

EXHIBIT A
GENERAL TERMS & CONDITIONS FOR
PREMIER ROOFING DEALER™, PREMIER 2-STEP DISTRIBUTOR, AND
PRO-GRADE™ MASTER DISTRIBUTOR AGREEMENTS

1. **Agreement.** The terms and conditions contained herein shall become a part of your Premier Roofing Dealer™ Agreement, Premier 2-Step Distributor Agreement, or Pro-Grade™ Master Distributor Agreement, as applicable (the "Agreement"). Capitalized terms not defined herein shall have the definitions ascribed to them in the Agreement.

2. **Confidentiality.** During the term of the Agreement and after its expiration or termination, you shall keep confidential the confidential and proprietary information of GAF, including the contents of the Agreement and other details of the Program (other than details that are publicly available), and any other information about GAF's operations, marketing plans, and products, obtained as a result of your participation in the Program. Any such confidential information shall be used only for the operation of your business that is participating in the Program under the Agreement, and you shall divulge such confidential information and material only to your employees, subcontractors or agents (collectively, "**Representatives**") who need to know such information so that you may comply with the Program, provided that you shall be liable for any unauthorized disclosure by any of your Representatives.

3. **Trademarks.** GAF grants you a limited, non-exclusive, non-transferable license to use the name "GAF" and certain other trademarks, service marks, logos and slogans owned or licensed by GAF (the "**GAF Marks**") in connection with identifying yourself as a GAF Premier Roofing Dealer™, Premier 2-Step Distributor or Pro-Grade™ Master Distributor, as applicable and selling any GAF products in connection therewith, so long as such use is in full compliance with the provisions of the Agreement and in accordance with the rules prescribed from time to time by GAF. You shall limit your use of all GAF Marks to such uses specifically authorized under the Agreement and you shall conduct your business in a manner that reflects favorably at all times on GAF or its affiliates, the Program and the GAF Marks. You shall at no time engage in deceptive, misleading or unethical practices or conduct or perform any other act that may have a negative impact on the reputation or goodwill of GAF, the GAF Marks or any other member of the Program. In the event of any infringement of, or challenge to, your use of any name, mark or symbol GAF licenses to you, you must immediately notify GAF, and GAF will have sole discretion to take any action deemed appropriate in order to preserve and protect the ownership, identity and validity of the GAF Marks, and if any administrative proceeding or litigation takes place concerning the GAF Marks, GAF will control that action. GAF is not required under the Agreement to protect your right to use the GAF Marks or to protect you against claims of infringement or unfair competition arising out of your use of the GAF Marks. If it becomes advisable at any time in the sole discretion of GAF to modify or discontinue the use of any name or mark and/or use one or more additional or substitute names or marks, you will be responsible for the tangible costs (such as replacing signs and materials). GAF is not required to participate in your defense or indemnify you for any expenses or damages if you are a party to a proceeding involving one or more GAF Marks, regardless of the outcome of that proceeding. You may not contest, directly or indirectly, GAF's ownership, title, right or interest in the GAF Marks, or the trade secrets, methods, procedures and advertising techniques which are part of the Program, or oppose, petition to cancel, challenge, or contest GAF's right to register, maintain, use or license others to use the GAF Marks, trade secrets, methods, procedures or techniques.

4. **Independent Contractor.**

a. **Independent Contractor.** The parties understand and agree that the Agreement does not create a fiduciary relationship between them, that you are and shall be an independent contractor, and that nothing in the Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever. The Agreement is not a franchise agreement and does not create a franchisor-franchisee relationship. You shall defend, indemnify and hold harmless GAF, its affiliates, and their respective directors, officers and employees, against any and all claims and damages (including reasonable attorneys' fees) arising directly or indirectly from or as a result of your operations or conduct in respect of the Agreement.

b. Notice of License to Public. During the term of the Agreement and any extensions hereof, you shall hold yourself out to the public as an independent contractor, unaffiliated with GAF other than as a member of the Program, and you shall not identify yourself as an employee or agent of GAF.

c. Your Employees. You will be solely responsible for all employment decisions and functions, including hiring, firing, discipline, supervision, setting terms of employment and compensation and implementing a training program for employees of your business. You will never represent or imply to prospective employees and employees that they will be or are employed by GAF or any affiliate of GAF. GAF shall not control or have access to your funds or the expenditure thereof, or in any other way exercise dominion or control over your business or employees.

5. Assignment. GAF may sell, assign or otherwise transfer all or any part of its rights or obligations under the Agreement to any other person or legal entity, including a competitor, provided the assignee assumes all of GAF's assigned obligations. The rights, privileges and obligations of membership in the Program are granted only to you as the dealer or distributor under the Agreement and are not assignable or transferable in any manner, to any other person or entity, without the prior express written consent of GAF, which may be given or withheld in GAF's sole discretion.

