PLAINTIFF'S EXHIBIT
ASA-50

PROPOSAL

DARBYSHIRE STEEL CO., INC.

STEEL WAREHOUSE

BARS - PLATES - SHAPES - SHEETS - SHAFTING

FABRICATORS STEEL BRIDGES BUILDINGS

ENGINEERS - FOUNDERS - MACHINISTS

El Paso, Texas 79912

June 1, 1972

Whse. and Sales
CANUTILLO, TEXAS
ODESSA, TEXAS
BROWNWOOD, TEXAS

Works and Office
CANUTILLO, TEXAS
Phone (915) 884-4401
Box 12883 • El Paso, Texas 79912

REFER TO FILE
455-E-72

American Smelting & Refining
P. O. Box 1111
El Paso, Texas

RE: Breechings & Expansion Joints
El Paso, Texas

Gentlemen:

We propose to furnish the following in accordance with Dwg. EP-3644.

3 - Stack Breechings as Shown
3 - Stack Breechings Opposite Hand
6 - Expansion Joints (10-Ga. M.S. Plate)
TOTAL PRICE: $8,299.00
(Includes 3/4 3/8 Round Nuts on Outside, 18" O.C. Both Ways All Around Stack Breechings)
Total Approx. Wt. - 9-1/2 Tons

Notes: 1. If 10-Ga. 316 S.S. Plate is furnished for Expansion Joint in Lieu of 10-Ga. M.S. Plate - ~~ADD: $5,102.00~~
2. Stack Breechings to be completely shop assembled.
3. Shop Paint: All surfaces sandblasted
Interior Two (2) Coats Coal Tar Epoxy (or Equal)
Exterior One (1) Coat Galva-Kote (or Equal)
(No Paint on Stainless Steel If Used)
4. Add for one (1) 2'-0" Sq. Manhole in Top of Each Breeching SIDE
(Total of six (6) Manholes)
Add Approx. 500 Lbs. - ADD: $ 320.00

Delivery: Six (6) Weeks After Receipt of Order. $ 8619.00

Prices are F.O.B. Our Plant with Freight Allowed to Jobsite; You Unload.

Terms: Net cash 30 days, or ½ of 1% discount, if paid in 10 days from date of each invoice. In case payment is not made as agreed, you agree to pay interest on deferred payments from the time they are due at the rate of 8% per annum. And if this Contract is placed in the hands of an Attorney for collection, or if collected by suit, you agree to pay our reasonable attorney fees.

All payments under the terms hereof are due and payable in funds current at par in our office in the City of El Paso, Texas.

This Proposal is made for acceptance by you in writing within 30 days from this date, and shall become a contract only upon approval at our home office in El Paso, Texas, whereupon an executed counterpart of this Proposal, or letter confirming approval, will be delivered to you.

THIS PROPOSAL INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PAGE.

WE INCLUDE NO STATE SALES OR USE TAXES

Respectfully Submitted,

Accepted, _____

DARBYSHIRE STEEL CO., INC.

By _____

By Richard A. Elfont, Sales Manager

Date _____

Approved _____

PLEASE SIGN ONE COPY AND RETURN TO US.

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

HER 0000019

1. If prices are based on unit weights, the total weight on which payments shall be made shall be calculated, unless otherwise specifically noted, in accordance with the Code of Standard Practice of American Institute of Steel Construction, Inc. and/or the Code of Standard Practice of the Concrete Reinforcing Steel Institute, whichever may be applicable. In all particulars not specifically covered hereby all provisions of such Codes, as revised to the date hereof, shall be applicable to this Proposal and shall bind both parties.

2. This proposal is limited to the specific materials listed herein and unless otherwise specifically noted in the typewritten section hereof, this Proposal does not include cost of inspection, bonds, sand blasting, or flame cleaning of the steel before shop painting, field measurements, trucking beyond nearest accessible point, unloading, spotting, switching or other delivery charges at destination, or any present or future tax based on the sale, use or consumption of any of the materials covered hereby; and you will pay to us on demand the amount of any such tax which we may be required to pay or collect.

3. The place of fabrication, the routing and method of shipment, and the place or price of purchase, of the materials included hereunder shall be at our sole discretion.

