

CIF

PLAINTIFF'S
EXHIBIT
CT-99

CONTRACT for the sale of ASBESTOS FIBRE

No. 334
TURNERS ASBESTOS FIBRES LIMITED

Date 16th August 1963

~~TURNERS ASBESTOS FIBRES LIMITED~~

ASBESTOS HOUSE, 77-79 FOUNTAIN STREET, MANCHESTER 2, ENGLAND Sellers.

agree to sell and CERTAIN-TREE PRODUCTS CORPORATION.,
P.O. BOX 113,
AMBLE,
PENNSYLVANIA,
U.S.A.

Buyers agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2,000 lb. net weight
and Quantity:

Griqualand Blue S3 - 10 tons (ten)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb net weight F.o.b. South African Port

Griqualand Blue S3 @ £72. 0. Od. (seventy two pounds)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1963. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in full thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. **Terms:** Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of
- Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.
- the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers

By telegraphic transfer against presentation of shipping documents. Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. **Freight:** the above price(s) is are based upon freight rates as follows —
- Per ton of 2,240 lb gross weight
- Freight to be prepaid by Sellers and charged to Buyers.**

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty tax or similar imposition in respect of the goods to be for account of Buyers

5. **Insurance:** The above price(s) is are based upon a marine insurance rate of
- Insurance to be charged to Buyers at current rates.**

per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. War risks and other kindred exceptional risks are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request, and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against any loss from any such cause shall fall to Buyers.

6. **Shipment:** It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply

7. **Period of Shipment:** **Shipment by s.s. "MAASLOED" 5th August 1963 to San Francisco.**

8. Cost of

Discharging: For account of Buyers

**9. Advices of
Shipment:**

Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutation, delay in delivery or non-delivery or cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

**10. Special
Conditions:**

It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

**11. General
Conditions:**

a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. Exceptions:

Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events—

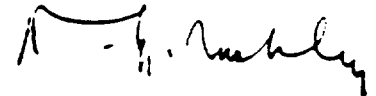
- (a) In the event of any prohibition being placed on the export of asbestos
- (b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea
- (c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.
- (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
- (e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators one to be appointed by each party to the reference or their Empire pursuant to the Arbitration Acts, 1889 to 1950
14. **Notices:** To be given in writing either delivered or by post or by cable or by telegram to the parties at their above-mentioned addresses
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also so far as applicable to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance

Accepted on behalf of Sellers:

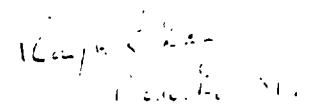
TURNERS ASBESTOS FIBRES LIMITED,



Director.

Accepted on behalf of Buyers:

CERTAIN-TEED PRODUCTS CORPORATION



CIF

CONTRACT for the sale of ASBESTOS FIBRE

No. 335

Date 16th August 19 63.

TURNERS ASBESTOS FIBRES LIMITED

~~KNOWLES ASBESTOS DISTRIBUTORS LIMITED~~

ASBESTOS HOUSE, 77 79 FOUNTAIN STREET, MANCHESTER 2, ENGLAND Sellers

agree to sell and CERTAIN-TEED PRODUCTS CORPORATION.,

P.O. BOX 113,

AMBLER,

PENNSYLVANIA,

U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2 000 lb. net weight.
and Quantity:

Blue TA/K - 975 tons (nine hundred and seventy five)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb net weight. F.o.b. Lourenco Marques
TA/K @ £60. 0. 0d. (sixty pounds)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 19 63. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. **Terms:** Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of

Southern Rhodesia for sales of Rhodesian asbestos in London or Bulawayo at the option of the Sellers.

the Republic of South Africa for sales of asbestos from the Union of South Africa or Swaziland in London or Johannesburg at the option of the Sellers

By telegraphic transfer against presentation of shipping documents.

Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. **Freight:** the above prices are based upon freight rates as follows —

Per ton of 2,240 lb gross weight

Freight to be prepaid by Sellers and charged to Buyers.

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns or primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty tax or similar imposition in respect of the goods to be for account of Buyers.

5. **Insurance:** The above prices are based upon a marine insurance rate of

Insurance to be charged to Buyers at current rates.

per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. War risks and other kindred exceptional risks are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request, and in that event the premiums thereon will be for account of Buyers. If such risks are not insured against any loss from any such cause shall fall to Buyers.

6. **Shipment:** It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply.

7. **Period of Shipment:** **Between 16th August 1963 and 31st December 1963.**

8. Cost of
Discharging: For account of Buyers

9. Advices of
Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers but in the event of any mutilation, delay in delivery or non-delivery or cables or other communications concerning shipments either addressed to or sent by Sellers however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special
Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General
Conditions: a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

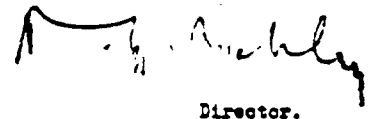
- (a) In the event of any prohibition being placed on the export of asbestos
- (b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
- (c) In the event or in consequence of tempests, earthquakes, cyclones, flooding or mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.
- (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
- (e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators one to be appointed by each party to the reference or their Umpire pursuant to the Arbitration Acts, 1989 to 1950
14. **Notices:** To be given in writing either delivered or by post or by cable or by telegram to the parties at their above-mentioned addresses
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance

Accepted on behalf of Sellers:

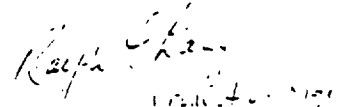
TURNERS ASBESTOS FIBRES LIMITED,



Director.

Accepted on behalf of Buyers:

CERTAIN-TEED PRODUCTS CORPORATION



Ardmore

January 6, 1964

Ambler-Pipe Division

Mr. A. O. Graves

T.A.F. - Contracts

R. L. Lanz/mb

R. L. Lanz/mb

CC: Mr. J. J. Durkin

THIS COPY FOR

Attached are signed copies of Contracts #24 and 37 with Turners Asbestos Fiber Limited; I have signed these contracts for Certain-teed and have retained copies in Mr. J. J. Durkin's file.

Both Mr. Durkin and I have checked the Contracts and approved quantities and prices.

If they meet with your approval will you please forward them to Turners Asbestos Fiber Co.

CIF

CONTRACT for the sale of ASBESTOS FIBRE

No. 24

Date 11th December 19 63.

TURNERS ASBESTOS FIBRES LIMITED.

FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)

agree to sell and CERTAIN-TEED PRODUCTS CORPORATION,
P.O. BOX 113,
AMBLEY,
PENNSYLVANIA,
U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2,000 lb net weight.
and Quantity:

Rhodesian C&G/3 - 1,200 tons (one thousand two hundred)
" C&G/4 - 3,000 tons (three thousand)
" C&G/5 - 3,000 tons (three thousand)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the quantities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight. C.i.f. U.S. Atlantic & Gulf Ports

C&G/3 @ £85.16. 6d. (eighty five pounds sixteen shillings and sixpence)
C&G/4 @ £66. 6. 0d. (sixty six pounds and six shillings)
C&G/5 @ £54. 3. 0d. (fifty four pounds and three shillings)

The above prices are subject to a discount of 4% on the F.o.b. equivalent prices, which are as follows:-

£ s. d.

C&G/3 77.10. 0 (seventy seven pounds and ten shillings)
C&G/4 58. 0. 0 (fifty eight pounds)
C&G/5 45.18. 0 (forty five pounds and eighteen shillings)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below in the currency of either Southern Rhodesia or the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1964. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. Terms:

Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of

Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.

the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers

By telegraphic transfer against presentation of shipping documents. Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. Freight:

the above price(s) is/are based upon freight rates as follows:—

Per ton of 2,240 lb. gross weight.

For C&G/3, C&G/4 & C&G/5 - U.S. \$25.25 (twenty five dollars twenty five cents)
converted at \$2.80 (two dollars and eighty cents) to the £ Sterling

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty tax or similar imposition in respect of the goods to be for account of Buyers

5. Insurance:

The above price(s) is/are based upon a marine insurance rate of 3/3d. (three shillings and threepence)

per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. War risks and other hundred exceptional risks are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request, and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against, any loss from any such cause shall fall to Buyers. Insurance cover for Strikes, Riots, Civil Commotions and Malicious Damage is subject to 48 hours notice of cancellation by the Underwriters.

6. Shipment:

It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply

7. Period of Shipment:

Between 1st January 1964 and 31st December 1964.

8. Cost of
Discharging: For account of Buyers

9. Advices of
Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special
Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General
Conditions: (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

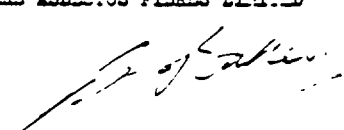
- (a) In the event of any prohibition being placed on the export of asbestos
- (b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
- (c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.
- (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
- (e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators one to be appointed by each party to the reference, or their Umpire pursuant to the Arbitration Acts, 1889 to 1950
14. **Notices:** To be given in writing, either delivered or by post or by cable or by telegram, to the parties at their above-mentioned addresses
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also so far as applicable: to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance

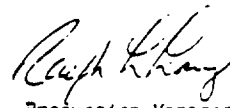
Accepted on behalf of Sellers:

TURNERS ASBESTOS FIBRES LIMITED


Director

Accepted on behalf of Buyers:

Pipe Division
Certain-teed Products Corporation


Production Manager

FOB

CONTRACT for the sale of ASBESTOS FIBRE

No. 37

Date 30th December 19 63

TURNERS ASBESTOS FIBRES LIMITED.

FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)

agree to sell and **CERTAIN-FEED PRODUCTS CORPORATION.,**
PIPE DIVISION,
LEA BUILDING,
AMBLE,
PENNSYLVANIA, U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions:

1. Description Asbestos Fibre in tons of 2,000 lb. net weight.
and Quantity:

Blue TA/K - 4,100 tons (four thousand four hundred)

*See TEND. GRIFFITHS NO 23 - SEE CONTRACT 1124
3400 TONS ALSO SEE LETTER 22-11-63
T. P. K. D. 12/11/63*

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight. **P.O.B. Lourenco Marques**

TA/K @ £60. 0. 0d. (sixty pounds)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1964. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. **Terms:** Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of

Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.

the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers.

By telegraphic transfer against presentation of shipping documents.

Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. **Freight:** Freight to be prepaid by Sellers and charges to Buyers.

Any export or other duty, tax or similar imposition in respect of the goods to be for account of Buyers

5. **Insurance:** Insurance to be charged to Buyers at current rates.

6. **Shipment:** It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply

7. **Period of Shipment:** Between 1st January 1964 and 31st December 1964.

8. Cost of
Discharging: For account of Buyers.

9. Advice of
Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special
Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General
Conditions: (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

- (a) In the event of any prohibition being placed on the export of asbestos.
- (b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
- (c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.
- (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
- (e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators (one to be appointed by each party to the reference) or their Umpire pursuant to the Arbitration Acts, 1889 to 1950.
14. **Notices:** To be given in writing (either delivered or by post or by cable or by telegram) to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

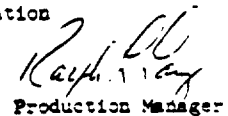
Accepted on behalf of Sellers:

TURNERS ASBESTOS FIBRES LIMITED,


Director.

Accepted on behalf of Buyers:

Pipe Division
Certain-teed Products Corporation


Production Manager

TURNERS ASBESTOS FIBRES LIMITED

Faulkner House, Faulkner Street
Manchester 1, England

TELEGRAMS
VULBERTON MANCHESTER

TELEPHONE CENTRAL 9334
TELEX 66560

TELEX
BENTLEY 5 SECOND

JKA/JH

Wednesday,
12th February,
1964.

Certain-teed Products Corp.,
Lea Building,
Ambler,
Pennsylvania,
U.S.A.

For the attention of J. J. Durkin, Esq.

Dear Sirs,

We refer to our letter dated 10th February regarding the supply of 500 tons Griqualand S3 Asbestos fibre.

For the sake of good order we confirm that we have amended Contract No. 37 to read 3,900 tons of TA/K, and enclose herewith our Contract No. 124 covering the supply of 500 tons Griqualand S3.

We would be obliged if you would return to us in due course the duplicate copy of this Contract duly signed.

Yours faithfully,

for TURNERS ASBESTOS FIBRES LIMITED



Enc.



A member of the Turner & Newall Group

ASBESTOS

Certain-teed Products Corporation

120 EAST LANCASTER AVENUE
ARDMORE, PENNSYLVANIA

February 19, 1964

Turners Asbestos Fibres Limited
Faulkner House
Faulkner Street
Manchester 1, England

Gentlemen:

At the request of Mr. Ralph L. Lanz, Production Manager of our Pipe Division at Ambler, Pennsylvania, we are enclosing a signed copy of Contract No. 24 dated December 11, 1963 and of Contract No. 37 dated December 30, 1963, each for the sale of the asbestos fibers referred to therein.

Yours very truly,

Arthur O. Graves,
Secretary

AOG:ph
enc.

bl. cc: R. L. Lanz - Ambler
J. J. Durkin - Ambler

THIS COPY FOR

Ardmore

February 28, 1964

Ambler-Pipe Division

Mr. A. O. Graves

T.A.F. - Contract #124

R. L. Lanz/mb

CC: Mr. J. J. Durkin



Attached you will find a signed copy of Contract #124 with Turners Asbestos Fibres Limited; I signed this contract for Certain-teed and retained a copy for Mr. J. J. Durkin's file.

Both Mr. Durkin and I have checked Contract #124 and approved quantities and prices.

If this meets with your approval will you please forward it to Turners Asbestos Fibres Limited.

CIF

CONTRACT for the sale of ASBESTOS FIBRE

No. 124

Date 12th February 1964.

TURNERS ASBESTOS FIBRES LIMITED.

FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers).

agree to sell and **CERTAIN-TIED PRODUCTS CORPORATION,**
P.O. BOX 113,
AMBLER,
PENNSYLVANIA,
U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions:

1. Description Asbestos Fibre in tons of 2,000 lb. net weight.
and Quantity:

Griqualand Blue S3 - 500 tons (five hundred)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight. **F.o.b. South African Port**

Griqualand Blue S3 @ £70. 0. 0d. (seventy pounds)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1964. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. **Terms:** Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification, in the currency of
- Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.
- the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers.

By telegraphic transfer against presentation of shipping documents.

Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. **Freight:** the above price(s) is/are based upon freight rates as follows —
- Per ton of 2,240 lb. gross weight.

Freight to be prepaid by Sellers and charged to Buyers.

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty, tax or similar imposition in respect of the goods to be for account of Buyers.

5. **Insurance:** The above price(s) is/are based upon a marine insurance rate of .

Insurance to be charged to Buyers at current rates.

per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. War risks (and other kindred exceptional risks) are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request, and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against, any loss from any such cause shall fall to Buyers.

6. **Shipment:** It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply.

7. **Period of Shipment:** Between 12th February and 31st December 1964.

8. **Cost of Discharging:** For account of Buyers.

9. **Advices of Shipment:** Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. **Special Conditions:** It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. **General Conditions:** (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer stemmed or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. **Exceptions:** Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

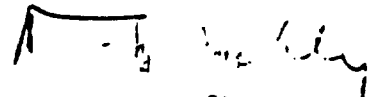
- (a) In the event of any prohibition being placed on the export of asbestos.
- (b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
- (c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.
- (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
- (e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators, one to be appointed by each party to the reference or their Umpire pursuant to the Arbitration Acts, 1889 to 1950.
14. **Notices:** To be given in writing (either delivered or by post or by cable or by telegram) to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

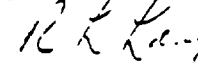
Accepted on behalf of Sellers:

TURNERS ASBESTOS FIBRES LIMITED,


Director.

Accepted on behalf of Buyers:

**CERTAIN-TEED PRODUCTS CORPORATION
PIPE DIVISION**


Vice President, Manufacturing

Ardmore

March 9, 1964

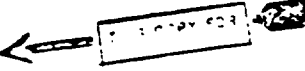
Ambler

Mr. A. O. Graves

T.A.F. - Contracts 147 and 149

R. L. Lanz/fs

cc: Mr. J. J. Durkin



Attached you will find signed copies of Contracts 147 and 149 with Turners Asbestos Fibres Limited; I signed these contracts for Certain-teed and retained a copy for Mr. J. J. Durkin's file.

