UNION CARBIDE

INTERNAL CORRESPONDENCE

CHEMICALS AND PLASTICS

Freight

To (Name) J. L. Myers
Dept. Chemicals and Plastics
Location Niagara Falls

Date June 2, 1975

From (Name/Dept./Location) Hackensack Sales Office

Answering Letter Dated

Copies to: ✓W. C. Thurber, N.Y. (38)
J. L. Suhadolnik, Hack.
W. A. Rebholtz, San Francisco
G. L. Vessels, King City, Calif.

Subject: GAF CORPORATION
Calidria Asbestos

Dear John:

I have had an opportunity to talk with Bernie Jast regarding the freight rates which I recorded and were commented on by Mr. Rebholtz from San Francisco. Mr. Rebholtz is correct, and Mr. Jast's records are out-of-date. Mr. Jast checked with his Traffic Department in my presence and confirmed the commodity rate via SeaLand from Coalinga to Vails Gate, New York of $2.42 per cwt and also the rail rate from Welby and Coalinga to Vails Gate in 180,000 lb. carloads of $2.55 per cwt.

Yours very truly,

G E Bernard

G. E. Bernard cap

GEB:cap

RECEIVED
JUN 6 1975

PLAINTIFF'S EXHIBIT
UC-4360

INTERNAL CORRESPONDENCE

[illegible] DIVISION

[illegible] ROYAL AVE., P.O. BOX [illegible], NIAGARA FALLS, NEW YORK [illegible]

Mr. L. S. Truslow
Corporate Distribution
New York, NY

May 20, 1975
"Calidria" Asbestos - Marketing
TECHNOLOGY DEPARTMENT

Messrs. R. E. Byrne
W. C. Thurber

Freight Rates

One of our asbestos products, RG-244, is in direct competition with a Cabot product, Cab-O-Sil M-5. To assist us in discussions with customers regarding delivered costs, I would like to know rail freight rates for Cab-O-Sil M-5 to various points from Cabot's plant in Tuscola, Illinois.

Cab-O-Sil M-5 is probably classified as "Silica, Colloidal, less than 20 lb./ft.^{3}" or "Silica, colloidal, NOIBM, less than 20 lb./ft.^{3}." Please send me, at your earliest convenience, current rail freight rates for Cab-O-Sil M-5 from Tuscola to the following points:

Los Angeles, CA	Minneapolis, MN
San Francisco, CA	Detroit, MI
Tacoma, WN	Kansas City, MO
Houston, TX	Jacksonville, Ark
Jacksonville, FL	Lenoir, NC
Tulsa, OK	New Orleans, LA
Buffalo, NY	Swanton, OH
Elizabeth, NJ	Boston, MA
Collierville, TN	Miami, FL
Milwaukee, WI	

Please call me at extension 3367 in Niagara Falls if you have any questions.

John L. Myers

John L. Myers

/ds

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MAY 27 1975

[redacted]

UNION CARBIDE

Messrs. R. E. Byrne
H. B. Rhodes

June 30, 1975

Messrs. R. F. X. Fusaro
J. L. Myers
H. R. Thompson - 6th Floor

OSHA Regulations at Calilria Warehouses

In discussions with R. F. X. Fusaro on product liability, it was agreed that we [redacted] the question of the OSHA regulations and product liability relating to asbestos [redacted] Texas warehouse as follows:

1. Union Carbide would provide initial monitoring of the operation for airborne [redacted] fiber.

2. Union Carbide would provide the warehouse personnel with a general discussion [redacted] requirements for handling asbestos safely.

3. Union Carbide would provide to the warehouse a letter which included -

   a. A copy of the OSHA regulations

   b. Work practices developed by AIA/NA

   c. Our soon to be revised Materials Safety Data sheet on asbestos, and

   d. The booklet "What you Should Know About Asbestos and Health."

   [redacted] plied in sufficient quantity for the warehouse man to distribute [redacted] volved in asbestos handling.

We should [redacted] ly basis the handling of our other warehouses in the same manner.

