FILE NAME: Rogers Corporation (ROG)

DATE: 1976 Mar 20

DOC#: ROG031

DOCUMENT DESCRIPTION: Letter to Rogers Corp. from Cassiar RE Amendment to Jan 22 Agreement

Arbitrator File M Kupferman

# Cassiar Asbestos Corporation Limited

AGENT: BELL ASBESTOS MINES, P.O. BOX 99, THETFORD MINES QUEBEC, CANADA

APR 23 1976

March 30, 1976.

Rogers Corporation,
Rogers, Conn. 06263
U.S.A.

We refer to the agreement dated January 22, 1976 as entered into between us for the purchase of asbestos fibre and in particular paragraph 13 (d) thereof.

The following paragraph represents an amendment to paragraph 13 (d) which was recently approved by the Cassiar Directors and which we believe will be more acceptable to our customers:

"Claims against the Seller or its Agent related directly or indirectly to the Buyer's acquisition of asbestos fibre from the Seller in respect of consequential loss, damages, personal injuries, diseases, or death, however arising, are not the responsibility of the Seller or its Agent and the Buyer hereby expressly waives any of its rights as against the Seller or its Agent with respect to any such claims. The Buyer acknowledges that he is aware of the possible health hazards in dealing with asbestos fibre and undertakes and agrees to adequately warn its employees, agents and customers of the possible dangers in exposure to, handling, use of or processing of asbestos fibre and in particular by breathing air or ingesting food or water containing asbestos fibre. Consistent with such duty to warn, the Buyer undertakes and agrees to provide safeguards to its employees and agents who handle asbestos fibre or products of the Buyer which contain asbestos fibre."

If the wording of the above paragraph is acceptable to you, we would be prepared, upon receipt by us of a copy of this letter duly executed by you, to consider the above-mentioned agreement so amended.

Yours very truly,

CASSIAR ASBESTOS CORPORATION LIMITED

By its duly authorized agent,

BELL ASBESTOS MINES, LTD.

Per: _____
W. J. W. Smith
Vice President - Marketing

_____

Per: _____

SC-RC-2645