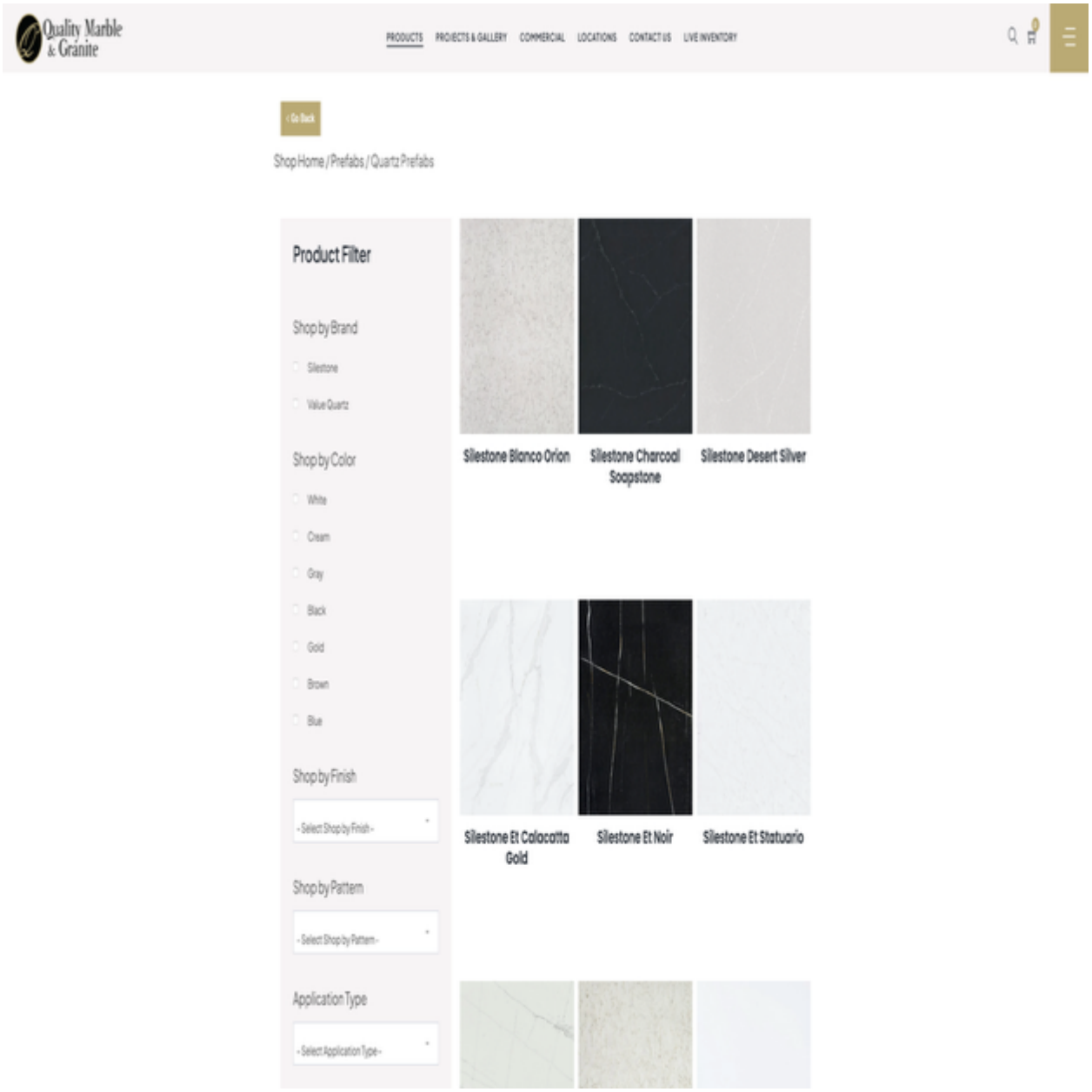
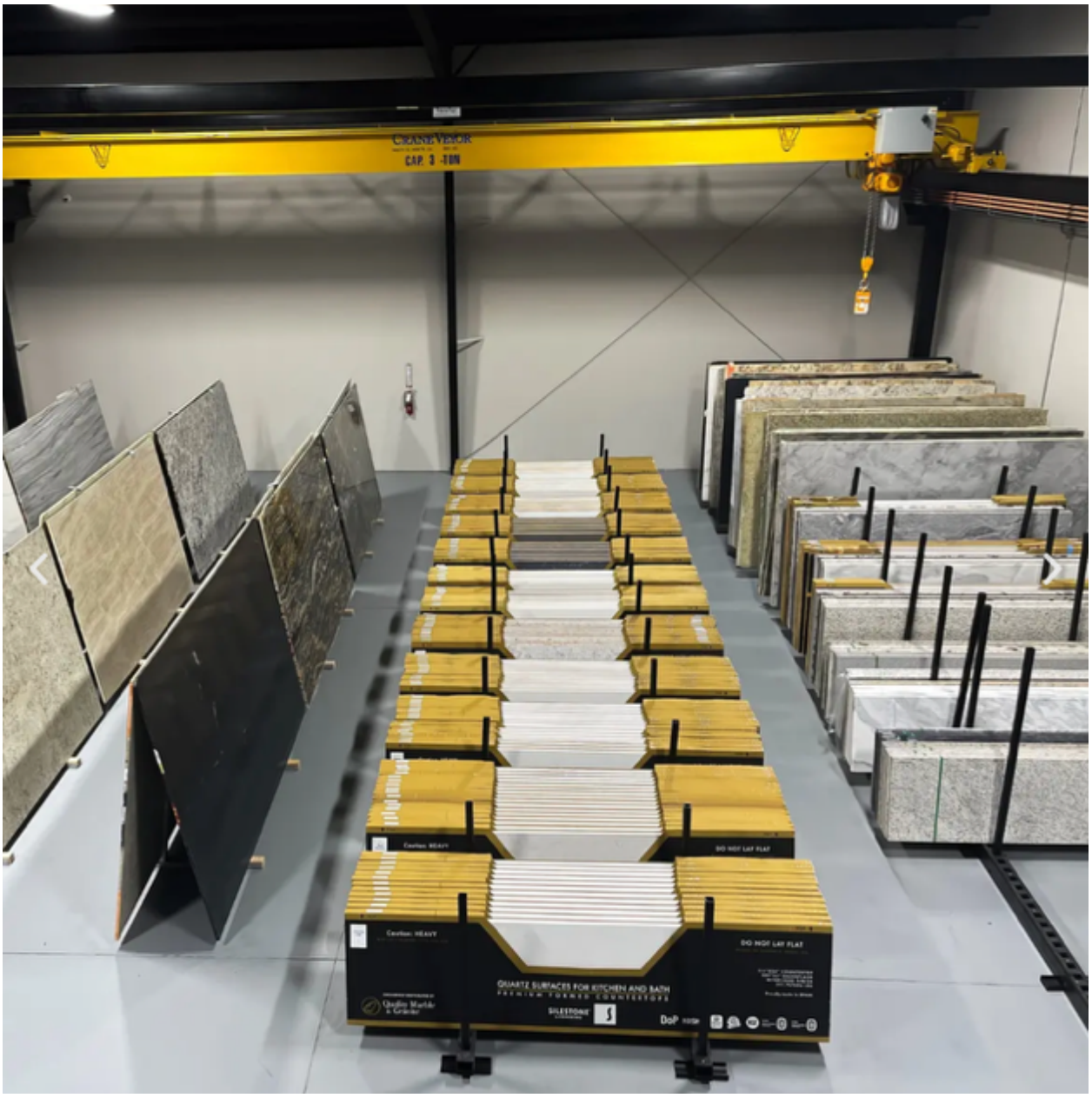
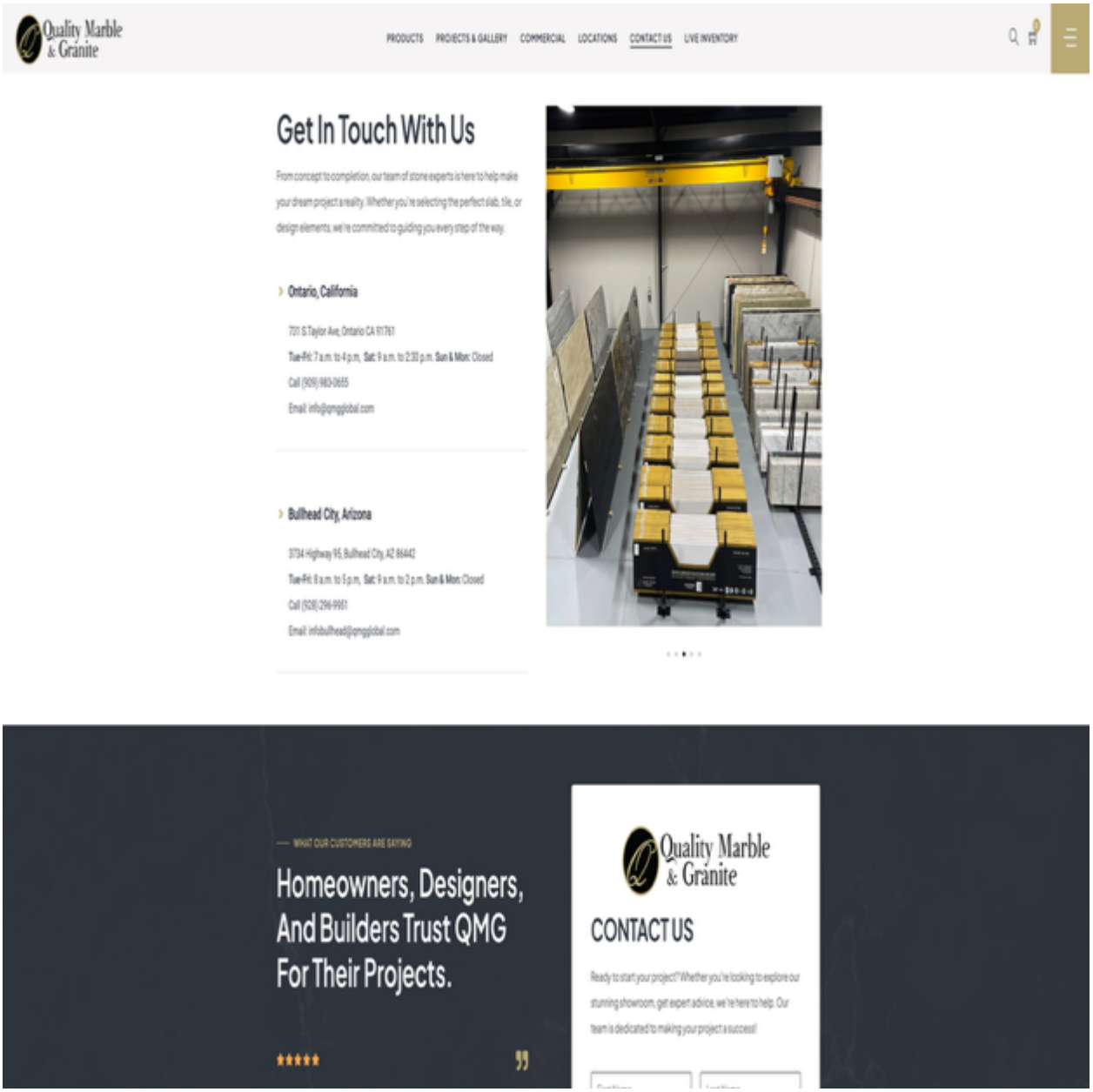
Cosentino manufactures and sells Silestone quartz pre-fabricated pieces through distributors such as Quality Marble & Granite. Despite being marketed as “pre-fabs,” these components still require substantial cutting, grinding, and polishing similar to full slabs. In practice, these adjustments are typically performed on-site during installation by hand, dry, in order to size the pieces properly for installation, resulting in significant generation of respirable crystalline silica (RCS) and other toxins.





Stock of Silestone Quartz Pre-Fabs for Sale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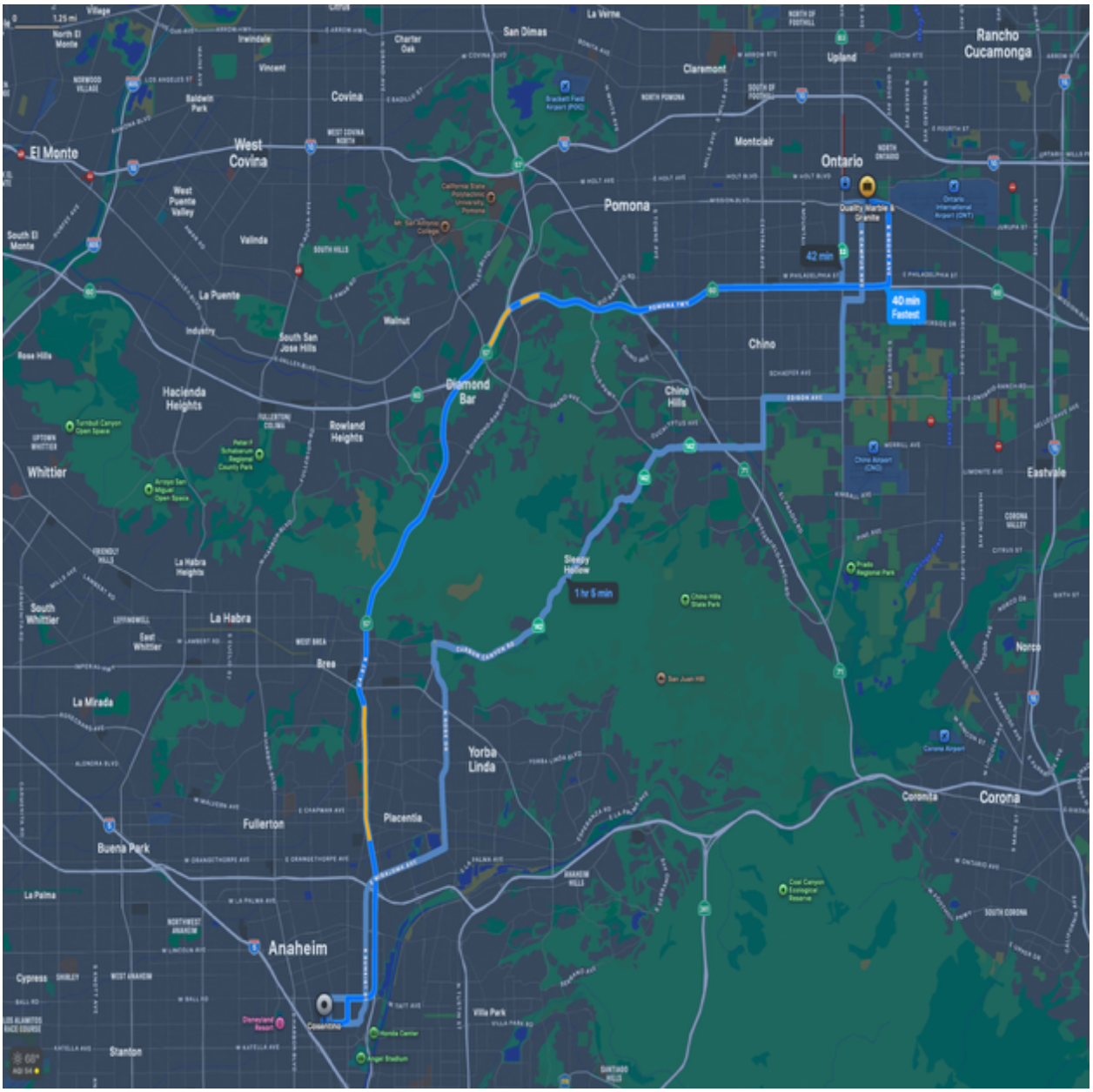
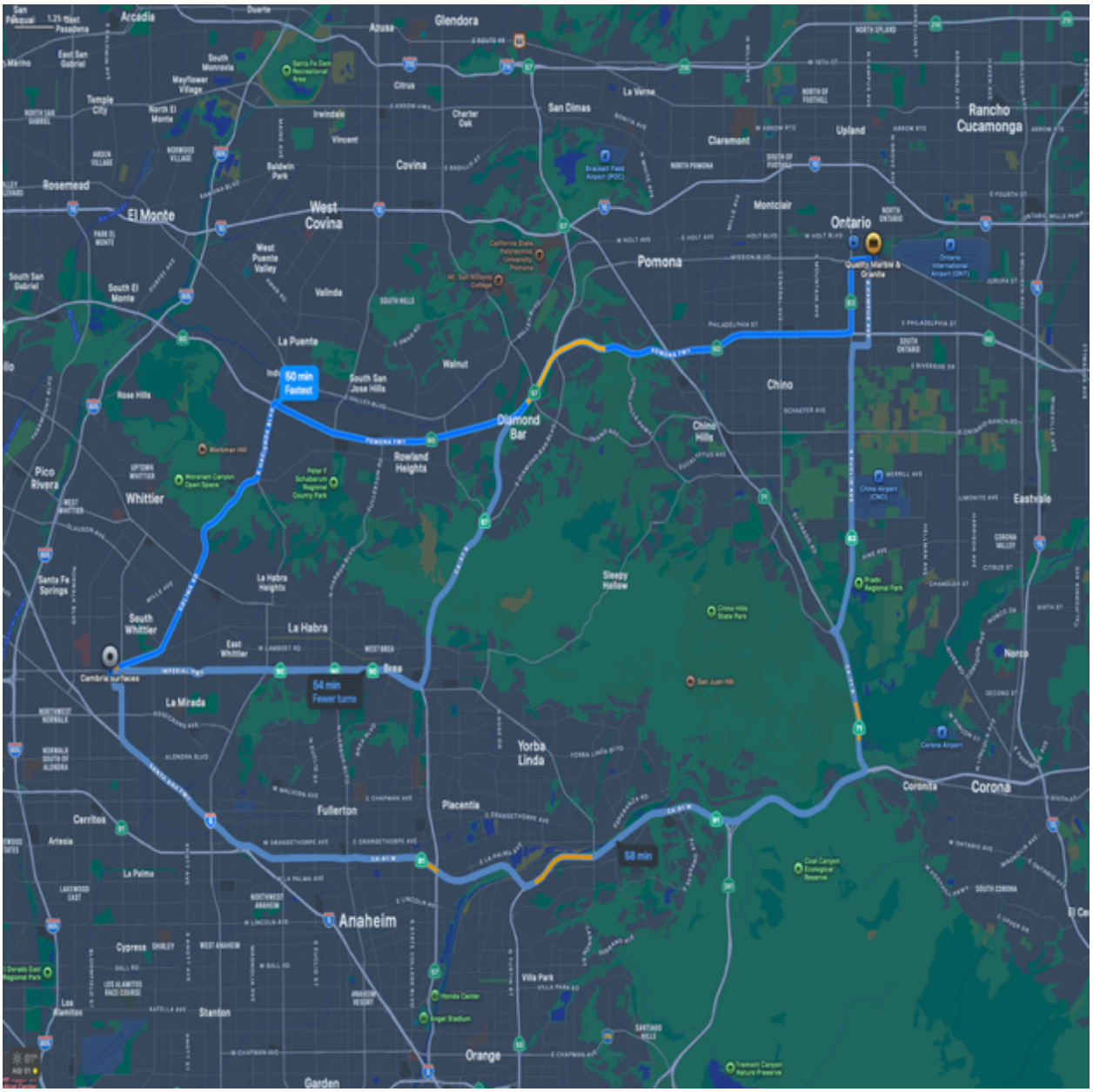
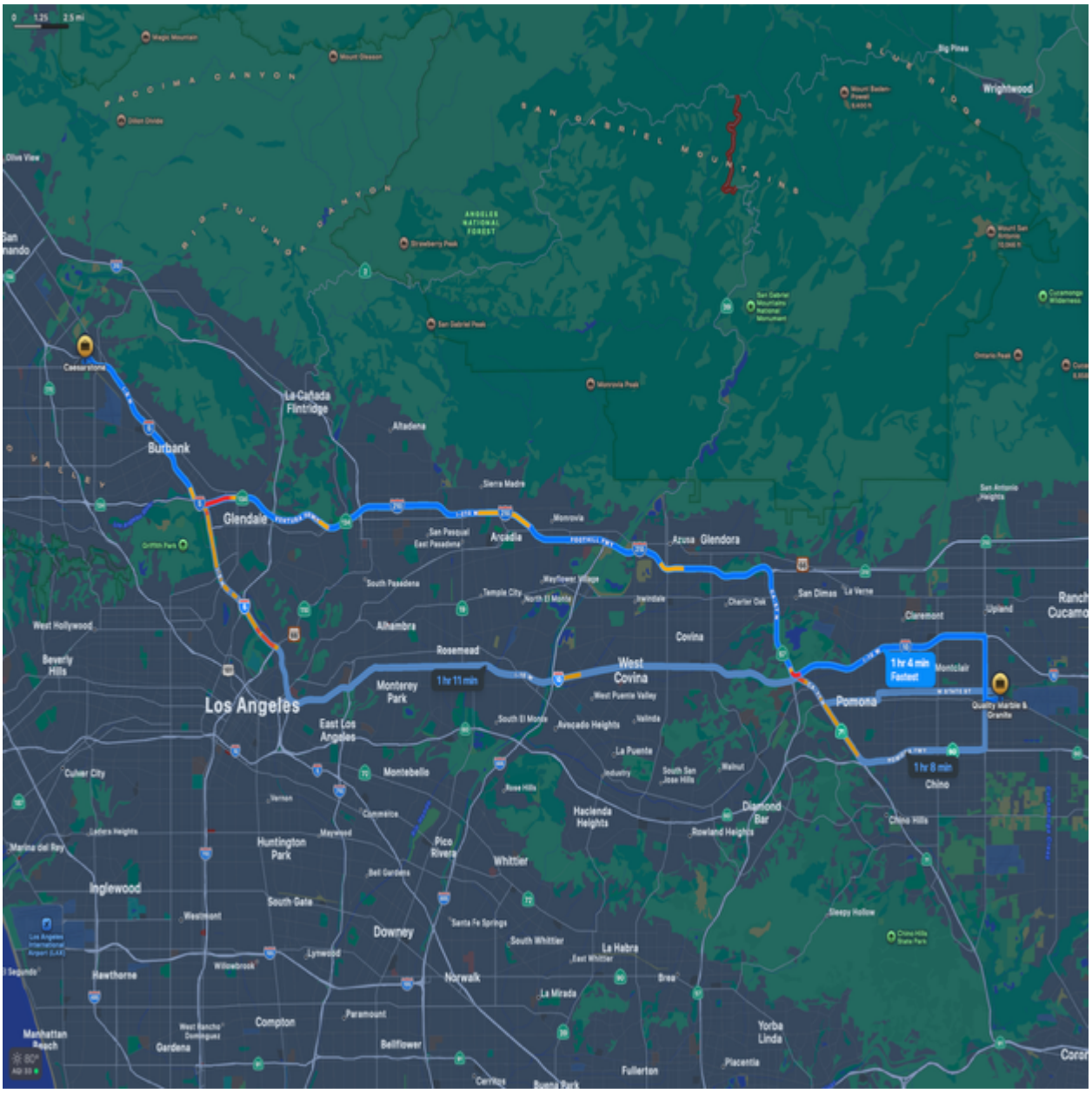
Driving distance from Quality Marble & Granite to the Cosentino distribution center in Anaheim, California.



Driving distance from Quality Marble & Granite to the Cambria distribution center in La Mirada, California.



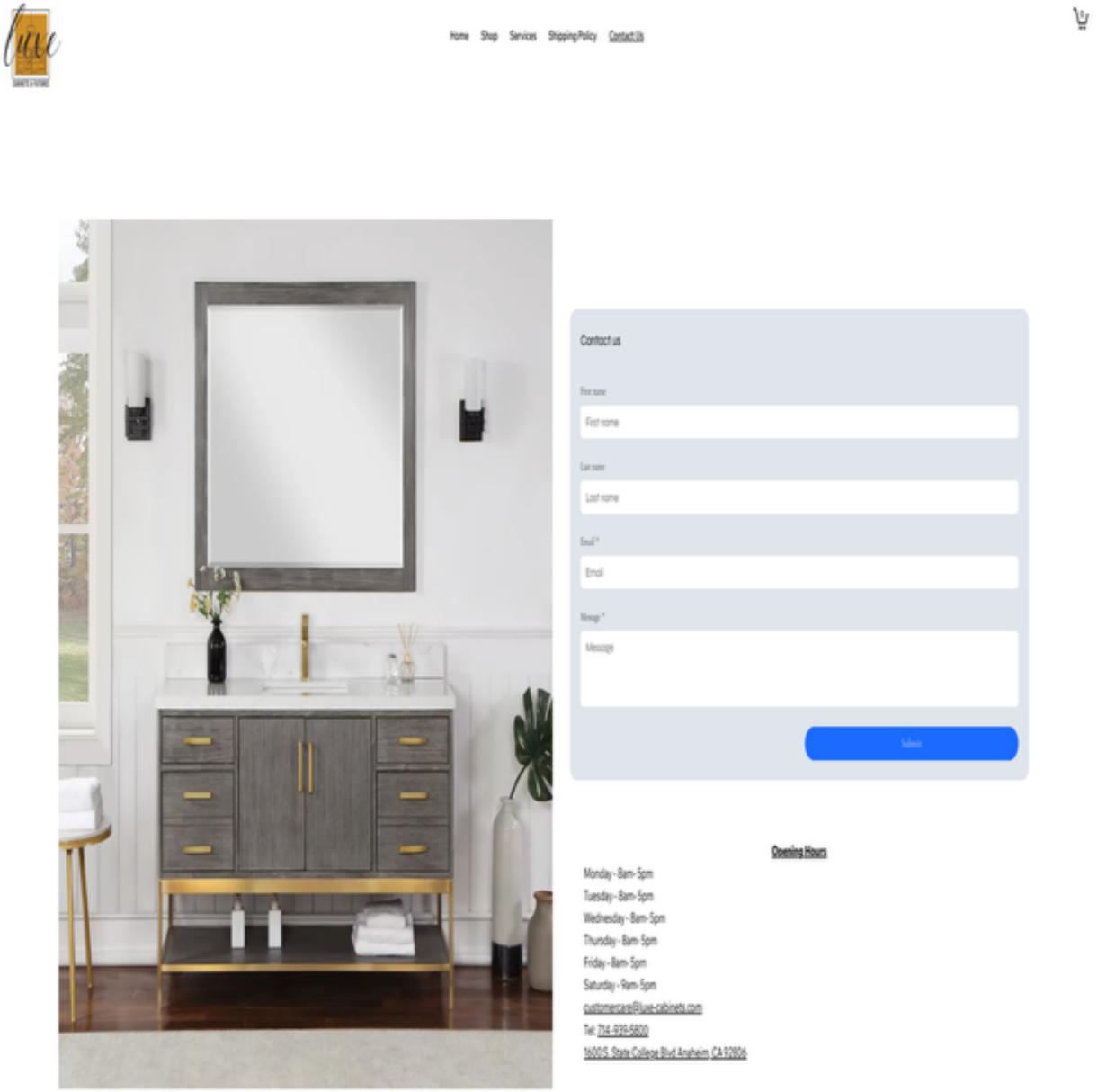
Driving distance from Quality Marble & Granite to the Caesarstone distribution center in Sun Valley, California.



Retailers

Luxe Cabinets & Fixtures' showroom in Anaheim, California, display samples of the quartz brands available for purchase by the public. Luxe sells to a wide range of customers, including unsophisticated fabricators, contractors, interior designers, kitchen and bath retailers, and homeowners.

https://www.luxe-cabinets.com



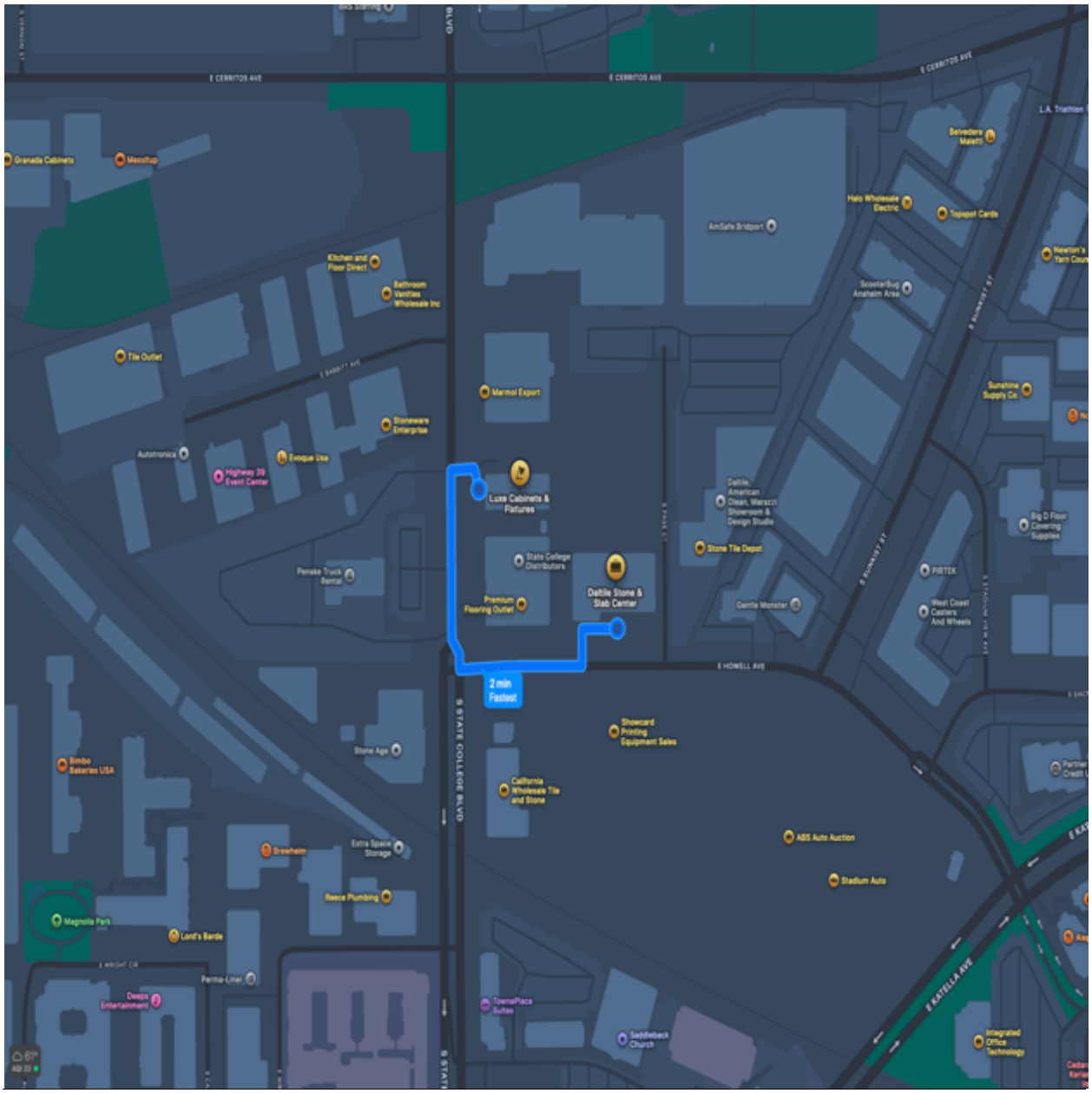


Quartz Samples in Luxe Showroom

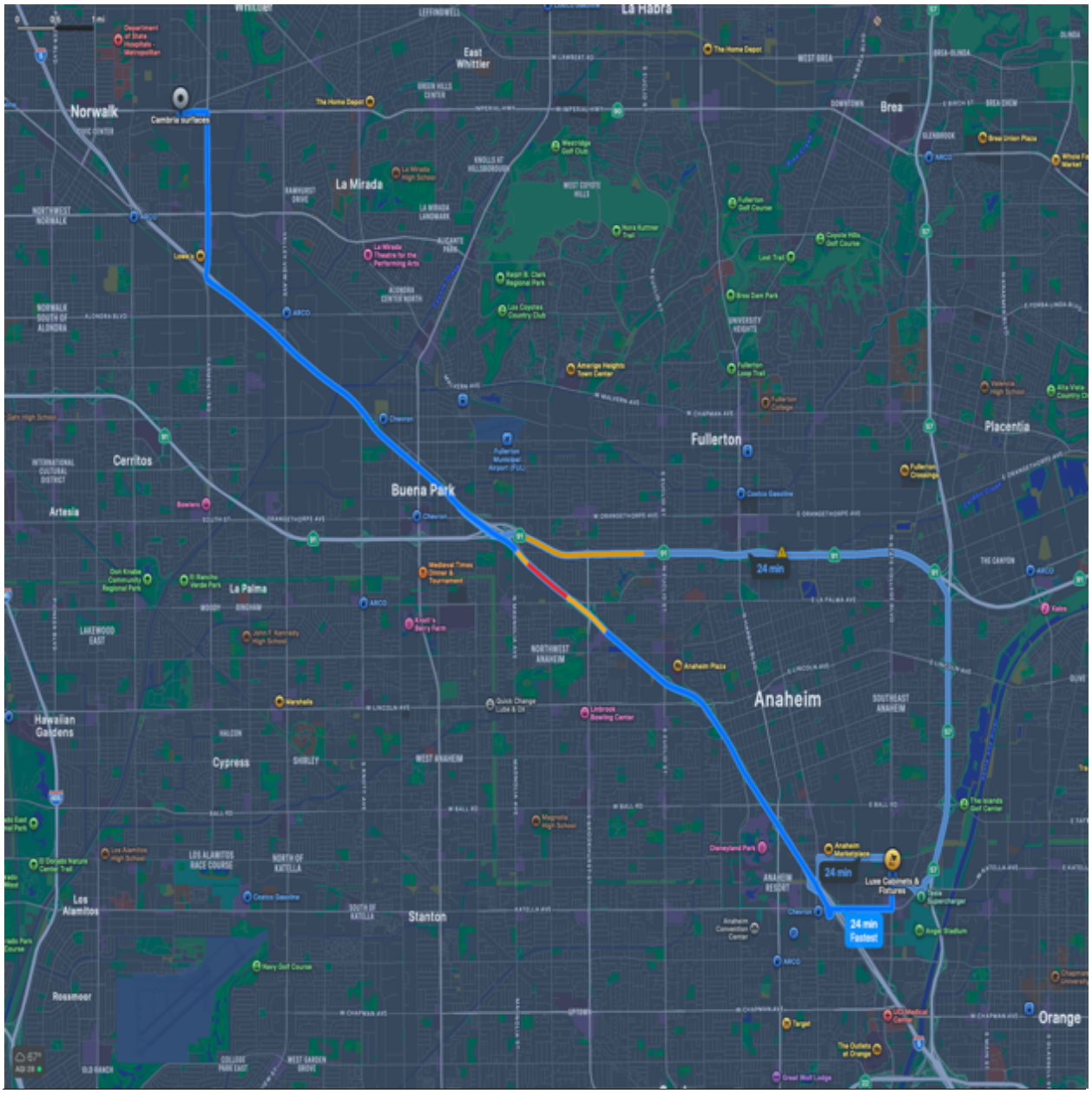


Quartz Samples in Luxe Showroom

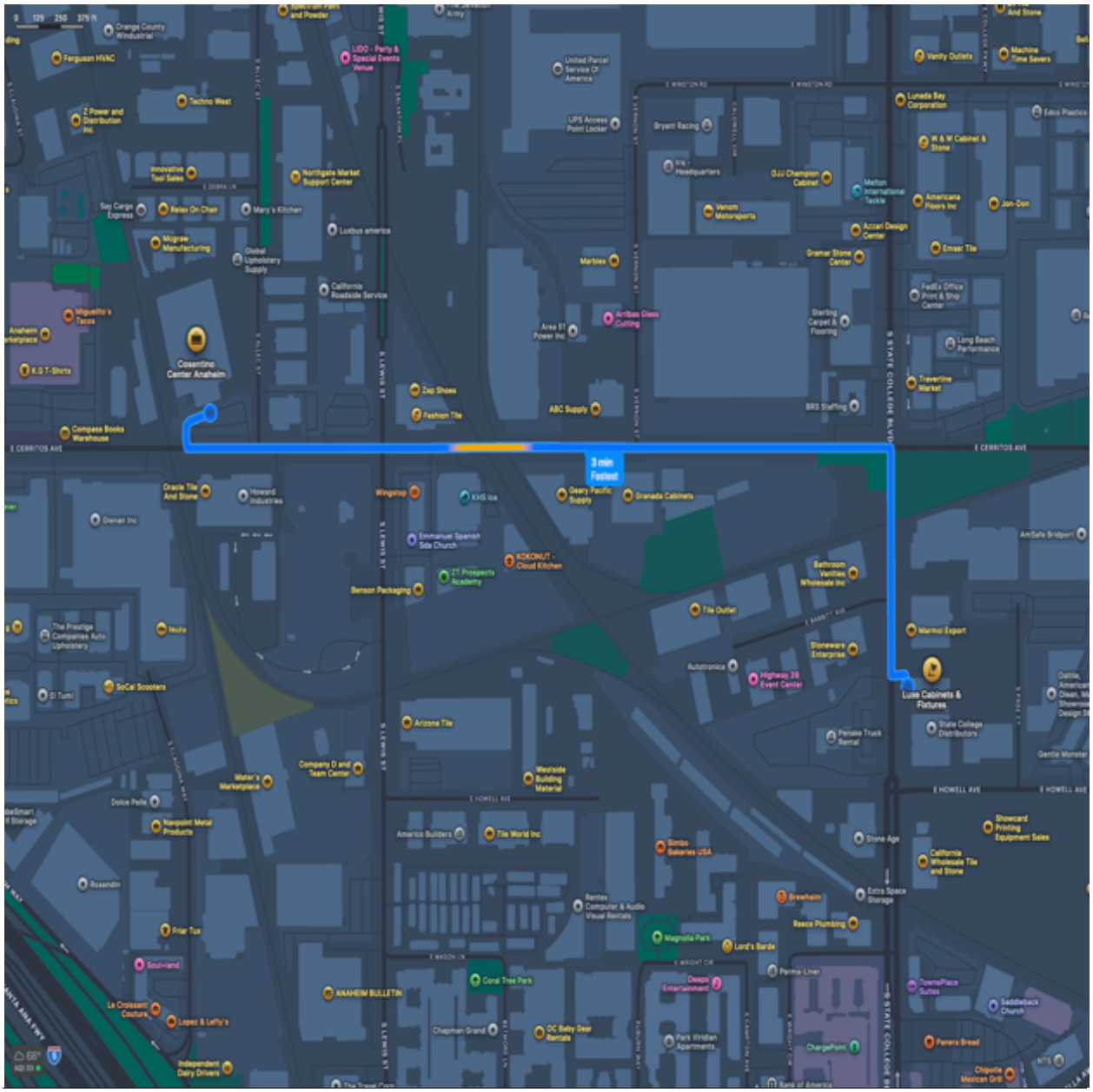
Driving distance from Daltile to Luxe Cabinets & Fixtures in Anaheim, California.



Driving distance from Cambria to Luxe Cabinets & Fixtures in Anaheim, California.



Driving distance from Cosentino to Luxe Cabinets & Fixtures in Anaheim, California.

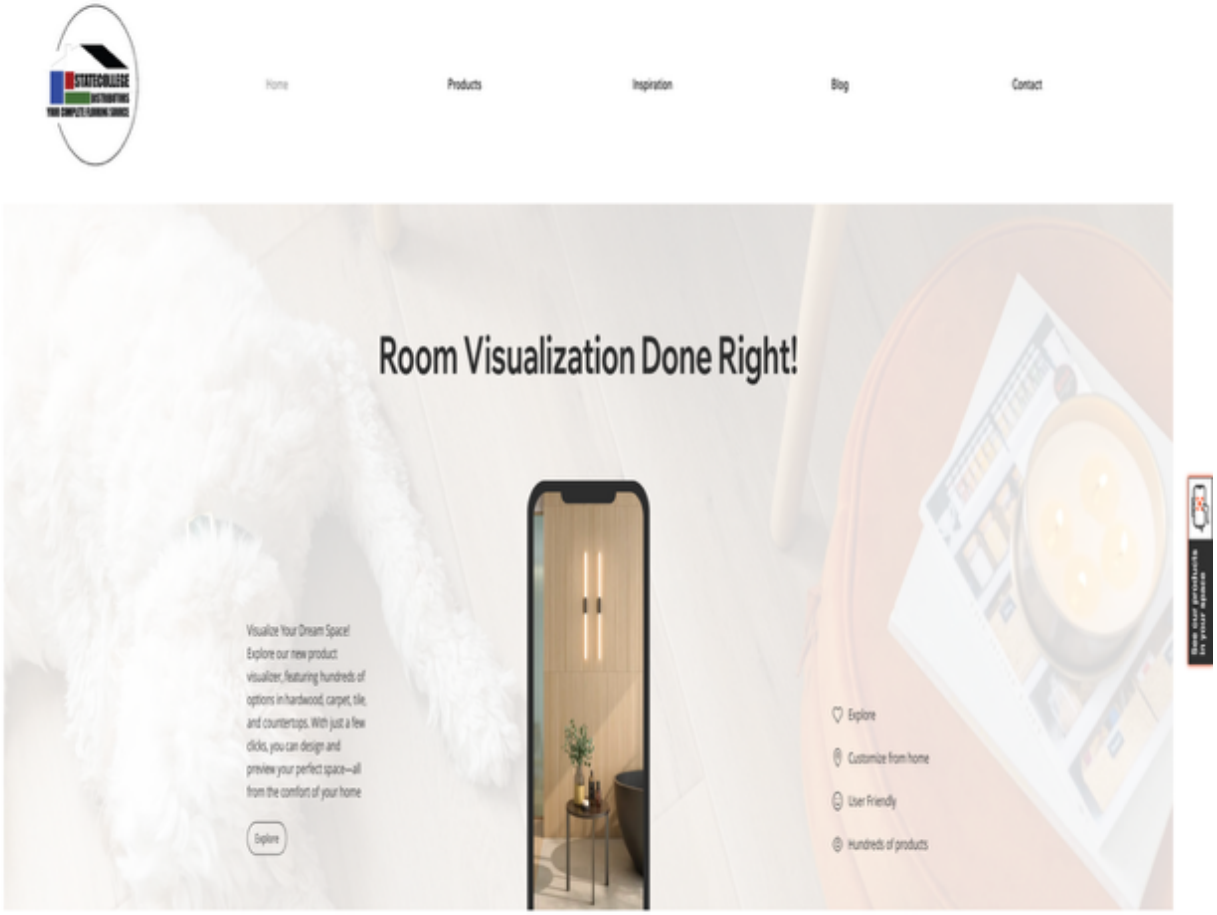


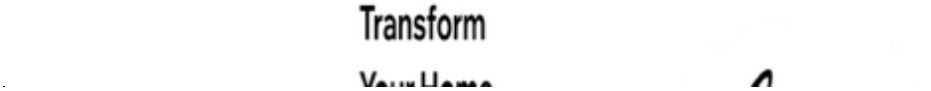
Driving distance from LG Hausys Center to Luxe Cabinets & Fixtures in Anaheim, California.

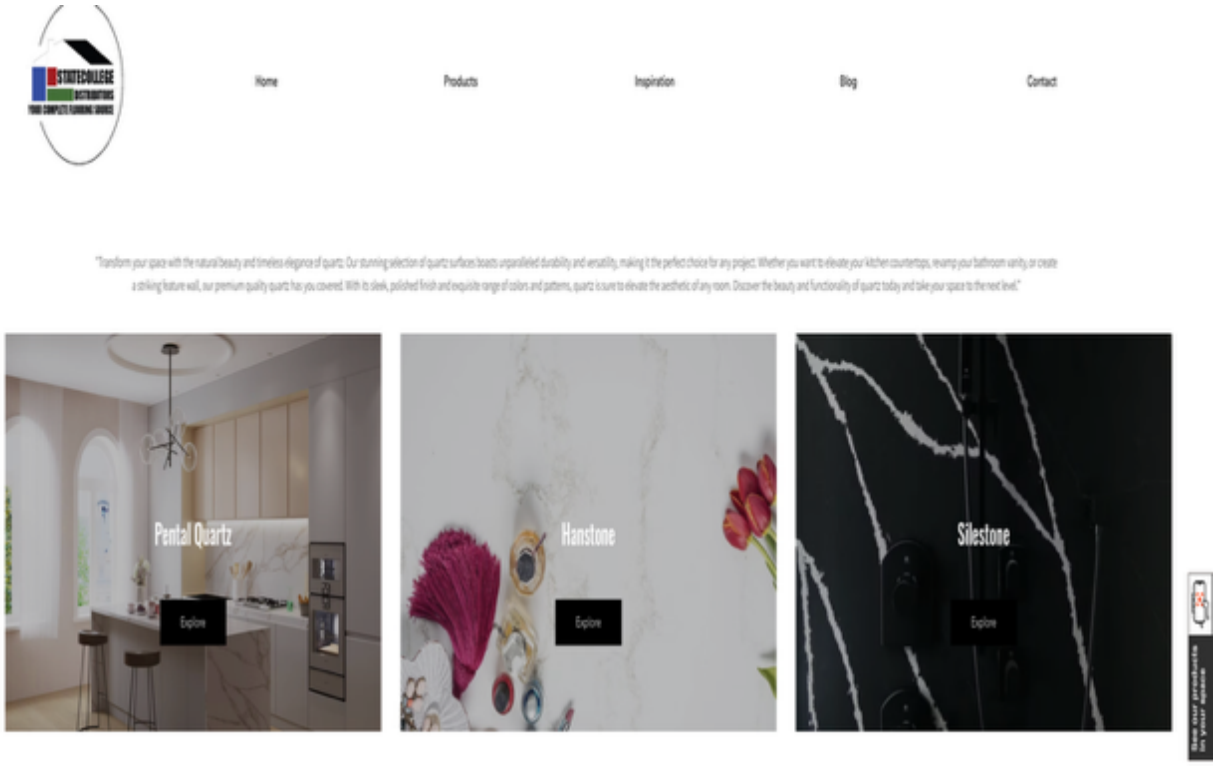


State College Distributors showroom displays samples of the quartz brands available for public purchase. They serve a diverse clientele, including unsophisticated fabricators, contractors, interior designers, kitchen and bath retailers, and homeowners.

https://www.statecollegedistributors.com






Home
Products
Inspiration
Blog
Contact
"Transform your space with the natural beauty and timeless elegance of quartz. Our stunning selection of quartz surfaces boasts unparalleled durability and versatility, making it the perfect choice for any project. Whether you want to elevate your kitchen countertops, revamp your bathroom vanity, or create a striking feature wall, our premium quality quartz has you covered. With its sleek, polished finish and exquisite range of colors and patterns, quartz is sure to elevate the aesthetic of any room. Discover the beauty and functionality of quartz today and take your space to the next level."
Pental Quartz
Explore
Hanstone
Explore
Silestone
Explore
See our products in your space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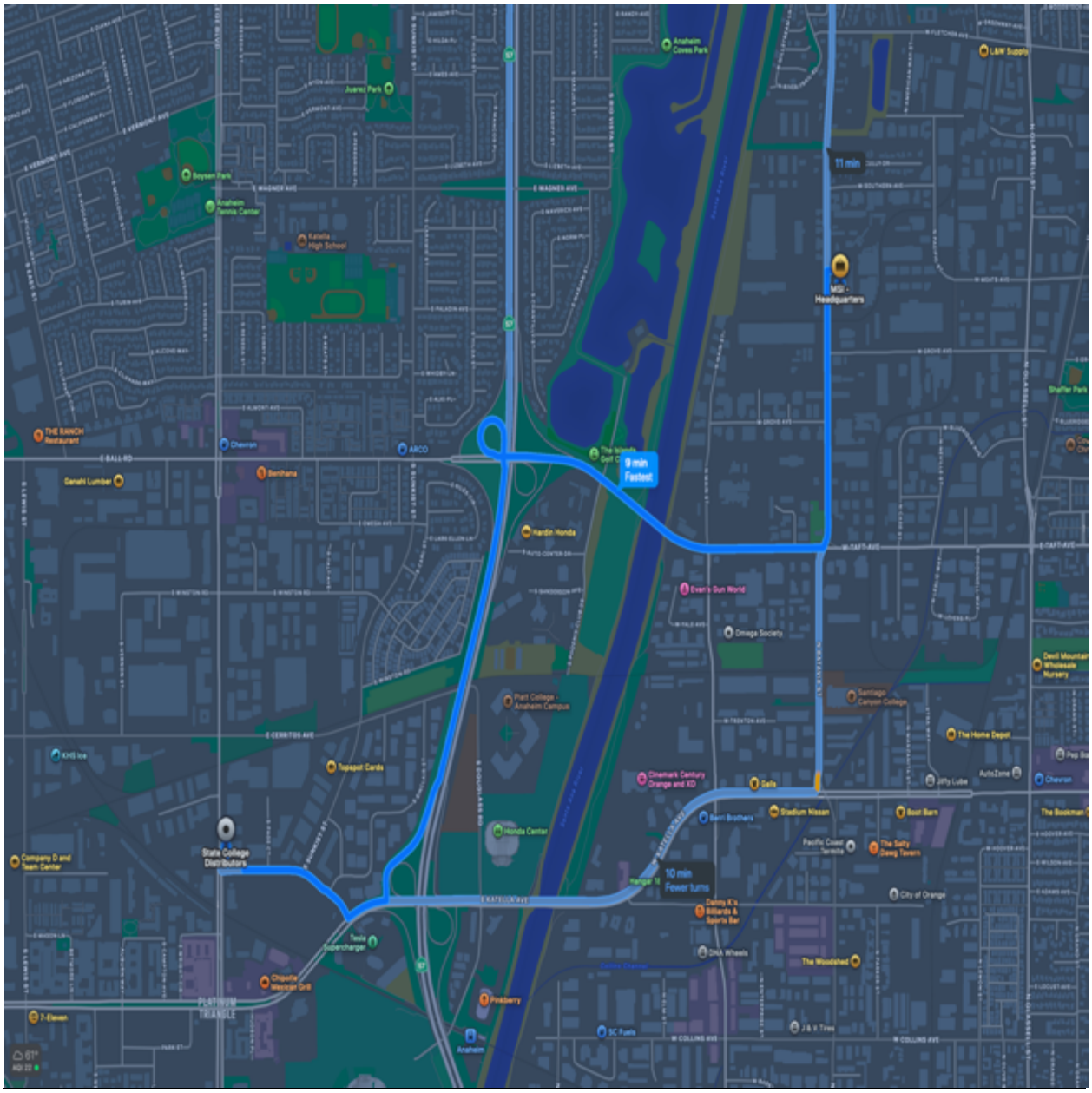
Let's Work
Together

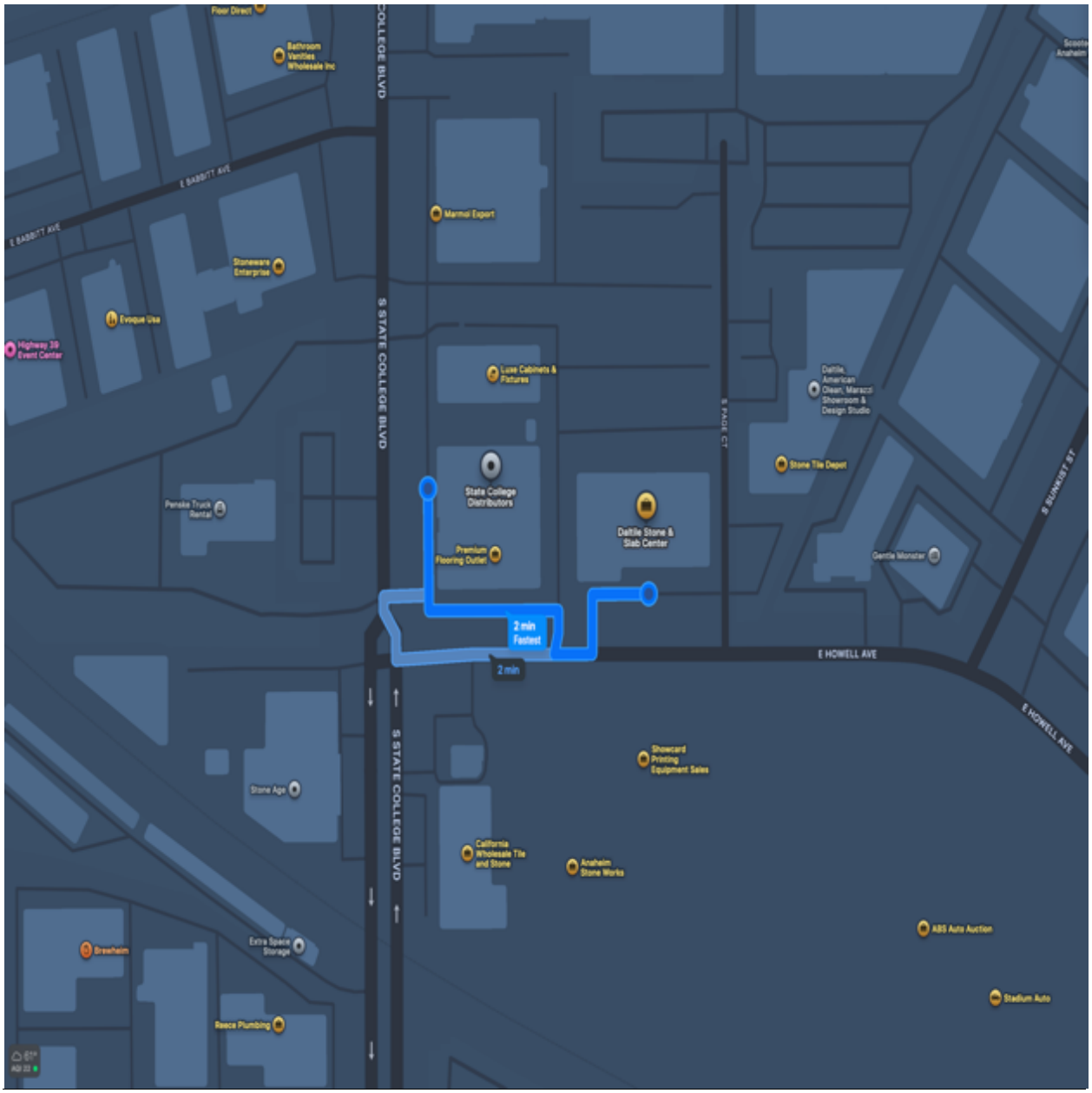


State College Distributers on State College Blvd (tile mile) in Anaheim, CA displaying the quartz brands they offer to the public.

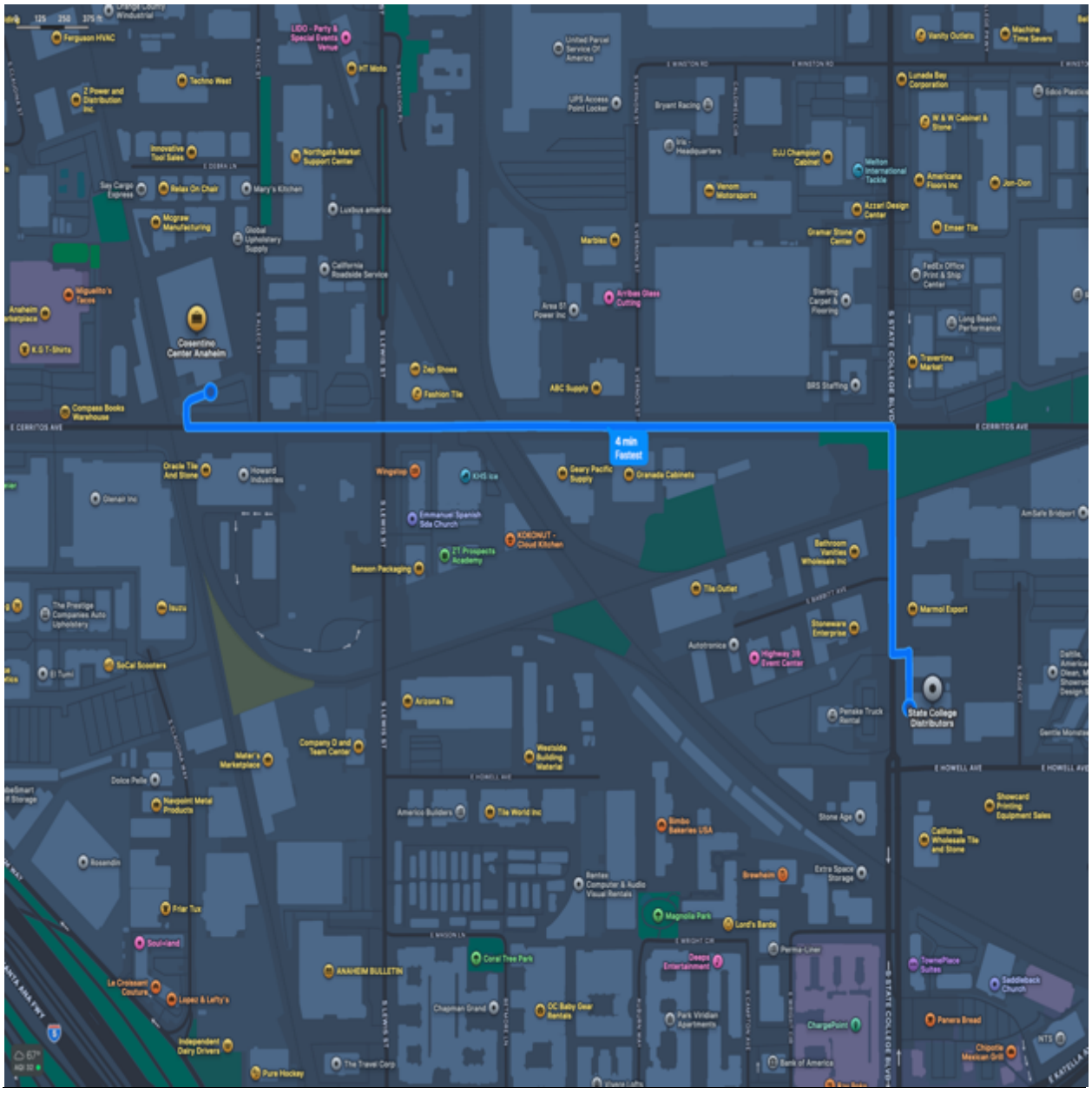
Driving distance from MSI to State College Distributors in Anaheim, California.



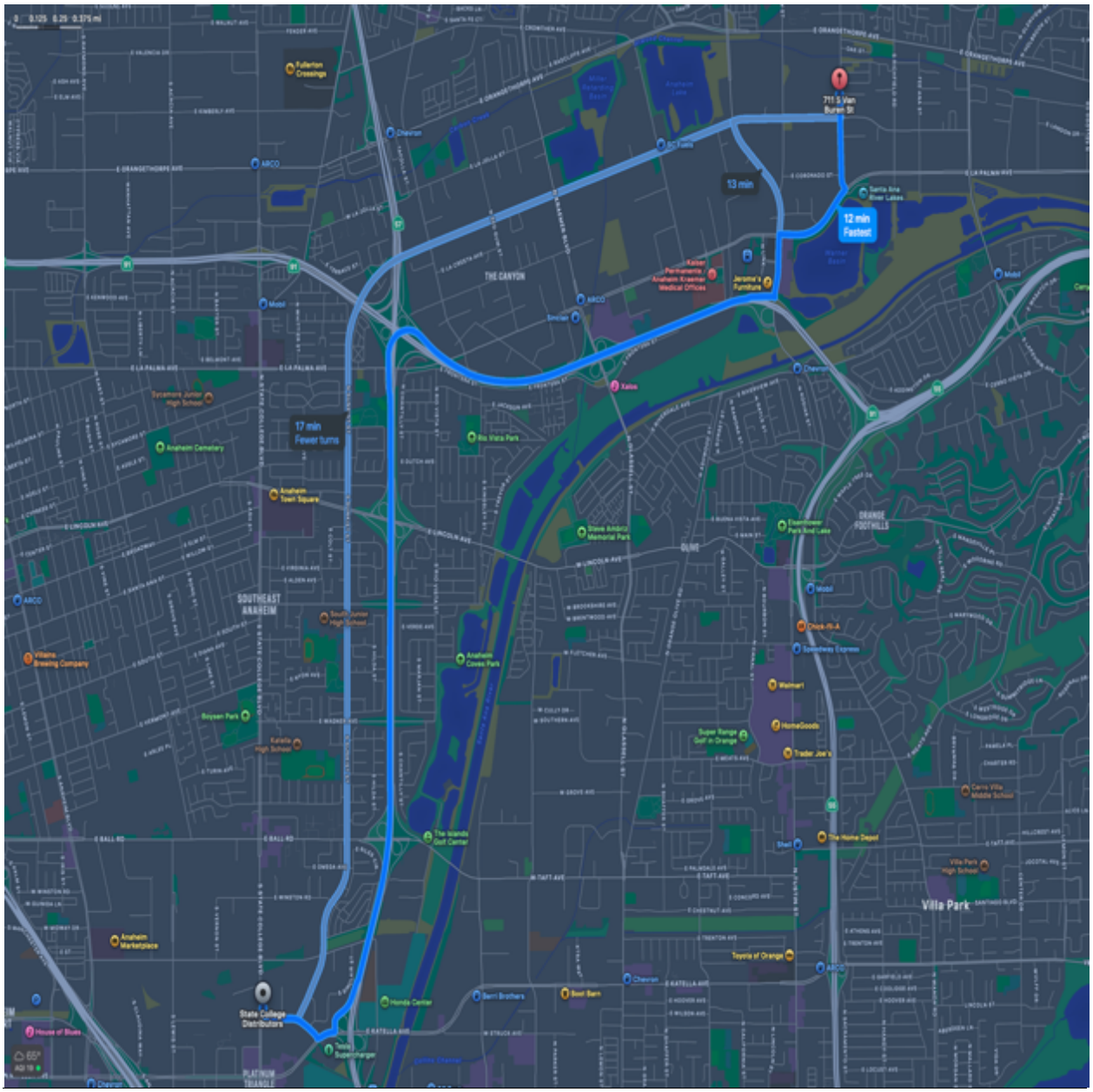
Driving distance from Daltile to State College Distributors in Anaheim, California.



Driving distance from Cosentino to State College Distributors in Anaheim, California.

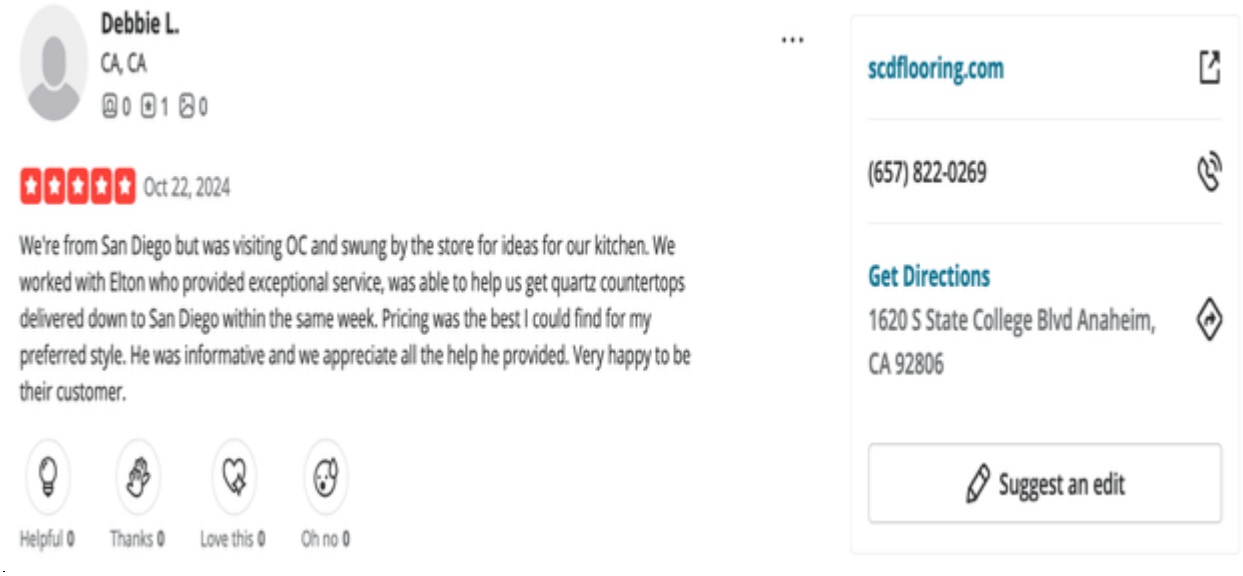


Driving distance from LX Hausys Center to State College Distributors in Anaheim, California.



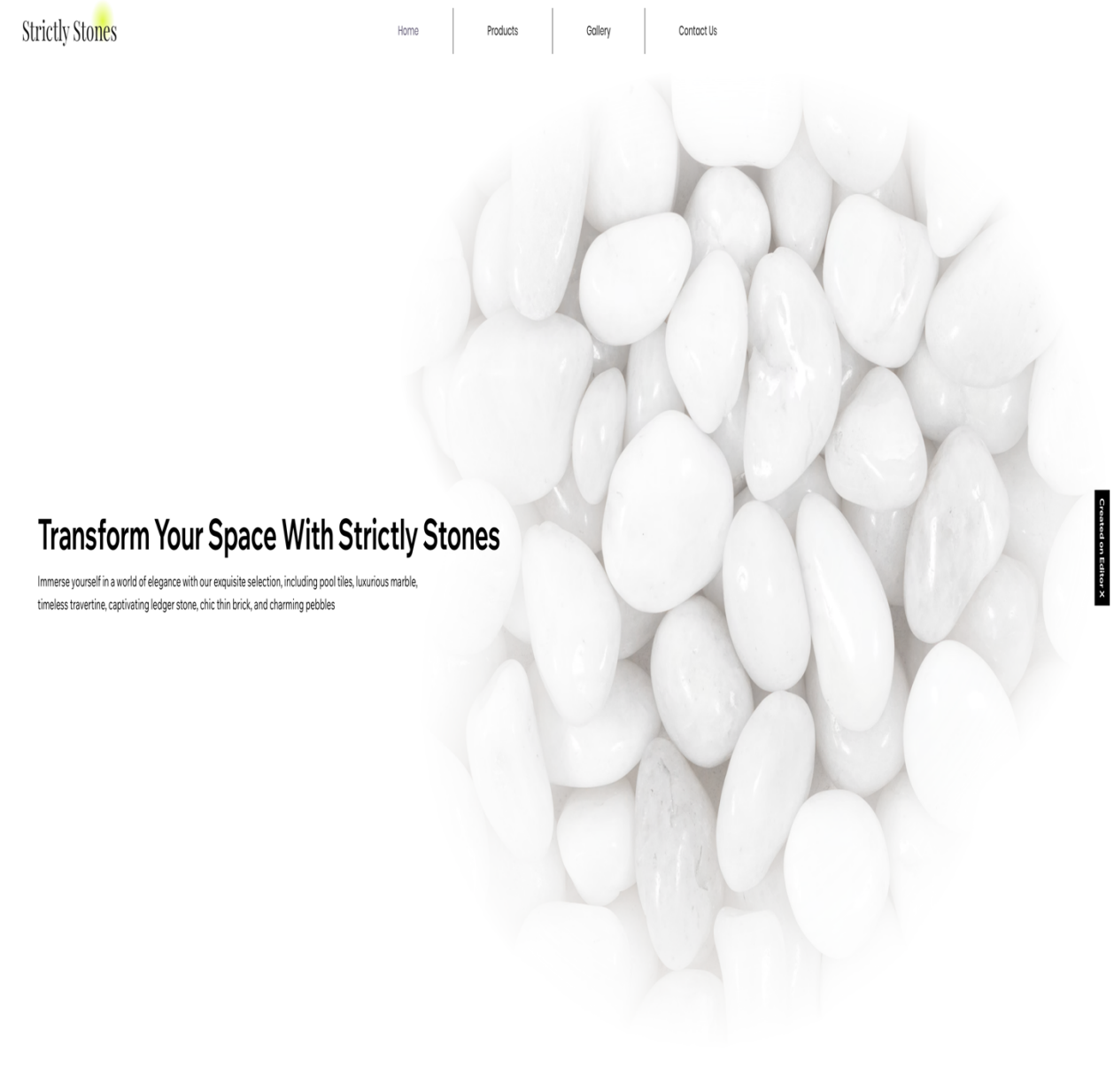
A screenshot of a Yelp review from a homeowner who purchased quartz slabs directly from the third-party distributor, State College Distributors.

https://www.yelp.com/biz/state-college-distributors-anaheim-4



Strictly Stones showroom displays samples of the quartz brands available for public purchase. They serve a diverse clientele, including unsophisticated fabricators, contractors, interior designers, kitchen and bath retailers, and homeowners.

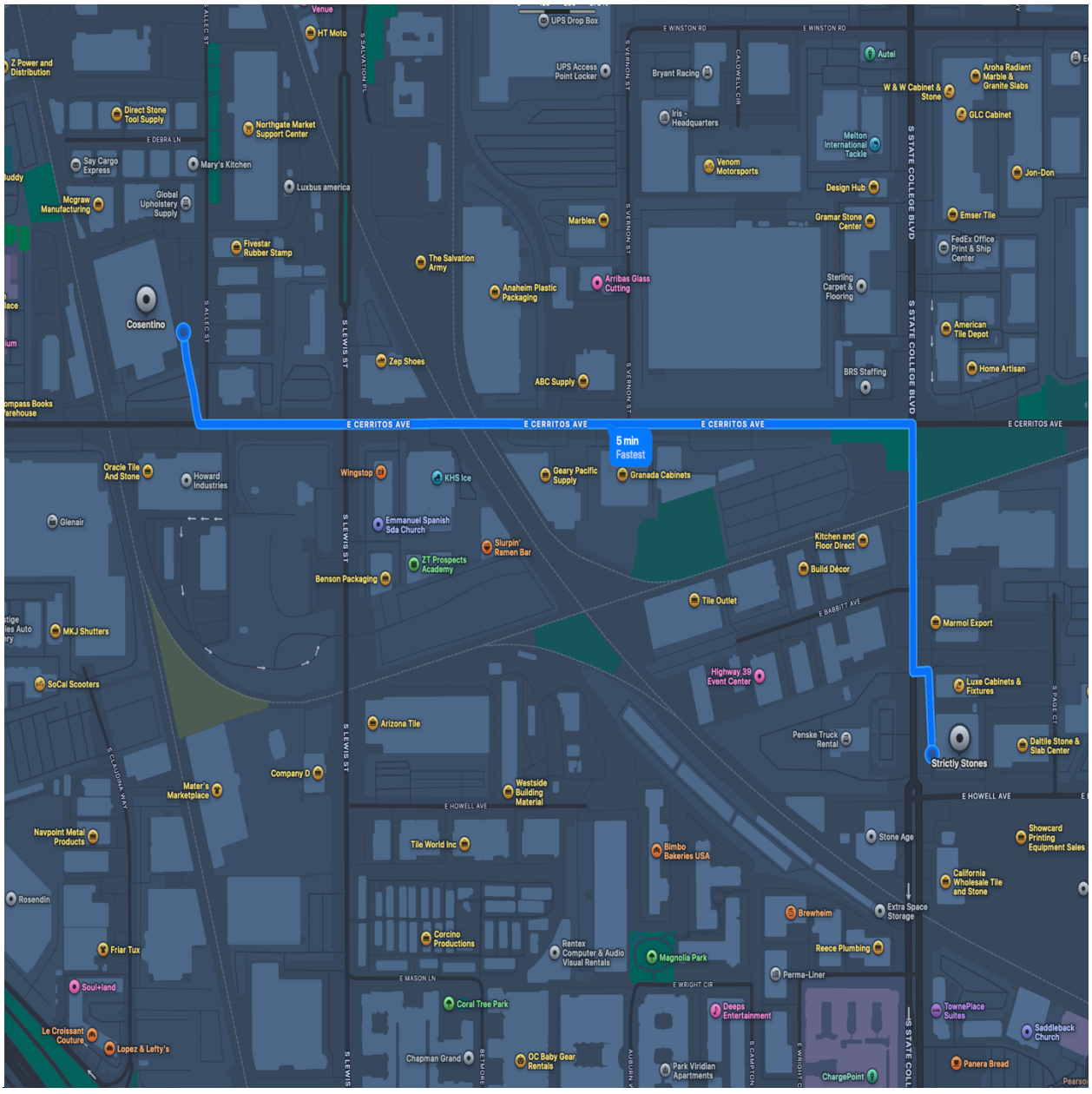
https://www.strictlystones.com



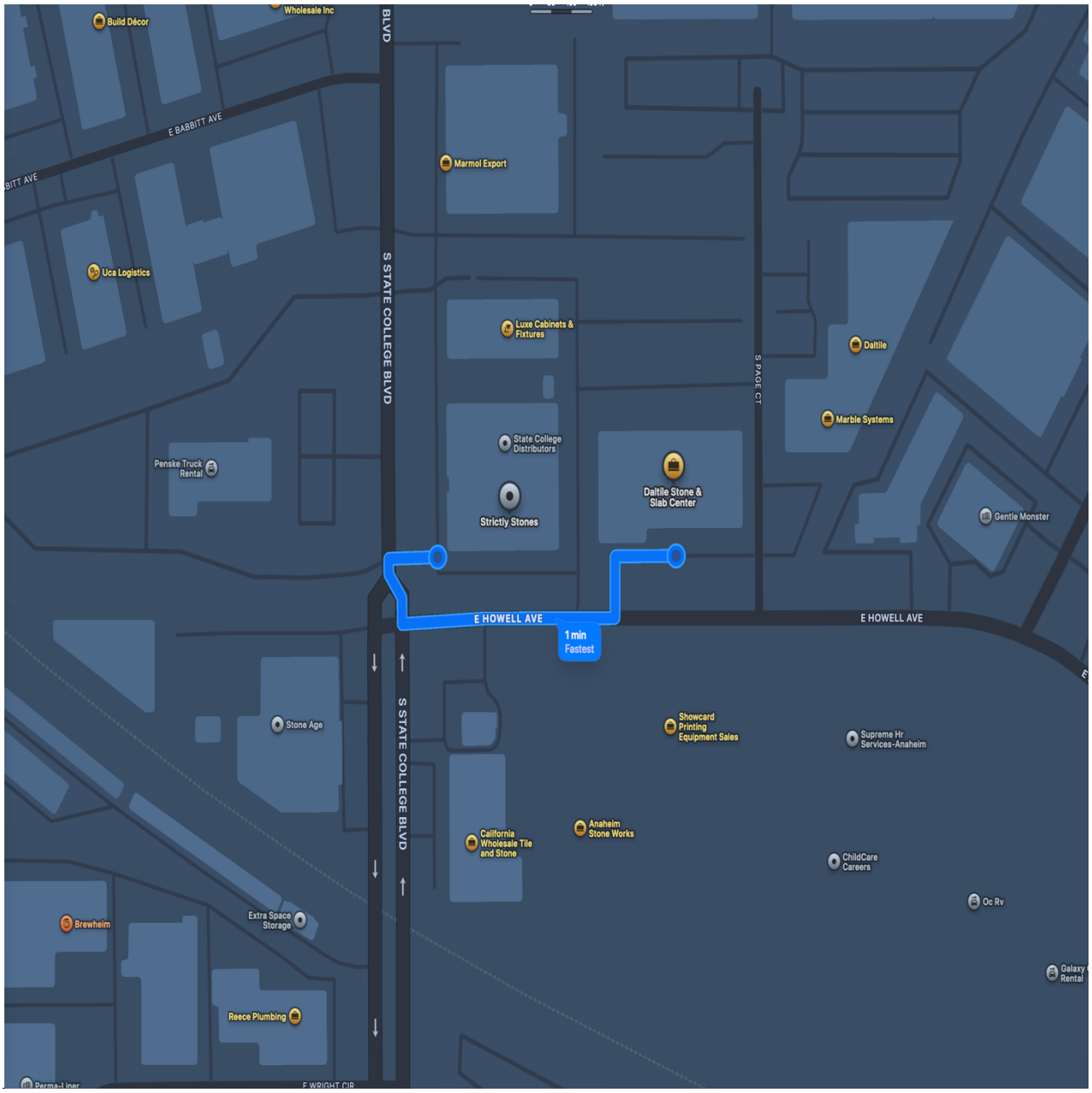


Quartz Samples in Strictly Stones Showroom

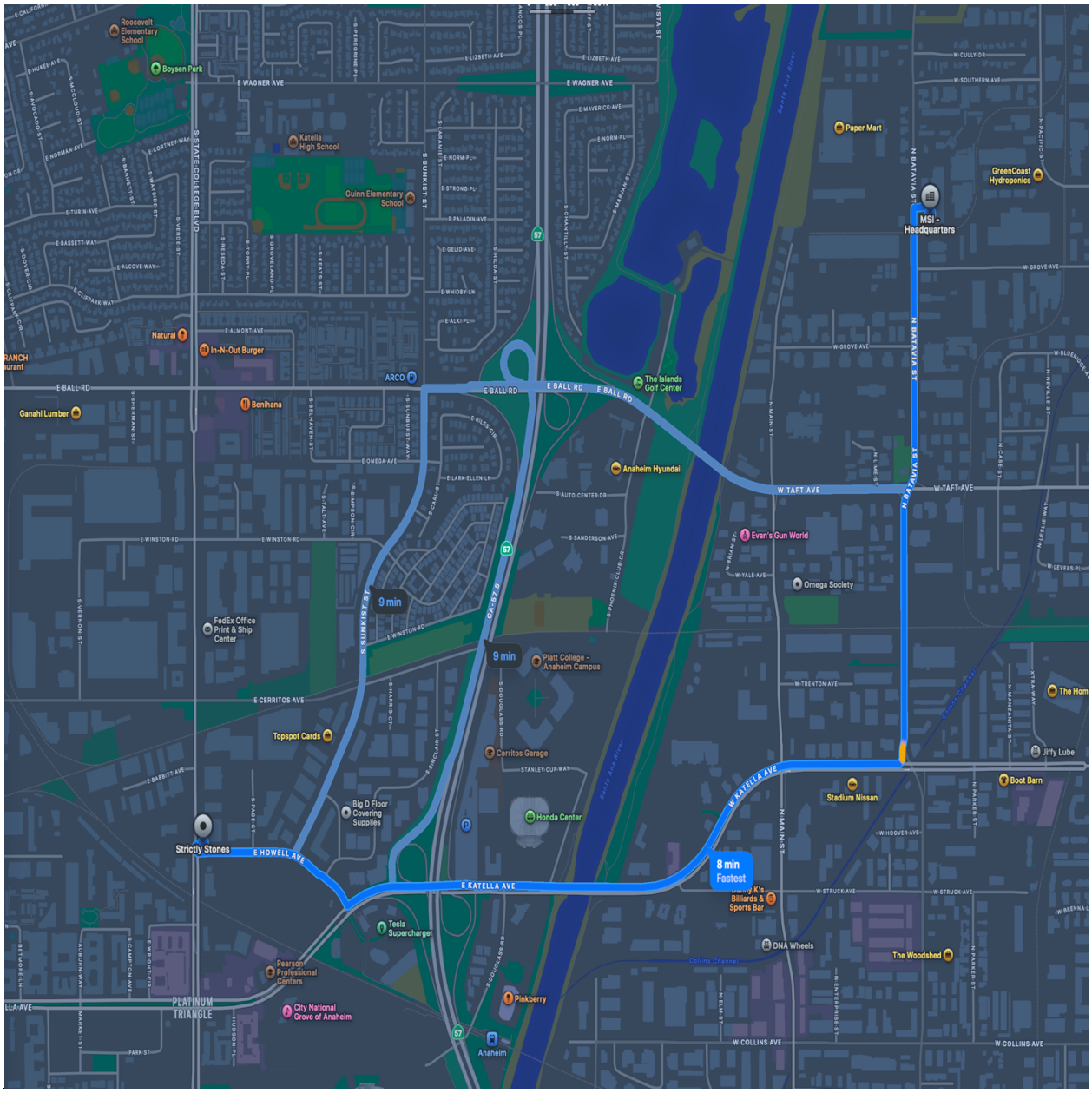
Driving distance from the Cosentino Center to Strictly Stones in Anaheim, California.



Driving distance from Daltile to Strictly Stones in Anaheim, California.

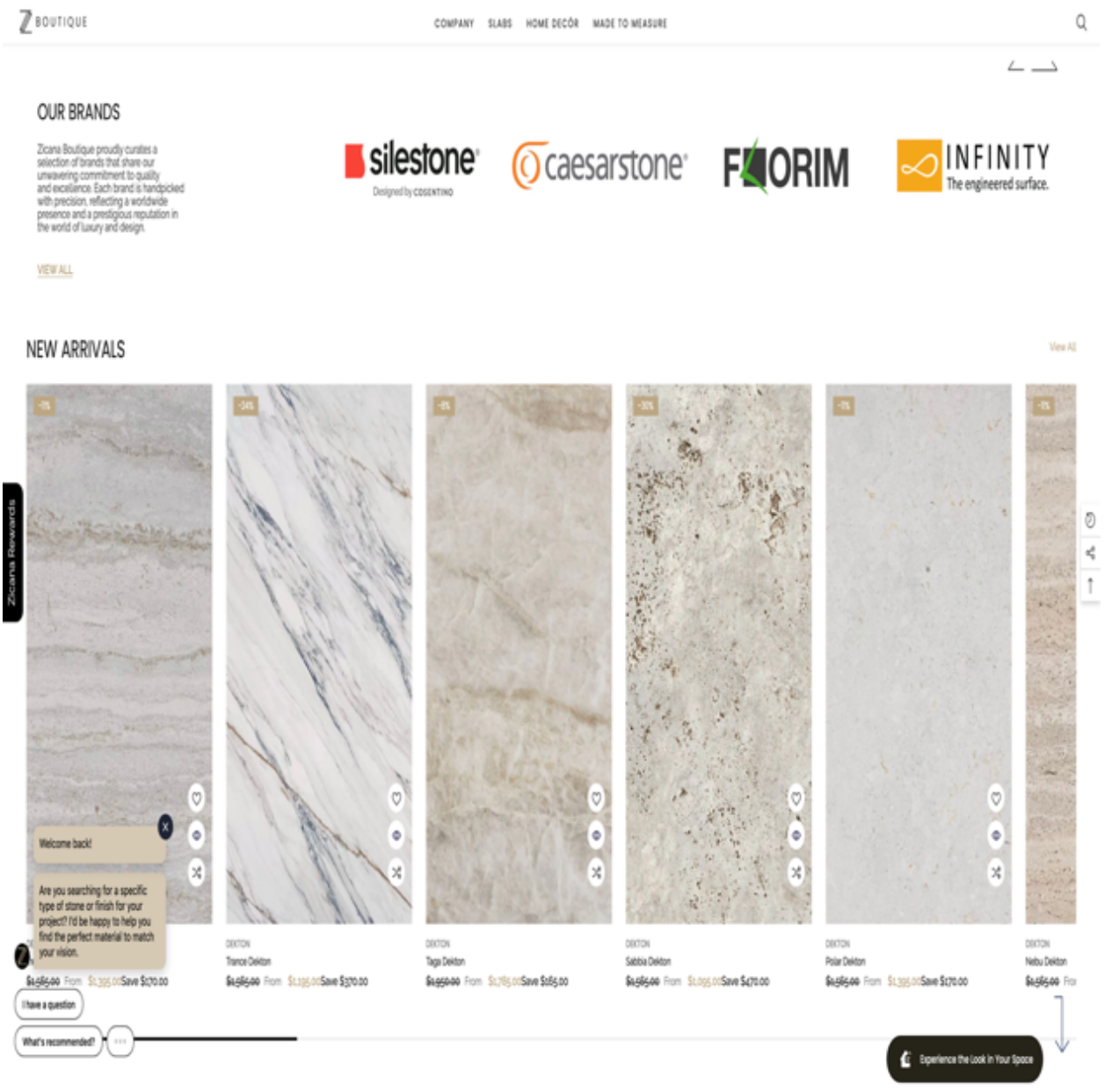


Driving distance from MSI to Strictly Stones in Anaheim, California.

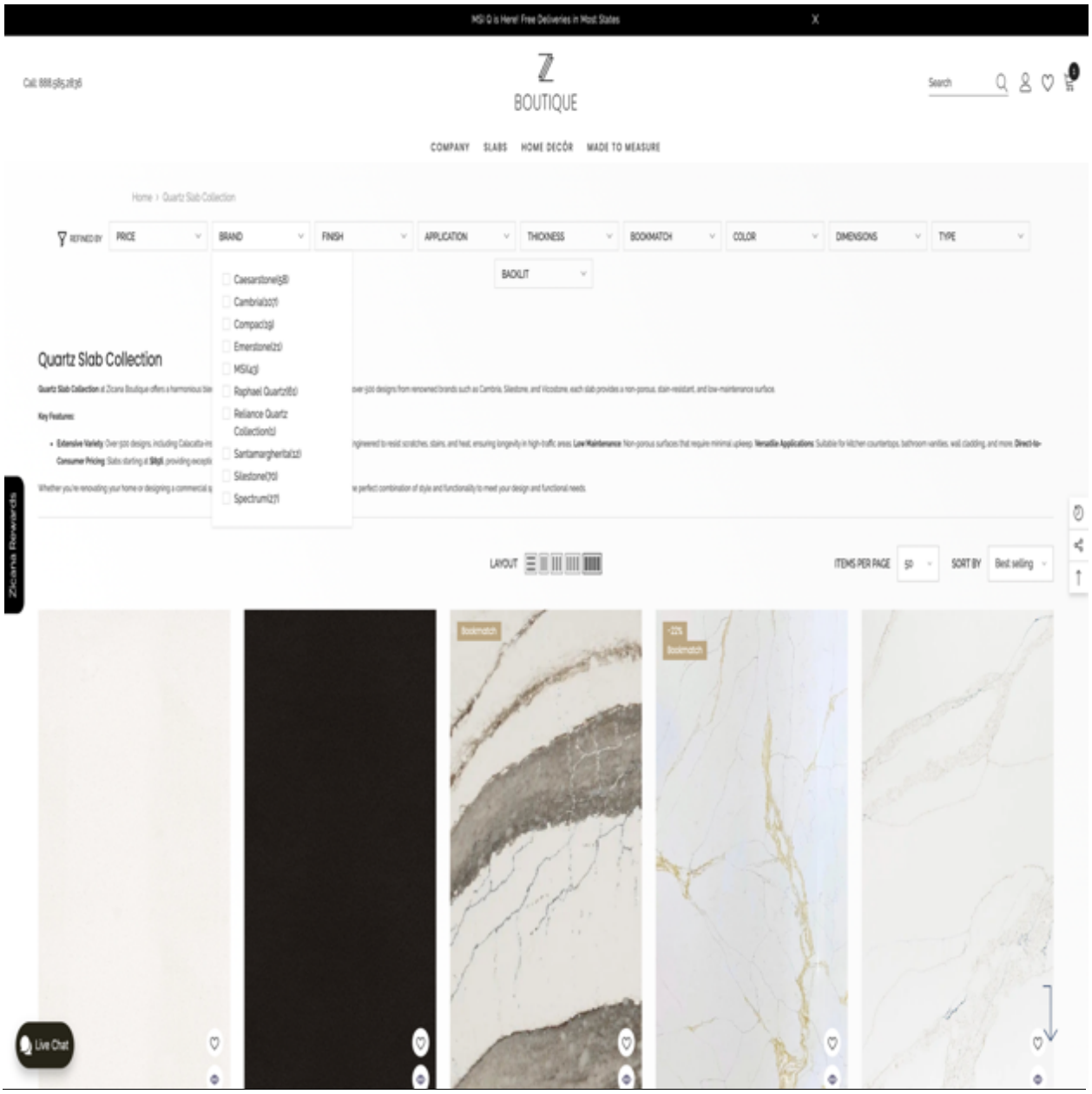


Below are screenshots from Zicana Boutique's website, an e-commerce business, showcasing several quartz manufacturer logos representing the brands they offer to the public.

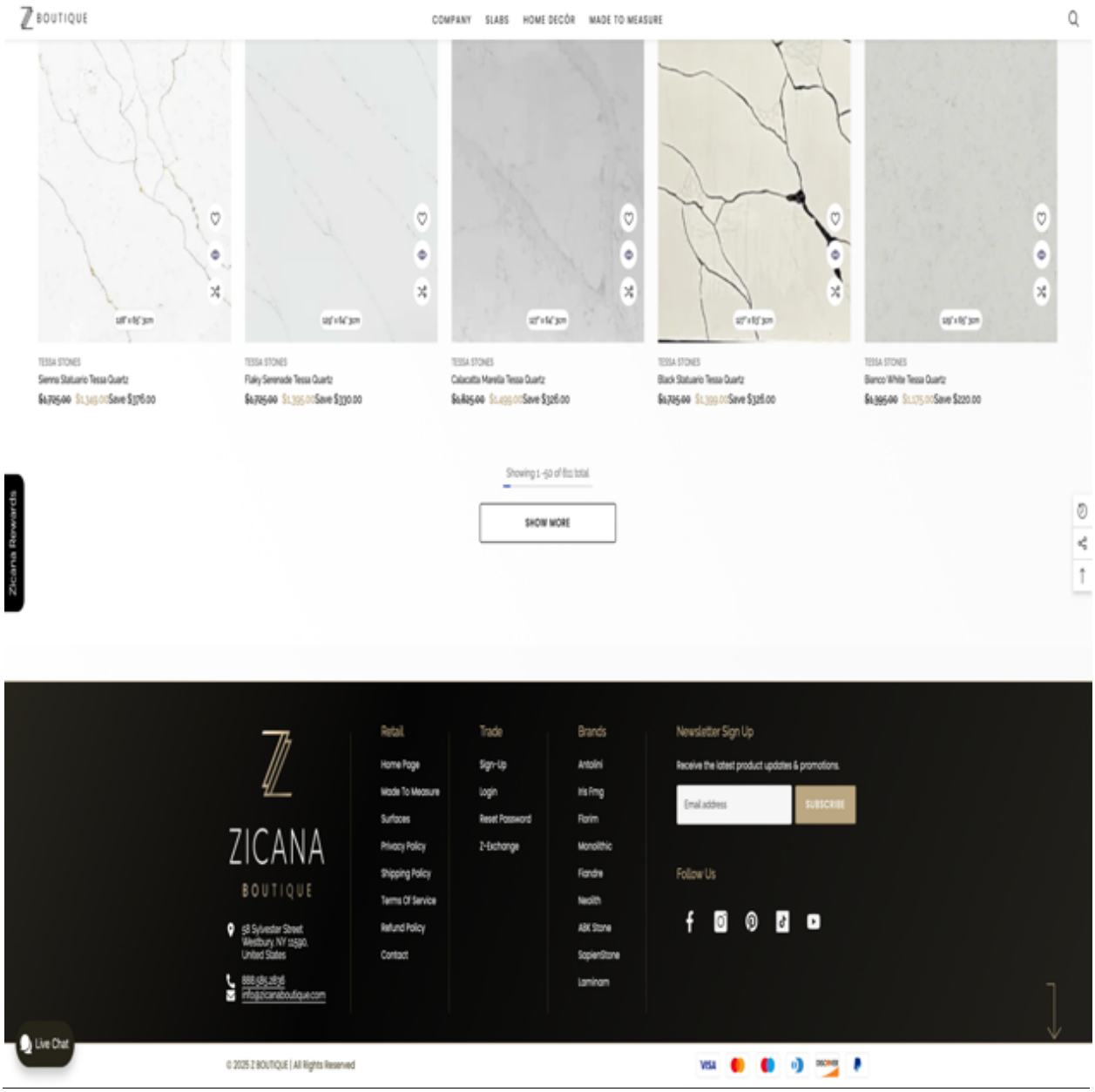
https://zicanaboutique.com/?srsltid=AfmBOop2QvWNNan6xQWyjtOUYGy9MZK3e0fmBCZL3YTA9BPIgv5Qx3th



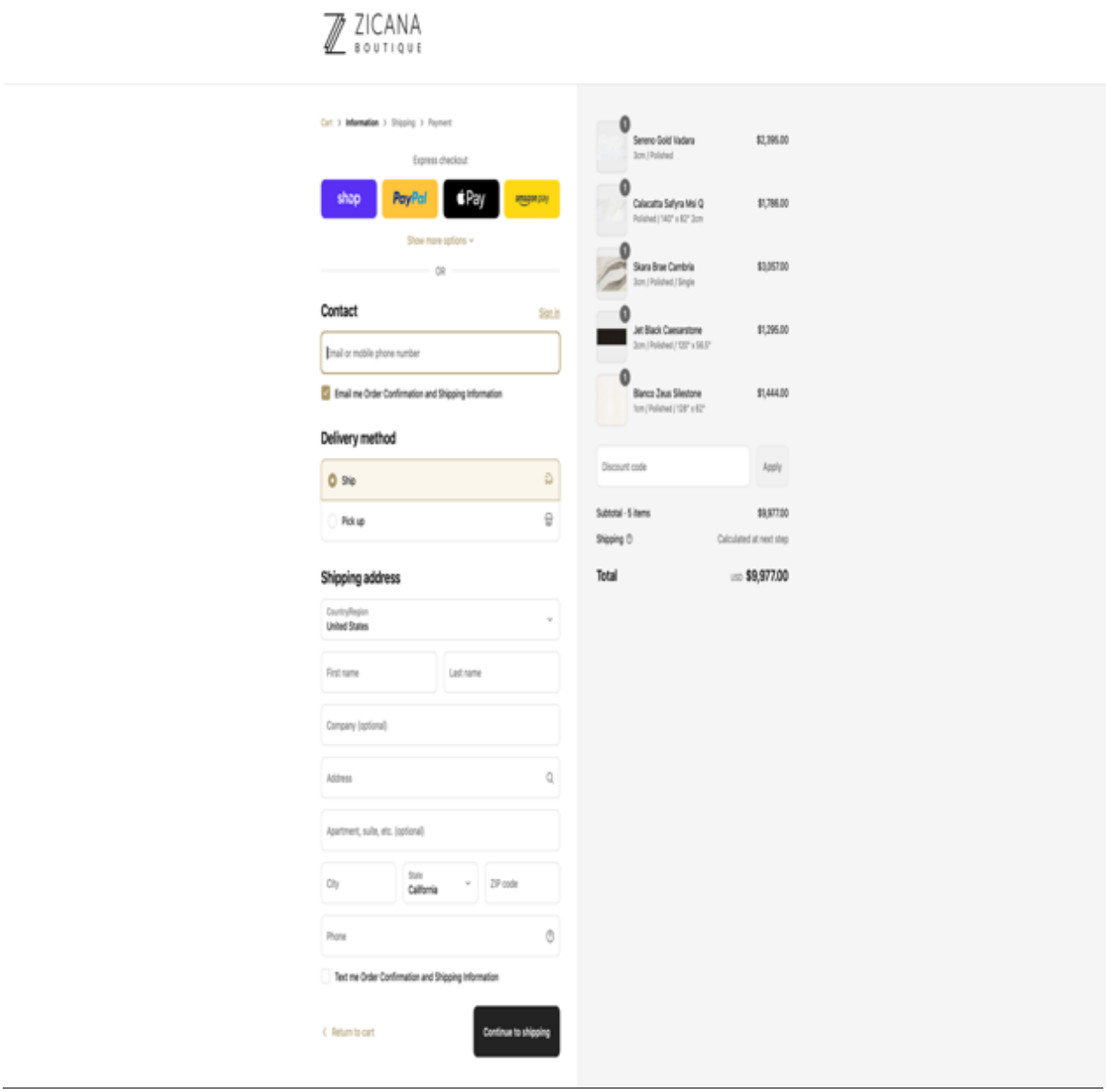
The dropdown menu in the screenshot below displays the range of quartz brands available in their slab collection.

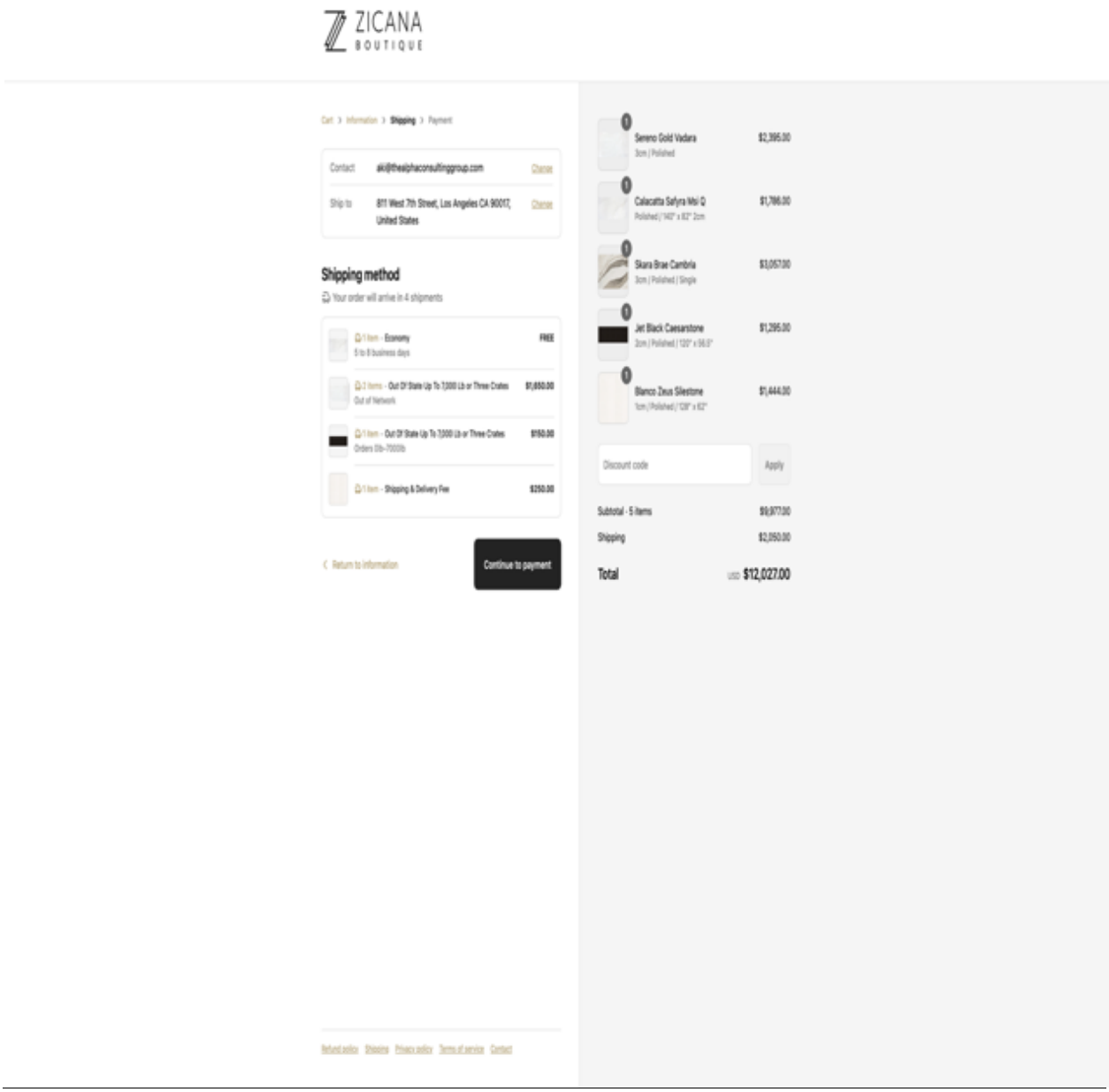


The screenshot below shows that, although they are located exclusively in New York, they drop-ship slabs nationwide.

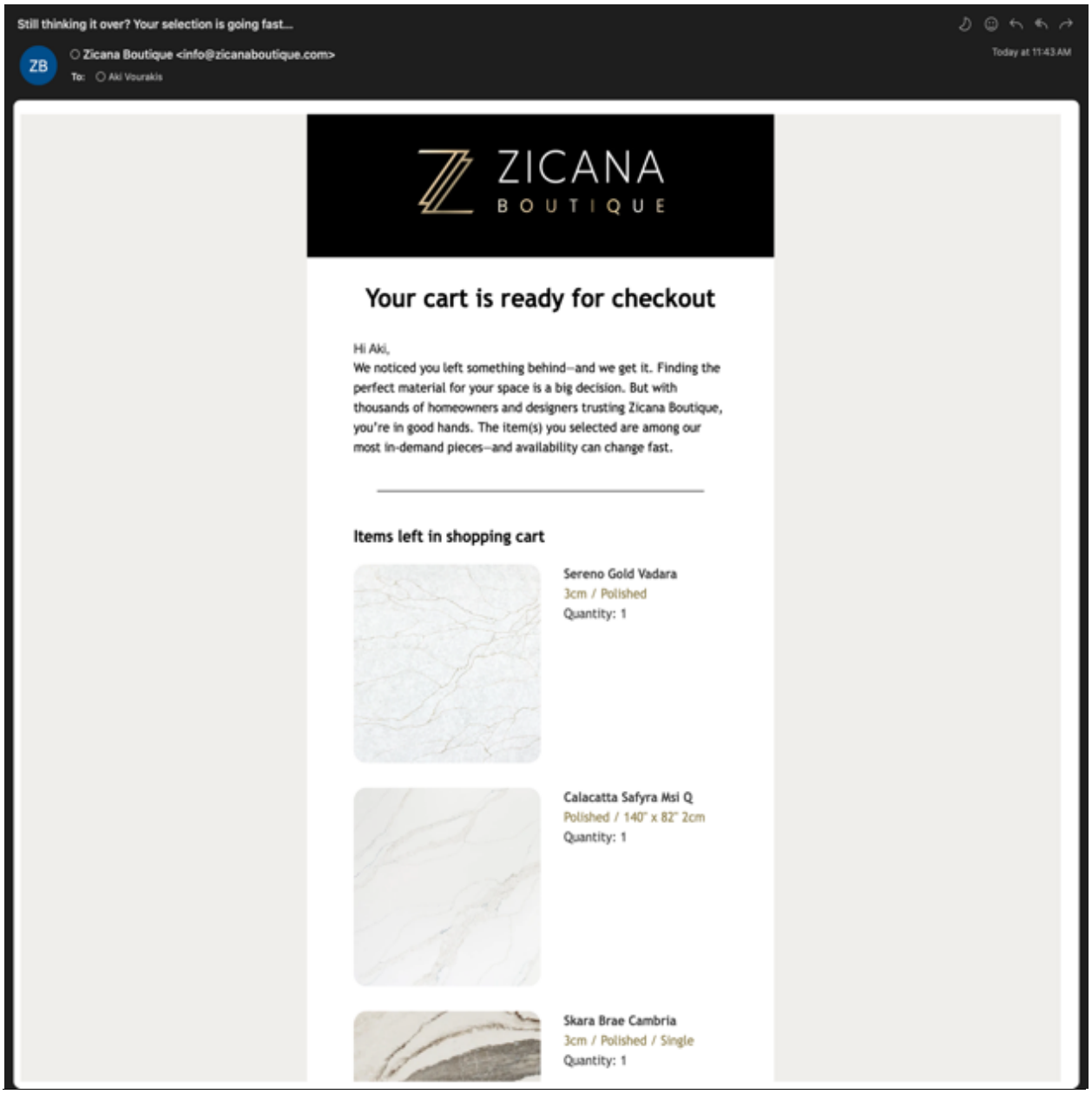


The two checkout screenshots below demonstrate that anyone can purchase quartz slabs directly and have them shipped to any location, including an unsophisticated shop or even their own home. Shipping charges are calculated individually for each brand, with some brands offering free shipping. This suggests that the slabs are being locally drop-shipped directly from the manufacturer, indicating that they are aware of to whom their slabs are being sold.



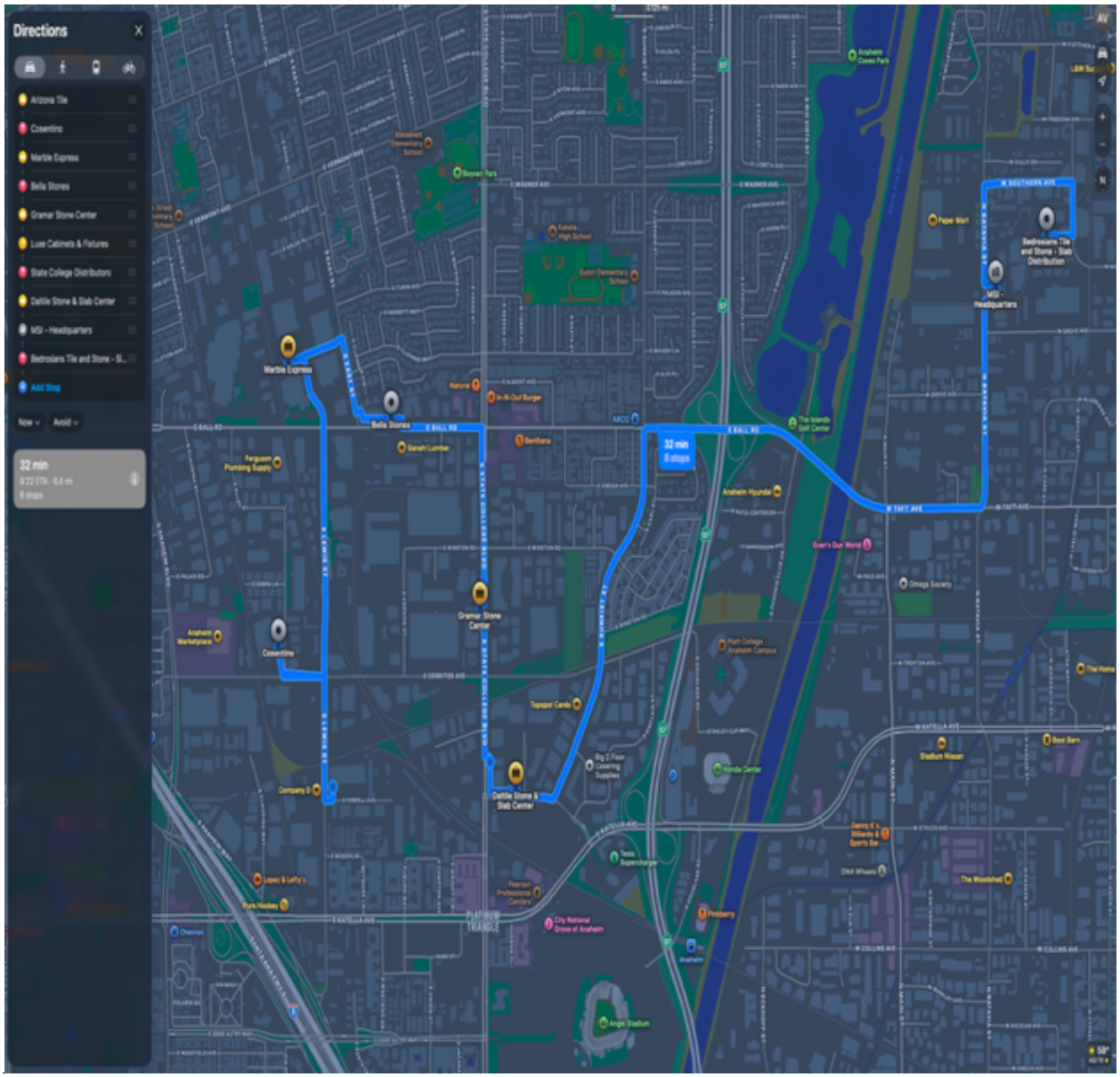

ZICANA
BOUTIQUE
Cart > Information > Shipping > Payment
Contact
ak@thealphaconsultinggroup.com
Change
Ship to
811 West 7th Street, Los Angeles CA 90017, United States
Change
Shipping method
Your order will arrive in 4 shipments
1 item - Economy
5 to 8 business days
FREE
3 items - Out Of State Up To 7,000 Lb or Three Crates
Out of Network
$1,650.00
1 item - Out Of State Up To 7,000 Lb or Three Crates
Orders 0lb-7000lb
$150.00
1 item - Shipping & Delivery Fee
$250.00
Return to information
Continue to payment
Refund policy
Shipping
Privacy policy
Terms of service
Contact
1
Sereno Gold Vadara
3cm | Polished
$2,395.00
1
Calacatta Safyra Mni Q
Polished | 140" x 82" 2cm
$1,786.00
1
Skara Brae Cambria
3cm | Polished | Single
$3,057.00
1
Jet Black Caesarstone
2cm | Polished | 120" x 56.5"
$1,295.00
1
Blanco Zeus Silestone
1cm | Polished | 126" x 62"
$1,444.00
Discount code
Apply
Subtotal · 5 items
$9,977.00
Shipping
$2,050.00
Total
USD $12,027.00

The reminder email clearly states that they are a source for homeowners to purchase slabs directly.



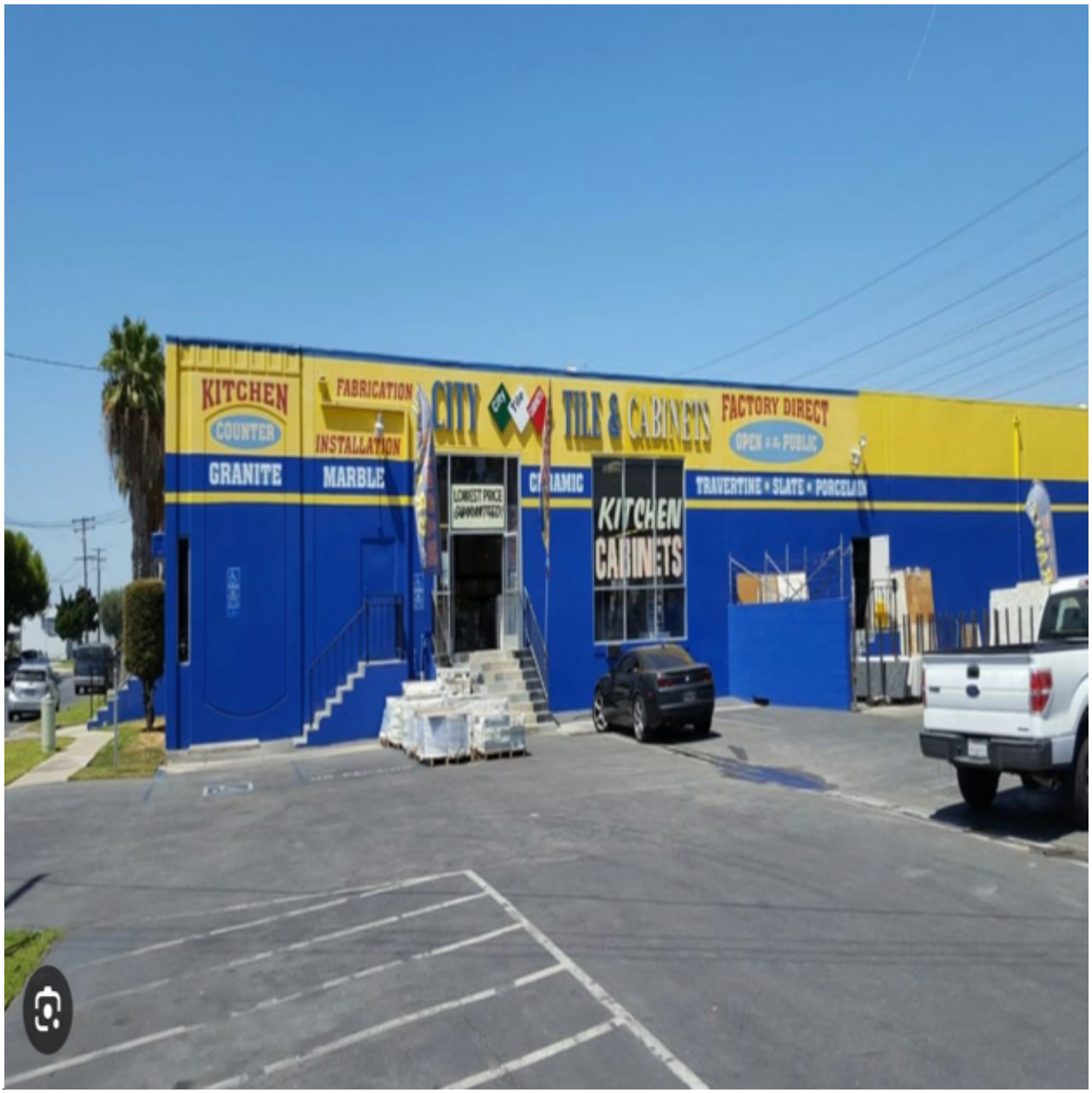
Tile Mile

Manufacturers and suppliers routinely place their artificial stone slabs for sale along State College Boulevard in Anaheim, CA the locally known “Tile Mile” a concentrated retail corridor of slab showrooms, tile dealers, and distributors. The Tile Mile is publicly marketed and commonly used by retail customers, contractors, and homeowners seeking direct purchase. As a result, high-silica products from major manufacturers are readily available to non-certified purchasers instead of being restricted to certified fabricators.




PREMIUM FLOORING OUTLET
• TRAVERTINES
• LIMESTONES
• MARBLE
• GRANITE
• SLATE
• MEDALLIONS


TILE EXPO
SLAB FABRICATION
WOOD
SALE


KITCHEN
COUNTER
FABRICATION
INSTALLATION
GRANITE
MARBLE
CITY
TILE & CABINETS
FACTORY DIRECT
OPEN TO THE PUBLIC
TRAVERTINE • SLATE • PORCELAIN
KITCHEN
CABINETS


1573
ANAHEIM
TILE & MARBLE
LAMINATE
SALTILLO
MARBLE
TILE


Bella Stones Inc.
STONEVIEW USA
MTDKITCHEN
Countertop Installation


StoneStudio
ALHAMBRA Tile & Marble
IMPERIAL TILE & STONE
STONE
WALL TILE
COUNTER TOPS
POSH TILES
STERLING CARPET & FLOORING
LAMINATE
WOOD · TILE


Indoor Slab Yard
Quartzite / Quartz
Porcelain Slabs
Marble
AARONA
RADIANT
MARBLE & GRANITE SLABS
INDOOR SLAB YARD
QUARTZITE
PORCELAIN
QUARTZ
OPEN


THE SLAB YARD
QUARTZ
20% OFF

Major artificial stone manufacturers intentionally distributed artificial stone slabs and pre-fabs through two channels, direct sales to sophisticated fabricators, and a broad indirect channel of third-party distributors, retailers, and e-commerce providers that sell the same slabs to contractors and homeowners. The documents and photographs contained in this report show that the second channel routinely placed slabs into unregulated and unsophisticated environments. Despite knowing the nano-sized high silica and other toxic content of their products and the hazards of fabrication and field fabrication, they continued to advertise, sell and support strategies that expanded market share while providing incomplete, inconsistent, and hard-to-find warnings and training. This conduct foreseeably increased worker exposure to respirable crystalline silica and other toxins.

Order Paperwork

Below is a sales order from Gramar Stone Center showing the direct sale of a quartz slab to a homeowner who used an unlicensed unsophisticated dry shop for his kitchen countertops. If a licensed fabricator were to place this same order direct from the manufacturer, the cost would be $693.65 compared to $1,454.63. By selling directly to homeowners, profits are effectively doubled by cutting out the licensed fabricator, and quartz manufacturers lose control over which fabrication shops handle their products. This practice demonstrates that, by selling through third-party distributors, manufacturers are prioritizing profits over safety. Furthermore, in these scenarios, invoices and other paperwork rarely reach the fabricators, meaning essential safety information is not communicated. Additionally, the safety information provided on Gramar's sales order is only in English, despite the majority of fabricators being Spanish-speaking.

GRAMAR

Gramar Stone Center
1423 S. State College Blvd.
Anaheim, CA 92806
P: 1-714-533-2244 F: 1-714-635-6312
www.gramarstone.com

SaleOrder# **51878**
Date: **1/28/2025**
printed on Tuesday, January 28, 2025 1:53 PM

Sales Order

Bill To:	Ship To:
Vasili Hatziris United States P: 310-456-4493 E: Vasili123@yahoo.com	Pickup Order

Sales Rep	PO #	Payment Terms	Weight	Prepared By
Ben Varol		COD	0 LBS	Ben Varol

Description Serial Number Barcode Bundle Block Supplier Num Location(Bin)	Quantity	Unit Price	Extended
GRAMI01076 / * DISCONTINUED * Misterio 119x55 x 2CM Polished Pental Quartz BQ8815P	1.00 EA	$1,350.00	$1,350.00

Subtotal	$1,350.00
Tax (Sales-Tax - CA 7.75%)	$104.63
Total	**$1,454.63**
Balance Due	**$1,454.63**

Terms and Conditions:

PAYMENT TERMS : We accept payment by credit card, check, wire transfer, or cash. ACH payments and checks will be subject to a waiting period of 10 business days before orders can be released. Zelle payment can be made using the contact information "Gramar Stone Center" and " info@gramarstone.com". A convenience fee of 3% will be added to orders paid by credit card.

All materials are sold in as-is condition. Natural Stone is a product of nature and therefore is subject to variation of colors, shading, veins, markings, and texture, thickness, etc. The typical variation of a stone is dependent upon the type of stone selected. Showroom samples are for representative purposes; current stock or batch might be different than the showroom sample. We extend no guarantees, expressed or implied, as to slipperiness, wear resistance or maintenance procedures. All natural stone is subject to some wearing and/or scratching over time. Food and/or other acids may stain or etch the surface of some stones.

Gramar Stone Center, Inc. is not responsible for materials once it leaves our premises. All materials must be inspected by the person picking up the merchandise prior to leaving the Gramar Stone premises. If for some reason the material is incorrect, the buyer shall notify Gramar Stone Center, Inc. in writing no later than 5 days after receipt of material, or no later than fourteen business days after the original order date, whichever comes first.

Gramar Stone Center, Inc. will only accept full order returns, cancellations, or exchanges made within fourteen (14) days of the purchase date for stock items. Partial returns will not be accepted on any orders. Absolutely no returns, cancellations, or exchanges for special orders, non-stock items, partial orders, and/or installed materials. Installation is acceptance of the materials. All returns must be in original condition and packaging, and are subject to warehouse inspection and approval. All accepted returns, cancellations, or exchanges are subject to a minimum 25% restocking and handling charge. An additional 3% fee will be applied to any refunds issued via credit card. Buyer's copy of Gramar Stone Center, Inc.'s invoice must be presented at all times.

All orders must be picked up no later than 30 days after the invoice date. Orders not picked up in 30 days will be returned to stock and no refund will be issued to the customer. Gramar Stone Center, Inc. is not responsible for hand loading materials; proper equipment is required for picking up material. Vehicles will be loaded at customer's own risk.

Delinquent accounts and accounts past due shall be charged an interest rate of 1.5% per month (18% per annum) or the highest rate allowed by California Law. If legal action is required to enforce the terms of this sale, seller shall be entitled to recover costs and reasonable attorney's fees incidental to any collection activity undertaken, whether a lawsuit is instituted or not. $30.00 fee will be applied to any return checks.

PROPOSITION 65 WARNING: This product can expose you to chemicals including silica, crystalline (airborne particles of respirable size), which are known to the State of California to cause cancer, and lead, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.p65warnings.ca.gov

Always handle in a well-ventilated area and wear a properly fitting appropriate mask when fabricating or processing. Use wet cutting methods to reduce generation of dust.

Health & Safety Warnings and Safety Data Sheet Information can be found on the back of this page, or online at https://www.gramarstone.com/health-safety/ Printed documents are also available upon request. You may opt out of this method of receiving Health & Safety Data Sheets any time by contacting info@gramarstone.com. All slabs are provided with a safety label indicating the risks identified.

Below is billing paperwork from Cosentino, Daltile, and Bedrosians, each selling directly to a general contractor. In these cases, manufacturers and suppliers have no control over which fabrication shops ultimately handle their products. Contractors, interior designers, and kitchen and bath retailers often purchase directly to bypass fabricators, most of the time opting for unsophisticated shops. By selling to these parties, manufacturers and suppliers are prioritizing market share over safety.

In such scenarios, invoices and other paperwork rarely reaches the fabricators or installers, meaning crucial safety information is not communicated. Notably, Bedrosians' order acceptance includes no safety information at all, while the safety information provided by Cosentino and Daltile is only in English, even though the majority of fabricators are Spanish-speaking.

PRO FORMA INVOICE

Sales Order Number: 5240048547
Sales Order Date: 02/16/24

Cosentino - Anaheim
611 E Cerritos Avenue.
ANAHEIM, CA 92805-6324
Phone: 714-520-4100 Fax: 714-917-3829

C & C North America, INC
355 Alhambra Cir Ste 1000
Coral Gables, FL 33134-5006
Phone: 786 686 5060 Fax: 877 532 6394

Bill
To: Yorba Linda Remodel
1010 East Yorba Linda Boulevard
Placentia
California 92870
714-203-1931

Customer ID:
P.O. Number: #Soteres -Yorba Linda|RESERVAT
Container No.:
Payment conditio Payable immediately Due net
Tarif Code:
Customer No.: 437036
Phone No.: 714-203-1931
Fax No.:

Item No.	Description	Type of sale	Unit	Quantity	Unit Price	Variant	Lot No.	Total Price
252795	SLAB DK POL LUCID KC 2CM	HE High-end reside	Square foot	104.50	52.70			5,506.99

Commercial Project?
Contact your Account Manager for additional discounts thay may Apply

Amount Subject to Sales Tax	Amount Exempt from Sales Tax			
5506.99	0.00	USD	Subtotal:	5506.99
			Invoice Discount:	0.00
			Sales Tax:	481.86
			Total:	5988.85

EFFECTIVE JANUARY 1, 2023, PAYMENTS MADE BY CREDIT CARD SHALL BE SUBJECT TO A CONVENIENCE FEE OF 3,5%. CONSEQUENTLY, YOUR PAYMENT BY CREDIT CARD SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS FEE AND AN EXPRESS WAIVER OF ANY CLAIMS WITH RESPECT TO SUCH FEE.

All sales and shipments are subject to the Terms and Conditions below and those contained in any Proposal issued by Seller.

GENERAL TERMS AND CONDITIONS

1. SCOPE & VALIDITY

These General Terms and Conditions apply to any and all orders placed by customers (hereinafter the "Customer" or the "Buyer") of C&C North America, Inc. (hereinafter referred to as the "Company," or the "Seller") products. By placing an order with the Company, the Buyer agrees to be bound by these General Terms and Conditions.

These General Terms and Conditions are in addition to specific terms and conditions provided for in quotations given to the Customer. However, these General Terms and Conditions take precedence, where appropriate, over other specific conditions. The Buyer recognizes that these General Terms and Conditions have been made available to the Buyer prior to commencing any commercial relations with the Company. No variations, changes or additions to these General Terms and Conditions shall be binding unless agreed to in writing by an authorized representative of the Company.

2. PRICES

Excluding any other particular conditions agreed to in writing by the Company, the price offered by the Company will be the price that appears on the Price Guide at the time an order is placed by the Customer. The Company reserves the right to change the prices as often as it requires. The Customer agrees to pay any sales or other taxes levied on or measured by such purchase price, or arising from the use of the product(s) and any parts or maintenance supplied, including without limitation, any additional sales, use, gross receipts, privilege, excise and personal property taxes, unless otherwise specified. Prices do not include any mock-up materials such as model bathrooms or kitchens, additional testing of the stone, or the cost of or the supply of a performance bond unless otherwise noted. The prices listed only include the supply of the products listed on a specific order; no additional services by the the Company is included. A quotation by the Company does not constitute an offer and the Company reserves the right to withdraw or revise such quotation at any time prior to the Company's acceptance of an order.

3. PAYMENT

Payment for the products shall be due as specified in a particular invoice issued to the Customer. Subject to applicable laws, payments made by credit card shall be subject to a convenience fee of 3,5%. Consequently, your payment by credit card shall constitute your acceptance of this fee and constitutes an express waiver of any claims with respect to such fee. In the event of a payment delay by the Customer, the Company may recover the goods and/or commence applicable legal actions. In the event of default of payment (either in total or in part) by the Customer, the Company shall have the right to cancel any outstanding orders, without waiving its rights to collect for non-payment. Further, in the event of any default of any payment, the Buyer agrees to pay all costs of collections including investigations and reasonable attorney's fees. The Buyer further agrees to pay an interest charge of 1.5% per month, or the maximum amount permitted by applicable law, whichever is less, on all past-due balances.

4. PACKAGING AND TRANSPORTATION

Packaging is not included in the prices listed and will be payable by the Customer.

5. DELIVERY; TITLE AND RISK OF LOSS

The product delivery deadlines agreed to with the Customer are subject to being changed, as all deliveries are subject to product availability. For all orders of fabricated product(s), title and risk of loss shall pass to the Buyer upon commencement of landings (by the Seller, the Buyer or any third-party carrier) at the Seller 's facility or other point of shipment. For all orders of non-fabricated products, title and risk of loss shall pass to the Buyer as follows: (a) if the order is for more than or equal to the quantity contained in one standard twenty foot (20 foot) freight container, or an equivalent amount, the title and risk of loss shall pass to the Buyer upon commencement of loading (by the Seller, the Buyer or any third party carrier) at the Seller's facility or other point of shipment; or (b) if the order is for less than one standard twenty-foot (20 foot) freight container, then title and risk of loss shall pass to the Buyer when the products arrive ready for unloading at the Buyer's facility or other designated delivery destination. All sales and shipments are subject to cancellation or delay in the event of strikes, delay of carriers, acts of God, natural disasters, quarry conditions, or other conditions beyond the Seller's control. All shipments of the Seller's products shall be conducted utilizing the Seller's standard Bill of Lading and shall be subject to all Terms and Conditions of same.

6. INSPECTION

The Buyer shall inspect the product(s) within three (3) days of receipt thereof. Claims for discoverable defects after such date will not be accepted. Unless the Buyer notifies the Seller in writing within three (3) days of receipt of materials of any defects or discrepancies, it shall be conclusively presumed, by the Buyer and the Seller, that the product(s) was delivered in good repair, was operable and the Buyer accepts the product(s) as delivered. In no event will any claims be accepted for any reason after material has been fabricated by Buyer or a third party, or installed. The Buyer understands and accepts that stone and products made from stone are subject to veining and slight variances including but not limited to color, shade, particle structure, surface irregularities, or other variances that naturally occur in the stone and shall not be considered defects. The Seller shall not be liable for any faults or inaccuracies to the final product due to errors or inaccuracies in materials or information, provided by the Buyer.

7. **WARRANTIES; LIMITATION OF LIABILITY**

UPON DELIVERY OF A PRODUCT PURCHASED FROM THE SELLER, TO THE EXTENT A WARRANTY IS APPLICABLE FOR SAID PRODUCT, A SPECIFIC MANUFACTURER'S/ SUPPLIER'S WARRANTY LETTER IS PROVIDED TO THE BUYER. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN MADE BY THE SELLER. ANY IMPLIED WARRANTIES OF MECHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE MANUFACTURER'S/SUPPLIER'S WARRANTIES TRANSFERRED HEREUNDER ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED FROM ALL PURCHASES.

THE SELLER'S LIABILITY UPON PURCHASE OF ANY PRODUCT FOR ANY BREACH BY THE COMPANY IS EXPRESSLY LIMITED TO THOSE RIGHTS CONFERRED ON THE BUYER UNDER THE WARRANTIES HEREIN. IT IS HEREBY AGREED THAT THOSE REMEDIES ARE THE BUYER'S EXCLUSIVE AND SOLE REMEDY, AND ANY RIGHT OF THE BUYER TO CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, IS HEREBY EXCLUDED. THE BUYER'S REMEDY IN CASE OF NON-DELIVERY BY THE SELLER SHALL BE LIMITED TO REFUND IN THE AMOUNT OF THE PURCHASE PRICE PAID AND RECEIVED BY THE SELLER. THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES, OR INJURY, EITHER PERSONAL OR BUSINESS, OF ANY KIND TO ANY PREMISES OR PROPERTY ARISING FROM THE USE OF THE PRODUCT(S). THE LIABILITY OF SELLER WILL NEVER EXCEED THAT OF A REFUND OF THE PRODUCT PURCHASED OR THE REPLACEMENT OF THE PRODUCT.

8. PRODUCT WARRANTIES; LABOR CHARGES

If the Buyer fabricates the products, then the Buyer shall promptly service all warranty claims made in accordance with the applicable product warranty in effect from time to time. The Seller will inform the Buyer of the Seller's warranties applicable to certain products as in effect from time to time, and the Seller will pass to the Buyer the appropriate warranty for each product. Where the Buyer serves customers that buy products at the Buyer's place of business, the Buyer shall make the applicable warranties available at the point of sale. In no event shall the Seller be liable for labor, fabrication or installation charges for warranty claims related to the products. The Buyer shall fully indemnify and hold harmless the Seller for claims related to the products. The Buyer shall fully indemnify and hold harmless the Seller for claims regarding the labor, fabrication or installation of the products.

9. ALTERATION, MODIFICATIONS AND ATTACHMENTS

Any alterations, additions, improvements, or attachments on the product(s) not authorized in writing by the Company shall be solely at the Buyer's expense and risk. To the extent that any alteration, addition, improvement, modification, fabrication or installation affects the operation of the product(s), every warranty, including without limitation, the implied warranty of merchantability, shall be deemed waived by the Buyer and be null and void, and the Seller shall have no further obligations to the Buyer hereafter.

10. APPLICABLE LAW

These General Terms and Conditions shall be governed by the laws of the State of Florida. The United Nations Convention of Contracts for the International Sale of Goods is hereby excluded.

11. SPECIAL ORDERS

All custom-made items are considered Special Orders. All Special Orders are non-cancelable and require a 50% non-refundable deposit. Returns are not accepted for Special Orders.

12. STOCKING ITEMS

Subject to the Seller's prior inspection and acceptance, stocking items may be returned within ninety (90) days from the date of the delivery, provided that returns are received in its original condition within such period. Returns received within thirty (30) days from the date of delivery may be subject to a 25% restocking fee at the Seller's sole discretion. An automatic 25% restocking fee shall apply for any returns received between thirty-one (31) to ninety (90) days from the date of the delivery. No returns will be accepted after (90) days of delivery.

13. STORAGE

If product(s) are held in the Seller's possession because of the Buyer's refusal or inability to take possession or because of failure to pay has resulted in demurrage, the Buyer shall pay as storage and/or demurrage charges, $250.00 per day.

14. HEALTH AND SAFETY REQUIREMENTS

The Buyer will at all times comply with all applicable regulations concerning the application, handling, storage, manufacturing and use of the products marketed and sold by the Company. The Buyer is aware that the manufacturing/fabrication of the product, particularly through dry cutting, emits dust particles, including respirable crystalline silica, which may cause silicosis and other respiratory illnesses. The Company recommends that manufacturers and fabricators take all preventive measures required, including wet performance in the following activities: cutting, calibrating, polishing and finishing touches. To ensure safe handling of the products, the customer should refer to the good practices guide and the safety sheet available at www.cosentino.com or by making a request to prevencion@cosentinogroup.net.

The main prevention measures include but are not limited to (i) removing or minimizing the production of dust by always using machinery that provides abundant water; (ii) preventing or minimizing dust from entering the atmosphere by using extraction systems located at the dust generation points; (iii) refraining from sweeping or cleaning the equipment and work areas with damp cleaning materials or with industrial hoovering methods; (iv) regularly checking exposure to respirable crystalline silica particles; (v) using personal protection equipment appropriate for P3- or FFP3-type dust; (vi) introducing a specific healthcheck system

Should the Customer resell the product, he or she will be required to supply the health and safety information under the same terms as those described above.

The Customer will be solely liable, and will hold harmless the Company, for damages arising from improper use, storage, preservation, or handling of the products. To this end, the Company has provided the Customer with all necessary documentation and instructions for the safe and proper use of the products.

15. INDUSTRIAL PROPERTY RIGHTS OF COSENTINO GROUP

The Customer hereby recognizes that the trademarks and tradenames of the Company's products belong solely and exclusively to the Company, and the Customer may not make any claim or hold any rights with respect to these. The trademarks and tradenames will be used by the Customer solely for commercial purposes and under all circumstances will comply with the guidelines and requirements provided by the Company. The Customer agrees to not register, or to request the registration of, any Company names, trademarks, tradenames, Internet domain names or any other form of intellectual property similar to the trademarks and tradenames that identify the Company in any way that may lead to confusion.

16. PARTIAL INVALIDITY

Should any of the clauses of these General Terms and Conditions be declared invalid or partially invalid in any of the jurisdictions in which they apply, the clauses not affected will remain in full force and effect.

17. ENTIRE AGREEMENT

This document and any proposal issued by the Seller ("Agreement") constitute the entire Agreement between the Buyer and Seller. The Agreement is intended as a complete and exclusive statement of the parties' terms and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Agreement. **THE SELLER HEREBY REJECTS ANY AND ALL ADDITIONAL OR CONFLICTING TERMS OR CONDITIONS CONTAINED IN THE BUYER'S PURCHASE ORDER, OTHER BUSINESS FORMS OR ANY ATTEMPTED MODIFICATIONS OF THE AGREEMENT'S TERMS AND CONDITIONS.** No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the product(s) sold. No waiver of any provision of the Agreement shall be deemed to have been made unless set forth in writing and signed by the parties hereto. Waiver by the Seller of any provision hereof in once instance shall not constitute a waiver as to any other instance.

daltile

ORDER ACCEPTANCE

THIS IS NOT AN INVOICE

Order No. Y142313773D

PAGE 1

SOLD TO
YORBA LINDA REMODEL
1010 E YORBA LINDA BLVD APT 1094
PLACENTIA, CA 92870-3731
Phone: 714-463-1100
Fax:
CONTACT: JOHN AGEE

SHIP TO
CUSTOMER PICKUP AT SSC

SSC #: 380

SHIP FROM
STN Anaheim, CA
2091 E HOWELL
ANAHEIM, CA, 92806-6010
714 937 8951
714 937 8935

ACCOUNT NUMBER	CUSTOMER PO#	SALESMAN NUMBER	ORDER DATE
107565 540	JOHN AGEE	901	06/26/24
	JOB NAME	**ORDER TYPE**	**CUSTOMER CLASS**
	COREY 714-330-4359	REGULAR	01A

LINE #	QUANTITY / UOM	ITEM NUMBER / DESCRIPTION	PRICE	DISCOUNT % / Price Record	SHIPPED VIA / Freight Terms	NET PRICE	EXTENDED AMOUNT	CARTONS FULL	CARTONS PARTIAL	WEIGHT REQUESTED
1	65.83 SF	Q801SLAB3/41L 2CM SLAB POL Q801 TAJ MAHAL Slab ID:3475636 LxW:120.00x79.00 Document No:I052386TG207		LOC:IH14	Pickup					789.96 06/26/24
2	65.83 SF	Q801SLAB3/41L 2CM SLAB POL Q801 TAJ MAHAL Slab ID:3475637 LxW:120.00x79.00 Document No:I052386TG208		LOC:IH14	Pickup					789.96 06/26/24
3	56.44 SF	CM1464127F1SL1L 12MM 127X64 GLSS FC1 CM14 ONYX GALAXY Slab ID:2466109 LxW:127.00x64.00 Document No:G060K13EC105		LOC:BOL3	Pickup					359.52 06/26/24

SUBTOTAL:
County Tax (1.25%)
District Tax (0.5%)
State Tax (6.0%)
TAXES(Total):
Transportation and Energy Surcharge
TOTAL CHARGES:
GRAND TOTAL:
PENDING AMOUNT:
DEPOSIT AMOUNT:
BALANCE DUE:

* DENOTES LINES IN AN OUT-OF-STOCK CONDITION

ENTERED BY	PACKED BY	CHECKED BY	LOADED BY
CADAVOM4CP			

"We hereby accept your order for the items set forth herein subject to our published Prices, Terms and Conditions of Sale, now in effect, which are hereby made part thereof and incorporated herein by reference with the same force and effect as if fully set forth herein except that the prices stated herein may be changed under certain conditions as therein set forth to conform with our published prices in effect at the time of shipment."

PAST DUE CHARGES ARE SUBJECT TO A SERVICE CHARGE OF 1% PER MONTH (12% ANNUAL RATE) OR MAXIMUM LEGAL UNDER APPLICABLE STATE LAWS, WHICH EVER IS LESS.

⚠ WARNING: This product can expose you to chemicals known to the State of California to cause cancer, including crystalline Silica (airborne particles of respirable size) in dust created if the product is dry cut/ground/polished or pulverized during fabrication/installation/removal. For more information, go to www.P65Warnings.ca.gov.

RETURN POLICY
DAL TILE CORPORATION WILL BE HAPPY TO ACCEPT YOUR RETURNS SUBJECT TO THE FOLLOWING CONDITIONS:

(1) ALL RETURNS MUST HAVE THE SALES SERVICE CENTER MANAGER'S PRIOR APPROVAL. (2) ALL RETURNS MUST BE ACCOMPANIED BY A RECEIPT. (3) RETURNS MUST BE WITHIN 30 DAYS OF PURCHASE. (4) FLAT TILE MUST BE IN FULL, CLEAN, UNSOILED, UNDAMAGED CARTONS. TRIM MAY BE RETURNED BY THE PIECE. (5) ALL RETURNS ARE SUBJECT TO A 25% HANDLING CHARGE. (6) SALES OF NON-STOCK, NON-STANDARD, SPECIAL ORDER ITEMS, INSTALLATION PRODUCTS AND TOOLS ARE FINAL. THANK YOU!

daltile

ORDER ACCEPTANCE

THIS IS NOT AN INVOICE

Order No. Y142313773D

SOLD TO
YORBA LINDA REMODEL
1010 E YORBA LINDA BLVD APT 1094
PLACENTIA, CA 92870-3731
Phone: 714-463-1100
Fax:
CONTACT: JOHN AGEE

SHIP TO
CUSTOMER PICKUP AT SSC

SSC #: 380

SHIP FROM
STN Anaheim, CA
2091 E HOWELL
ANAHEIM, CA, 92806-6010
714 937 8951
714 937 8935

ACCOUNT NUMBER	CUSTOMER PO#	SALESMAN NUMBER	ORDER DATE
107565 540	JOHN AGEE	901	06/26/24
	JOB NAME COREY 714-330-4359	**ORDER TYPE** REGULAR	**CUSTOMER CLASS** 01A

LINE #	QUANTITY / UOM	ITEM NUMBER / DESCRIPTION	PRICE	DISCOUNT % / Price Record	SHIPPED VIA / Freight Terms	NET PRICE	EXTENDED AMOUNT	CARTONS FULL	CARTONS PARTIAL	WEIGHT REQUESTED
					TOTAL WEIGHT(LBs)					1,939.44

ENTERED BY	PACKED BY	CHECKED BY	LOADED BY
CADAVOIN4CP			

"We hereby accept your order for the items set forth herein subject to our published Prices, Terms and Conditions of Sale, now in effect, which are hereby made part thereof and incorporated herein by reference with the same force and effect as if fully set forth herein except that the prices stated therein may be changed under certain conditions as therein set forth to conform with our published prices in effect at the time of shipment."

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BEDROSIANS TILE & STONE

2176 N Pacific St. Orange CA 92865-2614

Phone 7143639705

Store No:127

ORDER ACCEPTANCE

Total Weight: 1755.12 LB

Order No W394188635333



Bill To

Yorba Linda Remodel

1010 E Yorba Linda Blvd Apt 1094

Placentia, Ca 92870-3731

7144631100

Project/Job: DELANEY RYAN

Ship To

Ship Via: W/C

Order Info

Order Date: 10/9/24

Customer PO:

Sales No:

Customer No: 1007435

Payment Term CASH

Order Note

Line No	Item	Lot	Weight	Std Price	Unit Price	Ord Qty	Discount	Total
1	QTZTAJMAHSLAB2P (Taj Mahal 2cm Polished Quartzite)		1755.12 LB		$47.02/SF	146.26 SF	457.79	6,877.15

All Natural Stone Must Be Sealed Adequately, And Maintained Over Time, With The Proper Sealer For The Specific Type Of Stone As Well As The Application. Uncovered Outdoor Installation Of Stone May Modify The Color And Finish - Wet Fabrication Only.

Note:

N1C3UY38037 135.00 IN. X 78.00 IN. 73.13 SF

N1C3UY38038 135.00 IN. X 78.00 IN. 73.13 SF

Terms and Conditions

Your signature confirms that you understand all listed product requirements and recommendations. Installation constitutes complete acceptance of the product.All orders are non-cancelable, non-refundable, and non-returnable.Resellers are responsible for notifying their customers of all pertinent information. This order is subject to Bedrosians' Terms and Conditions: www.bedrosians.com/policies

Signature **Name**

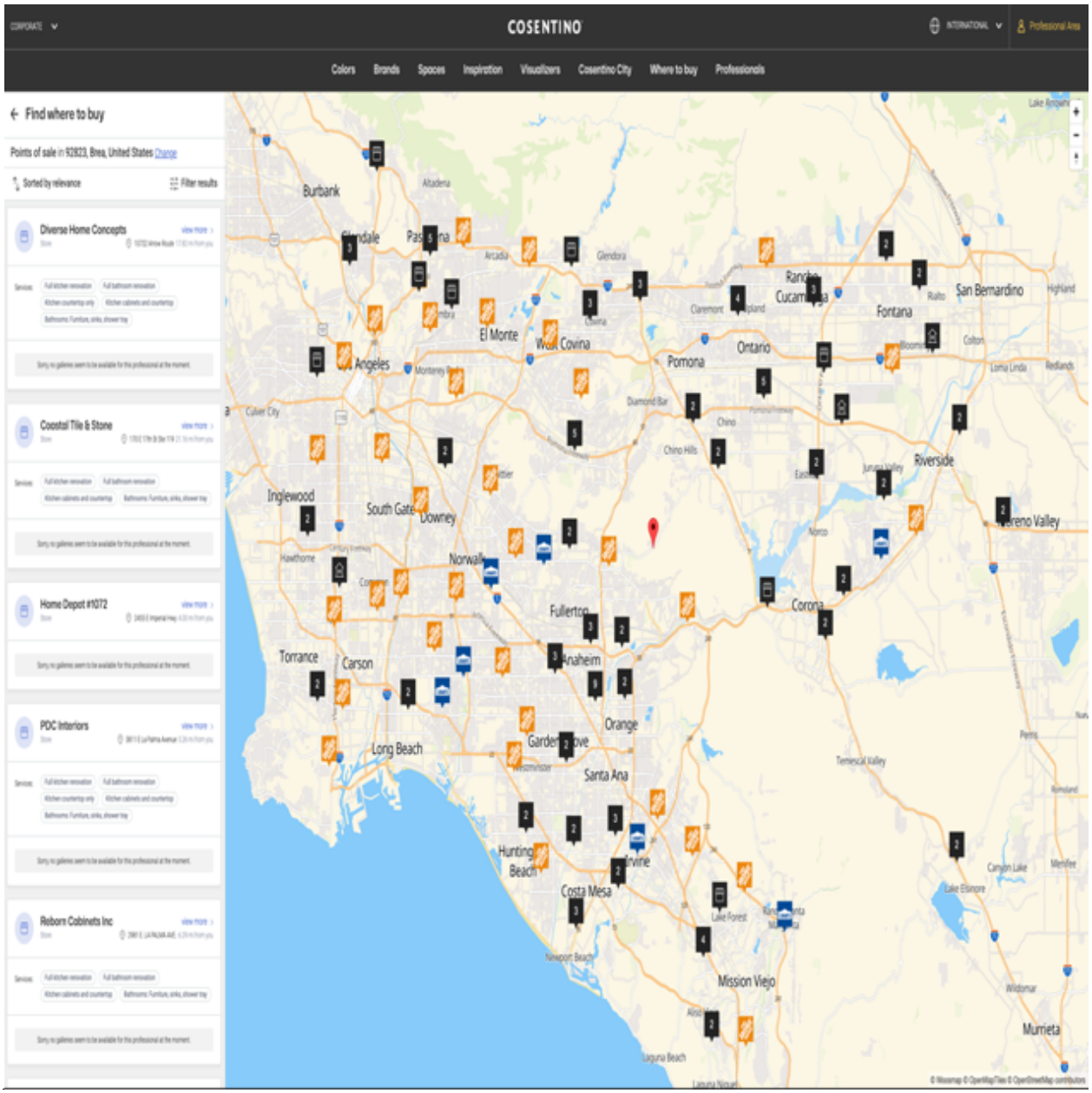
Payment:

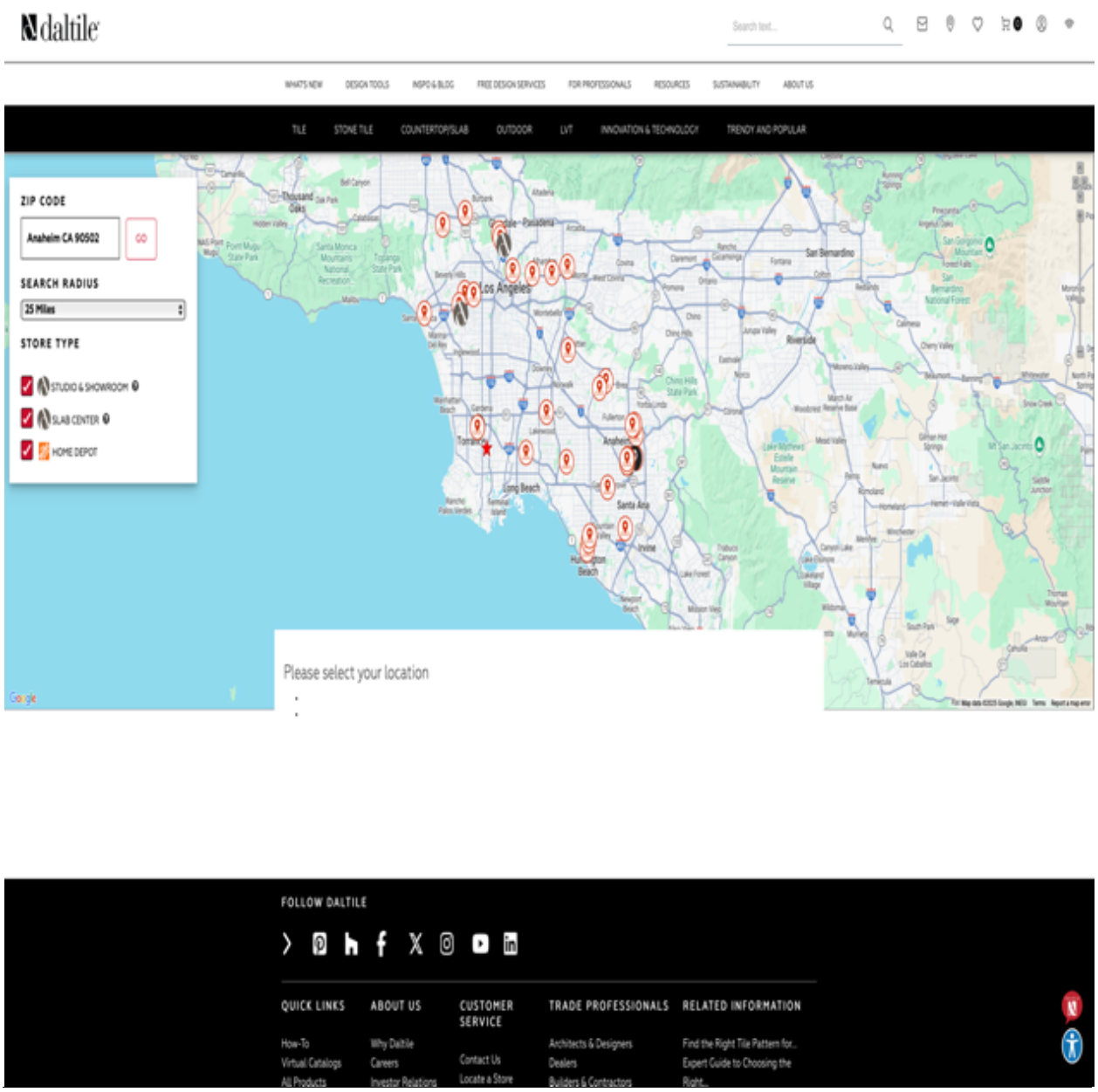
Misc Charges:

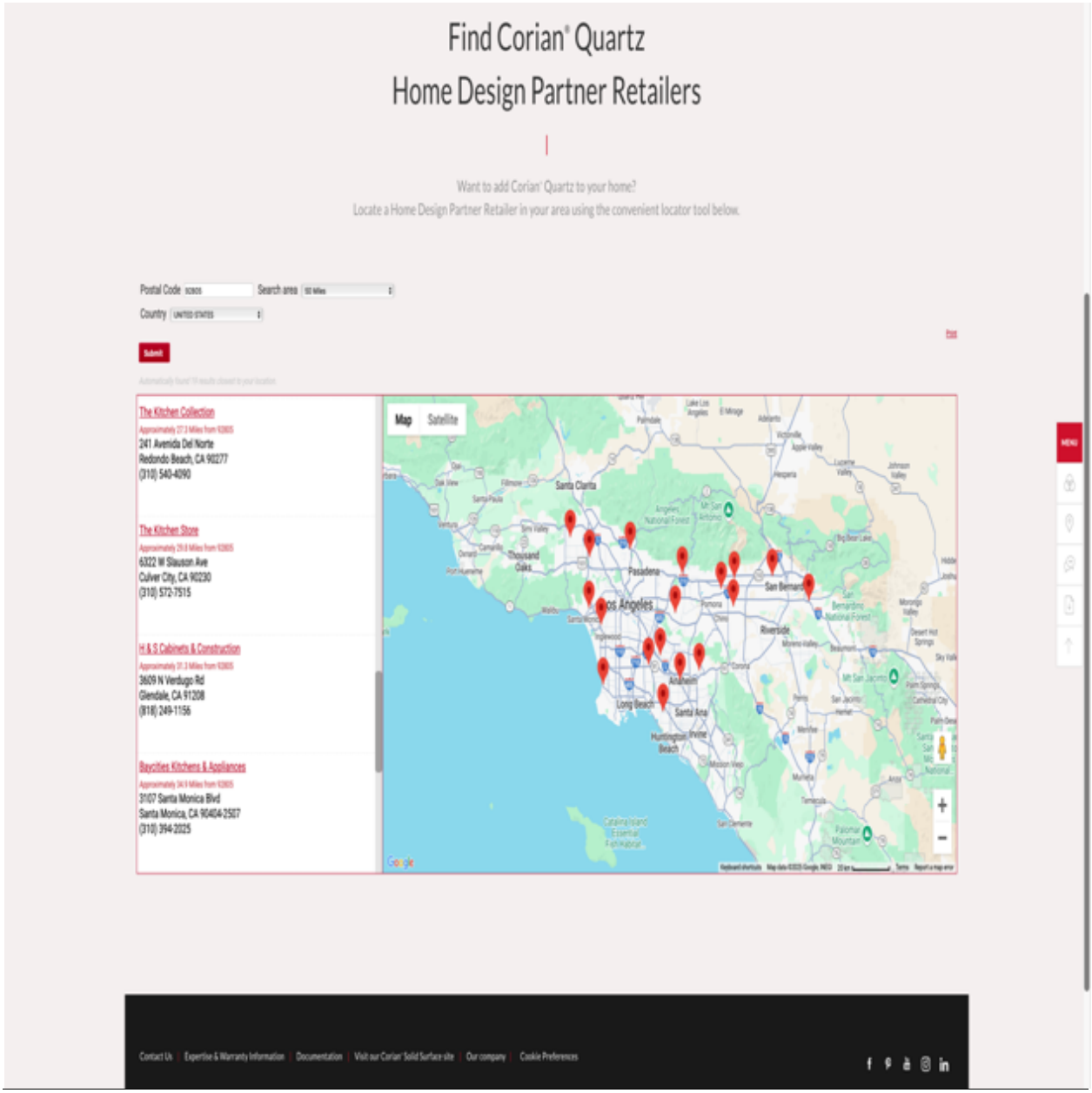
Subtotal:	6,877.15
Tax:	532.98
Misc Charges	0.00
Order Total:	**7,410.13**
Amount Due:	7,410.13
Savings:	457.79

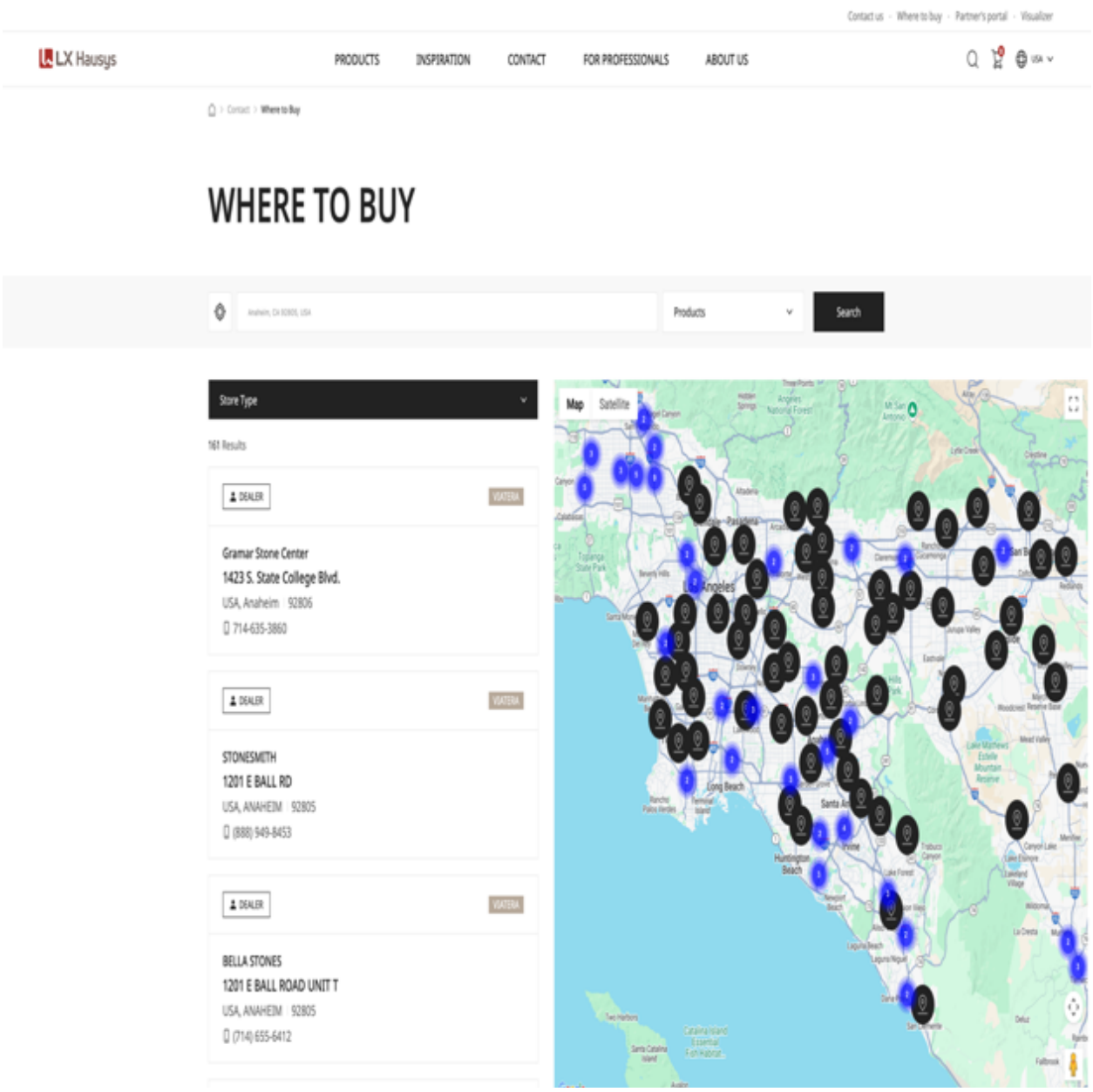
Where to Buy

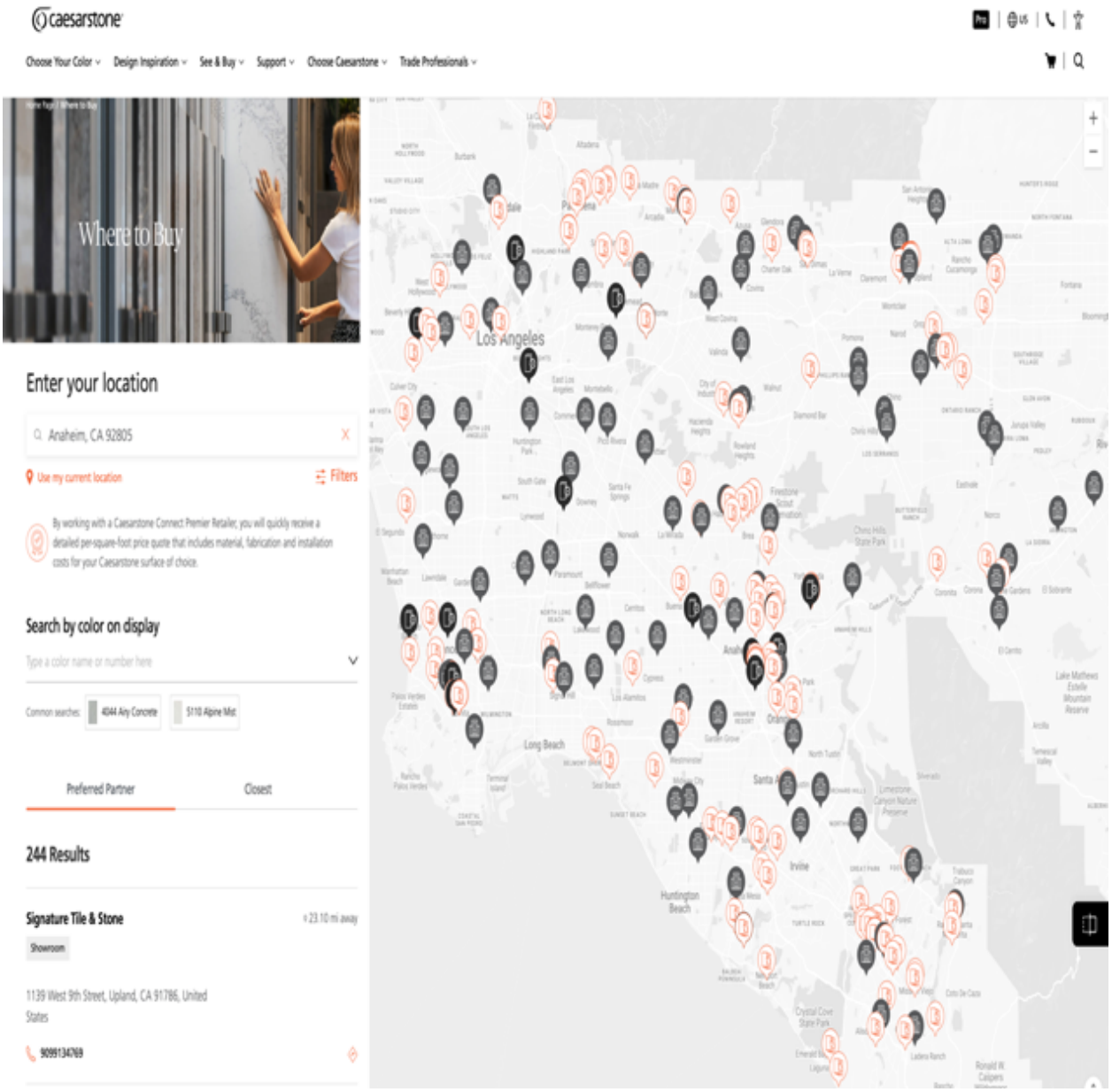
Below are screenshots of the “Where to Buy” pages from the websites of Cosentino, Daltile, Dupont, LG, and Caesarstone, all of which reference kitchen and bath retailers. When quartz products are sold through retailers, manufacturers cannot control which fabrication shops ultimately handle their materials. As a result, their slabs often end up in unsophisticated shops.




daltile
WHATS NEW
DESIGN TOOLS
INSPO & BLOG
FREE DESIGN SERVICES
FOR PROFESSIONALS
RESOURCES
SUSTAINABILITY
ABOUT US
TILE
STONE TILE
COUNTERTOPS/SLAB
OUTDOOR
LVT
INNOVATION & TECHNOLOGY
TRENDY AND POPULAR
ZIP CODE
Anaheim CA 90502
GO
SEARCH RADIUS
25 Miles
STORE TYPE
STUDIO & SHOWROOM
SLAB CENTER
HOME DEPOT
Los Angeles
Riverside
San Bernardino
Long Beach
Santa Ana
Irvine
Please select your location
FOLLOW DALTILE
QUICK LINKS
How-To
Virtual Catalogs
All Products
ABOUT US
Why Daltile
Careers
Investor Relations
CUSTOMER SERVICE
Contact Us
Locate a Store
TRADE PROFESSIONALS
Architects & Designers
Dealers
Builders & Contractors
RELATED INFORMATION
Find the Right Tile Pattern for...
Expert Guide to Choosing the Right...


Find Corian® Quartz
Home Design Partner Retailers
Want to add Corian® Quartz to your home?
Locate a Home Design Partner Retailer in your area using the convenient locator tool below.
Postal Code
Search area
Country
Submit
The Kitchen Collection
241 Avenida Del Norte
Redondo Beach, CA 90277
(310) 540-4090
The Kitchen Store
6322 W Slauson Ave
Culver City, CA 90230
(310) 572-7515
H & S Cabinets & Construction
3609 N Verdugo Rd
Glendale, CA 91208
(818) 249-1156
Baycities Kitchens & Appliances
3107 Santa Monica Blvd
Santa Monica, CA 90404-2507
(310) 394-2025
Map
Satellite
Santa Clarita
Pasadena
Los Angeles
Anaheim
Long Beach
Santa Ana
Irvine
Riverside
Contact Us
Expertise & Warranty Information
Documentation
Visit our Corian® Solid Surface site
Our company
Cookie Preferences


Contact us · Where to buy · Partner's portal · Visualizer
LX Hausys
PRODUCTS
INSPIRATION
CONTACT
FOR PROFESSIONALS
ABOUT US
USA
Contact > Where to Buy
WHERE TO BUY
Products
Search
Store Type
161 Results
DEALER
VIATERA
Gramar Stone Center
1423 S. State College Blvd.
USA, Anaheim 92806
714-635-3860
DEALER
VIATERA
STONESMITH
1201 E BALL RD
USA, ANAHEIM 92805
(888) 949-8453
DEALER
VIATERA
BELLA STONES
1201 E BALL ROAD UNIT T
USA, ANAHEIM 92805
(714) 655-6412
Map
Satellite
Los Angeles
Long Beach
Santa Ana
Huntington Beach
Irvine
Catalina Island



Prior to around 2008, artificial stone slab manufacturers and distributors sold exclusively to vetted and licensed certified fabricators. However, in an effort to control and expand their reach to gain market share, it became common practice for them to sell directly to contractors, interior designers, kitchen and bath retailers, and third-party suppliers who in turn sell to less sophisticated fabrication shops and homeowners.

Slab Labels

Manufacturers and suppliers of artificial stone quartz slabs/pre-fabs failed to provide adequate warnings, material safety data sheets (MSDS), or instructions necessary to inform fabricators and installers of the well-known, foreseeable, and severe health hazards associated with respirable crystalline silica (RCS) and other toxins generated during routine fabrication and installation tasks, including when using recommended engineering and controls that are adequate for natural stone, and that dry cutting is exceptionally hazardous and potentially fatal.

NIOSH documents the detailed engineering controls (LEV, sheet-water systems, controlled flow rates, tool-specific shrouds, dust extractors) required to reduce exposures, none of which appeared in typical manufacturer warnings during the relevant period.

Had appropriate warnings been provided, along with clear instructions regarding required engineering controls, PPE, and prohibited practices, in my opinion, it is more likely that exposed workers would have reduced their silica and other toxic exposures. Instead, misleading information was provided.

Fabricators typically do not see slab labels before or during fabrication because labels are often removed during receiving and inspection or discarded as cutting begins. Even if manufacturers later updated labels to include silica and other toxic warnings, these changes would not have been apparent to fabricators or shop owners who were already familiar with the product, unless the manufacturers or suppliers provided specific, proactive notice of the updated warnings. As a fabrication shop owner, meaningful awareness of the risk to me would have required clear, explicit, and prominent warnings stating that the product contained high levels of crystalline silica and other toxins and that fabrication of the material whether dry or wet could lead to serious illness or death. Effective warnings would also have needed to communicate that even with sophisticated wet-cutting systems, airborne exposures can still exceed permissible exposure limits (PEL), thereby requiring comprehensive engineering controls, air monitoring, and respiratory protection. Without such direct and realistic disclosures,

owners had no reasonable opportunity to understand, train for, or protect their employees against the extreme hazards associated with artificial stone.

It is my expert opinion that quartz manufacturers and suppliers failed to provide adequate warnings or instructions regarding the hazards of respirable crystalline silica and other toxins generated during the use of their artificial stone products. As a result, fabricators and installers were routinely performing high-hazard tasks with no awareness of the risk.

This failure prevented employers and workers from understanding the severity of the risk and implementing the protections necessary to be as safe as possible. As a result, workers such as the plaintiff were exposed to dangerous silica dust.

Below are photos of slabs at various manufacturers' and suppliers' warehouses, none of which display any warning labels, instructions, or (MSDS) on their products. The photos of MSI slabs specifically show materials delivered to ASW for fabrication as part of a large commercial project.

