

THE GLIDDEN COMPANY
11001 Madison Avenue
CLEVELAND 2, OHIO

SALES AGENCY AGREEMENT

This agreement made at Cleveland, Ohio this 15th day of March 1952 by and between the GLIDDEN COMPANY OF CLEVELAND, OHIO, hereinafter called the company; and BIDDLE PURCHASING COMPANY, P.O. Box 743, CHURCH STREET STATION, NEW YORK 8, N.Y. hereinafter called the agent.

The company hereby grants authority to the agent to solicit orders for and to sell its products manufactured by its EUSTON LEAD DIVISION, SCRANTON, PENNSYLVANIA under the terms and conditions hereinafter defined. The nature of the products and such considerations as territory, accounts, prices and terms of sale may be changed by the company at any time by written notice to the agent.

C. C. Q.
JUN 17 1952

The Agent agrees to promote diligently the sale of said products.

PERIOD: This agreement shall be for a period of one year from the date hereof and continuous thereafter, provided, however, that either party may at any time terminate it upon thirty (30) days' written notice to the other. In the event of termination the agent agrees to return to the company all price lists, catalogues, and other written or printed data and instructions that were furnished by the company.

PRODUCTS: Euston White Lead in Oil in trade packages; 100, 50, 25, and 12 1/2 lb. kegs.

TERRITORY: Accounts of the Biddle Purchasing Company generally located in the Eastern section of the United States. The attached list, dated March 15, 1952 includes active accounts as of that date. Additional accounts may be added as agreed to by the company.

EXCLUSIVE REPRESENTATION: It is understood that the Agent will not solicit orders for any competitive products or substitutes therefor not produced by the company; and the company agrees that it will have no other agent or representative solicit orders from any of the accounts on the attached list during the term of this agreement, except for the benefit of the agent.

COMPENSATION TO AGENT: In full consideration of all services rendered in connection with the solicitation of orders, the agent shall receive each month a commission of 5% of the gross value of invoices rendered to accounts during the previous month. By gross value of invoices is meant the amount before deductions or allowances, if any, for transportation costs. Commissions will be paid to and including, but not beyond, the date of the termination of this agreement.

SELLING PRICES AND
BUSINESS POLICY:

Selling prices and terms and conditions of sale shall be established by the company and the agent agrees to solicit orders strictly in accordance with these prices, terms, and conditions; and to make no representations concerning the company's products and services other than those which the company authorizes.

ACCEPTANCE OF
ORDERS:

It is understood and agreed that all orders are subject to acceptance by the company, which shall have the right to reject any orders at any time for any reason whatsoever.

ACCOUNTS AND
COLLECTIONS:

Unless otherwise specified invoices will be rendered by the company direct to the accounts.

REPORTS:

The agent, upon request, agrees to furnish the company daily or other reports concerning the status of company's business or prospective business with the agent's accounts.

GENERAL:

It is understood and agreed that the agent is not an employee of the company and is operating as an independent contractor in carrying on the business of a manufacturer's agent; and further that this agreement covers the full understanding of, and supersedes all other agreements, express or implied, between the two parties pertaining to the sale of company's products.

It is also understood that this agreement shall not be assigned or transferred by either part without the consent of the other, or by operation of law.

IN WITNESS WHEREOF, the parties hereto have set their hands in triplicate hereof on the date first above written.

AGENT:

BIDDLE PURCHASING COMPANY, N.Y.C.

BY Frederick T. Allen

THE GILDED COMPANY

John R. Smith

BLINDING PURCHASING COMPANY - ACCOUNTS

M.S. Berkoff Company, 1102 Coney Island Ave., Brooklyn, N.Y.
Boyer Campbell Company, 6510 St. Antoine St., Detroit, Michigan
Buchanan Williamson Supply Company, Grundy, Virginia
J.C. Christopher Company, Jacksonville, Florida
Corotte Cross, Inc., 1702 E. 233rd Street, Bronx, New York
Daytona Beach Boat Works, Daytona Beach, Florida
Grayson List, 1435 Mercer Street, Jersey City, N.J.
Gregg Bros., Wilmington, North Carolina
James McGraw, Inc., Richmond, Virginia
Guarantee Specialty Company, 60 Dispensard St., New York, N.Y.
The Harris Company, 188 Commercial Street, Portland, Maine
P.L. Hargett & Company, Frederick, Maryland
Hazen & York Inc., 88 Warren Street, New York, N.Y.
Falls Springs & Wire Company, 8635 Conant St., Detroit, Michigan
Jones Supply Company, Hattiesburg, Mississippi
The Lindquist Hardware Company, Bridgeport, Connecticut
Wm. Kohler Company, Jeffersville, New York
New Canaan Fuel & Lbr. Company, Canaan, Connecticut
New Era Hardware & Supply Company, 839 Ninth Ave., New York, N.Y.
Patterson Bros., 15 Park Row, New York, N.Y.
Poe Hardware & Supply Company, Greenville, South Carolina
Sachs Hardware Company, Lewiston, Michigan
Saythe Denegan Company, 247 St. Marks Ave., Brooklyn, New York
Max Shur, Inc., 165 Grand Street, New York
Taylor Iron Works & Supply Company, Macon, Georgia
Frank M. West, 18 Park Row, Stamford, Connecticut
T.A. Walker, Inc., Torrington, Connecticut
West End Hardware & Supply Company, 350 W. 59th Street, New York, N.Y.
Wholesale Hardware Company, 763 Tenth Avenue, New York, N.Y.

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