Mr. Durkin and I have checked Contracts 147 and 149 and approved quantities and prices.

If this meets with your approval will you please forward them to Turners Asbestos Fibres Limited.

TURNERS ASBESTOS FIBRES LIMITED

Faulkner House, Faulkner Street
Manchester 1, England

TELEGRAMS
VULBESTON, MANCHESTER

TELEPHONE CENTRAL 0334
TELEX 66360

CODE
BENTLEY'S SECOND

DNH/CM

Certain-teed Products Corporation,
Pipe Division,
Lea Building,
Ambler,
Pennsylvania,
U.S.A.

Thursday,
5th March,
1964.

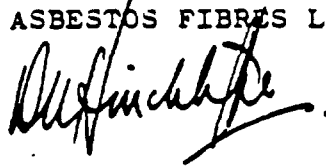
For the attention of the

Dear Sirs,

Further to our letter of 25th February we now have pleasure in enclosing in duplicate our contracts Nos. 147 and 149 covering Blue fibres as per your purchase order No.G4905. We shall be pleased if you will sign one copy of the contract and return it to us in due course. The other copy can be retained for your records.

Yours faithfully,

for TURNERS ASBESTOS FIBRES LIMITED



Enc.

 A member of the Turner & Newall Group

FOB

CONTRACT for the sale of ASBESTOS FIBRE

No. 147

Date 5th March 19 64.

TURNERS ASBESTOS FIBRES LIMITED,
FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)
agree to sell and **CERTAIN-TEED PRODUCTS CORPORATION.,**
P.O. BOX 113,
ANDLER,
PENNSYLVANIA,
U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions.

1. Description Asbestos Fibre in tons of 2,000 lb. net weight.
and Quantity:

Griqualand Blue S3 - 100 tons (one hundred)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight **F.o.b. South African Port**
Griqualand Blue S3 @ £70. 0. Od. (seventy pounds)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1964. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. Terms: Prompt net cash in Sterling in London or (at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification, in the currency of

Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.

the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers.

By telegraphic transfer against presentation of shipping documents.

Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. Freight: Freight to be prepaid by Sellers and charged to Buyers.

Any export or other duty, tax or similar imposition in respect of the goods to be for account of Buyers.

5. Insurance: Insurance to be charged to Buyers at current rates.

6. Shipment: It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply.

7. Period of Shipment: Between 5th March 1964 and 31st December 1964.

8. Cost of Discharging: For account of Buyers.

9. Advices of Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General Conditions: (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

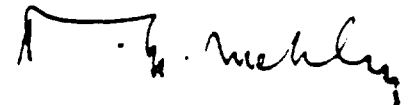
- (a) In the event of any prohibition being placed on the export of asbestos
- (b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
- (c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.
- (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
- (e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators, one to be appointed by each party to the reference or their Umpire pursuant to the Arbitration Acts, 1889 to 1950.
14. **Notices:** To be given in writing either delivered or by post or by cable or by telegram, to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also so far as applicable to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

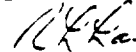
TURNERS ASBESTOS FIBRES LIMITED,



Director.

Accepted on behalf of Buyers:

CERCAIN-TEED PRODUCTS CORPORATION
PIPE DIVISION



Vice President-Manufacturing

FOB

CONTRACT for the sale of ASBESTOS FIBRE

No. 149

Date 5th March 1964.

TURNERS ASBESTOS FIBRES LIMITED.

FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)

agree to sell and **CERTAIN-TENZ PRODUCTS CORPORATION.,**
P.O. BOX 113,
ANDLER,
PENNSYLVANIA,
U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2,000 lb. net weight.
and Quantity:

Blue TA/K - 670 tons (six hundred and seventy)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight **F.o.b. Louraenco Marques**

Blue TA/K @ £60. 0. Cd. (sixty pounds)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1964. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. **Terms:** Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing, or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification, in the currency of
- Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.
- the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers.

**By telegraphic transfer against presentation of shipping documents.
Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.**

4. **Freight:** Freight to be prepaid by Sellers and charged to Buyers.

Any export or other duty, tax or similar imposition in respect of the goods to be for account of Buyers.

5. **Insurance:** Insurance to be charged to Buyers at current rates.

6. **Shipment:** It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply

7. **Period of Shipment:** Between 5th March 1964 and 31st December 1964.

8. Cost of Discharging: For account of Buyers.

9. Advices of Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery or cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General Conditions: (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and, or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

(a) In the event of any prohibition being placed on the export of asbestos.

(b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.

(c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.

(d) In the event of fire or destruction of mining materials or warehouses or store sheds.

(e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

Certain-teed Products Corporation

120 EAST LANCASTER AVENUE
ARDMORE, PENNSYLVANIA

March 11, 1964

OVERSEAS AIRMAIL

Turners Asbestos Fibres Limited
Faulkner House
Faulkner Street
Manchester 1, England

Gentlemen:

At the request of Mr. Ralph L. Lantz, Production Manager of our Pipe Division at Ambler, Pennsylvania, we are enclosing herewith a signed copy of each of the following contracts for the sale of the asbestos fibers referred to therein:

1. Contract No. 124 dated February 12, 1964.
2. Contract No. 132 dated February 25, 1964.
3. Contract No. 147 dated March 5, 1964.
4. Contract No. 149 dated March 5, 1964.

Yours very truly,

Arthur O. Graves
Secretary

AOG:ph
encls.

bl. cc: R. L. Lantz - Ambler
J. J. Durkin - Ambler

TYPE REPRODUCED

Ardmore

May 15, 1964

Ambler Pipe Division

Mr. A. O. Graves

T.A.F. - Fiber Contracts #254 and #255

R. L. Lantz - kt, 286

cc: Mr. J. J. Durkin ✓

Attached you will find signed originals of Contract #254 and Contract #255 with Turners Asbestos Fibres Limited. I signed these contracts for Certain-teed and have retained a copy for Mr. J. J. Durkin's files.

Mr. Durkin and I have checked these contracts and have approved quantities and prices. If this meets with your approval, will you please forward them to Turners Asbestos Fibres Limited.

Atts.

*Contract #254
attached*

CIF

CONTRACT for the sale of ASBESTOS FIBRE

No. 254

Date 12th May 1964.

TURNERS ASBESTOS FIBRES LIMITED,

FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)

agree to sell and CERTAIN-TEED PRODUCTS CORPORATION,
LEA BUILDING,
AMBLER,
PENNSYLVANIA,
U.S.A.

Buyers agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2,000 lb. net weight.
and Quantity:

Rhodesian C&G/3 - 250 tons (two hundred and fifty)
" C&G/4 - 150 tons (one hundred and fifty)
" C&G/5 - 500 tons (five hundred)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight. C.i.f. U.S. Atlantic Port

C&G/3 @ £85.16. 6d. (eighty five pounds sixteen shillings and sixpence)
C&G/4 @ £66. 6. 0d. (sixty six pounds six shillings)
C&G/5 @ £54. 3. 0d. (fifty four pounds three shillings)

The above prices are subject to a discount of 4% on the F.o.b. equivalent prices, which are as follows:-

C&G/3 £77.10. 0d. (seventy seven pounds and ten shillings)
C&G/4 £58. 0. 0d. (fifty eight pounds)
C&G/5 £45.18. 0d. (forty five pounds and eighteen shillings)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1964. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. Terms:

Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of

Southern Rhodesia for sales of Rhodesian asbestos in London or Bulawayo at the option of the Sellers.

the Republic of South Africa for sales of asbestos from the Union of South Africa or Swaziland in London or Johannesburg at the option of the Sellers

By telegraphic transfer against presentation of shipping documents. Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. Freight:

the above price(s) is/are based upon freight rates as follows:—

Per ton of 2,240 lb gross weight.

For C&G/3, C&G/4 & C&G/5 - U.S. \$25.25 (twenty five dollars and twenty five cents)

converted at £2.80 (two dollars and eighty cents) to the £ Sterling.

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primeage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty tax or similar imposition in respect of the goods to be for account of Buyers

5. Insurance:

The above price(s) is/are based upon a marine insurance rate of 2/3d. (two shillings and threepence)

+ 9d. War Risk

per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. ~~This rate and cost of insurance are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request and in that event the premium thereon will be for account of Buyers. If such risks are not insured against any loss from any such cause shall fall to Buyers.~~

6. Shipment:

It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply

7. Period of Shipment:

Between 12th May 1964 and 31st December 1964.

8. Cost of Discharging: For account of Buyers

9. Advices of Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General Conditions: (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and, or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and, or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

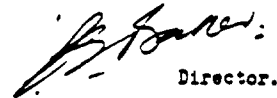
- (a) In the event of any prohibition being placed on the export of asbestos
- (b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and, or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
- (c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and, or to port of shipment.
- (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
- (e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators, one to be appointed by each party to the reference or their Umpire pursuant to the Arbitration Acts, 1889 to 1950
14. **Notices:** To be given in writing (either delivered or by post or by cable or by telegram) to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

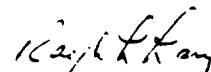
Accepted on behalf of Sellers:

TURNERS ASBESTOS FIBRES LIMITED,


Director.

Accepted on behalf of Buyers:

CERTAIN-FEED PRODUCTS CORPORATION
PIPE DIVISION


Ralph L. Lanz
Vice President-Manufacturing

Certain-teed Products Corporation

120 EAST LANCASTER AVENUE — ARCHMORE, PENNSYLVANIA

June 15, 1964

OVERSEAS AIRMAIL

Turners Asbestos Fibres Limited
Faulkner House
Faulkner Street
Manchester 1, England

Gentlemen:

At the request of Mr. R. L. Lanz, Vice President-Manufacturing of our Pipe Division at Ambler, Pennsylvania, we are enclosing herewith a signed copy of Contracts Nos. 254 and 255, each dated May 12, 1964 for the sale of the asbestos fibers referred to therein.

Yours very truly,

Arthur O. Graves,
Secretary

AOG:ph
encls.

bl. cc: R. L. Lanz - Ambler -
J. J. Durkin - Ambler -

THIS COPY FOR

TURNERS ASBESTOS FIBRES LIMITED

Faulkner House, Faulkner Street
Manchester 1, England

TELEGRAMS
VULBERTON, MANCHESTER

TELEPHONE CENTRAL 8334
TELEX 66560

CABLE
BENTLEY'S SECOND

DEB/MH

Tuesday,
7th July,
1964.

Mr. R. L. Lanz,
Certain-teed Products Corporation,
Pipe Division,
Lea Building,
Ashley

Dear Mr. Lanz,

Further to your letter of 25th June, I have had an opportunity of consulting Mr. Howe about the price increase of TA/X and there is little doubt the necessity for this at an early date is real if forward production in Africa is to be secure.

As against our first suggestion of 1st July as the effective date, we would ask if 1st August would not be, in all the circumstances, reasonable to you.

It is understood that you are at present paying for our fibre thirty days after presentation of shipping documents and this would mean that the increase in price would not be reflected in your accounts before the latter part of September.

Would you be good enough to let us know if you can approve the date of August 1st and that the price should then become £64 per short ten F.o.b. Laurence Marques?

We appreciate your decision to leave the contract position of Griqualand S unchanged for this year.

Yours sincerely,

D. E. BUCKLEY.

 A member of the Turner & Newall Group

Copy to J. Burkin

July 13, 1964

Mr. D. A. Buckley
Tartan Asbestos Fibres Limited
Bankers House
Foulmer Street
Manchester 1, England

I am replying to your letter of July 7, 1964 regarding the price increase in the T4, K grade.

In view of the circumstances, I agree that the effective date for this increase will apply from shipments made after August 1, 1964.

In spite of the increase, we are interested in further tonnages of Blue fiber for 1964 shipment. We prefer the T4, K grade but can accept Griqualand 33, if necessary.

We would like 400 tons for shipment in December 1964. This would not reduce our requirements for 1965 which, at the present time, appear to be a total of 5400 tons.

At this moment we have not finalized our total requirements for asbestos for 1965, however, we do plan to let Mr. Howe know of this before July 31st.

Yours sincerely,

R. L. Lane
Vice President - Manufacturing

RLL:vc

TURNERS ASBESTOS FIBRES LIMITED

Faulkner House, Faulkner Street
Manchester 1, England

TELEGRAMS
VULBERTON, MANCHESTER

TELEPHONE CENTRAL 0334
TELEX 66560

CODE
BENTLEY'S SECOND

SCM/JH

Wednesday,
9th September,
1964.

Certain-teed Products Corporation,
Lea Building,
Ambler,
Pennsylvania,
U.S.A.

Dear Sirs,

We have pleasure in enclosing our Contracts Nos. 395,
396 and 397 in duplicate and should be obliged if you would
kindly sign one copy of each and return to us in due course.

Yours faithfully,

for TURNERS ASBESTOS FIBRES LIMITED



Enc.



A member of the Turner & Newall Group

September 14, 1964

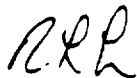
Mr. D. E. Buckley
Turners Asbestos Fibres Limited
Faulkner House
Faulkner Street
Manchester 1, England

Dear Mr. Buckley:

Enclosed are signed copies of Contract Nos. 395, 396, and 397 dated September 8, 1964. These contracts cover the purchase of the following tonnages of asbestos:

<u>Contract</u>	<u>Grade</u>	<u>Tons</u>
395	Griqualand Blue S3	200 (two hundred)
396	Blue BT/AD	200 (two hundred)
397	Rhodesian R&G/E	10 (ten)
	Rhodesian R&G/T	10 (ten)

Sincerely yours,


R. L. Lanz
Vice President

RLL:kt

Enclosures

bcc: Mr. A. O. Graves
Mr. J. J. Durkin ✓

Note to Mr. Durkin:

We are attaching the signed originals of the above contracts for your document file.

R.L.L.

FOB

CONTRACT for the sale of ASBESTOS FIBRE

No. 395

Date 8th September 1964

TURNERS ASBESTOS FIBRES LIMITED.

FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)

agree to sell and **CERTAIN-TEED PRODUCTS CORPORATION,**
LEA BUILDING,
AMBLER,
PENNSYLVANIA,
U.S.A.

Buyers agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2,000 lb net weight.
and Quantity:

Griqualand Blue S3 - 200 tons (two hundred)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight. F.o.b. South African Port

Griqualand Blue S3 @ £70. 0. Od. (seventy pounds)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1964. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. Terms: Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of

Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.

the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers.

By telegraphic transfer against presentation of shipping documents.
Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. Freight: Freight to be prepaid by Sellers and charged to Buyers.

Any export or other duty, tax or similar imposition in respect of the goods to be for account of Buyers.

5. Insurance: Insurance to be charged to Buyers at current rates.

6. Shipment: It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply.

7. Period of Shipment: 30 tons to Philadelphia,)
130 tons to Houston,)
40 tons to San Francisco,) early November 1964.

8. Cost of Discharging: For account of Buyers.

9. Advices of Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General Conditions: (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

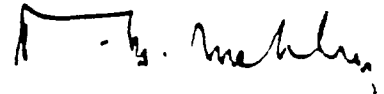
- (a) In the event of any prohibition being placed on the export of asbestos
- (b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
- (c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.
- (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
- (e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators, one to be appointed by each party to the reference or their Empire pursuant to the Arbitration Acts, 1889 to 1950.
14. **Notices:** To be given in writing either delivered or by post or by cable or by telegram to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply.
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also so far as applicable to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

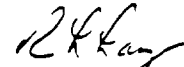
TURNERS ASBESTOS FIBRES LIMITED,



Director.

Accepted on behalf of Buyers:

CERTAIN-TEED PRODUCTS CORPORATION



Vice President - Pipe Division

CIF

CONTRACT for the sale of ASBESTOS FIBRE

No. 396

Date 8th September 19 64.

TURNERS ASBESTOS FIBRES LIMITED.

FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)

agree to sell and ~~CERTAIN-TEED~~ PRODUCTS CORPORATION,
LEA BUILDING,
AMBLER,
PENNSYLVANIA,
U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions.

1. Description Asbestos Fibre in tons of 2,000 lb net weight.
and Quantity:

Blue BT/AD - 200 tons (two hundred)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb net weight. C.i.f. U.S. Atlantic Port

BT/AD @ £81. 2. 6d. (eighty one pounds two shillings and sixpence)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 19 64. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. Terms: Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of
- Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.
- the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers

By telegraphic transfer against presentation of shipping documents.
Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. Freight: the above price(s) is/are based upon freight rates as follows. —
- Per ton of 2,240 lb gross weight.

For BT/AD - U.S. \$25.25 (twenty five dollars and twenty five cents) converted at \$2.80 (two dollars and eighty cents) to the £ Sterling.

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty, tax or similar imposition in respect of the goods to be for account of Buyers.

5. Insurance: The above price(s) is/are based upon a marine insurance rate of 2/3d. (two shillings and threepence) + 9d. War Risk per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. ~~War risks and other named exceptional risks are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request and in that event the premium therefor will be for account of Buyers. If such risks are not insured against, any loss from any such cause shall fall to Buyers.~~ Mw

6. Shipment: It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply

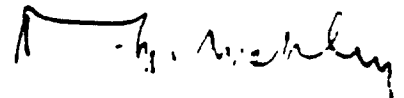
7. Period of Shipment: 30 tons to Philadelphia)
130 tons to Houston) Early November 1964.
40 tons to San Francisco)

8. **Cost of Discharging:** For account of Buyers
9. **Advices of Shipment:** Sellers will endeavour to give prompt notice of details of each shipment to Buyers but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.
10. **Special Conditions:** It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.
11. **General Conditions:** (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.
- (b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.
12. **Exceptions:** Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—
- (a) In the event of any prohibition being placed on the export of asbestos
 - (b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
 - (c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and or to port of shipment.
 - (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
 - (e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.
- If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators, one to be appointed by each party to the reference, or their Umpire pursuant to the Arbitration Acts, 1889 to 1950.
14. **Notices:** To be given in writing (either delivered or by post or by cable or by telegram) to the parties at their above-mentioned addresses.
15. **English Law:** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

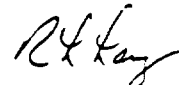
TURNERS ASBESTOS FIBRES LIMITED,



Director.

Accepted on behalf of Buyers:

CERTAIN-TEED PRODUCTS CORPORATION



Vice President - Pipe Division

CIF

CONTRACT for the sale of ASBESTOS FIBRE

No. 397

Date 8th September 1964

TURNERS ASBESTOS FIBRES LIMITED,

FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)

agree to sell and CERTAIN-TEED PRODUCTS CORPORATION,
LEA BUILDING,
AMBLER,
PENNSYLVANIA,
U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2,000 lb net weight.
and Quantity:

Rhodesian RAG/H - 10 tons (ten)
" RAG/T - 10 tons (ten)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight. F.o.b. Lourenco Marques

RAG/H @ £60. 0. Od. (sixty pounds)
RAG/T @ £43.15. Od. (forty three pounds fifteen shillings)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1964. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. Terms: Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of
- Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.
- the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers.

By telegraphic transfer against presentation of shipping documents. Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. Freight: the above price(s) is/are based upon freight rates as follows —
- Per ton of 2,240 lb. gross weight.

To be paid by supplier and charged to Buyer at cost.

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty, tax or similar imposition in respect of the goods to be for account of Buyers.

5. Insurance: The above price(s) is/are based upon a marine insurance rate of
- To be paid by supplier and charged to Buyer at cost.
- per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. War risks (and other hundred exceptional risks) are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request, and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against, any loss from any such cause shall fall to Buyers.

6. Shipment: It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply.

7. Period of Shipment: As soon as possible.

8. **Cost of Discharging:** For account of Buyers.

9. **Advices of Shipment:** Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. **Special Conditions:** It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. **General Conditions:** (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation Sellers may at their option withhold all or any further deliveries for such time as they think fit and or cancel the balance of the contract.

12. **Exceptions:** Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

(a) In the event of any prohibition being placed on the export of asbestos

(b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.

(c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and or to port of shipment.

(d) In the event of fire or destruction of mining materials or warehouses or store sheds.

(e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators one to be appointed by each party to the reference or their Empire pursuant to the Arbitration Acts, 1889 to 1950.
14. **Notices:** To be given in writing (either delivered or by post or by cable or by telegram) to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance

Accepted on behalf of Sellers:

TURNERS ASBESTOS FIBRES LIMITED,

M. J. Macdonald

Director.

Accepted on behalf of Buyers:

CERTAIN-TEED PRODUCTS CORPORATION

C. E. Long

Vice President - Pipe Division

Ardmore Legal

November 27, 1964

Ambler Pipe Admin.

Mr. A. C. Graves

T.A.F. - Fiber Contract No. 514

R. L. Lanz - kt *RL*

cc: Mr. J. J. Durkin - Ambler ✓

Attached you will find the signed original of Contract No. 514 with Turners Asbestos Fibres Limited. I signed this contract for Certain-teen and have retained a copy for Mr. Durkin's files.

This fiber will be used experimentally to determine whether it is a satisfactory substitute in case supplies of our regular TA/K Blue Fiber fall short.

Mr. Durkin and I have checked this contract and have approved the quantity and price. If this meets with your approval will you please forward the contract to Turners Asbestos Fibres Limited.

Att.

*C#G 276-3
11-27-64*

FOB

CONTRACT for the sale of ASBESTOS FIBRE

No. 514

Date 23rd November 1964.

TURNERS ASBESTOS FIBRES LIMITED,
FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)

agree to sell and **CERTAIN-TIED PRODUCTS CORPORATION,**
LEA BUILDING,
ALBANY,
PENNSYLVANIA,
U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2000 lb net weight.
and Quantity:

Blue KCH.3 - 10 tons (ten)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the quantities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2000 lb. net weight. **F.o.b. Cape Town**

Blue KCH.3 @ £67-0-0d. (sixty seven pounds)

£67 9 0d inc with attachment

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is, are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1964. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. Terms: Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of
- Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.
- the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers.

By telegraphic transfer against presentation of shipping documents.

Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. Freight: Freight to be prepaid by Sellers and charged to Buyers.

Any export or other duty, tax or similar imposition in respect of the goods to be for account of Buyers.

5. Insurance: Insurance to be charged to Buyers at current rates.

6. Shipment: It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply.

7. Period of Shipment: First opportunity to Philadelphia.

8. Cost of Discharging: For account of Buyers.

9. Advices of Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General Conditions: (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and, or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

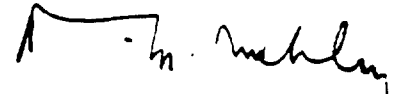
- (a) In the event of any prohibition being placed on the export of asbestos
- (b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and, or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
- (c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and or to port of shipment.
- (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
- (e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators one to be appointed by each party to the reference or their Umpire pursuant to the Arbitration Acts, 1989 to 1950
14. **Notices:** To be given in writing either delivered or by post or by cable or by telegram to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

TURNERS ASBESTOS FIBRES LIMITED,



Director.

Accepted on behalf of Buyers:

CERTAIN-TEED PRODUCTS CORPORATION



R. L. Lang
Vice President - Pipe Division

Certain-teed Products Corporation

120 EAST LANCASTER AVENUE
ARDMORE, PENNSYLVANIA

December 1, 1964

OVERSEAS AIRMAIL

Turners Asbestos Fibres Limited
Faulkner House
Faulkner Street
Manchester 1, England

Gentlemen:

At the request of Mr. R. L. Lanz, Vice President-Manufacturing of our Pipe Division at Ambler, Pennsylvania, we are enclosing herewith a signed copy of Contract No. 514, dated November 23, 1964 for the sale of the asbestos fibers referred to therein.

Yours very truly,

Arthur O. Graves,
Secretary

AOG:ph
encl.

bl. cc: R. L. Lanz - Ambler

J. J. Durkin - Ambler

THIS COPY FOR

Ardmore Legal

December 14, 1964

Ambler Pipe Admin.

Mr. A. O. Graves

T.A.F.-Fiber Contracts Nos. 48, 49 & 50

R. L. Lanz - kt *RL*

cc: Mr. J. J. Durkin

Attached are signed originals of Contract Nos. 48, 49 and 50 with Turners Asbestos Fibres Limited. I signed these contracts for Certain-teed and have retained a copy for Mr. J. J. Durkin's files.

Mr. Durkin and I have checked these contracts and have approved quantities and prices. If these meet with your approval will you please forward them to Turners Asbestos Fibres Limited.

Atts.

CIF

CONTRACT for the sale of ASBESTOS FIBRE

No. 48

Date 2nd December 1964.

TURNERS ASBESTOS FIBRES LIMITED.

FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND Sellers;

agree to sell and CERTAIN-TEED PRODUCTS CORPORATION,
LEA BUILDING,
AMBLER,
PENNSYLVANIA,
U.S.A.

Buyers; agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2,000 lb. net weight.
and Quantity:

Rhodesian C&G/3	- 2,100 tons	(two thousand, one hundred)
" C&G/4	- 4,050 tons	(four thousand and fifty)
" C&G/4B1	- 200 tons	(two hundred)
" C&G/5	- 3,250 tons	(three thousand two hundred and fifty)
Swaziland HVL/5	- 500 tons	(five hundred)*
Rhodesian R&G/H	- 500 tons	(five hundred)

* This tonnage may be supplied at seller's option in C&G/5

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight. C.i.f. U.S. Atlantic Port.

C&G/3	@ £86.17. Od.	(eighty six pounds seventeen shillings)
C&G/4	@ £69. 6. Od.	(sixty nine pounds six shillings)
C&G/4B1	@ £67. 6. Od.	(sixty seven pounds six shillings)
C&G/5	@ £56. 5. Od.	(fifty six pounds five shillings)
HVL/5	@ £58. 6. Od.	(fifty eight pounds six shillings)
R&G/H	@ £59. 5. Od.	(fifty nine pounds five shillings)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1965. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. Terms:

Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of

Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.

the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers.

By telegraphic transfer against presentation of shipping documents. Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. Freight:

the above price(s) is/are based upon freight rates as follows —

Per ton of 2,240 lb gross weight.

For C&G/3, C&G/4, C&G/4B1, C&G/5, EVL/5 and R&G/5 - U.S. \$25.25
(twenty five dollars and twenty five cents)
converted at \$2.80 (two dollars and eighty cents) to the £ Sterling.

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty, tax or similar imposition in respect of the goods to be for account of Buyers.

5. Insurance:

The above price(s) is/are based upon a marine insurance rate of:
2/3d. (two shillings and threepence)
+ 9d. War Risk

per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. ~~War risks and other named exceptional risks are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against, loss from any such cause shall fall to Buyers.~~

6. Shipment:

It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply.

7. Period of Shipment:

Between 1st January 1965 and 31st December 1965.

8. Cost of Discharging: For account of Buyers.

9. Advices of Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General Conditions: (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and, or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

(a) In the event of any prohibition being placed on the export of asbestos

(b) In the event of any deliveries being delayed or prevented by want of transport or raiage, or while on the road and, or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.

(c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and or to port of shipment.

(d) In the event of fire or destruction of mining materials or warehouses or store sheds.

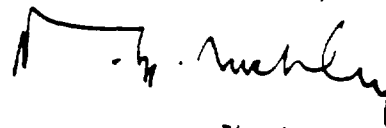
(e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators one to be appointed by each party to the reference or their Umpire pursuant to the Arbitration Acts, 1889 to 1950.
14. **Notices:** To be given in writing either delivered or by post or by cable or by telegram, to the parties at their above-mentioned addresses
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also so far as applicable to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

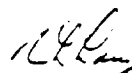
TURNERS ASBESTOS FIBRES LIMITED,



Director.

Accepted on behalf of Buyers:

CEPACIN-FIBRE PRODUCTS CORPORATION



R. L. Lamm
Vice President - Pipe Division

CIF

CONTRACT for the sale of ASBESTOS FIBRE

No. 49

Date 2nd December 19 64.

TURNERS ASBESTOS FIBRES LIMITED.

FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND Sellers.

agree to sell and CERTAIN-TEED PRODUCTS CORPORATION,
LEA BUILDING,
AMBLER,
PENNSYLVANIA,
U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2,000 lb net weight.
and Quantity:

Blue TA/K - 4,600 tons (four thousand six hundred)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb net weight C.i.f. U.D. Atlantic Port

TA/K @ £74. 6. Od. (seventy four pounds six shillings)

The prices shown above is, are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is, are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 19 65. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the prices, mentioned in this contract and charging in lieu thereof the prices ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. **Terms:** Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of
- Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.
- the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers

By telegraphic transfer against presentation of shipping documents. Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. **Freight:** the above prices are based upon freight rates as follows —
- Per ton of 2,240 lb. gross weight

For TA/X - U.S. \$25.25 (twenty five dollars and twenty five cents) converted at \$2.80 (two dollars and eighty cents) to the £ Sterling.

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns or primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty tax or similar imposition in respect of the goods to be for account of Buyers

5. **Insurance:** The above prices are based upon a marine insurance rate of **2/3d. (two shillings and threepence)** + **9d. War Risk** per cent. and Buyers are to pay or receive any difference in the rate of ~~marine~~ insurance above or below that figure. ~~War risk and other risks are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against any loss from any such cause will be for Buyers~~

6. **Shipment:** It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions either periodically or at or towards the beginning of the contract year so as to give the Sellers ample time to arrange shipments on this basis

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply

7. **Period of Shipment:** **Between 1st January 1965 and 31st December 1965.**

8. Cost of Discharging: For account of Buyers

9. Advices of Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General Conditions: a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination be imposed during the continuance of this contract increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events—

a) In the event of any prohibition being placed on the export of asbestos.

b) In the event of any deliveries being delayed or prevented by want of transport or ratiage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.

c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.

d) In the event of fire or destruction of mining materials or warehouses or store sheds.

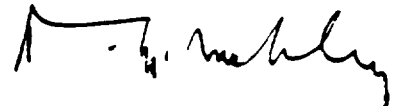
e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators one to be appointed by each party to the reference or their Umpire pursuant to the Arbitration Acts, 1889 to 1950.
14. **Notices:** To be given in writing either delivered or by post or by cable or by telegram to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also so far as applicable to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

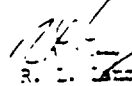
TURNERS ASBESTOS FIBRES LIMITED,



Director.

Accepted on behalf of Buyers:

CERAM-TEC PRODUCTS CORPORATION



R. L. Lee
Vice President - Pipe Division

CIF

CONTRACT for the sale of ASBESTOS FIBRE

N^o 60

Date 2nd December 62.

TURNERS ASBESTOS FIBRES LIMITED.

FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND Sellers

agree to sell and ~~CERTAIN-TYPE~~ PRODUCTS CORPORATION,
LEA BUILDING,
AMBLER,
PENNSYLVANIA,
U.S.A.

Buyers agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2,000 lb net weight.
and Quantity:

Griqualand Blue S3 - 800 tons (eight hundred)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb net weight F.o.b. South African Port.

Griqualand Blue S3 @ £70. 0. Od. (seventy pounds)

The prices shown above is, are in Sterling or, at the option of the Sellers as provided below in the currency of either Southern Rhodesia or the Republic of South Africa and is are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1963. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the prices mentioned in this contract and charging in lieu thereof the prices ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. **Terms:** Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification, in the currency of

Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.

the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers

By telegraphic transfer against presentation of shipping documents.

Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. **Freight:** the above prices are based upon freight rates as follows —

Per ton of 2,240 lb gross weight

Freight to be prepaid by Sellers and charged to Buyers.

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty, tax or similar imposition in respect of the goods to be for account of Buyers.

5. **Insurance:** The above prices are based upon a marine insurance rate of

Insurance to be charged to Buyers at current rates.

per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. War risks and other kindred exceptional risks are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request, and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against any loss from any such cause shall fall to Buyers.

