FILE NAME: Cape Asbestos (CAPE)

DATE: 1976 Feb 10

DOC#: CAPE013

DOCUMENT DESCRIPTION: Purchase Order - Rogers Corp to North American Asbestos Corp. [North American Asbestos was a Subsidiary of Cape Asbestos]

ADDRESS ALL INVOICES IN TRIPLICATE AND ALL CORRESPONDENCE TO

ROGERS CORPORATION
PURCHASING DEPARTMENT
ROGERS, CONNECTICUT 06263
203 774-9605

PURCHASE ORDER
A 20765 W
SHOW ABOVE NUMBER ON ALL PAPERS & PACKAGES.

DATE: February 10, 1976
1320

FEB 17 1976

VENDOR
North American Asbestos Corporation
150 North Wacker Drive
Chicago, Illinois 60606

SHIP TO
ROGERS CORPORATION
ROGERS, CONN. 06263 DOCK
WILLIMANTIC, CONN. 06226 DOCK
XX MANCHESTER, CONN. 06040 DOCK
E. WOODSTOCK, CONN. 06281 DOCK

ATTENTION:

SHIP VIA	F.O.B.	TERMS	DELIVERY REQUIRED BY
Boat/Truck	Shipping Point	Net 10 Days	5-1-76

ITEM	*	QUANTITY	DESCRIPTION	PRICE
	*	56 Metric Tons	Grade H Crocidolite Blue Asbestos (Pressure Packed Bags -- Palletized)	682.00 FOB vessel Pt of Montreal

Q. A. INSPECTION PER: Class I

* SEE TAX EXEMPTION CERTIFICATE ON REVERSE SIDE.

CARL R. WELSHMAN-SENIOR BUYER
Carl R. Welshman
PURCHASING DEPARTMENT

NAAC-SF-0041284

1. ACCEPTANCE This order expressly limits acceptance to the terms stated herein. Any additional or different terms proposed by seller are objected to and hereby rejected unless specifically accepted in writing by buyer. Acceptance of this order shall be by receipt by buyer of a signed acknowledgment or by shipment to buyer of all or part of the goods pursuant to this order. This order is non-assignable by seller, except for raw materials and standard or commercial components.

2. PRICE Seller warrants that the prices for the articles sold to buyer under this order are not less favorable than those currently extended to any other customer for the same or like articles in equal or less quantities. If seller reduces its price for such articles during the term of this order, seller agrees to reduce the prices hereunder correspondingly. Prices stated in this order are inclusive of all charges for packing, containers, insurance and transportation, except as otherwise specifically provided on the face of the order. All taxes based upon or measured by sale, use or manufacture shall be shown separately on seller's invoice. Prices offered and accepted are in ~~U. S. dollars and are not subject to escalation~~ except by mutual consent in writing.

3. CHANGES Buyer shall have the right to make, from time to time, without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, quantity and delivery schedule. Seller shall promptly notify buyer when such changes affect price or terms and shall request written authorization modifying the order accordingly. Claims for adjustments under this clause must be asserted in writing within 30 days from date of receipt of notification of the change(s).

4. BUYER-FURNISHED PROPERTY Dies, tools, jigs, fixtures, patterns, molds, and equipment ordered by buyer hereunder or supplied to seller by buyer shall become and remain the property of buyer, shall be used by seller exclusively in the manufacture of products for buyer, shall be returned to buyer upon request without additional charge and seller shall be fully responsible for any loss or damage to such items while in seller's custody. Seller shall, at no additional cost to buyer, maintain all said items in good condition and repair, or replace them to the extent necessary for performance of this and future orders placed by buyer.

All drawings, specifications, data or technical information (all of which shall be referred to as "information") furnished by buyer shall be and remain buyer's property. Unless such information was known to seller with the free right to use it prior to disclosure by buyer, or unless such information is disclosed to seller by a third party or becomes publicly known other than through breach of this obligation, seller shall not reveal such information to any other person, and such information shall be used by seller only on behalf of buyer. All such information, and all copies thereof shall be returned upon request by buyer.

