



TELEPHONE: EXPRESS 7-3831



129 NORTH LIME STREET
LANCASTER, PENNSYLVANIA

Feb 4
January 17, 1963

Krafft-Murphy Company
1011 Arlington Blvd.
Arlington 9, Virginia

Attn: Mr. Frank Krafft

Subject: Sprayed "Limpet" Asbestos

Dear Frank:

Enclosed for your files is a properly processed copy of the agreement.

We acknowledge your list of January 11th where certain outstanding proposals have now become firm contracts. We have recorded this list for price protection.

We also thank you for your advice that the German Embassy job is still not on a firm basis and we would appreciate you advising us as soon as you can of the status of this one.

It would be of assistance to us for record keeping if you could advise which contracts we should eliminate from the list as you place orders for material. I have in mind that you probably will be taking truckload quantities directly into your warehouse.

Very truly yours,

A. C. Richardson
Commodity Manager
Sprayed "Limpet" Asbestos

IES
enclosure

*Frank - I goofed & sent all of the
agreements to England. Have to write
you a copy - here the delay*

EXHIBIT C *

APPLICATOR AGREEMENT

THIS AGREEMENT made this 31ST day of DECEMBER, 1962,
at Lancaster, Pennsylvania, by and between ARMSTRONG CONTRACTING AND SUPPLY
CORPORATION, hereinafter called ARMSTRONG, and ~~Kraft-Murphy Company~~
whose principal place of business is located at

1011 Arlington Blvd.

Arlington 9

Virginia

(Number and Street)

(City or Town)

(State)

hereinafter called APPLICATOR.

WITNESSETH:

WHEREAS, Armstrong is licensed under U. S. Patent Nos. 2,604,068,
2,604,416 and 2,964,244, and is authorized to grant sublicenses, and

WHEREAS, Applicator wishes to obtain a sublicense to practice the above
patents for certain limited purposes and to rent one or more patented spraying
machines:

NOW, THEREFORE, it is agreed as follows:

1. Armstrong shall make available to the Applicator on a rental basis such
spraying machines including electric motor and special fiber nozzles,
hereinafter called Machines, as Armstrong shall have available. Applica-
tor shall not use the machines for any purpose other than spraying the
specially blended asbestos fibers without Armstrong's prior written
approval. Supplementary equipment such as fluid hose, fluid pressure
feed tank, air compressor, air hose, fiber hose, electric cables and
necessary attachments thereto are not leased hereunder and must be
purchased by Applicator. Accordingly, such equipment shall not be
deemed to be a part or parts of the machines leased hereunder. Every
machine leased by Armstrong shall carry with it a sublicense during
the term of the lease to practice the aforesaid patents in one or more
of the following fields as indicated by an X and as more fully described
in Appendix A.

- ☒ (a) Building Applications as Specified by Architects
- ☐ (b) Industrial Applications as Specified by Engineers
- ☐ (c) Marine Applications
- ☐ (d) Original Equipment Applications

Such sublicenses and leases are personal to the Applicator and may not
be assigned or transferred by operation of law or otherwise. Applicator
shall have no right to grant sublicenses.

2. The nonexclusive territory to which the aforesaid licenses are limited is as follows:
District of Columbia /
Entire State of Maryland /
State of Virginia; Counties of: Arlington, Fairfax, Prince, William and Stafford.
State of New Jersey; County of Warren
Union, Northumberland, Snyder, Sullivan
State of Pennsylvania; Counties of: Carbon, Columbia, Lackawanna, Lebanon, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill, Wayne, Wyoming, Adams, Centre, Clinton, Cumberland, Dauphin, Franklin, Juniata, Lancaster, Perry, Luzerne, Mifflin, Montour, York
3. During the rental period Applicant shall pay Armstrong rental as set forth on Appendix B containing terms and conditions of rental which is attached hereto and made a part hereof by reference. Armstrong may change Appendix B at any time by giving to the Applicant thirty (30) days' advance written notice. All such notices shall be deemed to have been given when mailed, properly addressed, and postage prepaid. In the event Applicant is unwilling to accept the changes in Appendix B, Applicant may terminate the agreement by so advising Armstrong of its unwillingness to accept the changes at least ten (10) days prior to the effective date of the scheduled change. Upon termination for this, or for any reason, Applicant shall promptly return all machines to Armstrong, freight prepaid.
4. All rentals shall be subject to the approval of Armstrong's Credit Department. Should the Applicant default in any rental period for more than ten (10) days, or become insolvent or make any bill of sale, deed of trust or assignment for the benefit of creditors or file a petition in bankruptcy or be adjudged a bankrupt, or file or have filed against it a petition for reorganization, or should any receiver or trustee be appointed, or should any of the machines be levied upon or sold, the lease shall terminate immediately upon notice to Applicant. The prior waiver of any previous breaches or default or nonenforcement of any of Armstrong's rights hereunder shall not be deemed to detract from any rights of Armstrong hereunder or act as a waiver of any future breaches.
5. In the event Armstrong's license under U. S. Patent Nos. 2,604,068, 2,604,416, and 2,964,244 is terminated for any reason whatsoever while this agreement is still in effect, Armstrong shall terminate this agreement immediately upon the giving of notice to the Applicant.
6. Applicant authorizes Armstrong to enter without legal process into any buildings which it owns or occupies (whether or not locked), and to repossess said machines and related leased equipment upon any default by Applicant.
7. Applicant shall pay a deposit of (\$200.00) prior to the shipment of each machine. In the event that any machine requires repair when returned to Armstrong, Armstrong shall make the repairs and deduct the charge from the deposit. Armstrong may inspect the

