

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the twenty-sixth day of December, 1957, by and between the Eagle-Picher Company, an Ohio corporation, hereinafter referred to as "Eagle-Picher", and North American Refractories Company, a Delaware Corporation, hereinafter referred to as "North American".

WITNESSETH:

IT IS AGREED AS FOLLOWS:

(1) DESCRIPTION OF PRODUCTS

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

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

(c) "PV Supertemp Block" is defined as an all purpose thermal insulation, mineral wool block packed in cardboard cartons.

(2) REQUIREMENTS

Eagle-Picher will manufacture for and sell to North American and North American will buy from Eagle-Picher, North American's requirements of those materials listed under "(1) DESCRIPTION OF PRODUCTS" as (a), (b), and (c), such commodities to be under North American'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 North American; however, no price revision shall be made unless Eagle-Picher simultaneously makes effective price changes to its distributors and applying contractors.

In the event such revised prices shall be unacceptable or unsatisfactory, North American may cancel this agreement by giving Eagle-Picher notice in writing within ten (10) 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, a copy of such specifications, marked Exhibit B, being hereto attached and made a part hereof.

In the event such specifications are modified or changed by Eagle-Picher, such modifications or changes shall forthwith be communicated to North American in writing.

Any claim for defective material, imperfect manufacture, shortage in count, or for any other cause, shall be presented to Eagle-Picher by North American within thirty (30) days after North American's receipt of such claim from its customers.

(5) SHIPMENTS

Shipments will be made from time to time as the wants of North American may require, provided North American 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.

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

Eagle-Picher shall protect and indemnify North American 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 North American 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 North American for the defense or settlement thereof.

(8) DURATION

This agreement shall be operative for a period of two (2) months and shall continue indefinitely thereafter, subject to termination by either party at any time after two (2) months subsequent to the date of executing hereof on giving the other party one (1) month's notice in writing.

In the event of termination, North American shall purchase from Eagle-Picher at Eagle-Picher's cost such bags and/or cartons bearing

North American's design which Eagle-Picher may have on hand at the effective date of such termination. Such bags and/or cartons shall not exceed a maximum of 6000 in number.

(9) ASSISTANCE TO BE FURNISHED BY EAGLE-PICHER

Eagle-Picher will furnish to North American:

(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 North American, F.O.B. Joplin, Missouri.

(c) Such cartons and bags required for the packaging and shipping of the commodities covered by this agreement, such containers to bear North American's design, which will be applied only on such containers furnished North American, it being understood that North American shall bear the cost of printing dies.

(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:

Richard Brown
May

ATTEST:

W. E. Brown

THE EAGLE-PICHER COMPANY

BY Glen Christner

NORTH AMERICAN REFRACTORIES COMPANY

BY W. E. Brown

E X H I B I T A

EAGLE-PICHER INDUSTRIAL INSULATION PRODUCTS

Restricted Price List

North American Refractories Co.

Cleveland, Ohio

EAGLE-PICHER PRODUCT NAME	CONTAINER SIZE	NARCO PRODUCT NAME	PRICE UNIT	PRICE
PV Supertemp Block	Carton		Board Foot	17 \$.164 East* .172 All Other .180
Super "66" Cement	50 lb. Bag		Net Ton	\$85.50 East* 99.90 All Other
One-Cote Cement	50 lb. Bag		Net Ton	\$85.50 East* 99.90 All Other

* EAST - Price in area East of and including Pennsylvania, West Virginia, Virginia, North Carolina, South Carolina, Georgia and Florida. Same price applies in states of California, Oregon and Washington, and in Canada.

Terms: 1st 10th prox., net 30th prox.

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

Extra Charges: An extra charge of \$2.50 per order will be made for each ICL order.

Minimum Weights:

Carload Shipments

Block 30,000 lbs. (Approximately 17,000 bd.ft.)
Cement 40,000 lbs.
(Mixed cars of Block and Cement - 40,000 lbs. minimum)

Truckload Shipments

20,000 - 23,000 lbs. (Minimum weight depends both on commodity and destination, and there are a few exceptions - both higher and lower. Consult Eagle-Picher General Office at Cincinnati for minimum applying to specific shipment.)

E X H I B I T B

(BLOCK INSULATION)

Eagle-Picher Product Specification No. I-1 is a part of this specification.
The following additional requirements shall be added to I-1 for "Purchaser".

1. Under paragraph 1, Product Name, "Purchaser's Block Insulation" shall be submitted for "Eagle-Picher Supertemp Block Insulation."
2. Under paragraph 4, Patents, Trade Marks and Copyrights, Omit parts a. and b. (Trade Marks for Eagle-Picher and Supertemp.)
3. Under paragraph 8, Preparation for Shipment, the following shall be substituted for part b.
 - b. All three standard size cartons shall be printed on 5 sides in the type, colors and layout as per approved design. The following information shall be printed on the front and back:

1. Purchaser Industrial Insulations for High Temperatures.
2. Block Insulation.
3. Purchaser's name and location.

The following information shall be printed on both sides:

1. Block Insulation
2. _____ Pieces
3. Size _____
4. Sq.Ft. _____
5. Bd.Ft. _____
6. Purchaser's name and location.

The top shall be printed as follows:

1. USE NO HOOKS
2. KEEP DRY

E X H I B I T B

(INSULATING CEMENT)

Eagle-Picher Product Specification No. I-5 is a part of this specification. The following additional requirements shall be added to I-5 for Purchaser's Insulating Cement:

1. Under Paragraph 1, Product Name, "Purchaser's Insulating Cement" shall be substituted for "Eagle-Picher Super '66' Insulating Cement."
2. Under Paragraph 4, Patents, Trade Marks and Copyrights, omit parts a. and b. (Trade Marks for Eagle-Picher and "66"). Retain part c. (Pat. 2237745.)
3. Under Paragraph 8, Preparation for Shipment, the following shall be substituted for paragraph 8: (Fifty pound bag - U. S. A.)
 - A. Container shall be 3 ply (40-40-50 Kraft) bags, 23-1/2" x 42" tube size, secured with an 18 gauge soft wire loop bag tie.
 - B. Bags shall be printed on one face with printing in the type, color and layout as per approved design, containing the following information:
 1. Purchaser's name for High Temperatures.
 2. Insulating Cement.
 3. Important - Read Instructions Carefully.
 - a. To mix Purchaser's Insulating Cement, add eleven (11) pounds (1-1/3 gallons) of CLEAN, FRESH water to five (5) pounds of dry cement. The cement will then be sufficiently wet to provide the correct adhesiveness for easy and immediate application.
 - b. Thoroughly clean all surfaces to be insulated.
 - c. For the first coat, apply the material by hand in spots approximately 4 inches apart, then fill in between the spots to evenly cover the surface.

3. B. 3. d. Apply first coat 1/2 to 3/4 inches thick and allow to dry.

Allow each coat to dry before applying next coat. The last coat can be trowelled to a smooth finish.

e. Heat should be provided in equipment, if possible, to enable insulation to dry faster and more uniformly.

f. Allow cement to dry thoroughly before applying protective coating.

4. Made under Patent 2,237,745.

5. Purchaser's Name.

6. Purchaser's Location.

7. 50 Pounds Net.

8. Made in U. S. A.

C. A lot number shall be stamped on each container to permit complete manufacturing identification.

D. Bags shall be filled with the required net weight of material, secured with a soft wire loop bag tie then stored in a dry, protected location.

E. Purchaser's Insulating Cement shall be identified on the Bills of Lading as "Mineral Wool Cement."

North American Refractories
Executed Agreements

UNR 007427