

Distributor Program

Introduction:

Thank you for your interest in our Distributor Program. Our Distributors are our most important customers and the resources of our company are placed firmly at the door step of our Distributors. We are committed to providing our Distributors with the best possible support. We sincerely appreciate the efforts of those who provide their company's time and resources to bring Stone Legends to a broader market.

In order to become a distributor, your company must be willing to dedicate some of your primary business to wholesale and must have an efficient delivery and warehousing system. Distributors that are interested in custom orders or have any questions, please contact one of our friendly Stone Legends representatives for more information.

Once we have confirmed that your company fulfills our requirements of experience and resources, We will contact you with the details of Distributor Agreement. We sincerely look forward to working with your company and developing a long and prosperous professional relationship.

Best regards,

Richard Carey
Executive General Manager
C.S.C.S., Inc.

As a manufacturer, we are always looking for new distribution channels in different areas of the US. In the construction industry the relationship between suppliers and buyers are highly important.

Benefits for becoming a Stone Legends distributor

1) Product

- a. Strong SL backing
- b. Exclusive
- c. High Profit
- d. High Technology (Trend setting)

2) Market (Niche)

- a. Potential Consumers (who and why consumers will use SL)
 - i. Quality product
 - ii. Brand loyalty
 - iii. High end consumers

2) Support

- a. Distributor Support (Distributor Programs)
 - i. Access to Referral Database
- b. National Advertisements
 - i. Architectural & Design magazines
 - ii. Internet

Advisory Note:

Please understand that we have two assets we vigorously protect, our intellectual property and our corporate image. We aggressively defend against any and all attempts to infringe on our intellectual property or corporate image. Use of anything except our approved labels on containers of our product, use of our logos or information on any product not produced by us, or use of any literature for marketing or distribution in a format or method not approved in writing by our company shall constitute a violation of, and immediate termination of, the Exclusive Distributor Agreement and liability for a claim of patent rights and trademark infringement, which will be pursued to the fullest extent of the law.

Application Form

Our primary goal is to optimally serve you and your customers. This information helps us do a better job of that.

Please take a moment to fill out this application so that we may get to know you better before approving your business relationship with our company. We've had great success with these relationships in the past and hope to continue this trend in the future.

Company Information		
Name of Company:		
dba name, if applicable:		
Mailing Address:		
City:	State:	Zip Code:
Phone:	Fax:	Cell:
Physical Address:		
City:	State:	Zip Code:
CEO Name:		
President Name:		
Type of Business:		
Years in Business:	Annual Sales:	
# of employees:	Number of Locations:	
Web Address:	Email Address:	
What percentage of your business is stone oriented?		
Products/Services You Offer:		
Federal Tax ID :		
State Tax ID :		
<i>Please list two job references:</i>		
Job Name:		Address
City:	State:	Zip Code:
Job Name:		Address
City:	State:	Zip Code:

Market and Sales Information

What is your requested geographical territory? (Please attach outlined map of area)

Desired Distribution Start Date:

How much cast stone do you expect to move in the next year? _____

How many years have you been working in the construction industry? _____

Please elaborate: _____

If accepted, you will receive a letter of acceptance and the appropriate agreement forms. If you are an individual or a partnership, you will be asked to fill out a Form W-9. Once all of the above is executed, you will receive the proper marketing materials

Business References:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Cell _____

Email: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Cell _____

Email: _____

All test data, specifications, and marketing materials, including documentation, are the copyright property of Stone Legends. All user manuals and documentation remain copyright property of Stone Legends, which retains the right to suspend, without prior notice, duplication authorization.

I am the designated representative of one of the above listed parties and, by this application, have read and agreed to the terms and conditions contained in the application.

Distributor Name: _____

Signature: _____

Date: _____

Commision Structure

This document is intended to describe the different levels of commission structure available to a Stone Legends field representative or distributor, expressing not just the commissions paid by Stone Legends, but also the privileges and responsibilities each specific level of relationship entails. Options will be listed in sequence with the increase of commissions entitled to each level. Each potential rep/distributor must exercise appropriate discretion prior to submitting projects for proposal; we will not entertain relationships which require us to bid multiple projects that show an aggregate closing rate of less than 30% over a prolonged period of time.