5. Seller shall indemnify buyer and its customers against any loss, damage, liability or expense resulting from infringement of patents, trademarks or copyrights based on the manufacture, normal use or sale of goods furnished hereunder, except where such infringement arises solely from seller's adherence to buyer's written instructions or directions which do not involve seller's commercial merchandise or items of seller's origin, design or selection, and buyer shall so indemnify seller in any such excepted case. Buyer and seller shall each defend or settle, at its own expense, any suit or proceeding against the other for which it is responsible hereunder. Each party shall give the other reasonable notice of any claim of infringement to which this indemnity applies and offer to allow the other to defend any suit resulting therefrom and cooperate in every reasonable way with the other in defending such claim. If buyer or its customers is prevented from using or selling any goods furnished hereunder by an injunction on account of any infringement to which seller's indemnity applies, seller shall, at buyer's option and at no expense to buyer, either replace such goods with non-infringing goods or modify such goods so they are free of infringement or remove said goods and refund the purchase price thereof.

6. DELIVERY Seller recognizes that adherence to the date of delivery or for completion of work described in this order is of primary importance. If seller for any reason, including contingencies covered by paragraph No. 7 below, does not meet designated delivery or completion schedules buyer may at its option either approve the revised delivery schedule, reduce the total quantity covered by this order by the amount of omitted shipments reducing the price pro rata, or terminate the order, without liability for any such revision, reduction or termination. Deliveries made in advance of the designated schedule are prohibited without buyer's prior written consent. Buyer may refuse at no cost or liability to buyer deliveries made or attempted on Saturdays, Sundays, holidays or after 4:30 p.m. on weekdays, unless otherwise agreed to in writing.

7. CONTINGENCY Neither party shall be held responsible for any damages or losses resulting if the fulfillment of any terms or provisions of this order are delayed or prevented by revolutions or other disorders, wars, strikes, floods, fires, acts of God, or, without limiting the foregoing, any other cause not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence said party is unable to prevent, whether of the class of causes delineated above or not. Buyer's options under the above circumstances are delineated in paragraph No. 6 above.

8. SHIPPING Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to buyer upon buyer's inspection and acceptance of such items at buyer's plant. An itemized packing slip referencing this order number must be enclosed with each shipment. Failure to provide packing slips may result in excusable delay in processing seller's invoices. Buyer's count shall be accepted as conclusive on all shipments not accompanied by a packing slip.

9. INSPECTION Buyer reserves the right to inspect and test goods ordered at any time or place, including the period of manufacture, and to make final inspection and acceptance at buyer's plant, notwithstanding any prior inspections or payments. Payments made to receive cash discounts do not negate buyer's right to final inspection and rejection.

10. PAYMENT Payment for goods and/or services covered by this order will be made, in U. S. dollars, only after arrival of goods at buyer's plant or other facility or completion of services to be performed as designated on the face hereof and subject to buyer's inspection and rejection of goods and workmanship without regard to the manner of shipment or any shipping or price terms contained in this instrument. Upon reasonable notification to seller, buyer may withhold and deduct from any part of the price due under this order all or any part of the damages, including consequential damages, resulting from any breach of terms and conditions contained herein, or any other amount which seller owes buyer or any of buyer's associated companies, arising out of or related to the transaction which is the subject of this order or which is otherwise due from seller to buyer.

11. DISCOUNTS Cash discount period will be computed either from date of delivery and acceptance of the goods ordered, or date of receipt of correct and proper invoices prepared in accordance with the terms of buyer's order, whichever date is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of buyer's check.