6. **Shipment:** It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply.

7. **Period of Shipment:** Between 1st January 1965 and 31st December 1965.

8. Cost of Discharging: For account of Buyers

9. Advices of Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery or cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General Conditions: (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

(a) In the event of any prohibition being placed on the export of asbestos

(b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea

(c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.

(d) In the event of fire or destruction of mining materials or warehouses or store sheds.

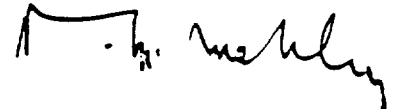
(e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators, one to be appointed by each party to the reference, or their Umpire pursuant to the Arbitration Acts, 1889 to 1950.
14. **Notices:** To be given in writing (either delivered or by post or by cable or by telegram) to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply.
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

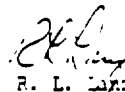
TURNERS ACQUISITION FIBRES LIMITED,



Director.

Accepted on behalf of Buyers:

CERAM-TEC PRODUCTS CORPORATION



R. L. LUTZ
Vice President - Pipe Division



TURNERS ASBESTOS FIBRES LIMITED

(TURNER & NEWALL LIMITED)

Telephone
Central 0334

STD Code
041 CEN 0334

Faulkner House, Faulkner Street
Manchester 1, England

Telex 66560

Telegrams
Vulcanston Manchester

Code Bentley's Second

DNH/VFH

Certain-teed Products Corporation,
Lea Building,
Ambler,
Pennsylvania 19002,
U.S.A.

Monday,
14th December,
1964.

Dear Sirs,

We have received a letter to-day from the suppliers of Kuruman Cape Blue, informing us that the Mine has agreed to make this fibre available at the 1964 price of £62. 9. Od. while any possible further supplies of this grade during 1965 would have to be invoiced at the new F.o.b. price of £67. 0. Od. per short ton.

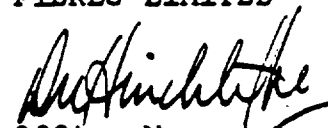
They have sent us their sale note for this shipment and we are enclosing a copy of their general terms and conditions which should be read in conjunction with our official contract form No.514.

They understand that apart from a two inch wide horizontal stripe in red, no further bag markings are required and they have instructed the Mine accordingly.

The consignment has been booked for shipment to Philadelphia on the s.s. "AFRICAN COMET" from Cape Town where the vessel is at present due to sail on or about 31st December 1964.

Yours faithfully,

for TURNERS ASBESTOS FIBRES LIMITED


Office Manager

Enc.

RECEIVED DEC 10 1964

Certain-teed Products Corporation

120 EAST LANCASTER AVENUE
ARDMORE, PENNSYLVANIA

December 15, 1964

OVERSEAS AIRMAIL

Turners Asbestos Fibres Limited
Faulkner House
Faulkner Street
Manchester 1, England

Gentlemen:

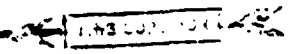
At the request of Mr. R. L. Lanz, Vice President-Manufacturing of our Pipe Division at Ambler, Pennsylvania, we are enclosing herewith a signed copy of Contracts Nos. 48, 49 and 50, all dated December 2, 1964 for the sale of asbestos fibers referred to therein.

Yours very truly,

Arthur O. Graves,
Secretary

AOG:ph
encls.

bl. cc: R. L. Lanz - Ambler
J. J. Durkin - Ambler



Certain-teed Products Corporation

120 EAST LANCASTER AVENUE - ARDMORE, PENNSYLVANIA 19003



December 30, 1965

AIR MAIL

Turners Asbestos Fibres Limited
Faulkner House
Faulkner Street
Manchester 1, England

Gentlemen:

At the request of Mr. R. L. Lanz, Vice President-Manufacturing of our Pipe Division at Ambler, Pennsylvania, we are enclosing herewith a signed copy of Contract No. 77 dated December 21, 1965, and signed copies of Contracts No. 78 and No. 79, both dated December 22, 1965, for the sale of asbestos fibers referred to therein.

Yours very truly,

Charles E. DeLong
Secretary and
Resident Counsel

CED:ph

bl. cc: R. L. Lanz - Ambler
J. J. Durkin - Ambler

125-1031-100

Ardmore Legal

December 30, 1965

Ambler Pipe Admin.

Mr. C. E. DeLong

T.A.F. Fiber Contract Nos. 77, 78 & 79

R. L. Lenz - kt

R. L. Lenz
kt

cc: Mr. J. J. Durkin - Ambler Purchasing ✓

Attached you will find the signed originals of Contracts No. 77, 78 and 79 with Turners Asbestos Fibres Limited. I've signed these contracts and have turned a copy of each over to Mr. Durkin for his files.

Mr. Durkin and I have checked these contracts and have approved the quantities and prices. If they meet with your approval, will you please forward to Turners Asbestos Fibres Limited.

Atts.



TURNERS ASBESTOS FIBRES LIMITED

(TURNER & NEWALL LIMITED)

Telephone
Central 0334

S.T.D. Code
061 CEN 0334

Faulkner House, Faulkner Street
Manchester 1, England

Telex 66560

Telegrams
Valhalla Manchester
Code Bentley's Second

AS/SAB

Friday,
25th February,
1966

Certain-teed Products Corporation,
Lea Building,
Ambler,
Pennsylvania,
U.S.A.

Dear Sirs,

Asbestos Fibre Grade KCB/R3

Now that we have had the opportunity of checking our costs for supplying the above grade of fibre we find that the price should be £79.11.6d. C.i.f. Atlantic Port and trust that you will arrange to amend the price quoted on our Contracts numbered 79 and 101.

Three shipments of the fibre have already been made and we enclose our Debit Note to cover the difference in price.

Yours faithfully,

for TURNERS ASBESTOS FIBRES LTD.

Enc.

Archers

March 3, 1966

Division Purchasing

Mr. T. P. Merical

ASBESTOS FIBER EC2-R3 PRICE ADJUSTMENT

J. J. Durkin/anh

cc: Mr. R. L. Luns
Mr. C. R. Meek

In figuring our standard cost for 1966 on EC2-R3 we used an estimated cost quoted by Turners Asbestos Fibres in their letter of October 14, 1965 of £79.11.6d C.I.F. Atlantic Port, subject to an adjustment up or down. We have received a notice from Turners Asbestos Fibres Ltd. dated February 25 stating that they have now checked their cost for supplying this grade and find the price should be £79.11.6d C.I.F. Atlantic Port which is an increase of 2 shillings per ton or approximately 23 cents per ton in U. S. Funds. This increase will apply to the 1,000 tons on our 1966 contract.



TURNERS ASBESTOS FIBRES LIMITED

(TURNER & NEWALL LIMITED)

Telephone
Central 0334

S.T.D. Code
061 CEN 0334

Faulkner House, Faulkner Street
Manchester 1, England

Telex 66360

Telegrams
Valhalla Manchester
Code Bentley's Second

Our Ref: A/

Certain-teed Products Corporation,
Lea Building,
Ambler,
Pennsylvania, U.S.A.

22nd December 1965

Dear Sirs,

We have pleasure in enclosing our Contract No. 77
for the supply of Asbestos Fibre in accordance with your
instructions. Will you please return one copy duly signed at
your convenience.

RECEIVED

DEC 27 1965

Yours faithfully,

For TURNERS ASBESTOS FIBRES LIMITED

Enc.

CIF .

CONTRACT for the sale of ASBESTOS FIBRE

No. 77

Date 21st December 1965

TURNERS ASBESTOS FIBRES LIMITED,

FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)

agree to sell and **CENTAIN-TEED PRODUCTS CORPORATION,**
LEA BUILDING,
AMBLER,
PENNSYLVANIA,
U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions:

1. Description Asbestos Fibre in tons of 2 000 lb. net weight.
and Quantity:

TA/K - 4,000 sh/tons (four thousand)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the quantities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight C.i.f. U.C. Atlantic Port

TA/K G £77.1.0d. (Seventy seven pounds one shilling)

The prices shown above is in Sterling or, at the option of the Sellers as provided in the currency of either Southern Rhodesia or the Republic of South Africa and is based on the conditions ruling at the date of this contract, and the Sellers are not to bind themselves to any fixed prices to be applicable to shipments during the contract. The Sellers shall therefore have the right, at any time during the continuance of the contract, to notify the Buyers of increased prices (which will become applicable to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the prices mentioned in this contract and charging in lieu of the prices ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within the contract.

3. Terms: Prompt net cash in Sterling in London or (at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification) in the currency of

Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.

the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers.

By telegraphic transfer against presentation of shipping documents. Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. Freight: the above price(s) is are based upon freight rates as follows —

Per ton of 2,240 lb gross weight.

For T1/X U.C. \$27.5 (twenty seven point seven five)

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty, tax or similar imposition in respect of the goods to be for account of Buyers.

5. Insurance: The above price(s) is are based upon a marine insurance rate of 2/3d. (two shillings and threepence) + 9d. War Risk

per cent and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. ~~War risks and other hundred exceptional risks are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request; and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against, no loss from any such cause shall fall to Buyers.~~

6. Shipment: It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions either periodically or at or towards the beginning of the contract year; so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply.

7. Period of Shipment:

During 1966.

8. Cost of Discharging: For account of Buyers

9. Advices of Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom

10. Special Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General Conditions: (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events —

(a) In the event of any prohibition being placed on the export of asbestos

(b) In the event of any deliveries being delayed or prevented by want of transport or raiage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea

(c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.

(d) In the event of fire or destruction of mining materials or warehouses or store sheds

(e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators one to be appointed by each party to the reference or their Umpire pursuant to the Arbitration Acts, 1889 to 1950
14. **Notices:** To be given in writing either delivered or by post or by cable or by telegram to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

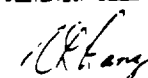
TURNERS ASBESTOS FIBRES LIMITED,



Director.

Accepted on behalf of Buyers:

CERTAIN-TEED PRODUCTS CORPORATION



Vice President
Pipe Division

CONTRACT for the sale of ASBESTOS FIBRE

No. 78

Date 22nd December 1965

TURNERS ASBESTOS FIBRES LIMITED,

FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers.)

agree to sell and **CERTAIN-TEED PRODUCTS CORPORATION,**
LEA BUILDINGS,
AMBLER,
PENNSYLVANIA,
U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions.

1. Description Asbestos Fibre in tons of 2,000 lb net weight.
and Quantity:

Griqualand "S" - 1,800 tons (one thousand eight hundred)

Delivery of the quantities shewn above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight C.i.f. Atlantic Port

Griqualand "S" @ £78.1.0d. (seventy eight pounds one shilling)

The price(s) shewn above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1966. The Sellers shall therefore have the right, at any time during the continuance of this contract to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. Terms: Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification, in the currency of

Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers

the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers

By telegraphic transfer against presentation of shipping documents. Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. Freight: the above price(s) is/are based upon freight rates as follows:—

Per ton of 2,240 lb gross weight.

for Griqualand "S" - \$27.75 (twenty seven point seven five)

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty tax or similar imposition in respect of the goods to be for account of Buyers.

5. Insurance: The above price(s) is/are based upon a marine insurance rate of 2/3d. (two shillings and threepence) + 9d. War Risk

per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. ~~War risks and other hundred exceptions are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against any loss from any such cause shall fall to Buyers~~

6. Shipment: It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply

During 1966.

7. Period of Shipment:

8. Cost of Discharging: For account of Buyers.

9. Advices of Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General Conditions: (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events —

- (a) In the event of any prohibition being placed on the export of asbestos
- (b) In the event of any deliveries being delayed or prevented by want of transport or raiage, or while on the road and or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
- (c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and or to port of shipment.
- (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
- (e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators, one to be appointed by each party to the reference or their Umpire pursuant to the Arbitration Acts, 1889 to 1950.
14. **Notices:** To be given in writing (either delivered or by post or by cable or by telegram) to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

TURNERS ASBESTOS FIBRES LIMITED,


Director.

Accepted on behalf of Buyers:

CERAM-TEC PRODUCTS CORPORATION


Vice President
Pipe Division



TURNERS ASBESTOS FIBRES LIMITED

(TURNER & NEWALL LIMITED)

Telephone
Central 0234

S.T.D. Code
061 CEN 0234

Faulkner House, Faulkner Street
Manchester 1, England

Telex 66360

Telegram
Valentine Manchester
Code Bm:177 : Second

Our Ref: A/

Certain-teed Products Corporation,
Lea Building,
Ambler,
Pennsylvania, U.S.A.

22nd December 1965.

Dear Sirs,

We have pleasure in enclosing our Contract No. 79
for the supply of Asbestos Fibre in accordance with your
instructions. Will you please return one copy duly signed at
your convenience.

Yours faithfully,

For TURNERS ASBESTOS FIBRES LIMITED

Enc.

8. Cost of Discharging: For account of Buyers

9. Advices of Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General Conditions: (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and, or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer stemmed or loaded at the discretion of the Sellers.

(b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

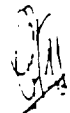
- (a) In the event of any prohibition being placed on the export of asbestos
- (b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and, or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
- (c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and, or to port of shipment.
- (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
- (e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators (one to be appointed by each party to the reference) or their Umpire pursuant to the Arbitration Acts, 1889 to 1950
14. **Notices:** To be given in writing (either delivered or by post or by cable or by telegram) to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

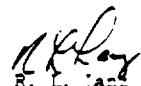
TURNERS ASBESTOS FIBRES LIMITED,



Director.

Accepted on behalf of Buyers:

CERTAIN-TEED PRODUCTS CORPORATION
PIPE DIVISION



R. L. Lant
Vice President

OUR CONTRACT NO. 38

TAF Contract Nos. 77 - TA/K
78 - Criqualand S
79 - KCB-R3
101 - TA/K
101 - KCB-R3
ASBESTOS FIBER

TURNERS ASBESTOS FIBRES LIMITED

Lea Building

Ambler, Pa.

For year 1966

Completed

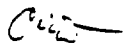
January 5, 1967

Mr. Michael Howe
Turners Asbestos Fibres Ltd.
Faulkner House, Faulkner Street
Manchester 1, England

Dear Mr. Howe:

Enclosed herewith are fully executed
copies of contracts No. 35 and No. 36 for the
purchase of TA/K and Griqualand "S" fibres
from your company during 1967.

Very truly yours,


Charles E. DeLong
Secretary

CED:kh
Enc.

bl.cc: Mr. C. R. Hutchcroft-Ambler 45 (with copies of contracts)
Mr. J. J. Durkin - Ambler 45

← THIS COPY FOR →

Ardmore

Mr. C. E. DeLong

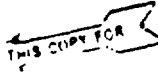
Ambler R&D

December 22, 1966

C. R. Hutchcroft/jf c.7⁴

Blue Asbestos Fibre
Contracts Nos. 35 & 36

cc: Mr. J. J. Durkin



Attached are an original and one copy of each signed contract No. 35 and No. 36 relating to TA/K and Griqualand S supplies for 1967 with Turners Asbestos Fibres Ltd. Mr. Durkin and I have checked the contract and approved the quantity and prices.

If these meet with your approval, will you please sign all copies? Please send the originals to:

Mr. Michael Howe
Turners Asbestos Fibres Ltd.
Faulkner House, Faulkner Street
Manchester 1, ENGLAND

Please return the copies to me.

Atts.

CIF

CONTRACT for the sale of ASBESTOS FIBRE

No. 35

Date 30th November 1966

TURNERS ASBESTOS FIBRES LIMITED. (TURNER & NEWALL LTD.)
FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)

agree to sell and ~~CERTAIN-TED~~ PRODUCTS CORPORATION,
LEA BUILDINGS,
AMELER,
PENNSYLVANIA,
U.S.A.

Buyers agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2000 lb. net weight.
and Quantity:

TA/K - 3,800 tons (three thousand eight hundred)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2000 lb. net weight. C.i.f. U.S. Atlantic Port
TA/K @ £70. 2.0d. (seventy eight pounds two shillings)
At present rate of exchange.
(based on a price of R.138.00 per ton F.o.b.)

