BRAKE PARTS INC.

FMSI 12936

Don Delvy, Mktg.
John Tartaglione, V.P., Sales
Larry Pavey, Sr. Mgr.
New address is:
Brake Systems, Inc.
900 North Church Rd.
Elmhurst, Il 60126
Franklin Park address Out.
Per Don Delvy, 9/20/88
Changed matrix DR 9/21/88

FMSI 12937

BRAKE PARTS INC™

To: C. Arcand
S. Hopkins
P. Myers
K. Selinger

From: A. Morrissey

Date: May 19, 1997

Subject: FMSI

cc: D. Boeckenstedt
D. Delvy
M. Droullard
R. Jordan
R. Rana
P. Stewart
M. Zissman

BRAKE PARTS INC
Membership Consolidation

In an effort to reduce unnecessary expenses, we would like to pay only one membership fee to FMSI. It is appropriate that BPI headquarters maintain that membership. Please write a letter of resignation from FMSI and do not pay the dues for the next fiscal year which for FMSI begins July 1, 1997

Don Delvy will be the BPI delegate. He will keep you informed of FMSI activities and information. Any questions should be directed to him.

AM/llk

CORPORATE HEADQUARTERS 4400 PRIME PARKWAY McHENRY, IL 60050 (815) 363-9000 FAX (815) 363-9303

Tribo-Diagnostics *30220 Rosemond Drive, Franklin, MI 48025*

November 29, 1996

to: Mr. Larry Pavey, president
Brake Parts, Inc.
4400 Prime Parkway
Mc Henry, IL 60050

cc: Mr. George E. Walton, Executive Director, AMECA
Mr. Ralph W. VanDemark, Executive Director, BMC
Mr. Allan Cameron, Chairman, BMC
Mr. G. N. Laycock, Executive Director, FMSI
Mr. Phil Dougherty, Chairman, SAE Brake Forum

re: Raybestos ad in Brake and Front End Magazine

"There were no standards for aftermarket friction **UNTIL NOW."** These are the words and format on the header of your full page ad in *Brake and Front End* magazine, November 1996 issue.

In case you have forgotten, VESC Regulation V-3 is still on the books in many states, administered now by AMECA (formerly AAMVA). The Friction Material Standards Institute has standards that are widely accepted, but not law, and used by most manufacturers and marketers of friction materials all over the world. Good aftermarket friction material suppliers also have their own internal standards.

I will be the first to admit that these do not presently provide comprehensive and meaningful documented standards that assure safety of replacement brake linings. Your bold use of **UNTIL NOW** suggests that things are different now. Now we have a new non-documented proprietary test procedure and a non-documented proprietary computer program. Unless things have changed recently, the computer analysis assumes that the brake lining has the equivalent of a constant coefficient of friction—one that does not change with speed, time, pressure, and temperature during the stop. It also assumes that the brake effectiveness during a slow ramp application is the same as for a maximum effort (without skid) performance stop.

The background of your ad is flooded with numerous lines of '**CERTIFIED SAFE.**'

What do you mean by '**CERTIFIED SAFE**'? Who has 'certified' your brake linings as safe? Who will accept responsibility should they prove not to be? Certainly not GTL (Greening Testing Labs) nor Tom Flaim. Has Raybestos self-certified itself safe?

The centerpiece of your ad is a large, official-looking imprint with '**D³EA ™ CERTIFIED**' inside a ring marked '**CONSISTENT WITH FEDERAL SAFETY STANDARDS.**'

Most people in the friction material world now know that **D³EA** is a marketing gimmick devised by Tom Flaim (a GM Brake and Bearing Systems employee, doing this on the side) and GTL. GTL runs a dual dynamometer test (that evolved from the single dyno DEA test, which evolved from the SAE J1652 test). Tom Flaim uses a computer program to estimate vehicle braking performance, based on the dyno data and known vehicle parameters. Greening/Flaim are marketing their testing packages with three levels, DEA, D³EA, and D³EA CERTIFIED.'

What is the value of this certification? Reading their sales brochure makes the intent clear to me. It says ..."the opportunity to legitimately advertise this claim [consistent with federal safety standards] creates genuine product value"...

Does Greening/Flaim support this certification? Greening/Flaim make it clear that "manufacturers, wholesalers, distributors, installers, and retailers of replacement brake products are responsible for their performance. Adopting D³EA™ Certification as the basis for selection of replacement friction products does not alleviate the suppliers of their ongoing product liability, nor does it mean that GTL assumes any liability for their performance." Sounds like they stand behind you—way behind you.

At the bottom of your ad is "...the only lab test which determines if brake pads are consistent with Federal Safety Standards...." This suggests that they could restore a vehicle's braking performance to that of the new vehicle. **This is not true, and you should know it!** In any event, the FMVSS standards are for motor vehicle manufacturers to set a minimum level of performance for their full vehicle system.

Your ad continues with "Raybestos Professional Grade brakes are the only brakes **D³EA** tested and certified." On page 4, INDUSTRY REVIEW, it is written "Raybestos/BPI products have full certification from GTL." This suggests that most, or all of your products are presently certified. Is it not correct that presently only a few percent of disc brake lining vehicle applications have been D³EA tested and certified?

When ACDelco launched their ads for DuraStop brake linings and **D³EA** about a month ago, they stated that DuraStop linings will be one of the first to be validated with **D³EA.** Their copy reported that it will be another year before the majority of common disc brake lining applications are tested. Drum brake linings were reported to become tested and rated after the disc brakes.

I suspect that some disc brake linings have been tested with OEM rear linings on a few vehicle platforms. These will be made by BPI and sold by you with the Raybestos brand and by ACDelco under the DuraStop label.

What was attributed to you, under Industry Review, is that there are no performance standards for replacement brake pads. Since you are using your own and GTL's rating in your ads, is it not possible, even probable, that others may use dynos—even vehicle tests—to come up with their own performance standards? Since your standards have neither regulatory agency backing nor support from a recognized non-commercial authority, how are they somehow better?

You should recognize by now that I was impressed, but not favorably, by your ad. The brake industry is sorely in need of meaningful standards. Without them, questionable tests, secretive data analysis, and deceptive advertisements all may contribute to overconfidence after a brake lining replacement. Overconfidence leads to more accidents. Presently, brake linings are blamed for about 1% of fatal vehicle accidents, about 400 lives lost in the US each year. We all should try to keep this number from growing.

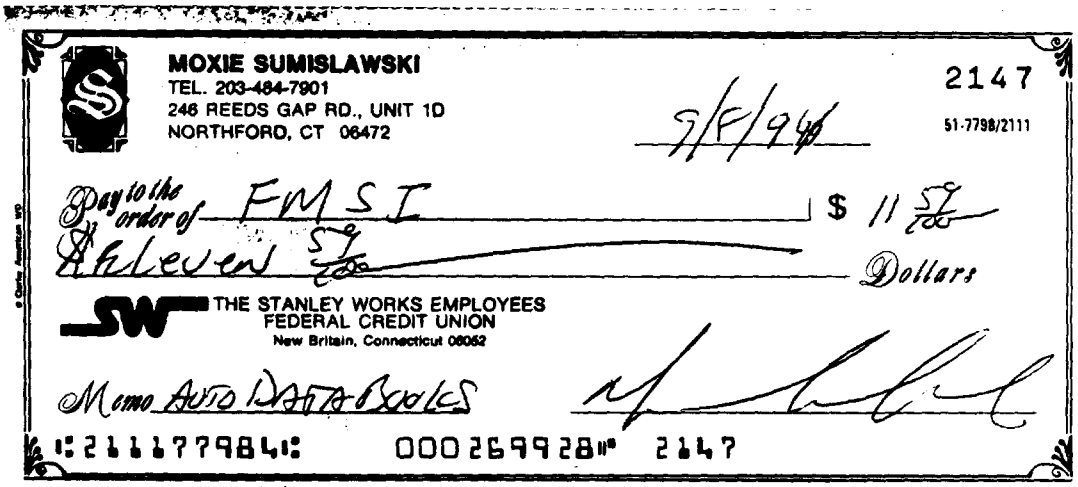
Human factors experts tell me that the best way to reduce traffic accidents and deaths from brake linings is to make them safer (*e.g.*, more consistent effectiveness and better balance), but do not inform the drivers of the improvements. If we do not improve the safety of our brakes, but merely advertised that we have, traffic accidents could increase as the result of overconfident drivers.

Please review your advertising policy and restore my faith in Raybestos brake linings.

Sincerely yours,



Arnold E. Anderson



MOXIE SUMISLAWSKI
TEL. 203-484-7901
246 REEDS GAP RD., UNIT 1D
NORTHFORD, CT 06472

2147

51-7798/2111

9/F/94

Pay to the order of FMSI $ 11 57/100

Eleven 57/100 Dollars

THE STANLEY WORKS EMPLOYEES
FEDERAL CREDIT UNION
New Britain, Connecticut 06052

Memo AUTO DATA BOOKS

⑈211677984⑈ 000269928⑈ 2147

FMSI 12942

TELEPHONE (203) 452-1877
FAX (203) 452-7951

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

588 MONROE TURNPIKE
MONROE, CT 06468

October 14, 1993

Mr. Mark Bonasera
Brake Parts, Inc.
4400 Prime Parkway
McHenry, IL 60050

Dear Mark:

During the Institute's Annual Meeting, Doug Willsie, Chairman of the Data Book and Technical Committee, reviewed a listing of those who were contributors of data to the Institute over the past year. Your name was high on the list and specifically noted as a major contributor. On behalf of the Officers, Board of Directors, Membership and myself, I would like to thank you for your excellent work.

One can only hope that all members of the Institute would be as cooperative and forthcoming with data as you, however, in any group there will be leaders and followers. Through the efforts of your company and more specifically your contributions, you are definitely one of the leaders in the industry.

As we start into the gathering of 1994 data, we look forward to your continued excellent work.

Again, I would like to add my own personal thanks for your cooperation.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

G. N. Laycock
Executive Director

GNL:ld

cc: Mr. D. Delvy

TELEPHONE (203) 452-1877
FAX (203) 452-7951

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

588 MONROE TURNPIKE
MONROE, CT 06468

July 9, 1992

Mr. R. D. Borthwick
R. L. Polk & Co.
Statistical Services Division
1155 Brewery Park Blvd.
Detroit, MI 48207-2697

Dear Sir:

Based on a request of Mr. W. Genzler of Brake Parts Inc., member of the Institute, we understand that R. L. Polk & Co., Statistical Services Division is generating vehicle registration information for Brake Parts Inc. and wishes to use the FMSI copyrighted part numbers as part of this information.

The Institute grants permission to R. L. Polk & Co., Statistical Services Division to use the FMSI copyrighted numbers as part of the vehicle registration information generated for Brake Parts Inc., member of the Institute.

There should be included in all printed matter using FMSI information a copyright notation. The copyright line should read as follows:

> **All FMSI® numbers set forth herein are the property of and are copyrighted by the Friction Materials Standards Institute, Inc., Monroe, Connecticut 06468.**

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

G. N. Laycock
Executive Director

GNL:ld

cc: Mr. W. Genzler - Brake Parts Inc.

TELEPHONE (203) 452-1877
FAX (203) 452-7951

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

588 MONROE TURNPIKE
MONROE, CT 06468

March 27, 1992

Mr. Don Delvy
Brake Parts, Inc.
4400 Prime Parkway
McHenry, IL 60050

Dear Don:

Data Book Bulletin #383 and Shoe Bulletin #165 will be distributed shortly. These are the last Bulletins in which shoe and lining information will be published separately. The future bulletins will be consolidated and will contain both shoe and lining information. The bulletin color will match the current FMSI Catalog color e.g. 1992 Catalog - red, bulletin - pink, 1993 Catalog - green, bulletin - green.

You currently receive extra copies of both Data Book (pink) and Shoe (blue) Bulletins with quantities indicated on the enclosed sheet. We ask that you review the information and indicated the quantity of the consolidated bulletins you wish to receive. Any bulletin quantities of above 25 will be charged at the same rate as the past bulletins.

Please return the enclosed sheet so that our mailing lists for bulletins can be updated. Thank you for your assistance.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

G. N. Laycock
Executive Director

GNL:ld
Enclosure

CONSOLIDATED BULLETIN

TO: FMSI
588 Monroe Turnpike
Monroe, CT 06468

SUBJECT: Bulletin Mailing List - Extra Copies

FROM: Brake Parts Inc.
Company Name

We currently have a standing order for:

125 Data Book Bulletins (pink)

125 Shoe Bulletins (blue)

Considering that FMSI will commence publishing consolidated bulletins with the first bulletin after the data cut-off for the 1992 Catalog, we would like to receive:

_____ Copies of the consolidated bulletins

_____
Company

_____
Signed By

_____
Date

BRAKE PARTS INC™

Is moving into new Corporate Headquarters.

EFFECTIVE AUGUST 13, 1990, we will be located at:

BRAKE PARTS INC.
4400 PRIME PARKWAY
McHENRY, IL 60050

PHONE: 815/363-9000
FAX: 815/363-9303

CUSTOMER SERVICE ONLY:
PHONE: 800/323-0354
FAX: 815/363-9030

PHONE 5/2/91

Per D Delvy

BPI

Change Bulletin Quantity

From 200 to 125

DATA BOOK &
SHOE

1.25 X 2 3/4

2.66 X 1.25

TELEPHONE (203) 452-1877
FAX (203) 452-7951

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

588 MONROE TURNPIKE
MONROE, CT 06468

July 26, 1991

Mr. Eric Enskat
Brake Parts Inc.
1600 N. Industrial Drive
McHenry, IL 60050

Dear Eric:

Enclosed are the sample shoes for the Ford and GM drive shaft parking brakes. We found out, from other sources, that both 9x3 webs were heat treated on the contact ends to Rockwell "C" 35-50 to a distance of 1-2 inches from the center line. The 9x2 shoe may also have this requirement but we cannot confirm this.

If you plan to add these to your line you may wish to verify this by your own tests and add this requirement to your specifications for these shoes.

Also, in order to heat treat to Rockwell "C" 35-50 a steel type of SAE 1035-1050 is usually required. You may also wish to verify this.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

G. N. Laycock
Executive Director

GNL:ld
Enclosure

cc: D. J. Delvy - BPI

BRAKE PARTS INC™

September 25, 1990

ORGANIZATION ANNOUNCEMENT

I am pleased to announce the following personnel changes in the Friction Product Department.

Don Delvy has been appointed to the newly formed position of Application Engineer. Don will be responsible for new part number introduction for shoes and disc brake pads. He will be working closely with Product Engineering, the Catalog Department and our factories to ensure new part numbers are tooled and produced in a timely manner.

Dan Patton will replace Don Delvy as Disc Brake Product Manager. Dan has a total of eleven years of experience in the automotive aftermarket. Before joining us, Dan was involved in the start-up of a friction manufacturing plant for Tenneco Automotive in Cartersville, Georgia.

Please join me in congratulating Don on his new position and welcoming Dan to our company.

Jim Taylor

Jim Taylor
Interim Marketing Manager
Friction

JT:jas

CORPORATE HEADQUARTERS 4400 PRIME PARKWAY McHENRY, IL 60050 (815) 363-9000 FAX (815) 363-9303

TELEPHONE (203) 452-1877
FAX (203) 452-7951

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

588 MONROE TURNPIKE
MONROE, CT 06468

September 12, 1990

Mr. Eric Enskat
Brake Parts, Inc.
4400 Prime Parkway
McHenry, IL 60050

Dear Eric:

Referring to the enclosed shoes, the Toyota Corolla 04495-12131 caused considerable discussion and investigation, thus the delay. It was decided to not issue a new number because the shoe has been in existence for about 8 years and is called a 372. The original 372 as you noted had a cut out in place of the second hole from the anchor. We decided to put a note on the 372 shoe that some shoes have hole and some have cut out.

The Nissan Pathfinder shoe p/n 44060-32G25 is a parking brake which works inside the hub of the rear disc brake rotor (1990-1988). We have assigned a part number to it 1436-S635 for the lining and shoe but you will probably not want to add it to your line because it will have little replacement because of its use as a parking brake only.

