THIS AGREEMENT made and entered into as of this 2nd day of March, 1953, by and between THE GLIDDEN COMPANY, an Ohio corporation, with general offices in Cleveland, Ohio, hereinafter referred to as "Seller," and THE EAGLE-PICHER SALES COMPANY, a Delaware corporation, with general offices in Cincinnati, Ohio, hereinafter referred to as "Buyer,"

WITNESSETH:

WHEREAS, The Eagle-Picher Company, Buyer's parent and its sole source of Dry Carbonate of White Lead, is discontinuing the manufacture of Dry Carbonate of White Lead, and Buyer is desirous of acquiring a source of supply of Dry Carbonate of White Lead to enable Buyer to offer a full line of pigments to its trade; and

WHEREAS, Seller is desirous of increasing its production and sale of Dry Carbonate of White Lead and is willing to supply Buyer with its entire requirements of Dry Carbonate of White Lead for resale,

IT IS AGREED AS FOLLOWS:

Seller agrees to sell and Buyer agrees to buy upon the following terms and conditions:

1. MATERIAL

Dry Carbonate of White Lead (hereinafter sometimes referred to as White Lead).

Material covered by this Agreement shall be the Seller's standard grades of product currently being offered to its own trade.

Such material shall be packaged in multiwall paper bags of a quality equivalent to bags currently used by Seller in packaging its own material. Such bags shall bear Buyer's marks and designs.

2. QUANTITY

Buyer's resale requirements, but not more than 50% of Seller's total volume of production during any month.

3. PRICE

(a) The price to be paid by Buyer for each individual shipment hereunder shall be Seller's established price to the industry in which the material is sold by Buyer, f.o.b. Scranton, Pennsylvania, full freight allowed to destination, in effect on date order is placed or on date of shipment, whichever is specified by Buyer at the time each order is placed by Buyer.

(b) Price as used herein is Seller's published price, f.o.b. Scranton, Pennsylvania, with full freight allowed, subject to the proviso that the maximum freight allowance shall not exceed the freight from Scranton, Pennsylvania, to St. Louis, Missouri.

(c) To encourage Buyer to use its best efforts to market White Lead, thereby enabling Seller to increase its production and sale of White Lead, prices set forth in this Item 3 shall be subject to the following monthly adjustments to be deducted from the price charged Buyer by Seller, such adjustments to be applied on Buyer's net cost which is defined as Seller's published price less 1%:

(1) On purchases made by Buyer up to 200 tons per month, Buyer shall be allowed an adjustment of 2½%.

(2) In the event Buyer's purchases shall range from 200 to 250 tons per month, the adjustment shall be 3% of all purchases made by Buyer.

(3) In the event Buyer's purchases shall range from 250 to 300 tons per month, the adjustment shall be 4% of all purchases made by Buyer.

(4) In the event Buyer's purchases shall range from 300 to 350 tons per month, the adjustment shall be 5% of all purchases made by Buyer.

(5) In the event Buyer's purchases shall be 350 tons or more, the adjustment shall be 6% on all purchases made by Buyer.

At the end of each month an accounting will be made to reflect the net adjustment provided in Item 3(c)(1) to (5), inclusive, and payment will be made to Buyer as determined by such accounting.

4. TERMS OF PAYMENT

1%, 10 days, net cash 30 days from date of invoice. Invoices shall be payable in lawful currency of the United States.

5. SHIPPING INSTRUCTIONS

Shipments will be made from time to time as the needs of Buyer may require, and will be directed by Seller to destinations which Buyer may from time to time select.

All shipments will be made in name of Buyer with freight prepaid, and Buyer's standard forms will be used by Seller.

6. LIABILITY FOR RESULTS OBTAINED

Seller makes no warranty of any kind, express or implied, except that the material sold hereunder shall be of merchantable quality; and the Buyer and its customers assume all risk and liability for results obtained by the use of the material, whether used singly or in combination with other products.

7. CLAIMS

No claim of any kind, whether as to material delivered or for nondelivery of material, shall be greater in amount than the purchase price of the material in respect of which such damages are claimed, and failure to give notice of claim within sixty (60) days from date of delivery, or the date fixed for delivery, respectively, shall constitute a waiver by Buyer of all claims in respect to such material.

8. TAXES

Buyer shall reimburse Seller for all taxes, excises or other charges which the Seller may be required to pay to any government (national, state or local) upon the sale or production of the material sold hereunder.

9. CONTINGENCIES

No liability shall result from delay in performance or non-performance caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, flood, war, government action, accident, labor trouble or shortage, inability to obtain material, equipment or transportation. Quantities so affected shall be eliminated from the contract without liability, but the contract shall remain otherwise unaffected.

10. ASSIGNMENT

This Agreement may be assigned by either of the parties to any corporation resulting from the consolidation or merger of either of said parties into any corporation whether or not such party be the surviving corporation in such merger or consolidation, but shall not be otherwise assignable without the agreement in writing first had of each of the parties hereto.

11. PATENT INDEMNITY

Seller warrants that the use or sale of the material delivered hereunder will not infringe the claims of any United States patent covering the material itself; but does not warrant against infringement by reason of the use thereof in combination with other material or in the operation of any process.

12. FAIR LABOR STANDARDS

Seller warrants that in the performance of this contract it will comply with the Fair Labor Standards Act of 1938 and any amendments thereto.

13. DURATION

This Agreement shall become effective as of March 2 1957 and shall continue for a period of five (5) years therefrom, and from year to year thereafter, subject to cancellation at the end of such five year period, or at the end of any year thereafter, by either party giving the other twelve

(12) months' notice in writing, and subject further to the right of the Seller to cancel this Agreement at any time on ninety (90) days' notice in writing in the event it discontinues the manufacture of White Lead.

14. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by Arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

15. ENTIRETY OF CONTRACT

This Agreement constitutes the entire contract of sale and purchase of the material named herein. No modification shall be of any force or effect unless in writing and signed by the party claimed to be bound thereby, and no modification shall be effected by the acknowledgment or acceptance of purchase order forms containing different conditions.

IN WITNESS WHEREOF, this Agreement has been duly executed by the proper officer of The Glidden Company and by the proper officer of The Eagle-Picher Sales Company as of the day and year first above written.

THE GLIDDEN COMPANY

By [signature]

THE EAGLE-PICHER SALES COMPANY

By [signature]

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