12. CANCELLATION Buyer may terminate this order and any contract made pursuant thereto: (1) without liability of any kind and without waiving any other rights or remedies, including any right to damages, which buyer may have at law or in equity, in the event of seller's insolvency, bankruptcy, failure to meet delivery schedules, or other default, or (2) at any time, but in the absence of such event or default buyer shall pay seller its reasonable costs incurred in processing the order to the date of termination.

13. COMPLIANCE WITH LAWS Seller agrees to comply with all applicable state, federal and local laws, rules and regulations. Seller further represents that goods and services covered by this order have been or will be produced or rendered in accordance with all applicable provisions of the Fair Labor Standards Act, the Walsh Healey Public Contracts Act, the Non-discrimination/Equal Opportunity Clause Provision set forth in Executive Order 11246, and Title VII of the Civil Rights Act of 1964.

14. WARRANTY In addition to any warranty implied by fact or law, seller expressly warrants all items to be free from defect in design, workmanship and materials; to conform strictly to applicable specifications, drawings, and approved samples, if any; to be fit and sufficient for the purpose intended; and to be merchantable. Such warranties, together with all service warranties of seller shall run to buyer, its successors, assigns and customers. All warranties shall survive inspections, test, acceptance of and payment by buyer. In the event of breach of warranty, buyer may, at his option, without waiving the rights to damages, either return for credit or require prompt correction or replacement of the defective or nonconforming goods.

15. WAIVER Buyer's failure to insist on performance of any term or to exercise any right or privilege, or waiver thereof, shall not be a waiver of any term, condition, right or privilege on the remainder of this or any other order.

16. TAX EXEMPTION CERTIFICATE Items asterisked (*) on the face of this order are exempt from the Connecticut Sales and Use Tax under Sec. 12-412 (4) General Statutes, Revision of 1958, as amended, covering purchases of materials, tools and fuel, or are for resale as an integral part of a finished product. Purchases in other states of products so identified are either for resale as an integral part of a finished product or are consumed directly in the process of manufacturing or producing such finished product for sale. In the event such purchases are used for any other purpose than as above specified, buyer accepts responsibility to report and pay the tax. Permit numbers: 30552-001-076; 30552-001-077; 30552-003-087.

ADDRESS ALL INVOICES IN TRIPLICATE AND ALL CORRESPONDENCE TO

ROGERS CORPORATION
PURCHASING DEPARTMENT
ROGERS, CONNECTICUT 06263
203 774-9605

PURCHASE ORDER
A 20765 W
SHOW ABOVE NUMBER ON ALL PAPERS & PACKAGES.

DATE: February 10, 1976
1320

FEB 17 1976

VENDOR
North American Asbestos Corporation
150 North Wacker Drive
Chicago, Illinois 60606

SHIP TO
ROGERS CORPORATION
ROGERS, CONN. 06263 DOCK
WILLIMANTIC, CONN. 06226 DOCK
XX MANCHESTER, CONN. 06040 DOCK
E. WOODSTOCK, CONN. 06281 DOCK

ATTENTION:

SHIP VIA	F.O.B.	TERMS	DELIVERY REQUIRED BY
Boat/Truck	Shipping Point	Net 10 Days	5-1-76

ITEM	*	QUANTITY	DESCRIPTION	PRICE
	*	56 Metric Tons	Grade H Crocidolite Blue Asbestos (Pressure Packed Bags -- Palletized)	680.00

Q. A. INSPECTION PER: Class I

* SEE TAX EXEMPTION CERTIFICATE ON REVERSE SIDE.

CARL R. WELSHMAN-SENIOR BUYER
Carl R. Welshman
PURCHASING DEPARTMENT

NAAC-SF-0041286

ACKNOWLEDGMENT OF ORDER AND ACCEPTANCE OF THE TERMS AND CONDITIONS THEREON.

