



KELLY-MOORE PAINT COMPANY, INC.

QUALITY PRODUCTS

1015 COMMERCIAL STREET • SAN CARLOS, CALIFORNIA • 95061

November 5, 1968

Georgia-Pacific Corporation
Commonwealth Building
Portland, Oregon 97204

Attention: Mr. George F. Baitinger
Product Manager

Subject: Joint Treatment Products

Gentlemen:

We shall be pleased to supply your requirements of Joint Treatment Products and related materials under the following terms and conditions:

1. PRODUCTS AND PRICES

The items available are shown on Exhibit "A" attached, together with prices which include cost of containers and are F.O.B. our factories as listed. The prices are subject to change on thirty (30) days notice.

2. TERMS OF PAYMENT

1% - 10th prox.; net 30th of the month following date of invoice.

3. PACKAGES

- a. Dry powder joint cement and wall textures will be packed in bags having sewn ends and self-sealing valves. Ceiling textures are packed in bags with pasted ends and self-sealing valves. They will bear your brand designation for which you are to furnish the art work. Ready-Mix Joint Compound will be packed in 50 lb. cartons, five-gallon pails and one-gallon cans.
- b. At any time you desire to change the design printed on any container, you will be obligated to purchase the packed goods then in stock; also, the packaging material on hand bearing the old design which will be charged to you at our cost, including freight.

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- c. *If your purchases of materials covered by this agreement are not sufficient to enable us to provide packages at costs to us which are comparable to costs of our own packages, the prices of such finished products will be reviewed annually and appropriate upward adjustments will be made to reflect the higher costs of packaging.

4. ORDERS

Purchase orders should be placed directly with our Paco Division plants as shown on the attached price schedule. Generally, shipments are expected to be in 20,000 lb. minimum truck loads or 60,000 lb. minimum rail cars to minimize your freight costs and our handling costs. Extra charges will be made for orders under 20,000 lbs. as shown on Exhibit "A".

5. MINIMUM QUANTITIES

See Exhibit "A" for minimum-order quantities.

6. AVAILABILITY

All orders accepted are subject to the availability of the necessary raw materials and our ability to manufacture the quantities ordered. It is agreed that Kelly-Moore shall not incur any liability in any way whatsoever for any failure to manufacture and/or deliver any orders placed by Georgia-Pacific.

7. PALLET CHARGE

All shipments will normally be made on hardwood pallets 42" x 44" stenciled "K-M PACO". These pallets will be invoiced to you at \$5.00 each and you will receive a \$5.00 credit when returned to any of our plants freight prepaid. Only K-M Paco hardwood pallets will be accepted for return credit; however, damaged pallets will receive full credit. In the event of termination of this agreement by either party, full credit will be given for any pallets returned within ninety (90) days after termination date and a cash refund made to Georgia-Pacific. No pallets will be accepted for return credit after said ninety (90) day period.

8. DEFECTIVE MATERIAL

Reasonable care will be used to produce and ship only first-class quality material. However, in the event of a complaint respecting quality, samples of the material in question, together with the factory batch number

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which is shown on the bag or container, must be submitted for our examination and analysis. If proven defective, our liability shall be limited to replacement of like quantity without charge, F.O.B. destination of the original shipment made by us.

9. EXCLUSIVE PURCHASE

Georgia-Pacific Corporation agrees to purchase all of its requirements for its sales in California for the products listed in Exhibit "A" exclusively from Kelly-Moore so long as this agreement is in effect.

10. EFFECTIVE DATE

If these terms and conditions are acceptable, please sign and return the duplicate of this letter and this arrangement shall then become effective as of the date of acceptance. It shall remain in effect until cancelled by either party upon written notice to the other at least sixty (60) days prior to the effective date of the termination. Failure to pay invoices when due shall be cause for immediate termination by Kelly-Moore without prior notice to Georgia-Pacific.

Yours truly,

KELLY-MOORE PAINT COMPANY, INC.

William E. Moore

William E. Moore, President

WEM/pey
Encls.

ACCEPTED:

Georgia-Pacific Corporation

By: *Kan* *William E. Wilson* *JPB*

Authorized Signature

Title: *VP - General Mgr*

Date: *12-27-68*

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EXHIBIT "A"

PRODUCT LIST

<u>Kelly-Moore Product Name</u>	<u>Georgia-Pacific Product Name</u>	<u>Container Type & Size</u>	<u>Min. Quantity Per Order*</u>	<u>Price</u>
Bedding Cement	Bedding	25 lb. bag	80 bags	1.52 per bag
Topping Cement	Topping	25 lb. bag	80 bags	1.52 per bag
All Purpose Joint Cement	All Purpose	25 lb. bag	80 bags	1.52 per bag
Vinyl All Purpose Joint Cement	Triple Duty	25 lb. bag	80 bags	1.52 per bag
K-300 Ceiling Texture	Bestex D	31 lb. bag	80 bags	2.28 per bag
K-340 Ceiling Texture	Bestex D	40 lb. bag	80 bags	2.38 per bag
15X Wall Texture	Bestex A	25 lb. bag	80 bags	1.46 per bag
15X Wall Texture	Bestex A	50 lb. bag	40 bags	2.92 per bag
Vinyl Ready-Mix Joint Cement	Ready-Mix	5 gal. pail	40 pails	3.26 per pail
Vinyl Ready-Mix Joint Cement	Ready-Mix	4 gal. carton	40 cartons	2.22 per carton
Vinyl Ready-Mix Joint Cement	Ready-Mix	1 gal. can	24 gallons	0.96 per gallon

* Orders under 20,000 lb. minimum will have a \$10.00 service charge added. Minimum shipment - one order, one delivery 10,000 lbs.

NOTE: All items are F.O.B. San Carlos, California, except Vinyl Ready-Mix Joint Cement which is F.O.B. San Carlos or Ontario. Orders are to be placed at the following locations:

Paco Textures Division
1057 Commercial Street
San Carlos, California 94070

Ph. (415) 591-9611

Paco Textures Division
1400 South Campus Avenue
Ontario, California 91764

Ph. (714) 986-2021

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