Thank you for your assistance.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

G. N. Laycock
Executive Director

GNL:ld
Enclosure

5-23-90

TO: GIL LAYCOCK
FMSI, INC.
588 MONROE TURNPIKE
MONROE, CT 06468

FROM: ERIC ENSKAT
BRAKE PARTS CO.
1600 N INDUSTRIAL DR.
McHENRY, IL 60050
(815) 385-7000 x2396

GIL,

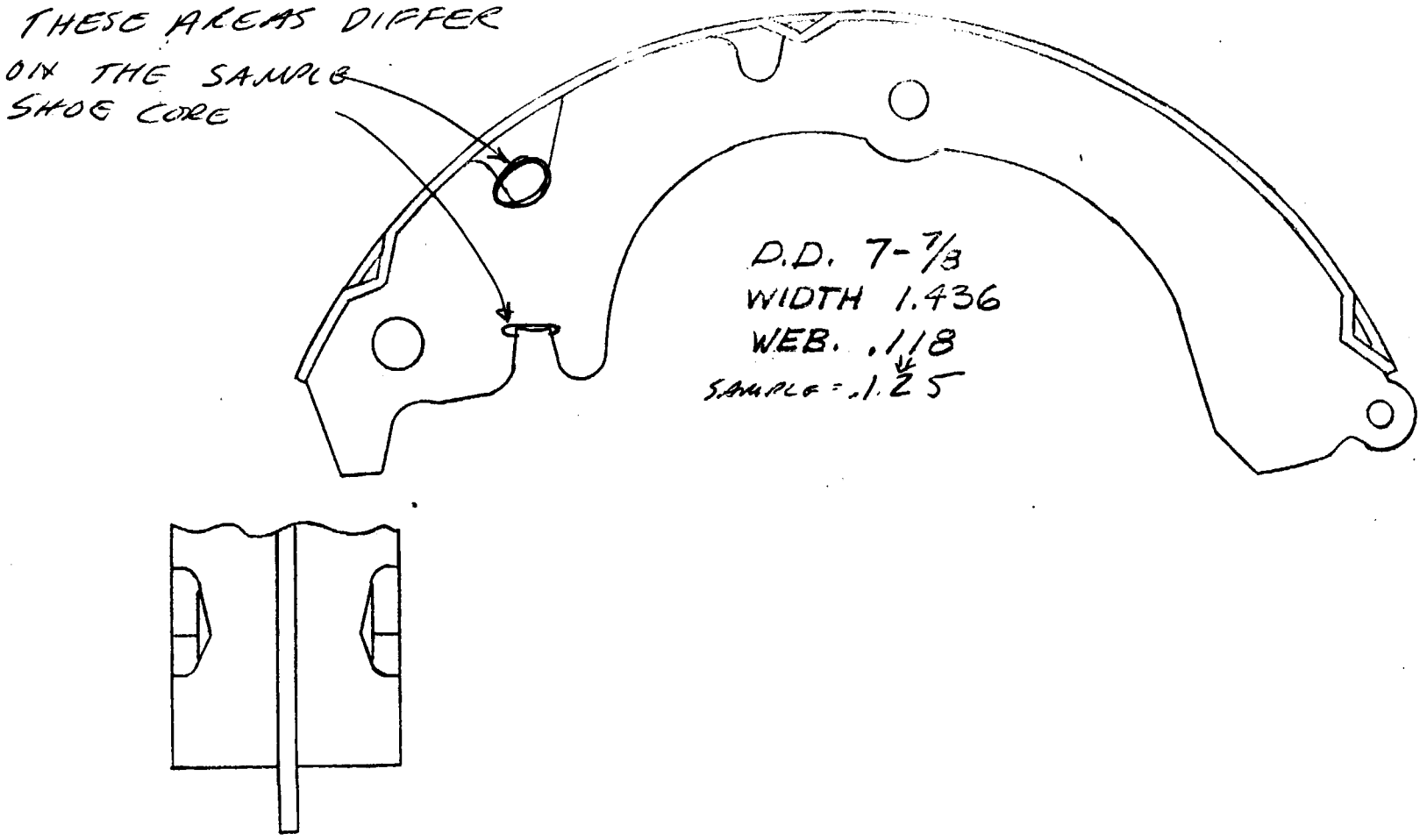
I CHECKED THE TOYOTA #04495-12131 SHOE AGAINST THE #372 SHOE PRINT, BUT THEY DO NOT MATCH. PLEASE LET ME KNOW WHAT THE CORRECT FMSI CORE NUMBER IS.

ALSO, TOYOTA P/N 04495-12181 HAS THE SAME CORE AND LINING.

THANK YOU FOR YOUR HELP, AND I HOPE TO HEAR FROM YOU SOON.

SINCERELY,

Eric S. Enskat



Let.	NATURE OF CHANGE	Date	By	No.
G				
F				
E				
D				
C				
B				
A				

REF. B/P NOS. FMSI 372

CUST. TOYOTA COROLLA 1971 REAR

Dwg. By R.F.P.
Ap'v'd. By R.G.C.
Date 5-12-71
Scale FULL
Cust. Dwg. No.
Dwg. No. SK.E-641

FMSI 12953

5-18-90

TO: GIL LAYCOCK
FMSI, INC.
588 MONROE TURNPIKE
MONROE, CT. 06468

FROM ERIC ENSKAT
BRAKE PARTS Co.
1600 N INDUSTRIAL DR.
McHENRY, IL. 60050

GIL,

AS PER OUR CONVERSATION THIS MORNING, HERE IS THE SAMPLE NISSAN PART NO 44060-32625 SHOE I ASKED ABOUT. BOTH THE LEADING AND TRAILING SHOES HAVE THE SAME CORE CASTING WITH THE EXCEPTION OF THE PIVOT PIN.

PLEASE CALL ME WHEN AN FMSI CORE NUMBER HAS BEEN DETERMINED AT (815) 385-7600 ext. 2396.

THANK YOU FOR YOUR HELP, AND I AM LOOKING FORWARD TO DEALING WITH YOU IN THE FUTURE.

SINCERELY,

Eric R. Enskat

TELEPHONE (203) 452-1877
FAX (203) 452-7951

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

588 MONROE TURNPIKE
MONROE, CT 06468

August 21, 1990

Mr. William Genzler
Brake Parts Inc.
1600 N. Industrial Drive
McHenry, IL 60050

Dear Bill:

This is in reply to your letter concerning Historical Sales Reporting. I will try to answer your questions with a description of the Statistical Sales Reporting.

Who is eligible to participate:

- All Active (U.S.) Members are eligible
- All Regional (outside U.S.) Members who export to the U.S. market are eligible

There are currently 25 Active Members with three applications for Membership now in process. There are 28 Regional Members (of 38 total) who are eligible to participate.

Participation in the Sales Reporting is voluntary. The Institute does, periodically, solicit participation in the program with the most recent invitation on January 10th of this year. At that time three Active members and seven Regional Members were added to the reporting list.

All reports are submitted directly to the independent accounting firm of Marshall Granger & Company, Certified Public Accountants. The Institute does not have access to the individual reported figures, nor does anyone else. When a new member reports sales figures we do not attempt to gather prior information. (It is difficult enough just getting companies to report!) Each report does list those members who reported so a judgement can be made of the relative market size based on who did and did not submit information.

We attempt to encourage participation by limiting distribution of the report to only those who participate in the reporting. It is the only leverage we have. Those members who do not participate, obviously, have their reasons for not reporting. We have attempted to eliminate what may be the primary reason for not reporting, that is giving out sales information, by using an independent accounting firm where no one has access to the raw data. But, over the years we have never had 100% participation in the program.

For your reference, I am including a listing of those members, Active and Regional who are eligible to participate in the program so that you can judge yourself the relative validity of the reporting.

If you have any further questions do not hesitate to ask.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

G. N. Laycock
Executive Director

GNL:ld
Enclosures

cc: Jim Taylor - BPI - McHenry

ACTIVE MEMBERS

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

Abex Corporation Friction Products Group	Winchester, Virginia
Allied Aftermarket Division Allied-Signal, Inc.	E. Providence, Rhode Island
Brake Parts, Inc.	McHenry, Illinois
Braketech Inc.	Charlotte, North Carolina
Carlisle Corporation Motion Control Industries	Ridgway, Pennsylvania
Certified Brakes Allied-Signal, Inc.	Louisville, Kentucky
Coan Equipment	Landis, North Carolina
Friction Division Products, Inc.	Trenton, New Jersey
Friction Material Company, Inc.	Huntington, Indiana
General Motors Corporation Delco-Moraine Division	Dayton, Ohio
Heavy Duty Friction Group	Lawrence, Massachusetts
HKM of California, Corp.	Los Angeles, California
Interfricton USA Corporation	Atlanta, Georgia
Nuturn Corporation	Nashville, Tennessee
Performance Friction Corporation	Clover, South Carolina
Raymark Friction Company	Manheim, Pennsylvania
Reddaway Manufacturing Company, Inc.	Newark, New Jersey
Scan-Pac Manufacturing, Inc.	Mequon, Wisconsin
Tappa Enterprises, Inc.	Tappahannock, Virginia
Tenneco Automotive Brake	Cartersville, Georgia
U.S. Automotive Manufacturing, Inc.	Tappahannock, Virginia
Ultra Brake Corporation	Sanford, Florida
Wagner Division-Cooper Industries	Chesterfield, Missouri
S.K. Wellman Corporation	Bedford, Ohio
Wheeling Brake Block Mfg., Co.	Bridgeport, Ohio

REGIONAL MEMBERS

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

Akebono Brake Industry Co., Ltd.	Tokyo, Japan
Artazcoz, S.A.I.C.	Buenos Aires, Argentina
Beral Bremsbelag GmbH	Marienheide, Federal Republic of Germany
① ~~British Friction Materials Council~~	~~London, England~~
Canparts Automotive International Division of Abex Industries Ltd.	Cambridge, Ontario, Canada
COBREQ-Companhia Brasileira de Equipamentos	Indaiatuba, Brazil
Distex Industries, Inc.	Montreal, Quebec, Canada
Duramax, S.A. de C.V.	Tlalnepantla, Mexico
Fibro Friction Mfg., Inc.	Montreal, Quebec, Canada
Fox Friction Mfg., Inc.	Mississauga, Ontario, Canada
② ~~Franco-Mex, S.A.~~	~~Naucalpan, Mexico~~
Fras-Le, S.A.	Caxias do Sul, Brazil
Freno, S.A.	Lima, Peru
② ~~Frenos Venezolanos, C.A.~~	~~Caracas, Venezuela~~
② ~~Friccion, S.A.~~	~~Mexico, D.F. Mexico~~
Fricciones Tecnicas y Maquinados,S.A.	Mexico City, Mexico
① ~~Friction Materials Standards Institute of Canada~~	~~Rexdale, Ontario, Canada~~
Frictiontech Inc.	Guelph, Ontario, Canada
Goshen Industries Inc.	Taipei, Taiwan, Republic of China
Grupo Industrial C&F, S.A. de C.V.	San Luis Potosi, Mexico
Hemispheres International Mfg. Co.	Downsview, Ontario, Canada
Industria Colombiana de Asbestos (Incolbestos)	Bogota, Colombia
② ~~Industria de Balatas "INDUBAL"~~	~~Santiago, Chile~~
Korea Beral Co. Ltd.	Seoul, Korea
Kubota Freios e Equipamentos Ferroviarios Ltda.	Mogi das Cruzes-SP-Brazil
② ~~MAMUCA~~	~~Caracas, Venezuela~~
② ~~Materiales de Friccion, S.A.E.~~	~~Pamplona, Spain~~
② ~~Mex-Bestos, S.A.~~	~~Tlalnepantla, Mexico~~
RENOSA, S.A.	Bogota, Colombia
② ~~Repuestos Colombianos Ltda. ("reco")~~	~~Medellin, Colombia~~
Revestimientos Especiales Moldeados, S.A. ("REMSA")	Pamplona, Spain
Sachs Automotive Ltda.	Sao Paulo, Brazil
Satisfied Brake Products, Inc.	St. Laurent, Quebec, Canada
Sundaram-Abex Limited	Madras, India
Tenneco Automotive Brake Ltd.	Concord, Ontario, Canada
Tormos Frictiemateriaal, B.V.	Ringvaartweg, The Netherlands
Total Brake Industries Ltd.	Dorval, Quebec, Canada
Valeo Inc., Friction Materials Div.	Livonia, Michigan

① REGIONAL ASSOCIATIONS - NOT MANUFACTURERS

② ACCORDING TO THEIR CATEGORY DECLARATIONS THESE COMPANIES ARE NOT EXPORTING TO THE U.S. MARKET

BRAKE PARTS INC™

August 14, 1990

Mr. Gil Laycock
Executive Director
Friction Materials Standards Institute
588 Monroe Turnpike
Monroe, CT 06468

RE: HISTORICAL SALES PROGRAM

Dear Gil:

Brake Parts, Inc. has just submitted the second friction statistical report capturing the commercial friction quantities for the first six months of 1990.

In reviewing the summary report for the period ending March 31, 1990 I noticed that several key aftermarket friction suppliers who are also members of F.M.S.I. are not included in the report. Some of these companies are EIS, Hemipheres, Durablock, etc. The absence of some of these major players from the summary report presents an incomplete picture of the market and marketshare calculation. Due to the confidential nature of the report, there is no way of determining how extensive the inaccuracy really is and to allow a compensation to use the data.

In regard to the current report format and the manner in which the information is presented I have several questions. #1. Is your office attempting to solicit all of the F.M.S.I. members to participate in the report process? #2. If a non-reporting company does begin reporting commercial quantities will F.M.S.I. attempt to recover quantities from the proceeding reporting periods to keep the data base clean? #3. Will the future reports detail the companies not submitting quarterly information that may have submitted information in the past to allow comparisons from reporting period to reporting period?

I would like to make it clear that Brake Parts, Inc. supports the efforts of F.M.S.I. in coordinating the assembly if this information and believe it will be a useful tool in tracking the friction market. However, we also believe that if F.M.S.I. is unable to convince all of the current F.M.S.I. members to participate in the reporting process or if members are not consistent in reporting quantities, the information collected, in our opinion, will have little value and in fact may be misleading in representing market size.

CORPORATE HEADQUARTERS 1600 NORTH INDUSTRIAL DRIVE McHENRY, IL 60050 (815) 385-7000 FAX (815) 385-7770

This is a very important subject and I would like to correspond with you regarding some of our concerns and the information you are collecting. Please contact me so we can discuss some of these problem areas.

Sincerely,

Bill Genzler
Marketing Manager

BG:ai
Encl.

cc: J. Taylor

TELEPHONE (203) 452-1877
FAX (203) 452-7951

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

588 MONROE TURNPIKE
MONROE, CT 06468

July 19, 1990

Ms. Joan Pinakidis
Brake Parts Inc.
900 North Church Road
Elmhurst, IL 60126

Dear Ms. Pinakidis:

Our records show that we are sending you 200 copies of Data Book Bulletins and 200 copies of Shoe Bulletins. The first 25 copies are "No Charge". We have been charging $.05 per page for quantities beyond the initial 25.

Due to the cost of "outside" printing, collating and stapling it is necessary to raise the per page cost to $.10 effective for Bulletins after July 1, 1990. Since you may wish to change the number of copies which you receive, would you please complete the enclosed form and return it to the Institute office.

As another option, the Institute can send you single sided master copies on white paper of Bulletins if you wish to run your own copies for distribution. You may wish to consider this option.

We apologize for having to raise the prices for the Bulletins, however, we have been selling these at a loss for almost a year.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

G. N. Laycock
Executive Director

GNL:ld
Enclosure

Friction Operations Headquarters

LORI

Correct Mailing List for Bulletins

February 23, 1990

Friction Materials Standards Institute, Inc.
588 Monroe Turnpike
Monroe, CT 06468

Attention: Mr. Gilbert N. Laycock

Dear Gil:

Effective March 12, 1990 the BPI Quality Office for friction material will be relocated to Branford, CT.

The new address is:

BPI c/o ACC Branford
P.O. Box 142
175 North Branford Road
Branford, CT 06405

Telephone 203-481-5771
Telefax 203-481-7603

Please correct your records accordingly.

Very truly yours,

John S. Demko
Director - Quality

/jpl

BRAKE PARTS INC

Corporate Headquarters
1600 North Industrial Drive
McHenry, IL 60050

(815) 385-7000
FAX (815) 385-7770

January 16, 1990

Mr. Gill Laycock
Friction Materials Standards Institute
588 Monroe Turnpike
Monroe, CT 06468

SUBJECT: New FMSI Puck Number

Dear Mr. Laycock:

I am requesting a new FMSI Outer Puck number for Chrysler O.E. #4423314. This puck is the same as FMSI #7274A-O except for a thickness of .390.

See attached New Item Proposal #46807 for application and FMSI Print 7274A-O with revised thickness information.

Please respond at your earliest convenience.

Sincerely,

Mark Bonasera

MB:ls

cc: Don Delvy
Helmut Rosenberg

MARK BONASERA 2/8/90

① PAD HAS NEW ASSIGNMENT

② ALSO, STEEL HAS NEW ASSIGNMENT
NOTE - MECHANICAL SENSORS ON OUTER STEEL & DIFFERENT CONFIGURATION THAN D385-O

NEW ASSIGNMENT
FMSI 7359A-D478
WILL APPEAR IN NEXT BULLETINS

G.N. LAYCOCK

BRAKE PARTS INC

Corporate Headquarters
1600 North Industrial Drive
McHenry, IL 60050

(815) 385-7000
FAX (815) 385-7770

November 22, 1989

Mr. Gil Laycock
F. M. S. I.
588 Monroe Turnpike
Monroe, CT 06468

Dear Gil,

As per our conversation, please put my name as the primary delegate and Don Delvy as the alternate delegate

Thank you,

John Sullivan
Marketing Manager

JS:ai

cc: D. Delvy
L. Pavey

chg - D-A LISTING
ADDRESS LIST - ROSTER

MIDLAND ™

MIDLAND BRAKE, INC.
8600 N.E. UNDERGROUND DRIVE
PILLAR 203
KANSAS CITY, MO 64161

PURCHASE ORDER/ REQUISITION

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE THEREOF

DATE REQUIRED AT OUR PLANT	ACCOUNT NUMBER	DELIVER TO	No. 01725
8-14-89	758600-1-822-00	T. Hutting	
SHIP VIA	**F.O.B.**	**PAYMENT TERMS**	**PURHCASE ORDER/REQUISITON DATE**
U.S. Mail	Paramus, NJ	Net 30 Days	7-31-89

VENDOR

Friction Materials Standards Institute
Bergen Mall Office Center
East 210 Rout 4
Paramus, NJ 07652

- ☐ NON TAXABLE INDUSTRIAL PROCESSING
- ☐ NON-CONFIRMING
- ☒ CONFIRMING
- ☒ TAXABLE

150	Catalog 891 - FMSI 1989	.36	ea	54.00
	Supplement to the 1988 Automotive Data Book			

IMPORTANT

1. WE RESERVE THE RIGHT TO CANCEL THIS ORDER FOR FAILURE TO COMPLY WITH ALL PROVISIONS OF THIS ORDER.
2. THIS COMPANY IS NOT RESPONSIBLE FOR ANY MATERIAL FURNISHED WITHOUT PRIOR AUTHORIZATION FROM THE PURCHASING DEPARTMENT.
3. ALL PACKAGES, PACKING SLIPS, BILLS OF LADING AS WELL AS INVOICES, MUST BE PLAINLY MARKED WITH OUR ORDER NUMBER AND THE LATEST BLUE PRINT CHANGES.
4. SEND INVOICES, PACKING SLIPS, SHIPPING NOTICES AND BILLS OF LADING IN TRIPLICATE.
5. ON DROP SHIPMENTS, A COPY OF THE PACKING SLIP MUST BE MAILED TO THIS PLANT.