The prices shown above are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1967. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the prices mentioned in this contract and charging in lieu thereof the prices ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. **Terms:** Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of
- Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers
- the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers.

By telegraphic transfer against presentation of shipping documents. Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. **Freight:** the above prices are based upon freight rates as follows —
- Per ton of 2,240 lb. gross weight

U.S. \$27.75 (twenty seven point seventy five)

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty, tax or similar imposition in respect of the goods to be for account of Buyers.

5. **Insurance:** The above prices are based upon a marine insurance rate of **2/3d. (two shillings and threepence) + 9d. War Risk.** per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. ~~War risks and other risks are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against, the loss will be for account of Buyers.~~

6. **Shipment:** It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions either periodically or at or towards the beginning of the contract year, so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply.

7. **Period of Shipment:** **During 1967.**

8. Cost of Discharging: For account of Buyers

9. Advices of Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery or cables or other communications concerning shipments either addressed to or sent by Sellers, however caused Sellers shall not be responsible for any consequences arising therefrom

10. Special Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state

11. General Conditions:

- a. Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers
- b. If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

- a. In the event of any prohibition being placed on the export of asbestos
- b. In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading by force majeure or by causes arising from disaster on land, river, or sea
- c. In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.
- d. In the event of fire or destruction of mining materials or warehouses or store sheds.
- e. In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators one to be appointed by each party to the reference or their Umpire pursuant to the Arbitration Acts, 1889 to 1950.
14. **Notices:** To be given in writing (either delivered or by post or by cable or by telegram) to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also so far as applicable to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

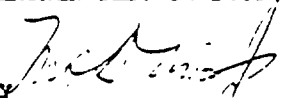
Accepted on behalf of Sellers:

TURNERS ASBESTOS FIBRES LIMITED,


Director.

Accepted on behalf of Buyers:

CERTAIN-TECH PRODUCTS CORPORATION

By 

VICE PRESIDENT

CIF

CONTRACT for the sale of ASBESTOS FIBRE

No. 36

Date 30th November 1956

TURNERS ASBESTOS FIBRES LIMITED. (TURNER & NEWALL LTD.)
FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)

agree to sell and CERTAIN-TEED PRODUCTS CORPORATION,
LEA BUILDING,
ABELL,
PENNSYLVANIA,
U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2000 lb. net weight.
and Quantity:

Griqualand "S" - 1,000 tons (one thousand)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2000 lb. net weight. C.i.f. Atlantic Port

Griqualand "S" @ £78.2.0d. (seventy eight pounds two shillings)

At present rates of exchange

(based on a price of R.138.00 per short ton F.o.b.)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of either Southern Rhodesia or the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1957. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

- 3. Terms:** Prompt net cash in sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification) in the currency of
- Southern Rhodesia (for sales of Rhodesian asbestos) in London or Bulawayo at the option of the Sellers.
- the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers.

By telegraphic transfer against presentation of shipping documents. Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

- 4. Freight:** the above price(s) is/are based upon freight rates as follows —
- Per ton of 2,240 lb gross weight.

U.S. \$27.75 (twenty seven point seventy five)

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty tax or similar imposition in respect of the goods to be for account of Buyers.

- 5. Insurance:** The above price(s) is/are based upon a marine insurance rate of **2/3d. (two shillings and threepence)** + **9d. War Risk** per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. ~~War risks and other named exceptional risks are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against any loss from any such cause shall fall to Buyers.~~

- 6. Shipment:** It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply.

- 7. Period of Shipment:** **During 1967.**

8. Cost of Discharging: For account of Buyers

9. Advices of Shipment: Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special Conditions: It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state.

11. General Conditions: (a) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried, or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

b) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and, or cancel the balance of the contract.

12. Exceptions: Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

- (a) In the event of any prohibition being placed on the export of asbestos.
- (b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
- (c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.
- (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
- (e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators one to be appointed by each party to the reference or their Umpire pursuant to the Arbitration Acts, 1889 to 1950
14. **Notices:** To be given in writing (either delivered or by post or by cable or by telegram) to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

TURNERS ASBESTOS FIBRES LIMITED,


Director.

Accepted on behalf of Buyers:

CERTAIN-TEED PRODUCTS CORPORATION

By 
VICE PRESIDENT.

OUR CONTRACT NO. 55

TAP Contract Nos. 35 - TA/X
36 - Criqualand S

ASBESTOS FIBER

TURNERS ASBESTOS FIBRES LIMITED

Broad Axe Offices
Ambler, Pa.

For year 1967

*Completed
by (initials) #67*

Copy Letter from
TURNERS ASBESTOS FIBRES LIMITED

JHS/JLS

Thursday,
28th December,
1967.

Mr. Clyde W. Hutchcroft,
Certain Products Corporation,
Pipe Division,
Broad Axe Offices,
25 Shippack Pike,
Ambler,
Pennsylvania 19002,
U.S.A.

Dear Mr. Hutchcroft,

In the absence of Mr. Howe from the office I am replying to your letter of 7th December concerning Clause 11a of our Contract which you say you are not too happy about.

I would hasten to assure you that there was no sinister intent behind the introduction of this clause and, if you will read it in the light of the explanation which follows, I think you will see that there is nothing in it which diminishes in any way our fundamental responsibility as suppliers of fibre, namely, that the quality of the fibre shipped shall correspond to the quality of the sample or trial tonnage originally approved by the customer, failing which the customer has grounds for complaint.

Our responsibility ends there, however. The uses to which asbestos can be put are many and varied and, although we can suggest a fibre for a particular use and make recommendations generally, there can be no question of our giving a guarantee that a particular grade is suitable for any purpose to which the buyer may choose to put it. To give you just one example. RA/K is a good drainage fibre and can be recommended for use in the manufacture of pressure pipe. But we cannot be held liable if a buyer over-treats this fibre in such a way as to ruin its filterability or uses an unduly high proportion of it in the furnish with prejudicial effects on the quality of the pipe. Carrying this example further you will understand that the sentence regarding "consequential loss" covers us against any claims which might

Contd.

- 2 -

Mr. Clyde A. Hutchcroft.

28th December 1944.

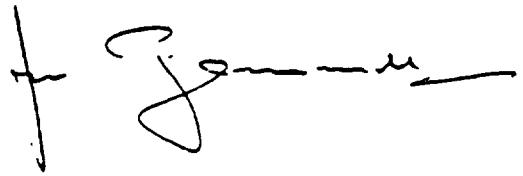
arise should the hypothetical pipe, just mentioned, fail in service. It is made from our fibre yes, but it is no affair of ours if the fibre is either used wrongly or in wrong grade is used, to say nothing of possible faults in the manufacturing process.

There is, of course, the possibility that product quality may be adversely affected because of a deterioration in the quality of fibre supplied but the onus of checking the quality of each shipment against a control sample, I think you will agree, rests upon the buyer.

As our contract stood we had no protection from claims arising in the circumstances referred to. As it was felt by the U.S.A. Legal Department it would be only prudent to be on the safe side by inserting the new wording.

I trust our position in this matter is clear but if you still have some doubts about the legal interpretation of clause 11a (as opposed to our intention in introducing it), please do let us know.

Yours sincerely,



c.c. Mr. M. S. Davis
Mr. M. J. Durkin

December 7, 1967

Mr. Michael Howe
Turners Asbestos Fibres Ltd.
Faulkner House, Faulkner Street
Manchester 1, England

Dear Mr. Howe:

Attached hereto are the original copies of Fibre Contracts 8 and 9 for TA/E and Griqualand S Blue Fibre for shipment during 1968. We have held the copies.

The addition of Paragraph 11a has been noted in the new contract, and it has caused us some concern. It is appreciated that there is no agreed upon specification between us for either TA/E or Griqualand S nor do we propose one at present. But if the fibre to be received during 1968 were to appreciably deteriorate in quality, our Factories would quickly draw the fact to our attention, and in turn we would be asking you for correction. As Paragraph 11a now stands, it would indicate no redress to us. Perhaps that was not your intention. Our relationships with you in the past have certainly shown a very responsible attitude on your part in regard to quality.

Possibly you would care to reassure us on this point for 1968, and reconsider for 1969 the omission or change of Paragraph 11a.

Very truly yours,

CRH

Clyde R. Butchcroft

CRH:jf
Att.

cc: Mr. M. S. Davis
Mr. J. J. Durkin



Broad Axe

Ambler R2D

Mr. M. S. Davis, Jr.

December 6, 1967

C. R. Hutchcroft/jf (RE)

Blue Asbestos Fiber Contracts for 1968

cc: Mr. J. J. Durkin

1-5 COPY FOR

Attached are Contracts 8 and 9 with Turners Asbestos Fibres Limited for our supply of TA/K and Grigqualand S Blue fiber for 1968. A Xerox copy of Contract 8 has been sent to Mr. DeLong for his file.

Also attached is a copy of the letter I propose to send Mr. Michael Howe of TAF in returning the signed contract to him. If you approve of the contract and my letter, will you please sign all four copies of the contract and return them to me. I will send the original back to Mr. Howe and the copy to Mr. Durkin.

I have taken exception to Paragraph 11(a) which states there is no warranty as to quality except where specifically agreed. It was not in last year's contract. Due to our past relationship with TAF and to their known integrity, it is doubtful if we are taking much risk in 1968. But I'd like to call it to their attention to at least draw a letter of quality intent from them for 1968 and to possibly get them to make a modification for the 1969 contract.

If you would be so kind, would you please return these as quickly as possible. Mr. Durkin is holding his January orders and arrangements for shipment pending the sending them of the signed contracts.

Att.

CIF

CONTRACT for the sale of ASBESTOS FIBRE

No. 8

Date 30th November 19 67

TURNERS ASBESTOS FIBRES LIMITED, (TURNER & NEWALL Ltd.)
FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers:

agree to sell and CERTAIN-TEED PRODUCTS CORPORATION,
BROAD AVE OFFICES,
25 SKIFFACK PIKE,
ANDLER, PENNSYLVANIA,
U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions.

1. Description Asbestos Fibre in tons of 2,000 lb. net weight.
and Quantity: TA/K - 5,800 tons (five thousand eight hundred)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight. C.i.f. U.S. Atlantic Port
TA/K £ 91. 3. Od. (ninety one pounds three shillings)
(Based on a price of £138.00 per short ton F.o.b.)

At present rate of exchange.

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1968. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. **Terms:** Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of the Republic of South Africa for sales of asbestos from the Union of South Africa or Swaziland in London or Johannesburg at the option of the Sellers.

By telegraphic transfer against presentation of shipping documents. Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. **Freight:** the above price(s) is/are based upon freight rates as follows —
Per ton of 2,240 lb gross weight.
U.S. \$27.75 (twenty seven point seven five)

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty, tax or similar imposition in respect of the goods to be for account of Buyers

5. **Insurance:** The above price(s) is/are based upon a marine insurance rate of
2/3d. (two shillings and threepence)
+ 9d. War Risk

per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. ~~War risks and other war-related exceptional risks are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against any loss from any such cause shall fall to Buyers.~~ *hmm*

6. **Shipment:** It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions either periodically or at or towards the beginning of the contract year so as to give the Sellers ample time to arrange shipments on this basis

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply

7. **Period of Shipment:** During 1968.

8. **Cost of Discharging:** For account of Buyers.

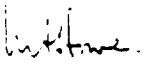
9. **Advices of Shipment:** Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.
10. **Special Conditions:** It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state, without the express permission of the sellers.
11. **General Conditions:**
- a. Any warranties or conditions, statutory or otherwise, as to quality or fitness for any purpose are excluded except where specifically agreed. Claims in respect of consequential loss, howsoever arising, are not accepted. Where sale is with a certificate of quality supplied by an independent inspection authority the certificate, the charge for which is payable by the Buyer, shall be conclusive as to the matters certified.
 - (b) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.
 - c. If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.
12. **Exceptions:** Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—
- a. In the event of any prohibition being placed on the export or shipment of asbestos.
 - b. In the event of any deliveries being delayed or prevented by want of transport or ramage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
 - c. In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.
 - (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
 - e. In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

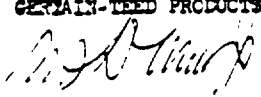
13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators one to be appointed by each party to the reference or their Umpire pursuant to the Arbitration Acts, 1889 to 1950
14. **Notices:** To be given in writing (either delivered or by post or by cable or by telegram) to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply.
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

TURNERS ASBESTOS FIBRES LIMITED


Director.

Accepted on behalf of Buyers:

CERTAIN-TEED PRODUCTS CORPORATION

M. S. Davis, Jr.
Vice President

CIF

CONTRACT for the sale of ASBESTOS FIBRE

No. 9

Date 30th November 19 67

TURNERS ASBESTOS FIBRES LIMITED, (TURNER & NEWALL Ltd.)
FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)

agree to sell and CERTAIN-TEED PRODUCTS CORPORATION,
BROAD AVE OFFICES,
25 BALTIC PACK PIKE,
ATLANTA,
PENNSYLVANIA, U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2,000 lb. net weight.
and Quantity:

Criqualand Blue "S" - 600 tons (six hundred)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the quantities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight. C.i.f. U.S. Atlantic Port
Criqualand S C £92. 3. Od. (ninety two pounds three shillings)
At present rate of exchange
(Based on a price of R132.00 per short ton F.o.b.)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1968. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. **Terms:** Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of the Republic of South Africa (for sales of asbestos from the Union of South Africa or Swaziland) in London or Johannesburg at the option of the Sellers.

By telegraphic transfer against presentation of shipping documents. Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. **Freight:** the above price(s) is/are based upon freight rates as follows:—

Per ton of 2,240 lb. gross weight.

U.S. \$30.50 (thirty point fifty)

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty, tax or similar imposition in respect of the goods to be for account of Buyers.

5. **Insurance:** The above price(s) is/are based upon a marine insurance rate of 2/3d. (two shillings and threepence) + 9d. War Risk.

per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. ~~War risks and other hundred exceptions rate are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against any loss from any such cause shall fall to Buyers.~~ *hmm*

6. **Shipment:** It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply.

7. **Period of Shipment:** During 1968

8. **Cost of Discharging:** For account of Buyers.

• **Advices of shipment:**

Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery or causes or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. Special Conditions:

It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state without the express permission of the Sellers.

11. General Conditions:

a. Any warranties or conditions, statutory or otherwise, as to quality or fitness for any purpose are excluded except where specifically agreed. Claims in respect of consequential loss, howsoever arising, are not accepted. Where sale is with a certificate of quality supplied by an independent inspection authority the certificate, the charge for which is payable by the Buyer, shall be conclusive as to the matters certified.

(b) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer stemmed or loaded at the discretion of the Sellers.

(c) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. Exceptions:

Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

- a) In the event of any prohibition being placed on the export or shipment of asbestos
- b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
- c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.
- d) In the event of fire or destruction of mining materials or warehouses or store sheds.
- e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators one to be appointed by each party to the reference or their Umpire pursuant to the Arbitration Acts, 1889 to 1950.
14. **Notices:** To be given in writing (either delivered or by post or by cable or by telegram) to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

TURNERS ASBESTOS FIBRES LIMITED,

W. J. Shaw
Director.

Accepted on behalf of Buyers:

~~CERTAIN-TEED~~ PRODUCTS CORPORATION
M. J. Davis, Jr.
M. J. Davis, Jr.
Vice President.

CONTRACT NO. 67

TAF Contract Nos. 8 - TA/K
9 - Griqualand Blue "S"

ASBESTOS FIBER

TURNERS ASBESTOS FIBRES LIMITED

Broad Axe Offices
Ambler, Pa.

For Year 1968

Replaced by Contract "87"

CONTRACT FOR THE PURCHASE OF ASBESTOS FIBRE

Ref. No 6902

Date 20th December 1966.

Certain-Teed Products Corporation
of Ambler, Pennsylvania, U.S.A.

hereinafter called the Buyers offer to purchase from

Messrs. Dgnep (Pty) Ltd.

of Burlington House, 22, Rissik Street, Johannesburg, South Africa,

hereinafter called the Sellers, the following goods at the following
prices, and on the conditions stated overleaf.

