

END-USER CUSTOMER MIXING MACHINE INSTALLATION AGREEMENT

Contract # _____

This End-User Customer Mixing Machine Installation Agreement (the "Installation Agreement"), dated 6/10/24, between Temple FSD ("Customer"), with offices at _____ and AkzoNobel Coatings, Inc. ("AkzoNobel") covers the installation of the Mixing Machine and associated equipment and products (as outlined below), including any replacement with similar functioning equipment and products (the "MM Installation") in Customer's facility.

EQUIPMENT AND PRODUCTS. In connection with the Supply Agreement, AkzoNobel and Distributor will work with Customer to provide the MM Installation. Without limitation, and in AkzoNobel's sole discretion, the MM Installation shall include the following equipment and products to enable the Customer to properly utilize AkzoNobel products:

1. Dedoes AN Mixing Machine Kit
2. Automatchic Vision Color Photo-spectro meter (color camera)
3. AMV Prep Kit
4. Dell 3050 SFF PC (or similar functioning equipment)
5. Dell 22" monitor (or similar functioning equipment)
6. PMA.VISION SCALE PACKAGE
7. USB 3.0 ETHERNET ADAPTOR
8. Brother USB Label Printer (or similar functioning equipment)
9. SP700-Power Strip (or similar functioning equipment)
10. Plus: Associated Set-Up toners (for the brand of AkzoNobel products used by Customer)
11. Other: _____

The MM Installation equipment and products are for Customer's use solely during the term of the Supply Agreement (as described therein).

If Customer does not receive the equipment and/or paint as listed above within thirty (30) days of the agreement date, written notification must be submitted to AkzoNobel at the following email address: VRNA.DistributionProgramTeam@Akzonobel.com otherwise Customer is deemed to have received all items in full and is responsible for the equipment as noted below.

LIQUIDATED DAMAGES FOR MIXING MACHINE INSTALLATION. If, during the term of the Supply Agreement, Customer fails to purchase exclusively from an AkzoNobel authorized distributor a minimum of 90% of its paint requirements as provided under the Supply Agreement, or if the Customer in any other way is in default under the terms of the Supply Agreement, the parties acknowledge that the damages to AkzoNobel, while real, will be difficult to ascertain and calculate. In such case, the Customer shall immediately repay to AkzoNobel, as liquidated damages and not a penalty, a pro-rated portion of the value of the MM Installation ("MM Installation Value") provided based on the following:

Term Fulfillment (in years)		
In Excess of:	But less than:	Customer Shall Immediately Repay:
0 year	1 year	100% of the MM Installation Value or \$ 12,000
1 year	2 years	80% of the MM Installation Value or \$ 9,600
2 years	3 years	60% of the MM Installation Value or \$ 7,200
3 years	4 years	40% of the MM Installation Value or \$ 4,800
4 years	5 years	20% of the MM Installation Value or \$ 2,400
5 years		0%

If at the end of the term of its Supply Agreement Customer is not in default of any of the provisions of the Supply Agreement and is not in breach of any provision of this Installation Agreement, Customer will have no repayment obligation for equipment.


The successors and assigns of the parties shall be bound by this Installation Agreement. Customer may not assign this Installation Agreement without the prior written consent of AkzoNobel.

This Installation Agreement shall be governed by and interpreted under the laws and regulations of the State of Georgia without giving effect to the choice of law principles thereof. If any provision of this Installation Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, the validity, binding effect, or enforceability of the remaining provisions shall not be affected and shall continue in full force and effect as if this Installation Agreement had been executed with the invalid provision eliminated or so modified.

This Installation Agreement constitutes the entire understanding between the parties concerning the treatment of information to which this Installation Agreement relates, and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning same. No modification of this Installation Agreement or waiver of the terms and conditions hereof shall be binding upon either of the parties unless approved in writing by an authorized representative of each party.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the parties as of the date first written above.

Customer

By: 

Name: Lisa Adams

Title: Deputy Superintendent

AkzoNobel

By:  7/14/24

Name: Jason Wall

Title: District Sales Leader, Texas & New Mexico

AkzoNobel

By: _____

Name: _____

Title: _____