MIDLAND BRAKE, INC.

BUYERS AUTHORIZED SIGNATURE _____

YOUR INVOICE MUST CARRY THE CERTIFICATE AND WARRANTY THAT THE GOODS OR MATERIALS COVERED BY YOUR INVOICE WERE NOT PRODUCED IN VIOLATION OF THE FAIR LABOR STANDARDS ACT OF 1938, OR ANY REGULATION OR ORDER ISSUED THEREUNDER. INVOICES NOT CARRYING THIS CERTIFICATE OR WARRANTY CANNOT BE PROCESSED FOR PAYMENT.

L 90037 REV 10-86

VENDOR

FMSI 12965

MIDLAND™

MIDLAND BRAKE, INC.
8600 N.E. UNDERGROUND DRIVE
PILLAR 203
KANSAS CITY, MO 64161

PURCHASE ORDER/ REQUISITION

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE THEREOF

DATE REQUIRED AT OUR PLANT	ACCOUNT NUMBER	DELIVER TO	No. 01725
8-14-89	758600-1-822-00	T. Hutting	
SHIP VIA	**F.O.B.**	**PAYMENT TERMS**	**PURHCASE ORDER/REQUISITON DATE**
U.S. Mail	Paramus, NJ	Net 30 Days	7-31-89

VENDOR

Friction Materials Standards Institute
Bergen Mall Office Center
East 210 Rout 4
Paramus, NJ 07652

- ☐ NON TAXABLE INDUSTRIAL PROCESSING
- ☐ NON-CONFIRMING
- ☒ CONFIRMING
- ☒ TAXABLE

150	Catalog 891 - FMSI 1989 Supplement to the 1988 Automotive Data Book	.36	ea	54.00

VENDOR ACKNOWLEDGMENT

IMPORTANT

1. WE RESERVE THE RIGHT TO CANCEL THIS ORDER FOR FAILURE TO COMPLY WITH ALL PROVISIONS OF THIS ORDER.
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4. SEND INVOICES, PACKING SLIPS, SHIPPING NOTICES AND BILLS OF LADING IN TRIPLICATE.
5. ON DROP SHIPMENTS, A COPY OF THE PACKING SLIP MUST BE MAILED TO THIS PLANT.

ACKNOWLEDGMENT - MUST BE SIGNED AND RETURNED IMMEDIATELY TO THE BUYERS ATTENTION.

MIDLAND BRAKE, INC.

BUYERS AUTHORIZED SIGNATURE _____

YOUR INVOICE MUST CARRY THE CERTIFICATE AND WARRANTY THAT THE GOODS OR MATERIALS COVERED BY YOUR INVOICE WERE NOT PRODUCED IN VIOLATION OF THE FAIR LABOR STANDARDS ACT OF 1938, OR ANY REGULATION OR ORDER ISSUED THEREUNDER. INVOICES NOT CARRYING THIS CERTIFICATE OR WARRANTY CANNOT BE PROCESSED FOR PAYMENT.

L 90037 REV 10-88

VENDOR ACKNOWLEDGMENT COPY

FMSI 12966

TERMS AND CONDITIONS

1. ACCEPTANCE

This Purchase Order constitutes an offer which can be accepted by Seller only under its exact Terms and Conditions by (i) signing and returning the acknowledgment copy, (ii) commencing work on any products or services ordered, (iii) shipping any of the products or providing any of the services ordered, or (iv) by Seller's acknowledgment (by its acknowledgment form or otherwise) to Buyer. No provisions of Seller's acknowledgment which conflict with or are additional to the Terms and Conditions of this Purchase Order shall apply. When accepted, this Purchase Order shall be the sole and entire contract.

2. PRICES AND EXTRA CHARGES

Seller's prices shall not be (i) higher than the prices stated on the Purchase Order, and (ii) shall be lower if Seller's prices for products or services of like grade and quality are lower than the Purchase Order prices. Seller's prices, where no prices are stated, shall be (i) Seller's lowest prices for products or services of like grade and quantity, or (ii) the fair market prices of the products or services whichever are lower. In all events, Buyer shall receive the benefit of all price reductions by Seller. Buyer shall not be liable for any extra charges including but not limited to charges for drayage, freight, packing, storage, taxes, tooling, or tool maintenance unless specifically agreed to in writing.

3. QUANTITIES

Unless otherwise agreed to in writing, the obligation of Buyer is limited to the specific quantities set forth in the Purchase Order. Seller warrants that all markings of weight or measurement shall be true and correct.

4. SPECIFICATIONS

Specifications describe the products or services to be furnished including but not limited to descriptions of the dimensions, finish, functional characteristics, general quality, material, manufacturing methods, quality control procedures and tolerances of the products or services covered by this Purchase Order. Specifications are furnished in various forms including but not limited to blueprints, catalogs, designs, drawings, engineering instructions, quality control procedures and written specifications. If any specification or instruction, in whatever form, supplied by Buyer appears to be in conflict with another specification or instruction or re-insufficient or unclear, it shall be the duty of Seller to request clarification from Buyer. Buyer shall be the final judge of whether the products or services are nonconforming under the specifications and under this Purchase Order.

6. DELIVERY

Time is of the essence of this Purchase Order. Products shall be delivered and services provided in accordance with the shipping and delivery instructions provided by Buyer. Unless otherwise specified, all products shall be tendered in a single delivery. Seller shall immediately notify Buyer whenever Seller has reason to believe that any scheduled delivery will be late.

5. INSPECTION

Seller shall employ adequate quality control procedures and comply with the quality control procedures provided by Buyer. Buyer shall have the right to inspect and test all products and services and reject or revoke acceptance of nonconforming products and services either before shipment/upon delivery, or at any time after delivery. Buyer's rights of inspection and revocation of acceptance shall survive the acceptance of and the payment for the products or services and shall survive any rebate by Buyer. Seller shall be responsible for all reasonable charges relating to defective material including defective materials shipped to Buyer's customers.

7. BILLING AND PAYMENT

Invoices and shipping documents shall be mailed postage prepaid to the address shown on the face of the Purchase Order. The Purchase Order number, part number and quantity must appear on all shipping documents, invoices and correspondence. All products delivered after the 25th of the month shall be billed as of the first of the following month. The payment date and discount period will be calculated from the date the invoice is received by Buyer or the goods are received by Buyer, whichever is later; provided, however, that the payment date and discount period shall be calculated from the scheduled date of delivery if the deliveries and invoicing are made ahead of schedule. Progress payments for construction work are subject to a 10% retention until final acceptance of the construction work by Buyer. No payments for construction work shall be made or due, without releases of mechanic's lien from all contractors, subcontractors and materialmen.

8. RETURNS

Buyer shall have the right to return at Seller's expense any part or all of the nonconforming products. Buyer shall have the right to return at the expense of Seller any part or all of the conforming products if quantities tendered or delivered are different than the quantities specified on the Purchase Order or the products are not tendered or delivered as scheduled.

9. RISK OF LOSS

The risk of loss for conforming goods shall be on Seller until the products are delivered to the destination specified in the Purchase Order regardless of whether Buyer or Seller is paying for the freight provided, however, that Buyer shall assume the risk of loss for products while being transported on Buyer's vehicles. The risk of loss for nonconforming products shall be on Seller at all times.

10. TOOLING, MATERIALS AND DOCUMENTS

All tooling (including but not limited to dies, fixtures, gauges, patterns and tools), all written materials (including but not limited to blueprints, drawings and specifications) or other tangible items furnished by Buyer or paid for by Buyer either as a separate item or as part of the unit price shall be and remain the property of Buyer and will be delivered to Buyer at its request in good condition, ordinary wear and tear excepted. Seller shall be responsible for tool maintenance and shall not use Buyer's tooling, material or documents to make products for anyone else. Risk of loss shall be Seller's. To protect Buyer's interest, Seller authorizes Buyer to sign and file a UCC-1 Financing Statement covering the foregoing described property of Buyer.

11. CHANGES

Buyer may at any time make changes in the drawings, specifications or approved samples of any products or services covered by the Purchase Order. If such changes result in an increase or decrease in the reasonable costs of Seller, then an equitable adjustment shall be made in the price or prices and this Purchase Order shall be modified accordingly. Buyer may at any time extend delivery dates due to Force Majeure (as defined in Section 12) or for reasonable periods of time in the absence of Force Majeure without incurring any additional costs or expenses.

12. CANCELLATION

Buyer may cancel this Purchase Order for cause, in whole or in part, without any obligation or liability on the part of Buyer. Causes include, without limitation, (i) Seller's breach of any provisions of this Purchase Order including delayed delivery, the failure to deliver on time, delivery of nonconforming products or services, the breach by Seller of any warranties; (ii) Seller's insolvency or bankruptcy or (iii) any other causes or occasion beyond Buyer's control including, without limitation, acts of God, the public enemy, accidents, explosions, fires, other casualties, wars, riots, embargoes, epidemics, shortages, unusually severe weather, governmental action, transportation difficulties, strikes, lockouts, other labor difficulties, the inability to obtain necessary materials and the failure of Buyer's suppliers to deliver or perform ("Force Majeure").

13. TERMINATION

Buyer may terminate this Purchase Order in whole or in part without cause as the case of special order products and services made and provided primarily in accordance with the specifications of Buyer. Buyer shall be liable only for marginal or variable costs and expenses (excluding, without limitation, any liability for fixed or period costs, selling, general or administrative expenses, interest or profits) incurred by Seller prior to the date of termination, less (i) credit for direct materials or tooling resalable by Seller and less the full scrap or salvage value for materials or tooling which cannot be reused by Seller. In the case of all other products or services including but not limited to those products or services where Buyer's specifications are secondary or incidental, then Buyer shall be liable for the Purchase Order price only for the products shipped or services provided prior to the date of termination.

14. SELLER'S EXCLUSIVE AND SOLE REMEDY

Notwithstanding any breach of this Purchase Order by Buyer, it is expressly agreed that Seller's remedy and the liability of Buyer (whether for special order products and services or all other products and services) as set forth in Section 13 represents the exclusive and sole remedy of Seller under this Purchase Order.

15. MODIFICATION, RESCISSION AND WAIVER

This Purchase Order is intended by the parties hereto as the final expression of their agreement and it is the complete and exclusive statement of the terms and conditions thereof. No modification or rescission of this Purchase Order by Buyer or any waiver of rights under this Purchase Order by Buyer shall be binding upon Buyer unless it is in writing and signed by Buyer.

16. WARRANTIES

Seller represents and warrants that Seller has special skills and that Buyer is relying on the skill and judgment of Seller to select and furnish suitable products or services. All written or oral statements of Seller as to functions, quality, suitability and use of the products or services are warranties of Seller. Seller represents and warrants that all products (including packaging) and services (including construction work) provided under this Purchase Order shall: (i) fully and strictly conform to the specifications; (ii) be free of defects; (iii) be of good material and workmanship and (iv) are merchantable and fit for the general and particular purposes for which they are required. If any products or services are nonconforming, Seller shall, if Buyer requests, promptly and without charge, repair or replace the products or provide replacement services. Seller shall be liable for all direct, incidental and consequential damages resulting from nonconforming products or services, or breach of any other warranties or provisions of this Purchase Order.

17. PATENTS AND OTHER INTANGIBLE RIGHTS

Seller represents and warrants that the products or services provided under this Purchase Order do not infringe, or contribute to or induce infringement, of any United States or foreign letters patent, trademarks, or copyrights and do not breach any employment agreements, restrictive covenants, or contracts or infringe any other intangible rights.

18. COMPLIANCE WITH LAWS

Seller represents and warrants that all products or services to be provided under this Purchase Order shall strictly comply with all Federal, state, local and, where applicable, foreign laws, regulations, rules and ordinances including but not limited to the Fair Labor Standards Act of 1938 as amended, the Flammable Fabrics Act as amended, the Federal Hazardous Substances Act, as amended, the Consumer Products Safety Act, the Textile Fiber Identification Act, the Occupational Safety and Health Act of 1970 as amended, the Civil Rights Acts, Executive Orders 11246 and 11375 of the President of the United States as amended, and the rules and regulations pursuant thereto, all Federal and state environmental protection acts, the Motor Vehicle Safety Act and the Toxic Substances Control Act.

19. WAIVER AND INDEMNITY

Seller, its agents, contractors and employees waive any and all claims against Buyer for personal injuries or property damages arising out of or related to providing the products or services (including construction work) under this Purchase Order. Seller shall indemnify, defend, protect and hold harmless Buyer from any and all actions, claims, costs, expenses, fees (including reasonable attorney's fees), investigations, liabilities, losses or suits arising out of or related to the products or services provided under this Purchase Order including but not limited to those which (i) involve any actual or alleged injuries or death to any person or property damage, resulting in whole or part, from defective or allegedly defective products or services provided hereunder; (ii) involve actual or alleged infringement of any United States or foreign letters patent, trademarks, copyrights, or other intangible rights by reason of the use or sale of any products or services provided hereunder; (iii) involve actual or alleged violation of any law, regulation, rule or ordinance relating to the use or sale of any products or services provided hereunder; or (iv) involve claims of Seller, its agents, contractors and employees relating to personal injuries or property damages sustained in providing the products or services (including construction work) under this Purchase Order.

20. INSURANCE

Seller agrees to obtain and maintain policies of insurance including but not limited to policies providing public liability, product liability with a broad form vendor's endorsement naming Buyer, automobile liability and workmen's compensation coverage in such amounts, with such companies and containing such other provisions which shall be satisfactory to Buyer relating to the products or services covered by this Purchase Order. Seller shall provide Buyer with certificates of insurance and all such policies and certificates shall provide that the coverage provided by such policies shall not be terminated or cancelled without at least ten (10) days prior written notice to Buyer.

21. COST OF LITIGATION AND INTEREST

If Buyer prevails in any litigation involving the Purchase Order, Seller agrees to pay all costs of Buyer in connection with such litigation including, without limitation, reasonable attorneys fees plus interest at the rate of 1½% per month, or the highest rate allowed by law, whichever is lower, on all amounts due or payable by Seller to Buyer from the date Buyer notifies Seller that Seller has breached this Purchase Order or the date such amounts become due or payable to Buyer, whichever is first.

22. RECORDS

Seller shall grant access to Buyer, for the purpose of copying during business hours, all records of Seller relating to the products or services to be provided under this Purchase Order.

23. TRADE SECRETS AND CONFIDENTIAL INFORMATION

Seller shall not disclose or use, except to the extent required to fulfill this Purchase Order, any confidential matters or trade secrets of Buyer.

24. ASSIGNMENT

This Purchase Order may not be assigned in whole or in part by Seller without the express written consent of Buyer. Seller shall not delegate any duties or subcontract any portion of performance under this Purchase Order without the prior written consent of Buyer.

25. GOVERNING LAW

This Purchase Order, including any provisions relating to the providing of services, shall be governed by the Uniform Commercial Code of the State of Connecticut and such other laws of the State of Connecticut that may be applicable to this Purchase Order.

26. ERRORS AND OMISSIONS

Errors or omissions, including typing errors or mathematical errors, are subject to correction at any time.

27. RIGHTS AND REMEDIES OF BUYER

All rights and remedies of Buyer set forth in this Purchase Order shall be in addition to and not in lieu of any rights or remedies provided by law and all rights and remedies of whatever nature shall be cumulative and the past waiver of or failure to enforce any right or remedy shall not constitute the waiver of that or any other right or remedy.

REVISED NOVEMBER 1985

FMSI 12967

MIDLAND HEAVY DUTY SYSTEMS
8600 N.E. Underground Dr., Pillar #203
Kansas City, MO 64161
800-643-2374, In MO 816-454-2426

MIDLAND™
HEAVY DUTY SYSTEMS

May 19, 1989

Friction Materials Standards Institute
Attn: E.W. Drislane, Executive Director
Bergen Mall Office Center
East 210 Route 4
Paramus, New Jersey 07652

Dear Mr. Drislane:

In January of this year, you corresponded with Mr. Steve Williams, Product Manager, regarding the purchase of Institute catalogs. I have since taken over such matters as printing and purchasing of catalogs and would be interested in knowing more about what is presently available.

The Automotive Data Book (Catalog 881) is what I am interested in. We last purchased the 1988 version and your letter to Mr. Williams indicated there would be a 1989 Supplement, available sometime in April.

Will you please provide me, via telephone or letter, with costs for both the 1988 Automotive Data Book (Catalog 881) and the 1989 Supplement. I would need pricing for quantities of 500 and 1000. I will also need the appropriate ordering information.

If you should have any questions, please feel free to phone me. Otherwise, I will await your reply.

Thank you,

Tammi Hutting
Marketing Services

/th

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

May 23, 1989

Ms. Tammi Hutting
Midland Heavy Duty Systems
8600 N.E. Underground Drive
Pillar #203
Kansas City, MO 64161

Dear Ms. Hutting:

This is to reply to your letter of May 19, 1989 on certain Institute catalogs.

