PLAINTIFF'S EXHIBIT FOS-895

NORTH AMERICAN ABESTOS CORPORATION

Agreement for the sale of Asbestos Fibre

Seller:

NORTH AMERICAN ASBESTOS CORPORATION
[redacted] 150 N. Wacker Dr.
Chicago, Illinois [redacted] 60606

Buyer:

FOSECO INC.
20200 Sheldon Road, Brookpark
Cleveland, Ohio 44142

The Seller agrees to sell and the Buyer agrees to buy the following goods on the terms and conditions herein contained.

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1. **DESCRIPTION AND QUANTITY**
Asbestos fibre in metric tons of 1,000 kilos net weight (2,204 lbs.).

Grade S33/65 Tons 1,550

Delivery of the quantities shown is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the Agreement. If for any reason these estimates are not maintained the quantities to be delivered under this Agreement may be proportionately reduced at the option of the Seller.

2. **PRICE**

Per metric ton of 1,000 kilos net weight (2,204 lbs.). $246 f.o.b. vessel Port of Philadelphia -- On releases from warehouse add $25 per metric ton f.o.b. dock warehouse Phila.

Delivery:
During calendar year of 1972

Packages:
110.2 pound bags - net weight

Minimum size of shipments: On direct shipment from South Africa only-25 metric to

The above price(s) do not include duties and taxes; if applicable, these shall be for the account of the Buyer.

The price(s) mentioned above is (are) based on the conditions existing at the date of this Agreement. Seller, therefore, has the right at any time during the continuance of the Agreement to notify Buyer of increased prices, which will become applicable to any deliveries shipped after the date specified in such notification, whether they are caused by increased ocean freight rates, increased mining costs or a change in the rate of exchange of South African Rands, or any other cause. As to asbestos fibre affected by any price increase, the Buyer shall have the right to cancel deliveries of such fibre by written notice received by the Seller prior to shipment of such fibre from the mines.

3. **TERMS OF PAYMENT**
Net ten days from date of shipment from U. S. point of origin.

4. **INLAND FREIGHT AND INSURANCE** and costs of loading and unloading are for account of the Buyer. Seller will give prompt advice of details of each shipment to Buyer, but in the event of mutilation, delay, or non-delivery of any communication, Seller shall not be responsible for demurrage charges or other consequences arising therefrom.

5. **SHIPMENT**

Intervals:

Quantities:

Unless otherwise provided above, shipment will be made under this Agreement in approximately equal monthly quantities. Any changes in shipping instructions shall be supplied to Seller at least ninety days in advance of the desired delivery date. Every effort will be made to insure prompt delivery subject to shipping schedules. Any tonnage not shipped for any reason by December 31, 19____ shall be automatically cancelled.

6. **PALLETIZING**
Bags will be palletized at the mines only upon the Buyer's written request and the cost thereof shall be for the account of the Buyer.

7. **DELIVERY DELAYS**
Seller will not be responsible for any delay in, or prevention of, deliveries by reason of any prohibition on the export or shipment of asbestos fibre, force majeure or any cause whatsoever beyond the Seller's control. Causes beyond Seller's control include (whether in its own facilities or any other facility affecting the production, transportation or delivery of the product) fire, windstorm, earthquake or other natural disaster; strikes, lockouts or other work stoppages; wars, civil wars, riots or civil commotion; priorities or other Government allocations or controls; interference or restraint of public authority (whether lawful or not); explosion or accident; epidemics or quarantine restrictions; failure of its suppliers to deliver; shortage of raw material or labor; or any other cause (whether or not of the same kind as those here specified) which it canont provide against by the exercise of reasonable diligence. Deliveries affected by any of the above causes may be cancelled in whole or in part, or the time thereof may be proportionately extended at Seller's option.

8. **WARRANTY**
The Seller warrants that the asbestos fibre to be supplied hereunder will conform to the description in paragraph 1 above.

THIS WARRANTY IS THE ONLY WARRANTY MADE BY THE SELLER OR ANYONE ELSE WITH RESPECT TO THE ASBESTOS FIBRE BEING SOLD HEREUNDER AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL WARRANTIES OR GUARANTEES OF ANY KIND HAVE BEEN MADE TO PURCHASER.

For any failure of the asbestos fibre delivered hereunder to conform with the description in paragraph 1 above, Seller's liability shall be limited to replacing the defective fibre. Seller reserves the right to inspect or have inspected by an authorized representative any fibre before authorizing replacemnt of such fibre under this warranty clause.

9. **NOTICE OF CLAIMS & LIABILITY**

Buyer shall give written notice of a claim for any cause whatsoever within thirty days after arrival of any shipment at U. S. port of entry, and failure to do so shall constitute a waiver by the Buyer of all claims. In no event shall the Seller be liable for consequential or special damages, and the Seller's liability on any claim for loss or liability arising out of or connected with the supplying of asbestos fibre hereunder, or the sale, resale or use of such fibre, whether based on warranty, contract, negligence or other grounds, shall not in any case exceed the contract price of the fibre involved in the claim.

10. **COMPLETE AGREEMENT**

This written Agreement constitutes the entire agreement between the parties pertaining to the purchase and sale of the asbestos fibre described herein and can be modified only in writing signed by an authorized representative of both parties. The Seller's failure to object to provisions in any subsequent communication from the Buyer relating to the asbestos fibre described herein, whether designated a "purchase order", "shipping instructions" or otherwise, shall not be deemed a waiver of any of the terms and conditions stated herein nor acceptance of such provisions. All proposals, negotiations and representations, if any, made prior and with reference hereto are merged herein.

11. **WAIVER**

No provision hereof and no breach of any provision shall be deemed waived by reason of any previous waiver of such provision or of any breach thereof.

12. **SEVERABILITY**

If any term, condition or provision of this order shall be declared void, invalid or unenforceable, all of the remaining terms, conditions and provisions shall continue to be fully effective and in force.

13. **REQUIRED PROVISIONS**

Any clause required to be included in a contract of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein.

14. **NOTICE TO SELLER**

Any notice required to be given to the Seller shall be sent, via registered or certified mail, or by telex, to the following address:

NORTH AMERICAN ASBESTOS CORPORATION
[redacted] 150 N. Wacker Drive
Chicago, Illinois [redacted] 60606

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 19____.

Seller: NORTH AMERICAN ASBESTOS CORP.

Attest:_____ By_____
Joan Holtze, Secretary

Buyer: FOSECO, INC.

Attest:_____ By_____

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