EXHIBIT C  
  
AGREEMENT  
  
  
THIS AGREEMENT IS ENTERED into this 1st day of July, 1998 by and between  
CRA Z Products, Inc., with principal offices at 0000 X Xxxxxxx Xxxxx, Xxxxx  
000, Xxxxxxxx, Xxxxxxx 00000 (hereinafter referred to as "CRA Z"), and  
STARCO Chemical, Inc., with principal offices at Union Ave and XxXxxx Street,  
East Rutherford, New Jersey 07073 (hereinafter referred to as "STARCO" or the  
"Manufacturer").  
  
RECITALS  
  
WHEREAS, CRA Z Products Inc. is a corporation organized under the laws of the  
State of Delaware with its principal offices in Sarasota, Florida; and  
  
WHEREAS, CRA Z through its Board of Directors is desirous of entering into an  
agreement with STARCO Chemical Inc. for the manufacture of certain products  
of which CRA Z is the proprietary of the formulae required to produce such  
products; and  
  
WHEREAS, STARCO is a corporation domiciled in the State of New Jersey with  
principal offices in East Rutherford, New Jersey; and  
  
WHEREAS, STARCO through its Board of Directors is desirous of entering into  
an agreement with CRA Z Products, Inc. for the manufacture of certain  
products bearing the trade name CRA Z; and  
  
WHEREAS, STARCO agrees that the formula for such products are proprietary to  
CRA Z Products, Inc., and as such STARCO agrees that it will not duplicate  
any such formula provided in any form by CRA Z Products, Inc, and  
  
NOW, THEREFORE, in consideration of the foregoing, the promises, mutual  
covenants and agreements of the parties hereinafter contained and other good  
and valuable consideration, the receipt, adequacy and sufficiency of which  
are hereby acknowledged, the parties hereto agree as follows:  
  
ARTICLE I  
MANUFACTURE  
STARCO agrees to manufacture certain products on behalf of CRA Z strictly  
following the formulary and quality guidelines of CRA Z. STARCO further  
agrees that the list of said products as found in Schedule A of this  
agreement shall be produced at the lowest cost available to STARCO while  
maintaining any such formulary or quality standards as required by CRA Z.  
CRA Z shall provide to STARCO sufficient lead-time so as to allow for the  
efficient manufacture of any CRA Z product. STARCO agrees that it shall  
diligently notify CRA Z of the lead times required for each manufacturing  
order received by CRA Z and barring events of force- major or acts of god  
shall deliver any such products within the agreed upon time period.  
  
  
  
  
  
  
ARTICLE II  
QUALITY CONTROL AND INSPECTION  
  
The parties agree that they will mutually determine quality standards and  
that all products manufactured under this Agreement shall be subject to  
quality inspection by CRA Z. The parties further agree that it is their  
intention to be partners in any production and that it is in their mutual  
best interest to maintain appropriate quality levels for each product.  
CRA Z may reject any production that fails to meet a minimum of 85% pass rate  
of any inspection performed by CRA Z Products itself, its agents or by  
employees responsible for the testing of quality control in the employ of  
STARCO.  
  
STARCO agrees to make any inspection reports for any such products available  
to CRA Z upon reasonable notice and at reasonable times and places.  
  
ARTICLE III  
TERMS OF PAYMENT AND DELIVERY  
  
The parties agree that payment of manufacturing costs shall be discounted at  
TEN PERCENT (10%) of the lowest published price per product as described in  
Schedule B of this Agreement. All payments are net THIRTY (30) DAYS of  
delivery, provided CRA Z meets STARCO credit requirements. The parties  
further agree that minimum requirement for manufacture shall be ONE (1)  
pallet.  
  
The parties agree and mutually understand that from time to time it may  
become necessary to produce a "short run" for the purpose of sampling and  
promotion. The parties agree that the additional cost to the Manufacturer  
for any such short run and its packaging shall be passed on to CRA Z Products.  
  
CRA Z shall provide STARCO with a Purchase Order for each manufacturing run.  
Said PO shall include name, address and delivery instructions. CRA Z shall  
endeavor to provide to STARCO a master Purchase Order with a rolling horizon  
so as to insure the economic procurement of raw materials and an efficient  
manufacturing schedule. The parties agree that in so much as it is feasible,  
based upon CRA Z production requirements and STARCO production abilities and  
scheduling, that all Purchase Orders are to be manufactured in Just In Time  
fashion and drop- shipped directly to CRA Z customers. It is  
mutually agreed between the parties that each will strive to manage inventory  
in such fashion consistent with Just in Time scheduling and consistent with  
the prompt delivery of product to the customer.  
  
