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ORIGINAL

NATIONAL LEAD COMPANY

Dutch Boy PAINTS

TRADE MARKS
REG. U. S. PAT. OFF.

DEALER STORE FRANCHISE

NATIONAL LEAD COMPANY, a New Jersey Corporation (hereinafter called the "MANUFACTURER"), through its CLEVELAND Branch, with office at 1776 Columbus Ave. - Cleveland, Ohio 44113 hereby constitutes and appoints

Miller Paint & Supply Company

2354 Genesee St. (Street) Cheektowaga (City) New York (State)

(hereinafter called the "DEALER"), as a directly enfranchised dealer for the sale of "DUTCH BOY" BLUE & WHITE LABEL PAINTS and PAINT PRODUCTS at the above address.

Upon acceptance of this appointment by both parties, the MANUFACTURER agrees to:

1. Supply point of sale displays and other localized advertising material identifying the DEALER with national "DUTCH BOY" advertising.

2. Provide aggressive and local sales support in cooperation with the DEALER's own efforts to build a steadily increasing volume of sales of said BLUE & WHITE PRODUCTS for and through the DEALER.

3. Manufacture and distribute only the uniformly highest quality products for sale under its jealously guarded "DUTCH BOY" trade mark.

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4. Cooperate with the DEALER for the maintenance of the highest standards in the conduct of sales to the general public, as well as the highest efficiency in the service to be rendered to the purchasing public.

5. Give the DEALER prompt and efficient service and cooperation, to the end that it may faithfully serve the DEALER and shall promptly notify the DEALER of all letters of inquiry for its BLUE & WHITE LABEL products that it may receive from the DEALER's territory.

In consideration of the FRANCHISE herein conferred, the DEALER agrees:

1. That the designation and appointment hereby conferred shall be limited to the right of the DEALER to market the MANUFACTURER's BLUE & WHITE LABEL products only as a retailer to the consuming public in accordance with the terms and conditions hereof and does not confer any right to market the MANUFACTURER's said products as a wholesaler or jobber for resale to the consuming public by another.

2. That this designation and appointment shall be personal to the DEALER and no right or interest herein shall be assignable either by the DEALER or by operation of law.

3. To cooperate with the MANUFACTURER in its sales promotion policy and advertising of "DUTCH BOY" PAINTS in accordance with the provisions of Schedule "A" hereof.

4. To secure as rapidly as possible the most widespread sale and distribution of the MANUFACTURER's said products to the end that the same will be readily available to the consuming public.

5. That in promoting the sale and distribution of the MANUFACTURER's said products, DEALER, at all times, will conform to the instructions and recommendations of the MANUFACTURER with respect to the use of said products so as to insure the most efficient and economic use thereof.

POLICIES AND GENERAL INFORMATION

In order to insure the rendering of prompt and efficient service by the MANUFACTURER and to facilitate the handling of orders submitted by the DEALER, the following policies and principles shall govern the sale of "DUTCH BOY" BLUE & WHITE LABEL PAINTS and PAINT PRODUCTS pursuant to this appointment:

RETURNED GOODS: No products may be returned for any reason without the express approval of the Division or Branch Office. On products so returned, the MANUFACTURER will issue credit to the DEALER on the basis of the original purchase price less ten per cent (10%) handling, provided, however, that the products are undamaged. In the event the products are damaged, credit will be allowed on the basis of the true value thereof to the MANUFACTURER. The DEALER will pay transportation costs on all products returned by it, provided, however, that if the return is caused by an error on the part of the MANUFACTURER, then, in that event, full credit, based on the original purchase price, plus transportation costs, will be allowed.

GOODS DAMAGED IN TRANSIT: In the event products are damaged in transit, prompt notice should be given by the DEALER to the MANUFACTURER'S Division or Branch Office from which the purchase was made together with the following information:

1. A copy of the inspection or damage report containing all pertinent facts, made by the transportation company, signed by the inspector, setting forth the name of the company.
2. Invoice in triplicate, directed to the MANUFACTURER'S Division or Branch Office setting forth actual loss suffered by the DEALER.
3. Complete information concerning the loss in question, with attached delivery freight bill.

GENERAL:

1. Shortages or errors in billing must be reported within ten (10) days from receipt of shipment to secure adjustment.
2. The manufacture, sale, and delivery of the MANUFACTURER'S products are contingent upon strikes, riots, fires, acts of God, labor troubles, or any other causes beyond its control: consequently, the MANUFACTURER reserves the right to cancel orders for undelivered products because of any of the above-mentioned causes.
3. Inasmuch as many features beyond the control of the MANUFACTURER are involved in the use and application of its products, such as, method of application, experience of workmen, climatic and surface conditions, the MANUFACTURER cannot and does not warrant or guarantee the performance of its products on any job.

PRICES: Prices and terms of sale to the DEALER for the MANUFACTURER'S BLUE & WHITE LABEL PRODUCTS shall be governed by the "DUTCH BOY" Price Lists of said products, which shall be published by the MANUFACTURER. The MANUFACTURER reserves the right, at any time without notice, to amend, alter and/or change the price lists which it shall publish pursuant hereto.

TERMINATION: Either party to this agreement, by written notice to the other, may at any time terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this ..... day of ....., 19.....

Miller Paint & Poly Co.
Dealer's Name

Gertrude H. Miller
Signature

Partner
Title

NATIONAL LEAD COMPANY

Cleveland
Branch

Signature

Manager - Paint Division
Title

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SCHEDULE "A"

The DEALER agrees to cooperate with the MANUFACTURER in advertising "DUTCH BOY" BLUE & WHITE LABEL PAINTS and PAINT PRODUCTS on the basis prescribed below:

1. Identify his premises as a "place to purchase" "DUTCH BOY" BLUE & WHITE PRODUCTS by continuously and prominently displaying such sign or signs as the MANUFACTURER shall make available to him for this purpose.

2. Use window displays, store signs, counter displays, booklets, folders, and all other sales helps in accordance with MANUFACTURER's suggestions.

3. Accept the following conditions as applying to all 50-50 cooperative advertising:

   (a) The DEALER shall be entitled to an advertising allowance for the calendar year not to exceed 2% of his annual purchases of "DUTCH BOY" BLUE & WHITE PRODUCTS. Up to the limit of this allowance the MANUFACTURER will pay half the DEALER's advertising costs in accordance with the stated terms of the current Cooperative Advertising Agreement provided such agreement is properly signed by both parties.

   (b) Acceptable media for cooperative advertising includes only such media expressly approved in said agreement and excludes all other media unless the DEALER has the written consent of the MANUFACTURER.

   (c) Methods of payment and similar details will be those stated in the said cooperative advertising agreement.