1988 Automotive Data Book

We have only 40 copies (1 carton) left in inventory. Those copies are available at $1.16 per copy, FOB Detroit, Michigan. We do not purposely stock copies of our catalogs. They are offered to the members at the time of printing when we solicit orders. Usually there is an overrun, and when the overrun is exhausted, there are no more copies available.

Just as a matter of information, the Echlin Group through its Brake Systems, Inc. (now Brake Parts) ordered and was shipped 12,000 copies of the 1988 Automotive Data Book, which shipment was made to 900 Church Road in Elmhurst, Illinois. This shipment was made in May 1988. Perhaps they have some copies left?

1989 Supplement to the 1988 Automotive Data Book

This catalog has just been printed (May 1989). We do not know what the overrun is, but I believe we have 1,500 copies left. Please see enclosed BULLETIN NO. 943 which solicited orders earlier. You will note that we asked for orders by April 7. If you wish copies of the Supplement, they will be shipped on a "First Come/First Served" basis. They are priced at $360.00 per Thousand ($.36 each).

As a matter of information, Brake Systems Inc. (Brake Parts) ordered and was shipped 5,000 copies of the Supplement. Shipment went to Elmhurst, Illinois. Perhaps they have some available.

If you wish to order any of these Catalogs/Supplements, please place the order on the Institute.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

FMSI 12969

BRAKE

BILL TO:
PRATTVILLE MANUFACTURING, INC
101 ECHLIN BOULEVARD
PRATTVILLE ALABAMA
36067 UNITED STATES

PURCHASE ORDER NO: 6122
PAGE: 1
DATE: 04/20/1989

1. TERMS - Please enter our order for the items of equipment and material described herein, subject to terms and conditions appearing on the front and reverse side hereof.

2. INVOICING - Send original and one copy of all invoices, B/L and shipping papers attention Accounts Payable Department, 1085 Selma Hwy., Prattville, Alabama 36067.

3. IDENTIFICATION - Show complete P. O. numbers, division identification, PMI part number, lot number and quantity on all invoices, containers, shipping papers, packing list and correspondence.

4. PACKING - Furnish packing list showing above identification with all shipments.

5. FREIGHT - Freight charges must be supported by original receipted freight bill.

6. PRICING - All prices, unless otherwise indicated, are firm.

7. ACKNOWLEDGMENT - Order must be promptly acknowledged.

FRICTION MAT'LS STANDARDS INST.
E-210 ROUTE 4
PARAMUS, NEW JERSEY
07652

SHIP TO:
PRATTVILLE MANUFACTURING, INC.
101 ECHLIN BLVD.
PRATTVILLE ALABAMA
36067

TRANSPORT VIA: U P S
FOB POINT: PRATTVILLE, ALA
PAYMENT TERMS: NET 30 DAYS

TAX EXEMPT NUMBER:

LN#	QUANTITY	UM	ITEM NUMBER	DOCK	PRICE	PRICE TAX
001	9	EA		04/20/1989	1.00	9.00 YES
			DESCRIPTION: PRINTS			
002	10	EA	#881	04/20/1989	1.50	15.00 YES
			DESCRIPTION: FMSI AUTOMOTIVE DATA BOOK			
003	10	EA	#832	04/20/1989	.50	5.00 YES
			DESCRIPTION: 1983 BRAKE BLOCK IDENT CATALOG			
004	10	EA	#891	04/20/1989	.45	4.50 YES
			DESCRIPTION: AUTOMOTIVE SUPPLEMENT			

Paid 6/85

CONFIRMING, DO NOT DUPLICATE

(A)

BUYER: LW
AUTHORIZED BY:

TOTAL EXTENDED DOLLARS
THIS PURCHASE ORDER: $ 33.50

CUSTOMER

FMSI 12970

TERMS AND CONDITIONS

1. ACCEPTANCE

This Purchase Order constitutes an offer which can be accepted by Seller only on Buyer's exact Terms and Conditions by (i) signing and returning the acknowledgment copy; (ii) commencing work on any products or services ordered; (iii) shipping any of the products or providing any of the services ordered; or (iv) Seller's acknowledgment (by its acknowledgment form or otherwise) to Buyer. No provisions of Seller's acknowledgment which conflict with or are additional to the Terms and Conditions of this Purchase Order shall apply. When accepted, this Purchase Order shall be the sole and entire contract.

2. PRICES AND EXTRA CHARGES

Unit prices shall not be (i) higher than the prices stated on the Purchase Order, and (ii) shall be lower if Seller's prices for products or services of like grade and quality are lower than the Purchase Order prices. Seller's prices, where no prices are stated, shall be (i) Seller's lowest prices for products or services of like grade and quantity, or (ii) the fair market prices of the products or services whichever are lower. In all events, Buyer shall receive the benefit of all price reductions by Seller. Buyer shall not be liable for any extra charges including but not limited to charges for drayage, freight, packing, storage, taxes, tooling, or tool maintenance unless specifically agreed to in writing.

3. QUANTITIES

Unless otherwise agreed to in writing, the obligation of Buyer is limited to the specific quantities set forth in the Purchase Order. Seller warrants that all markings of weight or measurement shall be true and correct.

4. SPECIFICATIONS

Specifications describe the products or services to be furnished including but not limited to descriptions of the dimensions, finish, functional characteristics, general quality, material, manufacturing methods, quality control procedures and tolerances of the products or services covered by this Purchase Order. Specifications are furnished in various forms including but not limited to blueprints, catalogs, designs, drawings, engineering instructions, quality control procedures and written specifications. If any specification or instruction, in whatever form, supplied by Buyer appears to be in conflict with another specification or instruction or is insufficient or unclear, it shall be the duty of Seller to request clarification from Buyer. Buyer shall be the final judge of whether the products or services are nonconforming under the specifications and under this Purchase Order.

5. DELIVERY

Time is of the essence of this Purchase Order. Products shall be delivered and services provided in accordance with the shipping and delivery instructions provided by Buyer. Unless otherwise specified, all products shall be tendered in a single delivery. Seller shall immediately notify Buyer whenever Seller has reason to believe that any scheduled delivery will be late.

6. INSPECTION

Seller shall employ adequate quality control procedures and comply with the quality control procedures provided by Buyer. Buyer shall have the right to inspect and test all products and services and reject or revoke acceptance of nonconforming products and services either before shipment, upon delivery, or at any time after delivery. Buyer's right of inspection and revocation of acceptance shall survive the acceptance of and the payment for the products or services and shall survive any resale by Buyer. Seller shall be responsible for all rework costs relating to defective materials or material shortages to Buyer's customers.

7. INVOICING AND PAYMENT

Invoices and shipping documents shall be mailed postage prepaid to the address shown on the face of the Purchase Order. The Purchase Order number, part number and quantity must appear on all shipping documents, invoices and correspondence. All products delivered after the 20th day of a month shall be billed as of the first of the following month. The payment date and discount period will be calculated from the date the invoice is received by Buyer or the goods are received by Buyer, whichever is later, provided, however, that the payment date and discount period shall be calculated from the scheduled date of delivery if the deliveries and invoicing are made ahead of schedule. Progress payments for construction work are subject to a 10% retention until final acceptance of the construction work by Buyer. No payments for construction work shall be made or due without releases of mechanics liens from all contractors, subcontractors and materialmen.

8. RETURNS

Buyer shall have the right to return at Seller's expense any part or all of nonconforming products. Buyer shall have the right to return at the expense of Seller any part or all of the conforming products if quantities tendered or delivered are different than the quantities specified on the Purchase Order or the products are not tendered or delivered as scheduled.

9. RISK OF LOSS

The risk of loss for conforming goods shall be on Seller until the products are delivered to the destination specified in the Purchase Order regardless of whether Buyer or Seller is paying for the freight provided, however, that Buyer shall assume the risk of loss for products while being transported on Buyer's vehicles. The risk of loss for nonconforming products shall remain on Seller at all times.

10. TOOLING, MATERIALS AND DOCUMENTS

All tooling (including but not limited to dies, fixtures, gages, patterns and tools), all written materials including but not limited to blueprints, drawings and specifications, or other tangible items furnished by Buyer or paid for by Buyer either as a separate item or as part of the Purchase Price shall be and remain the property of Buyer and will be delivered to Buyer at its request in good condition, ordinary wear and tear excepted. Seller shall be responsible for tool maintenance and shall not use Buyer's tooling, material or documents to make products for anyone else. Risk of loss shall be Seller's. To protect Buyer's interest, Seller authorizes Buyer to sign and file UCC-1 Financing Statements covering the foregoing described property of Buyer.

11. CHANGES

Buyer may at any time make changes in the drawings, specifications or approved samples of any products or services covered by this Purchase Order. If such changes result in any increase or decrease in the manufacturing costs of Seller, then an equitable adjustment shall be made in the price or prices and the Purchase Order shall be modified accordingly. Buyer may at any time extend delivery dates due to Force Majeure (as defined in Section 12) or for reasonable periods of time in the absence of Force Majeure without incurring any additional costs or expenses.

12. CANCELLATION

Buyer may cancel this Purchase Order for cause, in whole or in part, without any obligation or liability on the part of Buyer. Cause includes, without limitation, (i) Seller's breach of any provisions of this Purchase Order, including, without limitation, the failure to deliver on time, delivery of nonconforming products or services or the breach by Seller of any warranties, (ii) Seller's insolvency or bankruptcy, or (iii) any cause or condition beyond Buyer's control including, without limitation, acts of God, the public enemy, accidents, explosions, fires, other casualties, wars, riots, embargoes, epidemics, shortages, unusually severe weather, governmental action, transportation difficulties, strikes, lockouts, other labor difficulties, the inability to obtain necessary materials and the failure of Buyer's suppliers to deliver or perform ("Force Majeure").

13. TERMINATION

Buyer may terminate this Purchase Order in whole or in part without cause. In the case of special order products and services made and provided primarily in accordance with the specifications of Buyer, Buyer shall be liable only for marginal or variable costs and expenses (excluding, without limitation, any liability for fixed or period costs, selling, general or administrative expenses, interest or profits) incurred by Seller prior to the date of termination, less full credit for direct materials or tooling reusable by Seller, and less the full scrap or salvage value for materials or tooling which cannot be reused by Seller. In the case of all other products or services (including but not limited to those products or services where Buyer's specifications are secondary or incidental), then Buyer shall be liable for the Purchase Order price only for the products shipped or services provided prior to the date of termination.

14. SELLER'S EXCLUSIVE AND SOLE REMEDY

Notwithstanding any breach of this Purchase Order by Buyer, it is expressly agreed that Seller's remedy and the liability of Buyer (whether for special order products and services or all other products and services) as set forth in Section 13 represents the exclusive and sole remedy of Seller under this Purchase Order.

15. MODIFICATION, RESCISSION AND WAIVER

This Purchase Order is intended by the parties hereto as the final expression of their agreement and is the complete and exclusive statement of the terms and conditions thereof. No modification or rescission of this Purchase Order by Buyer or any waiver of rights under this Purchase Order by Buyer shall be binding upon Buyer unless it is in writing and signed by Buyer.

16. WARRANTIES

Seller represents and warrants that Seller has special skills and that Buyer is relying on the skill and judgment of Seller to select and furnish suitable products or services. All written or oral statements of Seller as to functions, quality, suitability and use of the products or services are warranties of Seller. Seller represents and warrants that all products (including packaging) and services (including construction work) provided under this Purchase Order shall: (i) fully and strictly conform to the specifications; (ii) be free of defects; (iii) be of good material and workmanship; and (iv) are merchantable and fit for the general and particular purposes for which they are required. If any products or services are nonconforming, Seller shall, if Buyer requests, promptly and without charge, repair or replace the products or provide replacement services. Seller shall be liable for all direct, incidental and consequential damages resulting from nonconforming products or services, or breach of any other warranties or provisions of this Purchase Order.

17. PATENTS AND OTHER INTANGIBLE RIGHTS

Seller represents and warrants that the products or services provided under this Purchase Order do not infringe, or contribute to or induce infringement of any United States or foreign letters patent, trademarks, or copyrights and do not breach any employment agreements, restrictive covenants, or contracts or infringe any other intangible rights.

18. COMPLIANCE WITH LAWS

Seller represents and warrants that all products or services to be provided under this Purchase Order shall strictly comply with all Federal, state, local and, where applicable, foreign laws, regulations, rules and ordinances including but not limited to the Fair Labor Standards Act of 1938 as amended, the Flammable Fabrics Act as amended, the Federal Hazardous Substances Act as amended, the Consumer Products Safety Act, the Textile Fiber Identification Act, the Occupational Safety and Health Act of 1970 as amended, the Civil Rights Acts, Executive Orders 11246 and 11375 of the President of the United States as amended, and the rules and regulations pursuant thereto, all Federal and state environmental protection acts, the Motor Vehicle Safety Act and the Hazardous Substances Control Act.

19. WAIVER AND IDEMNITY

Seller, its agents, contractors and employees shall indemnify, defend, protect and hold harmless Buyer from any and all actions, claims, costs, expenses, losses (including reasonable attorney's fees), investigations, liabilities, losses or suits arising out of or related to the products or services provided under this Purchase Order including but not limited to those which (i) involve any actual or alleged injuries or death to any person or property damage, resulting in whole or part, from defective or allegedly defective products or services provided hereunder, (ii) involve actual or alleged infringement of any United States or foreign letters patent, trademarks, copyrights, or other intangible rights by reason of the use or sale of any products or services provided hereunder; (iii) involve actual or alleged violation of any law, regulation, rule or ordinance relating to the use or sale of any products or services provided hereunder; or (iv) involve claims of Seller, its agents, contractors and employees relating to personal injuries or property damages sustained in providing the products or services (including construction work) under this Purchase Order.

20. INSURANCE

Seller agrees to obtain and maintain policies of insurance including but not limited to policies providing public liability, product liability, with a broad form vendor's endorsement naming Buyer, automobile liability and workmen's compensation coverage in such amounts, with such companies and containing such other provisions which shall be satisfactory to Buyer relating to the products or services covered by this Purchase Order. Seller shall provide Buyer with certificates of insurance and all such policies and certificates shall provide that the coverage provided by such policies shall not be terminated or cancelled without at least ten (10) days prior written notice to Buyer.

21. COST OF LITIGATION AND INTEREST

If Buyer prevails in any litigation involving this Purchase Order, Seller agrees to pay all costs of Buyer in connection with such litigation including, without limitation, reasonable attorneys fees plus interest at the rate of 1½% per month, or the highest rate allowed by law, whichever is lower, on all amounts due or payable by Seller to Buyer from the date Buyer notifies Seller that Seller has breached this Purchase Order or the date such amounts become due or payable to Buyer, whichever is first.

22. RECORDS

Seller shall grant access to Buyer for the purpose of copying during business hours all records of Seller relating to the products or services provided under this Purchase Order.

23. TRADE SECRETS AND CONFIDENTIAL INFORMATION

Seller shall not disclose or use except to the extent required to fulfill this Purchase Order any confidential matters or trade secrets of Buyer.

24. ASSIGNMENT

This Purchase Order may not be assigned in whole or in part by Seller without the express written consent of Buyer. Seller shall not issue any press releases or originate any publicity in any form regarding this Purchase Order without the prior written consent of Buyer.

25. GOVERNING LAW

This Purchase Order including the provisions relating to the providing of services shall be governed by the Uniform Commercial Code of the State of Connecticut and such other laws of the State of Connecticut that may be applicable to this Purchase Order.

26. ERRORS AND OMISSIONS

Errors or omissions, including but not limited to stenographic and clerical errors, are subject to correction at any time.

27. RIGHTS AND REMEDIES OF BUYER

All rights and remedies of Buyer set forth in this Purchase Order shall be in addition to and not in lieu of any rights or remedies provided by law and all rights and remedies of whatever nature shall be cumulative and the past waiver of or failure to enforce any right or remedy shall not constitute the waiver of that or any other right or remedy.