Description and Quantity :—Asbestos Fibre in tons of 2,000 lb. nett weight.

Tons

Grade

1.10

Asbestos Grade S33

Price :—Per 2,000 lb. ton nett.

Grade

Price

S33

U.S. \$165.15

Currency United States Dollars

~~MADE IN AFRICA~~ C.I.F. Atlantic Coast Port

Press packed and palletised Messian
elastic laminate Bags extra at \$5.00 per short ton each and non-returnable.

(bags per ton).

Signature of Buyers :

CERTAIN-TEED PRODUCTS CORPORATION
Pipe Division

J. G. Durkin
J. G. Durkin
Purchasing Agent

Date: January 10, 1969

Accepted on behalf of Sellers :

[Signature]

Date: 21/1/69

Certain-teed Products Corporation**TO (LOCATION) :** Broad Axe**FROM (LOCATION) :** Ft. Wash. Tech. Serv.**ATTENTION OF :** Mr. J. J. Durkin**DATE :** January 10, 1969**SUBJECT :** Egnep Contract Ten
Ton Amosite 533**DICTATED BY :** C. R. Hutchcroft/11 C.R.H.**ANSWERING YOURS :**

I have looked at this contract and found nothing harmful to us in it. It would appear satisfactory to sign it. All in all, however, it seems to be a lot of motion for a small result. All is returned herewith. I have made copies for our file.



TURNERS ASBESTOS FIBRES LIMITED

(TURNER & NEWALL LIMITED)

Telephone
Central 0334

S.T.D. Code
061 CEN 0334

Faulkner House, Faulkner Street
Manchester 1, England

Telex 66360

Telegrams
Vulberton Manchester

Code Bentley's Second

TLP/RB

Certain-teed Products Corporation,
Broad Axe Offices,
25 Skippack Pike,
Ambler,
Pennsylvania, U.S.A.

Friday,
20th December,
1968.

For the attention of Mr. J. J. Durkin

Dear Sirs,

We refer to the exchange of cables between us concerning your order No. PD649 for 10 tons of Cape Amosite grade S33, and confirm that we have arranged with Cape Asbestos Fibres Ltd. for this to be supplied to you at the price of U.S.\$165.15 if shipped in January, or U.S.\$167.65 if shipped after the 31st January, per short ton C.i.f. Philadelphia. This fibre will be pressure-packed.

To avoid Exchange Control difficulties, the best procedure is for EGNEP, the suppliers in South Africa to quote you formally, and for your order to be in their favour. Payment should be direct to them. We will send you the formal quotation, and if you would then let us have the order in favour of EGNEP, we will pass it on. In the meantime the matter is in hand and the fibre has been reserved, so these formalities will not cause any delay. We have asked Cape to arrange shipment in January if possible.

For future reference, it is possible to obtain this fibre palletised as well as pressure-packed, and the charge for pallets is \$8.00 per short ton. Orders, however, must be for multiples of 36 tons, as this is the capacity of the railway waggons.

Yours faithfully,

for TURNERS ASBESTOS FIBRES LIMITED



TURNERS ASBESTOS FIBRES LIMITED

(TURNER & NEWALL LIMITED)

Telephone
Central 0334

S.T.D. Code
061 CEN 0334

TLP/RB

Faulkner House, Faulkner Street
Manchester 1, England

Telex 66560

Telegrams
Vulcania Manchester

Code Bentley's Second
Monday,
30th December,
1968.

Certain-teed Products Corporation,
Broad Axe Offices,
25 Skippack Pike,
Ambler,
Pennsylvania, U.S.A.

For the attention of Mr. J. J. Durkin

Dear Sirs,

Further to our letter of 20th December, we now have pleasure in enclosing Egnep (Pty) Ltd's Contract No.6902 covering 10 tons of Amosite grade S33. You will note that the copies have been numbered in the bottom right hand corner. Would you please sign copies 1 and 2 and return these to us, retaining copy 3 for your files. When copy 1 has been signed by Egnep (Pty) Ltd. we will return it to you.

Yours faithfully,

for TURNERS ASBESTOS FIBRES LIMITED

Enc.

JAN 8 1969



NORTH AMERICAN ASBESTOS CORPORATION

200 SOUTH MICHIGAN AVENUE, CHICAGO, ILLINOIS 60604 • PHONE: (312) 222-7435 • CABLES: NORAMCO, CHICAGO

Mr. J. J. Durkin, Purchasing Agent,
Certain-Teed Products Corporation,
Pipe Division,
Maple and Wissahickon Avenue,
Ambler, Pennsylvania.

27th
January
1969

Dear Mr. Durkin,

On behalf of our associates in London, we enclose here-
with duly signed and executed original of Contract No.
6902, covering 10 tons Grade S33 Amosite Fiber.

Your office will be advised further when actual shipment
is made.

Very truly yours,

NORTH AMERICAN ASBESTOS CORPORATION

R. E. Cuyler /sr
President

RECryor:bt
enc.

NAAC

January 10, 1969

Turners Asbestos Fibres Ltd.
Faulkner House
Faulkner Street
Manchester 1, ENGLAND

Gentlemen:

REF: Your letter December 30, 1969 - TLP/RB

Attached you will please find our purchase order No. PD-820 covering 10 tons of Amosite Grade S33 asbestos fiber made out to Egnep (Pty.) Ltd. as requested in your letter of December 30. We are also attaching signed contract copies 1 and 2 covering this purchase. We have retained copy #3 for our files, and we understand you will have copy #1 returned to us when it is properly executed. This cancels and replaces our PD-649 dated 12/10/63 to Turners Asbestos Fibres Ltd.

Very truly yours,

CERTAIN-FRED PRODUCTS CORPORATION

J. J. Durkin
Purchasing Agent, Pipe Division

JJD/sml

Encl.

CONTRACT NO. 86

Eg nep Contract No. 6902

ASBESTOS FIBER

EGNEP (PTY) LTD.

Broad Axe Offices
Ambler, Pa.

February 1969

Completed



TURNERS ASBESTOS FIBRES LIMITED

(TURNER & NEWALL LIMITED)

Telephone
Central 0334

S.T.D. Code
061 CEN 0334

Faulkner House, Faulkner Street
Manchester 1, England

Telex 66560

Telegrams
Vulbeston Manchester
Code Bentley's Second

SCM/SAB

Certain-teed Products Corporation,
Broad Axe Offices,
25 Skippack Pike,
Ambler,
Pennsylvania
U.S.A.

Friday
18th July,
1969

For the Attention of Mr. J. J. Durkin

Purchasing Department.

Dear Sirs,

We thank you for your letter dated 14th July and as arranged, we have transferred 1,000 tons from grade TA/K to BT/AD.

Your shipping schedule for the months of August and September have been revised in accordance with your instructions.

Yours faithfully,
for TURNERS ASBESTOS FIBRES LIMITED,

July 24, 1969

Mr. Michael P. Howe
Turners Asbestos Fibres Limited
(Turner and Newall Limited)
Faulkner House, Faulkner St.
Manchester 1, England

Dear Mr. Howe:

It will be satisfactory to decrease the amount of TA/X for 1969 by 1000 tons and to increase the amount of BT/AD by the same amount as requested in your letter of July 7, 1969. You will be advised of the date of release, and the quantities and the ports to which the fibre is to be shipped through Mr. Durkin.

Yours truly,

C. R. Hutchcroft

C. R. Hutchcroft
Technical Materials Manager

CPH:vmk

cc: Mr. R. M. Bateman

bcc: Messrs.

A. E. Alpine
R. S. Hartman
J. J. Durkin
A. I. Leff



TURNERS ASEESTOS FIBRES LIMITED

(TURNER & NEWALL LIMITED)

Telephone
Central 0134

S.T.D. Code
061 CEN 0334

Faulkner House, Faulkner Street
Manchester 1, England

Telex 66360

Telegrams
Valboston Manchester
Code Bentley's Second

MFH/VFW

Monday,
7th July,
1969.

Mr. Clyde R. Hutchcroft,
Certain-teed Products Corporation,
Pipe Division,
Broad Axe Offices,
25 Skippack Pike,
Ambler,
Pennsylvania 19002,
U.S.A.

Dear Mr. Hutchcroft,

The production of TA/K is falling behind and I am writing to enquire whether we could reduce the tonnage of TA/K for 1969 by 1,000 tons, increasing that of BT/AD by the same amount. In your letter of the 19th September 1968 you said that you would be able to accept BT/AD in place of some of the tonnage which might have been allocated to Griqualand S but, in our present difficulty, I hope very much that you can agree to this partial replacement of TA/K. As you know, the price of BT/AD is the same as that of TA/K.

It would be very helpful if you could let us have your confirmation by 25th July if at all possible.

With kind regards,

Yours sincerely,

c.c. Mr. R. M. Bateman

OK

CRH

July 11

111 10 1969

November 13, 1968

Mr. Michael Howe
Turners Asbestos Fibres Ltd.
Faulkner House, Faulkner Street
Manchester 1, England

Dear Mr. Howe:

Re: Blue Fibre Contracts Nos. 8 and 9 for 1969

Enclosed is one signed original copy each of contracts 8 and 9 for Blue Asbestos for 1969 in accordance with TAF letter of October 22, 1968.

It is possible that we will require early shipments in December, and if this is the case after reviewing our stock position, details will be handled through our Purchasing Department.

Very truly yours,

C1213

Clyde R. Hatchcroft

CRH:jb
Enclosures

cc: Mr. Malcolm Meyer
Mr. B. C. Radaker
Mr. A. E. Alpine
Mr. R. J. Hartman
Mr. J. J. Durkin (with enclosures)

Ardmore

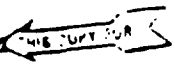
Mr. C. E. DeLong

Blue Asbestos Fiber Contracts
For 1969

Ft. Wash. Tech. Service

November 11, 1968

C. R. Hutchcroft/jb

cc: Mr. J. J. Durkin 

Attached are Xerox copies of blue fiber contracts for 1969. I have returned the original signed copy to Mr. Howe of Turners Asbestos Fibres in Manchester, England. The second copy of the original was sent to Mr. Durkin.

Att.

Broad Axe

October 30, 1968

Technical Service

Mr. B. C. Radaker

Blue Asbestos Contracts for 1969

C. R. Hutchcroft/11

cc: Mr. J. J. Durkin ← THIS COPY FOR

Attached are the original and one copy each of our 1969 contracts from Turners Asbestos Fibres for our supply of Blue asbestos fibre for 1969. The one contract is for TA/K and BT/AD as produced by T&N, and the other for Griqualand S as secured for us by TAF.

Will you please sign each of the four copies on the back page and return to me. I will send the originals back to Mr. Michael Howe of TAF, the copies to Mr. Durkin, and Xerox copies to Mr. DeLong.

The quantities are those we requested, and the three grades are acceptable to us.

Att.

CIF

CONTRACT for the sale of ASBESTOS FIBRE

No. 8

Date 22nd October 19 88

TURNERS ASBESTOS FIBRES LIMITED. (TURNER & NEWALL Ltd.)
FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)

agree to sell and **CERTAIN-TEND PRODUCTS CORPORATION**
BROAD AVE OFFICES,
25 SKILPACK PIKE,
AMBLER,
PENNSYLVANIA U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions

1. Description Asbestos Fibre in tons of 2,000 lb. net weight.
and Quantity:

TA/K - 6,400 tons (six thousand and four hundred)

BT/AD - 100 tons (one hundred)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight: C.i.f. U.S. Atlantic Port

TA/K @ £94. 3. Od. (ninety four pounds three shillings)

BT/AD @ £94. 3. Od. (ninety four pounds three shillings)

(Based on a price of R143.00 per short tons F.o.b.)

At present rate of exchange.

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 19 89. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. **Terms:** Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any shipments which have not been shipped at the date of such notification in the currency of the Republic of South Africa for sales of asbestos from the Union of South Africa or Swaziland in London or Johannesburg at the option of the Sellers.

By telegraphic transfer against presentation of shipping document Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. **Freight:** the above price(s) is/are based upon freight rates as follows —

Per ton of 2,240 lb. gross weight.

U.S. \$27.75 (twenty seven point seven five)

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty tax or similar imposition in respect of the goods to be for account of Buyers.

5. **Insurance:** The above price(s) is/are based upon a marine insurance rate of **2/3d. 6 (two shillings and three pence)** + **1/- 1. War Risk.**

per cent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. ~~War Risk and other named perils are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against, any loss from any such cause shall be for Buyers.~~

6. **Shipment:** It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions either periodically or at or towards the beginning of the contract year so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply.

7. **Period of Shipment:** **During 1969.**

8. **Cost of Discharging:** For account of Buyers

9. **Advices of Shipment:** Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery or causes or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.

10. **Special Conditions:** It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state, without the express permission of the Sellers.

11. **General Conditions:** (a) Any warranties or conditions, statutory or otherwise, as to quality or fitness for any purpose are excluded except where specifically agreed. Claims in respect of consequential loss, howsoever arising, are not accepted. Where sale is with a certificate of quality supplied by an independent inspection authority the certificate, the charge for which is payable by the Buyer, shall be conclusive as to the matters certified.

(b) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.

(c) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.

12. **Exceptions:** Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—

(a) In the event of any prohibition being placed on the export or shipment of asbestos.

(b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.

(c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.

(d) In the event of fire or destruction of mining materials or warehouses or store sheds.

(e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators one to be appointed by each party to the reference or their Umpire pursuant to the Arbitration Acts, 1889 to 1950
14. **Notices:** To be given in writing (either delivered or by post or by cable or by telegram) to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

TURNERS ASBESTOS FIBRES LIMITED,

W. H. Hume
Director.

Accepted on behalf of Buyers:

CERTAIN-TEED PRODUCTS CORPORATION.

Byron C. Richter
Byron C. Richter
Vice President

CONTRACT for the sale of ASBESTOS FIBRE

No. 9

Date 22nd October 19 68

TURNERS ASBESTOS FIBRES LIMITED, (TURNER & NEWALL Ltd.)

FAULKNER HOUSE, FAULKNER STREET, MANCHESTER 1, ENGLAND (Sellers)

agree to sell and **CERTAIN-TEED PRODUCTS CORPORATION**

BROAD LANE OFFICES,

25 SKIPPAW PIKE,

ALLEN,

PENNSYLVANIA, U.S.A.

(Buyers) agree to purchase the following goods on the following terms and conditions:

1. Description Asbestos Fibre in tons of 2,000 lb. net weight.
and Quantity:

Criqualand "S" - 200 tons (two hundred)

Delivery of the quantities shown above is contingent upon the maintenance of a rate of mining production of the qualities concerned equal to current estimates for the period of the contract. If for any reason these estimates are not maintained the quantities to be delivered under this contract may be proportionately reduced at the option of the Sellers.

2. Price: Per ton of 2,000 lb. net weight. C.i.f. U.S. Atlantic Port

Criqualand "S" @ £94.12.0d. (ninety four pounds twelve shillings)

At present rate of exchange.

(Based on a price of \$142.00 per short ton F.o.b.)

The price(s) shown above is/are in Sterling or, at the option of the Sellers as provided below, in the currency of the Republic of South Africa and is/are based on the conditions ruling at the date of this contract, and the Sellers are unable to bind themselves to any fixed prices to be applicable to shipments during the year 1969. The Sellers shall therefore have the right, at any time during the continuance of this contract, to notify the Buyers of increased prices (which will become applicable forthwith to any deliveries shipped after the date of such notification) whether such increases are caused by increased mining costs or through any other cause. In the event of the Sellers so increasing the price(s) mentioned in this contract and charging in lieu thereof the price(s) ruling at the dates of shipment, the Buyers shall have the right if they wish so to do to cancel the undelivered balances of the amounts comprised within this contract.

3. **Terms:** Prompt net cash in Sterling in London or at the option of the Sellers such option being exercisable by notification in writing or by cable by the Sellers at any time in respect of any deliveries which have not been shipped at the date of such notification in the currency of the Republic of South Africa for sales of asbestos from the Union of South Africa or Swaziland in London or Johannesburg at the option of the Sellers.

