

PLAINTIFF'S
EXHIBIT

K-989

OWENS-CORNING FIBERGLAS CORPORATION

GENERAL OFFICES • TOLEDO 1, OHIO

The Engle-Picher Company
The American Building
Cincinnati 1, Ohio

February 28, 1958

Gentlemen:

We hereby appoint you a National Distributor of Industrial Insulation Products effective January 1, 1958.

The scope of this Agreement is as follows:

We will sell to you for resale to Distributor-Contractors the Industrial Insulation Products listed in Exhibit A hereto attached at the prices and under the terms and conditions as established by us from time to time as applicable to National Distributors of Industrial Insulation Products. Products may be added or dropped by mutual agreement and our General Terms and Conditions of Sale, including the provisions relating to price changes set out in Exhibit B hereto attached, apply to all sales made under this Agreement. The territory includes our zones 1, 2, 3, 3A and 4 as shown on the map set out in Exhibit B.

As a National Distributor, you will actively promote the sale of the products covered by this Agreement throughout the territory referred to above. You will maintain an adequate force of salesmen trained in the sale and application of these products who will actively solicit architectural specifications as well as sales to Distributor-Contractors.

Each of us recognizes the right of the other to select its customers and determine the terms and conditions of sale applicable to its sales but sales other than those referred to above are outside the scope of and specifically excluded from this Agreement.

This Agreement is to continue in effect until December 31, 1958 and thereafter, subject, however, to termination by either party after December 31, 1958 on 12 months' written notice.

If the foregoing is agreeable to you, please indicate your acceptance below and initial the attached exhibits; then, kindly return one copy to us.

Very truly yours,

OWENS-CORNING FIBERGLAS CORPORATION

ACCEPTED:

This 21st day of March , 1958.

THE ENGLE-PICHER COMPANY

By

Title Vice President

By

John W. Wambach
Vice President

FIBERGLAS

UNR 007442

EXHIBIT A

The following products are covered by the Agreement appointing Eagle-Picher Company a National Distributor of Fiberglas Industrial Insulation Products effective January 1, 1958:

1. Standard Pipe Insulation
2. Low Pressure Pipe-Insulation
3. White Dual Temperature Pipe Insulation
4. Low Temperature Pipe Insulation
5. Block Insulation No. 600
6. Type PF-600 Series Insulations
7. Coated Duct Insulation
8. Vapor Seal Duct Insulation
9. Foil Faced Vapor Seal Duct Insulation
10. Flexible Duct Insulation Faced and Unfaced
11. Flexible Duct Liner

OWENS-CORNING
FIBERGLAS

P - G - E - N - E - R - A - L

March 1, 1954

Supersedes P-Gen'l 9-1-51

INFORMATION PERTINENT TO THE PURCHASE OF FIBERGLAS PRODUCTS

General Information For Use By Customers and Branch Sales Offices

HOW TO ORDER

PRICING AND SHIPPING DATA

Each order is complete in itself and all pertinent information must be given. Fiberglas products are priced on a list and discount or on a net basis. Refer to individual price sheets for listings.

Factors Influencing Prices are:

- a. Shipping zone as identified on the price sheet or discount sheet,
- b. Class of trade as defined on the price sheet or discount sheet,
- c. Quantity released in one shipment to one destination: carload or L.C.L.,
- d. Standard stock or made-to-order.

Net prices may be subject to price additions or deductions as defined on the price or discount sheet.

Prices apply to releases against orders. The quantity of each type of each product released by the customer for shipment at one time and to one destination determines the price bracket or the discount that may be deducted from the list price.

Certain mixed carload privileges are allowed and are defined on the individual market price sheet. Mixed carloads can be computed by proportioning the quantity of each product to its nominal carload quantity. If the shipment of these several proportions equals or exceeds 100 percent, the carload discounts will apply.

Carload quantities, when defined on the individual market price sheets, are for pricing purposes only and are not necessarily indicative of quantities which physically fill a car. Customers should indicate which items may be increased or decreased to fill car. If a car supplied by the carrier for shipment of these products is smaller or larger than the average and cannot take these quantities, carload discounts will apply to the quantity the car will hold when loaded to full visible capacity.

In many cases it is helpful for customers to submit commitments and/or letters of intent setting forth estimated future demands for the Corporation's products. This is valuable from the point of view of continued availability, economic scheduling of production, and also assists the Corporation to provide materials as needed. These letters of intent must be supplemented by orders as soon as customer's firm requirements of the Corporation's products are established.

PLEASE BE SURE EVERY ORDER GIVES ALL THE FOLLOWING INFORMATION:

1. Order Number (customer's).
2. Name and description of each product ordered.
3. Quantity of each product ordered.
4. Size, thickness, and packaging.
5. Applicable Discounts, if any.
6. Price additions and/or deductions.
7. Net price.
8. Destination.
9. Special shipping instructions.
10. Requested shipping date.
11. Routing (R.R. siding, etc.)

Note: See individual price sheet for minimum quantity, terms, and special ordering instructions:

All orders must be sent via the branch sales offices.

Standard packages will not be broken except as specifically noted on price sheets.