



AGREEMENT

THIS AGREEMENT, made and entered into as of the sixth day of January, 1958, by and between The Eagle-Picher Company, an Ohio Corporation, hereinafter referred to as "Eagle-Picher", and Owens-Corning Fiberglas Corporation, hereinafter referred to as "Owens-Corning".

WITNESSETH:

IT IS AGREED AS FOLLOWS:

(1) DESCRIPTION OF PRODUCTS

(a) "Fenco Mineral Wool Insulating Cement" is defined as a thermal insulating cement manufactured under United States Patent No. 2,237,745, packed in 50-pound multiwall paper bags bearing said patent number.

(b) "Fenco All-Purpose Cement" is defined as a single coat, quick setting, insulating-finishing cement, packed in 50-pound bags.

(2) REQUIREMENTS

Eagle-Picher will manufacture for and sell to Owens-Corning and Owens-Corning will buy from Eagle-Picher, Owens-Corning's requirements of those materials listed under "(1) DESCRIPTION OF PRODUCTS" as (a), (b), such commodities to be under Owens-Corning's trade marks and labels.

(3) PRICES AND TERMS

Prices and terms are set forth in Exhibit A, hereto attached and made a part hereof.

Prices may be revised by Eagle-Picher from time to time on giving notice to Owens-Corning, ~~however, no price revision shall be made~~

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~~unless Eagle-Picher simultaneously makes effective price changes to its distributors and applying contractors.~~

In the event such revised prices should be unacceptable or unsatisfactory, Owens-Corning may cancel this agreement by giving Eagle-Picher notice in writing within ten (30) days after receipt of notice of such revised prices.

(4) QUALITY

Commodities covered by this agreement shall conform to Eagle-Picher's standard sales specifications which apply to said commodities generally offered to the trade by Eagle-Picher.

In the event such specifications are modified or changed by Eagle-Picher, such modifications or changes shall forthwith be communicated to Owens-Corning.

Any claim for defective material, imperfect manufacture, shortage in count, or for any other cause, shall be presented to Eagle-Picher by Owens-Corning within thirty (30) days after Owens-Corning's receipt of such claim from its customers, and no claim shall be made for consequential damages.

(5) SHIPMENTS

Carload and l.c.l. shipments will be made from time to time as the wants of Owens-Corning may require, provided Owens-Corning gives to Eagle-Picher reasonable notice of the amounts of such shipments to enable Eagle-Picher to make and ship same.

(6) CONTINGENCIES

Causes beyond the control of either party, such as strikes, fires, casualties at plants, or other difficulties which make it impossible to fulfill the requirements of this agreement, shall constitute an excuse for non-performance during the period of such disability.

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Eagle-Picher may add to the price stated herein any taxes or other charges imposed by governmental authority upon the sales, shipment, or use of said commodities.

(7) PATENTS

X Eagle-Picher shall protect and indemnify Owens-Corning from and against all claims, damages, judgments, expenses and loss arising from the infringement or alleged infringement of any patent of the United States by any of the goods delivered hereunder; but Eagle-Picher does not warrant against infringement by reason of the use thereof in combination with other materials or in the operation of any process; and Eagle-Picher shall defend or settle at its own expense any suit or proceeding brought against Owens-Corning for such infringement, provided that Eagle-Picher is notified promptly in writing of the commencement of such suit or proceeding and is given authority, information and assistance by Owens-Corning for the defense or settlement thereof.

(8) DURATION

This agreement shall be operative for a period of one (1) year and shall continue indefinitely thereafter, subject to termination by either party at any time after one (1) year subsequent to the date of executing hereof on giving the other twelve (12) months notice in writing.

In the event of termination, Owens-Corning shall purchase from Eagle-Picher at Eagle-Picher's cost such bags bearing Owens-Corning design which Eagle-Picher may have on hand at the effective date of such termination.

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(9) ASSISTANCE TO FURNISHED BY EAGLE-PICHER

Eagle-Picher will furnish to Owens-Corning

(a) Such sales help and counsel as Eagle-Picher Sales and Engineering Departments may be equipped to afford.

(b) Standard size samples, free of charge, in packages which will be paid for by Owens-Corning, F.O.B., Joplin, Missouri.

(10) ASSIGNS

This agreement shall not be assignable by either party unless the written consent of the other is first had and obtained.

(11) ENTIRE AGREEMENT

There is no understanding or agreement regarding this contract other than shown herein.

Executed in duplicate as of the day and year above written.

ATTEST:

THE EAGLE-PICHER COMPANY

By _____

ATTEST:

OWENS-CORNING FIBERGLAS CORPORATION

By _____

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Exhibit A

EAGLE-PICHER INDUSTRIAL INSULATION PRODUCTS

RESTRICTED PRICE LIST

OWENS-CORNING FIBERGLAS CORPORATION

EAGLE-PICHER PRODUCT NAME	OWENS-CORNING PRODUCT NAME	DESTINATION	PRICE PER NET TON
Eagle-Picher Super "66" Cement	FENCO Mineral Wool Cement	San Francisco, California	\$106.00
		Oakland, California	
		Sacramento, California	
		Fresno, California	
		Los Angeles, California	
		Wilmington, California	
Eagle-Picher One-Cote Cement	FENCO All Purpose Cement	Phoenix, Arizona	\$106.00
		Albuquerque, New Mexico	
		Salt Lake City, Utah	
		Portland, Oregon	
		Seattle, Washington	
		Spokane, Washington	
		Billings, Montana	

F. O. B. Point: Joplin, Mo. No freight allowed.

Terms: 15 10th Prox., Net 30th Prox.

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THE EAGLE-PICHER COMPANY

(EXAMPLE OF INVOICE)

INVOICE NO. _____
DATE _____

SOLD TO: Owens Corning Fiberglas Corp.
Newark, Ohio

SHIPPED TO: Same
Houston, Texas

800 - 50 lb. Bags FENCO Mineral Wool Cement 409-P-14 @ 3.75	\$3,000.00
Plus: ppd. freight 40,720# @ .96	390.91
Less: F/A @ max 40,720# @ .80	<u>323.76</u>
	65.15
3% tax	<u>1.95</u>
	<u>67.10</u>
	\$3,067.10
Less: 10% Commission on material	<u>300.00</u>
<i>(Discount)</i>	\$2,767.10

(Note: Freight rate is illustrative)

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THE EAGLE-PICHER COMPANY

(EXAMPLE OF INVOICE)

INVOICE NO. _____
DATE _____

SOLE TO: Owens-Corning Fiberglas Corp.
Newark, Ohio

SHIPPED TO: Same
Cincinnati, Ohio

100 - 50 lb. Bags FENCO All-Purpose Cement 433-P-14 @ 4.50		\$450.00
Plus: F/B Waukegan 5090W @ 1.65	83.98	
Less: F/A @ max 5090W @ 1.25	<u>63.62</u>	
	20.36	
3% tax	<u>.61</u>	<u>20.97</u>
		\$470.97
Less: 10% Commission on material		<u>45.00</u>
		\$425.97

(Note: Freight rate is illustrative)

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