REVISED NOVEMBER 1985

FMSI 12971

INVOICE

FRICTION MATERIALS STANDARDS INSTITUTE

6-218 ROUTE 4 • PARAMUS, NEW JERSEY 07652 • PHONE (201) 845-0440

SOLD TO

Prattville Manufacturing Inc.
1085 Selma Highway
Prattville, AL 36067

SHIPPED TO

Same
(Attn.: Lucy West)

DATE	DATE SHIPPED	SHIPPED VIA	YOUR ORDER NO	F.O.B.	TERMS	INVOICE NO.
05-15-89	05-15-89	Parcel Post	P.O. 6122	Paramus, NJ	Net	005676

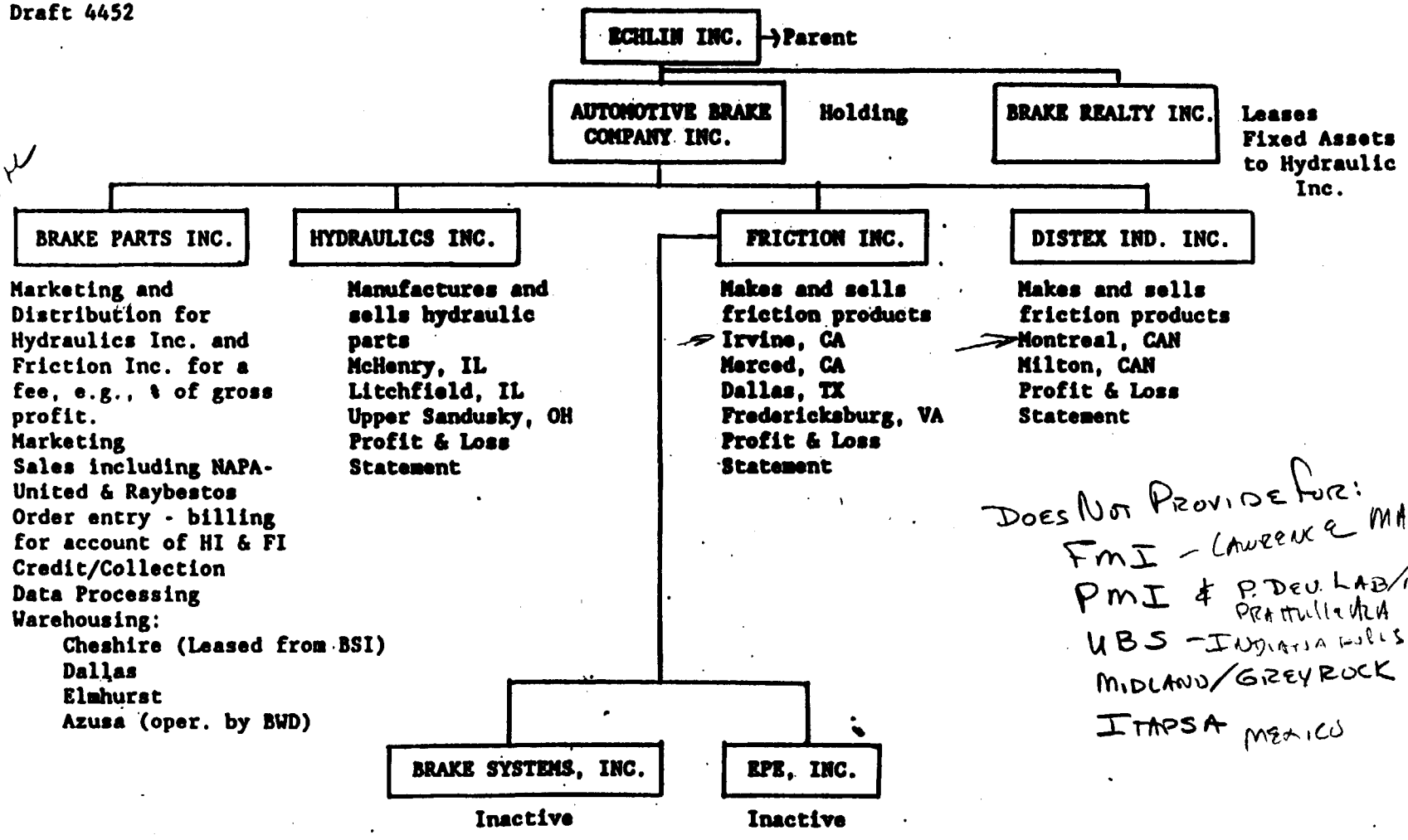
QUANTITY	DESCRIPTION	PRICE	AMOUNT
10	1988 Automotive Data Books (881)	$1.50	$15.00
10	1985 Brake Block ID Catalogs (832)	.50	5.00
10	1989 Supplement to 1988 Data Book (891)	.36	3.60
	Add Parcel Post Charges		6.27
	Total		$29.87

(A)

Item # NV-H75 ©Wheeler Group Inc.

BRAKE SYSTEMS INC
2/85

Draft 4452



ECHLIN INC. → Parent

AUTOMOTIVE BRAKE COMPANY INC. — Holding

BRAKE REALTY INC. — Leases Fixed Assets to Hydraulic Inc.

ELMHURST INC

BRAKE PARTS INC.

Marketing and Distribution for Hydraulics Inc. and Friction Inc. for a fee, e.g., % of gross profit.
Marketing
Sales including NAPA-United & Raybestos
Order entry - billing for account of HI & FI
Credit/Collection
Data Processing
Warehousing:
- Cheshire (Leased from BSI)
- Dallas
- Elmhurst
- Azusa (oper. by BWD)

HYDRAULICS INC.

Manufactures and sells hydraulic parts
McHenry, IL
Litchfield, IL
Upper Sandusky, OH
Profit & Loss Statement

FRICTION INC.

Makes and sells friction products
Irvine, CA
Merced, CA
Dallas, TX
Fredericksburg, VA
Profit & Loss Statement

DISTEX IND. INC.

Makes and sells friction products
Montreal, CAN
Milton, CAN
Profit & Loss Statement

BRAKE SYSTEMS, INC.

Inactive

EPE, INC.

Inactive

DOES NOT PROVIDE FOR:
FMI - LAWRENCE MASS
PMI & P. DEV. LAB/MONTG ALA
PRATTVILLE ALA
UBS - INDIANA HILLS
MIDLAND/GREYROCK
ITAPSA MEXICO

FMSI 12973

CHARGE NO.	REQUISITIONED BY	DATE	APPROVED BY	DELIVER TO	DATE WANTED
	BUD DALY	4/6/89		ELMHURST, IL	

BRAKE SYSTEMS, INC.

☐ 11045 GAGE AVENUE
FRANKLIN PARK, IL 60131

312/455-2662

☐ 900 CHURCH ROAD
ELMHURST, IL 60126

ORIGINAL PURCHASE ORDER No. 14442 [redacted]

INSTRUCTIONS TO SUPPLIER

1. **INVOICING**—Send original and one copy of all invoices, B/L and shipping papers attention Accounts Payable Department, 11045 Gage Avenue, Franklin Park, IL 60131.
2. **IDENTIFICATION**—Show complete P.O. number, division identification, part and lot number and quantity on all invoices, containers, shipping papers, packing lists and correspondence.
3. **PACKING**—Furnish packing list showing above identification with all shipments. Cartons must not weigh more than 40 lbs.
4. **FREIGHT**—Freight charges must be supported by original receipted freight bill.
5. **PRICING**—All prices, unless otherwise indicated, are firm.
6. **TERMS**—Subject to terms and conditions on reverse side.
7. **ACKNOWLEDGMENT**—Order must be promptly ackowledged.
8. **SHIPPING**—No shipments accepted after 3:00 P.M. Material shipped in error, rejected, or overshipments, or not in compliance with above instructions, may be returned at Seller's expense.

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

BERGEN MALL OFFICE CENTER

E. 210 ROUTE 4
PARAMUS, N.J. 07652

VENDOR NO.	ORDER DATE	SHIP VIA	F.O.B.	TERMS	DATE REQUIRED
	4/6/89	BEST WAY			ASAP

SHIP TO

BRAKE PARTS INC.
900 N. CHURCH ROAD
ELMHURST, IL 60126

BILL TO

SAME

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	2,000	1988 FMSI BOOKS	$1.16	$2320.-
		CATALOG 881		
		1988 AUTOMOTIVE DATA BOOK		
			+	SHIPPING
		Paid 5/17/89		

ADDRESS ALL CORRESPONDENCE TO

BRAKE SYSTEMS, INC.

BY [signature] AUTHORIZED SIGNATURE

BSI-7 9/88

(V)

VENDOR

FMSI 12974

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

April 10, 1989

Mr. Alan Groh
Tweddle Litho Company
24000 Harper Avenue
St. Clair Shores, MI 48080

Dear Alan:

According to our records, you should have 2,040 copies (51 cartons each with 40 copies) of the 1988 Automotive Data Book on hand. Would you please make the following shipment:

Ship 2,000 copies (50 cartons, 40 each) to:

Brake Systems, Inc.
Attn.: Bud Daly
900 Church Road
Elmhurst, IL 60126

Mark all cartons: P.O. 14442

Please ship by Truck prepaid. When shipment is complete, and your freight billing is on hand, please:

(1) Advise of shipment date and carrier
(2) Bill the Institute for the freight charges.

That will leave you with one carton (40 copies). Please hold that carton for further instructions.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

(V)

INVOICE

FRICTION MATERIALS STANDARDS INSTITUTE

E-210 ROUTE 4 • PARAMUS, NEW JERSEY 07652 • PHONE (201) 845-0440

SOLD TO

Brake Parts Inc.
(Attn.: Bud Daly)
900 North Church Road
Elmhurst, IL 60126

SHIPPED TO

Same

DATE	DATE SHIPPED	SHIPPED VIA	YOUR ORDER NO.	F.O.B.	TERMS	INVOICE NO.
04-18-89	04-13-89	Preston Truck	P.O. 14442	Detroit, MI	Net	005672

QUANTITY	DESCRIPTION	PRICE	AMOUNT
2,000	1988 Automotive Data Books (Catalog 881)	$1.16	$2,320.00
	Prepaid Freight - Preston		241.00
	Total		$2,561.00
	Shipment of 50 cartons (40 catalogs per carton) from Printer, Twaddle Litho Company, 24000 Harper Avenue, St. Clair Shores, MI 48080 (Detroit)		

V

Item # NV-R75 ©Wheeler Group Inc.

FMSI 12976

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

January 19, 1989

Mr. Steve Williams
Midland Heavy Duty Systems
8600 N.E. Underground Dr.
Pillar #203
Kansas City, MO 64161

Dear Steve:

This is in reply to your letter of January 11, 1989 concerning available Institute catalogs. I also received an interoffice memo to a Mr. Tom O'Brian which I am returning with this letter. This will answer both memos.

The only catalogs we have available at this time are:

1988 Automotive Data Book (Catalog 881)
1983 Brake Block Identification Catalog (Catalog 883)

The Catalog 881 is available at $1.16 per catalog, when ordered in multiples of 40 catalogs per carton. Catalog 832 is available at $0.28 per catalog, when ordered in multiples of 210 catalogs per carton. In other words, if we can ship in un-opened cartons, the above prices are available. In other quantities, the Catalog 881 goes for $1.50 each and Catalog 832 goes for $0.50 each.

The Brake Shoe I.D. Catalog was last published in 1980. All data that was in the Shoe Catalog is now in the Automotive Data Book.

Under separate mailing we are sending you one copy each of Catalog 832 and 881.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

P.S. We will be publishing a 1989 Supplement to the 1988 Data Book, and will be soliciting orders in about 8 weeks.

MIDLAND™
HEAVY DUTY SYSTEMS

Internal Correspondence

From Steve Williams

Location Kansas City, Missouri

Date January 11, 1989

To E. W. Drislane
F. M. S. I.

Subject CATALOGS

CC:

We have not purchased from F.M.S.I. the catalogs that you produce.
Example: 832
861

We would like to start purchasing these and other catalogs if we can. Would you please send us an updated literature list and price list?

Any help with this matter will be appreciated.

Thank you.

Steve Williams

INVOICE

FRICTION MATERIALS STANDARDS INSTITUTE

EAST 210 ROUTE 4 • PARAMUS, NEW JERSEY 07652 • PHONE (201) 845-0440

SOLD TO

Mr. Steve Williams
Midland Heavy Duty Systems
8600 N.E. Underground Dr.
Pillar #203
Kansas City, MO 64161

SHIPPED TO

Same

DATE	DATE SHIPPED	SHIPPED VIA	YOUR ORDER NO.	F.O.B	TERMS	INVOICE NO.
01-17-89	01-17-89	Priority Mail	Williams 1/11		No Charge	0001259

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1 copy	1988 Automotive Data Book (Catalog 881)	No Charge	
1 copy	1983 Brake Block Identification Catalog (Catalog 832)	No Charge	

ITEM #NVR73 © WHEELER GROUP INC

TRIPLICATE COPY

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

January 3, 1989

CERTIFIED MAIL
RETURN RECIPT

Brake Systems, Inc.
(Attn.: Accounts Payable)
11045 Gage Avenue
Franklin Park, IL 60131

Subject: Brake Systems Inc. Purchase Order 12083
Tweddle Litho Company Invoice C-1938-4

Gentlemen:

Brake Systems Inc. issued their Purchase Order No. 12083 on Tweddle Litho Company (our printers) on March 15, 1988. Tweddle Litho Company shipped Brake Systems 12,000 catalogs in May 1988 and sent their Invoice C-1938-4 on June 16, 1988.

That is now more than six months ago. It is most difficult for the Institute to get printers to bid on our catalogs because of the multiple billings to Members.

Would you please pay the $14,476.60 that is owed to Tweddle Litho Company. Thank you.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

Copies:
Mr. Larry Pavey, BSI
Mr. Don Delvy, BSI

Acct Payable
Bobbie Bows (Ms)
312-455-2662
"phone 1/25: Check # 03314
in the mail" on 1/24

Tweddle pd 2/1/89

FMSI 12980

SJ 559
Bracali

INVOICE

TWEDDLE LITHO COMPANY

24000 HARPER AVENUE • ST. CLAIR SHORES, MICHIGAN 48080 • (313) 371-3300
FAX (313) 771-0311

Friction Material

SOLD TO Brake Systems, Inc.
11045 Gage Avenue
Franklin Park, IL 60131
Attention: Accounts Payable

INVOICE NO. C-1938-4
DATE June 16, 1988
CUSTOMER'S ORDER NO. 12083
TERMS — 30 DAYS NET

FMSI

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	
	AUTOMOTIVE DATA BOOK			
12,000		1,138.00/M	$13,656	00
12,000	Punched	22.00/M	264	00
		SUBTOTAL	$13,920	00
	Freight-Preston		556	60
		TOTAL	$14,476	60

Tax Exempt: Out of State

pk

Enclosures: Receipts

COMPUTERIZED PHOTO COMPOSITION • WEB and SHEET-FED LITHOGRAPHERS

We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

BRAKE SYSTEMS, INC.

11045 GAGE AVENUE
FRANKLIN PARK, IL 60131
312/455-2662

ORIGINAL PURCHASE ORDER **No.** 12083

INSTRUCTIONS TO SUPPLIER

1. **INVOICING**—Send original and one copy of all invoices, B/L and shipping papers attention Accounts Payable Department, 11045 Gage Avenue, Franklin Park, IL 60131.
2. **IDENTIFICATION**—Show complete P.O. number, division identification, part and lot number and quantity on all invoices, containers, shipping papers, packing lists and correspondence.
3. **PACKING**—Furnish packing list showing above identification with all shipments. Cartons must not weigh more than 40 lbs.
4. **FREIGHT**—Freight charges must be supported by original receipted freight bill.
5. **PRICING**—All prices, unless otherwise indicated, are firm.
6. **TERMS**—Subject to terms and conditions on reverse side.
7. **ACKNOWLEDGMENT**—Order must be promptly ackowledged.
8. **SHIPPING**—No shipments accepted after 3:00 P.M. Material shipped in error, rejected, or overshipments, or not in compliance with above instructions, may be returned at Seller's expense.

Tweddle Litho Co.
24000 Harper Ave.
St. Clair Shores, MI 48080

VENDOR NO.	ORDER DATE	SHIP VIA	F.O.B.	TERMS	DATE REQUIRED
	3/15/88			Net 30	ASAP

SHIP TO
Brake Systems, Inc.
900 Church Road
Elmhurst, IL 60126

BILL TO
Brake Systems, Inc.
11045 Gage Ave.
Franklin Park, IL 60131

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	12,000	1988 FMSI Books with 192 page self cover and 5 hole drill	1210.00M	14,520.0(
		Confirming letter of 3/14/88		

EXTENSION
AUTHORIZED
JOB NO.
APPROVED
ACCOUNT

RECEIVED
TWEDDLE LITHO CO
MAR 21 1988
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
In connection with the performance of work under this Purchase Order, the Equal Opportunity Clauses as set forth in Section 202 of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, are incorporated by reference.

ADDRESS ALL CORRESPONDENCE TO

BRAKE SYSTEMS, INC.
BY Gregory C. Kavages
AUTHORIZED SIGNATURE

BSI-7 7/86

VENDOR

FMSI 12983

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

November 2, 1988

Mr. Larry Pavey
Brake Systems, Inc.
11045 Gage Avenue
Franklin Park, IL 60131

Subject: BSI Purchase Order 12083/Tweddle Litho Invoice C-1938-4

Dear Mr. Pavey:

I am following up for our Printer on BSI's order for 12,000 copies of the 1988 Automotive Data Book. A copy of the BSI Purchase Order and Tweddle Litho's Invoice in amount of $14,476.60 are enclosed.

These catalogs were shipped in May 1988. The Tweddle Litho Invoice was dated June 16, 1988. The Invoice is now over four months old. Many Printers will not even bid on our catalogs because of the need to collect from 30 or more consignees. We would most appreciate your help in having our Printer paid for these catalogs.

Thank you.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

EWD/dr
Enc.

Copy:
Brake Systems, Inc.
Attn.: Accounts Payable

MIDLAND
HEAVY DUTY SYSTEMS

MIDLAND HEAVY DUTY SYS
490 South Chestnut Street, Owos
800-643-2374, In MI 800-525-75

Mr. Drislane
Friction Materials Standards Institute
E-210 Route 4
Paramus, New Jersey 07652

Dear Mr. Drislane,

Regarding our phone conversation on the 1988 Automotive Data Book printi
Midland Brake would like to order 200 of the 1988 issue. I will send tc
your attention Purchase order #59140 for 200 books at a cost of $1.16 ea

Please confirm availability and delivery date.

Thank you.

Sally Wildermuth
Supervisor, Marketing Services

/ww

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

May 6, 1988

Ms. Sally Wildermuth
Midland Heavy Duty Systems
490 South Chestnut St.
Owosso, MI 48867

Dear Ms. Wildermuth:

This is to reply to your recent letter on availability and delivery date for 200 copies of our 1988 Automotive Data Book.

This book has just been printed. There are 200 copies (and more) in our overrun. They are available, and will be shipped to you upon receipt of your Purchase Order or shipping instructions. They will be shipped from the greater Detroit area.