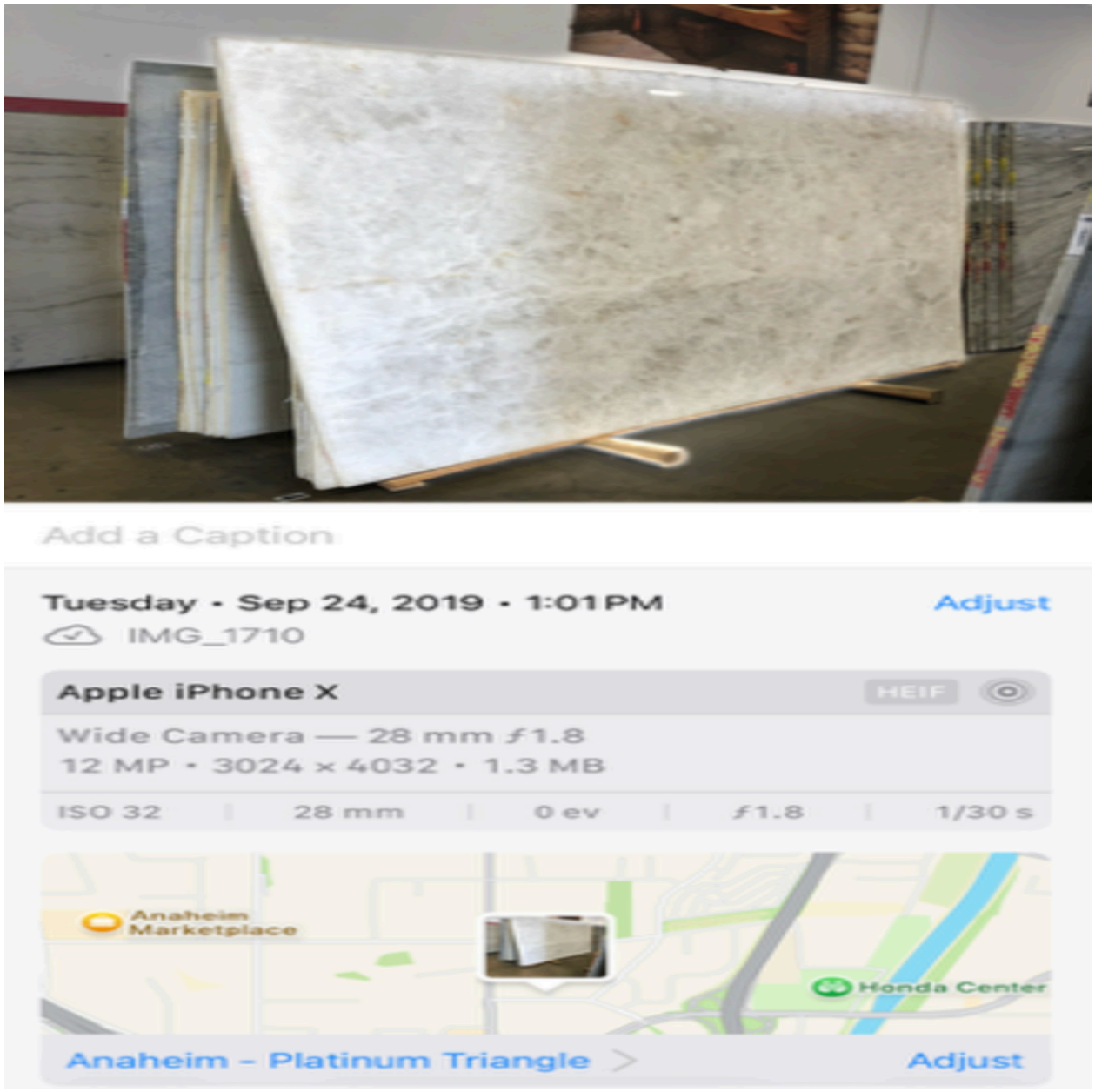
Daltile Slabs



Quartzite Slab Without Any Safety Warnings Labels



Daltile Stone Center in Anaheim



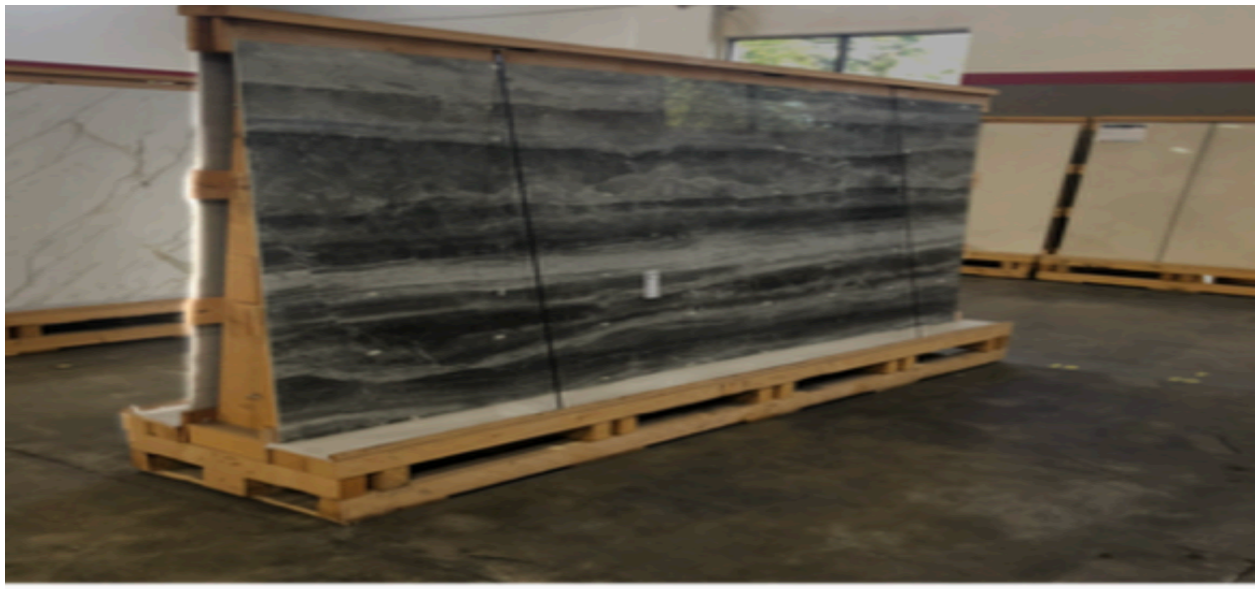
Time Stamp: September 24th, 2019



Porcelain Slab Without Any Safety Warnings Labels



Daltile Stone Center in Anaheim



Add a Caption

Friday • May 24, 2019 • 3:12 PM Adjust

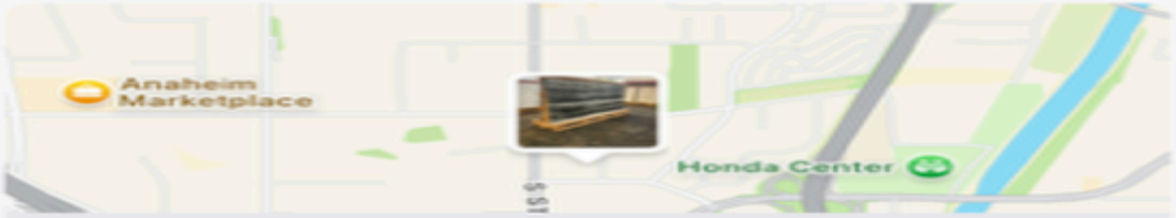
IMG_4751

Apple iPhone X HEIF

Wide Camera — 28 mm ƒ1.8

12 MP • 3024 × 4032 • 1.4 MB

ISO 40 | 28 mm | 0 ev | ƒ1.8 | 1/20 s



Time Stamp: May 24th, 2019

MSI Slabs



Quartz Slabs Without Any Safety Warnings Labels



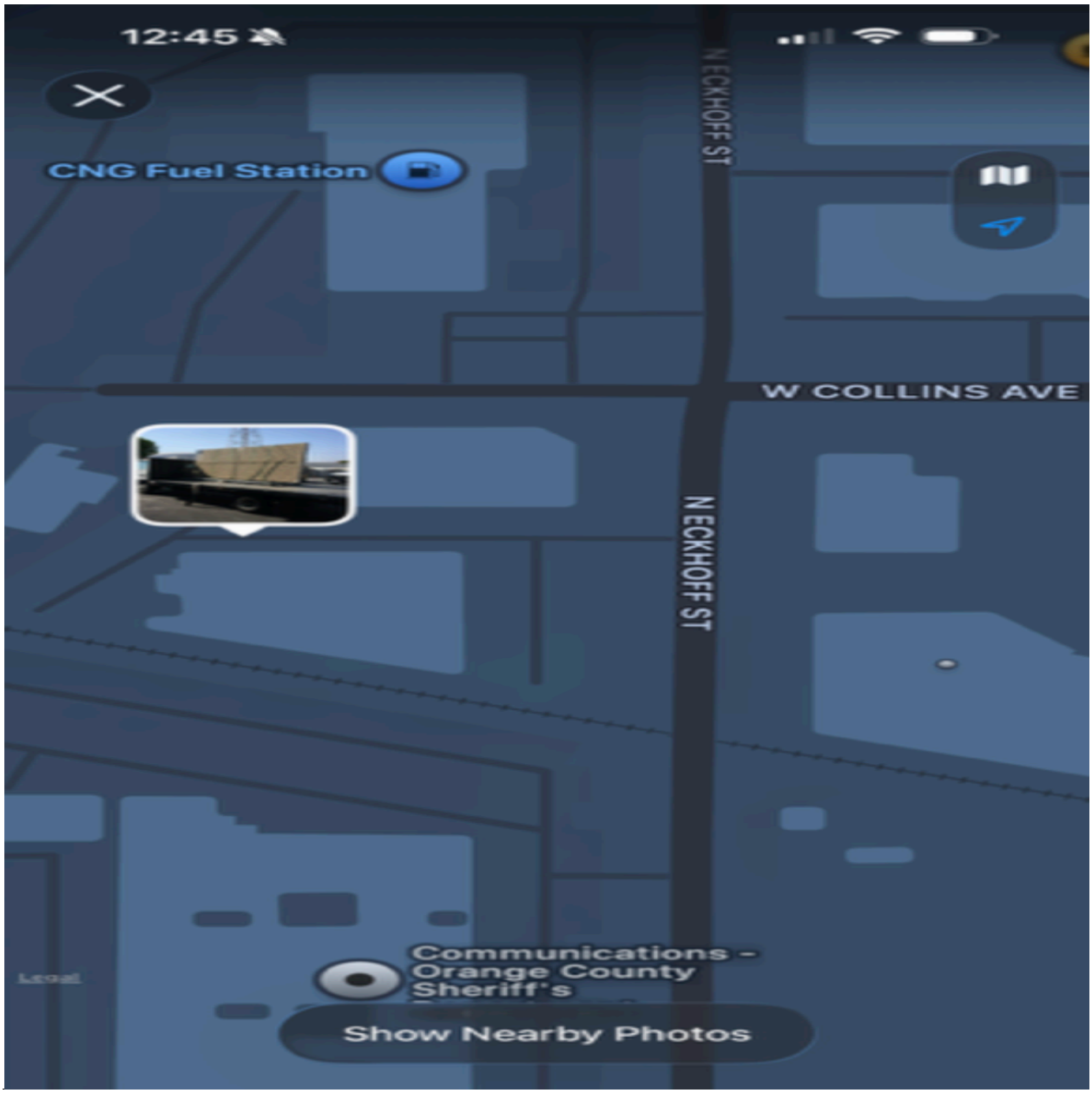
Quartz Slab Label Without Any Safety Warnings



Backside of Quartz Slab Without Any Safety Warnings Labels



Quartz Slab Labels Without Any Safety Warnings



ASW in Orange, CA



Time Stamp: August 15th, 2018

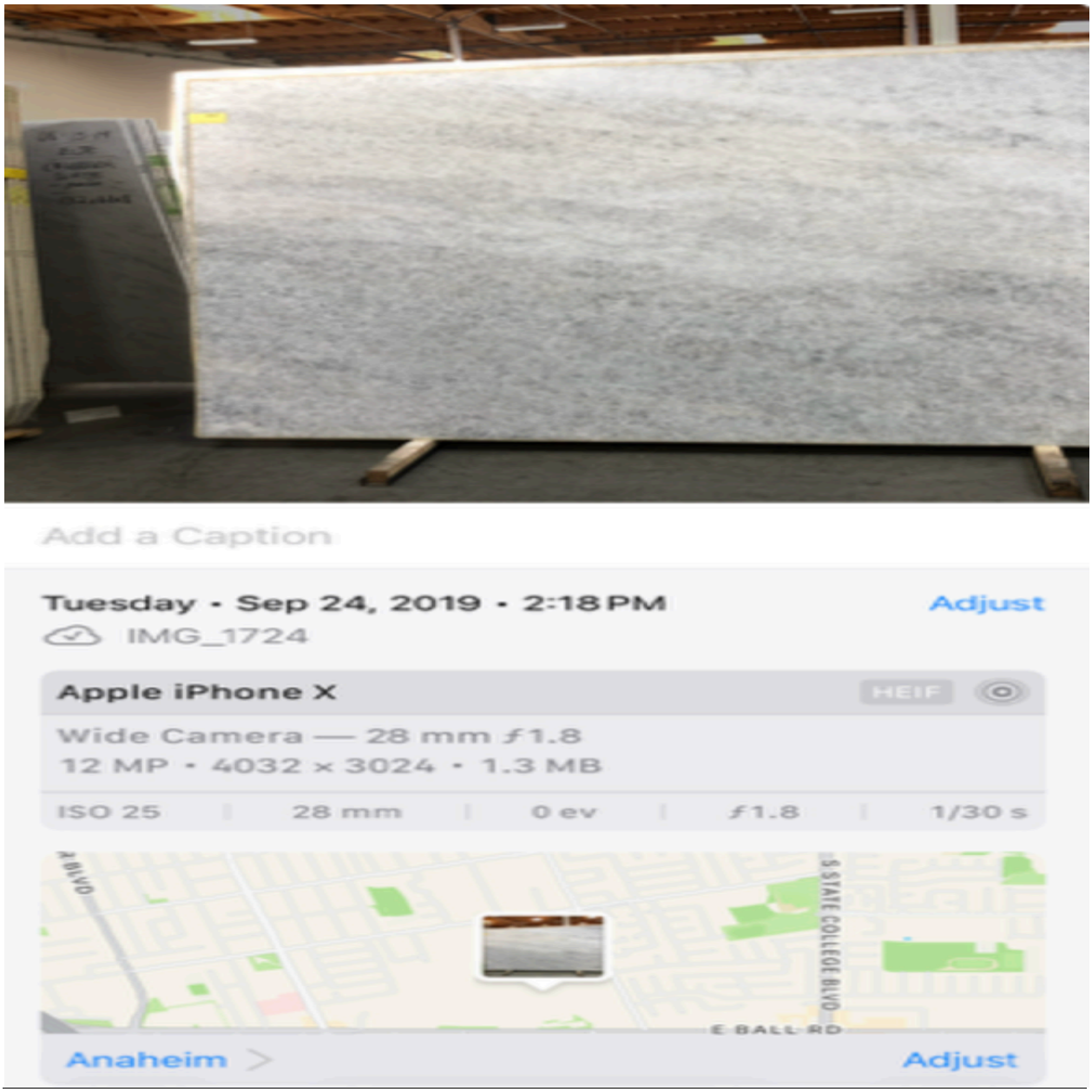
Marble Express Slabs



Quartzite Slab Without Any Safety Warnings Labels



Marble Express in Anaheim, CA



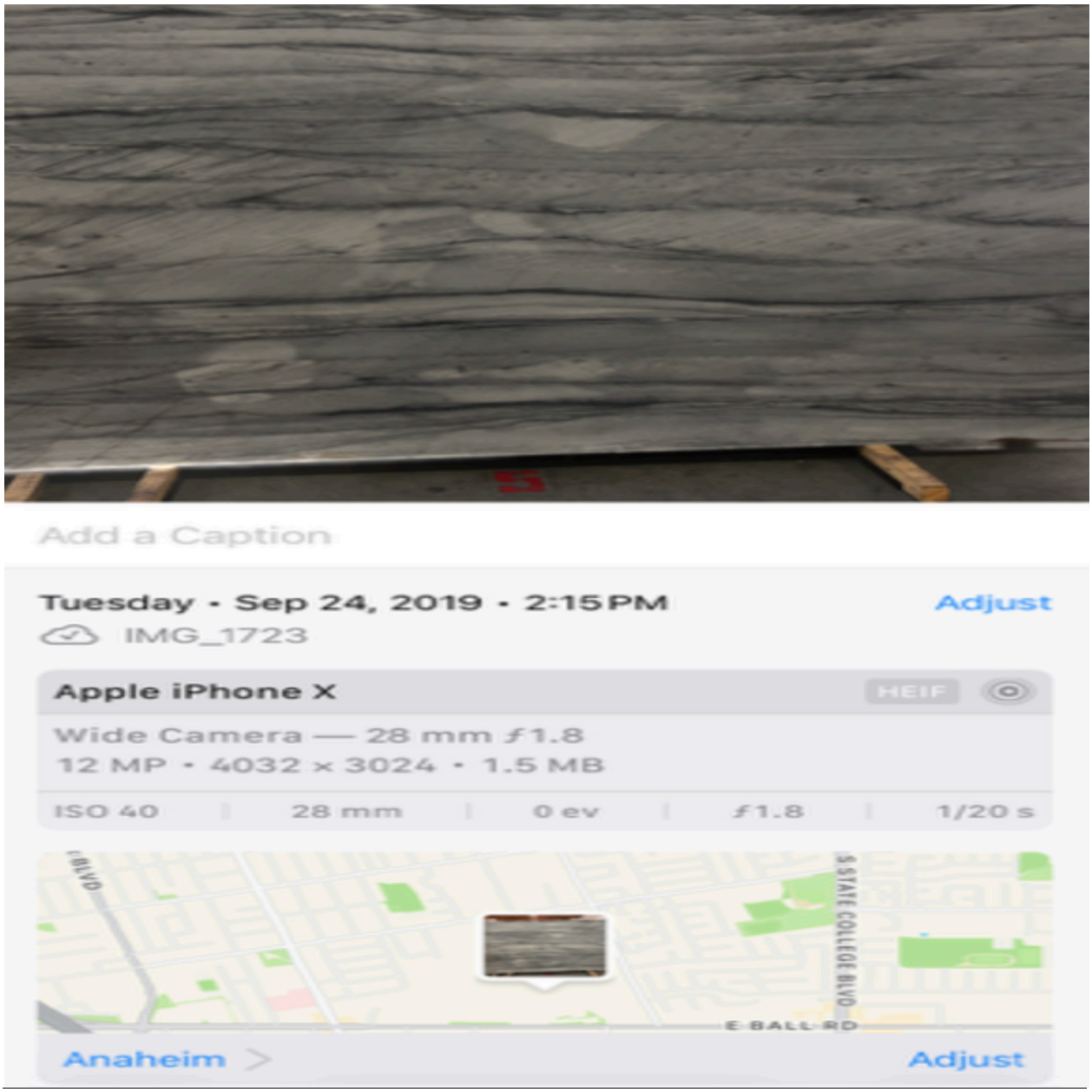
Time Stamp: September 24th, 2019



Quartzite Slab Without Any Safety Warning Labels



Marble Express in Anaheim, CA



Time Stamp: September 24th, 2019

Pacific Shore Stone Slabs



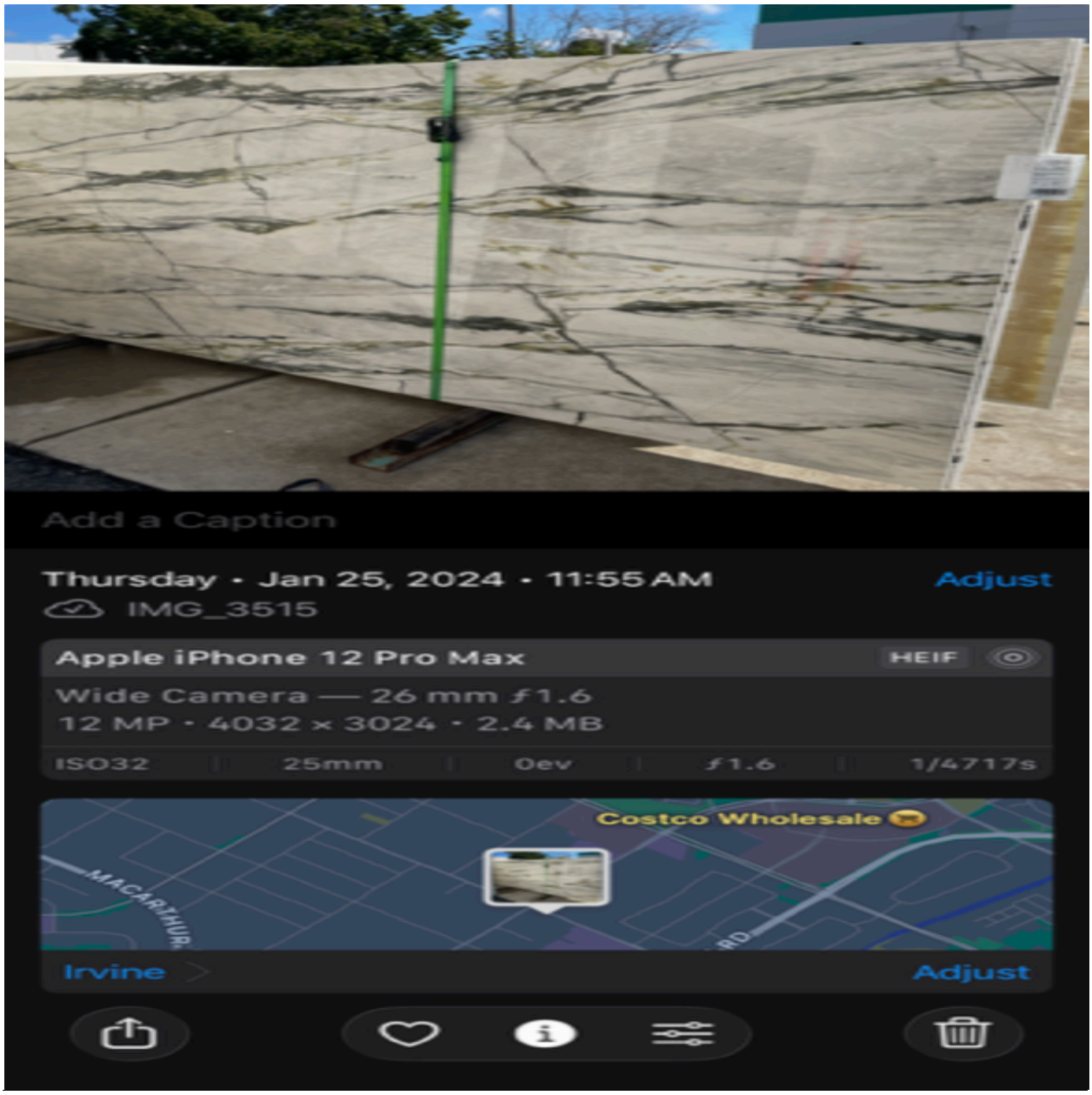
Porcelain Slab Without Any Safety Warning Labels



Porcelain Slab Label Without Any Safety Warnings



Pacific Shore Stone in Irvine, CA



Time Stamp: January 25th, 2024

Big Box

Beginning in 2005, I worked closely with major national retailers (also known as “Big Box”) including The Home Depot, Lowe’s, Costco, and Sears. Although each retailer has its own internal structure, their countertop programs operate in similar ways. The onboarding process for fabricators typically begins with an onsite visit by the Big Box representative to evaluate the fabrication shop’s ability to meet strict quality and volume requirements. Throughout my decades of experience, from those early evaluations through 2023, not once did any Big Box representative inquire about safety controls intended to protect workers from respirable crystalline silica and other toxic exposure. Likewise, none of their contracts, service agreements, or Standard Operating Procedures contained any reference to silica or other toxic hazards.

These fabricator partnerships were often initiated through recommendations from quartz manufacturers with whom the Big Box retailers had preexisting relationships. Big box retailers routinely maintain exclusivity contracts with specific slab manufacturers. This allowed the Big Box retailers to secure preferred pricing on natural stone, quartz, and porcelain products while also dictating the retail and wholesale pricing structure for fabrication and installation SKUs. In this system, the Big Box retailers place enormous pressure on fabricators to meet production cost and turnaround times, with no attempt by the retailers to ensure worker safety or utilization of silica hazard controls.

The Big Box retailers hold annual national summits with all participating fabricators, focusing primarily on driving sales and improving customer satisfaction. Notably, silica safety was not discussed until 2020 or later, and even then, the emphasis was on containing dust within the customer’s home for their safety, rather than addressing worker exposure. Additionally, the pricing structures set by these retailers often do not allow for the full implementation of best practices for controlling respirable crystalline silica (RCS). Beyond the summits, Big Box representatives conducted regular performance reviews on site at the fabrication facilities.

As a partner to major big-box retailers, fabricators are expected to engage in ongoing, daily collaboration with the big box retailer's teams. It is common for fabricators to send personnel to big box store locations for training, team-building, and alignment with sales staff, and for big box retailer representatives to visit fabrication facilities in return. Because of the high volume of work flowing through these programs, the retailers dictate most of the operational terms, including turnaround times, edge profiles, material options, and custom handwork SKUs. They also impose detailed procedural requirements, often increasing time pressure within the fabrication shop. Non-compliance with these directives is frequently met with warnings or explicit threats of contract termination, creating substantial operational stress and leaving fabricators with little leverage to modify production practices.

Lead Safety / Silica Safety

The Home Depot and Costco require fabricators to be Lead-Safe Certified by the United States Environmental Protection Agency. They also mandate a Lead-Safe Work Practices (LSWP) exception form for every order and require testing as needed. Although silica, like lead, is a toxic substance, we were never asked to provide any silica safety certification until May 10, 2024, when Cosentino finally requested it for the Lowe's program. Silica safety was only discussed briefly as a topic at the 2020 Home Depot annual conference and mentioned in a direct, two-minute conversation with Costco's assistant buyer, Matt Owsley in 2023.



United States Environmental Protection Agency

This is to certify that

LEAD-SAFE EPA CERTIFIED FIRM

Aegean Stoneworks Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires March 07, 2028

NAT-F183538-2
Certification #

January 10, 2023
Issued On

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch

DocuSign Envelope ID: C18A403A-044F-4C98-A691-81231C2CC10F

LSWP Exception Form

Riggs	Leslie	0620	1-158529713381
Customer Last Name	Customer First Name	Store/Branch No	Lead/PO No.

703 1st Street	Hermosa Beach	CA	90254
Customer Address	City	State	Zip

If you believe that your work in a pre-1978 home is exempt from the EPA's Lead Renovation, Repair, and Painting (RRP) Rule and does NOT require testing, please select one of the options below to indicate why.

☐ **1. The home was built in 1978 or after**

(a) If the customer believes the age of the home is **incorrect**, then:
- You can **test** the work area(s) and record the results on form HS-119, **OR**
- You can attach **records** that show the correct year built.

(b) If the age of the home is **unknown** (i.e., if our system reported the year built as "0000"), then:
- You can test the work area(s) and record the results on form HS-119, OR
- The customer can provide the year-built in the box to the right and then sign below:

I confirm that the year written above is correct. I understand that Home Depot is relying on the information that I have provided to determine that no lead-paint hazard exists, and I release Home Depot and its service providers from any liability relating to lead paint.

Customer Signature | Date

☒ **2. The work will disturb less than 20 sq.ft. of paint outdoors, or less than 6 sq.ft. indoors**

Please explain what work will be done and how you measured the amount of paint to be disturbed: (Example: "New countertop install only – no demo" or "Storm protection only – 6 windows")

Countertop installation only; not disturbing any lead painted backsplashes.

NOTE: A full-frame window replacement, or **any** demolition (i.e. breaking) of lead-painted components **always** requires LSWP.

☐ **3. Housing is for elderly (62+) or disabled persons, and no children under 6 will reside there**

NOTE: This exception applies only to nursing homes, retirement communities, or similar housing that is specifically reserved for residents who are disabled or over the age of 62.

☐ **4. This is a zero-bedroom dwelling (studio apartment, dorms, etc.)**

☐ **5. The customer has provided a report from a certified inspector confirming that there is no lead paint in an work area.** NOTE: You must attach a copy of the inspector's report.

I, the undersigned, am familiar with the requirements of the EPA's Lead Renovation, Repair, and Painting (RRP) Rule, 40 C.F.R. § 745.80, et seq., or my state's EPA-authorized equivalent and hereby certify under penalty of law that the above information is to the best of my knowledge true, accurate, and complete.

Julio Sanchez	DocuSigned by: Julio Sanchez
Printed Name	Signature

NAT-F183538-1	R-I-18942-18-00011
Firm Cert. No.	Individual Cert. No.

If you have any questions about how to use this form, please contact your SLM or send an email to ewr@homedepot.com

COSTCO EXEMPTION FORM

ENVIRONMENTAL PROTECTION AGENCY
RENOVATION, REPAIR AND PAINTING RULE

Print Member Name(s): Juana Gonzalez

Job Address: 9249 Sunglow Street Pico Rivera CA 90660

Today's Date: 3/2/2023 1 5:01 PM PST Year Home Built: 1954 Purchase Order No.:_____

Contractor's Representative MUST check ONE of the following boxes for every job. If the minor repair exemption is different in the state where the work is being performed, please comply with the state's requirements (e.g. Iowa). If none of the exemptions apply, please check the "**No Exemption Applies**" box at the bottom of the page.

☐ **1978 or Later Housing Exemption.** **BOTH** of the following must be true:

- Contractor has verified that the house was built in 1978 or later and has proof of this in Contractor's internal records. [__] Check here if new construction.
- To the best of Customer's knowledge, the house was built in 1978 or later.
  (Customer Initials NOT APPLICABLE)

☐ **Paint-Free Surface Exemption.** **BOTH** of the following must be true:

- The Contractor's Representative has personally examined the specific areas upon which the remodeling work will be performed, as well as any adjacent or adjoining areas (interior and exterior) that are expected to be impacted by the remodeling work and determined that no painted surface will be disturbed, damaged, or otherwise affected or impacted by the planned remodeling project.
- To the best of Customer's knowledge, the areas upon which the planned remodeling project will be performed do not appear to contain any painted surfaces that will be disturbed, damaged, or otherwise affected or impacted by the planned remodeling project. **(Customer Initials _____ _____)**

☒ **Minor Repair and Maintenance Exemption.** **ALL** of the following must be true:

- **Less than 6 sq. ft. interior per room / 20 sq. ft. exterior of Painted Surfaces Will Be Disturbed.** If the planned remodeling project is taking place on the interior of the property, it will not disturb more than *six (6) square feet of painted surface per room*. If the planned remodeling project is taking place on the exterior of the property, it will not disturb more than *twenty (20) square feet of painted surface*.
- **No Demolition of Painted Surfaces.** The planned remodeling project does not involve (a) the destruction of painted surfaces or (b) any activity that removes or otherwise disrupts the painted component in a way that destroys or ruins the component.
- **No Prohibited Work Practices.** The planned remodeling project is not going to involve open flame burning or torching of paint. No machines will be used that remove paint through high-speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, unless such machines are used with HEPA exhaust controls. No heat guns will be operated above 1100 degrees Fahrenheit.

☐ **No Exemption Applies.** Contractor must comply with the lead safe work practices.

Contractor's Representative: I certify under penalty of law that the above information is true and correct to the best of my knowledge as of the date first written above.

Signature: DocuSigned by: 7E7BFE0222F94AC... Print Name: Sam Rines

To Be Printed in Duplicate – Copy to Homeowner and Copy to Dealer 3-13-15

From: James West <jwest@cosentino.com>
Sent: Monday, March 4, 2024 3:42 PM
Cc: James West <jwest@cosentino.com>
Subject: Natural Stone Institute and Lowes Silicosis Safety Course ***DUE BY MAY 10, 2024 ***

BCC: Lowe's Fabricator Network : Cosentino GMs/AMs

Cosentino / Lowe's fabricators,
Cosentino seeks to work with its fabricator network to assist in leading a safety awareness campaign by being amongst the first to utilize the newly updated NSI "silica and slab safety training certificate" (more information below.)

While this training is generally available for everyone, we would like you to proceed as follows:

- Go to the Natural Stone University – Click Here
- Two key company employees complete the training (prefer owner / safety manager).
- Complete training by May 10th.
- Send your certificate to your Regional Service Manager upon completion

Some additional notes:

- The cost is free (unlimited number of employees) to NSI members.
- Non-members can earn the certificate for $199/employee. We strongly recommend that all Cosentino fabricators become an NSI member and take advantage of the vast resources available to members – Click Here and/or contact the NSI membership team at membership@naturalstoneinstitute.org.

It is important to emphasize that these efforts to promote training and awareness within the industry and among our Lowe's fabricators does not account for, nor replace, any of the obligations that are attributable to fabricators as independent contractor businesses, including without limitation:

To carefully revise manufacturer's safety information (for Cosentino's products you have all relevant safety information at our Cosentino Safety Space: osh.cosentino.com and you can also request email copies from your contact at Cosentino).

To know, fully understand and comply with all regulations and legal requirements applicable to their business, including OSHA standards.

To separately determine and implement their own safety trainings, engineering controls and protocols based on the specific conditions of their worksite and business needs.

Again, whilst this initiative is just part of an awareness campaign and Cosentino cannot endorse third party courses or certifications that are not sponsored by public authorities, it is critical that we all be on the forefront of this issue and make sure we utilize all resources available in the industry.

James West
Cosentino North America
Regional Service Manager – West
801.654.8993
jwest@cosentino.com

silestone®

COSENTINO

March 4, 2024

Re: Silica Awareness Initiative

Cosentino / LOWES fabricators,

Cosentino seeks to work with it's fabricator network to assist in leading a safety awareness campaign by being amongst the first to utilize the newly updated NSI "silica and slab safety training certificate" (more information below.)

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we all be on the forefront of this issue and make sure we utilize all resources available in the industry.

Bill Baker
VP National Accounts
Cosentino



Natural Stone Institute

Silica & Slab Safety Training Certificate

This training certificate includes 17 short courses – training topics include:

- Silica Safety
- General Awareness
- Safe Slab Handling

Included Training Materials also include:

- Sample Silica Exposure Control Plan
- OSHA Inspection Planning Checklist
- *Safety in the Stone Business* Technical Module

All Training has been updated and the certificate can be earned in 4-6 hours.

Safety Silica & Slab Certificate

General Awareness

- Creating a Facility Safety Program (SS301)
- Creating a Safety Management System and OSHA's SHARP (SS205)
- Requirements for Personal Protective Equipment (SI110)
- No Place for Complacency- Keep Safety Active (SS107)

Silica

- Silicosis: An Industry Guide to Awareness and Prevention (SS111)
- No Place for Complacency- Keep Safety Active (SS107)
- Silica Exposure & Employee Safety (SS212)
- Implementing a Silica Exposure Control Plan (SS313)
- How to Use the OSHA On-Site Consultation Program to Monitor Silica Exposure (SS315)

Safe Slab Handling

- Safe Slab Handling (SS101)
- Slab Fall Shadow (SS102)
- Employee and Customer Training (SS102)
- Material Handling Containers (SS201)
- Material Handling and Flatbed Trucks (SS201)
- Handling Slabs with Overhead Cranes (SS210)
- Handling Slabs with Forklifts (SS220)
- Handling Slabs with Slings and Clamps (SS230)

Associated Materials (Recommended for Download)

- Sample Silica Exposure Control Plan for General Industry
- OSHA Inspection Planning Checklist

Silica & Slab Safety

Certificate of Completion

Presented To

Vajra Ruhle

May 29, 2024
Date

May 29, 2026
Expiration Date

Jim Hieb, CEO Natural Stone Institute

NATURAL STONE INSTITUTE

UNDERWRITTEN BY
NATURAL STONE FOUNDATION

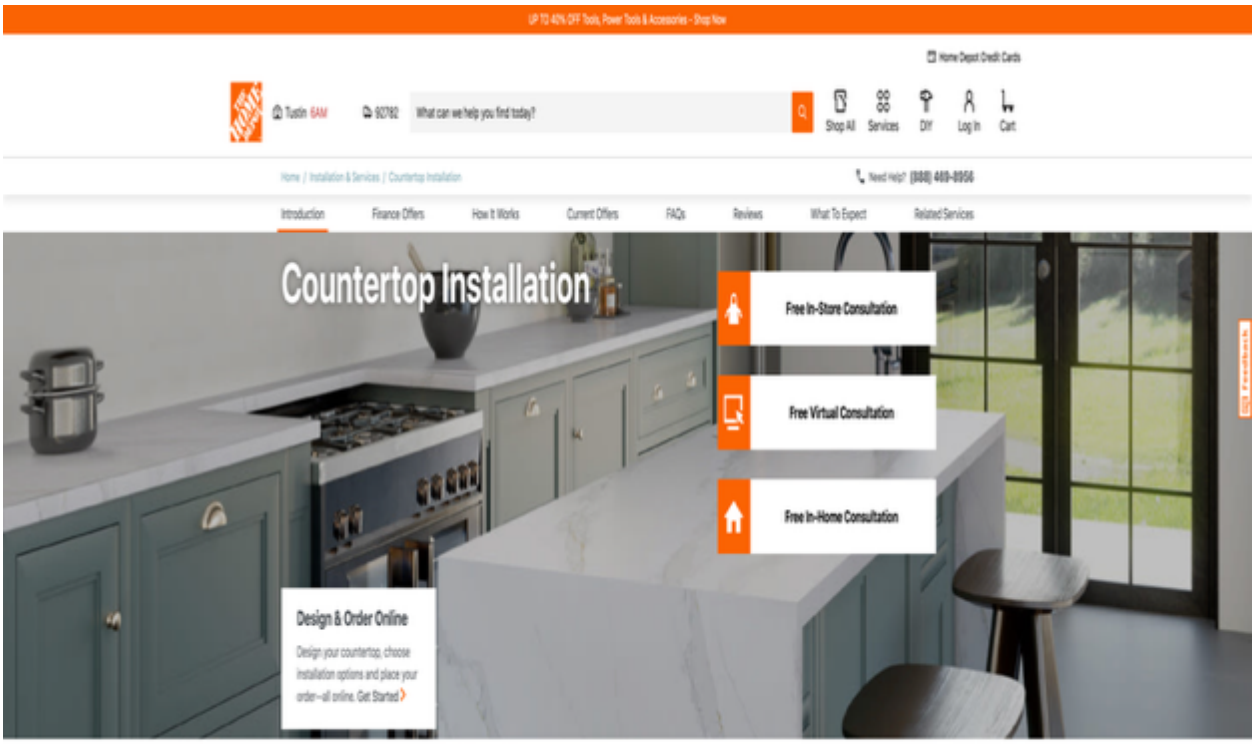
The Home Depot

Below is a photo from August 16, 2019, showing ASW hosting a product knowledge meeting for The Home Depot at our facility in Orange, CA. Many Home Depot associates can be seen wearing their signature orange aprons. During this event, I led an extensive shop tour of the production floor, providing step-by-step details on the fabrication process to help train associates on customer expectations. Also pictured is Michael Olson, our Cosentino representative.

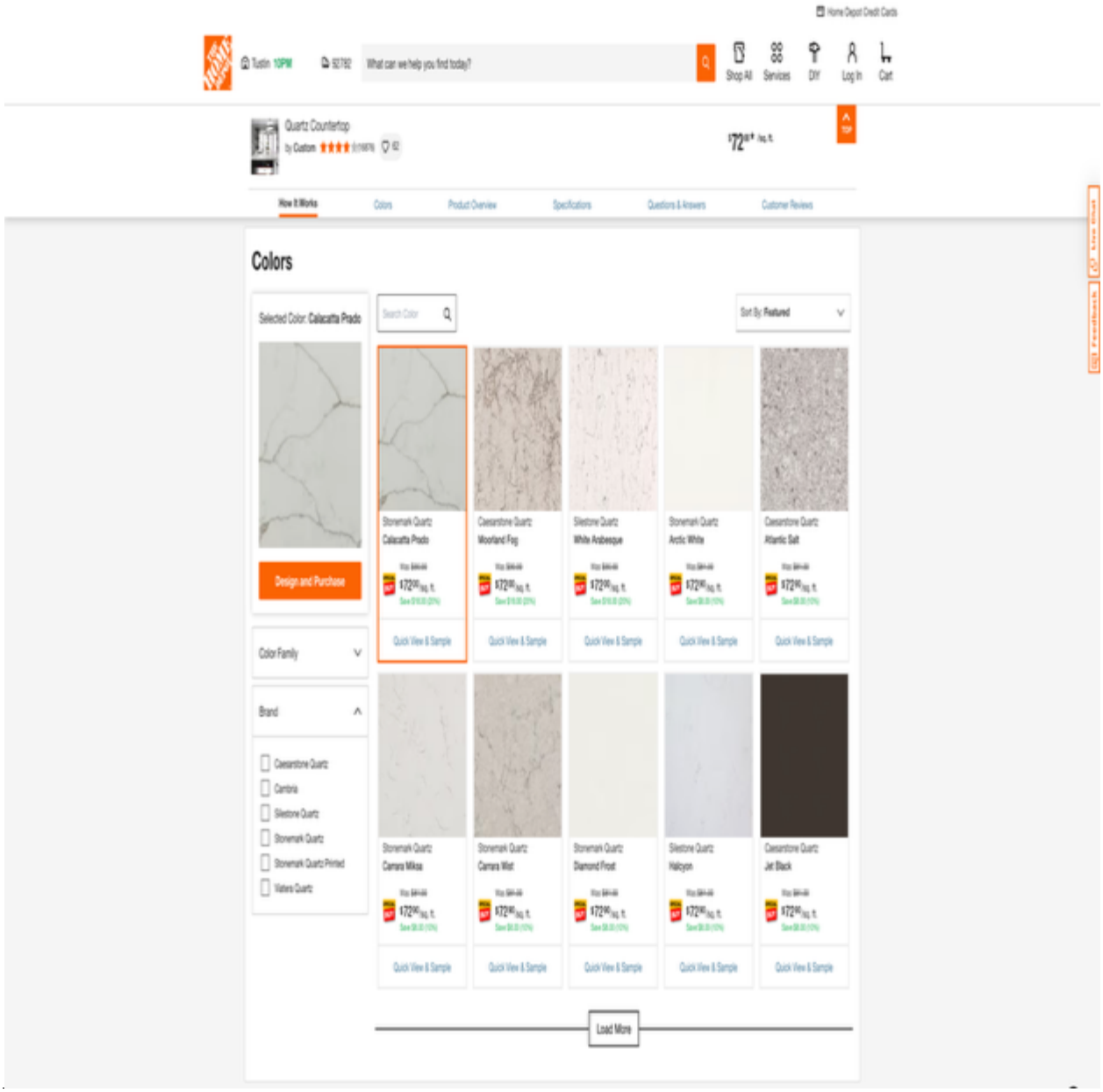
The Home Depot's regional store manager (RSM) and district store managers (DSM) would request meetings at ASW approximately once a month, and the company conducted numerous performance reviews at our facility throughout the year. The Home Depot management team was highly involved in our day-to-day operations, regularly monitoring our production output to ensure we could meet their sales demands. One of their key performance award metrics was speed, an award ASW received for nations fastest cycle time, which contributed to significant time pressure within the industry nationwide.

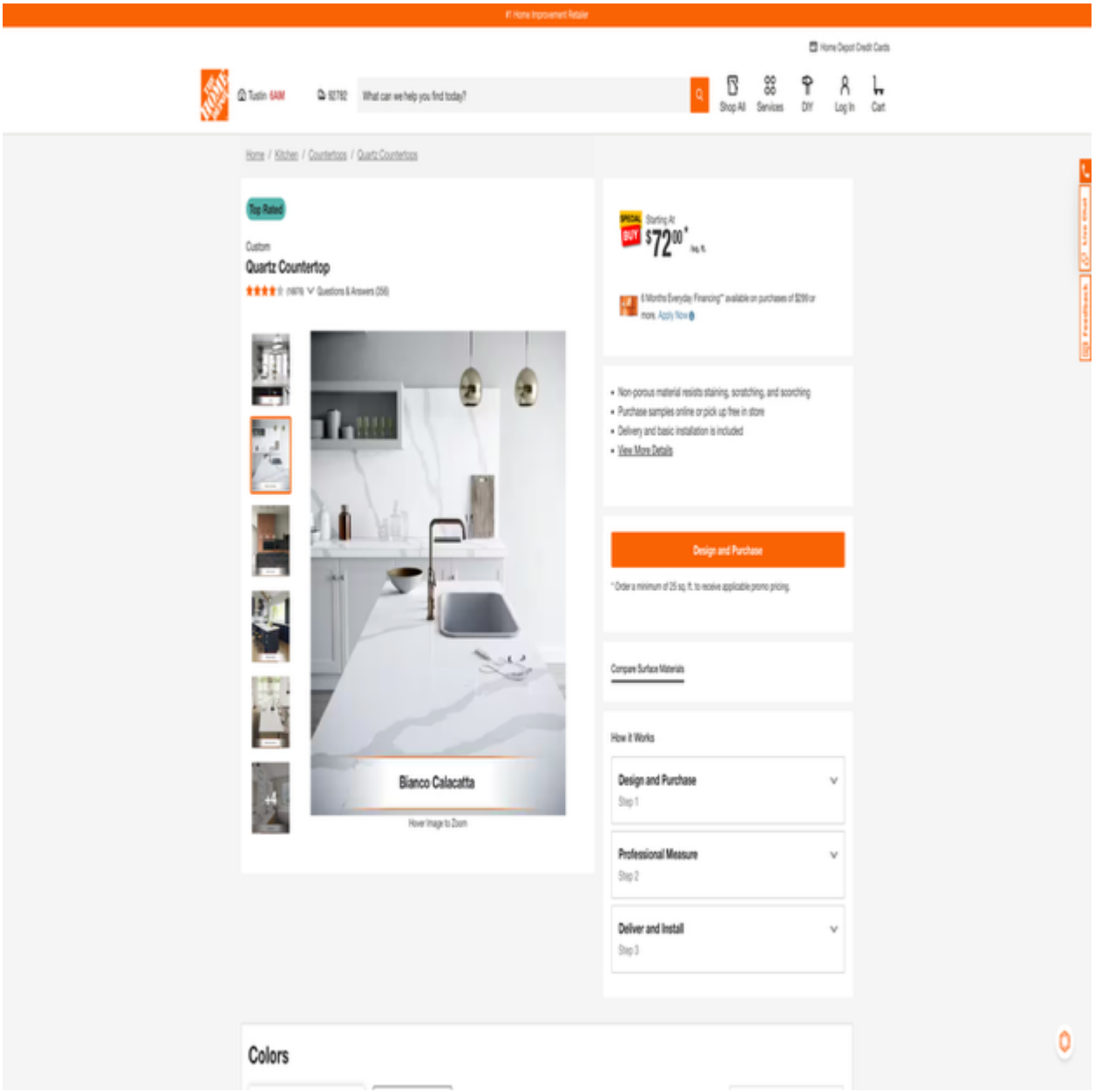


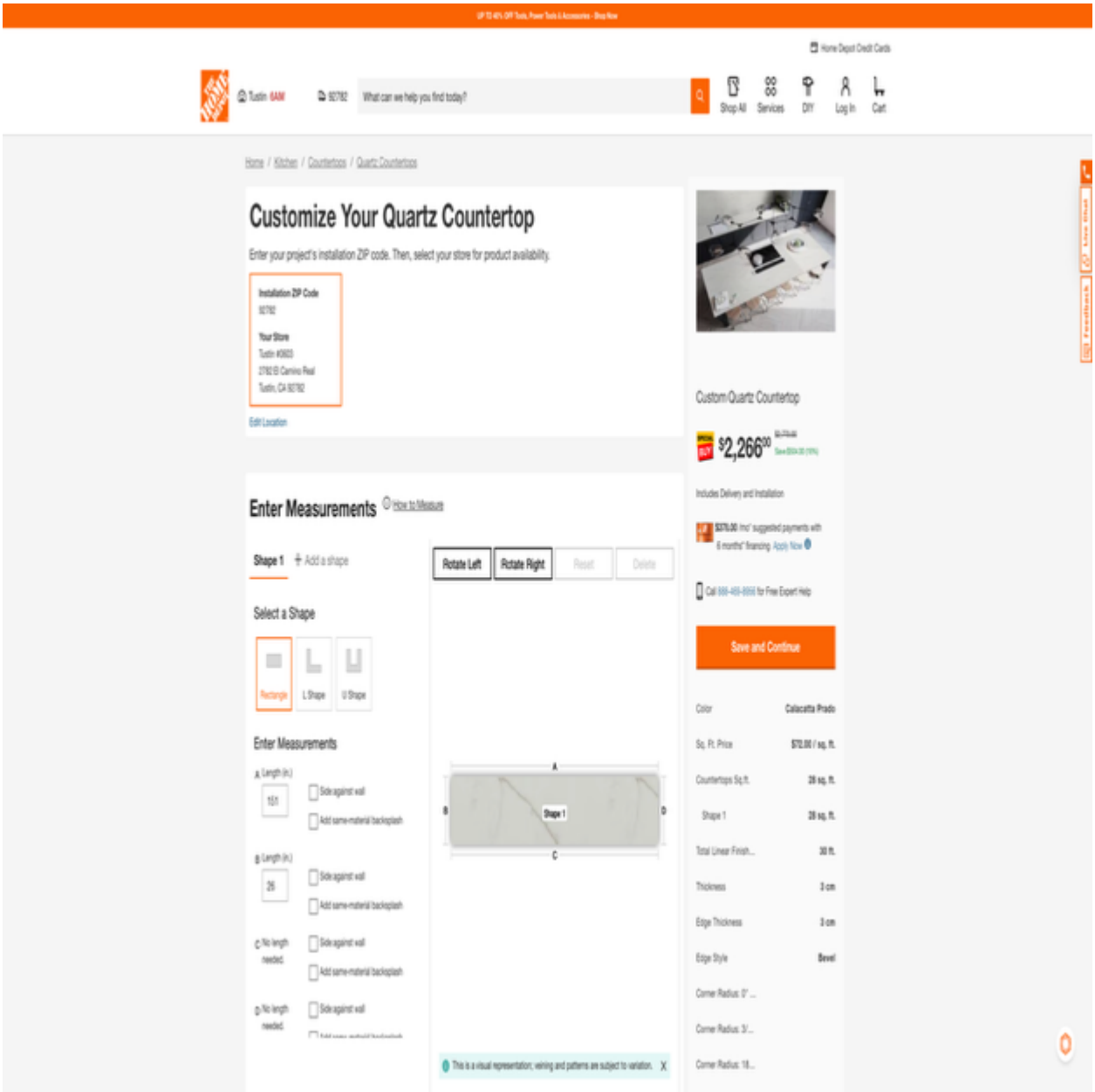
The Home Depot's website reflects the quartz countertop brands currently offered through its national program. The retailer markets and sells Caesarstone, Cambria, Silestone, and Viatera, along with its private-label brand Stonemark, which is manufactured by MSI.

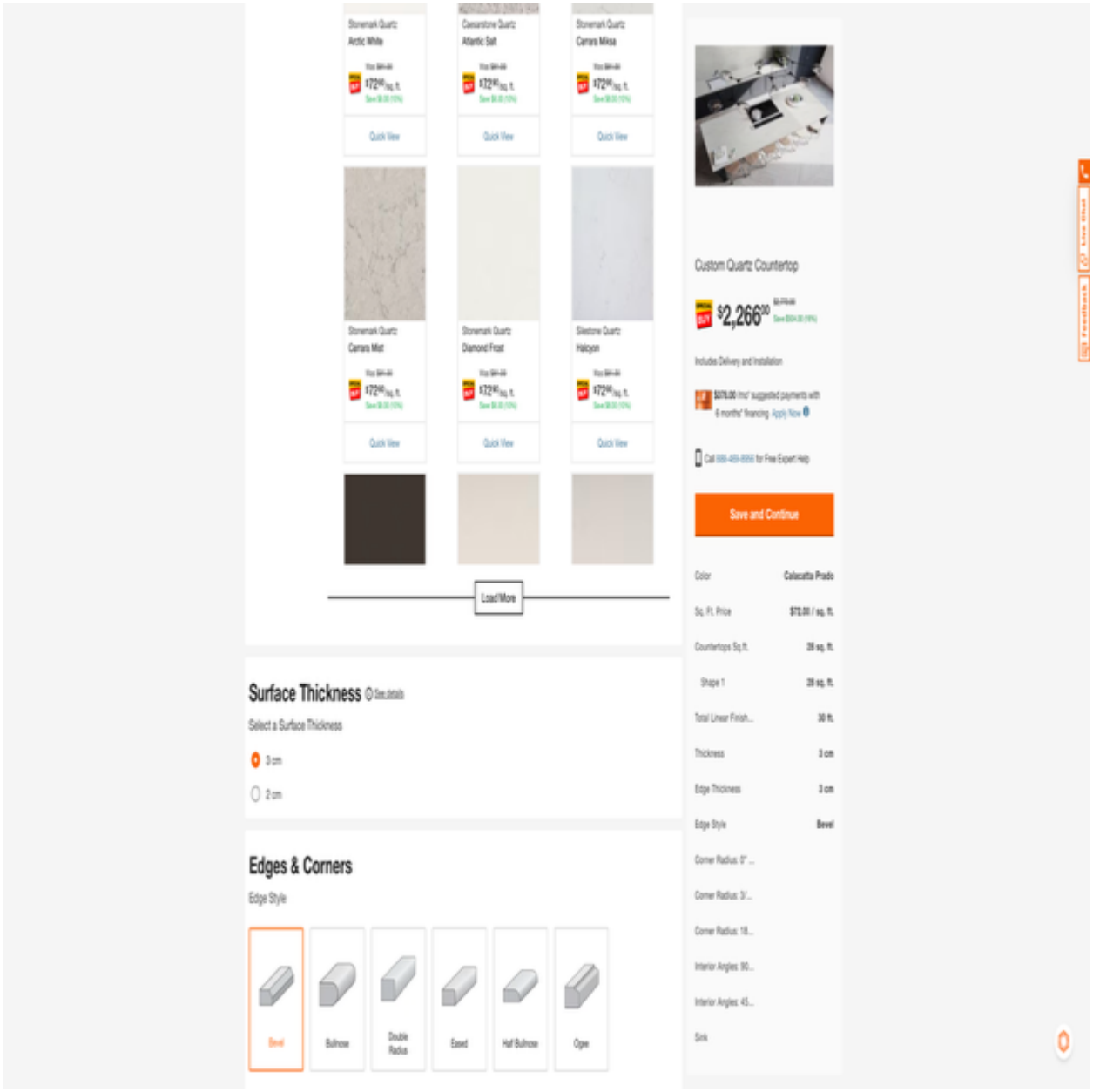




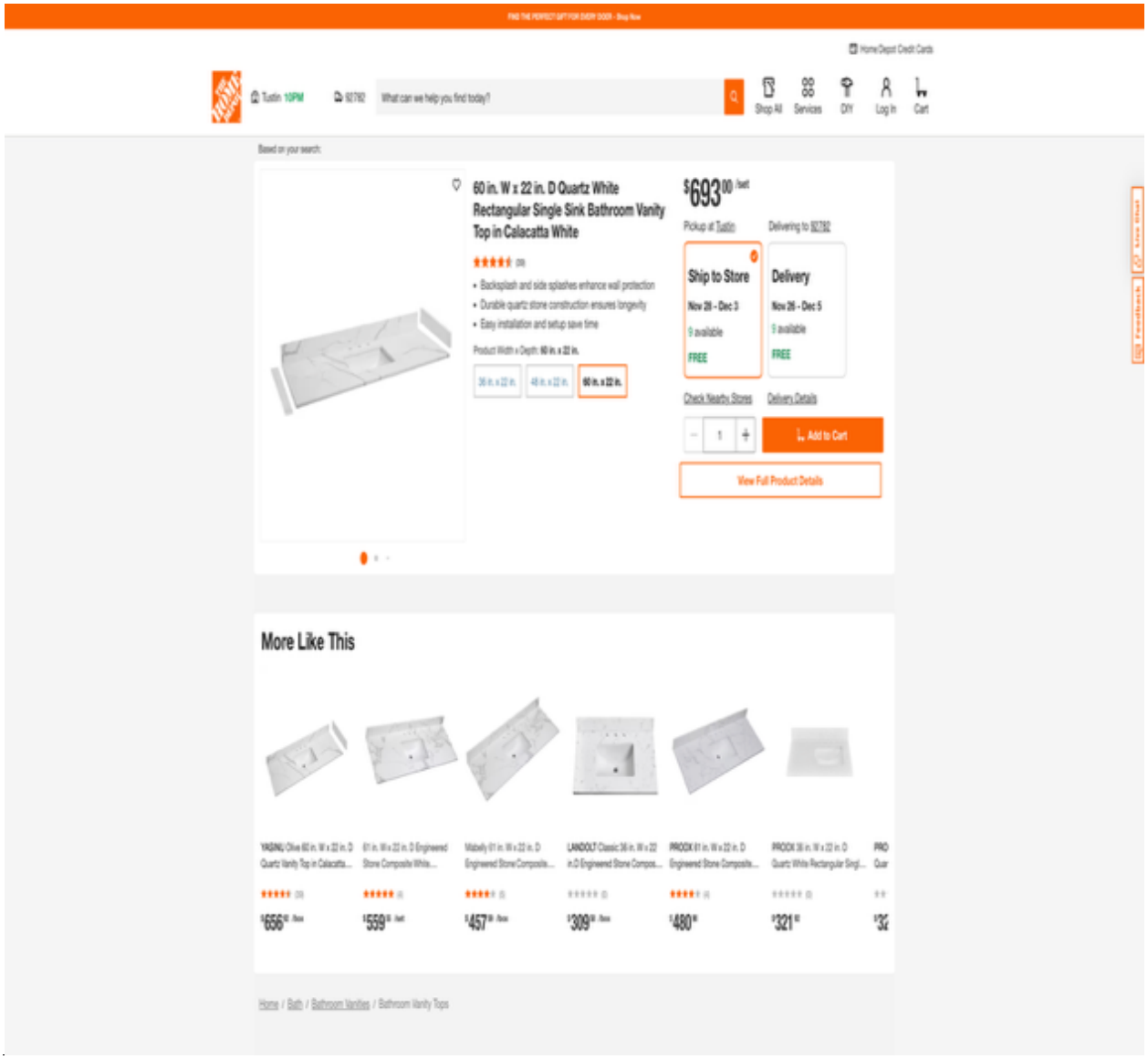

Home Depot Credit Cards
Tustin 10PM
92782
What can we help you find today?
Shop All
Services
DIY
Log In
Cart
Quartz Countertop
by Custom
42
$72.00* /sq. ft.
TOP
How It Works
Colors
Product Overview
Specifications
Questions & Answers
Customer Reviews
Live Chat
Feedback
Colors
Selected Color: Calacatta Prado
Design and Purchase
Search Color
Sort By: Featured
Color Family
Brand
Caesarstone Quartz
Cambria
Silestone Quartz
Stonemark Quartz
Stonemark Quartz Printed
Valera Quartz
Stonemark Quartz
Calacatta Prado
Caesarstone Quartz
Moorland Fog
Silestone Quartz
White Arabesque
Stonemark Quartz
Arctic White
Caesarstone Quartz
Atlantic Salt
$72.00/sq. ft.
Quick View & Sample
Stonemark Quartz
Carrara Mikaa
Stonemark Quartz
Carrara Wet
Stonemark Quartz
Diamond Frost
Silestone Quartz
Halcyon
Caesarstone Quartz
Jet Black
Load More


Home Depot Credit Cards
Tustin 6AM
What can we help you find today?
Shop All
Services
DIY
Log In
Cart
Home / Kitchen / Countertops / Quartz Countertops
Top Rated
Custom
Quartz Countertop
Questions & Answers (256)
Bianco Calacatta
Hover Image to Zoom
Starting At
$72.00*
Non-porous material resists staining, scratching, and scorching
Purchase samples online or pick up free in store
Delivery and basic installation is included
View More Details
Design and Purchase
Compare Surface Materials
How it Works
Design and Purchase
Step 1
Professional Measure
Step 2
Deliver and Install
Step 3
Colors


Customize Your Quartz Countertop
Enter your project's installation ZIP code. Then, select your store for product availability.
Installation ZIP Code
92782
Your Store
Tustin #0603
2782 El Camino Real
Tustin, CA 92782
Edit Location
Enter Measurements
How to Measure
Shape 1
Add a shape
Rotate Left
Rotate Right
Reset
Delete
Select a Shape
Rectangle
L Shape
U Shape
Enter Measurements
Side against wall
Add same-material backsplash
No length needed
Shape 1
Custom Quartz Countertop
$2,266.00
Includes Delivery and Installation
Save and Continue
Color
Calacatta Prado
Sq. Ft. Price
Countertops Sq.ft.
Shape 1
Total Linear Finish...
Thickness
3 cm
Edge Thickness
3 cm
Edge Style
Bevel
Corner Radius: 0"...
Corner Radius: 3"...
Corner Radius: 18...
This is a visual representation; veining and patterns are subject to variation.


Stonemark Quartz
Arctic White
Quick View
Caesarstone Quartz
Atlantic Salt
Quick View
Stonemark Quartz
Carrara Mirage
Quick View
Stonemark Quartz
Carrara Mist
Quick View
Stonemark Quartz
Diamond Frost
Quick View
Silestone Quartz
Halcyon
Quick View
Load More
Surface Thickness
Select a Surface Thickness
3 cm
2 cm
Edges & Corners
Edge Style
Bevel
Bullnose
Double Radius
Eased
Half Bullnose
Ogee
Custom Quartz Countertop
$2,266.00
Includes Delivery and Installation
Save and Continue
Color
Calacatta Prado
Sq. Ft. Price
$70.00 / sq. ft.
Countertops Sq.ft.
Shape 1
Total Linear Finish...
Thickness
3 cm
Edge Thickness
3 cm
Edge Style
Bevel
Corner Radius: 0" ...
Corner Radius: 3/...
Corner Radius: 1/8...
Interior Angles: 90...
Interior Angles: 45...
Sink

The Home Depot also sells pre-fabricated quartz countertops that are available for will-call pickup or delivery. These “pre-fabs” are separate from the retailer’s custom countertop program and do not include professional installation services. In my experience, it is uncommon for pre-fabricated countertops to be installed without modification. The slabs and backsplashes frequently require cutting to fit the specific dimensions of the customer’s space, and many installations require additional edge detailing, particularly when a countertop is not fully enclosed by walls. Consequently, pre-fabricated products often necessitate on-site fabrication work that can generate significant respirable crystalline silica and other toxins.



HOME SERVICES
Let us do it for you.

The Home Depot

Service Provider Reference Guide



INTERNAL USE

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2455 Paces Ferry Road
Atlanta, GA 30339

Last Updated February 2022

This Guide is a component of the fully executed Service Provider Agreement (SPA) with The Home Depot and, as provided therein, is subject to updates.

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Using this Guide

The Service Provider Reference Guide (SPRG) is a "How-To" guide for being a successful Service Provider (SP) for The Home Depot (THD). The SPRG is divided into four sections. Section 1 is the Universal SPRG that includes information applicable to all Home Services SPs, Section 2 outlines additional information for Core SPs, Section 3 outlines additional information for Renovation Services SPs, and Section 4 outlines additional information for Home Depot Installation Services (HDIS) SPs. The SPRG is a component of the Service Provider Agreement (SPA) and provides a summary of THD procedures, requirements and expectations.

Understanding this reference guide is important to building a successful relationship with THD. For questions, reach out to a member of your Service Provider Support Network.

The text in this document is enhanced with hyperlinks to help you navigate and access further information and resources. There are references and links to HDConnect, THD's Service Provider web portal primarily for Core SPs, and the Service Provider Compliance Portal, THD's Salesforce compliance tool. These serve as electronic gateways to manage customer installations, users and user access, review training materials and communications, check your compliance status, Voice of the Customer ("VOC") scores, submit Service Requests, etc. For this reason, it is best to read this document on your computer.

The SPRG is organized into the following chapters:

Section 1: Universal SPRG



Chapter 1 – Introduction to THD Home Services

THD businesses and values, organizational structure, points of contact for questions, main transaction systems



Chapter 2 – Working and Communicating with Customers

The Orange Promise, GET Involved, professional behaviors, THD brand, privacy and communication guidelines



Chapter 3 - Maintaining Compliance

Credentialing process, insurance, badge, license and permit requirements, customer approval, EPA lead paint, capital tax and data security requirements, financial penalties, auditing procedures and services contact list



Chapter 4 – Legal Responsibilities

Mold, asbestos and lead paint procedures, privacy and security procedures, as well as business code of conduct and ethics policy



Chapter 5 – Operational Guidelines for Programs Auditing right, warranties, partial pay state requirements, maintaining your contact information

Section 2: Core Services Only Supplemental SPRG



Chapter 6 – Core SP Support Network

Core Field and Store Support Center (SSC) network, who to contact with specific questions, Core services main systems



Chapter 7 – Core Operational Guidelines

Core procedures and guidelines regarding THD business, operating in THD stores, Core performance management



Chapter 8 – Core Performing the Install

General process overviews for Install (I), Furnish & Install (F&I), and Sell, Furnish and Install (SF&I) programs

Section 3: Renovation Services Only Supplemental SPRG



Chapter 9 – Renovation Services Overview

Renovation Services Field and Store Support Center (SSC) network, who to contact with specific questions, Renovation Services main systems



Chapter 10 – Renovation Services Operational Guidelines

Renovation Services SP availability, maintaining contact information in RenoLink, maintaining contact information with Services Compliance, Renovation Services performance management



Chapter 11 – Renovation Services Performing the Install

REO program performance standards, B2B program performance standards, vendor numbers, customer solicitation policy, THD payment information

Section 4: HDIS Services Only Supplemental SPRG



Chapter 12 – HDIS Overview

Branch and Store Support Center (SSC) support, who to contact with specific questions, HDIS main systems



Chapter 13 – HDIS Operational Guide

Service Provider availability, HDIS performance management



Chapter 14 – HDIS Performing the Install

Vendor numbers, customer solicitation policy, THD business terms, picking up product, general practices, scope of work changes, customer issue escalation and resolution, rework, trip charges, required forms, payment type details, chargeback process

Chapter 1 – Introduction to THD Home Services



Successful relationships with THD are built on common values and a strong commitment to providing excellent customer service.

As an SP for THD, your company is a part of a nationwide team that is dedicated to providing excellent customer service. We understand that SPs carry our brand into the customer's home. This is why we strive to attract, retain, and reward only the best and most capable SPs.

THD Businesses

THD Home Services is divided into core and several owned businesses. SPs can fall into one or more of these businesses based on the programs they support.

Core

Core includes the following installation programs:

- Bath
- Countertops
- Doors (Interior/Exterior)
- Electrical Services
- Fencing
- Flooring
- Home Energy
- HVAC
- Interior Shutters
- Kitchens
- Sheds/Pergolas
- Water Heaters
- Water Treatment
- Window Treatment

Home Depot Installation Services (HDIS)

HDIS includes the following installation programs:

- Doors
- Windows
- Cabinet Refacing > Countertops > Backsplash
- Closet Organization

Renovation Services

Renovation Services includes the following installation programs:

- Business to Business (B2B)
- Real Estate Owned (REO)

Chapter 2 – Working and Communicating with Customers

THD expects our SPs to assure consistent quality and customer service.

When working with THD, SPs are expected to follow certain guidelines. These expectations apply when SPs are in THD stores, in customers' homes, and in all communications SPs have with customers. Being diligent with these practices ensures an effective, efficient, and successful business relationship.

Our Orange Promise & GET Involved



As an Authorized Service Provider for The Home Depot, it's important to remember that you serve the same customers as The Home Depot stores. To continue to win customers every single day, we must deliver the most convenient experience and best value. We call this our **Orange Promise**.

Delivering on our Orange Promise starts with how we are engaging with customers. In fact, customers tell us through our LTSA (Likelihood to Shop Again) scores that they are more likely to shop with us again if we engage with customers consistently.

To refocus our associates and providers on the importance of customer engagement, we recently launched **GET Involved** as our customer engagement model.

GET Involved stands for:

GREET
- Smile and acknowledge customers

ENGAGE
- Quickly identify a customer's needs

THANK
- Express gratitude to customers, because they are key to our success

While GET Involved is a Home Depot store initiative, you are empowered to bring your best service to every customer interaction and to GET Involved.

Jobsite Behavior during Install

Service Providers are expected to follow all governing body orders during the installation process, including all local, state and federal mandates.

Before the Installation – Setting the appointment at the customer's convenience shows that THD cares about their home improvement and scheduling needs.

- Call to confirm the appointment, informing them of arrival time and expected completion time.
- Explain the overall installation process, then ask if they have any concerns or questions.
- Thank the customer for their purchase.

During the Installation – It is important to show respect for the customer and their home during the installation.

- Greet the customer and show them your physical or digital badge.
- Arrive at the jobsite prepared with all tools and materials needed to complete the job.
- Explain the scope of work, time needed, areas affected, noise and dust levels, and how you will protect their home to keep it neat.

After the Installation – It is important to review the finished project with the customer and correct any issues before leaving. Ensure their total satisfaction with the installation.

- Clean up the jobsite.
- Explain the product or warranty and review proper maintenance.
- Thank the customer and compliment their purchase.
- Follow up with the customer 1-2 days after the installation to make sure everything is working correctly and that the customer is still satisfied.

Professional Behaviors for THD Service Providers

This section includes five primary areas to excel with THD customers:

1. Preparing for Arrival
2. Vehicles and Parking
3. Customer Greetings and Courtesies
4. Protecting the Workspace
5. Jobsite Etiquette

Preparing for Arrival

- Review the installation process and anticipated time frames with the customer.
- Prepare the customer for the installation, and advise them of the disruption they may experience as part of the installation process such as: dust, water shut-off, temporary loss of access and use of the room, pet and small child dangers, and when applicable the need to have a decision maker over the age of 18 present when the SP is at the customer's home.
- Review and discuss the customer's responsibilities such as: moving breakable items and providing a suitable work area. All permits must be obtained prior to the start of the installation, whether acquired by the SP, unless your program says otherwise.
- Provide regular progress updates to the customer both before and during the installation
- Immediately notify the customer of any delivery date changes.
- If the customer will be picking up material at the store, advise the customer to arrange the pick-up directly with the s
- tore.
- Notify your THD field representative immediately of any potential problems you may have identified during your customer consultation.

Vehicles and Parking

- Obtain permission from the homeowner before using the customer's driveway, and remember that the SP is responsible when damages occur in the customer's driveway. If parking in the driveway, please place cardboard under the engine to avoid potential oil stains.

- Remove vehicle(s) from the customer's driveway immediately after unloading material.
- Take precautions not to damage or obstruct access to the customer's property.

Customer Greetings and Courtesies

- Greet the homeowner by introducing each member of the crew and presenting THD badges, either physical or digital.
- Set expectations for the day by explaining what will take place. Listen to and answer customers' questions and communicate any issues that may arise with the install.
- Set expectations to have a decision maker over the age of 18 present. In the event the decision maker is not over the age of 18, contact your THD field representative to resolve and resume the install.

Protecting the Workspace

- Take reasonable care to minimize the spread of dust and debris beyond work areas; protect air conditioning vents and registers; and use barrier materials such as plastic sheeting where needed.
- Wear disposable coverings over footwear or cover all work areas inside the customer's home with a protective runner or other covering.
- Pad and protect any furniture, walls, trim, accessories, or items of value when moving or working close to the items.
- Adhere to all Mold, Asbestos, Lead Paint, and Silica requirements if authorized to perform this type of work.

Miscellaneous Jobsite Etiquette

- Never smoke in the customer's house or near the jobsite.
- Never play music or listen to the radio within hearing range of the customer's jobsite (You may listen to music as long as ear buds are used).
- Do not watch television at the customer's jobsite.
- Never bring food or beverages inside the customer's home.
- Never use the customer's telephone, the customer's restroom, or anything else belonging to the customer.
- Request that access to the jobsite be limited (i.e. ask customer to not allow pets or children in the work area). For Lead Safe Installations, explain the use of barriers and the need for restricted access.
- Limit the use of cell phones to calls pertaining to the job at the customer's jobsite (personal calls should never be made while on the customer's property).
- Clean all work areas and remove all debris at the end of the day and upon completion of each phase of the work.
- Ensure the entire worksite is clean and remove all debris upon completion of the job. Review the jobsite's cleanliness with the customer prior to having them sign-off on the Installation Customer Approval (ICA).
- Ensure all closing paperwork is signed off and completely filled out and that you have collected all final form of payments. For any job that is performed with Lead Safe Practices, ensure all required documentation is completed.
- Do not ask for or accept tips or gifts of any kind; politely decline any such offer.

COVID-19 Guidelines

- **Take everyday preventive actions:** Wash your hands often, disinfect frequently touched objects and use hand sanitizer.
- **Social distance:** Maintain a 6-foot distance between yourself and others at all times.
- **Wear a mask**: In accordance with the Centers for Disease Control's (CDC) recommendation, wear a mask or facial covering while at work and/or in public at all times.
- **Perform a health check:** Perform a daily health check before coming to work, including taking your temperature and checking for signs of COVID-19 like coughing or difficulty breathing.
- **If sick, stay home**: If you are sick, have a fever or visible symptoms, please do not come to work or enter a customer's home.

The Home Depot Brand (Intellectual Property)

THD has a strong brand that attracts customers and drives business. As an SP, you represent THD's brand when you enter THD customers' homes. You can request to use the Authorized Independent Service Provider (AISP) logo alongside your logo to enhance the customer experience. The AISP logo is available on the Home Services Marketing Portal.

While we do encourage you to be proud of your affiliation with THD, there are limitations on how and when you may use the AISP logo.



Apparel

- There is no requirement to wear THD branded apparel, however, it is expected that all crews will meet professional appearance standards at all times.
- THD branded apparel is available for purchase through HDConnect > Your Business > Back Office > Order Apparel.
- It is not allowable to wear THD branded apparel on non-THD jobsites or at non-THD locations.
- It is not allowable to display or wear competitor company logos on clothing or hats while on any THD job site or when interfacing face-to-face with THD customers. If a hat is worn, it must be the approved THD SP hat available for purchase through HDConnect.
- You may use the image of the AISP logo for print on clothing. Service Providers' logo should dominate in size.
- Examples of professional and non-professional appearance:

Professional	Non-Professional
✓ Wearing your company's logo or uniform	• Wearing logos or pictures other than THD or your company's logo
✓ Wearing appropriately-sized, clean, casual pants, shorts, or jeans that are free of holes	• Any pants, shorts or jeans that are ripped, patched, or cutoff
✓ Clean, plain color and appropriately sized collared shirt or t-shirt	• Shirts that are: sleeveless, tank tops, halter or backless tops
✓ Neat, clean and conservatively styled hair	• Disheveled, dirty, unkempt or loudly colored or styled hair

Marketing Portal & Contracts

- The marketing portal gives you access to preapproved marketing materials and the AISP logo request form. To obtain access, you will need to register for the Home Services Marketing Portal and sign a TLA (trademark license agreement).
- You are not permitted to reproduce THD's intellectual property, including trademarks and copyrights (including but not limited to: logos or any licensed graphic held by THD), on your own uniforms, business cards, or website without express written authorization of THD in a separately executed THD trademark permission agreement.
- THD approved printed material such as brochures, forms, and credit applications, are allowed for use only while representing THD in approved locations.
- After approval from the Home Services marketing team, you are permitted to use your company logo alongside the AIP logo on printed materials such as flyers and brochures. Your logo should dominate in size and be prominent in position, in comparison to the AISP logo.
- You should maintain a clean reputation within the community, including but not limited to, the Better Business Bureau and social media sites.
- Contracts will not be co-branded with the AISP logo. This includes, but not limited to, scope of work, warranties or

any other documents provided to customers.

There is no SP installation co-branding allowed except pursuant to express written authorization from THD in a separately executed THD trademark permission agreement. Co-Branding is NOT permitted on THD contracts, warranties or other customer facing documents, unless permitted in writing by your program merchant.

Email Address Contact Information

Email is the primary method for official communication between THD and SPs. Therefore, all SPs should review and maintain their administrative and compliance contact information.

Privacy Guidelines

You are required to maintain and comply with the privacy and security of customer information per the Privacy and Security obligations contained below and in THD's Privacy and Security Statement (found online at http://www.homedepot.com/c/Privacy_Security. Below is a summary of suggestions for maintaining and complying with your privacy maintenance responsibilities:

- All SP personnel that have access to customer information **must have** an active and eligible background check on file with THD through HDConnect > Quick Links > **First Advantage**. Customer information includes but is not limited to:

  - ✓ Name
  - ✓ Address
  - ✓ Telephone Numbers
  - ✓ Email Address
  - ✓ Credit or Debit Card Information
  - ✓ Driver's License Number
  - ✓ Checking Account Information
  - ✓ Signed Agreement

- Maintain customer information in a secure area. If customer information is stored on a computer, ensure that unique passwords are in use.
- Enable network security features on shared wireless connections.
- Limit access to customer information to those employees who require it for their job function.
- When interacting with customer information through the Install2Go application, customer information must not be photographed or saved on the device in any way outside the application's function.

Customer Communications Guidelines

THD is dedicated to providing excellent customer service. Our communications with customers must enhance the customer experience while complying with applicable federal and state calling and texting laws. We are committed to communicating with customers who have expressed an interest in hearing from us – at a time and in the manner that they request. We are also committed to respecting the preferences of those customers who ask us not to communicate with them. This commitment is expressed in THD's Do Not Call Policy – found online at http://www.homedepot.com/c/Do_Not_Call. This policy describes the processes and procedures by which customers who do not want to receive sales/marketing calls from THD can be placed on our "Do Not Call" list.

We expect SPs who communicate with customers on our behalf to honor our customer communications commitments. To help you do so, we prepared the Customer Communications Guidelines below. These guidelines are intended to supplement, but not be a substitute for, your obligation to comply with all applicable federal and state laws, including those that govern calling and texting.

- Except where notice has otherwise been provided to the call recipient, do not place calls before 8:00 am or after 9:00 pm in the call recipient's time zone. Comply with applicable calling restrictions regarding Federal and state holidays.
- Transmit accurate caller ID information (e.g., telephone number and name).
- Ensure that all callers placing calls on behalf of THD are familiar with THD's Do Not Call Policy. A copy of the policy

is available at http://www.homedepot.com/c/Do_Not_Call.

- Record and honor all opt-out requests from THD leads and customers. Customers or leads who make global requests such as "Stop calling me," "Take me off your calling list," "Do not ever call me again," or "Do not call back" should be added to the THD Do Not Call List. However, when customers indicate merely that they are not interested in a particular transaction, such as by saying they do not wish to complete an order, receive quote information, or make an appointment, these type of statements must be respected, but the individual does not need to be added to THD Do Not Call List (which prohibits all calls) unless the customer makes such a request.
- Immediately relay all global opt-out requests to THD by calling 1-800-HOME-DEPOT and selecting Option 7. You must provide the customer's name and phone number(s).
- If a customer requests a copy of THD's Do Not Call Policy, collect the customer's name, mailing address and phone number(s) and promptly provide this information to THD by calling 1-800-HOME-DEPOT and selecting Option 7. You can also inform the customer that a copy of THD's Do Not Call Policy can be found at http://www.homedepot.com/c/Do_Not_Call.
- If possible, when communicating with a customer, confirm that we have their correct information (name, phone number and email address) on file.
- Do not place autodialed calls, prerecorded or artificial voice calls to communicate with leads or customers for sales/marketing purposes. SMS text messages are treated as autodialed calls.
- Do not place autodialed calls, prerecorded or artificial voice calls to send surveys or request survey participation. SMS test messages are treated as autodialed calls.
- Do not contact customers regarding scores they submit in the Home Services VOC survey. A Home Depot associate should initiate contact to address any unresolved service issues.
- Review the Call Center Best Practices contained in Appendix E of this document.

Zero Tolerance Policy

THD holds our associates to a Zero Tolerance Policy, and we expect the same from our SPs. Zero Tolerance means that no employee or subcontractor should be in possession of firearms, illegal drugs or alcohol, or be under the influence of illegal drugs or alcohol while in a customer's home, on a customer's property, or in THD stores

Chapter 3 - Maintaining Compliance



Following THD standards and guidelines helps to ensure compliance with federal, state, and local laws and regulations. It is your responsibility to know and comply with all federal, state, and local laws and regulations.

During the onboarding process, you were asked to submit a number of documents to establish that your company is properly licensed, insured, and recognized by applicable government agencies. You also ordered background screenings so that THD badges could be issued to you, your employees, and your contractors. These records are kept by THD and are monitored by our Compliance Department.

As documents expire, or your company's structure changes, you need to update your THD records to ensure that your company remains compliant with the Service Provider Agreement (SPA). It is your responsibility to keep THD informed of organizational and licensing changes by providing the most up-to-date documentation at all times.

Part of the value that THD offers its customers is the peace of mind and security that comes with THD's industry-leading compliance program. THD customers deserve licensed, badged, insured, and certified SPs. Our strong focus on compliance is part of the core values we provide, and it continues to make THD the benchmark for the industry.

Compliance Self-Management Systems

There are several components to maintaining compliance after onboarding. They are:

(i) Principal/crew background and badging
(ii) Licensing
(iii) Insurance

All of these can be self-managed electronically through either the Service Provider Compliance Portal (also known SPM) or First Advantage.

The Service Provider Compliance Portal is accessible at the following link: https://thdserviceprovider.force.com/partner.

The benefits of Service Provider Compliance Portal are:

- One stop to manage all documents
- Provide a repository for documents
- Notification of expiring documents
- Management of Compliance contact information

The Service Provider Compliance Portal contact must match the guardian contact designated in HDConnect. The Compliance Portal website enables SPs to manage their badging, licensing, environmental certifications and insurance.

During onboarding you created an account with First Advantage to request backgrounds. First Advantage allows you:

- Order background investigations and badges.
- Upload employee photos for badges.
- Print physical and email digital badges.
- View employee background and badge history (see Badge Requirements).
- Monitor expiration dates, missing licenses, environmental certifications, and insurance certificates.

Maintain your Compliance email addresses to ensure receipt of all Compliance notifications.

It is recommended that you also participate in a consumer information protection credentialing process through First Advantage which allows full access to the individual's background report. Not participating in this credentialing does not prohibit your company from submitting background checks or badges, however, you are limited in the ability to monitor and review background results.

You have the option of participating by calling First Advantage at (844) 717-0512 and indicating that your company would like to be credentialed in order to view all background report details for each applicant your company submits.

Be prepared to provide the following information:

- Company name
- Vendor number
- Contact name
- Company address
- Phone Number
- Email address

If requested, facilitate a site visit.

Principal/ Crew Background & Badging Requirements



Your physical and digital badge identifies the individual and your company as an Authorized SP of THD. THD customers can be assured that a badged SP has successfully completed a background screening and is authorized to perform services on THD's behalf.

All SP personnel must display their own THD-issued identification physical badge at all times while on a THD jobsite, at THD stores representing your company, or in contact with THD customers. If SP personnel has a digital badge, they must present that digital badge to customers while on a THD jobsite or at THD stores representing your company. If SP personal is at a THD store representing your company, they must present digital badge to THD associates.

SP personnel include, but are not limited to, the following:

- Installation employees
- Management staff
- License qualifiers
- Direct and indirect subcontractors
- Agents (including temporary in-store personnel, project specialists, etc.)
- Office staff that handle customer information

License Qualifier Badge Requirements

All license qualifiers (Qualifier) must have a badge. A license qualifier is your responsible managing officer/employee who meets a jurisdiction's experience or examination requirements for a license where applicable. This individual is also responsible for field supervision of all installation activities pertaining to his/her license. A Qualifier may also be known as a "licensee," "qualifying party," or "license-holder."

All Qualifiers for each subcontractor must also have a badge, physical or digital. This includes both Authorized SPs (also called Secondary SPs) and their subcontractors.

If a Qualifier guarantees licenses for more than one SP, that Qualifier must be identified on the badge roster for each SP. ("Identified" implies the individual possesses both a current and eligible background and a current badge.)

Primary – Secondary Service Provider Relationships

SPs may subcontract THD work to other, existing Authorized SPs. This creates a Primary – Secondary SP relationship. "Primary SPs" receive POs from THD. "Secondary SPs" are any THD Authorized SPs or their respective THD badged employees or subcontractors hired by the "Primary SP" to fulfill a PO received by the "Primary SP."

In all cases, the Primary SP is solely responsible to ensure that all Secondary SP personnel are properly badged and licensed while on any Primary SP jobsite. Secondary SP personnel without valid badges cannot perform THD work.

Secondary SP personnel who are not qualifiers can use their existing badges under their own name while working under a Primary SP.

The Primary SP retains complete and total accountability for any and all compliance violations that may occur on a jobsite when subcontracting to a Secondary SP. This includes, but is not limited to, any and all financial penalties that may be levied for compliance violations, as well as potential governmental penalties.

Steps to Submit a Badge Photo

1. Log on to HDConnect > Quick Links > First Advantage OR First Advantage
2. Locate the People Search page, & perform a search for the individual
3. Click on the individual's name to access his/her Person Status Detail page
4. On the Person Status Detail page, click the "SUBMIT BADGE PHOTO" tab
5. Follow the steps indicated on the Submit Badge Photo page

Background Screenings

An initial background screening will be conducted as part of the onboarding process for your company's principal and personnel. You must initiate the process to renew background screenings for each applicant every two years starting from the date of the initial background screening, or as frequently as THD deems appropriate. THD conducts criminal background checks every six months for every badged individual at no additional cost to the SP.

All background screenings include Social Security number verification and criminal background investigations. In addition, company principals will also have a credit report and a motor vehicle records report validation.

You are solely responsible for the cost of the background screenings. These fees are payable via a secure online process through the First Advantage website within HDConnect > Quick Links > First Advantage or for Renovation Services, HDIS First Advantage, where the fee schedule is specified.

Badge Application Process

The following five steps must be completed for each badge applicant:

1. Order a background screening for the applicant

All SP personnel must consent to and pass a set of background screenings. This includes any personnel who may go onto a customer's jobsite or who may come into contact with either a THD customer or the customer's personally identifiable information.

Background screening will be conducted by First Advantage, a third-party agency selected by THD. THD's background process is facilitated through the First Advantage website within HDConnect > Quick Links > First Advantage or for Renovation Services, HDIS First Advantage, where the fee schedule is specified.

2. Verify the applicant's ID

You are solely responsible to verify the identity and Social Security Number (SSN) of each applicant before he or she is submitted for a background investigation. The information submitted must correspond to the person for which the background investigation is being run.

Ensure that the information submitted matches the applicant photo submitted.

You must maintain auditable records of **one of each** of the following two types of documents which verify **both** the identity and SSN of each applicant:

Proof of Identity:

- State Driver's License – must be valid and current (not expired).
- State Issued ID card – must be valid and current (not expired).

Proof of SSN:

- Social Security Card
- Valid US Passport
- W2 Form from most recent income tax filing
- 1099 – must include applicant's SSN (not ID number) and be recent filing
- Recent pay stub showing applicant's name, address, SSN and employer (financial info can be masked).

3. Search People

At the People tab, select Search People. Next, select Search at the bottom of the screen.

4. Collect a signed consent form

Each applicant submitted for a background screening must complete and sign a Background Consent form. This form must be printed and signed by the applicant at the time of each background check. The form is located on the First Advantage website, on the Person Status Detail page, Print Consent Form tab.

You must keep auditable records of the background screening consent form together with the applicant's identification documents for the duration of his/her working relationship with your company for the current year plus six years after the applicant has left your employment.

5. Enter Person Information

For each applicant, create a Person Status Detail page, which is located in the First Advantage website within HDConnect > Quick Links > First Advantage or for Renovation Services, HDIS First Advantage. Enter the applicant information carefully. Misspellings, abbreviations, and nicknames may cause the background screening to be delayed or fail. If your applicant has two legal last names, both names must be included in the last name field. You will be charged to re-order a background check that fails due to information incorrectly entered.

6. Upload an acceptable badge photo of the applicant

Ensure that each photo meets the requirements as specified on the Submit Badge Photo pages.

- Photos must not include sunglasses (shades), hats or headgear.
- File size must be smaller than 3MB in JPEG and BMP format.
- Must be a color photo, 2x2 inches in size.
- Photo must be taken in front of a plain, neutral background color, i.e. white, off-white.
- The contrast and lighting in the photo should be normal.
- Photo must present full head from top of hair to shoulders.
- Photo must include a full face, front view, eyes open and natural expression (head and shoulder should be positioned directly facing the camera, and the entire face should be in focus).
- Photos should include prescription glasses, hearing device, wig or similar articles that are normally worn for medical reasons.
- Individual in photo must be dressed in professional attire.
- Note: These requirements are the basic requirements for passport pictures.

Badge Issuance

A background screening will normally take about 2 to 3 business days if there are no alerts or additional investigations required. Note that some locations may have longer lead times for background screenings. Upon successfully passing the background investigation and properly submitting an approved photo, applicant will be deemed eligible and compliant. An Authorized SP badge will then generate for each applicant. A physical badge will be mailed for each eligible and compliant individual and should be received within 3-5 business days at SP's mailing address. If the permanent badge is not received within 3 to 5 days of an eligible background screening result and proper photo submittal, contact First Advantage at (844) 717-0512 Option 2 or email hdvc.support@fadv.com.

Digital Badge Issuance

The option to provide a digital badge to your applicant is now available. Inputting a personal email address or a business email address is a requirement in order for a digital badge to generate. A digital badge will be immediately emailed to an applicant who has successfully passed the background investigation and submitted an approved photo. The digital badge replaces the "Temporary Badge" which is no longer available. Upon receipt of the digital badge, applicant can commence working on HD jobsites or on HD projects or in stores as an SP representative.

A digital badge can also be issued for individuals who already have an eligible background and a physical badge. Ensure the individual has a personal email address or a business email address on their profile, then select "Send" in order for that individual to receive a digital badge via email.

Badge Renewal

Badges must be renewed every two years. You must initiate a badge renewal 30 days before the expiration date on the existing badge to ensure a new badge will be issued prior to the expiration date.

Badge Replacement

If a physical badge is lost or stolen, a replacement badge can be ordered. Your existing badge will be deactivated at the time the new badge is processed. Replacement badges do not require additional background investigations. However, a badge replacement fee will be assessed for each replacement badge that is processed. The previous badge expiration dates will apply unless a new background screening is processed. Your existing badge will be deactivated at the time the new badge is processed. The permanent badge should be received in 3-5 business days.

If the phone of a digital badge is stolen/lost, or the url is destroyed, a new digital badge can be generated by clicking "Send" in the individual's profile. If a digital badge is sent to the incorrect email address, correct the email address in the system, and click "Send" to generate a new digital badge to that individual.

Badge Invalidation

Badges are immediately invalidated once the associated background screening expires or becomes "ineligible" for any reason. In such cases, the badge-holder is prohibited from coming into contact with THD jobsites, customers, and customer payment information.

Decisional and Ineligible Background Scoring

Based on the EEOC's guidelines for the use of arrest or conviction records in employment decisions, THD conducts an Individualized Assessment of certain background issues flagged during the badging process for individuals who have contact with THD customer(s') information or who work on THD jobsites.

- The Individualized Assessment applies to certain criminal background issues that previously would have disqualified the individual from receiving an authorized SP badge. First Advantage sends a letter to individuals who are subject to an Individualized Assessment, and the letter details the process and actions the individual must follow.

It is the responsibility of the SP to verify that the applicant's mailing address is current and correct to ensure delivery of the letter.

- Individuals flagged for Individualized Assessments will be shown as "Decisional" on the First Advantage website until the assessment is completed by THD Compliance.
- Decisional background scores on the website will be updated to reflect "Ineligible" for individuals that don't respond prior to the deadline. Individuals have 10 days to respond from the background score completion date, which is when the applicant is mailed the letter from First Advantage.
    - If an individual receives a decisional background, they are eligible for an individual assessment. To conduct an individual assessment, contact the Decisional Background team at (770)384-2559. Spanish line (770) 384-2562.
- Backgrounds scored as "Ineligible" as a result of non-response could require the SP to run a new background order for the individual if greater than 30 days.

THD's Individualized Assessment will not automatically result in a "Decisional" background score being overturned to an "Eligible" background score:

- The nature and gravity of a conviction and elapsed time since the conviction will be considered on whether the individual will be authorized to receive a badge and work on THD jobs assigned to SP.
- THD's Compliance leadership team reviews all Individualized Assessments and decides whether the individual will receive an authorized SP personnel badge.
- Only the individual with the decisional background can contact THD Compliance to participate in the Individualized Assessment, and the applicant must have a copy of their background.

How to Contact First Advantage

Tech Support:

844-717-0512

hdvc.support@fadv.com

How to Print Digital Badge

1. Log on to HDConnect or First Advantage.
2. HDConnect > Quick Links > First Advantage.
3. On the People Search page, type in the individual's first and last name. Search.
4. Click on the Individual's name to access his/her Person Status Detail page.
5. Insert personal email address or company's email address. Save.
6. On the Person Status Detail page, click "SEND."
7. Individual will receive link via email and can bookmark link for retrieval of digital badge.

Ineligible Scoring

- If the applicant disputes the validity of the flagged criminal background issue, they must contact the First Advantage consumer dispute team directly to file a dispute. Applicants with Ineligible Scores can also participate in the Individual Assessment process detailed above.

Maintaining your Employee Roster

When you deactivate or terminate a badged employee, subcontractor, or agent, these guidelines must be followed:

- Update your badge on the Compliance website through HDConnect > Quick Links > First Advantage. For Renovation Services, HDIS, badges should be updated on First Advantage
- Indicate that the person is now inactive or terminated
- Collect the badge(s) from the terminated or deactivated personnel and return to: Home Depot Badge Services; C/O First Advantage, 480 Quadrangle Drive, Suite A, Bolingbrook, IL 60440
- A digital badge becomes non-compliant if an individual is moved to Inactive or Terminated status

This policy applies to any badged personnel who are inactive or terminated for any reason, including investigations of badge infractions.

Company Termination

In the event that, for any reason (voluntarily or in-voluntarily), your company ends its business relationship with THD, you should return all physical badges to the following address:

Home Depot Badge Services
C/O First Advantage
480 Quadrangle Drive, Suite A,
Bolingbrook, IL 60440

License Requirements

As an Authorized SP, your company must comply with all legal requirements for each territory in which Services are performed. This includes all license, registration, and certificate of authority (collectively, "Licensure") requirements imposed by federal, state, county, and municipal regulatory agencies.

SPs are required to maintain current, auditable records of all Licensure for each subcontractor and their personnel for the current year plus six years following the termination of the SPA. You must provide proof of all required Licensure to THD's Compliance Team upon request.

Specific Requirements

To perform any services for THD customers, your company must:

- Know all Licensure requirements for each jurisdiction in which services are performed.
- Obtain and maintain all required business, contractor, and trade licenses and certifications.
- Register with all required regulatory agencies.
- Provide proof of Licensure upon receipt, renewal, or as requested by THD.
- If there are any suspensions, revocations, or other disciplinary actions taken against your company's or your personnel's Licensure, contact your Service Provider Research Coordinator.

Subcontractor License Requirements

SPs are solely responsible to ensure that all direct and indirect subcontractor companies and personnel used to perform services also meet all Licensure requirements imposed by regulatory agencies. Enlisting another existing THD Authorized SP and their badged personnel as a subcontractor is permitted where they have the required license and certifications to perform the work.

No Work Letter (NWL)

No Work Letters are used when it is agreed upon that an SP will not perform Services installation work within a specific geographic area or location. Therefore, multiple NWLs may be applicable to an SP depending on the program/SKU within a geographic location. A NWL is required when a license or certificate is not and will not be obtained by an SP. All NWLs are valid until the SP provides, and THD approves, proof of the ability to perform the work that is the subject of the NWL. An NWL is valid for 3 years or until the SP provides documentation they are licensed to work in the area. NWLs must be submitted and maintained on the compliance SP community portal.

Compliance License Review

All licenses must be submitted correctly by the SP by uploading directly to SPM System, https://thdserviceprovider.force.com/partner. Such licenses include, and are not limited to, the following types: business licenses, local municipality and state trade licenses, EPA certifications and licenses, No Work Letters (NWLs), etc. As an SP, you are solely responsible for maintaining all licenses, including without limitation, submitting any new licenses or renewals of any expired licenses.

Submitted licenses will be validated by the License Research team and the SP will be contacted with any questions or revisions needed.

Maintaining Licenses

License expiration notifications are sent 30 and 15 days prior to expiration, the day of expiration, and 5 and 10 days post-expiration to the Compliance partner contact information listed in the system.

To Update Licenses:

- Log into the Service Provider Compliance Portal at https://thdserviceprovider.force.com/partner
- The Documents Needing Attention page will appear and list documents that need attention - Click the "Upload" button under the "Action" column on the page
- Select "Choose File". A box will appear allowing you to select files
- Select the document you would like to upload – Click Open
- Input the required information – Click Save
- If issues uploading arise, you can contact services_licenses@homedepot.com for assistance.

Insurance Requirements

Your company is required to maintain adequate insurance protection for THD customers and your personnel. Limits must meet or exceed the level specified by THD in Schedule A below. All policies must be underwritten by a carrier incorporated and headquartered in the United States that will allow claims to be filed in the United States, provide for payment of claims in U.S. dollars, permit legal service of process in the U.S., and U.S. law must apply to claims. Re-insurers are not acceptable. SPs who fail to maintain THD's insurance requirements are subject to fines or termination.

General Liability

You must maintain Commercial General Liability (CGL) insurance that covers the scope of your operations. The coverage limits must be on an occurrence basis. The coverages must include general liability and separate products/completed operations coverage, with a per-occurrence limit and aggregate limit which must meet or exceed the level specified by THD. (See 10-point checklist and Schedule A below.)

Home Depot USA, Inc., and its parents, affiliates and subsidiaries must be named as additional insureds, including primary and non-contributory status. CGL policies must not have an exclusion for claims arising from lead-based paint hazards, and if they do, an endorsement providing for such coverage must be obtained. Additional insured status is required for Ongoing and Completed Operations for a minimum period of three years following completion of work.

Exclusions not allowed:

- Residential
- Multi-family or condominium
- New construction
- Tract housing
- Structural
- Exterior Insulation Finishing Systems (EIFS), if program applicable
- Roofing, if program applicable
- Mold, applicable to Insurance Level 1, 2, and 3
- Claims arising from lead-based paint hazards

Auto Liability

You must carry adequate insurance for all automobiles used in providing services on behalf of THD. Coverage should be provided for owned, hired, and non-owned automobiles. Limits must be in force either for a combined single limit or bodily injury (per person), bodily injury (per accident), and property damage (See 10-point checklist and Schedule A below).

Workers' Compensation

Your Workers' Compensation coverage must comply with applicable statutory limits. Employers Liability coverage must be in force for Each Accident, Disease-Policy Limit, and Disease-Each Employee. The Certificate of Insurance (COI) must show coverage for every state in which you will be doing business with THD. Your COI must indicate whether any of your company principals are included under or excluded from this coverage and any policy exclusions must be listed on the COI. If you are or believe you may be exempt from participation in a workers compensation insurance program or if you are self-insured, then proof of exemption should be uploaded at https://thdserviceprovider.force.com/partner.

All policy exclusions must be listed on the Certificate of Insurance.

Schedule A - Insurance Limits

		Required Insurance Limits		
Insurance Level	**General Description**	**Commercial General Liability**	**Auto Liability (CSL)**	**Workers' Compensation**
1	HVAC, Plumbing, Electrical, Kitchen Remodels, Countertops, Bath Remodeling, Home Reno, Solar	$1,000,000	$300,000	Statutory
2	Cabinet Replacement (no plumbing), Windows, Doors, Garage Doors, Sheds	$500,000	$300,000	Statutory
3	Carpet, Floor covering, Garage Door Openers, Fencing	$300,000	$300,000	Statutory
4	Window Treatments, Drapery, Inspections	$100,000	$100,000	Statutory
5	Carpet Binding, Non-Installation Workrooms, Carpet Measure	Evidence of Insurance	Evidence of Insurance	Statutory
6	Structural Changes (Allowed for Core Kitchen and Bath Only)	$2,000,000	$300,000	Statutory

Subcontractor Insurance Requirements

You are solely responsible to ensure that all direct and indirect subcontractor companies and personnel you use to perform services also meet all insurance requirements. Subcontractors are required to name both you and THD as additional insureds and provide to you an insurance certificate reflecting that you and THD are additional insureds on the subcontractor's commercial general liability insurance policy.

Certificates of Insurance

You must provide THD with an insurance certificate that is signed by your agent and valid for the current period, as well as written notification of all updates and changes to the policy. Renewal insurance certificates should be uploaded at https://thdserviceprovider.force.com/partner.

To ensure compliance with this section's insurance requirements, share this section with your insurance agent.

Ten Point Checklist

1. **Legal Company Name**: Your Company's name on any insurance related documents must EXACTLY match your legal name as it appears on the Service Provider Agreement that you signed during the onboarding process. Any name change made during or after onboarding must be updated on all insurance related documents as well.

2. **Additional Insured Statement**: General Liability and Auto Insurance certificates must contain the following statement exactly: "Home Depot U.S.A., Inc., and the parents, affiliates and subsidiaries are added as additional insureds." The phrases "Additional Interest" or "Will be Added" in the above statement will not be accepted.

3. **Certificate Holders**:
Home Depot USA, Inc.,
Compliance Dept., C-11
2455 Paces Ferry Rd
Atlanta, GA 30339

4. **Carrier Ratings**:
Insurance carriers must be rated a "B+" "VI" or better by A.M. Best Company.

5. **General Liability Occurrence Box**:
Must be checked.

6. **Policy Number**:
Must be listed. Binder numbers are not acceptable.

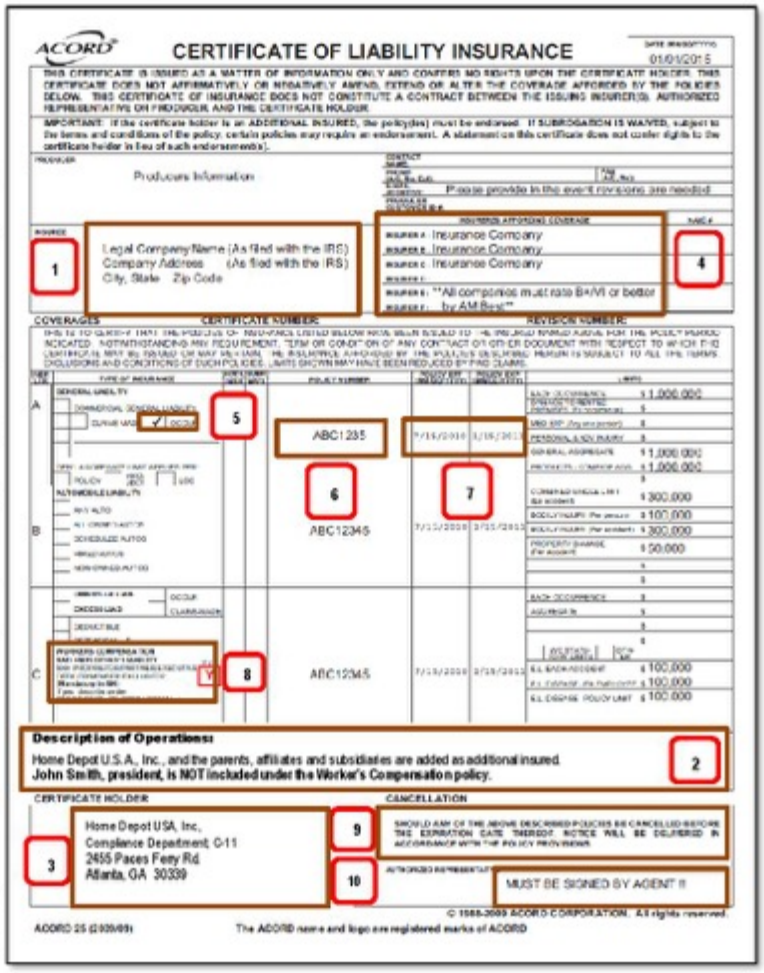
7. **Current Certificate**:
Must be valid and not expired.

8. **Workers' Comp Officer Exclusion**: Enter "Y" or "N." List excluded officers in the descriptions box if Y.

9. **Cancellation / Modification Notice**:
Written notification of cancellation or modification is required.

10. **Signature**:
Certificate must be signed by the agent.

Deductible / Self-Insured Retention: Any deductible or Self-Insured Retention (SIR) greater than $10,000 must be on the Certificate of Insurance. Inform THD Compliance of any SIR that is added to the policy.



Any forms or endorsements referenced on the Certificate of Insurance must be attached when submitted.

Business Profile and Structure Changes

THD maintains certain information about its SPs to ensure compliance (e.g. correct tax reporting). Failure to notify or update THD of the changes to information discussed in this section could put your company at risk for misfiled tax information or non-compliance. It is the responsibility of the SP to report to THD any and all business profile and business structure changes.

On occasion, day-to-day business operations change. When this occurs, the SP should make such updates through the Supplier Maintenance Request (SMR) Form on HDConnect and also review the Form to identify additional required updates. Business profile changes include such items as:

- Shipping address (for products)
- Telephone and Fax numbers

Business Structure Changes

During your initial onboarding process with THD, you were required to submit documentation which listed your company's business structure and ownership. If your company undergoes any change to its business structure or ownership, you should notify your SPRC immediately to initiate the Business Entity Change (BEC) process. Business structure changes include such items as:

- Payment address
- Company name
- Company buyout or merger
- Business entity structure changes
- Tax identification information
- Consolidation of vendor number accounts

If THD is unable to secure the required documents to complete the BEC process, then the current business structure or ownership will remain in our records until the required information has been submitted. Also, your company will be considered non-compliant, and THD may deactivate your company until the updated documents are submitted and approved.

THD reserves the right not to accept BEC requests, including ownership changes.

Business Process Changes

- Change shipping address
- Change of payment address
- Change of primary phone, or fax

Business Structure Changes

- Change of Tax ID or EIN
- Dissolving a sole proprietorship, corporation, partnership, limited liability partnership (LLP), or limited liability company (LLC)
- Adding or removing a spouse or other family member as a liable owner
- Changing the members of a partnership
- Changing from a sole proprietorship to a corporation, partnership, LLP, or LLC
- Changing from a partnership to a sole proprietorship, corporation, LLP, or LLC
- Changing from an LLP or LLC to a sole proprietorship, partnership, or corporation
- Changing from a corporation to a sole proprietorship, partnership, LLP, or LLC

Compliance Audits

THD conducts ongoing audits to ensure compliance with regulatory and contractual obligations. All THD employees that visit your jobsite or place of business will be wearing THD branded clothing and a current physical badge or be able to display a digital badge. You should provide any and all requested information, completed forms, or other documentation within the time specified by the requesting THD representative. Lead Safe documents have a separate review and fining. Documents are due within 30 days of work being completed or subject to fines. See chart Financial Penalties Schedule (p. 30).

Compliance Audit Types

Type of Audit	Description
Job Site Inspection	An on-site audit conducted by THD field personnel. Audit includes, but is not limited to, compliance checks such as crew member badging, and permitting.
Service Provider Compliance Review	A visit to the home or field office of an SP (not a customer site). Audit focus includes, but is not limited to, PCI data compliance, EPA Certificate verification, and insurance.
Remote Audits (Not done on job site)	Audits conducted by the Services Compliance Audit Team which include, but are not limited to, verifying that insurance and licenses are up to date and on file; permits are being sent in or uploaded by installers when required; and all installers have eligible crew members (background check has been cleared by First Advantage).

Remote Audit Process Flow

Audits

Day 1

- SP notified via email of any violations found

Re-Audits

Day 5

- If SP is still non-compliant, violation notice sent to SP with fine amount

Fines

Day 10

- If SP is still non-compliant, fine amount assessed and SP notified via email

Job Site Inspection and Service Provider Document Review Process Flow

Site Inspection/Fines

Day 1

- SP notified via email of any violations found and fine amount assessed

Dispute Period

Day 8

- SP has 7 days to dispute the site inspection results

Violations

Violations are easily avoided by adhering to all guidelines and performance standards outlined in this document. THD conducts audits on a regular basis to ensure these standards are being upheld at all times. If an SP is found to be in violation, they will be subject to financial penalties including but not limited to:

Badge Infractions

- Any person on a jobsite or interacting with customers without a physical or digital badge (even if they have passed a background check).
- Any person on a jobsite or interacting with customers without having completed a background check and having an active and eligible background.
- Any person in a SP's office or business location that handle HD's projects and/or customer information without having completed a background check and having an active and eligible background.
- Any SP without at least one active and eligible principal/owner
- Any SP having accepted work, performed work, or closed a PO during a time at which no active and eligible personnel were on file.

Licensing Infractions

- Not in possession of a valid license at the time of an install when the scope of work offered or performed requires the license.
- Not having the license holder on the jobsite performing or supervising the work as required by local, state, or federal laws.

Permit Infractions

- Not having the required permits for the scope of work performed.
- Not having posted all required permits at a jobsite.
- Failure to obtain a permit prior to the start of the job.
- Failure to record a permit number and permit amount.
- Failure to upload a copy of either the permit or the permit waiver.

Payment Card Industry - Data Security Standard (PCI-DSS) Infractions

- Emailing, faxing, or uploading/submitting any documentation without first removing sensitive customer data (e.g. full or partial credit card numbers, credit card authorization numbers, personal or business checks, with or without the account and routing numbers blacked out, check payment receipt confirmation form, etc.).
- Not adhering to all PCI - DSS requirements at all SP office locations and any other locations where customer information is involved/available. These requirements can be found here: https://www.pcisecuritystandards.org.

Violation Disclaimer

THD recognizes that from time to time issues with data integrity or communications errors may lead to erroneous penalties. The dispute process enables you to object to violations as long as the dispute requirements are met.

Violation Dispute Process

Disputes are reviewed weekly. To dispute a compliance violation:

- Locate the email notification letter
- Review the letter
- Perform a "reply" to the emailed notification letter and follow the instructions

Violation Dispute Documentation

When submitting a dispute, all supporting documentation must be included.

Violation Dispute Deadline

Compliance violation disputes submitted more than seven days after the emailed Service Provider violation notice will not be considered.

EPA RRP Rule Certification Infractions

- Not in possession of valid National or State Firm lead-based paint RRP Certificate where required for scope of work.
- Not in possession of valid RRP Individual Renovator Certificate where required for scope of work
- Not having the certified individual renovator on site performing or supervising the work as required by local, state, or federal laws.
- Charging for lead-based paint remediation (or any other work regulated by the EPA) without actually performing the work and adhering to all state and federal regulations. EPA lead paint guidelines can be found at http://www.epa.gov/lead.

- Not in possession of other environmental documents required by THD.

Insurance Infractions

- An insurance policy is missing or expired, has inadequate coverage levels, contains certain policy exclusions, or any other item covered by the Ten Point Checklist.

Licensing Board Complaint Infractions

- Any instance of a regulatory violation, complaint, or notice against either THD or the SP which is not resolved in a timely and professional manner.
- Not having the required permits for the scope of work performed.
- Not having posted all required permits at a jobsite.
- Failure to obtain a permit prior to the start of the job.
- Failure to record a permit number and permit amount.
- Failure to upload a copy of permit
- Failure to close a permit.

Capital Tax Infractions

- Not in possession of valid Capital Improvement forms for the scope of work where labor is not taxable to the customer.
- Not in possession of valid Capital Improvement forms, with the customer's signature, prior to key rec'ing a PO/job.

Installation Customer Approval (ICA) Infractions

- Failure to fully execute the ICA, including customer's signature and date.
- Initiating SP payment prior to executing ICA.
- Failure to complete and submit the fully executed ICA form(s).

Home Improvement Agreement (HIA) Infractions

- Failure to fully execute the HIA for all SF&I jobs.

Failed Audits, Chargebacks, and Disputes – All Programs

- Repeated failed audits and infractions will increase the number of field audits completed by THD. THD Compliance team can assess financial penalties or deactivate non-compliant SPs.
- To dispute a chargeback, respond to the email address indicated on the chargeback notification.
- Disputes filed more than 30 days after the chargeback issue date (email notification) will not be accepted.

Penalities of Non-Compliance

THD assesses penalties for non-compliance with the performance standards outlined in the SPA and this Reference Guide. Penalties will be charged and deducted from payments due for subsequent work. You, the SP, are responsible for violations caused by your employees, crew, or subcontractors.

- Penalties vary and will be assessed based upon the SPs "sales at cost" with THD.
- The tiered fine structure is based on sales for a rolling 12 months and will remain in place for a rolling 12-month period. New providers will default to Tier 3 until sales exceed $100K.

Tier	Sales Range
1	Greater than $1M
2	$500K - $1M
3	$100k - $500K
4	Less than $100K

- THD reserves the right to fine an SP up to $20,000 per instance for repeat or egregious infractions (e.g. not closing permits) in THD's sole discretion.
- Fines levied for individuals on jobsites working without a physical or digital badge, working with no active/eligible background, failing to pull or close a permit, or causing any EPA violations are NOT subject to THD leniency in the dispute process and are in addition to governmental penalties that may be imposed upon the SP.
- SPs with repeated infractions will experience repeated audits to ensure compliance
- In addition to economic penalties, THD may deactivate or terminate an SP for violation of the terms of the SPA and this Reference Guide.
- All compliance alerts (e.g. expiring licenses, etc.) and audit notifications are sent to the "compliance" email address provided by the SP (see Email Address Policy).

Financial Penalties – Schedule *updated 8/23/21

Violation Type	Violation Occurrence	Tier 1 (> $1M)	Tier 2 ($500K - $1M)	Tier 3 ($100K- $500K)	Tier 4 (<$100K)
Missing Badge on Site (Valid Background)	1st	$300	$300	$200	$100
	2nd	$600	$600	$400	$200
	3rd	As determined by THD			
Ineligible/Expired Background on Site	1st	$1,500	$1,500	$1,000	$500
	2nd	$3,000	$3,000	$2,000	$1,000
	3rd	As determined by THD			
Missing/Expired License	1st	$1,500	$1,000	$750	$500
	2nd	$3,000	$2,000	$1,500	$1,000
	3rd	As determined by THD			
Permit not Posted/Pulled where Required/Permit not closed	1st	$1,500	$1,000	$750	$500
	2nd	$3,000	$2,000	$1,500	$1,000
	3rd	As determined by THD			
Payment Card Industry (PCI) Data Security Violation	1st	$1,500	$1,000	$750	$500
	2nd	$3,000	$2,000	$1,500	$1,000
	3rd	As determined by THD			
Incomplete EPA Document	1 or more	$250	$250	$250	$250
Missing EPA Documents	HS 105	$500	$500	$500	$500
	HS 115	$1,000	$1,000	$1,000	$1,000
	HS 118	$500	$500	$500	$500
	HS 119	$1,500	$1,500	$1,500	$1,500
	HOME AGE PROOF	$500	$500	$500	$500
	LEAD PROOF	$500	$500	$500	$500
	STATE FORM	$500	$500	$500	$500
Failure to provide LSWP documentation/ 3rd party remediation	1 or more	Determined by cost of correction by 3rd party			
Not Executing Lead Safe Work Practices Onsite (Job Site Inspection)	1st	$2,000	$2,000	$2,000	$2,000
Executing LSWP jobs with an uncertified renovator	1st	$2,500	$2,500	$2,500	$2,500
Missing/Expiring Insurance	1 or more	$1,500	$1,000	$500	$250
Failing to Respond to an Insurance Claim	1 or more	$1,500	$1,000	$500	$250
License Board Violation or Attorney General Compliant	1 or more	$2,500	$2,000	$1,500	$1,500
Capital Tax Improvement Forms Missing/Incomplete	1 or more	$750	$500	$250	$250
Customer Agreement/ICA forms Missing/Incomplete	1 or more	$750	$500	$250	$250
Absence of PPE	1 or more	$300	$300	$200	$100
Expired Principal Background	1 or more	$700	$700	$700	$700

Permit Requirements

All permits required by federal, state, county, and municipal agencies must be obtained before starting any job for THD, except where legally exempted for emergency installations (e.g., emergency water heater or furnace installations). Proper permits and inspections must be obtained upon completion of lawful emergency installations.

THD may require, at its sole discretion, that you use a designated permit runner to obtain, track, and monitor permit(s) for services provided on behalf of THD.

Prior to starting a job, you must submit proof that a permit was pulled, and at the end of a job you must submit proof that the permit was closed.

For additional details regarding permits, reference Section 4.10 of the SPA.

When Performing Any Services for THD Customers, Your Company Must:

- Know the current permit requirements in the jurisdiction where the Service is performed, which is solely the SPs responsibility.
- Verify that all required permits have been obtained or applied for.
- Obtain a copy of the permit(s) and submit them to THD prior to the start of any Services.
- Post the required permit(s) at the jobsite as stipulated by local ordinances or in a window facing the street and at street-level. If there are no windows at the jobsite, post the permit at the front of the jobsite in a location where it is easily accessible.
- Verify the final inspection took place and passed or the jurisdiction releases you from responsibility for permit closure. Copies of the permit and permit closure must be submitted to THD If the final inspection fails, the SP is responsible for performing any rework and scheduling and completing subsequent inspections until the final inspection is passed and the permit is closed.
- Ensure that all required permits are closed (passed inspection) prior to closing and key-rec'ing a PO for payment. Enter the text, "See Notes," and add a note on the PO with the permit number and any additional permit-related information, if there are multiple permits or the permit number doesn't fit into the predefined field.
- If a customer is non-responsive to your attempts to ensure permit closure or schedule inspections, make and document at least three attempts to contact the customer. The third attempt should be sent to the homeowner via certified mail, and the certified mail receipt number should be included in the letter. The SP must retain a copy of each communication attempt and the certified mail return receipt.
- Take action if a customer remains non-responsive or is unwilling to participate in a final inspection. The SP should notify the jurisdiction and provide them with documents showing your attempts to contact the customer, so the jurisdiction can take the appropriate next steps (e.g., transfer accountability of an open permit to the customer's name).
- SPs may charge the customer an administration fee for pulling permits. This amount should be reasonable, with the sole purpose of covering costs incurred.

Maintain Permit Records

All SPs must:

- Develop and maintain a documented process to track the status of each open permit you have pulled from its pull-date through a completed building and safety inspection, where applicable. This includes any subcontractors that may have pulled permits on your behalf.
- Maintain auditable paper or electronic records of permits, which must include:
    - Open permits
    - Closed permits
    - Building and Safety Permits (inspections) signed by the proper authority, where applicable
    - Proof of payment for permits
- Retain audit records for audits from the current year plus six years from a termination of the SPA, or as stated in the

SPA, whichever is longer.

All permits must be submitted to THD (see Submitting and Accessing Installation Documents).

Installation Customer Approval (ICA) Requirements

Once a service or installation has been completed, the SP is required to obtain the customer's signature on the Installation Customer Approval (ICA) (form HS-329). A fully executed ICA indicates completion of the job to the customer's satisfaction.

General Liability (GL) Claims

You are responsible for the cost of any damages that your work causes to a customer's home. Damage to a customer's home not related directly to the install (such as water damage from a leaky roof) is considered **consequential damage**. You are required to have General Liability insurance policies to protect THD against consequential damage claims or bodily injury claims.

Reporting Consequential Damage

The customer may report consequential damage to you, to a member of THD Field Services team, or to a THD store.

- Immediately notify the store COS or your THD field representative of any damage, alleged damage, or consequential damage to the customer's home or property while performing work.
- Keep the store or your THD field representative informed of all consequential damage claims (Note: an additional PO will not be generated).
- You will be given the opportunity to correct the damage and resolve the issue within 10 days before a claim is filed with your insurance carrier.
- A consequential damage that is reported to the THD Field Services team member or the store will be reported to Sedgwick, THD's third-party claims management agency. Sedgwick will notify you within five business days of the consequential damage being reported to them.

Handling of Consequential Damage

Respond within five business days to a reported or discovered consequential damage and take the following actions:

- Review the issue with the customer, inspect the damage, and propose a resolution.
- Communicate the resolution/denial to Sedgwick and THD field representative assigned to the area. If denying the claim, all denials must be communicated to the customer in writing with a copy to the Sedgwick adjuster assigned to the claim.
- Coordinate the resolution across all involved parties (the customer, Sedgwick and THD field representative).
- Provide any requested supporting documentation to Sedgwick to substantiate that the issue has been resolved (e.g., customer signed a THD Settlement and Release Agreement).
- Sedgwick will contact the customer to make sure the resolution was handled to the customer's satisfaction and will send a closing letter to the customer with a copy to you.

Unresolved Consequential Damage

If you cannot resolve the claim or if you are disputing responsibility for the consequential damages, report the status of the issue to Sedgwick.

- You must file a claim with your GL insurance carrier.
- Sedgwick will not contact your insurance carrier to verify that a claim has been filed unless the damages are over $2500.

GL Claims should not have a store PO# issued for any action to resolve a customer's issue.

Handling Unpaid Claims

You are responsible for all claims or any part of a claim that are not covered or paid by your insurance company.

- Sedgwick will contact THD field representative for their assessment of the damage.
- If necessary, Sedgwick will obtain a third-party estimate of damage through an independent claims adjuster. Sedgwick will evaluate the claim and, if necessary, review a proposed settlement amount with THD's Risk Management team.
- Sedgwick will negotiate a settlement with the customer.

Negotiated Settlements of Claim

All negotiated claim settlements, including claims for defective work or consequential damages, must be documented in writing using the Settlement and Release Agreement ("S&R") form provided by THD. The S&R must be signed by the customer, must clearly identify any payments or concessions to be made to the Customer, and must clearly state the time for all parties to perform under the S&R.

If you are unable to resolve a customer claim within a reasonable time, or if you are unable to correct defective work on the first attempt, then you should notify THD Store Support Center (SSC) of the claim and your efforts to resolve it. THD SSC may assist you in resolving the claim, or THD SSC may take over the claim resolution process and advise you of any required actions by you.

Chargeback of Negotiated Settlement

THD will process a chargeback against you for claims that Sedgwick or THD settles with the customer.

- THD will process the chargeback and deduct the negotiated amount along with any additional expense related to the settlement (e.g., independent claims adjuster charge) from your next payment due.

GL Claims Dispute Process

You may dispute settlements paid on your behalf. All decisions made by the GL Claims Chargeback Committee will be emailed to you and are final. Below are the steps to be followed:

- Submit a completed Dispute Form with any supporting documents to your THD field representative for review. The form can be found in HDConnect > Support > Documents > Compliance > Form – General Liability Dispute.
- Your THD field representative will review the Dispute Form and supporting documents to confirm that the chargeback is not disputed due to failure to notify the SP of claim.
- Once your THD field representative has reviewed the form and supporting documents, they will be submitted to the GL Claims Chargeback Committee for review.
- The GL Claims Chargeback Committee meets monthly (on or about the 15th of the month).
- The GL Claims Chargeback Committee will approve or deny the dispute.
- If the decision is in your favor, the chargeback will be reversed within five business days.
- If the dispute is denied, the chargeback will remain.
- All disputes must be submitted within 30 days of the chargeback.

GL Claim Notification Methods

1. A letter will be sent to your pay-to address on file with Compliance in HDConnect
2. Followed by an Email
3. **Then** by Telephone call

Sedgwick Contact Information

Sedgwick CMS
PO Box 14451
Lexington, KY 40512
Phone: 800-253-4527
Fax: 770-901-3310

Chapter 4 - Legal Responsibilities

All SPs are required to abide by all agreements with THD, as well as applicable federal, state and local guidelines. It is your responsibility to know and understand the Service Provider Agreement (SPA), any SPA Amendments, and these guidelines.

Mold, Asbestos, Lead Paint, and Silica (MALPS)

Introduction

SPs are at times required to replace materials that are worn out, weathered, leaking, or damaged. In the process, SPs can expect to encounter a variety of environmental conditions, building materials, and substances like mold, asbestos, lead-based paint, and silica.

These substances are found in many homes undergoing repair or renovation. Each requires special care, depending upon the conditions observed. THD relies upon your professional judgment, experience, and ability to adhere to commonly accepted trade practices, industry standards, and applicable laws and regulations while on the jobsite. In the sections below, you will find Standard Operating Procedures (SOPs) addressing each of these substances separately, how to proceed, and what to do if these substances are found.

Standard Operating Procedures: Mold

When preparing to install replacement carpeting, windows, floors, doors, or thresholds, you may find moisture damage and, in some instances, mold. Customers often purchase replacements for these items because the existing equipment or materials have failed, allowing leaks or other water intrusion.

If woodwork, drywall, and other building materials remain damp for more than a few hours, mold may begin to grow.

If mold is present, you should follow the On-the-Job Procedures described below to determine if the condition is manageable. Depending on whether the condition is manageable or not, proceed as directed either to complete the job or to recommend that the customer hire a qualified mold remediation contractor. Several states, including Arkansas, Texas, Louisiana, Florida, New Hampshire, New York and Maryland regulate mold testing and remediation or require certified or licensed mold remediation contractors to conduct mold remediation if the mold-impacted area exceeds a certain size. All SPs must be aware of any state-specific requirements for certification and licensing of mold remediation contractors. In the event of a natural disaster, additional forms may be required, including the HS-129 Natural Disaster Release Form.

Additional information regarding mold can be found online at www.epa.gov/mold

On-the-Job Procedures: Mold

1. If mold is observed, consider the questions below to determine if it is a *manageable* condition.
    - Would you normally expect to find mold under these conditions in this type of an installation?
    - Does it appear to be confined to a small, localized area? Note: Generally, mold-impacted areas of less than 10 square feet are considered manageable. However, SPs must confirm that applicable state mold remediation requirements do not require certification or licensing to conduct mold remediation under the applicable circumstances.
    - Will the complete area or material be replaced as part of the normal scope of work for the job?
    - Has the moisture source been repaired, or will it be repaired under the normal scope of work for the job?
2. *If the answer is "yes" to all of the above, the mold condition likely is manageable.* Inform the customer of the presence of mold, explain that the affected materials will be replaced as part of the job, and proceed with the installation, unless stat e-

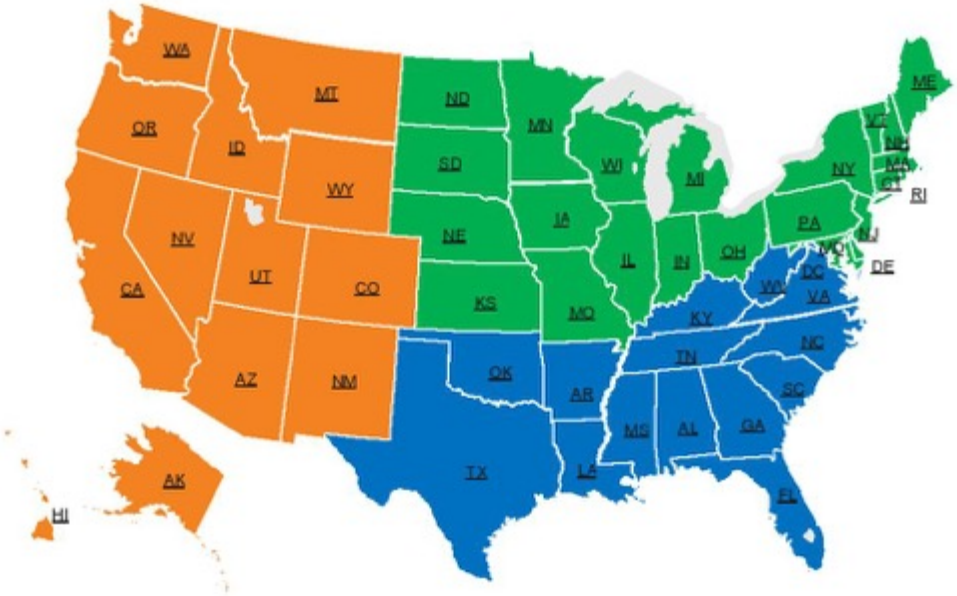
specific requirements require a certified or licensed mold remediation contractor to remediate the mold. This step must be documented in the job folder.

3. *If the answer is "no" to any of questions in step 1, the condition is NOT manageable*. Tell the customer the necessary remediation is not within the scope of work and recommend that the customer retain a qualified, and where required, a certified or licensed, mold remediation contractor. **Do not continue with the install**. Secure the jobsite and leave it in a safe condition. Note in the job folder that the customer was notified and the jobsite was secured and complete a Notice to Remedy Environmental Conditions Form (HS-111). The installation may be completed only after the mold has been remediated.
4. Steps following professional remediation: Once remediation is completed by a qualified mold remediation contractor and the customer requests completion of the installation, you must have the Customer read, sign, and date the Acknowledgement of Change and Waiver of Liability Form (HS-112) prior to restarting the job. A signed copy of the form must be kept in the job folder.

Standard Operating Procedures: Asbestos

Asbestos Containing Materials ("ACM") are frequently found in houses built prior to 1981. Certain materials in such homes are considered Presumed Asbestos-Containing Materials (PACM), including thermal system insulation, roofing and siding shingles, vinyl floor ties, plaster, cement, putties, caulk, ceiling tiles, spray-on coatings, adhesives, HVAC duct insulation, and pipe wrapping if they were installed before 1981. Unless PACM has been analyzed by a certified laboratory and shown to be asbestos-free, it must be treated as an asbestos-containing material. Only trained and licensed contractors should remove or disturb asbestos. **Under no circumstances should an SP disturb ACM or PACM.** If ACM or PACM is found in good condition, then leave it in place and do not saw, cut, drill, hammer, or otherwise disturb it. If ACM or PACM is broken, cracked, or flaking, then assess the condition carefully to be sure that continuing work will not disturb the material or any related debris in any way. If ACM or PACM is identified, follow the On-the Job Procedures below to determine whether the material is manageable. In any case, avoid any installation activities that could disturb the ACM or PACM.

Additional information regarding federal asbestos rules can be found online at www.epa.gov/asbestos or by using the United States Jurisdiction Regulatory Link interactive map below.



On-the-Job Procedures: Asbestos

1. If the home was built before 1981, or the age is unknown, ask the customer if the home has been inspected for asbestos and if any ACM was found in the area of the install. If an inspection confirmed that ACM is not present, or if the house was built after 1980, proceed with the install.
2. If you are in a state that requires pre-test asbestos clearing notification, please obtain the State clearance letter from the customer prior to beginning the job. If the customer has not obtained the pre-test clearance letter, **do not begin the install.** Instruct the customer that they have to obtain the letter before the install can begin. In addition, all SPs are expected to understand and comply with any on-the-job requirements particular to their jurisdiction.
3. If an asbestos inspection has been conducted on the home and the presence of ACM in the work area is confirmed, or if the home was built prior to 1981, *and* an inspection has not been conducted, *and* PACM is present in the work area, you can use this information to determine *manageability*. Ask for a copy of any asbestos-inspection reports for your job folder and proceed to Step 3.
4. If any ACM or PACM is present in the work area, look carefully to see whether it is in a manageable condition. A manageable condition is one where the job can be performed and completed without disturbing any ACM or PACM.
5. If the condition of the ACM or PACM is manageable, tell the customer, explain that the install will be completed without disturbing the materials, and proceed with the installation. **Document this step in the job folder**.
6. If the condition is NOT manageable, tell the customer about the condition and advise that asbestos abatement is not within the scope of work and that a licensed asbestos-abatement contractor should perform the asbestos abatement. **Do not continue with the install.** Secure the jobsite and leave it in a safe condition. Note in the job folder that the customer was notified and the jobsite was secured and complete a Notice to Remedy Environmental Conditions Form (HS-111).
7. *Following professional abatement:* After asbestos abatement is completed, ask the customer to read, sign, and date the Acknowledgement of Change and Waiver of Liability Form (HS-112) before restarting the job. **Place a signed copy of the form in the job folder**.

Standard Operating Procedures: Lead Paint

Provided below is a brief overview of the EPA's Lead-Based Paint Renovation, Repair, and Painting Program ("RRP") Rule. All SPs, where applicable, are required to understand and comply with the requirements of the RRP Rule, including certification, training, documentation, and lead-safe work practices.

Homes built before 1978 may contain lead paint. The EPA's RRP Rules require contractors who perform renovation work in such homes to be trained to use lead-safe work practices, require renovation firms to be EPA-certified, and have specific recordkeeping requirements. The RRP Rules apply to all residential houses, apartments and child-occupied facilities such as schools and day-care centers serving children younger than six, if the properties were built before 1978 and if more than six square feet of paint per room inside or more than twenty square feet of paint outside is disturbed. All SPs are required to understand and adhere to all RRP Rule requirements.

RRP Rule Certification

SPs testing for lead paint or performing lead-safe work must be certified to do so and have submitted proof of their company certifications to the Services Compliance Portal.

Additional information regarding lead paint can be found online at www.epa.gov/lead.

RRP Rule Documentation Requirements

To help ensure the health and safety of our customers, SPs, and associates, THD manages the Environmental Work Rules ("EWR") System to capture and retain Lead-Safe Work Practices ("LSWP") documentation.

Key Points of the Environmental Work Rules System:

- The system determines the year the home was built. If a home was built pre-1978 or if the age of the home is unknown, the SP must follow RRP procedures.
- The system will provide all lead-paint documents the SP is required to complete

- SPs must complete and upload all required forms. Failure to do so will result in the applicable fines.
- For all jobs in pre-1978 homes, a Lead-Safe Renovator License number and a Lead-Safe Certified Firm License number must be provided. Failure to provide such information will result in the applicable fines.

In addition, THD will maintain SP's EPA Firm Certification numbers in the Service Provider Compliance Portal. If we can't locate your number, you will be contacted. If you need to renew your certification, use the links below to find an appropriate training provider:

- EPA/State Trainers
- State Sites
- Trainers offering discounts for THD SPs

Regardless of anything said in this SPRG or any Program Guide, we expect every SP to rely on their RRP training to know when and how to take proper lead-paint precautions.

The RRP rules also impose strict record-keeping requirements. Below is a description of the processes and forms that THD uses to comply with these requirements:

- When you are assigned a job, THD will tell you the age of the home or that the age is unknown. If the home was built before 1978, or if the age of the home is unknown, all SPs must give customers a copy of the EPA's Renovate Right pamphlet (HS-120) and must certify that they have done so by having the customer sign form HS-105.
    - If you're working in the common areas of a multi-family dwelling like an apartment building, then you must give the property owner or manager a copy of the EPA's Renovate Right pamphlet (HS-120) and have them sign a receipt, the HS-133. You must also post or give all tenants a copy of the Multi-Family Renovation Notice, form HS-116, and you must certify that you have done so by completing form HS-117.
    - If you're working in a child-occupied facility (i.e., a daycare or school built before 1978 that serves children younger than six), then you must give the facility's owner/operator a copy of the EPA's Renovate Right pamphlet (HS-120) and have them sign a receipt, the HS-130. You must also post or give all parent/guardians the Notice to Parents or Guardians (HS-131) and certify that you have done so by completing the HS-132.
- If a home was built before 1978, or if the age of the home is unknown, a crew member with an individual EPA certification must test for lead paint and record the results on form HS-119. Note, though, that certain states (CA and KS) don't allow "swab" testing by lead safe renovators, but instead require lead safe renovators to assume there's lead paint in any pre-1978 home and act accordingly.
- If a lead test is positive (or if you're in an assume-lead program or state), then you must follow LSWP in accordance with RRP rules. If you believe your job doesn't require LSWP because it falls within an exception to the RRP rules, then you must complete form HS-118 (or form HS-118A for HDE and assume-lead states).
- If a customer does not want a lead test done in their pre-1978 home, then you must assume that any paint you disturb is lead paint, conduct full LSWP, and document your work on the HS-115.
- If demolition was done before you arrive, such as by the customer or by a prior installer, and if your own work will not disturb lead paint, then you can use form HS-118: Select option 2 on the form, and in text box say something like "Install only – demo done by owner."
- If you encounter dust or debris left over from someone else's work, but your own work will not disturb any paint, then the form HS-118, discussed above, will suffice. But if you encounter dust or debris left over from someone else's work and your work will disturb additional lead paint, then you should follow one of the two options provided in the next bullet item.
- If you encounter either peeling paint or lead paint chips in a customer's home or yard, you have two choices: You can clean the area fully and completely in accordance with RRP rules, or at the SP's discretion you can photograph the area and ask the customer to sign a waiver (HS-122). If your work will disturb lead paint, proper LSWP must still be followed to ensure that our work does not create any additional lead hazards, but the HS-122 states that THD and the SP will not be held responsible for any preexisting paint chips.

- If the customer declines to sign the HS-122, and if you cannot completely remove all pre-existing paint chips using proper LSWP, then you must stop work and complete form HS-111. This notifies the customer that they must remedy a pre-existing environmental condition (such as lead paint, asbestos, or mold) before we can complete their job. After the customer has had the condition fully remediated, you must complete form HS-112 before resuming work.
- For all lead-positive or assume-lead jobs, at least one member of your crew must have an EPA Certification and must ensure that proper lead-safe work practices are followed. Once your work is complete, you must submit form HS-115 to certify that proper LSWP were followed.
- Finally, certain states have their own lead-paint forms that contractors are required to use. State-specific forms for Alabama, Mississippi, Rhode Island, and the District of Columbia are available as forms HS-123 through 128.
- Any LSWP forms that are missing, incomplete, or late will trigger strict, EPA-mandated fines. These cannot be appealed or reversed.

List of Lead Paint RRP Forms

Form #	Name	Purpose
HS-105	Receipt of Lead Paint Pamphlet	Inform customers in target housing about lead paint risks
HS-111	Notice to Remedy Environmental Conditions	When MALP conditions require job stop
HS-112	Post-Remediation Addendum	Once remediation is complete, required for work to resume
HS-115	Lead Paint Renovation Acknowledgement	Installer affirmation of LSWP followed and workers on site
HS-116	Multi-Family Renovation Notice	Common Area LSWP
HS-117	Record Of Tenant Notification	Tenant Notification of LSWP
HS-118	LSWP Exception Form	Document exceptions to RRP where LSWP are NOT requires
HS-118A	LSWP Exception Form (HDE Only)	Document exceptions to RRP where LSWP are NOT requires

HS-119	Lead Test Results	Lead paint test results
HS-120	Renovate Right "Pamphlet"	Distribute to all customers in "target housing"
HS-122	Notification and Release for Pre-Existing Lead-Based Paint Chips in Soil	Lead paint chips on the job site
HS-123	Alabama Lead Renovation Project Notification	Pre-Notification
HS-124	Mississippi Office of Pollution Control Lead-Based Paint Abatement/Renovation Notification	Pre-Notification
HS-125	Rhode Island Lead Start Work	Pre-Notification
HS-128	Lead Abatement Permit Or Renovation Application	Renovation Permit
HS-131	Notice to Parents or Guardians	Parents/ guardians Notification of LSWP in a child-occupied facility
HS-132	Record of Parent/ Guardian Notification	Record of providing parent/ guardian notification
HS-133	Record of Multi-Unit Notification	Record of providing multi-unit notification
HS-134	Fencing Exception Form	Documents fence was built at a date different than the calculated year home built in the system

Standard Operating Procedures: Silica

When preparing to install carpeting, floors or countertops, tasks like sanding, cutting, or drilling into materials such as concrete, brick, or stone, or using silica-containing products like certain floor levelers, may create silica dust. Contaminating a home with silica dust may result in general liability claims by the customer. Before creating dust, tent off the installation area to avoid the dust spreading to other areas of the customer's home. In addition, avoid cutting countertops within a customer's home. Either make all cuts at your shop or make any job-site cuts outside of the home.

Capital Improvement Requirements

Capital Improvement audits and verifications are conducted on THD customer installations. Therefore, as an SP you are required to maintain complete and auditable Capital Improvement documents on all Capital Improvement work as defined by the applicable state. Capital Improvement proof (e.g., state issued forms, filings, or process) is to be available upon request and must be maintained and available for the current year plus six years following termination of the SPA.

Upon receipt, renewal, or as requested, submit proof of all Capital Improvement documents:

- email: services_forms@homedepot.com
- fax: (877) 981-1255

Specific Requirements

To perform any Capital Improvement services for THD customers, your company must:

- Follow the correct Capital Improvement process as set forth by the applicable state.
- Identify what install types are valid Capital Improvement work as defined by the applicable state.
- Obtain, complete, and maintain correct Capital Improvement forms for the applicable state when entering into a Capital Improvement.
- Provide complete Capital Improvement forms and documentation to THD personnel when directed.

Subcontractor Capital Improvement Requirements

You are solely responsible to ensure that all direct and indirect subcontractor companies used to perform services also meet all Capital Improvement Requirements as set forth by the applicable state.

Capital Improvement Violations

SPs found in violation are subject to a financial penalty.

Privacy & Security

Privacy & Security: Processing

Definitions:

- "Personal Information" means all personally identifying information disclosed by THD or which SPs acquire, access or derive in connection with the SPA, that, either individually or when combined with other information, could be used to identify, contact or derive information specific to a particular individual, such as that individual's first and last name, social security number, government issued identification information (including driver's license number, passport number, and military ID), telephone number, Payment Card Information (as defined below), financial account information, postal address, e-mail address, or account information.
- "Payment Card Information" means all cardholder payment information (including both full or partial credit and debit card numbers).
- "Processing" or "Process" means the collection, use, modification, retrieval, disclosure, storage, anonymization, deletion or management of Personal Information.

You are obligated to comply with all federal, state and international privacy and data security laws and regulations applicable to you and THD ("Privacy Laws"). For example, where applicable, you will implement and maintain appropriate security measures in accordance with 201 CMR 17.00: Standards for The Protection of Personal Information of Residents of the Commonwealth of Massachusetts. As applicable to the Processing of all Payment Card Information in connection with the Services contemplated in the SPA, you are also obligated to comply with the most current Payment Card Industry Data Security Standard ("PCI - DSS"). For example, you must assess and determine the appropriate level of PCI – DSS compliance obligations for your business, including, but not limited to, the devices you provide and use in the fulfilment of the services. On

at least an annual basis, THD may **(i)** audit your compliance with these PCI - DSS requirements; or **(ii)** request that you provide written documentation satisfactory to THD certifying your compliance with PCI DSS. You are also obligated to familiarize yourself with and follow THD's Privacy and Security Statement (found online at www.homedepot.com/privacy).

Without limiting the foregoing, in the course of rendering the Services contemplated in the SPA, you will:

- Immediately notify THD in writing of, and reasonably assist THD with the response and resolution of, any **(i)** inquiry received from an individual relating to, among other things, the individual's right to access, modify or correct Personal Information, **(ii)** complaint received relating to the Processing of Personal Information, and **(iii)** loss, theft, damage or unauthorized or unlawful access, acquisition or Processing of Personal Information.
- Ensure that you take all necessary steps to implement physical, technical, administrative and other organizational measures to safeguard Personal Information.
- Limit access to Personal Information only to those employees and authorized agents who need to have access to Personal Information solely for the purposes of rendering the Services under the SPA.
- Use commercially reasonable security measures for your computer systems and information storage facilities (including all hardware, software, mobile devices, or other technology used to perform the Services) which safeguard against the unauthorized destruction, loss, alteration of, acquisition of or access to Personal Information (whether such information is: **(a)** on your computer systems, mobile devices or stored in your facilities; **(b)** in transit or being disposed of, or **(c)** in hard copy or electronic format).
- Immediately and without undue delay (not to exceed thirty (30) days after THD's written notice, or termination or expiration of the SPA), securely return and/or delete the Personal Information in your possession or control and certify to THD in writing upon completion of any such delivery or disposal.

Privacy & Security: Sensitive Data

Certain Personal Information is so sensitive that it should never be written down on any customer installation documentation (such as a Payment Addendum form). THD conducts audits on customer installation documentation to review if it contains any inappropriate sensitive data and violations are subject to a financial penalty.

The following list is an example of such sensitive data, but is not intended to serve as a complete list:

- Credit or Debit card numbers (partial or whole).
- Credit or Debit card authorization numbers (partial or whole).
- Financial account information (with or without account and routing numbers).
- Check payment receipt confirmations (e.g. PayPoint website).

The only approved method of processing Payment Card Information is by entering such information directly into approved systems.

Subcontractor Privacy & Security Requirements

You are solely responsible to ensure that all direct and indirect subcontractor companies used to perform Services also comply with all of the above Privacy & Security obligations.

Privacy & Security Violations

SPs found in violation are subject to a financial penalty.

Business Code of Conduct and Ethics Policy

Under THD's Business Code of Conduct and Ethics Policy, all THD associates are forewarned about avoiding conflicts of interest.

THD expects all SPs to be aware of its Business Code of Conduct and Ethics Policy. SPs must avoid contributing to a conflict of interest or the appearance of a conflict of interest. Any involvement by an SP in any conflict may be grounds for a termination.

- A conflict of interest occurs when an individual's private interest interferes in any way – or even appears to interfere – with the interests of THD. Because conflicting loyalties impair an associate's ability to make objective decisions, conflicts of interest must be avoided.
- A conflict of interest can result from, but is not limited to, certain relationships between an associate and a customer, SP, competitor, family member, or even a friend. A conflict exists when the parties to the relationship give or receive – or even appear to give or receive – unfair advantages or preferential treatment.
- Conflicts of interest also arise when an associate or a member of his or her family receives improper personal benefits as a result of his or her position with the Company. Having such a conflict arouses suspicion about an associate's integrity and can cause damage to the reputation of THD.

SPs should call THD's confidential Supplier Alert Line at (800) 435-3152 if you suspect someone in your organization or someone at THD is engaged in non-compliant activity.

The Home Depot's Gift Policy for THD Associates

THD has a zero tolerance policy for receiving gifts and entertainment when there is any chance that the purpose is to improperly influence the recipient, violate the Company's Policies, or violate the law. Gifts and entertainment apply to anything received as a result of an actual or potential business relationship and for which the recipient does not pay face value.

In the event that the recipient is willing to pay face value for a ticket or other gifts and entertainment, when in fact the market value is significantly higher than the face value (e.g. Super Bowl or Masters Tournament tickets), the associate must still have the item approved in advance in accordance with this policy.

Examples of gifts and entertainment include: meals, travel and travel accommodations for business or vacation purposes, tickets to sporting or cultural events, discounts not available to the general public, gift certificates, vendor product samples for personal use, wine or alcohol and any other merchandise or services.

The following examples of gifts and entertainment are never allowed:

- Cash or cash equivalents such as gift cards or gift certificates.
- Free or discounted merchandise or services not available to the general public.
- Vendor product samples for personal use.
- Personal travel for an associate or an associate's family member.

The following examples of gifts and entertainment are allowed when infrequent and reasonable:

- Meals that are associated with business activities.
- Admission to industry events such as conferences and trade shows and related activities during the event (meals, giveaways, etc.) as long as it is provided to multiple clients or potential clients.
- Continuing professional education or development opportunities, such as product knowledge training or other activities to further associate knowledge and skills.
- Tickets to sporting or cultural events offered to associates with a market value under $100 if the offer is for the associate to attend the event with the supplier, vendor or service provider (in no case should an associate solicit tickets).
- Gift baskets and other perishable items, provided they are shared with other associates at your work location.
- Other nominal gifts under $100.

For the purposes of this policy, the following will not be considered gifts and entertainment and may be accepted within reason: continuing professional education or development opportunities; meals provided or paid for by vendors or suppliers, during traditional business hours, where business discussions or negotiations are the main purpose; mementos or other similar awards

provided or paid for by vendors as recognition for service on a particular matter where such memento or award has no intrinsic value; and other industry events where multiple clients or potential clients are invited or which are open to the public.

These guidelines apply at all times and do not change during traditional gift-giving seasons, or during the planning of a Company event.

Former Associates' Relationships with The Home Depot's Service Providers

The Home Depot may not conduct business with a former associate who is working on The Home Depot account for a vendor supplying product or services to The Home Depot for a period of one (1) year after the associate's separation ("cooling period") from The Home Depot. This prohibition is not applicable if the former associate's termination was the result of a reduction in force.

The purpose of this policy is to:

- Eliminate any risk that the former associate will use his/her relationship with current Home Depot associates to improperly influence the parties' business dealings; and
- Safeguard Home Depot proprietary and confidential information that the former associate acquired during the course of employment that would inevitably be compromised.

Cooling Period

During the cooling period, the former associate will not have any access to The Home Depot facilities for business purposes. The former associate will not be allowed to participate in any meetings with current Home Depot associates while the former associate is working for the supplier/new employer. In addition, former associates have an independent obligation not to use or disclose Home Depot confidential information.

Exceptions

Exceptions to the above cooling period policy require obtaining Vice-President's approval prior, in advance, on the Former THD Associates Exception Form (**Appendix A**). An approver's signature must be obtained prior to submitting the exception form.

For salaried, non-SSC associates, the Vice President responsible for the former associate may authorize an exception to current policy. For hourly store associates, the District Manager responsible for the former associate's district may authorize an exception to current policy. For all other hourly associates, the Director responsible for the former associate may authorize an exception to the current policy.

For salaried SSC associates, the Executive Vice President responsible for the former associate's previous department may authorize an exception to current policy or may designate a Senior Vice President to review and approve an exception.

All exceptions must be approved in advance and submitted to the Corporate Compliance department at **corporate_compliance@homedepot.com.**

Technology Access

THD may, in its sole discretion, provide you access to proprietary computer systems and technologies (the "Systems"). If such access is granted, you may use the computer systems and technologies only as subject to the following requirements:

- The Systems are to be used only for the business purposes of THD. THD may monitor all users of the Systems and review your user access records. Your users will have no expectation of privacy when using the Systems.
- The Systems must at all times be protected from unauthorized access, use, theft, misuse, accidental or unauthorized modification, disclosure, transfer or destruction. Anyone who has been convicted of any felony of any type, or a misdemeanor offense related to computers, theft, or information security, will not be permitted to have access to any Systems. THD reserves the right to refuse Systems access to any individual for any reason in its sole and exclusive discretion.
- You are required to comply with all THD protection policies as may be provided by THD from time to time.

- If you or any of your personnel discovers or is notified of a breach or potential breach of security relating to any Systems or Systems Information, you will **(a)** promptly notify THD of such breach or potential breach and **(b)** if the applicable Systems Information was in your possession at the time of such breach or potential breach, you, with THD's consent, will **(1)** investigate and use your commercially reasonable efforts to mitigate the effects of the breach or potential breach, and **(2)** provide THD with assurance reasonably satisfactory to THD that such breach or potential breach will not recur. No independent action to correct a security issue should be taken unless failure to immediately respond will result in irreparable harm to THD.
- You will not introduce any viruses, time or logic bombs, Trojan horses, worms, timers, clocks, back doors, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down the Systems or any component of the Systems, including, without limitation, its security or user data.
- THD retains all right, title and interest in and to the Systems and any data or information contained therein, including derivatives thereof ("Systems Information").
- Upon termination of the SPA or upon THD's request, promptly return all tangible items containing any Systems Information, including all copies, abstractions and compilations thereof, without retaining any copies of the items required to be returned. You will certify in writing that you have fulfilled your obligations under this section following the return of the data or information to THD.
- You will treat the Systems Information as Confidential Information pursuant to the requirements of the SPA.

Furnishing Merchandise

The provisions of this section apply if you are an SP engaged in any of the following programs set out in the SPA:

- Furnish and Install
- Sell, Furnish and Install
- Furnish and Deliver

In such case, you will be responsible for the merchandise installed or delivered under the SPA (the "Merchandise"). Notwithstanding anything to the contrary, this section will not apply to Merchandise sourced by THD, any THD affiliate, or any vendor required to be used by THD.

You will represent, warrant, and guarantee the following:

- No term or condition of any contractual arrangement between your company and the manufacturer, supplier, or shipper of any Merchandise will in any way impair your ability to fulfill your obligations under the SPA.
- The Merchandise furnished hereunder will be merchantable, fit for its intended purpose, and free from any and all defects.
- All guarantees, warranties, labels, packaging, and instructions and warnings furnished in connection with Merchandise, as well as the Merchandise itself, will comply with all applicable federal, state, provincial, and local laws.

You will provide THD written notice of any defect in the Merchandise within a reasonable time, no less than five days after your knowledge of a defect. In the event the Consumer Product Safety Commission or other federal, state or local agency (collectively and interchangeably, the "Commission") issues an order pursuant to any consumer protection law (hereinafter referred to as the "Act") requiring either THD or you to recall, replace, repair or make refunds with respect to all or part of any Merchandise you furnished hereunder (a "Recall"), you will do so at your sole expense (including, without limitation, reimbursements to THD for THD's reasonable "out-of-pocket" expenses) in such reasonable manner as you should determine, subject to THD's concurrence. For purposes of this Section, "out-of-pocket" expenses will include any expense incurred by THD relating to the Recall, including, without limitation, Merchandise handling expenses. Further, you and THD will agree upon the manner in which such Recall will be effectuated.

Chapter 5 - Operational Guidelines for Programs

The following guidelines apply to all Service Provider programs.

Auditing Rights

You may be subject to audit at any time as outlined in the SPA. It is your responsibility to maintain documentation which supports a request for payment. Violations of this policy may result in financial penalties, deactivation, or termination.

Warranties

All extended warranties or protection plans you offer for sale to THD customers must be approved in writing by THD and comply with all applicable laws and regulations. THD may reject any such extended warranties or protection plans at its sole discretion.

Partial Pay State Requirements

State	What Type of Contract and Contract Amount Triggers Partial Pay?	Maximum Payment You Can Take When Customer Signs Contract	Exceptions/Waivers to Partial Pay	When Can Next Payment be Taken and How Much?
Maine	Installation Services Contracts that are for $3,000 or more.	Payment 1: No more than 1/3 of total Contract price. (Note: this includes labor and product)	The Customer can waive the partial pay percentage when signing the Contract (pay in full) if (1) store associate informs Customer of the partial pay laws at the time of signing; and (2) store associate obtains Customer's consent.	**When:** Day after Contract is signed **Amount:** Remaining Balance
Maryland	All Installation Services Contracts regardless of Contract price.	Payment 1: No more than 1/3 of total Contract price. (Note: this includes labor and product)	**Exceptions:** Installed appliances including water heaters. (Note: this includes labor and appliance, as well as water heater) **Waiver:** Customer CANNOT waive partial pay requirement. (Note: the waiver/exception ONLY applies to installed appliances)	**When:** Day after Work is Complete **Amount:** Remaining Balance
Massachusetts	Installation Services Contracts that are for $1,000 or more.	**Installation Services Contracts with NO Special Order or Custom Product:** Payment 1: No more than 1/3 of total Contract price. (Note: this includes labor and product) **Installation Services Contracts that include Special Order or Custom Product:** Payment 1: 100% of the Special Order or Custom Product Cost, plus 1/3 of the remaining Installation Contract Price. (Note: The system will automatically calculate items that are Special Order or Custom Made and the deposit will only be for the cost of Special Order or Custom Made Product, the retail value will be collected at a later payment.)	Customer CANNOT waive partial pay requirements.	**When:** Payment 2 – Day After Work Begins Payment 3 – Day After Work is Complete **Amount:** Payment 2 – Up to 99% of remaining balance Payment 3 – 1% or all remaining amounts ("Work Begins" when continuous work is being performed. A measure without other work beginning is not beginning the work)

New Jersey	All Installation Services Contracts regardless of Contract price.	Payment 1: Not more than 99% of total Contract price (including labor and product).	Customer CANNOT waive partial pay requirements.	**When:** Day after Work is Complete **Amount:** Remaining Balance
Ohio	Installation Services Contracts that are for $25,000 or more.	**Installation Services Contracts with NO Special Order or Custom Product:** Payment 1: No more than 10% of total Contract price. (Note: this includes labor and product) **Installation Services Contracts that include Special Order or Custom Product:** Payment 1: 75% of the Special Order or Custom Product Cost, plus 1/3 of the remaining Installation Contract Price. (Note: The system will automatically calculate items that are Special Order or Custom Made and the deposit will only be for the cost of Special Order or Custom Made Product, the retail value will be collected at a later payment.)	Customer CANNOT waive partial pay requirements.	**When:** Day after Work Begins **Amount:** All remaining amounts ("Work Begins" when continuous work is being performed. A measure without other work beginning is not beginning the work)
Wisconsin	All Installation Services Contracts regardless of Contract price.	Payment 1: Not more than 99% of total Contract price (including labor and product).	Customer CANNOT waive partial pay requirements.	**When:** Day after Work is Complete **Amount:** Remaining Balance

Note: For HDIS, consumer's credit card can NOT be "Authorized" for the total contract amount. You can only authorize or charge customer's credit card for the amount in Columns 3 & 5.

Maintaining Your Contact Information

Email is the primary method for official communication between THD and SPs. Therefore, all SPs should review and maintain their administrative and compliance contact information, at least monthly, through Partner Profile within HDConnect or by contacting your Service Provider Research Coordinator (SPRC). If either of these primary contacts change, please contact your SPRC to update.

HDConnect > Quick Links > Partner Profile

- To reset the HDConnect password
- To add or remove users
- To update email address
- To assign or eliminate Guardians, etc.

Chapter 6 – Core SP Support Network

As an SP, you have access to a network of specialized THD associates who can offer assistance, provide guidance and address issues.

Core Field and Store Support Center (SSC) Support

National Installation Merchant (NIM)
National Associate Installation Merchant (NAIM)
Determines program strategy, pricing, business awards, marketing and promotions

Regional Services Manager (RSM)
Manages quality, issue resolution & sales at the regional level

District Services Manager (DSM)
Connection point to the stores. Manages quality, issue resolution & sales within specific geographical districts

Services License Manager (SLM)
Ensures all SPs maintain compliance within assigned geographical areas

SP Research Coordinator (SPRC)
Provides support related to initial onboarding, as well as company profile changes

Core Support at the Store

Store Manager (SM)
Responsible for overall business operations, development & sales in a store

Specialty Assistant Store Manager (SASM)
Supports all facets of the Specialty Sales, including Home Services. Email: Specialtyasm_StoreNbr@homedepot.com Example: Specialtyasm_0121@homedepot.com

Customer Order Specialist (COS)
Handles daily post-sale order fulfillment, Available 8AM-6PM Monday-Friday. Email: COS_StoreNbr@homedepot.com Example: COS_0121@homedepot.com

Store Associate(s)
Provides customer service in the store – store associates are typically placed by department(s)

Who to Contact with Specific Questions

National Install Merchant (NIM)	National program structure, promotions, business awards, marketing and pricing strategy.
DSM or RSM	THD core day to day operations, store engagement, performance management, compliance checks, pricing negotiations, escalations and issue resolution.
SLM	Compliance questions regarding state, county, local governments, or THD.
Store Contacts	Whenever in a store, reach out to the SM, SASM, and COS. Familiarize yourself with store associates that work in the department(s) you support. If you support a SF&I program, reach out to the store's Project Specialist.
SPRC	Questions during the initial onboarding, as well as any updates to your company's profile.
Service Provider Technology Support	Questions regarding: POs, leads and business systems navigation (e.g. HDConnect, InstallConnect (ICon), and Install2Go mobile application).

Services Main Applications

Below are the platforms which house Home Services installation data or allow SPs to manage their Services business with THD.

HDConnect	HDConnect is a web based portal that allows SPs to view program information, get "up-to-date" communications and manage compliance. A variety of THD training material is offered within the HDConnect portal.
Service Provider Compliance Portal	This Service Provider Compliance Portal is a component of HDConnect and enables SPs to manage their licensing, environmental certifications and insurance. https://thdserviceprovider.force.com/partner
First Advantage	First Advantage is accessible through HDConnect. This is the site used to submit background checks and obtain badges for crews that will be working on THD projects. https://ca.fadv.com/CA/welcome.do?hd
InstallConnect (ICon)	ICon is a component of HDConnect. ICon and InstallConnect are used interchangeably and refer to the application that allows an SP to manage their installation jobs. Access to ICon can be found under the Sales & Service panel on the home page of HDConnect. Note: ICon will be replaced by HD Service Center.
Install2Go	Install2Go is the SP mobile order management application. It enables SF&I providers to manage in-home customer sale transactions, as well as I/F&I providers to complete change orders. All actions performed in Install2Go are passed through to a THD store. Download Install2Go mobile App. Note: Install2Go will be replaced by HD Service Center.
Home Services Marketing Portal	The Marketing Portal is your one-stop destination to learn, create, and collaborate on marketing efforts for your business. https://hsmp.homedepot.com
HD Service Center (HDSC)	HD Service Center (HDSC) is accessible through HDConnect. It is used to manage THD projects from start to finish. HDSC will be rolled out to all SF&I and I/F&I SPs as a replacement for InstallConnect and Install2Go. As the I/F&I interface is in development, SPRG references will be limited to SF&I sections only.

Chapter 7 – Core Operational Guidelines

Service Provider Availability

SPs are expected to have representatives available to service customers from 8 AM to 6 PM Monday through Friday and from 8 AM to 12 PM on Saturday (local time). You are not required to be available on Sundays or on non-working holidays unless specified by your program. However, taking care of THD customers is our top priority, and you should maintain an emergency contact number (cell phone or answering service) where you can be reached in the event of an urgent situation that occurs outside standard operating hours.

Home Depot Services "Leave Behind Folder"

All SF&I customer sales consultations require the use of the Services "Leave Behind Folder". The order information is as follows:

- HDConnect > App Launcher > Order Folders
- Order Number: HS6609-01E-BUR
- Packet: 50 count (~$14.95)

The **"Leave Behind Folder"** is to be left with the customer and should contain:

- All estimates
- Purchase agreements
- Installation pamphlets
- All general project information
- If applicable, "The Lead-Safe Guide to Renovate Right" pamphlet



You are not permitted to reproduce THD's intellectual property, including trademarks and copyrights (including but not limited to: logos or any licensed graphic held by THD), on your own uniforms, business cards, or website without express written authorization of THD in a separately executed THD trademark permission agreement.

In The Home Depot Store

There are specific standards that should be met when in a THD store. Whether you or your employees are meeting with a customer, resolving a customer issue, picking up merchandise, generating leads, or meeting with store associates, you should follow the Store Visit Guidelines listed below.

Guidelines for Store Visits

Customer Service

- Provide assistance to customers if approached with a question related to your department(s) or program(s). If not related, find a THD associate that can help them

Dress Code

- F
- Wear your THD SP badge at all times or be able to display your digital badge
- Only THD associates can wear the orange apron

Respect

- Do not sit or eat while on the floor
- Cell phone use should be avoided
- Laptop use should be avoided unless for demonstrations
- or scheduling

Marketing

- Use only THD approved displays, brochures, marketing materials and business cards available through the Home Services Marketing Portal

Training

- Conduct associate Product Knowledge (PK) training only during non-Power Hours

Power Hours

- Store hours during which associates are 100% focused on the customer. It is recommended that lead generation and customer service is done within these hours. All other tasks should be addressed outside of Power Hours
- **Store Power Hours** are from 10AM-2PM (Monday-Friday) and 9AM-6PM (Saturday-Sunday)
- **Pro Power Hours** are from 8AM-12PM (Monday-Friday)\

THD Acronyms

Store Leadership

DS: Department Supervisor
SM: Store Manager
MOD: Manager On Duty
SASM: Specialty Assistant Store Manager
COS: Customer Order Specialist

Field Support

SSC: Store Support Center
IM: Installation Merchant
DSM: District Services Manager
RSM: Regional Services Manager
SLM: Services License Manager
SPRC: Service Provider Research Coordinator

Non-Working SSC Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
*Thanksgiving Day
*Christmas Day
(*) Stores are open every day of the year except Thanksgiving and Christmas.

Store Connectivity

In addition to our expectations for how you interact with our stores, below are recommended actions to get the most out of working with our stores:

- **Stay Consistent** - Visiting stores and connecting with store associates on a consistent basis keeps Services top of mind for our store associates. It also helps them better understand the services you offer.
- **Know the Business** - Connect with our store leaders to explain how your program influences the overall success of the store.
- **Engage the Customer** - Our stores are the heart of THD. By meeting with customers in the store, we are able to inspire them to take on projects and reassure them that THD can handle their jobs from start to finish.
- **Generate Excitement** - To reach more customers in the store, SPs can generate excitement among store associates and teach them the benefits of Home Services. This will increase the sales for both Home Services and the SP.
- **Share Success** - Our success as company is as much yours as it is ours. Sharing your success with our store

leaders will continue to strengthen your relationship and build long term partnerships.

Performance Management

Voice of the Customer (VOC) – Fundamentals

Voice of the Customer is an online survey conducted by an independent research company. THD uses VOC to measure customer satisfaction and quality within the SP network. Following an installation, customers are given the opportunity to rate their experience on key elements of their project.

VOC Survey Overview

The VOC survey is initiated when the PO is in "Sold Paid in Full" status in ICon. This action generates a key-rec which triggers the VOC Survey system to email a survey invitation to the customer.

Types of Survey Questions

Customers are asked to rate their experience on a five-point scale in each of the following categories:

1. Likelihood to use THD Home Services again
2. Store Knowledge
3. Consultation – Arrive on time
4. Consultation – Knowledgeable
5. Consultation – Explaining what was/not included
6. Measure – Arrive on time
7. Measure – Reviewing measured areas/product selection
8. Measure – Professionalism
9. Install – Arrive on time
10. Install – Explain project/available for questions
11. Install – Professionalism
12. Install – Workmanship
13. Install – Clean-up
14. Timeliness
15. Communication
16. Comments/Suggestions

The five questions about the installation itself, questions 9 to 13 in the table above, will be averaged to create a composite score called Installer Voice of the Customer (iVOC).

Survey Guidelines

- SPs are encouraged to make thank you calls to ensure that the customer is satisfied, as long as it is not conducted in a survey-type manner.
- Leave-behind materials referencing incentives for completing surveys are not permitted, and SPs should not ask customers to provide specific scores.
- SPs are **not** allowed to conduct their own surveys for any THD customers or jobs.

SPs should log in frequently to Medallia to obtain scores, review comments, and take action as necessary.

Viewing your Survey Results

- SPs have access to view survey results through HDConnect > Quick Links > VOC Medallia.
  - Google Chrome is the preferred web browser for this website.
  - Specific access rights are required to view VOC data, which are administered through your HDConnect Guardian.

- Scores and comments are updated in real time.

Have VOC questions? Email: HSVOC_Support@homedepot.com

Survey Dispute Process

- On rare occasions, an SP may need to challenge an iVOC score. Please login to Medallia through HDConnect > Quick Links > VOC Medallia.
    1. From the navigational bar, select the "Comments" tab.
    2. Select the survey you would like to dispute.
    3. Once the survey details have loaded, select "Edit Case" in left hand corner.
    4. On the "Edit Case" page, select "Yes" in the Flagged for Dispute Dropdown.
    5. In the "Additional Notes" textbox, fully explain why a dispute request was necessary and provide any available proof.
    6. When finished, select the blue "Update Contact Request" button.
    7. After submission, return to the Comments tab and select the "Disputed Records" option. This is where you can monitor the status of your disputed records. If necessary, you can filter to specific records.
- Challenges to a score must be made within 7 days of the survey completion date
- Disputes must fall into a specific category.
- Dispute categories include:
    - Cancelled Job/Job Not Complete
    - Trip Charge
    - Down Day
    - Incorrect Service Provider
    - Rework
    - Multi-PO
    - Survey for Incorrect Program
    - Survey Ratings Don't Match Comments
    - Non-Installation Service Project
    - Incorrect Customer Email Address
    - Store Related Issue
    - Product Related Issue
    - Measurement Related Issue

Service Provider Scorecard

The Scorecard is an interactive and visual dashboard that allows SPs to analyze their business across multiple key metrics. It enables SPs to deep dive into their Sales, iVOC, Cycle Time, Care, and Conversion rates across program, region, district, and store levels. With the introduction of sales targets, SPs can now monitor their sales performance against Home Depot's store sales plan to better plan for capacity needs. In addition, visibility into quality metrics like iVOC, Care, Cycle Time against program specific targets will allow SPs to focus on improving their customer experience.

The Home Depot is committed to strong partnerships with the SPs and therefore has made the investment to equip SPs with the tools necessary to improve how they can manage their business. The Service Provider Scorecard will benefit the SPs in the following ways:

- Simplified and organized reporting to enable immediate and visual insights into key wins and opportunities.
- Centralized reporting so that there is transparency and alignment between SPs and Home Depot partners.
- Clear direction on sales and quality targets will enable SPs and Field partners to work towards the same goals.

To get access, the application needs to be added within Partner Profile. Once it is added to a user, the Scorecard will be accessible within HDConnect > App Launcher > Service Provider Scorecard. Please reach out to your DSM or SP_Management@homedepot.com for any questions.

Partnership Review

To ensure a high level of service and customer satisfaction, and to drive profitable sales growth, THD conducts a Partnership Review (PR) meeting with SPs. The PR is managed by THD Field Services Team or Merchant Team. The frequency of scheduling a PR can be once a year, or more, depending on the programs, geographical coverage and the performance of the SP.

A PR is meant to recognize good performance and address areas of opportunity. Each PR will produce a plan to drive continuous improvement.

A THD representative will work with you to schedule your PR at a mutually convenient time. The actual PR may take place at the SPs place of business, a THD store, or THD regional office. The PR may be attended by your National Install Merchant (NIM), Regional Services Manager (RSM), District Services Manager (DSM), Services License Manager (SLM), or other THD personnel, as needed.

To prepare for a PR, the SP should review the performance metrics of the targeted Merchandising Vendor number(s) (MVendor #(s)), which is an 8-digit number associated with a particular installation service.

Key Components of the Partnership Review

The THD Representative will review metrics related to these components in comparison to regional or national averages, peer group averages, service level expectations, and prior year sales, if applicable:

1. Sales Performance
2. Voice of Customer (iVOC)
3. Customer Care
4. Cycle Time
5. Compliance

1. Sales Performance – The PR report will provide performance metrics for the program(s) you support and compare your company's performance to your targets. Each program has specific sales drivers that if executed correctly, will strengthen sales. Be prepared to talk about how your company executes operationally to support those sales drivers and create sales momentum.

2. Voice of the Customer (iVOC) – To prepare for the PR, know your current iVOC score. Be prepared to discuss any opportunities to strengthen the customer experience and the customer service rating.

3. Customer Care – To prepare for the PR, review your percentage of care tickets to POs. Be prepared to discuss the customer job escalation and care ticket process.

4. Cycle Time – To prepare for the PR, review your cycle time history trend, and compare to the peer cycle time by program and market. Be prepared to discuss any product or labor capacity issues.

5. Compliance – Complying with the law for the trade you support is required, as stipulated in Section 4 of the Service Provider Agreement (SPA). Be prepared to discuss the licenses held by or on behalf of your company, environmental certifications, insurance coverage for general liability, auto, and workers' compensation, backgrounds and badges, as well as job site/technical inspections.

For more information regarding Compliance requirements, you have several options:

- Log in to HDConnect > Quick Links > Compliance Document Upload
- Contact your Services License Manager. Your SPRC can share his or her contact information.

Partnership Planning

During the PR, opportunities and development needs will be identified and discussed, specific goals will be set, and action items defined in order to finalize a Partnership Plan. The Partnership Plan is designed to improve performance in a wide range of

areas like compliance, iVOC, sales, store connectivity, cycle time, etc. Once agreed to, the SP will receive an email summary of the Partnership Plan. The Partnership Plan will be monitored by THD for progress and completion.

Line Reviews

A Line Review is intended to ensure THD has the best possible offering for an install program in the market(s) served. A critical element of a Line Review is an evaluation of the product, price, and service of each SP wishing to support a particular program in the market.

The frequency and scope of a Line Review is program specific and determined by the National Installation Merchant (NIM) together with the Field Services team.

A Line Review may be held at a market, regional, or national level. THD uses Line Reviews to help determine which SPs are best positioned to support a program by store, market, or nationwide.

If invited to a Line Review, you should come prepared to discuss your business and plans for working with THD. The NIM or THD Field Services team will provide specifics if a Line Review were to take place.

Below are some areas for discussion at a Line Review:

BUSINESS AND OPERATIONS OVERVIEW	• Cover your company background (i.e. years in business, types of service offered, etc.) • Share overall business strategy and review how your company's values fit into THD's culture and business model • History of your current program and performance (i.e. iVOC, cycle time, crew capacity, etc.) • Highlight areas that distinguish your company including best practices, customer service initiatives, and your installation process
THD PARTNERSHIP	• Summary of systems, people, and processes in place to support both THD stores and customers • Overview of how your company approaches store engagement including average number of visits, training sessions with store associates, and frequency of lead generators (if applicable)

Pay for Performance

Pay for Performance is a quarterly incentive program that recognizes and rewards Core service providers who deliver an exceptional customer experience at the program level. Qualifying service providers are eligible for a bonus of up to 2% of payments they received from The Home Depot in the previous quarter. Pay for Performance is an integral part of how Home Depot strives to recognize our service providers and crews for the outstanding work done in our customers' homes.

In order for a service provider to qualify for Pay for Performance, they must meet the following criteria:

- Minimum 10 surveys per program
- Average IVOC score must be ≥ 4.30 to be eligible for payout

- Top 25% of average IVOC scores of program(s)

No compliance violations throughout the quarter on any of the following:

- Principal badged
- Permits
- Insurance Documents (General Liability, Workers Compensation, Auto)
- Licenses
- LSWP Documentation/EWR Submission
- Job Site Inspections and Service Provider Compliance Reviews

Final qualifying IVOC scores for Pay for Performance will be announced on HDConnect 5-6 weeks after the end of each quarter.

Top 10%	**2.0% bonus**
Top 15%	**1.0% bonus**
Top 25%	**0.5% bonus**
Below Top 25%	No Payout

- Maximum payout is $15,000 per program or $30,000 if multiple programs qualify.
- Service providers can receive their payout via direct deposit or Home Depot gift cards.
- Service providers can elect to receive 110% of their payout in THD gift cards (maximum value of $16,500 per program or $33,000 if multiple programs qualify).

For VOC specific questions, contact: HSVOC_Support@homedepot.com
For Pay for Performance questions, contact: Pay_for_Performance@homedepot.com

Fine Print:
To drive continuous improvement of the Pay for Performance program, The Home Depot reserves the right to change the program, payout amounts, thresholds, or any other part of the program (including program termination) at any time.

Chapter 8 – Core Performing the Install

THD sets high expectations for excellent customer service and expects that all SPs adhere to THD processes. As these are the basics, your program may require additional or different processes to those outlined in this Chapter.

Each installation program offered by THD is categorized under one of the following models: Install Only (I), Furnish and Install (F&I), and Sell, Furnish & Install (SF&I).

In some respects, each I and F&I installation services program is unique. However, the THD PO process for these programs is identical. For the purposes of this document, I and F&I programs are covered together in this chapter.

SPs supporting SF&I programs receive sales leads through ICon or Install2Go or, if rolled out, Service Center. Upon receipt of a lead, the SP drives every step of the process from the close of the sale to the collection of the customer's payment. The SF&I program is outlined in a separate section of this chapter.

If you will be supporting multiple types of programs, pay close attention to the differences between them. If you are not sure how your installation service is categorized, contact your District Services Manager. Contact information is located on HDConnect > Contact Us.

This chapter is organized as follows:

The Basics	I & F&I	SF&I	Chargebacks
• Vendor Numbers • THD Terms	• Process Reviews • ICon • Install2Go • Purchase Orders • Payments • Exceptions	• Process Reviews • ICon/ HDSC • Install2Go • Leads • Payments Exceptions	• Process Reviews • Substandard Faulty Work • Overpayment of a PO

Vendor Numbers

During the onboarding process, THD assigned your company a Pvendor or "Pay-to" vendor number and at least one Mvendor or Merchandising vendor number.