W. C. Thurber

WCT/es

bc: J. L. Myers
R. L. Schult
W. C. Thurber
File

Calidria ASBESTOS

UNION CARBIDE
THE DISCOVERY COMPANY

UNION CARBIDE CORPORATION • MINING & METALS DIVISION • P.O. BOX 579 • NIAGARA FALLS, N. Y. 14302 • TEL: 716-278-3376

July 9, 1975

Mr. A. L. Robinson
Harwick Chemical Corporation
60 South Seiberling Street
Akron, OH 44305

Dear Robbie:

Sorry for the delay in responding to your letter to John Myers regarding warehousing of "Calidria" asbestos products by Harwick.

As you know, at the time your letter was written we were considering the consolidation of our stocks in Columbus and Cleveland. We have done that by putting all our material in Cleveland where we have been well satisfied with both service and costs. A new location has also been established in Dallas, Texas. As a result of these moves, we now feel satisfied that we have an efficient warehouse system which serves our customers well. We do not contemplate any changes in the near future.

John and I appreciate your interest and should any need arise for warehouse service in the Akron area, we will certainly let you know.

Best regards.

Very truly yours,

R. E. Byrne, Jr.
Area Manager
Marketing & Technology

REB:cjb

UC 140-2

UNION CARBIDE **INTERNAL CORRESPONDENCE**

MINING AND METALS DIVISION

4625 ROYAL AVE., P. O. BOX 579, NIAGARA FALLS, NEW YORK 14302

To (Name) Mr. Don Stone
Division Union Carbide Corp.
Location One California St.
San Francisco, CA 94111

Date February 4, 1975

Originating Dept. – XXXXXXXXXXXXXXXXXXXX
"Calidria" Asbestos

Answering letter date

Copy to R. E. Byrne, Jr.
W. C. Thurber
G. L. Vessels
W. Wytzka
File

Subject Rail Freight Rates For Asbestos

I have recently found that GAF in Vails Gate, NY, is paying $2.18/cwt for "asbestos shorts in bags" received from Atlas/Coalinga in 100,000 pound carloads. Our eastern customers are paying $2.48/cwt for 120,000 pound carloads of "Calidria" asbestos pellets from Welby.

Please determine if these numbers are accurate, why there is such a discrepancy, and/or whether or not our rate can be adjusted so that we can be competitive.

GAF also advised that Atlas/Coalinga has a $2.20/cwt rate from Sea Land for the same movement in 90,000 pound quantities.

Thank you for your cooperation and assistance.

J. L. Myers (HBR.)

J. L. Myers

JLM:mlv

RECEIVED
FEB 6 1975

J. L. Myers
W. C. Thurber
J. E. Walsh
File

Calidria ASBESTOS

UNION CARBIDE

THE DISCOVERY COMPANY

UNION CARBIDE CORPORATION • MINING & METALS DIVISION • P.O. BOX 579 • NIAGARA FALLS, N. Y. 14302 • TEL: 716-278-3376

November 8, 1974

Mr. Harold Bristow
Vice President
Wonder State Industries
5500 Patterson Road
Little Rock, AR 72209

Dear Harold:

Two copies of the Warehouse Agreement are enclosed. If they are satisfactory please have both copies executed and returned to me for our signiture. Also please initial the insert on the fourth line from the bottom on page 3. I will return a completely executed copy to you.

Our attorney assures me that he has only clarified and made explicit the points covered in your proposal but has not made any substantial changes in the terms. As far as I can see as a nonlawyer this is correct. If there are any problems, please let me know.

Very truly yours,

Harry

H. B. Rhodes
Area Manager
Marketing & Technology

HBR:cjb
Enclosure

RECEIVED
NOV 1 1 1974

THIS AGREEMENT made and entered into as of the ____ day of _____, 1974, by and between UNION CARBIDE CORPORATION, Mining and Metals Division, a New York corporation, having an office at 270 Park Avenue, New York, New York 10017 (hereinafter called "Union Carbide"), and WONDER STATE INDUSTRIES OF TEXAS, INC., a _____ corporation,having an office at _____ _____, (hereinafter called "Wonder State");

W I T N E S S E T H:

ARTICLE 1 - WAREHOUSE SERVICES

1.1 Union Carbide will from time to time during the term of this Agreement deliver to Wonder State and Wonder State will receive, store, handle, and ship Union Carbide's asbestos products (hereinafter called the "Material") in quantities and kinds mutually agreeable to Union Carbide and Wonder State pursuant to and in accordance with the terms and conditions of this Agreement. Wonder State will also furnish sufficient personnel, equipment, and other accessories necessary to perform efficiently and with safety the services described herein.