6. Default and Termination.

a. Default with No Opportunity to Cure. GAF may, at its option, terminate the Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon your receipt of GAF's written notice terminating the Agreement if any of the following events occur: (i) if you become legally insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by you or such a petition is filed against and consented to by you, or if you are adjudicated bankrupt, or if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; (ii) if you or any person with direct or indirect control over your management or policies engages in deceptive, misleading or unethical practices, is charged with or convicted of any crime or offense that GAF believes is likely to have an adverse effect on the Program, the GAF Marks, the goodwill associated therewith, or GAF's or its affiliates' interest therein, or engages in behavior that, in the sole judgment of GAF, is in violation of your obligation to uphold the operating principles set forth in Paragraph 4a; (iii) if you attempt to transfer control of your business or any rights or obligations under the Agreement without GAF's prior written consent; or (iv) if you receive three written notices of default hereunder during a 12-month period, whether or not such defaults are cured after notice.

b. Default with Opportunity to Cure. You shall have 20 days after receipt of written notice to cure a default hereunder, including but not limited to failure to maintain the requirements set forth in Paragraph 4.b, and provide evidence thereof to GAF which is satisfactory to GAF. If any such default is not cured within the time specified, at GAF's option the Agreement shall terminate without further notice to you, effective immediately upon the expiration of the applicable cure period.

c. Termination for Convenience. Either party hereto may terminate the Agreement at any time provided and for any reason, or for no reason, provided that the terminating party provides the other party at least 30 days' prior written notice of any such termination.

7. Obligations upon Termination. Upon termination for any reason, expiration or a permitted transfer of the Agreement, all rights granted hereunder to you shall immediately terminate. You must permanently cease use of any GAF Marks and, at GAF's request, return any materials GAF provided to you under the Program. You must cease holding yourself out as a GAF Premier Roofing Dealer™, Premier 2-Step Distributor or Pro-Grade™ Master Distributor, as applicable. All accrued and unused Co-Op Marketing Dollars, as well as any interest thereto, shall immediately expire.

8. Disputes Between the Parties.

a. Resolution. The parties agree to make a diligent, commercially reasonable attempt to resolve any disputes arising out of or concerning the provisions of the Agreement or the Program. If the parties are unable to resolve a dispute within 15 days after notice from one party to the other, except for your violation of the confidentiality provisions in the Agreement or any misuse of the GAF Marks, such dispute shall be settled by final and binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the

“AAA”) at the offices of the AAA in the state nearest the location of your offices. The decision of the arbitrator shall be final and binding upon the Parties and shall be set forth in a written reasoned opinion, and any award may be enforced by either party in any court of competent jurisdiction. Except as may be required by law, neither party may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the other party.

b. Injunctive Relief. You acknowledge that irreparable injury may result to GAF and its business upon a breach or threatened breach of Paragraphs 5, 6, and 10 and that money damages may not be a sufficient remedy for any such breach. You therefore agree that upon any act in violation or threatened violation of any such provisions by you or your representatives, GAF shall be entitled, in addition to such other remedies now or hereafter available at law, in equity, by statute or otherwise, to seek damages and relief as may be available under applicable law, including obtaining a temporary restraining order and/or a permanent injunction prohibiting you from engaging in any such act or specifically enforcing the Agreement, as the case may be, without proof of damages or posting a bond.

9. Communications and Website. You agree and acknowledge that through membership in the Program, you consent to receive marketing and commercial communications and messages from GAF and third parties in any form or channel of communication, including but not limited to mail, e-mail, fax, or text message. You fully and completely release any and all claims you may have had in the past or may have in the future based on your receipt of marketing communications from GAF or third parties. In addition, membership in the Program requires you to permit GAF (but GAF shall have no obligation) to include your name, address and telephone number on any website owned by GAF or a third party at GAF’s sole discretion. Any information collected in connection with this Program shall be governed by GAF’s privacy policy, which can be located at <http://www.gaf.com/Corporate-Information/Privacy-Policy.asp>.

10. Governing Law; Remedies. The Agreement shall not be effective until signed by you and accepted by GAF as evidenced by the signature of the Agreement by an authorized officer of GAF. The Agreement shall be interpreted and construed under the substantive laws of the State of New York without reference to its conflict of laws principles, except to the extent governed by the United States Trademark Act of 1946 or other superseding federal law. All remedies under the Agreement shall be cumulative and not exclusive.

11. Miscellaneous.

a. Entire Agreement. The Agreement constitutes the entire, full and complete agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior agreements between the parties, whether written or oral. No amendment, change or variance from the Agreement shall be binding on the parties hereto unless mutually agreed to by the parties, and executed by the parties or their authorized officers or agents in writing.

b. Amendment of Agreement by GAF. GAF retains the right to modify the Agreement at any time and make any changes that will further enhance and improve the Program upon written notice to you.

c. Severability. Each provision of the Agreement shall be considered severable, and, if for any reason, any provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such invalid provision shall not impair the operation of, or have any other effect upon, any other provisions of the Agreement, which shall continue to be given full force and effect and bind the parties hereto.

d. Survival. Any provisions which by their nature would survive the expiration or termination of the Agreement, including, but not limited to, any provisions with respect to confidentiality, indemnification, dispute resolution and remedies, shall so survive.

e. Headings. All headings in the Agreement are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision.