

HEATCRAFT CERTIFIED CONTRACTOR NETWORK APPLICATION



Reference Information

Primary source(s) for your refrigeration equipment purchases? (Wholesalers/Dealers)

Contact Name:	Company Name:	Address:	Contact Information (Phone or e-mail)

Additional Questions

Whose refrigeration equipment do you primarily install?

Do you stock equipment replacement parts? YES NO

If accepted into the program, do you agree to lead with and promote Heatcraft products? YES NO

HEATCRAFT CERTIFIED CONTRACTOR

NETWORK APPLICATION



In consideration for benefits provided under the Heatcraft Certified Contractor program, the Heatcraft Certified Contractor herein agrees to meet the following Heatcraft Certified Contractor program requirements specified below:

Refrigeration Contracting or Service Company

Certification requirements:

- All required business and state refrigeration and or contractor licensing
 - If state license is not required, a copy of the EPA certification must be provided
- Must be fully insured and provide Heatcraft with a copy of your current Certificate of Insurance
 - Please list Heatcraft as a certificate holder as follows:
 - » Heatcraft Worldwide Refrigeration
 - » 2175 West Park Place Blvd.
 - » Stone Mountain, GA 30087
- Maintain at least one certified technician at each location to be included in the program
- Refrigeration Contracting or Service Company must agree to lead with, and promote Heatcraft Refrigeration Products whenever possible
- Refrigeration Contracting or Service Company cannot be enrolled in a direct competitors refrigeration contractor program
- Certification on specific equipment must be renewed every 3 years
 - To maintain certification, you must periodically take online or classroom training to stay current on certified technologies
- Follow up and close out on a timely basis all Heatcraft referrals provided through Heatcraft.com
- Agree to comply with Heatcraft's warranty and return procedures

Individual Refrigeration Technician

Certification requirements:

- Minimum of 5 years of experience in commercial refrigeration (a technical degree in HVAC will count as 1 year of experience)
- Must pass a pre-qualification exam testing knowledge on basic commercial refrigeration installation, maintenance and troubleshooting for walk-in coolers and freezers
- Attend and complete certification course(s) on proprietary equipment
- Successfully pass exam covering content presented in certification class

Requirements to maintain certification status:

- Attend and pass online Heatcraft training on NEW proprietary product releases
- Certification on specific equipment must be renewed every 3 years
- Demonstrate a commitment to providing high levels of quality workmanship and customer satisfaction

Heatcraft Refrigeration Products LLC

Certified Contractor Program Terms and Conditions

1. General. This agreement, together with the application documents which are hereby incorporated by reference, describes the terms and conditions ("Agreement") for participation in the Heatcraft Refrigeration Products LLC Certified Contractor Program ("Program"). In this Agreement, the term "Contractor" refers to you (the applicant), and the term "Heatcraft Refrigeration" refers to us (the manufacturer).
2. Modifications. We may modify any of the terms of this Agreement at any time, at our sole discretion. Modifications may include, but are not limited to, changes to Program rules and criteria. If any of the changes are unacceptable to you, your only recourse is to withdraw from participation in the Program. Your continued participation in the Program after being notified of a change will be deemed your acceptance of such change.
3. Application and Acceptance. To participate in the Program, you must submit an application and be approved. Applications are reviewed by internal Heatcraft Refrigeration personnel based on (i) the criteria described in the application, and (ii) subjective criteria determined by Heatcraft Refrigeration. You will be notified of Heatcraft's Refrigeration acceptance decision after your application has been reviewed.
4. Heatcraft Refrigeration Marks. Once accepted as a Program participant, Heatcraft Refrigeration grants to you a nonexclusive right to use Heatcraft Refrigeration trademarks, trade names and logos as authorized in writing by Heatcraft Refrigeration ("Heatcraft Refrigeration Marks") solely in



connection with the Program. You agree to use the Heatcraft Refrigeration Marks in accordance with the terms and conditions of the Heatcraft Refrigeration Graphics Standards Manual (the "Manual"), which may be amended by Heatcraft Refrigeration at any time, and any other instructions and guidance provided by Heatcraft Refrigeration, and acknowledge receiving a copy of the Manual contemporaneously with your application. You agree you will not publish or display any material that utilizes the Heatcraft Refrigeration marks until Contractor submits those materials for review and Heatcraft Refrigeration approves in writing any such publication or display. You acknowledge you have no other rights related to the Heatcraft Refrigeration Marks or any other intellectual property of Heatcraft Refrigeration or Heatcraft's Refrigeration affiliates. At our request, you agree to provide sample advertising and promotional materials that contain the Heatcraft Refrigeration Marks and otherwise cooperate with our efforts to ensure that the standards in the Manual are met. You also agree not to use marks that, in our opinion, are confusingly similar to the Heatcraft Refrigeration Marks and further agree not to use the Heatcraft Refrigeration Marks in your corporate title, firm name, business title or as a domain name, internet key word or meta tag. Heatcraft Refrigeration reserves the exclusive right, in its sole discretion, to amend or change the Heatcraft Refrigeration Marks. All uses of the Trademarks will include a notice that you are using the Heatcraft Refrigeration Marks under license and will include the following designation—"Independent Heatcraft Contractor." You understand that no other intellectual property right or license is granted other than expressly set forth in this paragraph. You agree that your use of Heatcraft Refrigeration Marks and any goodwill associated with that use inures solely to the benefit of Lennox. Heatcraft Refrigeration is entitled to pursue any remedy available to it under applicable laws for any violation of this license by the Contractor, including but not limited to seeking an injunction to stop the violation.

5. **Intellectual Property.** All intellectual property, trade secrets, and proprietary rights of Heatcraft Refrigeration or its subsidiaries or affiliates ("Intellectual Property"), including the designs and specifications of any products and any new designs or products developed, are and will remain Heatcraft Refrigeration's property. Contractor will not (a) use the Intellectual Property in the production, manufacture, delivery, or design of materials furnished to any third party, (b) manufacture or reproduce any material or item similar to or competitive with any of the Heatcraft Refrigeration products, or (c) copy, decompile, modify, reverse engineer, or create derivative works out of any of the Intellectual Property. If any product is manufactured and/or sold by Heatcraft Refrigeration to meet Contractor's particular specifications or requirements, and is not part of Heatcraft Refrigeration's standard line offered by Heatcraft Refrigeration, Contractor (a) represents and warrants that its specifications and requirements do not infringe, misappropriate, or violate any patent, copyright, trademark, or any other intellectual property right or other right of a third party and (b) it will indemnify, defend, and hold Heatcraft Refrigeration harmless from any liability, as well as from all damages, costs, and expenses (including reasonable attorneys' fees), in the event of any allegation or claim, whether direct or contributory, relating to or arising out of such Product, including but not limited to the manufacture, sale, or use thereof.
6. **Marketing and Promotion.** Contractor shall use its best efforts to promote market and sell Heatcraft Refrigeration within assigned territory.
7. **Business Conduct.** Contractor shall conduct its business in compliance with all applicable federal, state and local laws and regulations, including all applicable local licensing requirements and those laws and regulations regulating trade practices, advertising, and export administration and control, and with Heatcraft Refrigeration policies and any other business policies provided by Heatcraft Refrigeration to Contractor, and will obtain all necessary permits and licenses applicable to Contractor's business.
8. **Assigned Territory.** Assigned Territory shall mean the geographic area in which Contractor is granted the non-transferable right to represent itself as a Heatcraft Certified Contractor to service end-users, subject to the terms and conditions of this Agreement.
9. **Insurance.** Contractor shall obtain and at all times maintain, at its sole cost and expense, (i) Commercial General Liability Insurance for bodily injury and property damage, including loss of use thereof, in the minimum amount of Five Million and no/100 Dollars (\$5,000,000) per occurrence, including coverage for products liability and completed operations; and (ii) Errors and Omissions liability insurance in the minimum amount of One Million and no/100 Dollars (\$1,000,000) per occurrence. Contractor shall provide proof of such coverage in the form of a Certificate(s) of Insurance delivered to Heatcraft at the time of execution of this Agreement and from time to time thereafter upon request by Heatcraft Refrigeration. The Certificate(s) of Insurance shall provide that Heatcraft Refrigeration will receive at least thirty (30) days' prior written notice of any modification, cancellation or non-renewal of such policy.
10. **Sale of Business.** Contractor shall immediately notify Heatcraft Refrigeration in the event it has, or proposes to, sell all or substantially all of its business assets to a third party or experiences a "change in control." A "change in control" shall be deemed to have occurred in the case of (i) any merger, consolidation, or combination of Dealer with or into another corporation or other form of business entity; or (ii) any person, or any two or more persons acting as a group (other than Contractor's current majority stockholder/owner or its affiliates), and all affiliates of such person or persons shall beneficially own fifty percent (50%) or more of the outstanding equity interests of Contractor.
11. **Confidentiality.** Contractor acknowledges and agrees that the trade secrets, financial information, manufacturing processes, processing steps, systems, improvements, methods, marketing information, educational program information and other information and documents relating to Heatcraft Refrigeration ("Confidential Information") are confidential. Contractor will use Confidential Information solely in connection with the Program. Contractor will protect Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential information, but in no event less than a reasonable standard of care. All Confidential Information of Heatcraft Refrigeration will remain the sole and exclusive property of Heatcraft Refrigeration. Upon termination or expiration of this Agreement, or upon written request of Heatcraft Refrigeration, Contractor will no longer use the Confidential Information and will destroy or return (at Heatcraft Refrigeration's option) all such information to Heatcraft Refrigeration. Contractor acknowledges and agrees that damages at law would be insufficient in the event of breach of any obligation contained in this section. In the event of a breach or threatened breach, the affected party may be entitled to injunctive or other equitable relief without the need for posting a bond, in addition to other remedies or rights that may be available, including monetary damage.
12. **Indemnity.** You will defend and indemnify Heatcraft Refrigeration and its affiliates against all allegations, claims, damages, expenses (including attorneys' fees), and liabilities relating to your breach of this Agreement or your negligent or intentional acts, including but not limited to fraud or misrepresentation. The above indemnification obligation applies to Contractor and Contractor's Staff as defined below.
13. **Relationship of the Parties.** Contractor is an independent contractor and nothing in this Agreement or the Program will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You have no authority or make or accept any offers or representations on our behalf. You will not make any statement that contradicts this provision. You will be responsible for your staff, personnel,