The parties further agree and understand that delivery of the product to CRA  
Z customer on time and within the time periods established in any Purchase  
Order is critical. CRA Z warrants that it will provide STARCO with  
sufficient notice so to insure appropriate lead-time to satisfy this  
requirement. STARCO agrees and warrants that it shall be liable to CRA Z for  
any shipment which fails to meet its required delivery date for any reason  
under the control of the manufacturer, including but not limited to, trucking  
scheduling, work stoppage, inventory of raw materials, etc. The parties  
agree that CRA Z shall be entitled to damages for any such delay within the  
manufacturer's control based upon the damages suffered by the CRA Z imposed  
by its customer on account of any delay. The parties agree that in any such  
event CRA Z shall at a minimum be entitled to an abatement of any such  
invoice for the manufacture of the delayed product.  
  
ARTICLE IV  
PROPRIETARY NATURE OF PRODUCTS  
  
The parties agree that the formulae for the products listed in Schedule A to  
this Agreement are the sole property of CRA Z. These products are  
proprietary to CRA Z regardless of their similarity to any other products  
produced by STARCO, therefore, STARCO agrees not duplicate, publish, or  
divulge in any manner or form said formulae. STARCO further agrees that it  
shall not market, sell, advertise or cause to be marketed, sold, advertised,  
or in any other way offer to wholesale or retail any product, whether  
manufactured by STARCO, its parent or affiliates, containing said proprietary  
formula in any packaging other than packaging approved by CRA Z and bearing  
the CRA Z Products, Inc name.  
  
ARTICLE V  
TERM OF THIS AGREEMENT  
  
The parties agree that the term of this Agreement shall be for an unlimited  
period.  
The parties further warrant, covenant and agree that this Agreement shall  
automatically renew unless either of the parties defaults in its obligations  
to the other. In the event of default, the presumptive aggrieved party may  
terminate this agreement in writing pursuant to the paragraph entitled NOTICE  
of their intention to terminate no less than NINETY (90) Days prior to the  
termination of this Agreement  
  
Either party may terminate this Agreement for default upon written notice as  
stated above solely in the event of the following:  
a. the filing of bankruptcy by either party as a Debtor  
b. the application for appointment of a receiver  
c. the making of a general assignment for the benefit of either party's  
 creditors  
d. the insolvency of either party  
e. the misrepresentation by either party to the other party for the purpose  
 of obtaining this Agreement.  
f. Failure of either party to perform any of its obligations and  
 responsibilities under this Agreement, including but not limited to a  
 failure to make required payments in a timely fashion, failure to meet  
 production and delivery schedules, etc.  
  
ARTICLE VI  
LEGAL INERPRETATION  
  
The parties agree that this Agreement shall be interpreted under the laws of  
the State of Delaware. Any provision herein found to be inconsistent or  
unenforceable under state, federal or local law shall not effect the  
remaining provisions hereof which shall remain in full force and effect.  
  
ARTICLE VII  
DEFAULT  
  
The parties covenant and agree that if in the event it is alleged by either  
party that other has failed to perform, or there has been a lack of  
performance or that there has been a breach by the other, then the party  
aggrieved shall notify the other party, in writing by certified mail, return  
receipt requested, of the default or breach or lack of performance, and the  
other party shall have ten (10) days, after receipt of such written notice,  
to cure such default, breach or lack of performance. In the event the party  
fails to cure such default, or otherwise as the case may be, the aggrieved  
party may, after the expiration of such ten (10) day period of time, submit  
any alleged default, breach or lack of performance to arbitration with either  
the American Arbitration Association or the National Association of Mediators  
to enforce any right with respect to any of the terms ofthis Agreement. No  
notice shall be required prior to the commencement of any arbitration  
proceeding for any violation of any provision herein except that any notice  
required by the American Arbitration Association or National Association of  
Mediators for the selection of arbiters shall be served by the presumptively  
aggrieved party on the defaulting party.  
  
