

(ii) if Dana's requirements for such product for the last quarter shall have been less than the amount forecast for such quarter, the difference between its actual requirements and the amount of such forecast and

(iii) any reasonable additional amounts of inventory of such product which S & K may have on hand at the end of said period.

4. Prices. Gasketing material sold by S & K to Dana pursuant to this Agreement shall be at the prices shown on the attached Schedule "A". It is agreed that the prices of Schedule "A" are subject to verification by the parties within 30 days hereof of the raw material costs submitted to Philip Carey Corporation by S & K, as shown on Schedule "B". In the event that it shall be determined that said raw material costs do not truly reflect the actual raw material costs of S & K at 1st February, 1969, then the prices of Schedule "A" shall be changed to directly reflect any such differences. Payment of S & K's invoices by Dana shall be made on the basis of net 15th prox.

5. Product Specifications. S & K warrants and agrees that all gasketing materials sold by S & K to Dana pursuant to this Agreement shall be made in accordance with the