Pvendor Number / "Pay-to" Number – These terms are used interchangeably to identify the 5 or 6-digit number that THD's Payables Department assigns to your company. You can think of your Pvendor number as your company's ID or account number. To ensure accuracy and quick service when contacting THD's Payables Department or one of your Services support team members, it's a good idea to include this number on all written correspondence.

Mvendor Number / Merchandising Vendor Number – This is an 8-digit number beginning with 50. These numbers are categorized based on the THD store department associated with a particular installation service or situations where an SP has multiple locations. Therefore, it is common for an SP to have more than one Mvendor number. The number of Mvendors assigned to an SP varies based on the type of program(s) and locations that the company supports. Refer to the following diagram to better understand the relationship between your Pvendor and Mvendor numbers.

In this example, the SP, Homer's Plumbing & Electrical, has been assigned the Pvendor number, 80101.

This SP supports THD's plumbing and electrical programs in Atlanta and has been assigned a unique Mvendor number for each program.

Homer's Plumbing & Electrical also has a second location in Charlotte, NC that supports only THD's plumbing installation program in that market. This location was assigned a unique Mvendor number.

Any work completed by this SP will generate payment to their Payables Account identified by the Pvendor number. Having separate Mvendor numbers specific to this SPs installation programs and locations allows for the accounting and tracking of POs.

Homer's Plumbing & Electrical
Pvendor / Pay-to Number: 80101

Mvendor: 50012345
Dept 26: Plumbing
Location: Atlanta, GA

Mvendor: 50056789
Dept 27: Electrical
Location: Atlanta, GA

Mvendor: 50034567
Dept 26: Plumbing
Location: Charlotte, NC

Customer Solicitation Policy

When performing work on behalf of THD, a customer may ask you to perform additional work as well. As outlined in the SPA, SPs may not solicit, accept, or perform any work for THD customers that are not on a THD PO, Change Order, job order number, or Home Improvement Agreement (HIA).

THD Business Terms

The following are common terms that you will hear in reference to THD installation services.

Purchase Order (PO) – A PO is a numbered document generated by THD's store system that confirms that purchase details have been recorded and payment will be made. For I & F&I programs, the PO is created at the time of sale in the store and routed to the SP via ICon or Install2Go. Any action on the PO indicates acceptance of all line items. The PO can specify delivery dates, item identification, quantities, labor and any other obligations or special conditions.

Change Order (I / F&I only) – A change order is a form that must be submitted by the SP to THD if there is any change in scope (increase or decrease) to the original PO. Submitting this form is essential once the Customer has signed the HIA contract. Change order documentation can be submitted by uploading through ICon, which will be seen by store associates in Document Viewer Reader (DVR) for them to execute the change order or SPs can complete a change order themselves with customer approval in Install2Go.

Lead Numbers – Lead numbers are generated for SF&I program sales only. For SF&I programs, the PO is created after the SP closes the sale on a lead, creates a contract in ICon/ HDSC or through Install2Go, and submits a customer payment (for HD Service Center users, the lead number = Service Center ID).

Key Rec – This process is used to acknowledge and record the completion of services defined by a PO and to authorize SP payment. Prior to closing a PO, the SP must ensure that the full scope of work outlined in the PO is correct and the same scope of work was performed and completed in the installation.

When all services outlined on a PO have been rendered, the SP closes the PO by entering the Job End Date on the lead when it is in "Sold Paid in Full" status in ICon/ HDSC. This sends the completed PO back to THD. A Key Rec number is generated

and associated with the PO. The Key Rec acknowledges that the job has been completed and initiates THD's payment to the SP. It also triggers the iVOC survey to be emailed to the customer.

In THD lingo, "Key Rec" is used as both a noun and a verb. Primarily, the Key Rec is the number that the Payables Department uses to track your payment. You may also hear THD associates say that a PO "has been key rec'd" as another way of saying that a PO has been successfully closed and all work completed.

General Practices

Accurate completion and timely submission of the paperwork associated with an installation is essential to your working relationship with THD.

- **Set expectations with the customer** that they must pay the balance due within 24 hours either at the store, over the phone to the store with a credit card, or through the Install2Go mobile application.
- **Contact COS for approval** of any change in scope to the original PO if changes are not completed through Install2Go.
- **If the project involves residential houses, apartments, or child-occupied facilities** (such as schools and day-care centers, including in those found in commercial buildings) built before 1978, complete all forms required under the Lead-Based Paint Renovation, Repair, and Painting (RPP) or state authorized program record keeping requirements, including but not limited to obtaining the signed acknowledgement that the building owners and occupants have received the EPA's "Renovate Right" pamphlet (HS-120) and Home Depot's Pre-Existing Conditions (HS-105).
- **Complete Change Order Form HS-531 for POs or HS-110 for Leads** with line item details and pricing:
    - Obtain HS-531 from the Documents tab of the individual PO in ICon/ HDSC or by completing the Change Order through Install2Go.
- **Execute the form** to include both the customer's and SP's signatures.
- **Provide customer with the yellow copy** of the Change Order Form or an electronic copy can be sent from ICon / HDSC based on customer's preference and state guidelines.
- **Submit the Change Order Form** by uploading through Install2Go or if changes are not completed, upload through ICon/ HDSC to be completed by the COS. Call or email the COS to confirm receipt.
- **Receive Change Order confirmation:**
    - For a change order that increases the order scope, you will receive an additional PO.
    - For a change order that results in a decrease in order scope, you will retain the original PO with the changes reflected within it.
- **Attach the Change Order** to the original PO and once uploaded to ICon/ HDSC, the document is to be kept on file for the current year plus six years.

Installation Customer Approval (ICA)

The Installation Customer Approval forms HS-329 or HS-113 must be completed and uploaded to ICon/ HDSC or submitted through Install2Go following each installation. HS-329 is a generic customer approval form, while HS-113 offers the ability for the SP to itemize the work performed. The proper form to use will depend on the program and is displayed under that program on HDConnect.

- Collect the Customer's signature and the date to indicate their approval of the job
- Provide the Customer with a copy of the signed ICA form(s)
- Upload signed form(s) to ICon/ HDSC or complete through Install2Go before closing the PO or Lead
- Retain a copy of HS-329 or HS-113 for the current year plus six years for verification and audit purposes

When the SP cannot obtain the owner's signature, see **Absentee Owner.**

Empty Retrofit or Unoccupied New Construction Exception: An adult over the age of 18 is not required to be present during installations if the property is an empty retrofit or unoccupied new construction, however, there is no such exception for lead paint documentation, which will require an owner acknowledgement of receipt.

Closing the PO

Measure POs should be closed in ICon only after completing the measure diagram. Install POs should only be closed after obtaining the customer-signed Installation Customer Approval (ICA) form and lead paint documentation for target housing or child-occupied facilities. Complete these documents and upload to ICon or submit through Install2Go. To upload a document to ICon, search for the PO or lead and select the documents tab.

- Prior to closing a PO, please verify with the customer that the email address that you have on file is correct. If not, please update this field within ICon.
- Payment Amount - SP will receive payment only for the approved amount as shown on the PO.
- Customer Payment - All customer payments should be processed at the store, through a THD call center or through Install2Go.
- Progress Payments - THD does not permit and will not pay progress payments.
- Closing a PO before submitting any necessary decreases in scope will result in a chargeback.
- Submitting a request for payment by closing a PO in ICon without first uploading the executed. forms, including lead paint documentation to ICon or completing in Install2Go, will subject the SP to financial penalties, deactivation, or termination.

THD Payment to Service Providers

Payment processing runs every Monday, Wednesday, and Friday beginning at 12:01 AM; and payments are distributed when the processing cycle is complete on each of these days. This is subject to change at THD's discretion and consistent with the terms of the SPA.

Service Provider Payment – via Electronic Funds Transfer (EFT)

- Funds are available in your bank account 5 business days after the payment processing run-day
- To sign up for EFT enrollment, or make changes to your existing information, submit a request through the Supplier Maintenance Request (SMR) Form on HD Connect
- Contact ControlServices_VendorSetup@homedepot.com with any questions.

Service Provider Payment – Puerto Rico SPs

For SPs that provide services in Puerto Rico, the Puerto Rican government has implemented a 4% sales tax on the services between the SP and THD. In order for a Puerto Rico SP to be in compliance, they must use Sterling Web Forms to invoice the 4% tax as a separate line item to THD. It is the SPs responsibility to remit that to the Puerto Rican Treasury.

PO Discrepancies and Exceptions

If a discrepancy is found on a PO, notify the COS immediately to have it corrected or create a Change Order through Install2Go. Incorrect information on POs can impact the customer's expected install date and delay your payment. If you find that the PO is incorrect after your consultation with the customer or inspection of the jobsite, submit a line item detailed Change Order. A rolled up dollar amount Change Order is not acceptable.

You must not perform and will not be paid for work that is not included on the PO or a Change Order.

Job Minimum / Minimum Cost

THD will pay a job minimum only once per job. In some instances, more than one PO may be issued per job. However, the minimum cost will only be paid out once.

By accepting a PO, you agree to complete all line items listed.

Change Order Process

A signed Change Order is required any time there is a change to the customer's original order. Such changes include change in scope, schedule, dollar value, or requests for additional work. Remember, the PO is a binding contract, and you will only be paid for work listed on it.

Customer Issue Escalation and Resolution (I / F&I only)

SPs are required to review the job with the customer and resolve any open issues before the customer signs the Installation Customer Approval (ICA) forms. However, there are times when the customer expresses dissatisfaction after the installation is complete. If the job is under warranty, it is both yours and THD's responsibility to work together to quickly resolve any post-installation issues for the customer.

The initial point of contact for an installation-related issue is the COS. The COS will work with the customer to clarify the problem and contact the appropriate parties to resolve the situation.

Issues Reported to THD

Customer issues are received by THD through various channels. The THD associate making initial contact with the customer will make every effort to resolve the problem immediately before seeking your involvement.

- If the issue requires your involvement, the COS or DSM will contact you to discuss the situation and gather any relevant information.
- If the issue requires you to revisit the job, a PO (regular or zero dollars) will be generated.
- You should make every effort to immediately respond to any customer installation issue regardless of the severity of the problem. THD is committed to providing world class customer service and expects SPs to uphold these standards when dealing with any customer issues.
- If the problem cannot be resolved for any reason, the issue will then be escalated to the appropriate THD Field Services team.
- Issues involving asbestos and lead-safe work practices will be immediately elevated to the THD Field Services team.

Change Order Facts

You will only be paid for work that is listed on the PO.

You will NOT be paid for any additional work that has been requested by the customer or verbally approved by the Store without an approved change order.

Payment Exceptions

Cost adjustment and payment reconciliation is handled at the PO level by the COS on a case by case basis.

Open POs are required to be resolved within six months of the PO issue date.

Forms

Forms are available through:

- HDConnect
- ICon
- Install2Go

Issues Reported to the Service Provider

Customer issues related to the installation may also be reported directly to you. You should attempt to resolve the problem directly with the customer. Many potential problems can be settled by discussing the situation with the customer.

- If repair work of any type is required at the customer's home, notify the COS of the issue and proposed solutions prior to taking corrective action.

Expediting a Rework

Customer installation issues reported to THD that require additional work to meet customer satisfaction are referred to as "reworks."

- If the COS determines the issue is merchandise related or due to a store error, the store will order any material required and issue you an additional PO. You may be required to visit the jobsite to quote the labor required to replace or repair the merchandise.
- If the COS determines the issue is workmanship-related, the COS will issue you a zero-dollar labor PO to repair the issue or replace the merchandise.

- If merchandise replacement is required for a workmanship issue, you must have the store order the materials and you will be charged back. All replacement merchandise should be ordered through THD if possible.
- If the original SP who performed the installation cannot complete the repair or replacement on a workmanship-related problem, the COS will issue a PO to another SP and charge back the original SP for all labor and merchandise. All customer issues reported to THD that require a visit or revisit to the jobsite to correct a problem must be accompanied by a store PO.

Issue Resolution Time Requirements

The time required to completely resolve a customer issue may vary due to a range of uncontrollable factors.

- For workmanship issues, provide the store's COS with a resolution plan and estimated timeline within 24 hours after contacting and discussing with the customer.
- For merchandise problems, provide the store's COS with the estimated labor and possible repair dates within 24 hours of the request.

Customer Compensation

In some cases, the customer may be offered compensation, such as store markdown, refund or gift cards, to resolve an installation issue or to satisfy the customer. You may be charged back the cost of that compensation.

- A store markdown for customer satisfaction must be approved and offered only by a THD store or a member of the Field Services Team.
- Any store markdown offered by your company without THD approval will be charged back to you.
- Any "Settlement and Release Agreement" for installation issues related to merchandise must be approved by THD. Contact your local DSM to create a Settlement and Release request.
- THD may determine to compensate the customer via gift card, check, or original tender, and may chargeback the provider depending on the circumstance.
- Never offer cash to resolve a customer satisfaction issue.
- Never offer customer satisfaction for property damage. A general liability claim should be opened.

Trip Charge Guidelines

A trip charge is intended to compensate you for an extra trip that is the result of a THD error or customer request, and not an error caused by SP. Multiple jobsite visits due to a multi-day installation or travel from one site to another site are not considered extra trips. Reference your PO specifications for Trip Charge details. To be eligible for a trip charge, you must follow the procedures outlined below. THD, at its sole discretion, will make the final determination on when a trip charge is appropriate.

Jobsite is not properly prepared upon arrival

During the call to confirm the install, you must have:

- Reviewed the general requirements and customer responsibilities.
- Confirmed all pre-requisite installation phases are complete.
- Offered to complete any prep work for an additional charge (if within your scope of work) per the Change Order Process (See General Practices).
- If a trip charge is needed due to a customer request, you should set the customer's expectations. that they will be responsible for the additional charges.

Trip charges for measurement or product quantity errors

- For any store or workroom pick-ups of materials, the SP must verify that all materials on the PO are accounted for before traveling to the jobsite and should be thoroughly inspected before the installation occurs.

Incorrect, damaged, or missing product

- SP must review the installation diagram beforehand and make a reasonable effort to verify the required installation materials such as glue, trims, accessories, etc., are adequate to complete the installation.

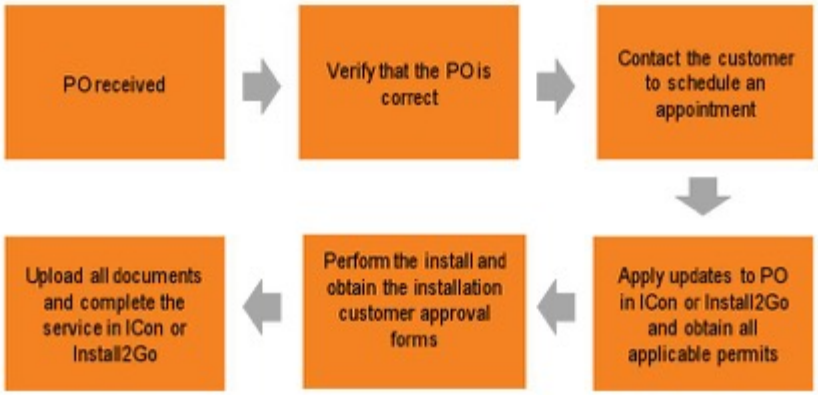
- SPs are eligible to receive a trip charge for an incorrect measurement if your company did not complete the final measurement. The same holds true for a miscalculation of the product(s) needed to complete the job.
- SPs may be eligible for a trip charge if the customer or another independent contractor has altered the physical space or measurements of an installation between the time of measure and the time of install. Contact the COS immediately to inform them of a potential trip charge and obtain a Change Order.

The I and F&I Process

All I and F&I programs are sold in the store by THD Associates. When a store associate sells an installation for your program, a PO is created, assigned to your MVendor number, and routed through ICon or Install2Go. Each PO will outline the customer's scope of work, the retail amount charged to the customer, and the total labor cost amount to be paid to you.

For any PO-related issues, your primary contact is the COS at the store that issued the PO. For customer issue escalations, contact the SASM at that store. No issue is too small; the store should be informed of **ANY** PO-related issues.

Service Provider's PO Process Overview



For install forms, see Submitting and Accessing Installation Documents.

In some instances, more than one PO may be issued for a single customer jobsite.

Using ICon to process I / F&I POs

THD uses an online application called ICon to post POs. SPs should use ICon or Install2Go to manage and close all POs. The application, the user guide, and the interactive training are all accessible through HDConnect > Training > InstallConnect (ICon)

ICon – SP Responsibilities for POs:

- Access and acknowledge new POs
- Provide measure and install schedules (update if changes occur)
- Write, send, and acknowledge notes
- Schedule merchandise for pick-up at the store (24 hours in advance)
- Verify receipt of merchandise
- Satisfy any Lead Safe Work Practices (LSWP) related job requirements
- Close POs after uploading the signed measure diagram or the signed customer approval form and uploading it to ICon

- Obtain applicable permits and upload

Contact your COS if questions arise with an order. Contact your DSM or SP Technology Support if questions arise with the THD applications.

Your Responsibilities Following Receipt of a PO

Once accepted, a PO is a binding contract, and you must perform all services detailed therein. When you receive a PO, it's very important that you verify that the information for the service is correct. Always check the following:

☑ **Acknowledge the PO in ICon**

Acknowledge the PO within 24 hours of receipt and ensure you update the measure or installation date once scheduled

☑ **Is the customer contact information correct?**

If you are unable to reach the customer with the information provided on the PO, contact the store's COS

☑ **Is the PO Complete?**

Make sure all related services, merchandise and any add-ons that the customer ordered are included on the PO (e.g. haul away, furniture moves)

☑ **Where's the merchandise?**

Verify on the PO how the merchandise is getting to the job site. Is it shipping to you, to the store, to the customer, or does the customer already have possession?

☑ **Is the payment amount correct?**

Make sure the amount that you are to be paid (Labor Cost Total) is correct based on the cost/retail specs agreed upon between you and THD

☑ **Provide the Measure & Installation schedule dates**

Ensure the Measure and Install service schedule dates are accurately reflected in ICon or Install2Go

☑ **Verify receipt of product or schedule will call pickups in ICon**

When applicable

☑ **Submit any change orders**

Ensure that any additional Labor provided is submitted to the store or completed in Install2Go, including for MALPS issues

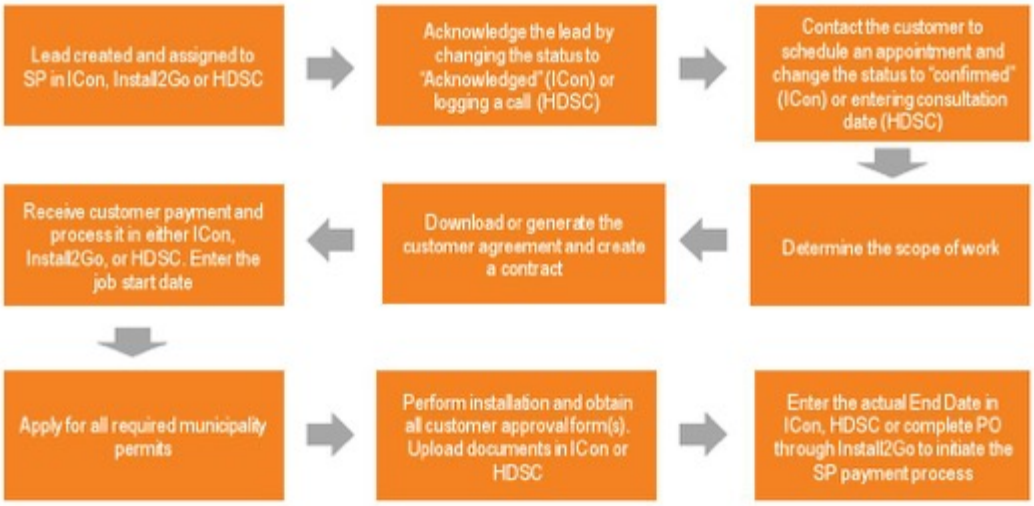
☑ **Complete the PO**

For measure POs, complete the measure diagram. For install POs, obtain the completed Installation Customer Approval (ICA) forms and upload through Install2Go or ICon. Then complete the PO in ICon by acknowledging that you have uploaded all documents, including LSWP related documents

Closing a PO before submitting any decrease in scope may result in a chargeback.

The SF&I Process

A lead is a valuable asset of THD and is the source of all sales for Sell, Furnish & Install (SF&I) programs. When a lead is generated for a SF&I program, it is assigned via ICon, Install2Go, or HDSC to the SP's MVendor number that covers the zip code of the installation location. After receiving the lead, the SP will be responsible for contacting the customer, setting appointments, updating the status of the lead and either closing the sale or canceling the lead, with a reason why the customer did not purchase, within 30 days. It is also the SPs responsibility to provide merchandise and services associated with the SF&I program. The lifecycle of a lead is managed in ICon, Install2Go, or HDSC, and it is the SP's responsibility to work the lead appropriately to closure.



SF&I Lead Management Process OverviewHD Service Center (HDSC) is accessible through HDConnect. It is used to manage THD projects from start to finish. HDSC will be rolled out to all SF&I and I/F&I SPs as a replacement for InstallConnect and Install2Go.

If, at any time, the customer decides not to move forward with the install, change the status to "Cancelled" and enter a reason code. It is recommended that all inactive leads be cancelled within 30 days.

Leads identify a customer's interest in a particular service program. They can be generated from many different sources, including:

- THD store associate
- In-store representative
- 1-800-HomeDepot
- THD Website

- Interactive Kiosk
- Live Internet Chat
- Service Provider
- Service Connect

Logging into ICon or HDSC to manage your leads on a daily basis is critical to the SF&I process. To ensure efficiency and consistent customer service, you should complete the following tasks each day:

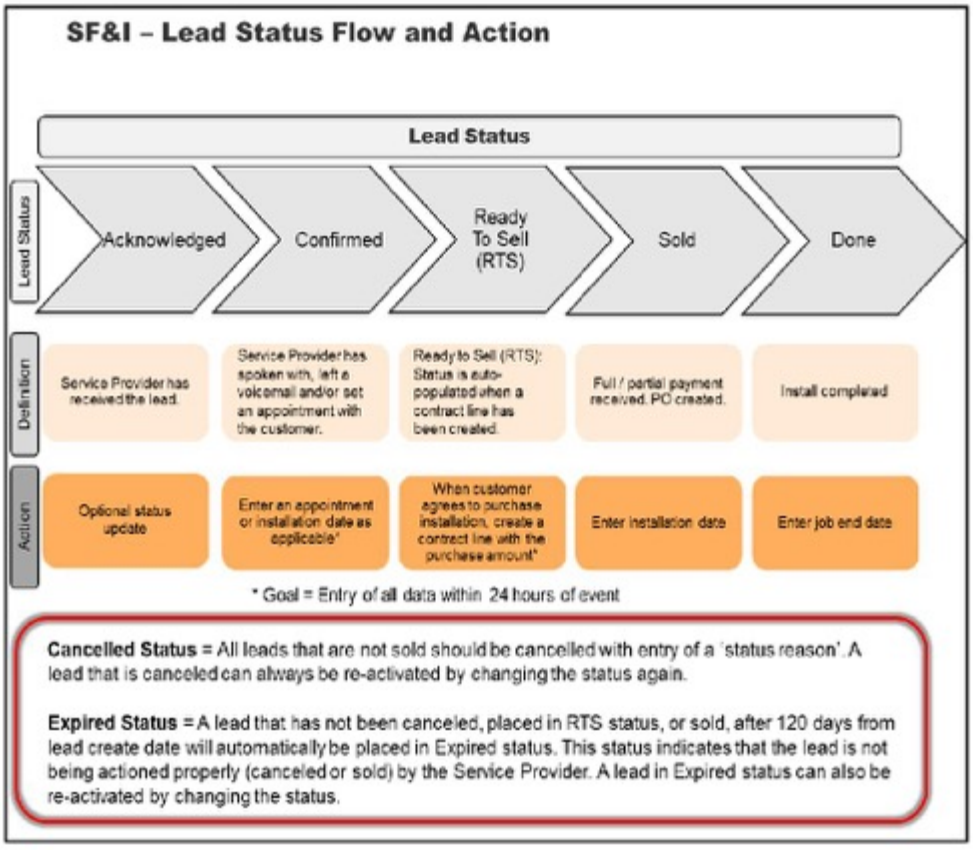
- Review all new leads immediately
- Follow up on every lead
- Update status to "Confirmed" upon speaking with the customer, leaving a voicemail or setting an appointment date. In HDSC, confirm a lead by using the "log a call" feature.
- Enter contracts and amounts
- Manage customer payment information
- Upload documents
- Respond to activities and alerts
- Close all leads as "Cancelled" that have been inactive for 30+ days

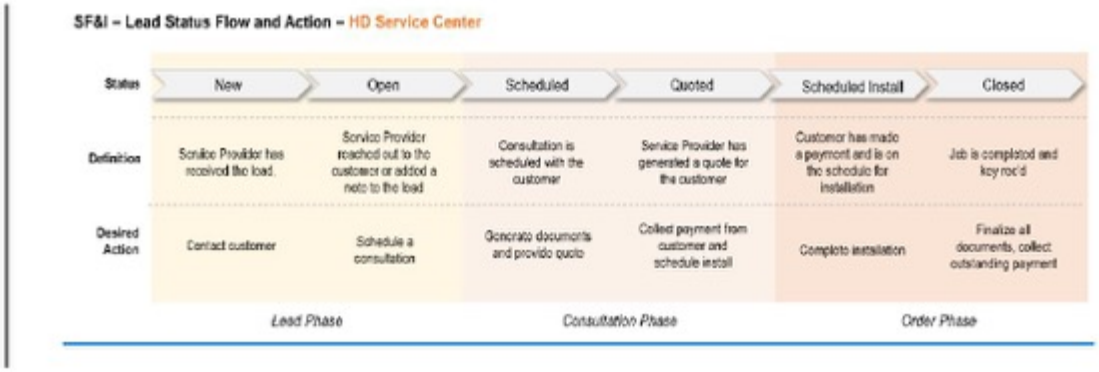
The SF&I Lead Management Process – Step by Step

From the time a new lead is received, the SF&I process can be broken down into two major steps: (1) lead follow-up before the customer appointment, and (2) lead follow-up after the customer appointment.

For each of these steps, there are tasks to be completed in ICon, Install2Go, or HDSC, forms to be executed, and payments to be processed. ICon, Install2Go, or HDSC forms and payment tasks are separated into distinct boxes:




SF&I – Lead Status Flow and Action
Lead Status
Lead Status
Acknowledged
Confirmed
Ready To Sell (RTS)
Sold
Done
Definition
Service Provider has received the lead.
Service Provider has spoken with, left a voicemail and/or set an appointment with the customer.
Ready to Sell (RTS): Status is auto-populated when a contract line has been created.
Full / partial payment received. PO created.
Install completed
Action
Optional status update
Enter an appointment or installation date as applicable*
When customer agrees to purchase installation, create a contract line with the purchase amount*
Enter installation date
Enter job end date
* Goal = Entry of all data within 24 hours of event
Cancelled Status = All leads that are not sold should be cancelled with entry of a 'status reason'. A lead that is canceled can always be re-activated by changing the status again.
Expired Status = A lead that has not been canceled, placed in RTS status, or sold, after 120 days from lead create date will automatically be placed in Expired status. This status indicates that the lead is not being actioned properly (canceled or sold) by the Service Provider. A lead in Expired status can also be re-activated by changing the status.


SF&I – Lead Status Flow and Action – HD Service Center
Status
New
Open
Scheduled
Quoted
Scheduled Install
Closed
Definition
Service Provider has received the lead.
Service Provider reached out to the customer or added a note to the lead
Consultation is scheduled with the customer
Service Provider has generated a quote for the customer
Customer has made a payment and is on the schedule for installation
Job is completed and key rec'd
Desired Action
Contact customer
Schedule a consultation
Generate documents and provide quote
Collect payment from customer and schedule install
Complete installation
Finalize all documents, collect outstanding payment
Lead Phase
Consultation Phase
Order Phase

Receiving New Leads

New lead statuses are system generated based on the source and qualification status of the lead:

ICon/I2Go Users

- **Unqualified, SP Action Required** - Lead was created and sent directly to the SP to qualify the customer.
- **Qualified, Appointment not set** - Lead was created by a THD call center agent using a pre-defined script to qualify the customer.

HDSC Users

- **New** - Lead was created and sent directly to the SP to qualify the customer

New - Lead was created and sent directly to the SP to qualify the customer.Lead Follow-up

Contact the customer as soon as possible, but no later than one business day, for any new lead created to schedule an appointment.

ICon/I2Go Users

- **Acknowledged** - Change the status of the new lead to "**Acknowledged**" upon receipt (optional).
- **Confirmed** - Once the appointment is set with the customer, add the appointment date in ICon or Install2Go. The lead will automatically change to "Confirmed." If an appointment has yet to be set, but the customer has been contacted or the customer has been left a voicemail, change the status to "**Confirmed**."

HDSC Users

- **Open** – Lead moves into "Open" category when the SP logs a call or leaves a custom note on a new lead. It will remain in "**Open**" status until it is cancelled, or a consultation date is entered.
- **Scheduled** – Once a consultation date is entered, a lead becomes a consultation. It moves into the "**Scheduled**" category at this time.

Determine the scope of work and retail amount for the customer during the appointment.

Lead Conversion

Update the lead in Icon, Install2Go, or HDSC.

ICon/I2Go Users

- **RTS** - Indicates the contract line has been entered and the order is **"Ready to Sell"** in the system. To move out of this status, you would submit a payment. This will move the lead to Sold - Paid in Full, Sold or Balance Due (depending on whether the payment is partial or taken in full).
- **Cancelled** – Change a lead to **"Cancelled"** if no further action should be taken on this lead. **A Status Reason Code must also be selected if a lead is in "Cancelled" status.**

HDSC Users

- **Quoted** - Indicates the contract line has been entered and payment can be accepted. (If the consultation date has passed and no contract line is added, the status will become "**Not Quoted**").
- **Cancelled –** Change a consultation to "**Cancelled**" if no further action should be taken on this consultation. A reason for cancellation must be selected.

Choose from the following reason codes:

- **Already Purchased** – Customer purchased product or service from another provider.
- **Bad Contact Information** – Phone or email address is no good.
- **Cannot Connect with Customer** – Customer does not return messages.
- **Credit Reject** – Customer cannot move forward due to lack of financing.

- **Customer Not Interested** – Customer no longer interested/any reason *(Other than price or wrong product)*.
- **Do Not Call** – Customer no longer wants to be contacted for follow-up.
- **Duplicate** – Another lead number exists for this customer and program.
- **Out of Service / License Area** – Installation address is outside provider's service or license area.
- **Price** – Customer chooses specifically not to move forward due to price of product or installation.
- **Sit/No Sell** – Provider conducted consultation appointment and customer did not purchase.
- **System Cancel** – Leads mass cancelled by IT at Service Provider's request.
- **Test Lead** – Lead was created as part of a test.
- **Wrong Product / Service Offering** – Customer did not request this product or service.

Once a lead is ready to be converted to a sale, enter the following data into ICon or Install2Go. In these systems, the leadstatus will automatically update once this data has been entered and submitted:

- Job Start Date
- Pre-Tax Retail Contract Amount, and taxes will automatically be added, when applicable
- Deposit Amount of payment, when applicable, or payment in full
- Add any special instructions in the Notes area

In Service Center, the consultation will automatically become an order once payment is taken, at which point an install start date can be entered.

If a deposit is taken, the status will update to "Sold". If payment has not been processed, leads can be moved to "Cancelled" at any time. Only when it is clear that a lead is cancelled, no further action is required. Note that a cancelled lead can be later re-opened if necessary.

Before the Install

- **Schedule the install** within 24 hours of converting the lead into a sale and enter Job Start Date in ICon or HDSC
  - All Home Improvement Agreements (HIA) contain a 3-day right of rescission.
- **Call the customer** 1 day before the installation date with a maximum 4-hour arrival window.
- **Contact the customer** immediately if the installation needs to be rescheduled or is delayed.
- **Obtain any required permits** prior to beginning work as dictated by local regulations.
- If the project involves residential houses, apartments, or child-occupied facilities (such as schools and day-care centers, including in those found in commercial buildings) built before 1978, complete all forms required under the Lead-Based Paint Renovation, Repair, and Painting (RPP) or state authorized program record keeping requirements, including but not limited to obtaining the signed acknowledgement that the building owners and occupants have received the EPA's "Renovate Right" pamphlet (HS-120) and Home Depot's Pre-Existing Conditions (HS-105).

Forms – Home Improvement Agreement (HIA)

Execute the appropriate version of the THD Home Improvement Agreement (HIA) for the installation services to be provided.

- The HIA consists of the Agreement form, which includes the contract price and description of the Services to be performed, the General Terms and Conditions, and the State Supplement.
- SP may NOT use documents that have not been preapproved in writing by THD. Violations of this policy may result in financial penalties, deactivation, or termination.

Forms are available through ICon, Install2Go, HD Service Center & HDConnect.

Customer Payments

THD customers' payment information is confidential. See Section 8 of the SPA; also see THD's Privacy and Security Statement.

Note: Unless prohibited by state law, payment must be collected in full when the HIA is signed, unless your service program provides for customer deposit payments.

The following forms of payment may be accepted:

- Personal Check (**)
- Major Credit Cards (**)
- THD Gift Cards
- Business Check (**)
- Equity Line of Credit (*)
- Home Depot ProjectLoan (**)
- THD Credit Card (**)
- Bank Checks (*)
- Cashier's Check
- Insurance (*)

(*) Checks (Cash can be collected only in store)

(**) Indicates payment tender types accepted by Install2Go

- SPs cannot accept cash from customers. To pay in cash, customers must visit a store. The SP should check "Pay In-Store" on the payment tab, provide customer with the order number and the store number of the store that created the lead, known as the referral store.
- SPs can process customer checks, gift cards, and credit card payments in ICon, Install2Go, or HDSC.
- SPs can accept cashier checks, bank checks, equity lines of credit, or insurance. Mail these to THD Store Support Center (SSC) in Atlanta, GA (see Appendix C - Mail in Exception Checks, for form with SSC address).
- Customers can elect to take their payments (e.g. cash, check, credit card, money order, gift cards or cashier checks) to the referral store. No store is able to take payment on behalf of another store.
- Any check over $50K must be submitted using the check exception process (Appendix C).

Referral store: The store from which the lead was generated, and which will receive the credit for the sale.
Base store: The store closest to the installation address is automatically assigned by ICon/HDSC and is used to assign the lead to the correct SP.

Payment Processing

- Any deposits or partial payments must be submitted in ICon/HDSC immediately upon receipt.
- Whenever possible, Install2Go requests should be processed in the customer's home.

See Payment Type Details for additional information on processing a customer's payment.

After the Install

Once the service or installation has been completed to the customer's satisfaction, complete the appropriate Installation Customer Approval form, along with any additional required forms for your program, take any remaining payment, then complete the PO and upload forms in forms in ICon, Install2Go, or HDSC.

If the project involves residential houses, apartments, or child-occupied facilities (such as schools and day-care centers, including in those found in commercial buildings) built before 1978, complete all forms required under the Lead-Based Paint Renovation, Repair, and Painting (RPP) or state authorized program record keeping requirements, including but not limited to obtaining the signed acknowledgement that the building owners and occupants have received the EPA's "Renovate Right" pamphlet (HS-120) and Home Depot's Pre-Existing Conditions (HS-105).

Forms – Installation Customer Approval (ICA)

A fully executed ICA documents that the job has been completed to the customer's satisfaction. The following steps are required before uploading the form to ICon or completing it through Install2Go or HD Service Center:

- Obtain customer's signature and date:
  - DSM approval required if the customer cannot be reached (See Absentee Owner)

- Provide the customer with a completed hard copy, or an electronic copy can be sent from ICon, Install2Go, or HDSC based on the customer's preference and state guidelines.
- Upload the HIA, Proof of Permit (if applicable), any lead paint documents, the ICA, and all job related documents to ICon, HDSC, or complete through Install2Go.
- Keep copies on file for the current year plus six years.
- Forms are available online through ICon, Install2Go, or HDSC when viewing individual Leads and POs.

Upload paperwork to ICon or complete through Install2Go before you enter the Actual Job End Date (in Service Center, job end date cannot be entered until all tasks, such as paperwork, are complete.)

Customer Payment to THD

- Final payments must be submitted to THD within three business days after the Installation Customer Approval (ICA) form has been signed by the customer.
- Payment in full for a completed job is defined as the total retail dollar amount left on the HIA plus any change order adjustments.
- Progress Payments - THD does not permit and will not pay progress payments for jobs that have not been completed.
- Once payment has been made at a store, the lead cannot be moved to a different store.

Required Steps to Receive Payment

To begin the processing of your payment, complete the following tasks by uploading documents to ICon, HDSC or complete through Install2Go:

1. Record the permit number, when applicable
2. Enter the permit amount, when applicable
3. Create and submit the final payment
4. Enter the Job End Date
5. Upload all related documentation (including lead paint forms where required).

Collecting Your Payment from THD

The request for your payment from THD is submitted when you enter the Job End Date into the lead in ICon or Install2Go and when the status of the lead is in "Sold Paid in Full". This status means that all customer payments have been collected and processed in ICon, Install2Go, or HDSC.

- If you submit a request for payment by closing a PO in ICon without first uploading all required signed forms to ICon, HDSC, or completing in Install2Go, the SP is subject to financial penalties, deactivation, or termination.

Payment Type Details

Check Payments

- Verify that the type of check provided by the customer is a THD "Acceptable" check (see table below).
- Only checks made out to THD are acceptable. Do not have the customer make the check payable to your company.
- Obtain a Payment Addendum Form and have it signed by an authorized user on the checking account to accompany the check.
- The customer's U.S. Driver's License Number, State Identification Number, or Military ID Number must be noted on the Payment Addendum Form for all personal checks unless entered directly into ICon or Install2Go.
- Only "Acceptable" checks less than $50,000 can be processed electronically through ICon or Install2Go.
- "Acceptable" checks over $50,000 must be mailed to the THD Store Support Center (SSC) in Atlanta, GA (see Appendix C - Mail in Exception Checks, for SSC address).
- Retain a copy of the customer's check and the Payment Addendum form in a secure location for the current year

plus six years after the payment has been processed.

Acceptable Checks	Unacceptable Checks
▪ Personal & Business checks ▪ Mortgage/Equity/ Line of Credit checks ▪ Cashier's Checks ▪ Insurance Checks (follow the check mail-in process) ▪ Two-Party checks (issued by a bank and made payable jointly to THD and the customer) ▪ Certified Checks (must have "Certified" printed on check)	▪ Counter checks / Starter checks ▪ Third Party checks (THD is not the primary payee) ▪ Foreign checks ▪ Credit Card checks ▪ Payroll checks ▪ Traveler's Checks ▪ Money Orders

Non-EFT, bank checks, and checks over $50,000 without VOID written on them, must be mailed to THD SSC to be deposited.

Credit Card Payment Process (Including THD Consumer Credit Card)

- Look at the customer's driver's license or state-issued identification card prior to accepting payment.
- Record the credit card type and payment amount on the Payment Addendum form.
- Do NOT write down or record the credit or debit card number (e.g., on Payment Addendum form or anywhere else); information should be input directly into THD ICon, Install2Go, or HDSC.
- SPs should not contact credit card companies to acquire an authorization code.

For THD Credit Cards:

- If there is a need to determine if the customer has the available credit to cover the sale, call 1-866-578-0813, select Option 2 and enter customer's account info and sale amount.
- If amount is available, you will hear an automated approval message. No authorization code will be provided and funds will not be held.
- Proceed with the install and process payment in ICon, Install2Go, or HDSC when payment is due.
- To resolve credit issue or request a credit line increase to cover the sale, advise the customer to call THD Credit Services at 1-800-677-0232.

For Major Label Credit Cards:

- Go directly into ICon, Install2Go, or HDSC and charge the card for the amount of the sale when payment is due.
- If payment declines or amount is not available and the install has been completed, secure a new form of payment or pursue the collections process.
- If ICon prompts to enter "Missing Authorization Referral Code," the SP should have the Customer call the credit card company to clear issues that caused the transaction to go to "Referral Status."
- Once the "Referral Status" has been cleared, then the SP should recharge the card.
- If the customer disputes charges or it is found that an invalid or expired authorization code was used by the SP, THD will pass on the chargeback received from the credit card company plus any additional fees to the SP.

Applying for The Home Depot Consumer Credit Card using Install2GO or HDSC





- Hand the customer the credit brochure.
- Launch the Install2Go application or HDSC from your tablet/mobile device.
- Select the Credit icon (in HDSC, this is on the home page or pay screen).
- Enter your MVendor ID and requested sales amount.
- Note: Your MVendor ID will be pre-filled based on your Install2Go credentials, but can be edited as needed.
- Hand your tablet/mobile device to the customer and have them complete the credit application.
- If the customer is approved, their account number, credit limit, and APR/DPR will be listed on the approval page.
- Ensure the customer writes down the information in the orange box provided within the customer brochure.
- If you cannot access the Credit icon in the Install2GO application or HDSC, the Consumer Credit application can be processed over the phone by calling Citibank at 1-866-578-0813.

Install2Go Mobile Application Credit Card Payment Process

- All major label and THD credit cards are accepted through Install2Go.
- Cards should be swiped whenever possible.
- Manual credit card entry is permissible when the swiper is missing, damaged, or the mag stripe on the card is not functioning.
- Credit card numbers should be input directly into Install2Go and not written down or recorded.

Inappropriate use of authorization codes (valid or invalid) may result in chargebacks.

Gift Card Payment Process

- Select Gift Card tender type and enter the gift card number and PIN to process a payment for the amount of the gift card. Gift card payments can also be taken by the store if the customer prefers. If the customer wants to go to the store, SP must check "Pay in Store" and give the customer the order number and referral store number.
- All Gift card refund payments must be processed at the referral store where the sale was assigned.
- Customers may check their THD gift card balance online at http://www.homedepot.com.

Home Depot Project Loan

THD Project Loan financing is an unsecured consumer installment loan option available for SF&I programs.

- For operational guidelines, payment processing details, or to check availability of THD Project Loan financing option, please contact your National Installation Merchant (NIM).
- To process a Home Depot Project Loan application, start by handing the customer the latest version of the Project Loan brochure:
  - If you do not have any of these handy, they can be ordered by visiting the CustomPoint website: custompoint.rrd.com
    - User ID: AHSPROVIDERS
    - Password: Orange12!
    - Account: homedepot
  - From the home screen, select Catalogs > At Home Services Applications > Project Loan Brochure
- Visit http://www.thdloan.com and select "Apply for a Project Loan".
- Enter your MVendor Number and select a category.
- Hand your tablet/mobile device to the customer and have them complete the credit application.
- If the customer is approved, Home Depot Loan Services will email the customer their Loan Package, including the Temporary Shopping Pass (TSP).
- Customers that apply in your presence via http://www.thdloan.com can begin spending immediately after obtaining their TSP or Project Card.



If you cannot access the online application, the Project Loan application can be processed over the phone by calling Home Depot Loan Services at 1-866-936-0605. **Note**: If the customer has already applied for a Home Depot Project Loan via http://www.homedepot.com/credit, a separate website which does not require an MVendor Number, then they will need to go to their nearest Home Depot Store to activate their TSP or Project Card at the Special Services Desk prior to making their purchase.

Payment Exceptions

- Refunds
- Cost Adjustment
- Payment Disputes
- Uncollectibles
- Collections

Collections

When customer payments cannot be collected:

1. Obtain the Collection letters, which can be found on HDConnect
2. Issue the applicable "collection letter" to the customer
3. When payment is not received from the customer the SP is required to submit their certified letters as proof to the Installation Merchant team

Home Depot Plan 2740 Financing Option

Plan 2740 is designed for customers who are looking to minimize their monthly payments in exchange for a potentially higher interest rate and longer loan term. Plan 2740 provides customers with:

- Low monthly payments of $13.21 per $1,000 borrowed (vs. $20 for Project Loan)

- 9.99% interest rate (whereas Project Loan can be as low as 7.42%)
- 120 months to pay back (whereas Project Loan can be as short as 66 months)
- Same six-month purchasing window to make all the purchases associated with a project
- Same flexibility to pay off at any time with no additional fees
- Same credit lines up to $55,000

Note: Plan 2740 is ONLY available in-home. Customers cannot apply in the store. Since our minimum interest rate for project loan is 7.42% for five years, Plan 2740 is recommended for customers who are looking to reduce their payment factor and are willing to accept a 9.99% interest rate for twice as long (10 years). Just like the Home Depot Consumer Card from Citi or Project Loan from GreenSky, Plan 2740 from GreenSky is included at no additional cost to Service Providers. Service Providers can apply by calling 1-866-936-0605 and asking for "Plan 2740." Customers will receive a Temporary Shopping Pass with their account number upon approval and will receive a physical card in the mail for future purchases in 3-5 business days.

SF&I Form Discrepancies and Exceptions

This section outlines the potential exceptions you may encounter during the SF&I process.

Change Orders

- Any time there is a change to the scope, schedule, or dollar value of a job, you must follow the THD's Change Order procedures.
- If increasing the dollar value, you must add a new contract line that shows the increase by entering the actual pre-tax increased amount.
- SF&I SPs should use THD Form HS-110 (Change Order). This form should be signed by both your representative and the customer. Upload the Change Order form to ICon or complete it through Install2Go and file it with the original HIA.

Cancellations

- A customer may cancel a job per the terms of the HIA. In these cases, ensure the job is canceled in ICon or HDSC with an appropriate note. If a customer cancels by submitting a Notice of Cancellation, ensure this legal form is uploaded to ICon or HDSC and filed with the original HIA.
- If payments were accepted, issue a full refund to original form of tender
- If contract line was entered, but no payment processed, reduce the contract line to $0.00 and cancel the lead.
- If no contract line was entered, cancel the lead.

For cancellations, the SP must cancel the install job in ICon or HDSC in addition to submitting the HS-200 form.

When the SP cannot obtain the owner's signature, see Absentee Owner.

Empty Retrofit or Unoccupied New Construction Exception

An adult over the age of 18 is not required to be present during installations if the property is an empty retrofit or unoccupied new construction.

SF&I Payment Exceptions

Customer Refunds (for all payments except for THD Gift Cards and cash):

- Must be refunded to customer's original form of tender.
- Must be processed using ICon, Install2Go, or HDSC, unless the customer paid in the store, in which case they will have to be refunded at the store.
- The customer's credit card account will be credited for the refund amount. For check refunds, either the checking

account will be credited if the check is dated within the last 90 days, otherwise, a physical refund check will be mailed to customer.
- THD Gift Card refunds must be processed at the store.

Cost Adjustment

- Cost adjustment and payment reconciliation is handled at the PO level by THD Central Settlement Research Team on a case-by-case basis.
- Request research by selecting the Contact Us tab in ICon and initiating a Research/Activity Question.

Payment Disputes

- Should be resolved within one year of key rec date

Uncollectibles

Uncollectible Balance Dues should be processed in ICon as a payment tender type. The National Install Merchant (NIM) must approve the Uncollectible so the SP can be paid. There are two payment categories for Uncollectibles:

- Uncollectible/Tax Uncollectible – Occurs as a result of a variance in a tax calculation (Does not go to Collections).
- Uncollectible/Uncollectible – Occurs as a result of a customer refusing to pay a balance due (Amounts >$150 go to Collections at NIM discretion – See Collections Section).

Website and Support

Contact your Service Provider Technology Support:
hdconnect_support@homedepot.com

Change Order and Cancellation Forms

Forms are available through ICon or Install2Go on the individual Lead or PO

Ordering Forms

Forms can be ordered through HDConnect

> App Launcher
> Order Forms

Collections

- If the job is complete, and the customer refuses to pay the balance due or cannot be reached, the SP must send the customer three "collections letters" as indicated below:
    1. If no payment has been received one week after payment due date, send "1st Attempt" collection letter by certified mail to customer and allow two weeks for payment.
    2. If no payment has been received, send "2nd Attempt" collection letter (two weeks after 1st letter) by certified mail to customer and allow two weeks for payment.
    3. If no payment has been received, send "Final Attempt" collection letter (two weeks after 2nd letter) by certified mail to customer and allow two weeks for payment.
- If no payment has been received after three letters, provide proof of collection attempts along with a copy of the documents listed below and upload to ICon for Merchant Team review. Then, submit an uncollectible payment in ICon with the following:
    - ✓ Collections Letters with certified envelopes
    - ✓ Signed Customer Agreement
    - ✓ Itemized Invoice
    - ✓ Any additional notes on the account
- All Uncollectible requests and documentation (copy of letter and envelope with the return receipt serial number) must be received by the Installation Merchant team within 60 days of install date:
    - ✓ SPs should retain copies of the documents associated with the account for the current year plus six years
- Merchant will approve the Uncollectible after receiving proof of the three collection letters.
- Once approved, at the Merchant's discretion the balance due could be submitted to a third-party collections agency to recover the debt if > $150.
- The SP could incur fees or penalties for submitting balance due to collections in error or when a customer has already paid.

- If the SP follows the complete payment and collections process, the SP will be paid the full amount of the contract.
- Once a balance due has been submitted as an Uncollectible, the SP should not make any additional attempts to collect the payment or make any payment arrangements.
- SP may be asked to provide all supporting install documentation to the collections agency.
- Please inform the Merchant if you have a valid Uncollectible that does not need to go to collections.

Customer Care

- SPs should contact the customer within 24 hours of any Customer Care notifications, and resolutions should occur within 48 business hours, whenever possible.
- SPs should update the Customer Care Resolution Expeditor with the status of the issue and confirm by phone or email when the issue has been resolved.
- SPs may be contacted directly:
  - ✓ From a customer
  - ✓ Through a THD store associate
  - ✓ By the Customer Care team
  - ✓ Through a MyInstall Customer Service Request (CSR)
  - ✓ By a field support representative responding to a customer care issue

Absentee Owner

As part of all installation agreements, SPs are required to obtain a customer signature upon completion of the installation. When the customer is not available to provide a signature, the SP is required to make two documented attempts to obtain the customer signature within 30 days of the Job End Date via certified letter or via electronic communications.

- If the customer approval is not obtained after two certified letter attempts or two electronic communications, then the SP should key-rec the PO and include a note that a lien waiver was not signed due to the unsuccessful attempts to contact the customer on _____(date) and _____(date).

Once complete, SP must upload in ICon the copy of the completion certificate and either (i) certified letter and certified mail receipt or (ii) evidence of electronic communications.

Chargeback Process

Your company will be held responsible for substandard or faulty workmanship that results in the customer's dissatisfaction. SPs are not responsible for faulty or defective merchandise. SPs will be expected to correct the faulty workmanship within 24-48 hours.

If SP is unable, unwilling, or unavailable, costs incurred by THD to remedy substandard or faulty workmanship will be charged back to the SP, as well as any costs associated with enabling the repair to the customer's satisfaction.

Chargeback – Resulting from Substandard/Faulty Work - I / F&I Programs

Once THD determines that it is necessary to process a chargeback for substandard or faulty work, you will be contacted with the details of the chargeback (PO number, reason, amount, etc.). You will be asked to assign an SP Notification Number to the chargeback. Add this information to the customer's file.

Contact the COS at the store that issued the PO within 72 hours and provide him/her with your SP Notification Number. THD will process the chargeback and deduct the amount from your next payment. Any damaged merchandise that must be replaced due to substandard workmanship will also be deducted.

Chargeback – Resulting from Substandard/Faulty Work - SF&I Programs

Once THD determines that it is necessary to process a chargeback for substandard or faulty work, you will receive a chargeback notification in ICon.

Chargeback – Result from Overpayment of PO

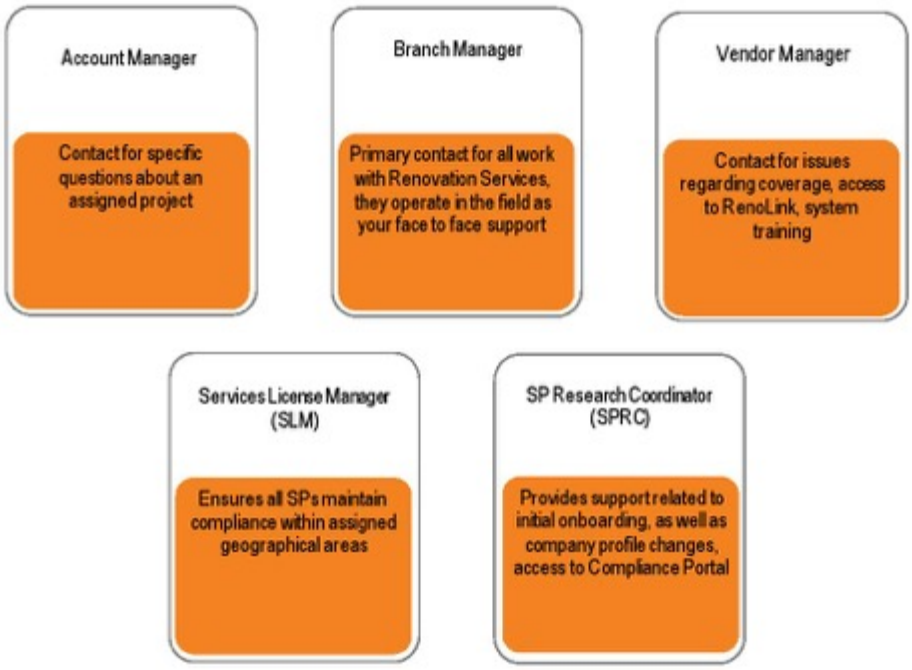
Once THD determines that it is necessary to process a chargeback due to the overpayment or early key rec of a PO, the SP will be contacted with the details of the chargeback (PO number, reason, amount, etc.). The SP will be asked to assign an SP Notification Number to the chargeback and add this information to the customer's file. You should contact your store's COS to correct any chargeback errors.

Chapter 9 – Renovation Services Overview

Renovation Services includes the following installation programs:

- Business to Business (B2B)
- Real Estate Owned (REO)

Field and Store Support Center (SSC) Support



Who to Contact with Specific Questions

Branch Manager	This is your first contact for any questions related to projects you have been assigned.
Account Team	This is your secondary contact for any questions related to projects you have been assigned.
Provider Manager	Access to Renovation Services Service Provider portals. Managing of Service Provider program, geographical coverage.
SLM	Compliance questions regarding licenses and permits. Knowledgeable regarding federal, state, county, and local governments.
Service Provider Technology Support	RS_SystemsSupport@homedepot.com for issues with portal performance.
SPRC	Questions during the initial onboarding, as well as any updates to your company's profile.

Renovation Services Main Systems

Below are the platforms which house Home Services installation data and/or allow SPs to manage their Services business with THD.

Service Provider Compliance Portal	This Service Provider Compliance Portal enables SPs to manage their licensing, environmental certifications and insurance. https://thdserviceprovider.force.com/partner
RenoLink	Primary communication portal for assigning of projects, tracking status of each project, and invoicing of completed projects. Two versions of the platform are used and you may need access to both depending upon the programs you support.
RapidPass	An app for your smart phone that generates a discount coupon to be used at store checkout. This allows you to buy from The Home Depot and receive discounts on your purchases regardless of dollar value without having to go through the bid room.
RenoWalk	An iPad application that allows Service Providers to assemble a bid as they walk through a property.
First Advantage	This is the site used to submit background checks and obtain badges for crews that will be working on Renovation Services projects. https://ca.fadv.com/CA/welcome.do?hd

Chapter 10 – Renovation Services Operational Guidelines



Service Provider Availability

SPs are expected to be available to accept projects as they are assigned to them. For REO repair work, this generally means to be able to return a bid within two to three days of assignment and to immediately begin work on projects that have been approved.

B2B work is generally not subject to bid but instead is based upon a previously agreed pricing structure. A project that is assigned to a provider is generally a work order and an authorization to start work immediately or at an expected start date. SPs are expected to meet these expectations and begin the work as directed.

For both lines of work, SPs are expected to keep their Branch Manager informed of any limits to availability. Reasons could be crew capacity, vacations or any other limitation to their ability to accept work.

Additional guidelines and expectations are outlined in the training documents stored in the Libraries tab of the RenoLink portal.

Maintaining Your Contact Information in RenoLink

Your business is always changing and that includes your staff. It is important to keep us up to date on any changes in individuals that need access to the RenoLink portal or people that need to be removed. This list is how we keep track of points of contacts to keep you informed on project status. The contact information should include full name, title or job description, email address and phone number. It is important that we know the company Principal since this will be our main contact for any changes to the program that require acknowledgement from someone with signing authority. The list of contacts should also designate who should be on the distribution list for notifications regarding project assignment or status.

If you have any concerns about the accuracy of the information we have on file, please reach out to the provider management team for questions or changes.

Maintaining Your Contact Information with Services Compliance

Email is the primary method for official communication between THD and SPs. Therefore, all SPs should review and maintain their administrative and compliance contact information, at least monthly, through their SPRC.

Performance Management

Service Provider Review Dashboard

The Service Provider Review is an interactive and visual dashboard that allows Branch Managers and SPs to discuss the business across multiple key metrics. It enables a deep dive into Bid Days, REO Execution Days, Average Ticket and Conversion rates across program, branch and client levels. This dashboard is only accessible as part of a partnership review conducted by the Branch Manager.

The Service Provider Review will benefit the SPs in the following ways:

- Simplified and organized reporting to enable visual insights into key wins and opportunities
- Centralized reporting that provides a consistent view of the business across programs and branches

Chapter 11 – Renovation Services Performing the Install



THD sets high expectations for excellent customer service and expects that all SPs adhere to THD processes. As these are the basics, your program may require additional or different processes to those outlined in this Chapter.

REO Program Performance Standards

Bid Submittal

- Bids should be returned in three days of receipt.
- Bids should be complete and include all visible repairs that are needed to place the home in a safe and marketable condition or according to client SOW.
- If utilities are not on and mechanicals cannot be accurately bid at the time of the initial walk, note this on the bid and submit it knowing that further evaluations may be needed.
- All line items should include quantities, measures and full descriptions of the recommended repairs.
- Bid items not covered by the Cost Book should be bid at your best price.
- Each line item of the bid should be accompanied by at least one clear picture showing the damage that will be repaired.
- Submit the minimum 20 pictures (refer to training materials) in addition to those highlighting the needed repairs on full bids.
- For any item that requires a permit, the cost of the permit should be included in the bid as a separate line item and a description of what work the permit covers.
- Photos should be submitted as PDF files with two or four pictures per page including captions. The training documents in RenoLink describe how to do this. Before, during and after pictures are required unless told that they are not needed by the account team. Lack of pictures will delay payment.
- Provide an estimated start and completion date for the entire project.

Completing the Scope of Work

- Upon receiving the approved scope of work, provide a copy to the realtor with pricing information removed. This ensures the realtor knows what the owner approved and will set their expectations for the completed work or allow them to go to the owner and ask for additional repairs.
- Once work is approved, provide an update on start and completion dates.
- When available, all permits should be scanned and submitted to Renovation Services via the RenoLink portal.
- Work should begin within two days of receiving the approval.
- Stick to the approved scope of work and do not do any work you want to be paid for without first getting approval from the client via Renovation Services.
- If there is an unforeseen need for a repair, you must submit a Change Order and wait for approval before completing said work adding it to the scope of work.
- Complete all work in a timely manner.
- Update the status of each project at least once per week.

Invoicing

- Notify the realtor several days prior to the completion date and invite them to meet you at the property for the final inspection.
- Walk the property with a copy of the approved scope of work to make sure all approved work is complete.
- Take after pictures of each completed repair.
- If you note items that were approved but later you determined they were not needed, make a note to remove it from

the approved scope before submitting the invoice.

- Create a "punch list" of any items that need rework and schedule this work immediately.
- Get approval from the realtor during the walk through that work is complete and satisfactory.
- All after pictures must be submitted in order for the invoice to be paid.

Business to Business (B2B) Program Performance Standards

Completing the Scope of Work

- Upon receiving the approved scope of work, schedule your crews to perform the install or repair on the date requested.
- If you cannot meet this date, please notify the account team immediately so they are aware and can decide next steps on adjusting the date or assigning the job to another service provider that is available.
- Adhere to the approved scope of work and do not do any work you want to be paid for without first getting approval from the client via Renovation Services.
- If there is an unforeseen need for a repair, you must submit a Change Order and wait for approval before adding it to the scope of work. Notify the account team immediately of the additional work so the project is not delayed.
- Complete all work in a timely manner.
- If working in an occupied property, be sure to keep the common areas clean and unobstructed. Also, keep noise to a minimum. If you need to use elevators to get to the specific unit for work, ask the property manager for guidance on which is preferred.
- Clean and remove all debris from the premises as you leave and take it with you.
- For longer projects, update the status of each project and expected completion date.

Invoicing

- If a property manager or client representative is available, invite them to review the completed work and give their approval.
- If after pictures are required by the client, take after pictures of the completed work before leaving the property. All after pictures must be submitted in order for the invoice to be paid.

Renovation Services Keys to Success

Communication

Communicating on a regular basis with Renovation Services on the status of each property is crucial to success. Project notes should be used for routine communication. Priority notes and emails should be answered in 24 hours. For immediate questions of an urgent nature, a phone call is appropriate and recommended.

Work Quality

Quality of work is essential to building success. Doing the basics is the key. Clean crisp paint; carpet installed without visible seams, new switch plates and outlet covers are highly visible features that draw immediate attention. Completing the project with a thorough "sales clean" gives a great first impression when the property owner does their final inspection.

Vendor Numbers

During the onboarding process, THD assigned your company a Pvendor or "Pay-to" vendor number and at least one Mvendor or Merchandising vendor number. When corresponding with Services Compliance it is recommended that you include your Pvendor number in the email.

Pvendor Number / "Pay-to" Number – These terms are used interchangeably to identify the 5 or 6-digit number that THD's Payables Department assigns to your company. You can think of your Pvendor number as your company's ID or account

number. To ensure accuracy and quick service when contacting THD's Payables Department or one of your Services support team members, it's a good idea to include this number on all written correspondence.

Customer Solicitation Policy

When performing work on behalf of Renovation Services, a customer may ask you to perform additional work as well. As outlined in the SPA, SPs may not solicit, accept, or perform any work for a Renovation Services customer that is not assigned to you by Renovation Services. Please let your account team know of the additional work being requested so Renovation Services can get approval from the client. Do not quote any estimated costs to the customer.

THD Payment to Service Providers

Payment processing runs every Monday, Wednesday, and Friday beginning at 12:01 AM and payments are distributed when the processing cycle is complete on each of these days. This is subject to change at THD's discretion and consistent with the terms of the SPA. If you opt out of direct deposit, checks are processed once a week, on Fridays, and mailed to you. It is highly recommended that you participate in direct deposit using the EFT program described below.

Service Provider Payment – via Electronic Funds Transfer (EFT)

- Funds are available in your bank account 5 business days after the payment processing run-day.
- To sign up for EFT enrollment, or make changes to your existing information submit a request through the Supplier Maintenance Request (SMR) Form on HD Connect

Service Provider Payment – Puerto Rico SPs

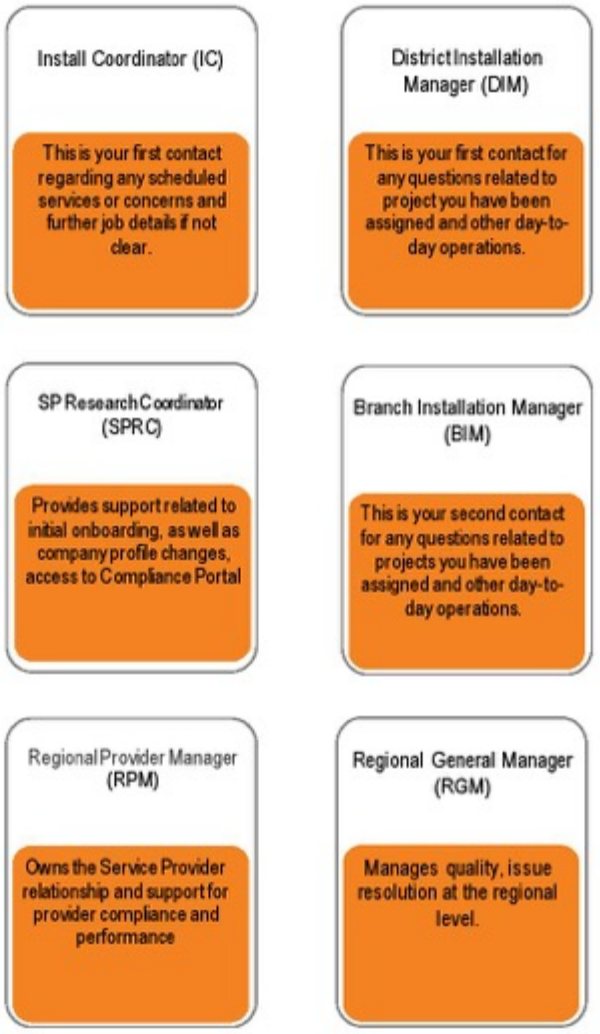
For SPs that provide services in Puerto Rico, the Puerto Rican government has implemented a 4% sales tax on the services between the SP and THD. In order for a Puerto Rico SP to be in compliance, they must use Sterling Web Forms to invoice the 4% tax as a separate line item to THD. It is the SPs responsibility to remit that to the Puerto Rican Treasury.

Chapter 12 – HDIS Overview

Home Depot Installation Services (HDIS) includes the following installation programs:

- Exteriors business (Formally known as Home Depot Exteriors or HDE)
- Interiors business (Formally known as Home Depot Interiors or HDI)

Branch and Store Support Center (SSC) Support



Who to Contact with Specific Questions

Install Coordinator (IC)	This is your first contact regarding any scheduled services or concerns and further job details if not clear.
District Installation Manager (DIM)	This is your first contact for any questions related to project you have been assigned and other day-to-day operations.
Branch Installation Manager (BIM)	This is your second contact for any questions related to projects you have been assigned and other day-to-day operations.
SPRC	This is your primary contact for questions during the initial onboarding, as well as any updates to your company's profile.
Regional Provider Manager (RPM)	Owns the Service Provider relationship and support for provider compliance and performance.
Regional General Manager (RGM)	Manages quality, issue resolution at the regional level.
Job Scheduling Support	Contact regarding technical issues with FSL: JobScheduling_Support@homedepot.com - **Exterior Business only**

HDIS Main Systems

Below are the platforms which house Home Services installation data and/or allow SPs to manage their Services business with THD.

Exteriors Business

FSL	Field Service Lightning (FSL) is available as a mobile app and desktop website. SPs can accept and manage jobs, submit required paperwork, and enter availability for jobs. The mobile app is downloadable from the App Store (iOS) or Google Play (Android). The desktop version can be accessed here: https://homeservices.force.com/ServiceProvider.
Ariba	Ariba is the portal used to view Payment Status and retrieve Remittance Advice (EDI and email remittance advice will still be sent). An invite to enroll is sent via email once onboarding is complete.
Service Provider Compliance Portal	This Service Provider Compliance Portal enables SPs to manage their licensing, environmental certifications and insurance. https://thdserviceprovider.force.com/partner
First Advantage	This is the site used to submit background checks and obtain badges for crews that will be working on projects.
HDConnect	HDConnect is allows SPs to reset their passwords and access applications such as Compliance Portal and First Advantage

Interiors Business

Ariba	Ariba is the portal used to view Payment Status and retrieve Remittance Advice (EDI and email remittance advice will still be sent). An invite to enroll is sent via email once onboarding is complete.

Service Provider Compliance Portal	This Service Provider Compliance Portal enables SPs to manage their licensing, environmental certifications and insurance. https://thdserviceprovider.force.com/partner
First Advantage	This is the site used to submit background checks and obtain badges for crews that will be working on projects.
HDConnect	HDConnect is allows SPs to reset their passwords and access applications such as Compliance Portal and First Advantage

Chapter 13 – HDIS Operational Guidelines

Service Provider Availability

SPs are expected to be indicate their availability through FSL or their Branch Team (BIM, AIM, ISM). You are not required to be available on Sundays or on non-working holidays unless specified by your program. However, taking care of THD customers is our top priority, and you should maintain an emergency contact number (cell phone or answering service) where you can be reached in the event of an urgent situation that occurs outside standard operating hours.

Performance Management

Voice of the Customer (VOC) – Fundamentals

Voice of the Customer is an online survey conducted by an independent research company. THD uses VOC to measure customer satisfaction and quality within the SP network. Following an installation, customers are given the opportunity to rate their experience on key elements of their project.

Types of Survey Questions

Customers are asked to rate their experience on a five-point scale in each of the following categories:

1. Likelihood to use THD Home Services again
2. Store Knowledge
3. Consultation – Arrive on time
4. Consultation – Knowledgeable
5. Consultation – Explaining what was/not included
6. Measure – Arrive on time
7. Measure – Reviewing measured areas/product selection
8. Measure – Professionalism
9. Install – Arrive on time
10. Install – Explain project/available for questions
11. Install – Professionalism
12. Install – Workmanship
13. Install – Clean-up
14. Timeliness
15. Communication
16. Comments/Suggestions

The five questions about the installation itself, questions 9 to 13 in the table above, will be averaged to create a composite score called Installer Voice of the Customer (iVOC).

Survey Guidelines

- SPs are encouraged to make thank you calls to ensure that the customer is satisfied, as long as it is not conducted in a survey-type manner.
- Leave-behind materials referencing incentives for completing surveys are not permitted, and SPs should not ask customers to provide specific scores.
- SPs are **not** allowed to conduct their own surveys for any THD customers or jobs.

SPs should log in frequently to Medallia to obtain scores, review comments, and take action as necessary.

Viewing your Survey Results

- SPs have access to view survey results through HDConnect > Quick Links > VOC Medallia.
  - Google Chrome is the preferred web browser for this website.
  - Specific access rights are required to view VOC data, which are administered through your HDConnect Guardian.
- Scores and comments are updated in real time.

Have VOC questions? Email: HSVOC_Support@homedepot.com

Chapter 14 – HDIS Performing the Install



THD sets high expectations for excellent customer service and expects that all SPs adhere to THD processes. As these are the basics, your program may require additional or different processes to those outlined in this Chapter.

Vendor Numbers

During the onboarding process, THD assigned your company a Pvendor or "Pay-to" vendor number and at least one Mvendor or Merchandising vendor number.

Pvendor Number / "Pay-to" Number – These terms are used interchangeably to identify the 5-to-10-digit number that THD's Payables Department assigns to your company. For Interiors, the number starts with an "8", for Exteriors to number starts with "004". Your Pvendor number is your company's ID or account number. To ensure accuracy and quick service when contacting THD's Payables Department or one of your Services support team members, it's a good idea to include this number on all written correspondence.

Mvendor Number / Merchandising Vendor Number – This is an 8-digit number beginning with "5". These numbers are categorized based on the THD store department and SKU associated with a particular installation service or situations where an SP has multiple locations. Therefore, it is common for an SP to have more than one Mvendor number. The number of Mvendors assigned to an SP varies based on the type of program(s) and locations that the company supports. Refer to the following diagram to better understand the relationship between your Pvendor and Mvendor numbers.

In this example, the SP, Homer's Windows and Doors, has been assigned the Pvendor number, 0040012345.

This SP supports THD's windows and doors programs in Atlanta and has been assigned a unique Mvendor number for each program.

Homer's Windows and Doors also has a second location in Charlotte, NC that supports only THD's plumbing installation program in that market. This location was assigned a unique Mvendor number.

Any work completed by this SP will generate payment to their Payables Account identified by the Pvendor number. Having separate Mvendor numbers specific to this SPs installation programs and locations allows for the accounting and tracking of POs.

Homer's Windows and Doors
Pvendor / Pay-to Number: 0040012345

Mvendor: 50012345
Dept 30: Windows
Location: Atlanta, GA

Mvendor: 50056789
Dept 30: Doors
Location: Atlanta, GA

Mvendor: 50034567
Dept 26: Plumbing
Location: Charlotte, NC

Customer Solicitation Policy

When performing work on behalf of THD, a customer may ask you to perform additional work as well. As outlined in the SPA, SPs may not solicit, accept, or perform any work for THD customers that are not on a THD job order number or Home Improvement Agreement (HIA).

THD Business Terms

The following are common terms that you will hear in reference to HDIS.

Job Order Number – numbered document that confirms that purchase details have been recorded and payment will be made. The job order number is created at the time of sale and routed to the SP via FSL or Branch Team. The job order number can specify delivery dates, item identification, quantities, labor and any other obligations or special conditions. *Additional labor must be approved by Branch Team.*

Service Request Number – extension of the job order number that provides the detail of the specific request.

Picking up Product

Picking Up Product from Warehouse (Connected to HDIS Branch locations)

- Must call 24 hours in advance to provide time for the warehouse team to pull job and have it ready for pick-up
- Must present active badge at pick-up
- Must sign receipt for all materials
- Pick up or have program yard sign, (i.e., Windows, Cabinet Makeover, Home Organization)
- Do not leave trash or debris at warehouse

Picking Up Product from Crossdocks (3rd Party Warehouses)

- Must call 24 hours in advance to provide time for the warehouse team to pull job and have it ready for pick-up
- Must present active badge at pick-up
- Must sign receipt for all materials
- Pick up or have program yard sign, (i.e., Windows, Cabinet Makeover, Home Organization)
- Do not leave trash or debris at warehouse

Product Returns for Cancelled Jobs or Delayed Installs (Extended Time)

- All job materials and product must be returned to the branch warehouse or crossdock for any cancelled jobs or delayed installs for an extended time (10+ days)
- All items must be returned in new and undamaged condition within 24-72 hours. Materials and product not returned within this time frame or condition will be subject to chargeback to the service provider.

General Practices

Accurate completion and timely submission of the paperwork associated with an installation is essential to your working relationship with THD.

- **Contact Branch Installation Manager (BIM) for approval** of any change in scope to the original job order number.
- **If the project involves residential houses, apartments, or child-occupied facilities** (such as schools and day-care centers, including in those found in commercial buildings) built before 1978, complete all forms required under the Lead-Based Paint Renovation, Repair, and Painting (RPP) or state authorized program record keeping requirements, including but not limited to obtaining the signed acknowledgement that the building owners and occupants have received the EPA's "Renovate Right" pamphlet (HS-120) and Home Depot's Pre-Existing Conditions (HS-105).

- **Execute required forms** to include both the customer's and SP's signatures.
- **Receive approval of changes of scope and jobs** through Branch Manager.

Closing the Job Order Number

- Prior to closing the job order number, please verify the COC is complete.
- Payment Amount - SP will receive payment only for the approved amount on the labor bill.

THD Payment to Service Providers

Payment processing runs daily at 12:01 AM; and payments are distributed when the processing cycle is complete on each of these days. This is subject to change at THD's discretion and consistent with the terms of the SPA.

Service Provider Payment – via Electronic Funds Transfer (EFT)

- Funds are available in your bank account 5 business days after the payment processing run-day
- To sign up for EFT enrollment, or make changes to your existing information, submit a request through the Supplier Maintenance Request (SMR) Form on HD Connect
- Contact ControlServices_VendorSetup@homedepot.com with any questions

Service Provider Payment – via ACH

- ACH payments occur Mon-Fri (every day). All ACH payments should be set up as ACH+1, meaning the funds should be available in the SPs account within a day of the pay run.
- To sign up for EFT enrollment, or make changes to your existing information, submit a request through the Supplier Maintenance Request (SMR) Form on HD Connect
- Contact ControlServices_VendorSetup@homedepot.com with any questions
- Paper check payments occur Mon/Wed/Fri.

Labor Bill Discrepancies and Exceptions

If a discrepancy is found on a labor bill, notify the Branch Team immediately to have it corrected. Incorrect information on labor bill could delay your payment.

You must not perform and will not be paid for work that is not included on the job order number.

By accepting a job order number, you agree to complete all line items listed.

Changes in Scope of Work

Branch Team approval is required any time there is a change to the customer's original order. Such changes include change in scope, schedule, dollar value, or requests for additional work. Remember, the job order number is a binding contract, and you will only be paid for work listed on it.

Auditing Rights

Customer Issue Escalation and Resolution

SPs are required to review the job with the customer and resolve any open issues before the customer signs the Certificate of Completion (COC). However, there are times when the customer expresses dissatisfaction after the installation is complete. If the job is under warranty, it is both yours and THD's responsibility to work together to quickly resolve any post-installation issues for the customer.

The initial point of contact for an installation-related issue is the Branch Team. The Branch Team will work with the customer to clarify the problem and contact the appropriate parties to resolve the situation.

Issues Reported to THD

Customer issues are received by THD through various channels. The THD associate making initial contact with the customer

will make every effort to resolve the problem immediately before seeking your involvement.

- If the issue requires your involvement, the Branch Team will contact you to discuss the situation and gather any relevant information.
- If the issue requires you to revisit the job, Branch Team approval is required.
- You should make every effort to immediately respond to any customer installation issue regardless of the severity of the problem. THD is committed to providing world class customer service and expects SPs to uphold these standards when dealing with any customer issues.
- If the problem cannot be resolved for any reason, the issue will then be escalated to the appropriate THD Services team.
- Issues involving asbestos and lead-safe work practices will be immediately elevated to the Branch Team.

Issues Reported to the Service Provider

Customer issues related to the installation may also be reported directly to you. You should acknowledge the customer's problem, and contact the Branch Team to determine resolution.

If repair work of any type is required at the customer's home, notify the Branch Team of the issue and proposed solutions prior to taking corrective action.

Expediting a Rework

Customer installation issues reported to THD that require additional work to meet customer satisfaction are referred to as "reworks."

- If the Branch Team determines the issue is merchandise related or due to order error, the branch will order any material required and issue you a service order. You may be required to visit the jobsite to quote the labor required to replace or repair the merchandise.
- If the Branch Team determines the issue is workmanship-related, the Branch Team will issue you a zero-dollar labor PO to repair the issue or replace the merchandise.
- If merchandise replacement is required for a workmanship issue, you must have the Branch Team order the materials and you will be charged back. All replacement merchandise should be ordered through THD, as applicable.
- If the original SP who performed the installation cannot complete the repair or replacement on a workmanship-related problem, the Branch Team will issue a service order to another SP and charge back the original SP for all labor and merchandise. All customer issues reported to THD that require a revisit to the jobsite to correct a problem must be accompanied by a service number.

Issue Resolution Time Requirements

The time required to completely resolve a customer issue may vary due to a range of uncontrollable factors.

- For workmanship issues, partner with the Branch Team for a resolution plan and estimated timeline within 24 hours of visiting customer or jobsite.
- For merchandise problems, provide the Branch Team with estimated labor and possible repair dates within 24 hours of the request.

Customer Compensation

In some cases, the customer may be offered compensation to resolve an installation issue or to satisfy the customer. You may be charged back the cost of that compensation. Never offer cash or additional work to resolve a customer satisfaction issue.

Trip Charge Guidelines

A trip charge is intended to compensate you for an extra trip that is the result of a THD error or customer request, and not an error caused by SP. Multiple jobsite visits due to a multi-day installation or travel from one site to another site are not considered extra trips. Reference your labor sheet for Trip Charge details. To be eligible for a trip charge, you must follow the procedures

outlined below. THD, at its sole discretion, will make the final determination on when a trip charge is appropriate.

Jobsite is not properly prepared upon arrival

During the pre-arrival call, you must have:

- Previously reviewed the general requirements and customer responsibilities.
- Confirmed with customer that all pre-requisite steps are complete (i.e., furniture moved, pets secured at time of install).
- If a trip charge is needed due to a customer request, contact your Branch Team for changes in scope of work.

Trip charges for measurement or product quantity errors

- For any branch pick-ups of materials, the SP must verify that all materials on the job order number are accounted for before traveling to the jobsite.

Incorrect, damaged, or missing product

- SP must review the installation diagram beforehand and make a reasonable effort to verify the required installation materials such as glue, trims, accessories, etc., are adequate to complete the installation.
- SPs are eligible to receive a trip charge for an incorrect measurement if your company did not complete the final measurement. The same holds true for a miscalculation of the product(s) needed to complete the job.
- SPs may be eligible for a trip charge if the customer or another independent contractor has altered the physical space or measurements of an installation between the time of measure and the time of install. Contact your Branch Team immediately to address any changes in the scope of work.

Before the Install

- **Call the customer** (1) day before the installation date as a courtesy call and to ensure the jobsite is properly installed.
- **Contact the Branch Team** immediately if the installation needs to be rescheduled or is delayed.
- **Obtain any required permits** prior to beginning work as dictated by local regulations, if applicable.
- If the project involves residential houses, apartments, or child-occupied facilities (such as schools and day-care centers, including in those found in commercial buildings) built before 1978, complete all forms required under the Lead-Based Paint Renovation, Repair, and Painting (RPP) or state authorized program record keeping requirements, including but not limited to obtaining the signed acknowledgement that the building owners and occupants have received the Renovate Pamphlet HS120 and Signed HS-105 acknowledgement of receipt of pamphlet and Pre Existing Conditions HS-122. Once the service or installation has been completed to the customer's satisfaction, complete the appropriate Certificate of Completion (COC) and HS-115 forms, along with any additional required forms for your program, take any remaining payment, then complete and send to Branch Team. HS- 105 must be obtained within 60 days of the job start date.

Required Forms

Certificate of Completion (COC)

A fully executed COC documents that the job has been completed to the customer's satisfaction. Forms are available online through the FSL, and you must keep copies on file for the current year plus six years. The following steps are required before returning to Branch Team:

1. Must be signed and dated by customer and service provider with check box marked for final form of payment.
2. Provide the customer with a completed hard copy.
3. **Exterior programs** must upload signed copy of your COC through FSL.
4. **Interior programs** must email signed copy of your COC to your branch inbox (HDI_*BranchName*CC@homdepot.com, example: HDI_SeattleCC@homedepot.com) or drop off to Install Services Coordinators.

HS-115 (Lead Safe Work Practices Document)

A fully executed HS-115 form must be returned to Branch Team after the following steps:

1. Must be signed and dated service provider
2. **Exterior programs** must upload signed copy through FSL
3. **Interior programs** must email signed to your branch inbox (HDI_*BranchName*CC@homdepot.com, example: HDI_SeattleCC@homedepot.com) or drop off to Install Services Coordinators.

Direct Deposit Payment from THD

Upon job completion and submitting the required documents to the Branch Team, the job will be closed and submitted for EFT in 3-5 business days.

Payment Type Details

Customer Payment to THD

- Final payments must be submitted to THD within (3) business days after the Certificate of Completion (COC) form has been signed by the customer.
- Payment in full for a completed job is defined as the total retail dollar amount left on the HIA plus any change order adjustments.
- THD does not permit and will not pay progress payments for jobs that have not been completed.
- Interiors Business – Customer payments are collected up front prior to material being ordered. No payment process occurs at closing.
- Exteriors Business – Service Providers must call to close the job with the Branch Support Center (BSC). If a balance is due the customer can select if they would like to pay the final with the same form as with the deposit or opt to use a different form of payment or write a check. The associate at the Branch Support Center will take the information from the customer, process payment and close the job.
- We accept all major credit cards, Home Depot Credit Card (HDCC), Home Depot Project Loan (HDPL), Check, and Cashier checks. If the customer provides a check, the service provider must get the driver license information written the check (full name, state, DL#) in order to process electronically. Checks or Cashier's Checks are collected and must turned into the branch.

Check Payments

- Verify that the type of check provided by the customer is a THD "Acceptable" check (see table below).
- Only checks made out to THD are acceptable. Do not have the customer make the check payable to your company.
- "Acceptable" checks must be mailed to the corresponding Home Depot Installation Services Branch location.
- Retain a copy of the customer's check and the Payment Addendum form in a secure location for the current year plus six years after the payment has been processed.

Acceptable Checks	Unacceptable Checks
• Personal & Business checks • Mortgage/Equity/ Line of Credit checks • Cashier's Checks • Insurance Checks (follow the check mail-in process) • Two-Party checks (issued by a bank and made payable jointly to THD and the customer) • Certified Checks (must have "Certified" printed on check)	• Counter checks/ Starter checks • Third Party checks (THD is not the primary payee) • Foreign checks • Credit Card checks • Payroll checks • Traveler's Checks • Money Orders

Non-EFT, bank checks, and checks without VOID written on them, must be mailed to the corresponding Home Depot Installation Services Branch location to be deposited.

Credit Card Payment Process (Including THD Consumer Credit Card and Other Major Credit Cards)

- Credit Card payments upon closing a job must be called into the Branch Support Center (BSC).

Chargeback Process

Your company will be held responsible for substandard or faulty workmanship that results in the customer's dissatisfaction. SPs are not responsible for faulty or defective merchandise. SPs will be expected to correct the faulty workmanship within 24-48 hours.

If SP is unable, unwilling, or unavailable, costs incurred by THD to remedy substandard or faulty workmanship will be charged back to the SP, as well as any costs associated with enabling the repair to the customer's satisfaction.

Consequential damages resulting from substandard or faulty workmanship are settled through a General Liability Claim for the customer. Costs associated with a General Liability Claim will be charged back to the SP.

Chargeback – Resulting from Substandard/Faulty Work

Once THD determines that it is necessary to process a chargeback for substandard or faulty work, you will be contacted with the details of the chargeback (job order number, reason, amount, etc.).

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Appendix A
Former THD Associate Exception Form

Exception Approval Form
"Former Associates' Relationships with The Home Depot's Suppliers"

Section 1

_____
Former associate's name

_____
Former associate's Home Depot store/location at time of termination of employment

Termination of employment (check one)
- ☐ Voluntary
- ☐ Involuntary

Reason for termination of employment:

Section 2

_____
Name of vendor/supplier/service provider - former associate's new employer

Former associates new job responsibilities with relation to Home Depot:

☐ Exception **APPROVED** for the named associate but only for the job/position identified above.

_____ _____
Approver's Signature **Date**

_____
Print Approver's Name

Approvers:
VP – Non SSC salaried associates DM – Hourly store associates Director – All other hourly associates
EVP or Sr. VP of department – SSC salaried associates

Email (corporate_compliance@homedepot.com) a copy of this completed approval form to Corporate Compliance.

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Appendix B
Services Contact List

Issue	Contact	Information
General Compliance Questions	Self-Serve - HDConnect	HDConnect > Quick Links > Compliance Document Upload
Update Compliance Contact Information	Contact your SPRC	Service Provider Compliance Portal
Update HDConnect Partner Profile	Self-Serve - HDConnect	HDConnect > Quick Links > Partner Profile
Changing Company Name/ Contact Information	SPRC	Contact your SPRC listed in HDConnect > Contact Us > Support Team
General First Advantage Questions	First Advantage: Home Depot SP	Email: hdvc.support@fadv.com Background or Badge
Badge Questions	First Advantage: Home Depot SP	Email: hdvc.support@fadv.com Phone: (844) 717-0512, option 1-existing, option 2-new request
Background Investigation	First Advantage: Home Depot SP	Email: hdvc.support@fadv.com Phone: (844) 717-0512, option 1-existing, option 2-new request Background status check: https://enterprise.fadv.com/pub/l/casestatus/casestatus.jsp
Credentialing Questions	First Advantage: Home Depot SP Compliance Hotline	Email: info@hdserviceproviders.com Phone: (844) 717-0512, option 1-existing, option 2-new request
First Advantage's email, fax, or hours of operation	First Advantage: THD SP Compliance Hotline	Phone: (844) 717-0512, option 1-existing, option 2-new request
Decisional Backgrounds	THD Decisional Team	Email: Services_Compliance_Background@homedepot.com Phone: (770) 384-2559 (English) Phone: (770) 384-2562 (Spanish)
Insurance Certificate Submittal	Contact your SPRC	Service Provider Compliance Portal
License Submissions	Contact your SPRC	Service Provider Compliance Portal
SP Payment Changes	Home Depot Service Finance	Email: ControlServices_VendorSetup@homedepot.com Update Existing Information: HDConnect>AppLauncher>Supplier Maintenance Request
SP Payment Inquiries	Home Depot Service Finance	I/F&I : Install_Inquiry@homedepot.com SF&I: Central_Settlement_Research@homedepot.com
SP Application Questions (HDConnect, ICon, Install2Go, HDSC)	SP Technology Support	Email: hdconnect_support@homedepot.com Phone: (877) 484-3457, option 1 HDSC Only: Submit case via HDSC
General Liability Claims	Sedgwick CMS	Phone: (800) 253-4527 Fax: (770) 901-3310
EFT Enrollment	Finance Vendor Maintenance	Email: ControlServices_VendorSetup@homedepot.com Update Existing Information: HDConnect>App Launcher>Supplier Maintenance Request
Environmental Work Rules (EWR) Support	Environmental Workflows	EWR@homedepot.com
Payment Card Industry - Data Security Standard	Data Handling	Website: https://www.pcisecuritystandards.org
Audit Email Notifications	THD Audit Team	Insurance: Services_Insurance@homedepot.com License : Services_Licenses@homedepot.com Lead Paint Violations: ewr@homedepot.com Badge & Background : Services_Badgeandbackground@homedepot.com

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Appendix C
Mail-In Exception Checks

Non-EFT, Bank Checks, and Checks over $50,000

Some check payments are not eligible to process electronically through the ICon/HDSC SF&I application. The following should apply on an exception basis for qualifying checks.

The following check payment types are eligible for this exception process:

- Any check larger than **$50,000**
- Bank, Equity, Line of Credit, Mortgage, Cashier's, or Insurance checks (i.e. Wells Fargo Home Mortgage or Bank of America Mortgage)
  - These are checks written by a bank/mortgage institution that are made payable to Home Depot on behalf of a customer
- Computer generated
- Checks from Government Agencies (i.e. Housing Authorities)
- Other Non-EFT eligible checks (not eligible for "Electronic Funds Transfer")
  - Key Identifiers that a check probably cannot be processed electronically:
    - The address at the top left corner is not the customers, but a bank or insurance company
    - There are special criteria/conditions listed on the check like "May not be used for less than…" or "Minimum draw of…." or "Not valid for…." or "Use by…"
    - The check says Money Market or Equity Account

1	• Service Provider (SP) receives one of the payment types listed above
2	• SP mails the check to Home Depot SSC along with **Manual Check Deposit Request Form** (attached) **NOTES:** ○ Checks **cannot** have "VOID" written on them ○ **Checks should be sent via UPS (overnight or 2nd day) for tracking purposes** ○ **Checks must be accompanied by the form – or processing will be delayed** ○ SPs should not attempt to process these checks electronically if sending to Home Depot SSC
3	• Home Depot Accounts Receivable (AR) receives the check, processes it and provides Central Settlement team with a confirmation of check deposit (which is required for settlement in the ICon/HDSC SF&I application) ○ Checks types that are not listed above as eligible for this exception process will be returned to the SP for regular processing ○ Confirmation numbers will be applied to the lead notification emailed to SP within 5 business days of receipt of check (using email address provided on the **Manual Check Deposit Request Form**)
4	• Central Settlement team will apply manual confirmation number to the lead status will update "sold paid in full". Once the job is complete the Service Provider can enter the "end date" (Please refer to ICon/HDSC SF&I training materials as needed for more info) ○ If the payment is a deposit: ▪ SP does not receive payment (until job is complete) ▪ The payment is recorded in the store POS system as "Deferred Sales"
5	• Once the installation is complete (and the scope of work has been signed off by the customer), the SP settles the job in ICon/HDSC by inserting the "Actual Job End Date" and ensuring that the "Final Payment" has been processed • The sale is recorded as an actual sale in the store POS system
6	• SP receives payment from HD (normal process)

Manual Check Deposit Request Form

Date:
Mvendor Name:
Mvendor Number:
Contact Name:
Contact Email Address:
Number of Checks Submitted:
Total Dollar Amount of Deposit:

Check Number	Check Amount	Name on Account	Lead Number	Store Number	Check Type**

****Treasurers Checks/ Money Orders not accepted**. Bank Mortgage, Equity, Money Market, Cashier's and Line of Credit checks or Insurance checks are accepted. Checks cannot have VOID written on them. Please confirm the checks submitted are acceptable for manual deposit. *Personal and Business checks must be processed through ICON/HDSC * and will not be accepted via the mail.**

Please submit the paper check(s) and completed form:

The Home Depot SSC
Accounts Receivable B-10
2455 Paces Ferry Road
Atlanta, GA 30339

Notification email sent out to contact once lead updated with manual confirmation number.

Please contact Corporate Receivables at Corporate_Receivables@homedepot.com with any questions.

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Appendix D
Glossary of Terms

Acronym Word	Meaning	Description
ANIM	Associate National Install Merchant	Supports National Install Merchant (NIM) in determining national program strategy, pricing, business awards, marketing and promotions
ASM	Assistant Store Manager	Responsible for business operations, development and sales in the store supporting the Store Manager
COS	Customer Order Specialist	Primary contact in store for post-sale services-related questions and issues
DSM	District Services Manager	Owns the Service Provider relationship and support for customer escalation and issues
DSD	Division Services Director	Oversees multi region RSM/DSM teams managing quality, issue resolution, and sales for a Division
F&I	Furnish & Install	Installation Type - Installation process whereby SP Furnishes associated products to be installed and performs the Installation
GL	General Liability	Insurance required by all Service Providers used to cover costs to remedy property damages sustained by a THD customer as a result of an installation or service
Guardian	Guardian	The person(s) appointed by the Service Provider Principal to act in the capacity of a Home Depot administrator within the technology platforms
HDConnect	HDConnect	Web based portal that provides SPs access to resources
HDIS	Home Depot Installation Services	Home Depot owned business focusing on exterior and interior installations using SFI model (Windows, Doors, Kitchens, Bath, Closet Organization Programs)
HDMS	Home Depot Measurement Services	Performs measure for all flooring installations
HDSC	Home Depot Service Center	HD Service Center (HDSC) is accessible through HDConnect. It is used to manage THD projects from start to finish. HDSC will be rolled out to all SF&I and I/F&I SPs as a replacement for InstallConnect and Install2Go.
I	Install (only)	Installation Type - Installation process for in-stock products
ICon/IConX	InstallConnect/InstallConnect 2-way web service	Workflow tool which allows the SP to manage their I, F&I, and SF&I Installation Programs POs/Leads
Install2Go	Mobile app for InstallConnect	The SPs mobile PO management application
PIR	Performance Improvement Review	A process used by THD to manage an SP when they fail to meet an agreed upon action plan
IVOC	Installer Voice of the Customer	A performance measurement obtained by a survey indicating customer satisfaction and quality within the SP network
KeyRec	Key Received	Process used to acknowledge and record the completion of a PO authorizing SP payment
Line Review	Line Review	A program specific review of Services business used to determine if an SP is positioned appropriately
MVendor Number	Merchandising Vendor Number	8 Digit number related to the SPs Pay-to number assigned by Department, SPs Location, or Installation Type
NIM	National Install Merchant	Determines program strategy, pricing, business awards, marketing and promotions, nationally
P4P	Pay for Performance	Incentive program for Service Providers
PVendor Number/ Pay-to Number	Pvendor Number/Pay-to Number	5 or 6 Digit number assigned to your company at onboarding

PAR	Pro Account Representative	A PAR is a Home Depot outside sales representative that is responsible for managing a portfolio of Pro accounts in his or her assigned geographic region
Partnership Review	Business and Quality Review	A meeting with an SP to review performance, ensuring a high level of service, customer satisfaction and drive profitable sales growth
PRO	PRO	The business segment at The Home Depot that is targeted towards Professionals and Contractors
Pro	Pro	A customer of the Pro business, typically a contractor
RSM	Regional Services Manager	Manages quality, issue resolution, and sales within a specific regional area
SASM	Specialty and Sales Assistant Manager	Assistant Store Manager assigned to Specialty departments
SF&I	Sell, Furnish & Install	Installation Type - Installation process whereby the SP Sells the install, Furnishes associated products and performs the Installation
SLA	Service Level Agreement	An Addendum to the SPA outlining SP expectations pertaining to the installation and customer service
SLM	Services License Manager	Ensures all SPs maintain compliance within assigned geographical area
SP	Service Provider	An authorized Home Depot Installer
SPA	Service Provider Agreement	Legal Agreement between The Home Depot and it's Vendors
SPRC	Service Provider Research Coordinator	Associate responsible for the onboarding of SPs and thereafter, serves as a point of contact for onboarding and profile inquiries and profile and entity changes
SPRG	Service Provider Reference Guide	How-to book for being a successful Service Provider. Also a component of the fully executed Service Provider Agreement
SSC	Store Support Center	The Headquarters in of The Home Depot in Atlanta, GA
THD	The Home Depot	Legal name for Home Depot
VOC	Voice of the Customer	A performance measurement obtained by a survey indicating customer satisfaction and quality which includes in store experience, sale, and installation

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Appendix E
Call Center Best Practices

Below are some additional professional behaviors to consider when receiving or placing customer calls on behalf of THD.

Preparing for Calls

- Provide a dedicated 800# for incoming Home Depot calls.
- Answer calls in a timely manner adhering to acceptable service levels with hold times less than 60 seconds.
- Live answer Monday – Friday, 8am – 6pm and Saturdays, 8am – 12pm.
- Ensure an answering plan is in place for after hour calls.
  - ✓ Preferred Options:
    - Call forwarding to on call staff from your company
    - Answering service who can identify THD call, and dispatch emergency requests
  - ✓ Acceptable Option:
    - After hours message
- Ensure customer service oriented sales agents are knowledgeable and able to schedule appointments on the first call.
- Do not refuse warm transfer calls from our 1-800-HOMEDEPOT call center.

Scheduling Appointments and Lead Handling

- All calls that result in an appointment must be logged into InstallConnect the same day.
- Communicate reminders and updates to the customer in a timely manner.
- Contact the customer as soon as possible, but no later than 24 hours* after receipt of a PO or Lead *(*"no later than 4 hours for Water Heaters & HVAC).*

Customer Greetings and Courtesies

- Begin all calls using a branded opening that includes "Authorized Service Provider calling for The Home Depot"
  Example: "Hi, this is [associate name] from [SP name], an Authorized Service Provider calling for The Home Depot. We can be reached at [dedicated 800# for incoming Home Depot calls]."
- Close each call with a branded "Thank You for choosing The Home Depot".
- Set expectations for the appointment by explaining what will take place. Listen to and answer customers' questions and communicate any additional information as needed.
- Provide customer with proper call back information including a contact name, number or email address that the customer may use to communicate with your office.
- Remember to use the caller's name during the call to establish rapport and trust.
- Don't forget to offer additional price options to try and secure an in home appointment.

Phone Etiquette

- Always "wear a smile" when speaking to internal and external customers; they can "hear it" in your voice.
- Create a warm, welcoming environment for the customer.
- Offer an immediate assurance of help and support.
- Be an extension of the store; remember that the customer expects the same service they get when shopping in one of our stores.
- Always treat the caller like a valued THD customer.
- Do not place customers on hold for extended periods of time.
- Work with the customer to ensure all of their needs have been met.
- Maintain a professional demeanor throughout the call.
- Remember to Ask for the sale or appointment.
- Communicate the value of purchasing with THD.

HOME SERVICES
Let us do it for you.

Appendix F
In Store Expectations

The following requirements apply to any Service Provider (SP) representative in a THD store. They are intended to strengthen your relationships with our stores & customers. On your first day in the store, meet with the Store Manager (SM) to do the following:

- Understand THD values & establish expectations for conduct while working in the store, including THD associate Code-of-Conduct, safety guidelines, and GET involved training documents. You should already have had Perfect-10 training via your Company.
- Discuss daily lead generation process & associate PKs/program training goals.
- Determine a daily Store Contact (e.g., Manager on Duty (MOD), Specialty Assistant Store Manager (SASM), or a Project Specialist).
- Develop a working relationship with the store's primary Project Specialist.
- Read & understand areas of the Service Provider Reference Guide (SPRG) related to working at a THD store/event.
- Understand that the integrity of our customers' information is a priority. **Never leave the store with customer's information**; enter it into Services Connect or leave it with a THD associate at the Special Services Desk.

Upon Arrival:

1. Sign-in to the Vendor Log located at the Services desk. *
2. Notify Store Contact upon arrival. Discuss plans & goals for the day.
3. Identify the Service Provider representative work or display area.

Upon Departure:

4. Return the Service Provider work area to pre-work condition, putting away materials & cleaning up area.
5. Notify store contact of departure & update on the day's accomplishments (e.g., lead totals, associate PKs).
6. Sign-out of the Vendor Log.*

Store Visit Requirements:

The following stipulations apply to *all* store visits:

1. **Store Manager Relationship** – Proactively communicate with the Store Manager or SASM. Your attendance in a store must be pre- approved by the Store Manager or SASM prior to your visit or by agreeing on a regular schedule.* The store may choose to limit the number of Service Provider reps allowed to work in a store at any one time.
2. **Personal Requirements**
   a. Understand and follow the dress code. (See Service Provider Reference Guide (SPRG)). Apparel is available through HDConnect > App Launcher > THD Gear. Only THD associates may wear the orange apron.
   b. Be sure to wear your THD Home Services badge at all times or be able to display your digital badge.
   c. Do not sit or eat when on the store sales floor. Food & drink are not permitted unless it is an authorized event.
   d. Unless setting an appointment for a customer, cell phone use should be avoided while on the sales floor.
3. **Work Area, Displays, & Materials**
   a. Work with the SM to identify your work area. SPs may only be stationed near displays related to their service. Stations cannot be in the entrance/exit vestibules or in front of a merchandised end cap. Avoid blocking walkways & product displays. You should remain in your established work area or related aisles, unless otherwise approved by the SM.
   b. Tables are acceptable if attended, not blocking product or displays, uncluttered, covered with a THD tablecloth and removed upon departure.
   c. Identify Service related clinics or demos that can be conducted throughout the day versus just a table with samples and signage. Educate customers & associates on key features and/or benefits of your program service.
   d. Tents are not allowed for daily purposes, but may be approved by SM for weather reasons or approved events (see below).

e. Only THD approved business cards, displays, brochures, & marketing materials are appropriate in stores. No other permanent in-store signage, fixtures, or displays may be installed without approval of THD Division Services Director and the Division Merchandising Manager for Services Programs.
f. Please help your store(s) maintain any permanent store signage or store displays for your respective service program.

4. **Store Events**
   a. Events must be pre-approved by a Store Manager. Two weeks' prior notice is required to allow for appropriate planning.
   b. Tasteful, uncluttered tables and tents can be used at store events. Tents can never be used inside a store. Both must be removed upon departure.
   c. Contests or "win-me's" (bucket leads) are not allowed unless approved by your RVP/RSM as a regional event lasting less than one week or as approved by the program Merchant. Approved giveaways must be related to the SPs offering and provided at the SPs expense. Gift cards, grills, mowers, etc. are not acceptable. Contest rules must be posted and visible to customers and the rules must contain information on how winners' names can be obtained.
5. **Respect**
   a. Always put customer service first and create a great shopping experience. If a customer approaches you for help with a project not related to your services, find a THD associate that can help them.
   b. Be respectful of THD customers and their shopping experience by engaging them in a professional, non-aggressive manner.
   c. Be open with customers by introducing yourself as a representative of your THD installation program, not as a THD associate."
   d. Avoid approaching the same customer multiple times or following them through the store or into the parking lot.
6. **Communicating Promotions** - Be forward & honest when communicating offerings & promotions. Do not communicate forward-looking information (e.g., promotions that are not yet active). Information given to a customer must be factual (i.e., do not say "free today only" when it is "free every day").
7. **Training** - Limit associate PK training to non-peak selling hours (typical peak: 10AM-2PM M-F, 9AM-6PM S-S).

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Aegean Stoneworks Inc DBA Olympic Stone CA
Service Provider's Full Business Name — Service Provider's State of Incorporation

1838 E Ball Rd
Service Provider's Address

Anaheim CA 92805
City — State — Zip

THIS MASTER SERVICE PROVIDER AGREEMENT ("SPA") is made and entered by and between Service Provider and **Home Depot U.S.A., Inc.**, on behalf of itself and its Affiliates, including without limitation **THD At-Home Services, Inc.** and **U.S. Remodelers, Inc.** (collectively, "**The Home Depot**"). The effective date of this SPA is the date of execution by Service Provider ("**Effective Date**"). Service Provider and The Home Depot sometimes are referred to individually as a "**Party**" or collectively as "**Parties.**"

1 Introduction.

1.1 The Home Depot may contract Service Provider to provide labor, services, work, equipment, material and/or goods (collectively, "**Services**") to The Home Depot and its customers ("**Customer(s)**"), with whom The Home Depot shall have a separate contractual arrangement ("**Customer Contract**").

1.2 Purpose and Applicability of SPA. To facilitate the business relationship between the Parties, expedite contract execution and establish standard terms and conditions applicable to all Services covered by this SPA, the Parties hereby enter into this SPA, which shall be applicable to all Services performed by the Service Provider and Service Provider's subcontractors, suppliers, materialmen (if permitted) (collectively "**Subcontractors**") and any other entity or individual for whom Service Provider is legally liable or responsible, including without limitation, its agents, authorized representatives and employees.

1.3 No Assurance of Business Opportunity for Service Provider During Term. During the Term of this SPA ("Term" is defined in paragraph 2.1 below), it is contemplated that Service Provider will, from time to time, be requested by The Home Depot to perform Services; provided, however, the existence of this SPA alone does not obligate or bind The Home Depot in any way to order any Services from the Service Provider. Service Provider further and specifically acknowledges that The Home Depot makes no assurance whatsoever that Service Provider will receive any or a minimum volume of business or revenue, leads, Assignments, Purchase Orders, geographic territory rights, or any other type of business opportunities whatsoever from The Home Depot or any of its individual stores by executing this SPA. In view of the foregoing, Service Provider acknowledges that any investments or expenditures that Service Provider has made or may make upon executing the SPA are made at Service Provider's sole risk.

1.4 Purchase Orders. The Home Depot's retention of Service Provider with respect to any particular Customer Contract constitutes a "Task." For each Task, The Home Depot will issue a purchase order to the Service Provider (the "**Purchase Order**," also known as a "Work Order"). A Purchase Order will be deemed accepted upon the earlier of Service Provider's acknowledgment of receipt of the Purchase Order or Service Provider's commencement of Services relating in any way to a Purchase Order. The Purchase Order will include the Task's specific terms, Task information, scope of work, project specific forms, and any contract terms specifically applicable to the Task. This SPA is incorporated into and made part of all Purchase Orders. A Purchase Order may only be modified by execution of a Change Order pursuant to Section 3.4. Purchase Orders may be transmitted to the Service Provider by email, facsimile, or any other electronic method of communication implemented by The Home Depot and made available to Service Provider. A Purchase Order may modify and/or supplement the terms and conditions of the SPA only if such modification or supplementation is approved in writing by a duly authorized officer of The Home Depot. In the event of irreconcilable conflicting provisions between a Purchase Order and the SPA, the SPA shall govern.

1.5 Independent Contractor. Service Provider's relationship to The Home Depot for purposes of this SPA is that of a free and independent contractor that is solely liable for its own taxes. In no event will The Home Depot and/or its affiliated companies be considered an employer or joint employer of Service Provider, its employees, Subcontractors, or any of their respective affiliates or personnel. Service Provider acknowledges that it has sole responsibility to hire, discipline, terminate, supervise, and/or dictate the daily work of its employees and Subcontractors and is solely responsible for the payment of wages, salaries, and benefits to its employees. None of the terms set forth in this SPA will be construed as creating a partnership, joint venture, agency, master-servant, employment, trust, fiduciary relationship, or any other relationship between The Home Depot and Service Provider or its Subcontractors. Service Provider is expressly prohibited from incurring and has no right, directly or indirectly, to incur any debts or other obligations (expressed or

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implied), or make any representations on behalf of The Home Depot except as expressly authorized in The Home Depot's Sell, Furnish, and Install Program.

1.6 Subcontracting. Service Provider shall at all times have competent, experienced and skilled Subcontractors engaged for the performance of the Services. Further, The Home Depot, the Service Provider and all Subcontractors shall at all times have skilled, experienced and competent employees perform the Services. The Home Depot shall have the right to remove from a Task any employees or Subcontractors of Service Provider that do not demonstrate the requisite skill, experience, or competence to perform the Services, or that are otherwise unacceptable to The Home Depot. With respect to Purchase Orders received from THD At-Home Services, Inc., Service Provider acknowledges and agrees that it shall not subcontract the Services to any third party without the express, written approval of THD At-Home Services, Inc. for each instance of subcontracting.

2 Term.

2.1 Renewals. The initial term of this SPA is one (1) year, commencing on the Effective Date (the "**Term**"). The Term of this SPA shall automatically extend and renew for further one-year periods under the same terms and conditions contained herein without further notice, unless terminated earlier in accordance with Section 15.

2.2 In the event of termination of this SPA, the SPA, and all of its terms and conditions, remains in full force and effect for all Purchase Orders executed before the termination date until the applicable statute of repose has expired for the Services that are the subject of the Purchase Order(s).

3 Services; Programs; Changes; Service Provider Reference Guide.

3.1 Scope of Services. Service Provider shall perform and furnish all Services necessary to prosecute and complete the scope of work identified, described in, or reasonably inferred from a Purchase Order.

3.2 Programs. The Home Depot may order the following types of Services from Service Provider under this SPA as may be agreed by the Parties and identified in a Purchase Order ("**Program(s)**"): (i) "**Service Only**" - where Service Provider shall provide Services to the Customer pursuant to a Customer Contract between The Home Depot and its Customer; (ii) "**Install Only**" - where Service Provider will install merchandise at the Customer's service location pursuant to a Customer Contract between The Home Depot and its Customer; (iii) "**Furnish and Install**" - where Service Provider will furnish from its inventory and install the merchandise at the Customer's service location pursuant to a Customer Contract between The Home Depot and its Customer; (iv) "**Sell, Furnish, and Install**" - where Service Provider will sell, furnish from its inventory, and install merchandise at the Customer's service location pursuant to a Customer Contract between The Home Depot and its Customer; (v) "**Furnish and Deliver**" - where Service Provider will furnish from its inventory and deliver the merchandise to the Customer pursuant to a Customer Contract between The Home Depot and its Customer; and (vi) "**Deliver**" – where Service Provider delivers merchandise to the Customer on behalf of The Home Depot pursuant to a Customer Contract between The Home Depot and its Customer. Pursuant to a written amendment, the Parties may agree to modify the types of Services provided by Service Provider.

3.3 Pricing of Services. The prices that Service Provider charges The Home Depot for the Services will be set forth in a separate document signed by the Parties and known as an "**Exhibit A**" which is hereby incorporated in and made as part of the SPA. Unless otherwise provided herein, the prices at which Services are sold to Customer shall be solely determined by The Home Depot irrespective of the prices set forth in **Exhibit A**.

3.4 Changes. A Purchase Order may be amended only by a change order within the general scope of the Purchase Order approved in writing by Customer ("Change Order"). No adjustments, including adjustments to compensation due Service Provider, will be made for any deviations from a Purchase Order that have not been requested or otherwise agreed to by The Home Depot and Customer. Fully executed Change Orders become a part of, and are subject to, this SPA. Change Orders may be transmitted by email, facsimile, or any other electronic method of communication implemented by The Home Depot and made available to Service Provider.

3.5 Adjustments to Compensation. Any adjustment to compensation due Service Provider shall be established by one of the following methods: (1) mutual agreement on a lump sum with sufficient information to substantiate the amount; (2) unit prices stated in this SPA or the Purchase Order or, if not stated, then established by mutual written agreement; or (3) as otherwise dictated by The Home Depot in its sole discretion.

3.6 Performance of Services. Service Provider will, at a minimum, provide all Services, fulfill all Purchase Orders, and complete all Tasks in a timely, workmanlike, and professional manner in accordance with this SPA, the applicable Purchase Order, and any service level requirements specified in the SPRG (see Section

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3.7 below), the Customer Contract, any applicable manufacturer's warranty or warranties, and in accordance with all Applicable Laws (defined in Section 4.2 below), including business and professional licensing requirements, building and zoning codes, and facilities and conditions standards.

3.7 Service Provider Reference Guide. Service Provider acknowledges and agrees that additional terms and conditions applicable to these Services will be set forth by The Home Depot in its Service Provider Reference Guides ("**SPRG**"), which constitute an integral, material part of this SPA and are incorporated herein by reference. Service Provider will be bound to the SPRG generated by the entity from which it receives a Purchase Order, whether it is Home Depot U.S.A., Inc., U.S. Remodelers, Inc., THD At-Home Services, or some other Affiliate. If Affiliate does not publish its own SPRG, then the SPRG of Home Depot U.S.A., Inc. shall apply.

With respect to Tasks received from Home Depot U.S.A., Inc. or U.S. Remodelers, Inc., Service Provider acknowledges and agrees to all terms and conditions contained in the SPRG located online at the following website: https://hdconnect.homedepot.com/Resources/ReferenceLibrary/Pages/default.aspx

With respect to Tasks received from THD At-Home Services, Inc., Service Provider acknowledges and agrees to all terms and conditions contained in the SPRG located online at the following website: www.hdserviceproviders.com/rsw (User ID: installer; Password: homedepot).

In the event of an irreconcilable conflict between the applicable terms and conditions contained in the SPRG and this SPA, the terms and conditions contained in the SPA shall control. The Home Depot reserves the absolute right to modify, without prior notice and in its own discretion, each SPRG, The Home Depot's corresponding website, and/or the location of the SPRG from time to time. Certain sections of the SPRG may apply specifically to a particular Program, and Service Provider is responsible for following the guidelines of the SPRG specific to Service Provider's Program(s), Tasks, and Purchase Orders in addition to following such SPRG's general guidelines. Notwithstanding any other provision herein to the contrary, any revisions made to the SPRGs, a change in the website on which the SPRG are contained, or the addition of a new SPRG applicable to Service Provider's Services shall immediately be effective and binding upon Service Provider at the time of The Home Depot's posting of such revisions or additions or statement of a new website location. Service Provider's agreement to the modification or change to the SPRGs or the website location of the same extends to The Home Depot's development of a single SPRG for use with all of its Affiliates.

4 General Obligations of Service Provider.

4.1 Time for Performance of Services. Time is of the essence. Service Provider shall commence the Services (1) immediately upon the receipt of a Purchase Order or (2) at a time dictated by The Home Depot and fully complete the Services by the date stated in the Purchase Order, and if the Purchase Order does not designate a date for final completion, then the Services shall be finally completed as directed by The Home Depot. The Service Provider acknowledges that its failure to complete finally the Services in a timely manner may result in The Home Depot sustaining direct, indirect, special and consequential damages. Service Provider will coordinate and perform the Services, and its parts, diligently and promptly; and furnish at all times sufficient, qualified and competent labor, and adequate, conforming and usable materials, equipment, tools and other necessary things to achieve timely progress of the Services. Service Provider shall utilize, maintain and/or implement appropriate technology to interface with systems utilized by The Home Depot to coordinate Tasks, Purchase Orders, payments by Customers, and communication of project and Customer information between the Parties.

4.2 Compliance with Laws. Service Provider and its Subcontractors shall comply with all applicable federal, state, county, and local laws, statutes, orders, ordinances, regulations, rules, codes (including building codes), permits, any requirements of the governing authority with jurisdiction, and any court orders (the "Applicable Laws") pertaining to a Task, Purchase Order, Customer Contract, or the performance of Services.

4.3 Safety. Service Provider will act at all times with the safety of The Home Depot's Customers, The Home Depot's associates and personnel, and its Subcontractors foremost in mind and will follow all applicable safety guidelines conforming to (i) those required or recommended by federal, state, and local governmental or quasi-governmental authorities with jurisdiction over the activities of Service Provider under this SPA, including all applicable guidelines and regulations issued by the federal Occupational Safety and Health Administration; and (ii) the requirements of this SPA, including the SPRG, and any other safety notices or communications sent to Service Provider by The Home Depot. All waste that is generated by the Services or residual chemicals that are otherwise used by Service Provider must be properly managed, stored, transported, and disposed of in accordance with Applicable Laws.

4.4 Encumbrances. To the extent permissible under Applicable Laws, Service Provider waives any and all right to file or record a lien, claim of lien, stop payment notice, stop notice, security interest, and any other

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encumbrance against The Home Depot, a Customer, and the property of a Customer or the Home Depot ("Encumbrances"). Service Provider shall, at all times, keep the property of Customer and Home Depot free from Encumbrances filed or recorded by Subcontractors or others claiming to be in the chain of privity with Service Provider in connection with the Services. The Service Provider shall cause the release, dissolution, cancelation or removal of any Encumbrance relating in any way to the Services within five (5) business days of the date that Service Provider was made aware of such Encumbrance, irrespective of the validity. Further, The Home Depot shall have the right, but not the obligation, to take any and all steps necessary to promptly release such Encumbrances, and Service Provider shall pay to The Home Depot or its Customer(s) by reason thereof, the expenses, including legal fees, plus interest at the maximum rate permitted by applicable law, incurred by The Home Depot or its Customer(s) as a result of such Encumbrances. Service Provider agrees that The Home Depot is entitled to deduct such costs, expenses and legal fees from any sum then due or thereafter becoming due to Service Provider. This paragraph shall survive the termination of this SPA.

4.5 Partial Lien Waiver, Affidavits, and Other Documents. As a condition precedent to payment, The Home Depot may require Service Provider to provide, in a form satisfactory to The Home Depot, (1) partial or final waivers of Encumbrances and releases of claims relating to the Services and (2) affidavits swearing Service Provider has paid in full its Subcontractors. Service Provider shall, as often as required by The Home Depot, provide an affidavit identifying all Subcontractors or any other entities or individuals that may be in the chain of privity of contract with the Service Provider, that are or will furnish labor, material, services or equipment, including their address, telephone and facsimile numbers, and the amount due or to become due.

4.6 Non-Exclusivity. This SPA is non-exclusive, and The Home Depot, without notice, may use other providers to perform the same or similar services described in this SPA. Similarly, Service Provider may perform like services for others, so long as the performance of such other services does not impair Service Provider's ability to fulfill its obligations under this SPA, cause Service Provider to breach this SPA, or result in an Event of Default as defined in Section 13 of this SPA.

4.7 No Customer Solicitation. Service Provider and its Subcontractors will not offer, solicit, or provide any services, or recommend a third party for the performance of any services, to a Customer, other than providing the Services specifically identified in a Purchase Order. Service Provider and its Subcontractors will not use Confidential Information, information about Customers obtained as a result of Service Provider's activities under this SPA, or any other information obtained as a consequence of Service Provider's fulfillment of its obligations under this SPA, for any purpose other than as necessary to perform Services under this SPA. Service Provider and its Subcontractors are expressly prohibited from using Confidential Information to solicit, directly or indirectly, any business from a Customer or prospective Customer. Service Provider and its Subcontractors will not use Confidential Information for the purpose of providing products or services that are the same as, similar to, and/or competitive with, Services or other products and services that are sold or provided by The Home Depot. Service Provider acknowledges and agrees that the restrictions contained in this Section are fair, reasonable, and necessary to protect The Home Depot's legitimate business interests, and that Service Provider accepts a duty to know and remain aware of the Services or other products and services that are sold or provided by The Home Depot. The non-solicitation restrictions set forth in this Section will survive for three (3) years upon termination or expiration of this SPA, provided that protections applicable to The Home Depot's Confidential Information will continue for as long as permitted by Applicable Laws. Service Provider agrees that immediate, irreparable harm could result to The Home Depot and its business if Service Provider or its Subcontractors breach their obligations in this Section. Therefore, Service Provider agrees that The Home Depot will be entitled to a restraining order, injunction or other equitable relief if Service Provider or its Subcontractors breach their obligations under this Section, in addition to any other remedies available at law or equity.

4.8 No The Home Depot Employee Solicitation. During the Term of this Agreement and for a period of one hundred and eighty (180) days thereafter, Service Provider agrees that it will not solicit for employment or engagement as a consultant any employees of The Home Depot without the express written consent of The Home Depot. The restrictions in this paragraph do not limit Service Provider's ability to publicly post or publish general employment opportunities and hire a person who responds to general job postings or advertisements.

4.9 Bills of Lading or Other Shipping Documents. The terms of this SPA shall not be modified in any manner by the terms of any bills of lading or any other shipping documents that may be issued by Service Provider to The Home Depot in connection with any Services.

4.10 Licenses and Permits. Service Provider must have and maintain all required licenses and obtain all required building and construction permits and inspections necessary to perform and/or complete the Services as required by Applicable Laws. Service Provider shall not request or require Customers to obtain permits unless permissible under Applicable Laws and authorized to do so in writing by The Home Depot.

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Service Provider shall maintain records documenting its compliance with the requirements of this Section for at least six (6) years following the conclusion of this SPA, or the amount of time required by the applicable statutes of limitations and repose for claims relating to this Section that arise following the conclusion of this SPA, whichever is greater.

4.11 Taxes. Service Provider is solely responsible for all taxes related to the Services and/or fulfillment of its obligations to The Home Depot under this SPA. Service Provider will pay, accrue, and remit all sales, use, ad valorem, transportation tariffs, franchise, income, license, occupation, and any other taxes, duties, imposts and excises of every nature or description whatsoever, presently or hereinafter imposed by Applicable Laws upon the operation of Service Provider's business in relation to its fulfillment of its obligations to The Home Depot. Service Provider will file all reports, make all returns, and secure all licenses and permits with respect to such taxes or imposts. The Home Depot will issue a resale certificate to Service Provider only if Service Provider is authorized to request such a certificate under Applicable Laws. With respect to the (i) Furnish and Install Program and (ii) Sell, Furnish, and Install Program, Service Provider understands and agrees as follows: (a) Service Provider is providing lump sum pricing of labor and products, materials, and/or merchandise; (b) title to the products, materials, and/or merchandise passes from Service Provider to the Customer upon installation as part of a Customer Contract; and (c) Service Provider is responsible for and shall pay any sales tax or accrue any use tax applicable to the products, materials, and/or merchandise that Service Provider provides as part of the Services. The Home Depot will collect all applicable retail sales taxes from Customers as required by Applicable Laws and will remit such taxes to and file all required reports with the appropriate governmental authorities.

4.12 Property Losses. Service Provider is solely responsible for the care of, and for all losses that may occur with respect to any actual or alleged physical damage to or loss of, the Customer's real and/or personal property arising from or relating to Service Provider's Services. Any Customer property will not be removed or replaced by the Service Provider unless such is provided for in the Customer Contract or requested in writing by the Customer. Service Provider is further responsible for the care of, and for all losses that may occur with respect to any actual or alleged physical damage or loss of, merchandise, monies, funds, negotiable instruments (including, without limitation, checks), valuables, or other property of The Home Depot or any Customer while in Service Provider's custody or control.

4.13 Quality. Service Provider shall at all times provide new materials (unless otherwise specified in a Purchase Order). After receiving written notice from The Home Depot, Service Provider shall, within the reasonable time period specified by The Home Depot in its sole discretion, proceed to take down or otherwise remove all portions of the Services which The Home Depot shall have determined are unsound, improper, or in any way failing to conform to a Purchase Order or this SPA and shall replace same with new, conforming and quality Services in a manner deemed satisfactory by Customer and The Home Depot. Notice under this Section may be provided by The Home Depot to Service provider via email or pursuant to Section 18.12.

4.14 Equipment. Service Provider will, at its own expense, provide all transportation and provide and maintain all equipment, supplies, tools, uniforms, up-to-date maps and directional aids, and other resources (collectively, "**Equipment**") necessary to fulfill its obligations under this SPA. Service Provider will keep Equipment in good repair and safe operating condition, maintain Equipment according to the manufacturers' recommendations, and use only Equipment fit for its intended purpose. Service Provider's vehicular Equipment will be maintained consistent with Applicable Laws, including the Federal Motor Carrier Safety Regulations ("**FMCSR**") at all times.

4.15 Clean Up. Service Provider shall, at its own expense: (a) keep the Customer's premises free from waste materials, packaging and other debris accumulated in connection with Service Provider's Services by collecting and removing such debris on a daily or other basis requested by The Home Depot; (b) at the completion of the Services, sweep and otherwise make the Service area and its immediate vicinity "broom clean"; and (c) remove all of its tools, equipment, and surplus materials as directed by Customer or The Home Depot at the completion of Service Provider's Services. Service Provider agrees to provide all cleaning and cleanup required under a Purchase Order pertaining to the Services to the extent such requirements are in excess of this Section. If Service Provider fails to commence clean-up duties within twenty-four hours after receipt from The Home Depot or Customer of notice of noncompliance, The Home Depot may implement cleanup measures as necessary or prudent without further notice to the Service Provider, the cost of which shall be reimbursed to The Home Depot by the Service Provider.

4.16 Environmental Protection. Service Provider shall be responsible for compliance with all applicable federal, state, and local natural resource and environmental protection requirements, codes and regulations, including without limitation, all Applicable Laws pertaining to hazardous wastes and substances (hereinafter "Hazardous Materials"). In addition, Service Provider shall not provide or allow any of its Subcontractors to supply or deliver any Hazardous Materials to a Customer's property, and in the event such occurs, Service

Provider shall remove such Hazardous Materials at its sole expense. Further, Service Provider shall immediately notify The Home Depot if Service Provider or its Subcontractors encounter any Hazardous Materials during performance of the Services at any time.

5 Payment and Chargebacks.

5.1 Submission of Invoice or Application for Payment. Payment processing will begin after Service Provider's completion of the Services specified in a Purchase Order. Within thirty (30) days of completion of the Services, Service Provider must submit to The Home Depot a customer approval form ("Customer Approval") (or other such form provided by The Home Depot) signed by the Customer as a condition of payment processing. For any additional payment beyond the original Purchase Order amount, Service Provider must submit a Customer approved Change Order supporting such payment request before or within thirty (30) days of completion of the Services. The Services shall be deemed unacceptable and payment shall not become due if The Home Depot or Customer rejects the Services for any reason or if Service Provider's performance of the Services does not conform to industry standards or the requirements of the SPA ("**Unacceptable Services**"). The payment procedures and adjustments are described in further detail in the SPRG.

5.2 Payment. Upon Service Provider's completion of the Services and correction of any Unacceptable Services to the satisfaction of The Home Depot and the Customer, and within forty-five (45) days of The Home Depot's receipt of the signed Customer Approval, The Home Depot will process and make full payment to the Service Provider for the undisputed portions of the amount due under a Purchase Order. Service Provider must contest in a written notice to The Home Depot any alleged payment shortage, miscalculation or error within thirty (30) days of receipt of payment for a Purchase Order. The failure to contest in a written notice any such alleged errors within such time period shall constitute a full and final release and waiver of all claims related to the applicable Purchase Order(s). The Home Depot shall have thirty (30) days in which to respond to such contest, if one is asserted. All decisions of The Home Depot are final. The Home Depot reserves the right to reject any payment claim that is not submitted for review within the stated thirty (30) day period. Service Provider acknowledges and agrees that Service Provider's receipt of payment constitutes valuable consideration and a full and unconditional waiver and release of any and all legal claims, demands, and Encumbrances that have or could have been asserted as of the date of payment by The Home Depot. Service Provider further agrees that payment to Service Provider does not constitute or imply acceptance of any portion of Service Provider's Services by The Home Depot.

5.3 Cost Adjustments. An undisputed error in the payment made to Service Provider will be corrected as follows: (i) if the cost adjustment results in a credit to the Service Provider, the amount will be included in the next scheduled payment cycle; or (ii) if the cost adjustment results in a debit to the Service Provider, the Service Provider's account will show a balance due. In the case of a debit, The Home Depot will deduct the amount due from any future payments owed to the Service Provider. To the extent that no further payments are due, The Home Depot will invoice Service Provider for such expenses, and Service Provider agrees to pay such invoice within thirty (30) days of the invoice date. The Home Depot's rights under this Section will survive the expiration or termination of this SPA.

5.4 Chargeback. If The Home Depot incurs any costs or expenses (i) to satisfy a Customer who is not completely satisfied because of actual or alleged substandard or faulty workmanship of the Service Provider, (ii) to repair damages actually or allegedly arising from or relating to Service Provider's Services, (iii) to pay any costs or expenses, including without limitation reasonable attorneys' fees, arising from or relating to Service Provider or its Subcontractors, and/or (iv) if the Service Provider has violated any of the requirements of the SPA that are, or may be deemed in the future, violations that provide a penalty to be imposed against the Service Provider, such expenses, regardless of the manner incurred, will be deducted as a "chargeback" from payments otherwise due the Service Provider from The Home Depot. To the extent that no further payments are due, The Home Depot will invoice Service Provider for such expenses, and Service Provider agrees to pay such invoice within thirty (30) days of the invoice date. The Home Depot's rights under this Section will survive the expiration or termination of this SPA. Additional information with regard to chargebacks is provided in the applicable SPRG.

5.5 The Home Depot shall have the right at any time to set-off any amounts due to Service Provider (or any of its associated or affiliated companies) against any amounts owed by Service Provider with respect to a Purchase Order, the Services, or any other contractual agreement between the Parties hereto, unless such set-off violates the Applicable Laws.

6 Background Investigations.

6.1 General. Service Provider employees and Subcontractor employees must pass background investigations to The Home Depot's satisfaction before providing any Services under this SPA. These investigations will be conducted by a third party agency or agencies designated by The Home Depot as set forth in the SPRG. Service Provider will be notified of the results but will not receive access to or review the

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report, except to the extent The Home Depot is required under Applicable Laws to allow such access or review, or unless the Service Provider is credentialed by the third party agency. Periodic additional background investigations may be performed or required by The Home Depot.

6.2 Prerequisite to Provision of Services. Until the requirements of this Section 6 are fully satisfied, under no circumstances will Service Provider's employees or its Subcontractors' employees provide any Services, have contact with any Customers, or have access to Confidential Information, including Customer information.

7 Service Provider's Exclusive Obligations to its Employees and Subcontractors.

7.1 None of the terms stated in this SPA are intended to create an employer-employee relationship between The Home Depot and any of the Subcontractors or employees of Service Provider. The Home Depot has no responsibility or obligation whatsoever for providing and furnishing any type or form of employee benefit or compensation to the Subcontractors or employees of Service Provider, including without limitation, wages, salary, benefit plans, savings or retirement plans (including contributions thereto), insurance, pension, stock, bonus, or like benefits or distributions.

7.2 Tax and Reporting Requirements. Service Provider is exclusively liable for all tax withholding, deposit, premium, and reporting requirements under federal or state income, social security, FICA, withholding, old age benefit, Medicare, unemployment insurance, disability insurance, or workers' compensation acts that is due or may become due to any taxing authority of any government body of any jurisdiction or any agency or department thereof with respect to services provided by it, its employees or its Subcontractors. Service Provider represents and warrants that it will comply, at its expense, with the Fair Labor Standards Act, and all other Applicable Laws to it, including all workers' compensation, benefits, and employment laws. The Home Depot has the right to inspect or audit such records upon request.

7.3 Compliance with the Immigration Reform and Control Act. Service Provider is solely responsible for ensuring that all of its employees and its Subcontractors' employees comply with the Immigration Reform and Control Act of 1986 ("IRCA") and applicable State immigration laws. Service Provider will perform employment eligibility verifications and maintain I-9 forms for its employees and its Subcontractors' employees. Service Provider will comply fully with the record-keeping requirements of IRCA and State immigration laws and certify its compliance to The Home Depot upon request. Service Provider will use only workers for whom it has confirmed legal eligibility to perform services as employees in the United States and for whom all required record keeping under IRCA and State immigration laws has been performed and maintained.

7.4 No Sponsorship. The Home Depot is not responsible for sponsorship of, and will not sponsor, any intending immigrant workers used in fulfillment of Service Provider's obligations under this SPA.

7.5 Labor Disputes. Service Provider agrees to notify immediately The Home Depot in writing of any threatened, impending, or actual labor dispute involving Service Provider or Subcontractors.

7.6 Compliance with this SPA. Service Provider will ensure that its employees comply with the terms of this SPA, and any breach of any term of this SPA by Service Provider's employees or its Subcontractors' employees is a breach by Service Provider for liability, indemnification, and other purposes.

8 Confidentiality; Publicity; Ownership of Works.

8.1 Confidential Information. Service Provider acknowledges that performance under this SPA will give Service Provider and its Subcontractors access to confidential, proprietary, and trade secret information of The Home Depot and/or its service providers, suppliers, distributors, vendors, and/or agents, as well as Customer information (collectively "**Confidential Information**"). Service Provider agrees that it will maintain all Confidential Information in strict confidence and not disclose or use Confidential Information other than as necessary to fulfill its obligations to The Home Depot under this SPA. Service Provider will inform its Subcontractors about the confidential and proprietary nature of the Confidential Information to which they may be exposed and will ensure that Subcontractors (i) keep Confidential Information strictly confidential, (ii) are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein, and (iii) comply with all terms of this Section 8. "Confidential Information" shall include, without limitation, information disclosed to, made available to, or obtained by Service Provider in connection with this SPA, and all material and reports prepared for The Home Depot hereunder, including all information (whether or not specifically labeled or identified as confidential), in any form or medium, that is disclosed to or learned by Service Provider in the performance of Services related to this SPA and that relates to the business, products, services, research, or development of The Home Depot or its service providers, suppliers, distributors, agents, representatives, or Customers. Confidential Information further includes without limitation the following:

(a) internal business information (including information relating to strategic and staffing plans and practices, marketing, promotional sales plans, practices and programs, training practices and programs, costs, rate and pricing structures, and accounting and business methods);

(b) identities of, individual requirements of, specific contractual arrangements with, and information about, The Home Depot's service providers, suppliers, distributors, and Customers and their confidential, proprietary, or personal information;

(c) compilations of data and analyses, processes, methods, techniques, systems, formulae, research, records, reports, Customer lists, manuals, documentation, models, data, and data bases relating thereto;

(d) computer software and technology (including operating systems, application software, interfaces, utilities, modifications, macros, and their overall organization and interaction), program listing, documentation, data and databases, and any user IDs and passwords The Home Depot provides Service Provider for access to The Home Depot's internal systems; and

(e) trade secrets, trade dress, ideas, inventions, designs, developments, devices, methods, processes, and systems (whether patentable or copyrighted, and whether reduced to practice or fixed in a tangible medium).

8.2 Required Disclosures. If Service Provider receives a subpoena or other validly issued administrative or judicial process demanding information about this SPA and/or Confidential Information, Service Provider must immediately notify in writing and tender the process for defense to The Home Depot. Unless it has been timely limited, quashed, or extended, Service Provider will thereafter be entitled to comply with such process to the extent required by law. If requested, Service Provider will cooperate in the response to such process or any demand related thereto.

8.3 Publicity. Service Provider will not issue any press release or other statement or otherwise disclose (in whole or in part) the contents or substance of this SPA or the Parties' activities under this SPA without first obtaining the express prior written consent of The Home Depot. Any such consent must be requested at least thirty (30) calendar days before the intended date of the release or communication. Service Provider will immediately inform The Home Depot if it believes that the issuance of any press or other media release is required by operation of Applicable Laws.

8.4 Ownership of Works. Except as otherwise agreed by the Parties in writing, The Home Depot or its assignee own and have all right, title, and interest in all ideas, concepts, plans, processes (including, without limitation, sales and marketing processes), creations, trademarks, logos, intellectual property, displays (whether such displays are used on an in-store or in-home basis), and other work product (collectively, the "**Works**") produced by The Home Depot, at The Home Depot's request, or by Service Provider or any Subcontractors for The Home Depot in furtherance of the Parties' obligations under this SPA. Service Provider will cooperate fully with The Home Depot and execute documentation as The Home Depot may request in order to establish, secure, maintain, or protect The Home Depot's rights with respect to the Works.

8.5 Third Party Beneficiaries. The Home Depot's service providers, suppliers, distributors, vendors, and/or agents who provide Confidential Information that is disclosed to Service Provider and/or Subcontractors shall be third party beneficiaries of only the provisions set forth in Section 8.1, but shall not be deemed third party beneficiaries of this SPA for any other purpose.

8.6 Service Provider Information and Profile. As part of entering this SPA and operating as a Service Provider, Service Provider understands and agrees that Service Provider and its personnel may be required to provide information to The Home Depot. Such information may include, without limitation, business names; addresses, telephone, facsimile, and email information; Service Provider principal or owner information; onboarding dates; state and local licensing and registration information; personnel names, background check approvals, badge numbers and photographs, and personnel photographs; service program types and capabilities; business descriptions; insurance information; project and work photographs; project, Task, and Purchase Order details; consumer reviews; and business and personnel testimonials (collectively, "Service Provider Information"). All Service Provider information may be used by The Home Depot for its business purposes, including without limitation, the creation of a Service Provider profile on The Home Depot and/or its affiliates' website(s). Service Provider expressly agrees that The Home Depot may provide Service Provider Information to customers; may use Service Provider Information in any way necessary to facilitate actual or potential Services, Customer Contracts, Tasks, and/or Purchase Orders; and may share Service Provider Information with any of its affiliated companies, post such information on affiliate websites, and otherwise make such information publicly available. Service Provider warrants that all Service Provider Information provided to The Home Depot by Service Provider and/or its personnel is

accurate, up to date, and in compliance with all applicable laws. Service Provider warrants that it has the right to provide all Service Provider Information to The Home Depot, has obtained any and all necessary consents from third parties, and that such information does not violate the rights of any third party. The Home Depot reserves the absolute right and discretion to utilize or discard any Service Provider Information.

9 Representations and Warranties.

9.1 Warranty. The Home Depot will warrant to the Customer the workmanship of the Services pursuant to a Customer Contract. Service Provider will warrant its workmanship to The Home Depot in accordance with this Section 9. Service Provider warrants to The Home Depot that Services will be completed in a timely, good and workmanlike manner by an adequate number of qualified employees with suitable training, experience, and skill, and all materials supplied in connection with the Services will be of good quality and new unless otherwise required or permitted by a Purchase Order, that the Services will be free from defects not inherent in the quality required or permitted, and that the Services will conform to the requirements of the Purchase Order and this SPA. Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective ("**Defect**") and a breach of Service Provider's warranty obligations.

9.2 Correction Period. In addition to Service Provider's obligations under Section 9.1, if any of Service Provider's Services are found to contain a Defect, meaning Services not in accordance with the requirements of a Purchase Order, this SPA, standards of good workmanship, inferior materials, equipment or goods or unsatisfactory work, services or materials as determined by The Home Depot in its sole and absolute discretion, Service Provider shall correct such Services promptly after receipt of written notice from The Home Depot. Notice under this Section may be provided by The Home Depot to Service provider via email or pursuant to Section 18.12. Service Provider's correction period shall extend to the longer of: (a) one (1) year (five (5) years for roofing) from the date of the Purchase Order completion or the signed Customer Approval, whichever is later; (b) the applicable period specified in the Customer Contract or any warranty supplemental to such Customer Contract; or (c) such period as may be required under Applicable Laws (the "Correction Period"). Service Provider shall correct the Defect without cost to The Home Depot or Customer. If Service Provider fails to remedy said Defect within the time period specified by The Home Depot in its sole discretion or if Customer refuses to allow Service Provider to correct the Defect, The Home Depot shall have the right to correct the Defect at Service Provider's expense. In the event that the Defect arises after termination of this SPA, The Home Depot may elect in its sole discretion to remedy the Defect instead of allowing Service Provider to do so, and Service Provider agrees to reimburse The Home Depot for all associated costs and expenses. The Home Depot shall further have the right to withhold payment to Service Provider and set off any costs or expenses incurred by The Home Depot arising from or related to any Defect. To the extent no further payments are due Service Provider, The Home Depot will invoice Service Provider for such expenses, and Service Provider agrees to pay such invoice within thirty (30) days of the invoice date. The Correction Period established by this Section relates only to the specific obligation of Service Provider to correct the Services, and has no relationship to the time within which the obligation to comply with this SPA or a Purchase Order may be sought to be enforced, nor the time within which proceedings may be commenced to establish Service Provider's liability with respect to the Service Provider's obligations other than specifically to correct the Services.

9.3 Mutual Representations and Warranties. Each Party represents and warrants that as of the Effective Date:

(a) it is a corporation duly incorporated (or is any other form of legally recognized entity), validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated or otherwise formed; and it is duly qualified and in good standing in each other jurisdiction where the failure to be so qualified and in good standing would have an adverse effect on its ability to perform its obligations under this SPA in accordance with the terms and conditions hereof; and

(b) Each Party has all necessary corporate power to enter into this SPA and to perform its obligations hereunder; and the execution, delivery, and performance of this SPA by each Party has been duly authorized by all necessary corporate action on the part of each Party.

9.4 Service Provider Representations and Warranties. As of the Effective Date, continuing throughout the Term, and after termination during its continuing, surviving obligations pursuant to this SPA, Service Provider further represents and warrants to The Home Depot the following:

(a) Service Provider is duly licensed, authorized, and qualified to do business in each jurisdiction in which a license, authorization, or qualification is required for the transaction of business in fulfillment of Service Provider's obligations under this SPA;

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(b) Service Provider is not a party to any outstanding litigation, arbitration, claim, or other dispute that, if decided unfavorably to it, would reasonably be expected to have a material adverse effect on Service Provider's ability to fulfill its obligations under this SPA;

(c) Neither Service Provider, nor any Co-Signer, is a party to any contract, agreement, mortgage, note, deed, lease or similar understanding with any third party that would have an adverse effect on the ability of Service Provider to fulfill its obligations under this SPA;

(d) To Service Provider's knowledge, no non-public fact or circumstance exists that could result in an adverse effect on Service Provider or The Home Depot's public image, the public's perception of Service Provider or The Home Depot, or The Home Depot's brands or marks;

(e) Service Provider is financially solvent, has the ability to perform its obligations hereunder, and will perform its obligations in a manner that complies with Applicable Laws and its business, activities, facilities, and the provision of Services hereunder, including laws of any country or jurisdiction from which or through which Service Provider provides the Services or obtains resources or personnel to do so; and

(f) Service Provider and its Subcontractors shall comply with all Applicable Laws regarding the security and protection of the privacy and personal information of Customers, as more fully provided in the SPRG.

9.5 Service Provider's warranties contained in this Section 9 are in addition to any other warranties provided by Service Provider or required by Applicable Laws or this SPA. Service Provider's warranty obligations shall survive termination or expiration of this SPA.

10 Indemnification.

10.1 TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS, SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD THE HOME DEPOT AND THE CUSTOMER, AND ANY OF THEIR RESPECTIVE PAST AND PRESENT OWNERS, OFFICERS, SHAREHOLDERS, AFFILIATES, PARENTS, SUBSIDIARIES, ASSOCIATES, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AND AGENTS (COLLECTIVELY "INDEMNITEES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ALLEGATIONS, LOSSES, LIABILITIES, CAUSES OF ACTION, LAWSUITS, PROCEEDINGS, JUDGMENTS, FINES, PENALTIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEY, EXPERT, AND CONSULTANT FEES AND LEGAL EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE RELATING TO OR ARISING OUT OF ANY SERVICES PROVIDED BY SERVICE PROVIDER OR ANY OF ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES (THE "INDEMNITORS"); PROVIDED, HOWEVER, THE INDEMNITORS SHALL HAVE NO OBLIGATION TO INDEMNIFY, DEFEND OR HOLD HARMLESS THE INDEMNITEES IN THE EVENT THAT SUCH CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARE CAUSED BY THE SOLE, ACTIVE NEGLIGENCE OF AN INDEMNITEE.

10.2 BY WAY OF EXAMPLE AND NOT LIMITATION, SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ALLEGATIONS, LOSSES, LIABILITIES, CAUSES OF ACTION, LAWSUITS, PROCEEDINGS, JUDGMENTS, CIVIL PENALTIES, FINES, PENALTIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEY, EXPERT, AND CONSULTANT FEES AND LEGAL EXPENSES, TO THE EXTENT ARISING OUT OF OR RELATING TO THE FOLLOWING:

(a) THE INACCURACY, UNTRUTHFULNESS, OR BREACH OF ANY REPRESENTATION, COVENANT, WARRANTY, OR ANY OTHER AGREEMENT SET FORTH IN THIS SPA BY SERVICE PROVIDER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES AND/OR ANY OF ITS SUBCONTRACTORS;

(b) PERSONAL INJURY (INCLUDING WITHOUT LIMITATION, DEATH AND EMOTIONAL DISTRESS OR INJURY) ARISING OUT OF OR RELATING TO ACTS OR OMISSIONS OF SERVICE PROVIDER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES AND/OR ANY OF ITS SUBCONTRACTORS;

(c) PROPERTY LOSS OR DAMAGE ARISING OUT OF OR RELATING TO ACTS OR OMISSIONS OF SERVICE PROVIDER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES AND/OR ANY OF ITS SUBCONTRACTORS;

(d) NONCOMPLIANCE BY SERVICE PROVIDER, OR ANY OWNER, OFFICER, SHAREHOLDER, PARENT, AFFILIATE, SUBSIDIARY, ASSOCIATE, DIRECTOR, EMPLOYEE, SUBCONTRACTOR, AGENT, REPRESENTATIVE, AND/OR EMPLOYEES THEREOF, WITH ANY APPLICABLE LAWS;

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(e) ANY HAZARDOUS MATERIAL (AS THAT TERM IS DEFINED BY APPLICABLE LAWS) BROUGHT TO THE CUSTOMER'S PROPERTY OR RELEASED BY THE NEGLIGENCE OF SERVICE PROVIDER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR ITS SUBCONTRACTORS;

(f) INFRINGEMENT OF THE INTELLECTUAL PROPERTY, PROPRIETARY, OR OTHER RIGHTS OF ANY THIRD PARTY BY SERVICE PROVIDER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES AND/OR ANY OF ITS SUBCONTRACTORS;

(g) THE FAILURE OF SERVICE PROVIDER TO PERFORM INSPECTIONS OR OBTAIN AND MAINTAIN LICENSES OR PERMITS REQUIRED BY APPLICABLE LAWS;

(h) THE SUPPLY OF FALSE OR INACCURATE BACKGROUND INFORMATION OR THE GATHERING AND/OR USE OF BACKGROUND INVESTIGATION INFORMATION;

(i) TAXES ASSERTED OR LEVIED AGAINST THE HOME DEPOT RESULTING FROM SERVICES THAT ARE THE RESPONSIBILITY OF THE SERVICE PROVIDER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR ITS SUBCONTRACTORS;

(j) THE FAILURE OF SERVICE PROVIDER TO COMPLY WITH APPLICABLE LAWS RELATING TO IMMIGRATION;

(k) THE UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION BY SERVICE PROVIDER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES AND/OR ANY OF ITS SUBCONTRACTORS;

(l) ANY PROPERTY ENCUMBRANCE RESULTING FROM ANY ALLEGED FAILURE OF SERVICE PROVIDER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR ANY OF ITS SUBCONTRACTORS, TO PAY FOR ANY PORTION OF THE SERVICES, WHETHER VALID OR NOT;

(m) ANY MATERIAL BREACH OF THE SPA OR A PURCHASE ORDER; OR

(n) COMPENSATION OR BENEFITS OF ANY KIND, INCLUDING BASE WAGES, BONUSES, HEALTH AND WELFARE BENEFITS (BY AGREEMENT, PLAN, STATUTE OR OTHERWISE), PENSION BENEFITS, OR SEVERANCE OR TERMINATION PAY, BY OR ON BEHALF OF SERVICE PROVIDER OR ANY OWNER, OFFICER, SHAREHOLDER, PARTNER, MEMBER, PARENT, EMPLOYEE OR SUBCONTRACTOR, CLAIMING AN EMPLOYMENT OR OTHER RELATIONSHIP WITH SERVICE PROVIDER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES AND/OR THE HOME DEPOT.

10.3 The Service Provider hereby agrees that a sum of not less than Ten Dollars and No/Cents ($10.00) of the cost of the first Purchase Order agreed to by the Parties (if any Purchase Orders result from this SPA) shall constitute separate consideration for Service Provider's indemnity obligations. Such amount shall be deemed paid out of the first payment paid by The Home Depot hereunder.

10.4 It is agreed that with respect to any legal limitations resulting from Applicable Laws now or hereafter in effect and affecting the validity and enforceability of the indemnification obligation under Section 10.1 and/or Section 10.2, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring Section 10.1 and/or Section 10.2 into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

10.5 The Service Provider's obligations under Sections 10.1 and 10.2 shall not be limited, waived, or excused by the payment of any damages, benefits, expenses, or compensation under any employee death or disability statute, including worker's compensation, employer's liability, employee benefit, or other such act.

10.6 Right to Assume Defense. With respect to any third party claims for which Indemnitees are entitled to indemnification from Service Provider, Indemnitees reserve the absolute right to assume the defense of any such third party claim, and Indemnitors shall reimburse any and all costs and expenses (including attorney, expert, and consultant fees and legal expenses) incurred thereafter by the Indemnitees. Indemnitees shall have the right to use any funds due Service Provider to pay for the obligations of Service Provider under Section 10.

10.7 Defense of Claims. Service Provider's duty to defend arises immediately upon the presentation of a third party claim to Service Provider. With respect to any third party claim for which indemnification is sought under this Section 10, Indemnitees shall provide prompt written notice of the third party claim to Service Provider; and Service Provider shall provide control of the defense of such third party claim if demanded by Indemnitees and cooperate with the Indemnitees in the defense of such third party claim. Indemnitees have

the right, but not the obligation, to participate as they deem necessary in the handling, adjustment, or defense of any third party claim. Service Provider expressly agrees to do the following in connection with the conduct of the defense of any third party claim:

(a) Inform the Indemnitees in writing about all material information pertaining to a third party claim;

(b) Inform the Indemnitees in writing of the date of any mediation, arbitration, trial, or settlement conference relating to a third party claim as soon as possible after it receives such information;

(c) Choose defense counsel that is reasonably satisfactory to the Indemnitees;

(d) Provide Indemnitees with copies of all discovery requests within five (5) days of Service Provider's receipt of same;

(e) Provide the Indemnitees with copies of all pleadings, discovery responses, settlement proposals and/or any other material documents relating to the third party claim before finalizing or filing to allow the Indemnitees the opportunity to provide comments; and

(f) Inform the indemnitees of the outcome of any mediation, arbitration, motion, trial, settlement, or any other matter from which appeal rights could arise.

10.8 No Settlement Without Consent. Service Provider will not enter into any settlement or compromise of a claim without first obtaining the Indemnitees' prior written consent.

10.9 Indemnification in Addition to Insurance. The presence or absence and/or applicability or non-applicability of Service Provider's insurance coverage does not in any way limit Service Provider's obligation to indemnify, defend, and hold the Indemnitees harmless pursuant to the terms of this Section 10.

10.10 Conflicts of Interest. If counsel retained by the Service Provider has a conflict of interest or such conflict of interest arises in connection with a third party claim, Indemnitees shall be entitled to retain separate counsel, at Service Provider's expense, to defend Indemnitees. Service Provider shall not seek to disqualify counsel due to an alleged conflict of interest where a single counsel represents multiple Indemnitees in connection with a third party claim, and Service Provider hereby waives any alleged conflict of interest allegations relating to same.

11 Insurance.

11.1 Insurance Coverage. Service Provider will procure and maintain at all times (1) commercial general liability, (2) automobile liability, and (3) workers' compensation insurance with coverage amounts on an occurrence basis containing limits of no less than the amounts specified for the Services in the Insurance Requirements Section of the applicable SPRG. This insurance will not include any exceptions and/or exclusions that limit or minimize the coverages for the Services. Products-completed operations endorsements are required. Workers' compensation insurance is required in every state in which Service Provider performs Services. Service Provider shall cause its Subcontractors to provide, pay for, and maintain at all times commercial general liability, automobile liability, and workers compensation insurance with commercially reasonable limits and coverages for their respective scope of Services.

11.2 Additional Insureds, Certificate Holders, and Certificate of Insurance. All insurance furnished by or through Service Provider, except workers' compensation insurance, shall provide defense coverage and additional insured status (through an endorsement to the insured's policy) to Home Depot U.S.A., Inc., THD At-Home Services, Inc., and U.S. Remodelers, Inc., and any other person or entity identified by The Home Depot (the "Additional Insureds") and must contain the following language exactly as provided: "Home Depot U.S.A., Inc., and its parents, affiliates, and subsidiaries are added as additional insureds." Any insurance held by an Additional Insured that applies or may apply to any loss covered by any general liability insurance furnished by or through Service Provider shall be deemed excess or contingent coverage, and not be a basis to reduce any coverage requirements under the SPA to the fullest extent permitted by Service Provider's insurance. Insurance certificates and policy endorsements shall list "Home Depot U.S.A., Inc." as the certificate holder. The certificate of insurance shall indicate the nature and amount of any self-insured retentions or deductibles that may apply to coverage. The Home Depot's receipt of any certificate of insurance, or any failure to confirm or object to any coverage or limits therein, shall not waive, excuse, modify or otherwise accept Service Provider's compliance with the insurance requirements of the SPA.

11.3 Service Provider does not rely upon and The Home Depot does not represent, warrant, or guarantee that the minimum limits or coverages required by the SPA are adequate to protect the Service Provider or its Subcontractors from any or all insurable risks or losses that may occur in connection with the Services.

11.4 Service Provider shall not violate or permit any violations of any conditions or terms of any insurance policy provided by Service Provider.

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11.5 Service Provider shall furnish The Home Depot and Customer with copies of all available insurance policies, endorsements, and supplements within ten (10) days of The Home Depot's request therefore.

11.6 Risk of Loss. As of the Effective Date and continuing throughout the Term, each Party to this SPA will be responsible for risk of physical or actual loss of and damage to any property, equipment, merchandise, or any other items or information in its possession or under its control. As between the Service Provider and Customer, the risk of loss shall not pass to Customer until the Services have been delivered and accepted by Customer. Risk of loss shall revert back to Service Provider upon Customer's rejection of defective or non-conforming Services, even if stored at property owned by Customer.

12 Limitations of Liability.

12.1 LIABILITY FOR ACTUAL DAMAGES ONLY. EXCEPT IN CONNECTION WITH SERVICE PROVIDER'S BREACH OF CONFIDENTIALITY, FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY INDEMNIFICATION OBLIGATION OWED HEREIN BY SERVICE PROVIDER, EACH PARTY HEREBY WAIVES ANY RIGHT TO CLAIM AGAINST THE OTHER PARTY FOR INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST OPPORTUNITIES, LOST PROFITS FROM THIS TRANSACTION OR ANY OTHER TRANSACTION NOT DIRECTLY RELATED TO THIS SPA, OR LOST SAVINGS, ARISING OUT OF OR RELATING TO ACTS OR OMISSIONS UNDER THIS SPA, REGARDLESS OF THE FORM OF ACTION, AND EVEN IF REASONABLY FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 THE HOME DEPOT'S MAXIMUM LIABILITY. THE HOME DEPOT'S MAXIMUM LIABILITY TO SERVICE PROVIDER UNDER THIS SPA (REGARDLESS OF CAUSE OR FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL BE LIMITED TO THE TOTAL UNDISPUTED AMOUNT OWED SERVICE PROVIDER BY THE HOME DEPOT IN PAYMENT FOR SERVICE PROVIDER'S FULFILLMENT OF ITS OBLIGATIONS UNDER THIS SPA. THE HOME DEPOT'S LIABILITY UNDER THIS SPA SHALL TERMINATE ONE (1) YEAR FROM THE OCCURRENCE OF THE EVENT GIVING RISE TO A CLAIM, AND SERVICE PROVIDER AGREES TO BRING ANY TYPE OF CLAIM AGAINST THE HOME DEPOT WITHIN THAT ONE (1) YEAR TIME PERIOD. THE SERVICE PROVIDER HEREBY WAIVES ANY RIGHT UNDER ANY STATUTE OF LIMITATIONS TO BRING ANY CLAIM AFTER SUCH ONE (1) YEAR TIME PERIOD.

12.3 CLAIMS AGAINST THE HOME DEPOT ONLY. SERVICE PROVIDER AGREES THAT ITS SOLE RECOURSE FOR CLAIMS ARISING FROM OR RELATING TO THIS SPA AND/OR ANY TASKS OR PURCHASE ORDERS WILL BE AGAINST ONLY THE HOME DEPOT OR THE HOME DEPOT'S SUCCESSORS AND ASSIGNS. IN NO EVENT WILL THE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CUSTOMERS OF THE HOME DEPOT AND ITS AFFILIATES BE PERSONALLY LIABLE OR BE NAMED AS PARTIES IN ANY ACTION BY SERVICE PROVIDER. SERVICE PROVIDER FURTHER AGREES THAT IT WILL STIPULATE TO A DISMISSAL WITH PREJUDICE OF ANY CLAIMS BROUGHT CONTRARY TO THIS SECTION.

12.4 Third Party Liabilities. Nothing in this Section 12 will be construed to limit a Party's right to recover any damages that such Party is obligated to pay to any third party.

13 Events of Default. The occurrence of any of the following will be deemed an "**Event of Default**":

13.1 Compliance. The failure of Service Provider to: (i) comply with any material term or condition of this SPA; (ii) make payment or reimbursement of funds owed The Home Depot; (iii) cease conduct that The Home Depot deems harmful to its general business interests or public image, even if unrelated to Service Provider's obligations under the SPA; or (iv) complete a Task or Purchase Order, which failure continues in effect or has otherwise not been remedied to The Home Depot's satisfaction within a reasonable time period specified by The Home Depot in its sole discretion.

13.2 Corrections. The failure of Service Provider to (i) correct rejected, defective, or nonconforming workmanship, or (ii) repair or replace defective or nonconforming products or materials sourced, furnished, manufactured, or fabricated by Service Provider, within the time period specified by The Home Depot in its sole discretion.

13.3 Payment to Others. The failure of Service Provider to pay any of its Subcontractors which failure results in the actual or threatened placement of an Encumbrance on or against any property or account of The Home Depot or any Customer.

13.4 Liens. The failure of Service Provider to satisfy, discharge, or release any Encumbrance filed and/or recorded in connection with the Services performed by Service Provider or its employees, agents, or subcontractors, on or against any property of The Home Depot or any Customer within five (5) business days of the date that Service Provider was first made aware of such.

THE HOME DEPOT
MASTER SERVICE PROVIDER AGREEMENT

13.5 Creditors and Bankruptcy. (i) The making by Service Provider of an assignment for the benefit of creditors; (ii) the institution of a judicial proceeding for the reorganization, liquidation, or involuntary dissolution of Service Provider or for its adjudication as bankrupt or insolvent; (iii) the appointment of a receiver, trustee, or liquidator of or for the property of Service Provider whereupon the receiver, trustee, or liquidator is not removed within thirty (30) calendar days of The Home Depot's written request; or (iv) the taking advantage by Service Provider of any debtor relief proceedings, whereby the liabilities or obligations of Service Provider are or are proposed to be reduced or payment thereof deferred.

14 Remedies for Breach or Events of Default.

14.1 Opportunity to Cure. If Service Provider commits an Event of Default, The Home Depot will provide written notice of such and an opportunity to cure. Notice under Sections 13 and 14 may be provided by The Home Depot via email or pursuant to Section 18.12 below. The time period for cure of an Event of Default under any provision of Section 13 shall be the time period specified by The Home Depot in its sole discretion. In the event that The Home Depot does not specify a time period for cure of a breach or Event of Default, Service Provider must cure the breach or Event of Default within thirty (30) calendar days of the date of receipt of written notice from The Home Depot. In the event that a Customer refuses to allow Service Provider an opportunity to cure Services, including without limitation, (a) rejected, defective, or nonconforming workmanship, or (b) defective or nonconforming products or materials, Service Provider waives any opportunity to cure, and The Home Depot may proceed with remedies under Section 14.2.

14.2 Failure to Cure. If Service Provider fails to cure within the applicable cure time period, The Home Depot may exercise one or more of the following remedies without any liability to Service Provider:

(a) Reject, in whole or in part, Service Provider's submission for payment with respect to a Task or Purchase Order under this SPA, or nullify in whole or in part a previously approved submission for payment and receive reimbursement of payments relating to Services that were not cured;

(b) Withhold from any sums due or that thereafter become due Service Provider the amount deemed necessary by The Home Depot to protect The Home Depot from actual or reasonably foreseeable damages resulting from the breach or Event of Default;

(c) Remove Service Provider from any or all Programs, stores, districts, regions, markets, territories, and/or areas until Service Provider is no longer in breach of this SPA or the Event of Default is cured;

(d) Retain a third party to cure the breach or end the Event of Default at Service Provider's sole expense, which expense The Home Depot may offset against any sums due or that thereafter become due Service Provider or otherwise recover from Service Provider; or

(e) Terminate this SPA immediately upon written notice to Service Provider.

14.3 Cure of Remedies. Service Provider's cure of any breach or Event of Default under this SPA must be done in a manner satisfactory to both The Home Depot and the impacted Customer(s).

14.4 Event of Default after Expiration of Term. If an Event of Default occurs after termination or expiration of the Term, The Home Depot is under no obligation to provide an opportunity to cure to Service Provider, and The Home Depot may proceed immediately with one or more of the applicable remedies in Section 14.2 and/or pursue any remedies available at law or equity.

15 Termination.

15.1 Breach or Default. This SPA may be terminated for cause (i.e., for breach or for the occurrence of an Event of Default) by The Home Depot immediately upon expiration of the applicable cure time period, if any. If Service Provider commits the same or a substantially similar breach of this SPA, or if there is an occurrence of the same or a substantially similar Event of Default within six (6) months following the date that Service Provider's cures a previous breach or Event of Default, The Home Depot will have the right to immediately terminate this SPA.

15.2 For Convenience. The Home Depot may terminate all or a portion of this SPA at any time for its own convenience and without cause upon giving written notice to Service Provider. The Home Depot's provision of notice shall state the time period after which the termination becomes effective, and Service Provider agrees to effect termination in accordance with the terms of such notice. If the notice fails to identify a specific time for termination, then termination shall be effective ninety (90) days from the date of giving notice.

15.3 Service Provider's Obligations upon Termination. Upon receipt of The Home Depot's written notice to terminate for convenience or the expiration of the Term of this SPA, Service Provider must:

(a) Complete all or any portion of the Services in accordance with the time frame provided in the notice given by The Home Depot or within ninety (90) days of notice in the event that the notice fails to state a time for completion of the specified Services, unless The Home Depot, in its sole discretion, directs the Service Provider to stop all Services and remove from the Customer's property all Service Provider employees, Subcontractors, tools, and equipment;

(b) Immediately cancel or terminate all applicable Subcontractor agreements at Service Provider's cost, unless The Home Depot, in its sole discretion, provides for additional time to complete Purchase Orders, in which case all such agreements shall be canceled at Service Provider's cost upon completion of the applicable Purchase Orders.

(c) Pay to The Home Depot all sums then due within thirty (30) calendar days after termination or expiration of the SPA;

(d) Pay to The Home Depot any sum that becomes due after termination or expiration of the SPA within thirty (30) calendar days after the date it accrues;

(e) Return to The Home Depot any and all property of The Home Depot, including without limitation any The Home Depot Confidential Information, issued badges, and/or Customer information in Service Provider's possession, control or custody within thirty (30) calendar days after termination or expiration of the SPA;

(f) Stop making any representations of any nature that Service Provider is, or at any time was, in a business relationship with The Home Depot, except as reasonably necessary to fulfill any surviving obligations under this SPA;

(g) Retain business records pertaining to Service Provider's compliance with Applicable Laws for a period of at least six (6) years following the conclusion of this SPA, or the amount of time required by the applicable statutes of limitations and repose for Claims relating to compliance with Applicable Laws that arise following the conclusion this SPA;

(h) Timely satisfy all obligations under this SPA still in effect.

15.4 The Home Depot's Obligations upon Termination. Upon termination or expiration of this SPA for any reason, The Home Depot must:

(a) Pay all undisputed sums due Service Provider that are not otherwise subject to any offset rights provided in this SPA;

(b) Return to Service Provider any and all property of Service Provider in The Home Depot's possession or control within thirty (30) calendar days after termination or expiration of the SPA.

15.5 Retainage. Notwithstanding the obligations set forth herein, The Home Depot may withhold any payments due Service Provider for ninety (90) calendar days after termination to offset any amounts which are due or may become due from Service Provider to The Home Depot.

16 Title and Risk of Loss.

Service Provider warrants that title to any materials, services, goods, equipment or other items that comprise any part of the Services (the "**Materials**") shall pass from Service Provider to Customer free and clear of any lien, claim or encumbrance upon the earlier of (1) The Home Depot's partial or full payment to Service Provider for such Materials; or (2) delivery of the Materials to Customer's location. Notwithstanding the foregoing, risk of loss shall not pass from Service Provider to Customer until such Materials are delivered and accepted by Customer. Shipment shall be F.O.B. Service Provider's delivery location, unless otherwise noted in the Order. Risk of loss shall revert back to Service Provider upon Customer's rejection of defective or non-conforming Materials, even if stored at Customer's designated delivery location.

17 Dispute Resolution.

17.1 Non-Binding Mediation. All disputes arising out of or relating to this SPA shall be initially subject to non-binding mediation to be administered by a mediation agency selected by mutual agreement of the parties, unless such condition is waived in writing by The Home Depot. The Parties will have ten (10) calendar days in which to agree mutually upon a professional mediator. If the Party that receives the request for mediation is not agreeable to pursuing mediation as a means of resolving the dispute, or if the Parties cannot agree upon a professional mediator, or if mediation fails to result in a resolution of the dispute, then any Party may elect to proceed with litigation or arbitration as provided in Section 17.2 below. The mediation will, unless otherwise agreed in writing by the Parties, be held in Atlanta, Georgia, and it will be conducted over a period of time not to exceed two (2) business days. The Parties will share equally the costs of any such mediation.

17.2 Litigation or Arbitration. If disputes are not resolved by mediation, they shall be decided by litigation in either the Superior Court of Cobb County, Georgia, or the United States District Court for the Northern District of Georgia, Atlanta Division. Service Provider hereby consents to the exclusive jurisdiction of these courts. In lieu of litigation, either Service Provider or The Home Depot may elect to have the dispute

resolved through binding arbitration to be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Rules applicable to the resolution of commercial disputes then in effect. The locale for the arbitration will be Atlanta, Georgia. The arbitrator(s) shall decide each dispute based upon the evidence presented and the Applicable Laws. The arbitrator(s) shall issue a written decision, setting out each specific finding of fact and conclusion of law relevant to their decision on each dispute. The award rendered by the arbitrator(s) is final, and judgment may be entered upon it in accordance with Applicable Law in any court of competent jurisdiction. The Parties will share equally the costs of any arbitration.

17.3 If either Service Provider or The Home Depot fails to comply with the other's election of arbitration in lieu of litigation, the non-compliant Party shall be liable to the electing party for all expenses incurred as a result of such failure, including, but not limited to, attorneys' fees incurred preparing and filing responsive pleading(s), responding to discovery, and obtaining an order compelling compliance with the election.

17.4 Third Party Actions. Sections 17.1, 17.2, and 17.3 shall not apply if either Party asserts a claim for contribution or indemnification against the other in relation to a litigation or arbitration brought by a third party, who neither consents to nor has an obligation to consent to either mediate or arbitrate such litigation, or to consolidate such mediation or arbitration with a mediation or arbitration between The Home Depot and Service Provider.

17.5 Attorneys' Fees. If a Party prevails in any legal or equitable action against the other Party, the other Party will pay the prevailing Party's costs and expenses, including reasonable attorneys' fees. The prevailing Party shall be the Party whose last written offer of settlement is closest to the actual judgment reached by the arbitrator or the court after a decision is made on the underlying action.

17.6 WAIVER OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTIONS. SERVICE PROVIDER AND THE HOME DEPOT HEREBY WAIVE ANY RIGHT FOR ANY DISPUTE ARISING OUT OF, OR RELATING TO THIS SPA OR ITS BREACH, INCLUDING ANY AND ALL STATUTORY CLAIMS AND CLAIMS REGARDING THE RELATIONSHIP BETWEEN SERVICE PROVIDER AND THE HOME DEPOT, TO BE BROUGHT, DECIDED, OR ARBITRATED AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. THE ARBITRATOR IS WITHOUT AUTHORITY OR JURISDICTION TO ARBITRATE ANY SUCH DISPUTE AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION OR TO COMBINE MORE THAN ONE INDIVIDUAL'S CLAIM OR CLAIMS INTO A SINGLE CASE. SERVICE PROVIDER AND THE HOME DEPOT FURTHER WAIVE ANY RIGHT TO PARTICIPATE IN OR RECEIVE MONEY OR ANY OTHER RELIEF FROM ANY CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING PERTAINING TO, ARISING OUT OF, OR RELATING TO THIS SPA.

18 Miscellaneous.

18.1 The Home Depot Affiliates. All rights and obligations granted under this SPA to The Home Depot will extend to The Home Depot's affiliates, which currently exist or are later acquired that (i) control, (ii) are controlled by, or (iii) are under common control with The Home Depot ("**Affiliates**"). An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership or voting securities, by contract, or otherwise.

18.2 Pro Xtra Program Enrollment. Service Provider acknowledges and agrees that this SPA includes automatic enrollment in The Home Depot's Pro Xtra Program, which provides potential rewards and recognition to Service Provider as a professional customer of The Home Depot. Service Provider agrees to the Pro Xtra Program rules, which The Home Depot may modify from time to time, in its own discretion without prior notice, and are available at www.homedepot.com/proloyalty. The Pro Xtra Program rules govern Service Provider's participation in the Pro Xtra Program and are not incorporated herein and do not affect any of the terms of this SPA. The terms of this SPA likewise do not alter the Pro Xtra Program rules.

18.3 Promotions. The Home Depot may desire and shall have the right to implement storewide or targeted promotions or purchase incentives relating to the Services at its sole and absolute discretion.

18.4 Assignment; Change of Ownership or Control. Service Provider may not assign, subcontract, transfer, pledge, sublicense, or encumber this SPA or any interest under this SPA without The Home Depot's prior written consent, which shall be provided at The Home Depot's sole discretion. Any assignment by Service Provider without the prior written consent of The Home Depot will be null and void. The Home Depot may assign or transfer this SPA to a parent, subsidiary, or affiliate of The Home Depot upon ten (10) business days' notice to Service Provider. Any permitted assignment will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

18.5 Waiver. No provision of this SPA may be waived unless in writing, signed by the waiving Party. The failure of a Party to exercise any of its rights, remedies, or options under this SPA, or the failure of a Party to insist upon another Party's compliance with any provision of this SPA, will not constitute a waiver of any Party's right to demand compliance. No action or course of dealing of the Parties at variance with the terms

and conditions of this SPA will constitute any waiver of a Party's right to demand exact compliance with the terms of this SPA.

18.6 Amendments. With the exception of modifications to the SPRG, which Service Provider expressly agrees may be updated by The Home Depot pursuant to Section 3.7, This SPA may be amended, modified, or supplemented only if The Home Depot's SPA Amendment form, or an amendment form approved in writing by The Home Depot's counsel, is executed by all Parties. Any Tasks or Purchase Orders issued may be amended only in accordance with Section 1.4.