The parties further covenant and represent to each other that if such  
proceedings are commenced, the decision of the arbiter shall be final. If by  
reason of the actions of the defaulting party, the presumptive  
aggrieved party is successful in any such proceeding, the parties agree  
that the defaulting party shall become liable to the aggrieved paraty for  
all costs including reasonable attorney's fees in bringing any such  
proceeding.  
  
It is understood and agreed that in the event any such proceeding is  
commenced and after said commencement thereof and before Judgment is or can  
be entered, the defaulting party shall comply with such term or condition of  
this Agreement, the proceeding instituted shall be deemed to have resulted in  
a favorable Judgment, Order or Decree for the aggrieved party, and the  
defaulting party shall be liable for all costs, including reasonable  
attorney's fees, of the proceeding. The provisions of this paragraph shall be  
in addition to, and without prejudice, to any other rights or remedies to  
which the aggrieved party may be entitled.  
  
ARTICLE VII  
FULL DISCLOSURE  
  
The parties acknowledge that they are entering this Agreement freely and  
voluntarily; that each has full and complete authority to enter into this  
Agreement; that they have had full and complete opportunity to ascertain and  
weigh, to their complete satisfaction, all of the facts and circumstances  
likely to influence their judgment; that they have sought and obtained legal  
advice independently of each other to the extent that each has determined to  
be appropriate and in the best interest of the corporations they represent;  
and that they have obtained to the extent required approval by their  
corporate by-laws of the Board of Directors of their respective corporations.  
  
ARTICLE VIII  
ENTIRE UNDERSTANDING  
  
The parties have incorporated into this Agreement their entire understanding.  
No oral statements or prior writings shall have any force or effect for any  
purpose whatsoever if inconsistent with the terms of this Agreement. Neither  
party has relied upon any representations; promises, warranties, covenants or  
undertakings other than those expressly set forth herein.  
  
  
ARTICLE IX  
MODIFICATION AND WAIVER  
  
Neither this Agreement nor any provisions thereof shall be modified or  
amended or be deemed to be modified or amended, except by an Agreement in  
writing duly subscripted and acknowledged with the same formality as this  
Agreement. Any waiver by either party of any provision of this Agreement, or  
of any right or option hereunder shall not be deemed a continuing waiver and  
shall not prevent or estop such party from thereafter enforcing such  
provision, right or option and the failure of either party to insist  
more instances upon the strict performance of any of the terms of this  
Agreement by the other party shall not be construed as a waiver or  
relinquishment for the future of any such term or provision, but the same  
shall continue in full force and effect.  
  
ARTICLE X  
HEADINGS AND PRONOUNS  
  
The headings in this Agreement are inserted for convenience only and are not  
to be considered in construction of the provisions hereof.  
The neuter gender shall be deemed to include the masculine and the feminine  
wherever necessary or appropriate the masculine to include the feminine,  
the feminine to include the masculine, the singular the plural and the plural  
to include the singular.  
  
ARTICLE XI  
SEPERABILITY AND INDEPENT COVENANTS  
  
Each of the respective rights and obligations of the parties herein shall be  
deemed independent and may be enforced independently irrespective of the  
other rights and obligations set forth herein.  
  
ARTICLE XII  
NOTICE  
  
Any and all notices, communications, options, objections, elections and other  
writings required to be given or given hereunder shall be sent via personal  
delivery, reputable overnight delivery service, or certified mail, return  
receipt requested, to the other party at the address stated hereinabove, or  
at such other address as may be designated by such other party by written  
notice pursuant to notice in this paragraph.  
  
ARTICLE XIII  
BINDING  
  
This Agreement shall be binding upon, and shall inure to the benefit of the  
parties hereto and their respective legal representatives, successors and  
assigns  
  
  
  
  
  
IN WITNESS WHEREOF, the parties have hereunto set their respective hands and  
seals the day and year first written above.  
  
  
  
For CRA Z Products, Inc.  
  
 AFFIX CORPORATE SEAL  
/s/ Xxxxxxx Xxxxxx  
 .  
XXXXXXX XXXXXX, PRESIDENT  
  
  
  
  
  
  
For STARCO Chemical, Inc.  
  
 AFFIX CORPORATE SEAL  
  
  
/s/ Xxxx Xxxxxxxx  
  
XXXX XXXXXXXX, EXECUTIVE VICE-PRESIDENT