



MAR 20 1962

TELEPHONE: EXPR662 7-3631

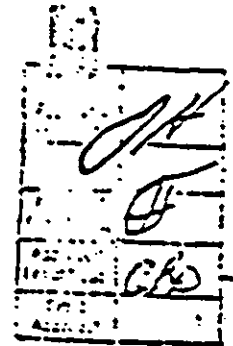
100 NORTH LIME STREET
LANCASTER, PENNSYLVANIA

March 23, 1962

Mr. John P. Harrington
Asst. National Sales Manager
Industrial Insulation
The Eagle-Picher Company
American Building
Cincinnati 1, Ohio

Dear John:

Subject: Private Label Agreement
Armstrong Cork Company
The Eagle-Picher Company



4-3-62
JCHW.

Do not believe you have a bona
fide agreement for a partial.

I am enclosing copies of the subject agreement which have been signed and attested by Mr. R. R. Peck and myself.

requirements
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You will note that we have not filled in the effective date of the agreement but if you are agreeable, would like to suggest that we make the effective date March 15, 1962 so that we may include any orders already placed with your company.

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Please note also that we have included under Section (1) DESCRIPTION OF PRODUCTS, a notation adding the products listed in your letter of January 12, 1962 to me. The only other change occurs in Section (2) REQUIREMENTS, where we have added a notation to indicate that you will manufacture and sell to us and we will buy from you our partial requirements of all applicable materials. As we have discussed in the past, this notation is not meant in any way to restrict our purchases of your materials, but is merely meant to clarify the present non-exclusive nature of our agreement.

COMMENT.
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If agreeable, I would appreciate your filling in the effective date of the agreement, initialing the additions and modifications mentioned above, and returning one signed copy of the agreement for our permanent files.

Sincerely yours,

W. B. King
W. B. King, Manager
Purchasing Department

DB

Enclosures

EPX00716

THIS AGREEMENT, made and entered into as of the 15th
day of March, 1962, by and between The Eagle-Picher Company, an Ohio
Corporation, hereinafter referred to as "Eagle-Picher" and Armstrong Cork
Company, a Pennsylvania Corporation, hereinafter referred to as "Armstrong
Cork".

WITNESSETH:

IT IS AGREED AS FOLLOWS:

(1) DESCRIPTION OF PRODUCTS

(a) Super "66" Insulating 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.

(d) "MT Board" is defined as a [✓] mineral fiber board made in
two densities (8 $\frac{1}{2}$ and 10 $\frac{1}{2}$ per cu. ft.) and packed in either cartons or bundles.

(e) "Felt" is defined as a mineral wool fiber material made
in 4, 6 and 8 $\frac{1}{2}$ densities, and packed in either cartons or bundles.

AND THE ABOVE PRODUCTS LISTED IN LETTER OF 1/12/62 TO W.B. KING AND
SENT BY J.P. WILSON

(2) REQUIREMENTS

Eagle-Picher will manufacture for and sell to Armstrong Cork and
Armstrong Cork will buy from Eagle-Picher, Armstrong Cork's ^{P/CHAL} requirements of
those materials listed under "(1) DESCRIPTION OF PRODUCTS" as (a); (b), (c),
(d) and (e), such commodities to be under Armstrong Cork's trademarks and labels.

(3) PRICES AND TERMS

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

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Prices may be revised by Eagle-Picher from time to time on giving notice to Armstrong Cork; 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, Armstrong Cork 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 Armstrong Cork in writing.

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

(5) SHIPMENTS

Shipments will be made from time to time as the wants of Armstrong Cork may require, provided Armstrong Cork 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 Armstrong Cork 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 Armstrong Cork 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 Armstrong Cork 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 party one (1) month's notice in writing.

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

Armstrong Cork'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 Armstrong Cork:

- (a) Usual sales help and counsel which Eagle-Picher Sales Department provides their franchised contractor outlets.
- (b) Standard size samples, free of charge, in packages which will be paid for by Armstrong Cork, 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 Armstrong Cork's design, which will be applied only on such containers furnished Armstrong Cork, it being understood that Armstrong Cork 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

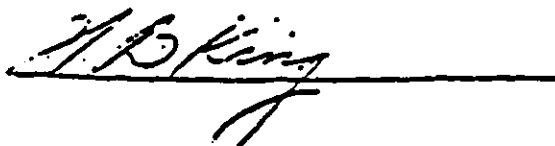
There is no understanding or agreement regarding this contract other than shown herein.