18.7 Penalties. Service Provider acknowledges that The Home Depot may enforce and pay any penalties charged or assessed against Service Provider by any licensing board, or any other governmental or quasi-governmental agency, in connection with the Services provided by Service Provider. Further, The Home Depot has the right to enforce and deduct from any funds due or that become due Service Provider the sum of any penalties imposed for violations of Service Provider's obligations under this SPA, as specified in more detail in the SPRG. The Home Depot may withhold payments owed or issue a chargeback to Service Provider to collect reimbursement.

18.8 Further Assurances. Each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary, appropriate, or desirable to give effect to this SPA and to carry out its provisions.

18.9 Severability. The invalidity or unenforceability of any provision or any portion of any provision of this SPA does not impair the validity or enforceability of any other provision or the remaining portions of any such provision. Section headings are for reference purposes only and do not affect in any way the meaning or interpretation of this SPA.

18.10 Books and Records; Audits. Service Provider must maintain its books and records in accordance with commercially reasonable business standards. The Home Depot or its designated agent(s) may during the Term and for a period of three (3) years following the termination or expiration of this SPA, audit during normal business hours with our without advance notice all books and records of Service Provider that are of direct relevance to Service Provider's fulfillment of its obligations under this SPA. Service Provider's authorized representative(s) or designated agent(s) may be present during such audit.

18.11 Cumulative Remedies. Except as otherwise expressly limited or provided herein, all rights, privileges, and remedies conferred under this SPA upon the Parties will be cumulative and are in addition to any rights, powers, privileges, and remedies available to the Parties by statute or otherwise at law or in equity.

18.12 Notices. Unless specified otherwise herein, any notices or other communication required to be in writing under this SPA must be (1) personally delivered; (2) sent by certified mail, postage prepaid; or (3) delivered by overnight courier, to the other Party unless otherwise provided herein. Notices are deemed to be served and given upon receipt. Notice to Service Provider shall be provided via email pursuant to Sections 13 and 14 above or at the address listed on the first page of this SPA, unless such address is changed in writing through an executed amendment. Notice to The Home Depot shall be provided as follows:

If to Home Depot U.S.A., Inc.:

Home Depot U.S.A., Inc.
Attn: Services Operations – Compliance Manager
2690 Cumberland Parkway, 3rd Floor
Atlanta, GA 30339

If to THD At-Home Services, Inc.:

THD At-Home Services, Inc.
Attn: Services Operations – Compliance Manager
2690 Cumberland Parkway, 3rd Floor
Atlanta, GA 30339

If to U.S. Remodelers, Inc.:

U.S. Remodelers, Inc.
Attn: Services Operations – Compliance Manager
2690 Cumberland Parkway, 3rd Floor
Atlanta, GA 30339

In each instance with a copy to:

Home Depot U.S.A., Inc.

THE HOME DEPOT
MASTER SERVICE PROVIDER AGREEMENT

Attn: Assistant General Counsel - Services
2455 Paces Ferry Road NW, C-20
Atlanta, GA 30339

18.13 Survival. Upon termination or expiration of this SPA, all provisions continue in effect as to disputed matters until fully resolved, as well as all provisions that by their nature continue and survive termination or expiration of this SPA, including without limitation, Service Provider's indemnity and warranty obligations under this SPA and the following Sections: 1.4, 1.5, 2.2, 3.1, 3.2, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.16, 5.4, 5.5, 6.1, 7.1, 7.2, 7.3, 7.5, 7.6, 7.7, 8, 9, 10, 11.1, 11.2, 11.4, 11.5, 11.6, 12, 13.1, 13.2, 13.3, 13.4, 14.2, 14.4, 15.3, 15.4, 15.5, 16, 17, 18.5, 18.7, 18.9, 18.12, 18.13, and 18.7.

18.14 Force Majeure. No Party will be in breach of this SPA if performance of its obligations or attempts to cure any breach or end an Event of Default are delayed or prevented by reason of any act of nature, fire, natural disaster, failure of electrical power systems, or any other act or condition beyond the reasonable control of the Party affected ("**Event of Force Majeure**"), provided that the affected Party makes commercially reasonable efforts to avoid or eliminate the causes of its nonperformance and continues performance immediately after such causes are eliminated. Notwithstanding this Section, any delay that exceeds sixty (60) calendar days will entitle the Party whose performance is not affected by the relevant Event of Force Majeure to terminate this SPA upon not less than thirty (30) calendar days advance written notice to the other Party.

18.15 Entire Agreement. This SPA, which also includes Exhibit A, the SPRG, and any contemporaneously and subsequently executed amendments, constitutes the entire agreement and understanding between the Parties and merges and supersedes any and all prior oral or written discussions, negotiations, agreements, and understandings related hereto. Any previous negotiations, agreements, or representations that have been made or relied upon that are not expressly set forth will have no force or effect. Notwithstanding the foregoing, the parties' most recent Exhibit A/pricing agreement, program description, current store and/or market assignments, and service level agreement shall survive execution of this SPA.

18.16 Counterparts. This SPA may be executed in one or more counterparts and by facsimile, electronic mail, or by electronic means, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

18.17 Choice of Law. This SPA shall be governed and interpreted in accordance with the laws of the State of Georgia, which shall govern any disputes arising out of or relating to the SPA. The Parties acknowledge that this SPA evidences a transaction involving interstate commerce. Thus, notwithstanding the foregoing choice of law provision, the Parties agree that the Federal Arbitration Act will govern the interpretation and enforcement of the arbitration provisions of this SPA and any forum selection clauses relating thereto.

18.18 Other Provisions. Except where the context requires otherwise, whenever used, the singular includes the plural, the plural includes the singular, the word "or" means "and/or," and the term "including" or "includes" means "including without limitation," and without limiting the generality of any description preceding that term. When this SPA refers to a number of days, unless otherwise specified as business days, that reference is to calendar days. The wording of this SPA shall be deemed wording mutually chosen by the parties, and no rule of strict construction shall be applied against either Party.

(Signatures on following page)

THE HOME DEPOT
MASTER SERVICE PROVIDER AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this SPA by their duly authorized representatives and hereby acknowledge and agree that:

a. This SPA consists of these terms and conditions, Exhibit A, and the Service Provider Reference Guide ("SPRG"), all of which are incorporated herein;
b. Each Party has fully read, understands, and agrees to all terms contained in this SPA;
c. Service Provider has fully read, understands, and will comply with The Home Depot's Mold, Asbestos and Lead Paint policies as contained in the SPRG; and
d. The person executing this SPA on behalf of each Party is fully authorized to sign for and bind their respective Party to this SPA.

Service Provider

Aegean Stoneworks Inc. DBA
Company Name Olympic Stone

By: _____
Service Provider Authorized Representative

Adriana Callas
Printed Name

Title: president

Date: 2/6/18
The Effective Date

Service Provider Co-Signer (If Applicable)[1]

By: _____

_____
Printed Name

Date: _____

Home Depot U.S.A., Inc.

By: _____

Aaron Bimham
Printed Name

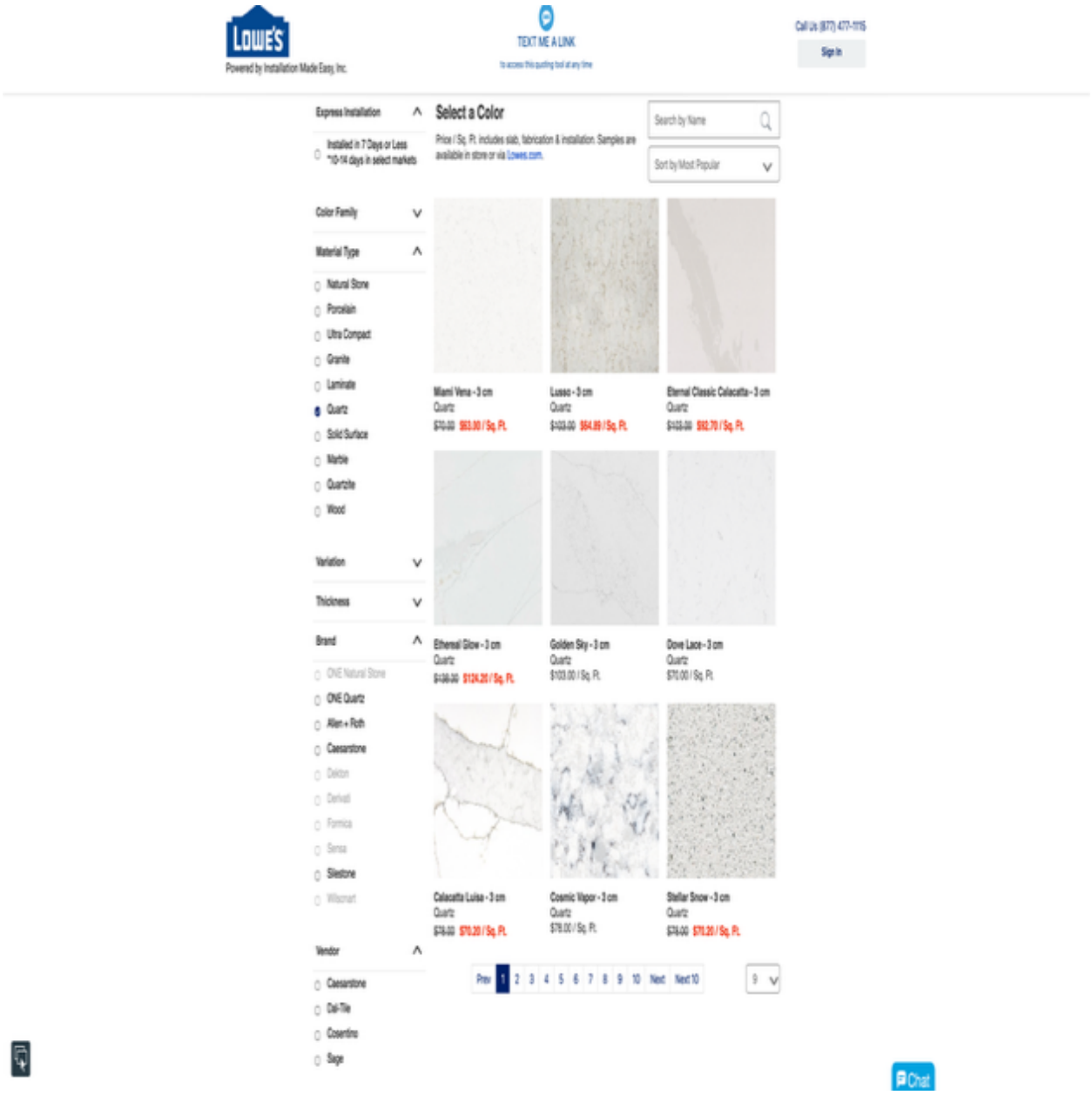
Title: MVP

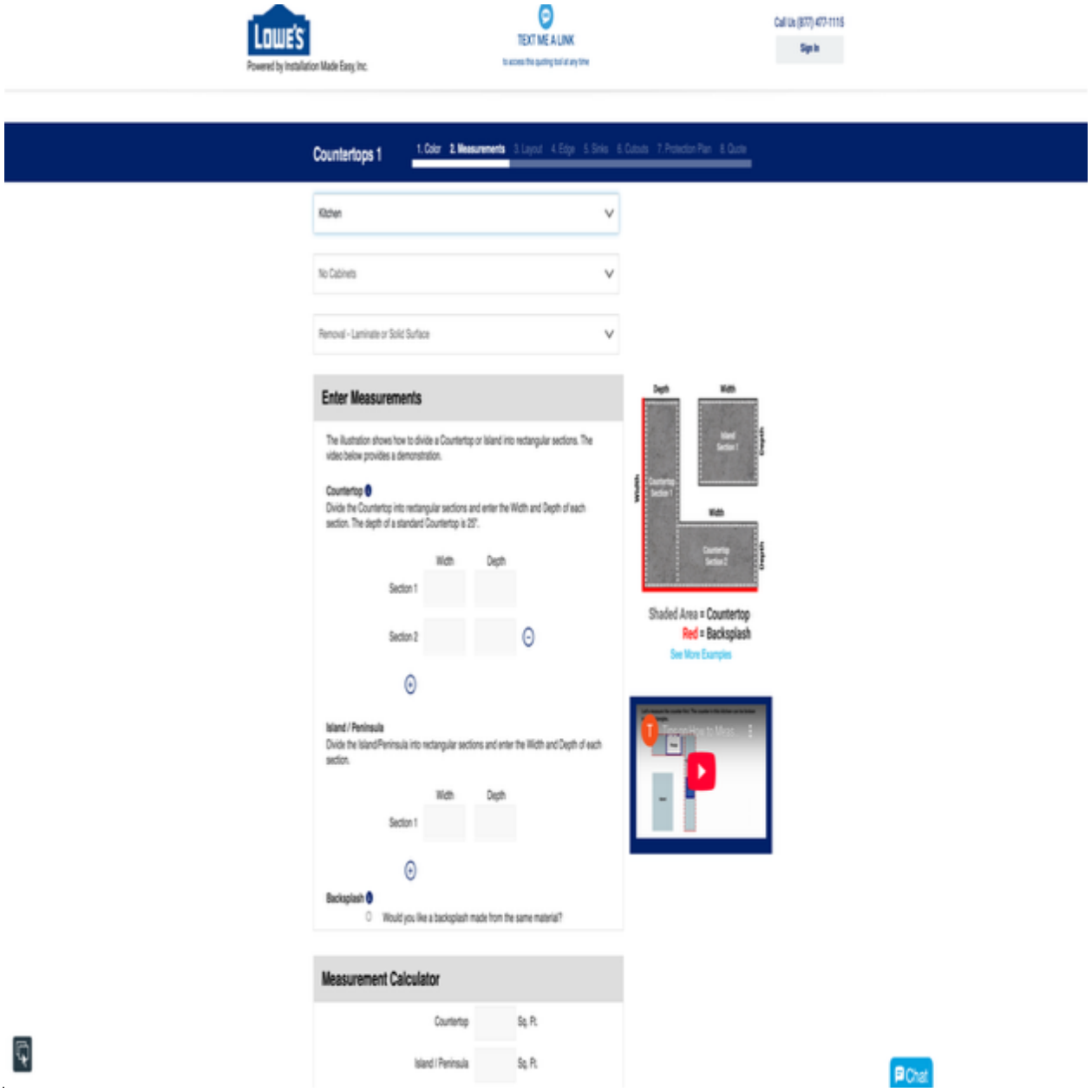
Date: 3/19/18

[1] If Service Provider is a privately or closely held corporation, sole proprietorship, general or limited partnership, limited liability corporation, professional corporation, cooperative, or similar entity, or otherwise, The Home Depot may, at its sole discretion, require any natural person who is a principal or authorized representative of such entity, and whose signature appears on this signature page as "Service Provider Co-Signer," to be deemed a principal of Service Provider under this SPA. Any person signing as Service Provider Co-Signer shall act as a guarantor with respect to Service Provider's obligations under the SPA. The Home Depot shall be afforded the same rights and remedies and enjoy the same limitations of liability with respect to any Service Provider Co-Signer as with respect to the Service Provider under this SPA.

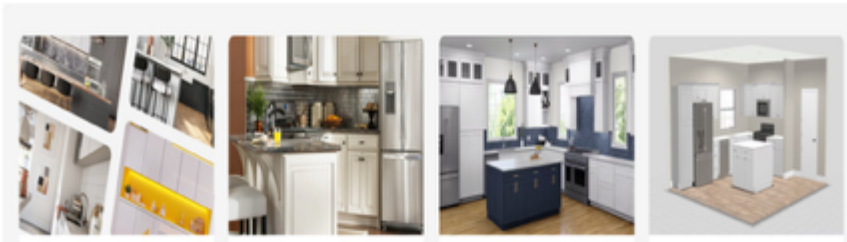
Lowe’s

Lowe’s website reflects the quartz countertop brands currently offered through its national program. The retailer markets and sells Silestone, Daltile One Quartz, Caesarstone, along with its private-label brand Allen + Roth, which is manufactured by HanStone.




LOWE'S
Powered by Installation Made Easy, Inc.
TEXT ME A LINK
Call Us (877) 477-1116
Sign In
Countertops 1
1. Color 2. Measurements 3. Layout 4. Edge 5. Sinks 6. Cutouts 7. Protection Plan 8. Quote
Kitchen
No Cabinets
Removal - Laminate or Solid Surface
Enter Measurements
The illustration shows how to divide a Countertop or Island into rectangular sections. The video below provides a demonstration.
Countertop
Divide the Countertop into rectangular sections and enter the Width and Depth of each section. The depth of a standard Countertop is 25".
Width
Depth
Section 1
Section 2
Island / Peninsula
Divide the Island/Peninsula into rectangular sections and enter the Width and Depth of each section.
Width
Depth
Section 1
Backsplash
Would you like a backsplash made from the same material?
Depth
Width
Width
Shaded Area = Countertop
Red = Backsplash
See More Examples
Measurement Calculator
Countertop
Sq. Ft.
Island / Peninsula
Sq. Ft.
Chat

Explore Lowe's Kitchen Design Tools

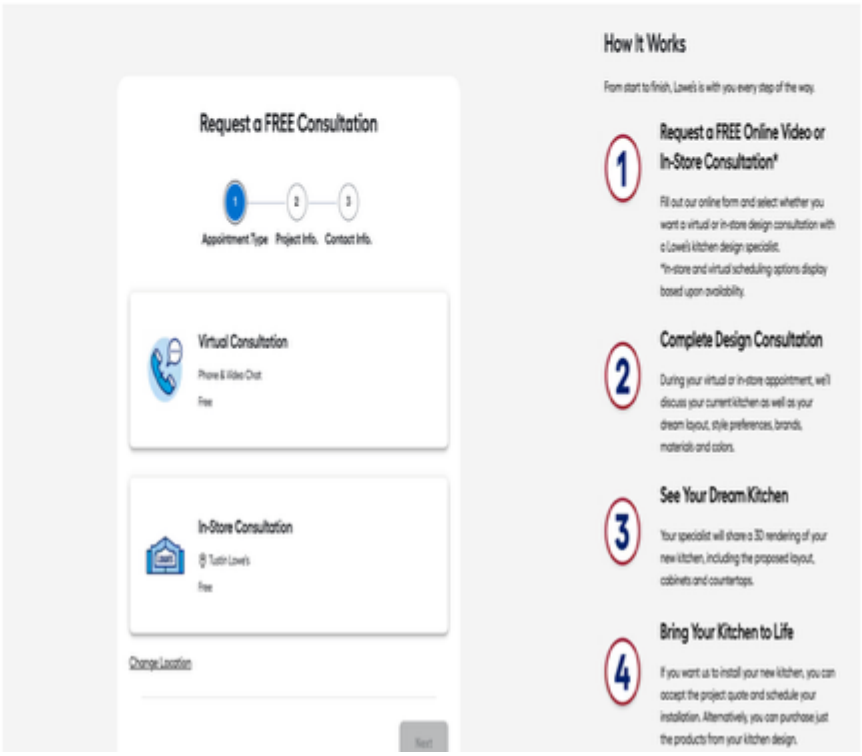


Kitchen Style Quiz
What's your kitchen style? Find out with our quiz.
Start Quiz

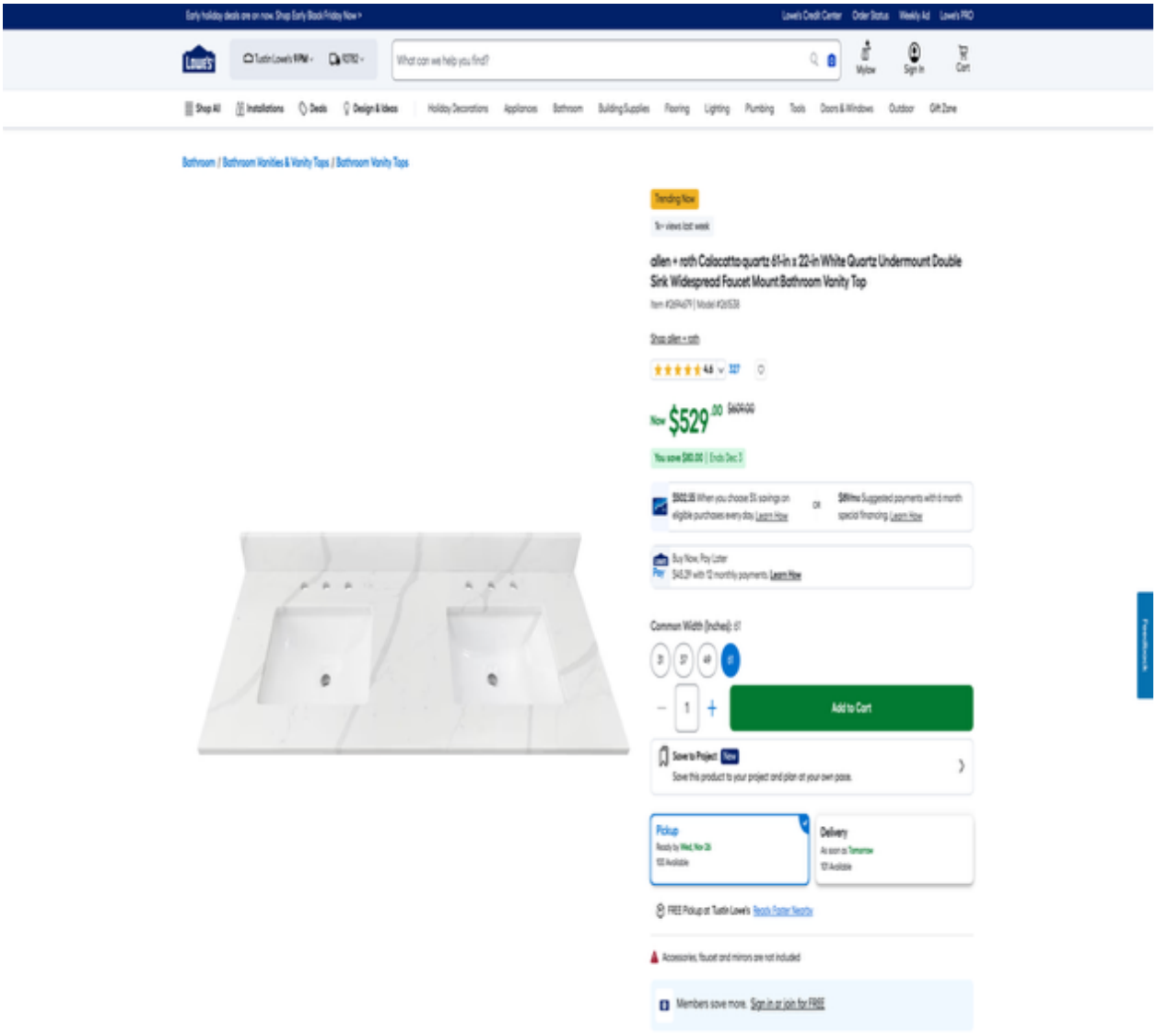
Kitchen Estimator
Get an idea of cost so you can stay on budget.
Get an Estimate

Kitchen Visualizer
Start with a design plan to get all the details in order.
Use Visualizer

3D Kitchen Planner
Build your own design and see what your space could look like.
Get Started



Lowe's also sells pre-fabricated quartz countertops that are available for will-call pickup or delivery. These "pre-fabs" are separate from the retailer's custom countertop program and do not include professional installation services. In my experience, it is uncommon for pre-fabricated countertops to be installed without modification. The slabs and backsplashes frequently require cutting to fit the specific dimensions of the customer's space, and many installations require additional edge detailing, particularly when a countertop is not fully enclosed by walls. Consequently, pre-fabricated products often necessitate on-site fabrication work that can generate significant respirable crystalline silica.



silestone®
Designed by COSENTINO

SENSA
by COSENTINO®

DEKTON®
designed by COSENTINO

LOWE'S®

Cosentino Lowe's Program
Fabricator Handbook

Revised November 2022

Introduction & Purpose

C&C North America, Inc. (Cosentino) and Lowe's Companies (Lowe's) are in a partnership to offer Sensa Granite, Silestone Natural Quartz and Dekton Ultra-Compact Surface at all Lowe's locations nationwide.

This handbook outlines program details, Fabricator/Installer (Fabricator) for Lowe's responsibilities, Cosentino responsibilities and overall Sensa, Silestone and Dekton Lowe's program elements.

This handbook is intended to prepare the Fabricator for program launch and to serve as a resource tool for future reference. It is expected that all Fabricator personnel involved in the Cosentino Lowe's program (Owner, GM, in-house customer service rep., outside sales rep., etc.) has reviewed the details within and use this handbook for future reference.

This handbook is divided into 2 sections:

1.Installation Guide and Installer Expectations

- This section outlines pre-install, install and post-installation expectations as set forth by both Lowe's and Cosentino
- The content within this section is to serve as a "manual for success for the Fabricator" and to support installation and customer service excellence for each Cosentino Lowe's installation

2.Program Details For Fabricator Account Service

- This section outlines overall Cosentino Lowe's program details and Fabricator expectations for program management

Cosentino (C&C North America) Lowe's Vendor number 85564

silestone® Designed by COSENTINO

SENSA by COSENTINO®

DEKTON® designed by COSENTINO

Cosentino Lowe's National Accounts Team- Service



MICHAEL FIELD

National Fabrication Director / Regional Fabrication Manager - Midwest

317-666-0787 cell | michaelf@cosentino.com

- National point of contact for Lowe's Corporate regarding service
- Cosentino Lowe's Fabricator Management – Central USA
- Illinois, Indiana, Ohio, Michigan, Wisconsin, Kentucky
- Cosentino National Accounts contact for Lowe's Fabricator and Lowe's District Manager of In-home Services (DMIS)
- New Fabricator hire and any other related items to fabricator program management



Harris Boshak

Fabricator Regional Manager – Northeast

516-698-5650 cell | harrisb@cosentino.com

- Cosentino Lowe's Fabricator Management – Northeast
- Virginia, Maryland, Delaware, DC, New Jersey, Pennsylvania, New York, Connecticut, Massachusetts, Rhode Island, New Hampshire, Vermont, Maine, West VA, Eastern Ohio, Atlanta GA
- Cosentino National Accounts contact for Lowe's Fabricator and Lowe's District Manager of In-home Services (DMIS)
- New Fabricator hire and any other related items to fabricator program management



KELLY SCHARTNER

Fabricator Regional Manager – Southeast

727-310-9564 cell | kellysc@cosentino.com

- Cosentino Lowe's Fabricator Management – Southeast
- Florida, Georgia, Alabama, Mississippi, Tennessee, South Carolina, North Carolina, Louisiana
- Cosentino National Accounts contact for Lowe's Fabricator and Lowe's District Manager of In-home Services (DMIS)
- New Fabricator hire and any other related items to fabricator program management



Devyn Cope

Fabricator Regional Manager – Central

713-259-9055 cell | dcope@cosentino.com

- Cosentino Lowe's Fabricator Management – Central USA
- Texas, Arkansas, Oklahoma, Kansas, Iowa, Nebraska, Missouri, Minnesota, Colorado, New Mexico, South Dakota, North Dakota, Arizona
- Cosentino National Accounts contact for Lowe's Fabricator and Lowe's District Manager of In-home Services (DMIS)
- New Fabricator hire and any other related items to fabricator program management



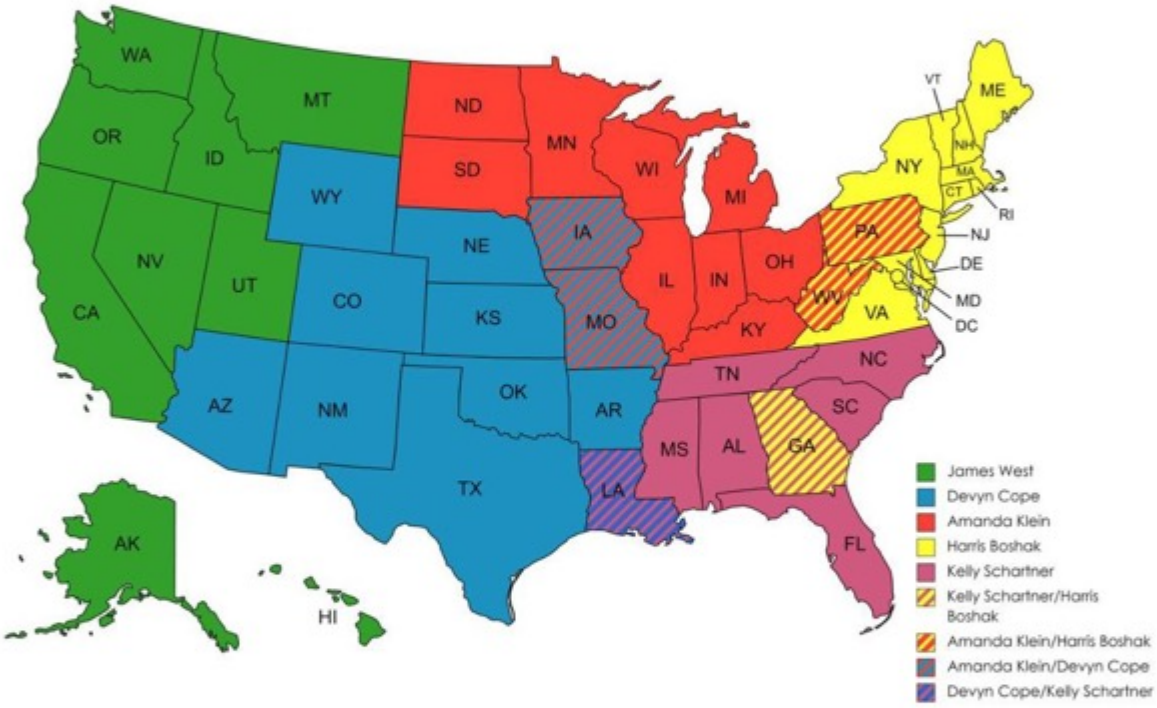
JAMES WEST

Fabricator Regional Manager – West Coast

801-654-8993 cell | jwest@cosentino.com

- Cosentino Lowe's Fabricator Management – West Coast USA
- California, Nevada, Utah,, Oregon, Washington, Idaho, Montana, Wyoming, Hawaii, Alaska
- Cosentino National Accounts contact for Lowe's Fabricator and Lowe's District Manager of In-home Services (DMIS)
- New Fabricator hire and any other related items to fabricator program management

Cosentino Lowe's National Accounts Team- Map of Service Areas



Created with mapchart.net

Cosentino Lowe's National Accounts Team
Merchandising and Pricing



Michael Alvino
National Account Manger Lowe's
202-536-9150 cell | malvino@cosentino.com
Merchandising and Pricing
- 1st contact for Lowe's Corporate regarding in-store merchandising, marketing projects, pricing, and promotions.
- Systems and processes lead for the National Accounts systems such as Job Tracker.

National Accounts Project Coordinator
786-877-5125 office | _____cell | _____@cosentino.com
- Lowe's Spend Management, selling wall sample and brochure re-ordering questions
- Coordinator of in-store vignette displays
- Reset/Retail Touch project execution
- In-store program display management

Customer Service Team

866-268-6837 office Lowesfabs@cosentino.com

Cosentino Lowe's program customer service
- Customer service and resolution for both store and Fabricator
- Cosentino Job Tracker Fabricator training
- Vendor debit program manager



Guillermo Hisas
Customer Service Manager
Email: ghisas@cosentino.com

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Section 1
Installation Guide & Installer Expectations

Background Screening and Checks

Before Cosentino can assign any work, the Fabricator must be registered, and background checked through the Lowe's background screening vendor **First Advantage®** . This applies to both W-2 or 1099 Fabricator employees who will be on a Lowe's job site for any reason including, but not limited to:

-Measurers/Templaters
-Installers
-Measurers/Templaters Assistants or Helpers
-Sales Representative
-Fabricator/Installer Owner

All Fabricator representatives that will visit the customer's home must be background checked and always have their Lowe's Installer badge visible. This includes sub contractors, sales representatives, installer assistants/helpers, etc.

Lowe's and Cosentino are partnered with **First Advantage®** for the background screening process. See the following page for the contractor screening process details.

Typical lead times for a background check decision/approval are made approximately 7-14 days after applicant submittal. A principal owner must be background checked first followed by any workers. **Workers will not be allowed to perform any measures or installations without first having completed the background check process with a 'compliant' status.**

Lowe's will periodically perform job site inspections to ensure that all workers at the job site are compliant with the Lowe's background screening policy.

All workers present on the job site will be asked to furnish a valid state issued ID with picture (for verification purposes) and a Lowe's Installer ID badge.

Non-compliance with the background check policy will result in immediate termination of your Cosentino Lowe's agreement.

Contact First Advantage for all questions (**1-866-237-2135**). Your Lowe's District Manager of In-home Services will be able to help answer questions as well.

Background Screening and Checks (cont.)

Be mindful of the following as you begin the background check screening process:

1. All personnel being screened must disclose any misdemeanors or felonies in the self-reported convictions box. **Disclosing does not necessarily result in a failed background check. However, not disclosing will most certainly result in a failed background check,** should First Advantage find any activity not expunged. If an applicant is found "non-compliant" they will have to wait 6 months before reapplying.

2. Background checks can sometimes take up to 2 weeks to complete. First Advantage may need to reach out to the individual to collect additional detail in order to complete the background check.

3. The final decision is not up for dispute but feel free to reach out to your Cosentino Regional Fabricator Manager or your District Manager of In-home Services if you are for certain there are no charges on the applicant's background.

4. Every applicant that gets denied will get a letter in the mail which will provide the reason for denial.

5. **Background checks expire every 2 years**

6. First Advantage Registration Fee $99.00
   - Each installer background check requires a **$21.72** payment via credit card. This fee is set by **First Advantage®**.

7. Once submitted the person will be placed in the 'applicant' status. If approved the person will be moved to the 'compliant' status. The person is approved to measure/template/install a Cosentino Lowe's job once the person is 'compliant.'

8. Please note that if you are a sub-contractor for Lowe's currently and have approved badges under a different vendor. Lowe's can transfer badges for a flat fee of $99. New badges must be ordered by completing sample below and emailing it to XTDForceCustomerCare@fadv.com Subject: Copy Request

Candidate /Individual Name	SSN (last 4 only)	Individual ID	FROM Account	TO Account

First Advantage® Website: https://ca.fadv.com/CA/ccnorthamerica

First Advantage® Customer and Technical Support 1-866-237-2135

Lowe's Installation Program Contacts

District Manager of In-home Services

- The **District Manager of In-home Services (DMIS)** manages the relationship between Lowe's and installers. The Fabricator may have more than one DMIS for the stores they service.

- The DMIS is the most important Lowe's installation program contact for the Fabricator. Having a close, open and trusting relationship with the DMIS is very important for the Fabricator for a successful Cosentino-Fabricator-Lowe's partnership.

- Please contact your Cosentino Regional Fabricator Manager if you do not know who your DMIS is or if you do not have their contact information. It is the Fabricators responsibility to communicate directly with their DMIS(s) on a regular basis and to ensure they are on the DMIS(s) email distribution list for installers.

Lowe's designers sell countertop products based on confidence. "Confidence" includes product knowledge, installation knowledge and fabricator trust.

The below outlines your most important Lowe's contacts:

1. ***Cabinet Specialist (Kitchen & Bath Designer)*** – Lowe's Associate that sells the countertop project.
2. ***Installation Support Team (IST)*** – 1-877-505-4923 The Installation Support Team manages the individual projects that are sold from each store and acts as the first point of contact once Fabricator receives an order. Fabricator may also contact the Cabinet Specialist that sold the job if necessary.
3. ***Merchandise Service Team (MST)*** – the MST Team will execute all reset and merchandise updates. It is important to know the MST team, and/or Leadership MST for each store as this person(s) can help with ordering selling wall samples, brochures and daily store maintenance.
4. **Department Supervisor** – Can help with training and can help sell a job when Designers are out.
5. **Specialty Assistant Store Manager (SASM)** – Important to build a relationship with. The SASM is the most involved Store Manger in the kitchen department. They can help with training, issue resolution and driving sales..
6. ***Store Manager*** – It's important that the Fabricator has a healthy relationship with the Store Mngr. This is one of the most influential and vital relationship to have in the store as they lead those you partner with daily.
7. IME – "Fabricator" IME service team 866.382.1950
   - "Customer" IME service team 877-477-1115

Lowe's Installer Apparel - Expectations and How To Order

If you would like, Fabricator measurers, installers and helpers can wear "Lowe's Installation Services" apparel when on the job site.

Additionally, it is expected that all job site workers be neatly dressed, hair trimmed, neatly groomed with Lowe's Installation Services shirt tucked in. Pants or shorts should be clean and free of holes.

Job site workers cannot wear any Lowe's competitor apparel or use any Lowe's competitor labeled tools (ex., Home Depot bucket).

Shirts, sweaters, hats, etc. can be purchased from a Lowe's Installation Services website.

To Purchase Lowe's Installer Apparel:

Step #1 - Go to this website:
https://www.loweszonestore.com/Store/Account/Logon/INSTALLER

Step #2 – Click "Register"

Step #3 – Fill-out all the required information; Use the Cosentino Vendor number (85564) for the "Lowes Installer Number" field

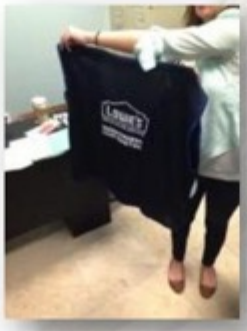
Step #4 – Place an order and shipping address

Step #5 – Input your credit card information

Step #6 – Confirm order









Lowe's Customer Service Score Process & Expectations

Cosentino and Lowe's will measure the Fabricator's installation service standards of excellence using 3 metrics:

1. Lowe's Top Box service scores
2. Cosentino's text-to-customer surveys
3. Job production time-in-phase (TIP)

The below section reviews the Lowe's Top Box service metric

Three questions will be asked. The 3 questions asked are:

1. *Based on your recent experience with Lowe's Installation Service,* ***how likely would you be to recommend*** *Lowe's to a friend or family member for their home improvement needs?*
   (1 = Not at all likely; 10 = Extremely Likely)
2. *How satisfied were you with the installer's* ***professionalism****?*
   (1 = Not at all likely; 10 = Extremely likely)
3. *How satisfied were you with the installer's* ***craftsmanship****, meaning skill or workmanship of the installer?*
   (1 = Not at all likely; 10 = Extremely likely)

Likelihood To Recommend (LTR)

- Average LTR Top Box Percentage: (The most important survey question Lowe' s will ask).
- Please note this is on a **10-point** scale. If we receive a 9 or 10, we pass with a 100% score. If we receive a 1-8, we fail with a 0% score.
- We need to monitor LTR (Please request a weekly report from your DMIS) and work with stores that have low LTR scores.
  - This question isn't just about us as an installer, but the entire process from initial sale to completed install. Expectation setting is a key driver to this metric.
- This question, is the ONE universal question Lowe's asks in their surveys on any installation or product sold.

C&P (Craftsmanship and Professionalism)

Lowe's Top Box service scoring also uses 2 key installation performance metrics:

1. Average Craftsmanship Top Box Percentage
2. Average Professionalism Top Box Percentage
   - The customer will be asked to rate their countertop installation experience on a 10-point scale (1 = Completely Unsatisfied; 10 = Completely Satisfied).
   - If we receive a 9 or 10, we pass with a 100% score. If we receive a 1-8, we fail with a 0% score.

Lowe's Customer Service Score Process & Expectations

Survey Process

- The survey process is conducted by a Lowe's call center (not the store) or by email, soon to be transferring to a text survey.
- Top Box scores are the #1 metric by your Lowe's DMIS for installer "in-the-field" excellence.

How Lowe's Measures 'Top Box' Percentages:

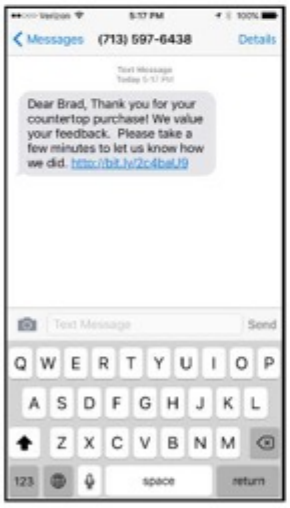
- The Fabricator will be given a "Top Box" score for LTR and C&P Craftsmanship
- Top Box scores are a percentage of scores that were scored a 9-10.
- Surveys scored 1-8 are scored 0%.
- The Top Box Percentage Expectation is 90%
- Example - if the Fabricators craftsmanship Top Box score is 95.3% then that means 95.3% of the Fabricators craftsmanship Top Box scores were scored a 9 or 10. The minimum acceptable average Top Box score is 90%.
- This means that at least 90% of the Fabricators customer service scores for both Professionalism and Craftsmanship must be scored a 9 or 10.
- The Lowe's Top Box score percentage is the ultimate indicator of installation excellence by Lowe's.

Lowe's Customer Service Score Process & Expectations

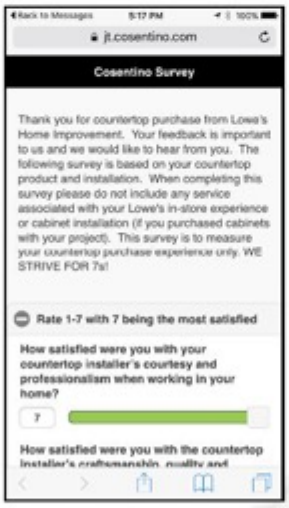
Cosentino's Text-to-Customer Surveys

- Text-to-customer survey is a post-install survey that Cosentino sends directly to customer via text message
- Cosentino will report the survey results to the Fabricator via Cosentino Job Tracker
- Any job that has been scored a 5 or less will be immediately emailed to the Fabricator
- All scores will be sent at the end of the week via a weekly report (from Job Tracker)
- Reports are available 24-7 at Cosentino Job Tracker via the 'text-to-customer survey' report in the 'Reports' tab
- It is expected that the Cosentino Fabricator use the reports on a weekly and bi-monthly basis

Text that is sent to customer



Survey



TEXT TO CUSTOMER SURVEY QUESTIONS:

1. How satisfied were you with your countertop installer's courtesy and professionalism when working in your home?
2. How satisfied were you with the countertop installer's craftsmanship, quality and workmanship of the countertop project in your home.
3. How satisfied were you with the countertop installer's communication when working with you on the project at both the measure and installation stage?
4. Based on the service that you received for your countertop project would you use Lowe's installation service again?
5. What suggestions could you provide in order to help us improve and better serve our customers in the future?

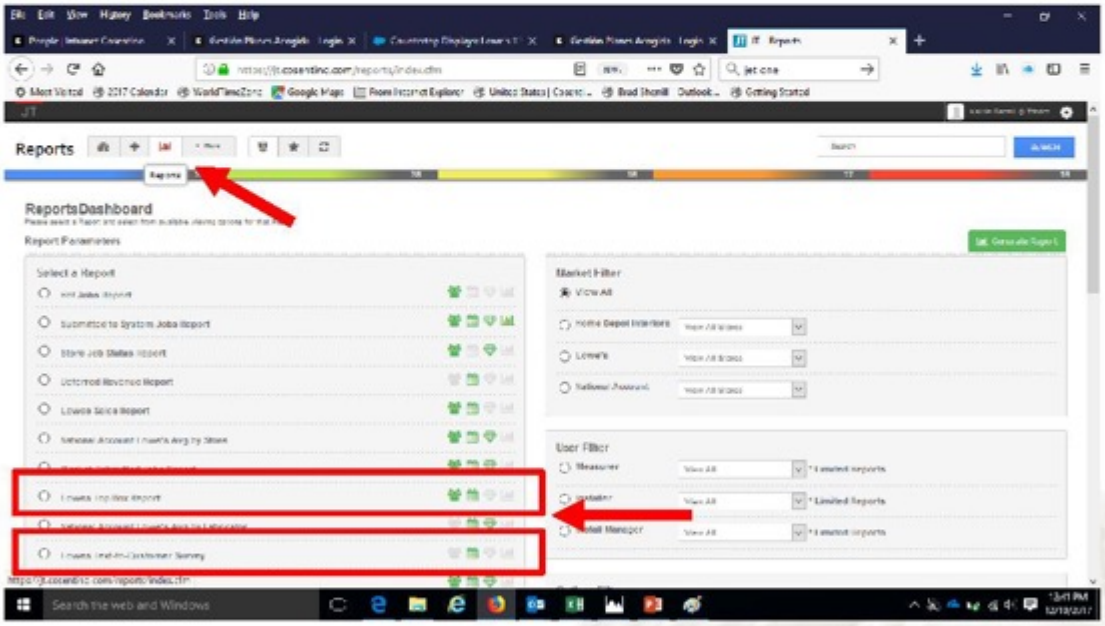
Lowe's Customer Service Score Process & Expectations

Customer Service Scores and Reports

Cosentino provides the Fabricator's Cosentino Text survey results to the Fabricator. The Fabricator can also receive Lowe's Top Box service scores from their District Manager of In-home Services (DMIS)

Customer Text survey scores are accessible 24-7 at the Cosentino Job Tracker website.

Contact your Cosentino Regional Fabricator Manager for more information and/or questions on how to pull customer service reports from the Cosentino Job Tracker website.



Customer Expectation Sheets

All Lowe's countertop programs use a "Lowe's Customer Countertop Expectation Sheet" which is a document used to prepare the Lowe's customer for the countertop measure and installation. This document is part of the store's selling process and is a document available on LowesNet (Lowe's intranet). It is expected that the Lowe's Associate review this document with each order/customer.

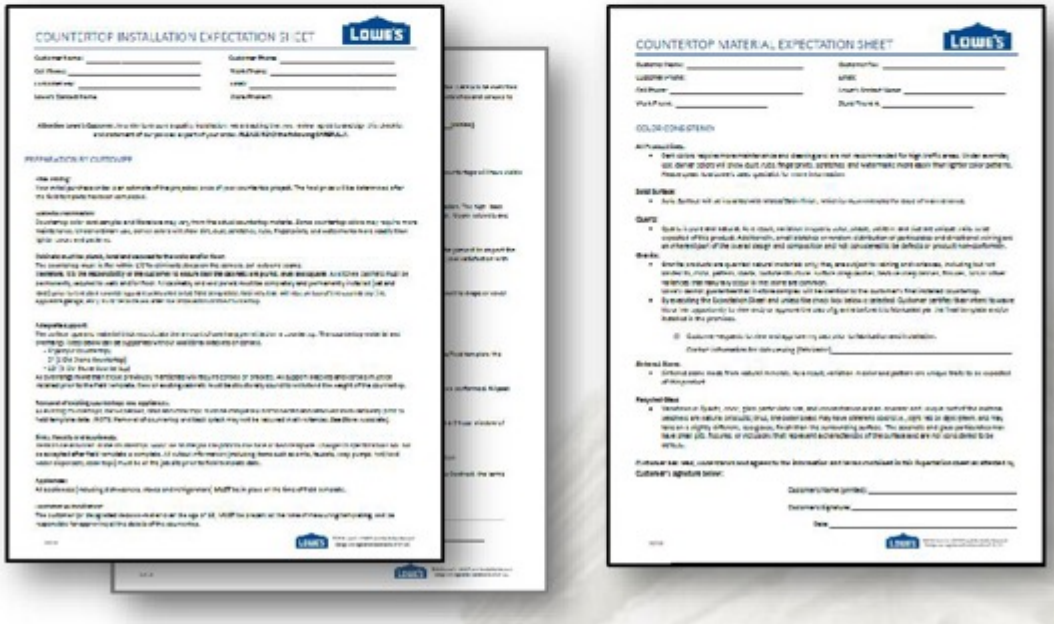
It is expected that the Lowe's Associates review this document with the customer. The store is to keep a signed copy of the expectation sheet with the job file.

Important: Lowe's uses this not as a binding contract, but rather to educate the customer

The Fabricator is required to review the program expectation sheet with each customer at point of measure/template.

Your Cosentino Regional Fabricator Manager can provide a PDF of the Lowe's Countertop Expectation Sheet to the Fabricator. Note that this document is a Lowe's produced document and only this document should be used by the Cosentino Lowe's Fabricator.

Example Lowe's Customer Counter Installation & Material Expectation Sheets:



Cosentino Lowe's Program Installation Documents

These 3 documents must be reviewed and delivered to the customer at every Cosentino Lowe' s installation.

All but the 'leave behind brochure' can be printed from Job Tracker using the 'print install documents' button within Job Tracker once setting the install date.

1.Lowe' s "Your Feedback Matters" form
- Printed from Cosentino Job Tracker

2. STOP = Top Rated
- Printed from Cosentino Job Tracker

3.Product Warranty Document
- Printed from Cosentino Job Tracker



Lowe's Your Feedback Matters form (updated version is 1-10 score)



STOP = Top Rated



Product Warranty Document

Fabricator will print these install documents from Job Tracker and give to customer at install

Unannounced Job Site Inspections

Job site inspections are done by the District Manager of installed sales (DMIS). These inspections can occur at any time.

The purpose of these inspections are to monitor how the installer is representing Lowe's, to provide support for the installer and the customer, and to further Lowe's brand recognition.

The elements that are looked at during a job site inspection include installer appearance, job site cleanliness and safety, tool readiness, vehicle parking, and background validation of all workers.

Some of the specific questions are as follows:

- Did the installer and crew wear Lowe's shirts and/or hats?
- Is the installer's apparel clean and free of holes?
- Has the installer parked their vehicle appropriately, including placement of an oil shield?
- Does the installer have a copy of the contract paperwork?
- For areas under the installer's control, is the installer keeping job completion on schedule?
- Has the installer taken the precaution to minimize dust both in work area and rooms not in work area?
- Is the installer equipped with the appropriate tools for the installation?
- Did the installer remove all installation-related debris?
- Did the installer explain the labor warranty to the customer?

When on the jobsite, the DMIS will ask all workers for identification. This is to verify that they have gone through the background check process. If any worker is not compliant with this process, the principal will be contacted to attempt to validate the individual and **fines may be assessed.**

First offense is a warning
Second offense is a fine
Third offense is immediate removal from the Lowes program

The use of unauthorized individuals will result in termination of the Installer's agreement with Cosentino and Lowe's.

The DMIS will not make craftsmanship related comments in front of the customer, however if they do have a question, they will ask for a sidebar discussion or inform you that they will contact you at a later time. Your DMIS will be in contact with you if there are any elements of these inspections that fall short of expectations.

Section 2
Program Details For Fabricator Account Service

Cosentino Spain

Cosentino's rich tradition began over 80 years ago where the Cosentino family began operations in the natural stone industry in the marble quarries of Almeria, Spain. Seventy years later, with the advent of the natural quartz industry into the American market, operations now extend to 14 quarries from Europe to Latin America.

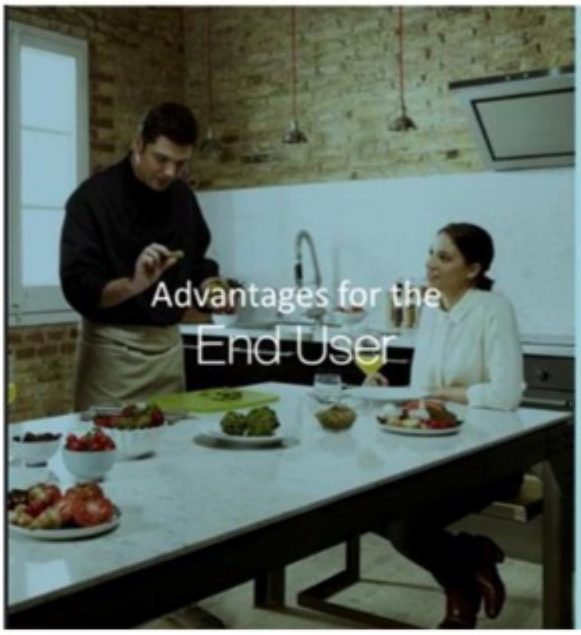
Cosentino S.A. is a global natural stone manufacturer based in Macael, Spain. Cosentino S.A. employees almost 6,000 people through quarries, manufacturing workshops and warehouses worldwide.

Cosentino is the largest manufacturer of natural quartz surfaces in the world with over 14 Silestone production lines and 3 Dekton. All Silestone Natural Quartz and Dekton Ultra Compact Surfacing is manufactured at the Cosentino factory in Macael.

Cosentino World Headquarters and Factory
Macael, Spain



Cosentino Spain



HYBRIQ

More sustainable.
Min. 20% recycled materials.
We incorporate sustainability as an intrinsic part of Silestone® with HybriQ+. We strengthen our commitment to the environment as a key territory of the product and the brand.

More beauty.
Premium Minerals selection
We choose mixtures of different minerals thinking specifically about color, achieving effects, tones and finishes never seen before.

The performance of Silestone.
Same performance and behavior
The durability, resistance and properties of Silestone and of course its 25-year warranty remain intact.

Our Inspiring Journey to Sustainability 2021 COSENTINO

Environmental

We understand that nature and the environment are natural, everlasting resources, so we need to prioritize its protection and responsible use.

In House Production	**100%** Certified Renewable Electricity in our Industrial Park	**Solar Park** One of the largest in Europe, capable of generating 15% of our consumption
Circular Economy	**CoMA** We are the only company in our sector with its own waste treatment and recovery plant.	**+13%** Solid waste valorization
Decarbonization	**Carbon Footprint** We measure our direct and indirect Carbon Footprint	**-6.6%** Reduction of our footprint compared to 2018, expressed in tn CO_2/tn product

99%
Recycled Water Consumption and Zero Discharge. We treat and recycle the water we use in our industrial processes.

1/3
of production contains recycled or reused material (+3M m^3)

First Carbon Neutral Surface in its category

First Carbon Neutral series in its category

Social

We promote social development looking for cohesion between communities and cultures to reach satisfaction in quality of life, health and education.

People
5.425 people
76 nationalities
20,7% women in management positions

Society
Eduardo Justo Foundation - Training the leaders of tomorrow
205 scholarships granted
+1M € Donations to communities

Planet
10.101 Trees planted in the last year
care

Governance

We ensure economic growth through an ethical, transparent and responsible management that generates equal wealth.

ISO 20400
First company in the world to obtain the Sustainable Procurement Management System Certification

ESG
We monitor, externally verify and publish our ESG indicators

25 Year Warranty Dekton

25 year warranty Silestone

21

Cosentino Brazil

Approximately 84% of all Sensa materials are manufactured and processed from block at Cosentino's Latina Vitoria Brazil factory.

Each Sensa Granite slab is carefully quarried by Cosentino and its partners using state-of-the-art equipment to provide the highest quality stone.

Every Sensa Granite slab has the SenGuard technology applied in Cosentino's modern fabrication facility in Latina Vitoria Brazil.



Cosentino Latina Vitoria, Brazil



Cosentino North America

- North American headquarters located in Coral Gables, FL
  - Address: 355 Alhambra Circle Suite 1000 Coral Gables, FL 33134
  - Phone: (786) 686-5060
- The only natural stone manufacturer invested in national fabrication
- Natural Stone Institute (NSI) member

COSENTINO CENTERS (51)

Anaheim Center	Orlando Center
Atlanta Center	Ottawa Center
Austin Center	Panama City Center
Boise Center	Philadelphia Center
Boston Center	Phoenix Center
Calgary Center	Pittsburgh Center
Charlotte Center	Portland Center
Chicago Center	Puerto Rico Center
Cincinnati Center	Quebec Center
Dallas Center	Raleigh Center
Denver Center	Rochester Center
Detroit Center	Sacramento Center
Fort Lauderdale Center	Salt Lake City
Hampton - Virtual Center	San Diego Center
Hawaii Center	San Francisco Center
Houston Center	Savannah Center
Kansas City Center	Seattle Center
Las Vegas Center	Spokane Center
Long Island Center	St. Louis Center
Los Angeles Center	Tampa Center
Milwaukee Center	Toronto North Center
Minneapolis Center	Toronto South Center
Nashville Center	Vancouver Center
New Jersey Center	Washington DC Center
New Orleans Center	Winnipeg Center
Oklahoma Center	

COSENTINO CITY CENTERS (8)

Atlanta City Center
Chicago City Center
Los Angeles City Center
Manhattan City Center
Miami City Center
Montreal City Center
San Francisco City Center
Toronto City Center

COSENTINO HUBS (4)

Houston
Norfolk
Savanna
West Coast – Vacaville CA

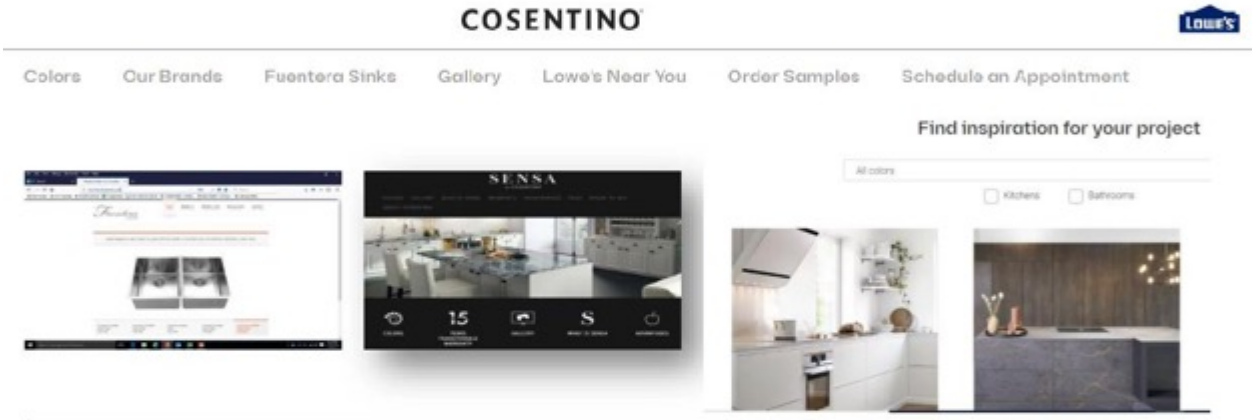
Cosentino Lowe's Program Websites

Product Website – Dekton, Sensa Granite, Silestone and Fuentera Sinks

The Cosentino Lowe's program has a website that contains valuable tools for the Lowe's Associate and Consumer to use. The Fabricator should be very familiar with this website and use it for product referencing and education.

The Cosentino Lowe's website is Lowe's specific, and it features such information as available colors, gallery of pictures, sample order request and Lowe's store locator.

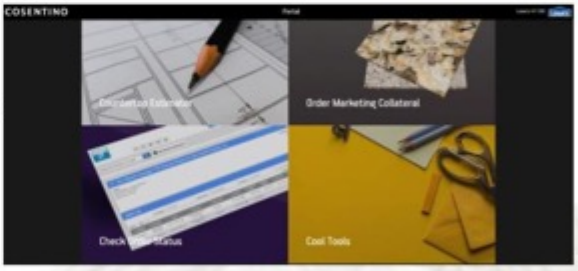
Website addresses: https://lowes.cosentino.com



Cosentino Designer Resource Website

This website is to be used by the Lowe's Designers to access:

- **Project Estimator** – Design Visualizer
- **Order Marketing Collateral** – Silestone store samples
- **Check Order Status** – access Job Tracker
- **Cool Tools** – resources, video's, newsletters and more



Website address: https://portal.Cosentino.com

Cosentino Job Tracker

The Fabricator will use Cosentino Job Tracker to receive all Lowe's Cosentino orders and to keep all measure and install information up-to-date. Further details are included in this guide.

Website address: https://jt.Cosentino.com

Cosentino Lowe's Programs

Cosentino WE Platform

Cosentino WE Platform is Cosentino's customer relationship management web portal. This website provides Cosentino the ability to better communicate with all customers including Fabricators.



Fabricators will use the Cosentino WE Platform to:

- Process warranty claims
- Process in-store vignette display credits
- Maintain in-store vignette display photo library
- Manually create warranty claims when needed
- Real time inventory
- Order material

The Fabricator's Cosentino Account Manager will provide the Fabricator with WE Platform training. Please contact your local Cosentino Account Manager for any WE Platform questions.

Website address: **https://cosentino.com/usa**

Lowe's Program IMS (Installation Management System)

- Lowe's in store and IST office portal, used to manage the job from the time it was sold through its completion.
- The fabricator will not have access, nor is expected to login or update IMS
- There is an API connection between Job Tracker and IMS that will automatically update the information
  - Exception (Notes entered into JT or IMS)

Lowe's Online Ordering System: IME (Installation Made Easy)

- Lowe's 3rd party to facilitate online orders either placed in store or by consumer online.
- The fabricator will not have access, nor is expected to login or update IME
- There is an API connection between Job Tracker and IME that will automatically update the information
  - Including notes entered into JT or IME

Sensa Granite with SenGuard

Sensa Granite comes with SenGuard stain protection already applied to the slab during the slab production process.

What is SenGuard?
SenGuard is a proprietary stone treatment that is used to protect Sensa Granite from staining.

SenGuard is not a sealer and bonds to the Granite surface different than traditional sealers. The SenGuard treatment, unlike common sealers, allows the stone to breathe, enters the stone lattice and anchors to it while preserving the stone's natural, beautiful color for years to come.

When will the Fabricator apply SenGuard?
The Fabricator will apply SenGuard during the fabrication process to all edges, cutouts and hole drill-outs. SenGuard should be graciously applied to these areas at the fabrication shop in a well-ventilated area. SenGuard may be applied at the job/work site, however proper ventilation is required.

Only SenGuard can be used on Sensa Granite. SenGuard is to be purchased from your Cosentino Center.

Please contact either Cosentino Regional Fabricator Manager or Cosentino Center General Manager for all SenGuard purchase and application questions.

Lowe's Cosentino Job Time-In-Phase & Fabricator Expectations

Time-in-phase (TIP) (or also referenced as 'cycle times') is the measurement of time a Cosentino product installation takes from Lowe's order submittal to installation.

Cosentino and Lowe's measures different stages of TIP and will regularly report the Fabricators' TIP during each quarter. The Fabricator's TIP measurements are also available 24-7 at the Cosentino Job Tracker website.

The purpose of this section to clearly define the Cosentino Lowe's program TIP expectations and to list each TIP metric. Please contact your Cosentino Regional Fabricator Manager for further information or questions.

Action	Timeline
Contact customer	Within 1 business day of receiving order
Measure job	Within 4 business days of receiving order (or when customer is ready)
Communicate post-measure details back to store (Fabricator faxes back to store)	Within 2 business days of measure/template
Install job	Within 10 business days of measure, slab selection material delivery or final Lowe's Purchase Order (whichever comes last)
Work Order	Contact customer within 24 hours, resolution within 5-7 business days

Square Foot Pricing, Minimums and Price Quoting

Lowe's and Cosentino set a square foot price for each category group within each program. The "per square foot price" includes certain items that must always be provided by the Fabricator.

The Cosentino Lowe's program per square foot price includes:

- Material
- Template over existing countertops
- Fabrication and installation
- Standard eased edge (2cm and/or 3cm depending on market), bevel and half bullnose and bullnose
- 1 standard top mount unfinished cutout (can be either sink or cooktop cutout)
- 4 faucet holes
- Radius corners up to ¾"
- Caulking at backsplash or at where countertop meets wall **when applicable**
- Mileage of 20-mile radius from the store
- 1 year installation warranty
- Any job sold that meets the minimum requirements

Please contact you Regional Fabricator Manager if you have any questions regarding the items that are included in the square foot price.

25 Square Foot Minimum For All Orders

- There is a 25 square foot (sqft) minimum for all orders
- The 25 sqft minimum includes the waste aggregate
- Fabricator can trump the 25 sqft rule and accept an order less than 25 sqft but cannot increase the required minimum amount
- The 25 sqft minimum can include multiple colors

Project & Price Quoting

- Any 'pre-sold' job, that has been sold with at least 25 sqft, is locked into the sqft pricing as sold. This includes any promotional pricing. **No expiration date.**
- Any 'measure-first' job (ex. where store sells the $109 line item, for Fabricator to measure job to create quote) the quote is good for 30 days from PO date, if a color is picked at time of detail purchase. If the 'measure-first' quote '30 day' time expiration is before any promotion end date, the Designer should sell the 25sqft minimum before the promo end date to 'lock-in' customer to promo pricing.

Program Pricing

All program pricing will be shared with the Fabricator prior to program launch and during the on boarding process. Program pricing will be provided in excel format.

It is recommended that the Fabricator use the pricing, as shared during the on boarding process (or after), for any internal price worksheets that are created (for internal Fabricator use).

Program Pricing on Cosentino Job Tracker

Cosentino Job Tracker (JT) will include all program pricing and will also include the deduction for the Cosentino Direct fee..

JT includes the "every day" program pricing. When there is a promotion, Job Tracker will make the needed price adjustments/edits when inputting post-template information. This will ensure the correct pricing is uploaded in Lowe's system after the template (by the Fabricator).

The Cosentino Account Manager or Distributor will provide Cosentino material pricing. Please contact your Cosentino Regional Fabricator Manager for any program pricing questions.

Promotions

- As expected, promotions play an important role in the Cosentino Lowe's program.
- In most cases Cosentino will provide an additional material discounts in support of promotions
- The Fabricator must follow the program material order process in order to get any promotion material discounts from Cosentino
- In order to receive any promotion material discounts, the Fabricator must supply the Lowe's qualifying PO to the Cosentino Center/Distributor when placing the material order
- Promotional discounts on material are separate discounts that will be added after the fabricator's standard Lowe's material discount is applied.
- The promotional discount will only apply if ordered from the center within 2 weeks after the promotion period ends.

Selling A Non-Core Color

The Lowe's program consist of 'core' colors which are sold at all Lowe's stores nationwide. From time-to-time, a customer may end up choosing a color outside of the 'core' color options during their visit to a Cosentino Center. In most cases, this occurs when the Lowe's customer visits the Cosentino Center to view/select a color they selected in-store but found a different color during their visit.

The Cosentino Lowe's program supports selling non-core colors when needed so long as the material was selected at a Cosentino Center or provided by Cosentino (if selected at Fabricator). The below outlines the process if the customer selects a non-core color.

Instructions for processing a non-core color:

1. Customer selects an alternative color while at the Cosentino Center. The Cosentino Center will inform the Fabricator of the customer's selection and cost of selected material.

2. After receiving customer material selection information from Cosentino, the Fabricator will enter the new material color information, along with any other line items (sink details, edging, etc.), into Job Tracker. The Fabricator will prepare the 'post-measure' details in Job Tracker and then it will be uploaded into Lowe's system.

3. The store will then sell the non-core color under the 'Basic Labor' sku and route the order through ISST.
   The Designer should follow these steps:
   a) Use the Sensa, Silestone or Dekton 'Basic Labor' item
   b) In ISST enter the countertop square footage total and non-core color name
   c) Enter any other countertop project details (Ex. edge profile, sink option, etc.)
   d) Close-out order and sell job
4. Warranty registration must be done manually in WE Platform.
5. If Commodity Cosentino Granite color, fabricator must seal with Sengaurd.and honor the warranty

Cosentino will receive the new/revised purchase order via Job Tracker as a 'lump sum' order. The new ISST contract will be emailed/faxed to the Fabricator.

Invoicing Cosentino & Fabricator Payment Process

Processing & Submitting For Payment

For Fabricator payment, the following items must be included with each invoice in Cosentino Job Tracker:

1. Fabricator Invoice*
2. Customer signed correct Certificate of Completion (COC), based on how order is placed, IME and traditional sales avenues.

The Fabricator will receive additional invoicing details during Job Tracker training.

Fabricator Payments

Cosentino is committed to a healthy payment schedule to the Lowe's Fabricator partner. Fabricator payments are executed within 30 days of Fabricator invoice approval on Cosentino Job Tracker. Please note the 30-day count does not start until the Fabricator's invoice has been approved by Cosentino Accounting. Approval comes after all required documents are provided in Job Tracker and submitted to Cosentino. Cosentino Accounting will approve all invoice submittals within 24 business hours unless it is denied due to incorrect documentation or any outstanding invoices over 30 days (displays included) .

Cosentino offers an ACH direct payment program that provides electronic payments transfers to a Fabricator-selected banking institution. It is recommended that the Fabricator opt-in to this program to ensure timely payments.

Please contact Polyana Rodrigues for additional information on the Cosentino ACH Direct Payment Program.

Cosentino ACH Direct Payment Program Contact:
Polyana Rodrigues
polyanar@cosentino.com
786-686-5106

If the Fabricator is not set-up with ACH direct payment, then payments will be mailed using USPS.

Lowe's Order Process Overview

1.In store

a) Designer may or may not use 20-20 (in-store cabinet and countertop software), if they do the order will include a drawing.
b) Designer creates a customer contract in a system called "ISST" (Installed Sales Selling Tool)
c) Lowe's electronically submits the order to Cosentino and the Fabricator via API into Job Tracker
d) Fabricator will receive the Purchase Order (PO), drawing and ISST contract

2. **Online orders**

a) Designer, any store associate or consumer can initiate the order
b) Deposit is paid at time of order online via IME Portal
c) All communications are now between customer/IME and fabricator

The Fabricator will receive an email order alert from the Cosentino Job Tracker website once Cosentino has received the order from Lowe's. The Fabricator will use Cosentino Job Tracker to:

- Retrieve job details such as Purchase Order and drawing (if available)
- Record the measure date
- Record all job notes
- Receive add-on or refund/re-bill POs
- Record install date
- Invoice Cosentino

After Template:

- The Fabricator will enter all post-template details into Cosentino Job Tracker
- All Fabricator post-measure communication will be added to the store's IMS portal or IME Portal using the API connection with the Cosentino Job Tracker system (exception is Notes).
- The Fabricator must include the following post-measure information:
  - Cost breakout based on template vs original done by line item (taken from Job Tracker)
  - Template drawing (to help explain the job or any cost difference)
  - Any additional job details based on template

Measure Details

Although Lowe's requires most stores to sell "pre-sold" jobs (jobs that are sold based off quotes), from time to time the Fabricator will be asked to perform a "job detail measure" as part of the installation program at Lowe's.

Job details measures are part of the countertop program at Lowe's when the customer cannot perform their own measure for quoting purposes.

The Fabricator will get paid for performing a job measure detail regardless if customer purchases final countertop project. The national rate for a job detail measure is $102.68. This is a national rate set by Lowe's. All measure details will be processed through Cosentino Job Tracker for payment.

You will need to provide the measure details information back to the store within 24 business hours once you have executed the job detail measure.

"Over/Under Rule" For Quoting Purposes

The "over/under rule" is set at over $200 and under $50 in Job Tracker, if a job falls within this range, you will be able to apply the override and move forward with the job. If the difference is greater than $50, we ask you obtain confirmation from the store to move forward.

The purpose of an "over/under rule" is to ensure that jobs, with a minimal square foot difference between the store quote and actual Fabricator measure/template, are moved into fabrication as quickly as possible.

Please contact Michael Field or your Regional Fabricator Manager if you have additional questions regarding the "over/under rule" expectation.

Work Orders and Service Call Request

From time to time, you will receive notification from Job Tracker regarding a 'work order'. It is extremely important that fabricators treat these work orders with priority and as a 2nd chance to satisfy the Customer.

The Fabricator will have 24 hours to contact customer and 5-7 days for resolution

Work Order Process

1. IST or the Lowe's store creates a work order
2. Fabricator receives email notification from Job Tracker of work order
3. Fabricator clicks the link in the email to review the work order in Job Tracker
4. Fabricator contacts Customer to schedule
5. Technician addresses work order and has Customer sign work order COC/takes pictures of final project
6. Fabricator uploads signed work order COC in Job Tracker and contacts IST to have the work order closed out

You can always request pictures of areas in question from the Customer to evaluate if a site visit is necessary or if you need to Partner with your FRM or Cosentino Account Manager.

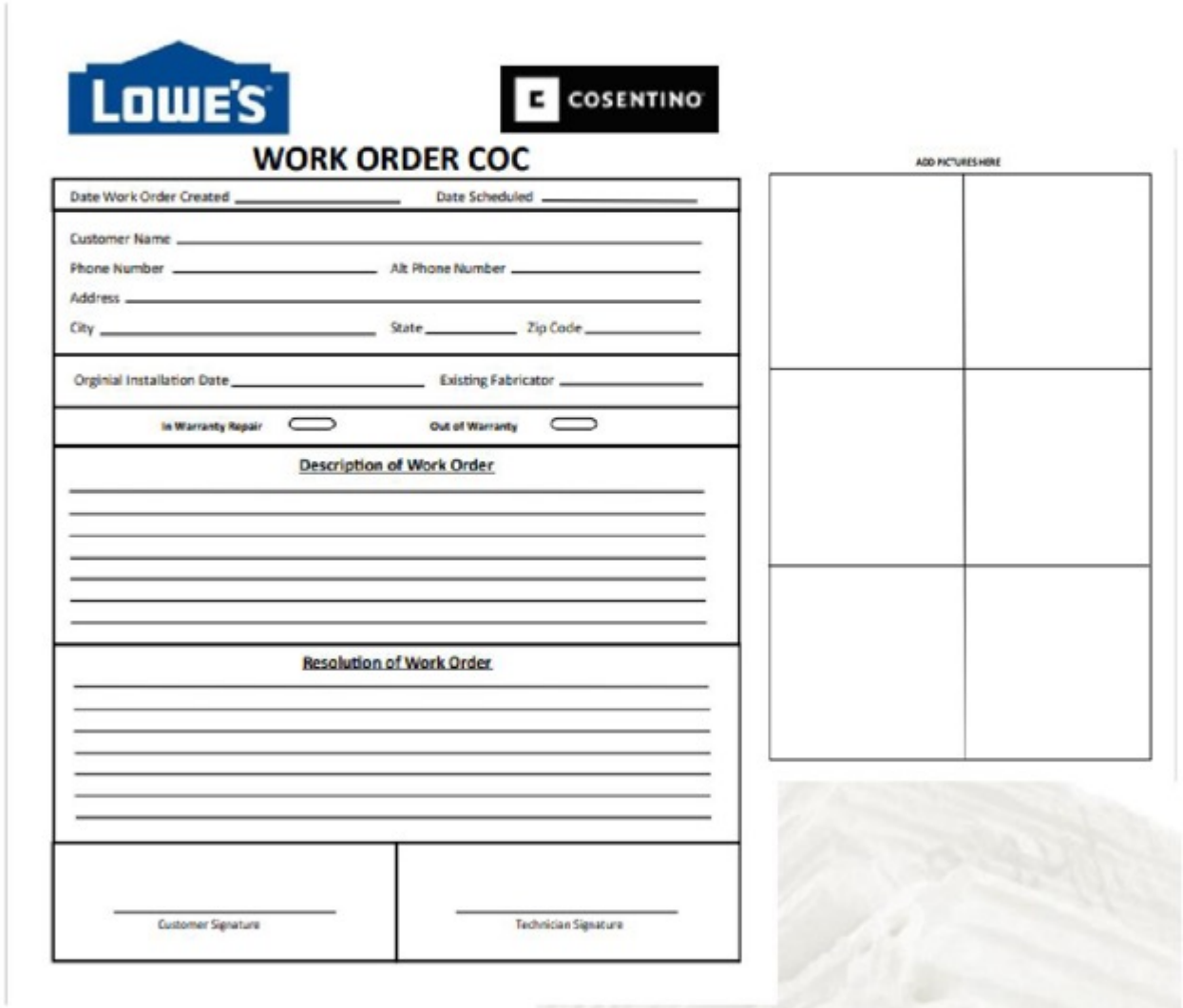
If you receive a work order that is not related to your installation, you will still need to close out the work order with the WO COC in Job Tracker and call IST and ask them to close out the work order. No signature needed.

If you receive work orders for a job before it is completed, contact you FRM.

If you receive multiple work orders for the same job, please Partner with your FRM for a resolution.

Work Orders and Service Call Request

Sample form



LOWE'S COSENTINO

WORK ORDER COC

Date Work Order Created _____ Date Scheduled _____

Customer Name _____

Phone Number _____ Alt Phone Number _____

Address _____

City _____ State _____ Zip Code _____

Orginial Installation Date _____ Existing Fabricator _____

In Warranty Repair ( ) Out of Warranty ( )

Description of Work Order

_____

Resolution of Work Order

_____

Customer Signature _____ Technician Signature _____

ADD PICTURES HERE

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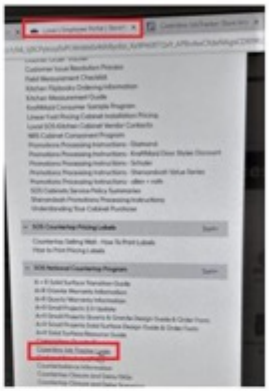
Cosentino Job Tracker

Lowe's electronically submits orders to Cosentino. The Fabricator will receive the Purchase Order and the 20-20 drawing (if 2020 design tool is used) in Cosentino Job Tracker (JT).

Cosentino Job Tracker web address:
http://jt.cosentino.com

Or can access from Lowe's Employee Portal



Cosentino Job Tracker Lead Trainer:
Guillermo Hisas
866-268-6837 office
Lowesfabs@cosentino.com

The Fabricator is required to use JT to receive all Lowe's Cosentino orders and to keep all measure and install information up-to-date. The Fabricator will need to utilize the JT website to not only 'job track' all Lowe's Cosentino orders but to also communicate with the store. Lowe's stores/Associates have access to Cosentino Job Tracker (see this guide for store log-in details) and what we enter in Job Tracker via their IMS portal.

Cosentino Job Tracker store access is the most effective way for the Fabricator to communicate job status with their stores. Cosentino Job Tracker provides 3 important benefits for Fabricator-to-store communication:

1. Job status updates (measure dates, install dates)
2. File sharing (template drawing, COCs, photos)
3. Fabricator notes on job (ex. voicemail notes left by Fabricator with customer)
    1. Please note the Notes in Job Tracker do not appear in the Lowe's IMS portal. We still want to email any notes directly to the designer and IST Office

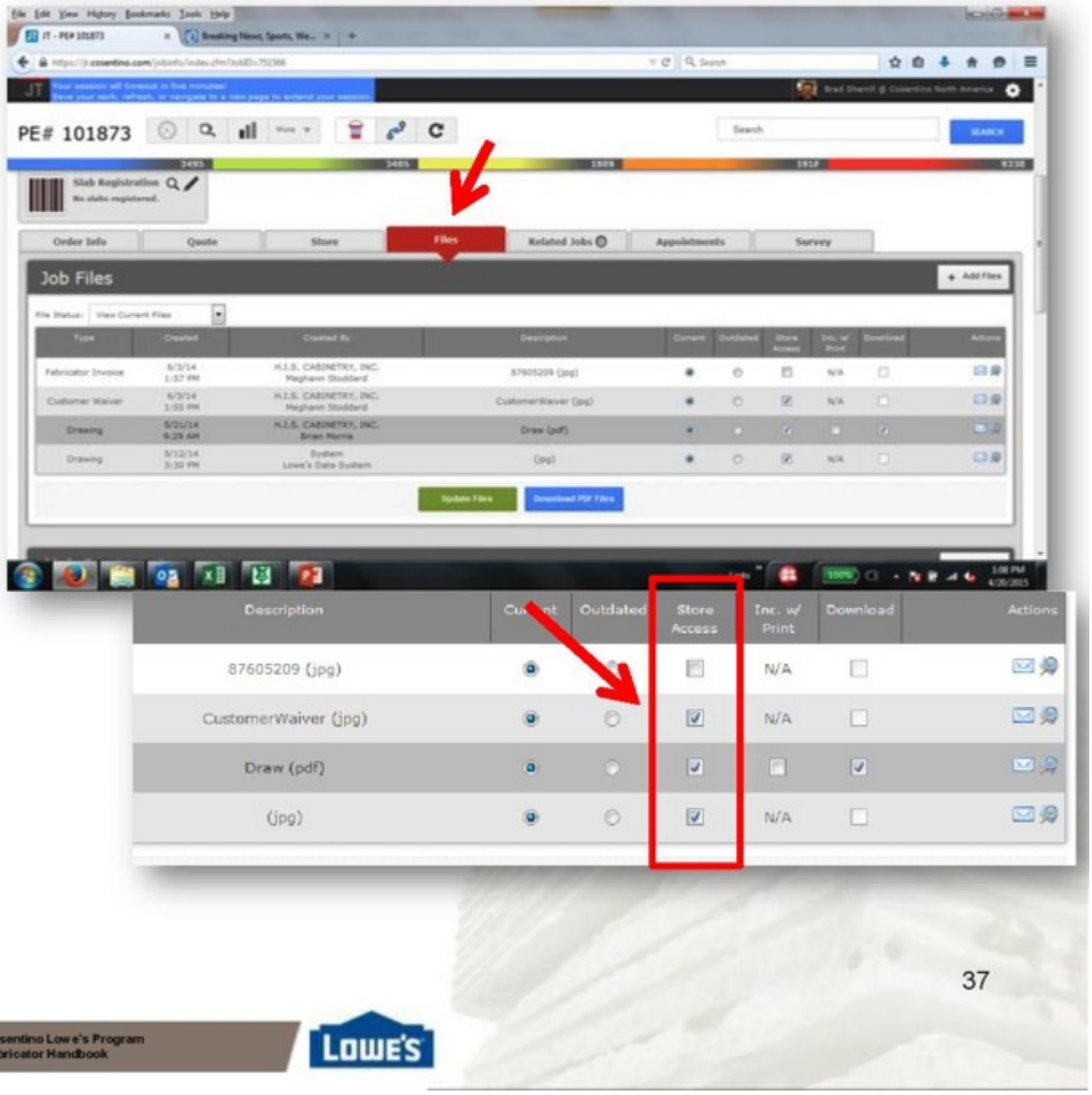
The Fabricator is responsible to train and provide continued store education on JT usage. Cosentino will provide Cosentino Job Tracker marketing literature for store associates from time to time.

Cosentino Job Tracker store log-in:

Each store's username **and password is unique to that store.**
Username and password will be:
"lowes" followed by the store's 4-digit store number.
For example, "lowes1234"

Cosentino Job Tracker

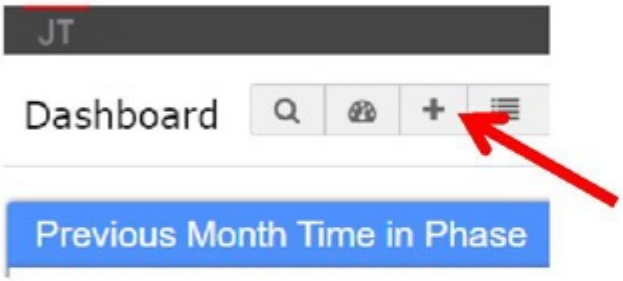
The Fabricator should select "store access" on files such as template drawing, photos and customer signed certificate of completion forms. This will give the store log-in access to the 'shared' files.



Cosentino Job Tracker

The Fabricator will find that stores don't always follow the instructed Lowe's order process. Although rare, the Fabricator can sometimes receive a Lowes' Cosentino order faxed to them and the job will not appear JT. Again, this is rare.

If the Fabricator has received an order faxed direct from the store, and the order does not appear on JT, then the Fabricator will need to "submit the job" into JT. The Fabricator will simply need to click on the plus sign icon (in JT) to begin the job submittal process.



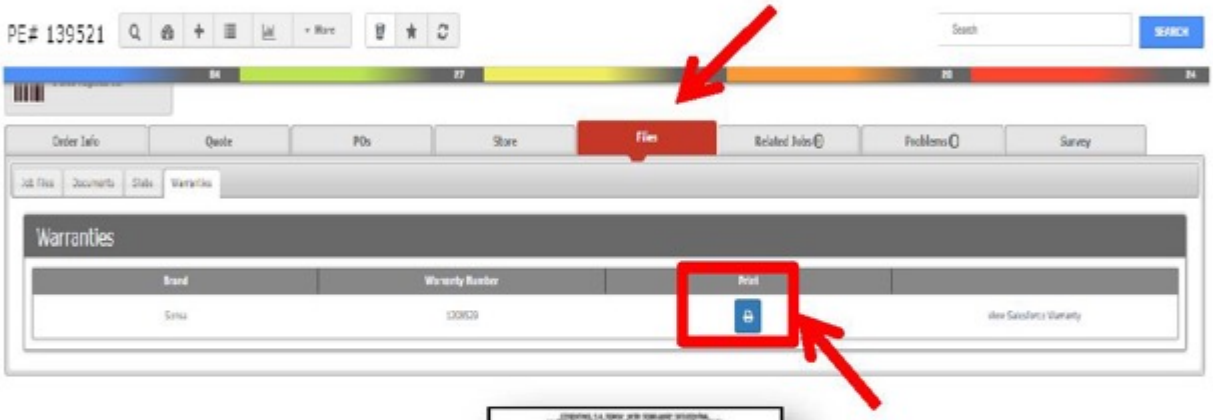
Need Job Tracker Training?

Biweekly Thursday refreshers are available. Please reach out to your Regional Fabrication Manager for additional information.

Cosentino Job Tracker Lead Trainer:
Guillermo Hisas
866-268-6837 office
Lowesfabs@cosentino.com

Cosentino Product Warranty Registration

- The Cosentino product warranty will automatically get registered when the Fabricator sets an install date in Cosentino Job Tracker
- The Fabricator is required to print and deliver the product warranty document to the customer at install.
- The product warranty document is included in the "Print Install Documents" button in Job Tracker. The document is also available in the "Files/Warranties" tab within the job.
- Cosentino warranty registration for any non-Lowe's program color must be completed in the Cosentino WE Platform website.



Please contact your Cosentino Account Manager for warranty registration questions



Click on 'print' icon and print the product warranty document. The Fabricator is to give this to the customer at install.

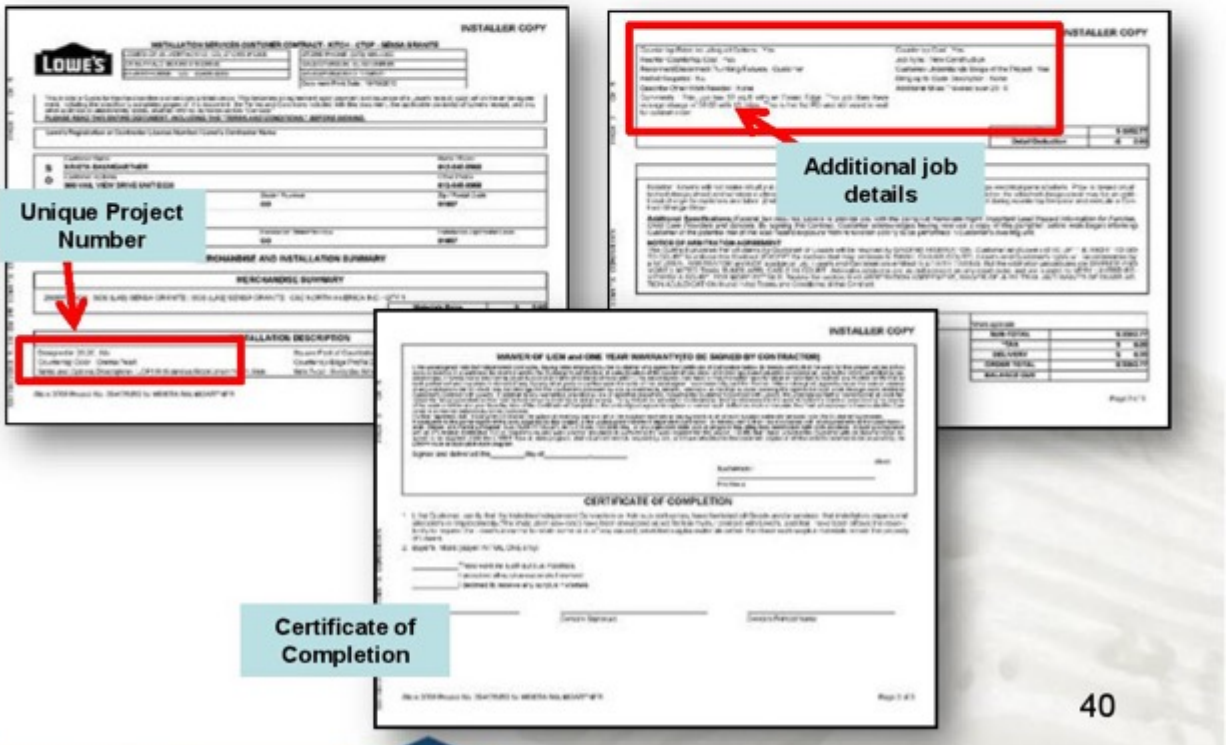
In store ISST Contracts & Certificate of Completions (COCs)

The Fabricator will receive the Lowe's Installed Sales Contract (called 'ISST Contract') in Job Tracker The ISST contract is approximately 5 pages and will include additional details about the countertop order.

The Fabricator should never proceed with an in-store countertop project without the ISST contract. Each contract has a unique Lowe's job number which matches the job number on the Lowe's purchase order. If it is an online order (IME) do not proceed with job after templating till either advised by Cosentino or acknowledgment of signed document from homeowner accepting post template document.

Included in the ISST contract is the waiver of lien (called "Certificate of Completion" or "COC"). The Fabricator will take a copy of the COC with them to the installation for the customer to sign once the countertop project is complete. Cosentino cannot pay you without a signed COC.

The Fabricator will submit a signed COC on Cosentino Job Tracker when invoicing Cosentino. The Fabricator should also give the store access to the signed COC on the Cosentino Job Tracker website, this way the store will have access to the file.



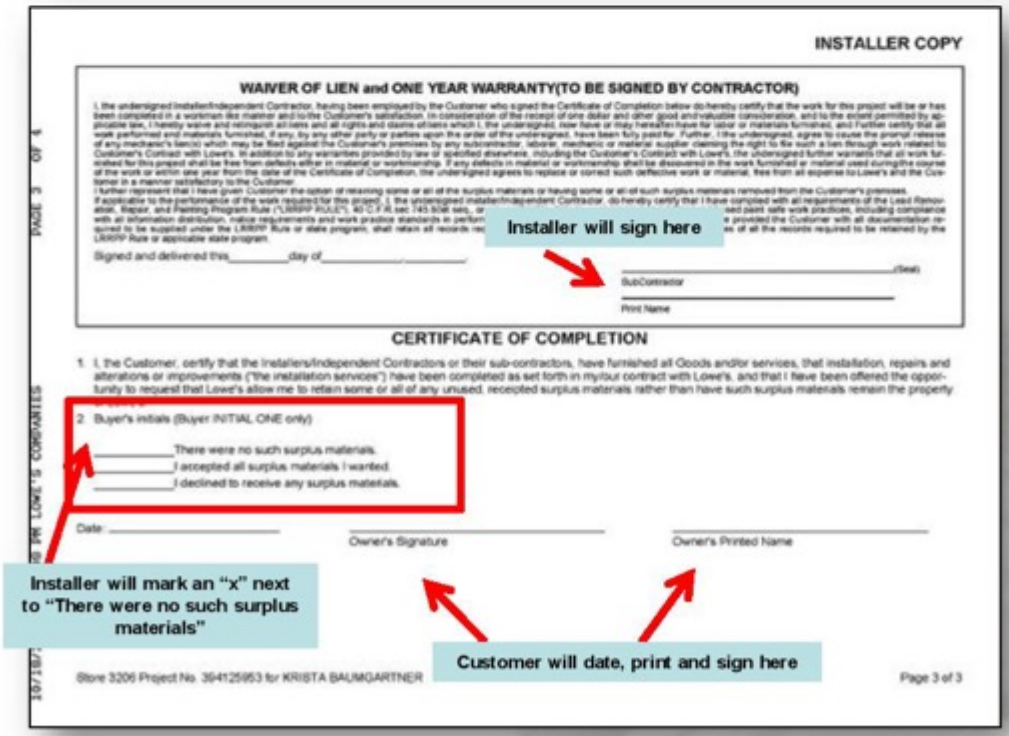
ISST Certificate of Completion (COC)

How to 'Handle Surplus Materials' After an Installation Is Completed
The Certificate of Completion (COC) includes a section on handling 'surplus materials.' Surplus materials are defined as any materials left after the project is complete but not installed.

Lowe's customers do not have the option to receive items not listed on their installed sales contract or receipt (ex. tack strip for carpet installs, caulking and shims for door installs, etc.). Countertop scraps (ex. Sink cutouts) are not considered 'surplus materials.'

The Fabricator will need to mark an "x" next to the "There were no such surplus materials" on the COC before giving the form to the customer to sign.

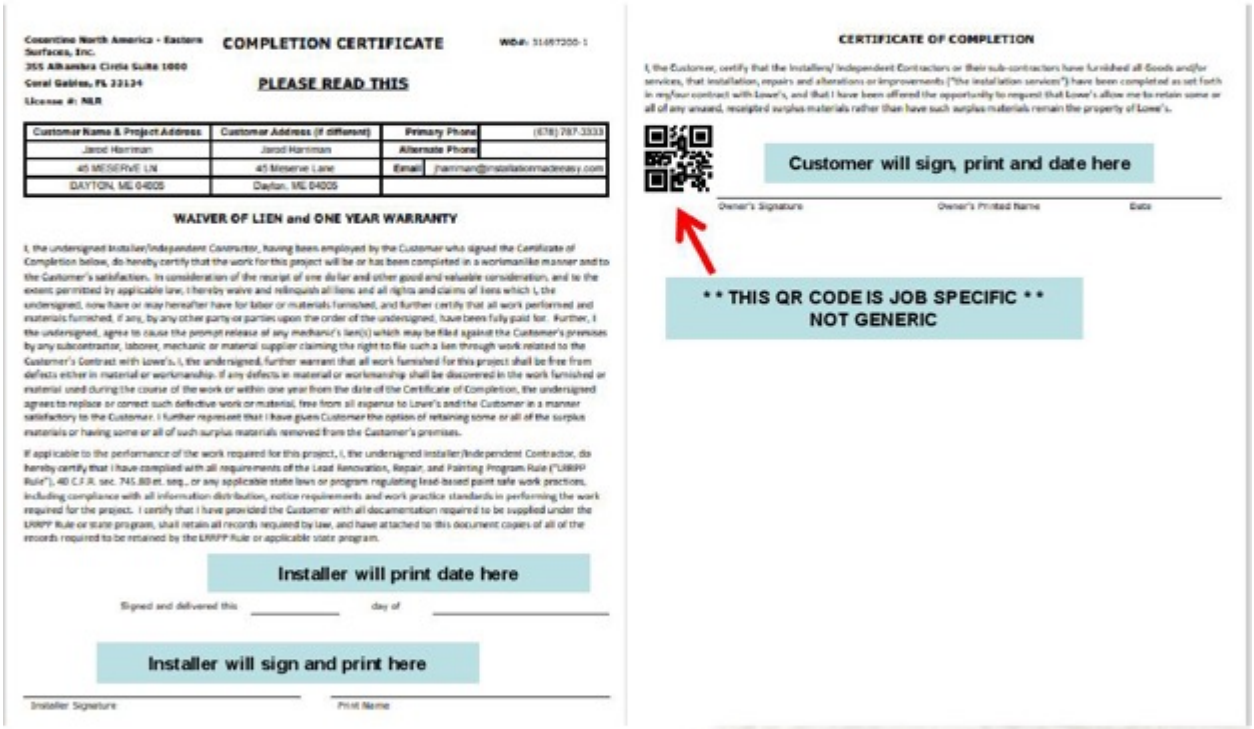
Note: It is still the installer's responsibility to remove and properly dispose of scraps and waste materials as part of the normal job site clean-up.



IME Certificate of Completion (COC)

Note: It is still the installer's responsibility to remove and properly dispose of scraps and waste materials as part of the normal job site clean-up.

COC must be completed before leaving job site and uploaded into Job Tracker within 24 hours of completed installation. COC must be submitted as two page document in PDF form.



Cosentino North America - Eastern Surfaces, Inc.
355 Alhambra Circle Suite 1000
Coral Gables, FL 33134
License #: NLR

COMPLETION CERTIFICATE

WO#: 31497200-1

PLEASE READ THIS

Customer Name & Project Address	Customer Address (if different)	Primary Phone	(678) 787-3333
Jarod Hamman	Jarod Hamman	Alternate Phone	
45 MESERVE LN	45 Meserve Lane	Email	jhamman@installationmadeeasy.com
DAYTON, ME 04005	Dayton, ME 04005		

WAIVER OF LIEN and ONE YEAR WARRANTY

I, the undersigned Installer/Independent Contractor, having been employed by the Customer who signed the Certificate of Completion below, do hereby certify that the work for this project will be or has been completed in a workmanlike manner and to the Customer's satisfaction. In consideration of the receipt of one dollar and other good and valuable consideration, and to the extent permitted by applicable law, I hereby waive and relinquish all liens and all rights and claims of liens which I, the undersigned, now have or may hereafter have for labor or materials furnished, and further certify that all work performed and materials furnished, if any, by any other party or parties upon the order of the undersigned, have been fully paid for. Further, I the undersigned, agree to cause the prompt release of any mechanic's lien(s) which may be filed against the Customer's premises by any subcontractor, laborer, mechanic or material supplier claiming the right to file such a lien through work related to the Customer's Contract with Lowe's. I, the undersigned, further warrant that all work furnished for this project shall be free from defects either in material or workmanship. If any defects in material or workmanship shall be discovered in the work furnished or material used during the course of the work or within one year from the date of the Certificate of Completion, the undersigned agrees to replace or correct such defective work or material, free from all expense to Lowe's and the Customer in a manner satisfactory to the Customer. I further represent that I have given Customer the option of retaining some or all of the surplus materials or having some or all of such surplus materials removed from the Customer's premises.

If applicable to the performance of the work required for this project, I, the undersigned Installer/Independent Contractor, do hereby certify that I have complied with all requirements of the Lead Renovation, Repair, and Painting Program Rule ("LRRP Rule"), 40 C.F.R. sec. 745.80 et. seq., or any applicable state laws or program regulating lead-based paint safe work practices, including compliance with all information distribution, notice requirements and work practice standards in performing the work required for the project. I certify that I have provided the Customer with all documentation required to be supplied under the LRRP Rule or state program, shall retain all records required by law, and have attached to this document copies of all of the records required to be retained by the LRRP Rule or applicable state program.

Installer will print date here

Signed and delivered this _____ day of _____

Installer will sign and print here

Installer Signature _____ Print Name _____

CERTIFICATE OF COMPLETION

I, the Customer, certify that the Installers/ Independent Contractors or their sub-contractors have furnished all Goods and/or services, that installation, repairs and alterations or improvements ("the installation services") have been completed as set forth in my/our contract with Lowe's, and that I have been offered the opportunity to request that Lowe's allow me to retain some or all of any unused, excepted surplus materials rather than have such surplus materials remain the property of Lowe's.

Customer will sign, print and date here

Owner's Signature _____ Owner's Printed Name _____ Date _____

** THIS QR CODE IS JOB SPECIFIC **
NOT GENERIC

Seams Expectations

The Cosentino Lowe's program allows the Fabricator to determine seam considerations and placement after the project has been templated. The Lowe's customer product expectation sheet includes a section on seams, and it is the Lowe's Designer's responsibility to review this at point of sale. Setting aside the store's responsibility to help set expectations, the Fabricator is also required to review the same expectation document at template and must always review the 'Seam' portion with the customer.

Although given seam placement autonomy, the Fabricator must follow the below seam expectations with each Cosentino project sold at Lowe's.

Cosentino Lowe's Program Seam Placement Expectations For Fabricator:

1. Seam placement considerations should include customer wants, grain flow and color matching, kitchen layout, site conditions, crew safety, cabinet structure, slab size and material yield

2. Seam expectations should be discussed with the customer at template. Fabricator must completely understand the customer's wants and be prepared to discuss possible seam placement options at the template if possible and with both the store and customer after the template.

3. If the customer does not want a seam and the countertop project can be fabricated without a seam from 1 slab, then the countertop project should not include a seam.

4. If the customer does not want a seam and the countertop project can be fabricated without a seam but requires an additional slab, then the Fabricator should provide an additional quote that includes the waste material*. In this case the Fabricator should provide 2 quotes/options back to the store/customer:
    a. Quote Option 1 – Countertop project with a seam(s)
    b. Quote Option 2 – Countertop project w/out a seam(s) (this quote would have a higher total square footage amount)

5. Batwing shape designs should be quoted with waste material* included and with no seams if at all possible.

6. If the customer wants all grain flow or veining to match, which will then require an additional slab, then the Fabricator should provide 2 quotes/options back to the store/customer.

* Waste material is defined as additional rectangles or squares of material necessary to quote and complete the countertop project. Waste material should not include the cost of an entire slab, it should simply include the cost of additional 'waste' material in the design.

Program Installation Labor Charges & Policies

Below are the Cosentino Lowe's national program installation labor charges. The charges will be included in the Lowe's purchase order if purchased or needed by the customer.

The Fabricator can include other labor charges if they are needed or necessary (ex., oversized piece transportation charge, island or boat/ferry fee, etc.), however these charges must be approved by your Cosentino Regional Fabricator Manager before the Fabricator communicates or tries to implement them.

It is required that the Fabricator communicate potential "custom labor" options and charges within a Fabricator-supplied Lowe's Associate Fabricator Handbook (3-ring binder) so that custom labor options are provided before they are needed and in writing. Custom labor charges are not approved if the Fabricator has not supplied this to the stores they service.

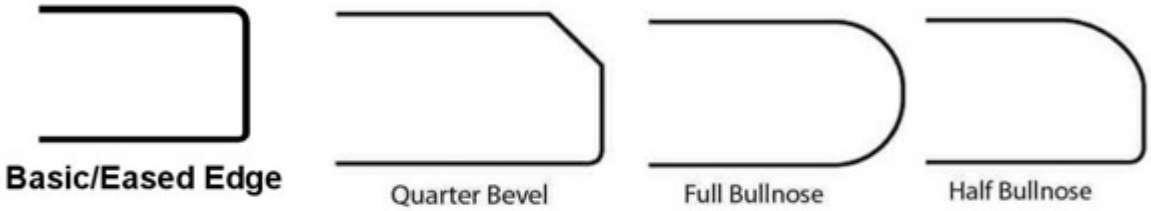
The Fabricator is expected to communicate directly with the store if any additional labor items are needed. If agreed upon, the store will issue a "custom labor" charge on an additional Lowe's PO or refund/rebill PO.

Installed Labor Charge	Cost
Laminate & Solid Surface Removal Removal and haul away of existing laminate or solid surface countertop and backsplash The Cosentino Lowe's Fabricator is required to provide existing countertop removal.	$8.00 per SF
Stone & Tile Removal Removal and haul away of existing stone or tile countertop and backsplash	$14.00 per SF
Mileage Mileage is any mile past a 20 mile radius of store (one way, install only) Ex. Job is 25 miles from store. Fabricator gets paid 5 miles, one way for install, at $2.50/mile for a total of $12.50.	$2.50 per mile

Cosentino Silestone/Sensa Program Edge Options – 3CM

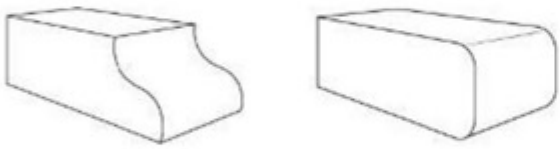
The Cosentino Lowe's program offers 6 3CM edges available nationwide. The Fabricator may offer additional edge options at the existing edge fabrication and installation charges. The edge images on this page are for placement only. Exact edge dimensions may vary by Fabricator. It is the responsibility of the Fabricator to communicate exact edge dimensions and/or additional edge options offered.

3CM Included Option (no charge)



Basic/Eased Edge | Quarter Bevel | Full Bullnose | Half Bullnose

3CM Upgrade Options



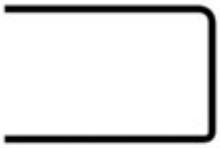
Ogee Edge | Double Radius Edge

Edge images on this page are for placement only. Fabricator is responsible to communicate all edge type dimensions to store Associates

Cosentino Dekton Program Edge Options – 2CM

The Cosentino Lowe's program offers 2 2CM edges available nationwide. The Fabricator may offer additional edge options at the existing edge fabrication and installation charges. The edge images on this page are for placement only. Exact edge dimensions may vary by Fabricator. It is the responsibility of the Fabricator to communicate exact edge dimensions and/or additional edge options offered.

2CM Included Option (no charge)



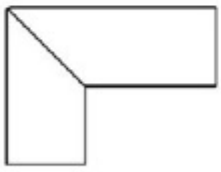
Basic/Eased Edge

2CM Upgrade Options



Shark Nose Edge

2CM Custom Quote (if available)



Mitered Edge

Edge images on this page are for placement only. Fabricator is responsible to communicate all edge type dimensions to store Associates

Edge Options – How To Show These Options In-Store

This is how Lowe's shows the different edge options in-store:



It is strongly encouraged for the Fabricator to provide "edge octagons" or other edge display that show the different edge options. Edge octagons are a great way for the Fabricator to show-off their edge capabilities and help the Lowe's Designer set and meet customer expectations. Please contact your Cosentino Regional Fabrication Manager to discuss ways how Cosentino can support the creation of in-store edge display options.

Edge Octagon Display



Edge Option Display



Vendor Debit Process

From time-to-time requests for a vendor debit will occur. A vendor debit request is when IST, District Manager of Installed Sales (DMIS) or District Manager (DM) requests for a debit against the Fabricator and/or Cosentino due to a circumstance or issue outside of the normal scope of install.

All vendor debits must have prior approval before they are processed. A Lowe's store or IST simply cannot decide to vendor debit the Cosentino program without proper approval. If this happens, please reach out to your Regional Fabricator Manager to help rectify.

Below is the process for all vendor debit requests.

From time to time the Fabricator will get requests for customer "compensation." Under no circumstances should the Fabricator provide payout direct to the store or customer. All compensation requests must follow the below vendor debit process.

Cosentino Lowe's IMS Order Vendor Debit Process:

Step	Details
Step 1	Fabricator and store and/or DMIS agree on vendor debit amount (ex. $100 for damaged cabinet door)
Step 2	Fabricator sends email request for vendor debit/RA authorization code to Lowesfabs@Cosentino.com. The email must carbon copy (cc): • The store contact or IST who has requested the vendor debit • Any additional Fabricator contacts involved in the dispute/resolve Request must include the following information: 1. Customer name 2. Lowe's PO number 3. Vendor debit agreed upon amount 4. Brief explanation of reason for vendor debit
Step 3	Cosentino (Jeime Zequeira) will reply via email with vendor debit/RA authorization
Step 4	Store issues vendor debit against Cosentino/C&C North America, Inc.
Step 5	Cosentino debits Fabricator on future Cosentino-to-Fabricator payment

Cosentino Contact for Lowe's Vendor Debit Process:
Lowesfabs@cosentino.com
866-268-6837 office

Cosentino Lowe's IME Order Vendor Debit Process:

Pre-Completed (Before Install completed is fill in Job Tracker)

- IME will reach out to the fabricator
- If fabricator agrees to the amount
  - A Change order is made in Job Tracker, sent to IME, and will need be signed by the customer for cost amount agreed upon before continuing with job.
- If fabricator disagrees and IME still wants to pursue
  - IME will reach out to the FRM to review and discuss.

Post-Completed (After Install completed is fill in Job Tracker)

- IME will reach out to the fabricator
- If fabricator agrees to the amount
- IME will email Cosentino CSR and include in the email: lowesfabs@cosentino.com
  - PO Number (WO)
  - Job Name
  - Cost amount fabricator has agreed upon
- Cosentino CSR should then verify with the fabricator they agreed
  - Confirm to IME Vendor Debit is approved through an e-mail copying Cosentino Accounting
  - Add Vendor Debit Notes in JT
- IME refund to Customer
- IME vendor debit Cosentino.

- Once vendor debit is processed, Cosentino Accounting will post the vendor debit to the fabricator.
- If fabricator disagrees with the vendor debit and IME still wants to pursue
  - IME will reach out to the FRM to review and discuss

Lowe's SOS Countertop Return Policy

From time-to-time a Sensa, Silestone and Dekton Lowe's orders will be canceled during the fulfillment and/or production of the job. Below is the Lowe's Return Policy.

Lowe's Return Policy & Fabricator Payment Procedure For All SOS Countertop Lowe's Orders:

Action	Sensa Fabricator (SF) Payment
Countertop cancellation prior to template date	Fabricator receives 0% of Purchase Order
Template completed and customer cancels order	Fabricator receives $102.68 store detail fee
Fabrication complete, customer cancels order but top not installed	Fabricator receives 75% of Purchase Order. Note: Countertop should be delivered to the store by Fabricator if requested by the store. Store would own the countertop in this situation and will be able to sell it

Warranty Claims & Past Installation Service Work

From time-to-time the Fabricator will be asked to get involved with a Cosentino product installation and to perform a service call or to address a Cosentino product warranty claim. The Fabricator is responsible to address any and all reasonable service call requests and warranty claims as requested by either the store, customer and Cosentino.

The Fabricator is also responsible to address any service calls or warranty claims on any Cosentino product installed through Lowe's by a preceding Cosentino Lowe's installer in a store the current installer services (Cosentino product installation not installed by the current Fabricator).

Cosentino Product Warranty Claims
Warranty claims should only be processed if there is reasonable defect with the Cosentino product. Warranty claims should not be processed for any installation issue.

Please visit the different Cosentino product websites for product warranty information. The Fabricator may also contact their Cosentino Account Manager for any related Cosentino product warranty questions.

Warranty Claim Procedure & Process:

Step 1: Fabricator to visit job site to confirm warranty claim. Fabricator to perform any installation or product repairs or other actions at that time (ex. attempt to remove stain in granite). Fabricator can contact Cosentino for questions, customer resolution assistance and repair options prior to in-home visit.

Step 2: If it is determined that there is a material product issue then the Fabricator will need to follow the Cosentino warranty claim process. All Cosentino warranty claims must be processed in the WE platform website. Fabricator can contact their local Cosentino Account Manager for assistance.

Step 3: Cosentino Warranty Department and/or Cosentino Account Manager will communicate directly with the Fabricator with an approval, rejection and/or next steps.

*****Please ensure to inspect material prior to fabrication**

Fuentera Undermount Program Sinks

The Cosentino Lowe's program offers 5 styles of Fuentera brand undermount stainless steel sinks. These sinks are sold to the Fabricator by Cosentino (available at all Cosentino Centers).

- All sinks are AISI304 metal, 16 or 18 gauge and with sound absorption pan
- Sink specs are available at www.fuenterasinks.com
- Fuentera sinks are available through your Cosentino Center and should be ordered when ordering slab material
- LOF 100, 200 and 300 models are sold in bundles of 5
- LOF 400 and 500 models are sold as singles



LOF 100
Single bowl
18 gauge
Lowe's Fabricator Price: $75.00



LOF 200
Double bowl
18 gauge
Lowe's Fabricator Price: $98.60



LOF 300
Banjo bowl
18 gauge
Lowe's Fabricator Price: $110.20



NEW! UPGRADE
LOF 400
Single bowl square
16 gauge
Lowe's Fabricator Price: $154.10



NEW! UPGRADE
LOF 500
Double bowl square
16 gauge
Lowe's Fabricator Price: $218.42

Download sink dimensions and DXF files from the Fuentera Sink website: www.fuenterasinks.com

Lowe's Silestone Integrity Sink Program

The Lowe' s Silestone program includes the Silestone Integrity Sink. The Silestone Integrity Sink is an innovative design intended to incorporate all the advantages of Silestone while offering complete unity, functionality and sophisticated style. It is a one-piece sink made 100% of Silestone. Its seamless properties provide a seamless look while offering all the benefits of Silestone.

The Lowe' s Silestone program includes the following Integrity sink color options, see pricing guide.

Integrity
Due S
Silestone®



Outside 15 3/4" x 14 4/7" x 6 8/9"
Inside 13 3/8" x 14 1/2" x 6 7/8"

Wall radius 2 5/9"
Base radius 1/8"



Integrity
Due L
Silestone®



Outside 21 1/4" x 15 3/4" x 6 8/9"
Inside 20" x 14 1/2" x 6 7/8"

Wall radius 2 5/9"
Base radius 1/8"



Integrity
Due XL
Silestone®



Outside 27 5/9" x 16 1/2" x 9 1/4"
Inside 26 3/8" x 17 1/8" x 8 1/4"

Wall radius 2 5/9"
Base radius 1/8"



Integrity
One
Silestone®



Outside 21 1/4" x 17 1/2" x 6 8/9"
Inside 20 1/16" x 16 1/8" x 6 7/8"

Wall radius 5 1/8"
Base radius 1/8"



Integrity
Q
Silestone®



Outside 21 1/2" x 17 1/2" x 6 8/9"
Inside 20 1/16" x 16 1/8" x 6 7/8"

Wall radius 1 1/16"
Base radius 1 1/16"



Lowe's Silestone Integrity Sink Program

Integrity Collection

5 YEAR COSENTINO WARRANTY

Kitchen and bathroom sink models

Color	One	Due S Marie S	Due L Marie L	Due XL	Evita S Evita L	Q Evita Q
Arcilla Red	● ●(1)	● ●	● ●	● ●(1)		
Ariel		●(1) ●(1)	●(1) ●(1)			
Blanco Maple 14		● ●	● ●			
Blanco Orion		●(1) ●(1)	●(1) ●(1)	●(1) ●(1)		●(1)
Blanco Zeus	● ●	● ●	● ●	● ●	●	● ●
Cala Blue NEW	● ●(1)	● ●	● ●	● ●(1)		
Calypso		● ●	● ●	●(1) ●(1)	●	●(1)
Camden	● ●(1)	● ●(1)	● ●	● ●(1)		
Cemento Spa	●(1) ●(1)	●(1) ●(1)	●(1) ●(1)			
Charcoal Soapstone		● ●	● ●	● ●	●	●(1)
Coral Clay Colour		● ●	● ●			
Desert Silver	● ●	● ●	● ●	● ●	●	●
Et. Calacatta Gold	● ●	● ●	● ●	● ●	●	●
Et. Marquina		● ●	● ●	●(1) ●(1)	●	●(1)
Et. Serena	● ●	● ●	● ●	●(1) ●(1)	●(1)	●(1)
Et. Statuario		● ●	● ●	● ●	●	●
Ethereal Glow NEW	●(1) ●(1)	● ●	● ●	●(1) ●(1)	●	●
Ethereal Haze NEW	●(1) ●(1)	● ●	● ●	●(1) ●(1)	●	●
Ethereal Noctis NEW	●(1) ●(1)	● ●	● ●	●(1) ●(1)	●	●
Faro White NEW	● ●(1)	● ●	● ●	● ●(1)		
Grey Expo	● ●	● ●	● ●	●(1) ●(1)	●(1)	
Iconic White		●(1) ●(1)	●(1) ●(1)	●(1) ●(1)		
Kensho	●(1) ●(1)	●(1) ●(1)	●(1) ●(1)			
Lagoon		● ●	● ●	● ●	●(1)	●(1)
Lyra		●(1) ●(1)	●(1) ●(1)	●(1) ●(1)		
Marengo		● ●	● ●		●(1)	●(1)
Miami White 17		● ●	● ●	●(1) ●(1)	●(1)	
Posidonia Green NEW	● ●(1)	● ●	● ●	● ●(1)		
Stellar Night	●(1)	●	●			
Stellar Snow 13	●(1) ●(1)	● ●	● ●	●(1) ●(1)	●(1)	●
Tebas Black 18	● ●	● ●	● ●			
White North 14	●(1) ●(1)	● ●	● ●			
White Storm 14		● ●	● ●			
Yukon	●(1) ●(1)	●(1) ●(1)	●(1) ●(1)	●(1) ●(1)	●(1)	●(1)

Lowe's Silestone Integrity Sink Program



Installation

There are 2 installation methods when installing the Silestone Integrity Sink:

1. Mitre edge (Lowe's item description "INTG SK INST INCSPC SEAM PER BOWL")

1. Undermount laminated (Lowe's item description "UNDMT SINK INST VIS SEAM PER BOWL")

Please contact you Cosentino Regional Fabricator Manager or your Cosentino Account Manager for installation details.

Integrity Sink Cost

- Please contact your Cosentino Account Manager for additional details and purchasing

Fabricator Payment for Integrity Sink and Installation

Silestone Integrity Sink costs and installation costs are included with the program pricing as provided to the Fabricator by your Cosentino Regional Fabricator Manager during the on-boarding process.

Store Service Expectations For The Fabricator

As stated earlier in this handbook, Lowe's Associates sell what they are most comfortable selling. The success (and failure) of the Cosentino Lowe's program can be determined by the Fabricators in-store service. Establishing and providing superior in-store service is one of the most important aspects of managing the program.

Store Service Expectations For The Fabricator Can Include:

1. Weekly, bi-weekly and/or monthly store visits are required
   - In-store visits should be partnered with local Cosentino AM and planned based on the Designers and SASM work schedule
   - Visits should have a purpose
   - Tuesdays at 2pm each Lowes location hosts a specialty spotlight where vendors and other professionals can attend and provide a brief product training and simple selling techniques. Scheduling with the store SASM required
   - The Fabricator should be prepared to talk about sales, service scores, recent jobs and/or other items that support the business
   - Vignette displays should be cleaned (Windex) on every visit

2. Program projects
   - Program projects can include, but not limited to, selling wall planogram resets or updates (make sure they are done correctly), promotion support execution, etc.

3. Store 'Open House' events
   - From time-to-time stores will host 'open house' events. The Cosentino Lowe's Fabricator is expected to participate in these types of events.







Lowe's Associate Training

Lowe's Associate training is one of the most important factors for program success. "Training" can include a variety of topics and it's expected that the Fabricator be able to support any and all Lowe's Associate training needs. Product knowledge (PK) training includes (but not limited to) product, selling, customer resolution, template and installation training.

Lowe's Associate training can include:

1. In-store documents outlining both program and Fabricator education (ex. 3-ring binder, etc.)
2. 1-on-1 PK training in-store ("in isle")
3. Group training in-store
4. Training at Fabrication shop
5. Training at an in-home template and installation
6. Spotlight Tuesday
    1. All stores hold a specialty spotlight for all specialty associates at 2pm. This is a great opportunity to provide training to a large group of associates at once. Please contact your stores **SASM** to schedule

Recommended Training Schedule:

Fabrication Shop & Cosentino Center Training 1x Quarter
Planned Call Rotation based of store training needs & Sales Opportunity
(Helps to reinforce education retention, the 'Drip' approach, and captures any recently hired Lowe's associate)

Cosentino is a supportive vendor and will help support Fabricator Lowe's Associate training. The Fabricator should always communicate with their Regional Fabricator Manager or local Cosentino Account Manager for help on items like PK training events and/or to receive specific electronic files.

Lowe's Associate Training at the shop









Fabricator supplied training manual (3-ring binder) for Associate

In-store Silestone Samples Program

- 27 colors available
- 2" x 4" free take-home customer sample
- All stores will receive a samples tray & starter kit of Silestone samples
- Designer & Merchandise Team access to convenient ordering via JobTracker
    - 2" x 4" Silestone Customer Samples
    - Silestone Brochures
    - Sensa Brochures
    - Dekton Brochures



Evolution Silestone Samples Tray; Reorder #F258374



Non-Williamsburg Silestone Samples Tray; Reorder #F258373

1. Log into Job Tracker
2. Click eCosentino Icon
3. Click on item category: Brochures or Customer Samples
4. Once you select an item click on Add to Cart
5. Click on checkout and fill out requested information and click sumbit
6. Done!



Vignette Display Material Credit Process

This section of the guide provides details on Cosentino's material credit process for vignette displays.

Please use this section to understand when, where and how to receive material credit for any Sensa, Silestone and Dekton vignette displays.

Vignette display resets will occur 1 of 3 ways:

1. New store opening
2. Existing store reset (entire department reset)
3. Store request (store request to replace existing discontinued vignette)

All new Lowe's stores including stores that have gone through a "remerch/reset" and special display requests will receive Sensa Granite and Silestone vignette displays. The Fabricator is required to fulfill any and all approved vignette display requests.

The below outlines the Fabricators involvement for each vignette display method:

1. Cosentino request or store request
   - Cosentino and/or the store will request for vignette display updates from time to time.
   - When these requests occur, the Fabricator will follow the vignette display program as outlined in this guide on the following page.
   - The Fabricator should always review a Designer display requests with their Cosentino Regional Fabrication Manager before proceeding with fabrication

2. New Store and existing store reset
   - All new Lowe's stores and existing store resets will have their vignette displays fabricated and installed by a 3rd party fabricator and installation company.
   - The program Fabricator will not fabricate or install any vignette displays for a new store or store that is getting a reset.
   - The Cosentino Lowe's Fabricator financial obligation for a new store and existing store reset is $25/sf for each installed display. This includes all vignette displays and selling wall samples (material, fabrication and installation).

Vignette Display Material Credit Process (cont.)

The following material credit process is followed if the Fabricator installs a Cosentino product vignette at Lowe's.

The Cosentino Lowe's Fabricator will receive display material credit for all approved installed vignette displays when correctly processed in the Cosentino WE platform website. Display material credit is defined as the installed display of material credit to be used on a future Cosentino material purchase.

Receiving material credit for a Fabricator installed in-store vignette display:

- The only way to receive material credit is through processing the request in the Cosentino WE platform website.
- Only pre-approved colors will be approved. The Fabricator should email their Cosentino Regional Fabrication Manager for a complete list of vignette display approved colors.
- Material credit requests must be processed within 90 days of installation, or no credit will be given
- To help speed the material credit process it is required that the Fabricator email Cosentino Account Manager once all required information has been input into the Cosentino WE platform system.
    - In the email to the Cosentino Account Manager, the Fabricator will need to include the following information
        1. Store number
        2. Display size (install square footage of display)
        3. Product
        4. Color
- Credits will be issued to the Fabricator around the second week of the following month as long as the material credit is submitted and approved by the 24th of each month.
- If processed correctly the Fabricator will receive a credit memo that will be emailed to the Fabricator by their Cosentino Center or distributor. The Fabricator will be able to use the credit once the credit memo has been received.
- Please contact your Cosentino Warehouse and/or Distributor to use your credit.

Please contact your Cosentino Account Manager for any material credit questions.

New Lowe's Store and/or Store Reset Process

The following process is followed if a new Lowe's store is opening, or an existing store receives a vignette reset and the Fabricator does not install the vignettes.

Please use this section of the guide to understand Cosentino's and the Fabricator's role with new store and remerch store resets including vignette display and selling wall set-up, marketing/merchandising collateral and Associate training.

All new Lowe's stores and existing store resets will have their vignette displays fabricated and installed by a 3rd party fabricator and installation company. **The Cosentino Fabricator will not fabricate or install any vignette displays for a new store or store that is getting a department reset.**

The Fabricator is responsible for the following when new stores open and/or stores receive a reset:

1. Be present before or on the store's **soft opening date** to:
    1. Ensure all vignette displays are properly installed and labeled with product poppy
    2. Ensure all selling wall samples are properly installed and labeled
    3. Place any and all brochures in pockets/sleeves
    4. Deliver Fabricator Lowe's Associate training material
    5. Email photographs of each Cosentino vignette display to the Cosentino Account Manager

2. The Fabricator should be prepared to 'work the floor' on a new store's grand opening day

The Cosentino National Accounts team will provide the Fabricator with new store and/or department reset details. These details will be emailed to the Fabricator within a few weeks of the store's (or dept.) opening.

New Lowe's Store and/or Store Reset Process (cont.)

Fabricator Financial Obligation For New Store And Store Resets

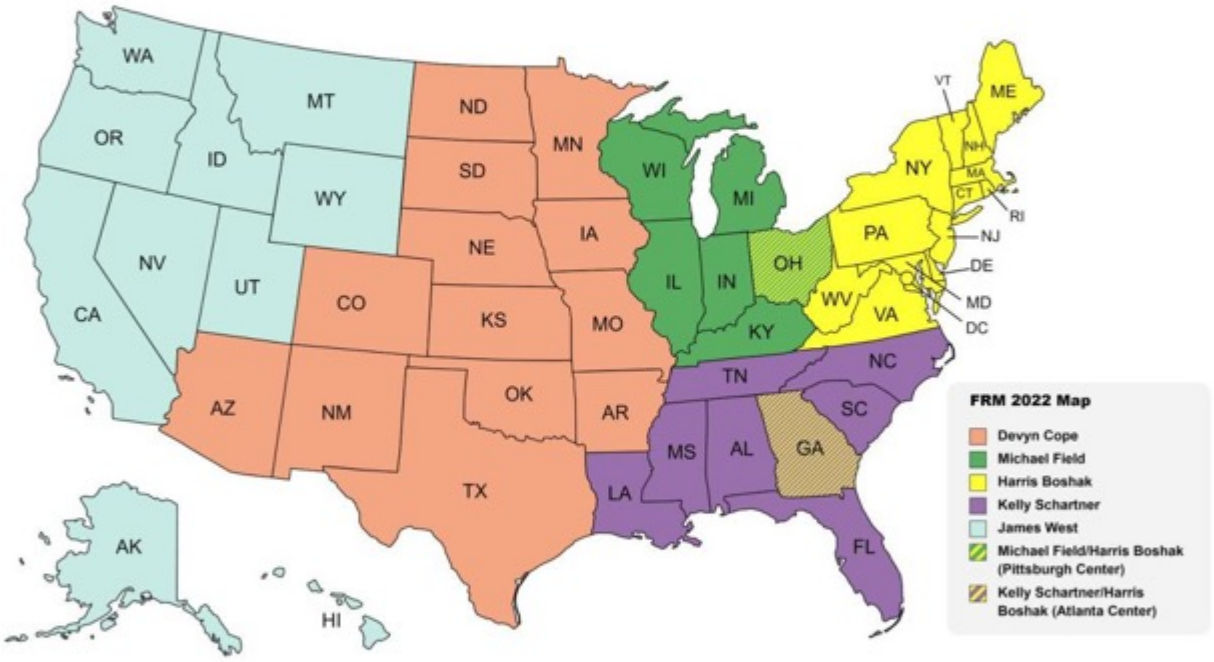
- Cosentino will provide the Fabricator with specific vignette details for the new store or store that receives a reset
- The Fabricator will receive a "Lowe's Vignette Display Installation Report" that includes a detailed report of the installed vignette displays for the stated store.
- **This report will include the Fabricator's financial investment towards the new store or store reset**
- **The Fabricator's financial investment is $25/sf for each vignette display. The $25/sf investment includes:**
    1. Fabrication and installation of all Cosentino vignette display(s)
    2. Fabrication, shipping and set-up of product selling wall samples
    3. Brochures for each Cosentino Lowe's program (Sensa, Silestone and Dekton)
    4. Sensa and Silestone poppies/decals for selling wall samples and vignettes

The total amount as stated in the 'vignette display installation report' will be debited against the Fabricator's future payment (from Cosentino) after the new store opens or reset takes place.

Upon the installation of the displays the Fabricator is required to photograph the displays with the branded poppy (decal) placed at the front right corner of the display. The Fabricator will be required to email the photo of the display to their Cosentino Account Manager.

Questions??

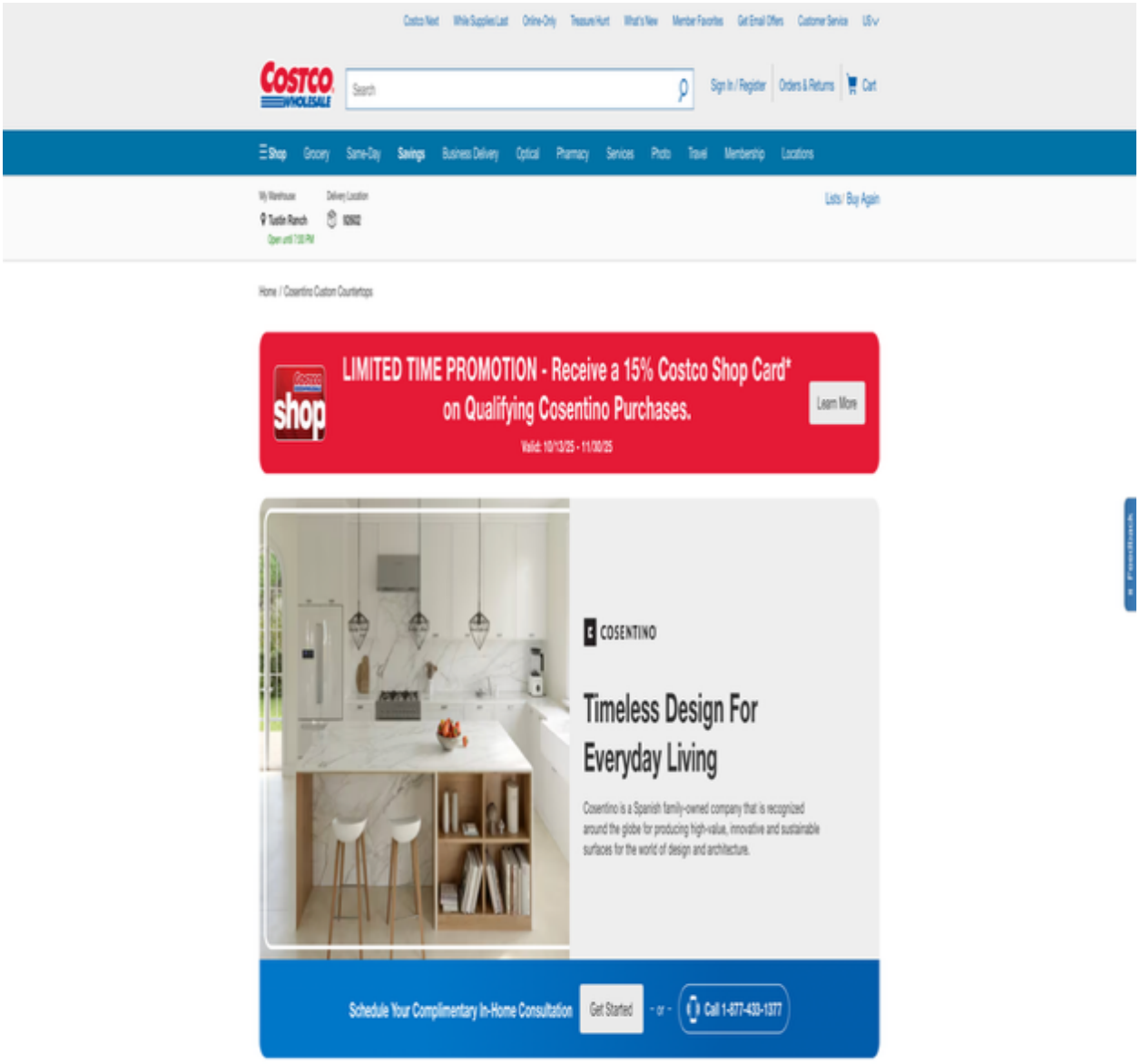
Please contact either your Cosentino Fabricator Regional Manager or local Cosentino Account Manager



Created with mapchart.net

Costco Wholesale

Costco currently offers quartz, porcelain, and natural stone products exclusively from Cosentino's brand portfolio as part of its custom countertop home improvement kiosk program. Prior to Costco's relationship with Cosentino, Cambria was the countertop partner.



Date: 11/30/22

To: All Kiosk Dealers

Subject: Costco Home Improvement Installed Products - Letter of Understanding

Thank you for your participation in the **Costco Special Order Kiosk** program, also known as **Home Improvement Installed Products**. We are providing a refresher on the best established practices and expectations.

Dealer Requirements

Communication

- To ensure the greatest chance for success, strong communication skills are required.
- Costco is well known for exceptional member service and we encourage our dealers to embrace this philosophy as well by communicating with members courteously, effectively, and in a timely manner.
- We operate with open communication, honesty, and integrity. Our dealers are always welcome to reach out to us with questions, suggestions, or concerns. This relationship works best with effective two-way communication.
- The ability to use modern technology for daily communication with Costco is necessary. This includes email, document scanning, sending attachments, using programs such as Excel or Google Sheets, assorted web-based sites and customer relationship management (CRM) software.

Independent Contractor Business Relationship

- Dealers providing services to Costco members act solely in the capacity of a Costco independent contractor.
- Dealers and the dealer's contractors and/or employees are not employees of Costco.
- Authorized dealer agents will need to interact with Costco members on Costco's behalf to secure orders and collect payments.

W-2 Non-Exempt Employees and 1099 Subcontractors

- Dealers must exclusively utilize W-2 non-exempt employees for lead generation in a Costco warehouse and during the sales process while in a Costco member's home.
- The use of subcontractors is limited to installation only, and must be disclosed at the time of new dealer interviews or a change in a dealer's business practices.

Business Entity Changes

Dealers must notify Costco **prior to the effective date** when your business will be going through any of the following changes:

- Sale (acquisition, stock sale, asset sale), liquidation, or dissolution
- A change in ownership
- A business entity or name change
- The addition of a "fictitious" name, such as a DBA (doing business as)
- A change in the Federal Tax ID number (EIN)
- Bankruptcy

Costco may suspend the program in all warehouses assigned to your business, turn off new leads, and remove the kiosk from the Costco warehouse floor in order to allow time for a status or licensing review of your business, or to confirm the necessary steps to reactivate your business.

Key Personnel Changes

Any personnel changes with either your primary Costco contact or your primary accounting department contact must be communicated to your Costco Account Manager and Assistant Buyer immediately. Costco will update Centah records and coordinate log-in access. Without prompt notification, there may be impacts to processing member orders.

Training

Training is available to all new and existing dealer employees. We also encourage periodic refresher training, or for further clarification on new processes when they launch. We are here to help. You may reach out to your Costco Account Manager to sign up for:

- **Program How-To and Paperwork Training** - upon request, provided by Costco
- **Sterling OMS Payment System Training** - Every Thursday at 1:00 PM EST, provided by Costco
  - Please complete this FORM to sign up
- **Centah Lead Management System Training** - Every Tuesday at 12:00 PM EST, provided by Centah
  - Please contact costcoussupport@centah.com to sign up

Licenses, Salesperson Registrations, and EPA Lead Firm Certifications

- As required by federal, state or local law where applicable, all Special Order Kiosk dealers must be licensed and State and/or Federal Lead Firm certified. Specific requirements based on the service area will be provided by the Costco Account Manager.
- It is the responsibility of the dealer to renew and maintain all required licenses and certifications.
  - Dealers must send copies of all renewed certificates to your Costco Account Manager **on or before the expiration date.**
  - A default in renewal or suspension will result in Costco placing your business with us on hold immediately, turning off new leads, and removing kiosks from the Costco floor until a resolution is achieved.

Certificate of Insurance

- All vendors must provide Certificates of Insurance that meet Costco's requirements.
  - **Costco Wholesale Corporation must be named as an additional insured.**
- It is the responsibility of the dealer to renew and maintain insurance coverage requirements.
  - Dealers must send copies of all renewed certificates to your Costco Account Manager **and** insurancecertificate@costco.com.
  - A default in coverage will result in Costco placing your business with us on hold immediately, turning off new leads, and removing kiosks from the Costco floor until a resolution is achieved.

Business Reviews & Program Manager Dealer Visits

Costco will contact you twice a year to schedule business reviews:

1. Your Costco Account Manager will schedule a virtual conference call (via Google Meet)
2. Your Costco Regional Program Manager will schedule an on-site or virtual dealer visit.

These meetings are to review legal compliance, sales performance, escalation management, and program improvements. We strongly suggest having the highest key decision maker of the dealer and prefer to meet with the owner, president or CEO and the dealer's primary Costco contact.

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Program Requirements

Leads

A lead (a member's expressed interest in the Costco program) is generated by one of four means:

- Member provides their information directly to a dealer (**dealer generated**)
- **Calling** the toll free number for your product category
- Member enters the information on **Costco.com**
- Member uses a **QR code** to access lead entry form

All leads where a member expresses interest in your product category must be entered into Centah, Costco's designated Lead Management software tool.

- This is required to be done **immediately, regardless of whether a sale is generated**.
- **There are no exceptions to this policy.**
- Members should be contacted as quickly as possible by the dealer to set up a complimentary in-home consultation.

Dealers are charged $5 per lead, regardless of the lead source. This is billed directly to you by Centah, who will require a credit card to be on file. A default in payment to Centah will result in Centah turning off any new Costco leads until the payment is resolved.

Your Service Area

The required service area is a 50 mile driving distance from the Costco warehouse(s) assigned to you. If you have the ability to service beyond the 50 mile driving radius, please be sure to let your Costco Account Manager know.

- **Servicing out of the dealer's licensed area:**
  - You are **not authorized** to service a member where you are **not licensed** to do business. If you receive a lead outside your service area, please notify your Costco Account Manager and inform the member you are unable to service their area.
  - Please cancel the lead in Centah with the reason code "Outside of Service Area".

Example: Dealer is assigned to 226 Westbury, NY warehouse in Nassau county, but is unable to service leads in the neighboring county of Suffolk. This dealer should notify their Costco Account Manager, as Suffolk county is within the 50 mile service area and the dealer does not have a Suffolk county contractors license.

- **Servicing over state borders:**
  - If you are able to service over state lines, be sure to discuss with your Costco Account Manager as there are additional requirements that must be met.
  - You may not service outside the state that you are contracted per the signed Dealer Agreement. There are no exceptions to this policy.

Electronic Lead Capture

Costco will be transitioning exclusively to electronic lead capture in the near future. This means writing down member's lead information on paper is prohibited, and lead information must be entered directly into Centah via a dealer's or their employee's cell phone or tablet.

- ***Centah (Powered by WinGen)* - iOS or Android App:** has the capability to "capture and hold" lead information in an off-line mode, and will automatically release lead information once a network connectivity is re-established. Details have been posted on Centah.

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Member Benefit (Costco Shop Card)

Costco members using our Special Order Kiosk program receive an everyday 10% Costco Shop Card* from Costco for qualifying purchases.

Costco Shop Cards are not redeemable for cash, except as required by law.

- The Costco Shop Card reward is based on the total pre-tax amount paid (including both materials and labor).
- The Costco Shop Card has a maximum limit of $2,000 per card.
- Multiple Shop Cards will be issued for any amount more than $2,000.
- Dealers are charged by Costco for the total value of the Costco Shop Card(s), plus a processing fee. Current standard fees are as follows and are subject to change:
    - **Digital (default option) -** $0.47 for cards emailed to the member's email address, **OR**
    - **Plastic -** $1.40 for cards mailed to the member's physical address.

Restrictions may apply. Details are included in the Costco Member Benefit letter, which must be provided to members at the time of sale.

Dealer's Selling Prices

Dealers are always free to set their own prices. However, Costco requires that jobs are sold to members for no more than the price a dealer offers to the general public through their core business.

Dealers are not permitted to increase the initial sell price to members in order to build in the cost of the Costco Shop Card. Doing so will be grounds for immediate termination from our program.

Required Paperwork

Accurate documentation of each order is the responsibility of the dealer:

- Your Costco Account Manager will review and provide direction on the documents required during the dealer set-up process.
- Throughout the year, you will receive reviews by the Costco Account Manager and Regional Program Manager to address any paperwork concerns.
- Documents are subject to change without advance notice upon legal requirements or procedural changes.
- Documents that are provided by Costco must not be altered in any way, including the content or formatting.

Electronic Signatures

DocuSign and/or other electronic signature capture solutions are approved to use on Costco paperwork as long as dealers are using systems that are both in full compliance with the Uniform Electronic Transaction Act (UETA) and the Federal Electronic signatures in Global and National Commerce Act (ESIGN).

- Dealers will need to be able to fill out the necessary paperwork, scan and send through DocuSign and/or other approved programs for signatures.
- Dealers must not alter any Costco document (content, font or dimensions) in order to fit the e-document solution.
- Dealers will need to ensure the member receives a fully completed and executed copy of all signed paperwork.
- Costco requires all applicable paperwork to be uploaded in Centah.

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In-Warehouse Expectations

Kiosks and Brochures

- It is the dealer's responsibility to ensure the Special Order Kiosks located in the warehouse are stocked with their program brochures at all times.
- This is for your, Costco's, and our member's benefit as it is the program's storefront.
- It is recommended to visit the warehouse on a weekly basis to verify ample brochure inventory and touch base with warehouse management.
- Kiosk graphics may be updated periodically and will be shipped to your business address for you to coordinate installation at the warehouse.
- Date sensitive graphics, such as promotional graphics, must be installed prior to warehouse operating hours on the start date, and removed the day after the end date prior to warehouse operating hours.

In-Warehouse Lead Generation

It is Costco's expectation for dealers to participate in a minimum of 30 days* per warehouse, per calendar year (Jan-Oct) of in-warehouse staffing.

**Some categories may have adjusted expectations. Ask your Costco Account Manager for details.*

- Staffing may not be permitted during the busy holiday months of November and December, due to warehouse space constraints and traffic. This varies by region, please ask your Costco regional ICS / Roadshow Scheduler for details.
- To maximize lead results, we encourage engaging with members in the warehouse.
- Additional details are listed in Exhibit A **Member Service Expectations** within the Dealer Agreement.
- Establishing strong relationships with warehouse management and maintaining a presence in the warehouse as often as possible will result in greater opportunities for increasing business.

Types of In-Warehouse Staffing

- **Staffed Events (Roadshows)**: Dealers staff a dedicated space located on the sales floor at the Costco warehouse to generate leads.
    - **Roadshows must be scheduled in advance through the Costco Regional Office.**
    - Roadshows must be staffed by a dealer's Lead Generator during all warehouse hours of operation.
    - Costco generally provides an endcap space within the warehouse selling area, and is usually limited to a single pallet-sized manufacturer-supplied display.
    - Specific positioning within the warehouse is ultimately determined by the warehouse management and is subject to change without notice.
    - There should be no need to move the everyday Special Order Kiosk off of the exit fence.
- **Exit Fence Staffing:** Dealers can also staff the exit aisle / exit fence of the Costco warehouse, next to the program's Special Order Kiosk.
    - Lead Generators must arrange times directly with the specific Costco warehouse management at each warehouse. It may be a few hours or all warehouse hours of operation.
    - Costco generally provides availability to two category programs at a time, and is ultimately determined by the warehouse management. It is subject to change without notice.

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Program Transactions

Member's Payment Form Collection

Costco has **two program designations**, depending on the legal requirements by area. Dealers will be notified prior to receiving the Dealer Agreement on their service designation.

- **Program I -** Member's payment for product and labor is paid in full to Costco Wholesale through Costco's payment processing system (Sterling OMS).
- **Program II -** In select states, the Special Order Kiosk program is conducted with Costco as the seller of the product only.
    - In such instances, please be advised that applicable sales tax on the transaction will be calculated based on the "product only" portion of the Project through Costco's point of sale. Member's payment for the product is paid to Costco Wholesale through Costco's payment processing system (Sterling OMS).
    - Labor is tendered directly through the dealer's core business, following the dealer's core business practices.

Costco also has **two payment timing designations,** depending on state or local laws.

- **Pay Upfront -** All orders are to be tendered immediately following the Right-to-Cancel period. The standard is a 3-day period and may vary by law. The Sterling OMS system will process the charge to the member's payment method(s) immediately in full and upfront, regardless of backorder or equipment delay.
    - Once payment is collected in full, the dealer will proceed with the project/order process.
- **Pay After -** In select states (Massachusetts, Maryland, New Jersey, Ohio and Wisconsin), the Special Order Kiosk program is set up to charge the member once the order is completed and closed.
    - The project/order process will start following the Right to Cancel period, the standard is 3-day period and may vary by law.

Accepted Forms of Payment

Costco's payment processing system accepts Visa and MasterCard credit cards, most pin-based debit cards, Costco Shop Cards and personal checks.

- Costco will accept a member's check when made out to "Costco Wholesale" when processed through Costco's dealer remote check capture apps (iOS or Android).
- Any updates to the available payment methods will be provided. Ask your Costco Account Manager for details.

Payments to Dealers

When a member has signed off the project/order as "complete" to their satisfaction, all required paperwork must be submitted via Centah to Costco promptly.

- Once Costco receives and approves the paperwork and the member's payment is settled/closed, the 5-day (NET 5) payment terms to the dealer will commence.
- All payments to dealers are processed by Electronic Funds Transfer (EFT) and three additional days are added to the 5-day payment terms per industry-standard accounting rules.
- US Funds transactions are then a one-day EFT/ACH transaction time.

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When Things Go Wrong: Member Escalations

At times, our members may have questions, concerns or issues related to their order or their installation.

- It is expected of the dealer to communicate effectively with our members.
- If there is a resolution without Costco's intervention, it is expected of the dealer to handle the member's escalation directly and input timely notes in the lead in Centah as events unfold.

There may be instances where a member's escalation will need Costco's involvement or a member contacts senior management at Costco, please work with your Costco Account Manager. We will work together to come to a realistic resolution with the members.

Settlement Agreements

Costco Settlement and Release Agreements are used to resolve member's claims or issues related to their project. This Agreement will release all parties for any current or future claims. A dealer should not provide their *own* settlement agreement to members for Costco orders. Settlement Agreements should be used for:

- Compensation greater than $500, or 10% of the contract price, in the form of a Costco Shop Card or check
- Additional, substantial repair, or removal work in connection with the Project's Work Order

Please reach out to your Costco Account Manager for drafting the offer. Our Legal department will create the Settlement Agreement and it will be sent via DocuSign for all parties to sign.

Risk Management (Property Damage and Bodily Harm Claims)

If a member claims there is damage to their home or property, or claims illness or injury, related to their project, you must inform your Costco Account Manager **immediately**!

- Costco has a Risk Management department to help guide you and the member through the claim and insurance processes as needed.
- If your insurance company decides to settle and release the claims with the member, it is required for you to indemnify and release Costco of any and all claims by naming Costco as a released party.
- If you need a Settlement Agreement drafted, please provide all terms of the offer to your Account Manager.

Questions?

- The Costco Dealer Agreement provides further details of the requirements of the program.
- If you have any questions or concerns, please discuss them with your Costco Account Manager or the Assistant Buyer.

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CAMBRIA

HOME DEPOT SELECT PRODUCTS RIDER

THIS HOME DEPOT SELECT PRODUCTS RIDER ("**Rider**") is entered into between the undersigned individual or entity ("**Customer**"), and Cambria Company LLC, a Minnesota limited liability company ("**Cambria**"), effective as of the last date signed below by Customer or Cambria (the "**Rider Effective Date**").

WHEREAS, Home Depot Product Authority, LLC, a Georgia limited liability company (collectively with its affiliates, "**Home Depot**"), shall conduct a program (the "**Program**") under which fabricators and/or installers shall be hired by Home Depot to fabricate and/or install a select line of Products (the "**HD Select Products**") for in-store purchasers through The Home Depot retail stores;

WHEREAS, Cambria and Customer entered into a Product Supply Agreement (as amended from time to time, the "**Agreement**"); and

WHEREAS, Customer desires that Cambria supply HD Select Products to Customer in order for Customer to participate in the Program, as set forth in and subject to the Agreement and this Rider.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as set forth below.

1. Definitions. Capitalized terms not defined in this Rider shall have their respective meanings set forth in the Agreement.

2. Orders and Purchase Price. To place Orders for HD Select Products, Customer must be a party to a service provider agreement with Home Depot. The listing and purchase prices for HD Select Products shall be made available through Cambria's ordering platform or in another reasonably requested manner. Cambria may update the HD Select Product listing and adjust or increase such pricing on notice to Customer via email, telephone, Cambria's ordering platform, as part of an invoice or Order confirmation, or any other reasonable manner. Any HD Select Products ordered by Customer before a price adjustment or increase goes into effect shall be charged or invoiced by Cambria at the HD Select Product purchase price in effect prior to the notification of the increase; provided that such HD Select Products are ordered in the ordinary course consistent with past practices. Notwithstanding Section 1.2 of the Agreement, and except as expressly stated in this Rider, Cambria shall be responsible for shipping, crating and freight costs for HD Select Products.

3. Customer Service. Customer shall (i) fully cooperate with Cambria in the resolution of any consumer inquiries, complaints, HD Select Product warranty issues, satisfaction/guarantee issues, and response and compliance requirements relating to the HD Select Products, and (ii) provide any and all documents and information and take such further action as is requested by Cambria in connection with such matters.

4. HD Select Product Returns. Sections 2.5 and 2.6 of the Agreement shall not apply to HD Select Products. Except as expressly set forth in this Section 4, Customer may not reject, return, exchange or revoke its acceptance of any HD Select Products without Cambria's prior written approval.

4.1 Non-Conforming Products. Customer shall inspect HD Select Products within seven (7) days of delivery to Customer (the "**Non-Conforming Return Window**"). Cambria shall accept returns of Non-Conforming HD Select Products (as hereinafter defined) within the Non-Conforming Return Window. In such an event, Cambria shall replace the returned Non-Conforming HD Select Products, or, if Customer and Cambria mutually determine in good faith that timely replacement of the Non-Conforming HD Select Products is not feasible due to the prevailing project schedule, Cambria shall provide Customer a full refund of any amounts paid by Customer for such Non-Conforming HD Select Products, including the costs of freight, shipping and handling, at no additional charge to Customer. The foregoing are Customer's sole and exclusive remedies for Non-Conforming HD Select Products. Cambria shall have the right to retrieve Non-Conforming HD Select Product that Customer elects to return. All HD Select Products shall be deemed accepted and any nonconformances are hereby waived if Customer fails to provide written notice of return to Cambria within the Non-Conforming Product Window or if Customer proceeds to cut the applicable HD Select Products. For the purposes of this Section 4, "**Non-Conforming HD Select Products**" means HD Select Products delivered with scratches, chips, cracks, issues with polish, and non-matching color with respect to multiple HD Select Product orders.

4.2 Conforming Products. Cambria shall accept returns of conforming HD Select Products within sixty (60) days of delivery to Customer (the "**Conforming Return Window**") in the event that (i) Customer ordered such HD Select Product pre-template for a customer order and the customer decided to change the design selection for such HD Select Product post-template, and (ii) such conforming HD Select Products have not been cut or subjected to scratches, chips, cracks or other damage. In such event, Cambria shall provide Customer a full refund of any amounts paid by Customer for such HD Select Products. If Cambria elects to hire a third party to handle the return, Customer shall be responsible for Cambria's reasonable, out-of-pocket costs and expenses incurred for such return transportation. – or if job is canceled

4.3 Return Process. Customer shall provide any reasonably requested information and documentation to Cambria in order for Cambria to verify proposed returns under Sections 4.1 or 4.2 above. All notices to Cambria under this Section 4 must be submitted (i) in writing to Cambria Company LLC, Attn: Cambria Customer Care, 11000 West 78th Street, Eden Prairie, Minnesota 55344, (ii) by email to CustomerService@CambriaUSA.com, or (iii) by telephone at 1-866-CAMBRIA.

5. HD Select Product Exclusivity. Customer shall not, and shall not assist any third party to, purchase, sell, distribute, transfer, supply, fabricate, install, display, market, promote, sublicense, rent, lease, use, permit use of, modify, create derivatives of or make available any HD Select Products or Cambria IP (as defined below) except as necessary to fulfill its obligations under the Program.

6. Records. Upon Cambria's prior written request, Cambria shall have the right to examine, or have examined by Cambria's agent, Customer's books and records related to this Rider and the HD Select Products. Such examination may be conducted during normal business hours at Customer's offices or remotely. If an examination reveals that Customer is in violation of this Rider, Customer will promptly pay or reimburse Cambria for the reasonable costs and expenses of such examination.

7. Termination.

7.1 Termination Events. Cambria may terminate this Rider immediately for cause upon Customer's breach of Section 5 above. In addition, this Rider shall terminate (i) immediately upon the termination of the Agreement, (ii) immediately upon the termination or expiration of the

service provider agreement between Customer and Home Depot, (iii) immediately upon the termination or expiration of the supply agreement between Cambria and Home Depot, or (iv) upon written notice if the other party breaches a material term or condition of the Agreement or this Rider and fails to cure such breach within thirty (30) days of the date that written notice of the breach is provided to the breaching party. Customer shall promptly provide notice to Cambria in the event of any default, termination, or receipt of notice of default or termination under the service provider agreement between Customer and Home Depot.

7.2 Termination for Convenience. In addition, Customer or Cambria may terminate this Rider on at least sixty (60) days written notice to the other party. The parties agree that the foregoing is a reasonable period of notice for termination of this Rider.

7.3 Survival. The terms and conditions of this Rider shall survive its termination with respect to all Orders for HD Select Products confirmed prior to the effective date of termination. In addition, the following Sections of this Rider shall survive the termination of this Rider: Sections 1, 3, 4, 5, 6, 7.3 and 8 through 12.

8. Warranties. Customer represents and warrants that it shall comply with all applicable laws, regulations, policies and procedures related to Customer's obligations and performance under this Rider, the Agreement and the Program, including, without limitation, the fabrication, processing, storage, handling, packaging, installation and sale of HD Select Products and provision of Customer's services through the Program. Without limiting the foregoing, Customer must have and maintain all licenses, permits, approvals, inspections and other matters required by applicable laws, regulations, policies and procedures related to Customer's obligations and performance under this Rider, the Agreement and the Program.

9. Indemnification. Customer agrees to indemnify, defend and hold Cambria Parties harmless from and against any and all Claims arising out of or related to (i) Customer's participation in the Program, (ii) Customer's breach of this Rider or the service provider agreement between Customer and Home Depot, (iii) Customer's or its contractors' fabrication, processing, storage, handling, packaging, installation, sale, transfer, shipping and other uses of HD Select Products, and/or (iv) personal injury or death of any person or property damage which results or is alleged to have resulted from any acts or omissions of Customer, its employees, agents, contractors, subcontractors and/or any other persons for whose conduct it may be or is alleged to be legally responsible. Customer shall not compromise or settle any such Claims without the prior written consent of the indemnified party which may be withheld in the indemnified party's discretion. Upon notice to Customer, Cambria may assume the defense, settlement or compromise of any such Claims at Customer's cost and expense.

10. Post-Termination Return. Upon the termination of this Rider and the fulfillment of any pending projects that Customer is obligated to fulfill as part of the Program, Customer may return qualifying HD Select Products in its inventory to Cambria for a monetary credit in the amount of the purchase price actually paid by Customer for such qualifying HD Select Products, less a thirty percent (30.0%) restocking fee to account for Cambria's review, inspection and restocking efforts; provided that (i) Customer notifies Cambria of such intended return as set forth in Section 4.3 above within ninety (90) days of the termination of this Rider, (ii) such HD Select Products are first quality and saleable in the ordinary course, are in slab form and have not been cut, and have not been subjected to scratches, chips, cracks or other damage, all as determined by Cambria in its sole discretion (Customer shall provide any reasonably requested information and documentation to Cambria in order for Cambria to verify proposed returns), (iii) Customer is not in default under the Agreement or this Rider, and (iv) there are no pending consumer complaints, warranty or satisfaction/guarantee issues relating to Customer or the HD Select Products purchased by Customer. The foregoing sentence shall not affect either party's rights or obligations set forth in Section 4 above. Customer

shall be responsible for payment of shipping, crating, freight and related charges for any returns under this Section 10, regardless of whether Customer or Cambria provides or arranges for return shipment.

11. Dispute Resolution. Customer agrees that any Dispute arising out of or related to a dispute in which Home Depot is a named party may, at Cambria's sole discretion, be (i) mediated, (ii) be resolved by arbitration administered by the American Arbitration Association under its commercial arbitration rules and conducted in Atlanta, Georgia, and/or (iii) be located in either the U.S. District Court for the Northern District of Georgia, Atlanta Division, or the Superior Court of Cobb County, Georgia.

12. Miscellaneous. This Rider shall be incorporated into and become a part of the Agreement upon signature of an authorized representative of each party. The terms of this Rider are intended to supplement and apply in addition to the Agreement only with respect to the Program and the HD Select Products. To the extent of any direct and irreconcilable conflict between this Rider and the Agreement, this Rider shall control but only with respect to the Program and the HD Select Products. This Rider shall not operate as a release or waiver of any party's obligations under the Agreement. This Rider may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one instrument. By signing below, each individual represents that he or she has full power and authority to bind the respective party to this Rider.

IN WITNESS WHEREOF, the parties have signed this Rider to be effective as of the Rider Effective Date.

CUSTOMER	**CAMBRIA COMPANY LLC**
By: Adriana Callas	By:
Title: President	Title:
Date: 1/14/20	Date:

Countertops – Program I
California

Dealer Name: Aegean Stoneworks, Inc. AL
Dealer No: 373332-00

COSTCO SPECIAL ORDER KIOSK HOME IMPROVEMENT DEALER AGREEMENT – Program I

This Costco Special Order Kiosk Home Improvement Dealer Agreement **("Agreement")** is made and entered into on 11/26/19 **("Effective Date")** by and between

(1) COSTCO WHOLESALE CORPORATION, a Washington corporation, with its principal business office located at 999 Lake Drive, Issaquah, Washington 98027 (hereinafter **"COSTCO"**), and

(2) AEGEAN STONEWORKS, INC., a California corporation, with its principal business office located at 880 N. Eckhoff Street, Orange, California 92868 (hereinafter **"DEALER"**).

RECITALS

A. COSTCO owns and operates membership retail warehouse clubs and an Internet e-commerce site and is committed to providing to its Members the highest quality products and services at the lowest possible price.

B. DEALER is an independent contractor engaged in the business of promoting, selling, ordering, delivering and installing home improvement products.

C. COSTCO operates a special order program for the promotion and sale of residential home improvement products and services at warehouses in the United States and may advertise the Product on its Internet e-commerce site. COSTCO enters into agreements with subcontractors in the United States for the installation of the Product.

D. DEALER wishes to participate in the COSTCO special order program.

DEFINITIONS

The terms set forth below have the following meaning:

1. **"Co-Branded Website"** refers to the website that the Product manufacturer may establish, operate and maintain for Members to obtain information about the Product to be sold by COSTCO.

2. **"COSTCO Cash Card"** refers to the cash card offered to Members by COSTCO as a member benefit for the purchase of the Product.

3. **"COSTCO Confidential Information"** refers to information, whether written, oral, recorded on tapes, disks or in any other media or format, about COSTCO or its products, services or Members including, without limitation, information that COSTCO designates confidential or which, under the circumstances surrounding disclosure or receipt, ought to be treated as confidential. Confidential Information includes, without limitation, the terms and conditions of this Agreement, Payment Information, Personal Information, marketing plans and techniques, pricing and merchandising strategies, order handling, processes and procedures, general business plans and techniques, and information relating to product plans, know-how, forecasts, and/or sales or financial information.

4. **"COSTCO Premises"** and **"Warehouse(s)"** refers to the United States COSTCO warehouse buildings, COSTCO parking lots and any other COSTCO premises.

5. **"COSTCO Program"** refers to the COSTCO special order program for the promotion and sale of certain residential home improvement products and services at Warehouses and the Site.

6. **"DEALER Agent(s)"** refers to DEALER's employees, agents, representatives and subcontractors.

7. **"DEALER Confidential Information"** refers to information, whether written, oral, recorded on tapes, disks or in any other media or format, about DEALER or its products, services or customers including, without limitation, information that DEALER designates confidential or which, under the circumstances surrounding disclosure or receipt, ought to be treated as confidential. Confidential Information includes, without limitation, marketing plans and techniques, pricing and merchandising strategies, order handling, processes and procedures, general business plans and techniques, and information relating to product plans, know-how, forecasts, and/or sales or financial information.

8. **"Graphics"** refers to the digital materials provided to COSTCO by the Product manufacturer or DEALER which contain photographs, text, trademarks and copyrights and are used for the Kiosk display, brochures and any other Marketing Materials.

9. **"Installation Warranty"** refers to the written warranty DEALER or DEALER Agents provide to Members with respect to the installation services. The Installation Warranty must be for a period of one (1) year from the completion of the Order or such longer period of time as may be prescribed by Law.

10. **"Kiosk"** refers to a display unit designed and provided by COSTCO.

11. **"Law"** or **"Laws"** refers to all federal, state and local laws, statutes, rules, regulations, standards, codes, orders, directives, treaties, judicial and administrative decisions and ordinances, whether now in force or hereafter enacted.

12. **"Marketing Materials"** refers collectively to all Graphics, brochures, advertisements and any other materials or communications approved by COSTCO and used in the promotion of the COSTCO Program at the Warehouses and on the Site.

13. **"Member"** refers to any person who purchased a COSTCO membership and has the right to purchase goods and services from COSTCO.

14. **"Member Premises"** refers to the residence or other location designated by Member for delivery and installation of the Product.

15. **"Order"** refers to a Member's purchase of the Product (including installation services) from COSTCO and includes the scope of work agreed to and the order specifications as set forth in the Order Form, Sales Contract and Work Order.

16. **"Order Form"** refers to the COSTCO Special Order Purchase Order Form.

17. **"Personal Information"** refers to information that, directly or indirectly, relates to an individual (including, without limitation, Members, COSTCO employees and independent contractors). Personal Information includes, without limitation, names, addresses, telephone numbers, e-mail addresses, Payment Information, credit card numbers, bank account numbers, financial information, and other similar information related to the sale and/or purchase of the Product.

18. **"Product"** refers to the custom countertops sold through the COSTCO Program and/or other products mutually agreed upon by the parties in writing, and shall also include the instructions, disclosures, delivery services and installation services, and any materials or equipment used to install the Product.

19. **"Product Warranty"** refers to any written warranty the Product manufacturer offers to Members with respect to the Product.

20. **"Records"** refers to DEALER's books, records, reports, forecasts, telephone logs, potential accounts, anticipated sales, Sales Contracts, Order Forms, Work Orders, brochures, Member complaints, contracts, payment records, communications or documents between (a) DEALER and Members, (b) DEALER and

COSTCO, and (c) DEALER and DEALER Agents, and any other information or documents normally kept relating to the COSTCO Program.

21. **"Sales Contract"** refers to the sales agreement between COSTCO and Member, including all consumer notices required by Law.

22. **"Site"** refers to COSTCO's Internet e-commerce site located at www.costco.com.

23. **"Staffed Event"** and **"Staffed Kiosk"** refers to the staffing by DEALER or DEALER Agents, at a designated location in a Warehouse, for the sole purpose of generating COSTCO Program leads.

EXHIBIT

Exhibit A: Member Service Expectations

AGREEMENT

In consideration of the representations, covenants and conditions set forth herein, COSTCO and DEALER (collectively, the **"parties"**) agree as follows:

1. **SCOPE OF WORK.** COSTCO contracts with DEALER as an independent contractor to provide all labor, materials, tools, supplies, vehicles, equipment, supervision and services necessary for the proper performance and completion of Orders. COSTCO shall offer the COSTCO Program at agreed upon Warehouse locations, and COSTCO may promote the COSTCO Program on the Site.

2. **CONSTRUCTION MEANS AND METHODS.** DEALER shall be solely responsible for all construction means, methods, details, techniques, sequences and procedures for all Orders, and shall supervise and coordinate all aspects of its work using its expertise.

3. **INDEPENDENT BUSINESS ENTITY.**

(a) DEALER represents and warrants that it is actively engaged in an established business providing products and installation services to customers other than COSTCO Members.

(b) DEALER expressly understands and agrees that it is not required or expected to work exclusively for COSTCO.

(c) DEALER agrees to pay when due all federal, state and local taxes applicable to its business operation and the performance of its obligations under this Agreement.

(d) DEALER represents and warrants that it is not a party to any agreement or understanding, and there is no other impediment or restriction that limits, prohibits or prevents DEALER from entering into this Agreement.

(e) The parties specifically agree that no franchise or fiduciary relationship is created by this Agreement and the parties specifically disclaim any such relationship between them. DEALER has not paid nor agreed to pay any direct or indirect fee, royalty or other consideration for the rights conferred on it hereby. DEALER represents, warrants and promises that DEALER shall not claim, either while DEALER is providing services for COSTCO or after the relationship with COSTCO ends, that DEALER is or was a COSTCO franchisee.

(f) DEALER expressly understands and agrees that DEALER is providing services to COSTCO as an independent contractor. DEALER and DEALER Agents are not, and are not to be treated as, employees of COSTCO or of any of its affiliates for any purpose whatsoever. DEALER

promises that it will not claim that DEALER or any DEALER Agent was a COSTCO employee or that DEALER or any DEALER Agent is entitled to any type of employee benefit including, without limitation, workers' compensation or unemployment compensation.

(g) DEALER may, with COSTCO's express authorization, deal with Members on COSTCO's behalf to secure Orders and to collect payments.

4. **DEALER AGENTS.** DEALER represents and warrants that:

(a) DEALER and DEALER Agents shall deliver and install all Products and associated equipment, systems and materials in a manner consistent with industry standards and according to the specifications set forth by the Product manufacturer and the Order.

(b) DEALER shall use only DEALER Agents who are trained, experienced, skilled and professionally licensed/registered (as required by Law) to perform its obligations under this Agreement and any Order.

(c) COSTCO is not an employer or joint employer of DEALER or any DEALER Agent, and neither this Agreement nor any activity undertaken in connection with this Agreement will create an employee-employer relationship, a joint employment relationship or a guarantee of a future offer of employment. DEALER shall not, and shall ensure that all DEALER Agents do not, make any statements or engage in any conduct that would lead someone to believe that COSTCO is an employer or joint employer of DEALER or any DEALER Agent.

(d) DEALER shall be solely liable and responsible for providing DEALER Agents all compensation and benefits. COSTCO shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, workers' compensation, taxes or other compensation, benefits or taxes for any DEALER Agent provided by or on behalf of DEALER. DEALER shall disclose in writing this information to each DEALER Agent performing any services under an Order or this Agreement.

(e) DEALER agrees that if DEALER or any DEALER Agents ever claim entitlement to salary, wages, workers' compensation, unemployment compensation, or other benefits as a result of the relationship with COSTCO, DEALER will pay COSTCO's reasonable legal fees and costs to defend the relationship before any state or federal agency or in any court of law or before any arbitrator, as well as pay any damages, fines, or penalties COSTCO may have to pay as a result of DEALER's breach of this Agreement.

(f) DEALER shall ensure that in performing its obligations with respect to this Agreement, it and DEALER Agents shall comply with all Laws including, but not limited to, construction, home improvement, building, licensing, environmental, consumer privacy, data security, security breach, unemployment compensation laws, workers' compensation laws, the Internal Revenue Code, the Fair Labor Standards Act, the Immigration Reform and Control Act, federal and state anti-discrimination laws, state labor codes and employment laws, the Occupational Safety and Health Act, the National Labor Relations Act, the Family and Medical Leave Act and the Employee Retirement Income and Security Act.

(g) DEALER shall be fully responsible and liable to COSTCO for the acts and omissions of its DEALER Agents, and their respective employees, agents, representatives and subcontractors.

(h) DEALER shall timely pay DEALER Agents for any amounts due and owing for materials, supplies or services performed in connection with this Agreement or an Order.

(i) DEALER is not a party to any agreement with any third party to pay a commission, finder's fee or any similar payment in connection with this Agreement, unless such agreement has been disclosed in writing to COSTCO.

(j) DEALER shall, and shall ensure that DEALER Agents, comply with the Member Service Expectations as set forth in **Exhibit A** of this Agreement.

5. DEALER AGENT BACKGROUND CHECKS. As a means of ensuring the safety of Members, before DEALER Agent enters upon COSTCO Premises or Member Premises, DEALER agrees to screen DEALER Agent (including employees and non-employees) by conducting a lawful background check upon DEALER Agent. The check must include, at a minimum:

(a) A nationwide criminal history database search with county level follow-up searches for any records found;

(b) A county level criminal history search for each county of DEALER Agent's residence for the last seven (7) years; and

(c) A statewide sex offender registry search as allowed by Law.

The background check must be performed by a screener accredited by the National Association of Professional Background Screeners. DEALER agrees to evaluate every background check on an individual basis in accordance with the Law. To the fullest extent permitted by Law, and in accordance with any regulations or administrative guidance, DEALER shall not authorize or permit any DEALER Agent to enter upon COSTCO Premises or Member Premises who has, within the past seven (7) years, been convicted of (or released from incarceration for) a felony involving violence, theft, fraud or controlled substances or who is currently on a sex offender registry. COSTCO may require that DEALER certify on an annual basis that it is complying with this background check obligation. DEALER accepts responsibility and liability for compliance with all Laws related to the conduct of background checks. Further, COSTCO reserves the right to run a background check in compliance with this provision on any DEALER before DEALER enters upon (i) COSTCO Premises to staff a Staffed Event or Staffed Kiosk or (ii) Member Premises.

6. CONTRACTOR LICENSING.

6.1 DEALER License(s) DEALER represents and warrants that it holds current, active contractor and home improvement licenses and/or registrations as required by Law.

6.2 Scope of License DEALER is solely responsible for procuring and maintaining all licenses, registrations and permits necessary for it to perform work under this Agreement and an Order, and shall ensure that its DEALER Agents procure and maintain the same. DEALER agrees that neither DEALER nor DEALER Agents shall perform any work outside the scope of their applicable licenses and registrations.

6.3 DEALER Agent Salespersons DEALER shall ensure that all DEALER Agents who sell the Product to Members on Member Premises are registered with the state contractor board as home improvement salespersons, where required by Law.

6.4 Contractor License Notice (Applies only to installation services performed in California) Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

7. PRODUCTS; MEMBER BENEFIT LETTER; COSTCO PROGRAM LEADS.

7.1 Products DEALER shall offer the Product, delivery services and installation services to COSTCO for resale to its Members.

7.2 Representations and Warranties DEALER represents and warrants that:

(a) The Product is free from defects and has adequate warnings and instructions;

(b) All materials used to manufacture and install the Product for Members' Orders are new and first quality as originally manufactured;

(c) DEALER is authorized to sell every Product and service it sells to COSTCO for resale to Members; and

(d) The Product shall be shipped, imported, marked, labeled, certified, sold, delivered and installed in compliance with all applicable Laws.

7.3 Additional Purchases and Sales of the Product If Member decides to make additional purchases of the Product, and if the COSTCO Program is still in effect, DEALER agrees that it shall process additional purchases and sales in the same manner as the original transaction.

7.4 Additional Purchases of Other Products and Services DEALER and DEALER Agents may offer or sell to Members products and services that DEALER sells in its core business, and which are not sold through any existing COSTCO home improvement program, provided:

(a) DEALER provides COSTCO written notice;

(b) DEALER and DEALER Agents advise Members verbally and in writing that COSTCO is not involved in the sale;

(c) DEALER and DEALER Agents do not use Sales Contracts or any other COSTCO paperwork in connection with the sale; and

(d) DEALER and DEALER Agents are properly licensed to perform the services offered to Members.

7.5 Member Benefit Letter If COSTCO, in its sole discretion, elects to provide Member with a COSTCO Cash Card as a Member benefit for purchasing from the COSTCO Program, then DEALER or DEALER Agent, during the initial in-person appointment with Member, shall present the COSTCO Member Benefit Letter provided to DEALER by COSTCO. The dollar amount of the COSTCO Cash Card shall be based on qualifying purchases (excluding tax). Unless mutually agreed to otherwise in writing by the parties, COSTCO shall issue and mail the COSTCO Cash Card to Member within four to six weeks following COSTCO's receipt of the confirmation of completion of the Order. DEALER agrees that it will cover the cost of the COSTCO Cash Card by authorizing COSTCO to deduct the dollar amount of the COSTCO Cash Card (plus shipping and handling) from any payment owed to DEALER by COSTCO under the Agreement. This amount is subtracted from the amount COSTCO pays DEALER for the Product. This amount is not an offset, but is rather a part of the calculation of the purchase price.