1.2 Wonder State will, at all times during the period in which this Agreement is in force and effect, store the Material at Wonder State's warehouse at 1421 Hutton Street, Carrollton, Texas (hereinafter called the "Warehouse").

1.3 Wonder State will have the sole and exclusive care, custody and control of the Material from the time of delivery to Wonder State at the Warehouse, until the time the Material is shipped from the Warehouse in accordance with Union Carbide's instructions.

Title to the Material shall at all times remain in Union Carbide, and Wonder State shall have no lien, and hereby waives its right to any lien, upon the Material. Wonder State will exercise reasonable care and diligence in the receiving, storing, handling and shipping of the Material and shall comply with all laws, ordinances, rules and regulations of Federal, State, municipal and other governmental authorities, Boards of Fire Underwriters and the like in connection with the safeguarding, receiving, storing, handling and shipping of the Material.

1.4 Wonder State will receive, hold and care for the Material delivered hereunder as the property of Union Carbide and will store the Material properly within the Warehouse. Wonder State will at all times identify the Material as the property of Union Carbide and the Material will be subject to inspection by Union Carbide's authorized representative at all reasonable times.

1.5 Wonder State will, upon request from Union Carbide at any time and from time to time, remove from the Warehouse the Material stored therein and load it upon trucks or other conveyances furnished by or on behalf of Union Carbide at the Warehouse, in accordance with instructions furnished by Union Carbide.

1.6 Wonder State hereby assumes full responsibility for all demurrage and/or detention charges which may accrue on cars or vehicles received or ordered by Wonder State in pursuance of its obligations hereunder, except where such charges results from the act, neglect, or default of Union Carbide.

ARTICLE 2 - COMPENSATION

2.1 At the end of each month during the term of this Agreement, Wonder State will invoice Union Carbide as follows:

(i) a "storage fee" of $0.17 cwt will be assessed on Material delivered to Wonder State during each month and on Material stored in the Warehouse on the first day of such month.

(ii) a "handling fee" of $0.26 cwt will be assessed only on Material delivered to Wonder State during such month and will cover all services incident to receiving Material at the Warehouse, segregating, stowing, removing from storage to truck or freight car, issuing warehouse receipts for incoming shipments, calling carriers for pick-up of Material from the Warehouse, and any necessary reports and paperwork as may be reasonably required or requested by Union Carbide, including, but not limited to, a certified physical inventory of Material on hand as of the first day of each month, by type and container size, to be submitted to Union Carbide by Wonder State on or before the tenth day of that month. Any expenses incurred by Wonder State in handling the Material other than as provided herein, shall be for Union Carbide's account.

(iii) a "bill of lading fee" of 75¢ will be assessed for each bill of lading prepared during such month.

2.2 Union Carbide will pay Wonder State within twenty (20) days after receipt of Wonder State's invoice.

2.3 Wonder State will not be entitled to any payment by Union Carbide hereunder with respect to Material delivered to Wonder State for its own account.

ARTICLE 3 - TAXES, EXCISES AND FEES

3.1 In addition to any other charges which Union Carbide may be required to pay hereunder, Union Carbide shall pay the amount of all governmental taxes, assessments, excises, fees and/or other charges (except taxes on or measured by net income) with respect to the Material and in the event any such taxes, assessments, excises, fees and/or other charges are paid by Wonder State, Union Carbide will promptly reimburse Wonder State for such payment. The foregoing is subject to any applicable governmental laws, regulations and rules.

ARTICLE 4 - WONDER STATE'S RELATION TO UNION CARBIDE

4.1 Neither Wonder State nor any of the individuals whose compensation for services hereunder is paid by Wonder State is or shall be in any way, directly or indirectly, expressly or by implication, an employee of Union Carbide nor shall any of them be deemed to be employed by Union Carbide for the purposes of tax or contribution levied by the State or Federal Government or for purposes of any State or Federal law or laws covering the subject of employment in general. Wonder State hereby accepts and assumes exclusive

liability for any payroll taxes or other contribution imposed by such law or laws with respect to Wonder State or to any individual whose compensation for such services is paid by Wonder State.

