FILE NAME: Westinghouse (WH)

DATE: 1979 Feb 15

DOC#: WH083

DOCUMENT DESCRIPTION: Letter to Westinghouse from PaCor Insulation Specialists Stating that Current Orders will be Fulfilled Using Products Containing Asbestos

EXHIBIT 1437.0

Pacor INC
1900 N. SIXTH STREET, PHILADELPHIA, PA 19122 · 215 978-1900
INSULATION SPECIALISTS
CONTRACTOR · DISTRIBUTOR · FABRICATOR

February 15, 1979

PCC EXHIBIT WH-0656

Westinghouse Electric Corporation
Power Generation Divisions
Lester Branch
P.O. Box 9175
Philadelphia, PA 19113

Attn.: Mr. Harry McElwee, Purchasing Department

Re: Expansion Joints
DWG: 240T502-ITM3
Rev. 5

Gentlemen:

We are in receipt of a number of your purchase orders (51-2-1711615, 2071682, 2071629, 2061106 5 and 2081525) for these parts. As you are probably aware, these Expansion Joint Blankets are to be fabricated using a wire inserted Asbestos Cloth Material. Since January 1, 1978, Pacor, Inc. has eliminated all products containing Asbestos from our Contracting, Sales or Fabrication Business. We were reluctant to have to make this decision, but we have been advised by our legal counsel that to continue distributing Asbestos Products could make us liable for punitive damages in regard to Product Liability.

While we are working on an acceptable Asbestos free product that will perform satisfactorily to Westinghouse specifications, and we do feel we will be succesful, it may be weeks before such a product would be approved. Considering the position that exists (something must be done for these units), we investigated the possibility of fabricating just these five (5) joints for you under controlled enviromental conditions. Once again we sought guidence from our attorney and once again we were advised that we would be leaving ourselves open for severe damages under a product liability clause.

MARSH & RE. ABRAMS' et al. 1993

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It is our Attorney's position that even though a product may be made safely and packaged in such a way as to prevent the escape of Asbestos Fiber, eventually the end user will be exposed to the Asbestos Product and as the Fabricator, we (as well as Westinghouse) could be held liable in some future court action, knowing what we all do about the health hazards associated with Asbestos.

While it is a very regretful decision, we must decline these purchase orders based on this legal opinion. We will keep you informed as to our progress in finding an acceptable replacement. We hope you can understand our position and we look forward to working with you in the future.

Very truly yours,

Jack Whestley
Fabrication Department

WJW:dfg

MISC. - IN RE: ABRAMS Civil
1993 WL 22...