By telegraphic transfer against presentation of shipping documents Bankers charges, including cost of telegraphic transfer, to be for account of Buyers.

4. **Freight:** the above prices are based upon freight rates as follows —

Per ton of 2,240 lb. gross weight.

U.S. \$30.50 (thirty point fifty)

and Buyers are to pay or receive any difference in the rate of freight above or below that figure. All charter benefits or allowances or returns of primage to be for account of Sellers. Any demurrage incurred at port of discharge and any export or other duty tax or similar imposition in respect of the goods to be for account of Buyers.

5. **Insurance:** The above prices are based upon a marine insurance rate of 2/3d. (two shillings and threepence) + 1/- War Risk.

percent. and Buyers are to pay or receive any difference in the rate of marine insurance above or below that figure. ~~Wares and other insured cargoes, etc. are not included and the goods will not be insured against such risks unless Buyers shall in any particular case so request and in that event the premiums therefor will be for account of Buyers. If such risks are not insured against, no claim from any such cause shall be paid to Buyers.~~

6. **Shipment:** It is a condition of this Contract that instructions must be given by the Buyers for shipment thereunder during the contract year approximately equal monthly proportions or otherwise as agreed. Accordingly the Buyers shall give appropriate shipping instructions (either periodically or at or towards the beginning of the contract year) so as to give the Sellers ample time to arrange shipments on this basis.

In the event of Buyers failing (from any cause whatever) to comply with this condition the Sellers shall have the option to cancel those tonnages in respect of which up to the date of cancellation shipping instructions were not given by the Buyers in sufficient time as aforesaid.

If shipping instructions are given for approximately equal monthly shipments as aforesaid or otherwise as agreed, then the Sellers will use their best endeavours to arrange the necessary shipping facilities, but if and so far as this proves impossible for reasons beyond their control, then the provisions of Clause 12 hereof shall apply.

7. **Period of Shipment:** During 1969.

8. **Cost of Discharging:** For account of Buyers.

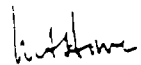
9. **Advices of Shipment:** Sellers will endeavour to give prompt notice of details of each shipment to Buyers, but in the event of any mutilation, delay in delivery or non-delivery of cables or other communications concerning shipments either addressed to or sent by Sellers, however caused, Sellers shall not be responsible for any consequences arising therefrom.
10. **Special Conditions:** It is a condition of this contract that all asbestos supplied under it shall be used by the Buyers in their own factory or factories and not re-sold by them in an unmanufactured state, without the express permission of the Sellers.
11. **General Conditions:** (a) Any warranties or conditions, statutory or otherwise, as to quality or fitness for any purpose are excluded except where specifically agreed. Claims in respect of consequential loss, howsoever arising, are not accepted. Where sale is with a certificate of quality supplied by an independent inspection authority the certificate, the charge for which is payable by the Buyer, shall be conclusive as to the matters certified.
- (b) Should any new export or other duty or navigation tax or increase in the existing duty or tax in the country of origin or port of shipment, or increase in railway charges on the African railway, and/or railways, on which the asbestos is carried or any import or other duty in the country of destination, be imposed during the continuance of this contract, increasing cost of the asbestos to Sellers, the increase shall be paid by Buyers on any shipment for which freight shall have been engaged or steamer chartered or loaded at the discretion of the Sellers.
- (c) If Buyers make default in payment or become subject to Bankruptcy Law or go into liquidation for any purpose other than reconstruction or reorganisation, Sellers may at their option withhold all or any further deliveries for such time as they think fit and/or cancel the balance of the contract.
12. **Exceptions:** Sellers shall not be responsible either for non-shipment or in the event of any deliveries being delayed or prevented for any of the following reasons, or in any of the following events:—
- (a) In the event of any prohibition being placed on the export or shipment of asbestos.
 - (b) In the event of any deliveries being delayed or prevented by want of transport or railage, or while on the road and/or railway, or during loading, by force majeure or by causes arising from disaster on land, river, or sea.
 - (c) In the event or in consequence of tempests, earthquakes, cyclones, flooding of mines, carrying away of bridges, or other cause hindering or preventing extraction from mines or transport of asbestos from mine to railway and/or to port of shipment.
 - (d) In the event of fire or destruction of mining materials or warehouses or store sheds.
 - (e) In consequence of any Act of God or the Queen's enemies, or any war, insurrection, strike or lock-out of workmen or any other cause whatsoever beyond the control of Sellers.

If stoppage of or delay in deliveries is occasioned by any of the above causes or by any other unforeseen circumstances, the deliveries affected (where they are not wholly prevented) may, at the option of the Sellers, either be cancelled in whole or in part or be wholly or partially suspended and in the case of suspension the time for deliveries agreed upon may be proportionately extended by the Sellers.

13. **Arbitration:** Any dispute arising out of this contract to be settled by arbitration in London by two Arbitrators, one to be appointed by each party to the reference, or their Umpire pursuant to the Arbitration Acts, 1989 to 1950.
14. **Notices:** To be given in writing (either delivered or by post or by cable or by telegram) to the parties at their above-mentioned addresses.
15. **English Law** This contract is made in England and English Law shall apply thereto for all purposes to apply:
16. **Application to other orders:** The terms and conditions contained in this Contract shall apply not only to all goods ordered by the Buyers thereunder but also (so far as applicable) to all goods ordered by Buyers from Sellers either by letter or any other less formal manner or ordered in accordance with the provisions of any other Agreement for the supply of asbestos fibre between Buyers and Sellers, unless and except in so far as any other terms and conditions contained in this Contract are inconsistent with any special terms agreed between Buyers and Sellers in any particular instance.

Accepted on behalf of Sellers:

TUMBERG ASBESTOS FIBRES LIMITED



Director.

Accepted on behalf of Buyers:

CERTAIN-TEED PRODUCTS CORPORATION



Byron C. Roessler
Vice President

CONTRACT NO. 84

LAF Contract No. 8 - TA/K
- BT/AD
LAF Contract No. 9 - Griqualand S

ASBESTOS FIBER

TURNERS ASBESTOS FIBRES LIMITED

Broad Axe Offices
Ambler, Pa.

For Year 1969

Replaced by Contract #103

~~CERTAINTEED~~



THIS AGREEMENT made as of April 16,
One thousand nine hundred and sixty-two B E T W E E N
TURNER & NEWALL LIMITED a United Kingdom corporation
and CERTAIN-TEED PRODUCTS CORPORATION a Maryland
corporation

WHEREAS Turner & Newall Limited is the
beneficial owner of the whole of the issued share
capital of Turner & Newall (Overseas) Limited a
Canadian corporation (hereinafter called "Overseas")

WHEREAS Overseas is the beneficial owner of
the whole of the issued share capital of Keasbey &
Mattison Company a Pennsylvania corporation (here-
inafter called "K&M")

WHEREAS Turner & Newall Limited intends to
cause K&M to enter into an agreement with Certain-
teed Products Corporation in an agreement substantially
in the form attached hereto (hereinafter called "the
Agreement") providing for the sale to Certain-teed
Products Corporation of the Pipo Assets of K&M as
therein defined

NOW IT IS HEREBY AGREED as follows :-

1. For the purposes of this Agreement Turner &
Newall Limited and Certain-teed Products Corporation
shall hereinafter be referred to as T&N and
Certain-teed respectively and such designations
shall be deemed to include any subsidiaries or sub-
subsidiaries of such companies
2. T&N agrees to cause K&M to duly execute and
deliver to Certain-teed the Agreement and Certain-
teed agrees to duly execute and deliver the Agreement
to K&M
3. T&N confirms that the 500,000 additional
shares of Common Stock of Certain-teed to be issued
to K&M pursuant to the Agreement shall be received

by K&N for investment only, and further agrees that in the event such shares are distributed to Overseas or to T&N such shares shall only be sold or disposed of in compliance with and pursuant to the provisions of Section 16 of the Agreement. In the event that T&N shall wish to dispose of all or any part of such shares and in the opinion of Counsel satisfactory to Certain-teed such shares may be sold or otherwise disposed of in the manner contemplated without registration with the Securities and Exchange Commission such shares may be sold or otherwise disposed of without such registration and without any liability hereunder by T&N to Certain-teed

4. Subject to the completion of the transaction contemplated by the Agreement :

- (a) T&N agrees that for a period of five years calculated from the Closing Date as defined in the Agreement it will not except as a supplier of asbestos fibres be engaged concerned or interested directly or indirectly in the business of manufacturing or selling asbestos cement pipe in the U.S.A.
- (b) Certain-teed shall during the period of this agreement purchase from T&N the total quantity of asbestos fibres which Certain-teed may from time to time require for the purpose of manufacturing operations of itself and its subsidiaries and T&N shall sell such asbestos fibres to Certain-teed at prices and upon other terms as may be agreed upon from time to time provided that such price or prices so agreed upon from time to time shall be at least as favourable as those upon which asbestos fibres in comparable qualities and of comparable

amounts and on comparable terms are sold by, T&N or any wholly-owned subsidiary thereof to T&N or any wholly-owned subsidiary thereof or other customers and provided further that if in respect of any particular contract for a year made or to be made to Certain-teed in accordance with this agreement such contract price or prices shall be greater than the price or prices at which Certain-teed can purchase such quantity and quality of asbestos fibres on similar terms for a similar period from other suppliers Certain-teed shall so notify T&N by notice in writing and unless T&N shall within twenty-one days after the date of receiving such written notice from Certain-teed advise Certain-teed of its willingness to sell such quality asbestos fibres at such lower price Certain-teed shall in respect of the particular contract be at liberty to purchase such asbestos fibres from such other sources. Notwithstanding the foregoing T&N shall not be obligated to sell and Certain-teed shall not be obligated to buy asbestos fibres in excess of 75,000 tons per calendar year prorated for a portion of a year. Certain-teed agrees to place contracts for its requirements of asbestos fibres for each calendar year (contract year in the event the trade practice shall change) on or before sixty days before the beginning of such calendar (contract) year. If Certain-teed shall have requirements in excess thereof to be acquired on shorter notice it shall advise T&N and T&N shall use its best efforts

to fill such orders subject to existing orders and commitments

The period of this agreement shall start on the Closing Date as defined in the Agreement and shall end on such date as may be specified in a notice in writing given by one party to the other at least two years prior to the date so specified in any such notice provided however that no such written notice may be given prior to the eighth anniversary of the Closing Date as defined in the Agreement. Notwithstanding the foregoing if Certain-teed shall acquire a majority interest in any asbestos mine or mines it may on two years' notice in writing to TAN request a percentage reduction in the portion of Certain-teed's requirements for asbestos fibres desired to be purchased from TAN under this agreement provided that the balance of its requirements therefor are supplied by such mine or mines; upon receipt of such notice the first calendar (contract) year contract specified in Section 4 hereof for the year starting after the two years' notice period and subsequent years shall cover the reduced requirements of Certain-teed for asbestos fibres; Certain-teed may give TAN subsequent two year written notices changing the percentages of its requirements for asbestos fibres it wishes to have supplied by TAN under this Agreement and from such mine or mines

(e) TAN and Certain-teed mutually agree that for so long as Certain-teed shall continue to purchase asbestos fibres in accordance with

the provisions of this agreement each will (subject as hereinafter provided) to the extent that it is free so to do without breach of obligation to other parties exchange information with the other as to methods of manufacture of asbestos cement pipe with a view to such asbestos cement pipe being manufactured by each of them as efficiently and economically as possible. Such exchange shall be effected without payment by either party to the other except to the extent necessary to reimburse to the communicating party its actual costs of so doing. If however either party shall become possessed of a basic development in the manufacture of asbestos cement pipe information in regard thereto shall only be communicated to the other on such terms as the parties may agree. For the purposes of this paragraph "basic development" shall mean any process of manufacture which cannot reasonably be regarded merely as an improvement to a process possessed by either party at the date hereof

5. Certain-teed agrees that for so long as T&N shall directly or indirectly be the holder of not less than 250,000 shares of Common Stock of Certain-teed or 10 per cent. of the total issued Common Stock of Certain-teed at any time whichever is the less Certain-teed will submit to its stockholders as nominees of the management for election to its Board of Directors two persons nominated by T&N and shall use its best endeavours to procure the election of such persons as directors of Certain-teed

6. Notwithstanding any other provision hereof to the contrary if at any time or from time to time

T&N is prohibited from supplying Certain-teed with its requirements of asbestos fibres by reason of war civil commotion insurrection riots floods fire strike or any other similar cause beyond the reasonable control of T&N, T&N shall notify in writing Certain-teed whereupon Certain-teed shall be free to obtain its requirements of asbestos fibres from third parties for so long as T&N cannot fulfil such requirements. In such event T&N will not be liable to Certain-teed to any extent whatsoever for such failure to supply the requirements of Certain-teed

Notwithstanding any other provision hereof to the contrary if at any time or from time to time Certain-teed is prohibited from accepting delivery or prohibited from completing the purchase of any asbestos fibres pursuant to this agreement or any calendar (contract) year contract or order entered into pursuant to this agreement by reason of war civil commotion insurrection riot flood fire protracted strike or any other similar cause beyond the reasonable control of Certain-teed, Certain-teed shall notify T&N in writing whereupon Certain-teed shall be free to suspend acceptance of deliveries of asbestos fibres while such prohibitions shall continue; it is understood that in any such event Certain-teed will not be liable to T&N to any extent whatsoever for failure to accept delivery of its requirements under this agreement provided that its requirements for the purchase of asbestos fibres to the extent required hereunder are acquired from T&N

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the year and day first above written

THE COMMON SEAL of TURNER
NEVILL LIMITED was herewith
affixed in the presence of:-

I. C. Turner

W. C. Newman

A. C. Turner

} Director

} Secretary

CERTAIN-TEED PRODUCTS CORPORATION

By *W. C. Newman*
President

attest: *Anthony J. ...*
Secretary

COPY LETTER FROM
REASKEY & MATTHEW COMPANY
ANDLER, PA.

James T. For
Copy on file

August 21, 1962

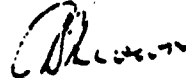
Mr. Malcolm Meyer, President
Certain-teed Products Corporation
120 East Lancaster Avenue
Ardmore, Penn.

Dear Mr. Meyer:

It has been brought to my attention that in the Agreement of April 16 between Turner & Newall Ltd. and your company, the reference on Line 8 of Page 2 should read Section 18 of the agreement between your company and K&M Company and not 16 as shown.

In order to regularize this situation, would you kindly sign the enclosed letter and return to me.

Yours very truly,



C. B. Brown
President.

cbb:ck

I agree to the correction in the main Agreement between Turner & Newall Ltd. and Certain-teed Products Corporation altering the reference to Section 16 to Section 18.



Malcolm Meyer, President
Certain-teed Products Corporation

KM 121

copy on D/7.64

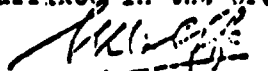
THIS AGREEMENT made as of the 5th day of April 1962
One thousand nine hundred and seventy two BETWEEN the within-
named TURNER & NEWALL LIMITED ("T&N") of the one part and the
within-named CERTAIN-TEED PRODUCTS CORPORATION ("Certain-teed")
of the other part

NOW IT IS HEREBY AGREED as follows:-

1. T&N and Certain-teed agree that with effect from the date
hereof the period of the Agreement between T&N and Certain-teed
dated 16th April 1962, shall end on such date as may be specified
in a notice in writing given by one party to the other at least
two years prior to the date so specified in any such notice
provided however that no such written notice may be given prior
to 1st June 1979
2. In all other respects the rights and obligations of the
parties shall continue to be governed by the terms and conditions
of the Agreement of 16th April 1962 so that this Agreement shall
be construed and take effect as if such terms and conditions were
repeated herein

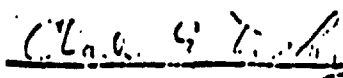
IN WITNESS WHEREOF the parties hereto have executed this
Agreement as of the year and day first above written

The COMMON SEAL of TURNER &
NEWALL LIMITED was herewith
affixed in the presence of:-


Director


Secretary

ATTEST:


Secretary

CERTAIN-TEED PRODUCTS CORPORATION


President

Copy to be sent
to the Board

THIS AGREEMENT made as of the ^{twelfth}~~15th~~ day of February, One thousand nine hundred and seventy-one BETWEEN the within-named TURNER & NEWALL LIMITED ("T&N") of the one part and the within-named CERTAIN-FEED PRODUCTS CORPORATION ("Certain-feed") of the other part

NOW IT IS HEREBY AGREED as follows:-

1. T&N and Certain-feed agree that with effect from the date hereof the period of the Agreement between T&N and Certain-feed dated 16 April 1962, shall end on such date as may be specified in a notice in writing given by one party to the other at least two years prior to the date so specified in any such notice provided however that no such written notice may be given prior to 1 June 1977.
2. In all other respects the rights and obligations of the parties shall continue to be governed by the terms and condition of the Agreement of 16 April 1962 so that this Agreement shall be construed and take effect as if such terms and conditions were repeated herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the year and day first above written.