PLEASE DETACH AND RETURN IMMEDIATELY TO

ROGERS CORPORATION

PURCHASING DEPARTMENT

ROGERS, CONNECTICUT 06263

ROGERS P.O. NUMBER	A 20765 W
DATE	February 20, 1976
VENDOR ORDER NUMBER	2837
PRICE	$682.00 per ton
OTHER	Pt. Montreal f.o.b. vessel/
AUTHORIZED SIGNATURE	

vessel listed which is due to arrive at the *

WILL SHIP ON	WILL SHIP VIA	WILL SHIP FROM	FOR (COMPANY NAME)
	"Thorsriver"	S. Africa	North American Asbestos Corporation

*Port of Montreal late in April, 1976

NAAC-SF-0041287

Mr. Carl Welshman, Senior Buyer,
Rogers Corporation,
Purchasing Department,
Rogers, Connecticut 06263.

3rd
March
1976

Dear Mr. Welshman,

Confirming telephone conversation today, with regard to your Purchase Order No. A 20765 W, scheduled for shipment on the "Thorsriver", mid March, to the Port of Montreal, we have been advised that due to the excessive demand for Grade H Blue Fiber, there is a shortage of this material, and our mines are unable to increase your order from 56 metric tons to 70 metric tons Grade H.

As soon as we have definite shipping information on your order, we will contact your office.

Sincerely,

NORTH AMERICAN ASBESTOS CORPORATION

Secretary - Assistant Treasurer

JHoltze:sp

Mr. Carl Welshman,
Rogers Corporation,
Purchasing Department,
Rogers, Connecticut 06263.

12th
April
1976

Dear Mr. Welshman,

We are pleased to advise that shipment has been made against your Purchase Order No. A 20765 W, consisting of 56 metric tons Grade H Blue Asbestos Fiber, on board the "Thorsriver", to the Port of Montreal. This vessel is presently due to arrive at Montreal on April 30th.

We have already instructed our agents at that Port to forward your material to you in Manchester as soon as it has been cleared and released by Customs.

Sincerely,

NORTH AMERICAN ASBESTOS CORPORATION

Secretary - Assistant Treasurer

4,579.01

JHoltze:sp

O.F. 3997.99
B.S. 581.02

NAAC-SF-0041289

FILE NO.

Export

DATE

Sept 28/76

PER

SAMUELS & COMPANY LIMITED

410 ST. NICHOLAS STREET, MONTREAL, CANADA H2Y 2P5 • (514) 842-5027

North American Asbestos Corp.

CUSTOMS BROKERS & INTERNATIONAL FREIGHT FORWARDERS
ASSOCIATED WITH AFFILIATED CUSTOMS BROKERS (MONTREAL) LTD.

WHEN REFERRING TO THIS INVOICE, QUOTE THIS REFERENCE NO.

5068

YOUR REFERENCE NO
Shipment no: 8

VIA

.00 ++

MARKS AND NUMBERS | NO. OF PKGS.

Export Entry (B-14)	60.00 ++
Ex Sufferance Whse. x 6--	
Customs Hgway Manifestx6	15.00 ++
Wharfage & Tailgating on B/L's P.E.M. 5 & 6 Kerr Steamships	178.95 ++ 193.26 ++
Long Distance Calls to North American Asbestos Corp.	14.00 ++
Forms	.50 ++
Paying Charges, Shipping and Attention	29.00 ++
PAY THIS AMOUNT $	490.71 ++

THIS ACCOUNT IS NOW DUE

PLEASE SEE ATTACHED LIST FOR ALL SUB-SHIPMENTS.

DOMINION CHARTERED MEMBER CUSTOMS HOUSE BROKERS' ASSN.

"Theresive"
B/L 6
B/L 5

Sep Center Pan

ap

NAAC-SF-0041290

SAMUELS & COMPANY LIMITED

FOREIGN FREIGHT FORWARDERS

\- CUSTOMS BROKERS -

Established in 1920 Tel. 842-5027

410 ST. NICHOLAS ST. MONTREAL 125, P.Q.

DOMINION CHARTERED MEMBER CUSTOMS HOUSE BROKERS ASSN.