7.6 COSTCO Program Leads **DEALER shall ensure that DEALER and DEALER Agents direct all Member leads and sales of Products to COSTCO and shall not divert or redirect Member leads or sales of the Product to DEALER or any other business or person.**

8. PROMOTION OF COSTCO PROGRAM.

8.1 Kiosks The COSTCO Program will be offered to Members through a Kiosk at select Warehouses.

8.2 Staffed Kiosks On certain dates to be mutually agreed upon by DEALER and COSTCO, DEALER or DEALER Agent will provide individuals to work at Staffed Kiosks to generate COSTCO Program leads. Any change in the Staffed Kiosk dates must be approved in advance by COSTCO. COSTCO reserves the right to revise the schedule of Staffed Kiosks as needed.

8.3 Staffed Events The COSTCO Program will be offered to Members through Staffed Events at select Warehouses. On certain dates to be mutually agreed upon by DEALER and COSTCO, DEALER or DEALER Agent will provide individuals to work at Staffed Events to generate COSTCO Program leads. Any change in the Staffed Event dates must be approved in advance by COSTCO. COSTCO reserves the right to revise the schedule of Staffed Events as needed. Any Product samples and other display materials used for the Staffed Event shall be provided by DEALER, at its sole cost and expense.

8.4 W-2 Employee Staffing Requirements Any DEALER Agent who performs services at a Staffed Kiosk or Staffed Event must be a W-2 employee either of DEALER or of DEALER Agent(s). Any breach of this provision by DEALER and/or DEALER Agent(s) shall be a material breach of this Agreement.

8.5 Floor Space COSTCO shall provide the Warehouse floor space for the Kiosks, Staffed Kiosks and Staffed Events, at COSTCO's sole cost and expense. The location and size of the floor space will be determined by COSTCO and may be changed by COSTCO, at COSTCO's sole discretion.

8.6 The Site and Co-Branded Website COSTCO and the Product manufacturer may agree to promote the COSTCO Program on the Site and the Co-Branded Website. DEALER agrees to service any leads from the Site and the Co-Branded Website as set forth in this Agreement.

9. MARKETING MATERIALS.

9.1 Maintaining Supply of COSTCO Program Brochures DEALER shall be responsible for maintaining a sufficient supply of COSTCO Program brochures for the Kiosks and Staffed Events.

9.2 Approval of Marketing Materials All brochures and any other Marketing Materials must be approved in advance in writing by COSTCO, subject to its sole but reasonable discretion; provided, however, that COSTCO's approval of any such Marketing Materials shall not waive COSTCO's rights or relieve DEALER of its obligations and representations regarding the Marketing Material's compliance with applicable Laws.

9.3 Ownership and Use DEALER acknowledges that COSTCO owns all rights in the Kiosks and the templates used to design the Marketing Materials. DEALER shall not use such templates for any purpose other than for preparing Marketing Materials. The parties shall use the Marketing Materials only in connection with the promotion and sale of the Product through the COSTCO Program.

10. THIRD PARTY CALL CENTER. COSTCO utilizes a third party service provider for order scheduling, management, fulfillment of inquiries and purchases made through the COSTCO Program and for the storage of all required paperwork for each Member purchase. Member inquiries shall be routed to DEALER for callback. DEALER agrees to respond to all Member calls after receiving notification from COSTCO or the call center.

11. SALES CONTRACTS; WORK ORDERS; CHANGE ORDERS.

11.1 COSTCO Sales Contracts and Order Forms DEALER acknowledges and agrees that DEALER and DEALER Agents shall:

(a) Use the Sales Contract and Order Form provided to DEALER by COSTCO for every Order, as such documents may be amended by COSTCO from time to time;

(b) Not alter the Sales Contract or Order Form provided to DEALER by COSTCO, unless specifically authorized in advance to do so in writing by COSTCO;

(c) Print and maintain a sufficient supply of the current Sales Contract, at DEALER's sole cost and expense;

(d) Leave Member with an accurate and completed copy of the Sales Contract at the time of purchase, and verbally inform Member of his or her right to cancel the Sales Contract;

(e) Complete the Order Form when Member signs the Sales Contract and include on the Order Form a general description and total costs of materials and services purchased; and

(f) Not provide Members any document containing terms or conditions relating to the purchase and/or installation of the Product other than the Sales Contract, Work Order and Order Form, unless the document is specifically approved in advance in writing by COSTCO.

11.2 Ownership and Use COSTCO owns all rights in the Sales Contract and Order Forms.

11.3 Work Orders For each Order, DEALER shall provide to Members a written description of the materials to be provided and the services to be performed (**"Work Order"**). The Work Order shall be provided by DEALER, at its sole cost and expense. The Work Order must include detailed specifications and scope of work including, but not limited to, brand names, model numbers, quantities, measurements, sizes, colors, diagrams, plans, designs and drawings, and must comply with all applicable Laws. DEALER agrees that any Work Orders, or other designs, plans, diagrams or drawings prepared for Members are accurate, legally compliant and meet the specifications set forth in the Order.

11.4 Change Orders All changes to an Order must be in writing and signed by DEALER and Member. Change orders must document all changes including, but not limited to, changes in the price, product, measurements, colors, sizes or installation location at the Member Premises. DEALER shall collect payment for all changes resulting in additional labor or materials and shall deliver payment to COSTCO. Member shall receive the COSTCO Cash Card benefit based on the modified Sales Contract amount.

11.5 Electronic Signatures If the Sales Contract or any other documents are signed using electronic signature, DEALER shall, and shall ensure that DEALER Agents, complete the transaction using procedures and an electronic signing system which are both in full compliance with the Uniform Electronic Transaction Act (**"UETA"**) and the Federal Electronic Signatures in Global and National Commerce Act (**"ESIGN"**), as each is applicable, and ensure Member has received electronically a fully completed and executed copy of the signed paperwork prior to leaving the Member Premises.

12. **PAYMENT PROCEDURES FOR MEMBER ORDERS.** DEALER shall, and shall ensure that DEALER Agents, comply with COSTCO's procedures for payment by Members for Orders as such procedures may be amended by COSTCO in writing from time to time.

13. **MEMBER ISSUES.** Each party shall notify the other party of any Member complaint or concern that the party is unable to resolve to Member's satisfaction within thirty (30) calendar days of the complaint. DEALER shall notify COSTCO of Member's failure to pay COSTCO in full for a completed Order within three (3) calendar days of completion of the Order.

14. **THIRD PARTY SUBCONTRACTORS.** DEALER may at its discretion engage independent contractors to obtain results under an Order (herein referred to as **"subcontractors."**) DEALER is responsible for all work performed by its subcontractors and remains responsible for proper completion of the Order. DEALER represents and warrants that it shall ensure that all subcontractors:

(a) Maintain insurance as set forth in this Agreement and provide DEALER with a Certificate of Insurance naming Costco Wholesale Corporation and DEALER as "Additional Insureds" with respect to General Liability and Automobile Liability policies;

(b) Maintain current contractor or home improvement licenses/registrations in the specialty classification for the work being performed and are limited to performing only work for which licensed; and

(c) Are background checked by DEALER as set forth in this Agreement.

15. FORCED LABOR, CHILD LABOR, ABUSE AND EXPLOITATION. DEALER represents and warrants that it shall not, and shall ensure that DEALER Agents shall not, use any form of slave labor, forced, bonded and indentured labor, illegal prison labor or illegal child labor, or physically abuse their workers, engage in human trafficking or sexual exploitation. Any violation of this provision shall be considered a material breach of this Agreement. COSTCO reserves the right to immediately terminate this Agreement, cancel Orders, and/or require corrective action be taken. DEALER shall be liable for all related damages incurred by COSTCO.

16. SAFETY. DEALER shall, and shall ensure that DEALER Agents, perform all obligations under this Agreement in full compliance with all Laws affecting the work and safety of its workers. DEALER assumes the sole obligation and duty to provide a safe place to work, in compliance with all applicable Laws for DEALER and DEALER Agents at the Member Premises. DEALER agrees to provide all safety equipment required to do the job, and agrees to reimburse COSTCO for any liability incurred by COSTCO as a result of safety violations committed by DEALER or DEALER Agents.

17. CLEAN UP AND HAZARDOUS MATERIALS.

17.1 Clean Up DEALER shall, and shall ensure that DEALER Agents, at all times during its performance of an Order, keep the Member Premises clean and free from debris resulting from DEALER's and DEALER Agent's work. DEALER shall ensure all materials are recycled and disposed of as required by Law.

17.2 Hazardous Materials DEALER represents and warrants that it and DEALER Agents shall comply with applicable Laws related to the generation, use, handling, storage, transportation, disposal, discovery, disruption and/or exposure to hazardous materials in connection with DEALER's or DEALER Agent's performance of services and use of materials for an Order. DEALER shall be solely responsible for the proper characterization and management of such materials and wastes and for any fees, taxes or other costs incurred in connection therewith.

17.3 Asbestos Both parties agree that dealing with asbestos requires specialized training, processes, precautions and licenses. Therefore, the scope of Orders does not contemplate the handling of asbestos. Upon discovery of asbestos in the work area, DEALER shall immediately stop work and notify COSTCO and Member of the situation. Member must then contract with a properly licensed contractor for removal of the asbestos before DEALER may proceed with work on an Order.

17.4 EPA 608 Certifications Any person who performs maintenance, service, repair or refrigerant disposal that could be reasonably expected to release refrigerants into the atmosphere requires an Environmental Protective Agency (**"EPA"**) 608 Certification. Prior to performing any such work, DEALER represents and warrants that it and its DEALER Agents hold the required certification and are in good standing with the EPA.

17.5 California Proposition 65 DEALER represents it is fully aware of, and agrees to comply with California Proposition 65 (Cal. Health & Safety Code Section 25249.5 et seq.) and its implementing regulations (27 Cal. Code Regs. Section 25600 et seq.), as well as COSTCO's policy regarding Proposition 65 compliance, including the following:

(a) The Product must not contain chemicals known to the State of California to cause cancer or reproductive toxicity; or

(b) Any exposure to the chemical(s) in question from use of the Product is in compliance with federal and California standards, including specifically Proposition 65, so as to not require a warning; or

(c) The Product must carry a warning label or be accompanied by an appropriate Proposition 65 warning that complies with California law.

Costco does not allow in-store shelf-signs or other warning signs. DEALER agrees that Proposition 65 warnings must be on or accompany the Product or its packaging *and be visible to or shown to Members prior to purchase.* If the Product carries a Proposition 65 warning label, DEALER agrees to advise COSTCO of the exact warning language to place on the Site and the Sales Contract.

17.6 Renovation, Repair, and Painting Rule DEALER represents and warrants as follows:

(a) DEALER agrees that DEALER shall be responsible for and shall ensure that DEALER and DEALER Agents comply with the federal Renovation, Repair, and Painting Rule (40 CFR 745 Subpart E) and/or any equivalent state law (collectively **"the Rule"**) including, but not limited to, requirements for certification, work practice standards, record-keeping, record retention, pre-renovation notification, on-site direction and training of uncertified workers, testing and reporting;

(b) DEALER shall be responsible for and shall ensure that a certified renovator is present at the Member Premises and shall use only trained workers who have received specific on-the-job training from a certified renovator, or DEALER may delegate the work to DEALER Agents who are properly and currently certified to perform the work subject to the Rule;

(c) DEALER shall, and shall ensure that DEALER Agents, comply with COSTCO's Lead Safe Work Practices Guidelines, as they may be amended in writing by COSTCO from time to time, and prepare, complete and retain a copy of all documentation required under the Rule, each signed and dated, and deliver to COSTCO; and

(d) If DEALER delegates the work to DEALER Agents, DEALER shall collect all documentation required under the Rule from DEALER Agents, retain such Records and deliver to COSTCO.

18. PERMITS AND INSPECTIONS.

18.1 Permits DEALER shall be responsible for ensuring that:

(a) DEALER and DEALER Agents advise Members about any required building permits, tests, approvals and inspections prior to the start of work;

(b) Unless required otherwise by Law, DEALER and DEALER Agents timely obtain all required building permits prior to the start of any work; and

(c) The work passes applicable tests, approvals and inspections upon completion of an Order. DEALER shall bear the cost of re-inspection if required.

18.2 Inspections COSTCO is interested only in the results delivered by DEALER and recognizes that the performance is dependent upon the unique and specialized skills of DEALER and DEALER Agents. However, the work contemplated in this Agreement must meet the final approval of COSTCO and shall be subject to COSTCO's general right of inspection to ensure satisfactory completion. COSTCO may designate a representative who shall at all times have access to the Member Premises (with Member's approval) for

purposes of observing and inspecting the work being performed by DEALER and DEALER Agents and to evaluate whether or not such work is being performed in accordance with the provisions of this Agreement and an Order. DEALER agrees that inspection by COSTCO, however, shall not constitute control, acceptance or approval of any act or omission by DEALER or DEALER Agents.

19. PRODUCT AND INSTALLATION WARRANTIES.

19.1 Product Warranty DEALER shall, and shall ensure that DEALER Agents, instruct Members on product operation and maintenance, and provide Members with owner's manuals and the Product Warranty at the time the Order is completed.

19.2 Installation Warranty; Correction of Work DEALER is solely responsible and liable for honoring the Installation Warranty and any guarantees, representations or warranties, either express or implied, it makes about the Product or installation services, and shall require each DEALER Agent to do the same. DEALER shall correct any defective materials or workmanship and any incomplete or non-conforming Order (**"Defect"**) which appears within a period of one (1) year from the completion of the Order, within such longer period of time as may be required by Law or by any written warranty provided to Member (**"Warranty Period"**). If any claim is made that a Defect developed during the Warranty Period, DEALER agrees to promptly repair or replace the Defect immediately without cost to COSTCO or Member. If DEALER fails to remedy the Defect, COSTCO shall, in its sole discretion, and unless otherwise prohibited by applicable Law, have the right to have the Defect corrected at DEALER's expense. DEALER agrees to pay COSTCO for such amount and/or hereby authorizes COSTCO to deduct such amount from any sums then due or thereafter becoming due to DEALER from COSTCO.

19.3 Liability for Installation Warranties COSTCO shall have no liability or responsibility for honoring the Installation Warranty, or any other guarantees, representations or warranties provided to Member by DEALER or DEALER Agents.

20. INTELLECTUAL PROPERTY.

20.1 COSTCO Intellectual Property The ownership of the trademarks, copyrights, Kiosks and design templates for Marketing Materials and other intellectual property owned by or under license to COSTCO and/or its affiliates, which include COSTCO WHOLESALE (and all derivatives thereof) and KIRKLAND SIGNATURE (and all derivatives thereof) (collectively referred to herein as **"COSTCO Intellectual Property"**) shall remain vested in COSTCO and/or such affiliates as the case may be, and neither DEALER nor DEALER Agents shall have rights or interest in COSTCO Intellectual Property. DEALER agrees that prior to using any COSTCO Intellectual Property in any manner, DEALER will obtain prior written consent and comply with COSTCO's LOGO Guidelines. Any permitted use of COSTCO Intellectual Property by DEALER or DEALER Agents will inure to the sole benefit of COSTCO, will always remain subject to COSTCO's exclusive control, in its sole discretion, and will not result in any independent ownership or usage rights by DEALER or DEALER Agents in any COSTCO Intellectual Property. DEALER shall not, and shall ensure DEALER Agents do not, contest, directly or indirectly, the ownership, validity or enforceability of any COSTCO Intellectual Property, and DEALER shall not use any intellectual property confusingly similar to the COSTCO Intellectual Property.

20.2 DEALER Intellectual Property DEALER is the sole owner of, or is licensed to use, all trademarks, trade dress, trade names, copyrights, patents, logos, and symbols used in the United States in connection with the Product, including the Graphics and any software programs used by DEALER to prepare design plans, diagrams or drawings for the Product (collectively referred to herein as **"DEALER Intellectual Property"**). COSTCO shall not use any DEALER Intellectual Property, except as provided in this Agreement. COSTCO shall not contest, directly or indirectly, the ownership, validity or enforceability of any DEALER Intellectual Property, and COSTCO shall not use any intellectual property confusingly similar to the DEALER Intellectual Property.

20.3 Representations and Warranties DEALER represents and warrants that:

(a) DEALER is the sole owner of, or is licensed to use, the DEALER Intellectual Property and that use of DEALER Intellectual Property as provided in this Agreement will not infringe upon or in any way violate the rights of any third parties;

(b) The Product, the Graphics and any design plans, diagrams or drawings prepared for Members in connection with the Product will not infringe upon or in any way violate the rights of any third parties; and

(c) Neither DEALER nor DEALER Agents have the right to use COSTCO's name or logo on its website or any other marketing materials unless it has obtained prior written approval from COSTCO.

21. CONFIDENTIAL INFORMATION; PERSONAL INFORMATION; SECURITY; AUDITS.

21.1 COSTCO Confidential Information DEALER and DEALER Agents will be exposed to or receive COSTCO Confidential Information. DEALER agrees, both during and after the close of the business relationship with COSTCO, to hold COSTCO Confidential Information in the strictest confidence, not to disclose COSTCO Confidential Information to any third party and to use the same solely for the purpose of performing under this Agreement. DEALER shall, however, be permitted to disclose relevant aspects of COSTCO Confidential Information (a) where COSTCO has given its prior written consent; or (b) to its officers, employees and other DEALER Agents, attorneys, or auditors of a public accounting firm, solely on a need-to-know basis in order to perform its obligations under this Agreement, provided that such officers, employees and third parties are obligated to protect COSTCO Confidential Information to the same extent as required under this Agreement. DEALER shall give COSTCO notice immediately upon learning of any unauthorized use or disclosure of COSTCO Confidential Information.

21.2 DEALER Confidential Information COSTCO and its employees will be exposed to or receive DEALER Confidential Information. COSTCO agrees, both during and after the close of the business relationship with DEALER, to hold DEALER Confidential Information in the strictest confidence, not to disclose DEALER Confidential Information to any third party and to use the same solely for the purpose of performing under this Agreement. COSTCO shall, however, be permitted to disclose relevant aspects of DEALER Confidential Information (a) where DEALER has given its prior written consent; or (b) to its officers, employees, attorneys, or auditors of a public accounting firm, solely on a need-to-know basis in order to perform its obligations under this Agreement, provided that such third parties are obligated to protect DEALER Confidential Information to the same extent as required under this Agreement. COSTCO shall give DEALER notice immediately upon learning of any unauthorized use or disclosure of DEALER Confidential Information.

21.3 Exceptions to Confidential Information COSTCO Confidential Information and DEALER Confidential Information shall not include information that the receiving party can conclusively establish to the disclosing party's satisfaction:

(a) Has entered the public domain through no fault of the receiving party and no wrongdoing by another party;

(b) Was already known by the receiving party from a source other than the disclosing party without any obligation of confidentiality and independent of performance pursuant to this Agreement;

(c) Is or was rightfully in the receiving party's possession prior to disclosure by the disclosing party without any obligation of confidentiality; or

(d) Was independently developed by or for the receiving party (i) without the use of any Confidential Information of the disclosing party and (ii) independent of performance pursuant to this Agreement.

21.4 Confidential Information Owned by Others It is COSTCO's policy not to improperly obtain or use confidential, proprietary or trade secret information that belongs to other parties. DEALER shall not use for COSTCO's benefit, or disclose to COSTCO, proprietary or secret information that belongs to others, unless DEALER discloses to COSTCO that the information belongs to another party and both COSTCO and the owner(s) of the information in question expressly consent in writing to the disclosure and use.

21.5 Legal Process Requiring the Disclosure of Confidential Information In the event a party is served with any subpoena or other legal process requiring or purporting to require the disclosure of any Confidential Information of the other party, the party served shall promptly notify the other party and shall cooperate fully with the other party and its legal counsel in challenging, opposing, seeking to limit or appealing any such legal process to the extent deemed appropriate by the other party.

21.6 Return of Confidential Information At the termination of this Agreement or upon written request of COSTCO, DEALER shall promptly return or destroy all COSTCO Confidential Information and all copies thereof. DEALER shall require the same of all DEALER Agents. Upon request, DEALER shall furnish COSTCO written notice certifying destruction. Notwithstanding the foregoing, DEALER may retain COSTCO Confidential Information as is necessary to enable it to comply with its reasonable document retention policies. Any retained COSTCO Confidential Information shall remain subject to Section 21 of this Agreement, notwithstanding any termination of this Agreement.

21.7 Personal Information; Security; Payment Industry Rules

(a) ***Ownership of Personal Information.*** DEALER acknowledges that in performing this Agreement, DEALER and DEALER Agents may be provided with or otherwise receive Personal Information. COSTCO owns all right, title and interest to all Personal Information.

(b) ***Use of Personal Information.*** DEALER shall not, and shall ensure that its DEALER Agents do not, access, collect, use, store, transmit, disclose, delete, or destroy (**"Handle"**) Personal Information for any purposes other than those necessary to perform DEALER's obligations under this Agreement. By way of example and without limitation, DEALER shall not, and shall ensure that its DEALER Agents do not, (i) disclose, grant access to or otherwise provide Personal Information to any third party; (ii) rent, sell or barter any Personal Information; (iii) identify, promote or otherwise disclose such Personal Information in a manner that identifies any person or entity as a COSTCO Member; (iv) use any Personal Information for any direct or indirect solicitation or marketing purposes; or (v) otherwise use any Personal Information in contravention of this Agreement.

(c) ***Destruction of Personal Information.*** Subject to Section 21.6 above, DEALER shall ensure that any Personal Information in the possession of a DEALER Agent is returned to DEALER or destroyed upon completion of an Order, and that DEALER Agent retains no additional copies of any Personal Information after completion of an Order.

(d) ***DEALER Responsibility.*** DEALER acknowledges that it and each DEALER Agent is responsible for the protection and security of any and all Personal Information (including but not limited to the individual numbers used to identify credit cards and any other payment card accounts of a Member which it Handles).

(e) ***Establish Security Safeguards.*** DEALER shall, and shall ensure that its DEALER Agents, establish, implement and maintain physical, technical, administrative and organizational safeguards (collectively **"Safeguards"**) that prevent any Handling of Personal Information that this Agreement does not expressly authorize. By way of example and, without limitation, this includes DEALER and DEALER Agents having an information security program and policy that meets the highest standards of best industry practice to safeguard Personal Information and, at a minimum, includes: (i) a software or hardware-based network firewall; (ii) up-to-date

anti-virus, spam and malware detection programs installed on all computers, tablets, phones, servers and other computing devices (collectively **"Devices"**); (iii) secure user authentication methods; and (iv) encryption technology as set forth in this Agreement.

(f) ***Encryption and Security Mechanisms.*** DEALER shall, and shall ensure that its DEALER Agents, encrypt all Personal Information and Order information Handled in electronic form by DEALER and any DEALER Agents, both at rest and during transmission, (i) with a minimum of 128-bit SSL encryption or in accordance with industry encryption standards (whichever is more protective); and (ii) in accordance with any policies or procedures provided by COSTCO to DEALER in connection with this Agreement.

(g) ***Payment Industry Compliance.*** DEALER shall, and shall ensure that its DEALER Agents, (i) comply with the data security rules and policies of any applicable payment network or organization including, but not limited to, the Payment Card Industry Data Security Standards, developed and published by the Payment Card Industry Security Standards Council from time to time and the NACHA Operating Rules, developed and published by NACHA from time to time, for protecting credit and debit cardholder information and automated clearing house (**"ACH"**) information (collectively, **"Payment Information"**), as the same may be amended, updated, replaced or augmented (collectively, the **"Payment Rules"**); (ii) not commit any act or omission that causes COSTCO to be in violation of the Payment Rules or to be fined, sanctioned or otherwise penalized under the Payment Rules; and (iii) comply with all COSTCO instructions as to the Handling of Payment Information.

(h) ***Payment Forms; Costco Portal.*** By way of example and without limitation, DEALER shall, and shall ensure that its DEALER Agents, (i) only collect Payment Information on COSTCO provided forms (**"Payment Forms"**) or on the COSTCO order/payment portal designated by COSTCO (**"Costco Portal"**); (ii) only store completed Payment Forms in secure cabinets or safes; (iii) restrict access to such secure cabinets and safes; (iv) not create any additional copies of completed Payment Forms, copy or store any information entered into the Costco Portal, take any screenshots of the Costco Portal or otherwise create any additional copies of the information on the Costco Portal; (v) timely deliver all Payment Forms to COSTCO as required by COSTCO; (vi), unless otherwise directed by COSTCO in writing, securely destroy all Payment Forms immediately after entering the Payment Data onto the Costco Portal; and (vii) never retain the CVV or authorization code after entering the Payment Data onto the Costco Portal. For the avoidance of doubt, all Payment Information is Personal Information.

(i) ***Personnel Training.*** DEALER shall, and shall ensure that its DEALER Agents, ensure the reliability of any personnel who Handle Personal Information including, without limitation, by performing background checks upon such personnel (where permissible under applicable Law), by assigning specific and necessity based access privileges to such personnel, and by ensuring that all such personnel have undergone training in data protection, privacy, and data security.

(j) ***COSTCO Policies.*** DEALER shall, and shall ensure that its DEALER Agents, comply with any and all policies and/or procedures related to data protection, privacy, data security or other similar policies provided by COSTCO to DEALER in connection with this Agreement.

(k) ***Breach of Applicable Law.*** DEALER shall not, and shall ensure that its DEALER Agents do not, commit any act or omission that violates or causes COSTCO to be in violation of any Law related to data protection, privacy or data security.

(l) ***Data Breach Notification.*** DEALER shall ensure that it immediately notifies COSTCO of any breach or suspected breach of security by DEALER or DEALER Agent with respect to Personal Information, including but not limited to, any suspected (i) unauthorized Handling of Personal Information; or (ii) unauthorized access to or loss or theft of a Device.

(m) ***Individual and Government Requests.*** DEALER shall immediately notify COSTCO of (i) any individual requests or complaints in relation to DEALER or DEALER Agent's Handling of Personal Information; and (ii) any notices of investigation or non-compliance received by DEALER or any DEALER Agent from any governmental or regulatory authority or agency, related to the Handling of Personal Information.

(n) ***Cooperation and Assistance.*** DEALER shall, and shall ensure that its DEALER Agents, cooperate and assist COSTCO, at no cost to COSTCO, in connection with investigating and responding to any breach or suspected breach or any request or communication received relating to Handling of Personal Information.

(o) ***Backup and Disaster Recovery.*** DEALER shall, and shall ensure that its DEALER Agents, provide at least industry standard backup and disaster recovery systems and procedures to protect COSTCO Confidential Information including, without limitation, Personal Information, as well as DEALER's and DEALER Agents' own systems that DEALER and DEALER Agents use to perform DEALER's obligations under this Agreement.

21.8 Security Audit of DEALER Upon reasonable advance notice and at a mutually agreed upon time, COSTCO may, once a year, conduct, or arrange for an independent third party to conduct, an audit of DEALER's internal systems and procedures for the Handling and protection of COSTCO Confidential Information including, without limitation, Personal Information. DEALER agrees to cooperate with COSTCO and use commercially reasonable efforts to address any shortcomings identified by the audit within thirty (30) days following receipt of COSTCO's security audit report. The cost of such audit shall be paid by COSTCO.

21.9 Security Audit of DEALER Agents DEALER shall, once a year, at a minimum, conduct an audit of DEALER Agents' internal systems and procedures for the storage, retention and protection of COSTCO Confidential Information including, without limitation, Personal Information, to determine whether such internal systems and procedures comply with all requirements and obligations of DEALER under this Agreement, and provide a copy of such audit to COSTCO upon request. The cost of such audit shall be paid by DEALER. If any DEALER Agent fails to resolve any shortcomings identified by an audit within thirty (30) days following DEALER Agent's receipt of a copy of the audit, DEALER shall immediately prohibit the relevant DEALER Agent from performing work for the COSTCO Program and notify the COSTCO corporate contact of the removal.

21.10 Third Party Audit Reports Upon request by COSTCO, DEALER shall (a) provide copies of any third party audit reports including, but not limited to, network scan reports, network security audit reports and reports generated by any payment processor initiated audit; and (b) arrange for COSTCO to receive copies of any such reports pertaining to its DEALER Agents.

21.11 Remediation DEALER shall, and shall ensure that its DEALER Agents, address and resolve any suspected, alleged or actual breaches of this section including, without limitation, the obligations relating to confidentiality and the Handling of Personal Information, to the sole satisfaction of COSTCO and at no cost to COSTCO.

22. PAYMENT.

22.1. Payment Terms

(a) COSTCO shall pay DEALER on a "per project/job" basis for services in connection with each Order. DEALER agrees that COSTCO's cost to purchase the Product from DEALER is 90% of the Sales Contract amount paid by Member less the cost of the COSTCO Cash Card and shipping and handling charges (if applicable). DEALER accepts payments under this Agreement as an independent contractor.

(b) DEALER agrees that COSTCO's method of payment to DEALER is not intended to, and shall

not affect, DEALER's duty and discretion to determine the rate and method of pay to its DEALER Agents.

(c) COSTCO shall not be obligated to make payment to DEALER until DEALER completes an Order, Member provides final approval of DEALER's work, and DEALER submits all completed documentation as directed by COSTCO.

(d) COSTCO shall issue payment to DEALER within fifteen (15) calendar days, unless the parties mutually agree otherwise, after the COSTCO corporate contact receives and approves the completed Order documentation.

(e) COSTCO's payment to DEALER will reference COSTCO's P.O. Number.

22.2 Payment is Not Acceptance If COSTCO pays DEALER for a completed Order, DEALER understands and agrees that such payment will not operate as COSTCO's acceptance or approval of any part of DEALER's or DEALER Agent's work, and such payment will not mean that COSTCO accepts the Order as fulfilled or completed.

22.3 Proof of Payment Upon COSTCO's Request Before COSTCO is required to make any payment to DEALER under an Order, DEALER shall, in a form acceptable to COSTCO, furnish COSTCO, upon COSTCO's request, written releases from any DEALER Agents or other creditors contemplated by applicable Laws that have furnished to DEALER or Member any labor, services, equipment and materials for an Order, confirming that each has been paid in full for all amounts due and owing in connection with the Order.

22.4 Claim Forms DEALER shall submit any claims to COSTCO regarding unpaid invoices, partial payments, rebate or audit deductions, etc. on a Costco Wholesale Standard Vendor Claim Form.

22.5 No Delays DEALER shall under no circumstances delay the delivery or installation of any Product based on a delay in payment by COSTCO or a payment dispute with COSTCO.

23. **FACTORING.** DEALER shall not assign or factor its account with COSTCO without prior written notice by DEALER to COSTCO's accounting department. Said assignee or factoring third party is only entitled to the payment validly owed to DEALER and said assignment does not confer upon assignee or factor any other rights. Once the account has been assigned to a third party, the assignment shall not be changed or discontinued without the prior written consent of both DEALER and such third party and prior written notice to COSTCO's accounting department.

24. **WARRANTY FULFILLMENT FUND.** Upon termination of this Agreement, and not withstanding any other obligation or duty under this Agreement by either party, DEALER acknowledges and agrees to maintain a warranty fulfillment fund with COSTCO as follows:

(a) The warranty fulfillment fund shall be an amount equivalent to ten (10) percent (or such lesser amount to be determined by COSTCO in its sole discretion) of the total amount of Orders for the COSTCO Program performed by DEALER in the twelve (12) month period prior to the date of notice of termination (**"fulfillment fund amount"**);

(b) Strictly as a convenience to DEALER and COSTCO, both parties agree the fulfillment fund amount, if not deposited by DEALER with COSTCO upon notice of termination of this Agreement, may be withdrawn by COSTCO from any amounts due DEALER under this Agreement;

(c) The warranty fulfillment fund shall be used to remedy claims by Members relating to an Order, warranty work, COSTCO Cash Card payments to Members and/or DEALER's or DEALER Agent's breaches under this Agreement in the event that DEALER fails to timely remedy (**"Warranty Claims"**); and

(d) All unused monies in the warranty fulfillment fund shall be returned to DEALER no later than eighteen (18) months after the date of termination of this Agreement if at that time there are no pending Warranty Claims or at which time all pending Warranty Claims are resolved, whichever is later.

25. SALES TAX. The Product may be considered a fixture for sales and use tax purposes. DEALER shall invoice COSTCO in compliance with all applicable state sales and use tax Laws regarding the resale of fixtures installed onto real estate. This can include application of sales or use tax to DEALER's cost of materials if required under the laws of the state where installation is performed. If the Product is not considered a fixture, COSTCO's purchase is a purchase for resale and DEALER's pricing should be exclusive of all sales, use and like taxes. If claiming the resale sales tax exemption, COSTCO will provide DEALER with valid tax exemption (resale) certificates upon DEALER's request. DEALER's invoicing COSTCO for any tax or fee shall constitute a warranty that DEALER is duly registered with the agency that levies the tax or fee. If DEALER does not remit the tax or fee to the appropriate agency, and/or if the same tax or fee is subsequently assessed by the agency against COSTCO, DEALER shall reimburse COSTCO for all amounts of tax or fee COSTCO has remitted to DEALER to date and DEALER shall defend, indemnify and hold harmless COSTCO against all losses, penalties, interest, expenses (including reasonable attorneys' fees) and costs (including expert witness fees) incurred by COSTCO as a result of DEALER's failure to remit the tax or fee.

26. PROGRAM REPRESENTATIONS. DEALER shall ensure that DEALER and DEALER Agents: (a) accurately represent the COSTCO Program, the Product and the relationship between DEALER and COSTCO to Members and other third parties; (b) do not make any misrepresentations or biased opinions regarding the Product; and (c) do not make false claims about Product performance or savings, nor engage in fraudulent or deceitful conduct in the offer, sale or installation of the Product.

27. RECALLS. In the event the Product or any component thereof is the subject of a recall (which includes safety notices) or other action required to bring the Product into compliance with this Agreement, the Product Warranty or the Law, DEALER shall be responsible for working with the Product manufacturer and COSTCO to implement the recall.

28. COMPLIANCE WITH LAWS. DEALER agrees to give prompt written notice to COSTCO of any facts it learns indicating that DEALER, any DEALER Agent or the Product is not in compliance with any applicable Laws or any provision of this Agreement. COSTCO reserves the right to cancel any Order if it reasonably believes the Product or Order does not comply fully with the requirements of this Agreement.

29. NO RELIANCE. DEALER acknowledges and agrees that it may not rely on any verbal or written representations made by COSTCO concerning DEALER's legal and licensing obligations.

30. TERMINATION.

30.1 Notice by DEALER DEALER may terminate this Agreement without cause upon sixty (60) calendar days' prior written notice.

30.2 Notice by COSTCO COSTCO may by written notice to DEALER immediately terminate this Agreement for cause upon the occurrence of any of the following:

(a) The dissolution, liquidation or sale of DEALER, or sale of substantially all the assets of DEALER;

(b) The voluntary or involuntary commencement of a bankruptcy proceeding in which DEALER is the debtor;

(c) The appointment of a receiver for DEALER or over any of the assets or property of DEALER;

(d) The receipt by COSTCO of a writ of garnishment or other similar proceeding to collect a debt from DEALER;

(e) Discovery of any audit discrepancy based on any audits as referenced throughout this Agreement;

(f) COSTCO in good faith determines that DEALER or DEALER Agents diverted or redirected leads and/or sales of the Product from the COSTCO Program to DEALER, DEALER Agents or any other business or person;

(g) DEALER's assignment of this Agreement without the written consent of COSTCO;

(h) DEALER is no longer doing business or becomes unable to pay its debts as they become due;

(i) DEALER is no longer able to secure the Product for an Order and/or is unable to complete an Order in a timely manner, as determined by COSTCO in its sole discretion;

(j) COSTCO in good faith determines that DEALER or DEALER Agents demonstrate the lack of fitness to meet COSTCO Program standards;

(k) DEALER is no longer selling, installing, repairing or servicing the Product;

(l) COSTCO receives notice from DEALER's supplier of the Product that the supplier will no longer be supplying one or more Products and/or any related support services to DEALER or COSTCO in connection with the COSTCO Program. DEALER will notify COSTCO immediately upon receiving any such notice from its supplier;

(m) DEALER or DEALER Agents fail to maintain an active contractor and home improvement license/registration as required under this Agreement and the Law;

(n) DEALER fails to meet sales expectations as established by COSTCO;

(o) Any act or omission by DEALER or DEALER Agents that would trigger COSTCO's right to indemnity pursuant to this Agreement; or

(p) Any material breach of this Agreement by DEALER or DEALER Agents.

30.3 Upon Notice of Termination COSTCO may remove the Kiosk from the Warehouse floor, stop the referral of telephone inquiries to DEALER and cancel any scheduled Staffed Kiosks and Staffed Events, at any time between the date COSTCO gives or receives notice of termination and the date of termination. COSTCO reserves the right to replace the Kiosk with another dealer's display for the same or similar products or any other products at any time after removing the Kiosk from the Warehouse floor.

30.4 Effect of Termination The termination rights provided in this Agreement are absolute. Prior to entering into this Agreement, the parties considered the possibility of expenditures necessary to prepare and perform the terms of this Agreement and the possible losses and damages incident to them in the event of termination of this Agreement. The parties acknowledge and agree that neither party shall be liable to the other party, any agents or any other person for damages in any form, by reason of a party's exercise of its right to terminate this Agreement in accordance with the terms hereof.

30.5 Upon Termination Upon termination of this Agreement by either party, DEALER agrees to the following:

(a) DEALER shall arrange to pick up and remove any Product samples and any display materials provided by DEALER from all Warehouses within three (3) calendar days following the date of

termination or later if mutually agreed between the parties, in writing. If DEALER fails to remove any samples or materials within the three-day period or as mutually agreed, DEALER agrees that COSTCO has the right to immediately destroy or maintain possession of such samples and materials without notice. COSTCO shall not be liable to DEALER for the Product samples or materials destroyed.

(b) DEALER shall timely service any leads and complete all Orders accepted by DEALER prior to termination unless (i) Member objects or (ii) COSTCO notifies DEALER otherwise.

(c) DEALER shall continue to honor any Installation Warranty obligations under all Orders and this Agreement and any contractual obligations that survive termination of this Agreement.

(d) DEALER shall deliver to COSTCO any Order paperwork and Member payments due (i) which accrued prior to the date of termination and (ii) which accrue after such date with respect to leads and work-in-progress, in accordance with the same terms and conditions as set forth in this Agreement.

(e) DEALER shall not be paid for any unauthorized performance of an Order after the date of termination.

(f) DEALER shall, and shall ensure DEALER Agents, cease to represent in any manner that it has a business relationship with COSTCO or is otherwise associated with COSTCO.

31. RECORDS; REPORTS; AUDITS.

31.1 Records DEALER agrees to maintain, and promptly submit to COSTCO, upon COSTCO's reasonable request, true and accurate Records. Upon completion of an Order, DEALER agrees to promptly scan and download to COSTCO's third party service provider all Order paperwork including, but not limited to, the Purchase Order, Sales Contract, Work Order, change order, Homeowner's Acknowledgment of Receipt of the Renovate Right Pamphlet, EPA lead safe work practice forms, building permit and inspection report.

31.2 DEALER's Maintenance of Records for Five (5) Years DEALER shall maintain and safely secure all Records for a period of five (5) years from the date Member signed the Sales Contract or such longer period of time as is required by Law. At the end of the five (5) year period, DEALER shall destroy all such Records, and shall ensure its DEALER Agents destroy such Records, unless otherwise obligated to maintain under applicable Laws or to satisfy warranty obligations. Any such Records remaining in the possession or control of DEALER and/or its DEALER Agents shall be maintained in compliance with the applicable requirements of Section 21 of this Agreement.

31.3 COSTCO's Right to Audit COSTCO shall have the right from time to time, on reasonable notice through accountants or representatives, to audit DEALER's Records. DEALER shall make all such Records available for such examination.

31.4 Audit Discrepancies If any audit discloses that the payments made by Member for the Product exceed the amounts reported or remitted to COSTCO by DEALER or DEALER Agent, DEALER shall immediately pay to COSTCO, upon written request, (a) the cost of such audit, and (b) the dollar amounts in excess of the amounts reported or remitted by DEALER.

32. INDEMNITY BY DEALER. DEALER shall indemnify, defend and hold harmless COSTCO, its present and former subsidiaries, affiliates, and their respective officers, directors, employees, agents, representatives, successors and permitted assigns (collectively **"COSTCO Indemnitees"**) from and against all claims, actions, liabilities, damages, losses, fines, penalties, judgments, sanctions, expenses (including reasonable attorneys' and experts' fees) arising out of any of the following:

(a) Any actual or alleged breach by DEALER or DEALER Agents of any obligation, responsibility, representation, agreement or warranty, or failure to perform by DEALER or DEALER Agents under this Agreement and/or any Order;

(b) Any actual or alleged infringement or misappropriation of any patent, trademark, trade name, trade dress, copyright or other right related to the Product (including any designs, plans, diagrams or drawings prepared in connection with the Product), DEALER Intellectual Property, and any materials prepared by DEALER and provided to COSTCO or any Member under this Agreement;

(c) Any actual or alleged claim by any DEALER Agent arising out of the Agreement and/or any Order;

(d) Any act, activity, omission or misrepresentation by DEALER or DEALER Agents in connection with the Product, Order or any service, including all claims and actions relating to any activities performed on COSTCO Premises, Member Premises, and the use of any vehicle, equipment, fixture, material or product by DEALER Agents in connection with the COSTCO Program or while on COSTCO Premises or Member Premises;

(e) Any actual or alleged injury to any person (including but not limited to any actual or alleged injuries to DEALER and DEALER Agents), damage to property, or any other damage or loss, by whomever suffered, claimed to result in whole or in part from (i) acts, activities or omissions by DEALER or DEALER Agents, (ii) any actual or alleged defect in the Product, whether latent or patent, including, any alleged failure to provide adequate warnings, labeling or instructions, or (iii) any actual or alleged improper or defective installation of the Product by DEALER or DEALER Agents;

(f) Any actual or alleged failure by DEALER or DEALER Agents to comply with the federal Renovation, Repair, and Painting Rule (40 CFR 745 Subpart E) or any equivalent state law;

(g) Any actual or alleged violation of any Laws by DEALER or DEALER Agents including, but not limited to, Laws relating to any Order, any service under this Agreement or the Product, its manufacture, shipment, import, sale, labeling, weights and measurements, use, assembly, or any failure to provide an MSDS or certification;

(h) DEALER's actual or alleged failure to pay any DEALER Agent for any amounts that DEALER Agent claims is due and owing for performing any services under this Agreement or related to the performance of an Order under this Agreement;

(i) Any actual or alleged misrepresentation or biased opinion made by DEALER or any DEALER Agent regarding the Product;

(j) Any actual or alleged claim, audit or investigation relating to any actual or alleged failure to comply with any Laws; such Laws include, but are not limited to, employment laws related to any DEALER Agent, including but not limited to, any failure: (i) to pay compensation or benefits owed; (ii) to pay unemployment compensation, taxes or workers compensation premiums; (iii) to withhold taxes or to pay FICA or FUTA; or (iv) to maintain records;

(k) Any claim threatened or brought by a DEALER Agent against COSTCO arising out of any occurrence taking place while the Agent was on COSTCO Premises, a Member Premises or otherwise directly or indirectly related to DEALER's obligations under this Agreement; or

(m) Any hazardous materials generated, used, stored, handled, transported or disposed of by DEALER or DEALER Agents from or in any way related to this Agreement.

These indemnities and obligations of DEALER shall not be affected, expanded or limited in any way by COSTCO's extension of warranties to its Members, or by any approval, specifications, act or omission of COSTCO. DEALER shall have no obligation to defend, hold harmless and indemnify COSTCO for COSTCO's gross negligence or intentional wrongful acts as determined in a final judgment by a court of competent jurisdiction.

33. INSURANCE.

33.1 Coverage Required DEALER shall obtain and maintain the policies listed below. At the end of the business relationship with COSTCO, DEALER agrees to maintain equivalent insurance for three (3) years thereafter.

(a) Commercial General Liability (including liability arising from premises, independent contractors, product and completed operations, personal and advertising injury and contractual liability coverage), with a minimum of $2,000,000 each occurrence; $4,000,000 General Aggregate limit; and $4,000,000 Products and Completed Operations Aggregate limit, written on an occurrence form. Insurance shall be written on a world-wide basis.

(b) Workers' Compensation Insurance with statutory limits and Employers' Liability (Stop-Gap Liability in monopolistic State Workers Compensation Fund states) insurance with minimum limits of $1,000,000 per accident for bodily injury and property damage. Such insurance shall contain a waiver of subrogation endorsement in favor of Costco Wholesale and include all other states where employees perform work.

(c) Automobile Liability Insurance with $1,000,000 coverage limits per accident for bodily injury and property damage for each accident, including owned, non-owned and hired vehicles.

Coverage and limits referred to above shall not in any way limit the liability of DEALER. DEALER's failure to continuously satisfy any or all insurance requirements set forth above is a material breach of the Agreement.

33.2 Waiver DEALER specifically and expressly waives any liability limitation or immunity that it may be granted under any workers' compensation statutes that may be applicable. By signing this Agreement, DEALER hereby certifies that this waiver provision was mutually agreed and negotiated for the sole purpose of meeting DEALER's obligations related to the indemnity and insurance provisions in this Agreement. This waiver of immunity is not intended to affect DEALER's statutory immunity as it relates to claims made against DEALER by its employees, Agents, or any third parties unrelated to COSTCO Indemnitees.

33.3 Certificate of Insurance DEALER shall provide Certificates of Insurance at all times naming Costco Wholesale Corporation and/or any subsidiary, proprietary company or corporation, partnership or joint venture thereof as "Additional Insureds" with respect to General Liability and Automobile Liability policies. The above insurance shall protect all parties from all liabilities arising from (a) DEALER's indemnification obligations herein and (b) the transport or delivery of Product, regardless of whether the Product was involved in the loss insured against. DEALER's insurers must be Best's rated B+, VII or better.

33.4 Policy Changes and Limits Policy limits may not be reduced, terms changed, or the policy canceled with less than thirty (30) days' prior written notice to COSTCO. DEALER's insurance shall be primary with respect to any other insurance available to COSTCO. Policies maintained by COSTCO will be excess and noncontributory to policies maintained by DEALER.

33.5 Waiver of Subrogation All DEALER policies shall contain a waiver of subrogation by its insurance carrier against COSTCO and its insurance carrier with respect to all obligations assumed by DEALER pursuant to the Agreement. It shall be the responsibility of DEALER to ensure that its DEALER Agents comply with the above insurance requirements. Coverage and limits referred to above shall not in any way limit the liability of DEALER; provided, however, that COSTCO may adjust the limits based on the potential

risk exposure of the Product. Failure to provide a Certificate of Insurance that meets or exceeds the coverage limits set forth in Section 33.1 shall not limit or waive DEALER's obligation to provide coverage in such amounts unless mutually agreed otherwise, in writing. The limits of insurance provided shall be the greater of that set forth above, or the full per occurrence limit set forth in the insurance policy of DEALER. The coverage for the additional insured shall be at least as broad as the coverage afforded the first named insured.

34. DISPUTES AND ARBITRATION.

34.1 Arbitration All claims and disputes that (1) are between COSTCO and DEALER or their subsidiaries, parents, affiliates, officers, directors, employees and/or representatives, and (2) arise out of or relate to this Agreement or its subject matter, interpretation, performance or enforcement, or any other agreement, transaction or occurrence between COSTCO and DEALER (including any tort or statutory claim) (**"Dispute"**) shall be arbitrated by a sole arbitrator in Seattle, Washington, in accordance with the International Institute For Conflict Prevention and Resolution Rules for Non-Administered Arbitration (the **"CPR Rules"**) and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. All documents and information relevant to the Dispute in the possession of any party shall be made available to the other party not later than sixty (60) days after the demand for arbitration is served, and the arbitrator may permit such depositions or other discovery deemed necessary for a fair hearing. The arbitrator shall have the power to require discovery of third parties (including testimony and documents) to the fullest extent allowed by the laws of the State of Washington. The hearing may not exceed two (2) days. The award shall be rendered within one hundred and twenty (120) days of the demand. The parties have included these time limits to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause permit reasonable extensions which shall not affect the validity of the award. The arbitrator may award interim and final injunctive relief and other remedies, but may not award punitive, exemplary, treble, or other enhanced damages. To the fullest extent permitted by applicable law, no arbitration described herein shall be joined to an arbitration involving any other party, whether through class arbitration proceedings or otherwise. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction. Notwithstanding the above, COSTCO or DEALER may bring court proceedings or claims against each other (a) solely as part of separate litigation commenced by an unrelated third party, or (b) if not first sought from the arbitrator, solely to obtain in the state or federal courts in King County, Washington, temporary or preliminary injunctive relief or other interim remedies pending conclusion of the arbitration. In the case of contradiction between the provisions of this section and the CPR Rules, this section shall prevail. The limitations on remedies described above may be deemed ineffective to the extent necessary to preserve the enforceability of the agreement to arbitrate. If any provision or part thereof of this agreement to arbitrate is held invalid or unenforceable, it shall be so held to the minimum extent required by law and all other provisions or parts thereof shall remain valid and enforceable.

34.2 Venue; Attorneys' Fees DEALER consents to the exclusive, personal jurisdiction and exclusive venue of the federal and state courts in King County, Washington, for any court action or proceeding. The prevailing party in any arbitration or court action or proceeding shall be awarded its reasonable attorneys' fees, expenses and costs (including expert witness fees).

34.3 Governing Law This Agreement is governed by and construed according to the laws of the state of Washington without regard to conflicts of laws principles.

34.4 Limitation of Liability UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER CLAIM OR CAUSE OF ACTION, WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE; PROVIDED, HOWEVER, THAT THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO DEALER'S BREACH UNDER SECTION 21 [Confidentiality], DEALER'S OBLIGATIONS UNDER SECTION 25 [Taxes] AND DEALER'S OBLIGATIONS UNDER SECTION 32 [Indemnification].

35. FORCE MAJEURE. No delay or failure in performance by DEALER, DEALER Agents or COSTCO shall constitute default under the Agreement or give rise to any claim for damages to the extent that such delay or failure results from causes beyond the reasonable control of, and without fault or negligence of, the party whose performance is so affected. Such causes, which may be collectively referred to as **"Force Majeure"**, shall include, without limitation, acts of God or the public enemy; expropriation or confiscation of facilities; changes in law; war, rebellion, civil disturbance, sabotage, riot or act of terrorism; floods or unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophic event; strikes or other concerted acts of employees; or lockout. Such Force Majeure shall not operate to excuse, but only to delay performance. If either COSTCO or DEALER claims that its performance is affected by Force Majeure, it shall promptly give written notice to the other stating pertinent details, and shall do all things reasonably possible to remove the cause and mitigate its effects. If a Force Majeure extends for a period in excess of fourteen (14) calendar days in the aggregate, COSTCO may cancel any pending Orders.

36. GENERAL PROVISIONS.

36.1 Time Time is of the essence for each of the parties' duties under this Agreement.

36.2 Entire Agreement This Agreement, including the Recitals, Definitions and Exhibit (which are incorporated into and made a part of this Agreement by this reference), contain the entire agreement of the parties and supersede all previous verbal and written agreements and understandings regarding the COSTCO Program. In the event of a conflict between this Agreement and any other document between the parties regarding the COSTCO Program, this Agreement controls.

36.3 Prior Agreements DEALER shall continue to be responsible for all obligations and liabilities arising out of any prior agreements, addenda and any related documents between the parties related to the COSTCO Program.

36.4 Change in Control In the event of a change in control of DEALER, defined as when any person or entity, directly or indirectly, becomes the beneficial owner of 50% of the ownership interest in DEALER or obtains the rights to acquire such interest, DEALER shall provide COSTCO with written notice in advance of the change in control.

36.5 Assignments; No Third Party Beneficiary If either party assigns its rights or delegates its obligations under this Agreement without the prior written consent of the other party, such assignment or delegation is void. Subject to the foregoing provision, this Agreement inures to the benefit of and be binding upon the representatives, successors or permitted assigns of the parties. The parties acknowledge and agree that this Agreement is solely for the benefit of the parties hereto, and nothing in this Agreement is deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement.

36.6 No Exclusivity Nothing in this Agreement is intended nor will be construed as creating any exclusive arrangement with DEALER. This Agreement does not restrict COSTCO from purchasing and offering for sale the same or similar products or services from another dealer or dealers.

36.7 No Publicity Other than as specifically authorized herein, neither DEALER nor any DEALER Agent shall, without the prior written consent of a COSTCO Vice President, refer to the COSTCO Program or COSTCO in any manner in press releases, advertising or other public or promotional statements.

36.8 Amendments This Agreement may be changed and/or supplemented only by a writing executed by the parties; provided, however, that COSTCO may unilaterally amend the Order Form and Sales Contracts, which amendment becomes effective upon DEALER's receipt.

36.9 No Waiver The failure to enforce any of the provisions of this Agreement by COSTCO is not a waiver of such provision or of the rights of COSTCO to subsequently enforce the provisions of this Agreement.

36.10 Construction DEALER and COSTCO acknowledge that each party and its counsel have had an opportunity to review this Agreement and no ambiguity will be construed against any party based on a claim that the party drafted the ambiguous language.

36.11 Severability If a provision of this Agreement is ultimately held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

36.12 Counterparts This Agreement may be executed in any number of counterparts with the same effect as if all parties have signed the same document. All counterparts will be construed together and will constitute one agreement. Facsimile, PDF or electronic signatures shall be given the same legal effect as original signatures.

36.13 Headings Captions and section headings used herein are for convenience only, are not a part of this Agreement and will not be used in construing it.

30.14 Survival The following sections shall survive the termination of this Agreement: Definitions, Sections 3 (Independent Business Entity), 4 (DEALER Agents), 9.3 (Ownership and Use), 14 (Third Party Subcontractors), 18 (Permits and Inspections), 19 (Product and Installation Warranties), 20 (Intellectual Property), 21 (Confidential Information; Personal Information; Security; Audits), 24 (Warranty Fulfillment Fund), 25 (Sales Tax), 27 (Recalls), 30 (Termination), 31 (Records; Reports; Audits), 32 (Indemnity by DEALER), 33 (Insurance), 34 (Disputes and Arbitration) and 36 (General Provisions).

36.15 Notices Unless specified otherwise in this Agreement, all notices shall be in writing and shall be sent to the addresses shown at the beginning of this Agreement, or to any changed address of which a party has given written notice. Notices must be sent by overnight courier that guarantees next day delivery and will be deemed given at the time received.

(a) Notices to COSTCO shall be sent to the attention of:
COSTCO Buyer and Costco Legal Department
Special Order Kiosk Tel. No.: 425.313.8100
Tel. No.: 425.313.8100

(b) Notices to DEALER shall be sent to the attention of:
Name: Adriana Callas
Title: President
Tel. No.: 800.762.9089

In Witness Whereof, and intending to be legally bound, COSTCO and DEALER have executed this Agreement by their duly authorized employees.

COSTCO WHOLESALE CORPORATION
California Contractor License No. 858087

By: _____
Signature of AGMM

Bill Prescott
Print Name

Date: 11/29/19

AEGEAN STONEWORKS, INC.
California Contractor License No. 629204

By: _____
Signature of Owner, Officer or Other Authorized Employee

Adriana Callas / President
Print Name and Title

Date: 11/26/19

Countertops – Program I
California

Dealer Name: Aegean Stoneworks, Inc. al

COSTCO WHOLESALE CORPORATION

By: Adam Ran
Signature of Buyer

Adam Ransom
Print Name

Date: 11/27/19

EXHIBIT A

Member Service Expectations

DEALER is responsible for ensuring its DEALER Agents comply with Member service expectations set forth below at all times while on Member Premises and COSTCO Premises.

1. Professional Performance. DEALER and DEALER Agents are expected to act and appear in a professional manner in accordance with the highest standards employed by persons performing similar services at the time the activity is performed. While on COSTCO Premises, DEALER and DEALER Agents must comply with all rules applicable to all visitors while on COSTCO Premises, as available at www.costco.com ("Member Privileges & Conditions").

   (a) At all times while on COSTCO Premises or Member Premises, DEALER and DEALER Agents must act courteously, politely, and professionally.
   (b) DEALER and DEALER Agents must comply with COSTCO's Warehouse security policies.
   (c) COSTCO has a drug-free workplace, and expects DEALER and DEALER Agents to comply with a drug-free workplace.

2. Unprofessional Behavior. DEALER and DEALER Agents are expected to refrain from unprofessional behavior, including the following, while providing COSTCO Program services:

   (a) Taking digital or any type of photograph or video of Members.
   (b) Hanging signage and handing out brochures, flyers, or any advertising or informational material not pre-approved by COSTCO.
   (c) Reading or using electronic devices unless necessary to perform COSTCO Program services.
   (d) Asking COSTCO employees to assist with the duties of DEALER or DEALER Agents.

3. Identification. DEALER shall ensure no DEALER Agent wears a COSTCO identification badge or holds himself or herself out to be an employee of COSTCO.

4. Selection and Control. DEALER shall be responsible for the direction and control of all DEALER Agents who conduct services under this Agreement, including but not limited, to the selecting, hiring, firing, supervising, hours, performance standards, record-keeping, training, discipline and grievances. No DEALER Agent shall be subject to the direction or control of COSTCO in performing an Order or any other services under this Agreement. COSTCO shall have no role in selecting any DEALER Agent to perform any Order or any other services under this Agreement.

5. DEALER Responsibility. DEALER shall be responsible for all conduct, acts, activities, omissions, statements and representations made by any of its DEALER Agents or other persons or entities acting on behalf of DEALER or DEALER Agent in any activity relating to or because of this Agreement. Any failure by DEALER Agent to perform obligations or responsibilities as set forth in this Agreement shall be deemed a breach of this Agreement by DEALER.

6. Dress/Appearance. When performing services on COSTCO Premises or Member Premises, DEALER and DEALER Agents shall observe the following guidelines:

   (a) Clothing and personal appearance must be professional in nature.
   (b) DEALER and DEALER Agents shall (i) present identification and (ii) wear a uniform/badge stating the name of DEALER at all times when performing services under this Agreement at COSTCO Premises or Member Premises.

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Sears
Home Improvement Products

New Contractor Packet

All Products

Important Reminders:

* Packet must be completed in Ink
* All signatures must be original – No copies or faxes accepted

Contractor Name:	AEGEAN STONEWORKS, INC.
Company Name:	AEGEAN STONEWORKS, INC.
District Name:	Los Angeles
DPM or RPM :	Samantha Morales

Sub Initials DB AC

DocuSign Envelope ID: 8C98D7E8-585B-4E18-B6E3-366746277227

Sears District # 24569	SEARS HOME IMPROVEMENT PRODUCTS, INC. Independent Contractor Agreement	
District Name Los angeles		

GENERAL INFORMATION: **Please select 1 primary product:**

☐ Siding ☐ Windows ☐ Doors ☐ Garage Doors ☐ Kitchen ☐ Flooring ☐ Bathroom
☐ HVAC ☐ Roofing ☐ Cabinets ☐ Countertop ☐ Plumbing ☐ Electrician ☐ Insulation ☐ Duct Cleaning
☒ Other _____

SPECIFY RIDERS ATTACHED TO AND INCORPORATED INTO THIS AGREEMENT: 11/4/2019 (Note for HVAC Rider – need to capture the removal of existing systems – model and serial number information)

Indicate type of legal entity of the Contractor:
☒ Corporation ☐ Sole Proprietorship ☐ General Partnership ☐ Limited Partnership
☐ Limited Liability Company ☐ Individual

Name: AEGEAN STONEWORKS, INC.		
Management Contact Name: Adriana Callas		
Address: 880 N ECKHOFF ST		
City: ORANGE	**State:** CA	**Zip Code:** 92868
Office / Home Phone: 8007629089	**Fax:**	**Email Address:** ADRIANA@ASWCA.COM
Cellular Phone/Voicemail: 7145956370	**Best time to contact:** 9AM-5PM	
Alternate Contact Name:	**Alternate Phone:**	

THIS INDEPENDENT CONTRACTOR AGREEMENT (this **"Agreement"**) is made as of 11/4/2019, 20 (**"Agreement Date"**) by and between Sears Home Improvement Products, Inc., a Pennsylvania corporation (**"Sears"**) and the individual or entity named in the Name line of the General Information Section above (the **"Contractor"**).

WITNESSETH:

WHEREAS, Sears (1) sells various products and provides various services to its Customers (as that term is hereinafter defined) which may include some or all of the following home improvement services: siding installation and/or repair, windows installation and/or repair, door installation and/or repair, garage door installation and/or repair, kitchen remodeling and/or cabinet replacement or re-facing, bathroom remodeling and/or cabinet replacement or re-facing, HVAC installation and/or repair, roofing replacement and/or repair, replacement work, in-warranty work,

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installation repair, assembly, and other home improvement installation or repair work or service (the **"Work"**); and/or (2) desires to provide its Customers with the installation of certain Merchandise (as that term is hereinafter defined) and other services associated with the installation of such Merchandise in connection with any Service Work Order (as that term is hereinafter defined); and,

WHEREAS, Sears (for the benefit of its Customers) (1) is willing to arrange for certain Work to be performed by the Contractor and/or (2) is willing to arrange for the Merchandise to be installed by the Contractor in connection with any Service Work Order; and,

WHEREAS, Contractor represents that Contractor is experienced, competent, licensed and legally qualified to (1) provide the Work that is the subject of this Agreement and/or (2) to install the Merchandise for said Service Work Order that is the subject of this Agreement and do such installation work on behalf of Sears; and,

WHEREAS, Contractor is willing and desires to perform such (1) Work; and/or (2) Merchandise installation, and Sears is willing to have Contractor perform, such Work and/or Merchandise installation in connection with any Service Work Order only as an independent contractor and not as an employee of Sears, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is mutually agreed by Sears and Contractor as follows:

1. **Term and Administration Fee**

(a) **Term** The term of this Agreement (the **"Term"**) shall be for one (1) calendar year from the Agreement Date and thereafter for additional successive periods of one (1) calendar year each; provided however, subject to the terms and provisions of Section 24 of this Agreement, either party hereto shall have the right to terminate this Agreement at any time during the Term or the extended term, as the case may be, without cause, without penalty and without liability for any damages as a result of such termination, by giving to the other party at least thirty (30) days prior written notice of such termination. Such notice shall be given in accordance with Section 30 of this Agreement.

(b) **Administration Fee** Contractor hereby acknowledges and agrees that in consideration for being allowed to be an independent contractor for Sears in accordance with the terms and conditions of this Agreement, and simultaneously upon execution of this Agreement by Contractor, Contractor shall be assessed an administration fee by Sears in the amount of **$1000.00** (the **"Administration Fee"**). The Administration Fee may be payable in monthly installments or other type of period installment (such time periods for installment payments to be mutually agreeable to both Contractor and Sears) until the total amount of the Administration Fee is achieved by Contractor. Such Administration Fee shall be held by Sears in a non-interest bearing account and this Administration Fee may be commingled with other administration fees or funds held by Sears on behalf of all of its independent contractors. In the event Contractor shall fail, at any time during the Term of this Agreement, as same may be extended, to fulfill any of its obligations as set forth herein, Sears shall have the right to draw upon the Administration Fee and use same to complete performance or to rectify any incomplete, unperformed or failed obligation of the Contractor hereunder. In the event Sears draws upon the Administration Fee, Contractor shall immediately, upon prior written notice from Sears, restore the Administration Fee account to the total sum indicated herein. Sears may agree that any restoration of the Administration Fee account may be paid in installments by the Contractor. Upon termination of this Agreement, and provided that Contractor has completed and fulfilled all of its required obligations in this Agreement and all applicable warranty periods being made by the Contractor as set forth herein have expired, Sears shall return to Contractor any unused and remaining portion of the Administration Fee. Contractor hereby acknowledges and agrees that the Administration Fee shall not constitute a reserve or a retainage of any Service Order (as that term is hereinafter defined) nor is to be construed as an escrow holdback of any Service Order. The Administration Fee shall, for all intents and purposes and to the extent allowed by applicable law, be solely construed as a business or administration cost of being afforded the privileges and benefits of being an authorized independent contractor for Sears in accordance with the terms and conditions of this Agreement.

2. **Providing the Work.**

Service Work Order and Scope. During the Term of this Agreement, Sears may submit to Contractor, a Work order, general order, or other type of comparable order for such Work, along with a copy of the signed contract signed by Sears and the Customer for the Work (the **"Customer Contract"**), drawings, plans, specifications and such other documentation, including without limitation, any necessary permits required for said Work (with the exception of any permit for HVAC installation, electrical, plumbing and any specialty trade license or permit (hereinafter collectively referred to as the "Specialty Permit") which Specialty Permit shall be procured directly by Contractor rather than Sears) setting forth the Work (collectively a **"Service Work Order"**). Upon acceptance of a Service Work Order by Contractor, Contractor shall evaluate the location and site where the Work shall be performed (the **"Job Site"**), verify that the Work can be performed in accordance with the terms and conditions of the Service Work Order (including without limitation, the payment terms and conditions set forth in the Service Work Order applicable to Contractor and the timeline for completion of the Work as set forth in the Service Work Order), verify that any asbestos or other hazardous materials which may be located at the Job Site will not be disturbed, removed or abated as a result of performing the Work, and obtain all necessary materials and equipment (including the installation of any products, merchandise and other items sold by Sears to Customer pursuant to the Customer Contract or otherwise sold to Customer by Sears in connection with the Work (the **"Merchandise"**)) to perform all Work as specified in the Service Work Order. Subject to Section 3(b) of this Agreement, Contractor shall perform the Work in a neat, professional, good and workmanlike manner strictly in accordance with the Service Work Order. Contractor hereby assumes all of Sears' obligations under the Service Work Order and the Customer

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Contract as same is applicable to the Work. Subject to Section 3(b) of this Agreement, Contractor will perform Merchandise installation required by any Service Work Order in a neat, professional, good and workmanlike manner pursuant to the manufacturer's instructions contained in applicable owner's manuals, service manuals, installation manuals, training manuals, troubleshooting guides, technical and/or service bulletins, parts lists, exploded parts diagrams and such other documents which are provided by Sears to Contractor from time to time and as also contained in the documents which may be presented to and accepted by the Customer from Sears as same pertains to the Merchandise installation. Contractor shall not provide any Work not specified in a Service Work Order or offer for sale to a customer of Sears (**"Customer"**) any products beyond the scope of the Merchandise, those products and/or services referenced in the Service Work Order without Sears' express prior consent, which consent may be withheld in Sears' sole and absolute discretion.

3. **Performance of Service Work Order.**

(a) **Acceptance of Service Work Orders.** Prior to accepting a Service Work Order, Contractor shall first determine whether the Work can be completed in accordance with the terms and conditions of the Service Work Order and this Agreement as indicated above. If Contractor determines that the Work cannot be completed in a neat, good, professional and workmanlike manner and within the terms of the Service Work Order and this Agreement, Contractor shall immediately notify Sears. If the parties are unable to agree upon the terms for performing and completing such Work, then the tender of the Service Work Order shall be deemed withdrawn from Contractor, and if applicable, Contractor shall immediately return any Merchandise relevant to the Service Work Order to Sears or to such other location as Sears shall specify.

If (1) Customer requests work in addition to or different from the Work as specified in the Service Work Order and/or (2) upon inspection of the Job Site by Contractor, the Contractor determines that additional work beyond that specified in the Service Work Order would be required to complete the Work properly and correctly; then Contractor shall contact the project consultant (sales representative) at Sears responsible for the Work Order (the **"Sears Project Consultant"**) and notify the Sears Project Consultant of such changes. The Sears Project Consultant shall make a determination if a Contract Change Authorization (**"CCA"**) is required and if required, the Sears Project Consultant shall prepare the CCA. The Sears Project Consultant shall submit to the Customer for written approval, the CCA describing the additional work, additional expense to the Customer and method of payment. Contractor shall and proceed with the installation of the CCA only upon the written approval of the CCA by the Customer and the Sears Project Consultant. For all intents and purposes, the CCA shall be treated as a separate Work order between Sears and the Contractor.

(b) **Performance Standards.** Contractor shall perform the Work promptly and efficiently in accordance with the established trade practices in the area; all applicable laws, rules, regulations, ordinances or other lawful requirements; and the specifications of the Service Work Order as tendered to Contractor by Sears, including without limitation, the timeline for completion of the Work as strictly set forth in the Service Work Order. In the event Contractor commences a Service Work Order and fails to report to a Job Site within a forty-eight (48) hour period to perform such Service Work Order to completion, then Contractor shall be deemed to have abandoned the Work and in addition to its available remedies as set forth in this Agreement, Sears may, at is option, reassign another contractor to complete such Work pursuant to the Service Work Order and any and all additional costs and expenses incurred by Sears for reassigning such Service Work Order to another contractor shall be charged to and be due and payable from Contractor.

(c) **Certain Supplies Expenses.** Contractor will procure the Merchandise to be installed in connection with a Service Work Order from Sears at locations to be determined by Sears. Any incidental supplies (including by way of illustration, but not limited to, pipes, wires, screws and nails) required for the installation of the Work or the Merchandise (and not otherwise provided by Sears) shall be provided by Contractor at its initial expense. Upon completion of the Work, Contractor shall submit to Sears an invoice, register receipt or other evidence of purchase of such necessary incidental supplies for the Work (hereinafter collectively referred to as **"Cash Tickets"**). The Sears Project Consultant shall review the Cash Tickets and approve any and all Cash Tickets reimbursements to Contractor. Contractor shall not use any supplies or materials that contain any defect or that are not fit for the particular use. Contractor shall make no purchase or incur any expense or obligations of any kind in the name of Sears.

(d) **Contractor Duties.** In addition to other duties of the Contractor as set forth in this Agreement, the Contractor shall, at its own expense:

(i) Repair all damage to the Work caused by the Contractor or any of its employees;

(ii) Remove from the Job Site all rubbish and surplus waste material resulting from the performance of the Work and all tools, scaffolding, materials and equipment of the Contractor;

(iii) Comply with the Occupational Safety and Health Act (OSHA) of 1970, as subsequently revised, conform to the basic safety policy of Sears, and comply with all specific safety requirements promulgated by either Customer or Sears including any such requirements as set forth in the Service Work Order, and be responsible for any fines or penalties as a result of Contractor's failure to comply with such requirements;

(iv) If Contractor performs any aspect of the Work (including without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to the laws, statutes, ordinances, building codes and rules and

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regulations, Contractor shall assume full responsibility for such aspects for such Work and shall bear all costs attributable to the correction thereof or related thereto (including all fines and penalties); and,

(v) Provide Sears with a complete list of all employees, material suppliers and laborers to be utilized on any Work project upon execution of this Agreement and as requested by Sears from time to time during the Term of this Agreement, as same may be extended.

4. **Other Performance Requirements**.

(a) **Timely Service**. Completion of the Work within the time allotted and set forth in the Service Work Order is of the essence of this Agreement. Contractor shall perform the Work in accordance with the time frame specified in the Service Work Order. Contractor shall (a) provide at the Job Site the materials, equipment, laborers and supervision necessary to begin the Work upon Sears' order to do so; and (b) perform the Work and all parts thereof promptly, diligently and in such order and sequence as Sears may direct to assure the efficient, expeditious and timely completion of the Work by the date set forth in the Service Work Order. If Contractor causes delay of the Work which exposes Sears to damages under the Customer Contract for such Work, then Contractor shall be liable for such damages at its sole cost and expense if they are assessed. Contractor is responsible for documenting any delays and formally requesting any extension of time from the Sears Project Consultant and the Customer.

(b) **Defective Work.** Contractor shall provide safe, sufficient and proper facilities for the inspection of the Work by the Customer and the Sears Project Consultant or their representatives. Contractor shall, commencing with forty-eight (48) hours after receiving notice from Sears, promptly take down and remove all portions of the Work which the Owner and/or the Sears Project Consultant shall deem to be unsound, improper or in any way failing to conform to the Service Work Order. Contractor shall make good and complete all Work damaged or destroyed thereby at Contractor's sole cost and expense. Notwithstanding any other default or notice provision hereunder, failure to complete the Work in the manner set forth herein and in the time period set forth in the Service Work Order shall constitute a default by Contractor, and in addition to its available remedies as set forth in this Agreement, Sears may, at is option, reassign another contractor to complete such Work pursuant to the Service Work Order and any and all additional costs and expenses incurred by Sears for reassigning such Service Work Order to another contractor shall be charged to and be due and payable from Contractor.

(c) **Use of Subcontractors**. Contractor shall only use employees of Contractor to perform the Work *and not independent contractors or subcontractors unless Sears provides express prior written approval, which approval may be withheld in Sears' sole and absolute discretion.*

(d) **Warranty**. Contractor represents and warrants that the Work shall be free from defects in workmanship and materials and shall conform to and meet the requirements of the Service Work Order and the Customer Contract. Contractor shall furnish any separate guarantee for the Work, or the portions thereof, required under the Service Work Order. Contractor agrees to remedy to the satisfaction of Sears and the Customer, any portion or portions of the Work which prove defective within one (1) year (or such longer period as may be specified in the Service Work Order or the Customer Contract for said Work, as the case may be) from the date of completion of the Work. If within the applicable guarantee period, there is an actual or alleged defect in workmanship or materials, Contractor shall remedy such defect promptly without charge to Sears or Customer upon receipt of notice of such defect. If Contractor fails to do so on a timely basis, then Sears may have the defect corrected at Contractor's expense. Sears may withhold and use any monies then or thereafter due to Contractor as offset, reimbursement or credit for the cost of the correction, or charge back Contractor for the costs thereof. This guarantee is made on behalf of the Contractor, the Contractor entity as well as the individual license holder whose signature appears on this Agreement as the qualifying agent license holder for such Contractor entity. A breach of this guarantee hereunder shall constitute a breach of this Agreement by the Contractor, the Contractor entity as well as the individual qualifying agent license holder of the Contractor.

Sears may require Contractor to provide a written guarantee agreement or maintenance agreement to insure performance of this provision of the Agreement. All written guarantees must be signed individually or by a corporate officer, owner, partner or authorized signatory of the Contractor entity.

This provision shall survive the termination of this Agreement.

(e) **T-Shirt and Identification Card.** Sears will issue to Contractor, without any cost or other charge to the Contractor, five (5) T-shirts or Sears may issue to Contractor an identification card, which identifies Contractor as a "Sears Contractor" which Contractor and its employees may use to identify themselves to Customers. If Contractor requires any additional T-shirts, same may be provided by Sears to Contractor at a cost of $5.00 per T-Shirt to the Contractor. Contractor shall not represent himself/herself to the public as a "Sears Contractor" when not performing Work on behalf of Sears. Contractor shall return to Sears all such identification material (not otherwise purchased by Contractor) upon termination of this Agreement, and will not thereafter represent itself to the public as a "Sears Contractor."

(f) **Dedicated Communication Line.** Contractor shall maintain at its expense a local dedicated communication line which includes Internet access, local telephone line or a pager/cellular phone with voicemail capabilities, and any such other similar type of communication line as Sears may require, to receive communications from Sears, including but not limited approval notifications, updated service information and other service related information in connection with performing any Service Work Orders.

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(g) **Ozone depleting substance** If Contractor will be providing any Work for any sealed or other systems utilizing any ozone depleting substances, such as freon and chlorofluorocarbons, Contractor shall comply with all applicable federal, state and local laws, regulations, certifications and training requirements, and provide such Work only in compliance with such laws and regulations. Contractor shall provide Sears with a copy of its certification and evidence of training upon request.

5. **Insurance.**

(a) Contractor shall maintain the following types of insurance coverage with limits as required by Sears from time to time:

(i) Comprehensive General Liability Insurance and Property Damage Insurance (including Products and Completed Operations coverage).

(ii) Employer Liability and Worker's Compensation coverage as required by state law. In the event that Contractor is not required by state law to carry Worker's Compensation in order to provide the type of Work that Contractor is providing pursuant to the terms of the Agreement, Contractor shall complete a Worker's Compensation Waiver form, and submit such form to the Sears at the address set forth in Section 30 of this Agreement.

(iii) Motor Vehicle Public Liability Insurance for owned, non-owned and hired vehicles for bodily injury and property damage combined.

(b) Contractor shall obtain and maintain the insurance at its own expense, and keep it in full force during the Term of this Agreement as same may be extended. Sears shall be named as additional insured on all policies. The insurance shall be purchased from companies having a rating of A-/VII or better in the current Best's Insurance Reports published by A.M. Best Company. Policies of insurance shall provide that they will not be cancelled or materially changed without at least (30) days' prior written notice to Sears. Proof of insurance evidencing coverage shall be submitted to Sears in advance of or concurrent with the execution of this Agreement, and on each insurance policy renewal date thereafter. Contractor shall, at Sears request, provide copies of the requested insurance policies. If Contractor fails to provide Sears with such certificates of insurance or, in Sears opinion, such policies do not afford adequate protection for Sears, Sears will advise Contractor, and if Contractor does not furnish evidence of acceptable coverage within ten (10) days from the date of notice, Sears shall have the right, in addition to any other right provided to Sears as set forth in this Agreement, in its sole discretion, to withhold payments from Contractor for the entire period that Contractor rendered the Work without the required insurance. Failure to obtain and maintain required insurance shall not relieve Contractor of any obligation contained in this Agreement. Additionally, any approval by Sears of any of Contractor's insurance policies shall not relieve Contractor of any obligation contained in this Agreement, including liability for claims in excess of described limits. Contractor's insurance is primary to any valid collective insurance to Sears or affiliates.

(c) Contractor shall be responsible for any desired coverage against damage or loss to its own materials, facilities, tools, equipment, scaffolds, bracing and similar items, including builder's risk deductibles.

(d) Contractor shall furnish Sears along with the certificates of insurance required hereunder, a copy of each lost-time accident report made to Contractor's insurance carriers. Contractor shall cooperate with its insurers to facilitate the adjustment of any claim or demand arising out of operations within the scope of the Work. Nothing contained in this Section 5 shall relieve Contractor of its indemnity obligations set forth elsewhere in this Agreement.

(e) The provisions of this Section 5 shall survive the termination of this Agreement.

6. **Payment of Service Work Orders.**

Sears will pay Contractor only for (1) the Work specified in the Service Work Order, plus any CCA authorized by the Customer and the Sears Project Consultant prior to the Work being performed by Contractor. Contractor will not be paid for any Work which is not specified in the Service Work Order or an additional CCA without Sears' express prior written approval.

Sears shall pay Contractor within thirty (30) days of receipt of (i) Contractor's undisputed invoice (along with a copy of the corresponding completed Service Work Order after completion of the Work); (ii) Certificate of Completion signed by the Customer and Contractor; (iii) copy of the permits, where applicable; (iv) CCA where applicable; (v) Contractor's affidavit and sworn statement verification to Sears that the Work has been properly completed in accordance with the Service Work Order and the terms and conditions of this Agreement; and (vi) an original executed waiver of all liens from all persons who performed and/or completed the Service Work Order and/or any CCA at issue for payment (hereinafter collectively referred to as the **"Work Completion Documents"**).

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7. **Processing of Service Work Orders.**

Upon receipt and approval of the Work Completion Documents, Sears shall process the Service Work Order and remit a check for the amount set forth in the Service Work Order (with the exception of HVAC Service Work Orders) that is due and payable to the Contractor. Each Service Work Order shall contain an appropriate, agreed upon code, symbol or statement affirming Contractor's compliance with all applicable requirements of the Fair Labor Standards Act (as amended), the regulations and orders of the United States Department of Labor issued pursuant thereto and of any similar state laws and regulations. For HVAC Service Work Orders, Sears shall cause a wire transfer or other type of ACH payment to be sent to the Contractor (at a banking institution and account as directed by the Contractor) for the amount set forth in the Service Work Order that is due and payable to the Contractor. All electronic fund transfers and wire transactions shall be in accordance with National Automated Clearing House Association (NACHA) rules and in accordance with any instructions and procedures which Sears may from time to time supply. *Neither party shall be liable to the other for any indirect, special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any documents, even if the other party has been advised of the possibility of such damages.*

8. **Defense and Indemnification**

(a) **Defense** To the fullest extent permitted by law, Contractor shall, at its own expense, defend Sears and its affiliates and their respective directors, officers, employees, successors, assigns, insurers, agents, licensees, distributors and independent contractors (each a **"Sears Indemnitee"**) against any allegation (regardless of whether it is false, fraudulent or groundless, whether Contractor's obligations are applicable pursuant to the terms of Section 8(b) below, or whether it alleges any negligence, willful misconduct or culpability by Sears) in any claim, complaint, demand, investigation, suit, proceeding or cause of action that arises, directly or indirectly, from the performance of the Work or the Service Work Orders as the context requires and to the extent caused by Contractor of a breach or default under any covenant or provision of this Agreement or any law, statute, or state ordinance or any governmental administrative order, rule or regulation or arising out of any actual or alleged defect or improper service by Contractor or their respective officers, employees, or subcontractors (collectively, **"Claims"**). Contractor shall use counsel reasonably satisfactory to Sears in the defense of Claims against Sears. Sears may, at its election, take control of defense and investigation of Claims against Sears, and may employ and engage attorneys of its own choice to manage, at Contractor's cost, risk and expense, provided that Sears and its counsel shall proceed with diligence and good faith with respect thereto.

(b) **Indemnification** To the fullest extent permitted by law, Contractor shall, at its own expense, release, indemnify and hold harmless any Sears Indemnitee from any and all loss, damage, cost, expense, fines, penalty, judgment, and any other liability, including but not limited to reasonable attorneys' fees and expenses and costs of investigation incurred by any Sears Indemnitee arising out of any Claim. Contractor's failure to secure and maintain required insurance coverage will not relieve Contractor of its responsibility to indemnify a Sears Indemnitee.

In the event of a failure by Contractor to fully perform in accordance with this indemnification section, Sears, at its option and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Sears in that event shall be reimbursed by Contractor to Sears, together with interest of the same from the date any such expense was paid by Sears until reimbursed by Contractor at the rate of 18% per annum or the maximum rate allowed by law, whichever is greater.

(c) **Indemnification by Sears.** Sears shall release, indemnify and defend Contractor and its affiliates, subsidiaries, officers, directors, employees and agents and hold them harmless, from and against any and all claims, complaints, fines, penalties, causes of action, liabilities, judgments, losses, costs, damages of every kind and character, and expenses, including, reasonable attorneys' fees, (collectively, **"Sears Claims"**) to the extent they are caused by a breach of or default by Sears under any covenant or provision of this Agreement made by or to be performed by Sears or any law, statute, or state ordinance or any governmental administrative order, rule or regulation or arising out of any actual or alleged defective Merchandise actually provided by Sears to Contractor.

SEARS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS OF OR DAMAGE TO ANY PROPERTY OF CONTRACTOR OR ANY OF ITS EMPLOYEES, WORKERS, HIRED HANDS, AGENTS, SUPPLIERS, AUTHORIZED CONTRACTOR(S) OR SUBCONTRACTOR(S). SEARS SHALL NOT BE RESPONSIBLE OR LIABLE TO CONTRACTOR OR TO ANYONE CLAIMING BY, THROUGH, OR UNDER CONTRACTOR INCLUDING WITHOUT LIMITATION, CONTRACTORS DIRECTORS, OFFICERS, EMPLOYEES, WORKERS, HIRED HANDS, AGENTS, SUPPLIERS, INVITEES, LICENSEES, AUTHORIZED CONTRACTOR(S) OR SUBCONTRACTOR(S) FOR ANY LOSS OR DAMAGE THAT MAY BE OCCASIONED BY OR THROUGH THE ACTS OR OMISSIONS OF ANY PERSON OR OCCUPANT OF THE JOB SITE (INCLUDING WITHOUT LIMITATION, ANY CUSTOMER'S RESIDENCE) WHERE THE PERFORMANCE OF THE SERVICE WORK ORDERS IS BEING COMPLETED, FROM ANY CAUSE WHATSOEVER.

SEARS INDEMNIFICATION OBLIGATIONS AS SET FORTH ABOVE SHALL NOT EXCEEED THE SUM OF THE SERVICE WORK ORDER(S) AT ISSUE OR THE VALUE OF THE MERCHANDISE AT ISSUE.

(d) **Satisfaction Guaranteed** Contractor shall at all times abide by customer satisfaction policies developed by Sears and provided to Contractor, including but not limited to, the Sears motto of "Satisfaction Guaranteed". Contractor acknowledges that it is within Sears sole discretion to determine whether it is necessary to remedy substandard or non-satisfactory work and to take measures to correct such work of Contractor after providing Contractor with notice of same.

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9. **Independent Contractor**

Contractor is an independent contractor of Sears. Nothing contained in this Agreement shall be construed as creating a partnership, agency, joint venture or employment relationship and, except as otherwise expressly provided in this Agreement; neither party shall become bound by any representation, act or omission of the other party. Under no circumstances shall Contractor represent themselves as Sears employees or agents in any manner, including but not limited to, telephone directory listings or any other advertisements, except as authorized by any other written agreements between Contractor and Sears or its affiliates.

10. **Employees**

Contractor has full right to determine, and has the responsibility for, the method, manner and control of the Work to be performed under the terms and provisions of this Agreement and Contractor shall employ sufficient competent adult workers to complete the Service Work Orders promptly and satisfactorily. Contractor has the sole and exclusive right to hire, direct, supervise and discharge any worker employed by Contractor. If a Customer is not satisfied with the workmanship, quality of material or progress of any Work or Merchandise installation, Sears may, as agent for the Customer, request that Contractor and/or its workers be removed from performing such Work and/or Merchandise installation. Contractor agrees to transfer from the Job Work Site any employee or authorized subcontractor who is objectionable to Sears or a Customer for reasons of health, safety and/or security of Sears or its Customers (including property), employees and/or materials and/or whose manner impairs Sears Customers relations. Notwithstanding the foregoing to the contrary, Contractor hereby indemnifies, defends, holds harmless and releases Sears from any and all liability, whether to Sears or to its Customer (whether to persons or to real property, personal property or mixed), which stems from any negligence act, omission, misconduct, or intentional or willful acts, omissions or misconduct caused by or related to, either directly or indirectly, any worker, employee, agent, authorized subcontractor, supplier, or anyone in the employ or under the direction and/or control of Contractor, the foregoing shall also apply to any negligence hiring and retaining of any such worker, employee, agent, authorized subcontractor, supplier or any in the employ or under the direction and/or control of Contractor. Notwithstanding the foregoing to the contrary, Contractor shall disclose to Sears the names of all individuals, employees, workers, agents or authorized subcontractor that will be performing the Work and/or Merchandise installation under the terms and conditions of this Agreement.

11. **Employee Payments**

Contractor assumes full responsibility for all contributions, taxes and assessments on all payrolls, or payments otherwise required under applicable federal, state and local laws (including withholding from wages of its employees where required). If Contractor is not required under any applicable unemployment compensation law to operate under or become subject to such law but is permitted to do so, Contractor shall duly elect to be governed by and operate under such law. Contractor further agrees to comply with any other federal or state law or regulation regarding compensation, hours of work, or other conditions of employment including, but not limited to, federal or state laws or regulations regarding minimum compensation, overtime and equal opportunities for employment.

12. **Amount of Business**

It is understood that no promises or representations whatsoever have been made as to the potential number of Service Work Orders that Contractor will receive during the Term of this Agreement, as same may be extended. Sears may offer Service Work Orders to other Sears Contractors. Contractor represents and warrants that it has not incurred and does not intend to incur any expenses for additional personnel, facilities or equipment in reliance upon or in anticipation of receiving Service Work Orders from Sears, and agrees that Sears shall not be obligated for any expense incurred by Contractor in connection with any increase in the number of employees or expenditures made by Contractor for additional facilities or equipment.

13. **Publicity**

Contractor will not use Sears name, trademarks, service marks or commercial symbols or logos (**"Sears Marks"**), or reveal the existence of this Agreement in any advertising, promotional activities or publicity release and shall refrain from making any reference to this Agreement or to Sears in the solicitation of business, unless Sears has given its prior written approval to such action. Furthermore, if it becomes advisable at any time in Sears, sole discretion for Contractor to modify or discontinue the use of such Sears Marks, Contractor shall modify and/or comply immediately.

14. **Compliance**

(a) **Standards** Contractor acknowledges that complying with Sears high standards, programs and government certification programs is important to Sears. Contractor shall comply fully with all mandatory specifications, standards and operating procedures as same is provided by Sears to Contractor from time to time.

(b) **Vendor Confirmation Program** Contractor acknowledges that a background check will be conducted on all individuals who will enter the Job Site, residence, premises or will have direct contact with a Sears Customer for the Work provided under this Agreement. These individuals include all drivers, helpers and any other person, regardless of whether the individual is an employee or authorized subcontractor of

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Contractor. Furthermore, it shall be the sole responsibility of Contractor to comply with every aspects of the background check process as specified by Sears. Failure to comply with this Section 14(b) may result in the immediate termination of this Agreement.

(c) **Licensing/Permit Requirements** Contractor hereby represents and warrants that it (or its employees or subcontractors (as same are authorized and approved by Sears)) is duly licensed to perform its obligations hereunder where a license is required and shall also perform in accordance with the established trade practices and all applicable laws, rules, regulations, ordinances and other lawful requirements. Contractor shall at its own expense, obtain all licenses and permits (as applicable) which may be required under applicable federal, state or local law, ordinance, rule or regulation by virtue of an act performed by Contractor as a result of this Agreement. Furthermore, Contractor shall provide a copy of all current licenses held by Contractor to Sears. In addition, Contractor shall immediately notify Sears should Contractor (or its employees or subcontractors (as same are authorized and approved by Sears)) no longer be duly licensed to perform its obligations hereunder where a license is required during the Term of this Agreement, as same may be extended. In addition, Contractor (or its employees or subcontractors (as same are authorized and approved by Sears)) shall immediately cease performing the Work and/or Merchandise installation jobs, as the case may be, on behalf of Sears until such time as Contractor becomes licensed and proof of a valid license in accepted by Sears. A copy of all current licenses held by Contractor (or its employees or authorized subcontractors) shall be provided to Sears simultaneously with the execution of this Agreement and from time to time during the Term of this Agreement, as same may be extended.

15. **No Purchases**

Contractor shall not make any purchases or incur any obligation or expense of any kind in the name of Sears under any circumstances.

16. **Sears Property**

(a) **Returning Property** Contractor acknowledges that all inventory of product, materials, Merchandise, supplies, equipment and any and all other property of Sears as supplied and provided to Contractor by Sears for performing and completing the Work (the **"Sears Property"**), shall remain the property of Sears at all times until completion of such Work or release of such property to Sears. Contractor acknowledges that retention of any Sears Property after termination of this Agreement or at any time during the Term of this Agreement (as same may be extended) without the consent of Sears shall cause irreparable harm and damage to Sears. Therefore, upon demand, Contractor shall immediately return to Sears any and all Sears Property. Sears shall have the right, without limiting any other rights and remedies in law or equity, to an immediate injunction enjoining such refusal to release Sears Property. The provisions of this Section 16 shall survive the termination of the Agreement.

(b) **Location of Property** Contractor shall provide Sears with specific information, in such detail as Sears may request, as to the where the Sears Property shall be stored, including any facilities. Without advance notice but during regular business hours, Sears, its designated representatives and any independent inspectors approved by Sears may inspect any facilities storing the Sears Property (including any facilities owned, leased or used by Contractor.)

(c) **Risk of Loss** In the event that Contractor is in possession of any Sears Property, including without limitation, equipment, inventory or other items belonging to Sears, Contractor acknowledges and agrees that it holds such property as a bailee with the obligation to exercise the highest standard of care. Contractor shall bear the risk of damage to or loss of such property from the time the Sears Property comes into Contractor's possession until it is used in the course of rendering the Work or released to Sears.

17. **Completion of Service Work Orders**

Upon termination or expiration of this Agreement for any reason or upon Sears written request, Contractor shall faithfully and promptly fulfill all Service Work Orders received from Sears prior to the effective date of such termination or expiration consistent with the provisions of this Agreement, and return any Sears Property to Sears. Upon completion of the Service Work Orders, Contractor shall promptly submit all billing to Sears in accordance with the terms and provisions of this Agreement, however in any event; all such billing must be submitted to Sears no later than thirty (30) days after the termination or expiration of this Agreement. Upon receipt, Sears shall be obligated to faithfully and promptly pay to Contractor the amount Sears has agreed to pay hereunder with respect to such Service Work Orders less any amounts withheld pursuant to the terms of this Agreement.

18. **Confidential Business Information**

(a) **"Confidential Business Information"** means any information, whether disclosed in oral, written, visual, electronic or other form, which Sears discloses or Contractor observes in connection with Contractor's performance of its obligations under this Agreement. Confidential Business Information includes, but is not limited to, work product; Sears business plans, strategies, forecasts and analyses; Sears financial information; Sears employee and vendor information; Sears software (including all documentation and code); hardware and system designs, architectures and protocols; Sears product and service specifications; Sears purchasing, logistics, sales, marketing and other business processes; and the terms and existence of the Agreement.

(b) Contractor shall use Confidential Business Information only as necessary to perform its obligations under this Agreement. Contractor shall restrict disclosure of Confidential Business Information to its employees, agents or authorized subcontractors who have a need to

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know such information to perform its obligations hereunder and who have first agreed to be bound by the terms of this Section 18. Contractor shall require its authorized agents and subcontractors to execute a document stating such agreement. Contractor is liable for any unauthorized disclosure or use of Confidential Business Information by any of its employees, agents or authorized subcontractors. Within ten (10) days after receiving a written request from Sears, Contractor shall destroy in such a manner that it cannot be retrieved, or return (as instructed by Sears) any materials containing Confidential Business Information. Contractor shall certify to Sears that it has satisfied its obligations under this Section 18(b).

(c) The obligations under this Section 18 do not apply to any Confidential Business Information that Contractor can demonstrate: (i) is or becomes publicly available without breach of this Agreement by Contractor; (ii) is independently developed by Contractor without use of any Confidential Business Information; or (iii) is received by Contractor from a third party that does not have an obligation of confidentiality to Sears.

(d) Contractor may disclose Confidential Business Information to the extent that, in the reasonable opinion of Contractor's legal counsel, it is legally required to be disclosed. Contractor shall notify Sears within a reasonable time prior to disclosure and allow Sears a reasonable opportunity to seek appropriate protective measures.

19. **Confidential Personal Information**

(a) Contractor agrees that all information about Sears Customers provided by Sears to Contractor, including but not limited to names, addresses, telephone numbers, account numbers, customer lists, and demographic, financial and transaction information (**"Confidential Personal Information"**), shall be deemed confidential.

(b) Contractor shall use Confidential Personal Information only as necessary to perform its obligations under the Agreement. Contractor shall not duplicate or incorporate the Confidential Personal Information into its own records or databases. Contractor shall restrict disclosure of Confidential Personal Information to its employees, agents or authorized subcontractors who have a need to know such information to perform its obligations hereunder and who have first agreed to be bound by the terms of this Section 19. Contractor shall require its authorized agents and subcontractors to execute a document stating such agreement. Contractor is liable for any unauthorized disclosure or use of Confidential Personal Information by any of its employees, agents or subcontractors.

(c) Contractor shall not disclose Confidential Personal Information to any third party, including an affiliate of Contractor or an authorized subcontractor, without prior written consent of Sears and the written consent of such third party to be bound by the terms of this Section 19. Unless otherwise prohibited by law, Contractor shall (i) immediately notify Sears of any legal process served on Contractor for the purpose of obtaining Confidential Personal Information or Confidential Business Information and (ii) permit Sears adequate time to exercise its legal options to prohibit or limit such disclosure.

(d) Contractor shall establish and maintain written policies and procedures designed to ensure the confidentiality of Confidential Personal Information. Copies of such policies and procedures shall be provided to Sears upon its request.

(e) Within ten (10) days following termination of this Agreement, Contractor shall, at Sears discretion, (i) return the Confidential Personal Information to Sears, or (ii) certify in writing to Sears that such Confidential Personal Information has been destroyed in such a manner that it cannot be retrieved.

(f) Contractor shall notify Sears promptly upon the discovery of the loss, unauthorized disclosure or unauthorized use of the Confidential Personal Information and shall indemnify Sears and hold Sears harmless for such loss, unauthorized disclosure or unauthorized use, including attorney's fees.

(g) Contractor shall permit Sears to audit Contractor's compliance with the provisions of Sections 18 and 19 at any time during Contractor's regular business hours.

(h) In addition to any other rights Sears may have under this Agreement or in law, since unauthorized use or disclosure of the Confidential Personal Information or Confidential Business Information may result in immediate and irreparable injury to Sears for which monetary damages may not be adequate, in the event Contractor or any officer, director, employee, agent or authorized subcontractor of Contractor uses or discloses or in Sears sole opinion, any such party is likely to use or disclose the Confidential Personal Information or Confidential Business Information in breach of Contractor's obligations under this Agreement, Sears shall be entitled to equitable relief, including temporary and permanent injunctive relief and specific performance. Sears shall also be entitled to the recovery of any pecuniary gain realized by Contractor from the unauthorized use or disclosure of the Confidential Personal Information or Confidential Business Information.

(i) A breach of Sections 18 and 19 by Contractor shall be deemed a material breach of this Agreement pursuant to Section 24 of this Agreement.

(j) The provisions of Sections 18 and 19 shall survive the termination of this Agreement.

20. **Securing Customer Information**

Contractor shall at all times maintain any Customer lists and information regarding any Work performed by Contractor under the terms and provisions of this Agreement (the **"List"**) physically separate and distinct from any lists and information Contractor may maintain that are unrelated to this Agreement. Contractor shall protect the List and all information set forth therein from destruction, loss or theft during the Term of this Agreement, as same may be extended

21. **Sears Customers.**

All Customers and all leads and prospects resulting from Sears work belongs to Sears and the Contractor agrees to notify Sears of all such prospective jobs or Customers. All leads and prospects resulting from Contractor's non-Sears work remain the property of the Contractor. Furthermore, Contractor acknowledges and agrees that it shall be deemed a material breach of this Agreement for Contractor to solicit, recommend or sell a non-authorized Sears product or a non-authorized Sears service to a Customer. In addition, Contractor shall not leave with a Customer, any brochure, coupon, magnet, business card or any other form of advertisement that has not been previously approved in writing by Sears.

22. **Access to Premises; Audit**

Contractor shall permit Sears personnel to inspect Contractor's premises and methods of operation in connection with Services and/or Merchandise installation jobs performed hereunder at any time, and from time to time, during normal business hours. Contractor shall keep and maintain books and records which accurately reflect its operations hereunder according to consistently applied standards and generally accepted accounting practices. Sears may review and make copies of such books and records at any reasonable time and from time to time. Furthermore, Contractor shall retain such books and records for at least seven (7) years plus the current year from the date of creation or until any on-going audits have been settled, if longer.

23. **Sworn Statement of Account; Waivers of Lien.**

(a) Contractor shall furnish a Sworn Statement of Account showing the names and addresses of all parties who furnish Contractor materials, supplies or equipment with the amount due or to become due and a description of the nature of the Work and or Merchandise installation jobs, as the case may be, performed and to be performed, as often as requested by Sears.

(b) To the extent allowed under applicable law and in receipt of good and valuable consideration, Contractor hereby waives any and all rights and claims of liens which the Contractor may have for labor or materials furnished pursuant to this Agreement and any Service Work Order. Contractor shall not file any mechanic's lien or any other lien on any Sears property (whether real, personal or mixed (including without limitation, the Sears Property as defined herein)), the Customer's property (whether real, personal or mixed) or the Job Site as a result of labor or materials furnished pursuant to this Agreement. Contractor shall cause the prompt release of any mechanic's lien which may be filed against the Customer's premises or any other premises by any authorized subcontractor, laborer, mechanic or material supplier of Contractor claiming the right to file such a lien through work related to this Agreement or any Service Work Order. Contractor shall hold harmless and indemnify in accordance with the terms of this Agreement herein any Customer and Sears from any costs and expenses arising from or by reason of any lien or the release or discharge of such lien. Notwithstanding the foregoing to the contrary, Contractor shall supply the necessary waiver of lien as set forth in Section 6 of this Agreement.

24. **Default**

In the event that Contractor:

A. Fails to perform any of its obligations hereunder;
B. Fails to commence or diligently pursue the completion of a Service Work Order accepted by Contractor in accordance with Section 3 of this Agreement;
C. Becomes insolvent or file for bankruptcy;
D. Causes stoppage, delay or interfere with completion of the performance of the Work;
E. Assigns this Agreement or transfers control of its business;
F. Offers any unauthorized Work, Merchandise installation jobs or products;
G. Makes any material misrepresentation or omission in the negotiations and/or performance of this Agreement with Sears;
H. Is convicted by a trial court of or pleads no contest to a felony, or other crime or offense that is likely to adversely affect the reputation of Sears;
I. Makes any unauthorized use or disclosure of any information in violation of Sections 18 and 19;
J. Is in default of any other agreement with Sears or any of its affiliates, and such agreement is terminated as a result thereof;
K. Fails to maintain in force the insurance coverage as required by this Agreement and does not correct such failure within ten (10) days after a written notice of such failure to comply is Received (as that term is hereinafter defined);
L. Fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to comply with the same obligation under this Agreement, whether or not such failures to comply are corrected after notice of default is Received; or

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M. Fails to comply with any other mandatory specification of this Agreement, manual, standard or operating procedure prescribed by Sears and provided to Contractor and does not correct such failure within thirty (30) days after notice of default is Received;

then Sears, without prejudice to any other remedy which Sears may have as set forth herein, upon forty-eight (48) hours from Contractor's receipt of written notice from Sears (unless another time frame is specifically specified to the contrary as indicated above), delivered by Sears to Contractor pursuant to Section 30 of this Agreement, may declare the Contractor to be in default and declare this Agreement to be breached by the Contractor, and may exercise any or all of the following options:

i. Remedy such default utilizing such persons or firms and such equipment and materials as may be necessary for that purpose, and Contractor shall forthwith pay Sears the amount of all costs incurred thereby together with interest of the same from the date any such expense was paid by Sears until reimbursed by Contractor at the rate of 18% per annum or the maximum rate allowed by law, whichever is greater;

ii. Recover from Contractor the amount of any loss or damage, whether liquidated or unliquidated, suffered or incurred as a result of such default, including without limitation, reasonable attorney's fees, penalties, increased costs and loss of profits. Sears may deduct and withhold from payments otherwise due Sears any of the foregoing amounts, which deductions shall be deemed credits or backcharges against the amounts due Contractor under any Service Work Order.

iii. Terminate this Agreement and in the event of any termination of this Agreement, Sears may cause the Work to be completed. Upon completion of the Work, if the cost of completion exceeds the amount due to Contractor for such Work pursuant to its Service Work Order, the Contractor shall pay the difference to Sears. Sears is hereby granted a security interest in the equipment, tools and materials of Contractor which is located on any Job Site to secure the performance of this Agreement and the completion of the Work under any Service Work Order which the Contractor accepted and has yet to complete in accordance with the terms and conditions of the respective Service Work Order and this Agreement. Sears may file or record this Agreement as a security agreement or financing statement under the provisions of the Uniform Commercial Code, and Contractor agrees to execute any all and all documents necessary for Sears to perfect its security interest as set for above.

iv. The foregoing remedies for default to Sears shall be considered distinct, separate and cumulative and shall be in addition to any other right or remedy given elsewhere in this Agreement to Sears or now or hereinafter existing at law or in equity, including any right to the recovery of reasonable attorney's fees.

25. **Withholding Payment**

Contractor's failure to comply with the requirements set forth in Sections 2, 3, 5, 6, 7, 10, 13, 14, 18, 19 and 21 of this Agreement shall be deemed a material breach. Furthermore, Sears shall have the right, in its sole discretion, to **withhold payment for Work rendered from the date that the breach first occurred.** In the event that Sears withholds payment pursuant to this Section, Sears will release payment, upon receipt of substantiating proof or documentation that Contractor was in compliance with the contractual obligations as indicated in the Sections in this paragraph. It shall be within Sears sole discretion to determine whether such proof or documentation is acceptable or sufficient.

26. **Recoupment and Setoff**

Contractor acknowledges and agrees that Sears monetary obligations to Contractor under this Agreement shall at all times be net of Contractor's monetary obligations to Sears under this Agreement. Sears and Contractor further acknowledge and agree that any payment or advance made by Sears to Contractor in respect of any Service Work Order while any of Contractor's monetary obligations are outstanding shall be deemed to be an overpayment to Contractor to the extent of such outstanding monetary obligation and shall be subject to recoupment by Sears. Without limiting the foregoing, Sears shall have the right, at all times, to deduct any of Contractor's monetary obligations from any amounts owed to Contractor by Sears, and to pay only the net sum due, if any. Any of Contractor's monetary obligations which remain outstanding after any exercise by Sears of its recoupment and/or set-off rights shall be paid by Contractor promptly upon demand by Sears.

27. **Force Majeure**

Neither Sears (provided that Sears is not the contributing cause) nor Contractor (provided that Contractor is not the contributing cause) shall be liable to the other for any failure or inability to perform or for delay in performance of its obligations hereunder if caused by any strike, lockout, labor dispute, inability to obtain labor or material, act of God, governmental restriction, regulation or control, enemy or hostile governmental action, civil commotion, insurrection, sabotage, fire or other casualty or by any event similar to the foregoing beyond the control of such party, however the time to perform such obligation or satisfy such condition shall be postponed by the period of time consumed by the delay. If either party shall, as a result of any such event, be unable to exercise any right within any time limit provided therefore in this Agreement, the time limit for same thereof shall be postponed for the period of time consumed by such delay.

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28. **Non-Exclusive Relationship**

Contractor acknowledges that its relationship with Sears under this Agreement is nonexclusive.

29. **Courts; Waiver of Jury Trial; Attorney's Fees.**

Subject to Section 35 of this Agreement, the federal and/or state courts located in the state of the primary place of business of the Contractor shall have personal and subject matter jurisdiction over any and all Claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud, other intentional tort, property and equitable claims) arising out of, relating to, or in connection with this (i) this Agreement; (ii) the relationships which result from this Agreement; or (iii) the validity, scope, interpretation or enforceability of this Agreement , and the parties each hereby, solely and exclusively submit to the venue of such courts with respect thereto. Any and all objections to such sole and exclusive jurisdiction and venue are hereby waived by the Contractor. Contractor consents to service of process permitted under Illinois law or by certified mail, return receipt requested.

CONTRACTOR AND SEARS HEREBY RESPECTIVELY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT AND THE OBLIGATIONS AND AGREEMENTS CONTAINED HEREIN.

If any action shall be instituted by either Sears or Contractor for the enforcement or interpretation of any of its rights or remedies in or under this Agreement, the prevailing party shall be entitled to recover from the losing party all costs incurred by the prevailing party in said action and any appeal there from, including reasonable attorneys' fees and court costs to be fixed by the court therein.

30. **Notices and Inquiries**

All notices given with respect to this Agreement shall be in writing and given by personal delivery, courier service, or by certified or registered mail with postage prepaid and return receipt requested. Such notices, if sent by mail, shall be deemed to have been given to Contractor two (2) business days after they are placed in the mail postage prepaid, and any notice sent via courier service shall be deemed given one (1) business day after being deposited with a reputable overnight courier service for guaranteed next business day delivery, (**"Received"**). Notices shall be addressed as follows:

If to Sears:
Sears Home Improvement Products, Inc.
P.O. Box 522290
1024 Florida Central Parkway
Longwood, Florida 32752-2290
Phone: (800) 469-4663
Attention: Samantha Morales

If to Contractor:
AEGEAN STONEWORKS, INC.
880 N ECKHOFF ST
ORANGE, CA 92868
800-762-9089
Attention: Adriana Callas

31. **No Assignment**

Neither party to this Agreement may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party; provided, however that nothing in this provision or this Agreement shall prohibit Sears from assigning its rights or obligations hereunder to an affiliate or subsidiary of Sears.

32. **Severability**

If any provision of this Agreement is held to be contrary to any law to which it is subject, such provision will be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

33. **Waivers**

No waiver of any provision of the Agreement or breach thereof shall be implied by failure to enforce any rights or remedy herein provided, and no express waiver shall affect any provision or breach other than that to which the waiver is applicable and only for that occurrence.

34. **Cumulative Rights and Remedies**

All rights and remedies are cumulative, and the exercise of any right of remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, by law or by equity.

35. **Governing Law**

This Agreement shall be governed by the laws of the State where this Agreement was signed by the Contractor, which State the parties agree has a substantial relationship to the parties and to the underlying transactions embodied hereby, and in all respects, including, without limiting the generality of the foregoing, matters of construction, validity, enforcement and performance, of this Agreement and the obligations arising hereunder shall be governed by and construed in accordance with the laws of the State as indicated above applicable to contracts made within such State, without giving effect to the principles of conflicts of law of such jurisdiction.

36. **Construction and Survival**

(a) This Agreement cancels and supersedes all prior written and unwritten agreements and understandings between the parties with respect to the subject matter described herein.

(b) This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns, and successors in interest, and shall not be modified except by written agreement signed by both Sears and the Contractor.

37. **Code of Conduct.**

Contractor hereby acknowledges that Contractor has been furnished a copy of the Sears Code of Conduct (the **"Code of Conduct"**) as a part of this Agreement and that Sears associates are required to follow the Code of Conduct. Contractor shall support the Code of Conduct and shall not directly or indirectly take any action that may cause a Sears associate to violate the law or the Code of Conduct. Without limiting the foregoing, Contractor shall not directly or indirectly offer or give any personal benefit (other than infrequent, non-cash gifts of nominal value consistent with the Code of Conduct), including, but not limited to, commissions, kickbacks, payments, loans, gratuities (including travel and entertainment), bribes, gifts, samples, services, promises of future employment or personal considerations (each a **"Benefit"**) to any Sears associate or member of the associate's family, to any entity in which Contractor knows a Sears associate or member of the associate's family owns a direct or indirect interest, or to any person affiliated with any subcontractor or consultant for Sears. Contractor shall notify the Sears Office of Compliance within five (5) business days after it has knowledge of any violation or attempted violation of the Code of Conduct, including, without limitation, the solicitation by a Sears associate or member of an associate's family of any Benefit from any of Contractor's directors, officers, employees, subcontractors, agents or representatives. Any such notice shall be deemed to have been duly given when delivered by certified mail, return receipt requested to the address for Sears as set forth above or by contacting the Sears Ethics Office at 800-8-ASSIST or by email at compliance@searshc.com. Contractor will cooperate with any request by Sears and its representatives to provide information and documentation regarding any communication or transaction with Sears or its associates. Contractor shall, simultaneously with execution of this Agreement, sign and deliver to Sears the Code of Conduct acknowledgement set forth in Appendix A attached hereto and incorporated herein by this reference.

38. **PCI Compliance.**

Contractor hereby acknowledges that to the extent Contractor is provided with any credit card or debit card information from any Customer while performing any Service Work Order, that Contractor shall maintain such Customer information in accordance with Appendix B attached hereto and incorporated herein by this reference.

39. **Riders.**

Depending on the type of services that Contractor will be providing (i.e.; HVAC, roofing, kitchen remodeling, plumbing, electrical, etc.), one or more Riders will be attached and incorporated herein by reference. Each Rider will be identified by the service type [for example, "HVAC Rider"] and will consist of an Exhibit A Scope of Work and an Exhibit B Labor Rate Schedule and may also include additional specific Agreement provisions applicable only to the specific service type.

Sub Initials AC

40. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. This Agreement may not be varied, altered or changed in any respect except by a written agreement signed by both of the parties. No representative of either party has or shall have authority to make any oral modification in the terms of this Agreement.

IN WITNESS WHEREOF, the parties to this Independent Contractor Agreement have hereunto set their hands and affixed their seals the day and year, first above written.

SEARS HOME IMPROVEMENT PRODUCTS, INC.

DocuSigned by: Samantha Morales

(Signature) Samantha Morales

(Print Name) District Operation Manager

(Title) 11/5/2019

(Date)

CONTRACTOR DocuSigned by: Adriana Callas

(Name)

If a corporation, limited partnership or limited liability company, indicate state of incorporation or formation.

State: CA

DocuSigned by: Adriana Callas

(Signature of Owner, Partner or Authorized Officer)

Adriana Callas

(Print Name)

president

(Title)

11/4/2019

(Date)

DocuSign Envelope ID: 8C98D7E8-585B-4E18-B6E3-366746277227

Appendix A

Sears Home Improvement Products, Inc.

Code of Conduct Acknowledgment

At Sears Home Improvement Products, Inc. (a subsidiary of Sears Holdings Corporation) ("Sears"), we value honest and ethical business conduct and are committed to fair dealings with our vendors. This is reflected in our Vision, Mission & Values statement and our Code of Conduct, which apply to all Sears's associates and indirectly, to Sears vendors, including Contractors. The full text of the Vision, Mission & Values statement and Code of Conduct is published on searshc.com.

As a Contractor to Sears, you must understand and support the Vision, Mission & Values statement and Code of Conduct.

The Vision, Mission & Values statement focuses on customer trust, integrity, fairness, valuing diversity, personal responsibility and teamwork. The Code of Conduct requires that associates take responsibility for their actions and comply with all applicable laws and regulations. There are several key points of the Code of Conduct that are particularly significant to Sears Contractors:

Associates must not use Sears' property, information or position at Sears for personal gain. Further, associates must disclose all actual or potential conflicts of interest to their manager, including:

- An ownership or economic interest in a company that does business with Sears, and
- Decision-making authority or influence over a Contractor represented by a former Sears's colleague.

Associates must not accept gifts with a retail value over $50.00 (or anything of lesser value that may influence their objective business judgment) from a Contractor or other company doing or seeking to do business with Sears. Associates must communicate this policy to vendors who give improper gifts, and Sears's vendors must refrain from giving gifts in violation of this policy.

Associates are responsible for the integrity of all Sears's business records, and must:

- Prepare and maintain records properly, in a timely manner, and in accordance with the law and Sears' policies,
- Never include any false or misleading information, and
- Ensure that records relating to transactions with Contractors are complete and accurate in every respect.

If you believe you are being influenced to violate the policies above, or any other Sears' policies, contact the Sears Ethics Office at 8008-ASSIST or by e-mail at compliance@searshc.com. We will keep any such report in the strictest confidence.

Acknowledgement: As a Contractor to Sears, I have read and agree to support Vision, Mission & Values statement and support by the Code of Conduct. I promise to report to Sears any violation or attempt to violate the Code.

CONTRACTOR: DocuSigned by: Adriana Callas

(Signature)

Adriana Callas

(Print Name)

president

(Title)

11/4/2019

(Date)

Sub Initials AC

Appendix B

Sears Home Improvement Products, Inc.

Information Security and Payment Card Industry Security Counsel (PCI) Compliance

Contractor shall provide a high-level of security for its data and communication systems supporting this Agreement, adequate to support the level of reliance that Sears places in Contractor's services. Contractor's security efforts will include, without limitation:

Access Controls: Contractor agrees to employ effective access control measures over its own personal systems used to create, transmit to systems or process Sears specific information, including; but, not limited to:

- User access rights/privileges to information resources containing Sears specific information must be granted on a need-to-know basis
- User access to Sears information must be removed in a timely manner upon user separation or role transfer eliminating need

Compliance: Contractor acknowledges that to the extent it receives credit or debit ("credit") cardholder data by or on behalf of Sears, or any Customer of Sears, in connection with this Agreement (and any amendments, attachments, appendices or Service Work Orders thereto), Contractor is responsible, at its sole cost and expense, for the security of such credit cardholder data Contractor and its employees possesses and Contractor will comply with the current Payment Card Industry (PCI) Data Security Standards (as updated by PCI from time to time). In the event of a data breach of such credit cardholder information involving Contractor or Contractor's employees, Contractor will notify Sears within twenty-four (24) hours of the identified breach and cooperate fully with Sears and/or industry/government officials in a review and/or forensic investigation of Contractor's employees, Contractor's environment and/or processes. Contractor shall provide validation of adherence to applicable International, Federal, State, County or industry compliance mandates (e.g., Payment Card Industry (PCI) Data Security Standards).

Network Security Architecture: Contractor agrees to employ effective network security control measures over its own personal systems used to create, transmit, or process Sears specific information, including; but, not limited to:

- Firewalls must be used at the network perimeter between Contractor's internal (private) and public (internet) networks.
- Properly configured and monitored IDS/IPS (Intrusion Detection/Prevention Systems) must be used on the Contractor network.
- The database and other information systems used for the purposes of maintaining Sears customer data must have only those services/processes and ports enabled to perform routine business. All other services/processes on the host must be disabled.

Physical Controls: Contractor agrees to maintain databases, and other hardware and/or software components that store information related to Sears' services and business activities in an access controlled environment.

Risk Assessment: Contractor agrees to provide responses to a risk assessment questionnaire (if provided by Sears), participate in a passive scan of their network (upon notification), and/or provide Sears with results of a recent security assessment by a third-party (e.g., penetration test results of internet-facing devices, SAS 70-Type 2 reports, as applicable).

Security Policy: Contractor agrees to maintain and enforce security policies consistent with security best practices for its own personal systems.

Sears Confidential Data Protection and Privacy: Sears Confidential Information additionally includes, without limitation, the following, either provided on by or on behalf of Sears, or of any Customer of Sears:

- Credit Card numbers
- Credit Card Validation Codes
- Personal Identification (PIN) numbers
- Checking Account number (alone or in combination with checking account routing information)
- Bank Account number (alone or in combination with routing information)
- Drivers License / State ID

- Customer or Employee Names
- Customer or Employee Address
- Date of Birth (when used with customer/employee name or address)
- Social Security Numbers
- Personal Telephone Number (when used with a customer/employee name or address)

Additionally, Contractor agrees to adhere to the following controls surrounding the use and protection of Sears Confidential Information:

- Confidential Information must be appropriately protected to the extent possible.
- Sears Confidential Information may not be copied, sold or used for solicitation purposes by the Contractor or its employees. Sears Confidential Information may only be used for the purposes of the Agreement.
- Sears information must be segregated (physically and/or logically) from other Contractor customers. CONTRACTOR AGREES THAT AT ALL TIMES IT SHALL NOT INCORPORATE ANY SEARS CUSTOMER CREDIT CARD DATA INFORMATION AS SPECIFICED HEREIN INTO ANY UST OR OTHER TYPE OF DOCUMENTATION THAT CONTRACTOR IS REQUIRED TO MAINTAIN PURSUANT TO THIS AGREEMENT. ALL SUCH SEARS CUSTOMER CREDIT CARD DATA INFORMATION THAT CONTRACTOR RECEIVES IN CONNECTION WITH ANY SERVICE WORK ORDER SHALL UPON COMPLETION OF THE SERVICE WORK ORDER AND AFTER SUCH INFORMATION HAS BEEN TRANSMITTED TO SEARS SHALL BE DELETED, DESTROYED OR REDACTED FROM A SERVICE WORK ORDER THAT IT IS NOT CAPABLE OF BEING READ, DECHIPERED OR OBTAINED IN ANY MANNER.
- Sears must be immediately notified upon any known or suspected disclosure of Sears Confidential Information.

System Monitoring: Contractor agrees to actively monitor information systems processing Sears' business activities and services on its personal systems. Monitoring includes, but is not limited to, potential breaches or hacking activity and access to devices.

Vulnerability Management Controls: Contractor agrees to employ effective vulnerability management control measures over its personal systems used to create, transmit, or process Sears specific information, including; but, not limited to:

- Third-party vulnerability scans or audits of any external-facing (public) infrastructure devices.
- Annual third-party assessment of applications or processes supporting Sears Customer credit card information.
- Regularly auditing and monitoring to ensure the protection of Sears Customer information.
- Deploy commercially available anti-spyware, anti-adware and anti-virus software on all information system components and interconnecting networks, where applicable, used for the purpose of managing Sears specific information. Additionally, provide for regular scanning for viral infections and update virus signature files frequently.
- Maintain a standard patch management process and practice to ensure the protection of hosts used to process and store Sears information.
- Any security breach that involves Sears Customer data must be reported to Sears' Information Security department immediately. All efforts to rectify or resolve the situation must include subsequent and regular notification for the reported incident.
- Contractor agrees to provide full cooperation with Sears and/or industry/government officials in the event of a data breach involving Sears Confidential Information

This Appendix B to Independent Contractor Agreement: Information Security and Payment Card Industry Security Counsel (PCI) Compliance is signed by duly authorized representatives of the parties as of the Effective Date set forth above.

SEARS:

Signature: DocuSigned by: Samantha Morales

Name: Samantha Morales

Title: District Operation Manager

CONTRACTOR:

Signature: DocuSigned by: Adriana Callas

Name: Adriana Callas

Title: president

Sub Initials: DS AC

DocuSign Envelope ID: 8C98D7E8-585B-4E18-B6E3-366746277227

HVAC Contractors Only

HVAC RIDER – APPENDIX C

This HVAC Rider is part of that certain Independent Contractor Agreement made as of this_____date of 20 by and between Sears Home Improvement Products, Inc., located at 1024 Florida Central Pkwy, Longwood, FL 32750 ("SHIP")

And (Contractor)_____

located at_____.

The parties hereto agree that the Agreement is hereby amended to include the following provisions as Paragraph 16,

16. In addition to performing the work required pursuant to Contractor's warranty of its installation work, Contractor, upon SHIP requests, shall perform the following warranty work for the heating, ventilation and air conditioning equipment which contractor has installed pursuant to this Agreement:

All work necessary to repair any defective mechanical component of any item of equipment installed by Contractor for a period of one (l) year from the date of installation, such date to be determined by the earliest known date of (a) the date appearing on the signed certificate of completion or (b) the date the contractor is paid for the installation.

Such work shall include the labor to repair or replace any mechanical component including, but not limited to, relays, contractors, motors, sequencers, metering devices, refrigerant coils, refrigerant compressors, wiring, terminals, terminal boards, valves, reversing valves, gas valves, transformers, accumulators, check valves and filter dryers and devices installed with and connected to the product installed, including, but not limited to: condensate drains and/or pumps, thermostats, fuses and ductwork and air distribution installed by SHIP.

All repair parts for any such work will be made available to the Contractor pursuant to, and in accordance with the applicable SHIP product warranty agreement with the appropriate manufacturer, provided that Contractor shall provide to such manufacturer the replaced part. Contractor acknowledges that the rates for installation work specified in the Schedule of Contractor's charges includes an amount as Contractor's compensation for the services to be provided pursuant to this Amendment.

Contractor will be requested to provide this warranty work for its installations only. In the event Contractor is unable to perform the necessary warranty work pursuant to this provision, a third party will be requested to make such repairs and the labor charges thereof will be assessed to the Contractor for reimbursement pursuant to the provisions of this Contract.

The Agreement is in all other respects fully ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this HVAC Rider as of the first date above written by their proper officers or agents duly authorized whereunto.

SEARS: **CONTRACTOR:**

_____ _____

(Ship Installation Manager Signature) / Date (Contractor Signature / Business Name) / Date

Sub Initials DS AC

DocuSign Envelope ID: 8C98D7E8-585B-4E18-B6E3-366746277227

HVAC Contractors Only

HVAC Rider Appendix D

In accordance with EPA guidelines, all HVAC and window-wall A/C contractors are required to furnish a copy of the Freon Recovery Certification for every employee on payroll with the contractor. Include a list of all employees and note if they are or are not certified at the present time.

Please submit the list and a copy of the Freon Recovery Certification for each certified employee (Category II or UNIVERSAL for HVAC; Category I or higher for window-wall A/C installers). Moving forward please keep SHIP notified of any new associates hired by your company and forward a copy of their certification to your district contact.

SHIP Installation Managers will request job-site verification of your employees during random job-site visits. It is imperative that only EPA certified mechanics be allowed to work on SHIPs installations or repairs involving sealed system or CFC/HCFC recovery. The discovery of non-certified mechanics performing work on SHIPs jobs for which certification by the EPA is required will result in the termination of all work to the contractor. This is a serious issue and requires your immediate action.

COPIES OF ALL CFC CERTIFICATIONS LISTED MUST ACCOMPANY THIS FORM

TOTAL NUMBER OF CERTIFIED EMPLOYEES:_____

CLASSIFICATION NAME OF EMPLOYEE CERTIFICATE TYPE I, II or UNIVERSAL DATE ISSUED

Contractor Signature/Date_____

Title_____

Sub Initials DS AC

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Roofing Contractors Only

ROOFING RIDER – APPENDIX E

Additional Requirements:

Minimum of 5 years Industry Experience Minimum of 3 years as proprietor in own business Commercial Business General Liability Insurance of $1,000,000 with SHIP named as an "additional insured"

Camera and Picture Requirements

Pictures will need to be taken and provided to SHIP for the below stages of the job. The camera should have a minimum of 4.0 megapixel capability and the picture size (resolution) should be no larger than 1024 x 768. No cell phone pictures will be accepted.

Pictures can be submitted via email, SD card, or website (to be established).

Stages for picture requirements:

Whole house Before Tear Off (existing roof) After Tear Off Any rotted wood (before and after replacement) Finished valley's "dry in" Finished roof

Trade References:

Reference 1:

Name:		
Address:		
City:	**State:**	**Zip code:**
Contact:	**Phone:**	

Reference 2:

Name:		
Address:		
City:	**State:**	**Zip code:**
Contact:	**Phone:**	

Affiliations:

National Roofing Contractors Association:	☐ Yes ☐ No Year: _____	
State / Local Licensing Board:		
State / Local Roofing Contractors Association:		

Sub Initials AC

DocuSign Envelope ID: 8C98D7E8-585B-4E18-B6E3-366746277227

Roofing Contractors Only

Roofing RIDER – APPENDIX F
AMENDMENT AGREEMENT

This Roofing Rider is part of that certain Independent Contractor Agreement made as of this_____date of 20 by and between Sears Home Improvement Products, Inc., located at 1024 Florida Central Pkwy, Longwood, FL 32750 ("SHIP")

And (Contractor)_____

located at_____.

The parties hereto agree that the Agreement is hereby amended to include the following provisions as Paragraph 16. In addition to performing the work required pursuant to Contractor's warranty of its installation work, Contractor, upon SHIP requests, shall perform the following warranty work for the roofing materials which contractor has installed pursuant to this Contract:

All repair parts for any such work will be made available to the Contractor pursuant to, and in accordance with the applicable SHIP product warranty agreement with the appropriate manufacturer, provided that Contractor shall provide to such manufacturer the replaced part. Contractor acknowledges that the rates for installation work specified in the Schedule of Contractor's charges includes an amount as Contractor's compensation for the services to be provided pursuant to this Amendment.

Contractor will be requested to provide this warranty work for its installations only. In the event Contractor is unable to perform the necessary warranty work pursuant to this provision, a third party will be requested to make such repairs and the labor charges thereof will be assessed to the Contractor for reimbursement pursuant to the provisions of this Contract.

The Agreement is in all other respects fully ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Roofing Rider as of the first date above written by their proper officers or agents duly authorized whereunto.

SEARS:

_____
(Ship Installation Manager Signature) / Date

CONTRACTOR:

_____
(Contractor Signature / Business Name) / Date

Sub Initials AC 06

DocuSign Envelope ID: 8C98D7E8-585B-4E18-B6E3-366746277227

Sears Home Improvement Products, Inc.

Asbestos Policy and Procedures

Policy

Proper work practices and management of asbestos containing materials (ACM) can greatly reduce the risk of exposure to asbestos fibers for Sears Home Improvement Products, Inc. associates, vendors and customers during installation and repair work in customers' homes and buildings. SHIP policy prohibits SHIP associates and vendors from removing or performing work that disturbs ACM. Under this policy SHIP associates and vendors are required to identify suspect ACM in the work area and confirm that work activities will not disturb these materials. SHIP policy also prohibits SHIP associates from recommending or promoting the services of any firm which engages in ACM encapsulation, abatement or removal.

Procedures

To carry out SHIP Asbestos Policy, SHIP associates and vendors must follow the procedural steps described below for **every** job in a customer's home or building:

Step 1 Was the customer's home or building constructed prior to 1981? If **NO**, then ACM are not presumed to be present, no further action is needed. **If YES, proceed to step 2.**

Step 2 Are suspect ACM in the work area? Suspect ACM may be located on or in: steam pipes, boilers and furnace ducts; resilient floor tiles, vinyl sheet flooring and adhesives used to install floor tile; cement sheeting, millboard and paper used as insulation around furnaces and wood burning stoves; door gaskets in furnaces, wood stoves and coal stoves; soundproofing or decorative materials sprayed on walls and ceilings; patching and joint compounds for walls and ceilings, and textured paints; and asbestos cement roofing, shingles and siding. If **NO**, and none of these types of suspect ACM are present in the work area, then no further action is needed. If you are uncertain, contact the SHIP Environmental, Health and Safety (EHS) group at 888/368-7327. **If YES**, and one or more of these suspects ACM are in the work area, **proceed to step 3.**

Step 3 Are suspect ACM in the work area damaged or will they be disturbed or damaged as a result of the work activities? If **NO**, then no further action is needed. If **YES, proceed to step 4.**

Step 4 The customer must arrange for the proper repair of suspect ACM in the work area and remove suspect ACM that will be disturbed by the work activities or provide test results to SHIP that identify the materials as non-asbestos prior to SHIP performing the job. Inform the customer that the suspect ACM must be repaired or removed by a licensed asbestos abatement contractor prior to SHIP performing the work or the customer may have the suspect ACM tested and analyzed by a certified laboratory to determine that they do not contain asbestos. [Note: it is against SHIP policy to recommend an environmental contractor; simply direct the customer to the phone directory for a listing of asbestos contractors.] **Proceed to step 5.**

Step 5 Has the suspect ACM been repaired, removed or determined to not contain asbestos and proper documentation provided? Once the suspect ACM has been repaired or removed, SHIP must be provided with a certificate of completion from a licensed asbestos abatement contractor which states that the ACM was repaired or removed in accordance with all applicable regulations. If the customer had the suspect ACM tested and analytical results list the material as non-asbestos, then repair or removal of the materials is not needed. A copy of the repair, removal or testing documentation must be forwarded to your district manager. Without this documentation, SHIP cannot perform the job.

If any suspect ACM becomes damaged or disturbed as a result of SHIP work activities, immediately report it to your district manager and the Sears EHS group at 888/368-7327, and immediately restrict access to the area where the damaged materials are present.

Sub Initials AC

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Sears Home Improvement Products, Inc.

Common Questions and Answers:

- Why does SHIP have this "Asbestos Policy and Procedures" when our competition does not?
  - SHIP is concerned about the health and safety of its associates and customers. By following the "Asbestos Policy and Procedures", we can provide our customers the best service possible while ensuring a safe living and working environment.
- How do I determine the age of the customer's home or building?
  - The customer can obtain the age of the home or building from property tax records. If the customer cannot provide you with the age of the home or building, then identify the installation date or manufacture date of the home or buildings mechanical system. If the system was built or installed prior to 1981, or the systems are not original to the home or building, you must consider the home or building to be pre-1981 construction. When in doubt, assume the home or building is pre-1981.
- How did SHIP determine what suspect ACM are typically present in customer's homes and buildings?
  - SHIP looked to the Environmental Protection Agency (EPA) "Asbestos in Your Home" publication to identify a list of suspect ACM in homes and buildings.
- May I disturb a small amount of ACM?
  - SHIP asbestos policy prohibits associates and vendors from disturbing any amount of ACM. Only properly trained and licensed asbestos contractors are allowed to remove, repair or otherwise disturb ACM.
- What if the customer refuses to have the suspect ACM repaired, removed, or tested?
  - If the customer will not have the suspect ACM repaired, removed or tested prior to performing the work, then the work cannot be performed.
- What if suspect ACM unintentionally become disturbed or damaged during the work activities?
  - If suspect ACM become disturbed or damage, you must immediately isolate the area and contact your District Manager and the SHIP Environmental, Health and Safety group at 888/368-7327

Contractor:

Business Name AEGEAN STONEWORKS, INC. Date 11/4/2019

Signature DocuSigned by: Adriana Callas

Printed Name Adriana Callas

SHIP Installation Manager Signauture DocuSigned by: Samantha Morales

Version updated 01/2013

Sub Initials DS AC

DocuSign Envelope ID: 8C98D7E8-585B-4E18-B6E3-366746277227

Sears Home Improvement Products, Inc.

Lead-Based Paint Policy and Procedures

Policy

On April 22, 2010 the United States Environmental Protection Agency (USEPA) Lead Renovation, Repair and Painting Program (RRP) go into effect. These rules require the use of lead-safe practices and other actions aimed at preventing lead poisoning in adults and children. The rule applies to homes, child care facilities and schools built before 1978. Under the rule, contractors performing renovation, repair and painting projects must be certified by the USEPA. Individual States may also require certification and/or licensing. Proper work practices and management of Lead-Based Paint (LBP) can greatly reduce the risk of exposure to lead-containing dust for Sears's associates, vendors, contractors, and customers during installation and repair work in customers' homes and buildings. Sears policy prohibits Sears associates from removing or performing work that disturbs LBP surfaces. This policy does permit the use of USEPA Certified vendors and sub-contractors to perform renovation work that may disturb LBP surfaces. Under this policy Sears's associates are to identify whether the facility was built before 1978. If yes, Certified vendors and contractors are required to identify whether proposed renovation work will disturb painted or coated surface areas. If the surface areas is greater than 6 sq. ft. on an interior surface or 20 sq. ft. on the exterior of the facility, and it will be disturbed by the renovation, all work must be conducted in accordance with the RRP rules utilizing Certified contractors. Contractor shall make and maintain all records and provide Sears with copies of checklists, certifications or other such summaries of compliance with RRP rules as required by the RRP rules. Contractor will make such records available to EPA authorities upon their request. Additionally, Sears policy also prohibits Sears associates, vendors, and contractors from recommending or promoting the services of any environmental consultant or LBP inspection, stabilization, mitigation, or removal.

Procedures

To carry out Sears LBP Policy, Sears's associates, vendors and contractors must follow the procedural steps described below for **every** job in a customer's pre-1978 residence or child occupied facility. Child-occupied facilities are defined as residential, public or commercial buildings where children under age six are present on a regular basis.

Step 1- Is the customer's home or building constructed prior to 1978? Is the customers home receiving HUD Federal housing assistance? If **NO**, then LBP are not presumed to be present, no further action is needed. **If the building is pre-1978, proceed to step 2. If the homeowner receives HUD assistance, contact your management team before proceeding any further.**

Step 2- Present the customer with the attached EPA lead hazard information pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools". Document compliance by executing the attached Pre-Renovation Form.

Step 3- Are suspect LBP surfaces in the work area? Suspect LBP may be located on or in:

- Walls, ceilings, moldings and trim such as chair rails, crown moldings, baseboards
- Windows, trim, moldings and frames
- Exterior siding and trim
- Kitchen cabinetry
- Other painted or varnished surfaces

If **NO**, and none of these types of suspect LBP surfaces are present in the work area, then no further action is needed. If you are uncertain, contact Sears Environmental Affairs at 888/368-7327. **If YES**, and one or more of the suspect LBP are in the work area, **proceed to step 4.**

Step 4- Are suspect LBP surfaces in the work area damaged or will they be disturbed or damaged as a result of the work activities? Will the disturbance exceed 6 sq. ft. on interior surfaces or 20 sq. ft. on exterior surfaces? Are local or State regulation surface disturbance criterion different than above?

If **NO**, then no further action is needed. If **YES, proceed to step 5.**

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Step 5- The work must be conducted in compliance with the RRP rules and procedures utilizing Certified sub-contractors.

Step 6- If the customer wants to have testing conducted they must arrange for testing. The customer can have suspect LBP tested and analyzed by a certified inspector/risk assessor and laboratory to determine whether they do in fact contain lead. [Note: It is against Sears's policy to recommend an environmental inspector/risk assessor or contractor; simply direct the customer to the phone directory for a listing of inspectors/risk assessors or lead contractors.] **Proceed to step 7.**

Step 7- If the customer does have testing conducted and they say no lead is present, they must provide an inspection report from a Licensed LBP inspector or LBP Risk Assessor. If LBP has been removed, a Certified report indicating that the materials have been removed must be provided. The customer must provide evidence that the LBP has been repaired/removed or must provide confirmation test data showing that lead is not actually present in the materials to be disturbed to preclude the work from being conducted in accordance with the RRP rules and procedures. This should be in the form of a certified report from a Licensed Inspector or Risk Assessor. Documentation should be kept with the job file and also forwarded to your manager

Common Questions and Answers

- Why does Sears have this "Lead-Based Paint Policy and Procedures" when our competition does not?
  - It's required by Federal Regulations and Sears is concerned about the health and safety of its associates and customers. By following the "Lead-Based Paint Policy and Procedures", we can provide our customers the best service possible while ensuring a safe living and working environment.

- How do I determine the age of the customer's home or building?
  - The customer can obtain the age of the home or building from property tax records. If the customer cannot provide you with the age of the home or building, you must consider the home or building to be pre-1978 construction. When in doubt, assume the home or building is pre-1978.

- Why will Sears not conduct work in buildings receiving HUD Federal housing assistance?
  - Renovation work in these type facilities requires the work to be done in accordance with HUD's Lead Safe Housing Rule which is more stringent than the RRP rules.

- How did Sears determine what suspect LBP surfaces are typically present in customer's homes and buildings?
  - Sears looked to the Environmental Protection Agency (EPA) and the National Lead Information Center to identify a list of suspect LBP in homes and buildings. Keep in mind that any painted or varnished surface can contain lead.

- May I disturb a small amount of LBP?
  - Sears's LBP policy prohibits Sears's associates from disturbing LBP surfaces that exceed 6 sq. ft. on interior surfaces or 20 sq. ft. on exterior surfaces. Should the amounts above be exceeded, only properly trained and certified Sears's sub-contractors are allowed to conduct the work. All work must be conducted following the Lead Renovation, Repair and Painting Program (RRP) rules and regulations.

- What if the customer refuses to sign the Pre-Renovation Form?
  - If the customer will not sign the form, then the work cannot be performed.

- What if suspect LBP (greater than 6 sq. ft. on interior or 20 sq. ft. on exterior surfaces) unintentionally become disturbed or damaged during the work activities?
  - All work should stop immediately and your manager should be contacted. Work shall be finished in accordance with the RRP procedures. Should additional information be needed, contact your manager.

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I KNOW IT COUPON

As a Sears Authorized Contractor, I have read and understand the Sears Lead-Based Paint Policy and Procedures. I also understand that I am responsible for verifying that each of my employees that I am responsible for complies with the Sears policy regarding lead.

SEARS:

Sears Home Improvement Products, Inc.

Signature: DocuSigned by: Samantha Morales

Name: Samantha Morales

Title: District Operation Manager

CONTRACTOR:

Signature: DocuSigned by: Adriana Callas

Name: Adriana Callas

Title: president

Sub Initials DS AC

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Form W-9s, Form 1099-MISC and IRS Instructions

In accordance with the IRS's general instructions for 1099-MISC payments, please note the following:

- SHIP generally does not report payments to corporations to the IRS. If your business is a corporation, please indicate this on the attached form W-9. As a corporation, your business will **not** receive a 1099 at the end of each calendar year and payments made to your business by SHIP are not reported to the IRS annually. As a corporation, however, you are still required to file an annual tax return with the IRS. NOTE: Payment histories are available upon request from the accounts payable department of SHIP.

- SHIP generally does report payments to partnerships and sole proprietorships to the IRS. If your business is a partnership or sole proprietorship, please indicate on the attached form W-9. As a partnership or a sole proprietorship, your business **will** receive a 1099 at the end of each calendar year and all payments made by SHIP to your business will be reported to the IRS annually.

- Payments to limited liability corporations (LLCs) are generally reportable by SHIP to the IRS, unless the LLC is also a corporation. If your business is an LLC and a corporation, please indicate on the attached form W-9. If you only indicate on the attached form W-9 that your business is an LLC, your business **will** receive a 1099 at the end of each calendar year and all payments made to your business by SHIP will be reported to the IRS annually.

- If your business is a sole proprietorship, the IRS requires SHIP to report all payments made with the **individual's name** on the 1099 in addition to the "doing business as" (DBA) name, if any, sent at the end of each calendar year. Therefore, if your business is a sole proprietorship, you **must** include your individual name on the attached form W-9 in addition to your DBA name, if any. For the TIN, you may enter either the social security number (SSN) of the individual or the taxpayer identification number (TIN) of the business. The IRS prefers that you use the SSN.

- Prior to conducting business with SHIP, the SSN or TIN and the individual name and DBA name, if any, you provided on your W-9 will be submitted to the IRS for matching. If the IRS provides information to SHIP indicating that the TIN and / or name provided do not match it's records, SHIP will not issue a vendor number (and as such will not issue any payments) to your business until such time as correct information is provided that matches the IRS's records.

- Summary Table: (an IRS requirement)

	Receives 1099	Payments are reported to IRS	Individual Name Required	Name & TIN must match IRS report
Corporation	No	No	No	Yes
Sole Proprietorship / Partnership	Yes	Yes	Yes	Yes
LLC (also a corporation)	No	No	No	Yes
LLC (not a corporation)	Yes	Yes	No	Yes

Sub Initials DS AC

All terms and conditions of the Financial EDI Authorization Electronic Funds Transfer Application shall remain the same and shall continue in full force and effect, unamended. This application may be signed in counterpart, each of which shall be an original and all of which taken together shall constitute one and the same document.

This application is entered into by authorized representatives of the parties and shall take effect on the Application Effective Date.

AUTHORIZED CORPORATE OFFICER (Subcontractor)

Subcontractor Name:	Adriana Callas
Officer / Owner Name:	Adriana Callas
Officer / Owner Signature:	DocuSigned by: Adriana Callas
Officer Title:	president
Signer's Phone:	800-762-9089
Date Signed:	11/4/2019

Sub Initials DS AC

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TERMS AND CONDITIONS

This electronic trade payments agreement (the "Agreement") is by and between Sears Home Improvement Products, Inc. (the "Originator") and the applicant (the "Receiver").

WHEREAS, unless otherwise defined herein, capitalized terms shall have the meaning as provided in the Rules of the National Automated Clearing House Association (the "Rules"); and

WHEREAS, Receiver wishes to have Originator initiate Credit Entries to its account specified in the New Financial Institution section above (the "Account") in payment of obligations owed by Originator to Receiver pursuant to the terms of this Agreement and supplemented by the Rules, and Originator is willing to initiate such Credit Entries on the terms set forth below.

NOW, THEREFORE in consideration of the mutual promises contained herein, Originator and Receiver agree as follows:

1. Authorization. Subject to the terms set forth below, Receiver authorizes Originator to initial Credit Entries to the Account for amounts owed by Originator to Receiver in accordance with the Rules, such Credit Entries may be processed directly or through a third party provider.

2. Limitations. No Credit Entry shall be initiated under this Agreement except in conformity with the authorization provided herein. Originator shall time the initiation of Credit Entries so that funds are available to Receiver by the time such funds would be available had Credit Entries not been authorized hereunder.

3. Acceptance and Return of Entries. Nothing contained herein shall be deemed to require Receiver or its financial institution to accept any Credit Entry initiated under this Agreement if contrary to the Rules, and any such Credit Entry may be returned as provided in the Rules. Originator shall not be deemed in default or suffer loss of discount or other penalty by reason of the return of any Credit Entry initiated under this Agreement. Receiver shall not be deemed to have accepted any Credit Entry which it returns to its financial institution in accordance with the Rules. Receiver shall not be deemed to have accepted any Credit Entry as being in the correct amount if it provides written notice to Originator of a discrepancy within thirty (30) days after receipt of the Credit Entry.

4. Credit for Entries. Unless such Credit Entry is returned in accordance with this Agreement and the Rules, Receiver shall credit Originator with the amount of each Credit Entry received as of the date of such Credit Entry.

5. Credit Entry Remittance Detail. The following information shall be provided for each Credit Entry initiated under this Agreement: Vendor Number, Vendor Name, EFT Number, Date EFT was initiated, Remittance Address, Job(s) and / or Invoice Number(s) Paid, Gross Amount Paid, Discount (if taken), Net Amount Paid, and Total Amount Paid. The remittance detail to be provided will be transmitted separately from the Credit Entry to the Receiver's bank and will be in HTML format via e-mail to the e-mail address provided above. The Originator may at its option provide remittance detail to the Receiver's bank. If the remittance detail is to be received with each Credit Entry at the Receiver's bank, the Receiver elects the following entry as defined in the Rules: CTX Entry.

6. No Guarantee of Funds. Remittance detail shall in the normal course of business contain the effective entry date of its associated Credit Entry. Remittance detail received separately from its associated Credit Entry under this agreement shall not constitute a guarantee by the Originator to the Receiver that funds will be available on the settlement date specified therein.

Verification of receipt should be made prior to utilizing funds. Originator shall not be deemed to be in default or suffer any loss of discount or penalty or be subject to any contingent liability due to unavailability of funds on each settlement date so specified. Nothing in this paragraph relieves Originator of its obligation to initiate Credit Entries in a timely manner.

7. Assignment or Transfer. If Receiver enters into an agreement with a third party regarding the assignment or transfer of obligations owed by the Originator and covered under the terms of this Agreement, the Receiver (subject to Section 16 hereof), shall:

Sub Initials AC

a. Obtain a separate accounts payable number from the Originator for the third party; and
b. Use the vendor accounts payable number assigned to this third party on every invoice which the Originator is to pay directly to the third party.
c. Take full responsibility for claims with respect to payments due third parties or their assigns which result from Receiver's failure to comply with the terms and conditions of this Agreement.
d. Defend, at its own cost s and expense, Originator, its subsidiaries, and the officers, directors, employees, licensees, agents, distributors and independent contractors of Originator and its subsidiaries (each an "Indemnified Party") from and against all allegations (even though such allegations may be false, fraudulent or groundless) asserted in any claim, action, lawsuit or proceeding between any Indemnified Party and any third party arising from or relating to non-payment from Originator to Receiver (collectively the "Claims"), whether or not Receiver's Indemnity Obligations (as defined below) shall apply. Receiver shall use counsel reasonably satisfactory to Originator in the defense of such Claims. Originator, may, at its election, take control of the defense and investigation of the Claims, and may employ and engage attorneys of its own choice to manage and defend such Claims, at Receiver's cost, risk and expense, provided that Originator and its counsel shall proceed with due diligence and good faith with respect thereto. The obligations of Receiver and Originator under this subsection (d) (collectively the "Defense Obligations") shall survive the cancellation or termination of this Agreement.
e. Hold harmless and indemnify the Indemnified Parties from and against any and all claims, demands, actions, lawsuits, proceedings, liabilities, losses, costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation) incurred by any of the Indemnified Parties in any claim, demand, action, lawsuit or proceeding between Receiver and any Indemnified Party or between any Indemnified Party and any third party or otherwise arising out of any Claims. The obligations of Receiver under this subsection (e) (collectively, the "Indemnity Obligations") shall survive the cancellation or termination of this Agreement.

8. Questions and Errors. In the event of any questions or errors relating to Credit Entries initiated pursuant to this Agreement, Receiver should contact the Accounts Payable Department at the Sears Home Improvement Products Inc. Corporate Offices at 407-551-6000 and the Originator will contact the Contact Name listed in the Vendor Information section above.
9. Liability of Parties. Neither Originator nor Receiver shall be liable for the act or omission of any Automated Clearing House Operator.
10. Notices. Any notices or other communications required or permitted to be given under this Agreement shall be in writing and personal delivered by certified mail, return receipt requested or overnight delivery, postage prepaid, and if to Originator, addressed to: Sears Home Improvement Products Inc.; Attn: Accounts Payable Department; 1024 Florida Central Parkway; Longwood, Florida 32750; and if Receiver, will be addressed to the Contact Information listed in the Vendor Information section above or to such other address or addresses as the party to receive notice may provide in writing to the other party in accordance with the above notice provisions. Any such notice shall be deemed given upon receipt thereof.
11. Termination. This agreement shall remain in full force and effect until terminated by either party at any time, with or without cause, by giving thirty (30) days prior written notice to the other party. Notwithstanding such termination, this Agreement shall remain in full force and effect as to all Credit Entries which have been initiated prior to the date of termination.
12. Force Majeure. Originator shall have no liability and shall be excused from any act, failure to act or delay in acting, in connection with any Credit Entry hereunder, if such act, failure or delay is caused in whole or in part by orders or restraints of any kind of the government of the United States of America or of any state or their respective departments, agencies, political subdivisions, or officials, interruption of transmission or communications facilities, equipment failure, ware emergency conditions, acts of God, fire, labor, disputes, power failure, acts or omissions of civil authority, civil disturbance, severe weather conditions, or compliance with any other present or future rules and regulations or any government authority or any similar or dissimilar cause beyond Originator's control, as long as Originator makes a reasonable effort to remove the effects thereof.
13. Laws Governing. This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts, of the State of Illinois.
14. Captions. Any paragraph or other captions are inserted for convenience only and shall not be considered a part or affect the interpretation or construction of any of the provisions of this Agreement.
15. Entire Agreement; Amendments. This Agreement contains the entire agreement of the parties with respect to its subject matter, and no oral or prior written statements or representations not incorporated herein shall have any force or effect, nor shall any part of this Agreement be amended, supplemented, waived or otherwise modified except in writing signed by both Originator and Receiver, unless otherwise provided herein.

16. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, no assignment or transfer either in whole or in part, by either party of its rights under this Agreement shall be of any force, except with the prior written consent of the other party.

17. Severability. If any term of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect, impair or invalidate any other term or provision herein, and such remaining terms and provisions shall remain in full force and effect.

18. Signatures. The undersigned each warrant that it is duly authorized to execute this Agreement on behalf of its respective party.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

SEARS:

Sears Home Improvement Products, Inc.

Signature: DocuSigned by: Samantha Morales

Name: Samantha Morales

Title: 11/5/2019

CONTRACTOR:

Signature: DocuSigned by: Adriana Callas

Name: Adriana Callas

Title: president

Sub Initials: OS AC

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Employee Name: _____	SSN Last 4 Digits: _____
Drivers License #: _____	Expiration Date: _____
Employee Name: _____	SSN Last 4 Digits: _____
Drivers License #: _____	Expiration Date: _____
Employee Name: _____	SSN Last 4 Digits: _____
Drivers License #: _____	Expiration Date: _____
Employee Name: _____	SSN Last 4 Digits: _____
Drivers License #: _____	Expiration Date: _____
Employee Name: _____	SSN Last 4 Digits: _____
Drivers License #: _____	Expiration Date: _____
Employee Name: _____	SSN Last 4 Digits: _____
Drivers License #: _____	Expiration Date: _____
Employee Name: _____	SSN Last 4 Digits: _____
Drivers License #: _____	Expiration Date: _____
Employee Name: _____	SSN Last 4 Digits: _____
Drivers License #: _____	Expiration Date: _____

Sub Initials AC DS

Signature Card
Fax Transmittal Sheet
Fax: 407-359-6929

Order ID	Date	S	
		B	
		R	

By signing below I understand and agree to the terms and conditions as set forth. I hereby authorize PlusOne Solutions to release background screening summary results to my employer and client(s) of my employer. I additionally authorize PlusOne Solutions to release a notarized copy of my background screening summary upon my written request. I waive any legal liability against PlusOne Solutions, and further release PlusOne Solutions, its clients, and the employees thereof, named or unnamed, from all liability or claims of any kind, resulting from the obtaining of, or the furnishing of, information contained in the background screening reports.

Statement of Terms and Conditions

Prior to any adverse decision, the Consumer Reporting Agency will provide you with a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act. In the event of an adverse finding, PlusOne Solutions will notify your employer and any client(s) of your employer of any adverse action. In certain situations, it may become necessary for PlusOne Solutions to disclose background screening information without your consent. These situations include, but are not limited to, a subpoena or similar legal process, fraud prevention or legal investigation, risk management and security concerns.

SIGNATURE CARD		
First Name ADRIANA	**Last Name** CALLAS	**Middle Initial**
Signature DocuSigned by: Adriana Callas 1025DC3FA689434...		**Date** 11/4/2019

This signature card will remain on file and will be used to verify your signature for purposes of authorizing the release of your background screening. Your employer and clients of your employer will not have access to your background screening report unless authorized by you in writing, but will be notified, of a "clear" or "adverse" finding.

In the future, should you request a notarized copy of your background screening clearance be released to someone other than your employer, your signature on the request form will be used as verification against this signature card.

For security purposes, please fill out the section below. Your PlusOne ID is made up of a combination of:

PlusOne Technician ID			
	A	M M D D	
First 4 characters of your last name	Extra Alpha Char	Month and Day of your birth ex. August 6 = 0806	Last 4 numbers of your social security number

Sub Initials AC

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Subcontractor ID _____

I Adriana Callas state that the following technicians will not drive to or from Sears job sites.
Company Owner's Name

Crew Name	Last 4 of SSN	Crew Name	Last 4 of SSN
1.		7.	
2.		8.	
3.		9.	
4.		10.	
5.		11.	
6.		12.	

AEGEAN STONEWORKS, INC.

Company Name

AEGEAN STONEWORKS

Street Address

880 N ECKHOFF ST ORANGE, CA 92868

City State Zip

DocuSigned by:
Adriana Callas

Owner's Signature

DocuSign Envelope ID: 8C98D7E8-585B-4E18-B6E3-366746277227

Sears Home Improvement Insurance Standards

Commercial Business General Liability

General Liability insurance is part of standard business practice. It is designed to protect you and your company's assets against unforeseen circumstances. SHIPs requirements include, but are not limited to premises/operations, contractual, personal injury and product/completed operations liabilities, with minimum limits as follows:

GL Coverage/Each Occurrence Amount	Contractor type
$1,000,000	Plumbers, Electricians, Mechanical (HVAC) & Roofers
$ 300,000	All other contractors

Additional Insured for Sears Home Improvement Products is mandatory as well as being the Certificate Holder. The Certificate Holder will be with the Corporate address.

Sears Home Improvement, Inc.
1024 Florida Central Parkway
Longwood, FL 32750

Being the Certificate Holder simply means that your insurance company will notify SHIP of any changes in your policy. This can benefit you, as your insurance agent should mail SHIPs a Certificate of Insurance, ensuring that you maintain compliant.

Being an Additionally Insurance is simply good business practice, as it is required to protect SHIPs liability to the limits of your policy. If you were to use subcontractors for any of your work, you would want to have this very same provision written into their insurance coverage, as it provides you with an extra level of protection in case some unfortunate situation should occur. If you change policies in a middle of the policy term please make sure you notify the district and give them the new paperwork.

Workers' Compensation

Workers' Compensation insurance is designed to cover your employee's injury while on the job. Each state varies on the legal Workers' Compensation requirements. Check with your insurance agent to determine if your company will require such coverage. SHIP requires that your provide Workers' Compensation insurance, if it is legally mandated by your state. If your state does not legally mandate Workers' Compensation coverage and you choose not to obtain Workers' Compensation insurance, then your business must to sign a Workers' Compensation Waiver letter.

Minimum insurance coverage:
$100,000 if required by state law for your business.

Vehicle Liability

It is important that "all vehicles" used by your company or your employees for SHIPs business is properly covered with liability insurance for business use. In most cases, vehicles covered in conjunction with homeowners or personal vehicle polices are not covered for use in a business. SHIPs vehicle insurance requirements must include any owned, non-owned, hired, or leased vehicles with minimum limits of coverage per occurrence as follows:

Minimum Insurance Coverage
$100,000 for Bodily Injury per person
$100,000 for Property Damage per accident
$300,000 for Bodily Injury per accident
OR Combined: $100,000

Auto insurance has many ways to show business/commercial policies. It may list it in the front of the declaration page as Commercial Policy. If it is on an Accord it is a business policy as Accords may only list business related policy. The policy could be in the company name. It may be a personal policy with a vehicle business rated. Please verify with your insurance company that your auto is business rated. Proof of auto insurance may be the declaration pages (usually the first few pages of your policy),

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Certificate of Liability, an Accord but NOT insurance ID cards. Proof must show limits, policy dates and the name of the policy holder.

Excess Liability or Umbrella Coverage

Insurance companies offer Excess Liability coverage, also referred to as "Umbrella Policies", which provide additional insurance over and above the written coverage amounts on your Commercial Business General Liability and Automobile policies. "Excess Liability" coverage may be a more economical way to meet SHIPs insurance required limits. It allows you to carry a minimum amount of coverage per individual policy, and still maintain greater overall coverage. See your insurance agent if this coverage is more economical and meets your business needs.

Things to remember:

- **Your insurance agent is the best source to determine your insurance business needs and can address your insurance questions.**
- You are responsible to ensure that all insurance coverage is active, meet SHIPs minimum levels of coverage, and that the SHIP Operation Office is in receipt of a "Certificate of Liability Insurance" showing all current and accurate information and levels of insurance.
- Failure to provide and maintain this insurance coverage can lead to the termination of your contact with SHIP, and/or the withholding or delay of payment on your billings.

If you have any questions regarding your insurance coverage or requirements, contact your District Contractor Services Manager, Region Installation Manager, or your support administrator in the operations office serving you.

All such aforesaid policies of insurance shall expressly provide that they shall not be subject to cancellation except upon at least ten (10) days prior written notice to Sears Home Improvement Products. Subcontractor will furnish Sears Home Improvement Products with Certificates of Insurance showing current coverage, expiration dates and listing Sears Home Improvements Products as an additional insured. (See attached sample Certificate of Liability for reference)

Name/DBA (please print): Adriana Callas AEGEAN STONEWORKS, INC.

Signature: DocuSigned by: Adriana Callas Date: 11/4/2019

SHIP DPM/PC Witness: DocuSigned by: Samantha Morales

SEARS HOME IMPROVMENTS PRODUCTS, INC.
1024 FLORIDA CENTRAL PARKWAY
LONG WOOD, FL32752-2290

Sub Initials AC

DocuSign Envelope ID: 8C98D7E8-585B-4E18-B6E3-366746277227

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Month/Date/Year

PRODUCER

Insurance Agent/Broker Name
Insurance Agent/Broker Street Address or P.O. Box
Insurance Agent/Broker City, State & Zip Code
Contact & Phone Number

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Contractor Name
Contractor Street Address or P.O. Box
Contractor City, State& Zip Code

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Name of Insurance Company	Enter NAIC#
INSURER B:	Name of Insurance Company (if applicable)	Enter NAIC#
INSURER C:	Name of Insurance Company (if applicable)	Enter NAIC#
INSURER D:	Name of Insurance Company (if applicable)	Enter NAIC#
INSURER E:	Name of Insurance Company (if applicable)	Enter NAIC#

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMEDD ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$3,000,000
						PRODUCTS - COMP/OP AGG	$3,000,000
							$
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Enter Policy #	Enter Effective Date	Enter Expiration Date	COMBINED SINGLE LIMIT (Each Occurrence)	$100,000 OR
						BODILY INJURY (Per person)	$100,000
						BODILY INJURY (Per accident)	$300,000
						PROPERTY DAMAGE (Per accident)	$100,000
A		☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS MADE ☐ DED ☒ RETENTION $0	Enter Policy #	Enter Effective Date	Enter Expiration Date	EACH OCCURRENCE	$1,000,000
						AGGREGATE	$1,000,000
							$
							$
							$
B	NA	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Enter Policy #	Enter Effective Date	Enter Expiration Date	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
						E.L. EACH ACCIDENT	$2,000,000
						E.L. DISEASE - EA EMPLOYEE	$2,000,000
						E.L. DISEASE - POLICY LIMIT	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named as Additional Insured as per written contract with respect to the General Liability policy described above and subject to provisions and limitations of the policy.

CERTIFICATE HOLDER

Sears Home Improvement Products, Inc.
1024 Florida Central Parkway
Longwood, Fl 32752-2290

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

EXAMPLE

Sub Initials AC

DocuSign Envelope ID: 8C98D7E8-585B-4E18-B6E3-366746277227

Dear Contractor:

Listed on the bottom of this letter is a form to be signed if your company does not currently need Worker's Compensation Insurance.

TO: Sears Home Improvement Products, Inc.

RE: WORKER'S COMPENSATION INSURANCE WAIVER

I do not currently have Worker's Compensation Insurance because I do not currently hire any employees. In the event that employees are hired at any future time, I will acquire the necessary Worker's Compensation Insurance before they are allowed to work on any job for which I have subcontracted for Sears Home Improvement Products, Inc. A certificate of such insurance will be provided to SHIP at that time.

DocuSigned by:
Adriana Callas

(Contractor Signature)

Adriana Callas

(Printed Name)

11/4/2019

(Date)

(Witness Signature) DocuSigned by: Samantha Morales

(Printed Name) Samantha Morales

(Date) 11/5/2019

If business circumstances change that requires Worker's Compensation Coverage, it is your responsibility to notify SHIP in writing immediately of this coverage requirement. Send the new or updated information/Certificate to:

Sears Home Improvement Products, Inc.
1024 Florida Central Pkwy
Longwood, FL 32750

Version updated 01/2013

Sub Initials AC

DocuSign Envelope ID: 8C98D7E8-585B-4E18-B6E3-366746277227

Once the contract is completed and signed; please place the following required paperwork with it and return all to the district office you are working with:

- ☐ General Liability Insurance (Sears Home Improvement as an additional insured and the certificate holder)
- ☐ Worker's Compensation (if required)
- ☐ Auto Insurance (must be Business/Commercial)
- ☐ Copy of Driver License for Owner/Principle
- ☐ Copy of Social Security Card for Owner/Principle if SS# is used on W-9
- ☐ Trade License (license to do work in your area be it state, county or city if applicable)
- ☐ Lead Base License (if applicable)
- ☐ EPA Certificates – required for HVAC only
- ☐ Email Confirmations for Owner/Principle and all crew members taking the background check (CBC)
- ☐ Consent forms if required by state

Background checks: Each person going to a Sears' job must be background checked. To start this process; please have each person go to https://screeningsplus.plus1solutions.net/sssh601790680. As soon as the person takes the CBC, PlusOne sends to the email used an email confirmation that they received it. The following states also require a consent form (to be filled out and signed) that must accompany this packet for each person: Colorado, Pennsylvania, New Hampshire, Puerto Rico, Washington, and Washington DC.

In summary, Big Box retailers are extensively and continuously involved in every material stage of the product chain that results in countertop slabs being fabricated in fabrication shops. They contract directly with slab manufacturers and independently vet, select, and contract with fabrication shops. They provide training to fabrication shops, conduct inspections, and maintain ongoing monitoring and oversight of fabrication operations. Big Box retailers also dictate pricing and control product offerings.

Most customer transactions are conducted within the Big Box store, through a virtual consultation via a Big Box employee, or online through their website. The retailer reviews customer-provided measurements of the countertop area, contracts directly with the customer, charges the customer, and receives payment. The retailer retains a portion of the countertop charge and subsequently pays either the slab manufacturer or the fabrication shop. Following fabrication and installation, the Big Box retailer continues its involvement by coordinating with both the customer and the fabrication shop to ensure quality control and customer satisfaction.

Big Box Retailer

→ Contracts with Slab Manufacturer
→ Selects & Controls Fabrication Shops
→ Trains, Inspects, and Monitors Shops
→ Controls Pricing and Sales
→ Contracts with and Charges Customer
→ Retains Portion of Revenue
→ Pays Manufacturer/Fabricator
→ Oversees Fabrication, Installation, and Quality Control

Fabrication

Economics

Sophisticated shops (Fig. A) require high capital expenditures, have substantial fixed operating costs and constant pressure to maintain throughput. Modern fabrication facilities invest heavily in CNC routers, bridge saws, waterjet systems, edge polishers, dust-collection and water recycling systems, air systems, forklifts, overhead cranes, digital templating equipment, and specialized software, investments that exceed several million dollars (approximately $4,555,000). These shops also carry large recurring expenses, including lease or mortgage payments, insurance, utilities, consumables, tooling, maintenance, and the payroll requirements of a large, skilled workforce. Production efficiency is essential to covering these costs, meaning shops must consistently process high volume under tight turnaround times particularly due to the low market price imposed by retailers, builders, contractors, and unsophisticated shops. In this environment, any slowdown in fabrication whether due to additional safety measures, labor shortages, or equipment constraints can significantly impact profitability due to the low market price. As a result, sophisticated shops must maximize output and minimize downtime, often creating tension between production demands and the implementation of comprehensive silica/toxin-control measures.

Unsophisticated shops: Exceptionally unsophisticated shops (Fig. B) typically operate on a low-capital, low-cost model that relies heavily on inexpensive manual labor, with fabrication done entirely by hand, often using dry methods or low-budget wet methods with inexpensive tools. Many also do not hold business or contractor licenses and any insurance. These shops often lack the financial resources required to purchase modern CNC equipment, wet-cutting systems, dust-collectors, or proper ventilation. Instead, they depend on handheld grinders, circular saws, and other basic tools that generate significant dust when used on stone or quartz. With minimal investment (approximately $9,150), training, or engineering controls, manual labor becomes the primary driver of production and workers are often pushed to complete jobs quickly due to their low retail price. Operating costs

such as rent, materials, and payroll leave little room for safety expenditures, air monitoring, or compliance with silica-control requirements. Additionally, they have no machinery to maintain, nor do they invest in housekeeping or facility upkeep. In my experience, some smaller shops face practical limitations that may affect their ability to implement comprehensive exposure controls. Since unsophisticated shops are able to set prices extremely low (often below $29 per square foot), these unsophisticated shops cause sophisticated competitors to adjust workflow in order to remain competitive, which can have an impact on industry safety standards.

However, most unsophisticated shops are not these exceptionally unsophisticated shops, but instead operate at an intermediate level that is common across the industry. These shops often have a single wet cutting machine, yet lack wet polishing and wet grinding tools and do not have HEPA-filtered exhaust ventilation. As a result, a substantial portion of fabrication activities continues to be performed using methods that generate airborne dust.

Respiratory protection in these settings is typically limited to N95 masks or standard cartridge respirators, rather than powered air-purifying respirators (PAPRs). In practice, this partial implementation of controls creates predictable gaps in respirable dust exposures during routine fabrication tasks.

This observation is not intended to characterize intent or diligence, but rather to describe structural and operational variability within the industry.

Figure A:



Figure B:



Facility

Facility sizes can range from as small as 1,000 square feet to over 100,000 square feet, with larger facilities often featuring additional yard space. The most common type of fabrication facility is small to mid-sized, typically ranging between 2,500 and 7,500 square feet.

Smaller facilities: typically cut slabs by hand, either (more rarely) using a handheld power saw or (more commonly) an older, pre-owned wet manual bridge saw. Edge profiling is usually done by hand with dry tools or more rudimentary wet tools. Due to limited space, it is impractical to install additional machinery without severely crowding the area and compromising both operation and safety. Moreover, larger machinery and pneumatic wet tools require a proper water recycling system (Fig. C) and a compressed air system (Fig. D), neither of which can fit in such a confined space. As a result, these facilities often rely on city-supplied water for the bridge saw, which generally provides less than the gallons per minute (GPM) needed to effectively control dust. The excess water typically drains into the street or alley. This issue is further compounded by recent guidance from slab manufacturers and Cal/OSHA that emphasizes the use of wet equipment. Such guidance can create the false impression among fabrication shop owners and workers that the use of wet methods alone is effective at disease prevention. The remainder of the fabrication process including laminating, edge profiling, cutouts, and polishing may be performed dry, as this method requires less space for smaller operations.

This type of operation requires the lowest startup and operating costs, approximately $9,150 (Fig. E) and generates the highest levels of dust, far exceeding the permissible exposure limit (PEL) of 50 $\mu g/m^3$ for respirable crystalline silica (RCS). For the majority of unsophisticated shops that use a wet manual bridge saw, costs are increased, yet the resulting reduction in silica exposure is only slightly decreased.

Figure E:

Equipment:	~ Quantity:	~ Cost:
Forklift (boom & clamp)	1	$5,000
Worktables	4	$1,000
A-Frames	3	$750
Power tools	7	$1,400
Miscellaneous	-	$1,000
	Grand Total:	**$9,150**

Larger facilities: utilize a combination of advanced machinery depending on the sector and volume of work. Regardless of a facility's size and machinery, handwork is still required for laminating and to achieve the desired quality or to create specialized designs, such as the popular miter edge profile. Current fabrication technology still requires manual processing for lamination, edge finishing, and detail work with the quality and design versatility that customers expect, which introduces additional exposure regardless of facility size and machinery investment. As a result, handwork remains essential, which generates dust above the PEL.

Operating a large facility involves the highest startup and operating costs, approximately $4,555,000 (Fig. F), though these operations typically produce less dust overall, depending on the specific combination of equipment, safety controls, engineering processes, operator practices, and sector. In comparison, a fully automated facility with robotic material handling can cost over $10,000,000.

