

October 27, 1976

MR. T. C. WALKER

R. K. JOHNSON
J. T. LEONARD

R.H.S. memo 10-20-76

DOW VCM PROPOSAL #26898

1. Section 5. - Quantity Measurement

Mr. C. J. Kleinert advises this is acceptable. We will have metering devices on our side of the fence.

2. Section 6. - Terms of Sales

We agree that we should continue to push for bi-monthly invoicing, Net 30 Days

Their proposal is better than what we have with our present contract, i.e. bi-monthly, net 10 days.

3. Section 8. - Credit

We agree with Mr. Schake. Our present contract had the following statement added:

"Any such cancellation for failure to pay may be voided by buyer curing the breach within fifteen days from the date of sending such notice."

4. Section 15. - Price Per Unit

We should attempt to change this to read:
"Dow's lowest VCM price to the PVC industry"

5. Section 16. - Price and Terms

We agree with Mr. Schake. Our present contract allows them to increase the price the first day of any month upon 15 days prior written notice. It also includes the statement: "Price charged may not exceed Seller's PVC industry price."

6. Section 17. - Favored Nations

We should try to improve, although it may be difficult. We can understand Dow not wanting to be tied to some old contractual commitments.

R. K. Johnson ✓
J. T. Leonard

RKJ/JTL/dla

OCC 017498

Firestone
INTEROFFICE

DATE October 26, 1976
TO Mr. J. T. Leonard FROM C. J. Kleinert
REFERENCE
SUBJECT DOW VCM PROPOSAL #26898

In reference to Section 5 concerning quantity measurement, it is acceptable to us that Dow dual meter (Turbine Line meters) the vinyl chloride transmitted to our third site.

You should be aware that in our capital estimate we are including a meter on our side of the property line as a cross check against the Dow delivery device.

It should be noted in the contract that in the event of failure of the Dow meters that the Firestone system would govern.


C. J. Kleinert

CJK/rm

cc: Mr. K. P. Hochschwender
Mr. F. F. Hoy

S1273

OCC 017499