

E. I. DU PONT DE NEMOURS & CO., INC., Wilmington, Del., as BUYER, hereby agrees to purchase and receive, and NATIONAL LEAD COMPANY, New York, N. Y., as SELLER, to manufacture and ship Buyer's total requirements of white lead-in-oil, as specified below, during the period beginning 1942 and ending Two Years afterward in accordance with the following conditions:

1. The white lead-in-oil furnished under this contract shall be the type known as Heavy Paste or that known as Soft Paste, as order by Buyer. The pigment content of both pastes shall consist of basic lead carbonate, 50% Dutch process and 50% Carter process.

2. For the manufacture of white lead-in-oil Buyer shall supply the required quantity of the materials listed below delivered freight prepaid to Seller's plants:

- a. PIG LEAD, Corrosion grade.
- b. RAW LINSEED OIL, for the refining of which a charge of 1¢ per pound net shall be made by Seller.
- c. ROSEIN. To be supplied at Buyer's option. If not so supplied, it shall be furnished by Seller and the quantity used in the white lead-in-oil shipped each month shall be separately invoiced at the end of each month at the Seller's net cost for the month of shipment.
- d. PACKAGES. For shipment of all white lead-in-oil covered by this contract.

3. Seller agrees to convert the pig lead supplied by Buyer into basic lead carbonate by the Dutch and the Carter processes of corrosion, furnishing 120 pounds of lead carbonate for each 100 pounds of pig lead so supplied. At the end of each month Seller shall invoice Buyer at the rate of \$1.05 for each 100 pounds of lead carbonate shipped during that month from Seller's plants at Brooklyn, N. Y., and West Pullman, Ill., and at the rate of \$1.50 for each 100 pounds of lead carbonate shipped during that month from Seller's plant at Melrose, Calif. The lead carbonate content shall be considered as 91% of the net weight of heavy paste, and 89% of soft paste.

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4. Seller shall mix and grind the white lead, linseed oil and turpentine in accordance with Buyer's specifications and shall pack and store the white lead-in-oil for shipment as directed by Buyer. For these services Seller shall charge Buyer at the following rates, invoices to be rendered as of the date of actual shipment:

For every 100% of white lead-in-oil

packed in 600 lb. packages	\$.178
500 " "	.178
450 " "	.195
400 " "	.21
350 " "	.23
300 " "	.25
250 " "	.27
200 " "	.29
150 " "	.31
100 " "	.33
50 " "	.35
25 " "	.37
12 1/2 " "	.39
6 " "	.41
3 " "	.43
1 " "	.45

F.O.B. Seller's manufacturing plants at Brooklyn, N. Y., West Pullman, Ill., or Melrose, Calif., as ordered by Buyer, freight and/or cartage to be paid by Buyer.

5. Payment of all charges against Buyer hereunder shall be made on or before the 10th day of the calendar month next following that in which Seller's invoices are rendered.

6. Fires, strikes, accidents and other causes beyond the control of either party, while operative, shall relieve the party affected thereby from buying or selling hereunder, and corresponding quantities may be cancelled at the option of either upon written notice to the other.

Each delivery shall stand and be treated as a separate sale and if payment is not made in accordance with the terms of this contract, Seller to have the option to cancel the undelivered portion thereof.

The Seller may add to the price or prices stated herein any increase in Seller's cost of the commodities sold hereunder (including increased cost of materials used in the manufacture thereof) caused by (a) taxes or other charges imposed by governmental authority upon the production, sale or transportation of said commodities or materials, (b) compliance with agreements, codes or licenses made or issued pursuant to Federal or State legislation. If Buyer is unwilling to accept any such increase as computed by Seller, Buyer shall have the right to terminate this contract by giving Seller written notice within ten days after receipt of Seller's notice of increase in price.

E. I. DUPONT DE NEMOURS & COMPANY, INC.

BY [Signature]

Date Feb 3 1938

NATIONAL LEAD COMPANY

BY [Signature]

Date Feb 3 1938

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