NORTH AMERICAN ASBESTOS CORP.

AS PER ATTACHED INVOICE NUMBER: 5068

Shipment number: 8

68 Pallets (1360 Bags) Grade H, Blue Asbestos Fibre
4 Truckloads
Exported to: Consolidated Warehouse Corp.
2400 Tioga Street
Philadelphia, Penna.
By: Smith Transport Prepaid

---

36 Pallets (720 Bags) Grade H, Blue Asbestos Fibre
to: Mead Paper Specialty
Willow Plant, Dlvy. Area 4
South Lee,
Massachusetts.
By: Smith Transport Collect

4 trucks

NAAC-SF-0041291

INVOICE 1714

KERR STEAMSHIPS (CANADA) LIMITED

XX	419 ST. NICHOLAS MONTREAL, QUEBEC H2Y 2S2
	1709 HOLLIS STREET, HALIFAX, N.S. B3J 1W1
	133 PRINCE WILLIAM STREET, SAINT JOHN, N.B. E2L 2B5

INVOICE TO

SAMUELS & COMPANY

5068

DATE OF ISSUE AUG. 3/76

LINE	VESSEL	VOY. NO.	FROM	TO	B/L NO.
CCAL	THORSRIVER	60-IN	PORT ELIZABETH	MONTREAL	PEM-5

CONSIGNED TO:

INLAND DESTINATION: INLAND FREIGHT PREPAID COLLECT

OCEAN FREIGHT CURRENCY $

ADDITIONALS

SHIPPERS CHARGES

COLLECTION FEE

SAMUELS & COMPANY LIMITED

KERR STEAMSHIPS LIMITED

RECEIVED

AUG 17 1976

PER

TOTAL $

RATE OF EXCHANGE CDN. $

N.H.B. WHARFAGE 22.23

TAILGAITING CHARGES 156.72

CLIENT

The enclosed copy B/L is your advice note and is mailed in advance of vessel's arrival to expedite Customs clearance. You are requested to pass Customs entry and take delivery promptly, thereby avoiding demurrage charges.
No goods delivered without payment of charges and surrender of original B/L.

TOTAL CDN. $ 178.95

PLEASE PAY TO THE OFFICE INDICATED ABOVE

NAAC-SF-0041292

INVOICE 1716

KERR STEAMSHIPS (CANADA) LIMITED

XXX 410 ST. NICHOLAS
MONTREAL, QUEBEC H2Y 2S2

1709 HOLLIS STREET,
HALIFAX, N.S. B3J 1W1

133 PRINCE WILLIAM STREET,
SAINT JOHN, N.B. E2L 2B5

INVOICE TO

SAMUELS & CO

5068

DATE OF ISSUE : AUG. 3/76

LINE	VESSEL	VOY. NO.	FROM	TO	B/L NO.
CCAL	THORSRIVER	60-IN	PORT ELIZABETH	MONTREAL	PEM-6

CONSIGNED TO:

INLAND DESTINATION:

INLAND FREIGHT PREPAID ☐ COLLECT ☐

OCEAN FREIGHT CURRENCY		$
ADDITIONALS		
SHIPPERS CHARGES		
COLLECTION FEE		
TOTAL		$
RATE OF EXCHANGE	CDN.	$
N.H.B WHARFAGE		24.00
TAILGAITING CHARGES		169.26

CLIENT

KERR STEAMSHIPS LIMITED
AUG 17 1976
RECEIVED
PER

The enclosed copy B/L is your advice note and is mailed in advance of vessel's arrival to expedite Customs clearance. You are requested to pass Customs entry and take delivery promptly, thereby avoiding demurrage charges.
No goods delivered without payment of charges and surrender of original B/L.

TOTAL CDN. $ 193.26

PLEASE PAY TO THE
OFFICE INDICATED ABOVE

NAAC-SF-0041293