leased machines at any time and notify the Applicator to make repairs. Applicator shall purchase all repair parts from Armstrong. Any repairs which the Applicator cannot make himself shall be made by Armstrong, in which event Applicator shall pay the shipping charges to and from the Armstrong repair center as well as Armstrong repair charges for parts and labor. Armstrong may deduct any unpaid rent or freight charges from the deposit. Applicator shall be responsible for and shall bear the risk of loss of all machines rented to him until returned to Armstrong, and Applicator shall insure the machines either against loss or damage under a contractor's equipment floater insurance policy naming Armstrong as an additional insured or under a reasonable self-insurance program. Armstrong reserves the right to demand certificates evidencing such contractor's equipment floater insurance, and Armstrong must give oral or written approval to any program of reasonable self-insurance prior to the signing of this agreement. At no time shall Applicator have any property interest in the rented machines.

8. Applicator may not modify the machines, or permit the removal, displacement, alteration, or concealment in any way of the name plates fitted to the machines. Applicator shall not permit the machines out of its possession and control at any time.
9. Applicator shall only allow the machines to be operated by properly trained and efficient employees of the Applicator or other responsible persons, and Armstrong shall be the sole judge of whether or not this condition is being met. All applications of sprayed asbestos shall be made with the machines in accordance with the Armstrong specifications. Armstrong shall provide free instructions for Applicator and the employees of Applicator and other responsible persons using the machines with the permission of Applicator at training centers set up by Armstrong. Armstrong will not pay the transportation or living costs of such trainees.
10. Armstrong may at any reasonable time, and at its own expense, be entitled to inspect the machines for the purpose of examining their condition, or for any other reason, and also to inspect the quality of the work performed using said machines in order to insure that the Applicator at all times meets the standard specifications approved by Armstrong.
11. Applicator shall not make, or cause, or permit to be made any copy or copies of the patented machines.
12. Armstrong will make available for purchase by the Applicator all of the specially blended asbestos fibers suitable for use in the machine which the Applicator may order, and also such special surfacing materials which Armstrong shall have available from time to time. Sales of such specially blended asbestos and special surfacing materials shall be made in accordance with Armstrong's price lists and terms and conditions of sale in effect at the time of the sale.
13. Armstrong agrees to protect Applicator against advance in rentals and in prices with regard to specially blended asbestos fibers and special surfacing materials necessary for fulfillment of contracts executed by Applicator, and of proposals submitted by Applicator prior to receipt of notice of the price advance to the following extent:
 - (a) At Armstrong's prices effective on the date when such contracts were executed by Applicator, provided Applicator shall have filed

with Armstrong, within fifteen (15) days after receipt by Applicator of written notice of such price advance, a listing in writing of all contracts on which Applicator desires protection, which list shall show the quantity of Armstrong's Products required in the performance of each of said contracts.

- (b) At Armstrong's prices, effective on the date when such proposals were so submitted by Applicator to his customer, provided each such proposal is accepted by said customer within thirty (30) days from the date of receipt of written notice of such price advance, and provided further that Applicator shall have filed with Armstrong within fifteen (15) days after receipt by Applicator of written notice of such price advance, a list in writing of all outstanding proposals on which Applicator desires such protection, which list shall show the quantity of Armstrong's products required in the performance of each said proposal.

