

END-USER CUSTOMER MIXING MACHINE INSTALLATION AGREEMENT

Valorem Contract # _____

This End-User Customer Mixing Machine Installation Agreement (the "Installation Agreement"), among _____ ("Customer"), with offices at _____,

and AkzoNobel Coatings, Inc. ("AkzoNobel"), and Keystone Automotive Inc. ("Keystone"), 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 on _____ ("Installation Date").

EQUIPMENT AND PRODUCTS. In connection with this Installation Agreement, AkzoNobel and Keystone 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 Valorem 2.4M Mixing Machine Kit with Lids and Toner Magnets
2. HP ED705 G4 SFF Desktop (or similar functioning equipment)
3. HP N223 21.5" Monitor (or similar functioning equipment)
4. PMA Vision Scale Package
5. USB 3.0 Ethernet Network Adaptor
6. BYKG Automatchic Vision 7060 Complete (color camera)
7. Automatchic Prep Kit
8. Brother USB Label Printer (or similar functioning equipment)
9. SP700-Power Strip (or similar functioning equipment)
10. Plus: Associated Valorem Set-Up Toners (1 each of 66)
11. Other: _____

The MM Installation equipment and products are for Customer's use solely during the term of the Installation 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.

TERM. The term of this Agreement will be five (5) years and will become effective 60 days after the Installation Date noted above.

LIQUIDATED DAMAGES FOR MIXING MACHINE INSTALLATION. During the term of this Agreement, 90% of Customer's paint purchases must be an AkzoNobel paint brand and purchased exclusively from Keystone or else Customer is in default of this 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") 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 Installation Agreement Customer is not in breach of any provision of the Installation Agreement, Customer will have no repayment obligation for equipment and products.

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

AkzoNobel Coatings Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Keystone Automotive Inc.

AkzoNobel Coatings Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____