

FILE NAME: Saberhagen (SBH)

DATE: 1951 Feb 20

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DOCUMENT DESCRIPTION: Letter to Colombia Asbestos Co. from Pabco Products, Inc. RE Pabco Engineering Service Unit Agreement

February 20, 1951

Mr. George Baerlich
Columbia Asbestos Company
111 S. W. Front Ave.
Portland 4, Oregon

Dear George:

I am enclosing herewith your Pacco Engineering Service Unit agreement which is our standard form used for all our Service Units throughout the United States. I have dated this back to January 2, 1951, having selected that date for no specific purpose except that it is a convenient date and approximately when you became aggressively active. The date, of course, has no bearing on your past relationship with us because we have regarded you as our official Service Unit ever since you decided to reorganize the Columbia Asbestos Company.

You will find that the description of your closed territory, as shown in Exhibit B, is exactly as suggested by you when I was last in Portland. In the meantime, this has been fully cleared with both Ed Caberhagen and George Roscovich. Therefore, we are all in perfect harmony with respect to this territory division.

In a separate letter addressed jointly to you, The Broder Company and Tacoma Asbestos, I will define for you three the Spokane territory together with your present joint privileges therein. This is also exactly as you suggested.

All counties in the state of Washington not shown on your contract or within the defined Spokane area are closed territory for The Broder Company and Tacoma Asbestos Company. Furthermore, their closed territory also includes the territory of Alaska. This should get the question of territories clearly and fairly defined for all.

I am enclosing herewith two signed and counter-signed copies of your agreement. Please sign them both, keeping one for your records and returning the second copy for our records at this office.

We have ordered an appropriate cover for your company, showing your name in gold, etc., which has not as yet been received.

Exhibit A-1

I did not want to hold up your contract any longer because of the cover. Therefore, as soon as it is received, it will be sent to you and you can insert your copy of the contract therein.

I trust you will find this all in order.

Kindest personal regards.

Sincerely yours,

PABCO PRODUCTS INC.



R. H. Chase, Sales Manager
Insulation Division

rhc;vr

cc: J. C. Voiles
R. E. Bounds
J. W. Cordrey

AGREEMENT

PABCO ENGINEERING SERVICE UNIT

THIS AGREEMENT made and entered into this **2nd** day of **January**, 19 **51** by and between **THE PARAFFINE COMPANIES, INC.** having its principal place of business in San Francisco, California, hereinafter referred to as **Factory**, and **Columbia Asbestos Company**, having a place of business at **Portland, Oregon** hereinafter referred to as **Service Unit**.

WITNESSETH:

WHEREAS, the **Factory** is a manufacturer and/or supplier of the products hereinafter described, and the **Service Unit** desires to become a **PABCO ENGINEERING SERVICE UNIT** with respect to such products;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. DEFINITION. A **PABCO ENGINEERING SERVICE UNIT** is defined as follows: A corporation, partnership, or proprietorship, actively engaged in the business of insulation contracting and/or distributing:

- (a) who maintains adequate offices, warehouses, and stocks of products covered by this agreement; and
- (b) who performs functional services through an adequate and competent sales and engineering organization, in the interest of the products covered by this agreement, and in a manner satisfactory to the **Factory**; and
- (c) who uses all reasonable and reasonably continuous efforts and endeavors to sell the products covered by this agreement, to meet the needs of its customers, and to establish and continuously supply as large a market therefor as it reasonably can.

II. APPOINTMENT. In consideration of the **Service Unit's** desire, ability, and willingness to cooperatively and continuously, throughout the life of this agreement, qualify as a **PABCO ENGINEERING SERVICE UNIT**, the **Factory** hereby appoints the **Service Unit** a **PABCO ENGINEERING SERVICE UNIT**, entitled to all the rights and privileges herein provided. The **Factory** will cooperatively and continuously, throughout the life of this agreement, place the strongest support deemed practical by the **Factory** behind the efforts of the **Service Unit** with respect to functions covered by this agreement.

III. PRODUCTS. The products covered by this agreement are set forth in "Exhibit A," attached hereto. The **Service Unit** agrees to buy his entire requirements of such products from the **Factory** during the life of this agreement.

IV. TERRITORY. The **Factory** grants to the **Service Unit** sales rights with respect to the products covered by this agreement, in such area, and under such specific conditions as are set forth in "Exhibit B," attached hereto.

The **Service Unit** will sell and/or deliver the products covered by this agreement, only within that territory covered by this agreement, unless permission shall first have been obtained in writing from the **Factory**.

V. PRICES, TERMS OF DELIVERY AND PAYMENT. The **Factory** hereby grants to the **Service Unit** continuously throughout the life of this agreement, its best current **PABCO ENGINEERING SERVICE UNIT** prices, terms and conditions of sale, as applicable to the territory involved, and as issued in writing from time to time by the **Factory**, and the **Service Unit** agrees to pay such prices under such terms and conditions for all products purchased by it hereunder.

EXHIBIT A-3

VI. PRICE PROTECT N. Should the Factory's applicable PABC ENGINEERING SERVICE UNIT prices, terms and conditions of sale, be changed to a more or less favorable basis, then Service Unit will be protected to the extent set forth in "Exhibit C," attached hereto.

VII. FINANCIAL RESPONSIBILITY. In the event that either party be adjudged to be bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or should a permanent receiver be appointed to administer its affairs, then this agreement shall cease and terminate.

The acceptance of all orders placed with the Factory hereunder, by the Service Unit, shall be subject to approval by the Credit Department of the Factory at the time of the receipt thereof.

VIII. TRANSFER. This agreement is personal to the Service Unit, and is non-transferable and non-assignable by act of the Service Unit or by operation of law, except upon the written consent of the Factory.

IX. OBLIGATIONS. Neither party to this agreement shall be held responsible for failure to meet its obligations under this agreement if prevented by reasons beyond its control, including acts of God, governmental orders or regulations, wars, invasions, riots, strikes, fires, accidents, transportation delays, embargoes, or car shortages.

X. TERMINATION. This agreement will continue in effect for an indefinite period, subject to termination, however, by either party giving to the other party not less than ninety (90) days notice in writing of termination, which notice may be given at any time during the existence of this agreement.

XI. EFFECTIVE. This agreement shall become effective only when countersigned at the Factory's General Office at San Francisco.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed on the date first above written.

THE PARAFFINE COMPANIES, INC.

By *[Signature]*
Regional Manager

Columbia Asbestos Company

By *[Signature]* (Buyer)
[Signature]

Countersigned *[Signature]*, 1951

THE PARAFFINE COMPANIES, INC.

(General Office)
By *[Signature]*
Sales Manager, Insulation Division