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

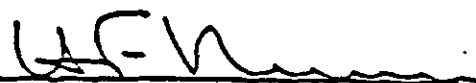
ATTEST:



ATTEST:



THE EAGLE-PICHER COMPANY

BY 

ARMSTRONG CORK COMPANY.

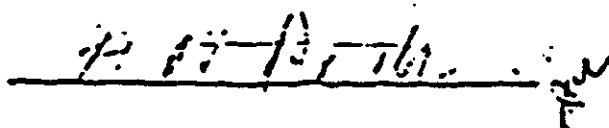


EXHIBIT B

1. ARMSTRONG ARMATEMP CEMENT NO. 166
Equivalent Eagle-Picher Super "66" Cement packed in Armstrong Armatemp Cement No. 166 bags 50# net weight.

Package Specifications

Open mouth, sewn bottom bag, size 19½" x 4" x 41", constructed of 1/50# and 2/40# natural kraft, spot pasted and thumb cut at top. Face printed in two colors, Sinclair and Valentine #316 Red and #1 White, for Armatemp Cement No. 166, net weight 50#. Mixing instructions, freight classification stamp, Form No. D-1004-B and bag size to appear on back in red.

2. ARMSTRONG ARMATEMP CEMENT NO. 10
Equivalent Eagle-Picher One-Cote Cement packed in Armstrong Armatemp Cement No. 10 bags 50# net weight.

Package Specifications

Open mouth, sewn bottom bag, size 17" x 4" x 37", constructed of 1/50# and 2/40# natural kraft, spot pasted and thumb cut at top. Face printed in two colors, Sinclair and Valentine #316 Red and #1 White for Armatemp Cement No. 10, net weight 50#. Mixing instructions, freight classification stamp, Form No. D-1005-B and bag size to appear on back in red.

3. ARMSTRONG ARMATEMP BLOCK
Equivalent Eagle-Picher PV Supertemp Block packed in Armatemp Cork printed cartons except 3½" block which is packed in plain cartons.

<u>Block Thickness</u>	<u>Length</u>	<u>Carton Size Width</u>	<u>Depth</u>	<u>Bd. Ft. Per Carton</u>
1" - 2" - 4"	16-1/8"	12-1/8"	36-1/8"	48
1½" - 2½" - 3"	15-1/8"	12-1/8"	36-1/8"	45
3½"	14-1/8"	12-1/8"	36-1/8"	42

Package Specifications

Regular slotted carton - 275# test, A flute corrugation. The two 15" or 16" x 36" panels printed in two colors, G.C.M.I. #74 Red and #91 White, with design for Armstrong Armatemp Block, Form No. D-1003. Contents layout and Form N. D-1003 printed in red on one 12" x 36" panel freight classification stamp and carton size or identifying number printed in red on opposite 12" x 36" panel.

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4. ARMSTRONG MT AND MT-10 BOARDS

Equivalent Eagle-Picher MT and MT-10 Boards made from a dark grey Mineral Wool fiber with a high temperature binder and formed into rectangular sheets of controlled thickness and density. The board is relatively dust free, water repellent and with parallel faces and square corners.

Packare Specifications

- Packages shall be plain cartons, 2 piece with 2" overlap, RSC, made from 200 lb. test stock with B flute and with stitched closure. Standard sizes are as follows:

48 1/2" x 24 1/2" x 18"
48 1/2" x 24 1/2" x 20"

- Packages shall be marked to show either MT or MT-10 Board, size, and number of pieces packed.

Cartons shall be filled in accordance with the following tables:

<u>Thickness</u>	<u>Pcs./Carton</u>	<u>Sq.Ft./Carton</u>	<u>Carton Size</u>
1"	20	160	20"
1 1/2"	12	96	18"
2"	10	80	20"
2 1/2"	8	64	20"
3"	6	48	18"
*3 1/2"	5	40	18"
*4"	5	40	20"

*Does not apply to MT-10 Board.

<u>Thickness</u>	<u>Bd.Ft./Carton</u>	<u>Approx. Gross Wt/Ctn.</u>	
		<u>MT</u>	<u>MT-10</u>
1", 2", 2 1/2" and 4"	160	112 lb.	139 lb.
1 1/2", 3" and 3 1/2"	144	101 lb.	125 lb.

Cartons shall be stapled closed.

All packages shall be marked with a code number that will permit complete manufacturing identification.

Cars or trucks shall be inspected and any wire, nails, or other protuberances which might tear bag shall be removed. Bags shall be suitably protected, if such hazards cannot be removed to prevent damage in transit or when opening doors at destination.

This product shall be identified on shipping forms as "Mineral Wool in Solid Flat Sheets".

EPX00724