Armstrong may ship, and if so shipped, Applicator must accept delivery of Armstrong's Products, with respect to which price protection has been given, within three (3) months from the date of filing the aforesaid list of contracts and proposals and pay for same in accordance with terms and conditions of price schedule then effective.

14. Applicator shall not use the machines to spray any materials other than those materials sold to Applicator by Armstrong until notification of intention to use other materials has been given to Armstrong and a reasonable time has elapsed for Armstrong to comment thereon.
15. All inventions or improvements which shall be discovered by the Applicator or his employees relating to machines, spray technique and 'Sprayed "Limpet" Asbestos' and associated materials during the term of this agreement and any patent or other rights acquired shall become the absolute property of Armstrong, but the benefits thereof shall be enjoyed by the Applicator, (in addition to being enjoyed by Armstrong) so long as this agreement remains in force.
16. Applicator shall indemnify and hold Armstrong harmless from and against any and all claims, actions, suits, judgments, expense costs, and attorney fees on account of death of or injury to any person or persons, or damage to property or for any other claim arising out of or in any way connected with Applicator's use or possession of the machines or any supplementary equipment.
17. Applicator shall at all times be solely responsible for determining the suitability of the use of the patented machines and process, and shall make no claims against Armstrong arising out of or connected with any installations or attempted installations.
18. Armstrong shall not be responsible for failures or delays in making shipments or deliveries caused by labor conditions, raw material shortages or excessive cost, carrier or supplier delays, fire, the elements, accidents, embargoes, war, insurrection, governmental regulations,

riot, or other cause beyond Armstrong's control, and in no event for consequential damages. Armstrong assumes no liability for, and will make no allowance for (a) loss of time in connection with the use of any machine or equipment for any reason whatsoever, (b) damage on account of accidents, (c) delays due to defective machine or machines or equipment or any part thereof, or (d) for delays in delivery or return of the machines.

19. In the event any materials supplied to the Applicator by Armstrong are defective the maximum amount of Armstrong's liability hereunder shall be the replacement or the replacement value of the defective materials. In no event shall Armstrong be liable for any consequential damages including, but not restricted to, the expenses of application, removal, or reapplication.
20. Applicator shall pay any and all excise, sales or use taxes which are or hereafter may be levied or imposed upon any materials sold by Armstrong to Applicator and/or on the use of the loaned machines, by any Federal, state or local authority.
21. - Armstrong grants to the Applicator a license to use the trademark SPRAYED "LIMPET" ASBESTOS subject to the terms and conditions set forth in Appendix C. Such license is personal to the Applicator, and may not be assigned or transferred by operation of law or otherwise. Applicator shall have no right to grant sublicenses.
22. This agreement shall be effective from the date and year first above written to the end of the current year, and shall continue thereafter for each succeeding calendar year to the last day thereof. However, either party may terminate this agreement at any time, with or without cause, by giving the other at least thirty (30) days' written notice of intention to that effect in which event all machines and equipment rented to Applicator by Armstrong shall be returned prior to the expiration date.
23. - This instrument contains the entire agreement between the parties hereto and they do further agree that this agreement cannot be changed, modified or discharged unless such agreements of change, modification or discharge are reduced to writing and signed by the party against whom such change, modification or discharge is sought.
24. This agreement cancels and supersedes all previous agreements entered into by the parties hereto, prior to the date hereof relating to the same or similar subject matters.
25. This agreement is made in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

ARMSTRONG CONTRACTING AND SUPPLY CORPORATION

By

D. L. Gardner

Asst. Secretary

APPLICATOR: ~~Kraft-Murphy Company~~

By

Frank J. Krapp *Pres.*

APPLICATOR AGREEMENT

APPENDIX A

GROUP a. BUILDING APPLICATIONS
AS SPECIFIED BY ARCHITECTS

1. Acoustical correction and/or sound control in buildings.
2. Thermal insulation to prevent heat loss and maintain a comfortable atmosphere for personnel in buildings.
3. Fireproofing of decks, beams, columns, and ducts in buildings.
4. Condensation control in high humidity areas in buildings.
5. Any combination of the previous items in buildings.

GROUP b. INDUSTRIAL APPLICATIONS
AS SPECIFIED BY ENGINEERS

1. Thermal insulation for the conservation of heat in processing equipment, turbines and other prime movers, or for personnel protection against burns.
2. Fireproofing of vessel skirts or pipe support columns or similar items in industrial plants.
3. Corrosion prevention in industrial plants.
4. Thermal insulation of Boiler Room and Equipment Room ceilings.
5. Any combination of the previous items in Group b.