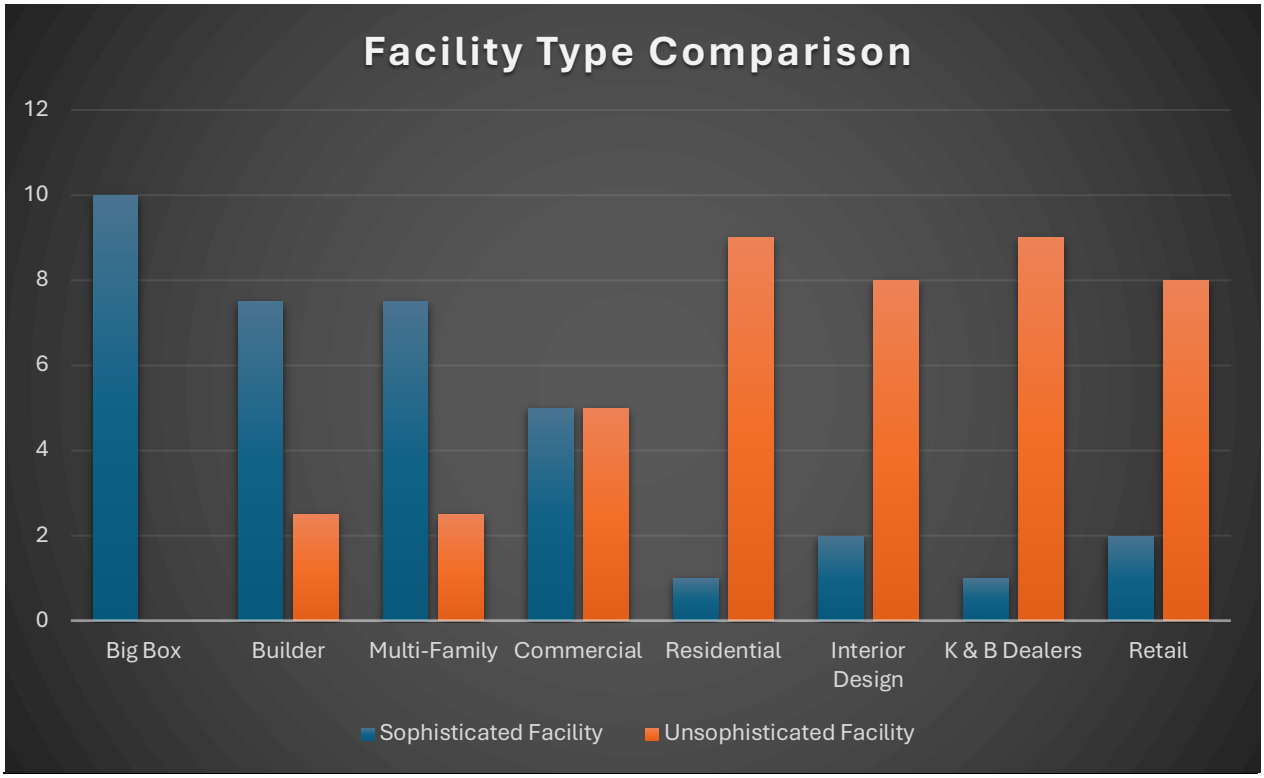
Figure F:

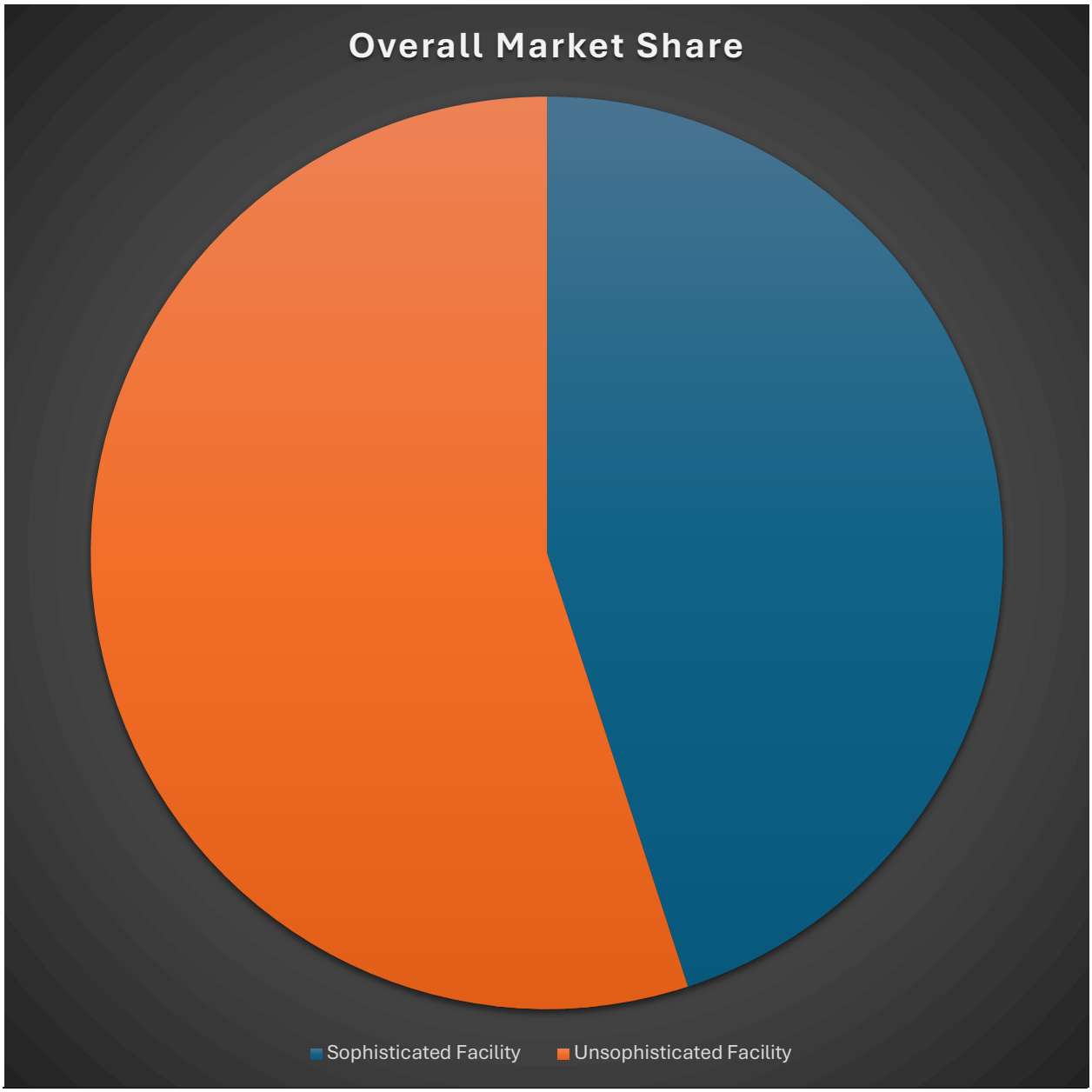
Equipment:	~ Quantity:	~ Cost:
Slab racks	20	$25,000
A-Frames	40	$80,000
Shop carts	100	$50,000
Worktables	20	$20,000
Forklift (boom & clamp)	3	$175,000
ARS (Garnet removal)	4	$100,000
Slab Scanner	2	$110,000
Crane system	1	$200,000
Water system	1	$100,000
Air system	1	$75,000
Dust system	1	$100,000
In-line machine	2	$500,000
CNC Presetter	1	$75,000
CNC Sawjet	4	$1,400,000
CNC Router	4	$1,400,000
CAD Computer	4	$20,000
Build out	-	$100,000
Miscellaneous	-	$25,000
	Grand Total:	**$4,555,000**

Facility Type Comparison

The graphs below illustrate the various sectors within the industry, showing the approximate usage levels between sophisticated and unsophisticated facilities, per my experience.

Sector:	Primary Facility:	Usage:
Big Box Retailer	Sophisticated	~100%
Builder Contractor	Sophisticated	~75%
Multi-Family Contractor	Sophisticated	~75%
Commercial Contractor	Sophisticated / Unsophisticated	~50%
Residential Contractor	Unsophisticated	~90%
Interior Designer	Unsophisticated	~80%
K & B Remodelers	Unsophisticated	~90%
Other Retail	Unsophisticated	~80%




Overall Market Share
Sophisticated Facility
Unsophisticated Facility

Shop Layout

In most countertop fabrication facilities multiple departments share a single open room from receiving, machine operations, finishing, shipping/receiving, and management commonly operate under the same roof and floor. That undivided layout allows respirable crystalline silica (RCS) and other toxins generated during machine and hand cutting, grinding, and polishing to migrate airborne throughout the shop. As a result, personnel who do not perform dust-generating tasks (shipping/receiving clerks, machine operators, engineers, and management) routinely encounter contaminated surfaces, clothing, tools, and breathing zones. This cross-contamination both increases occupational RCS/toxins exposures for non-machine/hand workers since lamination, custom hand work, and hand finishing are not in their own dedicated rooms.







Equipment

Water Recycling System: (used by mid-size and large shops) is the first step in creating a wet shop and must be properly sized to accommodate the total gallons per minute (GPM) used by all machinery and tooling. The cost of an average size water recycling system is approximately $75,000.

Figure C:



Air System: (used by mid-size and large shops) is essential for operating machines and pneumatic (air-powered) tools. It must be properly sized to accommodate the total cubic feet per minute (CFM) required by all equipment and tooling in use. The cost of an average size air system is approximately $50,000.

Figure D:



Measuring / Templating

Field measuring at the customer's home is the first step of any countertop order. Regardless of the measuring option utilized, human error is a factor in all of them, which ultimately leads to additional field cutting during installation and its associated dust.

Measuring Tape: (used mostly by small shops) This method requires the most field cuts, regardless of the fabricator's experience or equipment used for fabrication, resulting in the highest levels of dust, often exceeding OSHA's Permissible Exposure Limit (PEL) of 50 µg/m^3. The cost of a measuring tape is approximately $15.



Luan Sticks: (used by small and mid-size shops) are glued together to create a template of the area. This method can help minimize dust generated during installation, depending on the templater's experience and the accuracy of the template. However, all parts must be precisely cut and fabricated to match the template, which is a challenging standard to maintain consistently. The cost of materials is approximately $30 per template.



Digital Measuring Device: (used by mid-size and large companies) creates a live digital drawing and this method can help reduce dust, especially if combined with experienced engineers, operators and efficient use of CNC automated machinery. The cost per device ranges from $15,000 to $40,000.



Slab Inspection

Digital slab scanners or photographic slab stations are used to capture high-resolution, scaled images of stone and quartz slabs. These images allow fabricators to digitally lay out, align, and match individual parts before cutting, ensuring consistent veining, color continuity, and optimal material utilization for the final installation. Quartz manufacturers require that any claims regarding material defects be made before cutting, and that all labels be removed prior to inspection to ensure no defects are concealed beneath stickers. Additionally, labels must be removed to facilitate proper layout. As a result, only employees in the receiving department are likely to see any warning labels, regardless of whether a safety label is present.

Digital Slab Scanner: (used by large companies) provides consistent high-resolution photos. The cost of a slab scanner is approximately $75,000.



Photo Station: (used by mid-size and large companies) is used to capture photographs of stone and quartz slabs. The cost of a photographic slab station is approximately $25,000.



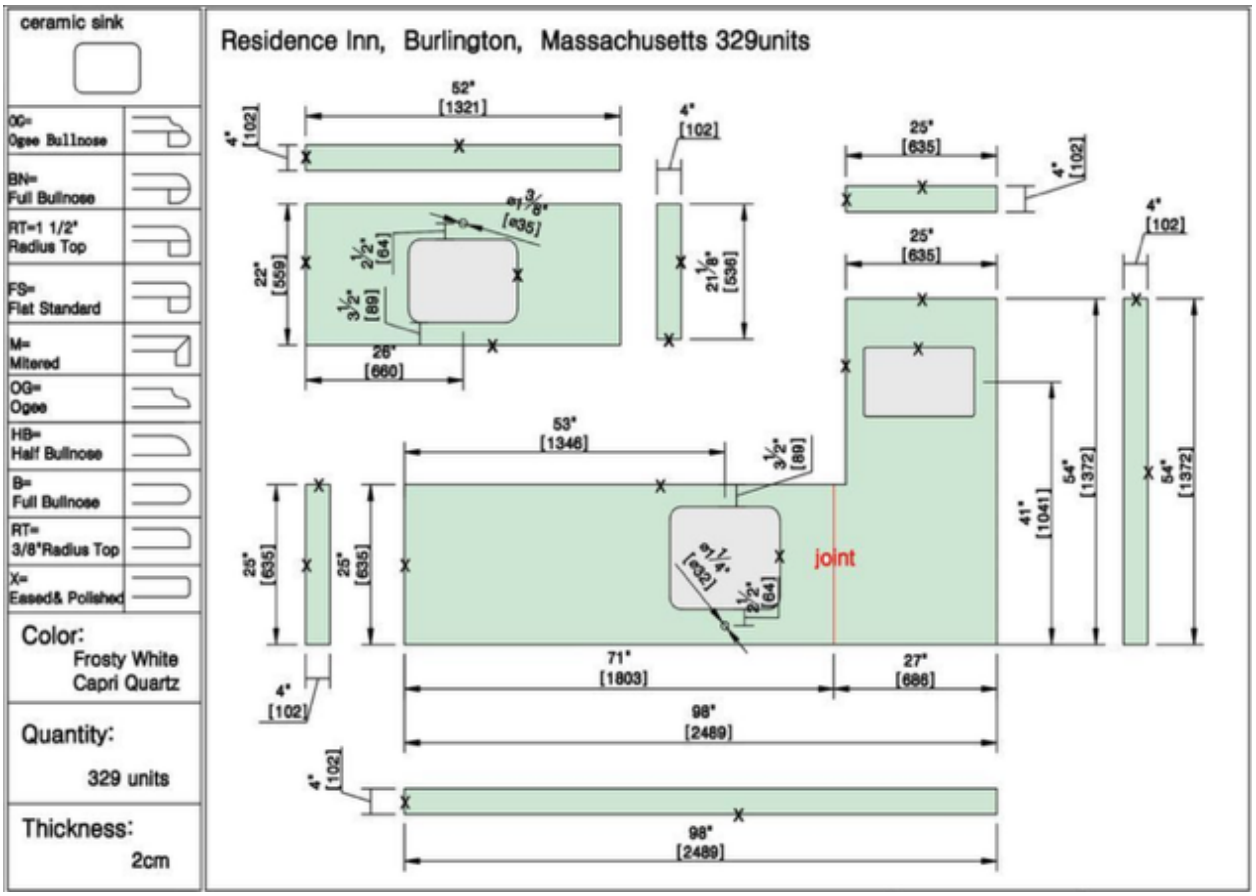
Matching Software: (used by mid-size and large companies) allows the engineer to position templated parts onto digital slab images and adjust their placement to achieve optimal seam alignment, vein matching, and backsplash continuity. The cost of digital matching software is approximately $15,000.



Engineering & Programming

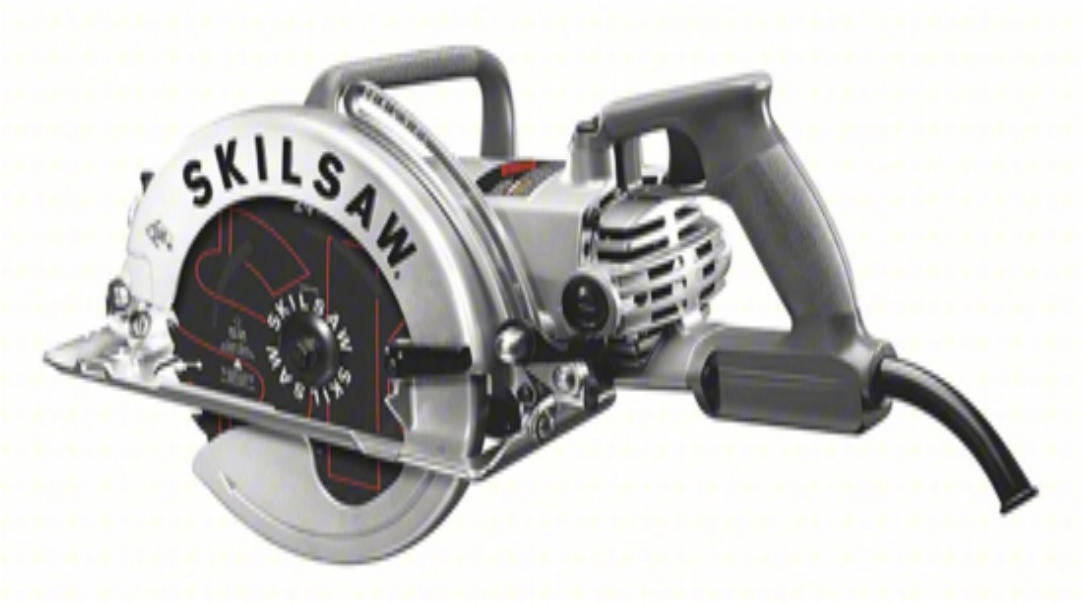
Operating any CNC (Computer Numerical Control) machinery requires both engineering and programming expertise. The amount of handwork or field cutting which will be needed ultimately depends on the experience and diligence of the engineer and operator, as well as the preferences of the owner or production manager and how it impacts time and cost efficiency. Producing a piece that requires less handwork will occupy more machine time, therefore, depending on capacity, volume, and budget, management must determine the optimal balance for their operation. Many fabricators choose to run a higher volume of slabs through CNC machines at a faster pace to meet cost constraints or fulfill order demands. As a result, this approach often leads to increased handwork in the shop and field, generating more dust.

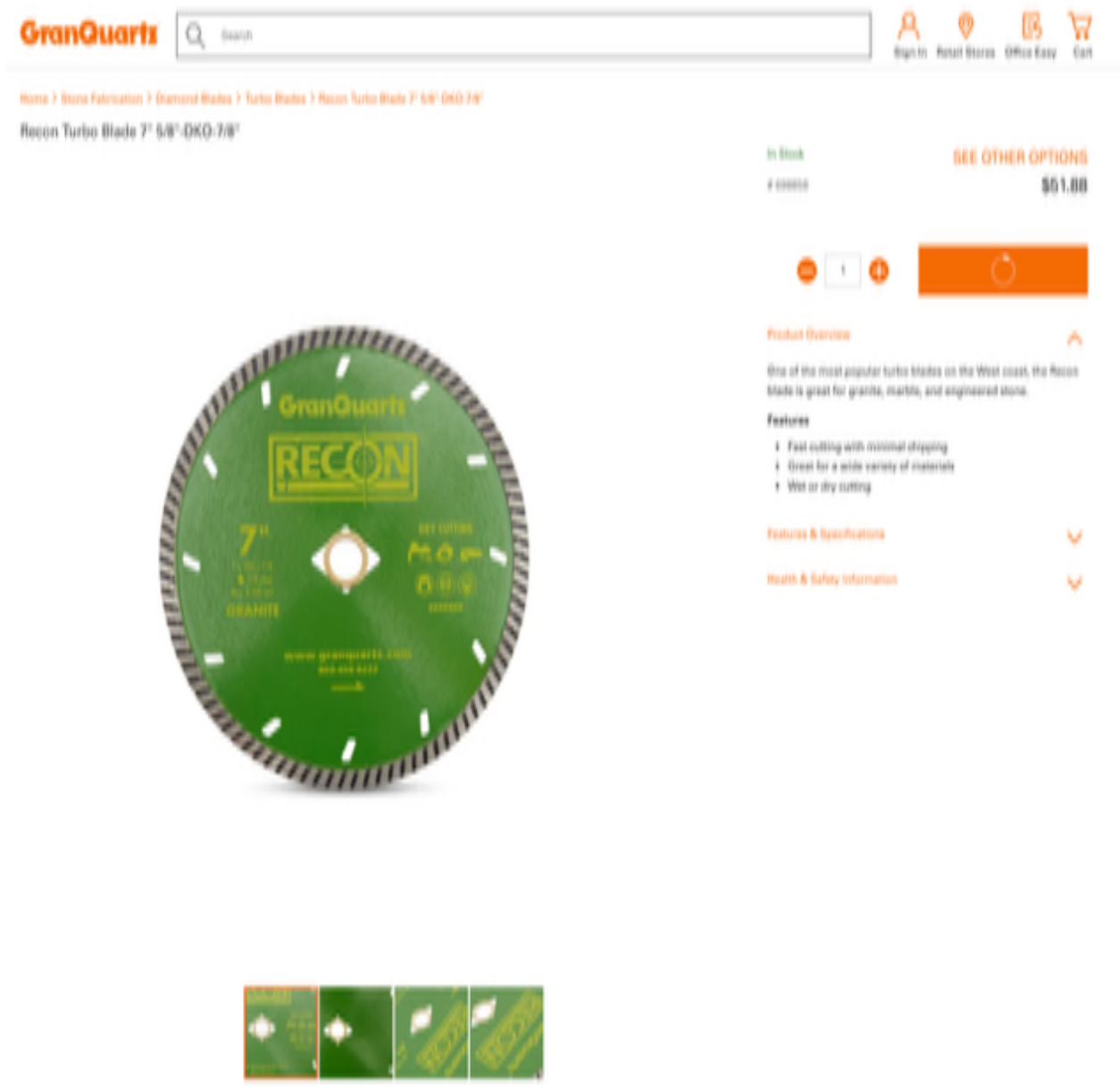
CAD Computer: (used by mid-size and large companies) The cost of a CAD computer and software is approximately $5,000.



Cutting

Handheld Power Saw: (used by some exceptionally unsophisticated small shops) Hand cutting is often performed with a circular saw equipped with a 7” blade, a method that generates the highest amount of dust. While a water attachment can be purchased to help reduce dust during cutting, it only partially controls visible dust since the saw is still guided manually, resulting in inconsistent cuts compared to a precise machine. Occasionally, the blade may contact the stone without water directly on top, further increasing dust production. Additionally, using the water attachment can obscure the cutting line with dirty water, making it difficult for the fabricator to see the product or the cut. This inconvenience often leads fabricators to forgo the water attachment in order to avoid costly mistakes or save time, ultimately resulting in dust levels that exceed OSHA’s Permissible Exposure Limit (PEL) of 50 $\mu g/m^3$. The cost of a handheld power saw is approximately $200.

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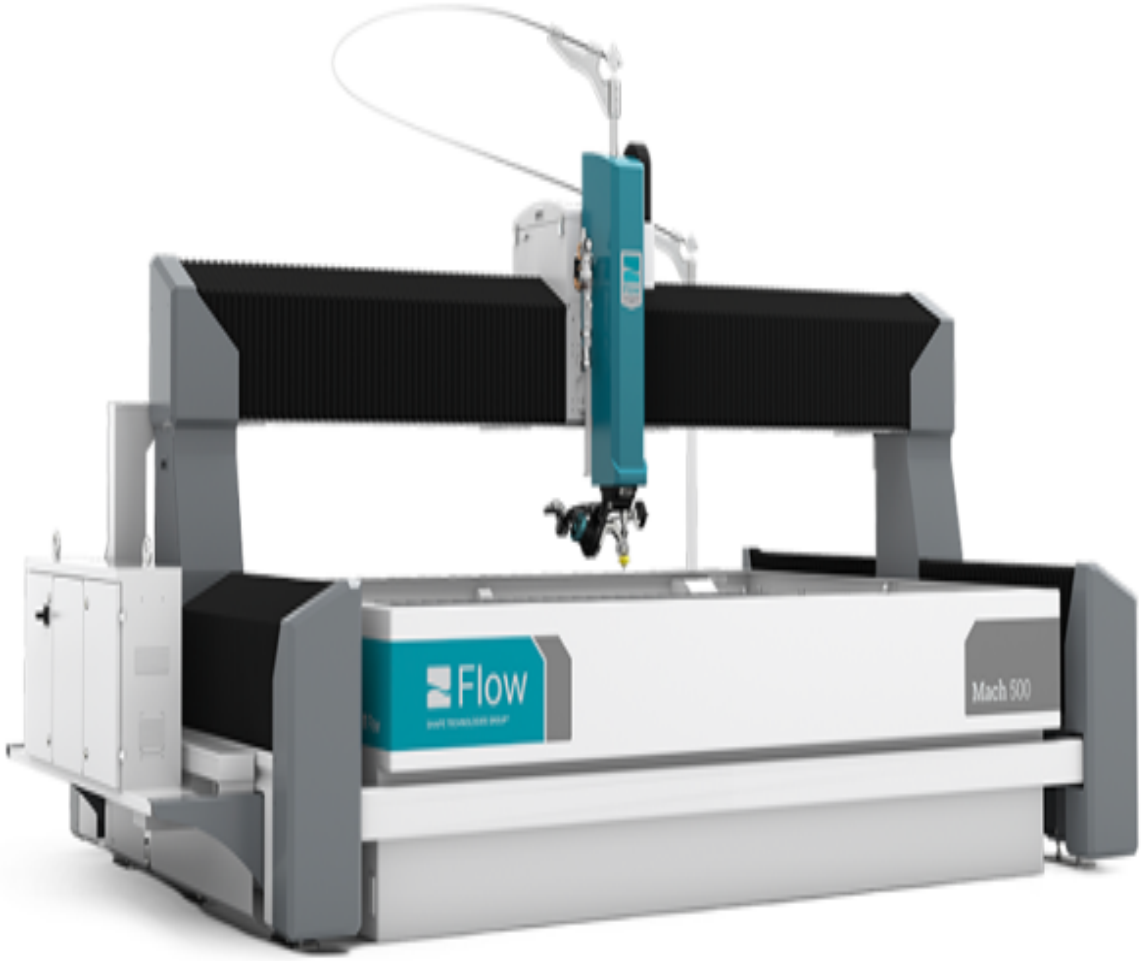
Manual Bridge Saw: (used by some small and mid-size shops) This wet cutting machine is designed to cut straight lines using water, but any other shapes or designs must be cut by hand with an angle grinder or handheld circular saw (approximately $200), which generates more dust than any other cutting method. The cost of a new manual bridge saw is approximately $75,000, while a used one can be found for around $20,000.



CNC (Computer Numerical Control) Bridge Saw: (used by mid-size and large shops) This highly programmable and efficient automated wet machine can cut almost any shape, significantly reducing handwork as well as releasing the least amount of visible dust. The cost of a CNC bridge saw is approximately $175,000.



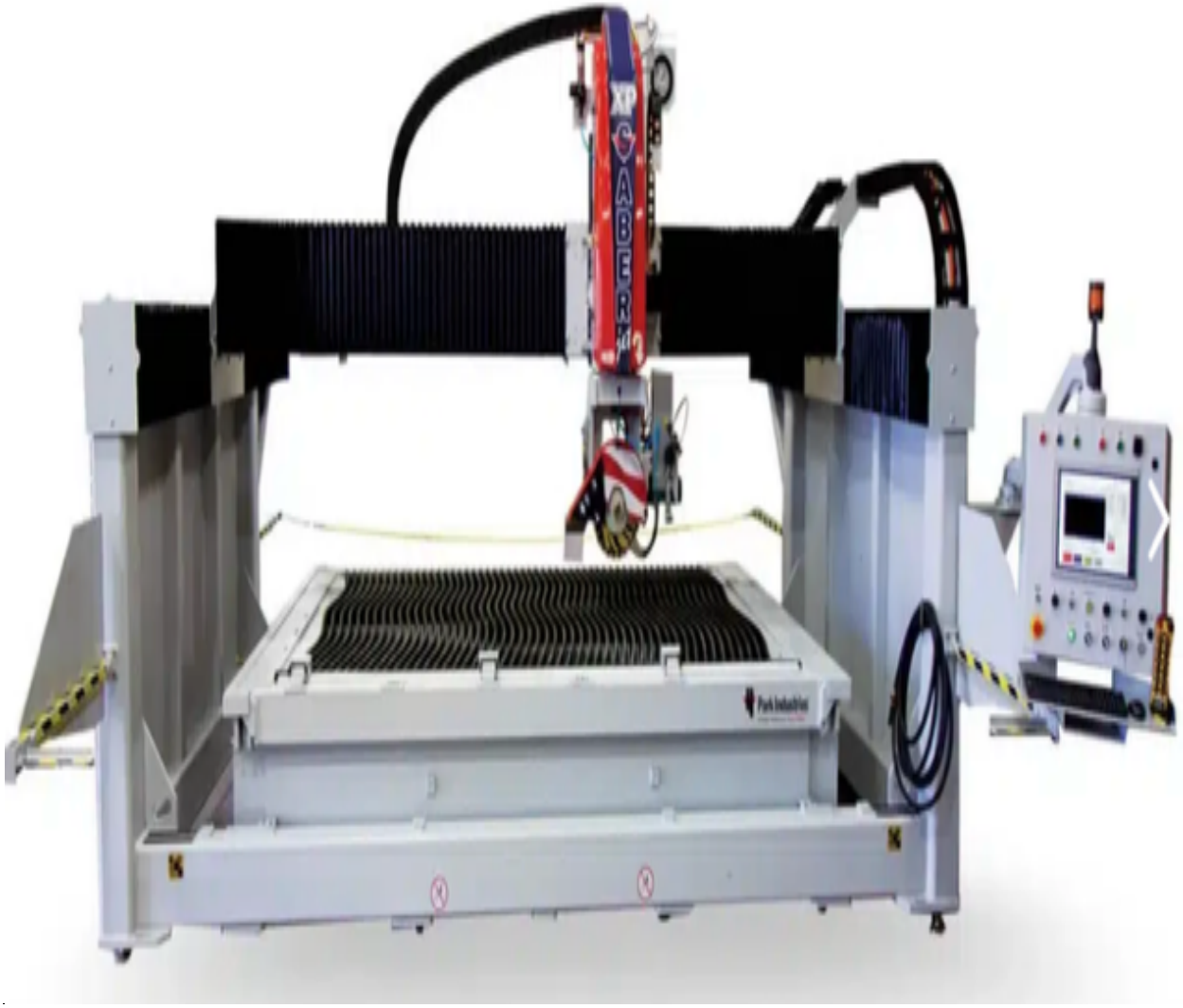
CNC (Computer Numerical Control) Waterjet: (used by mid-size and large shops) This is one of the most programmable and efficient automated wet machines, capable of cutting virtually any shape and reducing handwork. However, it releases more visible dust during cutting compared to other CNC machines. The cost of a waterjet is approximately $200,000.

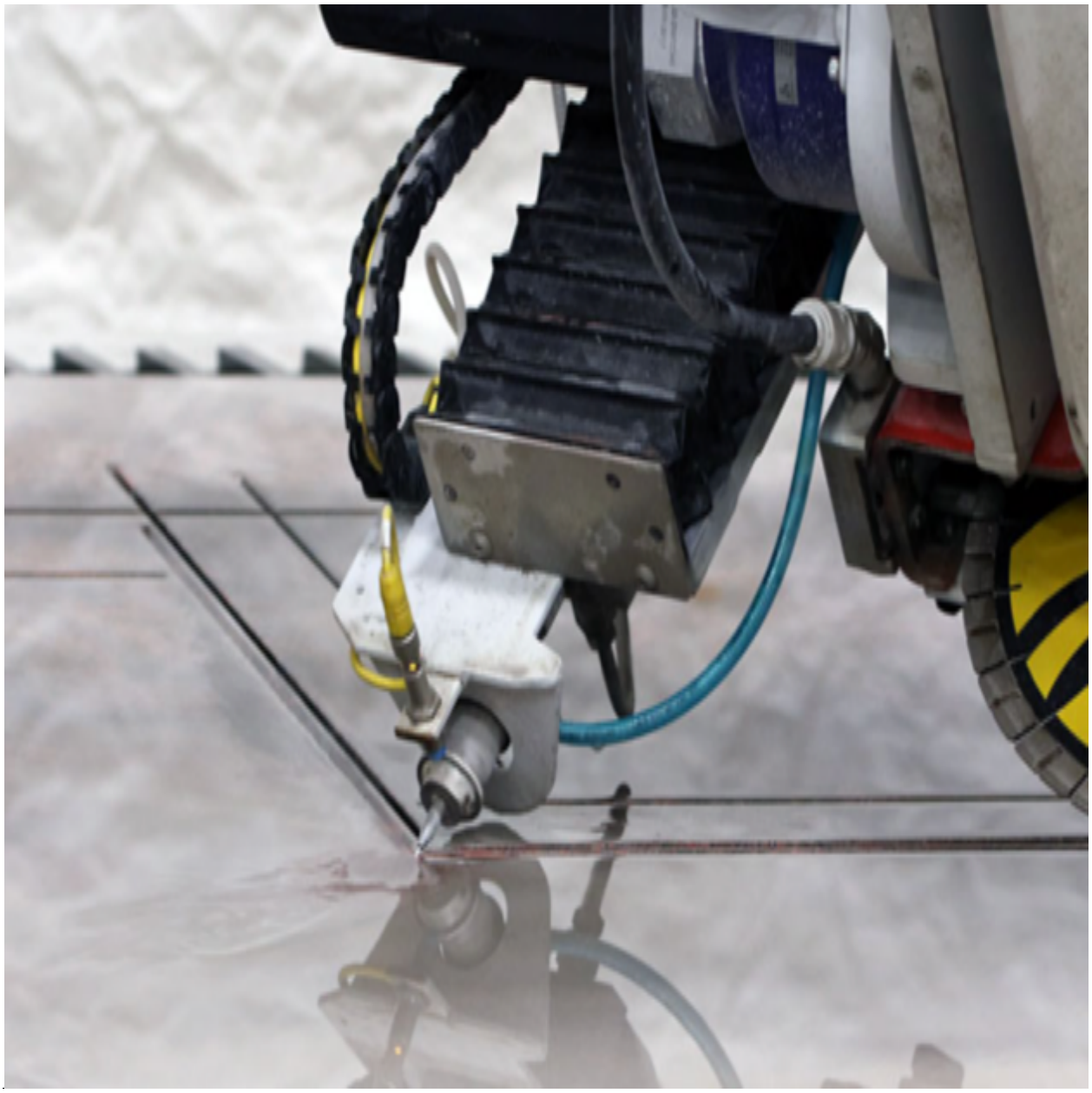




Abrasive Garnet for Cutting

CNC (Computer Numerical Control) Sawjet: (used by mid-size and large shops) This is one of the most programmable and efficient automated wet machines, capable of cutting virtually any shape and reducing handwork. However, it does release some visible dust during water jet cutting. The cost of a CNC sawjet is approximately $350,000.



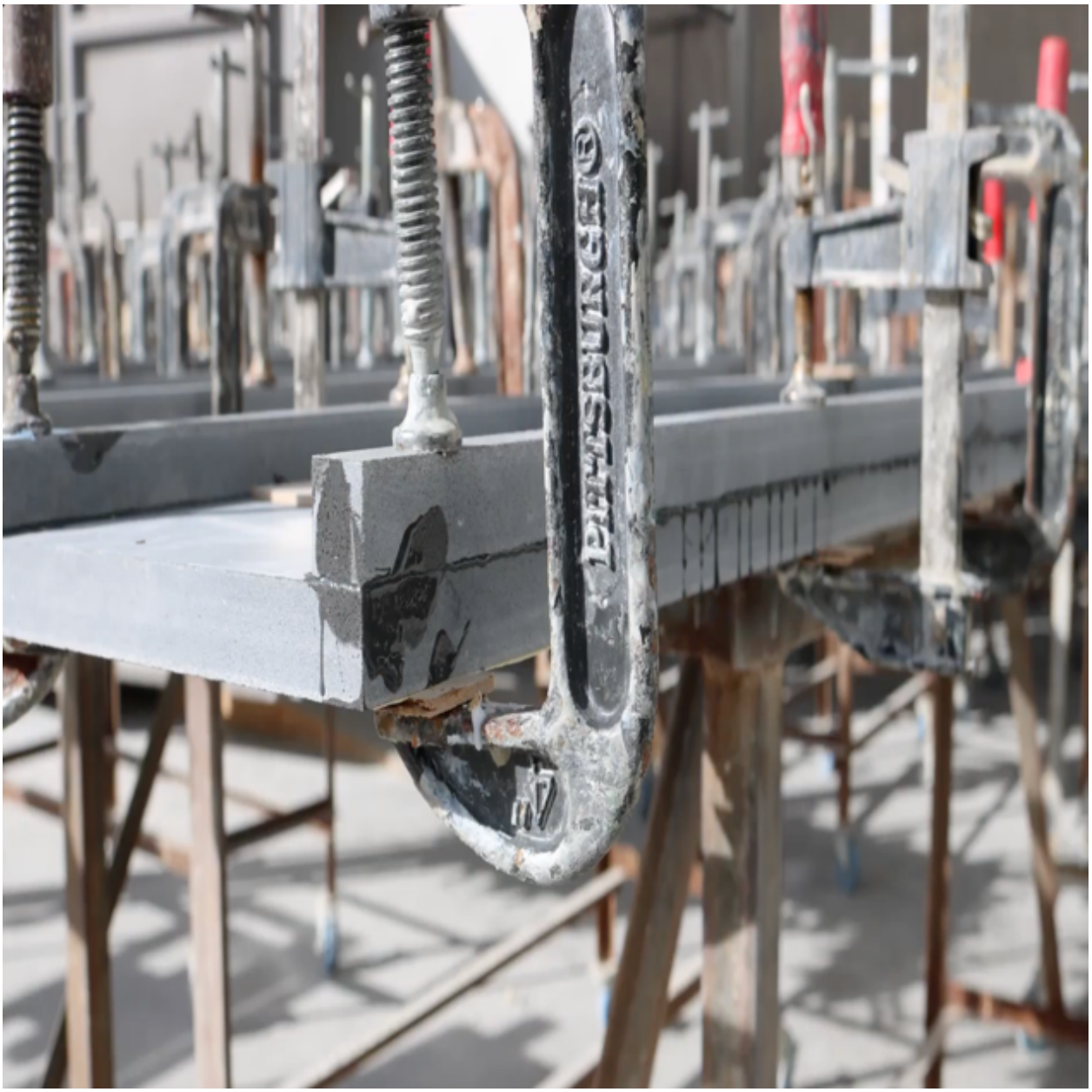


Cutting with Waterjet

Laminating

To meet consumer expectations for edge thickness and appearance, fabrication shops must laminate thinner slabs, a process that requires extensive edge grinding. Lamination is a process used to bond two thinner, less expensive slabs together to create a thicker countertop edge. Regardless of whether the fabrication shop is small, mid-sized, or large, lamination of 1cm, 2cm (Fig. G), or 3cm (Fig. H) slabs is always performed by hand. Typically, 1cm and 2cm slabs require more lamination than 3cm slabs. Both the bottom sides of the countertop edge and the apron (aesthetic buildup) pieces must be ground smooth by hand, using either an electric grinder dry (commonly used in small shops even ones that otherwise use wet equipment) or a pneumatic (air-supplied) wet grinder (used in some large shops). After grinding, the parts are cleaned and dried with compressed air before being glued and clamped together, ensuring a tight seam and strong adhesion in the finished edge detail. Once the pieces are glued and cured, any excess glue must also be ground off by hand before beginning the edging process. It is extremely difficult for unsophisticated fabrication shops to perform lamination grinding using improvised wet methods.

The need for lamination is driven largely by economic pressures originating with artificial stone slab manufacturers. In order to compete for market share particularly in high-volume markets such as California, manufacturers predominantly supply thinner 2 cm slabs, which are less expensive to produce, ship, and sell than 3 cm slabs. This shift toward thinner slabs transfers cost savings for the manufacturers while imposing increased fabrication cost, complexity, and exposure risk for the fabricators, creating foreseeable conditions in which hazardous dust generating tasks cannot be reliably performed using effective engineering controls.



2cm Quartz Lamination

Figure G:

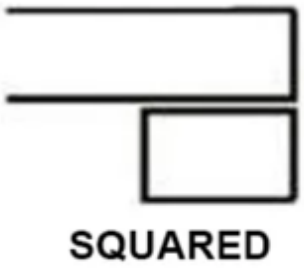
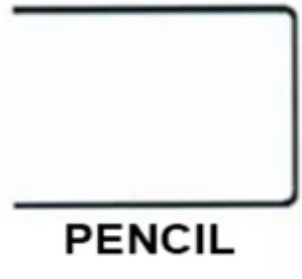


Figure H:



Currently, there is no automated machine on the market capable of performing lamination and eliminating the handwork that generates significant amounts of visible dust, thereby exposing fabricators to respirable crystalline silica (RCS) and other toxins. Most shops have always completed this step dry, as it speeds up the process and improves adhesion by eliminating the wait time for wet parts to dry before gluing. The miter edge, cut at a 45-degree angle as shown in Figure [I] (as opposed to the butt joint shown in Figure [J]), is the most popular edge profile on the market. Smaller shops often favor this profile because it is the easiest and quickest to achieve without specialized costly equipment such as an in-line machine or CNC router.

Grinding the backside of a mitered piece requires greater precision, making it more likely that fabricators will grind dry to ensure accuracy and maintain quality. Large, high-volume shops typically have dedicated lamination areas where dust is continuously generated. When fabricating porcelain slabs, only three edge details are possible, with the miter edge being by far the most common again, laminated by hand and producing the most dust.

Figure I:

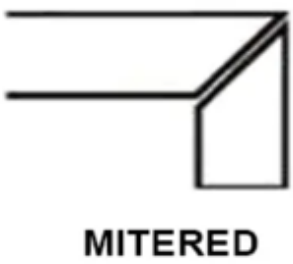
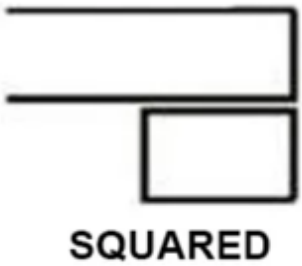


Figure J:



Because it is extremely common for 2cm quartz slabs to be laminated, this additional fabrication step generates approximately twice as much dust in the shop, regardless of whether it is performed wet or dry, and results in dust levels that exceed OSHA's Permissible Exposure Limit (PEL) of 50 µg/m^3.

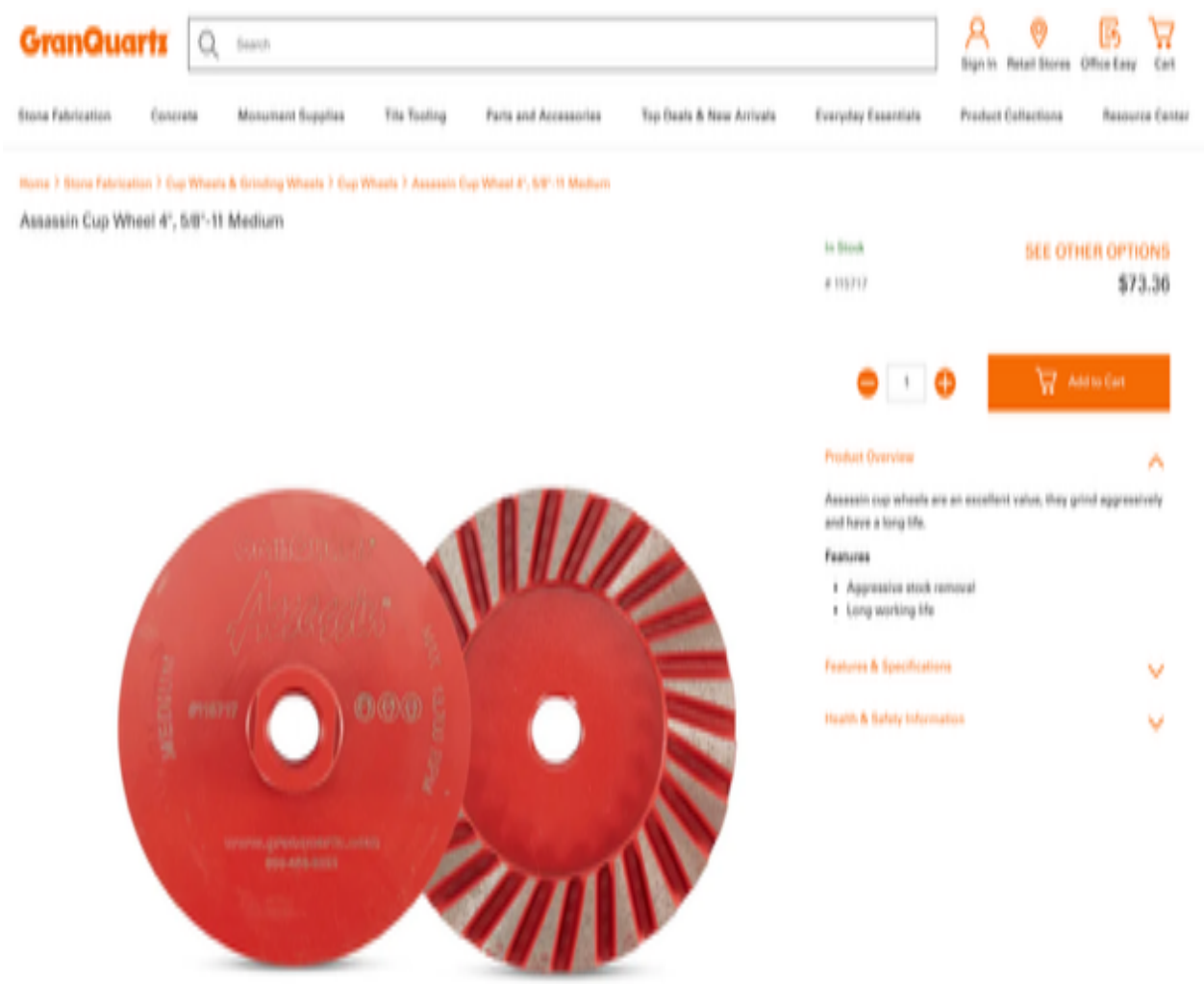
The use of 2cm material with a laminated edge is much more common in California, Arizona, and Nevada, whereas the rest of the country primarily uses 3cm material without lamination. As a result, it is not surprising that many of the initial cases of artificial stone silicosis are emerging in this region, given the significant amount of dust generated during the lamination process.

2cm Fabricated	**3cm Fabricated**
California: ~ 95%	California: ~ 5%
Other states: ~ 5%	Other states: ~ 95%

Edging

Hand Edging: (used mostly by small shops) Experienced fabricators use an electric sander or grinder to shape the desired edge profile with a diamond cup wheel, typically working dry or occasionally with a water attachment. This method produces the most dust and is especially challenging to perform with water, as it obscures the fabricator's view and makes it difficult to maintain accuracy and quality. Additionally, using water does not effectively capture dust or keep levels below OSHA's Permissible Exposure Limit (PEL) of 50 $\mu g/m^3$, since the tool must be constantly moved to achieve the desired profile. Fabricators are also often hesitant to use water with electric tools due to the risk of electric shock. The cost of an electric sander or grinder is approximately $175.

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Long working life
Features & Specifications
Health & Safety Information

Hand Router: (used mostly by mid-size shops) This method allows for shaping specific profiles when paired with the appropriate diamond router bit and water decreasing visible dust. After the initial shaping with the router, the fabricator must complete the process by hand using stones and polishing pads. These finishing steps are challenging to perform with water, as it can obscure visibility and make it difficult to maintain quality and accuracy. Additionally, using water at such high revolutions per minute (RPM) creates an airborne mist, making it difficult to comply with OSHA's Permissible Exposure Limit (PEL) of 50 $\mu g/m^3$. The cost of a router is approximately $5,000, with diamond bits costing around $500 per edge detail.



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- Precision balanced for smooth operation
- Fast and clean shaping

Features & Specifications

Literature

Health & Safety Information

Inline Edge Machine: (used by large shops) This type of automated machine can only produce convex edge profiles on straight pieces using a wet process decreasing visible dust. However, all outside and inside corners, as well as countertops that are not straight, must be finished by hand, generating dust. Water tools are not designed to effectively contain dust on corners, as these areas are not flat and it is difficult to maintain continuous water contact during grinding. Additionally, the edge profile off the machine often requires hand touch-ups to meet quality standards. These finishing steps are challenging to perform with water, as it obscures visibility and makes it difficult to ensure accuracy and maintain quality. The cost of an inline edge machine is approximately $300,000.



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ADI Eagle 130 Pre-Cut Wheel 130x40x3 Position 1 Snail Lock



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Product Overview

ADI® Metal bond wheels for inline edge machines are precision engineered and manufactured in Italy. ADI® inline wheels are designed in close cooperation with the largest automatic edge machine manufacturers in the world. ADI® wheels are engineered specifically for each machine and each application they are intended for, providing the ultimate in performance and complete machine solutions. In addition to the tool quality and performance, an investment in ADI® also means access to industry leading support from GranQuartz's team of technicians.

Features

- Unsurpassed production speed with unmatched tool life and shape integrity
- Every tool is individually precision engineered for optimum performance
- High performance tooling solutions for all machine makes and types

Features & Specifications

Health & Safety Information

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Alpha Twincur GEM Wheels 6" Snail Lock





Alpha Twincur GEM 6" 100 Grit, Snail Lock

900730

$144.90

0



Alpha Twincur GEM 6, 200 Grit, Snail Lock

900731

$144.90

0



Alpha Twincur GEM 6" 500 Grit, Snail Lock

900732

$144.90

0



Alpha Twincur GEM 6" 1000 Grit Snail Lock

900764

$144.90

0



Alpha Twincur GEM 6" 2000 Grit Snail Lock

$144.90

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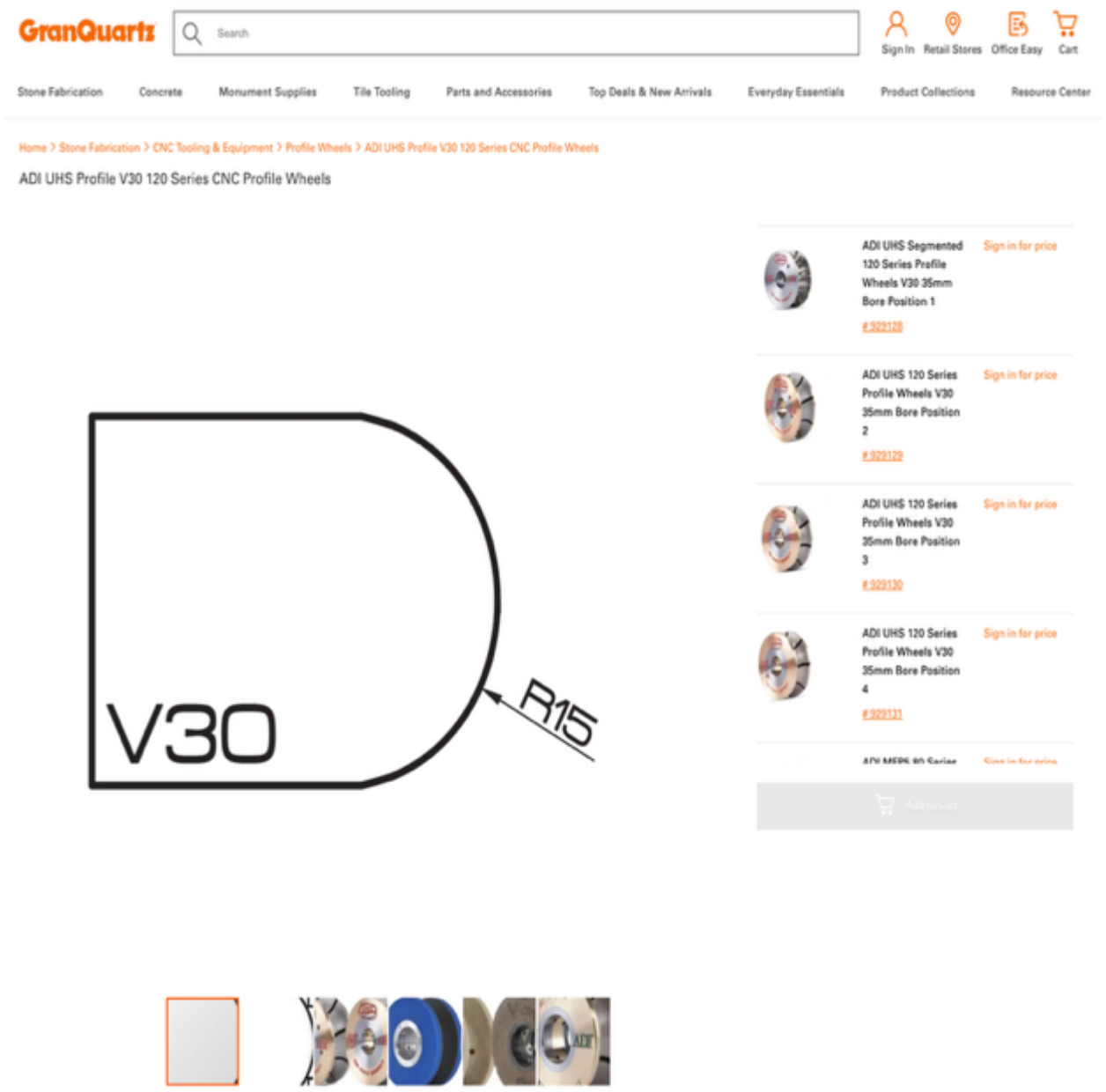
CNC (Computer Numerical Control) Router: (used by mid-size and large shops) This type of automated machine can produce both convex and concave edge profiles on pieces of nearly any shape, using a wet process reducing visible dust, except for inside 90-degree corners, which the machine can only achieve with a 2” radius. True 90-degree inside corners must be completed by hand, which generates dust. Water tools are not designed to effectively contain dust on corners, as these areas are not flat and it is difficult to maintain continuous water contact during grinding. Additionally, the edge profiles produced by the CNC router often require hand touch-ups to meet quality standards.

The cost of a CNC router is approximately $350,000, with tooling costs around $9,000 per edge detail. Due to the high cost of CNC edge detail tooling, many shops limit the number of edge profiles they offer. Shops may either provide only the edge profiles for which they have tooling or more commonly fabricate alternative customer requests by hand.

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ADI UHS 120 Series Profile Wheels V30 35mm Bore Position 3
#929130
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ADI UHS 120 Series Profile Wheels V30 35mm Bore Position 4
#929131
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Polishing

Electric Sander: (used by all shops) Fabricators in unsophisticated shops commonly use electric sanders to perform polishing operations dry. While water attachments are commercially available and can be connected to the tool and a garden hose to enable wet polishing, some workers instead improvise by using a handheld water bottle with a hole punched in the side. Neither approach provides effective dust control, and neither is capable of reliably reducing airborne respirable dust concentrations to levels at or below OSHA's permissible exposure limit (PEL) of 50 µg/m^3 for respirable crystalline silica. Additionally, fabricators are often reluctant to use water attachments with electric tools due to concerns about electrical shock and equipment damage. The typical cost of an electric sander is approximately $175.



Pneumatic (air-powered) Sander: (used by mid-size and large shops) Fabricators in wet shops typically use a pneumatic (air-powered) sander with a built-in center water feed, operating at approximately 3 gallons per minute (GPM), significantly less than the 25–50 GPM used by larger machines. However, this method is not effective at controlling dust and cannot reliably meet OSHA's Permissible Exposure Limit (PEL) of 50 µg/m^3. The cost of a pneumatic polisher is around $500.



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Pro Series Superflex Wet Pad 4" 50 Grit

In Stock

993773

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$22.64

1

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Product Overview

Pro Series Superflex polishing pads are great for difficult-to-polish profiles such as an ogee. The ultra-flexible pad delivers a high-quality polish on natural or engineered stone materials.

Features

- Ultra flexible
- Great on granite, engineered stone and other natural stone surfaces

Features & Specifications

Health & Safety Information

Custom Handwork

Below is a screenshot of Bedrock Quartz, a large and sophisticated shop in Utah, assembling an integrated sink from a slab. This process can only be performed by hand, as shown, and requires dry hand grinding to achieve the high accuracy and precision necessary for quality results, regardless of the shop's size or level of sophistication.

https://www.youtube.com/watch?v=iM6KAqumyxs



Quality Control

No matter which machines are used, every part must pass through a finishing department to ensure quality and accuracy. This finishing process requires hand touch-ups, which will generate airborne dust or even visible dust. The amount of handwork needed varies widely depending on factors such as the employee's experience, measurement accuracy, engineering, programming, machine setup, cutting, lamination, tool management, and edging. As a result, the range can be as broad as needing to rework an entire countertop by hand to requiring only minimal touch-ups.

An average kitchen consists of four countertops and seven backsplashes, totaling 11 pieces. In my experience, a typical shop produces about three orders per day, resulting in approximately 33 parts per day or 693 parts per month. The proper way to check these pieces for quality and accuracy before shipping and prevent field work as much as possible is to assemble all the countertops together in the shop to ensure they fit and align correctly prior to installation. Each piece is then adjusted for size, gloss, and checked for any defects.

Performing these adjustments with water is challenging, as it prevents fabricators from clearly seeing their work and verifying accuracy and quality. The variables involved in this process ultimately dictate the amount of handwork required, and, consequently, the amount of visible dust generated. Maintaining OSHA's Permissible Exposure Limit (PEL) of 50 $\mu g/m^3$ can therefore be a significant challenge.

Installation

A typical countertop installation crew consists of 2-4 people, depending on the size and weight of the parts. The crew usually begins by setting up a workstation onsite, equipped with a worktable and electric tools for cutting and grinding as needed (see Figure N). Installation sites often lack water access or the ability to fully enclose work areas.

The next step is to dry-fit the parts, checking how they fit together at the job site. Once any necessary adjustments are identified, the crew will cut, trim, notch, or resize parts by hand as needed. This process generates visible dust, often far exceeding OSHA's Permissible Exposure Limit (PEL) of 50 $\mu g/m^3$.

Many shops, especially smaller ones without automation, perform only basic fabrication in the shop, such as cutting and edging. Tasks like seaming, cooktop cutouts (Fig. O), overmount sink cutouts, faucet hole cutouts, electrical outlet cutouts (Fig. P), and backsplash cuts are often left to be completed onsite. Some mid-size and large shops follow a similar approach, typically fabricating seams in the shop but leaving cutouts for onsite completion. This is often due to concerns about making incorrect cuts, personal or shop preferences, or not having all the necessary information at the time of field measurement. Only a few automated, highly sophisticated shops attempt to complete all fabrication in the shop as best as possible. Even then, perfect fits are not guaranteed, and field adjustments are required.

For the installation of prefabricated or cut-to-size countertops, most shops set up at the job site to cut, edge, and make any necessary cutouts, all of which generate visible dust.

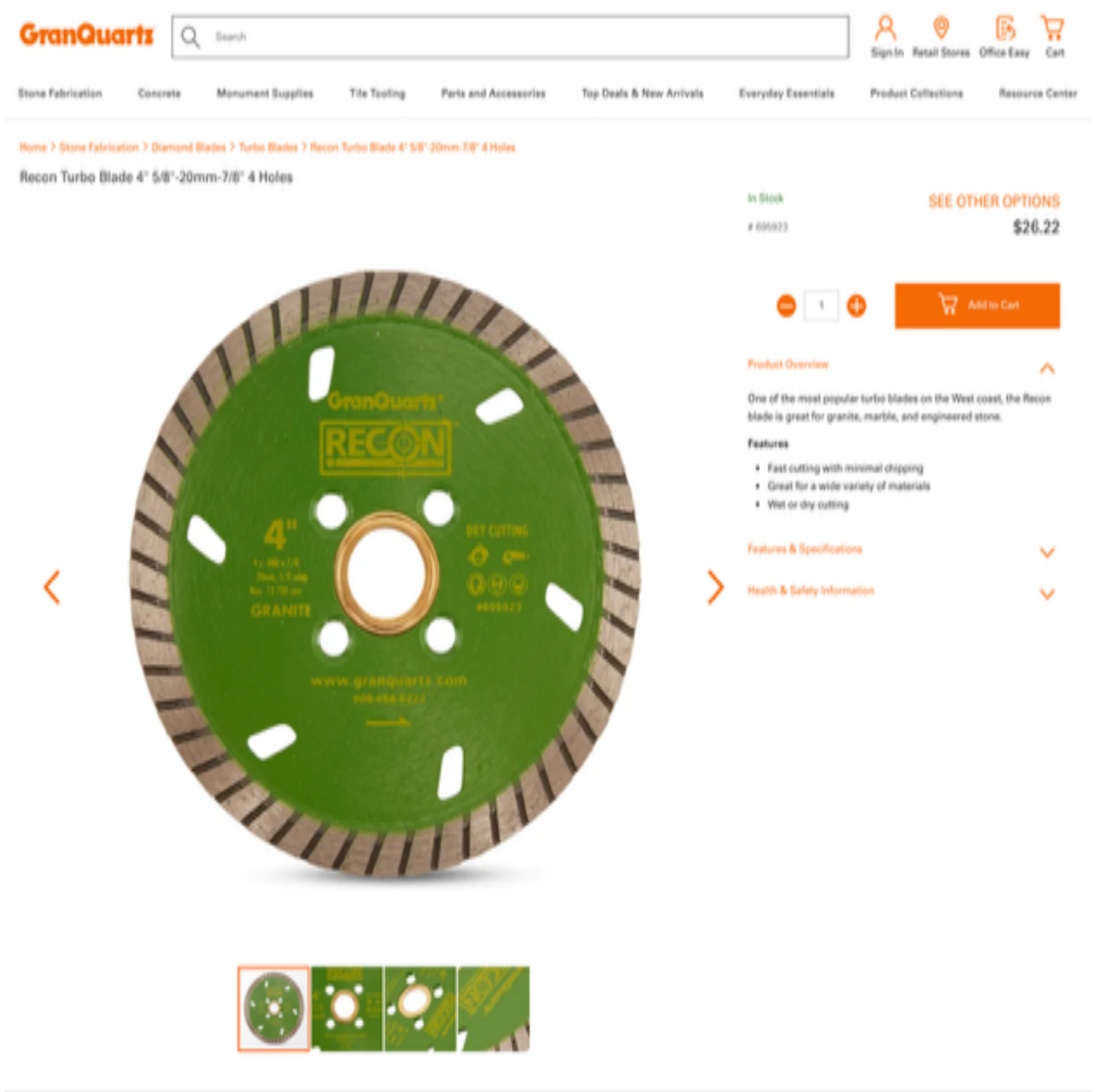
Sectors such as builder, multi-family, and commercial often pressure shops to forgo field measuring. Instead, they require oversizing all parts based on cabinet drawings and resizing them on-site for the sake of speed, as they expect the countertop installation to occur the day after the cabinet installation. Without cabinets secured in place, it is nearly impossible to measure accurately (+/- .0625") for countertop parts. This practice results in visible dust levels that far exceed the permissible exposure limit (PEL).

Figure N:



Figure O:

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Recon Turbo Blade 4" 5/8"-20mm-7/8" 4 Holes
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$26.22
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Product Overview
One of the most popular turbo blades on the West coast, the Recon blade is great for granite, marble, and engineered stone.
Features
Fast cutting with minimal chipping
Great for a wide variety of materials
Wet or dry cutting
Features & Specifications
Health & Safety Information
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Pro Series Thin Wall Core Bit 1-3/8" Diameter 5/8"-11

In Stock

300209

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$97.11



1 Add to Cart

Product Overview

Pro Series® Thin wall core bits feature a smooth cutting bond with a high diamond concentration. This tool will drill through a wide range of hard materials cleanly and with minimal blowout

Features

- True thin wall design
- 2 5/8" Length
- Wet use only
- 5/8"-11

Features & Specifications

Health & Safety Information

Figure P:



Full-Height Backsplash

When installing full-height backsplashes, there are two common approaches to measuring and fabrication. One method is to cut the backsplash pieces oversized in height at the shop, then remeasure and trim them onsite after the countertops have been installed. This onsite trimming generates visible dust that often far exceeds OSHA's Permissible Exposure Limit (PEL) of 50 µg/m^3.

The alternative method is to treat backsplash installation as a separate phase: first, the countertops are installed; second, a return trip is made to measure for the backsplashes; and third, another trip is required to install them. While this approach minimizes onsite dust, it is significantly slower, much more expensive, and less desired by consumers due to cost and additional downtime making it difficult to remain competitive compared to completing the entire kitchen installation in a single visit. As a result, it is rarely used in practice.

Installing an average kitchen with full-height backsplash typically takes roughly twice the time, due to the numerous adjustments required onsite.



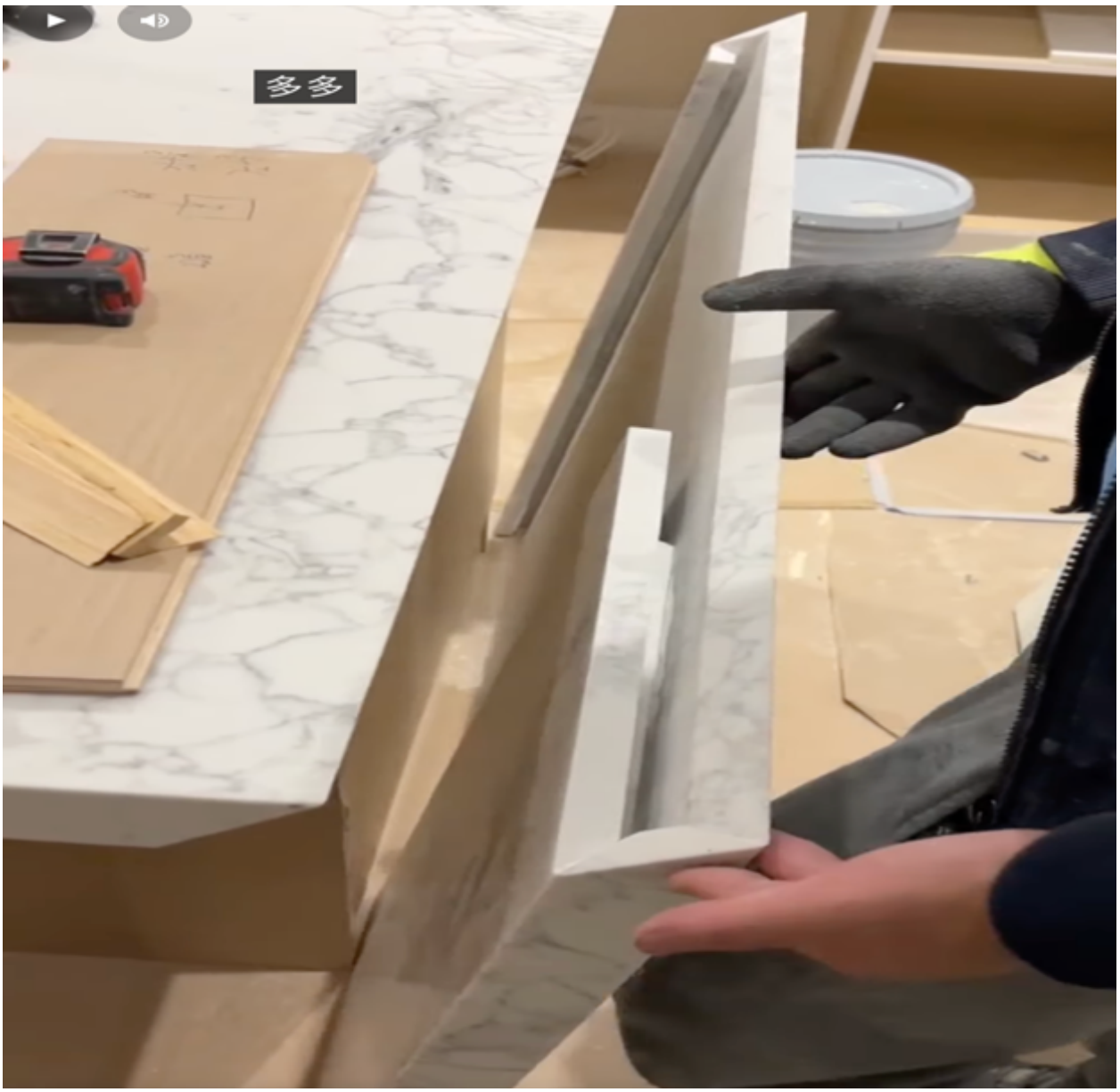
Seams

A photo of a countertop miter seam. To achieve a high-quality, minimally visible seam, dry hand grinding is essential, regardless of the size or sophistication of the shop.



Custom Handwork

A photo of a waterfall panel being installed. This procedure can only be performed by hand in the field and requires dry hand grinding to achieve the high level of accuracy and precision necessary for quality results, regardless of the size or sophistication of the shop.



Regardless of how countertops are measured and fabricated, field installation presents numerous challenges with very limited controls in today's market to consistently stay reliably below the permissible exposure limit (PEL). As a result, the industry tends to over-rely on masks and respirators, which is not an adequate primary control for protecting workers from respirable crystalline silica (RCS) and other toxin exposure and is intended only as a secondary line of defense. However, enforcing proper PPE use on install job sites is extremely difficult, as human factors, such as improper use of controls or time pressure, further increase the risk of exposure.

Standard Operating Procedure (SOP)

Here's is an example of a general Standard Operating Procedure (SOP) of a sophisticated shop for measuring, fabricating, and installing stone and quartz kitchen countertops. This SOP breaks down each phase into clear, actionable steps. Fulfilling an order for kitchen countertops requires careful planning, skilled craftsmanship, and significant time. Any error or deviation during any of these steps can result in additional manual rework, either in the fabrication shop or at the installation site due to time constraints or setup.

Measurement (Templating) & Engineering Process:

On-Site Templating

- Verify cabinets are level and secure.
- Measure all countertop surfaces, including overhangs and backsplashes.
- Mark sink and cooktop locations, appliance clearances, and wall irregularities.
- Note locations of outlets, light switches, and any obstructions.
- Confirm seam locations.
- Take detailed notes and photographs for reference.
- Confirm measurements and details.

Engineering

- Complete order details and confirm field drawing.
- Add measurements to all parts.
- Color code parts per legend.

Inspection & Layout

- Remove all labels and plastic covering per manufacturer.
- Inspect slabs for defects, scratches, marks, thickness, level, color variations, match and lot number.
- Scan or photograph slabs
- Load CAD drawing (templates) into matching software to complete digital layout on the slabs to optimize material usage and match patterns.

Programming

- Separate parts on CAD drawing.
- Place parts on slab and path to cut by blade and or waterjet.
- Place parts on CNC router table and path desired edge profile.

Fabrication Process:

Receiving

- Material Handling.
- Move slabs to the fabrication staging area using proper lifting equipment.

Cutting Process

- Load slab onto CNC saw or waterjet machine.
- Select cutting file and start program.
- Cut slabs to size.
-Label parts as needed.
- Offload slabs onto tables or cart, dispose scraps and store remnants, clean cutting table.

Laminating Process

- Grind back of counter and apron using a diamond cup wheel until smooth.
- Dry parts using compressed air.
- Mix and match glue and apply to both counter and apron.
- Clamp counter and apron together and remove excess glue.
- Remove clamps and grind any excess glue.

Edge Profiling Process

- Load parts onto CNC router or inline edge machine.
- Select edging file and start program.
- Edge parts to desired profile.
- Offload parts onto tables or cart.

Finishing & Inspection Process:

Cutouts and Details (optional)
- Drill faucet holes and any cutouts using a grinder with a 4” diamond blade and core bit.
- Shape inside and outside corners as needed using a grinder with a diamond cup wheel.
- Polish remaining areas as needed using a polisher with diamond pads.
- Dry-fit parts and dress seams as needed using a grinder with diamond pads.

Quality Control
- Inspect all pieces for accuracy, finish quality, and defects.
- Dry-fit sink and cooktop cutouts to ensure accuracy.
- Clean surfaces and prepare for installation.

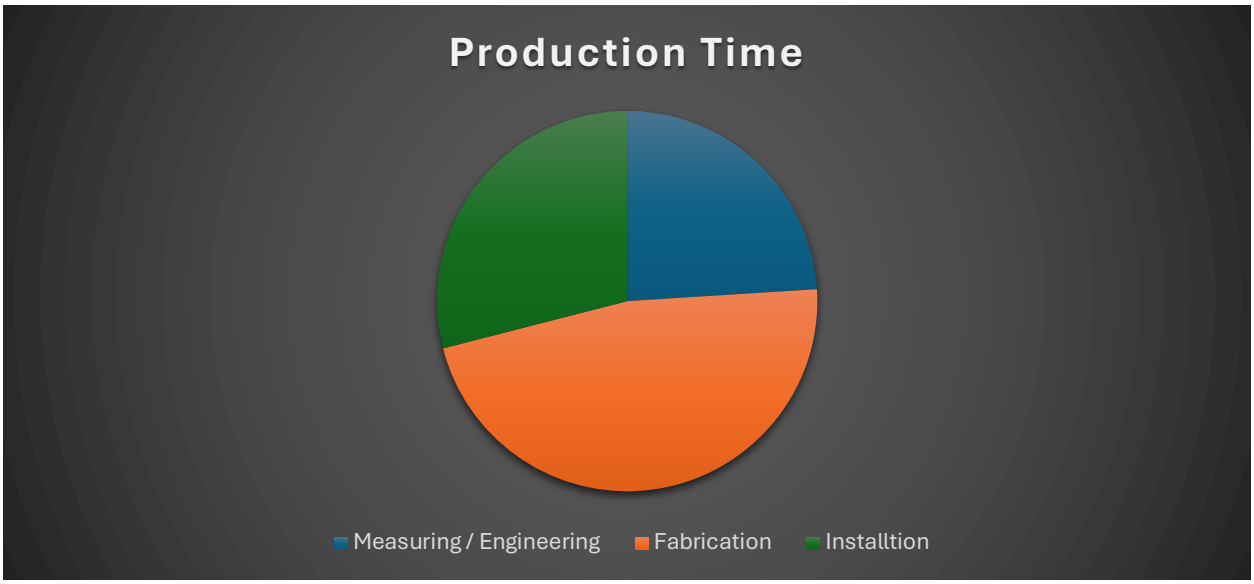
Installation Process:

Pre-Installation Preparation
- Carefully transport countertop pieces to the site.
- Dry-fit all pieces to ensure proper fit and alignment.

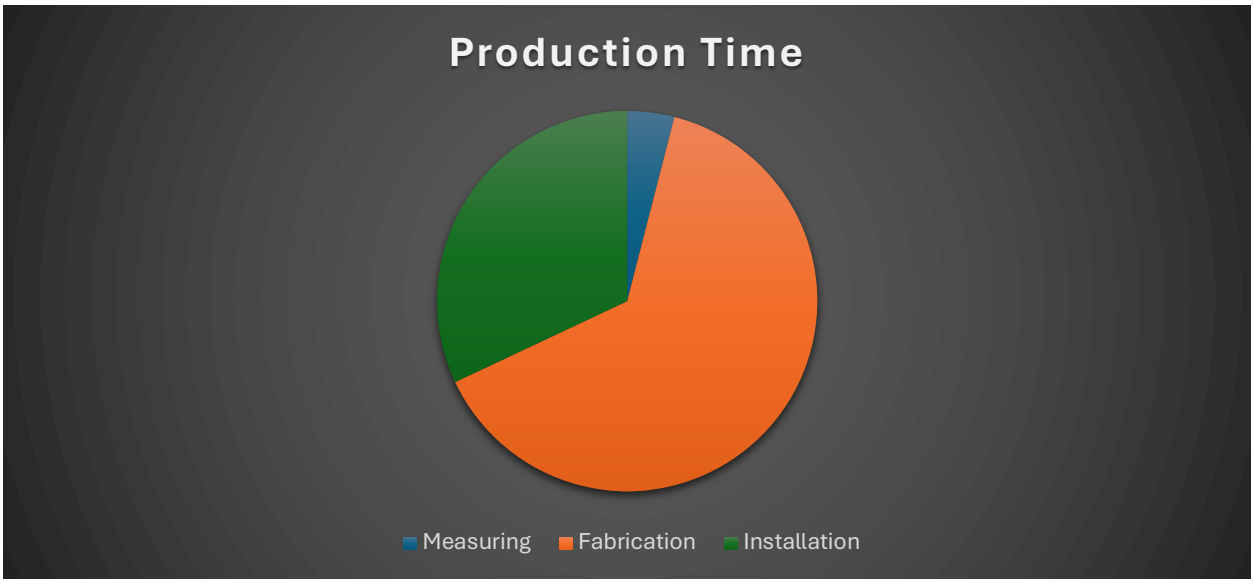
On-Site Installation
- Size parts and complete cutouts as needed using a grinder with a 4” diamond blade.
- Polish all remaining areas as needed using a polisher with diamond pads.
- Apply adhesive or silicone to cabinet tops and seams.
- Set countertops in place, ensuring proper overhangs and alignment.
- Secure and tighten seams with seam setters and remove excess adhesive.
- Install sink and attach any necessary hardware.
- Drill faucet holes using a grinder with a core bit.
- Caulk backsplash and wall joints as needed.

Final Inspection and Cleanup
- Inspect installation for levelness and overall quality.
- Clean all surfaces and remove debris from the site.

For a **sophisticated shop** the average time to measure and engineer kitchen countertops is approximately 4 hours, followed by about 8 hours for fabrication and another 5 hours for installation. In total, the entire process typically takes around 17 hours from start to finish.



For an **unsophisticated shop** the average time to measure and engineer kitchen countertops is approximately 1 hour, followed by about 16 hours for fabrication and over 8 hours for installation. In total, the entire process typically takes around 25 hours from start to finish.



Work Environment & Safety

Employees work in a fast-paced environment where they must remain constantly vigilant, continually scanning their surroundings to protect themselves from life-threatening hazards such as moving machinery, falling slabs (which are extremely heavy), or sharp edges. In addition, employees now have the added concern of exposure to toxic air from artificial stone slabs, which poses a serious health risk. In my experience, this induces an immense level of stress for employees to endure daily.





It is also my professional opinion that reputable fabrication shops generally strive to operate responsibly and do not intentionally place their workers in any risk, including from silicosis.

For example, from the beginning, fabrication shop owners have understood that a falling slab is a heavy and inherently dangerous object that can seriously injure or kill a worker. As a result, they implemented appropriate training, invested in handling equipment, and adopted safety procedures to mitigate that well recognized hazard. Had the dangers of respirable crystalline silica and other toxins in artificial stone slabs been known or clearly communicated at the time artificial stone entered the market, the response would have been similar. Owners would not have ignored the risk. The implication that fabricators consciously disregarded worker safety in relation to silicosis is inconsistent with the common practices used to control other known hazards. The absence of early warnings and accurate risk information from artificial stone slab manufacturers and suppliers prevented downstream businesses from understanding and addressing the true magnitude of silica/toxin-related dangers. If the risks of silica and other toxins had been clearly recognized and communicated from the beginning, the entire industry would look different today including its operational practices, PPE, pricing structures, competitive landscape, and the types of products offered.

Engineering Controls

Wet Controls

A **recycling water system and built-in trenches with grates** is the first step in creating a wet shop and must be properly sized to accommodate the total gallons per minute (GPM) used by all machinery and tooling. Regular maintenance must be performed daily, weekly, and monthly as it is essential to prevent downtime and ensure water quality remains uncontaminated.





Floor Trench with Grates

Pneumatic (air-powered) wet grinder and polisher, which delivers approximately 3 gallons per minute (GPM) of water, and this method is not effective at controlling dust and cannot reliably meet OSHA's Permissible Exposure Limit (PEL) of 50 µg/m^3. To use this control in the field, a large gas-operated compressor mounted on a vehicle would be required along with access to water, which is extremely costly and not commonly adopted in the stone industry.





Gas-Powered Compressor

Electric wet grinder and polisher, which delivers approximately 3 gallons per minute (GPM) of water, this method is not effective at controlling dust and cannot reliably meet OSHA's Permissible Exposure Limit (PEL) of 50 µg/m^3. Electric tools using water are not widely adopted within the industry due to the risk of electrical shock to the operator.



Four figures demonstrating wet polishing with a hand polisher. Figures [1] and [2] show the tool positioned flat against the slab, which can help contain some visible dust, though not completely. This method is typically used for polishing or for grinding the bottom or sides of the stone flat. In Figures [3] and [4], the water is unable to capture dust because it does not contact both the tool and the slab due to the angled position required for fabrication. As a result, the water either disperses into the air or hits the floor. This technique is commonly used for edging, sink cutouts, miters, seams, and inside or outside corners. The difference in the amount of dust released between polishing and angled grinding is significant. Although a hand tool only supplies approximately three gallons of water per minute, this is insufficient to control the dust generated during grinding operations.

FIGURE 1:

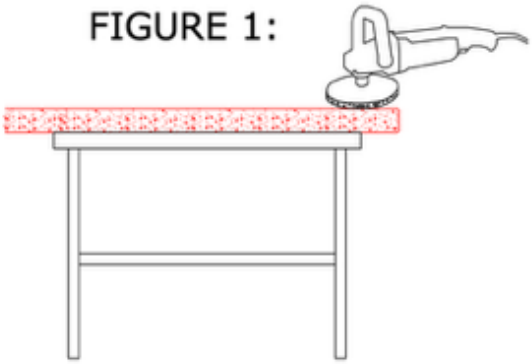


FIGURE 2:

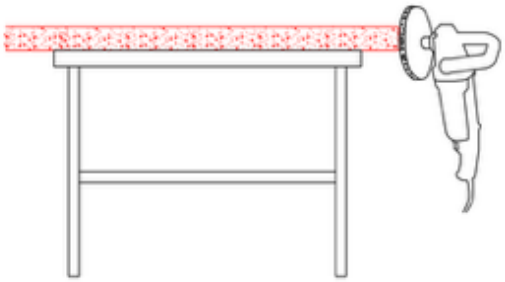


FIGURE 3:

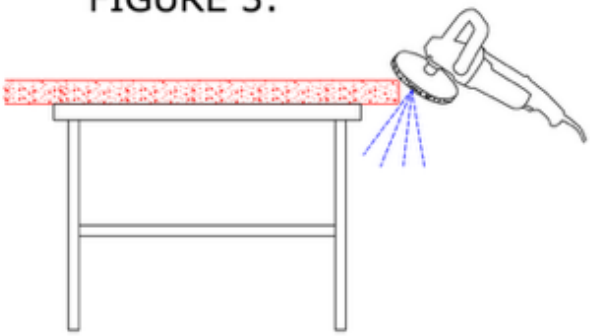
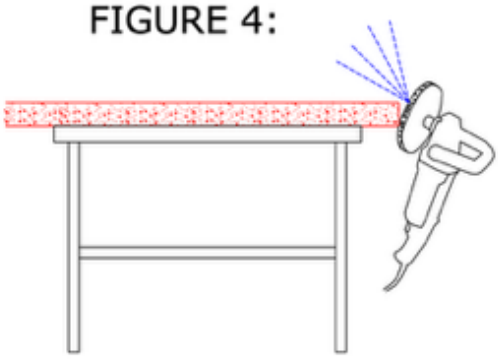


FIGURE 4:

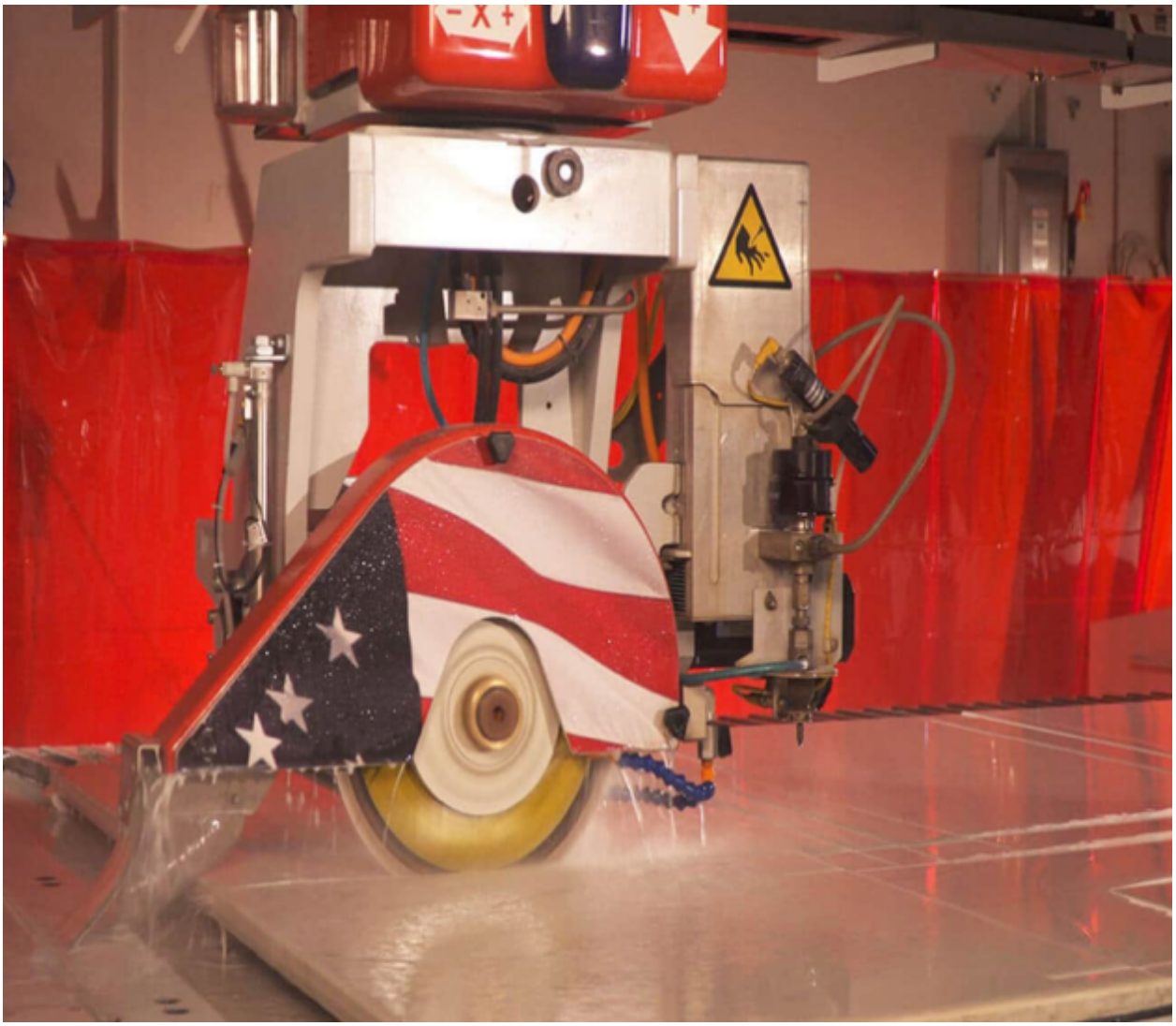


Sheet water wetting is considered one of the most effective control methods. Although this device can provide multiple steady streams of water, the excess water can reduce visibility of the part and the work being performed, making it an inefficient solution. Additionally, this control is not commercially available and must be custom-made by the fabricator. The need for multiple sizes to accommodate the various shapes and dimensions of fabricated parts further increases labor and time. This control is not widely adopted within the industry.

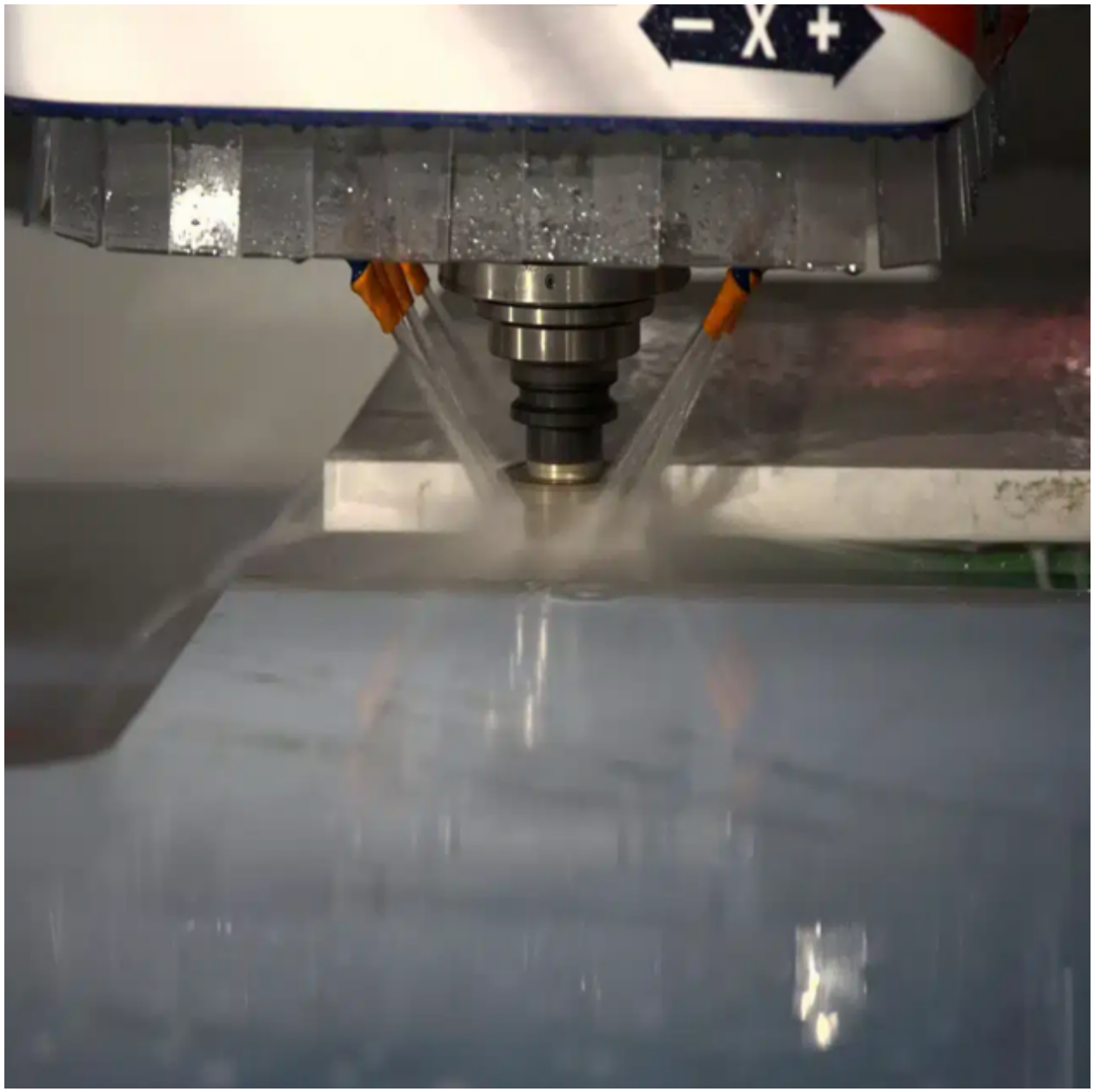


Reference: NIOSH Preventing Silicosis Among Artificial Stone Countertop Workers: Let's Talk Engineering Controls

CNC Saw, Router and Inline edging machines feature a fixed, automated water flow system that delivers approximately 25-50 gallons per minute (GPM) to cool both the material and tooling, as well as help contain visible dust. Most modern CNC machines are equipped with sensors that detect if the water flow stops, automatically pausing cutting or grinding operations to prevent damage. While these machines are highly effective and versatile for wet-controlled processes, they cannot accommodate every design or cut required by the market. As a result, most projects still necessitate hand fabrication to complete certain fabrication and installation tasks.



Park Industries Saberjet CNC Sawjet



Park Industries Titan CNC Router



Park Industries Velocity Inline Edger

Whether cutting, grinding, or polishing is performed by hand or by machine, a similar amount of dust is generated. However, these machines typically deliver between 25-50 gallons per minute (GPM) of water for dust control, while air or electric polishers used in hand operations provide approximately 3 GPM.

In summary water can be applied to cutting, grinding, and polishing equipment to suppress visible dust during artificial stone fabrication. While wet methods can reduce the appearance of visible dust, they do not eliminate airborne exposure. High-speed rotating tools used in combination with water produces fine mist and that can remain suspended in the air and be inhaled by workers operating the equipment or working nearby. Because this mist is often not visible or is perceived as harmless, it can create a false sense of safety for both workers and shop owners.



ASW Hand Fabricator with Visible Mist

Furthermore, when slurry or dried residue is disturbed during subsequent work activities, respirable crystalline silica becomes airborne again. As a result, reliance on wet methods as a primary control fails to prevent exposures in artificial stone fabrication.

Dust Controls

Dust booths, local exhaust ventilation (LEV), and HEPA-filtered vacuum systems are commonly promoted as engineering controls to reduce dust during fabrication. In theory, these systems are intended to capture dust at or near the point of generation. However, in practice, these controls have significant limitations when applied to fabrication and do not reliably prevent inhalation exposure.

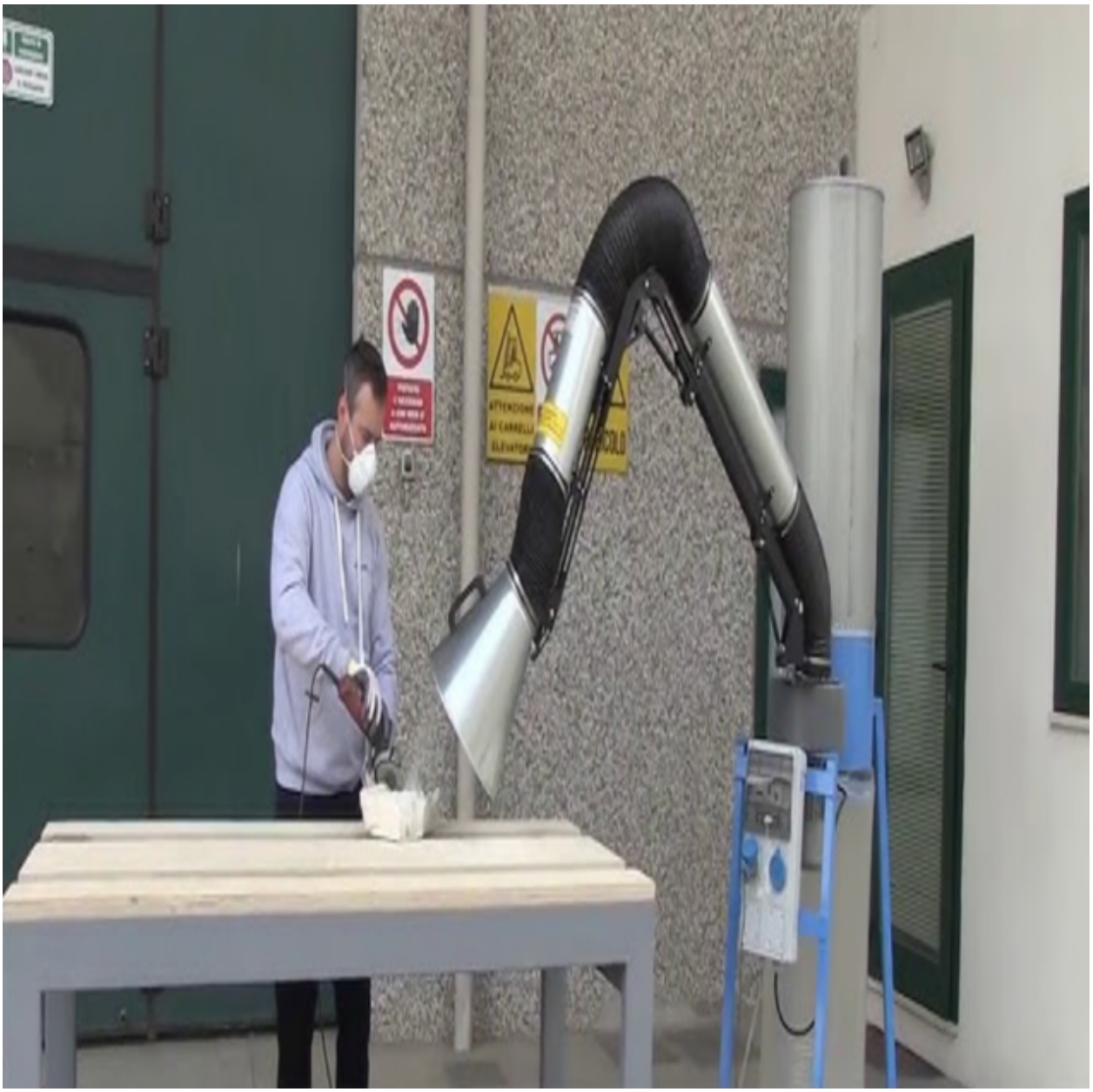
Dust booth collectors (Fig. K), with or without water curtains that use a waterfall effect to help capture dust, are sometimes utilized. However, local exhaust ventilation systems (Fig. L) and mechanical ventilation systems (Fig. M) are not widely adopted within the industry. However, none of these methods are capable of capturing all airborne visible dust needed to consistently maintain exposures below OSHA's Permissible Exposure Limit (PEL) of 50 $\mu g/m^3$ as these methods often pull dust upward toward the worker's mouth and nose, rather than pushing it down and away further exposing the worker. Suction efficiency also drops as filters become dirty. This causes dust to remain airborne and circulate in the breathing zone, rather than being contained.

Figure K:



Dust booths are typically designed as open workstations intended to contain dust generated during cutting, grinding, or polishing. While they may reduce dust, dust booths rarely achieve complete capture of RCS during fabrication tasks. Workers must frequently position their heads and upper bodies inside the booth opening, placing their breathing zone directly in the path of dust. In addition, many fabrication tasks cannot be performed entirely within a booth due to slab size, shape, and position resulting in work outside of the control.

Figure L:

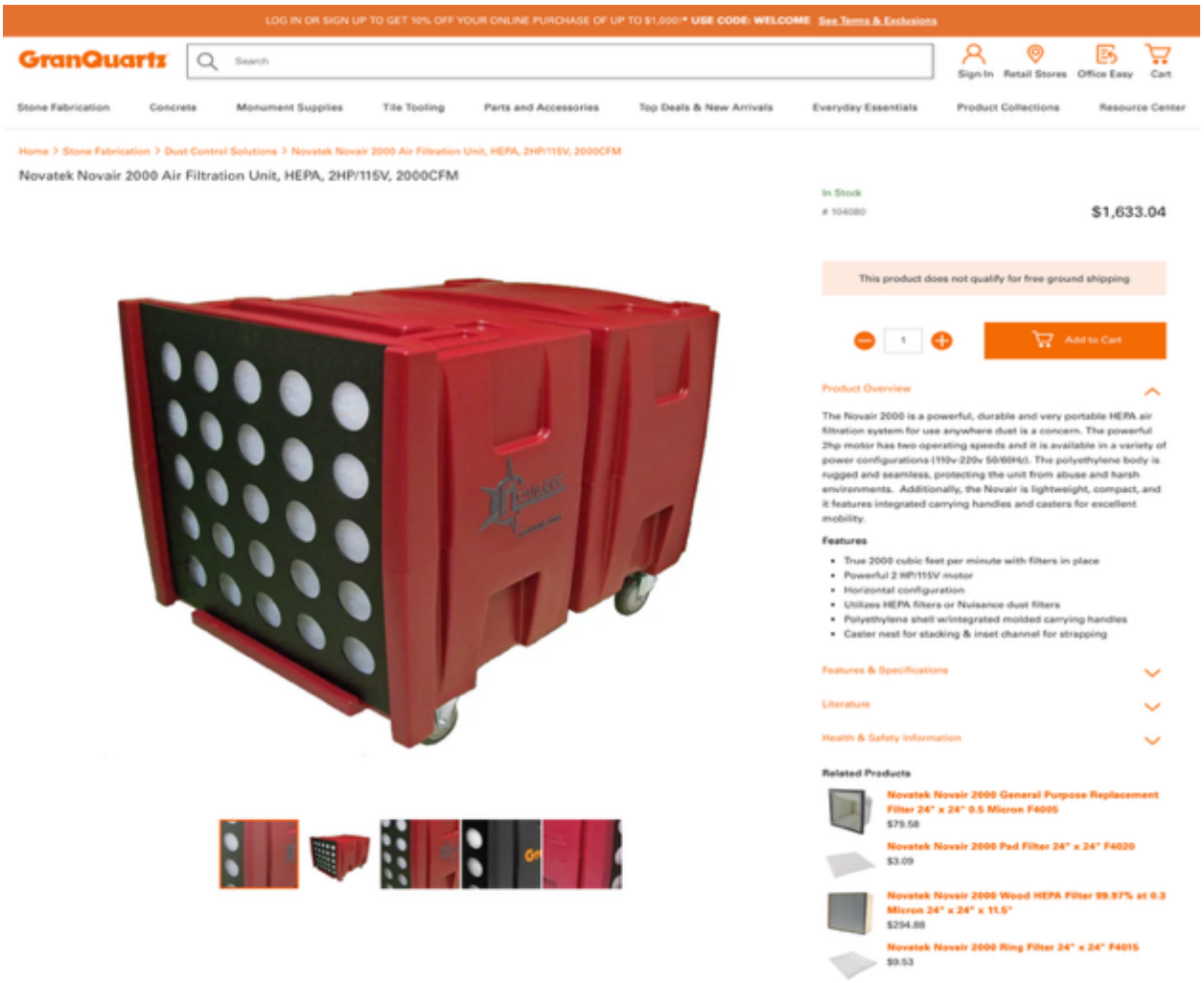


Local exhaust ventilation systems are very limited in fabrication environments. LEV requires precise hood placement, sufficient airflow, and consistent maintenance to capture dust at the point of generation. Fabrication involves large workpieces with constantly changing tool positions far from the hood, making consistent capture difficult to achieve.

Figure M:



Air filtration units may be used both within a fabrication shop or in the field. In shop environments, these units can be suspended from the ceiling, placed on the floor, or positioned on a table directly in front of a fabrication table, the latter configuration being the most effective and the arrangement that is best adaptable for field use. However, transporting an air filtration unit together with a supporting table on an installation vehicle is generally impractical due to the size and space requirements of the equipment, which exceed the capacity of most install trucks. Whether used in the shop or in the field, these air filtration units cause dust to become airborne and do not capture or control respirable crystalline silica dust to a level sufficient to consistently reduce exposures below the permissible exposure limit.



Downdraft tables are not commonly used in the stone and quartz industry, as they present significant challenges especially when working with 2cm material that requires laminating. The flat surface of a downdraft table can interfere with clamping aprons, making the process cumbersome. Additionally, it is difficult to securely clamp small parts to the table, and performing tasks such as cutting and fabricating sink openings becomes nearly impossible on this type of closed surface. This control is not widely adopted within the industry. The second photo below depicts a standard fabrication table commonly used in most shops.



Downdraft Table



Standard Fabrication Table

HEPA-filtered vacuum systems are another recommended control, however, their 2.5-inch hose size is too small to effectively capture all airborne dust, and their suction power is significantly lower than that of dust booths or local exhaust ventilation (LEV) systems, which themselves are often insufficient. Due to the large amount of dust generated, HEPA filters become clogged quickly and require frequent cleaning, which can itself create additional airborne dust. Additionally, human factors present a challenge, as consistently positioning and holding the hose correctly can be difficult in practice. As seen in the photo below, the entire work area including the grinder and the installer's hands is covered in dust. This is the primary and most widely used control method during on-site installations.





Dust shrouds used for cutting are an inefficient control because they are unable to capture all airborne dust and obstruct the user's view of the cutting area, creating a safety hazard. As a result, this control method is not widely adopted within the industry.



A dust shroud on a grinder is designed for surface grinding, where it can seal off the air space while lying flat against a large surface. However, when grinding or polishing countertops, the tool and shroud are not flat and are exposed to open air which cannot capture all airborne dust. This makes the control inefficient, and it obstructs the user's view of the grinding area, creating a safety hazard. This control is not widely adopted within the industry.



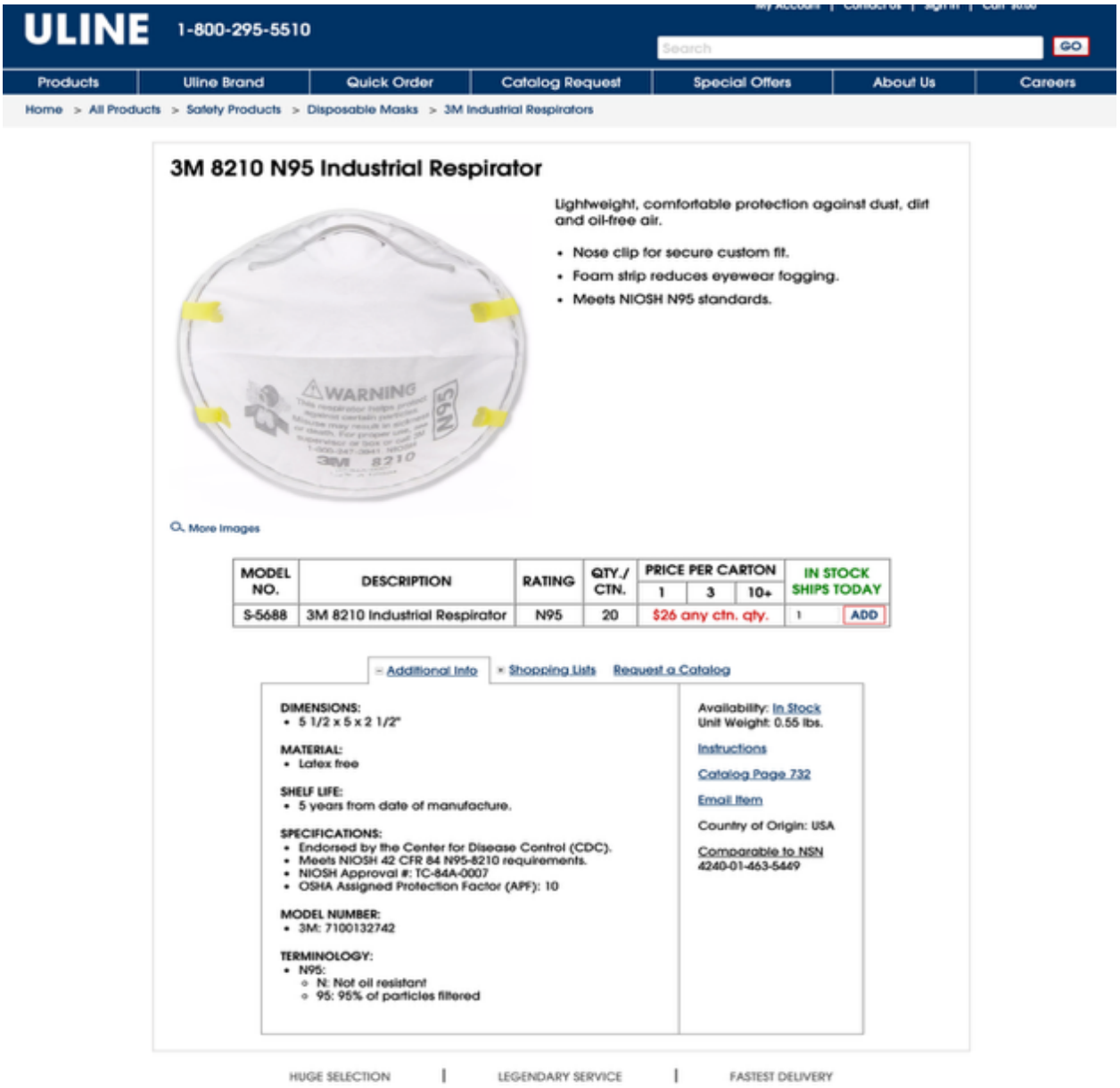
In summary ventilation systems are promoted as engineering controls to reduce airborne dust during artificial stone fabrication. In theory, these systems are intended to capture all airborne dust at or near the point of generation. In reality, dust escapes and spreads throughout the shop environment. These control measures may reduce some dust, but they do not reliably prevent spreading of airborne respirable crystalline inhalation exposure. As a result, these systems frequently fail to capture the full volume of respirable dust generated during cutting, grinding, polishing, and lamination tasks. As with wet methods, primary reliance on ventilation controls is insufficient as they cannot compensate for the extreme hazard posed by the high crystalline silica in artificial stone and protect workers from hazardous inhalation exposures during fabrication.



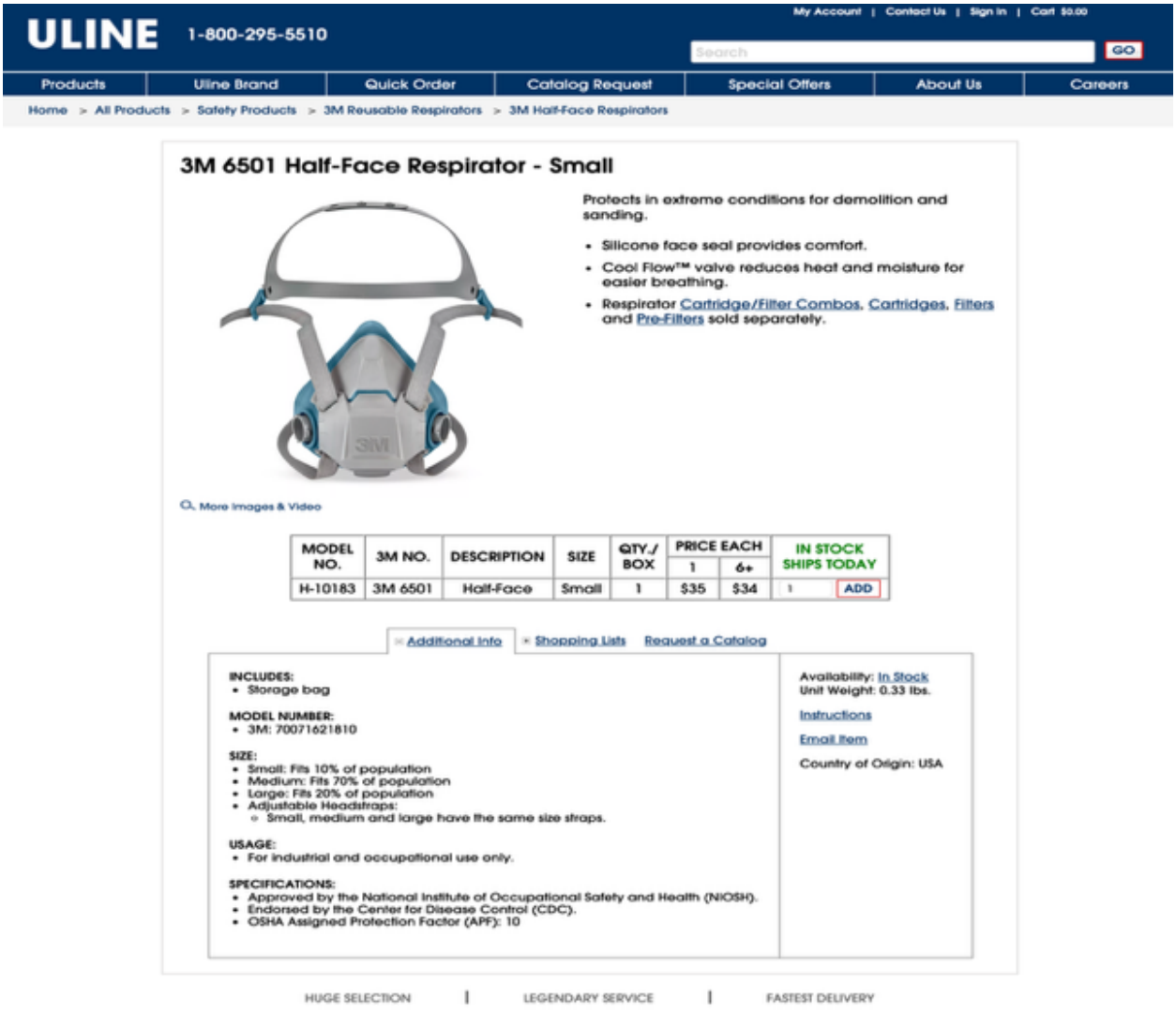
Floors and Fabricators Covered in Dust Escaped from Dust Booths

Personal Protective Equipment (PPE) – Mask/Respirators

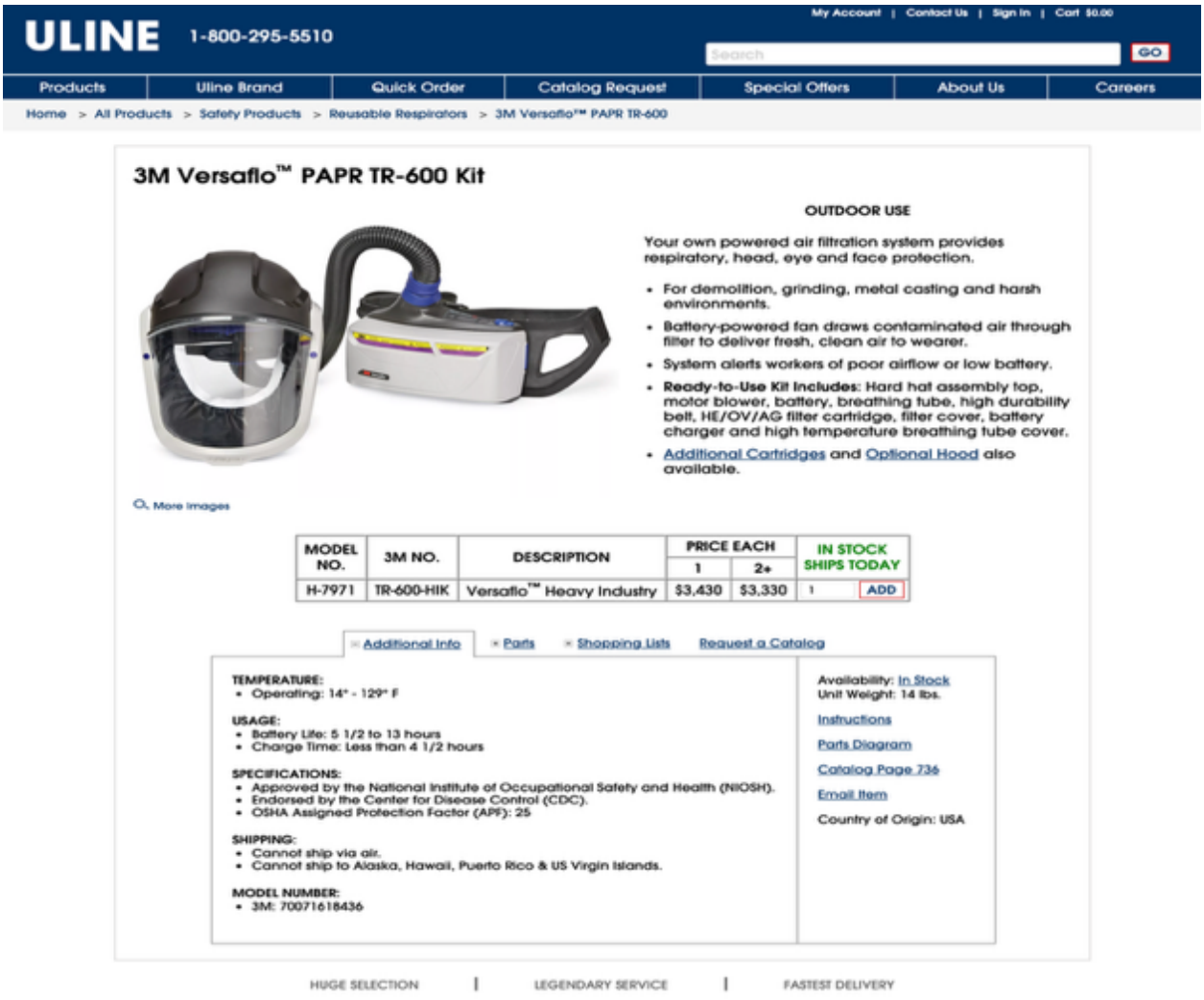
Any N95 style **disposable mask** is not effective and should never be used for cutting, grinding, or polishing artificial stone, yet this was the most common style mask used, and is still the main one recommended by artificial slab manufacturers and suppliers.



Any **cartridge-style respirators** are not fully effective controlling respirable crystalline silica and other toxin exposure from artificial stone slabs. Even when properly selected, correctly worn, and capable of achieving an optimal fit, sustained and uninterrupted use is rarely achievable under real-world fabrication conditions. Filters must be frequently replaced since they quickly become overloaded. Furthermore, fabricators frequently remove or adjust respirators for comfort, to drink water, or to address irritation, often while remaining on the production floor. Avoiding exposure during these periods would require workers to exit the work area or enter a designated clean environment prior to removing the respirator. Compliance is further reduced during hot weather, making prolonged respirator use more difficult, leading to increased frequency of removal and reduced overall effectiveness.



While **air-supplied respirators (**PAPR) provide the highest level of respiratory protection of any PPE, they are not practical for use in conjunction with either wet or dry hand-held fabrication tools. During cutting, grinding, or polishing, water spray or dust rapidly accumulates on the face shield, significantly obstructing visibility and creating additional safety hazards, including an increased risk of accidental injury. Impaired visibility also limits the worker's ability to perform precise fabrication tasks without damaging the product, reducing both efficiency and quality. Similar limitations have long been observed with the use of safety glasses, which fabricators frequently resist wearing for the same visibility related reasons. The most effective approach of air-supplied respirators is in highly controlled environments, such as Wren's Xena factory (shown below), where fabrication is performed predominantly by automated machinery and manual handwork is minimized.



During my time as a fabricator, I often met with my mask and equipment suppliers and consulted with them about what types of tools and supplies were popular amongst other fabricators. When it came to masks/respirators, the vast majority of my suppliers were predominantly selling disposable N95 masks.

Respirators are considered only as a secondary control measure, as they may reduce the amount of respirable crystalline silica and other toxins inhaled by a worker but do not reduce the concentration of airborne RCS and other toxins present in the work environment. OSHA recognizes that reliance on personal protective equipment is the least effective method of exposure control and is inherently vulnerable to human factors, including improper selection, fit, and use, as well as the difficulty of maintaining consistent compliance over an eight-hour work shift, five to six days per week.

When air monitoring indicates that respirable crystalline silica concentrations in the breathing zone exceed the OSHA-mandated legal permissible exposure limit (PEL), this measurement reflects the airborne hazard level that would occur without respiratory protection and establishes that a hazardous exposure condition exists. Under OSHA's respirable crystalline silica standard, "employee exposure" is defined as the concentration that would occur *if the employee were not using a respirator*, meaning that monitoring results above the PEL demonstrate exposure potential independent of respirator use. OSHA While a properly selected and fitted respirator may reduce the wearer's inhaled dose, respirators provide only a defined level of reduction based on their assigned protection factor (APF) and are dependent on correct fit, use, and an effective respiratory protection program. OSHA Unless comprehensive in-mask sampling, quantitative fit data, and documented respiratory protection program compliance are available, exceedances of the PEL cannot be interpreted as safe or as evidence that no harmful exposure occurred, even when the worker is wearing a respirator.

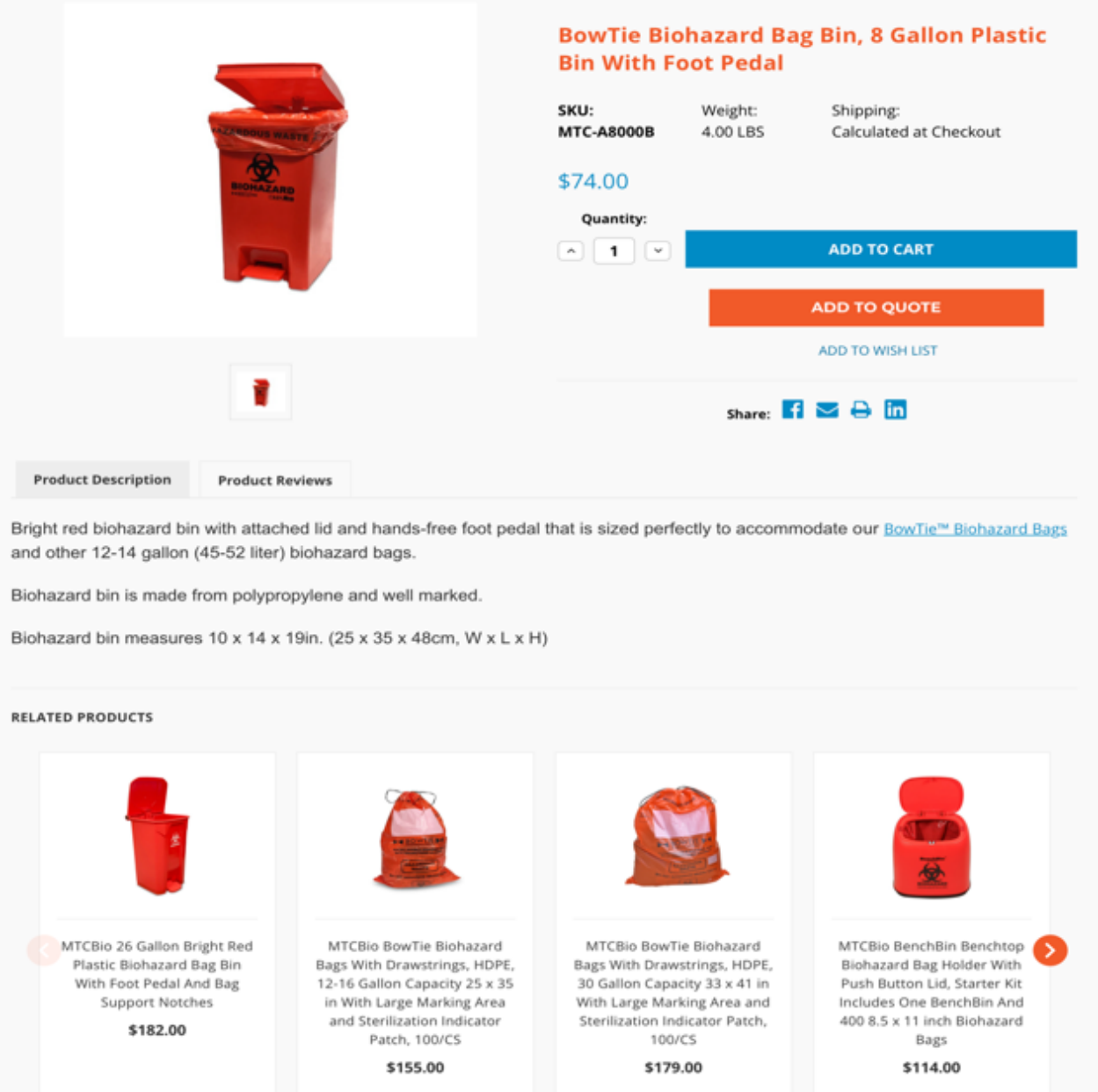
Fabricators and installers must also wear either a disposable or reusable coverall protective suit to prevent contamination of street clothes and reduce take-home exposure.





Fabricators Clothing and Body Covered in Dust

At the end of each shift, disposable coveralls must be discarded in a biohazard bag as shown below.



If a reusable coverall is being used, an air controlled personal booth must be installed in a dust free area of the shop and used before lunch breaks and at end of shifts as shown below.



Personally, in my 25-year career in the stone industry I have never witnessed any shops across the country that I have visited using all the above personal protective equipment (PPE) needed to be as safe as possible.

Housekeeping

To minimize worker exposure to respirable crystalline silica and other artificial stone toxins, it is essential to implement effective housekeeping practices during and after the fabrication of stone or quartz countertops. Housekeeping is a critical component in controlling reactivated airborne silica and other toxic dust in the workplace. However, it is well known within the industry, including among artificial stone slab manufacturers and suppliers, that many shops either do not take the time and or lack the technical ability to maintain these standards.

OSHA's Recommended Housekeeping Procedures:

***"Wet Cleaning*:**
- Use water, mops, or wet cloths to clean surfaces, floors, and equipment.
- Wet down dust before sweeping to prevent it from becoming airborne.
- Frequently clean work areas, especially after cutting, grinding, or polishing quartz slabs."

Wet Cleaning: To effectively use water for cleaning surfaces, floors, and equipment, fabrication shops must have built-in trenches with grates and a water recycling system, as municipal regulations prohibit discharging used water into streets or alleys. This setup is necessary to allow thorough hosing down. However, most small shops lack these systems due to space and cost constraints. Furthermore, many landlords do not permit tenants to cut into the concrete floor regardless of size or sophistication, as it can impact the building's foundation. Moreover, for the shops that do have these trenches, they must be regularly cleaned out, exposing the workers to the accumulated silica/toxin sludge.



Floor Trench with Grates

"HEPA Vacuuming:
- Use only vacuums equipped with HEPA filters to clean dust from floors, tools, and surfaces.
- Inspect and maintain vacuums regularly to ensure proper function.
- Never use standard shop vacuums or compressed air for cleaning silica dust."

HEPA Vacuuming: Using HEPA vacuums to clean an entire shop constantly is neither practical nor sustainable due to the large volume of dust generated. Silica/toxin dust can still become airborne during the cleaning process, and this method is extremely time-consuming. This control recommendation directly contradicts established guidance that dry cutting should never be performed and acknowledges that the other controls are insufficient to adequately control dust exposure.



OSHA's Prohibited Housekeeping Procedures:

"- Dry sweeping or using compressed air to clean surfaces is strictly prohibited, as these methods disperse silica dust into the air and increase inhalation risk.
- Do not allow dust to accumulate on surfaces, clothing, or equipment."

Prohibited Practices: Dry sweeping and the use of compressed air are the most common housekeeping methods in the industry, in both unsophisticated and sophisticated shops, and I have repeatedly witnessed this throughout my 25-year career. These practices are widely recognized as standard, and it is nearly impossible to prevent airborne dust from accumulating on surfaces, walls, ceilings, clothing, and equipment during production. Production would have to be halted frequently to attempt thorough cleaning, and even with rigorous cleaning, fine dust settles and easily becomes airborne again repeatedly, making it unrealistic and extremely costly.



Cleaning Dust with Compressed Air

OSHA and NIOSH both recognize routine housekeeping as a necessary component of controlling occupational dust exposure. However, the very need for housekeeping is evidence that wet methods and dust control systems are not fully effective as primary controls. If wet cutting, ventilation, and dust collection systems were sufficient to fully control exposure at the source, airborne dust would not escape and spread throughout the shop, settle on equipment and surfaces, or require daily cleaning as a secondary control.

Based on my experience operating a fabrication shop, despite the use of wet CNC machinery and other wet fabrication equipment, dust was still observed to migrate beyond the point of operation and accumulate throughout the shop environment. The routine need for housekeeping demonstrates that dust escaped primary engineering controls, became airborne within the work environment, and subsequently settled on surfaces throughout the shop.

Air Monitoring

Air monitoring is a critical component of any effective silica-exposure control program, as it provides the objective data needed to determine whether engineering controls and work practices adequately limiting worker exposure to respirable crystalline silica. However, in the stone fabrication industry particularly prior to the engineered stone silicosis crisis, most fabricators had no understanding that the tasks they performed generated hazardous levels of silica dust far above the PEL, nor did they possess the technical knowledge, equipment, or training required to conduct air sampling. Air monitoring requires specialized pumps, calibrated flow rates, cyclone assemblies, filter cassettes, tracking, and laboratory analysis, none of which are intuitive or accessible to a typical fabrication shop. Because fabricators were not warned by manufacturers, distributors, suppliers, or retailers that artificial stone contained extremely high levels of respirable nano-sized crystalline silica (RCS), metals, and VOCs, they had no reason to believe that air sampling was necessary, and therefore did not develop the capability to monitor exposures. As a result, the absence of air monitoring in these workplaces reflects a failure of upstream parties to communicate the hazard, not a failure by fabricators to ignore known risks.

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Elf Escort 1 Pump Kit With IH Cyclone Assembly, Calibrator, and Sampling Cassettes





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Product Overview

Escort ELF air sampling pumps feature a state-of-the-art electronic laminar flow sensor to provide a constant flow control with a 2.5% regulation of flow rate (from 1.3 lpm) with automatic compensation for changes in battery voltage, temperature, altitude, and sample load. An internal secondary standard calibrates the pump continuously and needs to checked against a primary standard only once per month (or every 200 hours for coal mine dust sampling)

Features

- Patented electronic laminar flow control
- Internal secondary standard calibrates the pump continuously, maintaining OSHA compliance
- Check against a primary standard only once a month or every 200 hours for coal mine dust sampling
- Inlet filter traps moisture and particular matter
- Stainless steel-filled plastic case provides EMI/RFI protection
- Rated IP65 for resistance to water and dust ingress
- Exceptionally quiet operation
- Flow Fault Indicator shows any sample inlet blockage
- Run/Hold feature allows "time out" during sampling process
- Elapsed time readout and low-battery warning
- Low flow and dual tube sampling available with Gemini Twin-Port Sampler
- 2 Year Warranty

Features & Specifications

Literature

Health & Safety Information

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Elf Escort Pump Sampling Cassette Box of 50

$247.92

OSHA's Recommended Air Monitoring Procedure:

"Here is a standard outline procedure for air monitoring of respirable crystalline silica to ensure worker exposures remain below the OSHA Permissible Exposure Limit (PEL) of 50 µg/m³, and the action level is 25 µg/m³ during quartz countertop fabrication.

Scope-

This SOP applies to all employees and contractors engaged in tasks that generate silica dust, including cutting, grinding, and polishing quartz slabs.

Responsibilities-

Ensure air monitoring is conducted, results are documented, and corrective actions are taken if exposures exceed the PEL. Conduct air sampling, calibrate equipment, and maintain records.

Procedure-

Preparation:
- Identify tasks and employees to be monitored.
- Select appropriate personal sampling pumps and respirable dust samplers (e.g., cyclone samplers).
- Calibrate pumps before and after each use according to manufacturer instructions.

Sampling:
- Attach sampling device to the worker's breathing zone (within one foot of the nose/mouth).
- Collect samples for a full shift or task duration, as required.
- Record start and stop times, worker name, and task description.

Post-Sampling:
- Remove and seal sample cassettes.
- Complete chain-of-custody forms.
- Send samples to an accredited laboratory for analysis.

Results and Follow-Up:
- Compare results to the OSHA PEL (50 µg/m^3 as an 8-hour TWA).
- If results exceed the PEL, implement additional controls and re-monitor.
- Communicate results to affected employees within 15 working days.

Review:
- Review air monitoring program annually or whenever process changes occur."

In real world, OSHA's and NIOSH recommended air testing requirements for silica are not fully effective or realistic in fabrication shops and in the field, as different types of stone and quartz slabs are cut to custom sizes and the amount of silica dust generated varies significantly with each part, depending on the extent of cutting and edging required. Additionally, production output fluctuates from shift to shift based on sales, causing the number of slabs processed to change daily. Also, if results exceed OSHA's permissible exposure limit (PEL) of 50 µg/m^3 as an 8-hour TWA, and the best available controls are already in place, re-monitoring alone is ineffective. Based on the above realities, conducting air monitoring annually is not a safe practice especially given the significant amount of inconsistent handwork in the industry.

In the photo below NIOSH is depicting an air-monitoring setup that does not reflect realistic fabrication shop conditions. The data in these reports are underestimating silica exposure due to sampling improper methods.

Dust Extractor



Photo Credit: NIOSH

- The grinder's RCS exposure was reduced by **78.7%** with the presence of the dust extractor
- NIOSH report: https://www.cdc.gov/niosh/surveyreports/pdfs/2020-DFSE-165.pdf

For OSHA's and NIOSH recommended annual air monitoring to be truly effective, a fabrication shop would need to be fully automated ($10,000,000+ facility), using only CNC machines and robots to consistently produce identical parts from the same material, with no field cutting, grinding, or polishing required during installation. However, this scenario is unrealistic for producing countertops and other consumer market applications. To obtain a realistic and more accurate assessment of silica levels released during actual artificial stone quartz production for this program, air monitoring should be conducted over the course of an entire month, with production running at maximum capacity and using only artificial stone quartz products. This approach would provide a more representative average of silica exposure levels in the workplace.

The safest approach would be to conduct continuous, real-time silica monitoring in all departments, both during fabrication in the shop and during field installation. This can ensure that both employees and employers have ongoing surveillance and that emergency procedures can be implemented immediately when necessary.

A real-time silica testing device priced at ($17,543.25), was launched in 2022 as the first of its kind. In a 15,000-square-foot facility, approximately eight units along with one unit in the field would be required to achieve optimal accuracy (totaling $157,889). In my experience, I have never encountered a small or large shop, whether sophisticated or not, that utilizes any type of real-time silica testing device, and I am unaware of any data proving their accuracy.



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TROLEX AIR XS SILICA MONITOR

TROLEX AIR XS Silica Monitor

Real-time silica monitoring for workers at risk from respirable crystalline silica.

The Trolex AIR XS Silica Monitor provides detailed, accurate and real-time data on airborne RCS content based on the chosen installation environment.

Detects all forms of crystalline silica. Part#TX8100.00

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Tags: air monitor, air xs, silica monitor, trolex

Brand: Trolex

$17,543.25

Timeline: Key Developments in Artificial Stone (High-Silica) Fabrication & Safety Controls

Late 1980s
Commercial production and market introduction of engineered quartz slabs, typically containing over 90% crystalline silica.

Citation: CDC/NIOSH:
https://blogs.cdc.gov/niosh-science-blog/2014/03/11/countertops/

1990s – Early 2000s
Growing popularity of engineered quartz countertops, increasing fabrication activity and silica/toxin exposure potential.

Citation: CDC/NIOSH:
https://blogs.cdc.gov/niosh-science-blog/2014/03/11/countertops/

2000s – Early 2010s
Adoption of wet cutting, water-suppressed tools and machinery, local exhaust ventilation (LEV), and dust extraction systems in fabrication shops.

Citation: Cal/OSHA:
https://www.dir.ca.gov/dosh/dosh_publications/Engineered-stone-counters.pdf

2014 – 2016
Public health agencies identify engineered quartz fabrication as a high-risk silica exposure activity.

Citation: CDC/NIOSH:
https://blogs.cdc.gov/niosh-science-blog/2019/10/29/silicosis-countertop/

Feb 2015
OSHA & NIOSH issue joint Hazard Alert on silica exposure during countertop fabrication and installation.

Citation: OSHA/NIOSH Hazard Alert:
https://www.osha.gov/sites/default/files/publications/OSHA3768.pdf

2016
OSHA publishes final respirable crystalline silica rule (based on studies that it did not include artificial stone), lowering the PEL and requiring engineering controls.

Citation: OSHA silica rule summary:
https://en.wikipedia.org/wiki/Silicosis

2017 – 2018
OSHA begins enforcement of the silica standard: construction in 2017; general industry in 2018.

Citation: Silica compliance timeline:
https://silica-safe.org/regulations-and-requirements/status-of-regulatory-efforts/timeline

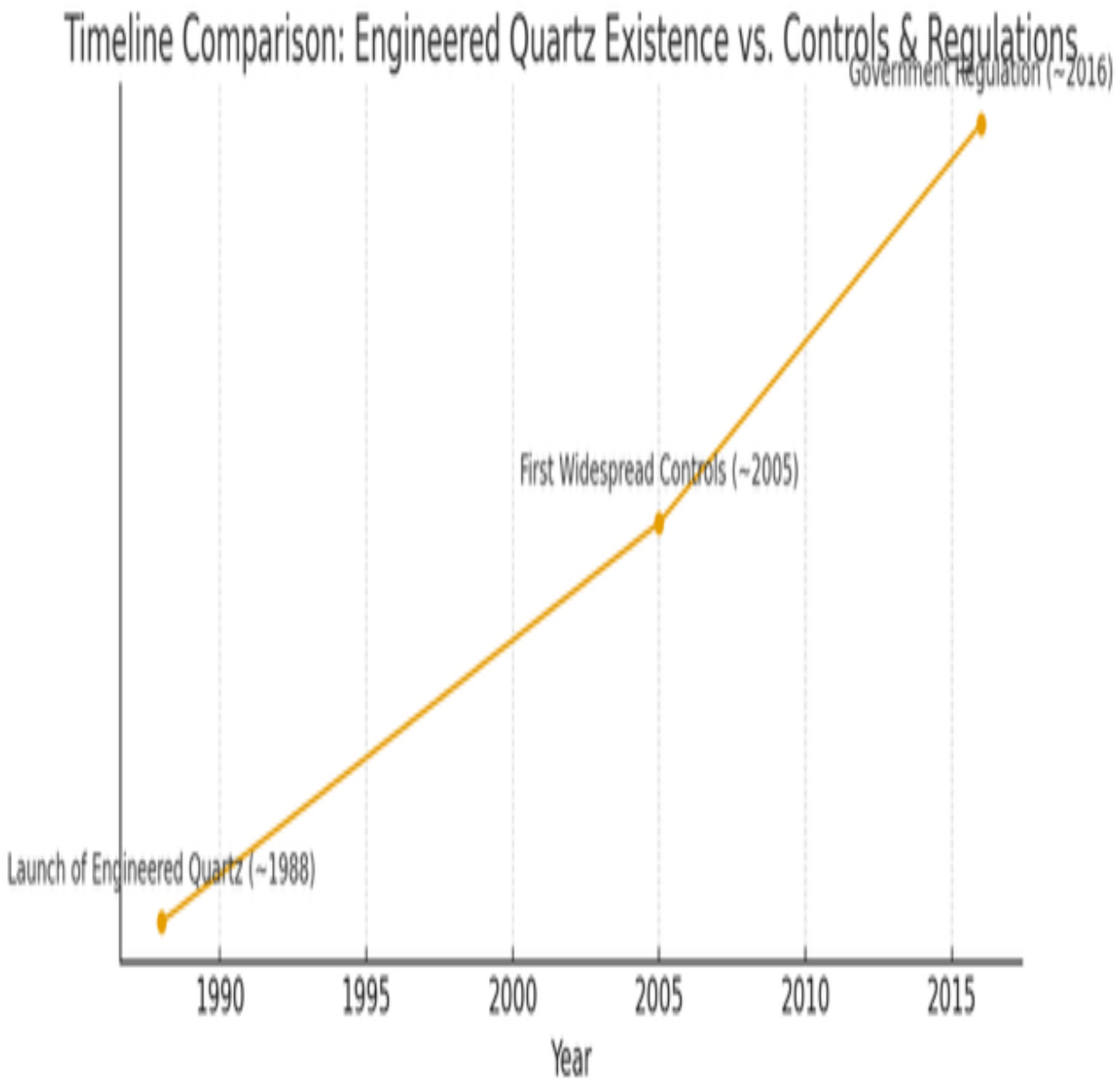
Late 2010s – 2020s
Clusters of silicosis cases among engineered stone workers prompt heightened scrutiny and policy debate.

Citation: CDC/NIOSH outbreak data:
https://blogs.cdc.gov/niosh-science-blog/2019/10/29/silicosis-countertop/

The historical timeline of artificial stone demonstrates a significant delay between the introduction of high silica quartz slabs and the availability of meaningful safety controls or regulatory oversight. Artificial stone entered the commercial market in the late 1980s, yet the first effective engineering controls such as wet cutting, water-suppressed tooling, and local exhaust ventilation specifically applicable to quartz fabrication did not become available or begin to be adopted until the early to mid-2000s, roughly 20 years after the product's launch.

Similarly, no government agency enacted enforceable silica exposure regulations directed at this industry until 2016, when OSHA issued its final respirable crystalline silica rule. This occurred approximately 35 years after artificial stone entered the market and long after widespread fabrication practices had already resulted in hazardous worker exposures.

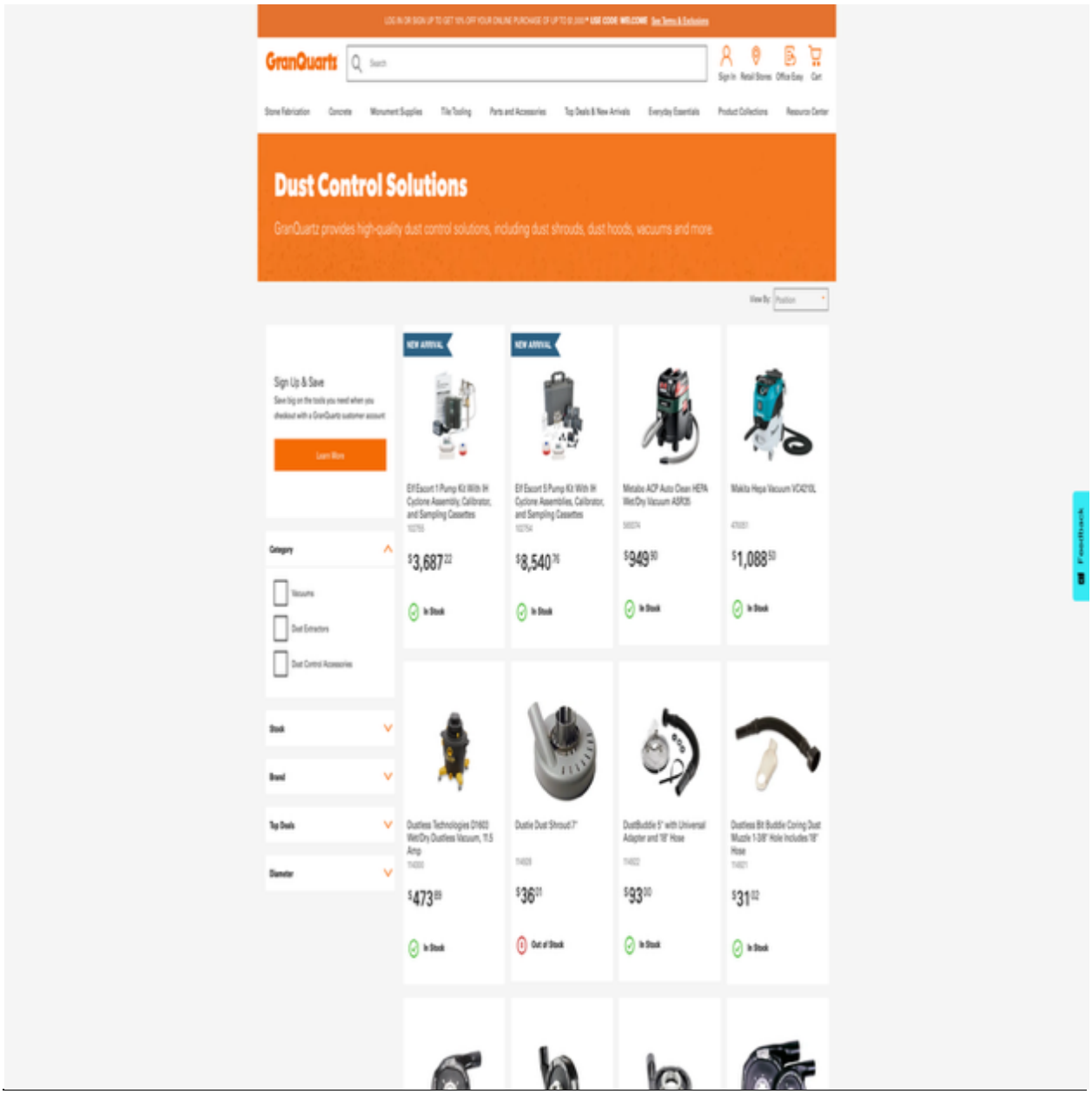
In effect, quartz slabs containing more than 90% nano-sized crystalline silica, metals, and VOCs were introduced and widely promoted in an industrial environment that lacked both the technical controls and regulatory infrastructure necessary to safeguard fabricators and installers. Indeed, the artificial stone manufacturers, distributors, and suppliers aggressively pushed it as "just like natural" and told us to fabricate it "just like natural stone".


Timeline Comparison: Engineered Quartz Existence vs. Controls & Regulations
Government Regulation (~2016)
First Widespread Controls (~2005)
Launch of Engineered Quartz (~1988)
1990
1995
2000
2005
2010
2015
Year

Tool Vendors

Local tool vendors supplying cutting, grinding, and polishing equipment to stone fabricators frequently offer products that are not integrated with effective silica/toxic dust control measures. In many instances, tools are sold without engineered safeguards such as integrated water delivery systems, shrouded guards connected to local exhaust ventilation, or compatibility with high-efficiency dust extraction units. The limited controls offered by vendors to fabricators regarding control of respirable crystalline silica/toxin dust are often limited to generic manufacturer instructions and do not address the elevated exposure risks associated with artificial stone. Consequently, fabricators relying on locally supplied tools are left to manage silica/toxin exposure without adequate engineering support from the equipment itself, increasing the likelihood that cutting and finishing activities are performed under dusty conditions.

Large-scale safety equipment required to help control respirable crystalline silica/toxin exposure, including industrial dust extraction systems, enclosed fabrication units, and high-capacity wet processing machinery, is typically sourced from overseas manufacturers and subject to extended procurement timeframes. These systems often require specialized specification, international manufacturing, shipping, customs clearance, and on-site installation, resulting in lead times that commonly extend for several months. During this period, fabricators may continue operating without safer engineering controls or rely on interim measures that do not provide equivalent protection. The delay in obtaining such equipment contributes to prolonged periods of high silica/toxin exposure.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In Stock
Makita Hepa Vacuum VC4210L
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Dustless Technologies D1602 Wet/Dry Dustless Vacuum, 11.5 Amp
$473.89
In Stock
Dustix Dust Shroud 7"
$36.21
Out of Stock
DustBuddie 5" with Universal Adapter and 18' Hose
$93.90
In Stock
Dustless Bit Buddie Coring Dust Muzzle 1-3/8" Hole Includes 18' Hose
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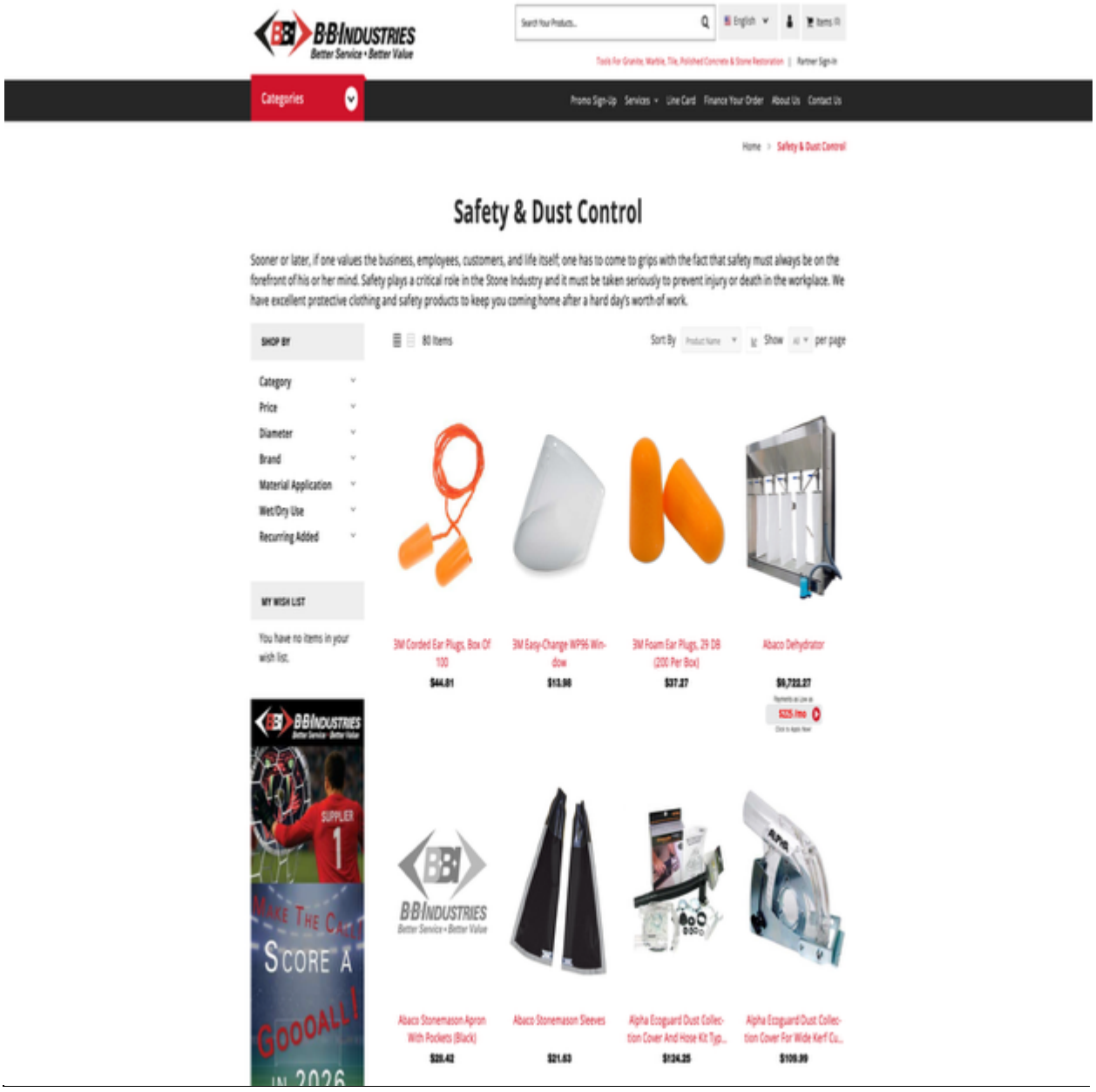
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Safety & Dust Control
Sooner or later, if one values the business, employees, customers, and life itself, one has to come to grips with the fact that safety must always be on the forefront of his or her mind. Safety plays a critical role in the Stone Industry and it must be taken seriously to prevent injury or death in the workplace. We have excellent protective clothing and safety products to keep you coming home after a hard day's worth of work.
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3M Foam Ear Plugs, 29 DB (200 Per Box)
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Abaco Dehydrator
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$225 /mo
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Abaco Stonemason Sleeves
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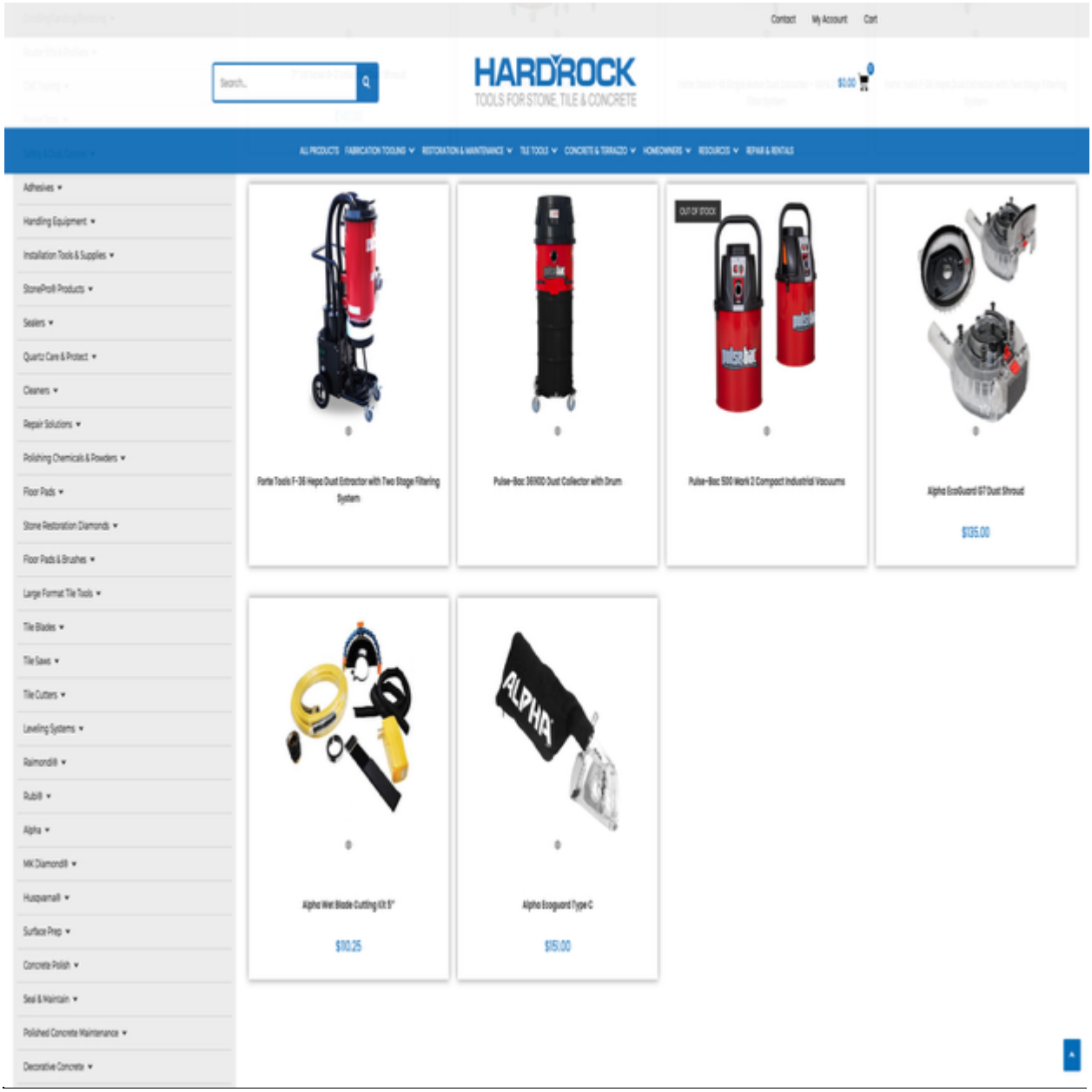
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REPAIR & RENTALS
Adhesives
Handling Equipment
Installation Tools & Supplies
StonePro® Products
Sealers
Quartz Care & Protect
Cleaners
Repair Solutions
Polishing Chemicals & Powders
Floor Pads
Stone Restoration Diamonds
Floor Pads & Brushes
Large Format Tile Tools
Tile Blades
Tile Saws
Tile Cutters
Leveling Systems
Raimondi®
Rubi®
Alpha
MK Diamond®
Husqvarna®
Surface Prep
Concrete Polish
Seal & Maintain
Polished Concrete Maintenance
Decorative Concrete
Forte Tools F-36 Hepa Dust Extractor with Two Stage Filtering System
Pulse-Bac 36X00 Dust Collector with Drum
OUT OF STOCK
Pulse-Bac S00 Work 2 Compact Industrial Vacuums
Alpha EcoGuard GT Dust Shroud
$135.00
Alpha Wet Blade Cutting Kit 5"
$90.25
Alpha Ecoguard Type C
$151.00

Sophisticated Shops

Below are photographs taken from several of the most sophisticated fabrication shops in operation worldwide, illustrating a wide range of shop layouts and production workflows, from semi-automated systems to fully automated fabrication lines.

These photos clearly show that even the most sophisticated shops often have dust covering the entire facility from floor to ceiling, including equipment, making it nearly impossible to maintain a dust-free environment, regardless of efforts and investment. The images also reveal a wide range of fabrication methods, as there is no universal procedure, resulting in significant inconsistency across the industry.

Even the most advanced, fully automated fabrication operations cannot complete all parts exclusively by machine. Due to inherent machine limitations and market-driven design requirements, fabricated parts must still undergo manual processing, including hand cutting, grinding, polishing, and finishing, all of which generate more respirable dust than machines (which also generate substantial dust). These manual processes are still prevalent under current industry conditions and remain a significant source of respirable crystalline silica/toxin exposure.

Additionally, no fabrication shop, regardless of its level of sophistication or automation, can consistently achieve perfect measurement and templating accuracy sufficient to eliminate all field modifications. As a result, cutting, grinding, and polishing at installation sites remain an inherent and unavoidable aspect of countertop fabrication. These field operations occur in environments with limited or no engineering controls, further increasing exposure risk.

Diamond tooling including blades, grinding wheels, and router bits cannot operate at the high rotational speeds used in automated fabrication equipment without continuous water supply. When these same tools are used manually at much slower speeds, the diamond segments can tolerate dry operation for short periods. Thus, the water supplied to automated

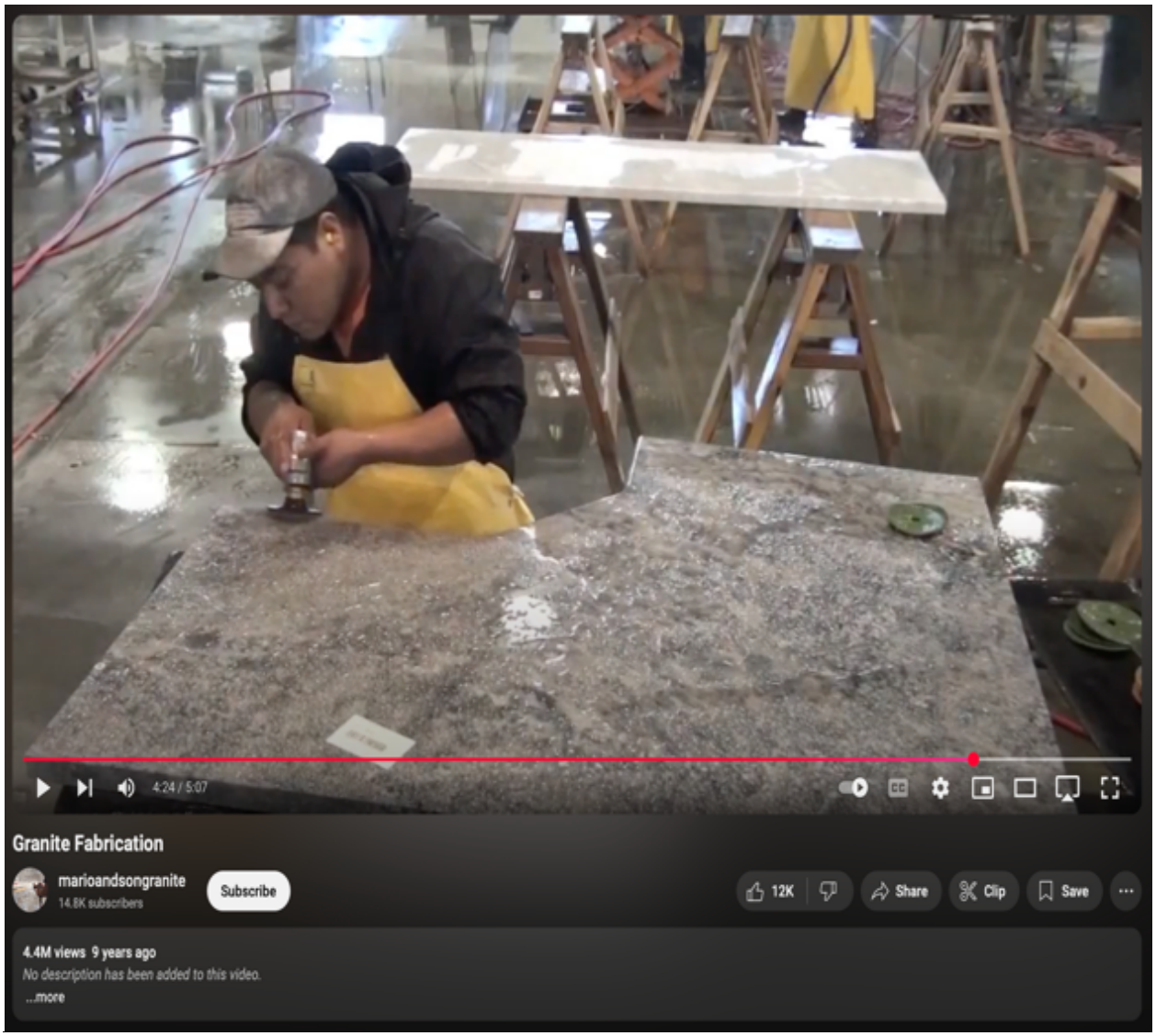
machinery is not primarily a safety feature intended to control respirable crystalline silica (RCS) and other toxins, but rather an operational necessity required to prevent tool overheating, maintain cutting efficiency, and achieve the production speeds promoted by equipment manufacturers. Historically, the marketing of these machines has emphasized labor savings, increased throughput, improved quality, and overall productivity gains and not dust control or worker health protection. For this reason, business owners who invested in such equipment did so to enhance their businesses through operational performance, as the risks associated with silica/toxin exposure were not widely understood at the time. Nonetheless, the use of water as an operational requirement incidentally reduces dust, and when equipment is operated and maintained efficiently, it can help lower airborne dust levels within a fabrication shop, even though dust control was not the original purpose of these systems.

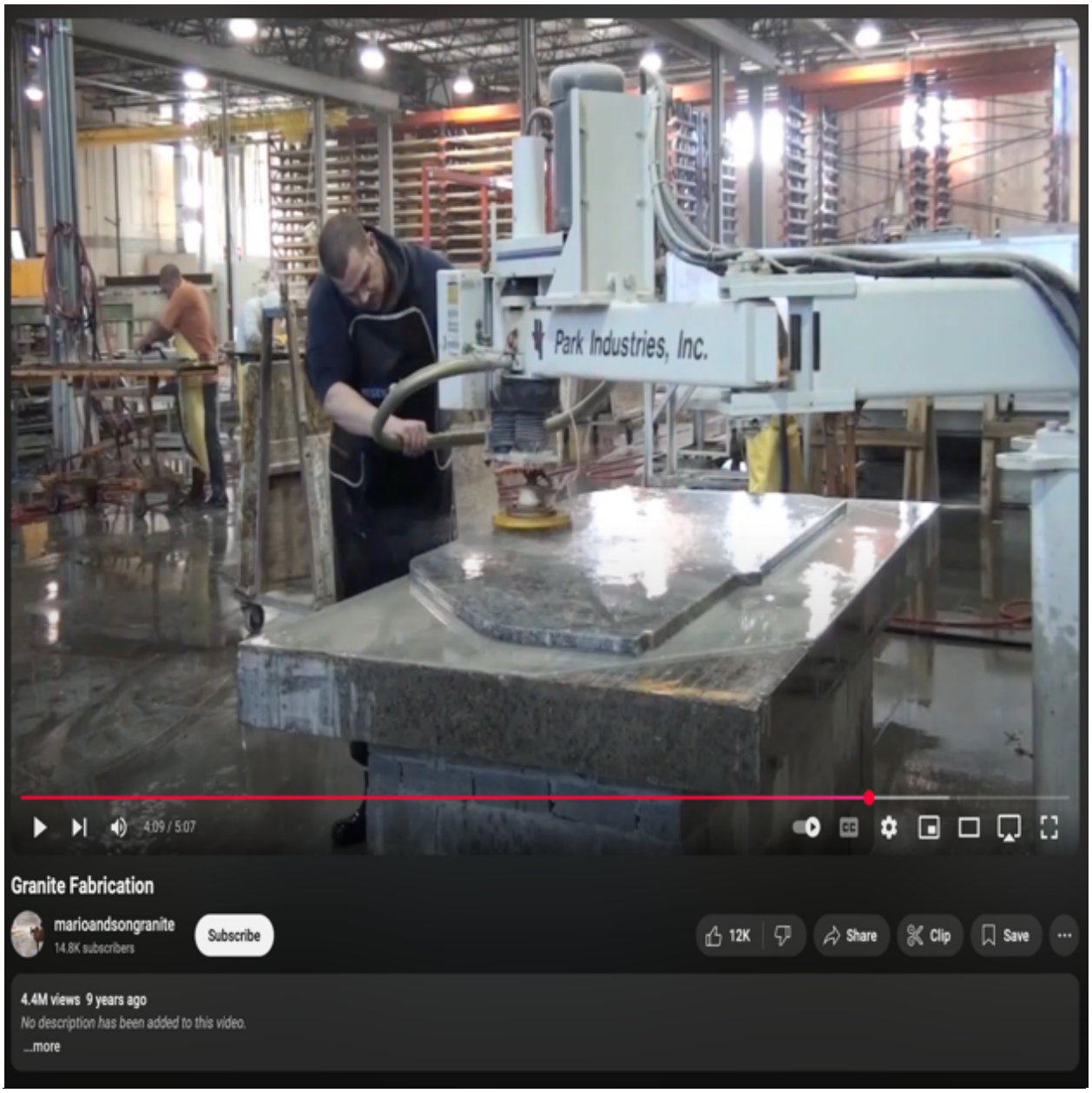
In summary, fabrication shops that release lower levels of dust typically achieved this outcome unintentionally through investments in equipment and processes aimed at improving speed, efficiency, and product quality rather than through an intentional focus on silica/toxin safety. Despite these advancements, no fabrication shop regardless of its level of sophistication, machinery, or control measures can fully eliminate the generation and release of respirable crystalline silica and other toxins. The nature of cutting, grinding, and polishing artificial stone ensures that some degree of exposure risk persists even under optimal operating conditions.

Until fabrication processes substantially eliminate routine manual cutting, grinding, and polishing tasks that generate respirable crystalline silica, the industry cannot reliably and consistently control worker exposures to levels that are protective of health under real-world production conditions. However, based on my 25 years of experience operating and evaluating stone and engineered quartz fabrication shops, I have not observed such conditions to be reliably achievable or sustainable during routine production operations.