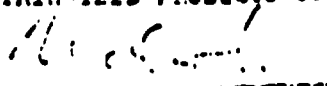
The COMMON SEAL of TURNER &)
NEWALL LIMITED was hereunto)
affixed in the presence of:-)

 } Directors

 Secretary

Attest:


Secretary

CERTAIN-FEED PRODUCTS CORPORATION
By 
President

Deed Folder

16/4/40 K.M. 12/3.

THIS AGREEMENT made as of the *twelfth day of August* One thousand nine hundred and sixty-eight BETWEEN the within-named TURNER & NEWALL LIMITED of the one part and the within-named CERTAIN-TEED PRODUCTS CORPORATION of the other part

NOW IT IS HEREBY AGREED as follows:-

1. T&N and Certain-teed agree that with effect from the date of this Agreement the period of the within-written Agreement shall end on such date as may be specified in a notice in writing given by one party to the other at least two years prior to the date so specified in any such notice provided however that no such written notice may be given prior to the thirteenth anniversary of the Closing Date as defined in the within-written Agreement

2. In all other respects the rights and obligations of the parties shall continue to be governed by the terms and conditions of the within-written Agreement so that this Agreement shall be construed and take effect as if such terms and conditions were repeated herein

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the year and day first above written

The COMMON SEAL of TURNER & NEWALL LIMITED was hereunto affixed in the presence of:-

[Signature]
[Signature]
[Signature]

Directors

Secretary

ATTEST:

[Signature]
Secretary

CERTAIN-TEED PRODUCTS CORPORATION

By *[Signature]*
President

THIS AGREEMENT made as of April 16,
One thousand nine hundred and sixty-two BETWEEN
TURNER & NEWALL LIMITED a United Kingdom corporation
and CERTAIN-TEED PRODUCTS CORPORATION a Maryland
corporation

WHEREAS Turner & Newall Limited is the
beneficial owner of the whole of the issued share
capital of Turner & Newall (Overseas) Limited a
Canadian corporation (hereinafter called "Overseas")

WHEREAS Overseas is the beneficial owner of
the whole of the issued share capital of Keasbey &
Mattison Company a Pennsylvania corporation (here-
inafter called "K&M")

WHEREAS Turner & Newall Limited intends to
cause K&M to enter into an agreement with Certain-
teed Products Corporation in an agreement substantially
in the form attached hereto (hereinafter called "the
Agreement") providing for the sale to Certain-teed
Products Corporation of the Pipe Assets of K&M as
therein defined

NOW IT IS HEREBY AGREED as follows :-

1. For the purposes of this Agreement Turner &
Newall Limited and Certain-teed Products Corporation
shall hereinafter be referred to as T&N and
Certain-teed respectively and such designations
shall be deemed to include any subsidiaries or sub-
subsidiaries of such companies
2. T&N agrees to cause K&M to duly execute and
deliver to Certain-teed the Agreement and Certain-
teed agrees to duly execute and deliver the Agreement
to K&M
3. T&N confirms that the 580,000 additional
shares of Common Stock of Certain-teed to be issued
to K&M pursuant to the Agreement shall be received

by X&N for investment only, and further agrees that in the event such shares are distributed to Overseas or to T&N such shares shall only be sold or disposed of in compliance with and pursuant to the provisions of Section 16 of the Agreement. In the event that T&N shall wish to dispose of all or any part of such shares and in the opinion of Counsel satisfactory to Certain-teed such shares may be sold or otherwise disposed of in the manner contemplated without registration with the Securities and Exchange Commission such shares may be sold or otherwise disposed of without such registration and without any liability hereunder by T&N to Certain-teed

4. Subject to the completion of the transaction contemplated by the Agreement :

- (a) T&N agrees that for a period of five years calculated from the Closing Date as defined in the Agreement it will not except as a supplier of asbestos fibres be engaged concerned or interested directly or indirectly in the business of manufacturing or selling asbestos cement pipe in the U.S.A.
- (b) Certain-teed shall during the period of this agreement purchase from T&N the total quantity of asbestos fibres which Certain-teed may from time to time require for the purpose of manufacturing operations of itself and its subsidiaries and T&N shall sell such asbestos fibres to Certain-teed at prices and upon other terms as may be agreed upon from time to time provided that such price or prices so agreed upon from time to time shall be at least as favourable as those upon which asbestos fibres in comparable qualities and of comparable

amounts and on comparable terms are sold by, T&N or any wholly-owned subsidiary thereof to T&N or any wholly-owned subsidiary thereof or other customers and provided further that if in respect of any particular contract for a year made or to be made to Certain-teed in accordance with this agreement such contract price or prices shall be greater than the price or prices at which Certain-teed can purchase such quantity and quality of asbestos fibres on similar terms for a similar period from other suppliers Certain-teed shall so notify T&N by notice in writing and unless T&N shall within twenty-one days after the date of receiving such written notice from Certain-teed advise Certain-teed of its willingness to sell such quality asbestos fibres at such lower price Certain-teed shall in respect of the particular contract be at liberty to purchase such asbestos fibres from such other sources. Notwithstanding the foregoing T&N shall not be obligated to sell and Certain-teed shall not be obligated to buy asbestos fibres in excess of 75,000 tons per calendar year prorated for a portion of a year. Certain-teed agrees to place contracts for its requirements of asbestos fibres for each calendar year (contract year in the event the trade practice shall change) on or before sixty days before the beginning of such calendar (contract) year. If Certain-teed shall have requirements in excess thereof to be acquired on shorter notice it shall advise T&N and T&N shall use its best efforts

to fill such orders subject to existing orders and commitments

The period of this agreement shall start on the Closing Date as defined in the Agreement and shall end on such date as may be specified in a notice in writing given by one party to the other at least two years prior to the date so specified in any such notice provided however that no such written notice may be given prior to the eighth anniversary of the Closing Date as defined in the Agreement. Notwithstanding the foregoing if Certain-teed shall acquire a majority interest in any asbestos mine or mines it may on two years' notice in writing to T&N request a percentage reduction in the portion of Certain-teed's requirements for asbestos fibres desired to be purchased from T&N under this agreement provided that the balance of its requirements therefor are supplied by such mine or mines; upon receipt of such notice the first calendar (contract) year contract specified in Section 4 hereof for the year starting after the two years' notice period and subsequent years shall cover the reduced requirements of Certain-teed for asbestos fibres; Certain-teed may give T&N subsequent two year written notices changing the percentages of its requirements for asbestos fibres it wishes to have supplied by T&N under this Agreement and from such mine or mines

- (c) T&N and Certain-teed mutually agree that for so long as Certain-teed shall continue to purchase asbestos fibres in accordance with

the provisions of this agreement each will (subject as hereinafter provided) to the extent that it is free so to do without breach of obligation to other parties exchange information with the other as to methods of manufacture of asbestos cement pipe with a view to such asbestos cement pipe being manufactured by each of them as efficiently and economically as possible. Such exchange shall be effected without payment by either party to the other except to the extent necessary to reimburse to the communicating party its actual costs of so doing. If however either party shall become possessed of a basic development in the manufacture of asbestos cement pipe information in regard thereto shall only be communicated to the other on such terms as the parties may agree. For the purposes of this paragraph "basic development" shall mean any process of manufacture which cannot reasonably be regarded merely as an improvement to a process possessed by either party at the date hereof

5. Certain-teed agrees that for so long as T&N shall directly or indirectly be the holder of not less than 250,000 shares of Common Stock of Certain-teed or 10 per cent. of the total issued Common Stock of Certain-teed at any time whichever is the less Certain-teed will submit to its stockholders as nominees of the management for election to its Board of Directors two persons nominated by T&N and shall use its best endeavours to procure the election of such persons as directors of Certain-teed

6. Notwithstanding any other provision hereof to the contrary if at any time or from time to time

T&N is prohibited from supplying Certain-teed with its requirements of asbestos fibres by reason of war civil commotion insurrection riots floods fire strike or any other similar cause beyond the reasonable control of T&N, T&N shall notify in writing Certain-teed whereupon Certain-teed shall be free to obtain its requirements of asbestos fibres from third parties for so long as T&N cannot fulfil such requirements. In such event T&N will not be liable to Certain-teed to any extent whatsoever for such failure to supply the requirements of Certain-teed

Notwithstanding any other provision hereof to the contrary if at any time or from time to time Certain-teed is prohibited from accepting delivery or prohibited from completing the purchase of any asbestos fibres pursuant to this agreement or any calendar (contract) year contract or order entered into pursuant to this agreement by reason of war civil commotion insurrection riot flood fire protracted strike or any other similar cause beyond the reasonable control of Certain-teed, Certain-teed shall notify T&N in writing whereupon Certain-teed shall be free to suspend acceptance of deliveries of asbestos fibres while such prohibitions shall continue; it is understood that in any such event Certain-teed will not be liable to T&N to any extent whatsoever for failure to accept delivery of its requirements under this agreement provided that its requirements for the purchase of asbestos fibres to the extent required hereunder are acquired from T&N

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the year and day first above written

THE COMMON SEAL of TURNER
NEWALL LIMITED was hereunto
affixed in the presence of:-

A. C. Turner }
M. C. Newman }
A. C. Turner }
Secretary

CERTAIN-TEED PRODUCTS CORPORATION

By *Richard E. Meyer*
President

attest: *Arthur J. ...*
Secretary

COPY LETTER FROM
KEASBEY & MATTISON COMPANY
ANDLER, PA.

Copy on R.M.

August 21, 1962

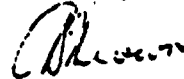
Mr. Malcolm Meyer, President
Certain-teed Products Corporation
120 East Lancaster Avenue
Ardmore, Penn.

Dear Mr. Meyer:

It has been brought to my attention that in the Agreement of April 16 between Turner & Newall Ltd. and your company, the reference on Line 5 of Page 2 should read Section 18 of the agreement between your company and K&M Company and not 16 as shown.

In order to regularize this situation, would you kindly sign the enclosed letter and return to me.

Yours very truly,



C. B. Brown
President.

cbb:ck

I agree to the correction in the main Agreement between Turner & Newall Ltd. and Certain-teed Products Corporation altering the reference to Section 16 to Section 18.


Malcolm Meyer, President
Certain-teed Products Corporation

copy on D/7.64

THIS AGREEMENT made as of the 16th day of April 1962
 One thousand nine hundred and seventy two BETWEEN the within-
 named TURNER & NEWALL LIMITED ("T&N") of the one part and the
 within-named CERTAIN-TEED PRODUCTS CORPORATION ("Certain-teed")
 of the other part

NOW IT IS HEREBY AGREED as follows:-

1. T&N and Certain-teed agree that with effect from the date hereof the period of the Agreement between T&N and Certain-teed dated 16th April 1962, shall end on such date as may be specified in a notice in writing given by one party to the other at least two years prior to the date so specified in any such notice provided however that no such written notice may be given prior to 1st June 1979
2. In all other respects the rights and obligations of the parties shall continue to be governed by the terms and conditions of the Agreement of 16th April 1962 so that this Agreement shall be construed and take effect as if such terms and conditions were repeated herein

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the year and day first above written

The COMMON SEAL of TURNER &
 NEWALL LIMITED was hereto
 affixed in the presence of:-

[Signature]
[Signature] } Directors

[Signature]
 Secretary

ATTEST:

[Signature]
 Secretary

CERTAIN-TEED PRODUCTS CORPORATION

By *[Signature]*
 President

Copy from Dec. 11
the 1971. Dec. 11.

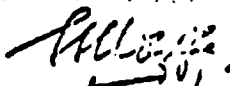
THIS AGREEMENT made as of the ^{fourth} day of February, One thousand nine hundred and seventy-one BETWEEN the within-named TURNER & NEWALL LIMITED ("T&N") of the one part and the within-named CERTAIN-TEED PRODUCTS CORPORATION ("Certain-teed") of the other part

NOW IT IS HEREBY AGREED as follows:-

1. T&N and Certain-teed agree that with effect from the date hereof the period of the Agreement between T&N and Certain-teed dated 16 April 1962, shall end on such date as may be specified in a notice in writing given by one party to the other at least two years prior to the date so specified in any such notice provided however that no such written notice may be given prior to 1 June 1977.
2. In all other respects the rights and obligations of the parties shall continue to be governed by the terms and conditions of the Agreement of 16 April 1962 so that this Agreement shall be construed and take effect as if such terms and conditions were repeated herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the year and day first above written.

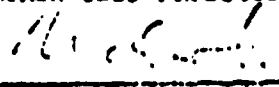
The COMMON SEAL of TURNER &)
NEWALL LIMITED was hereto)
affixed in the presence of:-)

 Directors
 Secretary

ATTEST:

CERTAIN-TEED PRODUCTS CORPORATION


Secretary

By 
President

Deed Folder

12/4/38 K.M. 12/3.

THIS AGREEMENT made as of the *twelfth day of August* One thousand nine hundred and sixty-eight BETWEEN the within-named TURNER & NEWALL LIMITED of the one part and the within-named CERTAIN-TEED PRODUCTS CORPORATION of the other part

NOW IT IS HEREBY AGREED as follows:-

1. T&N and Certain-teed agree that with effect from the date of this Agreement the period of the within-written Agreement shall end on such date as may be specified in a notice in writing given by one party to the other at least two years prior to the date so specified in any such notice provided however that no such written notice may be given prior to the thirteenth anniversary of the Closing Date as defined in the within-written Agreement

2. In all other respects the rights and obligations of the parties shall continue to be governed by the terms and conditions of the within-written Agreement so that this Agreement shall be construed and take effect as if such terms and conditions were repeated herein

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the year and day first above written

The COMMON SEAL of TURNER & NEWALL LIMITED was hereunto affixed in the presence of:-

[Handwritten signatures of two directors]

Directors

Secretary

ATTEST:

Chas G. L. [Signature]
Secretary

CERTAIN-TEED PRODUCTS CORPORATION

By *[Signature]*
President

184 40M 5-61
TO IN U. S. A

Certain-teed Products Corporation

FOR AMBLER

DATE 9-3-63

FROM Ardmore-Legal OFFICE

ATTENTION OF Mr. R. L. Lanz

SUBJECT FIBER CONTRACT

ANSWERING YOURS

DICTATED BY Arthur O. Graves:df *APJ/more*

Enclosed is a copy of my self explanatory letter to Turners Asbestos Fibres Limited together with our signed copy of Contract No. 334 and 335 which I think you should keep with your purchasing records in Ambler.

September 3, 1963

AIR MAIL

Turners Asbestos Fibres Limited
Asbestos House
77/79 Fountain Street
Manchester 2, England

Gentlemen:

At the request of Mr. R. L. Lanz, our
Production Manager at Ambler, Pennsylvania, we
are enclosing a signed copy of Contract No. 334
dated August 16, 1963 and Contract No. 335 also
dated August 16, 1963 each for the sale of the
asbestos fibre referred to therein.

Yours very truly,

Arthur C. Graves
Secretary

ACG:df

enclosures

bl.cc.: R. L. Lanz - Lea Bldg., Ambler, Penna.