GROUP c. MARINE APPLICATIONS

1. Thermal insulation for the conservation of heat in Boilers, Ducts, Piping, Turbines and other prime movers, etc.
2. Structural insulation to prevent heat transmission through Deckheads, Bulkheads, or Hulls.
3. Fireproofing of Deckheads and Bulkheads.
4. Condensation Control.

GROUP d. ORIGINAL EQUIPMENT APPLICATIONS

1. All applications in the field of Original Equipment Manufacturers.

OKS.
JAK

APPLICATOR AGREEMENT

APPENDIX B

Terms and Conditions of Rental

Machine Rental:

Machines on hand or ordered on and after January 1, 1963:

HA Type	-	\$35.00/3-month period
J Type	-	62.50/3-month period

Terms: Net

The minimum rental period shall be three months, starting the first day of the month following actual shipment.

Rents for subsequent three-month periods are immediately due and payable for machines not shipped to Gloucester by the end of the rental period.

All machines shall be returned to Armstrong Contracting and Supply Corporation at Gloucester, New Jersey. Machine shipping charges in both directions shall be paid by Applicator.

NOTE: Above rentals apply to the Limpet Spraying Machine, including electric motors and special fiber nozzles. Supplementary equipment, necessary for the spraying of Limpet fiber, such as fluid hose, fluid pressure feed tank, air compressor, air hose, fiber hose, electric cables and attachments thereto, are not included as a part of the Machine and must be purchased by Applicator.

Handwritten signature
JOK

APPLICATOR AGREEMENT

APPENDIX C

Armstrong is the authorized user of the trademark SPRAYED "LIMPET" ASBESTOS and is authorized to grant to Applicator the right to the nonexclusive use of said trademark upon or in connection with certain asbestos products, said use being subject to the following terms and conditions:

(a) The said trademark shall only be used in relation to asbestos products made from certain specially prepared and blended asbestos fibers supplied by Armstrong under the trademark "LIMPET", provided such asbestos products strictly comply with specifications set up by Armstrong.

(b) Armstrong or its authorized representative shall have the right to inspect, at all reasonable times, the method of manufacture or application and the finished products upon which the said trademark will be used, and Applicator agrees to submit samples to Armstrong for examination and testing at Armstrong's request.

(c) Applicator shall submit to Armstrong for approval the form and manner in which Applicator proposes to use the trademark on or in reference to said asbestos products; such submission shall include invoices, labels, advertisements and other material bearing the said mark and shall be made and approved prior to actual use or display of the mark.

(d) Applicator will forthwith cease any use of the said trademark or of any matter therewith, and any use of any other trademark in connection with said asbestos products, to which Armstrong may object and which may diminish the distinctiveness of the licensed trademark.

(e) Armstrong will supply to Applicator written specifications and standards governing the quality, workmanship, and properties of the asbestos products to be marketed under or by reference to the said trademark and also governing the form and manner in which the said trademark may be used by Applicator, either on or in reference to asbestos products produced under this agreement. All such standards and specifications shall be faithfully observed by Applicator. Armstrong may vary such specifications and standards from time to time on 60 days' written notice.

(f) It is understood and agreed that this license does not convey to Applicator any title or right of ownership in or to the said trademark or any registrations thereof. Applicator shall not, at any time, do or suffer to be done, any act or thing which will in any way diminish or impair the rights of Armstrong in and to the said trademark, or in and to the trademark "LIMPET", and this covenant will continue to be observed after the termination of this license.

(g) Upon termination of this agreement, Applicator agrees not to use the said trademark or a confusingly similar name or mark, in relation to any goods, unless authorized by Armstrong, in writing, to do so.

(h) In any legal action, or administrative proceeding, involving the "LIMPET" trademarks, Applicator agrees that it will, at Armstrong's expense, render all reasonable assistance to Armstrong and its counsel. If it is or becomes necessary to make a public record of Applicator's right to use the licensed

APPENDIX C (CONTINUED)

mark, Applicator will complete any document reasonable necessary and appropriate to that end.

(1) Armstrong reserves the right to withdraw the authority to use the said trademark, if in the trademark owner's opinion the standards and requirements of the trademark owner either as to the production of the asbestos products or the manner of use of the said trademark, have not been observed. Applicator shall discontinue any and all use of the said trademark immediately upon receipt of written notice of withdrawal of the right to use the same.

JK
JK