Three screenshots from a YouTube video posted by Mario and Sons Granite of Liberty Lake, Washington, showcase their fabrication process. Mario and Sons is recognized as one of the most sophisticated fabrication facilities in the country, featuring a fully automated production line. The video highlights various phases of the fabrication process; however, none of the fabricators are wearing respirators and the final screenshot shows the production floor covered in dust, despite the shop's advanced automation and technology.

https://www.youtube.com/watch?v=M07cTZ49U20

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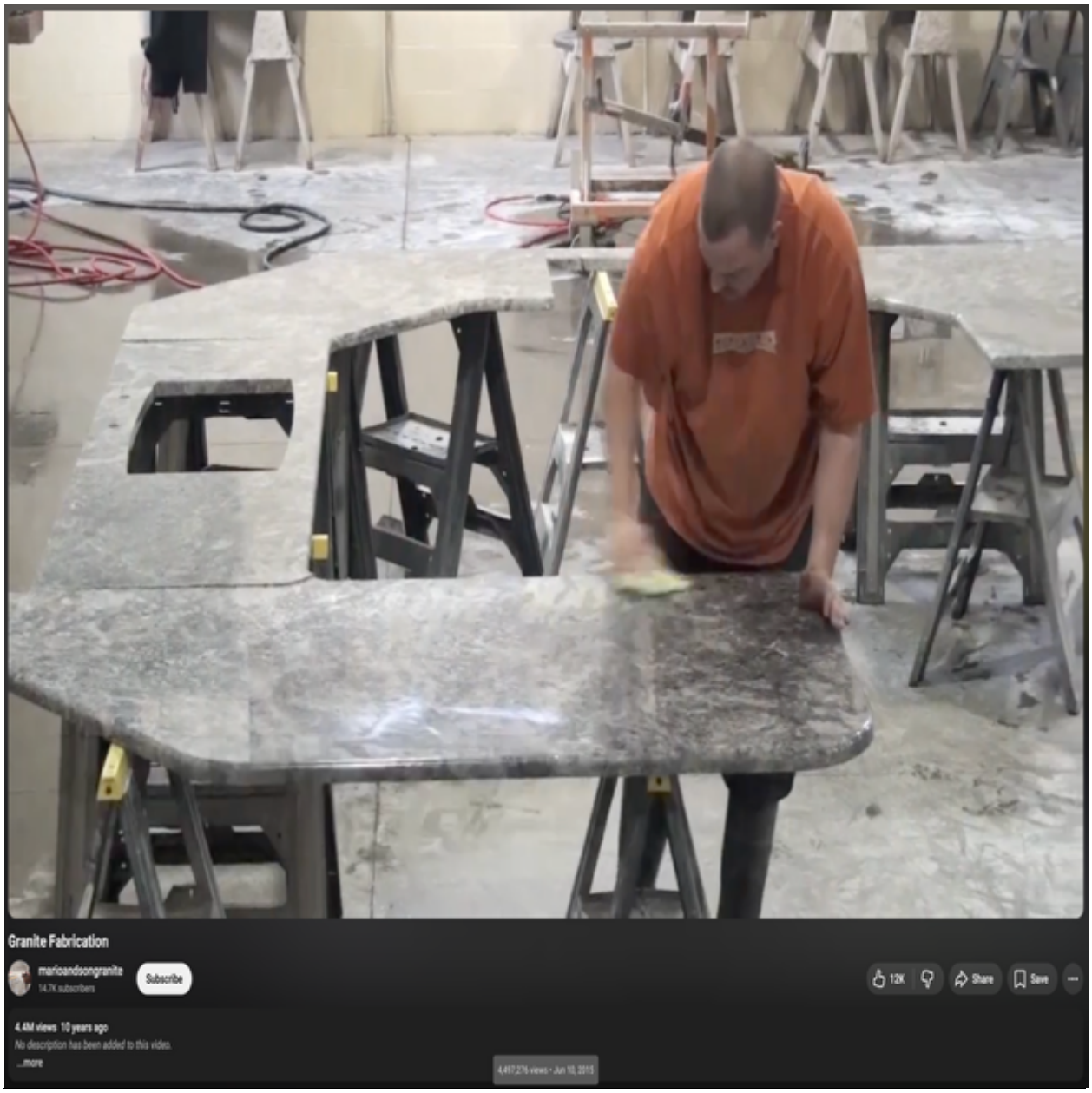
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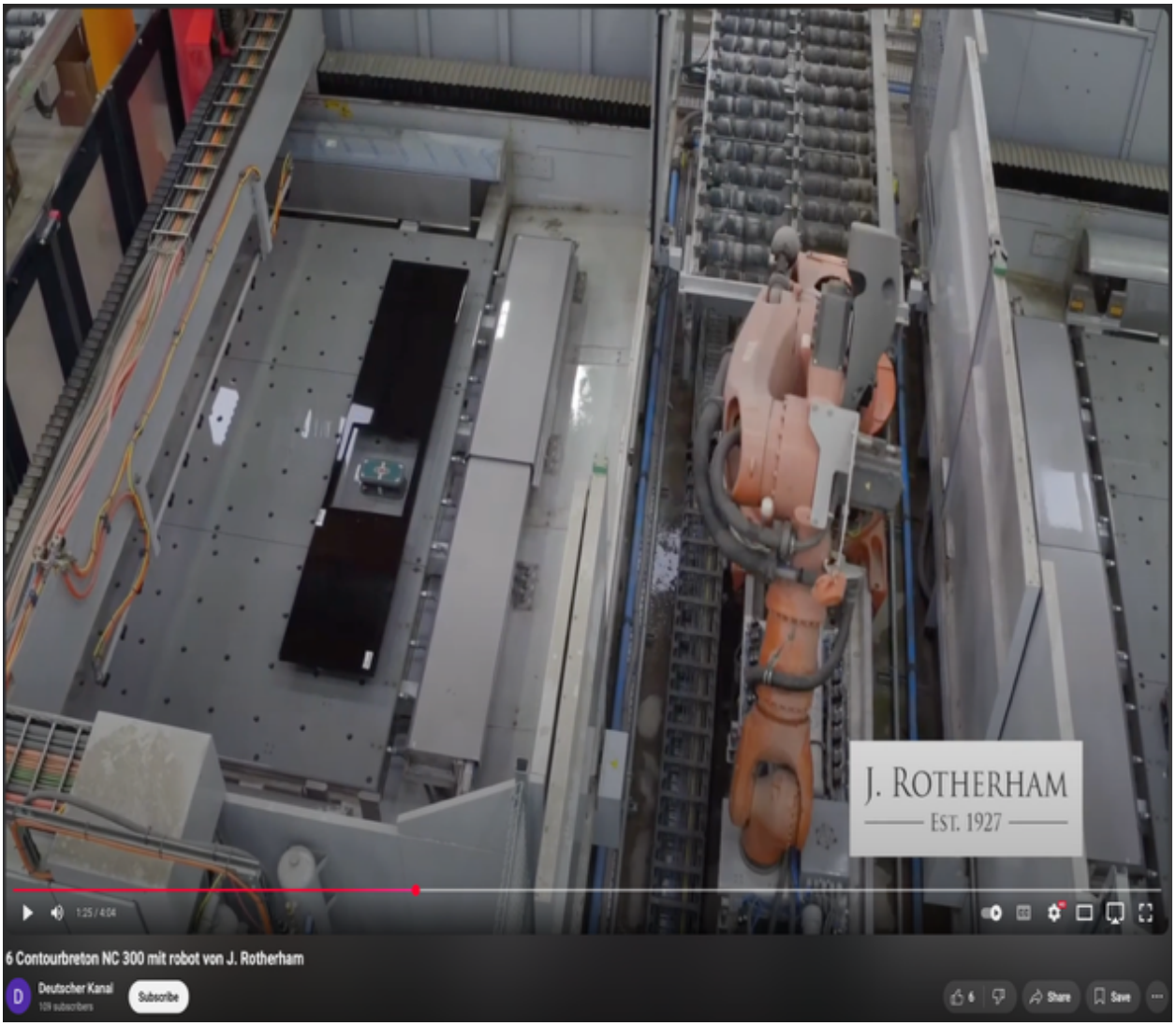
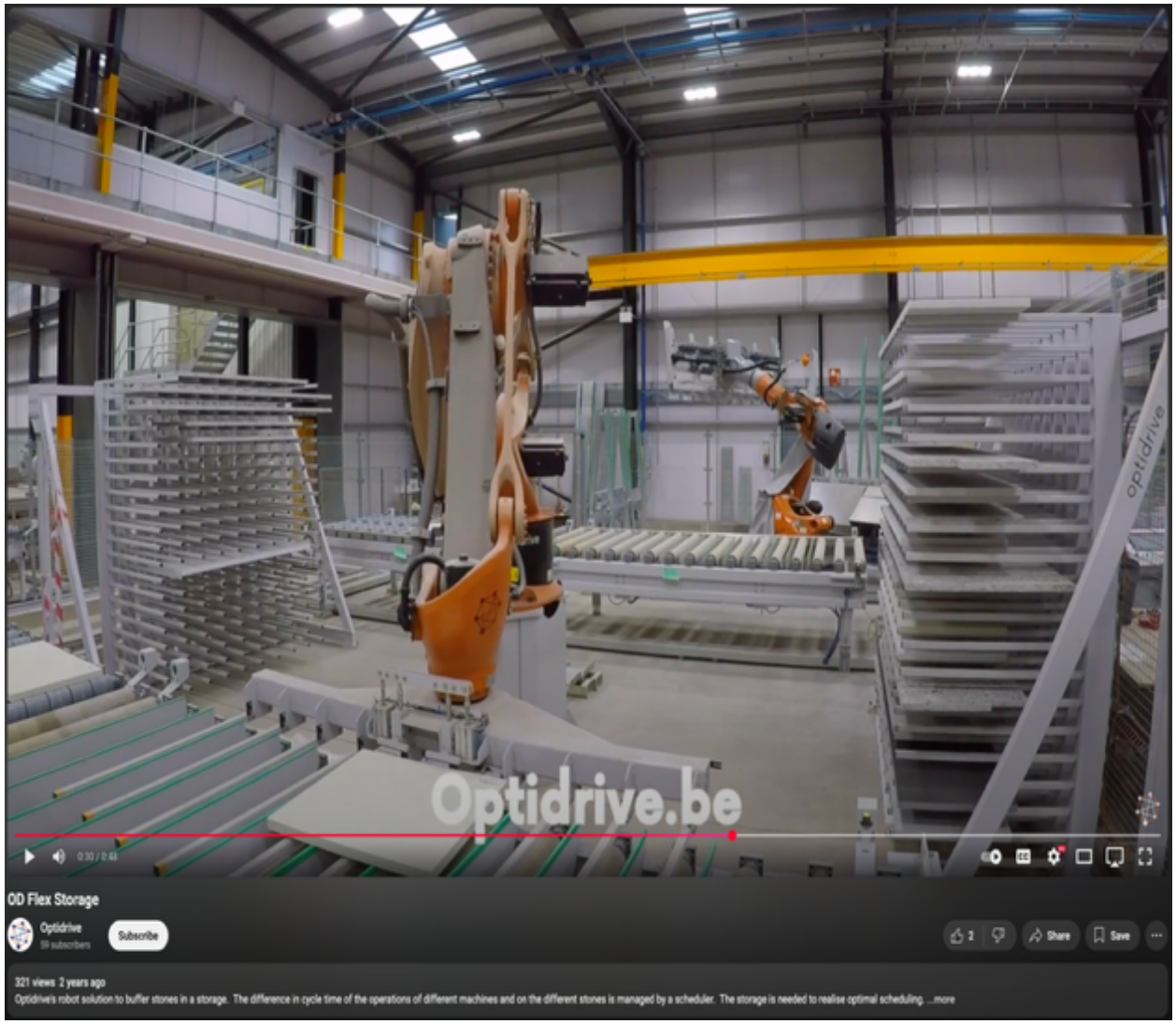
Screenshot of a YouTube video of a Kuka robot moving cut parts on and off six CNC routers on a sophisticated, state of the art fully automated fabrication production line at J. Rotherham in the UK. In operations like this, Kuka robots replace humans for material handling tasks. Even with the robot constantly moving away from the machinery, it is still covered in dust, demonstrating that even the most advanced, fully automated shops without any manual cutting, grinding, or polishing still generate invisible airborne dust. In ~99% of shops across the country that lack fully automated production lines, humans perform the material handling and, as a result, are the ones exposed to respirable crystalline silica dust instead.

https://www.youtube.com/watch?v=rWv7Wovjyr4



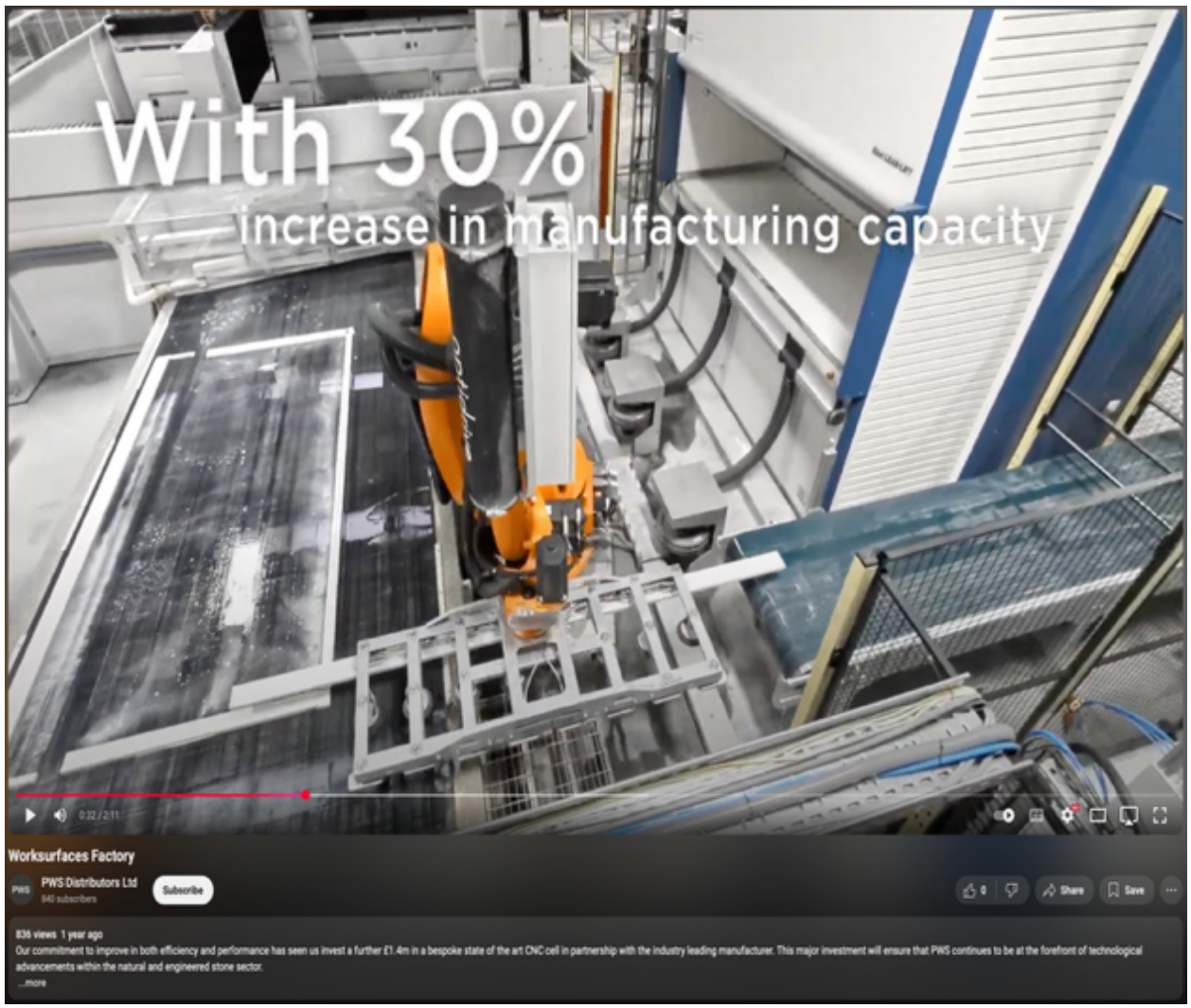
Screenshot of a YouTube video of a Kuka robot moving cut parts from a CNC saw into storage before going onto a CNC router on a sophisticated, state of the art fully automated fabrication production line at J. Rotherham in the UK. In operations like this, Kuka robots replace humans for material handling tasks. Even with the robot positioned away from machinery, it is still covered in dust, demonstrating that even the most advanced, fully automated shops without any manual cutting, grinding, or polishing still generate invisible airborne dust. In ~99% of shops across the country that lack fully automated production lines, humans perform the material handling and, as a result, are the ones exposed to respirable crystalline silica dust instead.

https://www.youtube.com/watch?v=JknFqaG4724



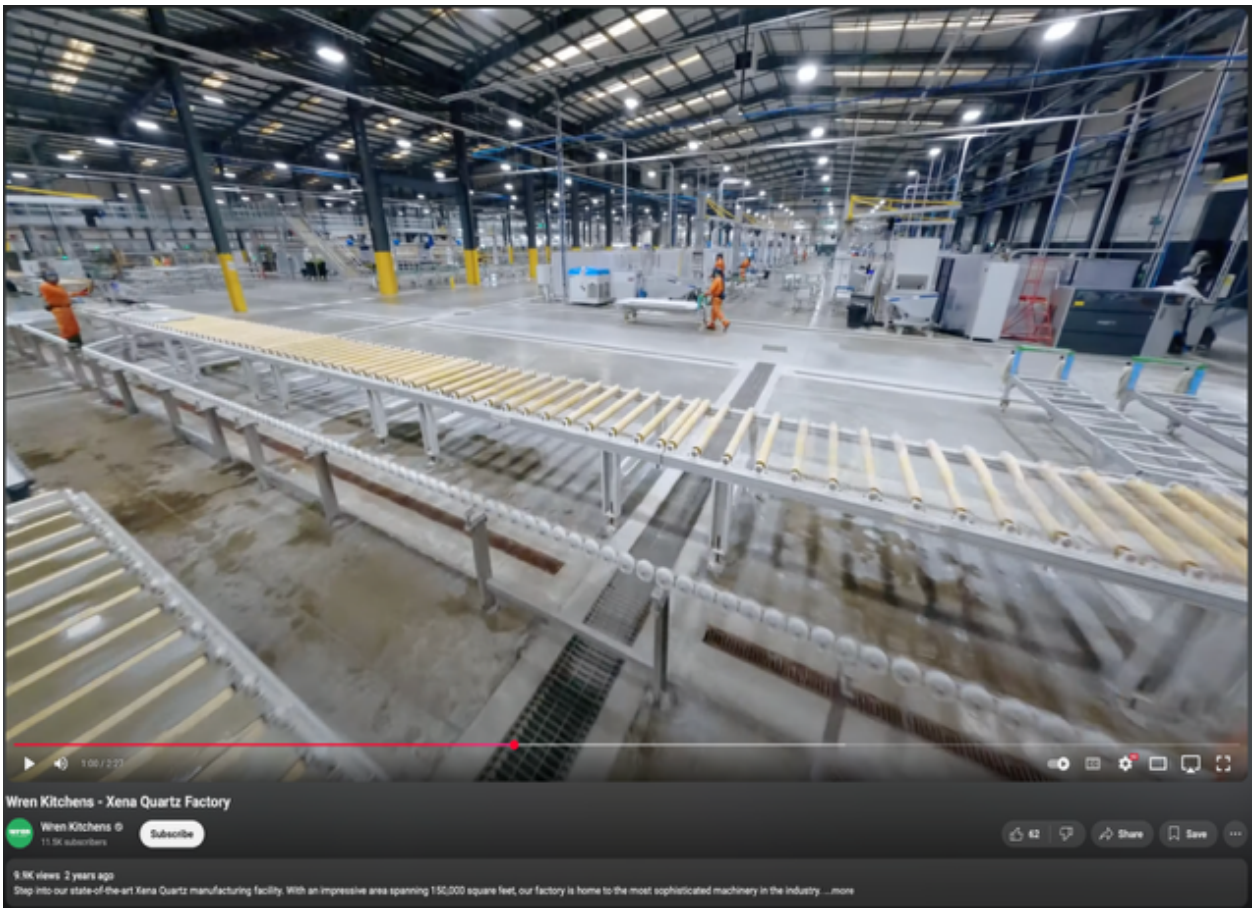
Screenshot of a YouTube video of a Kuka robot unloading cut parts from a CNC saw on a sophisticated, state of the art fully automated fabrication production line at PWS in the UK. In operations like this, Kuka robots replace humans for material handling tasks. Even with the robot positioned away from the saw, it is still covered in dust, demonstrating that even the most advanced, fully automated shops without any manual cutting, grinding, or polishing still generate invisible airborne dust. In ~99% of shops across the country that lack fully automated production lines, humans perform the material handling and, as a result, are the ones exposed to respirable crystalline silica dust instead.

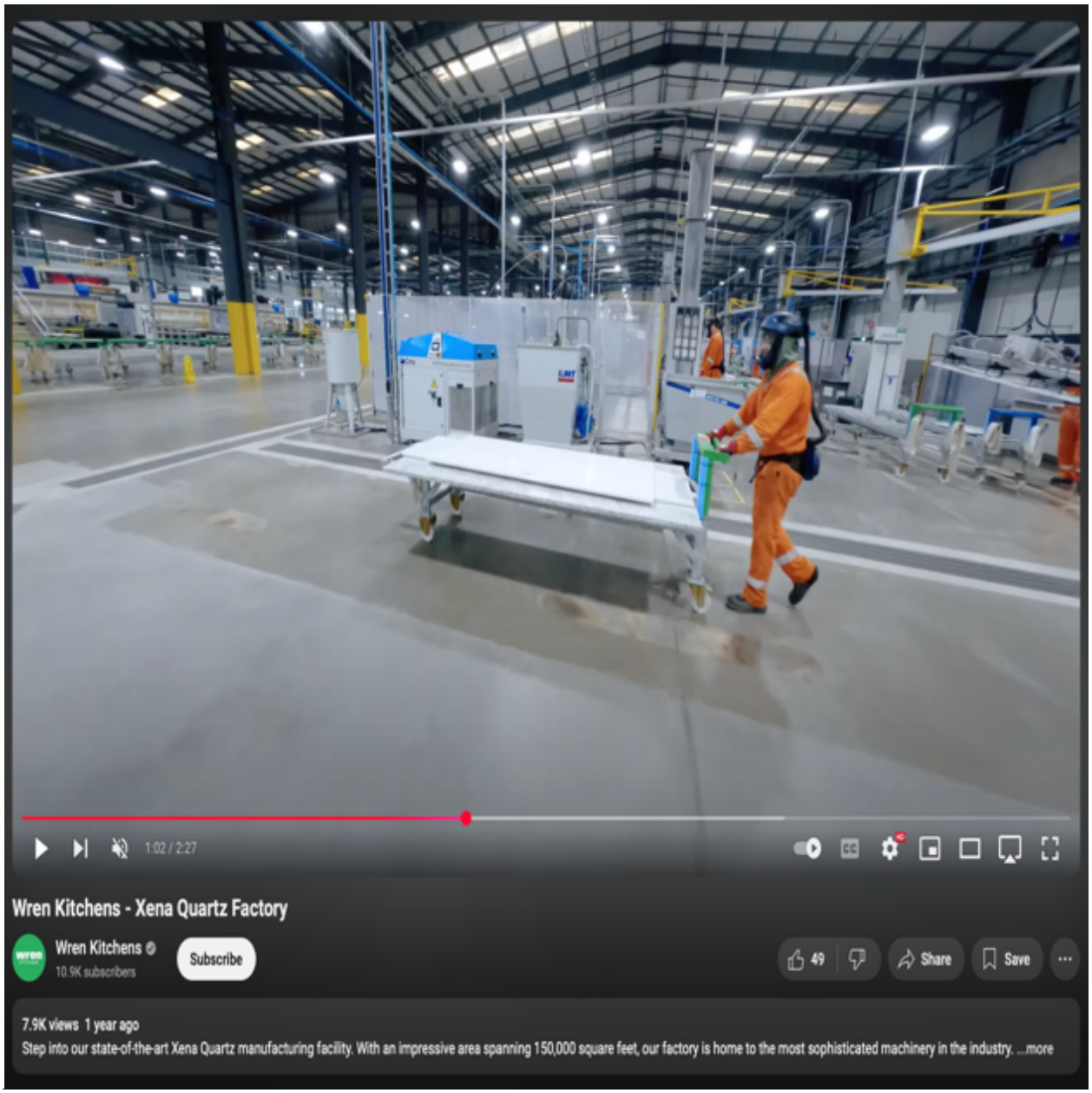
https://www.youtube.com/watch?v=c10TgrrGmos



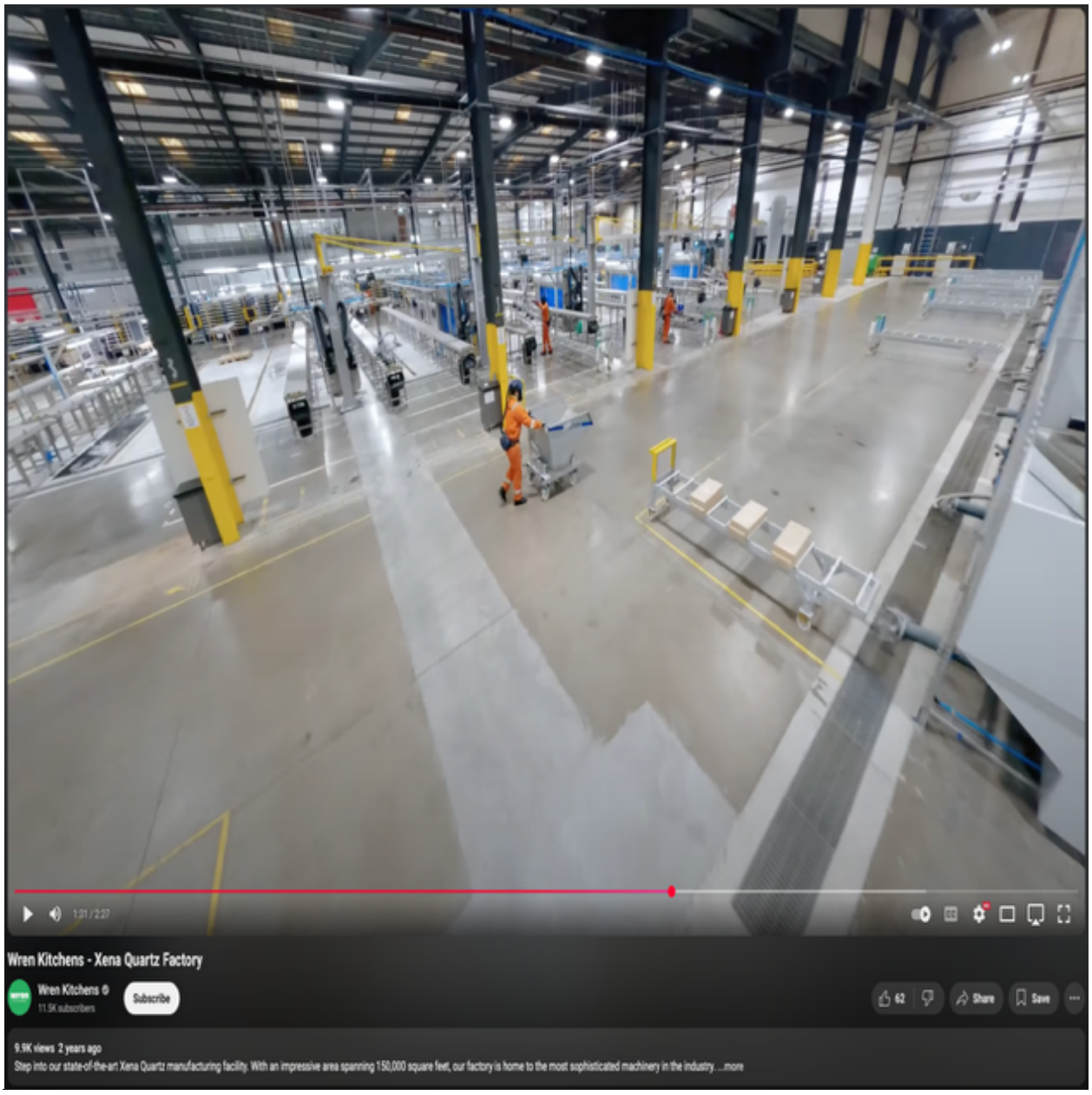
Seven screenshots from a YouTube video posted by Wren Kitchens, the largest sophisticated fabricator in the United Kingdom, showcase their Xena Quartz Factory, a 150,000-square-foot facility featuring material handlers, machine operators, and fabricators. Like J. Rotherham, this facility utilizes an automated production line, but employs human workers for some material handling tasks instead of Kuka robots. All fabrication shop employees are equipped with air-supplied respirators and coverall suits, as even the most advanced state of the art production lines alone cannot guarantee nor provide sufficient protection against respirable crystalline silica (RCS). This approach offers the highest level of protection against silica exposure, but also requires the largest initial investment and incurs the highest operating and maintenance costs. I estimate that a facility of this caliber and size cost over $30 million to build, and no comparable facility currently exists in the United States.

https://www.youtube.com/watch?v=Ohv-dLK96Zc

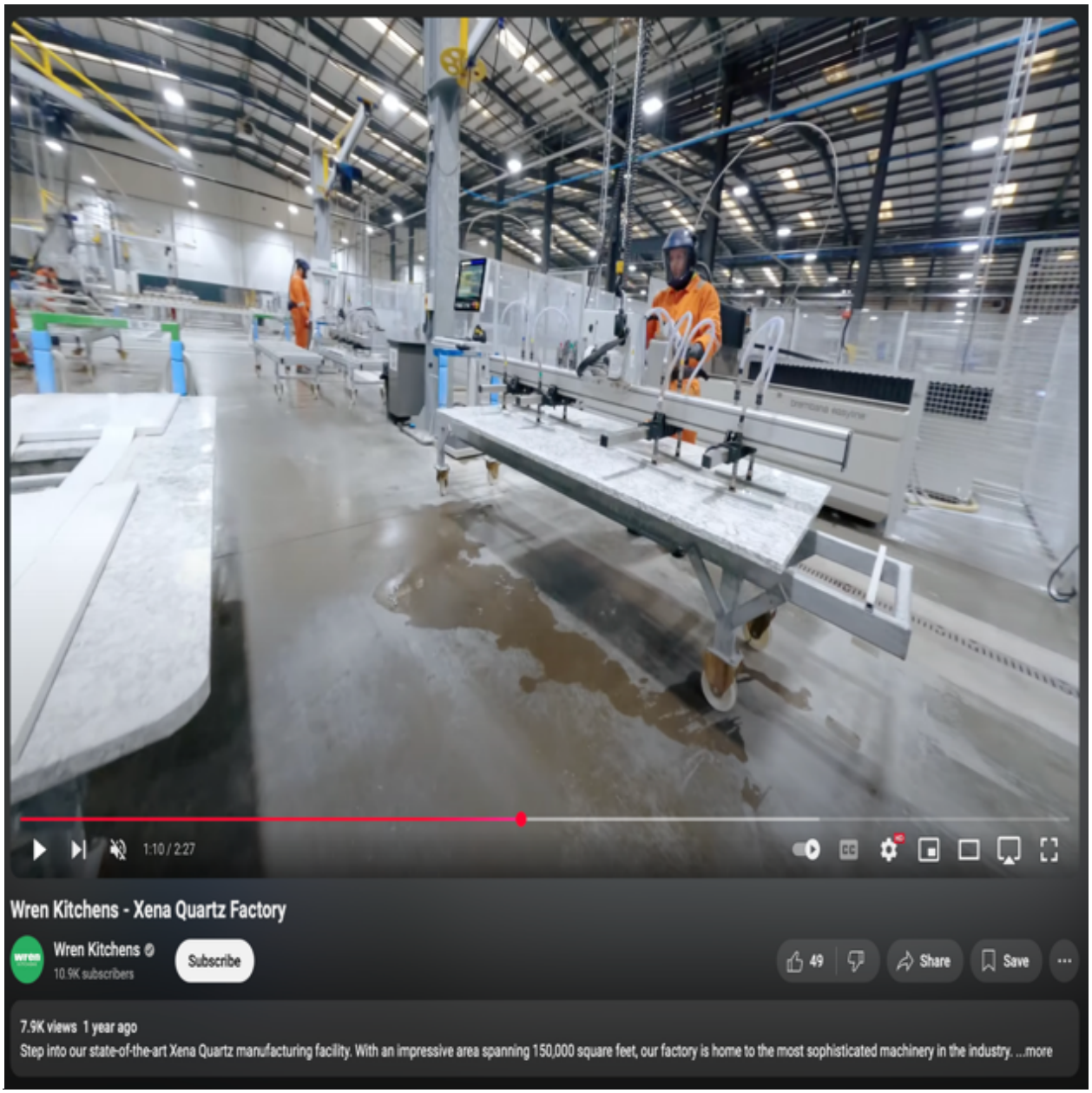




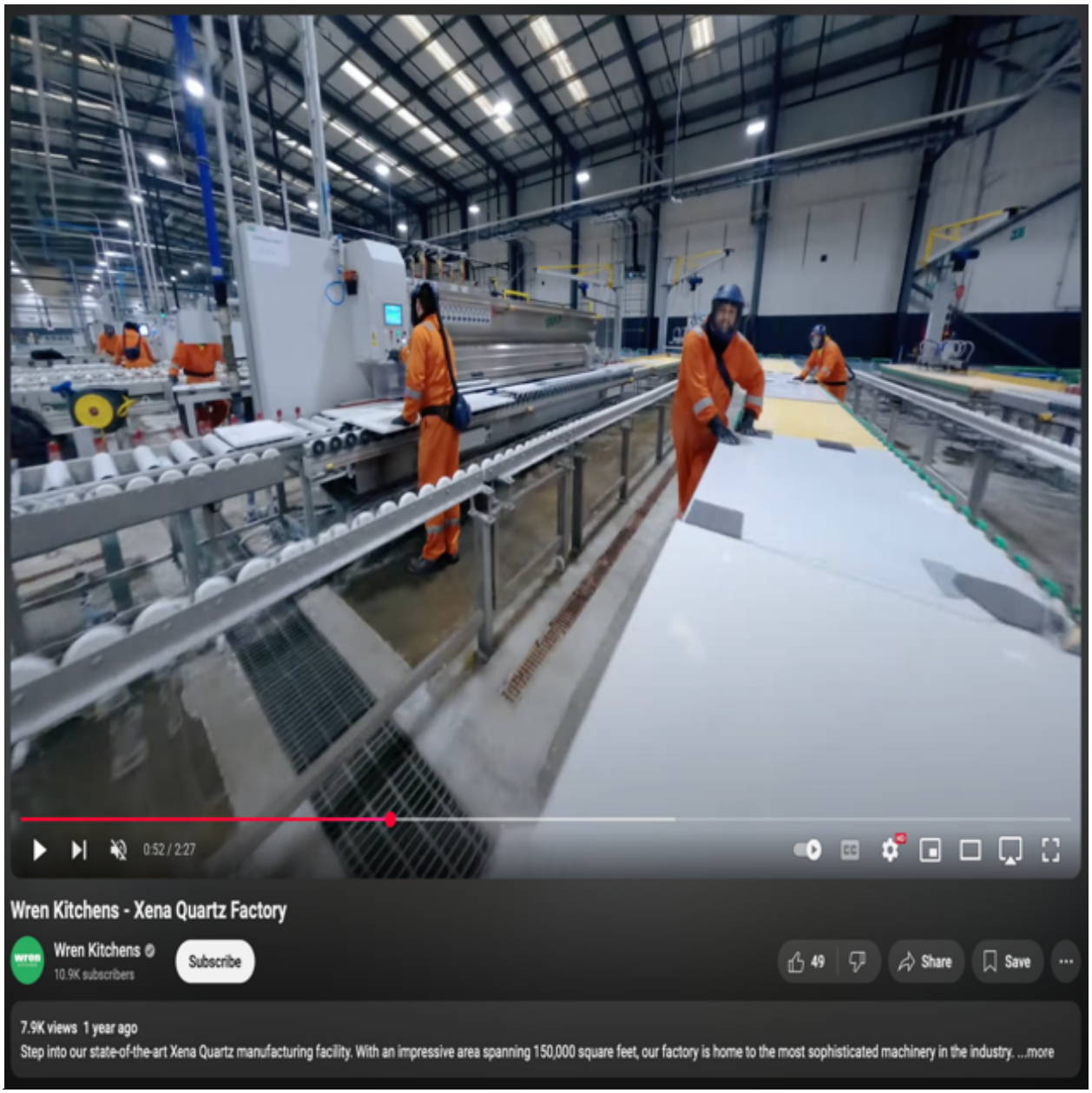
Material Handler



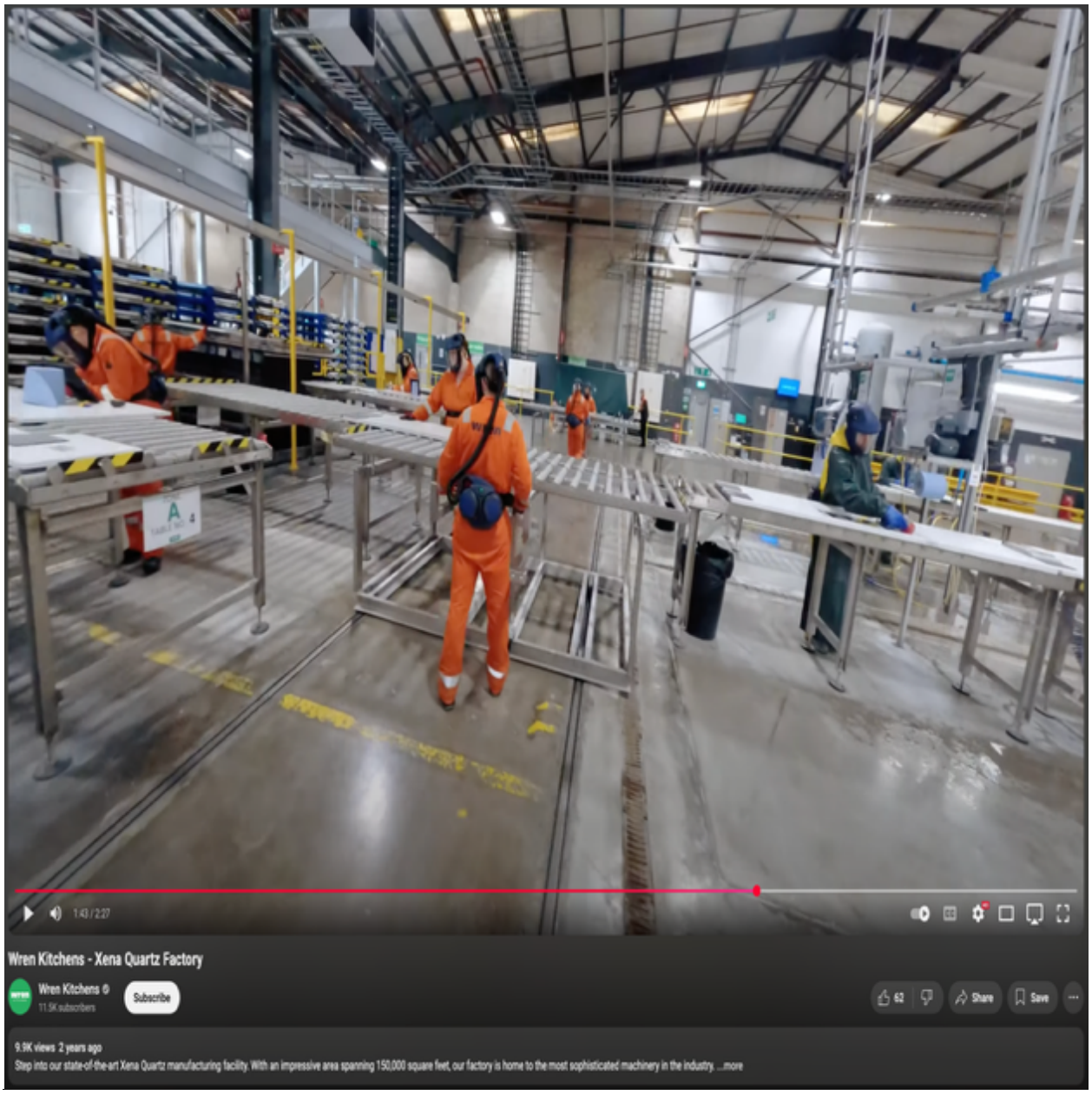
Material Handler



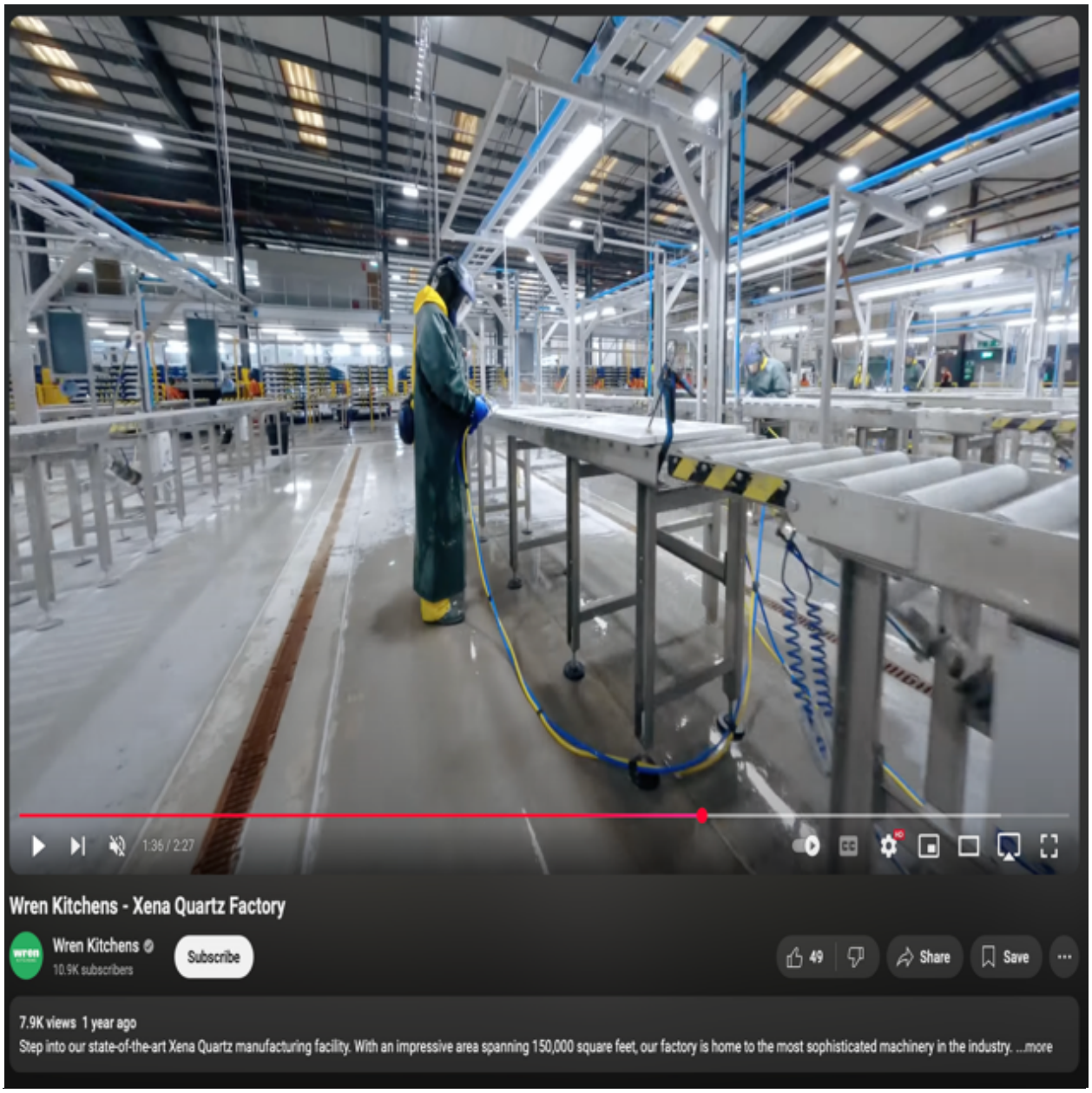
Machine Operators



Machine Operators



Hand Fabricators



Hand Fabricators

Below are photos of CNC operators from Wren Kitchens, ASW, Cambria, and Cambria's premier partner, Arlington Marble. The operators from Wren Kitchens (Fig.6) and ASW (Fig.7) are equipped with comprehensive personal protective equipment (PPE) to ensure optimal safety and protection against silica exposure, while the operators from Cambria (Fig.8) and Arlington Marble (Fig.9) are shown without PPE.

Figure 6:

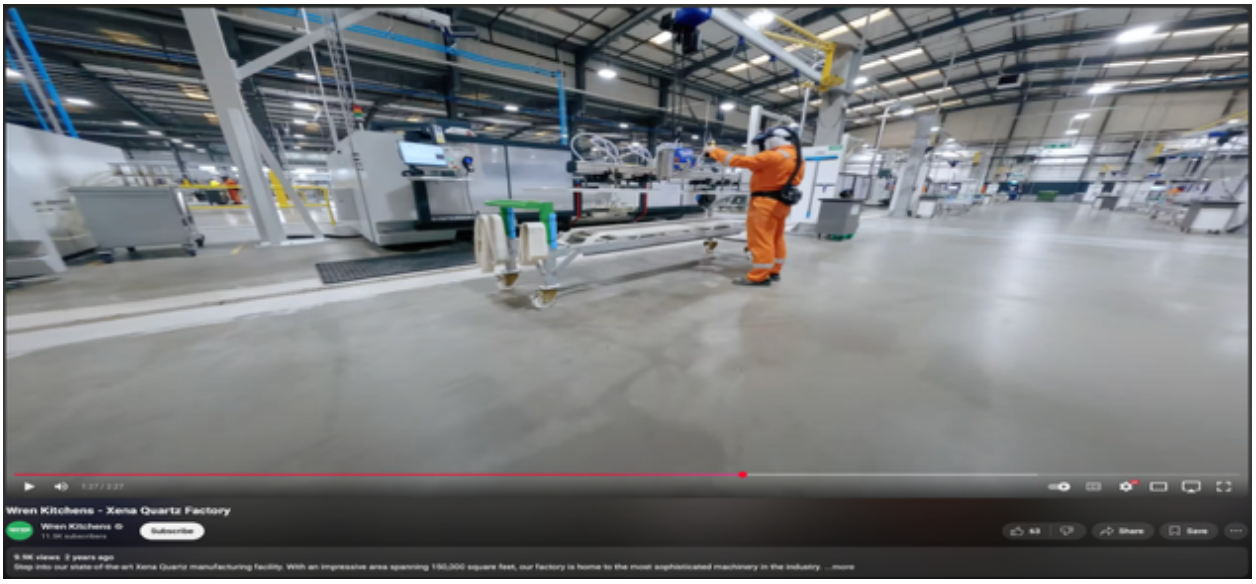


Figure 7:



Figure 8:

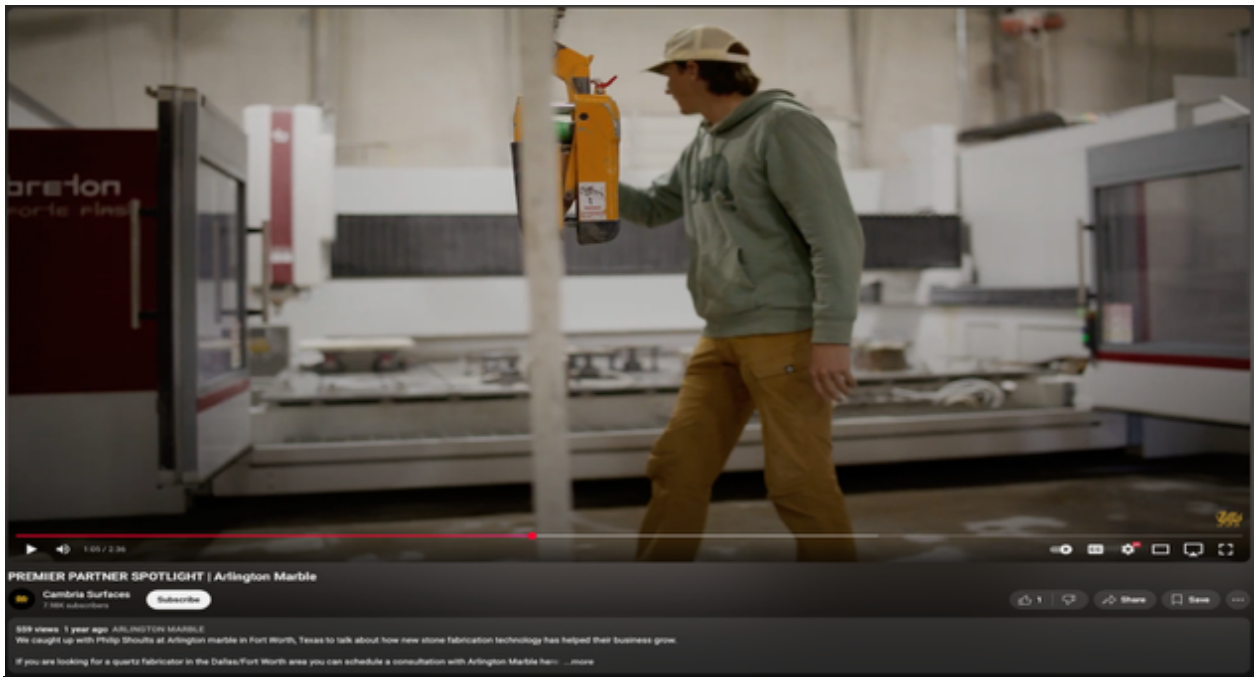
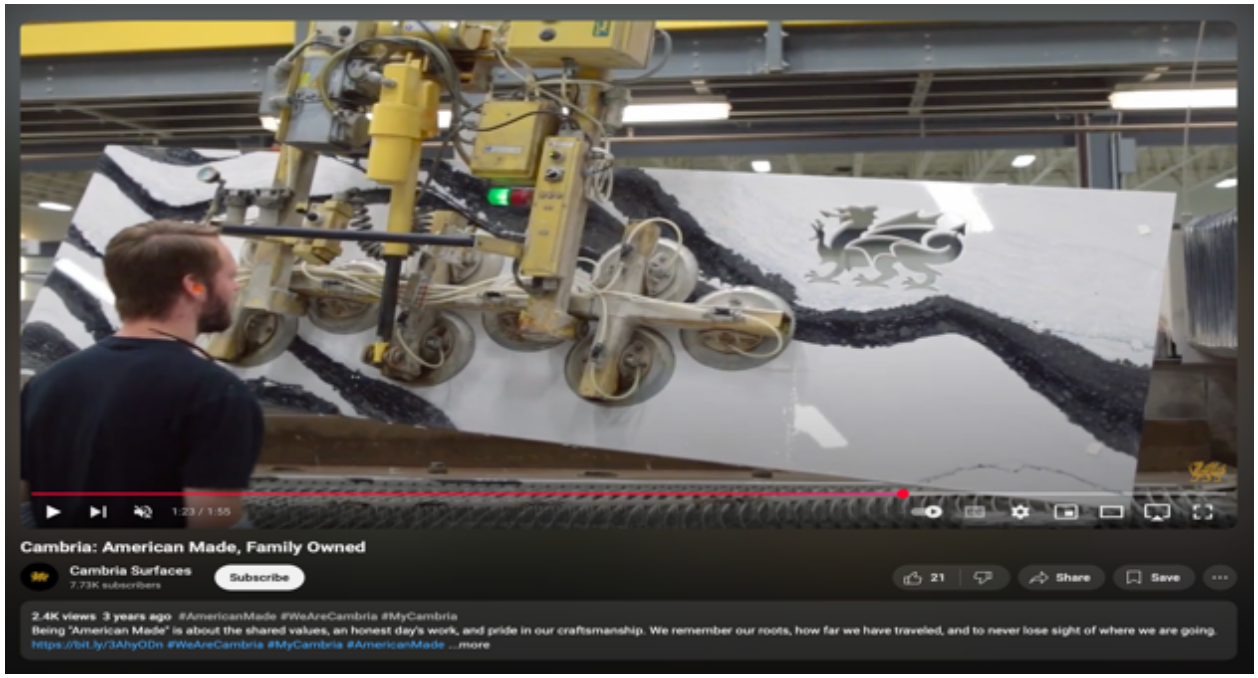


Figure 9:



Manufacturers' Videos

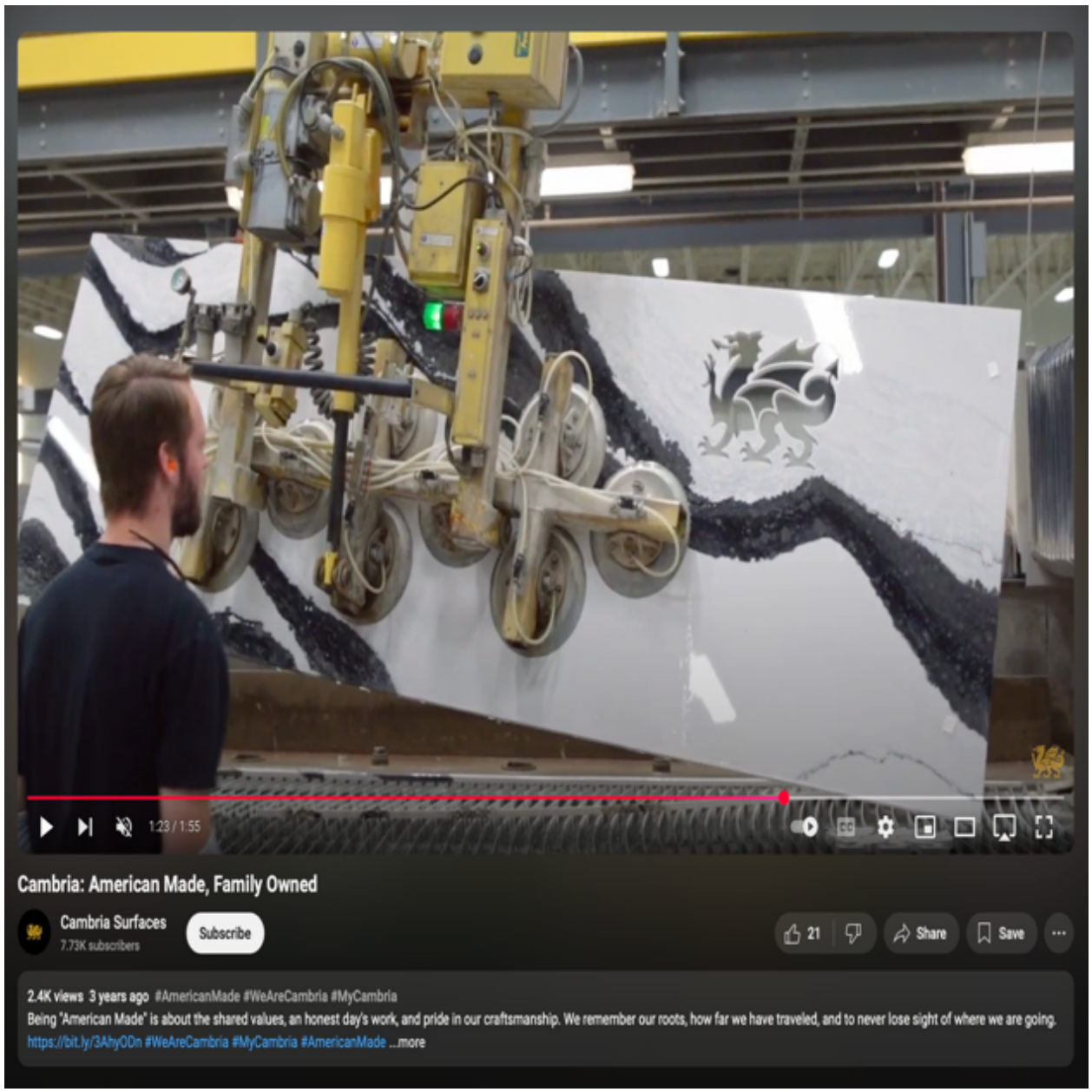
We now understand that even minimal amounts of airborne silica are hazardous. The photos above, showing Wren Kitchens' Xena Quartz Factory in the United Kingdom, illustrate the seriousness and extensive personal protective equipment (PPE) required to minimize exposure to respirable crystalline silica (RCS). This stands in stark contrast to the videos posted by Cambria, Cosentino, Caesarstone, DuPont, and the Natural Stone Institute (of which the majority of their paying members are slab manufacturers.) where far less protection is evident.

The level of PPE used at Wren Kitchens is extremely costly, and in the United States, especially in competitive markets like Southern California, it would be nearly impossible for fabricators to provide this degree of protection and remain financially viable. Competing against companies that do not implement such controls and can therefore offer lower prices is simply not feasible. By allowing their products to be sold through third-party distributors and retailers who will supply artificial stone quartz slabs to any fabricator regardless of safety standards, manufacturers are effectively forcing responsible shops to either cut corners or go out of business.

The photos below are screenshots from videos posted by Cambria, Cosentino, Caesarstone, DuPont, and the Natural Stone Institute, showing dry and wet fabrication work being performed without controls and fabricators or installers wearing respirators. When safety controls or respirators are not used in videos produced by slab manufacturers demonstrating the fabrication and installation of their products it fails to convey the serious health risks associated with inhaling dust. These images capture various stages of the fabrication and installation process, often with workers covered in dust and their faces in close proximity to dust sources, yet none are using proper respirators or controls.

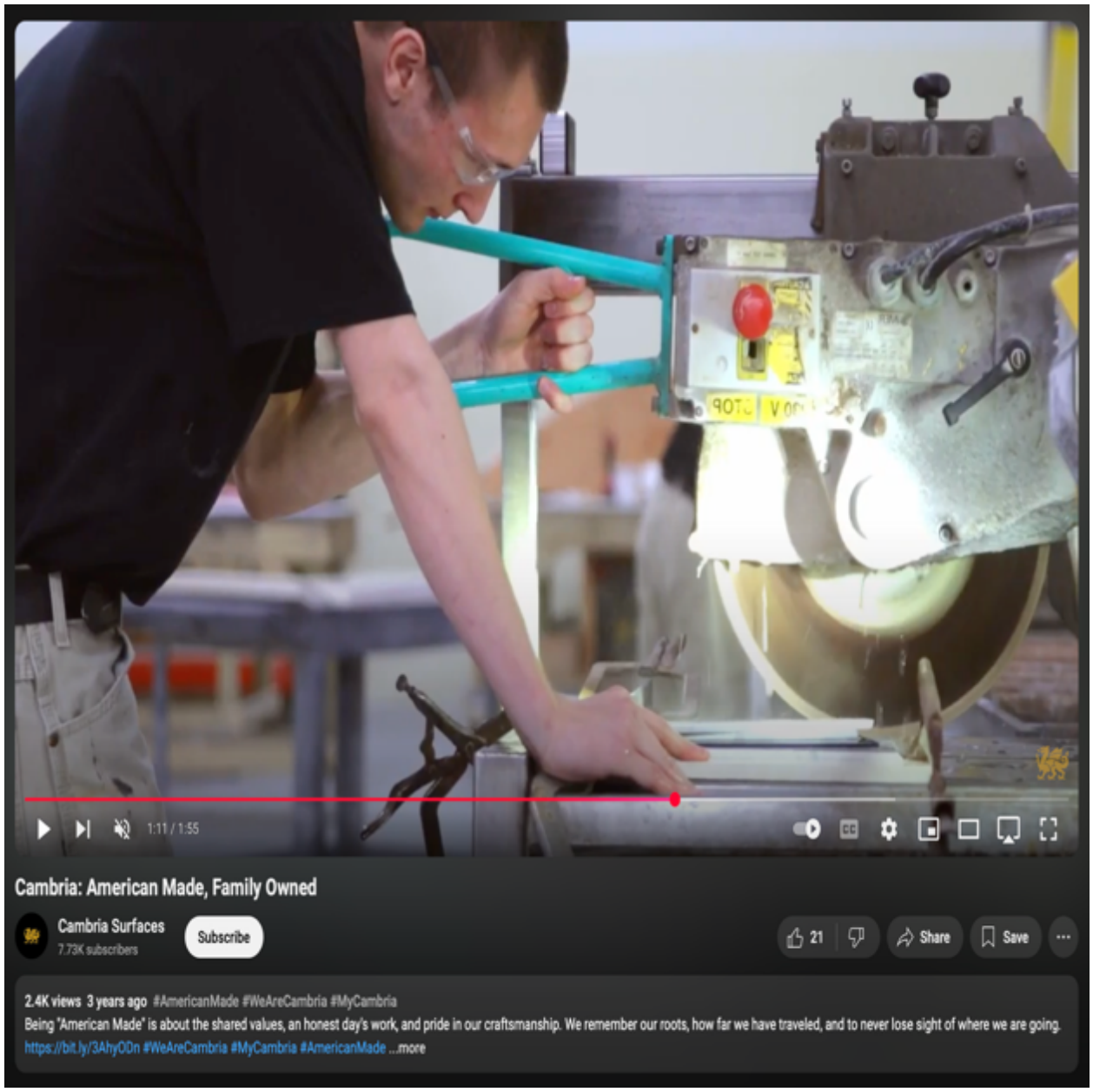
Screenshot of a YouTube video posted by **Cambria** of a waterjet operator without a respirator. Due to the high pressure cutting, waterjets create the most visible dust of any of the wet cutting machines.

https://www.youtube.com/watch?v=PbxgfdnOx2c



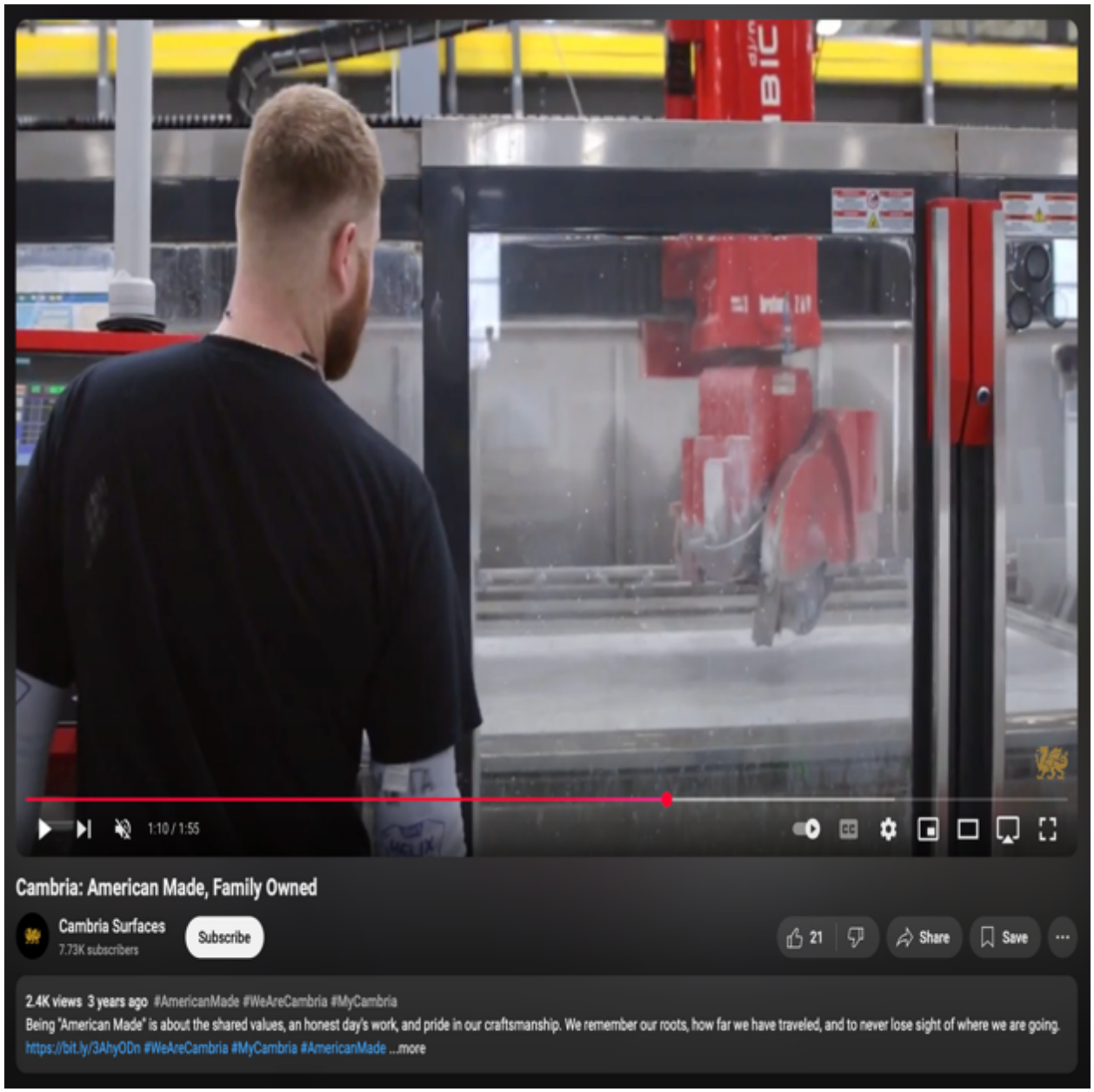
Screenshot of a YouTube video posted by **Cambria** of a hand saw operator who is wearing eye protection to keep dust particles the saw is creating from his eyes but is not wearing a respirator to protect himself from the same particles from entering his lungs.

https://www.youtube.com/watch?v=PbxgfdnOx2c

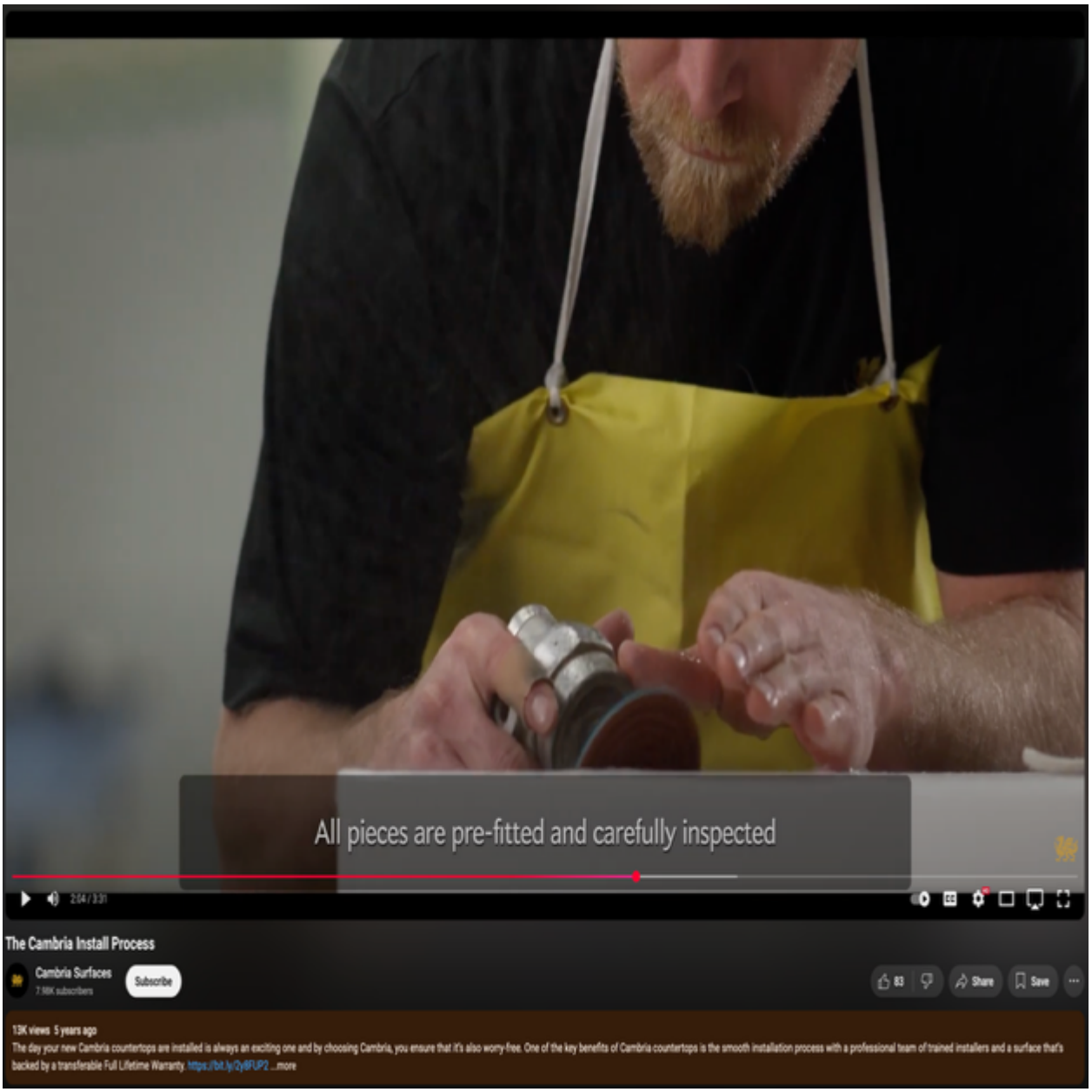


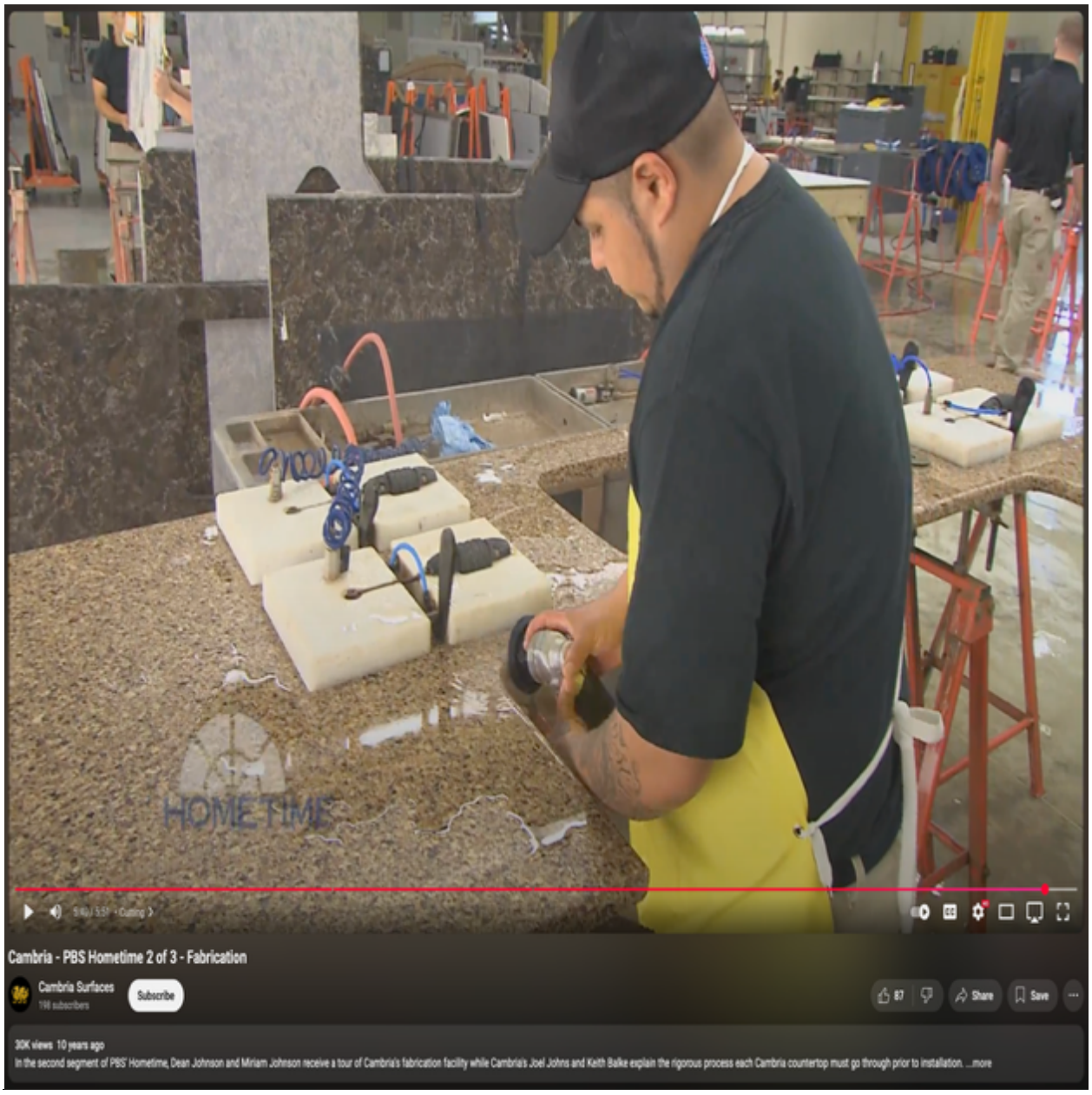
Screenshot from a YouTube video posted by **Cambria** showing a sawjet operator working without a respirator. Although the machine is equipped with safety doors, the entire top is open. When the waterjet feature is in use, visible dust particles spray up into the air.

https://www.youtube.com/watch?v=PbxgfdnOx2c



Four screenshots of a YouTube video posted by **Cambria** of various fabricators working without respirators. The fabricators breathing zone is in extremely close proximity to the source of dust, and the photos display the spray entering the air which contains respirable crystalline silica (RCS).

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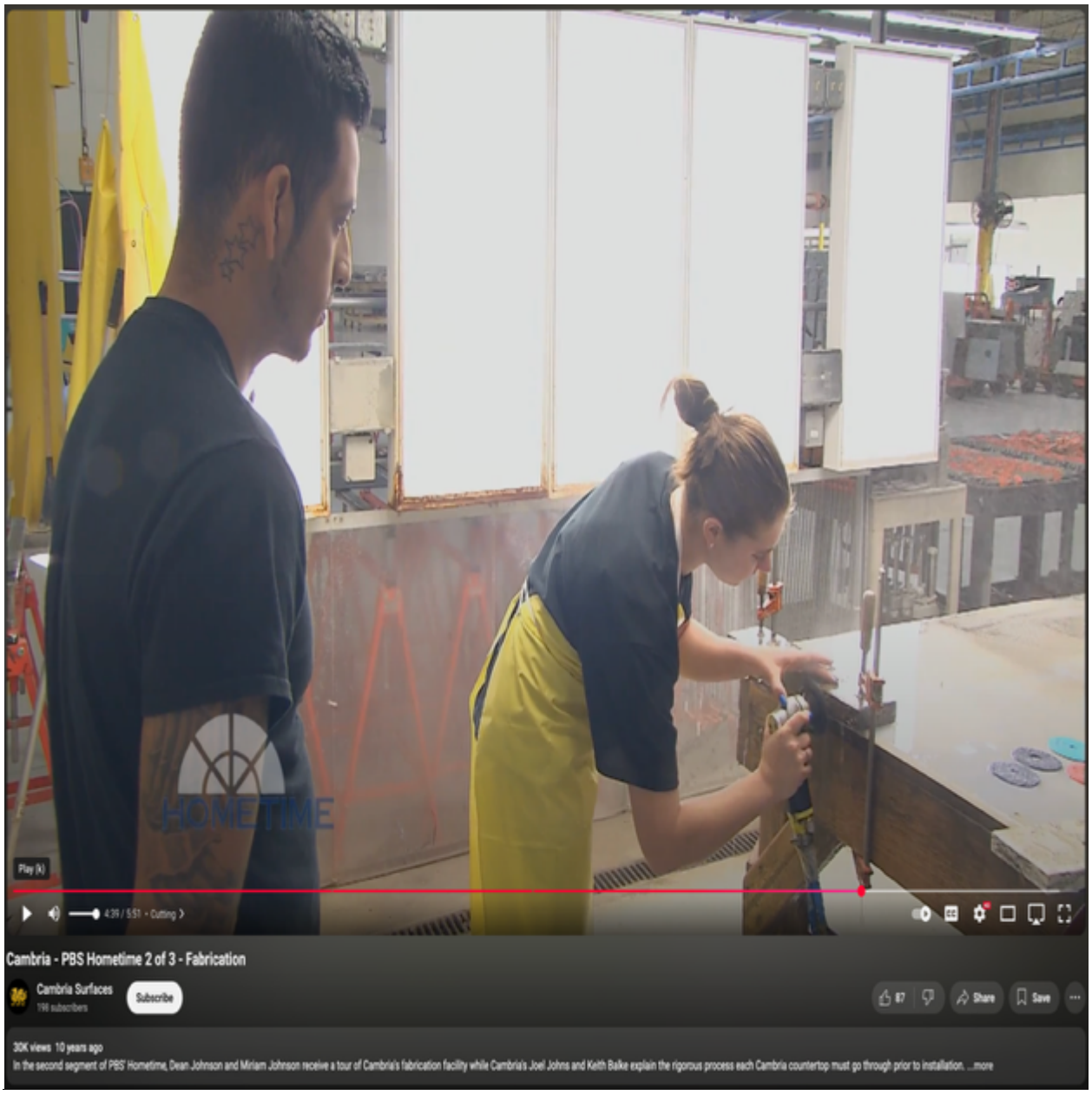
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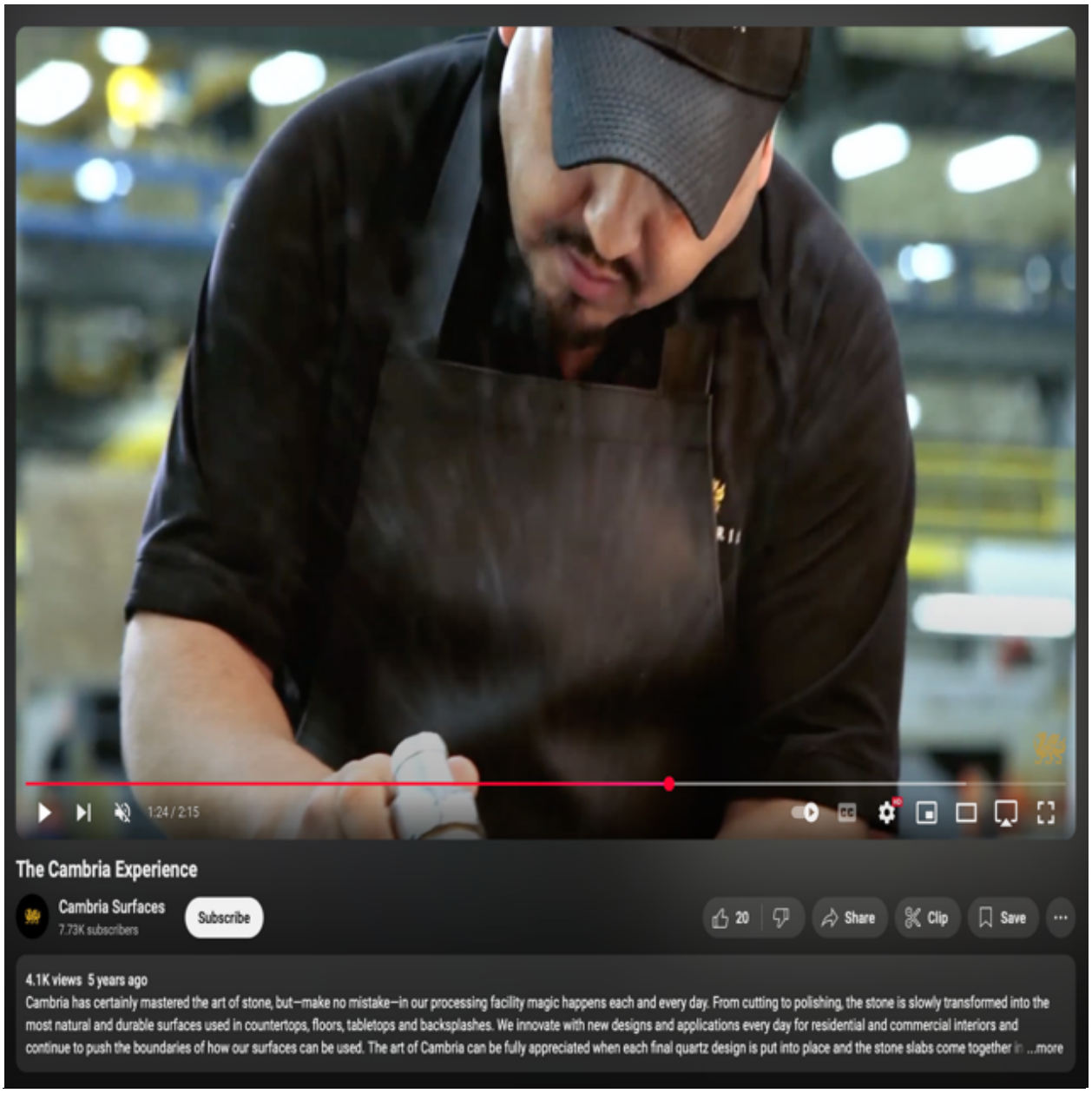
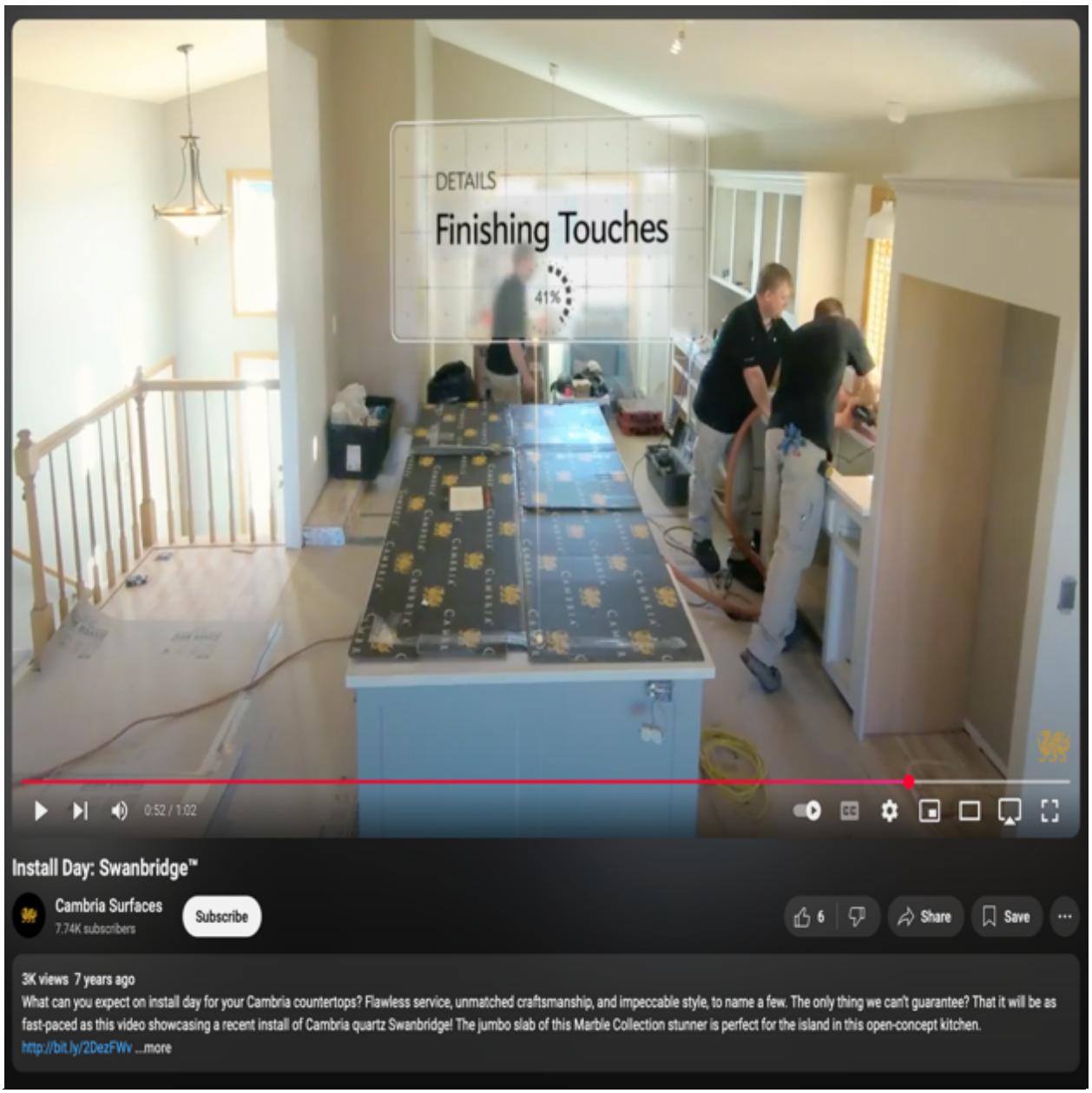


Many, if not all of these photos are taken at **Cambria's** own fabrication facility in Minnesota which I have personally toured upon Cambria's invitation and met Cambria's owner Marty Davis on site.

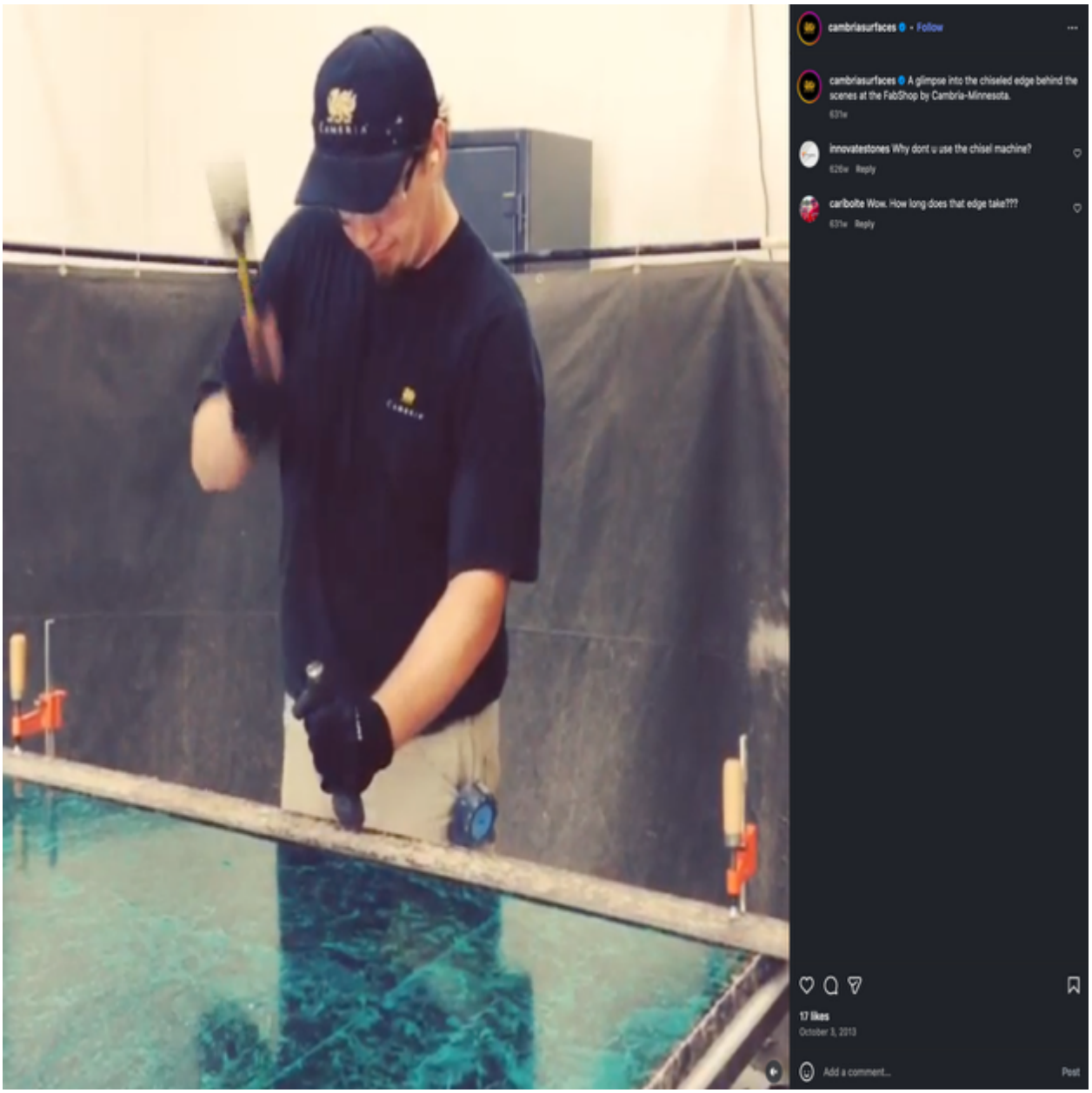
Screenshot of YouTube video posted by **Cambria** of an installation team cutting dry within their breathing zone, with only the use of a vacuum, not wearing respirators.

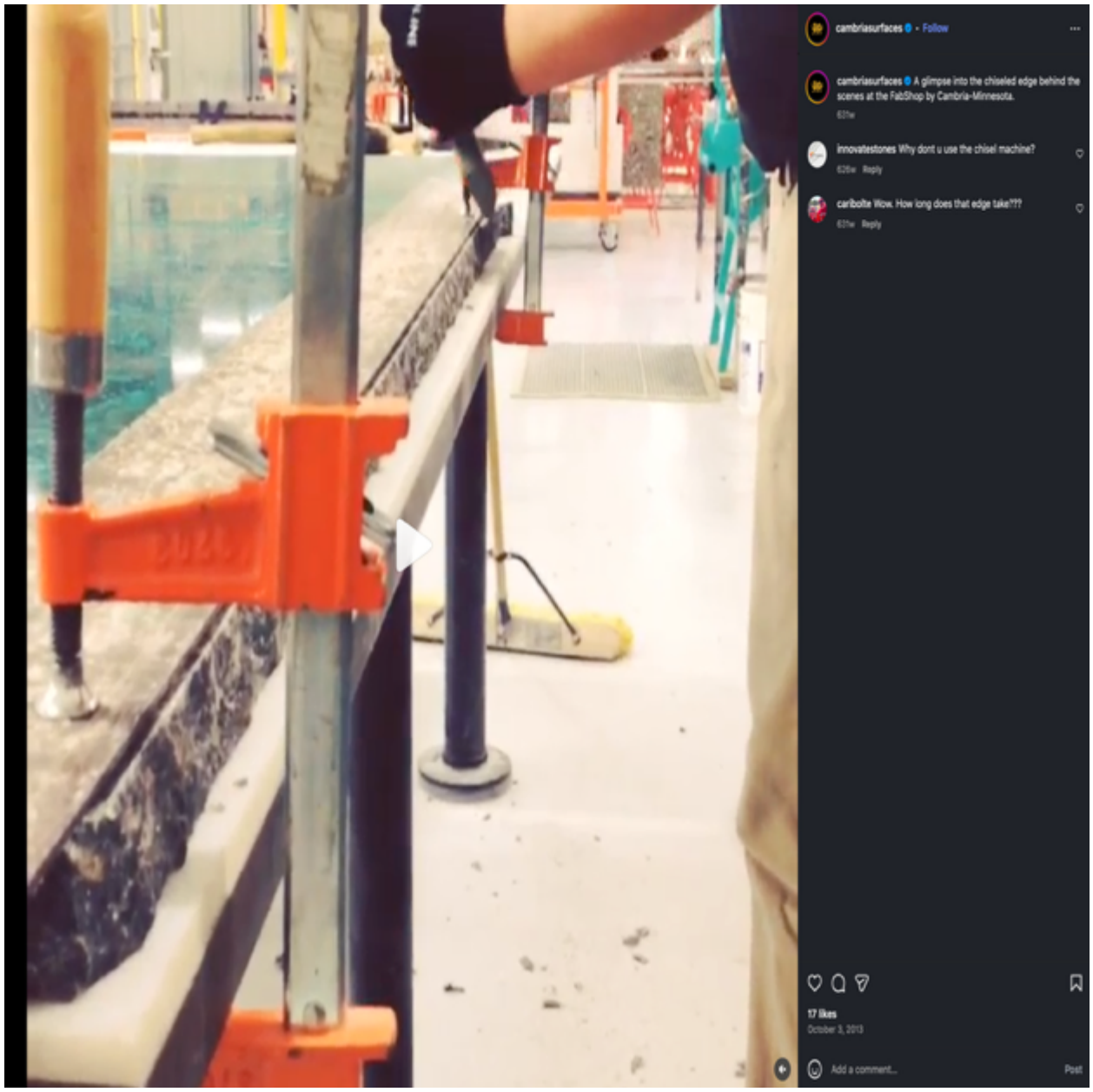
https://www.youtube.com/watch?v=XJfob8VzFTw



Three screenshots from an Instagram video posted by Cambria on October 3, 2013, show a fabricator in their Minnesota shop chiseling quartz without water, ventilation, or even a respirator. For tasks such as chiseling quartz countertops, OSHA requires the use of water or ventilation to prevent dust from becoming airborne and to protect workers from inhaling respirable crystalline silica (RCS).

https://www.instagram.com/p/fBE-bqmVqy/

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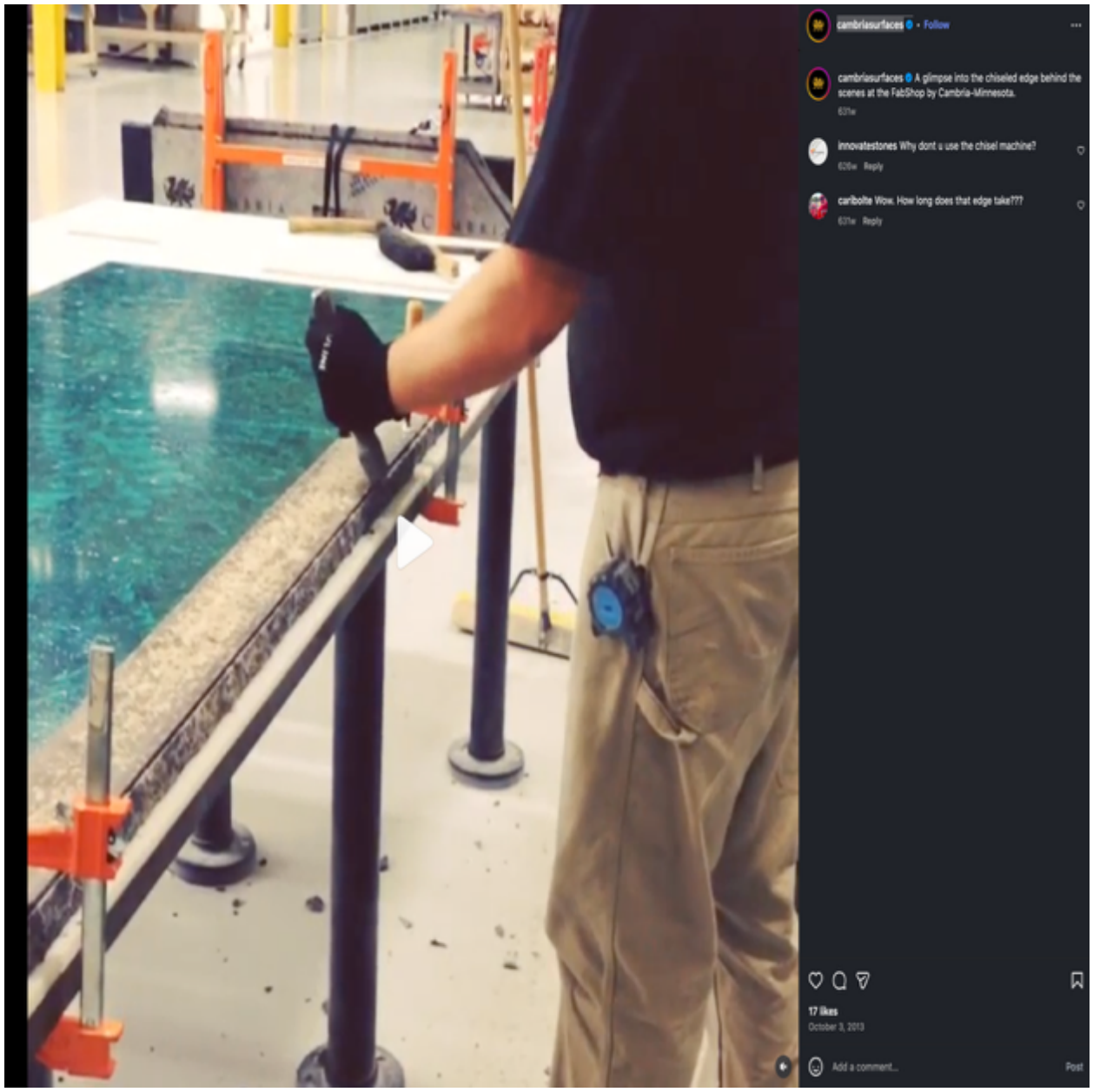
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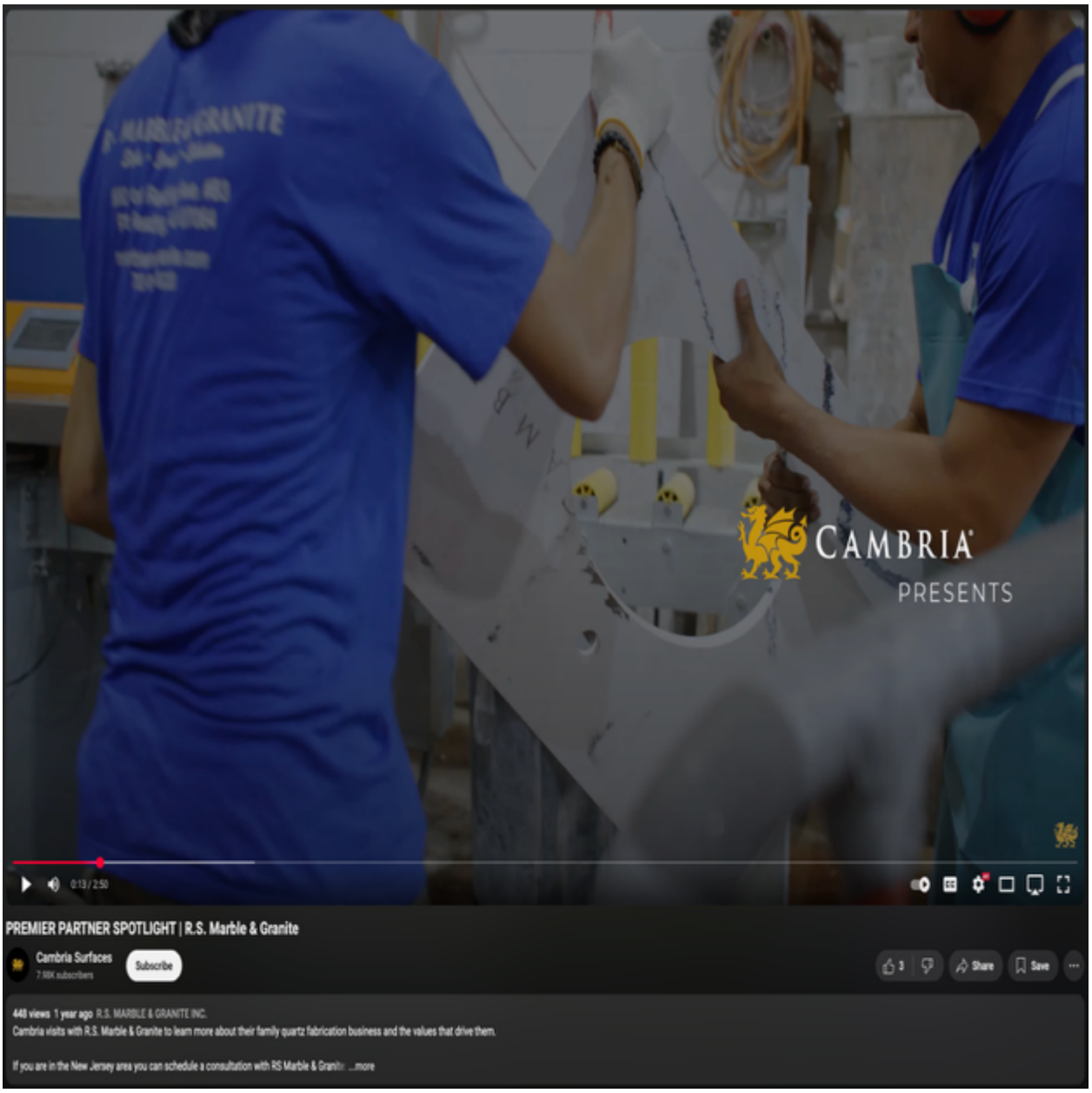
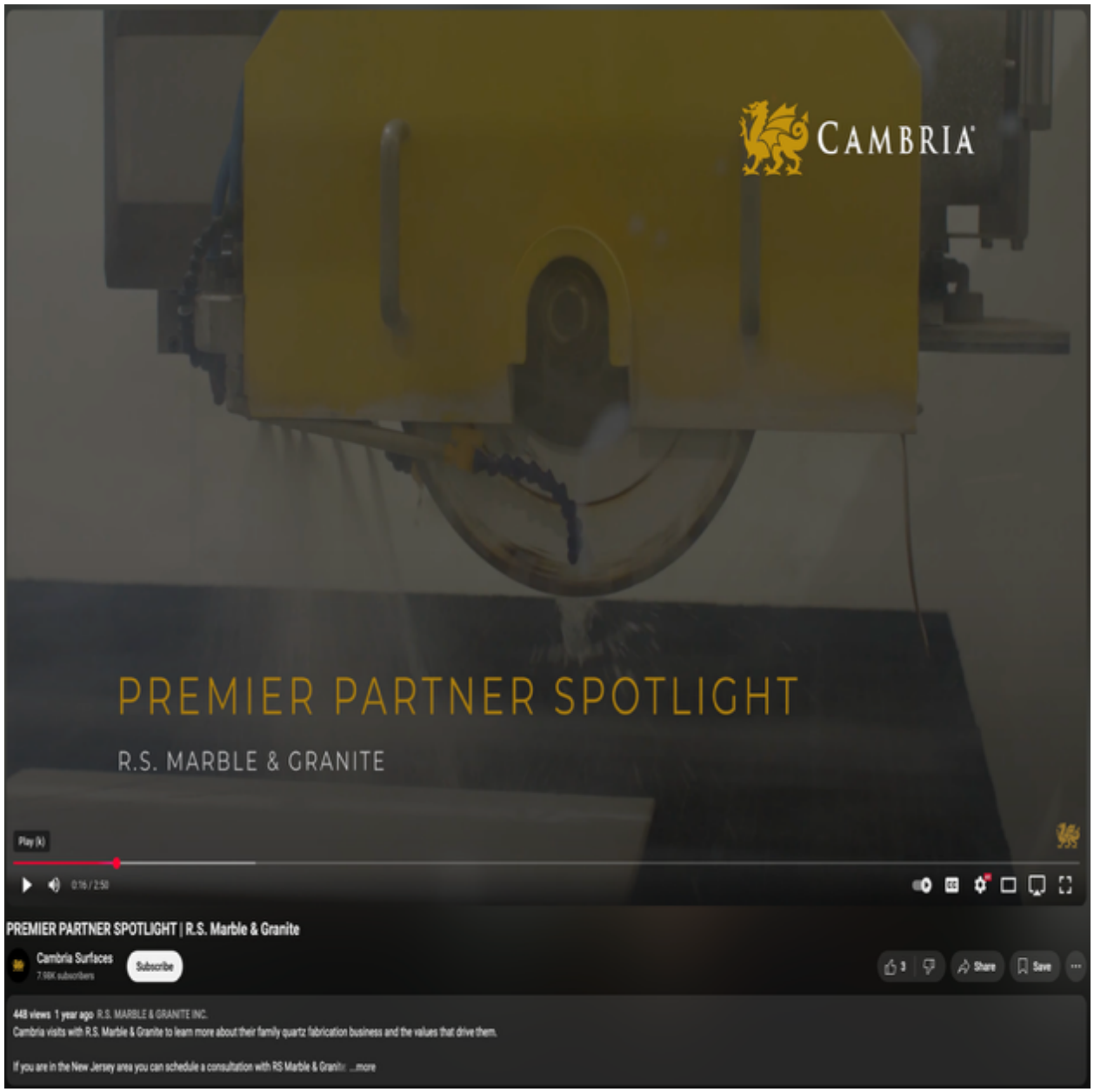
A screenshot from **Cambria's** experience video shows an operator wearing a Cambria hat that is visibly covered in dust.



Six screenshots of a YouTube video posted by **Cambria** in 2024 highlighting a Premier Partner R.S. Marble & Granite. The video clearly shows the fabricators working without respirators, which may give the impression that their product is safe to use without proper protective measures in place.

https://www.youtube.com/watch?v=C6QYRch-uxw

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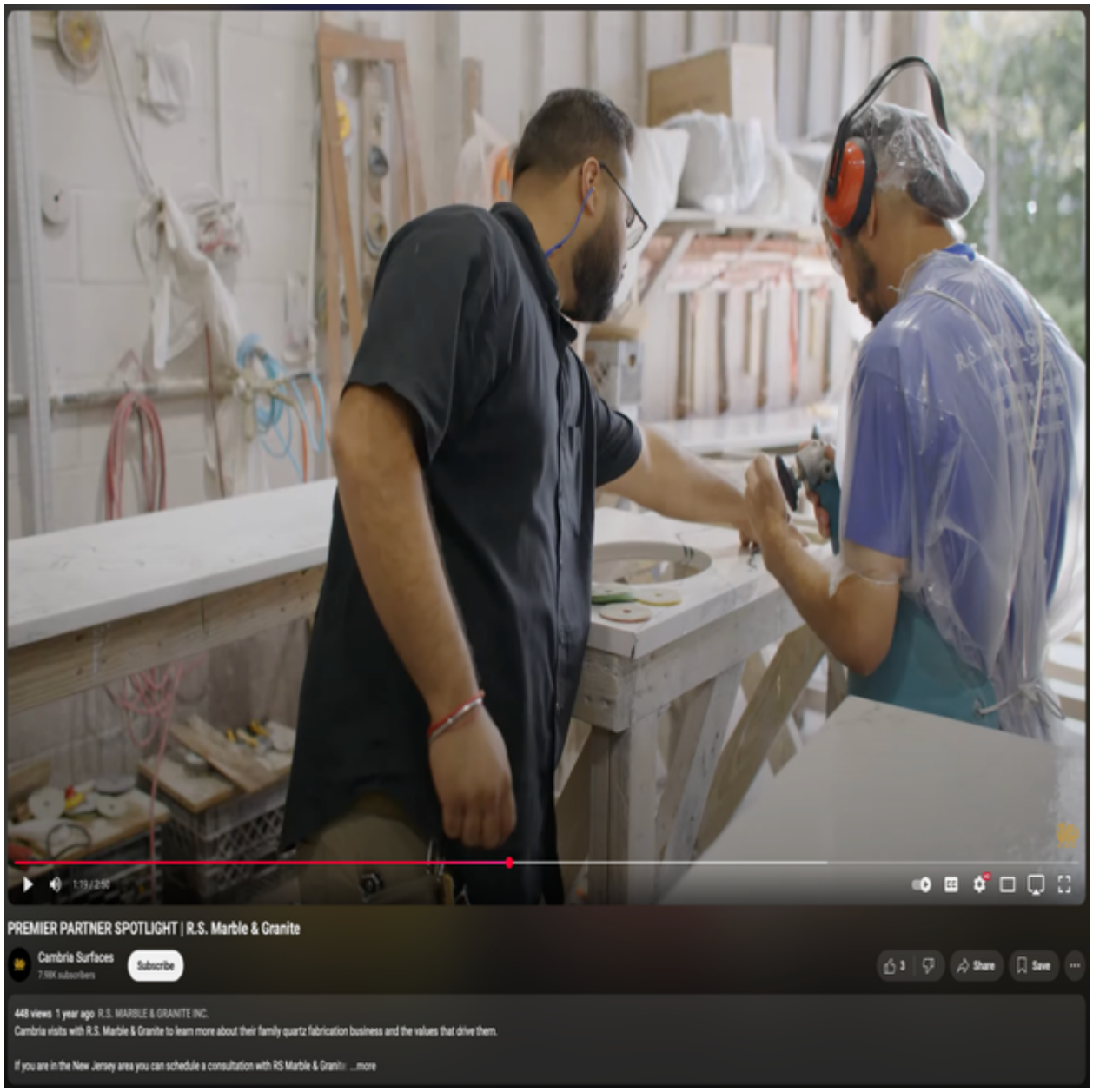
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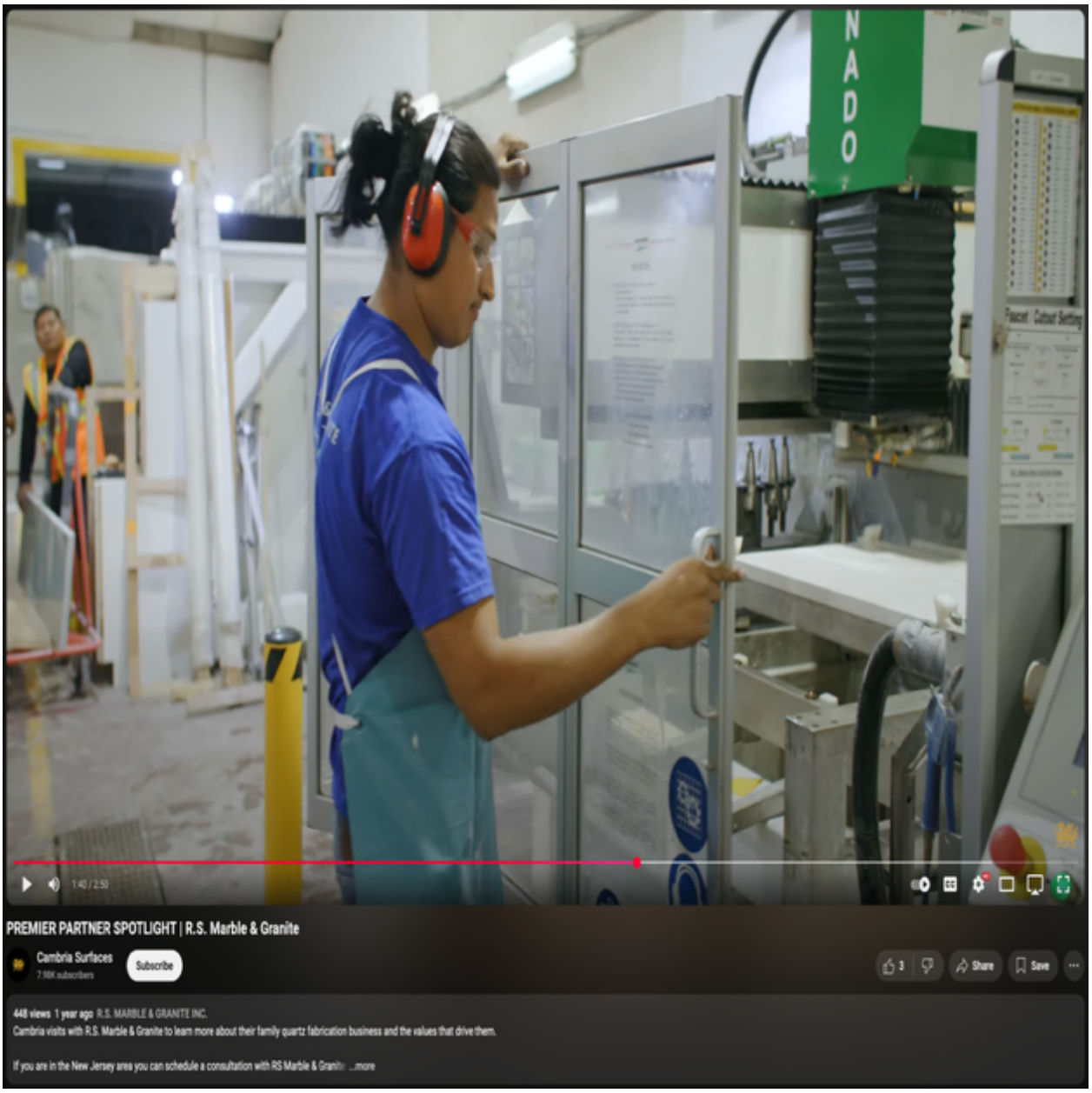
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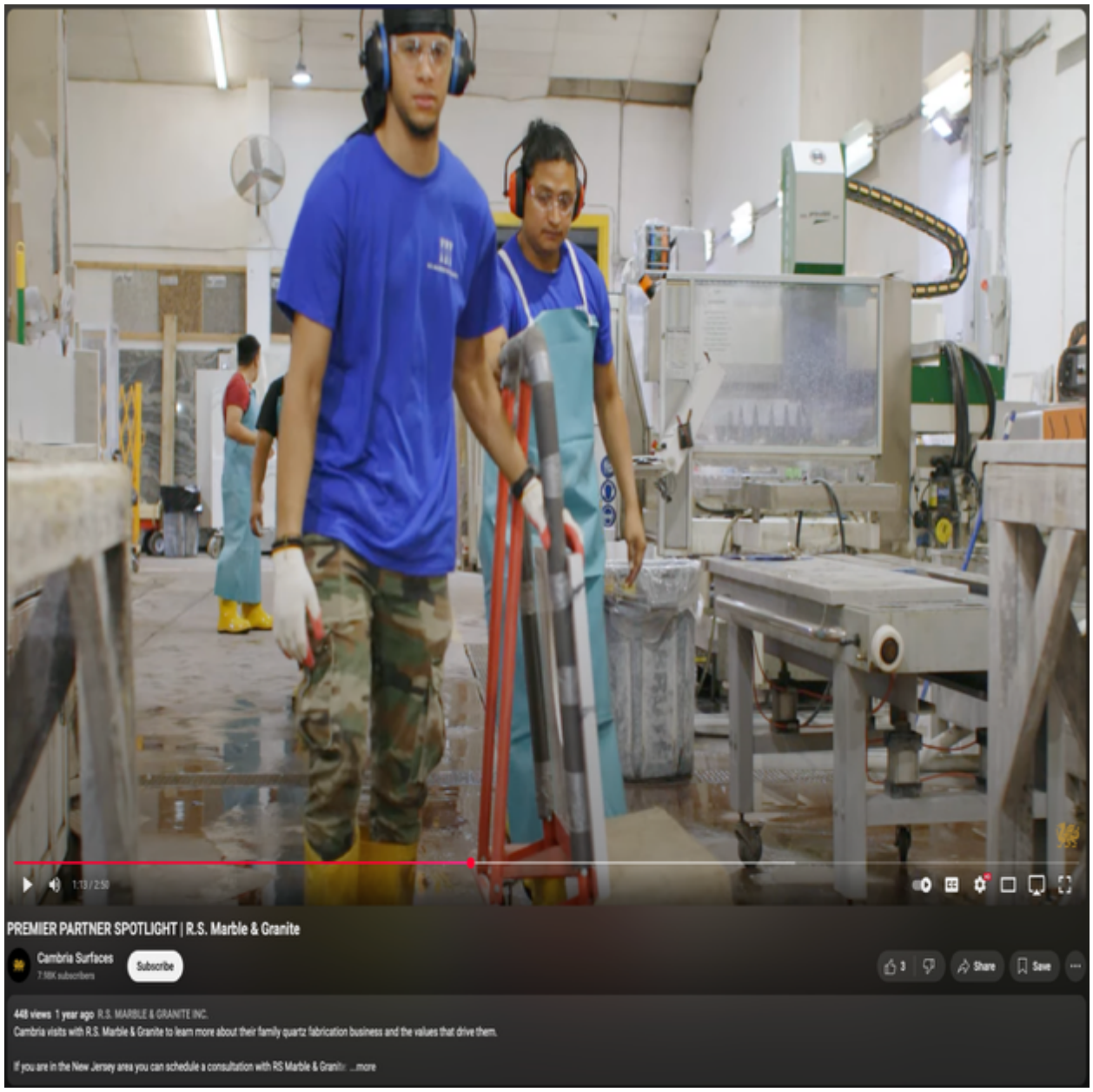
1:13 / 2:58
PREMIER PARTNER SPOTLIGHT | R.S. Marble & Granite
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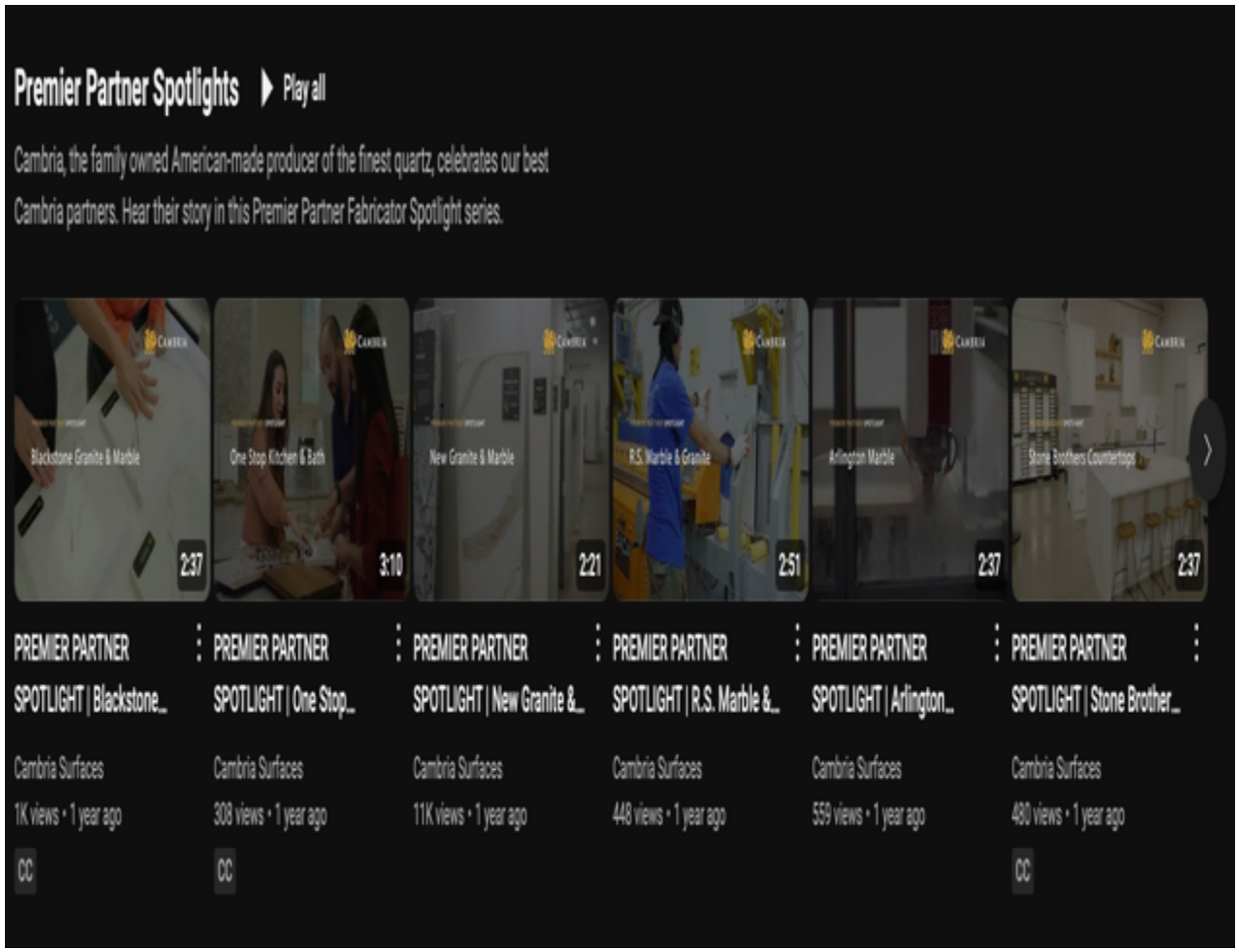
448 views 1 year ago R.S. MARBLE & GRANITE INC.
Cambria visits with R.S. Marble & Granite to learn more about their family quartz fabrication business and the values that drive them.
If you are in the New Jersey area you can schedule a consultation with RS Marble & Granit ...more

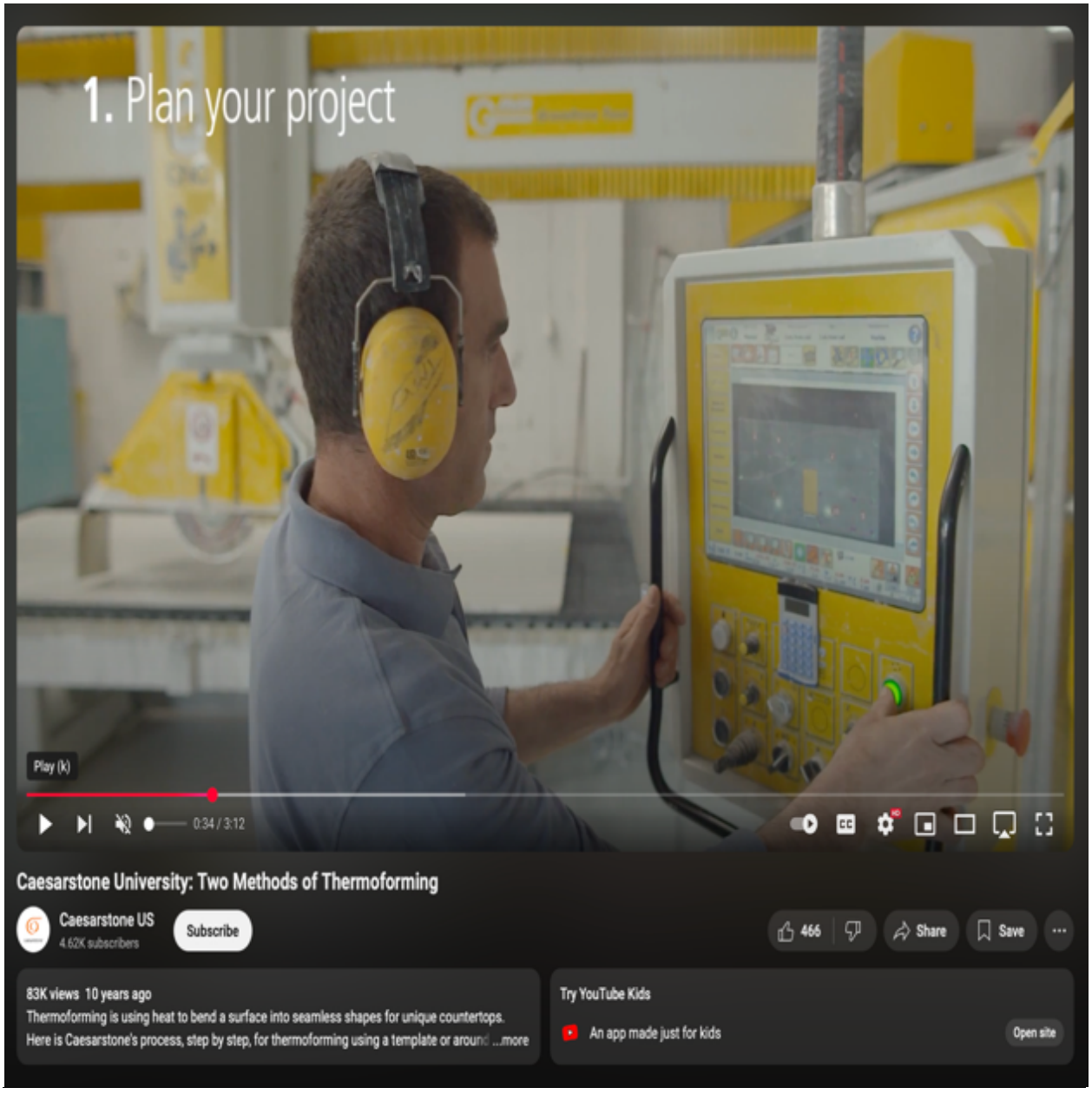
Below is a screenshot of the Cambria Surfaces YouTube page, which highlights their seven best Premier Partners from 2024, with a combined total of over 3,000 views. In these videos, most fabricators are shown working without controls and any personal protective equipment (PPE), especially respirators, and there is visible dust throughout the production floor. These publicly available promotional videos are still creating the impression that such controls are not necessary during routine fabrication.

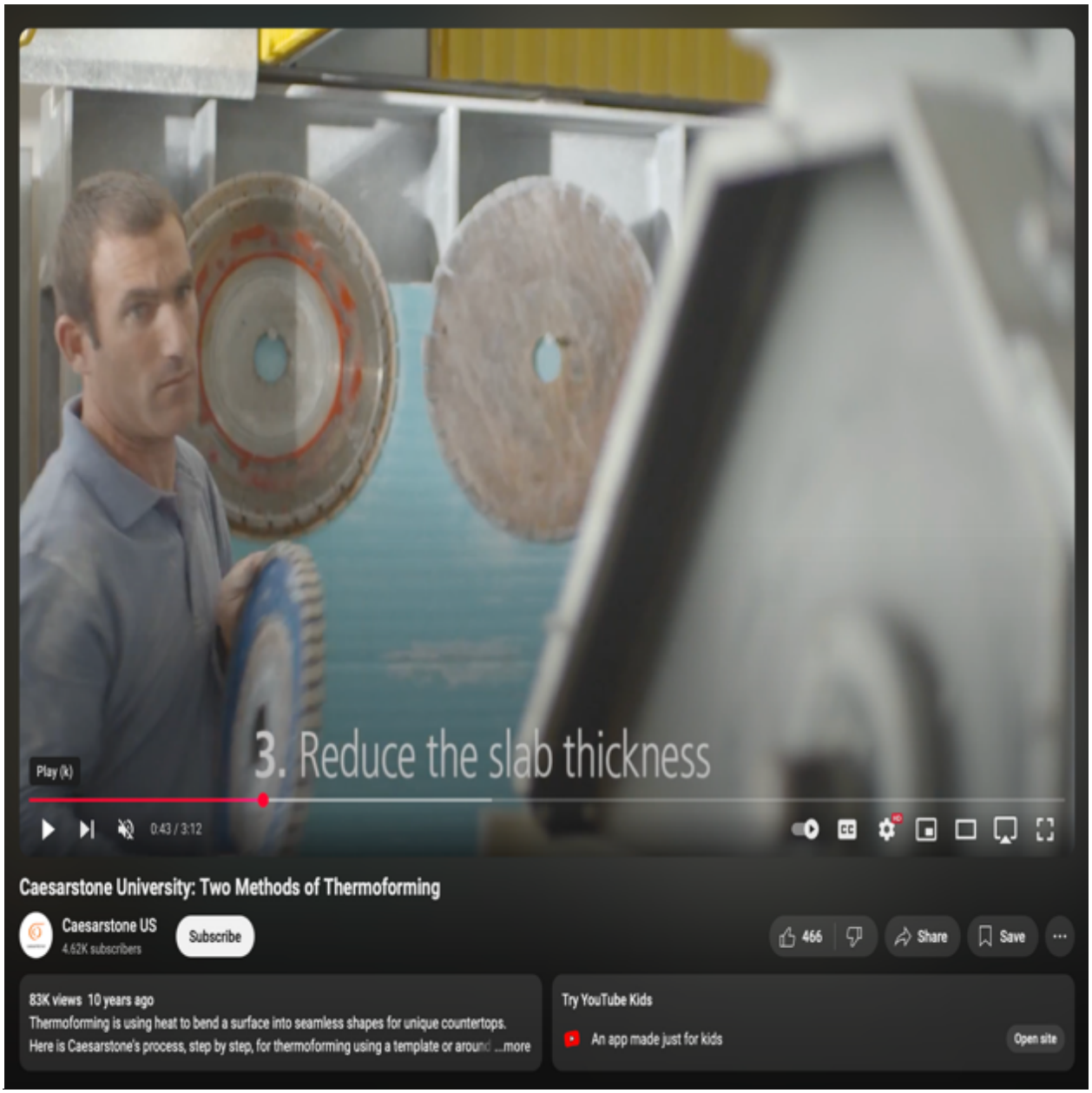
https://www.youtube.com/@CambriaSurfaces



Four screenshots posted by **Caesarstone** in a feature called “Caesarstone University” implicating the education of the proper way to fabricate Caesarstone. The video features an operator without a respirator and his exposure to dust is evident as it is clearly visible all over his shirt, hands, face, machinery and production floor while operating an automated wet saw.

https://www.youtube.com/watch?v=je3-CSw_W5c




3. Reduce the slab thickness
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0:43 / 3:12
Caesarstone University: Two Methods of Thermoforming
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Thermoforming is using heat to bend a surface into seamless shapes for unique countertops.
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Explore simpler, safer experiences for kids and families
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1:13 / 3:12
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Explore simpler, safer experiences for kids and families
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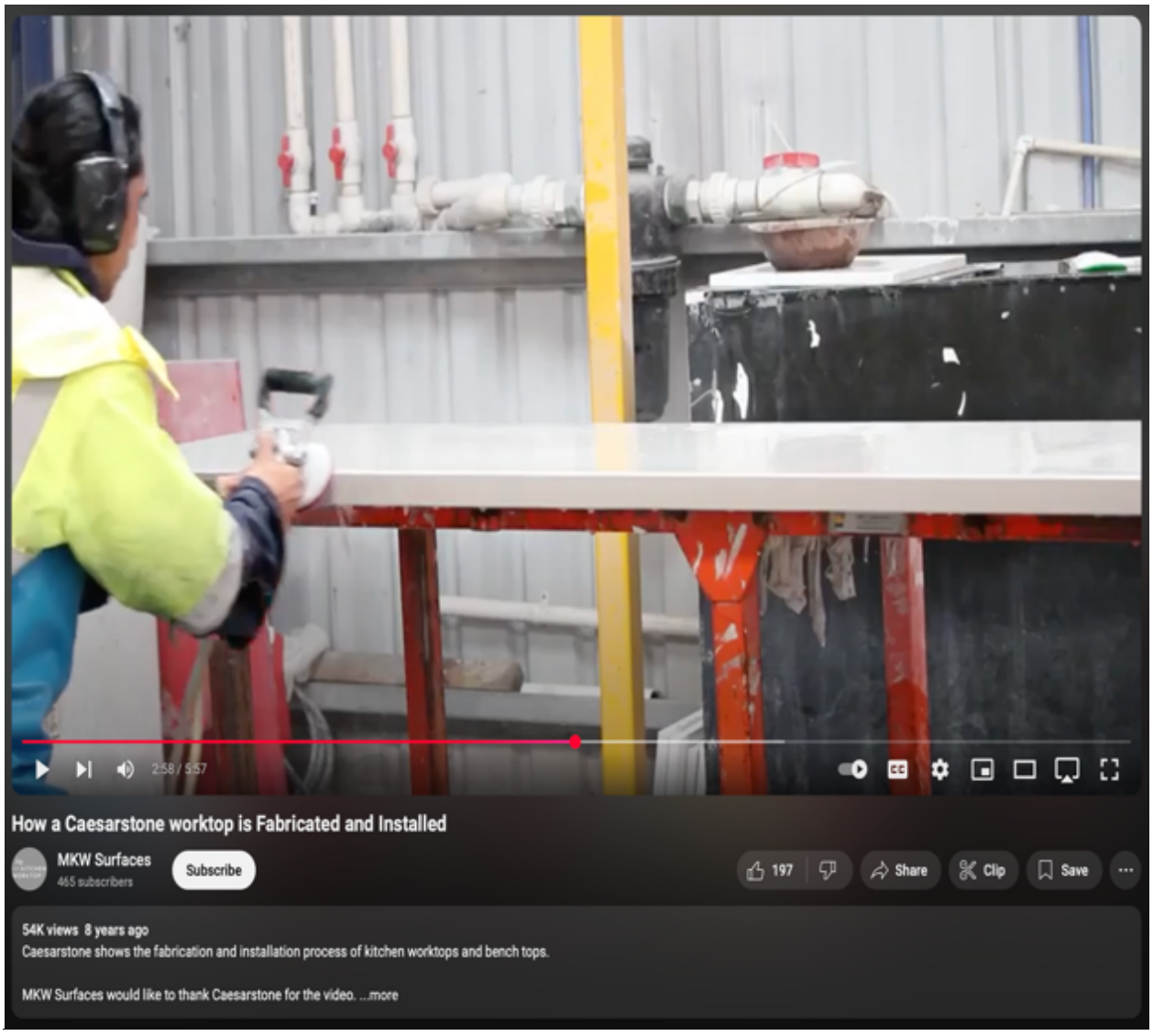
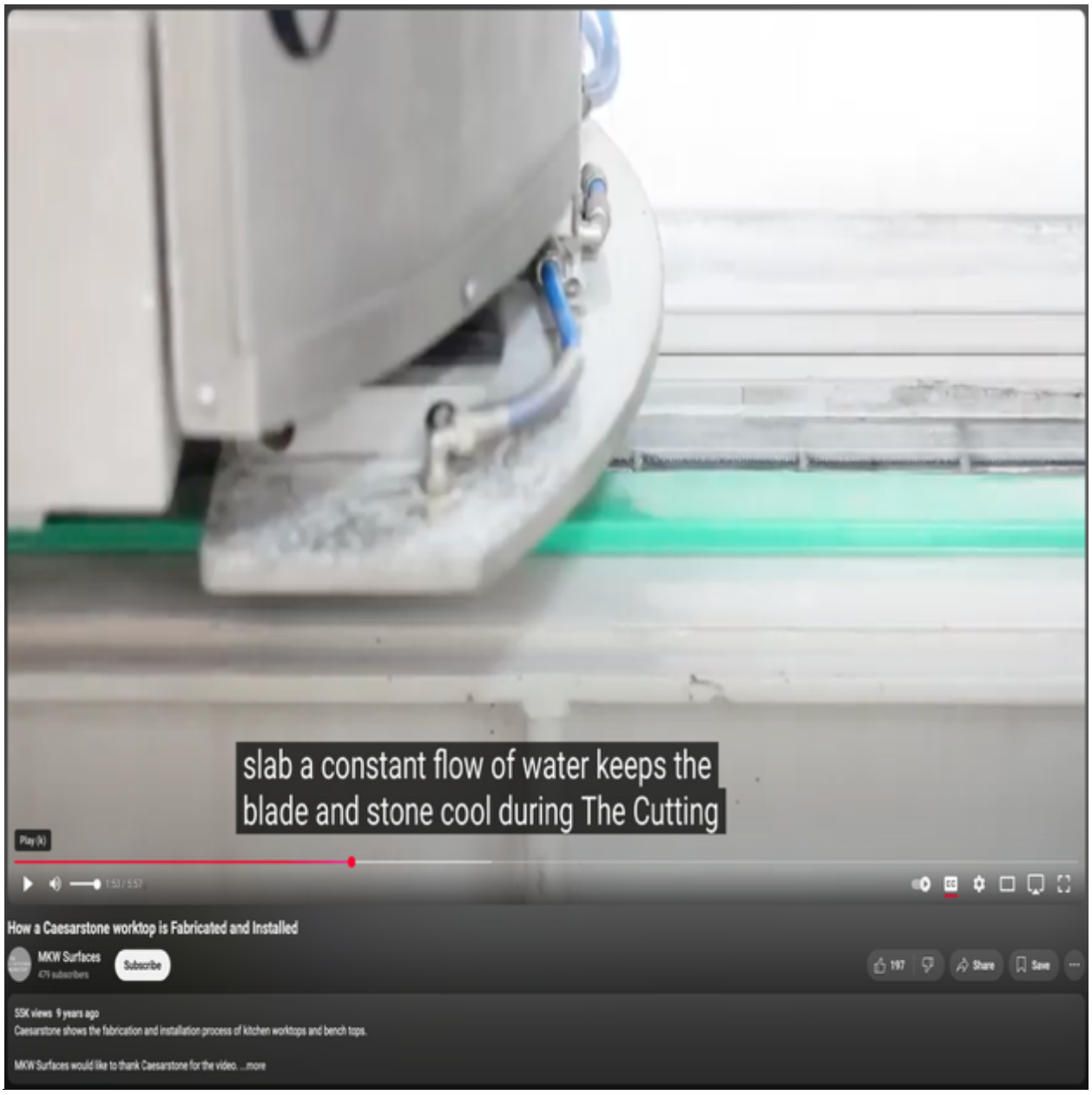
Two screenshots of a YouTube video posted by MKW Surfaces of a video made by **Caesarstone** titled “How a Caesarstone worktop is Fabricated and Installed.” The video features a fabricator without a respirator and 1 minute, 50 seconds into the video, the narrator says, “A constant flow of water keeps the blade and stone cool during the cutting process which is later recycled and reused.” This reiterates the fact that fabricators were told to use water to cool cutting diamonds and the material, but were not warned of the safety hazards and were not advised to use water to minimize respirable dust exposure.

https://www.youtube.com/watch?v=2X1x9QXf0mE




slab a constant flow of water keeps the
blade and stone cool during The Cutting
Play (k)
How a Caesarstone worktop is Fabricated and Installed
MKW Surfaces
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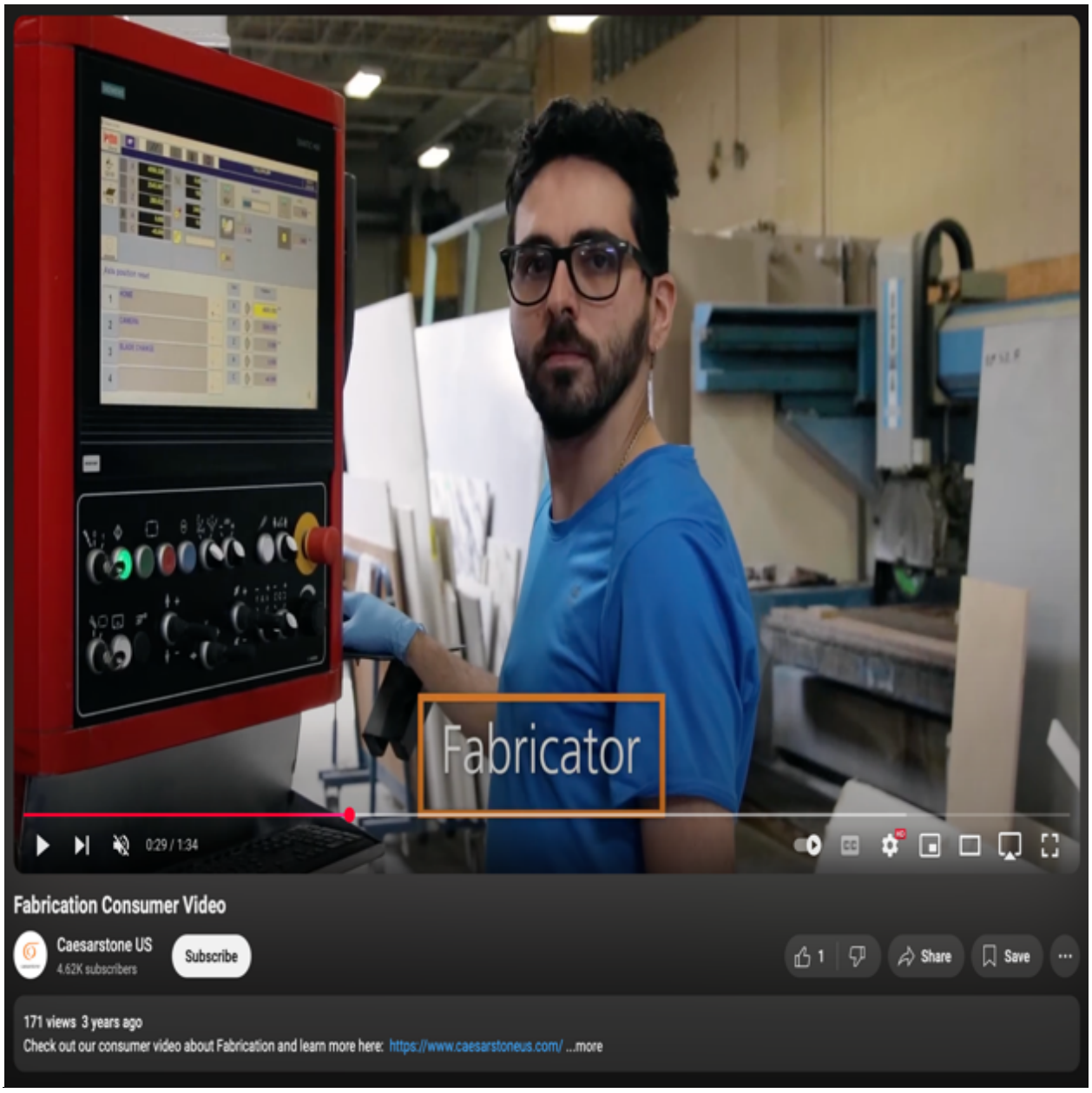
55K views 9 years ago
Caesarstone shows the fabrication and installation process of kitchen worktops and bench tops.
MKW Surfaces would like to thank Caesarstone for the video. ...more

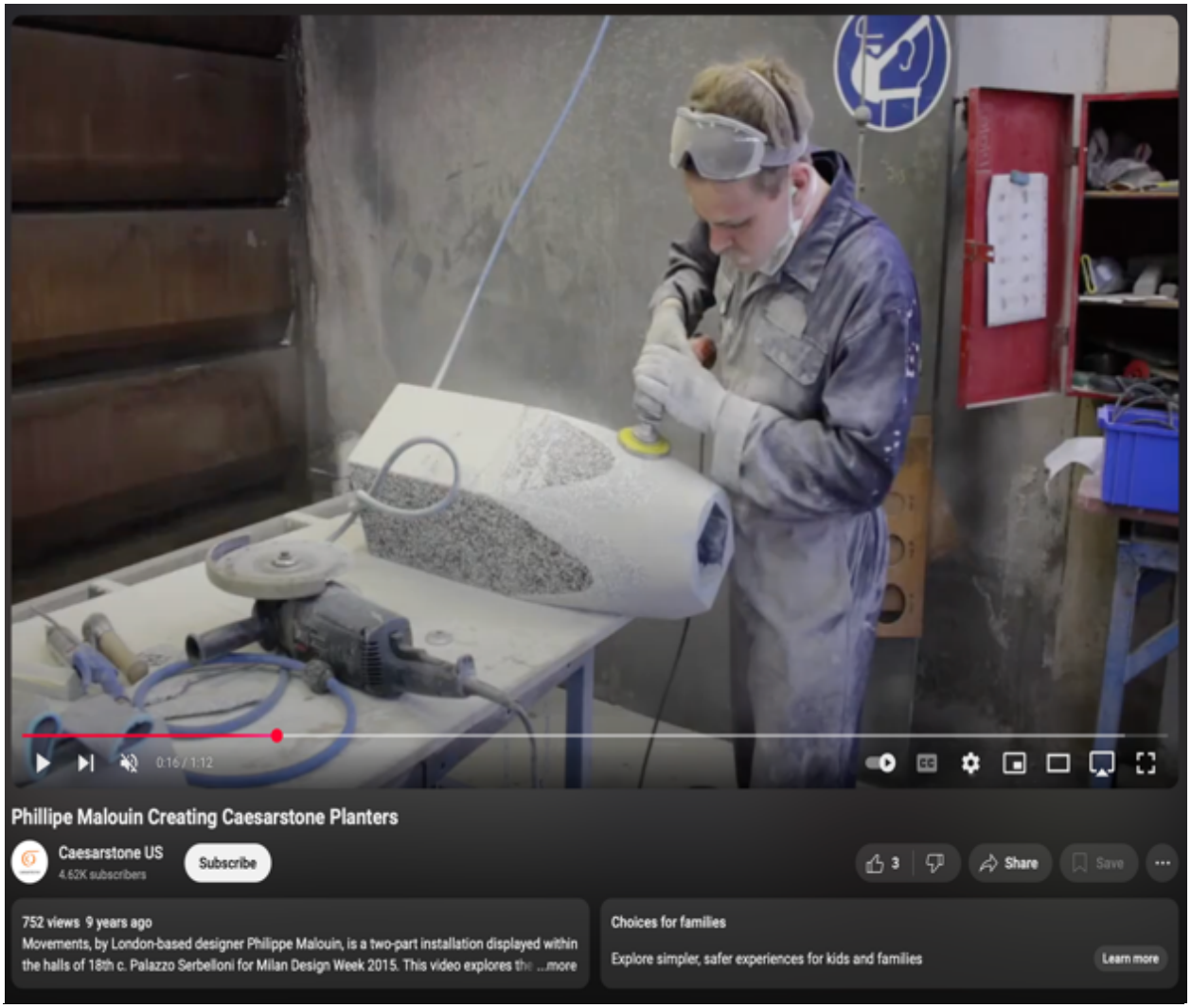
Screenshot of YouTube video posted by **Caesarstone** in 2022, after the risks of silica became public, of a sawjet operator not wearing a respirator.

https://www.youtube.com/watch?v=hsyL_Ay294o



Two screenshots of YouTube video posted by **Caesarstone** displaying a fabricator, not wearing a respirator while grinding dry, with an excessive amount of dust visible all over his whole body, including his nose and mouth. He is standing next to a dust booth collector, but it is quite apparent that a significant amount of the dust being created is not being extracted by the dust collector as it is all over the fabricators body and his workspace, making the control inefficient. In the second photograph, the fabricator is using an air gun to blow dust off the part, practices expressly prohibited by OSHA, NIOSH, and NSI because it disperses respirable crystalline silica into the air and significantly increases worker exposure.

https://www.youtube.com/watch?v=j0jSnUsUnyI

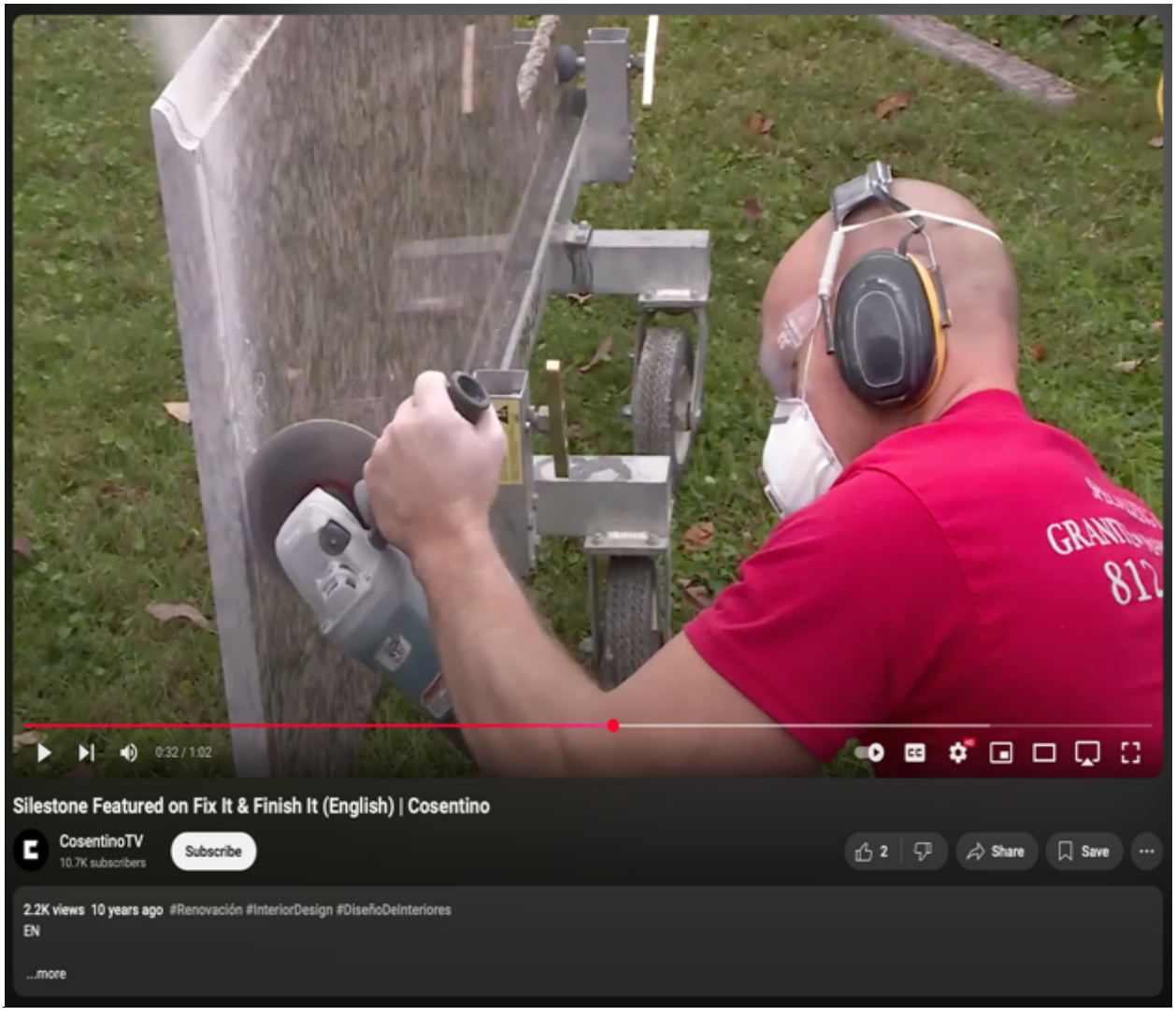


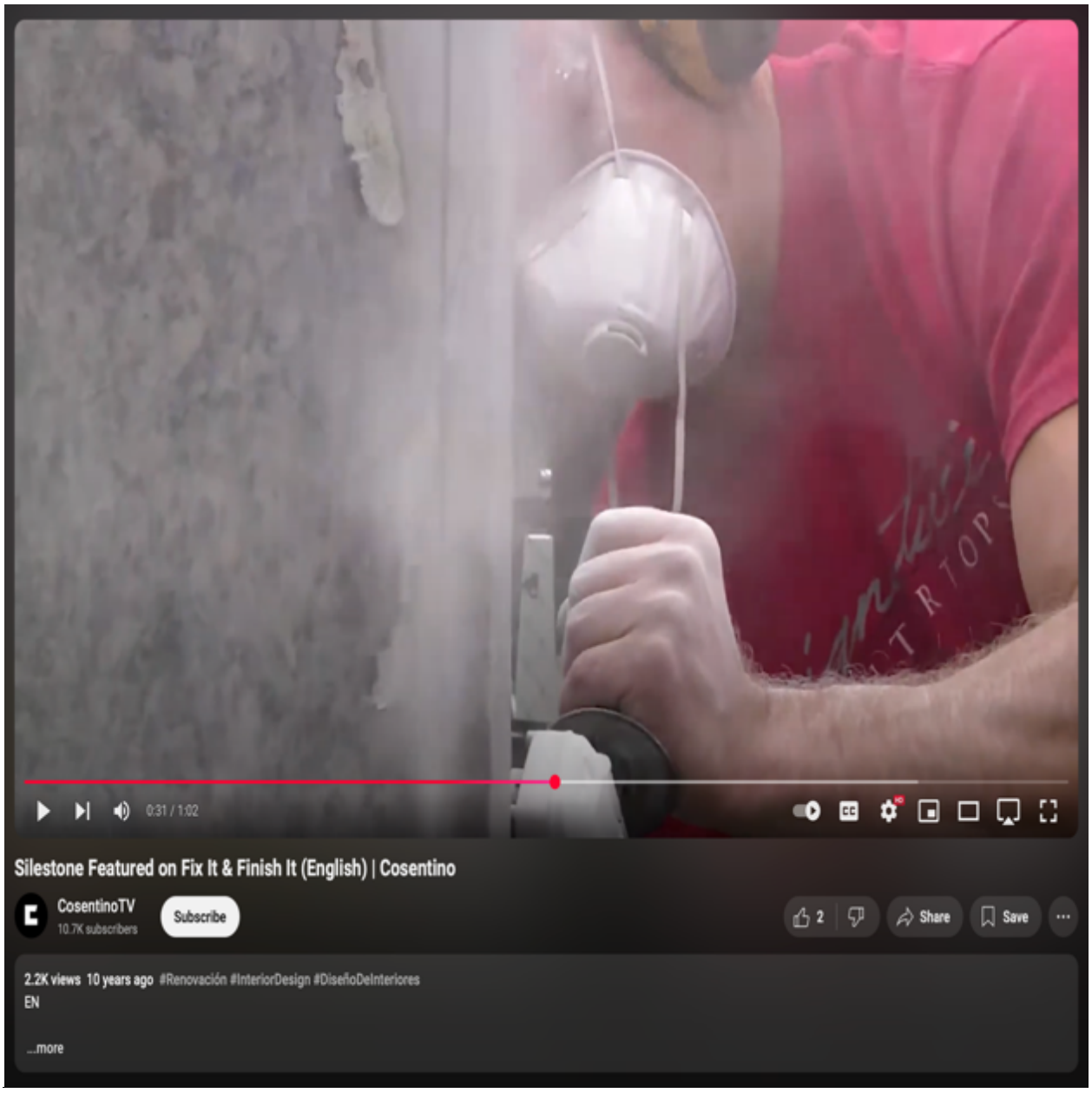


Caesarstone's Silica safety videos were not available to the public until after 2020, at which point the public awareness of the dangers of Silica began. Prior to that, only marketing videos existed.

Three screenshots of a YouTube video posted by **Cosentino** displaying an installer cutting a piece of artificial stone completely dry without any dust control. The vast amount of respirable dust releasing from the part is apparent. He is wearing a disposable mask as his sole control. As shown in the second image, the mask is not properly fitted, with the lower straps hanging loose rather than secured, demonstrating a common and well-recognized human failure associated with reliance on respiratory protection. This improper use displays the limitations of masks in real-world settings and illustrates why OSHA does not recognize respiratory protection as an acceptable primary control for respirable crystalline silica exposures.

https://www.youtube.com/watch?v=6lvGi2NT2G0

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Silestone Featured on Fix It & Finish It (English) | Cosentino
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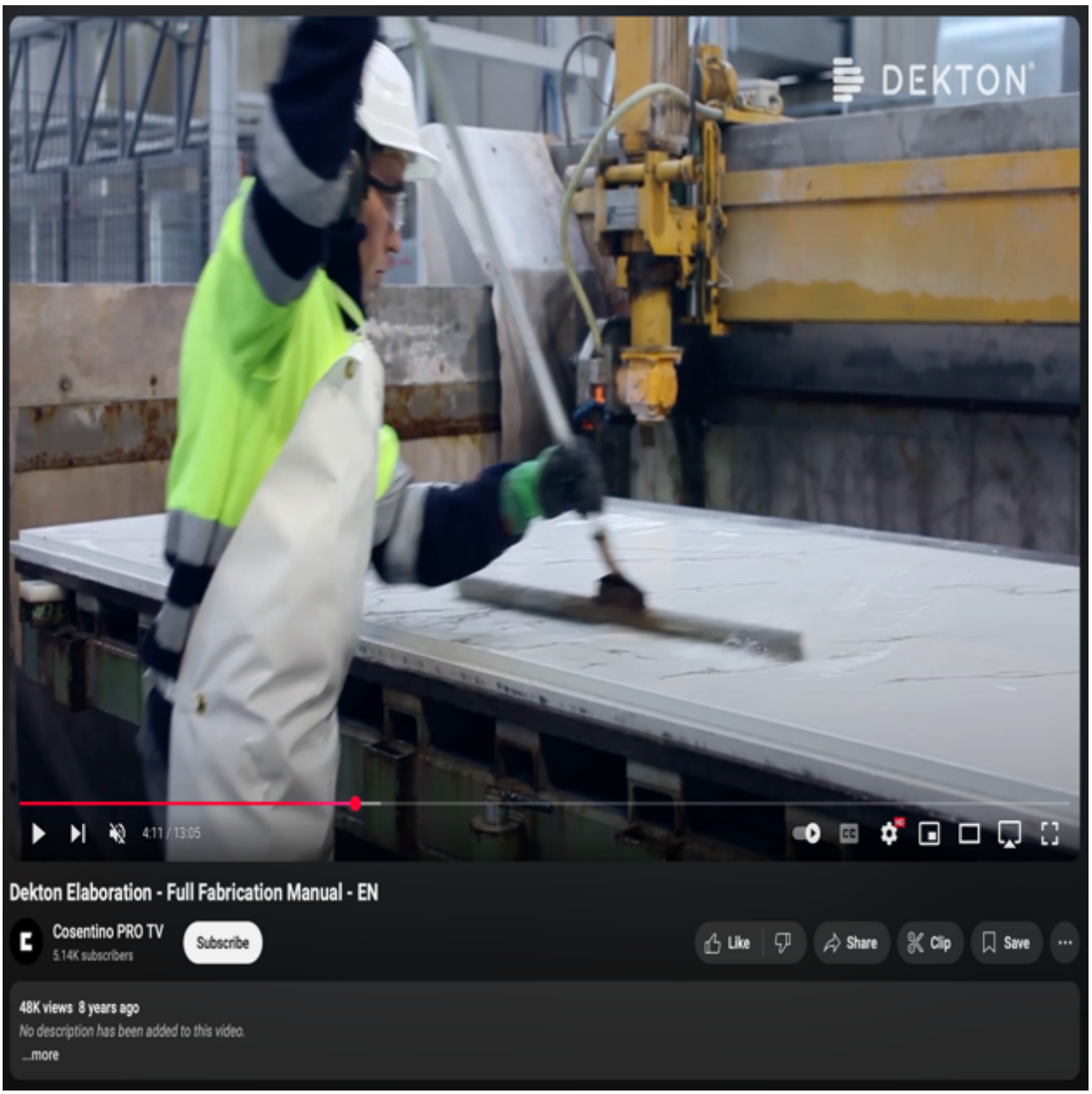
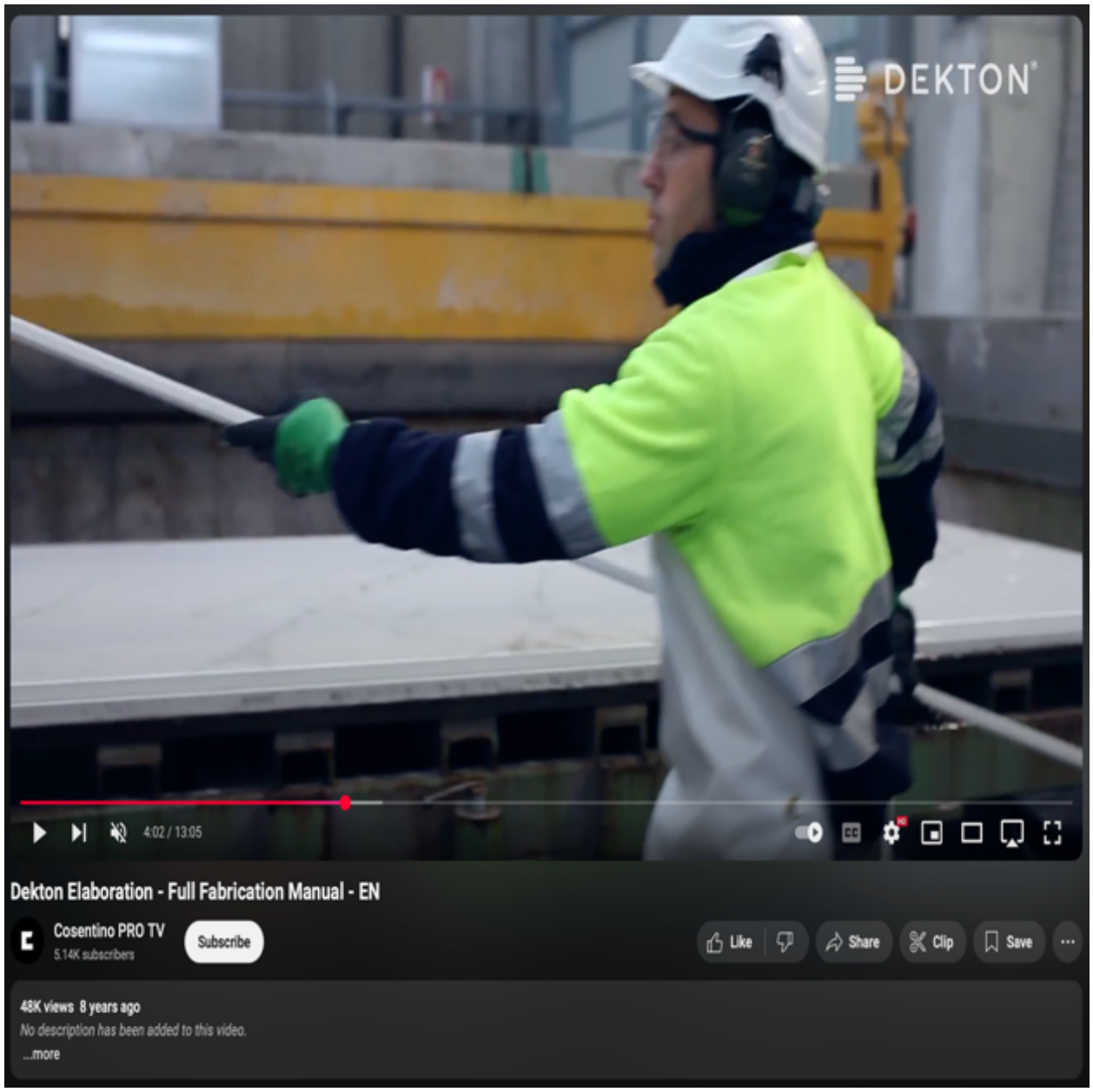
Four screenshots from a YouTube video posted by **Cosentino** displaying their saw operator without a respirator, even while drilling in close proximity to the piece.

https://www.youtube.com/watch?v=Y7632KyO_pU




DEKTON
4:02 / 13:05
Dekton Elaboration - Full Fabrication Manual - EN
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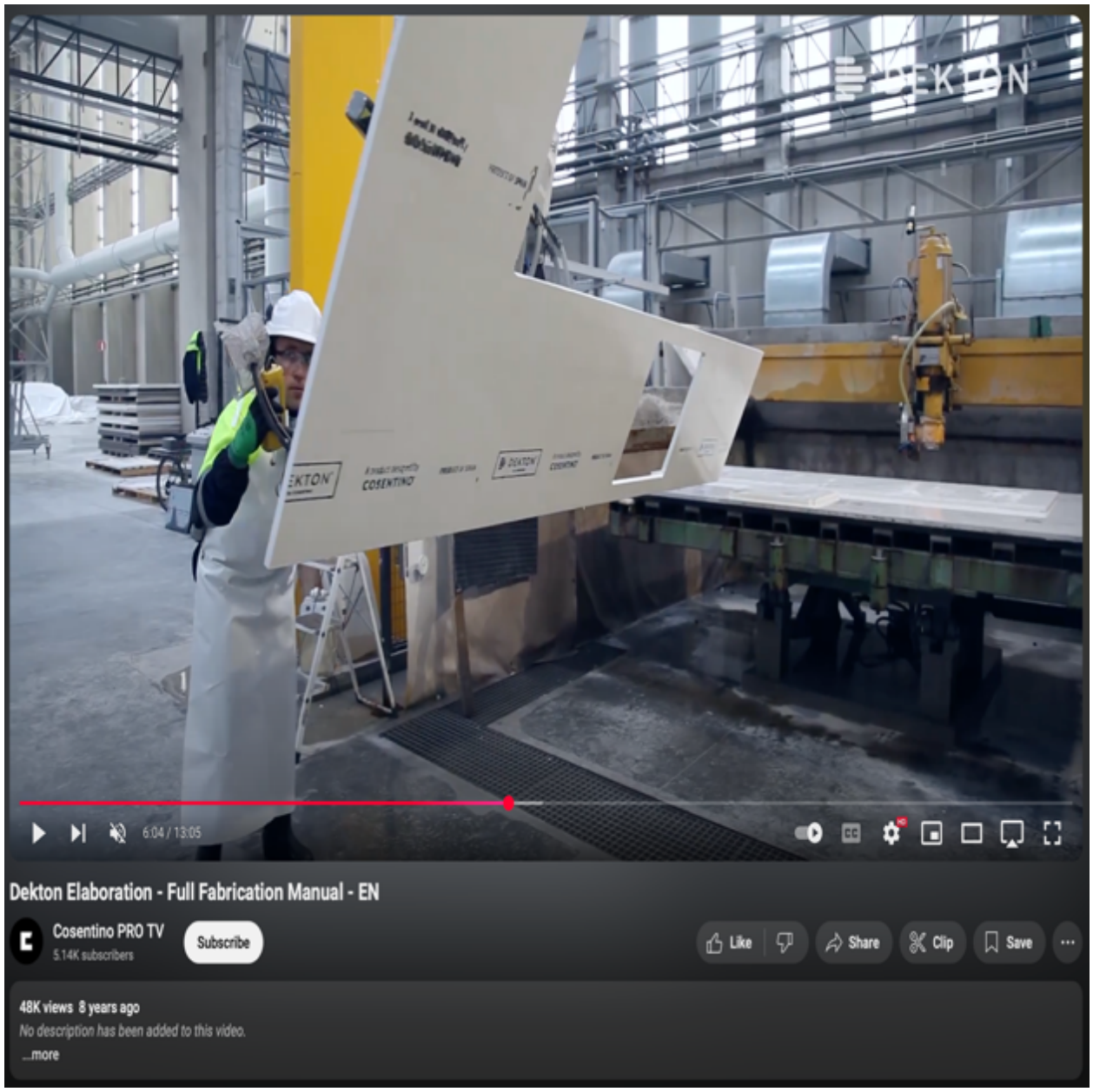
DEKTON
6:04 / 13:05
Dekton Elaboration - Full Fabrication Manual - EN
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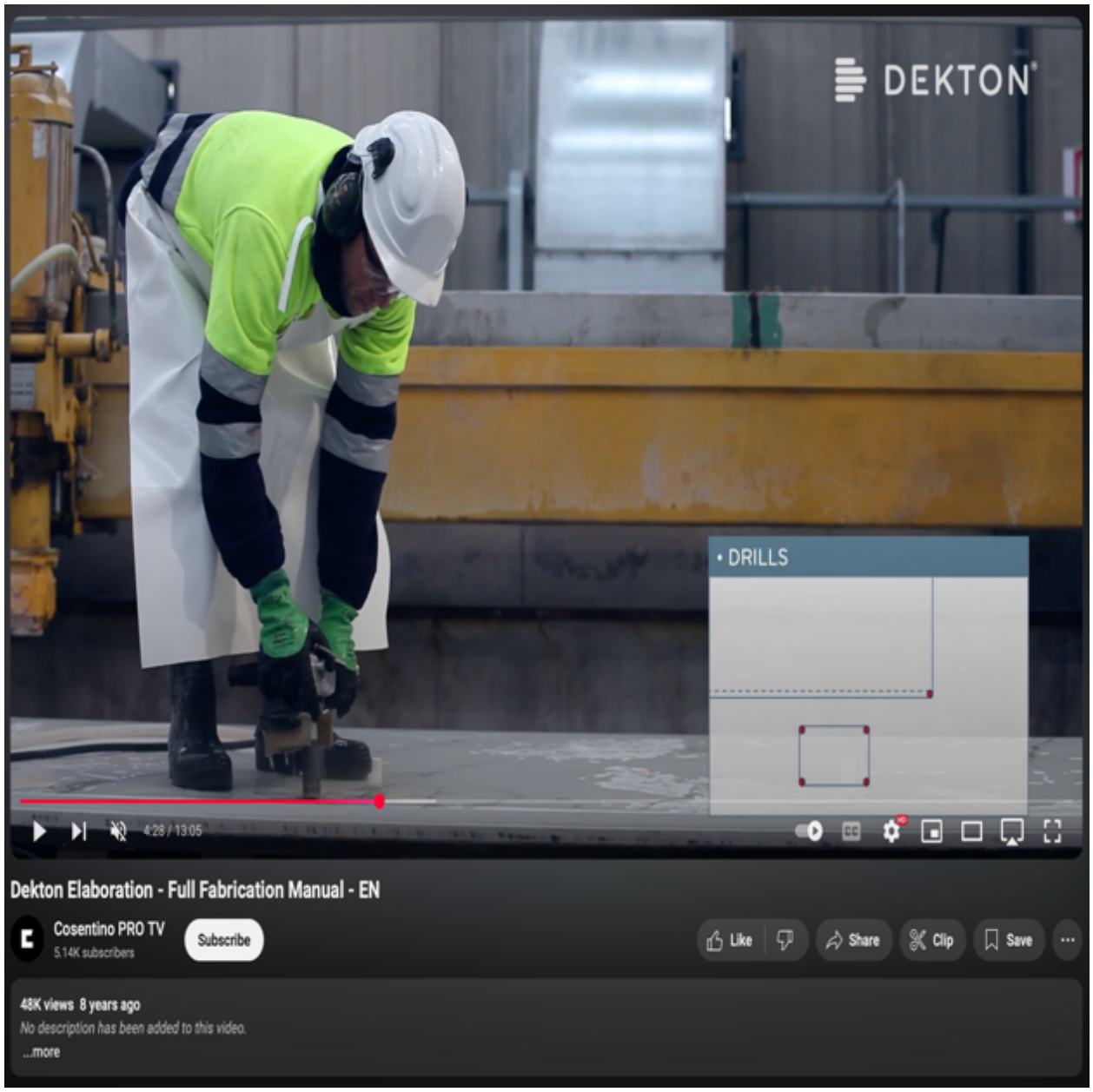
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• DRILLS
4:28 / 13:05
Dekton Elaboration - Full Fabrication Manual - EN
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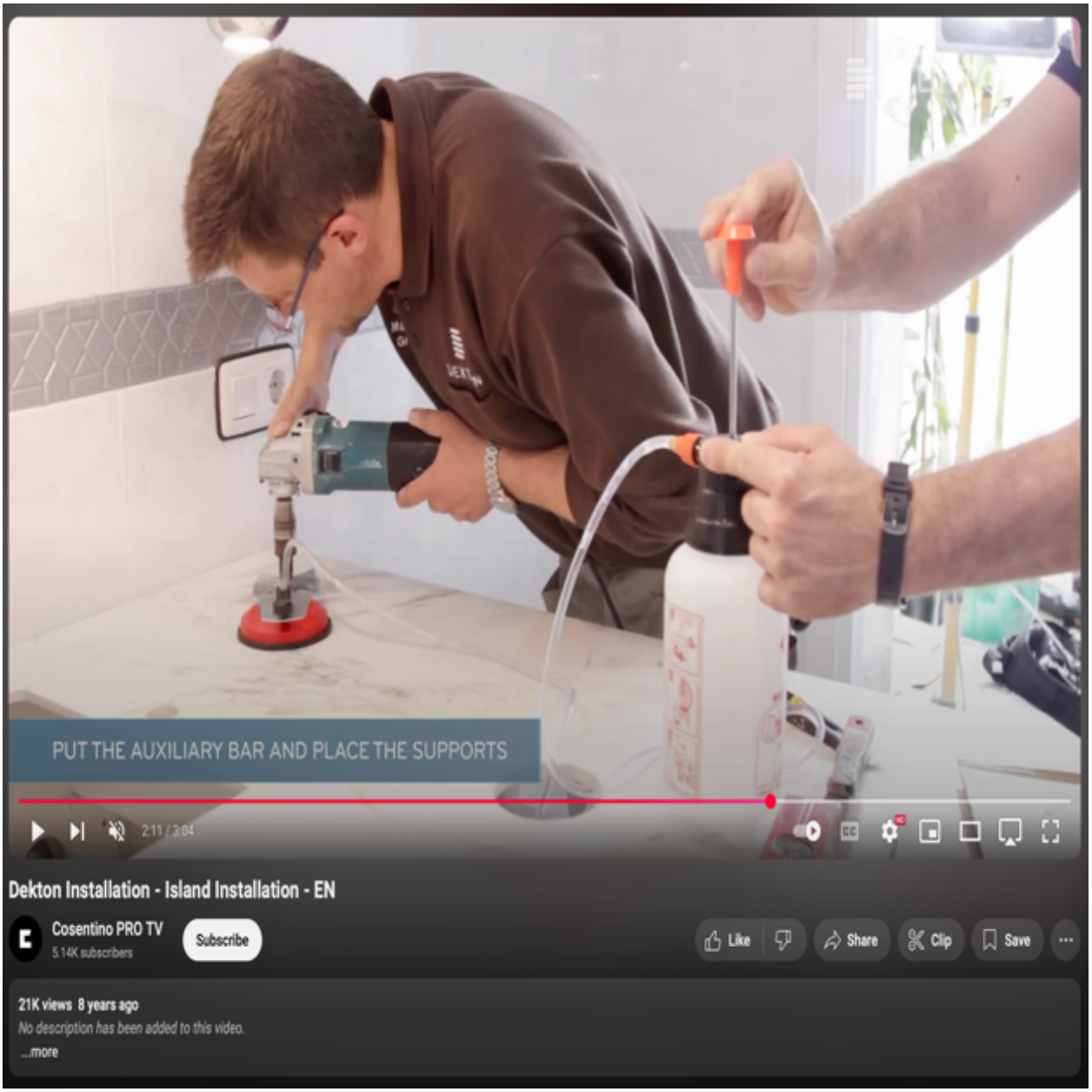
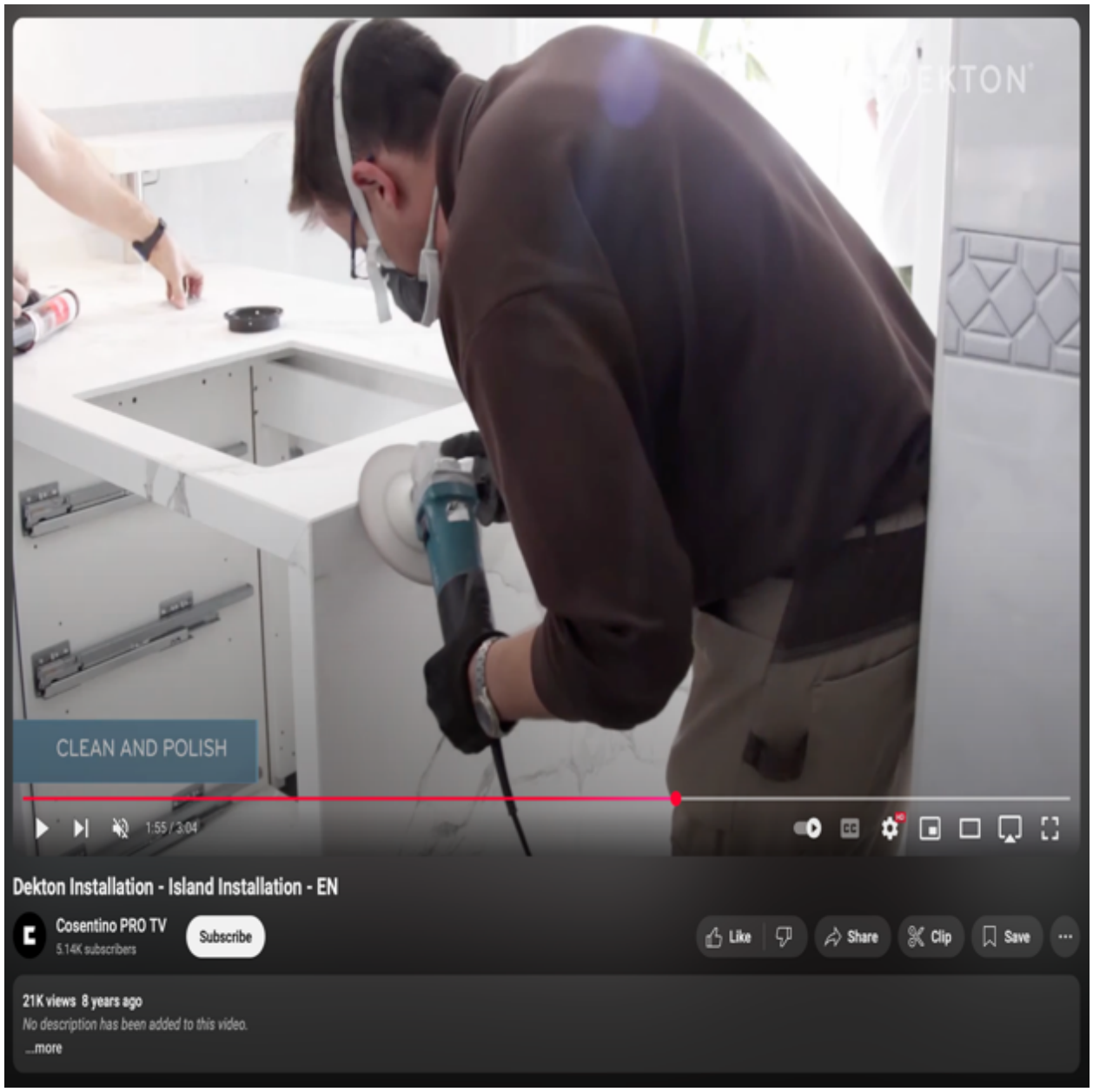
Two screenshots from a YouTube video posted by **Cosentino** displaying an installer only wearing a respirator when grinding dry, and not wearing one when cutting wet, contributing to the common misconception that wet fabrication alone is sufficient protection or a using a respirator when dry grinding against respirable crystalline silica (RCS).

https://www.youtube.com/watch?v=ZmYolmQ2YL0




DEKTON
CLEAN AND POLISH
1:55 / 3:04
Dekton Installation - Island Installation - EN
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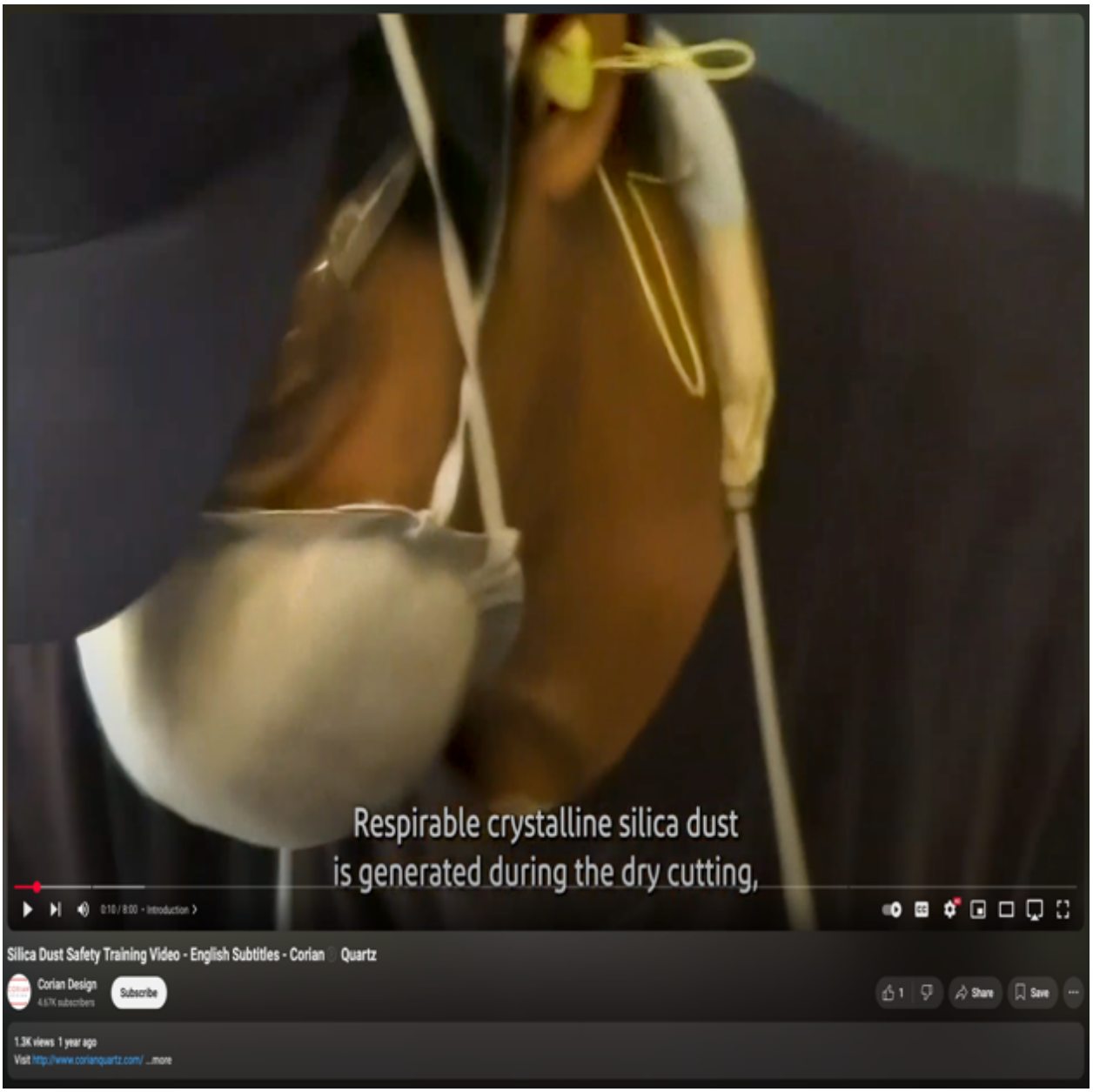
DuPont's Silica Dust Safety Training Video presents guidance that is inconsistent and potentially confusing. Based on my more than 25 years of experience in the stone fabrication industry, I found it difficult to discern from the video which practices DuPont considers safe versus unsafe. The video initially states that respirable crystalline silica (RCS) is generated during dry cutting (Fig. T) and that use of a respirator is "advised" (Fig. U). It then states that wet cutting is the only safe method, asserting that it "eliminates respirable silica dust" (Fig. W).