Please send us your Purchase Order or specific shipping instructions.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

May 13, 1988

Mr. R. J. Bracali
Tweddle Litho Company
24000 Harper Avenue
St. Clair Shores, MI 48080

Dear Ron:

Please make the following shipment from your stock of the recently printed 1988 Automotive Data Book:

Ship 200 copies to: Midland Brake Inc.
490 S. Chestnut Street
Owosso, MI 48867

Ship by UPS prepaid

Mark shipment papers and cartons P.O. 59140

When shipment is made, please advise date of shipment and UPS charges.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

10 @ 3.87 ea

5 - 5/17
5 - 6/8

(4)

Brake Systems

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

September 12, 1988

Midland Heavy Duty Systems
490 South Chestnut St.
Owosso, MI 48867

Attention: Accounts Payable

Gentlemen:

On June 23, 1988 we sent our Invoice No. 5439 (copy attached) billing you for 200 copies of our 1988 Automotive Data Book.

Our Printer, Tweddle Litho Company sent these catalogs to you by United Parcel Service (5 cartons, 40 copies each carton) on May 17, 1988. That shipment is almost 4 months old. Our invoice is over 2 months old.

We would most appreciate payment of this invoice.

Thank you.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

Rec'd 9/12/88

E. W. Drislane
Executive Director

Copy: Ms. Sally Wildermuth
Marketing Services - Midland

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

June 23, 1988

Ms. Sally Wildermuth
Midland Hdavy Duty Systems
490 South Chestnut St.
Owosso, MI 48867

Dear Ms. Wildermuth:

We had earlier correspondence on your purchase of 200 copies of the 1988 Automotive Data Book. Your Purchase Order 59140 covered this purchase.

As we had to await the data on shipping date and UPS charges on this order, we have just billed Midland for these catalogs. However, in going over the shipments with the printer, it develops that a duplicate shipment was made. The original shipment was made on May 17 (5 cartons, each containing 40 copies). The duplicate shipment was then made on June 8.

As Midland should now have 400 copies on hand, I'm asking your help in our retrieving these 200 copies. Could you ask your shipping department to send 5 cartons (each containing 40 copies) by UPS Prepaid to:

Tweddle Litho Company
24000 Harper Avenue
St. Clair Shores, MI 48080
Attn.: Mr. Ron Bracali

When you have made this shipment to our printers, please advise the UPS charges and we will reimburse Midland accordingly. Thank you.

If there is a problem with this, please let me know.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

MIDLAND ™

MIDLAND BRAKE, INC.
490 S. CHESTNUT ST.
OWOSSO, MI 48867

In connection with the performance of work under this Purchase Order, the Equal Opportunity Clauses as set forth in Section 202 of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, are incorporated by reference.

PURCHASE ORDER/ REQUISITION

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE THEREOF

DATE REQUIRED AT OUR PLANT	ACCOUNT NUMBER	DELIVER TO	No. 59140
	6951-0822 50% 6951-0872 50%	Sally Wildermuth	
SHIP VIA	F.O.B.	PAYMENT TERMS	PURHCASE ORDER/REQUISITON DATE
			4/25/88

VENDOR

Friction Materials Standards Institute
E-210 Route 4
Paramus, NJ 07652
Attention: Mr. Drislane

- ☐ NON TAXABLE INDUSTRIAL PROCESSING
- ☐ NON-CONFIRMING
- ☐ CONFIRMING
- ☐ TAXABLE

200	1988 Automotive Data Book	$1.16 ea.		
	TOTAL			$232.00

IMPORTANT

1. WE RESERVE THE RIGHT TO CANCEL THIS ORDER FOR FAILURE TO COMPLY WITH ALL PROVISIONS OF THIS ORDER.
2. THIS COMPANY IS NOT RESPONSIBLE FOR ANY MATERIAL FURNISHED WITHOUT PRIOR AUTHORIZATION FROM THE PURCHASING DEPARTMENT.
3. ALL PACKAGES, PACKING SLIPS, BILLS OF LADING AS WELL AS INVOICES, MUST BE PLAINLY MARKED WITH OUR ORDER NUMBER AND THE LATEST BLUE PRINT CHANGES.
4. SEND INVOICES, PACKING SLIPS, SHIPPING NOTICES AND BILLS OF LADING IN TRIPLICATE.
5. ON DROP SHIPMENTS, A COPY OF THE PACKING SLIP MUST BE MAILED TO THIS PLANT.

MIDLAND BRAKE, INC.

BUYER AUTHORIZED SIGNATURE William T. Raymond

YOUR INVOICE MUST CARRY THE CERTIFICATE AND WARRANTY THAT THE GOODS OR MATERIALS COVERED BY YOUR INVOICE WERE NOT PRODUCED IN VIOLATION OF THE FAIR LABOR STANDARDS ACT OF 1938, OR ANY REGULATION OR ORDER ISSUED THEREUNDER. INVOICES NOT CARRYING THIS CERTIFICATE OR WARRANTY CANNOT BE PROCESSED FOR PAYMENT.

L 90037 REV 10-86

VENDOR

FMSI 12990

INVOICE

FRICTION MATERIALS STANDARDS INSTITUTE

[redacted]

SOLD TO

[redacted]

SHIPPED TO

[redacted]

[redacted]						
[redacted]						
200	[redacted]					
	[redacted]					
	[redacted]					
	[redacted]					
	Shipment of 5 cartons, 40 caliper disk mold on [redacted]					

Item # NV-R75 ©Wheeler Group Inc.

THANK YOU

FMSI 12991

TERMS AND CONDITIONS

1. ACCEPTANCE

This Purchase Order constitutes an offer which can be accepted only by Seller's acknowledgment of this Purchase Order or by Seller commencing performance. Seller may accept this offer by returning the acknowledgment copy (or commencing work or processing) within ten (10) days after receipt of this Purchase Order, by shipping any of the products or performing any of the services ordered, or by Seller's acknowledgment. Any acknowledgment is expressly limited to and No additional or different terms in any acknowledgment which conflict with or are additional to the terms and conditions of this Purchase Order shall be binding upon Buyer unless Buyer specifically agrees to them in writing. When accepted, this Purchase Order shall be the sole and entire contract.

2. PRICES AND EXTRA CHARGES

Seller's prices shall not be (i) higher than the prices stated on the Purchase Order, and (ii) shall be lower if Seller's prices for products or services of like grade and quality are lower than the Purchase Order prices. Seller's prices, where no prices are stated, shall be (i) Seller's lowest prices for products or services of like grade and quantity, or (ii) the fair market prices of the products or services whichever are lower. In all events, Buyer shall receive the benefit of all price reductions by Seller. Buyer shall not be liable for any extra charges including but not limited to charges for drayage, freight, packing, storage, taxes, tooling or tool maintenance unless specifically agreed to in writing.

3. QUANTITIES

Unless otherwise agreed to in writing, the obligation of Buyer is limited to the specific quantities set forth in the Purchase Order. Seller warrants that all markings of weight or measurement shall be true and correct.

4. SPECIFICATIONS

Specifications describe the products or services to be furnished including but not limited to descriptions of the dimensions, finish, functional characteristics, general quality, materials, manufacturing methods, quality control procedures and tolerances of the products or services covered by this Purchase Order. Specifications are furnished in various forms including but not limited to blueprints, catalogs, designs, drawings, engineering instructions, quality control procedures and written specifications. If any specification or instruction, in whatever form, supplied by Buyer appears to be in conflict with another specification or instruction or is insufficient or unclear, it shall be the duty of Seller to request clarification from Buyer. Buyer shall be the final judge of whether the products or services are nonconforming under the specifications and under this Purchase Order.

5. DELIVERY

Time is of the essence of this Purchase Order. Products shall be delivered and services provided in accordance with the shipping and delivery instructions provided by Buyer. Unless otherwise specified, all products shall be tendered in a single delivery. Seller shall immediately notify Buyer whenever Seller has reason to believe that any scheduled delivery will be late.

6. INSPECTION

Seller shall employ adequate quality control procedures and comply with the quality control procedures provided by Buyer. Buyer shall have the right to inspect and test all products and services and reject or revoke acceptance of nonconforming products and services either before shipment, upon delivery, or at any time after delivery. Buyer's right of inspection and revocation of acceptance shall survive the acceptance of and the payment for the products or services and shall survive any resale by Buyer. Seller shall be responsible for all rework charges relating to defective material including defective material shipped to Buyer's customers.

7. BILLING AND PAYMENT

Invoices and shipping documents shall be mailed postage prepaid to the address shown on the face of the Purchase Order. The Purchase Order number, part number and quantity must appear on all shipping documents, invoices and correspondence. All products delivered after the 25th of the month shall be billed as of the first of the following month. The payment date and discount period will be calculated from the date the invoice is received by Buyer or the goods are received by Buyer, whichever is later; provided, however, that the payment date and discount period shall be calculated from the scheduled date of delivery if the deliveries and invoicing are made ahead of schedule. Progress payments for construction work are subject to a 10% retention until final acceptance of the construction work by Buyer. No payments for construction work shall be made or due without releases of mechanic's lien from all contractors, subcontractors and materialmen.

8. RETURNS

Buyer shall have the right to return at Seller's expense any part or all of the nonconforming products. Buyer shall have the right to return at the expense of Seller any part or all of the conforming products if quantities tendered or delivered are different than the quantities specified on the Purchase Order or the products are not tendered or delivered as scheduled.

9. RISK OF LOSS

The risk of loss for conforming goods shall be on Seller until the products are delivered to the destination specified in the Purchase Order regardless of whether Buyer or Seller is paying for the freight provided, however, that Buyer shall assume the risk of loss for products while being transported on Buyer's vehicles. The risk of loss for nonconforming products shall be on Seller at all times.

10. TOOLING, MATERIALS AND DOCUMENTS

All tooling (including but not limited to dies, fixtures, gauges, patterns and tools), all written materials (including but not limited to blueprints, drawings and specifications) or other tangible items furnished by Buyer or paid for by Buyer either as a separate item or as part of the unit price shall be and remain the property of Buyer and will be delivered to Buyer at its request in good condition, ordinary wear and tear excepted. Seller shall be responsible for tool maintenance and shall not use Buyer's tooling, material or documents to make products for anyone else. Risk of loss shall be Seller's. To protect Buyer's interest, Seller authorizes Buyer to sign and file a UCC-1 Financing Statement covering the foregoing described property of Buyer.

11. CHANGES

Buyer may at any time make changes in the drawings, specifications or approved samples of any products or services covered by this Purchase Order. If such changes result in an increase or decrease in the marginal costs of Seller, then an equitable adjustment shall be made in the price or prices and this Purchase Order shall be modified accordingly. Buyer may at any time extend delivery dates due to Force Majeure (as defined in Section 12) or for reasonable periods of time in the absence of Force Majeure without incurring any additional costs or expenses.

12. CANCELLATION

Buyer may cancel this Purchase Order for cause, in whole or in part, without any obligation or liability on the part of Buyer. Cause includes, without limitation, (i) Seller's breach of any provisions to this Purchase Order including, without limitation, the failure to deliver on time, delivery of nonconforming products or services or the breach by Seller of any warranties; (ii) Seller's insolvency or bankruptcy, or (iii) any cause or condition beyond Buyer's control including, without limitation, acts of God, the public enemy, accidents, explosions, fires, other casualties, wars, riots, embargoes, epidemics, shortages, unusually severe weather, governmental action, transportation difficulties, strikes, lockouts, other labor difficulties, the inability to obtain necessary materials and the failure of Buyer's suppliers to deliver or perform ("Force Majeure").

13. TERMINATION

Buyer may terminate this Purchase Order in whole or in part without cause. In the case of special order products and services made and provided primarily in accordance with the specifications of Buyer, Buyer shall be liable only for marginal or variable costs and expenses (excluding, without limitation, any liability for fixed or period costs, selling, general or administrative expenses, interest or profits) incurred by Seller on or prior to the date of termination, less any credit for direct materials or tooling reusable by Seller and less the fair market or salvage value of any raw materials, work in process or finished goods inventory which cannot be reused by Seller. In the case of all other products or services including but not limited to those products or services where Buyer's specifications are secondary or incidental, then Buyer shall be liable for the Purchase Order price only for products delivered or services provided prior to the date of termination.

14. SELLER'S EXCLUSIVE AND SOLE REMEDY

Notwithstanding any breach of this Purchase Order by Buyer, it is expressly agreed that Seller's remedy and the liability of Buyer (whether for special order products and services or all other products and services) as set forth in Section 13 represents the exclusive and sole remedy of Seller under this Purchase Order.

15. MODIFICATION, RESCISSION AND WAIVER

This Purchase Order is intended by the parties hereto as the final expression of their agreement and it is the complete and exclusive statement of the terms and conditions thereof. No modification or rescission of this Purchase Order by Buyer or any waiver of rights under this Purchase Order by Buyer shall be binding upon Buyer unless it is in writing and signed by Buyer.

16. WARRANTIES

Seller represents and warrants that Seller has special skills and that Buyer is relying on the skill and judgment of Seller to select and furnish suitable products or services. All written or oral statements of Seller as to functions, quality, suitability and use of the products or services are warranties of Seller. Seller represents and warrants that all products (including packaging) and services (including construction work) provided under this Purchase Order shall: (i) fully and strictly conform to the specifications, (ii) be free of defects, (iii) be of good material and workmanship; and (iv) are merchantable and fit for the general and particular purposes for which they are required. If any products or services are nonconforming, Seller shall, if Buyer requests, promptly and without charge, repair or replace the products or provide replacement services. Seller shall be liable for all direct, incidental and consequential damages resulting from nonconforming products or services, or breach of any other warranties or provisions of this Purchase Order.

17. PATENTS AND OTHER INTANGIBLE RIGHTS

Seller represents and warrants that the products or services provided under this Purchase Order do not infringe, or contribute to or induce infringement, of any United States or foreign letters patent, trademarks, or copyrights and do not breach any employment agreements, restrictive covenants, or contracts or infringe any other intangible rights.

18. COMPLIANCE WITH LAWS

Seller represents and warrants that all products or services to be provided under this Purchase Order shall strictly comply with all Federal, state, local and, where applicable, foreign laws, regulations, rules and ordinances including but not limited to the Fair Labor Standards Act of 1938 as amended, the Flammable Fabrics Act as amended, the Federal Hazardous Substances Act as amended, the Consumer Products Safety Act, the Textile Fiber Identification Act, the Occupational Safety and Health Act of 1970 as amended, the Civil Rights Acts, Executive Orders 11246 and 11375 of the President of the United States as amended, and the rules and regulations pursuant thereto, all Federal and state environmental protection acts, the Motor Vehicle Safety Act and the Toxic Substances Control Act.

19. WAIVER AND INDEMNITY

Seller, its agents, contractors and employees waive any and all claims against Buyer for personal injuries or property damages arising out of or related to providing the products or services (including construction work) under this Purchase Order. Seller shall indemnify, defend, protect and hold harmless Buyer from any and all actions, claims, costs, expenses, fees (including reasonable attorney's fees), investigations, liabilities, losses or suits arising out of or related to the products or services provided under this Purchase Order including but not limited to those which (i) involve any actual or alleged injuries or death to any person or property damage, resulting in whole or part from defective or allegedly defective products or services provided hereunder; (ii) involve actual or alleged infringement of any United States or foreign letters patent, trademarks, copyrights, or other intangible rights by reason of the use or sale of any products or services provided hereunder; (iii) involve actual or alleged violation of any law, regulation, rule or ordinance relating to the use or sale of any products or services provided hereunder; or (iv) involve claims of Seller, its agents, contractors and employees relating to personal injuries or property damages sustained in providing the products or services (including construction work) under this Purchase Order.

20. INSURANCE

Seller agrees to obtain and maintain policies of insurance including but not limited to policies providing public liability, product liability with a broad form vendor's endorsement naming Buyer, automobile liability and workmen's compensation coverage in such amounts, with such companies and containing such other provisions which shall be satisfactory to Buyer relating to the products or services covered by this Purchase Order. Seller shall provide Buyer with certificates of insurance and all such policies and certificates shall provide that the coverage provided by such policies shall not be terminated or cancelled without at least ten (10) days prior written notice to Buyer.

21. COST OF LITIGATION AND INTEREST

If Buyer prevails in any litigation involving this Purchase Order, Seller agrees to pay all costs of Buyer in connection with such litigation including, without limitation, reasonable attorneys fees plus interest at the rate of 1½% per month, or the highest rate allowed by law, whichever is lower, on all amounts due or payable by Seller to Buyer from the date Buyer notifies Seller that Seller has breached this Purchase Order or the date such amounts become due or payable to Buyer, whichever is first.

22. RECORDS

Seller shall grant access to Buyer for the purpose of copying during business hours all records of Seller relating to the products or services to be provided under this Purchase Order.

23. TRADE SECRETS AND CONFIDENTIAL INFORMATION

Seller shall not disclose or use except to the extent required to fulfill this Purchase Order any confidential matters or trade secrets of Buyer.

24. ASSIGNMENT

This Purchase Order may not be assigned in whole or in part by Seller without the express written consent of Buyer. Seller shall not issue any press releases or originate any publicity in any form regarding this Purchase Order without the prior written consent of Buyer.

25. GOVERNING LAW

This Purchase Order including the provisions relating to the providing of services shall be governed by the Uniform Commercial Code of the State of Connecticut and such other laws of the State of Connecticut that may be applicable to this Purchase Order.

26. ERRORS AND OMISSIONS

Errors or omissions, including but not limited to stenographic and clerical errors, are subject to correction at any time.

