

COVER ONE SUBJECT ONLY IN EACH LETTER

YOUR LETTER OF: SUBJECT:

DATE

TO . STEIN PAINT AGREEMENT

March 22, 1967

Mr. J. Henrich

RECEIVED

FROM

DIVISION OR BRANCH

Mr. K. C. Specht

MAR 22 1967

J. B. H.

As per our telephone conversation this morning, I am attaching a copy of our Dealer Warehouse Agreement with the Stein Paint Company of Miami Florida dated 10/17/63.

We now find ourselves in the position of possibly being able to open a very large dealer in the Miami Florida area which could ultimately purchase \$400,000 per year in Dutch Boy Paint products.

In the event we are successful in making a deal with the new prospect, we do not want to allow Stein a 5% commission on direct sales to this account.

Should the existing agreement with Stein Paint, specifically paragraph 3, be modified? If so, how?

Yours very truly,



K. C. SPECHT

KCS:ko

Att.

NL 000041505

Stein Paint Company

545 WEST FLAGLER ST.

• MIAMI 36, FLORIDA

• TEL. FR 3-3307

May 25, 1964

Mr. Ken Specht
National Lead Company
111 Broadway
New York City, N. Y.

Dear Ken:

I thought you would like to have a copy for your files of our Dealer Warehouse Agreement with your Company, and I am accordingly enclosing copy of same.

Dutch Boy sales look bright white in the future in this area.

Sincerely yours,

STEIN PAINT COMPANY

Arthur Stein
Arthur Stein

AS:ol
enc.

N 27344.01

NL 000041506



MR. SPECHT

DEALER WAREHOUSE AGREEMENT BETWEEN STEIN PAINT COMPANY AND NATIONAL LEAD CO.

AMOUNT OF FUNCTIONAL CREDIT

* The functional credit shall be 10%. It will be allowed on net sales to established Dutch Boy franchised dealers, approved by the manager or sales manager of the branch. Approval for a functional sale to any account other than defined above can only be granted by the New York General Sales Office. The functional credit will apply to all items in our regular printed Blue & White and Black & Yellow Price Lists with the exception of Keg Products. No credit will be allowed on any warehouse-dealer's sales to himself as a Dutch Boy dealer or to any paint outlet in which he, his partnership or corporation maintains a financial interest.

QUANTITY SHIPMENTS

Quantity discounts of 2,000 gallons at 7%, 1,500 gallons at 5% and 500 gallons at 3% shall apply to the warehouse-dealer or any dealer serviced by the warehouse-dealer whenever the requirements of our quantity shipment policy have been satisfied.

FUNCTIONAL CREDIT - QUANTITY SHIPMENTS

* It is the intent of the policy governing quantity shipments that all such shipments will originate from National Lead Company manufacturing plants and will be shipped direct to the ordering dealer's store or warehouse. The warehouse-dealer servicing an account receiving a direct quantity shipment will receive a functional credit of 5% on the net amount (after deductions for quantity and case discounts) of such invoice.

FREIGHT CHARGES

All shipping charges on shipments by the warehouse-dealer shall be borne by the warehouse-dealer.

ADVERTISING ALLOWANCE

The standard cooperative advertising arrangement will apply to all dealers serviced by the warehouse dealer. Individual accounts requesting advertising credit should apply to the local National Lead Company branch office.

INVOICING AND ACCOUNTS RECEIVABLE

National Lead Company will do all billing and collecting. The warehouse dealer assumes no financial responsibility on accounts receivable.

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RETURNS - DAMAGES - SHORTAGES

Any of the above occurring on shipments made by the warehouse dealer is the responsibility of the warehouse dealer.

DURATION

Ⓡ after this agreement has been in effect for 11 months. Either party reserves the right to dissolve the above agreement thirty days after written notification. Should this agreement be dissolved by either party, Ⓡ we agree to take back paint involved in this arrangement and credit Stein Paint Company at the purchase price.

TERRITORY DESCRIPTION

of 85 wa

List attached.

Dated October 17, 1963

R. W. Backer
R. W. BACKER, COMPTROLLER

Clyde S. Lea
CLYDE S. LEA, TRADE SALES MANAGER

Arthur Stein
ARTHUR STEIN, PRESIDENT
STEIN PAINT COMPANY

NL 000041508