The video further states, "we have described the various engineering controls that can be implemented by a shop to eliminate the production of respirable crystalline silica" (Fig. V), which implies that fabrication of DuPont's artificial stone products can occur without generating RCS. However, the video subsequently introduces measures intended to reduce RCS during dry cutting operations, including the use of a HEPA vacuum (Fig. X) and a ventilation dust booth (Fig. Y). Presenting control measures for dry cutting after previously stating that "dry cutting, grinding, and sweeping must be eliminated" (Fig. Z) is contradictory and misleading. Rather than clearly stating that any dry cutting of artificial stone presents a significant health hazard, the video appears to attempt to address both wet and dry fabrication practices simultaneously, without clearly distinguishing that dry cutting is inherently dangerous.

During my years working with DuPont's artificial stone products, my interactions with representatives were limited to sales-related visits, such as the delivery of samples and marketing materials. I was not provided education or training regarding silica hazards or the health risks associated with cutting, grinding, or polishing their products. As with other artificial stone manufacturers, DuPont devoted substantial resources to product promotion while failing to provide adequate warnings, training, or safety education regarding respirable crystalline silica exposure.

https://www.youtube.com/watch?v=dAIb0hOYcZs

Figure T:


Respirable crystalline silica dust
is generated during the dry cutting,
Silica Dust Safety Training Video - English Subtitles - Corian Quartz
Corian Design
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1.3K views 1 year ago

Figure U:

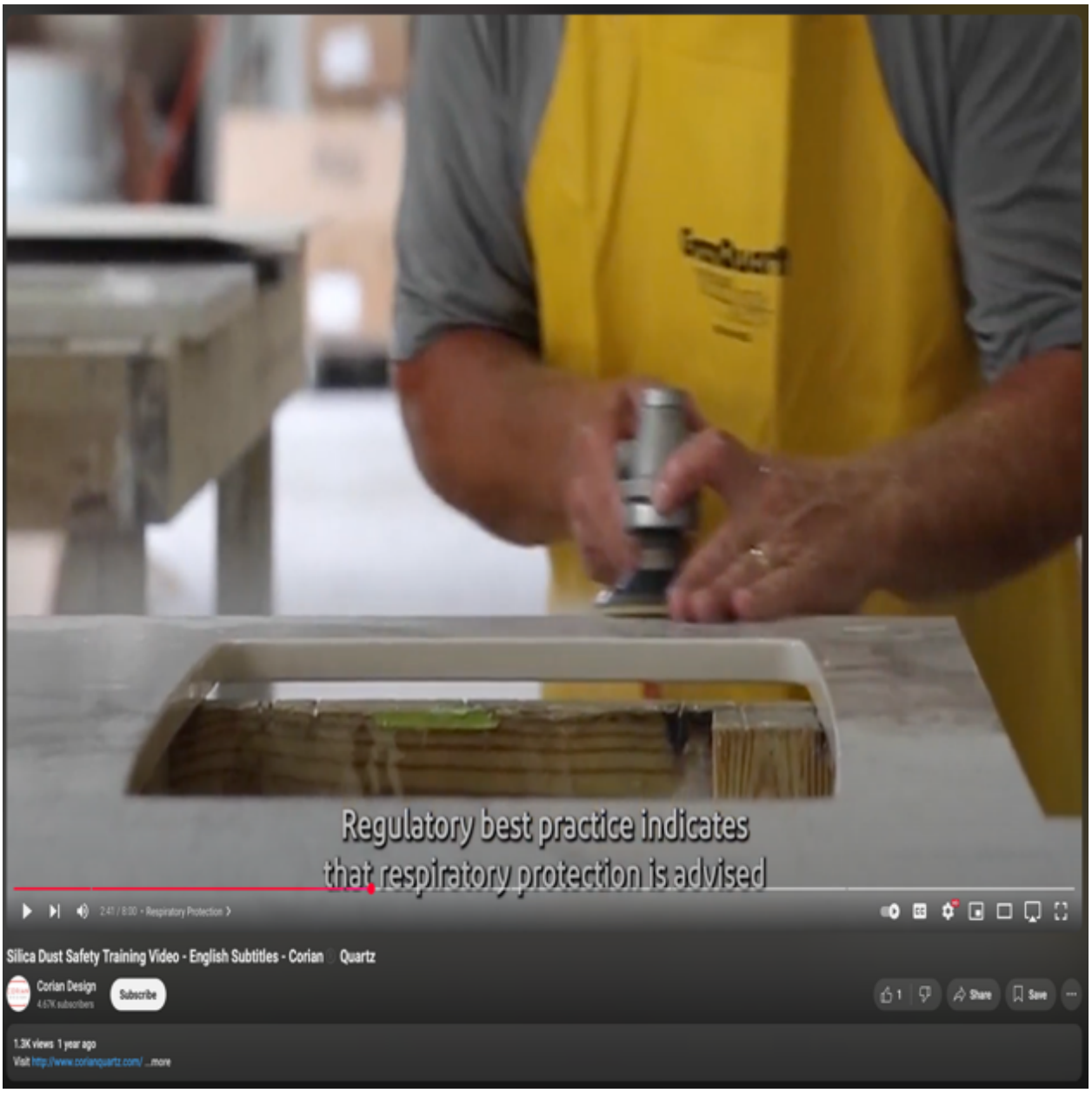
Regulatory best practice indicates
that respiratory protection is advised
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Figure V:

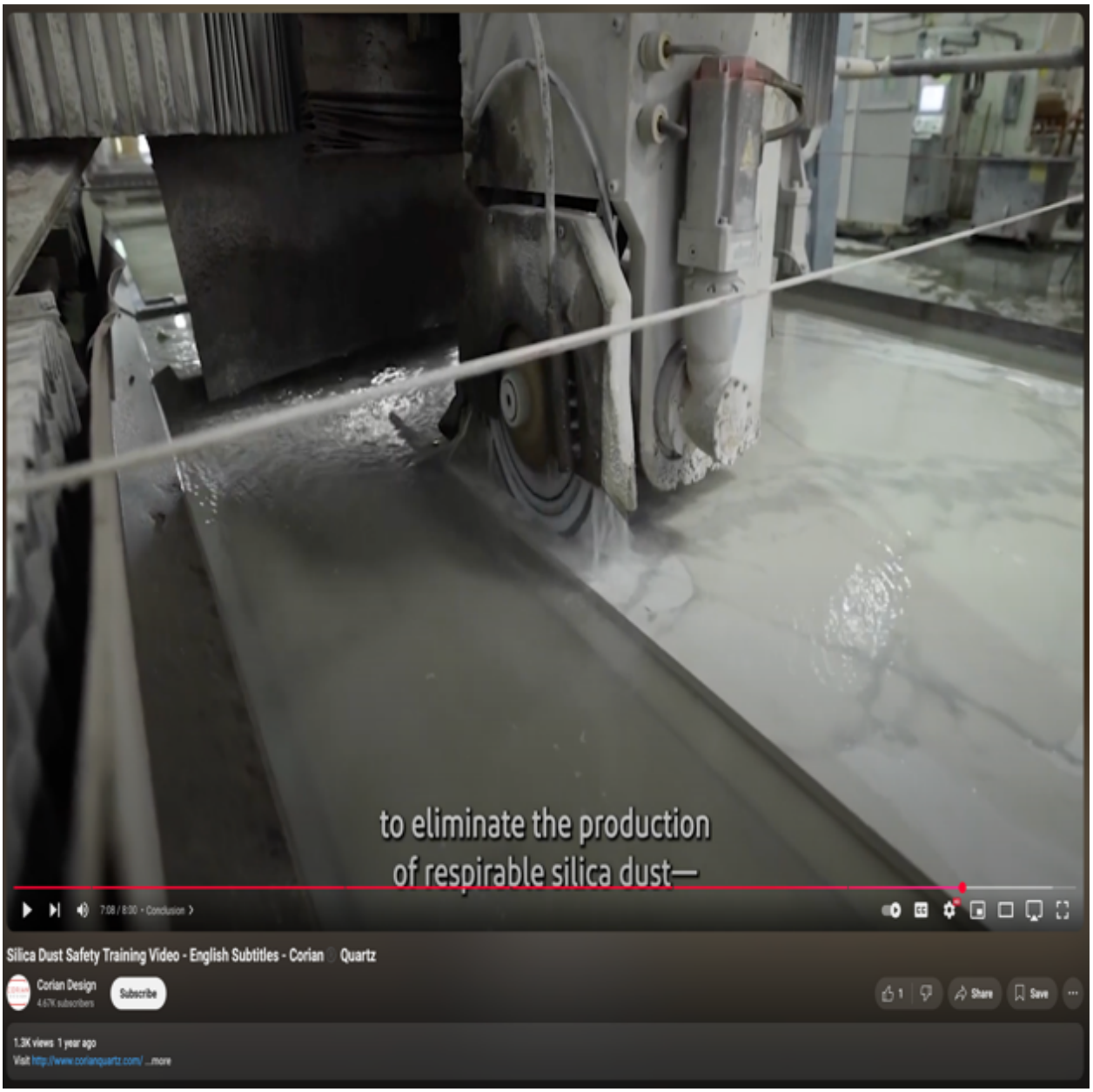
to eliminate the production
of respirable silica dust—
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Figure W:


to work with the product without creating
respirable crystalline silica dust,
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Figure X:


such as a handheld vacuum
fitted with a HEPA filter.
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Figure Y:


A second type of engineering control
is the use of ventilation
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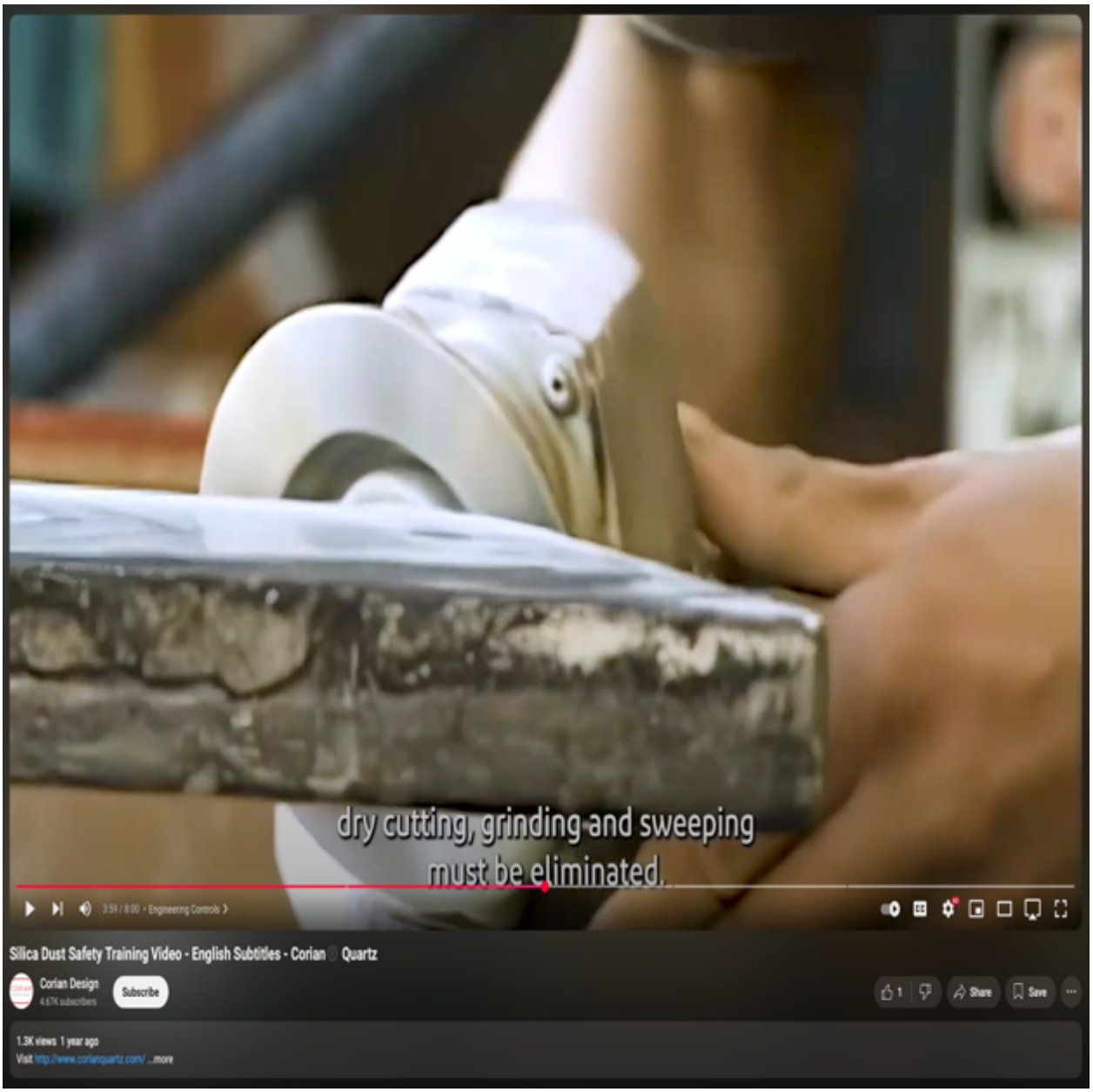
Figure Z:


dry cutting, grinding and sweeping
must be eliminated.
Silica Dust Safety Training Video - English Subtitles - Corian Quartz
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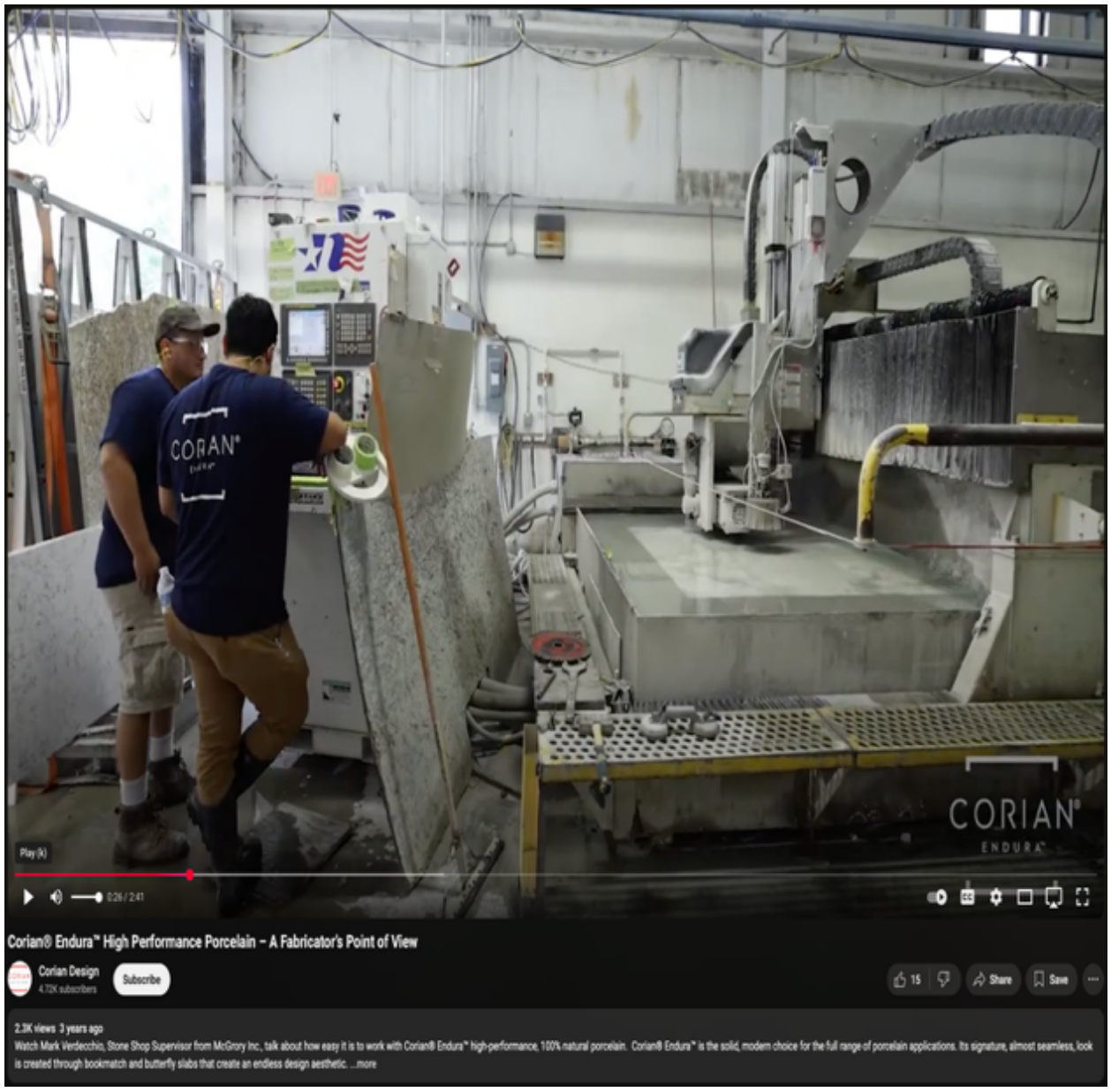
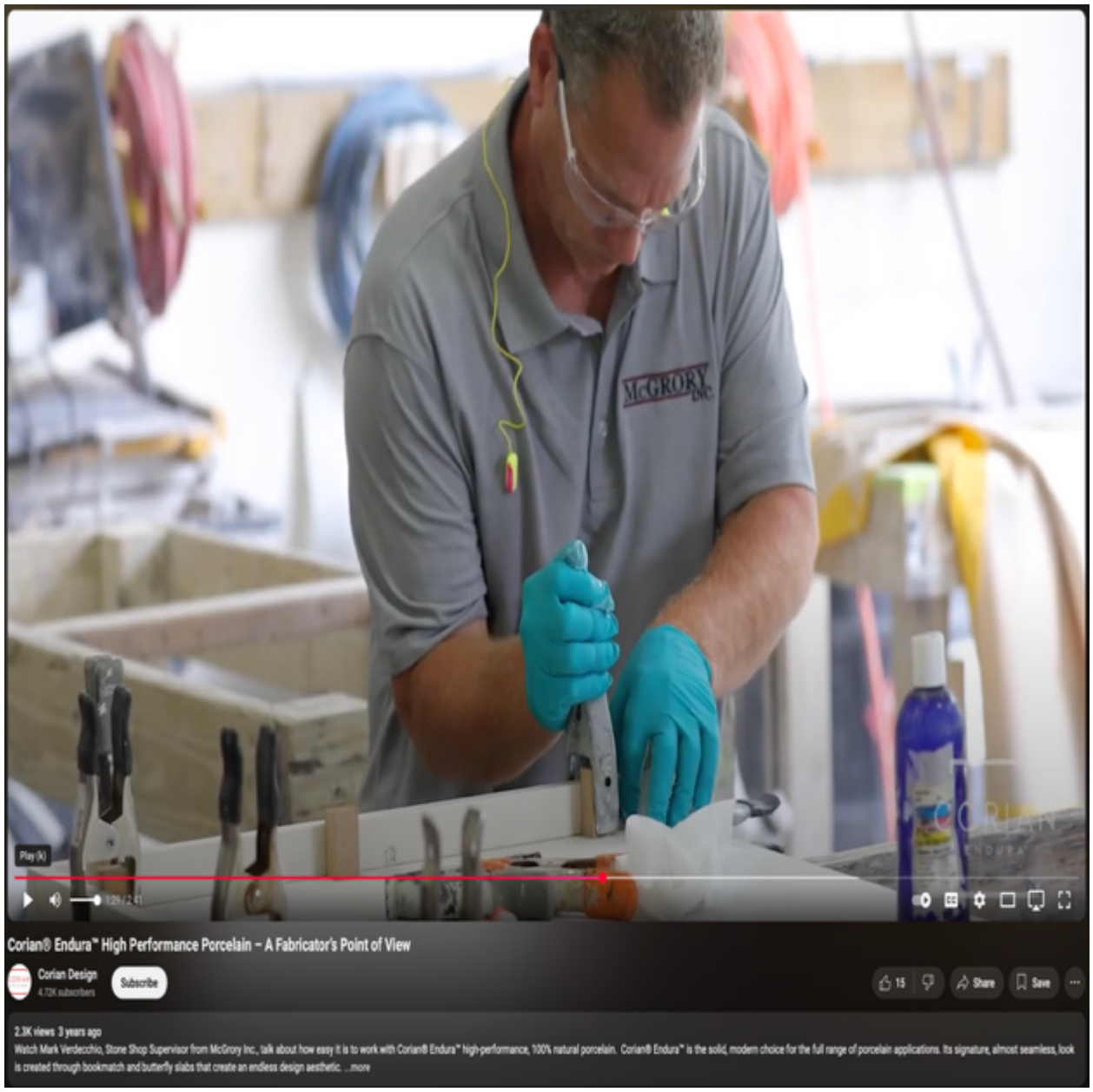
Five screenshots of McGory Inc., posted by **DuPont** on their YouTube channel. In these images, machine operators and fabricators are seen working without proper personal protective equipment particularly respirators in an environment with poor housekeeping standards. The videos also review the necessary equipment and reference a fabrication and installation manual, yet at no point do they address health and safety considerations.

https://www.youtube.com/watch?v=1goagbLG33I

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Corian® Endura™ High Performance Porcelain – A Fabricator's Point of View
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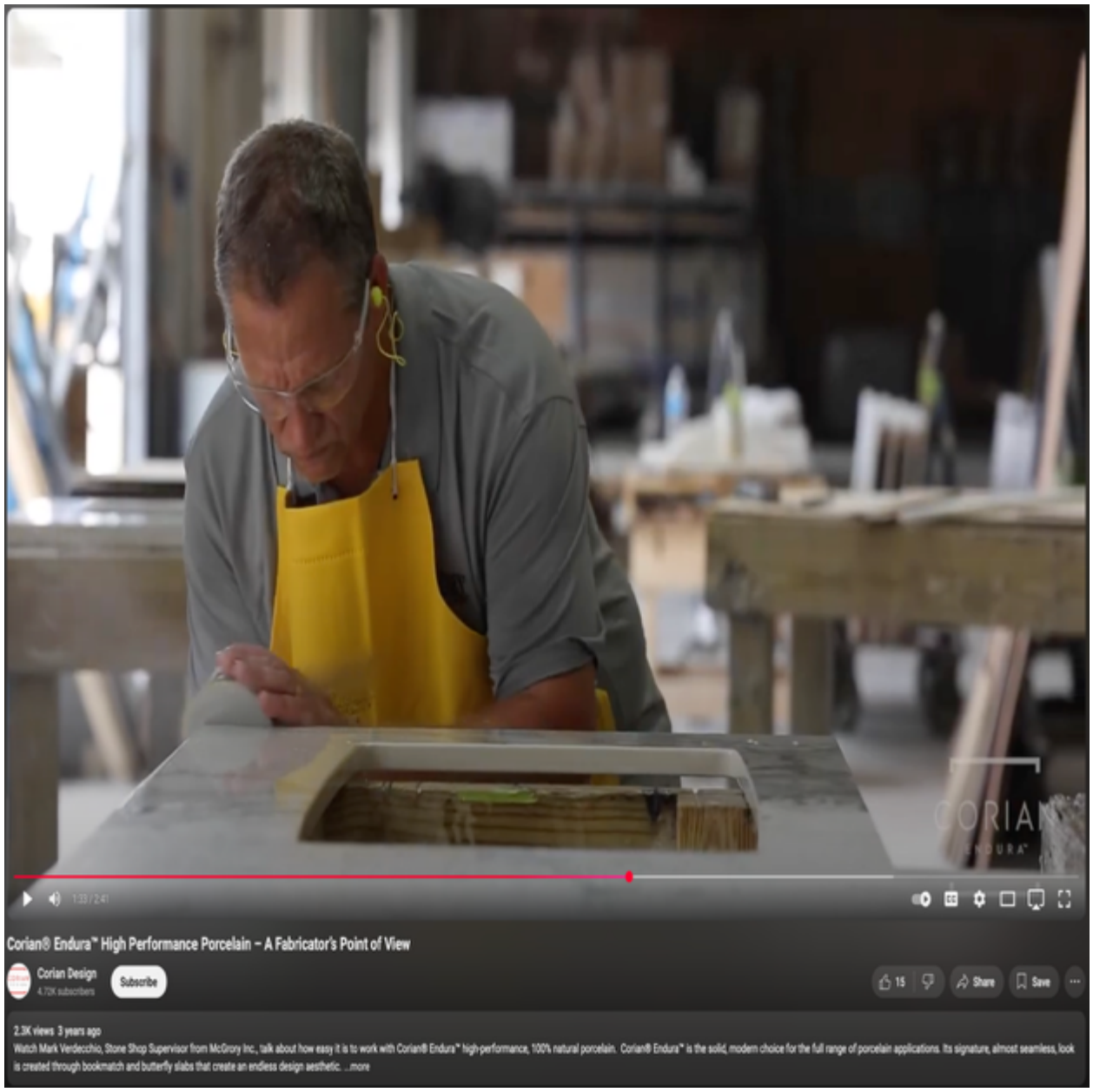
Watch Mark Verdecchio, Stone Shop Supervisor from McGrory Inc., talk about how easy it is to work with Corian® Endura™ high-performance, 100% natural porcelain. Corian® Endura™ is the solid, modern choice for the full range of porcelain applications. Its signature, almost seamless, look is created through bookmatch and butterfly slabs that create an endless design aesthetic. ...more


1:33 / 2:41
Corian® Endura™ High Performance Porcelain – A Fabricator's Point of View
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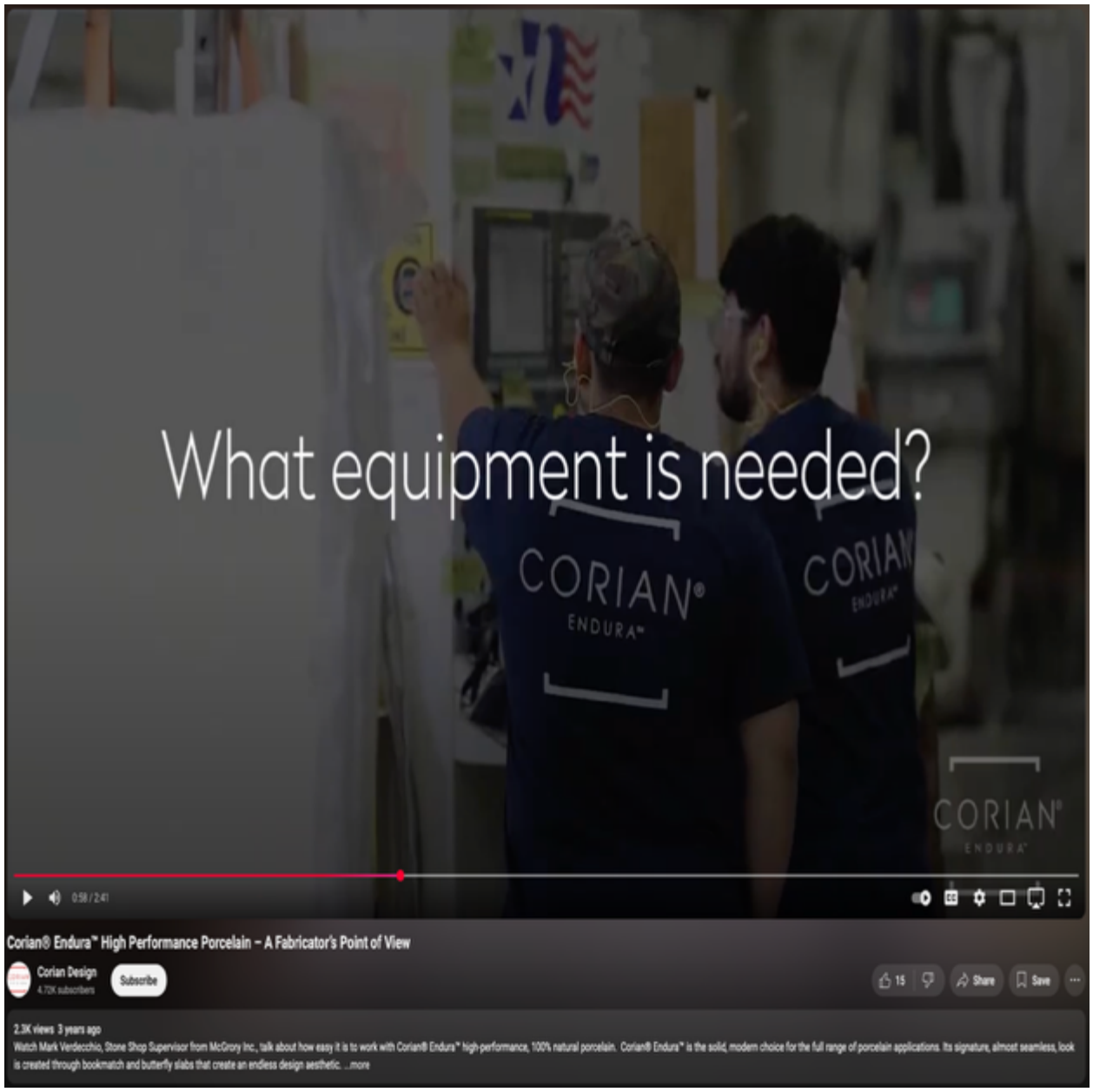
Watch Mark Verdecchio, Stone Shop Supervisor from McGrory Inc., talk about how easy it is to work with Corian® Endura™ high-performance, 100% natural porcelain. Corian® Endura™ is the solid, modern choice for the full range of porcelain applications. Its signature, almost seamless, look is created through bookmatch and butterfly slabs that create an endless design aesthetic. ...more


What equipment is needed?
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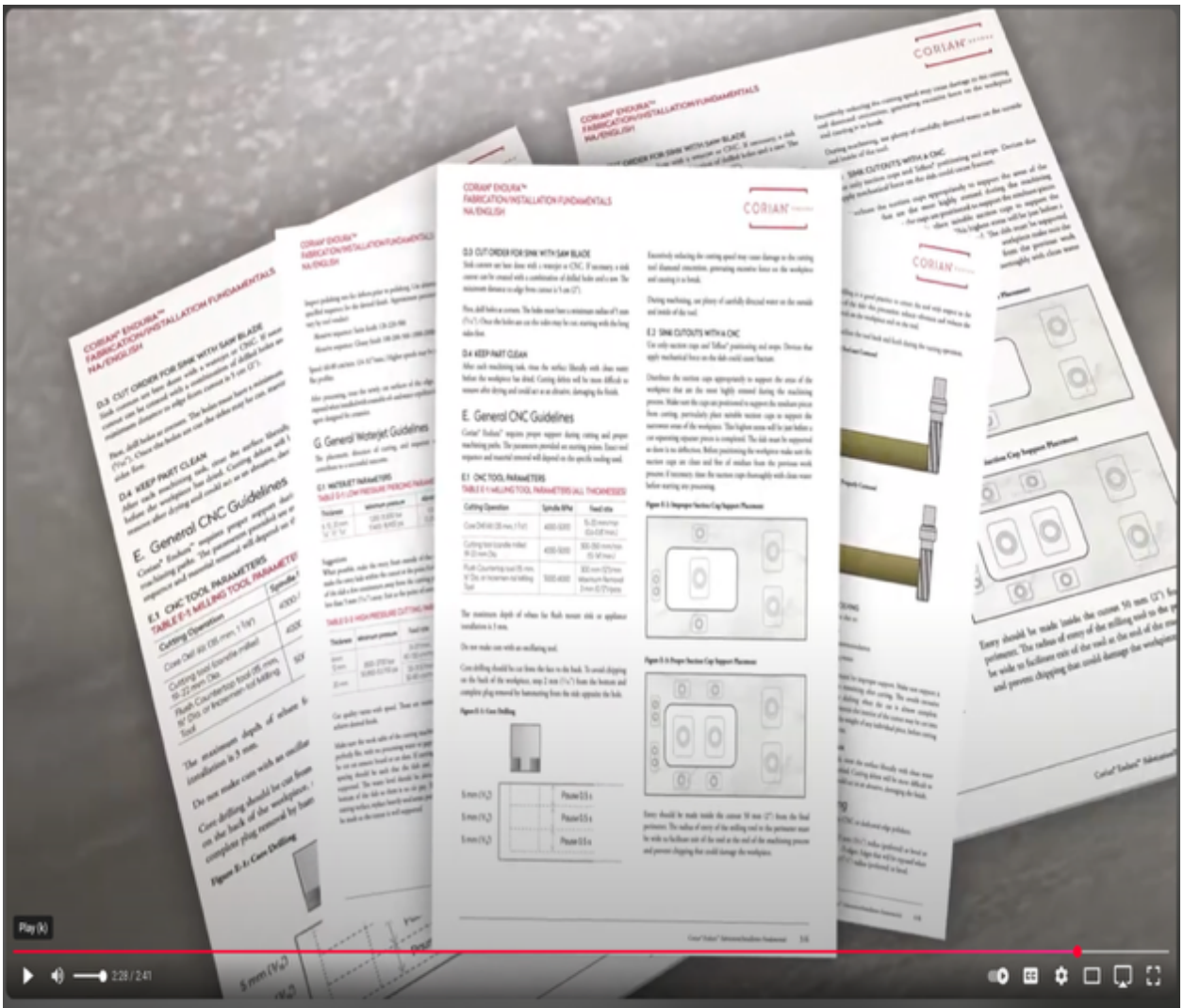
Watch Mark Verdecchio, Stone Shop Supervisor from McGrory Inc., talk about how easy it is to work with Corian® Endura™ high-performance, 100% natural porcelain. Corian® Endura™ is the solid, modern choice for the full range of porcelain applications. Its signature, almost seamless, look is created through bookmatch and butterfly slabs that create an endless design aesthetic. ...more



Corian® Endura™ High Performance Porcelain – A Fabricator's Point of View

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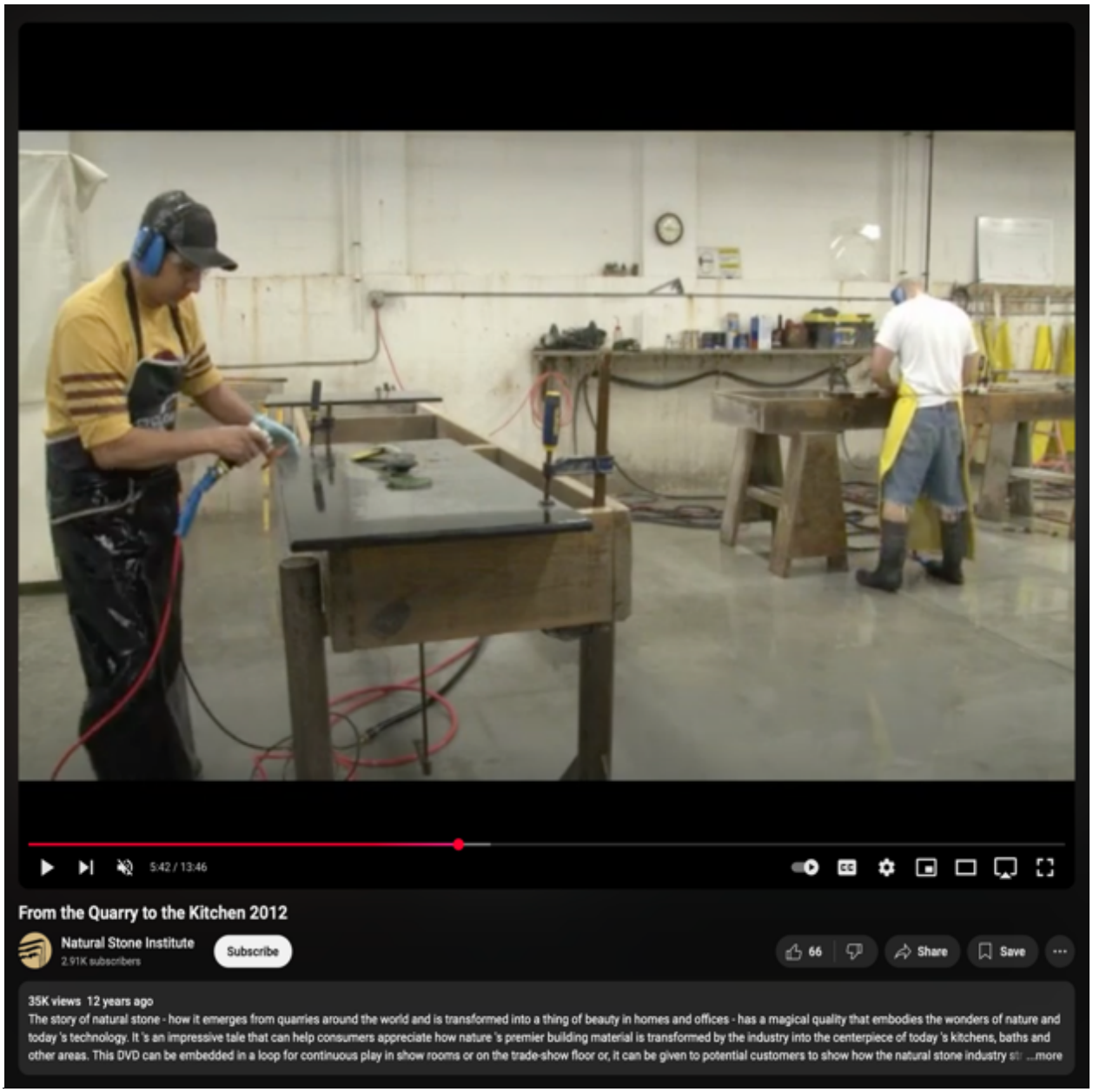
Watch Mark Verdecchio, Stone Shop Supervisor from McGrory Inc., talk about how easy it is to work with Corian® Endura™ high-performance, 100% natural porcelain. Corian® Endura™ is the solid, modern choice for the full range of porcelain applications. Its signature, almost seamless, look is created through bookmatch and butterfly slabs that create an endless design aesthetic. ...more

Two screenshots of YouTube videos posted by **Natural Stone Institute** featuring fabricators working without respirators.

https://www.youtube.com/watch?v=wkq465PvMT8




2:08 / 3:57
MIA 2007 Migliori Award Winner - Vic Green
Natural Stone Institute
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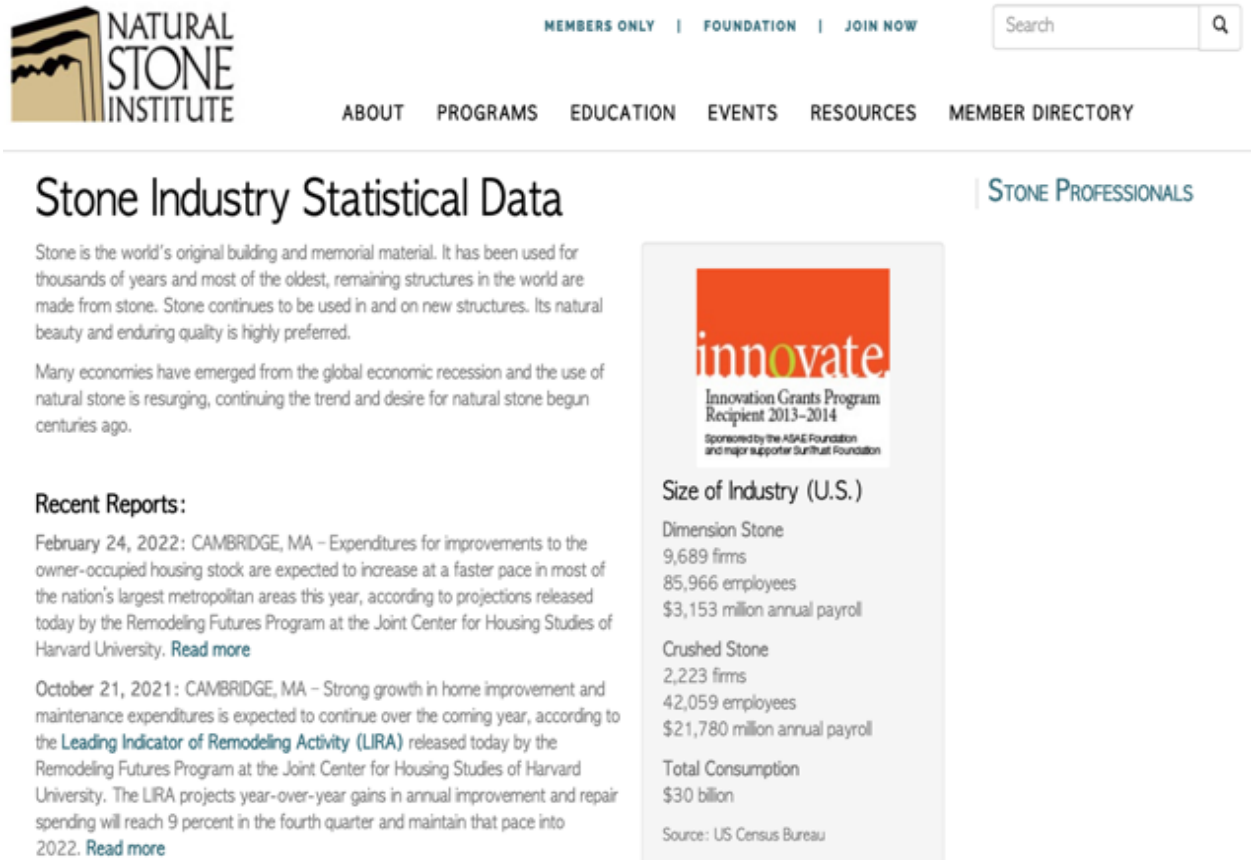
The Migliori Award was established in 2003 to recognize an individual who has made extraordinary contributions to the natural stone industry and the Marble Institute of America. The award is named for MIA's long-time Technical Director, the late Vincent R. Migliore, who was its first recipient. Award winners are chosen by the MIA Board of Directors from nominations submitted by the MIA membership.
...more

Industry Data

According to the Natural Stone Institute (NSI) and the US Census Bureau there are an estimated 9,869 fabrication shops which collectively employee 85,966 in the United States with a total consumption of $30 billion dollars. Between Cambria's, Caesarstone's, Cosentinos, DuPont's, and the Natural Stone Institute videos above alone have collectively received over 300,000 views, clearly demonstrating their significant reach within the fabricator community and highlighting their value as a resource. I personally was one of those fabricators.

If manufacturers devoted as much effort to safety as they do to marketing, there would be greater awareness of the dangers of silicosis, safer fabrication and installation practices, and the severe health impacts experienced by many victims could potentially have been minimized.



Manufacturers' MSDS

Below are some examples of Material Safety Data Sheets (MSDS), relevant to worker safety and regulatory compliance, provided by various manufacturers of artificial quartz slabs posted on their websites. There is a notable lack of consistency in the engineering controls recommended by different artificial quartz manufacturers. Some MSDS documents provide detailed guidance on dust suppression, ventilation, and personal protective equipment (PPE), while others offer only vague or minimal recommendations. This inconsistency can lead to confusion and potentially inadequate protection for workers.

In my review, I found that MSDS documents are not easily accessible on manufacturers' websites. Some require multiple clicks or do not list any at all, making it challenging for workers, and employers to obtain critical safety information. Moreover, throughout my decades as a fabrication shop owner, I do not recall any artificial stone manufacturer, distributor, supplier, or Big Box retailers ever providing me with an MSDS.

Many MSDS documents use conditional language such as "can generate respirable crystalline silica (RCS)" rather than stating clearly that cutting, grinding, or polishing artificial stone "does generate" RCS. This wording downplays the certainty and severity of the hazard, potentially leading to underestimation of risk.

Historically, manufacturers have not provided training videos or comprehensive educational materials on safe handling of artificial stone. Only in recent years have some companies begun offering such resources, and even then, availability and quality vary widely. Often the sales representatives will provide a document to be signed in order to continue to receive slabs that has fine print mentioned receipt of safety materials, which are not actually ever provided.

There are instances of contradictory statements both within and between manufacturers' Safety Data Sheets (SDS). For example, some SDSs suggest that wet cutting alone is sufficient to eliminate risk, while others only recommend adequate ventilation, the use of HEPA vacuums, or simply

wearing a respirator while stating to not cut dry. In contrast, some acknowledge that residual risk remains even when all controls are in place. These inconsistencies can create confusion for employers and workers regarding the best practices for hazard mitigation. Furthermore, they imply that anyone using only a respirator is compliant and therefore permitted to purchase and cut artificial quartz.

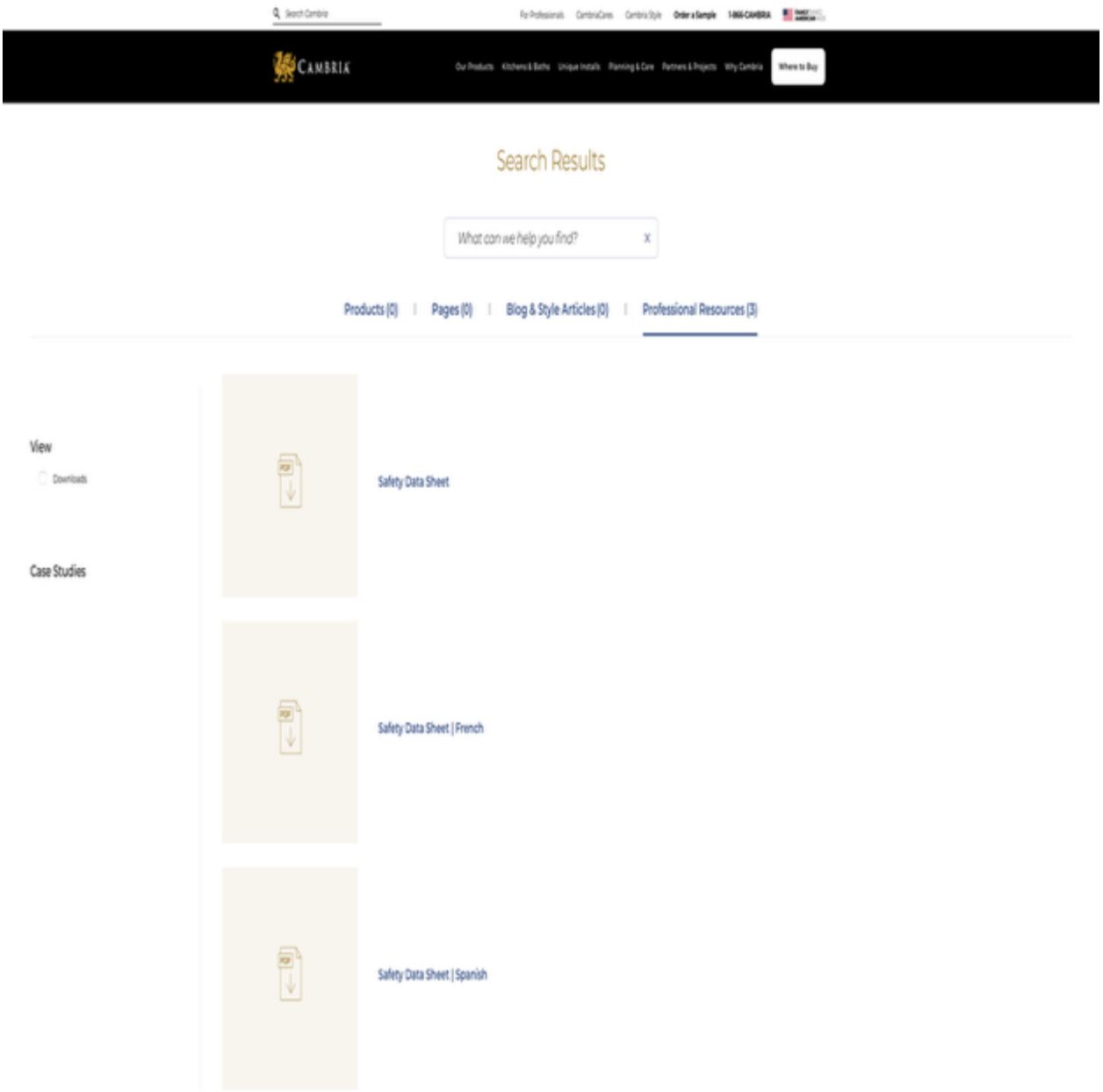
Several manufacturers instruct users to refer to OSHA regulations for guidance, yet OSHA did not have a specific compliance rule for respirable crystalline silica until 2016. This retroactive reference creates a compliance gap and leaves workers without clear, enforceable standards for much of the industry's history.

Fabricators are not scientists, and as a result, they would not typically request or review Material Safety Data Sheets (MSDS/SDS) for slabs, adhesives, sealers, or other products used during fabrication and installation. The technical language in these documents is not easily understood by most fabricators or shop owners, and there was no reason for them to believe such documents contained critical health information. Importantly, fabricators and owners were not warned by manufacturers or suppliers that the artificial stone quartz slabs they were purchasing and routinely cutting were highly toxic and capable of causing severe, life-threatening disease.

In my professional experience, it is not uncommon for workers and even employers to report that they were not supplied with an MSDS at the time of purchase or delivery of artificial stone products.

The artificial stone industry's approach to MSDS documentation is inconsistent, confusing, and, inadequate in communicating the risks associated with respirable crystalline silica and the other toxins in artificial stone. These shortcomings have likely contributed to gaps in worker protection and regulatory compliance.

Cambria



https://www.cambriausa.com/search?query=sds&tab=professional-resources

Ontario	OEL TWA (mg/m³)	1 mg/m³ (inhalable)
Prince Edward Island	OEL TWA (mg/m³)	1.5 mg/m³ (inhalable)
Québec	VEMP (mg/m³)	1.5 mg/m³ (inhalable)
Saskatchewan	OEL TWA (mg/m³)	1.5 mg/m³ (inhalable fraction)
Saskatchewan	OEL STEL (mg/m³)	3 mg/m³ (inhalable fraction)
Yukon	OEL TWA (mg/m³)	1 mg/ m³
Yukon	OEL STEL (mg/m³)	3 mg/ m³
Mexico	NOM-010-STPS-2014	1.5 mg/ m³ (inhalable)

8.2. Exposure Controls

Appropriate Engineering Controls: If product needs to be altered, use wet processing techniques, dust extraction equipment, or local ventilation to maintain the ambient workplace atmosphere to that below the applicable exposure limits listed above. Suitable eye/body wash equipment should be available in the vicinity of any potential exposure. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Safety glasses. Insufficient ventilation: wear respiratory protection.



Hand Protection: Wear protective gloves.

Eye and Face Protection: The following applies to the product if it is cut, sanded or altered in such a way that excessive and/or significant particulates and/or dusts may be generated: Safety glasses with side shields or goggles.

Skin and Body Protection: Wear suitable protective clothing. Wash contaminated clothing before reuse.

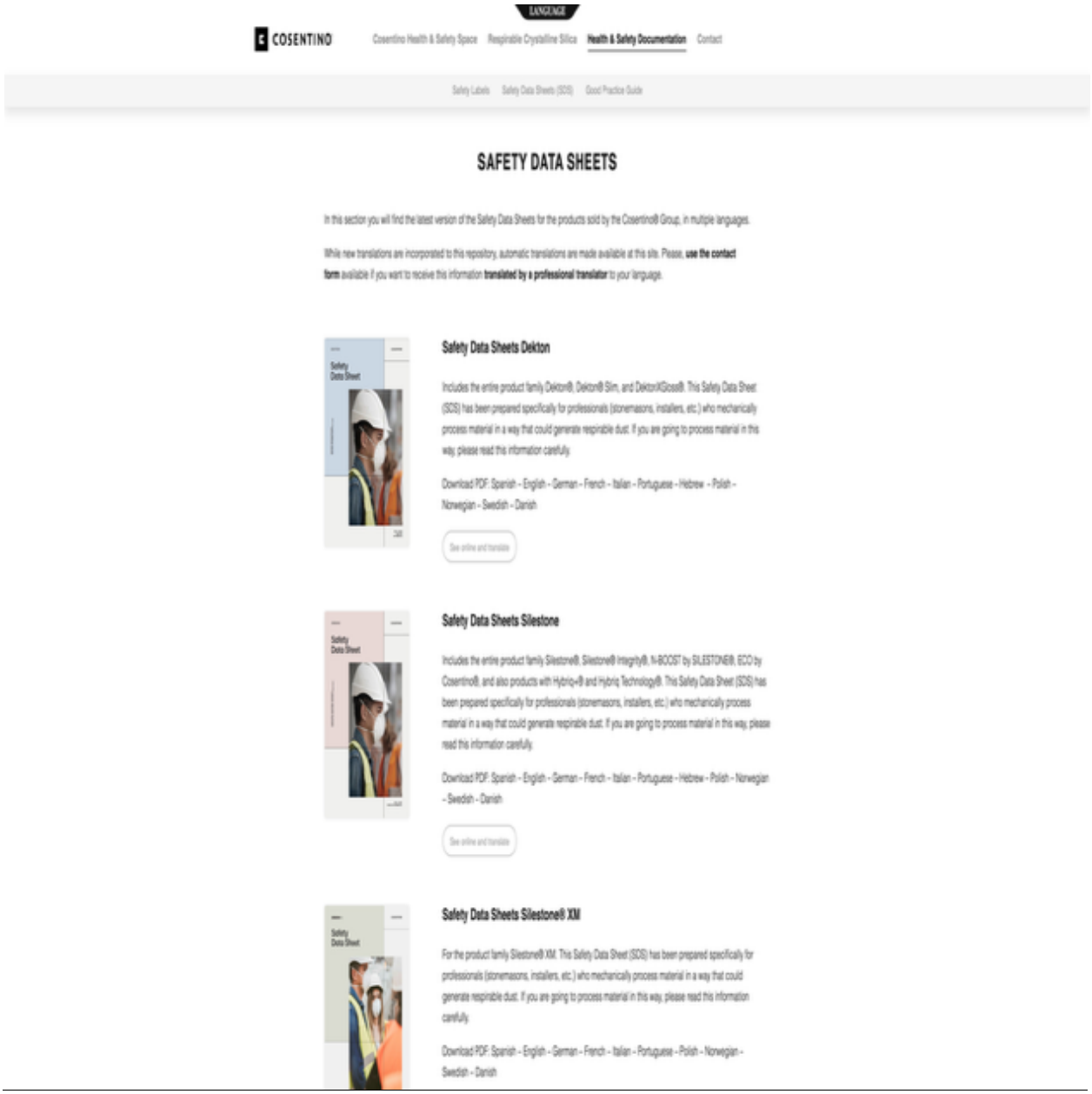
Respiratory Protection: If exposure limits are exceeded or irritation is experienced, NIOSH (or equivalent) approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear NIOSH approved respiratory protection (or equivalent outside the United States).

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1. Information on Basic Physical and Chemical Properties

Physical State	:	Solid
Appearance	:	Various-colored stone surface
Odor	:	Odorless
Odor Threshold	:	No data available
pH	:	Not applicable
Evaporation Rate	:	Not applicable
Melting Point	:	Not applicable
Freezing Point	:	Not applicable
Boiling Point	:	Not applicable
Flash Point	:	No data available
Auto-ignition Temperature	:	No data available
Decomposition Temperature	:	No data available
Flammability (solid, gas)	:	Not applicable
Lower Flammable Limit	:	Not applicable
Upper Flammable Limit	:	Not applicable
Vapor Pressure	:	Not applicable
Relative Vapor Density at 20°C	:	Not applicable
Density	:	2.2–2.5 g/cm³
Specific Gravity (Relative Density)	:	No data available
Solubility	:	Insoluble
Partition Coefficient: N-Octanol/Water	:	No data available

Cosentino



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https://osh.cosentino.com/health-safety-documentation/safety-data-sheets-sds/

8.2 Exposure control

General measures:

Consult a competent health and safety professional to monitor exposure to mineral dust and dust containing crystalline silica. Reduce the generation of airborne dust as much as possible. Use closed areas for processing, local exhaust venting or other technical controls to keep the particle concentration in the air below the exposure limits specified by applicable regulations. If user operations create dust, smoke or vapour, use a ventilation system to ensure that exposure to airborne particles is below the exposure limit. Take organisational measures, such as separating dust-generating areas from areas frequented by staff. Work clothes should be removed and washed separately.

Personal protective equipment:

1. **Respiratory protection:** Suitable respiratory protective equipment with a particle filter as per regulation EN 143:2001 and its revisions EN 143/AC:2002, EN 143/AC:2005 (type P3), or N95, R95, P95 or superior according to Occupational Safety and Health Standard OSHA 29 CFR 1910.134, approved by NIOSH, P1, P2 protection or higher according to Australian AS/NZS 1716), or equivalent protection that complies with relevant applicable local law. Use appropriate respiratory protection even when working with water as a dust reduction measure when processing Silestone®, Silestone® Integrity®, N-BOOST by SILESTONE® or ECO by Cosentino®.



2. **Hand protection:** Use of mechanical protection gloves is recommended to prevent being cut by pieces during handling.



3. **Eye protection:** The use of eye protection is recommended in accordance with EN166:2001, Occupational Safety and Health Standard OSHA 29 CFR 1910.133, or equivalent protection that complies with applicable relevant local regulation.



4. **Skin protection:** Skin protection is not needed, but the use of work clothing that prevents dust from coming into contact with skin is recommended. Wash hands and face with soap and water to remove dust from processing before work breaks and at the end of shifts.



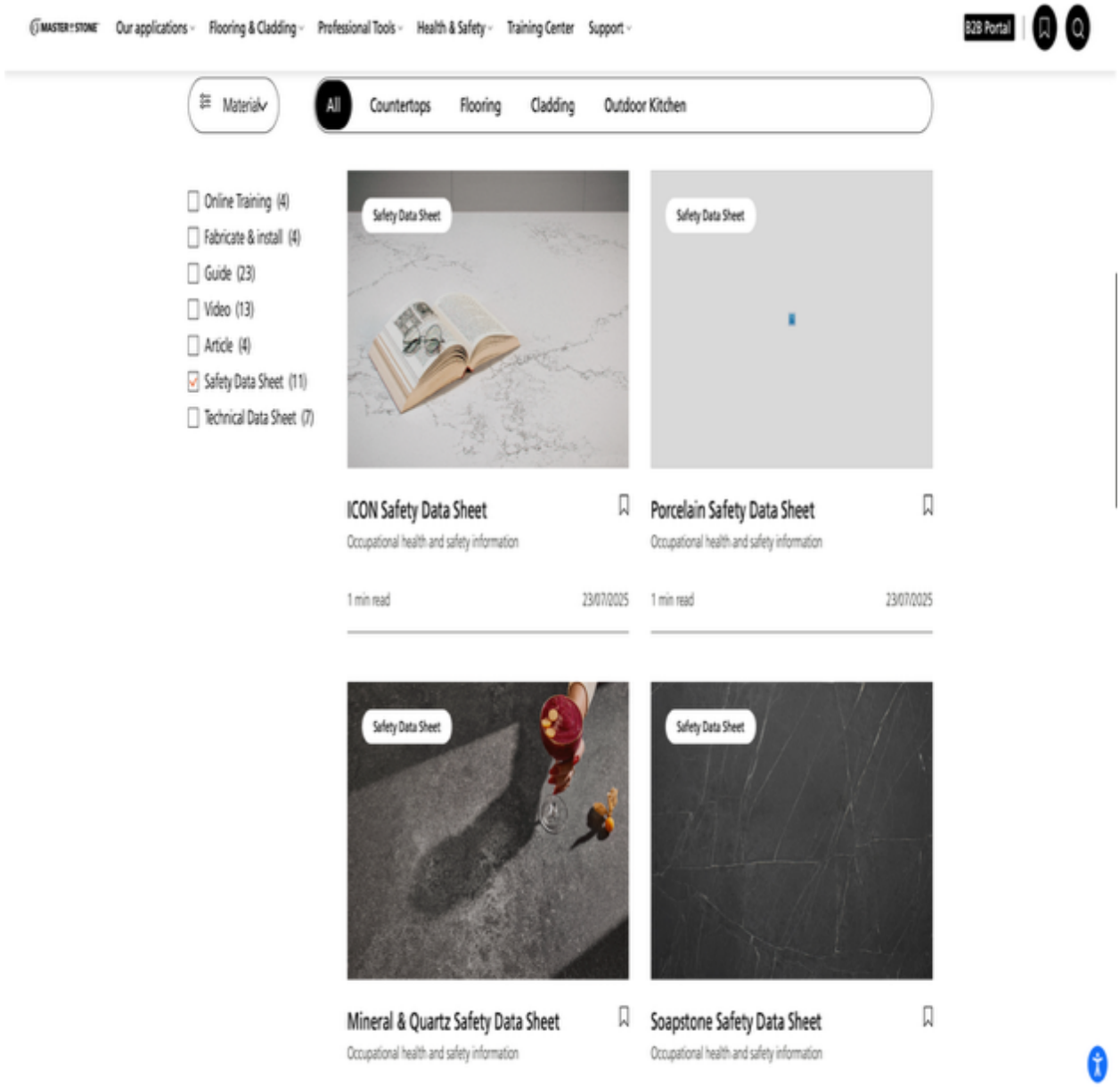
Work clothing: When processing Silestone®, Silestone® Integrity®, N-BOOST by SILESTONE® or ECO by Cosentino®, wear work clothing made of a fabric that does not trap dust. Do not clean using compressed air, use vacuum cleaning methods. Wear rubber boots if work is to be performed in wet areas during water processing.

9. Physical and chemical properties

9.1 Information on basic physical and chemical properties

The information in this section pertains to the product unless specifically listed as giving information about a substance.

Caesarstone



https://mos.caesarstoneus.com/professional-library/?types=safety-data-sheet

8. Exposure Controls/Personal Protection

CONTROL PARAMETERS - OCCUPATIONAL EXPOSURE LIMITS (OEL):

There is no provision for any risk associated with the finished Caesarstone® product.

However, in cutting, grinding, polishing, drilling, etc. processes, dust containing crystalline silica (SiO2), other minerals and titanium dioxide may be generated. Additionally, a recent study determined that some potentially irritant and carcinogenic volatile organic compounds may be generated during dry Fabrication Processes of engineered stone.

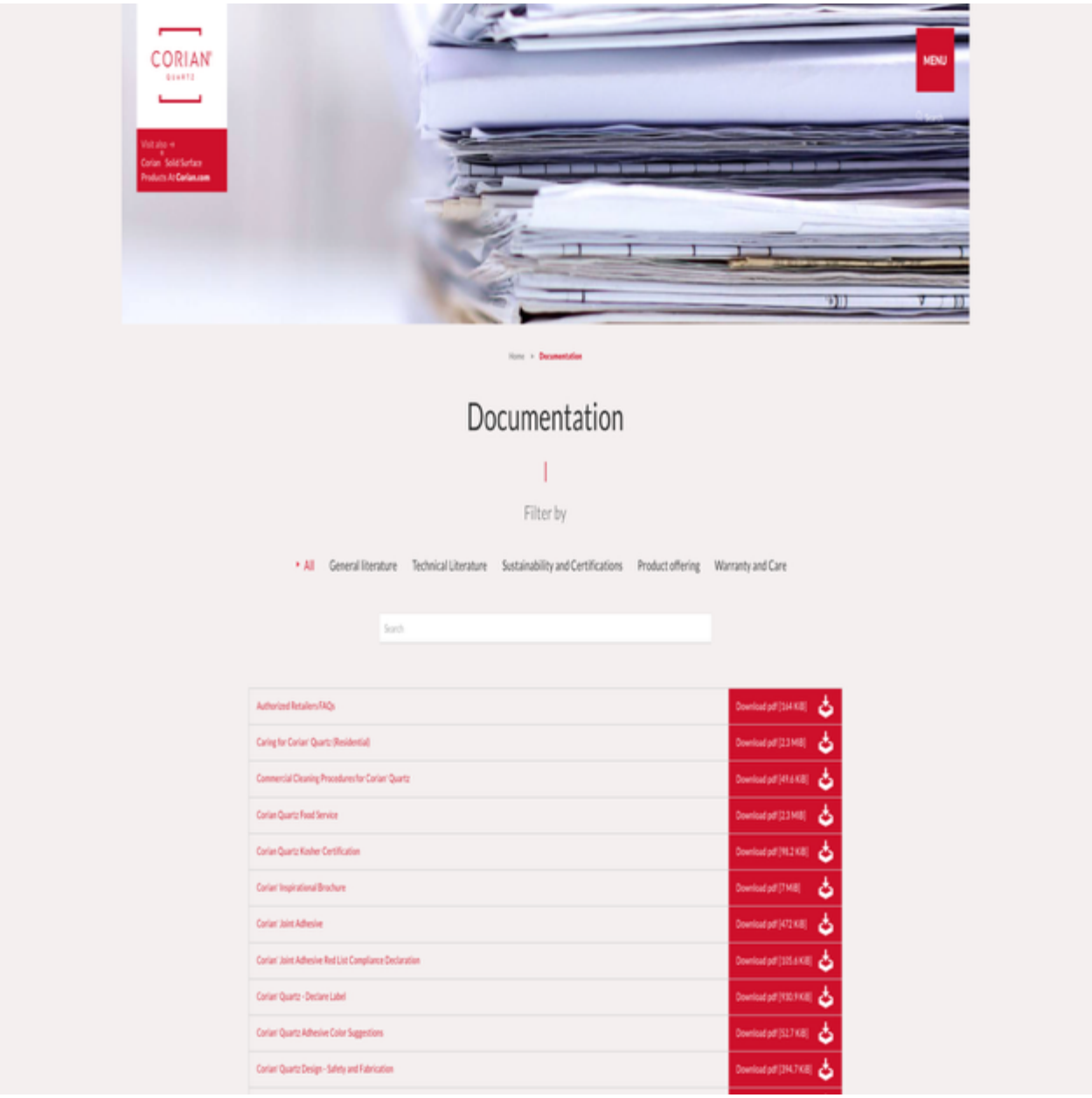
Levels of airborne RCS may not be determined by visual observations; air sampling and monitoring are essential to determine such levels and are required by health and safety agencies. Employers should consult with a trained occupational safety and health professional in order to monitor the air in their workplace and in order to determine worker exposures to hazardous dust. Data collected during these evaluations should be compared with OELs applicable to each country.

OELs for respirable crystalline silica and cristobalite/tridymite, measured in mg/m^3 for an 8-hour Time Weighted Average (TWA), are included in the following table. These limits may be changed from time to time and competent health and safety professionals or the local regulatory authority of the country in question should be consulted for the most up to date information.

EUROPEAN UNION	CRYSTALLINE SILICA (SiO_2)	CRISTOBALITE & TRIDYMITE
Austria	0.05	0.15
Belgium	0.1	0.05
Czech Republic	0.1	0.1
Denmark	0.1	0.05
Finland	0.05	0.05
France	0.1	0.05
Germany[3]	0.05	0.05
Greece	0.1	0.05

[3] Assessment criterium. Reference value. Germany no longer uses an OEL for quartz, cristobalite and tridymite. Employers are obliged to minimize exposure as much as possible, and to follow certain protective measures.

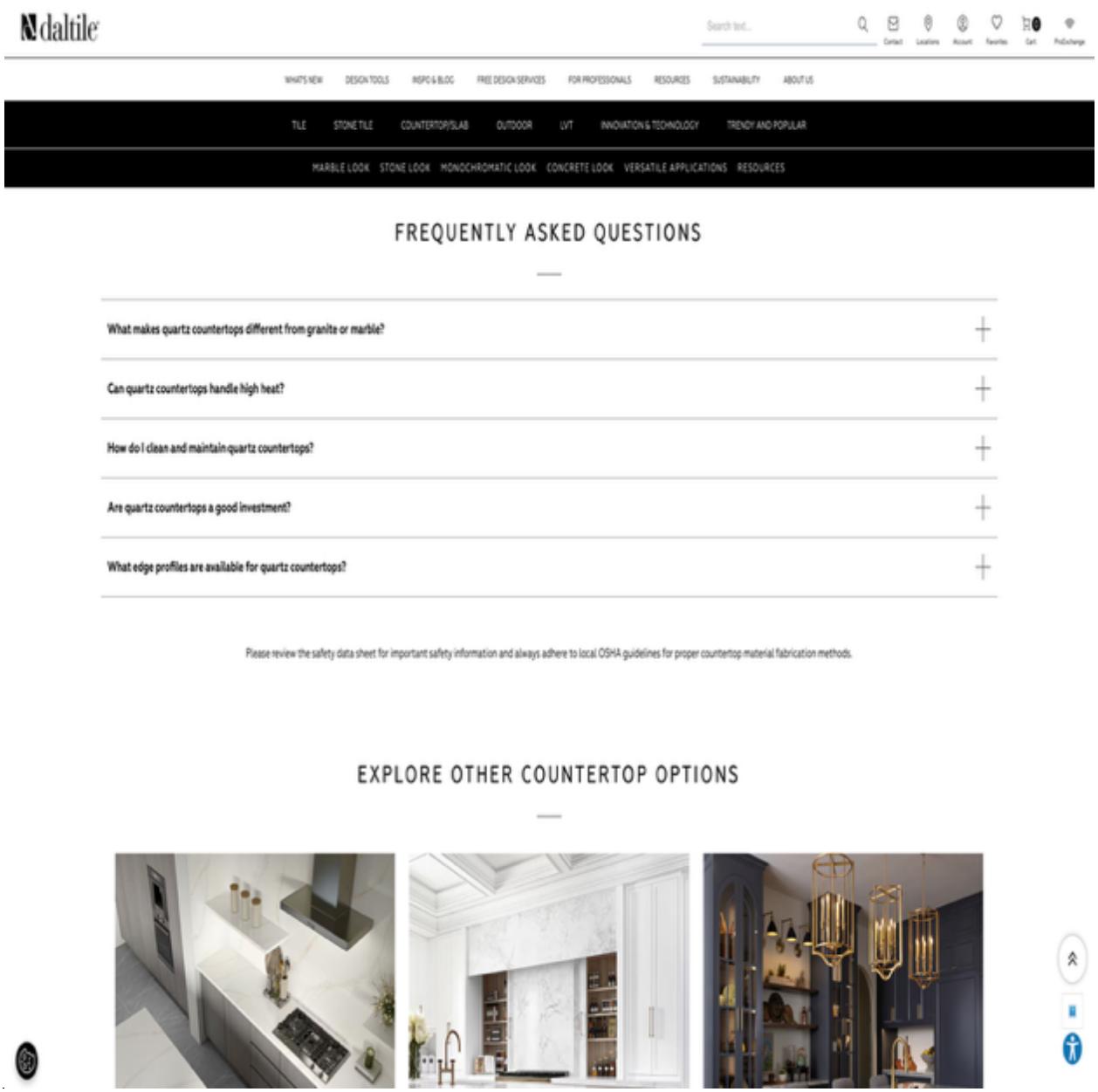
DuPont



https://www.corianquartz.com/-documentation-

(DuPont's website does not provide an MSDS)

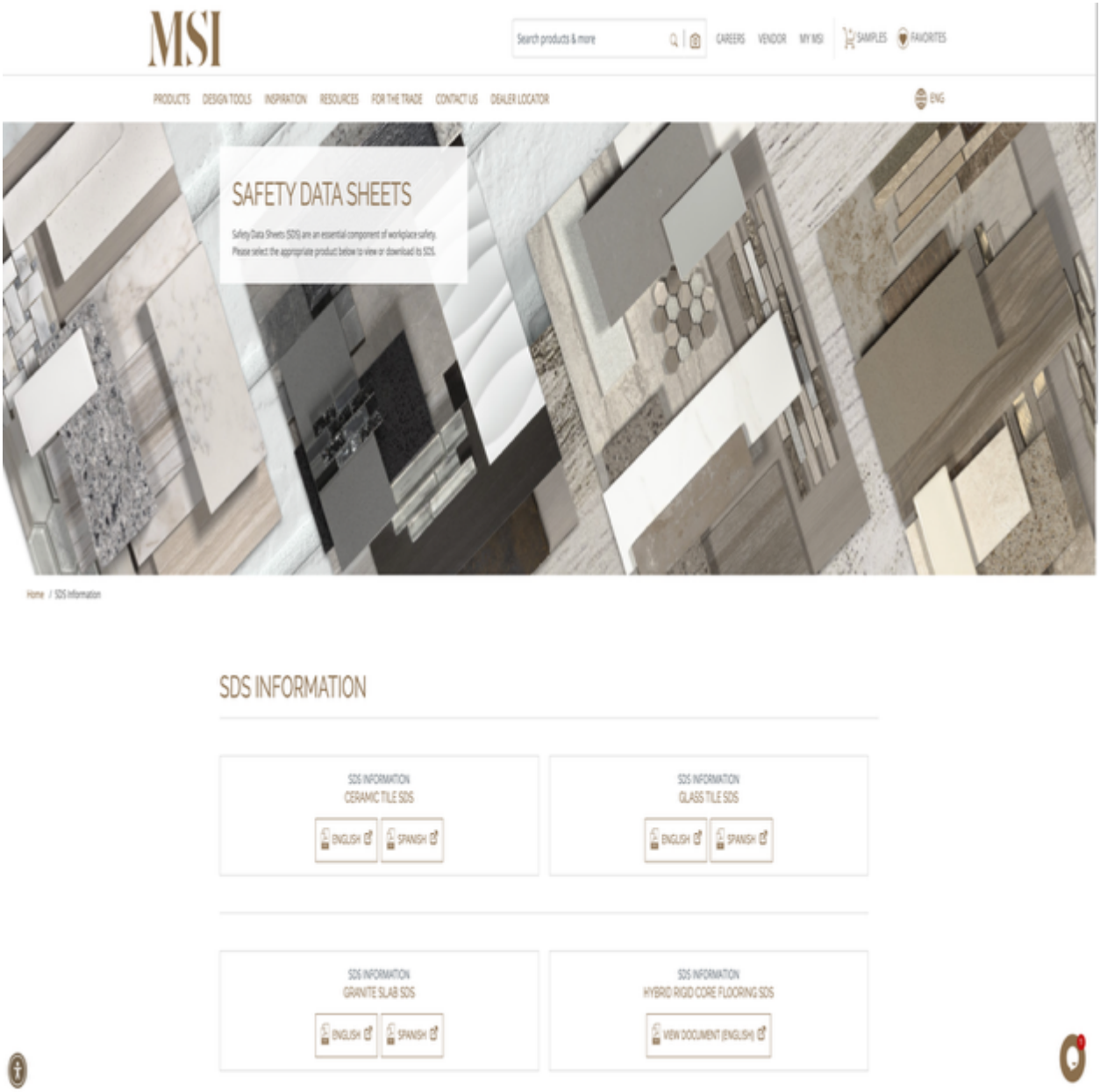
Daltile



https://www.daltile.com

(Daltile's website does not provide an MSDS)

MSI



https://www.msisurfaces.com/sds-informations.aspx

Date of Preparation: April 2025
* Covered as particles not otherwise regulated per OSHA and particles not otherwise specified per ACGIH
** Millions of particles per cubic foot of air, based on impinger samples counted by light-field techniques

8.2 ENGINEERING CONTROLS/PERSONAL PROTECTION

Ventilation: Use adequate ventilation to keep exposure to dust below recommended exposure levels. Avoid inhalation of dust. The highest probability of silica exposure occurs when using dry cutting methods. Wet cutting methods and exposure control methods set forth in OSHA Table 1 of 29 CFR § 1926.1153 are recommended.

Respiratory Protection: Wear a respirator when cutting, grinding, polishing, intentionally breaking, machining, sweeping, or cleaning up during fabrication as required by NIOSH and/or the Cal/OSHA standard.

Eye Protection: Use dust-proof goggles or safety glasses with side shields. Contact lenses may absorb irritants. Do not wear contact lenses in work areas.

Skin Protection: Cotton or leather work gloves should be worn when cutting this product to minimize skin exposure to dust and/or cuts. Wash hands prior to eating, drinking, or smoking, and at the end of the work shift, after cutting operations are conducted.

NOTE: Personal protection information in Section 8 is based on general information for normal uses and conditions. Where special or unusual uses or conditions exist, it is suggested that the assistance of an industrial hygienist or other qualified professional be obtained.

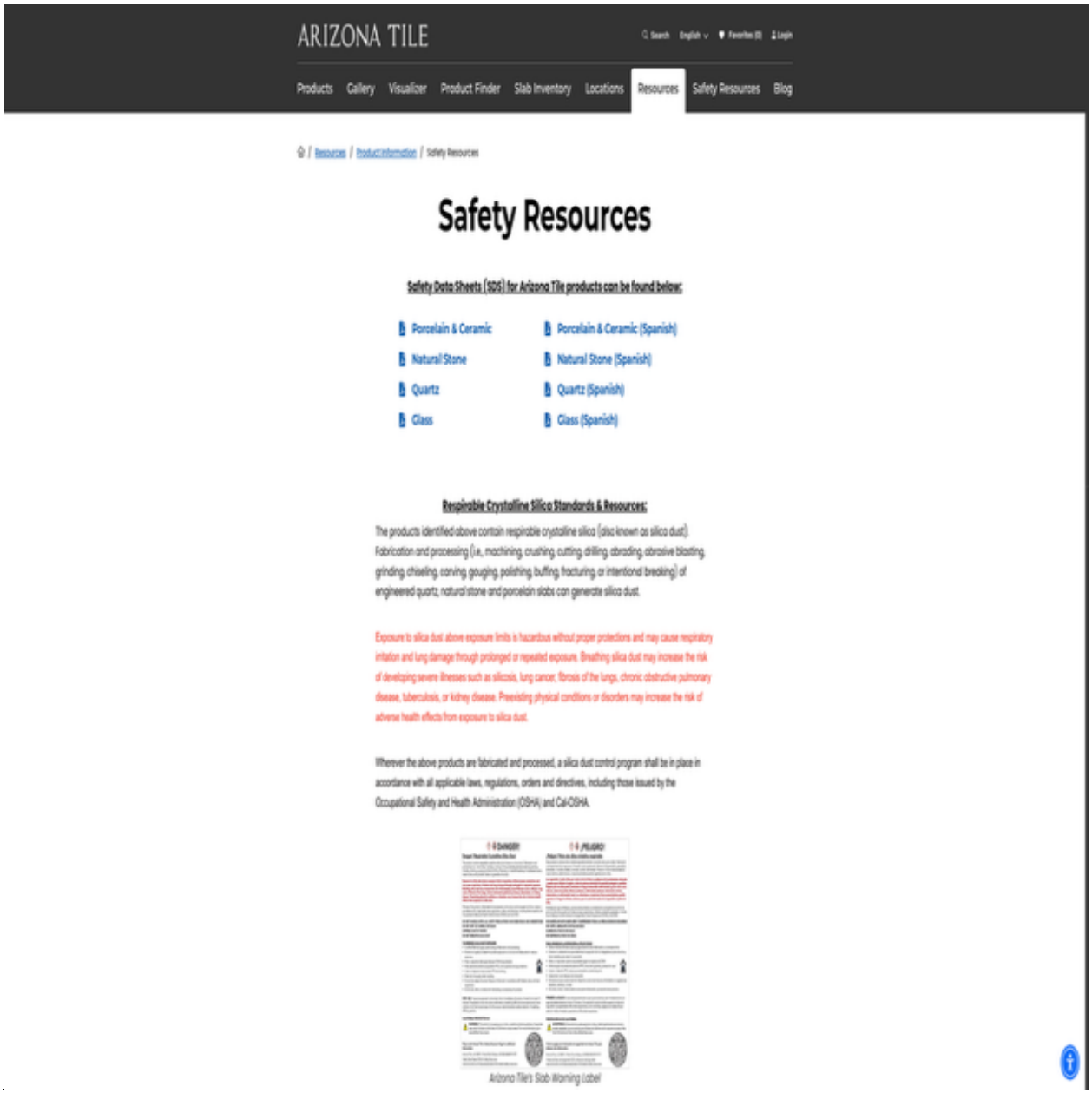
9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Multi-colored engineered stone
Odor:	Odorless
Odor Threshold:	Not applicable
pH:	Not applicable
Melting Point:	3110°F
Freezing Point:	Not applicable
Boiling Point:	4046°F
Flash Point:	Not applicable
Evaporation Rate (Ethyl; Ether = 1):	Not applicable
Flammability:	Not applicable
Upper/Lower Flammability Limits:	Not applicable
Vapor Pressure:	Not applicable
Vapor Density:	Not applicable
Relative Density:	Not applicable
Solubility in Water:	Insoluble
Partition Coefficient: n-octanol/water:	Not applicable
Auto-ignition Temperature:	Not applicable
Decomposition Temperature:	Not applicable
Viscosity:	Not applicable

10. STABILITY AND REACTIVITY

Reactivity:	Not available
Chemical Stability:	Stable in normal conditions and storage conditions
Possibility of Hazardous Reactions:	Not available
Conditions to Avoid:	Avoid contact with acids (e.g., acetic, hydrofluoric, etc.)
Incompatibility (Materials to Avoid):	Avoid contact with acids (e.g., acetic, hydrofluoric, etc.)

Arizona Tile



https://www.arizonatile.com/resources/product-information/safety-resources/

Engineering Controls:

When cutting, grinding, or removing material use equipment with integral dust collection and/or use local exhaust ventilation. Use wet cutting methods to reduce generation of dust. Use respiratory protection in the absence of effective engineering controls. Use adequate ventilation to keep exposure to dust below recommended exposure levels. The highest probability of silica exposure occurs during fabrication and installation using dry cutting methods or during removal of installed material. Use wet cutting methods only or HEPA vacuums.

Individual Personal Protective Equipment and Measures

Respirator: If wet methods or ventilation engineering controls cannot maintain silica dust exposure below the action level when fabricating or processing Engineered Stone, wear a NIOSH approved respirator. A full-face, tight-fitting powered air purifying respirator (PAPR), or a respirator providing at least equal protection, equipped with a HEPA, N100, or P100 Organic Vapor Combination filter cartridges is required.

Eye Protection: Use dust-proof goggles or safety glasses with side shields. Contact lenses may absorb irritants. Do not wear contact lenses in work areas.

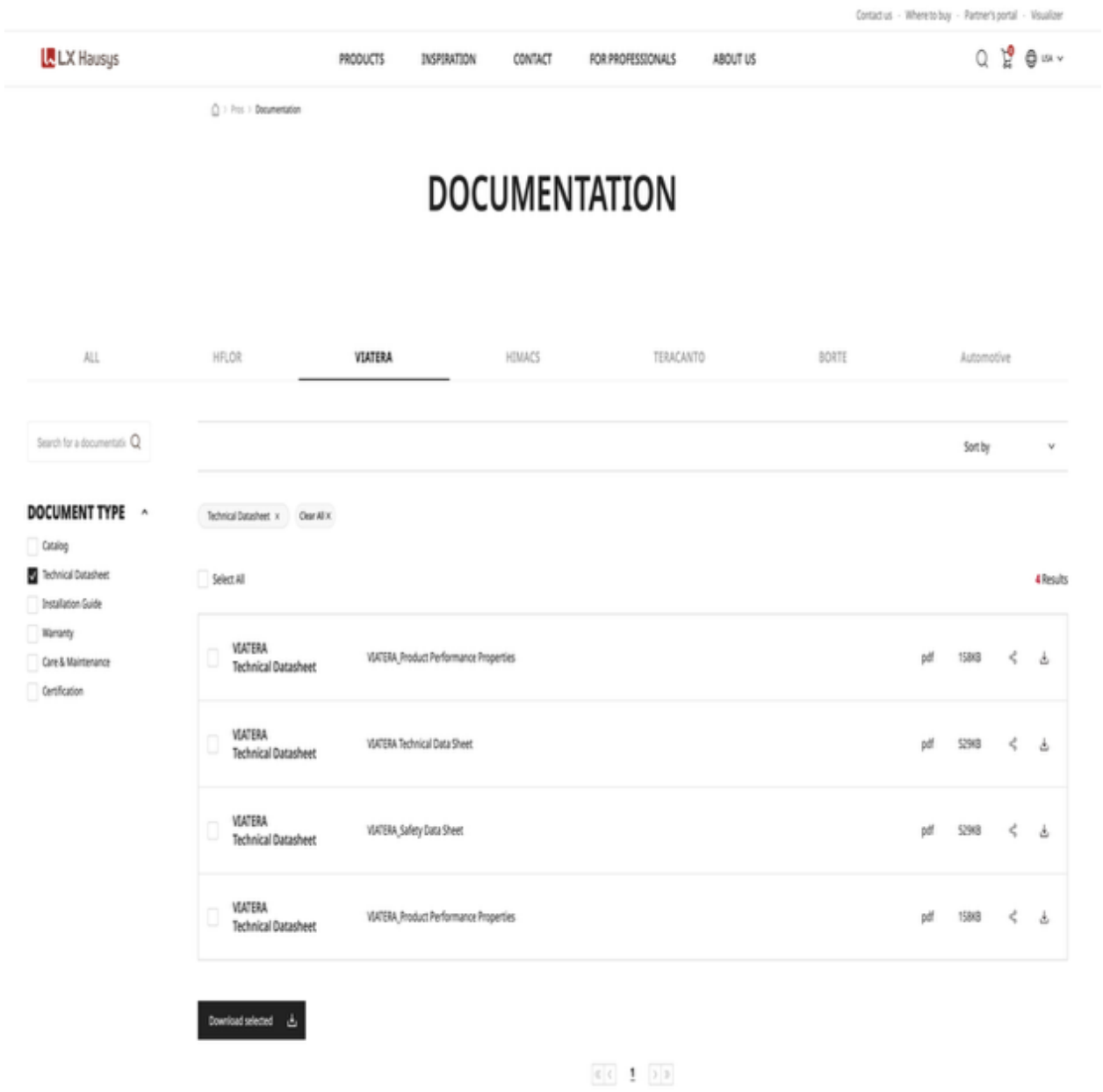
Skin Protection: Wear cotton or leather work gloves when cutting this product to minimize skin exposure to dust and/or cuts. Wash hands prior to eating, drinking, or smoking, and at the end of the work shift, after cutting operations are conducted. If product is altered in a way to generate excessive dust, wear suitable protective clothing. Wash or dispose of clothing after use.

NOTE: Personal protection information in Section 8 is based on general information for normal uses and conditions. Where special or unusual uses or conditions exist, it is suggested that the assistance of an industrial hygienist or other qualified professional be obtained.

9.0 PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Brittle solid; color will vary
Physical State:	Solid
Color:	Various colors
Odor:	Odorless
Melting Point/Freezing Point:	>1000^0 F/not applicable
Boiling Point:	Not applicable
Flammability	Not applicable
Explosion Limits (Lower/Upper)	Not applicable
Flash Point	Not applicable
Auto Ignition Temperature	Not applicable
Decomposition Temperature	Not applicable
pH	Not applicable
Kinematic viscosity	Not applicable
Solubility in Water	Insoluble

LX Hausys



https://www.lxhausys.com/us/pros/documentation/all-products/technical-datasheet

6.1.2. For Emergency Responders

Protective Equipment : Equip cleanup crew with proper protection.
Emergency Procedures : Ventilate area. Sweep or shovel spills into appropriate container for disposal.

6.2. Environmental Precautions

Avoid release of dust and residue materials to the environment.

6.3. Methods and Material for Containment and Cleaning Up

Methods For Cleaning Up : To dispose of dust or debris, use a HEPA vacuum system and place the waste into suitable containers. Minimize generation of dust by dampening dust, debris or area to be swept with water prior to sweeping. Store away from other materials.

6.4. Reference to Other Sections

See "Section 8. Exposure controls and personal protection."

SECTION 7: Handling and Storage

7.1. Precautions for Safe Handling

Precautions For Safe Handling : Avoid breathing dust. Avoid contact with skin and eyes. Provide good ventilation in process area to prevent formation of vapor. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood.
Hygiene Measures : Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

7.2. Conditions for Safe Storage, including any Incompatibilities

Storage Conditions : Keep only in the original container in a cool, well-ventilated area. Product should be stored in covered area to protect from any damage.
Incompatible Condition : For best quality protection, the surface should be protected from direct sunshine and rain.

7.3. Specific End Use(S)

No additional information available.

SECTION 8: Exposure Controls/Personal Protection

8.1. Control Parameters

Quartz (14808-60-7)		
ACGIH	ACGIH TWA (mg/m³)	0.025 mg/m³ (respirable fraction)
OSHA	OSAH PEL (mg/m[3)]	

8.2. Exposure controls

Appropriate Engineering Controls : Use adequate ventilation.
Personal Protective Equipment : Gloves. Safety glasses. Protective clothing. Respiratory protection.



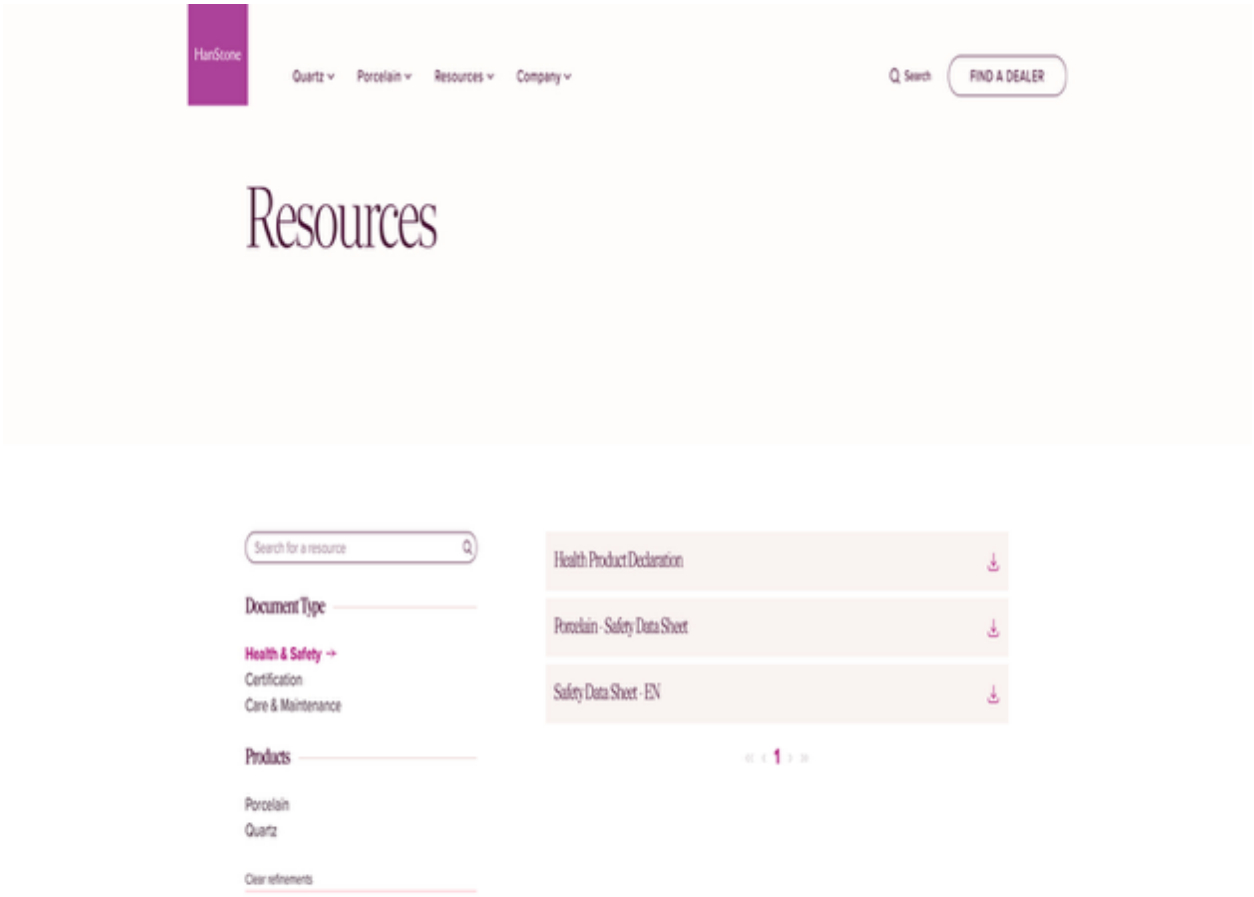
Skin And Body Protection : Avoid prolonged skin contact with powder generated. Wear safety gloves and steel-toed shoes.
Eye Protection : Wear goggles with air valves.
Respiratory Protection : Avoid inhalation of powder generated. Wear a respirator.

SECTION 9: Physical And Chemical Properties

9.1. Information on Basic Physical and Chemical Properties

Physical State : Solid
Appearance : Multi-colored solid and granular texture

HanStone



https://www.hanstone.ca/en/resources

	Industrial Hygienists - **ACGIH TLV (2019)**		
Silica, Crystalline: Quartz Silica, Crystalline Cristobalite	0.025 mg/m³ TWA 0.025 mg/m³ TWA	0.05 mg/m³ TWA 0.05 mg/m³ TWA	0.05 mg/m³ TWA 0.05 mg/m³ TWA

Abbreviations

TWA = Time Weighted Average. TLV: Threshold Limit Values 8 hr time weighted average. PEL: Permissible Exposure Limit 8 hr time weighted average. REL Recommended Exposure Limit 10 hr time weighted average. These limits may change from time to time, follow all local safety laws.

Consult with trained occupational health and safety professionals to monitor and conduct air sampling in the workplace to determine worker exposure levels and implement prevention and control methods.

Engineering Controls

Ventilation must be adequate to maintain the ambient workplace atmosphere to that below the exposure limits listed above.
Use at the source dust extraction equipment.
Use machinery and tools that use the wet method to minimize airborne dust.
Use vacuum cleaning equipment, or wetting material before a gentle sweeping to minimize generation of dust.
Do not use compressed air to remove dust.
Eyewash facilities should be readily available.

Personal Protective Equipment:

Eye / Face Protection:

Use safety glasses with side shields or safety goggles.
When cutting, drilling, grinding or polishing wear face and neck protection.

Skin / Body Protection:

Cover skin to minimize risk of mechanical irritation.
Wear gloves when handling dry dust.
Wear cut resistant gloves when exposed to sharp edges.
Wear steel toed safety footwear.

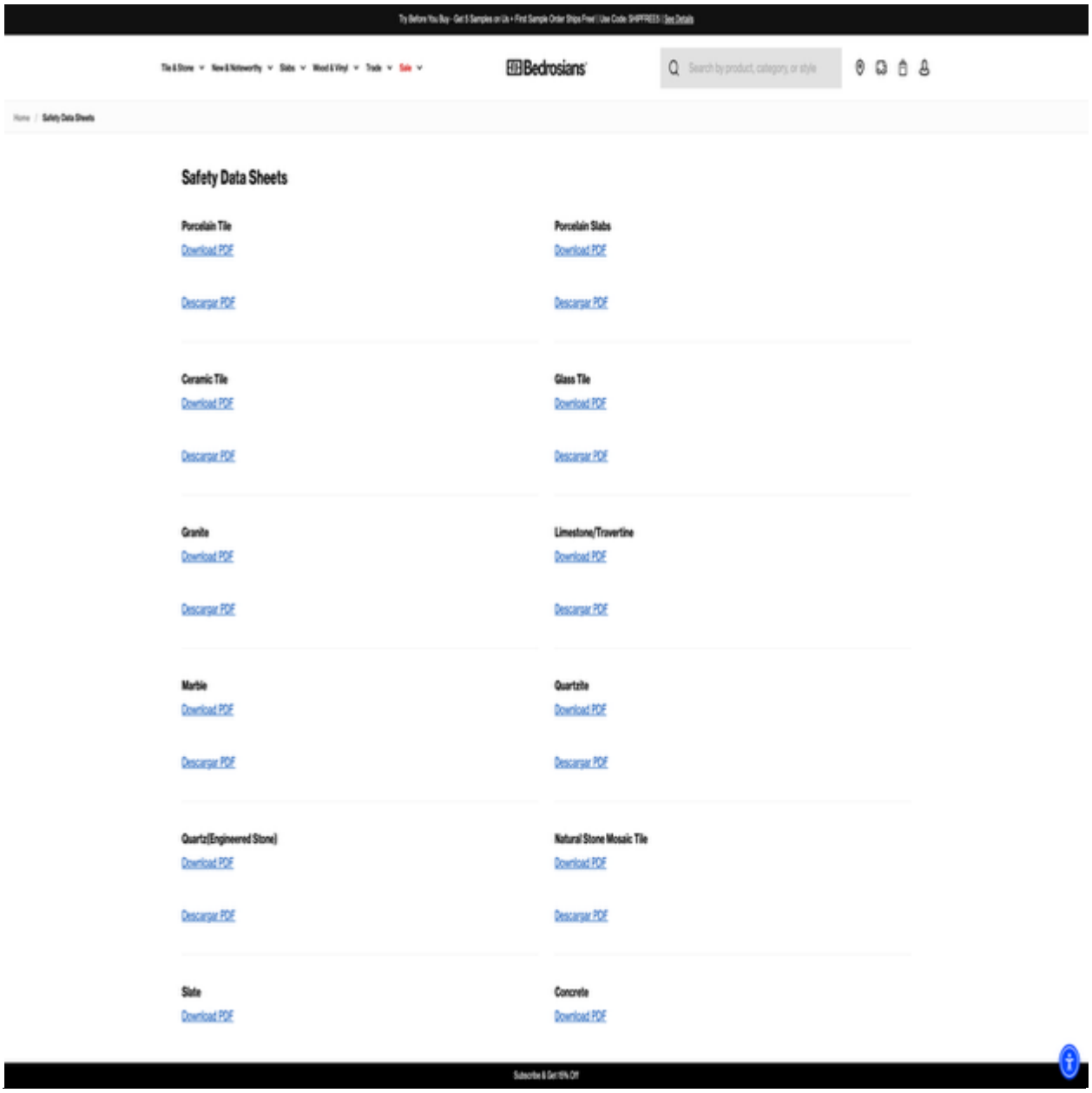
Respiratory Protection:

Use NIOSH approved filtering face piece respirator for protection against dusts or higher level of respiratory protection as indicted where there is potential to exceed the exposure limits. Follow the requirements based on your jurisdiction: The Canadian Safety Association CSA Standard Selection, Use and Care of Respirators Z94.4-11 or the OSHA's Respiratory Protection Standard, 29CFR1910.134 and to the NIOSH Respirator Selection Logic 2004 DHHS (NIOSH) for appropriate selection of respirators. Employees must be trained and qualified to use a respirator.

Section 9: Physical and Chemical Properties

Appearance:	Multi-coloured engineered quartz solid stone
Odour:	Odourless
pH:	NA
Melting Point/Freezing Point:	NA
Boiling Point:	NA

Bedrosians



https://www.bedrosians.com/en/safety-data-sheets/

Do not breathe dust. Do not get in eyes, on skin, or on clothing. Do not handle until all safety precautions have been read and understood. Use personal protection recommended in Section 8 of this SDS

Methods and Materials for Containment and Clean Up:

Avoid creating excessive dust. Clean up dust with a vacuum system with a high-efficiency particulate air (HEPA) filter vacuum or damp sweeping. See Section 8 of this SDS concerning PPE information for clean up.

7. HANDLING AND STORAGE

Precautions for Safe Handling:

Silica dust can be harmful if inhaled. Exposure to silica dust from cutting, grinding, or polishing can cause acute lung injury, silicosis, or cancer. Wear a respirator when cutting, grinding, or polishing. Use wet cutting methods and do not dry cut.

Conditions for Safe Storage, Including Incompatibilities:

Do not store near acids. If quartz products contact some acids, damage/discoloration to the surface may occur. Shelf life is unlimited.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Exposure Table

Composition	OSHA PEL	NIOSH REL	ACGIH TLV
Crystalline silica as quartz	50 $\mu g/m^3$	0.05 mg/m^3	0.025 mg/m^3

*Based on an 8hr TWA or Time Weighted Average

8.2 ENGINEERING CONTROLS/PERSONAL PROTECTION

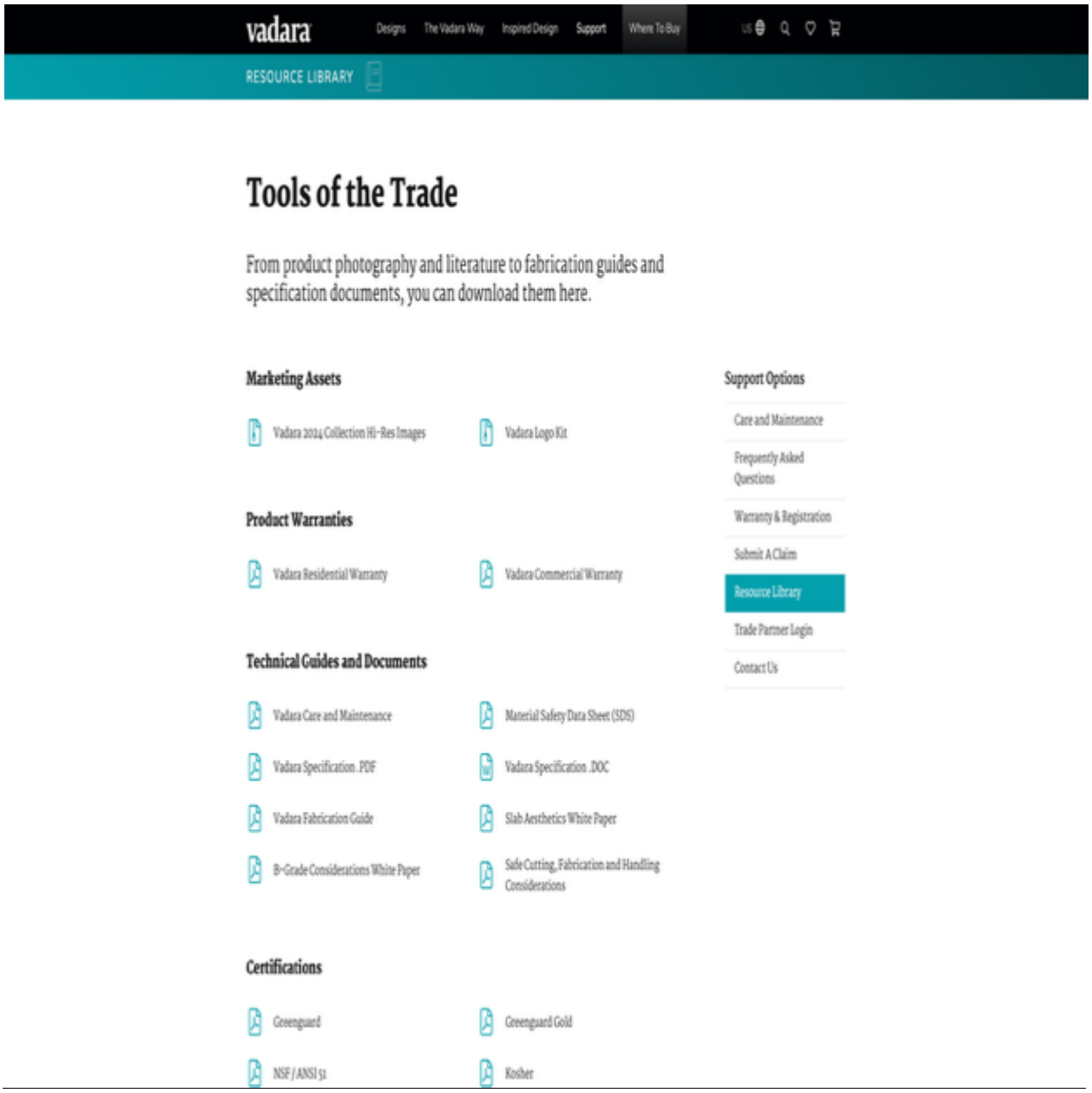
Ventilation: Use adequate ventilation to keep exposure to dust below recommended exposure levels. Avoid inhalation of dust. The highest probability of silica exposure occurs during installation using dry cutting methods. Wet cutting methods and exposure control methods set forth in Table 1 of 29 CFR § 1926.1153 are recommended.

Respiratory Protection: Use of a properly fitted NIOSH/MSHA approved particulate respirator is recommended when cutting quartz products for installation.

Eye Protection: Use dust-proof goggles or safety glasses with side shields. Contact lenses may absorb irritants. Do not wear contact lenses in work areas.

Skin Protection: Cotton or leather work gloves should be worn when cutting this product to minimize skin exposure to dust and/or cuts. Wash hands prior to eating, drinking, or smoking, and at the end of the work shift, after cutting operations are conducted.

Vadara



https://www.vadara.com/support/resource-library/

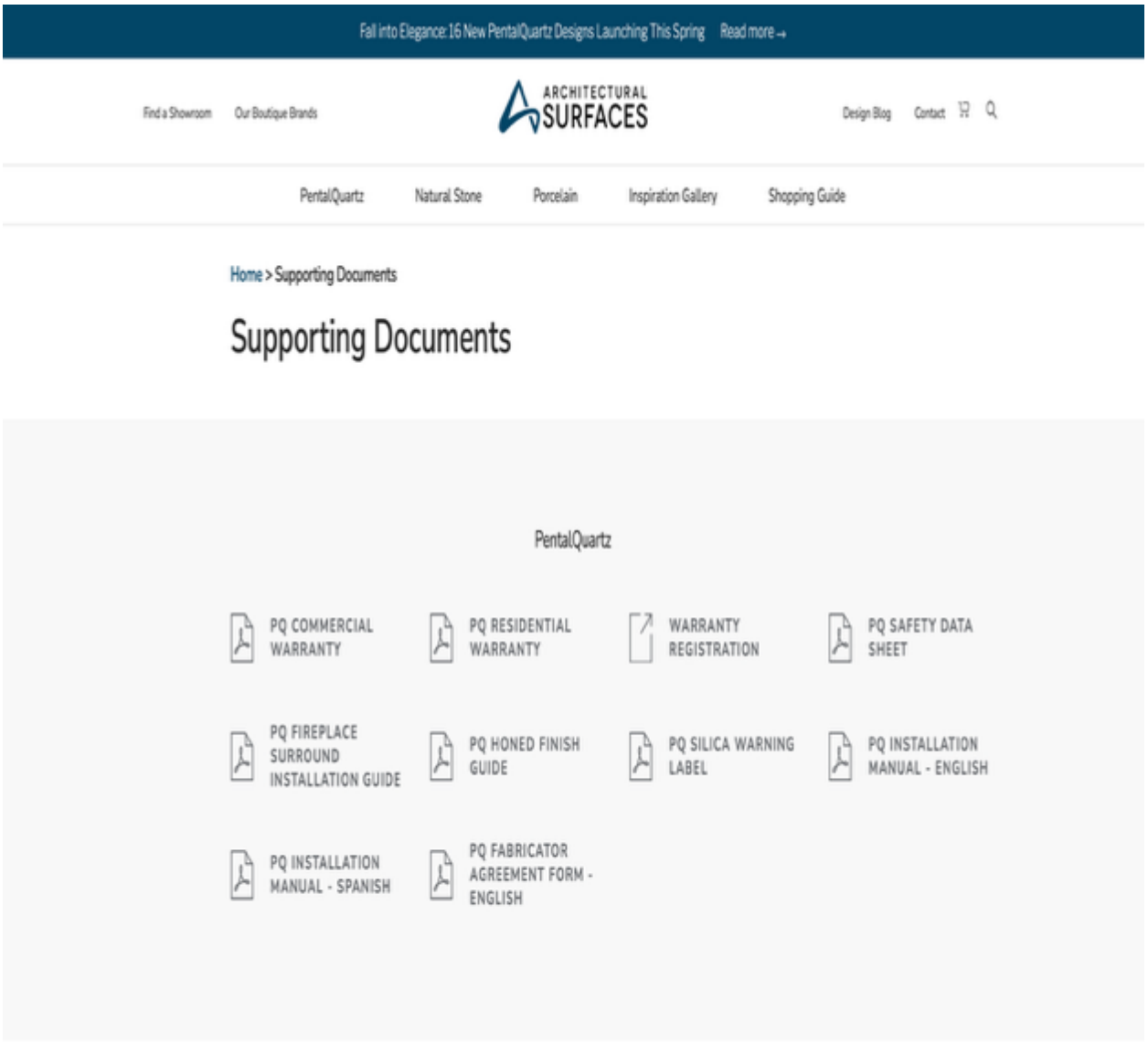
Section 8. Exposure Controls / Personal Protection

Engineering Controls:	Provide appropriate exhaust ventilation at places where dust is created.
Exposure Limit Values:	Not appropriate for material as shipped from manufacturer. When cutting or grinding for example, workers should seek from their employer appropriate personnel protective equipment as required by the work environment conditions and equipment.
Personal Protective Equipment (PPE)	
Eye/Face Protection:	Wear appropriate safety glasses with side shields.
Hand Protection:	For additional protection, wear protective gloves.
Respiratory Protection:	In case of insufficient ventilation, wear suitable respiratory equipment. Dust masks do not provide suitable respiratory protection.
Foot Protection:	Safety shoes are recommended when handling material.

Section 9. Physical and Chemical Properties

Appearance:	Multicolored solid stone-like surface
Odor:	None
Odor Threshold:	No applicable data available
pH:	No applicable data available
Melting Point / Range:	No applicable data available
Boiling Point / Range:	No applicable data available
Flash Point:	Does not flash
Evaporation Rate:	No applicable data available
Flammability (Solid, Gas):	May form combustible dust concentrations in air
Upper / Lower Explosion Limits:	No applicable data available
Vapor Pressure:	No applicable data available
Vapor Density:	Vapor pressure
Relative Density:	2.2 – 2.4 g/cm3

Architectural Surfaces



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https://arcsurfaces.com/supporting-documents/

Do not engage in any dry sweeping, shoveling, disturbing, or other dry clean up of wastes, dusts, debris, or other materials that may contain crystalline silica.
Information about protection against explosions and fires: No special measures required.

Conditions for safe storage, including any incompatibilities
Information about storage in one common storage facility:
Product should be properly stored and/or secured to prevent it from falling and breaking.
Store away from incompatible materials. See Section 10.
Store locked up.
Further information about storage conditions:
Dispose of contents/container in accordance with local/regional/national/international regulations.

Specific end use(s)
Recommended Processing Procedures: Natural and engineered stone slabs are not hazardous as shipped, or as used by the end customer after installation. However, exposure to crystalline silica dust during fabrication and processing of this product may cause cancer or other diseases. Exposure to dust must be controlled, below applicable occupational exposure limits, at all times. Always wet cut this product. DO NOT DRY CUT OR DRY POLISH THIS PRODUCT UNDER ANY CIRCUMSTANCES. Dry cutting this product generates unsafe levels of crystalline silica dust. Use of wet methods alone may not provide adequate control of dusts; additional methods may be needed. Always verify that dust control methods reduce exposure to concentrations below applicable exposure limits. Federal and State exposure limits are included on the product Safety Data Sheet. Always wear a respirator and other appropriate personal protective equipment when working with this product. Always use wet cleanup methods. Unsafe levels of crystalline silica dust can be generated when fabricating, cutting, sawing, routing, drilling, grinding, polishing, sanding, demolishing or otherwise working with this product, unless appropriate safety precautions are followed. For handling and use, you must review the Architectural Surfaces Safety Data Sheet at www.arcsurfaces.com or by scanning the QR code on this product.

8 Exposure controls/personal protection

Additional information about design of technical systems:
METHODS OF COMPLIANCE:
Non-High-exposure trigger tasks: The employer shall use engineering and work practice controls to reduce and maintain employee exposure to respirable crystalline silica to or below the applicable occupational exposure limits (i.e., Occupational Safety and Health Administration (OSHA) Permissible Exposure Limit (PEL) and Action Level (AL)), unless the employer can demonstrate that such controls are not feasible. Wherever such feasible engineering and work practice controls are not sufficient to reduce employee exposure to or below the PEL and AL, the employer shall nonetheless use them to reduce employee exposure to the lowest feasible level and shall supplement them with the use of respiratory protection.

High-exposure trigger tasks: The employer shall use the following engineering controls and work practices for all high-exposure trigger tasks, regardless of employee exposures, exposure assessments, or objective data.
(A) Engineering Controls. Effective wet methods, as defined in subsection (b), shall be used.
(B) Housekeeping and Hygiene:
1. Wastes, dusts, residues, debris, or other materials that are generated from high exposure trigger tasks or that otherwise contain or are contaminated with respirable crystalline silica shall be promptly and properly cleaned up and placed into leak-tight containers, bags, or equivalent. At a minimum, all such wastes, dusts, residues, debris, or other materials shall be cleaned up at the end of each shift or more frequently as needed to ensure there is no visible dust build-up in the workplace. [Also noted in Sections 6 & 7]
2. Wet methods or vacuum cleaners equipped with HEPA filters shall be used to collect all wastes, dusts, residues, debris, or other materials that are generated from high-exposure trigger tasks or that otherwise contain or are contaminated with respirable crystalline silica. [Also noted in Section 6]
3. Employees engaged in housekeeping tasks shall use respirator protection. [See respiratory protection below]
4. The employer shall provide readily accessible washing facilities. [Also noted in Section 7]

(Contd. on page 6)

(D) The following practices are prohibited for high-exposure trigger tasks, regardless of exposure levels.
1. Any use of compressed air:
   a. On waste, dust, debris, residue, or other materials that may contain crystalline silica;
   b. On any surface or clothing or body surface that may contain crystalline silica; and
   c. To back flush, backwash, or clean water, air, or other types of filters that may contain crystalline silica.
2. Any dry sweeping, shoveling, disturbing, or other dry clean-up of wastes, dusts, debris, or other materials that may contain crystalline silica.
3. Use of employee rotation as a means of reducing employee exposure to respirable crystalline silica.
4. Walking or moving equipment on or through dry dust, debris, residue, or other materials that may contain crystalline silica.
Technical measures and the application of adequate working methods take priority over the use of personal protection equipment.
Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits.

Control parameters

Components with limit values that require monitoring at the workplace:	
CAS: 14808-60-7 Crystalline Silica (quartz)	
PEL	Long-term value: 0.05* mg/m³ *resp. dust; 30mg/m3/%SiO2+2
REL	Long-term value: 0.05* mg/m³ *respirable dust; See Pocket Guide App. A
TLV	Long-term value: 0.025* mg/m³ *respirable particulate matter, A2

Regulatory information
PEL: Guide to Occupational Exposure Values (OSHA PELs)
REL: Guide to Occupational Exposure Values (NIOSH RELs)
TLV: Guide to Occupational Exposure Values (TLV)

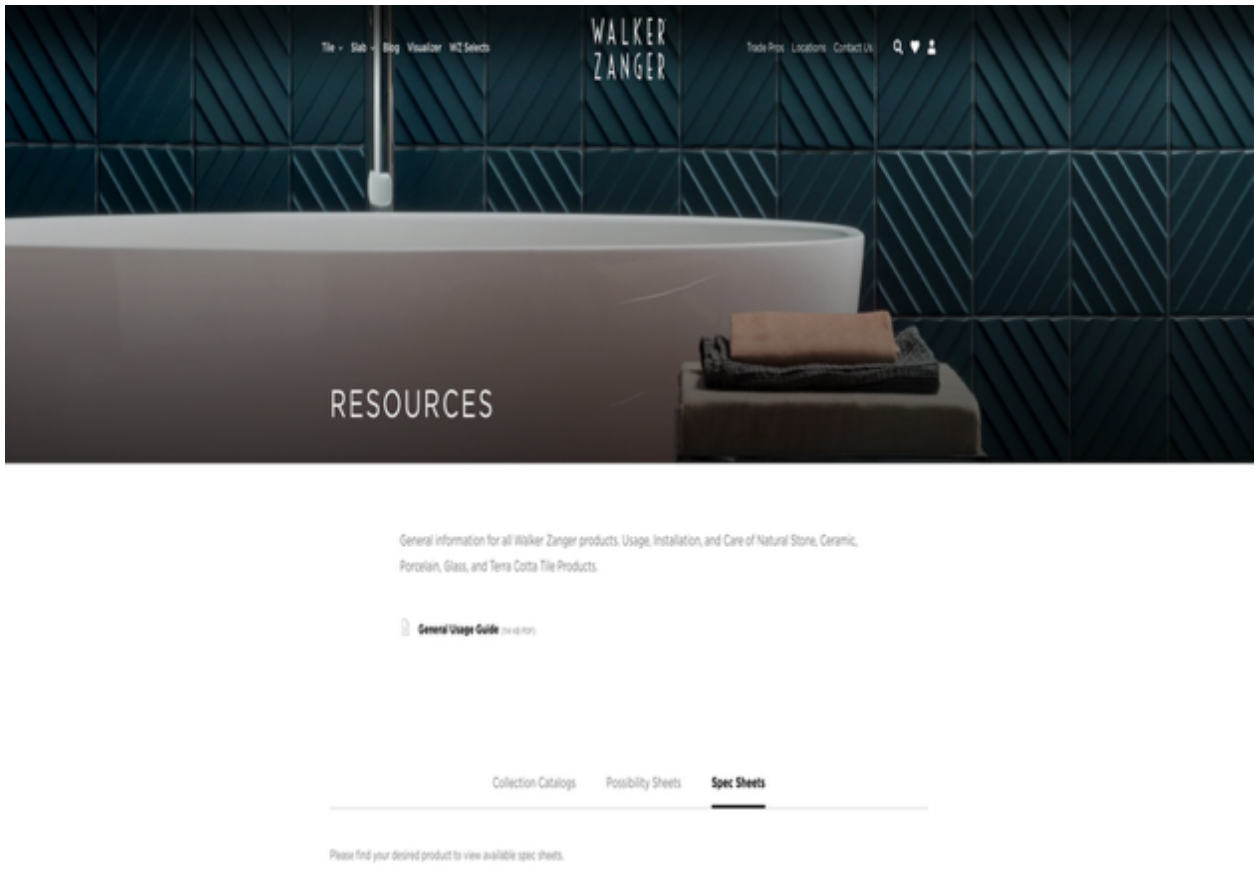
Regulatory information
The employer shall ensure that no employee is exposed to an airborne concentration of respirable crystalline silica in excess of 50 µg/m³, calculated as an 8-hour TWA.
Exposure assessment [per the Emergency Temporary Standard (ETS) issued by the California Division of Occupational Safety and Health (Cal/OSHA) for respirable crystalline silica (RCS)]
(1) General. The employer shall assess the exposure of each employee who is or may reasonably be expected to be exposed to respirable crystalline silica at or above the action level in accordance with either the performance option or the scheduled monitoring option. Regardless of exposures or expected exposures, all high-exposure trigger tasks shall be assessed by scheduled monitoring.

(2) Performance option. The employer shall assess the 8-hour TWA exposure for each employee on the basis of any combination of air monitoring data or objective data sufficient to accurately characterize employee exposures to respirable crystalline silica. Performance option does not apply to high-exposure trigger tasks; these tasks shall be assessed by scheduled monitoring.

(3) Scheduled monitoring option. (A) The employer shall perform initial monitoring to assess the 8-hour TWA exposure for each employee on the basis of one or more personal breathing zone air samples that reflect the exposures of employees on each shift, for each job classification, in each work area. Where several employees perform the same tasks on the same shift, on the same material and in the same work area, the employer may sample a representative fraction of these employees in order to meet this requirement. In representative sampling, the employer shall sample the employee(s) who are expected to have the highest exposure to respirable crystalline silica.
(B) If initial monitoring indicates that employee exposures are below the action level, the employer may discontinue monitoring for those employees whose exposures are represented by such monitoring. However, monitoring shall not be discontinued for high-

(Contd. on page 7)

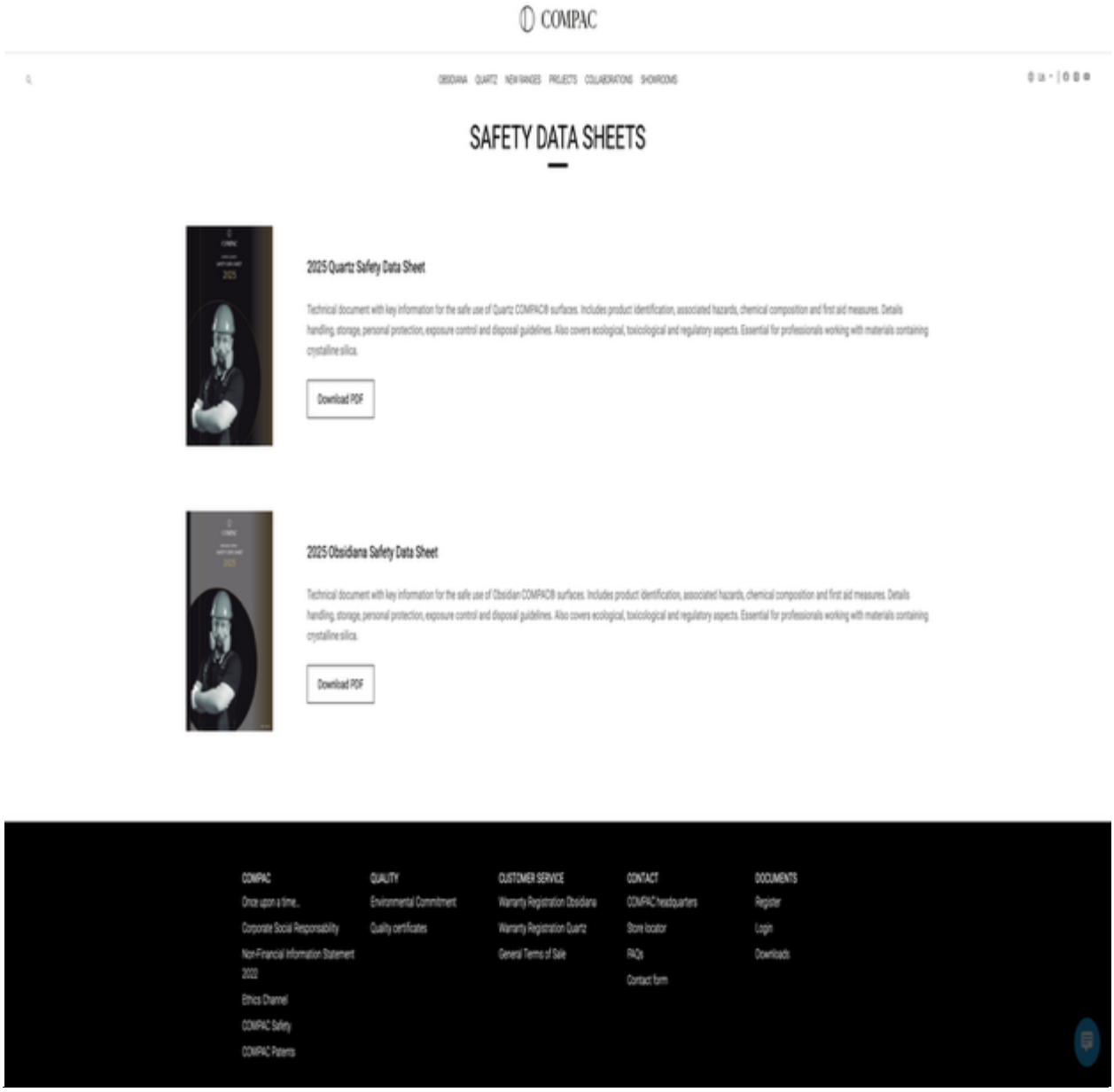
Walker Zanger



https://www.walkerzanger.com/resources/#spec-sheets

(Walker Zangers website does not provide an MSDS)

Compac



https://us.compac.es/compac-safety/

8.2 - Exposure controls

General measures:
We recommend consulting with an industrial hygiene and safety professional to monitor dust exposure. Always use tools with a water supply system. Always reduce the generation of airborne dust. Work in closed spaces with adequate ventilation that guarantee adequate air renewal in the workplace. Provide for appropriate cleaning and maintenance and adopt all necessary organizational measures. Dirty work clothes must be removed and washed separately.

Personal protective equipment:



1. Respiratory protection: Type P3 according to standard EN 143:2001 and its revisions 143/AC EN 2002, EN 2005 143/AC, or N95, R95, P95 or higher according to the General Industry Standard of OSHA 29 CFR 1910.134, and approved by NIOSH, Australian AS/NZS 1716 P1, P2 or better protection) or equivalent protection meeting respective applicable local regulations, including working with water as a dust reducing agent during the preparation of COMPAC Quartz.



2. Hand protection: The use of mechanical protection is recommended to avoid cuts when handling slabs.



3. Eye protection. The use of eye protection in accordance with EN166:2001, OSHA General Industry Standard 29 CFR 1910.133, or equivalents complying with the respective applicable local regulations is recommended.



4. Skin protection: The use of skin protection is not necessary, but the use of work clothes that prevent contact of the dust with the skin is strongly recommended. Wash hands with soap and water to remove dust from processing before breaks and at the end of a shift.

OSHA, Cal/OSHA, NIOSH, & Natural Stone Institute (NSI)

OSHA, Cal/OSHA, NIOSH, have published best practices, standards, and recommendations intended to reduce worker exposure to respirable crystalline silica during fabrication and installation of stone and quartz products. The Natural Stone Institute (NSI) has published these as well and offers training as well. These guidelines emphasize the use of engineering controls such as wet cutting, local exhaust ventilation (LEV), and HEPA-filtered dust extraction as the primary means of controlling airborne silica dust. While these measures are essential components of the hierarchy of controls, their effectiveness is variable and depends on several factors, including the quality and design of equipment, the consistency of work practices, the adequacy of maintenance, and human factors that influence how equipment is actually used during real world production.

Artificial stone typically contains significantly higher crystalline silica content than most natural stone materials, commonly exceeding 90 percent silica, and it is intentionally pulverized during slab manufacturing making it nano-sized, before it is mixed with toxic metals and resins (that produce VOCs). As a result, cutting, grinding, and polishing these materials, particularly in high-volume operations, can generate extremely high amounts of nano-sized respirable silica and other toxic dust. The volume of dust produced during continuous fabrication of artificial stone can exceed the capture capacity of even well-designed engineering controls. This concern increases when multiple fabrication processes occur simultaneously in typical modern production shops.

The reports published by OSHA, Cal/OSHA, NIOSH, and even NSI display exposure data often rely on spot or short duration sampling. These isolated sampling strategies do not capture real world continuous, task-specific exposure across diverse shop layouts, equipment configurations, operator techniques, and installation environments. As a result, their reports do not represent the real exposure conditions present in high-volume fabrication shops where multiple saws, routers, in-line edgers, grinders, and polishers

are operating simultaneously. Engineering controls that appear effective when tested on a single tool operated under isolated conditions will not achieve the same degree of exposure when several dust-generating processes occur simultaneously, overwhelming airflow capacity, water delivery systems, or dust filtration equipment. The end result is these studies significantly underestimate the actual real-world exposure.

They also state when engineering and work practice controls alone are insufficient, as is frequently the case in high-volume artificial stone fabrication, respiratory protection must be used as a secondary safeguard. This instruction is vague and contradictory as they specifically mention the fallibility of recommended controls. NIOSH and even NSI similarly emphasize that engineering controls are essential but not infallible, yet only recommend testing annually or upon process changes.

Their presentations rely on spot field testing and some full-shift samples, but it does not show continuous, task-by-task exposure profiles across many shops and installation sites. Therefore, results do not represent different high-volume simultaneous operations. Without broad real-world sampling across shifts, tools, operators, and installation environments, conclusions stating “can meet PEL” are not proven in my professional opinion as “can meet” is not the same as remaining continuously below.

Slab Manufacturer/Supplier Knowledge and Conduct

Training

In my experience, artificial stone manufacturers, distributors, suppliers, and Big Box retailers did not communicate any silica-related hazards at any time, through any method, or at any industry event prior to approximately 2019–2020. Even after that period, the limited warnings that did appear were sporadic, vague, and often misleading. They were frequently phrased in ways that minimized the severity of the hazard, omitted essential information about respirable crystalline silica (RCS) and other artificial stone toxins. At no point did manufacturers, distributors, suppliers, or Big Box retailers provide clear, accurate, or actionable guidance regarding the extreme risks associated with artificial stone fabrication or the controls necessary to protect workers.

Slab manufacturers, distributors, suppliers, and Big Box retailers routinely sent representatives or trainers to ASW, approximately once a year, to instruct on material handling, fabrication, and installation techniques as required under their product warranties. However, these trainings did not included warnings about silica/toxic hazards or instructions on silica/toxin-control practices. Artificial stone quartz manufacturers consistently advised fabricators to use water when cutting, grinding, or polishing but this guidance was presented solely as a means to cool diamond tooling, prevent overheating, and avoid cracking the slab that could lead to warranty claims. At no point did manufacturers explain that wet methods were necessary to reduce respirable crystalline silica (RCS) or other toxin exposure or protect worker health. The emphasis was on minimizing product damage and avoiding warranty expenses, not worker safety.

Many fabricators avoided working with Dekton because of its difficulty to cut, fabricate, and install. In response, Cosentino (C&C North) frequently offered extensive on-site training and hosted sessions at their centers to teach fabricators how to work with Dekton more efficiently, with the clear goal of increasing product adoption and sales. However, no comparable effort was ever made to train or warn fabricators about silica hazards associated with artificial stone. While significant resources were dedicated to improving Dekton fabrication speed and reducing breakage, there was not an emphasis

on respirable crystalline silica (RCS)/toxin risks or the controls necessary to protect workers.

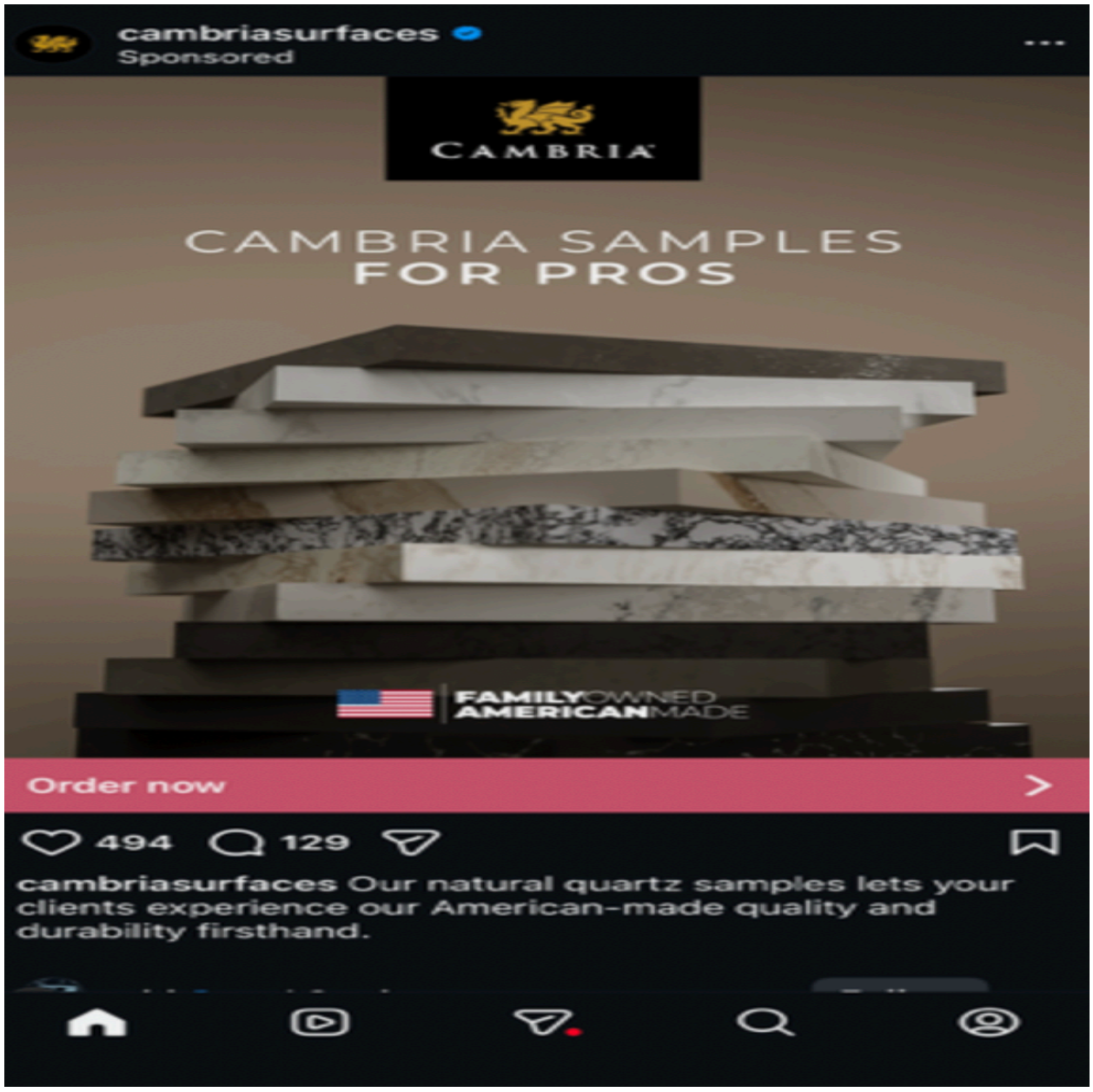
In practical reality, artificial stone quartz slab manufacturers and suppliers did not provide true certification with formal training, requirements, or guidance addressing the hazards associated with silica or other harmful components in their products. They also failed to offer instruction on how to minimize either visible or invisible dust generated during installation. As a result, fabricators were left without any meaningful information or direction on how to recognize, assess, or control respirable crystalline silica (RCS)/toxin exposures despite the dangers associated with working engineered quartz materials.

Marketing

Artificial stone quartz slab manufacturers and suppliers prominently brand their slabs across both the front and back surfaces, often with large digitally printed words and logos on the back of the slabs, yet until very recently, they did not include any safety or silica-related warning labels on the slabs themselves or within accompanying paperwork. This is significant as it is known that many employees in stone shops such as drivers, warehouse personnel, cutters, fabricators, and installers do not read English fluently. While these workers could easily identify the brand due to the heavy and unmistakable product markings, they were not provided with clear, visible, or comprehensible warnings alerting them to the severe health risks associated with respirable crystalline silica (RCS)/toxic exposure.

Cosentino, Caesarstone, and Cambria advertised that their artificial stone quartz slabs contained approximately 96% quartz, resulting in significantly higher Respirable Crystalline Silica (RCS) content than many competing products. In my experience operating fabrication machinery, these slabs are noticeably denser and cut more slowly than lower-silica quartz brands, which often contain a higher proportion of resin. This difference in composition directly affects cutting behavior and is consistent with the substantially elevated silica content promoted by these major manufacturers.

Artificial stone quartz slab manufacturers/suppliers have consistently mis-marketed artificial engineered stone products to fabrication shops as “natural” stone products. This misleading terminology leads to confusion at the time of fabrication and installation as to what, if any, fabrication and installation dust control measures should be used for artificial engineered stone slabs that are different from long-standing actual natural stone fabrication and installation methods used in the stone industry for many decades.



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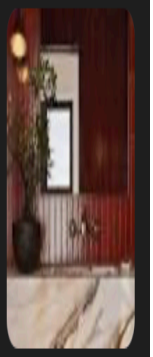
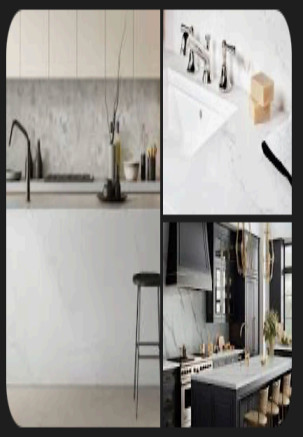


MSI Surfaces

https://www.msisurfaces.com › quartz-countertops

Quartz Countertops - Q Premium Natural Quartz

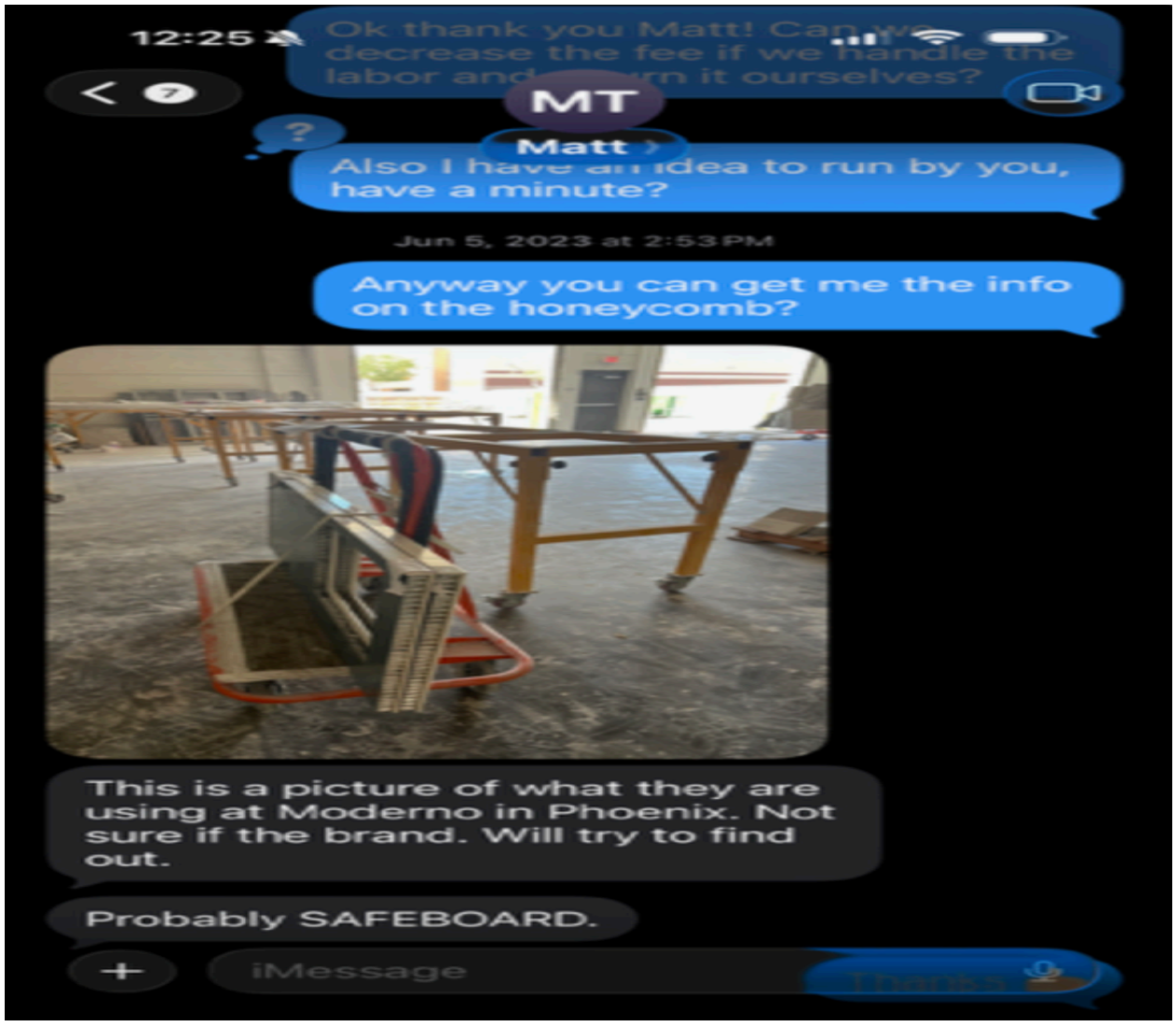
Q Premium Natural Quartz from MSI offers over 125 quartz styles in a wide range of patterns, including marble-looks, concrete-looks, and nature-inspired ...



Major artificial stone quartz slab manufacturers and suppliers began offering 2 cm slabs to compete with smaller exporters operating in California, Nevada, and Arizona, despite knowing that 2 cm material requires significantly more cutting, laminating, and edge-buildout to achieve standard finished profiles. These additional fabrication steps substantially increase the amount of handwork performed with circular saws and grinders, resulting in the generation of large quantities of visible and invisible respirable crystalline silica (RCS). Working with 2 cm slabs routinely produces airborne dust levels well above the permissible exposure limit (PEL), and manufacturers were fully aware of these implications when marketing less expensive thinner slabs to expand market share.

Many artificial stone quartz slab manufacturers and suppliers also market and offer cut-to-size countertop pieces for large-scale projects such as multifamily developments, hotels, and stadiums. Although these parts are fabricated overseas, they are typically shipped slightly oversized and require additional cutting, grinding, and polishing often performed dry and by hand on-site to achieve the correct dimensions during installation. Because of the pace and logistical realities of large construction projects, fabrication companies face time pressure and are rarely able to measure completed spaces far enough in advance to eliminate on-site cutting due to strict turnaround times. As a result, substantial fabrication work is performed at the jobsite, generating high levels of respirable crystalline silica (RCS) in environments where controls are seldom available.

As detailed in my report, I have personally raised this issue with both Cosentino (C&C North) and Cambria executives regarding why they're selling to outside distributors and retailers, knowing the silica risks and they both responded they did not want to lose the market share or revenue. It was clear to me that if one manufacturer was going to do it, so would the rest in order to compete and not lose sales.



The following photograph was texted to me on June 5th, 2023 by Matt Thurston, regional manager for Cosentino, from his visit to Moderno (modernoworks.com) in Phoenix a fabrication shop in Arizona which has 18 locations across the country and is considered a large company. It shows the floor covered in dust.

Fabrication Shop Knowledge

Around 2020, awareness of Respirable Crystalline Silica (RCS) hazards began to surface among some of the larger, more sophisticated fabrication shops as occasional media reports highlighted the emerging silicosis crisis. This information did not meaningfully reach small or mid-size shops until much later. As a result, a fabricator's knowledge regardless of shop size depended largely on personal exposure to media coverage, conversations with other fabricators, attending stone events, participation in fabricator networks, or individual relationships with specific quartz manufacturers or suppliers. Slab manufacturers, distributors, big-box retailers, and national builder partners did not provide dedicated silica-safety literature, training materials, or technical guidance that accurately described the extreme RCS risks associated with stone or quartz, and the level of controls required to work it safely.

Based on my experience, Cal/OSHA does not routinely inspect stone fabrication facilities for dust-control compliance. In more than two decades of operating a large fabrication shop, Cal/OSHA never conducted an inspection related to silica exposure or dust-control practices, and I have rarely heard of other fabrication shops receiving such visits. While Cal/OSHA offers voluntary consultation programs, it is unlikely that fabrication shops, many of which operate under tight production pressures, would willingly invite Cal/OSHA to scrutinize their operations and risk citations or shutdowns.

When Cal/OSHA did visit my facility in 2019 to investigate a foot laceration injury, the inspector did not ask a single question about dust control, silica exposure, or safety practices related to respirable crystalline silica, despite these being the most significant health hazards present in the shop.

Production Issues Related to Silicosis

Engineered quartz slabs commonly contain ninety percent or more crystalline silica, far exceeding the silica content found in most natural stones. When these materials are cut, ground, or polished, they release respirable crystalline silica dust. In the absence of engineering controls, including wet cutting, ventilation, and reliable respiratory protection, exposures far exceed permissible exposure limits. Production processes within many fabrication shops further increase these exposures due to the way work is scheduled, performed, and supervised.

Historically, stone fabrication was predominantly performed using dry methods. Workers were trained for years to use hand grinders, circular saws, and polishers without water, and these practices became deeply embedded in fabrication culture. When artificial stone entered the market, fabricators largely continued these same dry techniques, unaware that quartz dust posed a health hazard. Manufacturers of engineered quartz promoted their products as “natural”, creating the expectation that fabrication and installation would occur in the same manner as natural stone, without warnings regarding the elevated silica content or associated risks.

Production-related factors within stone and artificial stone fabrication shops directly contribute to the generation of respirable crystalline silica and the resulting risk of silicosis. Workflow design, cutting methods, equipment selection, time pressure, staffing, training practices, and supervisory oversight all play a critical role in exposure levels.

Fabrication shops, particularly those serving big-box retailers, national builders, commercial, or high-volume wholesale programs, operate under strict turnaround requirements that include rapid template-to-installation cycles, fixed installation windows, contractual penalties for delays, and high daily output targets. These pressures incentivize the use of the fastest fabrication methods, sometimes dry, and respirator use because it slows production. Shop managers, commonly evaluated on throughput and cost efficiency, often reinforce these practices without understanding the long-term health consequences.

Modern wet-cutting systems, CNC machinery, pneumatic polishers, and dust-control ventilation systems require substantial capital investment. Many small and mid-sized, unsophisticated shops lack wet saws, automated or semi-automated CNC saws and routers, local or mechanical exhaust ventilation, and proper slurry or water recycling systems. Instead, they rely heavily on circular hand saws, handheld grinders, and handheld sanders, which generate extreme levels of airborne dust when used dry. Even where CNC machinery exists, these systems have functional limitations that require continued manual processing.

Even in facilities equipped with sophisticated equipment, significant portions of the fabrication and installation process still require hand cutting, grinding, polishing, and finishing. These tasks remain largely uncontrolled and generate the highest concentrations of respirable dust. As a result, it is not feasible to consistently maintain exposures below the permissible exposure limit of 50 micrograms per cubic meter when fabricating either 2cm or 3cm stone or quartz materials.

Maintenance deficiencies further impact exposure. Water recycling systems require daily chemical treatment to prevent contamination, equipment degradation, and worker skin irritation. When water quality degrades, workers frequently turn off water to avoid irritation and revert to dry fabrication. Failures or inadequate maintenance of machinery or pneumatic air systems similarly result in a return to dry power tools. In mid-sized and larger shops, trench drainage systems are used to manage slurry generated during wet fabrication, however, slurry must be removed regularly to prevent accumulation and flooding. When slurry disposal is delayed, wet operations may be suspended to avoid production downtime, again resulting in a reversion to dry fabrication. Housekeeping practices are frequently compromised or avoided entirely due to production pressures.

Stone fabrication machinery typically has a lifespan of approximately five to seven years in the harsh environment created by stone and quartz processing. Machinery degrades due to water exposure, particularly where high iron content is present, as well as sludge and dust generated during cutting, grinding, and polishing. Without proper operation, cleaning, and

maintenance, equipment deteriorates prematurely, leading to downtime and further discouraging wet fabrication practices.

Resistance to personal protective equipment is also widespread. Many fabricators find respirators uncomfortable, hot, restrictive, and difficult to see or breathe through, particularly full-face respirators that fog or become splashed during wet operations. Workers frequently remove respirators due to heat, impaired vision, clogged filters, communication difficulties, water breaks, or general discomfort. These factors reinforce longstanding habits and undermine consistent use.

In many shops, worker skill is prioritized over safety. Experienced fabricators take pride in speed and craftsmanship, and management often tolerates deviations from safety practices because skilled workers are difficult to replace. Smaller shops, in particular, rely heavily on a limited number of key fabricators whose preferences effectively dictate fabrication methods and workflow.

Worker rotation is proposed as an administrative control to reduce individual exposure by alternating workers between high and low exposure tasks. In practice, effective worker rotation requires complex scheduling, extensive cross-training, and meticulous recordkeeping. Training an experienced fabricator or CNC operator typically requires approximately five years, while installers may require six to eight years to reach expert proficiency. High turnover and long training timelines make worker rotation impractical in real-world fabrication environments.

Most shops operate without written silica exposure control plans, respiratory protection programs, fit testing, medical evaluations, air monitoring data, or documented safety training. This absence is rarely willful and instead reflects the fact that many shops were not informed that engineered quartz required such measures.

Production-centered management further increases exposure risk. Shop owners and managers focus primarily on meeting installation schedules, controlling costs, minimizing waste, avoiding rework, maintaining quality, and protecting income and bonuses. Many were not trained or informed about the

elevated respirable crystalline silica hazard associated with artificial stone and therefore did not integrate safety controls into production planning.

Failures by engineered quartz manufacturers, distributors, and suppliers played a central role in these conditions. These entities marketed artificial stone as natural, safe, and easy to fabricate, provided incomplete or misleading warnings, and did not require or verify silica controls prior to slab sales. They failed to disclose that air monitoring, engineering controls, and respiratory protection were essential, leaving shops without reason to adopt costly or disruptive safety measures.

Small, unsophisticated shops operate on low cost and often cannot afford adequately sized facilities, modern machinery, dedicated wet stations, ventilation systems, or additional staff for housekeeping. Larger shops, while often better equipped, face high fixed costs and retailer-imposed pricing and production expectations. In Southern California, the average fabrication and installation price from small shops is approximately $27 per square foot, creating competitive pressure throughout the industry. To remain competitive, mid-sized and larger shops frequently underinvest in equipment, tooling, and maintenance, resulting in reduced safety compliance.

Comprehensive silica control requires wet cutting systems, ventilation, respiratory protection programs, air monitoring, training, housekeeping, personal protective equipment, and dedicated maintenance staff. The cost and complexity of these requirements discourage compliance, particularly when shops are not informed that such controls are essential. Even when controls are present, workers may disable or bypass them to increase production speed.

In my opinion, consistent air monitoring is the only reliable method to determine whether silica exposures exceed permissible limits, however, most shops have not conducted air sampling and lack the expertise required to do so. Air monitoring requires specialized equipment and laboratory analysis well beyond the knowledge base of most fabricators and owners. Because manufacturers failed to disclose the severity of the hazard, shops had no reason to develop monitoring capability.

For example, a cut measuring 1/8 inch by 1/8 inch alone can generate respirable crystalline silica concentrations exceeding OSHA's PEL of 50 micrograms per cubic meter in an 8-hour TWA.



Cutting the full depth of an 80 inch long, 3cm countertop using dry methods roughly takes 7 minutes and generates approximately 5,700 times that amount.



Dust Generated from a 7" Blade

Silicosis in the stone and quartz fabrication industry is therefore not the result of isolated mistakes or individual negligence. Certain fabrication and installation tasks predictably involve manual cutting, grinding, and polishing that are difficult to fully control using wet methods and ventilation under routine production conditions. Time pressure overrides safety considerations, workers lack training and hazard awareness, shops lack modern controls and monitoring capability, manufacturers and distributors fail to provide adequate warnings if any, and economic pressures incentivize speed over protection. Because artificial stone is the most widely used countertop material in current fabrication practice, these production realities are magnified, resulting in substantially elevated respirable crystalline silica exposure levels.

The production practices described in this report reflect systemic failures across the supply chain, inadequate hazard communication, and longstanding fabrication culture, all of which contributed to excessive respirable crystalline silica exposures in shops of all sizes.

Real-World Limitations of Human-Dependent Exposure Controls

Controls such as respirators, dust booths, local exhaust ventilation (LEV), HEPA-filtered vacuums, and handheld water-suppression tooling are cited as measures to mitigate exposure to respirable crystalline silica (RCS). While these controls may demonstrate reductions in airborne dust under controlled conditions, they cannot be guaranteed to provide reliable or sustained protection in real-world workplaces. Their effectiveness is inherently dependent on human behavior, consistent use, proper maintenance, supervision, environmental conditions, and production pressures. As a result, reliance on these controls does not equate to reliable prevention of hazardous silica exposure, particularly in high-risk settings such as artificial stone fabrication and installation.

Respiratory protective equipment: its real-world effectiveness is fundamentally uncertain. Proper protection requires correct respirator selection, formal fit testing, daily seal checks, timely cartridge replacement, and continuous use for the duration of exposure. Facial hair, changes in body weight, facial structure, and movement during work tasks degrade respirator fit and protection. Respirators are frequently removed for comfort, hydration, communication, or relief from heat. Maintenance failures such as expired filters or damaged seals are common. Supervisory enforcement is often inconsistent, particularly in small workshops. In practice, respirators may reduce exposure but do not eliminate it, and their effectiveness cannot be assumed over full work shifts or across years of employment.

Dust booths and partial enclosures: have varying degrees of effectiveness depending on work practices, part size, shop layout, and design limitations. Workers often move around within the booths during cutting or grinding, placing their breathing zone directly within the dust flow. Airflow patterns are disrupted by worker movement, tool positioning, and slab orientation, while doors, curtains, or barriers (if any) are routinely left open to facilitate workflow. Consequently, dust booths allow significant respirable silica to escape into both the worker's breathing zone and the surrounding workspace.

Local exhaust ventilation systems: can be effective only when fabricating inside or outside corners under ideal positioning conditions. In real-world settings, capture effectiveness decreases rapidly as worker movement increases the distance from the hood or alters tool positioning. Flexible hoses are frequently repositioned, damaged, or obstructed during normal operations, and filters degrade and get clogged over time, reducing airflow and capture rate. As a result, LEV performance in the stone and quartz industry cannot be assumed to operate at its intended design effectiveness.

HEPA-filtered vacuums: are commonly recommended for dust control and housekeeping; however, their effectiveness is limited in practice. During cutting or grinding, these vacuums are typically handheld and therefore highly dependent on consistent and correct human use. Workers may substitute dry sweeping or compressed air for speed and convenience, particularly under production pressure. In addition, vacuum hoses, seals, and filters are subject to wear, improper maintenance, or delayed replacement, all of which further degrade performance. Importantly, vacuuming occurs only after dust has already been generated, become airborne, and potentially inhaled. As a result, HEPA vacuums do not prevent exposure during active cutting, grinding, or polishing and cannot be relied upon as a primary protective measure.

Handheld water-suppression tooling: is frequently promoted as a key control for silica exposure, yet its real-world performance is limited and inconsistent. Water flow rates vary and are often insufficient to fully suppress fine dust particles. Spray patterns are affected by tool angle, part shape, and operator technique, and water delivery systems are prone to blockage, lack of water supply, or intentional reduction to improve visibility or workflow. Wet slurry produced during cutting or grinding dries on surfaces, allowing silica dust to become airborne during handling or cleanup. While wet methods may reduce visible dust, they do not completely eliminate airborne respirable crystalline silica.

OSHA recognizes that respirators are inherently unreliable as a primary exposure control because their effectiveness is highly dependent on human behavior, including proper selection, fit, maintenance, and continuous use. For this reason, OSHA classifies respirators as a secondary line of defense rather than an acceptable primary control for hazardous exposures such as respirable crystalline silica. However, many of the engineering controls that OSHA approves and promotes, including wet cutting, local exhaust ventilation, dust booths, and housekeeping measures, are also dependent on human action for proper implementation, positioning, maintenance, and consistent use.

In practice, these controls are subject to the same human factors that undermine respirator effectiveness, including variability in worker behavior, production pressure, inconsistent maintenance, and deviations from prescribed procedures. Despite this, OSHA treats these measures as capable of providing effective primary exposure control under the assumption that they are correctly designed, properly maintained, and consistently used as intended. This relies on idealized conditions that do not exist in real-world fabrication and installation environments.

As a result, while OSHA prioritizes engineering and work-practice controls over respirators, the practical effectiveness of these controls in maintaining respirable crystalline silica exposures below the permissible exposure limit is compromised by human factors. Therefore, regulatory approval of these measures as “effective” controls does not guarantee protection under actual real-world workplace conditions.

The best control according to OSHA is elimination of the crystalline silica artificial stone [OSHA, 2016; NIOSH, 2015].

Affected ASW Employees

I am aware of the following ASW employees who have been diagnosed with silicosis.

Nathan Rios

Nathan Rios was diagnosed with simple silicosis in late 2025. He worked at Aegean Stonework's (ASW) from 2019 to 2021, a highly sophisticated, semi-automated facility equipped with advanced engineering controls and comprehensive PPE protocols. His only role involved operating a CNC sawjet, which primarily entailed loading and unloading slabs and initiating the machine's cutting programs. Nathan was provided with and wore the following PPE: a dual cartridge respirator, hard hat, ear and eye protection, high-visibility coveralls, gloves, and steel-toe boots. Approximately 85% of the material he cut was artificial stone quartz, with the remainder being natural stone and porcelain. Of the quartz processed, about 70% consisted of 2cm and 3cm Hybriq Silestone, which contains roughly half the silica content of standard Silestone (which typically exceeds 90% silica).



Daniel Cisneros

Daniel Cisneros was employed at Aegean Stoneworks for more than 20 years. He began his employment in the demolition and preparation department, where he spent several years learning foundational fabrication and installation processes. He was subsequently promoted to operate both the CNC router and CNC waterjet, demonstrating proficiency with advanced fabrication machinery. Daniel was later promoted again to the position of Production Manager, a role he held until the company's closure. Daniel was provided with and wore the following PPE: a dual cartridge respirator, hard hat, ear and eye protection, high-visibility coveralls, gloves, and steel-toe boots. Approximately 85% of the material he cut, fabricated, and installed was artificial stone quartz, with the remainder being natural stone and porcelain. Of the quartz processed, about 70% consisted of 2cm and 3cm Hybriq Silestone, which contains roughly half the silica content of standard Silestone (which typically exceeds 90% silica). In this capacity, he was responsible for overseeing and managing the following departments working on stone and quartz surfaces:

- Receiving
- Cutting
- Laminating
- Edging
- Finishing
- Quality Control
- Shipping

Victor Soto

Victor Soto was employed at Aegean Stoneworks for approximately two years. He was hired as the General Manager and remained in that position for the entirety of his employment. In this role, he was responsible for overseeing management across all departments within the company, ensuring coordination, workflow efficiency, and operational consistency throughout the fabrication and installation processes. Approximately 85% of the material was artificial stone quartz, with the remainder being natural stone and porcelain. Of the quartz processed, about 70% consisted of 2cm and 3cm Hybriq Silestone, which contains roughly half the silica content of standard Silestone (which typically exceeds 90% silica). He was responsible for overseeing and managing the following departments working on stone and quartz surfaces:

- Engineering
- Fabrication and Installation
- Project Management

Victor Soto Jr

Victor Soto Jr. was employed at Aegean Stoneworks for approximately seven years. He was initially hired as an engineer responsible for drafting digital templates and programming CNC machinery. He later transitioned into a production role, where he supported day-to-day fabrication operations. Shortly before the company's closure, he was promoted to Project Coordinator Manager, overseeing project flow, scheduling, and coordination between departments. Approximately 85% of the material was artificial stone quartz, with the remainder being natural stone and porcelain. Of the quartz processed, about 70% consisted of 2cm and 3cm Hybriq Silestone, which contains roughly half the silica content of standard Silestone (which typically exceeds 90% silica). He was responsible for overseeing and managing the following departments working on stone and quartz surfaces:

- Engineering
- Fabrication and Installation
- Project Management

Carlos Soto

Carlos Soto was employed at Aegean Stoneworks for several years, during which he served as the Manager of the Edging Department. In this capacity, he oversaw production activities involving stone and quartz materials, including the operation of CNC routers and automated in-line edging equipment utilizing water as a process control. His responsibilities included supervising departmental staff, coordinating routine maintenance, and performing necessary mechanical repairs to ensure the continuous and efficient operation of the machinery under his oversight. Carlos was provided with and wore the following PPE: a dual cartridge respirator, hard hat, ear and eye protection, high-visibility coveralls, gloves, and steel-toe boots. Approximately 85% of the material he fabricated was artificial stone quartz, with the remainder being natural stone and porcelain. Of the quartz processed, about 70% consisted of 2cm and 3cm Hybriq Silestone, which contains roughly half the silica content of standard Silestone (which typically exceeds 90% silica).

Mario Martinez

Mario was employed at Olympic Stone for approximately five years. He was hired as a fabricator and remained in that position throughout his tenure. His primary duties included laminating, performing custom hand-finishing work (grinding), and polishing stone and quartz surfaces. These tasks required the routine use of necessary dry hand tools in conjunction with an overhead ventilation system as well as water-assisted power tools, both of which generate airborne dust. As a result, his work placed him in direct contact with materials and fabrication processes known to produce respirable crystalline silica. Approximately 75% of the material he fabricated was artificial stone quartz, with the remainder being natural stone.

Marlon Omar Martinez

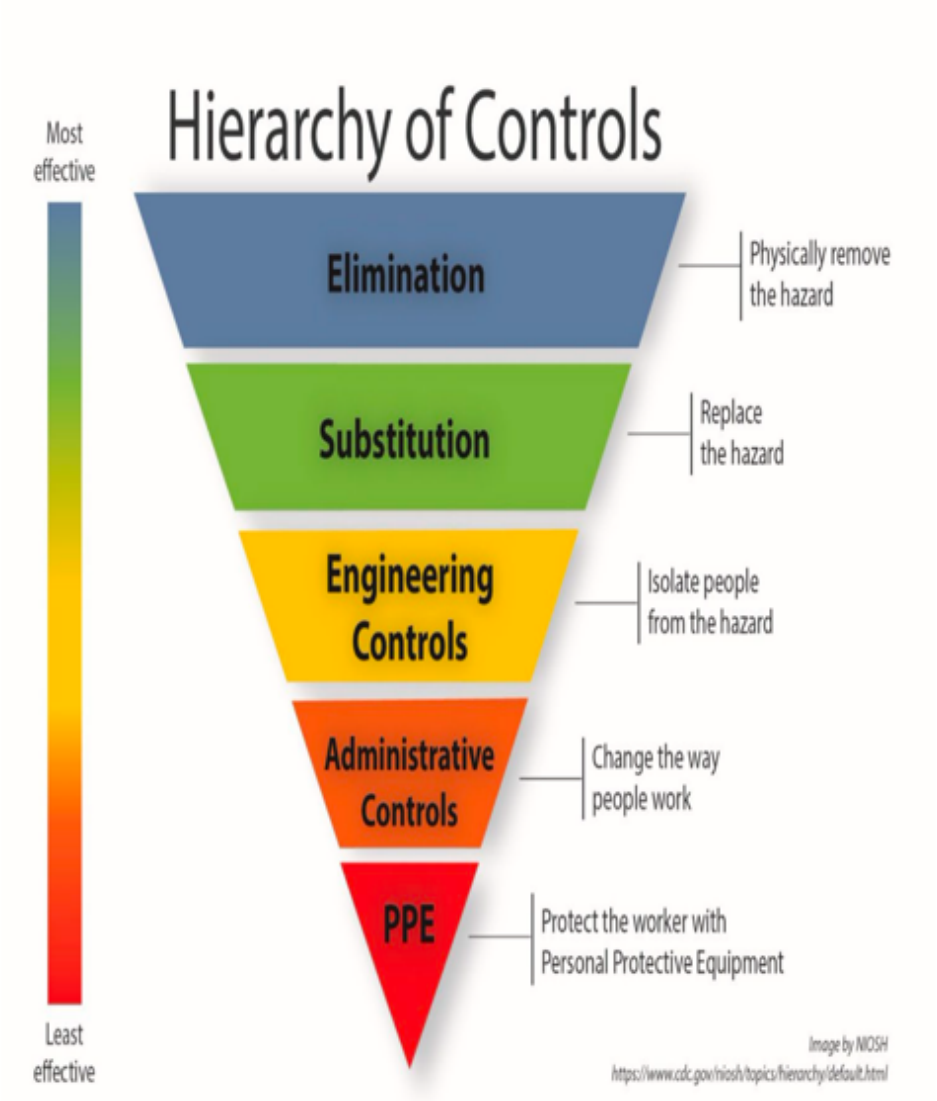
Marlon was employed at Olympic Stone for approximately two years. He was hired as an installer and remained in that position throughout his tenure. His primary duties included cutting parts to size along with cutouts, preparing and finishing seams, and performing polishing work on stone and quartz surfaces as needed. These tasks required the use of hand tools and power tools generating airborne dust, even when used with a HEPA vacuum and limited water. As a result, his work placed him in direct contact with materials and processes associated with respirable crystalline silica exposure during installation activities. Approximately 75% of the material he fabricated was artificial stone quartz, with the remainder being natural stone.

Francisco Abarca

Francisco was employed at Olympic Stone for approximately eight years. He was hired as a fabricator and remained in that role for the duration of his employment. His primary duties included laminating, performing custom hand-finishing work (grinding), and polishing stone and quartz surfaces. These tasks required the routine use of dry hand tools in conjunction with an overhead ventilation system, as well as water-assisted power tools, both of which generate airborne dust under operating conditions. Consequently, his responsibilities placed him in direct contact with materials and fabrication processes associated with respirable crystalline silica exposure. Approximately 75% of the material he fabricated was artificial stone quartz, with the remainder being natural stone. Unfortunately, Francisco passed away from severe silicosis in 2025.

Hierarchy of Controls

As a sophisticated fabrication shop owner, I learned about the hierarchy of controls to try to protect my workers.



Elimination: Artificial stone has become the predominant countertop material in the marketplace, driven largely by the successful marketing strategies and exclusivities of slab manufacturers and suppliers. Fabrication shops, as downstream businesses, must fabricate whatever materials are demanded by consumers and contracted clients. In many cases, artificial stone manufacturers and suppliers maintain exclusive supply agreements with major large-volume retail chains, national builders, and developers. As a result, when a fabricator enters into a contract with an entity such as The Home Depot, Shea Homes, or W.E. O'Neil the fabricator is obligated to fabricate the specific product designated in the program or project. Failure to do so would constitute a breach of contract and would result in termination from the program and loss of a significant customer account. Given these constraints, true elimination which is the highest and most effective level of the Hierarchy of Controls cannot be achieved at the fabrication shop level. The authority to remove artificial stone quartz from the market rests solely with the slab manufacturers, suppliers, and the large retailers who specify and control product selection. Consequently, fabricators have no practical ability to eliminate this hazardous material from their operations, despite the well-documented risks associated with respirable crystalline silica in artificial stone. The ban on crystalline silica artificial stone in Australia has proven than when forced by regulation, the slab manufacturers, distributors, suppliers, and Big Box retailers can incredibly swiftly replace it with recycled glass (amorphous silica) slabs that are essentially the same except are safe for workers.

Engineering Controls: For fabrication companies, the most effective measures available to reduce worker exposure involve the implementation of engineering controls designed to suppress or capture dust at the source. These include equipment intended to minimize visible dust generation, limit worker proximity to dust-producing processes, and improve overall air quality through supplemental filtration systems. However, outfitting a facility with the most protective engineering controls is both capital-intensive and time-consuming, rendering full implementation economically unsustainable for many shops operating within the constraints of current market pricing. While certain engineering-control technologies have become increasingly available for use in fabrication shops, comparable options for installation work remain limited. It is also important to note that the majority of engineering controls

now recognized as essential for reducing respirable crystalline silica exposures were not widely available or commercially viable prior to approximately 2005, further constraining historical adoption.

Administrative Controls: Administrative control measures are largely impractical in this setting because nearly every fabrication and installation process generates visible and/or invisible dust, and production operations are continuous. Worker rotation, one of the primary administrative strategies for limiting individual exposure duration, is not feasible in the stone and quartz industry due to the extensive training required for each specialized task and the high turnover typically associated with these positions. As a result, administrative controls offer minimal meaningful impact on reducing respirable crystalline silica exposure in stone and quartz fabrication and installation environments.

Personal Protective Equipment: PPE is typically issued, however, its overall effectiveness in this environment is limited, and consistent use is difficult to enforce or reliably maintain. PPE should be viewed as the least effective control measure and a second line of defense, providing only marginal protection when higher-level controls are inadequate or absent.

Case Specific Materials

Based on my professional experience, which includes reviewing air monitoring data, and a close understanding of the engineering controls available under real-world production conditions, I conclude the controls in place did not reliably prevent respirable crystalline silica from becoming airborne under routine production conditions and that it is not feasible to consistently achieve compliance with the OSHA PEL of 50 µg/m^3 for respirable crystalline silica over an 8-hour TWA during either the fabrication or installation of stone or quartz.

This is due to:

- The extremely high silica content of artificial stone
- The limitations and variability of controls
- Reduces, but does not eliminate
- Under real-world production conditions
- The realities of field installation
- Continuous production volume and overload
- Market demand
- Human factors
- Not reliably achievable

In summary, the controls cannot be relied upon to consistently prevent hazardous exposure under real-world production conditions.

I have reviewed the Stone Work History of Wilmer Ruben Martinez Paredes. My general opinions as set forth above are all specifically applicable to this case. In addition, I have formed opinions as to Wilmer Ruben Martinez Paredes opportunities for exposure to dust from stone and quartz fabrication activities and his use of PPE, as well as the practical limitations on the abilities of his associated fabrication shops to have avoided that exposure.

Aki Vourakis

I reserve the right to supplement or revise my opinions if additional information becomes available, including but not limited to: air monitoring reports, shop layouts, manufacturer communications, or deposition testimony.