Level 1: Referral

We will pay a 3% commission on all Stone Legends charges for that specific job, excluding freight fees. A qualified referral will contain the following information (at a minimum):

- ◆ A Project Name
- ◆ A Project Address (zip codes suffice for proposals)
- ◆ A Primary Contact Name and phone/email information
- ◆ A Detailed Parts List, or Physical Drawings to bid from

We will do the rest, and pay you the commission after we receive payment(s) from contracted clients, for completed work.

Level 2: Rep Custom Work

We will price these materials at .020 multiplier, you can charge your clients retail @. 024. A qualified project will contain the following information (at a minimum):

- ◆ All of the information required for a Level 1 Project, as defined above
- ◆ Hard Copy of Updated Project Bid Documents
- ◆ Denote all areas & applications of stone on the structure using our Plan Review documents.
- ◆ A Specific designation of either "catalog" or "custom" for project profiles used in each area, noted within the Plan Review document.
- ◆ Your best Assessment of time frame for Stone On Site

You will receive the proposal from us, along with any qualifications, and the closing of the contract will be your responsibility. We will support your efforts from here as much as possible, but we require that the majority of job specific issues be handled by you at the point of sale. Some site visitation may be required of you in this process.

Commission Structure

Level 3: Non-Stocking Distributor

Jobs in this category are identified as 100% Catalog Units ONLY. We will price materials at .018 multiplier, you will charge your clients retail @. 024. Shipments may be either by our contracted carrier, or you may elect to arrange your own freight, FOB Dallas; with the following caveat:

Stone shipped on transport arranged by Stone Legends, Stone Magic, Stone Origins, or Cast Stone Commercial Services will be warranted free from shipping damage to the destination site. Stone which is shipped via transport arranged by you and picked up here by a transportation service of your choosing will not have shipping damage absorbed by Stone Legends, Stone Magic, Stone Origins, or Cast Stone Commercial Services; the expense of replacing freight damaged materials will be solely yours.

Level 4: Stocking Distributor

A "Stocking Distributor" will make the vast number of purchases from us in large production oriented quantities. Aggressive pricing targets full-pallet quantities of 100% catalog published stones, shipped in full truckload allocations. Stone is to be inventoried on your site for resale by you. We will price materials at .016 multiplier, you will charge your clients retail @. 024.

Discounted pricing based on product mix consigned to each truckload shipment.

You may elect to use our contracted freight hauler, or select one of your own (see caveat above), but in either case we will require a 5% overage in all products be added to each full truckload order. This overage is to "front load" for shipping damage, as we will not produce remake stone for materials sold at these discounts, unless faulty workmanship can be proven.

Distributor Terms of Sale

Warranty

The manufacturer warrants for one year to the purchaser that the material manufactured will pass compressive strength standards established by the industry to exceed 5000 P.S.I. when tested in accordance with C-1194. A free replacement will be provided for each product that fails to pass this test. This warranty does not cover any accessory materials or labor such as flashing, grouting, installation or any other related costs. The manufactured material must be installed by all applicable federal, state, and local building codes in order for the warranty to be valid. Manufacturer reserves the right to inspect, photograph, and remove samples of alleged defective product.

The manufacturer's warranty is exclusive and in lieu of all other warranties whether written, oral, implied, or statutory, excluding any warranty of merchantability or fitness for a particular purpose and expressly excludes liability for any incidental, consequential, or other damages, and liability based upon any alleged negligence, breach of duty or any other legal theory other than the limited liability warranty set forth above. The maximum liability shall not exceed the purchase price of the material provided.

This warranty expressly excludes liability for color variations, cracking, or chipping of manufactured materials.

This warranty gives you specific legal rights and there may be other rights that vary from state to state.

Return Guarantee

If breakage is due to manufacture defect, The product will be replaced free, for up to one year.

Discounts

Project Referral/Level 1 : 3% commission on all Stone Legends charges for that specific job, excluding freight fees

Non-Stock Distributor Products/Level 3: .20 distributor price factor (.24 suggested retail price)

Stock Distributor Products/Level 4: .16 distributor price factor (.24 suggested retail price)

Special Manufactured Products

Distributor Rep Custom Work/Level 2: We will pay a 10% to 25% commission on all Stone Legends charges for that specific job

Prices, specifications and terms are subject to change without prior notice.