27. RIGHTS AND REMEDIES OF BUYER

All rights and remedies of Buyer set forth in this Purchase Order shall be in addition to and not in lieu of any rights or remedies provided by law and all rights and remedies of whatever nature shall be cumulative and the past waiver of or failure to enforce any right or remedy shall not constitute the waiver of that or any other right or remedy.

REVISED NOVEMBER 1985

FMSI 12992

INVOICE

FRICTION MATERIALS STANDARDS INSTITUTE

P.O. BOX 4 • PARAMUS, NEW JERSEY 07652 • PHONE (201) 843-0440

SOLD TO

Mr. Kenneth G. Klatt
Prattville Mfg., Inc.
1085 Selma Highway
Prattville, Al. 36067

SHIPPED TO

Same

DATE						
09-28-88	09-28-88	1st Class	Letter - 9/15 K. Klatt	Payment	Net	006521

QUANTITY	DESCRIPTION	UNIT	AMOUNT
47 Prints	FMSI Drawings as per attached packing list:	$1.00/ea.	$47.00

Item # NV-R75 ©Wheeler Group Inc.

THANK YOU

PMI

HEAVY DUTY BRAKES

September 16, 1988

Mr. Ed Drisbane
Friction Materials Standards Institute
E-210, Route 4
Paramus, New Jersey 07652

Dear Mr. Drisbane:

Please forward drawings of the listed part numbers that I have attached to me at:

Prattville Manufacturing, Inc.
1085 Selma Highway
Prattville, Alabama 36067

If there are any charges associated with the drawings, please bill them to the same address.

Sincerely,

Kenneth G. Klatt
Division Manager

KGK:dh

Attachment

PMI
HEAVY DUTY BRAKES

Part Numbers

0659B	1317D
1193D	1345A
1233D	1345D
1234D	2032D
1236D	2033D
1245A	2039D
1245C	2041D
1252D	2042AT
1254D	2042D
1255D	2079D
1276D	2085D
1278D	2086D
1279D	2095D
1280B	2137D
* 1280C	2157D
1280D	4561B
1290D	4561D
1294A	4562A
1294D	4596D
1302D	4597D
1303D	4639D
1307D	4640D
1308A	4646D
1308D	4647D

for Total

* Don't have C.

Phone Call from Jim Bennett 1-20-87:

Friction Materials, Inc. (Lawrence, MA)(=FMI) is operating as a separate entity, at least until now. Carmen Matti of FMSI reports to John Geffen, of Grey-Rock-Lipe, the Heavy Duty end of the Echlin Brake.

There was a heavy duty section to P.T. which is now FMI. Auto Friction was the light duty. This became the Hugo Schwarz unit (Interfriction?). This will be separate. Auto Friction made both disc pads and drum linings.

He states there is the possibility that FMI will be closed and its equipment and some personnel transferred to other operating units.

He will give me more information as it becomes available.

Phone Call from Jim Bennett 3/4/87:

For all practical purposes, Friction Materials, Inc. (FMI) has ceased to exist. Mr. Carmen Matti reports to Heavy Duty.

Disc pads are under Brake Systems Inc. (BSI). Steve Doyle is out.

Heavy Duty will be Prattville, Peterborough, Itapsa
Light Duty will be Distex, Stratford, Belmar (ODP)

Phone Conversation with Nancy Donahue on 3/6/87:

Steve Doyle is still at FMI. Carmen Matti of Echlin is no longer at Lawrence.

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

July 6, 1988

Mr. Larry Pavey
Brake Systems Inc. (Raybestos)
11045 Gage Avenue
Franklin Park, IL 60131

Dear Larry:

This is with regards to the Institute's Historical Sales Reporting program, on which I had written earlier.

We are now going after the sales of pieces sold in four friction materials classifications: Drum linings, Disc linings, Brake Blocks and Clutch Facings. As I noted earlier, Brake Systems Inc. and Raybestos before that participated in this reporting program, but discontinued reporting in 1987. We're again inviting your participation in the program, and will send the request for the 6 months figures to Mr. Delvy's attention.

If you will participate, please reply on the form that Mr. Delvy will be sent by the Accountants. If you need further information, please give me a call. If you will not be participating, there is no need for action on your part.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

Copy: Mr. Don Delvy

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

May 19, 1988

Mr. Don Delvy
Brake Systems Inc. (Raybestos)
11045 Gage Avenue
Franklin Park, IL 60131

Dear Don:

While I had your name as the BSI representative to get the mailing for our historical sales program, I had earlier explained it in a letter to Mr. Larry Pavey. As noted in that letter, Brake Systems Inc. and Raybestos before that had participated in this program. The members report "pieces"of disc linings, drum linings and brake blocks to our Accountants who then summarize the totals from all reporting members and send the data back to them. In my letter to Mr. Pavey (copy enclosed) I had solicited BSI's participation.

The request for data was sent earlier by the Accountants. I'm enclosing a copy of our BULLETIN NO. 918 announcing the program for the first quarter of 1988 as well as a copy of the request for data on the form prepared by the Accountants.

If you will be participating, please have your data into the Accountants no later than June 3, 1988. If you will not be reporting, no reply is required. If not reporting for this first quarter, you will not be asked again in the ensuing quarters.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

Brake Dept. - Dur

INTEROFFICE CORRESPONDENCE

4/4/88

LOCATION DEPARTMENT

To E. Drislane - FMSI

Dear Ed
Please See Below New Address
& Phone That Will Be Effective
As of May 2, 1988

Gil Laycock

Gil Laycock

INTEROFFICE CORRESPONDENCE

STRATFORD OPERATIONS

LOCATION DEPARTMENT

TO: All People Relocating To Cheshire

DATE: 3-30-88

FROM: D. J. O'Hare

MEMO: DOH 9-88

SUBJECT: New Address and Telephone Number
In Cheshire

Please be advised that effective May 2, 1988 the new address and telephone number for those being relocated to Cheshire as part of the friction materials headquarters group is as follows:

BSI - Department 44
5 McKee Place
Cheshire CT 06410
(203) 271-1794.

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

March 1, 1988

Mr. Larry Pavey
Brake Systems Inc. (Raybestos)
11045 Gage Avenue
Franklin Park, IL 60131

Dear Larry:

This is to acknowledge LeRoy Handsel's letter of March 24 advising that you and Don Delvy are the new Delegate and Alternate for Brake Systems Inc. We are changing our records accordingly.

At this time I would like to call two items to your attention.

1988 Automotive Data Book

This is the green cover book that is published every other year. It is now at the printer's and we are soliciting orders for the catalog. I am enclosing a copy of the Brake Systems Inc. order for the 1986 Catalog as well as our BULLETIN NO. 911.

If Brake Systems Inc. will be ordering, we'd appreciate your order by March 15.

Historical Sales Reporting

This is a program in which members report pieces sold of the various friction material classifications: drum linings, disc pads, blocks and clutch facings. Brake Systems Inc. and Raybestos before that used to participate in this program, but ceased participation in the 1987 calendar year. If you would wish to again participate in this program please let me know, and I will send you additional information. A copy of my report to the Membership on the 1986 program is attached as background information.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

COPY

E. W. Drislane
Executive Director

Copies: Tartaglione
Delvy
Laycock

Raybestos
The best in brakes

11045 Gage Avenue, Franklin Park, IL 60131-1476
Telephone (312) 455-2662

February 24, 1988

Edward W. Drislane - Secretary
FRICTION MATERIALS STANDARDS INSTITUE, INC.
E-210 Route 4
Paramus, NJ 07652

SUBJECT: Brake Systems Inc. (Raybestos)
11045 Gage Avenue
Franklin Park, IL 60131
(312) 455-2662

Dear Ed:

Please change our membership listing to the following:

Larry Pavey - Delegate

Don Delvy - Alternate

Operations will cease in Stratford, CT, as of March 1st. Headquarters are in Franklin Park and manufacturing has been divided between several locations.

Thank you for making these changes in your records.

Sincerely,

LeRoy Handsel

LeRoy Handsel
Manager Special Markets

LH/mks

cc: L. Pavey
J. Tartaglione
D. Delvy
C, Laycook

BRAKE SYSTEMS INC.

Telephone call from Betty Sikierski on 10-23-87.

Stratford is closing down. She will be out. Doesn't know about Gil Laycock.

She wanted to have Accel, a division of Echlin, get membership information. Contact:

Mike Benedetto
Accel
Division of Echlin
P.O. Box 142
Route 139
Branford, CT 06405

203-481-5777

Prattville will manufacture the heavy disc pads.
Otherswill manufacture the rest of the Raybestos line.

Marketing will be out of Franklin Park, IL

Added to SHOE BULLETIN List, and Active Member Lists A, D

OCT 27 1987

Prattville Mfg. Inc.
Division of Echlin
1085 Selma Highway
Prattville, AL 36067

Kathleen Harker

BRAKE SYSTEMS INC.

Telephone call from Betty Sikierski on 10-23-87.

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Mike Benedetto
Accel
Division of Echlin
P.O. Box 142
Route 139
Branford, CT 06405

203-481-5777

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Otherswill manufacture the rest of the Raybestos line.

Marketing will be out of Franklin Park, IL

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

July 22, 1987

Mr. R. J. Bracali
Tweddle Litho Company
24000 Harper Avenue
St. Clair Shores, MI 48080

Dear Ron:

Would you please make the following shipment from our inventory of the 1987 Supplements:

1 carton (200 copies) to:

Cedar Industries
Delavan Center
501 West Fayette Street
Syracuse, NY 13204

Mark: Lipe P.O. D6047

Please ship by United Parcel Service, prepaid. When shipment is made, please advise shipping date, UPS charges, and then bill us for the UPS.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

INVOICE

FRICTION MATERIALS STANDARDS INSTITUTE

EAST 210 ROUTE 4 • PARAMUS, NEW JERSEY 07652 • PHONE (201) 845-0440

SOLD TO

Lipe Corporation
806 Emerson Ave.
Syracuse, NY 13204

SHIPPED TO

Cedar Insutries
Delavan Center
501 West Fayette St.
Syracuse, NY 13204

DATE	DATE SHIPPED	SHIPPED VIA	YOUR ORDER NO.	F.O.B.	TERMS	INVOICE NO.
07-22-87	07-22-87	Parcel Post	PO D6047	Paramus	Net	0001101

QUANTITY	DESCRIPTION	PRICE	AMOUNT
30	1986 Automotive Data Books (861)		
	PACKING LIST ONLY		
	Partial Shipment - balance of order will be shipped from St. Clair Shores, Michigan		

ITEM #NVR73 © WHEELER GROUP INC

ORIGINAL

861 150 ea
-71 265 ea

J.DY LIPE 9/22

(G)

FMSI 13007

PURCHASE ORDER

D 6047

LIPE CORPORATION
806 Emerson Avenue
P.O. Box 4825
Syracuse, NY 13221

TELEPHONE
800-448-5941
315-488-5411
TELEX 937-346

TO

FMSI
East 210 Rt. 4
Paramus, NJ 07652

SHIP TO

Cedar Industries
c/o Delevan Warehouse
501 W. Fayette St.
Syracuse, NY 13204

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

DELIVERY	SHIP VIA	TERMS:	DATE
	REQ. NO. 1446	ACCT. NO. 8/60/19/01-8500	7-24-87

ITEM	QUANTITY	PART NUMBER		PRICE
1.	30		#861 FMSI Catalog	$1.50/ea.
2.	200		#871 FMSI Cat. Supplement	.265/ea.
			Confirming	

All Production and/or sample materials or service shall be processed in accordance with Lipe Corporation Products R & QAP No. 2-13.

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE

INVOICE IN DUPLICATE

LIPE PART NO. OR CODE NO. MUST APPEAR ON INVOICES AND PACKING SLIPS.

G

LIPE CORPORATION
JACK WHALEN
PURCHASING AGENT
PER

FMSI 13008

LIPE CORPORATION

1A. Proper invoices, in duplicate, packing lists describing the material and quantity thereof, and the original Bill of Lading or an express receipt showing full routing shall accompany each shipment made pursuant to this Purchase Order.

B. Lipe Corporation Purchase Order Number, part number and code number are to appear on all invoices, packages, shipping papers, packing lists and statements.

C. If two or more containers are required to ship materials for this Purchase Order, the packing lists and invoice, in duplicate, will be placed in or on container marked No. 1. When material is invoiced by Seller but shipped by another concern the invoice shall bear the name of the shipper and the point from which shipment originated and such other identification as shall permit prompt identification upon receipt.

D. Full invoiced value must be declared at time of shipment for protection against loss or damage and Seller shall be liable to Buyer for any and all loss or damage sustained by Buyer by reason of Seller's failure to so declare the full invoiced value.

2. Seller warrants that all items delivered hereunder will be free from defects in material and workmanship, that all items will conform to applicable descriptions, specifications and drawings, that they will be fit and sufficient for the purpose intended, that they will be merchantable, and, to the extent such items are not manufactured pursuant to Buyer's designs supplied by Buyer, that they will be free from defects in design.

3A. The following materials or articles and their replacements are the property of Buyer and Seller shall be liable for loss, destruction or damage thereto (reasonable wear and tear excepted) while such materials or articles are in its possession or control: all special tools, dies, patterns, jigs, fixtures or other materials supplied by Buyer or manufactured or otherwise acquired by Seller and specifically charged to Buyer in all drawings, specifications or other materials or articles furnished by Buyer without charge to Seller to enable or assist Seller in the performance of filling this order.

B. Upon completion of this order, Seller shall forward a list of all such articles and materials to Buyer and shall request instructions from Buyer regarding disposition. Under no circumstances shall Seller return such articles and materials without written instructions from Buyer. They shall be kept in good condition and as required or found necessary, replaced by Seller without cost or expense to Buyer, except that charges due to Buyer's change of design or specifications shall be paid for by Buyer.

C. Buyer does not warrant the accuracy of tools, fixtures and materials which it furnishes.

D. No tools, dies, patterns or drawings supplied to Seller or used by Seller in the manufacture of products described on the face hereof, the cost of which is charged or chargeable to Buyer, shall be used by Seller in the production, manufacture or design of any other articles except with the express consent in writing of Buyer.

E. Where the manufacture of products described on the face side hereof is made pursuant to Buyer's parts, designs, etc. furnished by Buyer, the design shall be considered as ours and we are not to furnish anyone else the same article or parts thereof without Buyer's written permission.

4. With respect to all items delivered under this Purchase Order, except items manufactured pursuant to detailed design developed and furnished by Buyer, Seller shall save Buyer, Buyer's agents and customers and the users of Buyer's products harmless from all loss, damage, expense and liability including legal expense which may be incurred on account of infringement direct or contributory or alleged direct or contributory infringement of any patent arising out of the manufacture, sale or use of such items by Buyer, Buyer's agents or customers or users of Buyer's products and Seller shall at its own cost and expense defend in its own name or in Buyer's name all claims, suits, actions and/or controversies, whether groundless or otherwise, against Buyer, Buyer's agents and/or customers or users of Buyer's products provided Seller is duly notified of such claims, suits, actions and/or controversies.

5. Acknowledgment of this order shall be made in writing by return mail stating definitely when shipment will be made.

6. This order shall be filled by Seller at prices last quoted to Buyer or better.

7. No charge shall be made by Seller for packing or cartage unless so stated on this order.

8. Payment for material under this Purchase Order shall not constitute acceptance and all material furnished must be as specified in this Purchase Order and will be subject to Buyer's inspection and approval after delivery. The right is reserved to Buyer to reject and return at the risk and expense of Seller, all or any portion of the articles and materials covered by this Purchase Order which in Buyer's opinion, are defective or not in accordance with specifications, without invalidating the remainder of this order. Buyer reserves the right to inspect the materials and articles on a sampling basis and to base acceptability upon the outcome of the sampling inspection. In any such inspections, Buyer's opinion and ruling will be final. The materials and articles ordered hereunder are purchased with Seller's inspection prior to shipment implicit as an element of the purchase price.

9. The quantity specified on this order shall not be changed by Seller without Buyer's written consent.

10. Acceptance of this order by Seller shall constitute a binding contract between the parties upon the terms and conditions set forth on this Purchase Order. Only the terms herein set forth shall constitute an Agreement between the parties, no qualifications or additional terms proposed by Seller in acknowledging this order or otherwise shall be binding on Buyer nor become part of this Purchase Order unless accepted by Buyer in writing. Written acceptance, commencement of performance by Seller of this Purchase Order and/or any other manner or means by which Seller acknowledges acceptance constitutes acceptance by Seller upon all terms and conditions set forth herein. This Agreement may be changed or modified only by written instrument signed by Buyer's duly authorized representative.

11. Buyer may at any time by written notice make changes in this order as to drawings, designs, specifications and/or shipping instructions. If any such change causes an increase or decrease in the cost of or the time required for performance of this order, an equitable adjustment shall be made in the price and/or delivery schedule. Any claim for adjustment by Seller must be made within thirty (30) days from the date of receipt of the change by Seller or within such additional period of time as Buyer and Seller may agree upon.

12. No assignment of this order or any rights due or to become due hereunder shall be binding upon Buyer without Buyer's written consent. Seller agrees not to enter into a sub contract or purchase order for the procurement of any items covered by this order in completed or substantially completed form without first securing the written approval of Buyer as to source.

13. Time is of the essence. Buyer reserves the right to cancel this order or any portion hereof without liability to Seller if delivery is not made within time as specified, irrespective of cause of delay. Cancellation shall be by written notice to the Seller. No material may be shipped more than five (5) working days prior to Buyer's specified date.

