

## FRANCHISE DISCLOSURE DOCUMENT



Superior Walls of America, Ltd.  
A Pennsylvania Corporation  
937 East Earl Road  
New Holland, PA 17557  
(800) 452-9255  
[www.superiorwalls.com](http://www.superiorwalls.com)

The licensee will operate a “Superior Walls” business to manufacture, transport, install and sell (in the case of Manufacturing License Model licensees, sell as part of their own building projects and developments) precast insulated concrete, below-grade and/or above-grade walls and foundation-related products using the Superior Walls System and Proprietary Marks (the “**Superior Walls Licensed Business**”).

The total investment necessary to begin operation of a Superior Walls Licensed Business is between \$1,069,500 and \$2,073,000 for the Regular License Model (including approximately \$325,000 to \$475,000 that must be paid to the franchisor or affiliate) and between \$1,039,500 and \$1,953,000 for the Manufacturing License Model (including approximately \$325,000 to \$475,000 that must be paid to the franchisor or affiliate).

This Disclosure Document summarizes certain provisions of your License Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed license sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss availability of disclosures in different formats, contact Marcus Blomeier at Superior Walls of America, Ltd., 937 East Earl Road, New Holland, Pennsylvania; (800) 452-9255.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “[A Consumer’s Guide to Buying a Franchise](#),” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 23, 2019

SWA New Licensee/FDD  
April 23, 2019

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## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit A** for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. YOU MUST MAINTAIN MINIMUM SALES PERFORMANCE LEVELS. IF YOU FAIL TO DO SO, THE LICENSOR COULD REDUCE THE SIZE OF YOUR TERRITORY OR TERMINATE YOUR AGREEMENT AND YOU COULD LOSE YOUR INVESTMENT.
2. THE LICENSE AGREEMENT PERMITS THE LICENSEE TO LITIGATE WITH THE LICENSOR ONLY IN THE STATE IN WHICH LICENSOR HAS IT PRINCIPAL PLACE OF BUSINESS AT THE TIME THE ACTION OR PROCEEDING IS INITIATED (WHICH STATE CURRENTLY IS PENNSYLVANIA). OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE IN PENNSYLVANIA THAN IN YOUR HOME STATE.
3. THE LICENSE AGREEMENT STATES THAT PENNSYLVANIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE YOU WITH THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
4. THERE MAY BE OTHER RISKS CONCERNING THIS LICENSE.

**Effective Dates:** Please see the following page for the respective state effective dates for this Disclosure Document.

## EFFECTIVE DATES

This Franchise Disclosure Document is registered, on file, exempt from registration, or otherwise effective in the following states with franchise registration and/or disclosure laws:

<b>STATE</b>	<b>EFFECTIVE DATE</b>
California	
Florida	November 21, 2018
Illinois	
Indiana	
Kentucky	November 30, 1999
Maryland	
Michigan	
Minnesota	
Nebraska	June 7, 2011
North Dakota	
South Dakota	
Texas	June 7, 2011
Utah	
Virginia	
Washington	
Wisconsin	

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