

ARMCO STEEL CORPORATION

GENERAL PURCHASING DIVISION

MIDDLETOWN, OHIO

DATE

4/5/56 jm

PURCHASE ORDER

No. GSE 40608 C

SHOW THIS NUMBER ON ALL INVOICES,
PACKAGES, SHIPPING PAPERS & CORRES-
PONDENCE.

GSE-40608-C

MCGRAW CONSTRUCTION COMPANY
FIRST NATIONAL BANK BUILDING
MIDDLETOWN, OHIO

SHIP TO:

ARMCO STEEL CORPO

PLAINTIFF'S EXHIBIT

MGC-438

ROUTED	TO	DATE REQUIRED	TERMS	COMMODITY
	SHIPPING POINT		REG	ENGINEERING SERVICES
QUOTATION			REQ. NO. GSE-443	FINAL CHARGE LATER
QUANTITY	PRICE			
FURNISH MISCELLANEOUS ENGINEERING SERVICES AS DIRECTED BY THE CHIEF ENGINEER OF ARMCO ON A COST PLUS 7 1/2% BASIS. IT IS UNDERSTOOD THAT THIS MISCELLANEOUS ENGINEERING DOES NOT INCLUDE ANY MAJOR ENGINEERING PROGRAM OR ENGINEERING FOR A MAJOR CONSTRUCTION EXPANSION PROGRAM OF ARMCO FOR WHICH SEPARATE CONTRACTS WILL BE NEGOTIATED. IF ANY WORK INCLUDED BY THIS ORDER BECOMES A CONTRACT, THE ENGINEERING COST IS TO BE INCLUDED IN THE COST OF WORK AND THE ENG- INEERING FEE IS TO BECOME PART OF THE TOTAL FEE. THIS ORDER SUPERSEDES P.O. NO. G 16275 DATED JANUARY 20, 1954. NO OHIO SALES OR USE TAX TO BE CHARGED ON THIS ORDER. ARMCO STEEL CORP. PAYS THE TAX DIRECT UNDER PERMIT NO. 161				

IMPORTANT

MAIL THE FOLLOWING TO: GENERAL PURCHASING DIVISION, MIDDLETOWN, OHIO

ACKNOWLEDGMENT - ACKNOWLEDGE IMMEDIATELY - SPECIFY EXACT
SHIPPING DATES/N. B/L - IMMEDIATELY FOR EACH SHIPMENT
(ALSO ONE COPY TO CONSIGNEE)

INVOICE - RENDER IN DUPLICATE ON DAY OF SHIPMENT

TERMS/CONDITIONS - SUBJECT TO TERMS & CONDITIONS ON REVERSE SIDE HEREOF.

G - 5760

ARMCO STEEL CORPORATION
MIDDLETOWN, OHIO

J. S. THOMAS

DIRECTOR OF PURCHASES

BY

GENERAL PURCHASING DIVISION

McGCon 3101

40608

PURCHASE ORDER

No. 40608-0

SHOW THIS NUMBER ON ALL INVOICES, PACKAGES, SHIPPING PAPERS & CORRESPONDENCE

40608-0

ARMCO STEEL CORPORATION
GENERAL PURCHASING DIVISION
MIDDLETOWN, OHIO

DATE 4/2/56

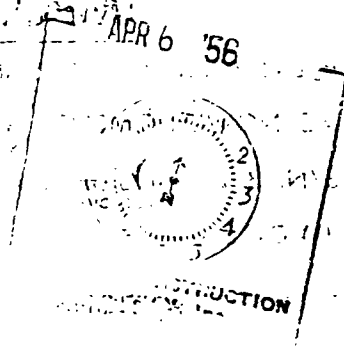


SHIP TO: ARMCO STEEL CORPORATION

McGraw Construction Company
First National Bank Building
Middletown, Ohio

TERMS AND CONDITIONS

1. The Buyer reserves the right to cancel this order if shipping date specified is not satisfactory to it or if not filled within the time specified.
2. The Buyer will not honor drafts under any circumstances.
3. Unless otherwise expressly agreed, the Buyer will not pay for packaging or transportation charges.
4. The Seller will protect and reimburse the Buyer for all cost, expense or damages arising from the infringement or alleged infringement of letters patent by the material or by equipment furnished pursuant to this order or by the necessary mode of operation of the equipment so furnished.
5. If this purchase order requires the performance of work or services on Buyer's property, then Seller shall indemnify and save harmless Buyer of and from (a) all claims which may be made against Buyer by reason of any injury or damage suffered or sustained by any person, firm or corporation caused by or alleged to have been caused by an act or omission, negligent or otherwise, of Seller or of Seller's employees, workmen, servants or agents; (b) any and all injury or damage to Buyer's property occupied or used by or in proximity to the site of the work, caused by an act or omission, negligent or otherwise, of Seller or of Seller's employees, servants or agents; and (c) all claims which may be made against Buyer by reason of any injury or damage, however caused, which may be suffered or sustained by employees, workmen, servants or agents of Seller.
Seller will provide at its sole expense, public liability and property damage insurance in amounts of not less than \$100,000 for liabilities arising out of bodily injury to or death of one person and a total of \$300,000 for all liabilities arising out of bodily injury to or death of two or more persons in any one accident and not less than \$25,000 for liabilities arising out of injuries to or destruction of property in one accident and a total of \$50,000 for all liabilities arising out of injuries to or destruction of property. Such insurance shall specifically refer to the contract created by the acceptance of this purchase order and specifically cover the liabilities assumed by Seller hereunder. Seller shall furnish evidence of such insurance as required by Buyer.
6. Acceptance hereof or delivery hereunder shall constitute a representation by the Seller that prices of material covered hereby do not exceed maximum prices allowable under applicable law or regulation.
7. Either Buyer or Seller may cancel this purchase order in the event that the other party becomes bankrupt or insolvent or makes an assignment for the benefit of creditors.
8. This purchase order is not assignable in whole or in part.
9. Seller shall comply with all requirements of the laws of the State in which Seller is performing the work hereunder relating to Workmen's Compensation and Employer's liability.
10. Seller agrees to comply fully with the provisions of the Fair Labor Standards Act of 1938, as amended, in the production of the articles or the performance of the services covered by this purchase order if subject to said Act. All invoices must contain a representation as to such compliance.



McGCon 3102