14. All materials and articles supplied by Seller to Buyer pursuant to this Purchase Order shall be manufactured in compliance with all applicable federal, state and other laws, regulations, ordinances, proclamations and similar edicts. Invoices covering all material and articles furnished pursuant to this Purchase Order must have a declaration thereon that said materials and/or articles were manufactured in compliance with all applicable provisions of the Fair Labor Standards Act, as amended, including, but without limitation, Chapters 5, 7, 8, 12, 14 and the regulations and orders of the United States Department of Labor issued pursuant thereto.

15. On Buyer's written request the Seller shall suspend work on this Purchase Order, the purchase of materials and deliveries for a reasonable period of time, depending upon the circumstances requiring suspension.

16. If correct invoice(s) do not reach Buyer within three (3) days from invoice date, payment deadlines and discount periods will be extended by Seller and said periods will be calculated from the date of receipt of the correct invoice.

17. All sales, use and other federal, state and/or local taxes shall be shown separately on Seller's invoice(s).

18. Except as provided in Section 13 above, Buyer may terminate and/or cancel this order in whole or in part by written or telegraphic notice at any time and any claim for damages, loss, etc. arising out of such termination shall be limited solely to Seller's cost and commitments properly incurred or made prior thereto with due allowance for salvage value.

19. If any work under this Purchase Order is to be performed on Buyer's premises, Seller agrees to indemnify Buyer and others against damages, claims and expenses arising out of such work and prior to commencement of such work Seller shall furnish Buyer satisfactory evidence that Seller and/or its subcontractors, agents and/or assigns have adequate Public Liability, Property Damage and Workmen's Compensation Insurance.

20. The failure of Buyer to insist upon the performance of any of the terms and conditions of this Purchase Order or to exercise any right hereunder shall not be construed as a waiver of future performance of any such term, condition or the future exercise of such right, but rather the obligation of Seller to perform in strict accordance with the terms and conditions hereof shall continue in full force.

21. This Purchase Order shall be construed in accordance with the laws of the State of New York.

22. Buyer offers Equal Employment Opportunity. Buyer adheres to conditions set forth in paragraphs (1) through (7) of the Rules and Regulations of the President's Committee on Equal Rights.

23. The Equal Employment Opportunity Clause in Section 202 of Executive Order No. 11246, as amended, relative to equal employment opportunity and the implementing rules and regulations of the Office of Federal Contract Compliance are incorporated herein by specific reference.

24. Compliance With Government Requirements Concerning Toxic Substances and Hazardous Substances. By acceptance of this purchase order Seller warrants that all items furnished hereunder have been produced, labelled and sold in compliance with all applicable requirements of the United States Toxic Substances Control Act (15 U.S.C., Chapter 53, SS2601 et seq.), the Federal Hazardous Substances Act (15 U.S.C., Chapter 30, SS1261 et seq) and any applicable comparable State act and all applicable rules and regulations adopted pursuant to such statutes, and Seller agrees to defend, indemnify and hold Purchaser harmless against and from any and all claims, losses, damages, costs and expenses resulting from or arising out of any failure by Seller to comply with said Acts and rules or regulations thereunder in the design, production and sale of all items covered by this purchase order.

25. Physical and Chemical Formulation, Dimensions, Tolerances. By acceptance of this purchase order Seller Warrants that all items furnished hereunder have been made of high quality materials and components, properly physically and chemically designed and formulated, and produced with first class workmanship in accordance with standards and practices recognized and generally accepted in the trade for such items and that they shall conform to the dimensions and tolerances specified on the face hereof.

FMSI 13009

INVOICE

FRICTION MATERIALS STANDARDS INSTITUTE

E-310 ROUTE 4 • PARAMUS, NEW JERSEY 07652 • PHONE (201) 845-0440

SOLD TO

Lipe Corporation
806 Emerson Avenue
P.O. Box 4825
Syracuse, NY 13221

SHIPPED TO

Cedar Industries
Attn: Plant Center
501 West Fayette St.
Syracuse, NY 13204

DATE	DATE SHIPPED	SHIPPED VIA	YOUR ORDER NO.	F.O.B.	TERMS	INVOICE NO.
08-10-87	See below	See below	86047	Paramus, Detroit	Net	005201

QUANTITY	DESCRIPTION	PRICE	AMOUNT
30	1986 Automotive Data Books (No. 861)	$1.50	$45.00
200	1987 Supplement to 1986 Automotive Data Book (No. 871)	.265	53.00
	30 #861 U.S. Postal Service Parcel Post from Paramus:		3.91
	200 #871 United Parcel from St.Clair Shores, MI:		7.01
	Total:		$108.92
	Parcel Post from Paramus, NJ 7-22-87		
	UPS from Detroit, MI 7-27-87		
G			

Item # NV-R75 ©Wheeler Group Inc.

Raybestos Products

June 22, 1987

Mr. Ed Drislane
Friction Materials Standards Institute, Inc.
East 210, Route #4
Paramus, New Jersey 07652

ph rec'd 6-26-87

Dear Ed:

Per our discussion, please identify the O.E. manufacturer for the following disc brake assemblies:

Part No.	Vehicle	Year	Location	O.E. Supplier
7157-D248	Audi 5000	Early 81	Front	
7160-D253	Porsche 928	81-82	Front	
7174-D270	Volvo-740	85	Front	
	740 GLE	86	Front	
	760 GLE	83-86	Front	
7190-D287	Porsche 911 Carrera (Exc. Turbo)	84	Front	
7191-D288	Porsche 911 Carrera (Exc. Turbo)	84	Rear	
7201-D298	Mercury Merkur	85-87	Front	
7216-D315	Riviera	86-87	Front	
	Eldorado	86-87	Front	
	Seville	86-87	Front	
	Toronado	86-87	Front	
	Allante	87	Front	
7217-D316	Same as D315		Rear	
7169-D317	Mazda 626	86	Front	
7218-D318	Same as D317		Rear	
7812-D327	Ford Truck CF-6000	86-87	Front	
	& CF-7000	86-87	Front	

Thank you in advance for your assistance.

Sincerely,

Betty Siekierski

Betty Siekierski
Mgr. Customer Service

cc: E.Sassano
/as

BRAKE SYSTEMS, INC., 75 East Main Street, Stratford, Connecticut 06497 (203) 375-3341

Raybestos Products

June 22, 1987

Mr. Ed Drislane
Friction Materials Standards Institute, Inc.
East 210, Route #4
Paramus, New Jersey 07652

Dear Ed:

Per our discussion, please identify the O.E. manufacturer for the following disc brake assemblies:

Part No.	Vehicle	Year	Location	O.E. Supplier
7157-D248	Audi 5000	Early 81	Front	FERODO
7160-D253	Porsche 928	81-82	Front	ENERGIT, JURID
7174-D270	Volvo-740	85	Front	GIRLING ?
	740 GLE	86	Front	
	760 GLE	83-86	Front	
7190-D287	Porsche 911 Carrera (Exc. Turbo)	84	Front	ENERGIT TEXTAR
7191-D288	Porsche 911 Carrera (Exc. Turbo)	84	Rear	
7201-D298	Mercury Merkur	85-87	Front	?
7216-D315	Riviera	86-87	Front	DELCO-MOOG ?
	Eldorado	86-87	Front	
	Seville	86-87	Front	
	Toronado	86-87	Front	
	Allante	87	Front	
7217-D316	Same as D315		Rear	DELCO-MOOG ?
7169-D317	Mazda 626	86	Front	?
7218-D318	Same as D317		Rear	
7812-D327	Ford Truck CF-6000	86-87	Front	RENAULT
	& CF-7000	86-87	Front	

Thank you in advance for your assistance.

Sincerely,

Betty Siekierski

Betty Siekierski
Mgr. Customer Service

cc: E.Sassano
/as

BRAKE SYSTEMS, INC., 75 East Main Street, Stratford, Connecticut 06497 (203) 375-3341

MAY 21 1987

Brake Systems, Inc.

We have been sending technical bulletins to BSI's Cheshire location for their distribution. Sent to Attention of Doreen Denman.

We last billed, attention Doreen Denman, on 12-31-86. As of 5-21-87, we had not been paid.

Called Stratford, on 5-21 and found that Doreen Denman was no longer there. Was advised that Shorty Gaglione (Amadeo Gaglione) was the person to contact. Wrote him - after calling - asking his help in getting our invoice paid.

New address for mailing and billing:

Advertising Department
Brake Systems, Inc.
5 McKee Place
Cheshire Industrial Park
Cheshire, CT 06410

Gaglione phone 203-272-1681

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

May 21, 1987

Mr. A. Gaglione
Brake Systems Inc.
5 McKee Place
Cheshire Industrial Park
Cheshire, CT 06410

Dear Mr. Gaglione:

As I mentioned on the phone today, we have been shipping copies of our technical bulletins to your Cheshire Warehouse, to the attention of Doreen Denman. Per our conversation, future bulletins will be marked for the Advertising Department.

Our problem is that we have not been paid for these buletins. I've enclosed a copy of our Invoice No. 5074 of 12-31-86. Could you please do whatever is necessary to have Franklin Park (or the parties responsible) pay this invoice. Thanks.

Rec'd 6-1-87

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

BWD Automotive Corporation
11045 Gage Avenue, Franklin Park, Illinois 60131

No. 63056

FORM NO. APD 636B

YOUR INVOICE NO.	AMOUNT	DISCOUNT	TOTAL	ACCOUNT NUMBER	AMOUNT
PER ATTACHED	$196.80		$196.80	202-200-FY	196.80

INVOICE 5074

DETACH THIS STATEMENT FROM CHECK AND KEEP SAME FOR YOUR FILES. NO RECEIPT IS REQUIRED FOR THIS REMITTANCE EXCEPT YOUR ENDORSEMENT ON OUR CHECK HERETO ATTACHED. IN CASE OF ERROR IN AMOUNT REMITTED, RETURN ALL ENCLOSURES FOR CORRECTION TO BWD AUTOMOTIVE CORPORATION.

BWD Automotive Corporation
Franklin Park, Illinois 60131

No. 63056

MAY 25 1987

64-124
611

Trust Company Bank
Atlanta, Georgia or
Trust Company Bank
of Cobb County, N.A.

PAY ONE HUNDRED NINETYSIX 80/00********** DOLLARS $********196.80

NOT VALID AFTER 90 DAYS

to the order of FRICTION MATERIAL
E-210 ROUTE 4
PARAMUS NJ 07652

COUNTERSIGNED

⑈063056⑈ ⑆061101249⑆ 8800590229⑈

Rec'd 6/1/87

FMSI 13015

Phone Call from Jim Bennett 1-20-87:

Friction Materials, Inc. (Lawrence, MA)(=FMI) is operating as a separate entity, at least until now. Carmen Matti of FMSI reportes to John Geffen, of Grey-Rock-Lipe, the Heavy Duty end of the Echlin Brake.

There was a heavy duty section to P.T. which is now FMI. Auto Friction was the light duty. This became hhe Hugo Schwarz unit (Interfriction?). This will be separate. Auto Friction made both disc pads and drum linings.

He states there is the possibility that FMI will be closed and its equipment and some personnel transferred to other operating units.

He will give me more information as it becomes available.

Brake Systems, Inc. (per Jim Bennett, 8/19/86)

They will be forming a separate group (Friction Group)
of the following:

Stratford
Distex
R & D
ODP (New Jersey)
Itapsa

8/86:
Brake Systems Inc.
327 Walnut St.
Prattville, AL 36067

Lucy West 205-365-2145
Kathleen Harker
Jim Delair (12/86)

MIDLAND BRAKE DIVISION
ECHLIN CANADA INC.
500 Carlingview Dr.
Rexdale, Ontario
M9W 5H1

(416)675-7800
TELEX
06-989135

1986 10 10

FRICTION MATERIAL STANDARDS
INSTITUTE INC.
East 210 Route 4
Paramus, New Jersey
07652

Attention: Mr. E. Drislane

Dear Ed:

Please forward me copies of the following FMSI drawings:

4676
4677, 4677A, 4677B
4678, 4678A, 4678B
4679, 4679A, 4679B
4680, (2)
4681, 4681A, 4681B
4682, 4682A, 4682B (2)
4683, 4683A, 4683B
4684 (2)
4687, 4687A (2)
4688
4689, 4689A

Thank you.

Sincerely,

George F. Butt
Technical Service Manager

GFB/sdf

Sent 10/21
30 Total

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

October 15, 1986

Mr. Jim Bennett
Brake Systems, Inc.
75 East Main Street
Stratford, CT 06497

Dear Jim:

I'm enclosing a copy of our Invoice 4948 which billed Brake Systems, Inc. for the Membership Fee for the period July 1 - December 31, 1986. Ordinarily, Brake Systems (or its predecessor companies) would have paid this within 45 days of billing.

I'm writing at this time, as I'm aware that there have been many changes at BSI over the past several months. Would you please check into payment of this invoice. If you need a new replacement invoice or details on the billing, please let me know.

Thanks.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

Brake Systems Inc

Raybestos / Grey-Rock Products

September 17, 1986

Mr. Edward Drislane, Secretary
FMSI
East 210 Route 4
Paramus, NJ 07652

Dear Ed,

Referencing our telephone conversation regarding selection of an alternate delegate, it is appropriate that John Tartaglione be nominated for BSI. This nomination will ensure his receipt of FMSI mailings.

Thanks for your help.

Best regards,

Jim Bennett

James E. Bennett
Director of Materials Management

JEB:klm

cc: Mr. John Tartaglione

MAILING LIST CHANGE

Member Brake Systems Inc. Date 9-12-86

This change affects the following lists:

Board of Directors	( )	Historical Sales	( )
Delegates and Alternates	(✓)	Brake Performance SC	( )
Regional - US Dues	( )	Data Book Committee	( )
Regional - Regular	( )	HEA Committee	( )
Licensees	( )	Data Book Bulletin	(✓)
List A (Regulations)	( )	Shoe Bulletin	(✓)
List B (Factory)	( )	Ledger Card	( )
List C (Catalogs)	( )	Other _____ (Describe)	( )
List D (Cross Reference)	( )		

Change List as Follows:

Add as Alternate from Brake Systems, Inc.:

Mr. John Tartaglione
Raybestos (BSI)
11045 Gage Ave.
Franklin Park, IL 60131

Source of Change: Tartaglione/ Bennet (9/12/86)

	Name	Date
Requested By:	EWD	9-12-86
Change Made By:	DK	9/12/86

FMSI 13022

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

March 12, 1986

Ms. Sharon Bruey
Brake Systems, Inc.
75 East Main Street
Stratford, CT 06497

Dear Sharon:

This is with reference to our phone conversation this date on ordering the 1986 Automotive Data Book.

I've enclosed copies of the Orders I received from Brake Systems Inc. (and Raymark in 1984) for earlier catalogs. Orders were for 10,000 copies of the full catalog in 1984 and 5,000 copies of the shorter Supplement in 1985.

I've added your name on the mailing list concerning catalogs.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

Phone Call 3/19:

Mr. Dave Salerno of B.S.I. called. Stated they were entering their P.O. 6176 for 10,000 copies of the 1986 Automotive Data Book, with 5 hole punching, at $984.00 per M.

INVOICE

FRICTION MATERIALS STANDARDS INSTITUTE

EAST 210 ROUTE 4 • PARAMUS, NEW JERSEY 07652 • PHONE (201) 845-0440

SOLD TO

Brake Systems, Inc.
327 Walnut Street
Prattville, AL 36067
Attn.: Lucy West

SHIPPED TO

DATE	DATE SHIPPED	SHIPPED VIA	YOUR ORDER NO.	F.O.B.	TERMS	INVOICE NO
03-10-86	03-10-86	1st Class	Lucy West phone		No Charge	0001110

QUANTITY	DESCRIPTION	PRICE	AMOUNT
2 Prints	FMSI 4602, 4623	No Charge	

ITEM #NVR73 © WHEELER GROUP INC.

TRIPLICATE COPY

FMSI 13024

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
BERGEN MALL OFFICE CENTER
E. 210 ROUTE 4
PARAMUS, N. J. 07652

April 1, 1985

Mr. Carroll Warner
Brake Systems, Inc.
75 East Main Street
Stratford, CT 06497

Dear Carroll:

We have been advised of the change to Brake Systems, Inc. for the Stratford operation. We are making changes accordingly on our records and mailing lists.

However, we have the earlier fee billing (January 1, 1985) as it was billed at that time. It was mailed to Mr. Jim Hobbs at Trumbull. Would you kindly handle it? Thank you. Copies are enclosed.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

Raybestos/Grey-Rock Products

March 22, 1985

Friction Materials Standards Institute
East 210 Route 4
Paramus, NJ 07652

Attention: Mr. E. W. Drislane
Executive Director

Dear Mr. Drislane:

Effective March 19, 1985, the Brake Systems Division of the Raymark Corporation has been sold to Echlin Inc. We are now Brake Systems, Inc., a wholly-owned subsidiary of Echlin Inc.

Please make any necessary name and address changes to your records.

Sincerely,

C. E. Miceli

Christine E. Miceli
Market Research Analyst

/rd

The Raymark Acquisition by Echlin

As of Tuesday, March 19, 1985, Echlin has purchased the light duty (passenger car, light truck) brake business of Raymark. This includes the Stratford facility and the Cheshire Warehouse. The new company is:

Brake Systems Incorporated
75 East Main Street
Stratford, CT 06497

Staying with Raymark are:

The Trumbull Office
Raymark at Manheim
The Crawfordsville Operation
The International Operations

The Trumbull Office Building is for sale. There are not many left in Trumbull. John Marsh is still at Trumbull.