licensees, agents, employees, independent contractors, successors, or assigns ("Contractor's Staff"). Heatcraft Refrigeration will have no direction or control of Contractor's Staff and will not assume any liability or obligation arising out of or related thereto. Contractor assumes all risks and liabilities associated with its Staff, including any workmen's compensation, federal, state, or local taxes or other liability; will ensure that Contractor's Staff complies with the terms of this Agreement; and will indemnify, defend, and hold Heatcraft Refrigeration harmless against all allegations, claims, damages, expenses (including attorneys' fees), and liabilities related to or arising from Contractor's Staff. The foregoing will apply, without limitation, to claims for wages or other compensation, severance pay, vacation pay, holiday pay, personal leave, sick leave, sick pay, worker's compensation benefits, benefits and/or payroll taxes and claims based on discrimination, discharge, retaliation and/or harassment, breach of contract, or any other common law claim. Nothing in the Program or the Program Documents are intended to create any rights in or conferred any benefits on anyone other than Contractor and Heatcraft Refrigeration.

14. Term and Termination. The term of this Agreement begins when you are accepted into the Program and ends when terminated by either party. Either party may terminate your participation in the Program and this Agreement at any time, with or without cause. Upon termination of your participation in the Program for any reason, all licenses granted hereunder will immediately terminate and you will immediately cease use of, and remove from all Contractor-owned or Contractor-controlled products, locations, websites or other collateral, all Heatcraft Refrigeration marks, logos and other materials provided in connection with the Program.
15. Governing Law. The laws of the State of Texas will govern this Agreement. All litigation must be brought in a court of competent jurisdiction in Dallas County, Texas.
16. Limitation of Liability; Disclaimer. HEATCRAFT IS NOT LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (OR ANY LOSS OF REVENUE, PROFITS, EXPENDITURES OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HEATCRAFT'S AGGREGATE LIABILITY WITH RESPECT TO THIS AGREEMENT AND THE PROGRAM WILL NOT EXCEED THE TOTAL REBATES PAID OR PAYABLE TO YOU (IF ANY) UNDER THE PROGRAM. Heatcraft Refrigeration makes no express or implied warranties or representations with respect to the Program or your potential to earn income from the Program.
17. Other. Our failure to enforce your strict performance of any provision in this Agreement is not a waiver of our right to subsequently enforce such provision or any other provision. If any part of this Agreement is determined to be unenforceable, it will be severed from the Agreement and the remaining provisions will continue in full force and effect. Captions and headings are used for convenience only and will not be used to interpret this Agreement. This Agreement will be deemed to have been jointly drafted by all parties. Each of the Parties acknowledges that they have had the opportunity to consult with an attorney if they so choose. This Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument. This Agreement may be executed using facsimile or other electronically scanned signatures and such signatures will be given the authority of original signatures for purposes of executing and enforcing the validity of this Agreement. By submitting an application for the Program, you acknowledge that you have read and agree to the terms and conditions contained in this Agreement. You have independently evaluated the Program and are not relying on any representation, guarantee or statement other than as set forth in this Agreement.

Affirmation:

"I hereby certify that the information provided in this Heatcraft Certified Contractor Network application is true and complete to the best of my knowledge, and that I have read and agree to the accompanying terms and conditions that apply to registration."

Signature:

Title:

Print Name:

Date:

Email this completed form to: Contractors@heatcraftcpd.com