4. You agree to check carefully material against shipping papers upon unloading at destination. No claims for shortages or for improper, defective or damaged material will be recognized by us unless written notice specifying in detail the nature and extent of the shortage, defect or damage be mailed to our office within five days from unloading accompanied, in the case of claim for shortage or damage, by original freight bill with a notation on the face thereof by the local agent of the carrier as to the items and quantity short or damaged. When we deliver by truck, all claims for shortages or damaged materials must be sent to us on date of delivery.

5. Correction of minor misfits and a reasonable amount of reaming and cutting shall be considered a legitimate part of erection and any error in shop work which prevents the proper assembling and fitting up of parts by the use of drift pins, or a moderate amount of reaming, cutting and chipping, shall be reported within forty-eight hours to us and our approval of the method of correction and the cost of same obtained. Positively no claims for correcting errors will be recognized or allowed unless the foregoing conditions are complied with. The amount of the claim shall be for the actual correction of the error, and no claim for incidental delay or expense will be allowed. The amount of the claim shall not exceed the cost of replacing the member corrected.

6. Upon receipt by us of the foregoing notice, so substantiated, we agree to replace such shortage and material not up to contract requirements. We will in no case pay or be liable for any claims resulting from use of improper, defective or damaged material, and no claims will be allowed on account of any purchases or returned material, unless authorized in writing by our Home Office. No allowance will be made for labor, material, repairs or alterations without our written consent.

7. We shall have a valid first mortgage lien upon all materials furnished hereunder to secure the payment of all amounts due to us hereunder. A failure to pay any installment of the purchase price when due, shall at the option of the holder hereof, mature all installments owing thereon.

8. We shall be excused for delays in performance caused by delays at rolling mill; delays, losses or damages in transportation; fires, floods, storms, strikes or other differences with employees; war, riot or embargoes; shortages of cars, fuel, labor or materials; acts of civil or military authorities; or any cause beyond our reasonable control, whether or not related or similar to any of the foregoing. Acceptance of materials on delivery shall constitute a waiver of any claims for damages due to delay, whether or not excused by the foregoing.

9. Material shall be at your risk from delivery by us to the carrier, f.o.b. Shipping Point. Wherever possible, prices named in this proposal are based on carload shipments. Any additional cost incident to shipments being made in less than carload lots, is for your account.

10. Your failure to furnish necessary information to enable us to prepare shop drawings or your default in making payments due hereunder or any other default on your part hereunder will entitle us, without notice to you, to stop shipments already made, and, upon notice to you, to cancel the unexecuted portion of the contract, to recover the value of the material wholly or partially fabricated and the work done hereunder up to the time of such cancellation and to hold you for damages, without prejudice to any other remedy for failure of your performance hereunder. Further, in the event of disapproval of credit by our Credit Department by reason of events occurring or becoming known to it after the date of Home Office approval hereof, we may suspend any shipment or delivery or performance of work until receipt of payment or furnishing of satisfactory security, without prejudice to any other remedy for failure of your performance hereunder, and immediately upon the happening of any such suspension we shall have the right to render invoices, payable on demand, for the value of the material wholly or partially fabricated and the work done hereunder up to the time of the commencement of such suspension.

11. We assume no responsibility for the design on those jobs where we prepare shop drawings, placing drawings or lists from designs furnished by others.

12. No conditions, representations or agreements altering, detracting from or adding to the terms hereof, shall be valid unless printed or written hereon or evidenced in writing from our home office and accepted by you.

13. In the event of a conflict between the terms and conditions of this Proposal and the terms and conditions stated in the plans and specifications the terms of this Proposal shall govern.

14. If we ship lugs, angle iron, or other loose parts attached to fabricated structural members, we do so only as a trade courtesy, and it is agreed that such attachments are not represented or warranted as being sufficient for safety in hoisting and erecting the materials. You accept notice, which is hereby given, that for purposes of safety in hoisting and erecting material, we are free of responsibility and that all material should be carefully looked over to see that all attachments are safe before hoisting and raising for erection.

15. If any article included in this proposal furnished to your specifications, or the process of its fabrication, is covered by a patent, your acceptance of this proposal will constitute an agreement on your part to hold us harmless from any actions, costs or expenses occasioned by any infringement by us in the performance of this contract of such patent or patents.