4.2 Wonder State will not enter into any contract, undertaking or agreement of any nature as an agent of Union Carbide nor will it incur any liability of any nature whatsoever on behalf of Union Carbide except as is provided for under this Agreement or as specifically authorized by Union Carbide in writing.

ARTICLE 5 - RISK OF LOSS AND INSURANCE

5.1 Wonder State will be liable for loss of or damage to Material resulting from its failure to exercise reasonable care and diligence, except for loss of or damage to Material by fire or other hazards covered by a standard fire insurance policy with extended coverage. Union Carbide will carry its own fire insurance against fire and other hazards covered by a standard fire insurance policy with extended coverage.

5.2 Wonder State will procure and maintain, at its own expense, insurance during the term of this Agreement with a reputable and financially responsible insurance carrier or carriers properly insuring Wonder State against liability and claims as follows:

(i) for injuries to persons (including injuries resulting in death) in the amount, in the case of each casualty, of a minimum of $100,000.00 with respect to one claim and $300,000.00 with respect to more than one claim.

(ii) for damage to property in the amount of $25,000.00 with respect to each accident.

(iii) for loss or damage to the Material while being transported by Wonder State in the amount of $20,000.00 with respect to each truckload in the event that Wonder State transports Material in its own vehicles for Union Carbide.

Wonder State will furnish written certificates from insurance carriers to Union Carbide establishing that said insurance has been procured and is being properly maintained and that the premiums therefor are paid, and specifying the names of the insurers and the respective policy numbers and expiration dates. All such insurance policies will provide (unless by statute applicable thereto it is otherwise provided) that in the event of cancellation thereof written notice of such cancellation will be given to Union Carbide at least five (5) days prior to the effective date of such cancellation.

ARTICLE 6 - INDEMNITY

6.1 Wonder State will defend, indemnify and hold Union Carbide harmless for any loss, liability, damage or expense arising from injury or death to persons or damage to property of any person where such loss, liability, damage, cost or expense is caused by or results from acts or omissions of Wonder State, its employees or agents in connection with the performance of this Agreement, provided, however, that the foregoing will not apply to any loss caused by negligence of Union Carbide or its employees or agents. Wonder

State's obligations hereunder will not apply to any claims unless Wonder State is notified in writing of the existence of such claim as soon as it becomes known to Union Carbide and is further notified by Union Carbide of the institution of any action, suit or legal proceeding on such claim by mail within ten (10) days after the institution of such action, suit or other proceeding becomes known to Union Carbide, and Wonder State is given the sole right to defend and/or settle any claim (including any action, suit or other legal proceeding) with attorneys of its own selection.

ARTICLE 7 - FORCE MAJEURE

7.1 Wonder State will not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to, acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid, and any other similar or different contingency.

ARTICLE 8 - DURATION AND TERMINATION

8.1 The term of this Agreement will commence on the date hereof and shall continue in full force and effect until terminated, with or without cause, by either party giving to the other written notice of termination at least sixty (60) days prior to the effective date of such termination, unless earlier terminated as herein provided.

8.2 Union Carbide may terminate this Agreement at any time upon written notice to Wonder State if (i) Wonder State files a petition in bankruptcy, (ii) Wonder State makes a general assignment

for the benefit of creditors, (iii) a receiver for Wonder State is appointed, (iv) Wonder State becomes insolvent, (v) any person who at the time of execution of this Agreement was participating substantially in the operation or ownership of Wonder State, dies, is incapacitated, removed, eliminated, resigns or withdraws for any reason from Wonder State, or (vi) Wonder State shall be guilty of a breach of any of the provisions of this Agreement and such breach has continued for ten (10) days after written notice of said breach from Union Carbide. Any termination of this Agreement pursuant to this Article 8.2 shall be in addition to and shall not be exclusive of or prejudicial to any other rights or remedies at law or in equity which Union Carbide may have against Wonder State.

8.3 Upon termination of this Agreement in any manner permitted or prescribed hereunder Wonder State will deliver immediately to Union Carbide or its nominee, at Union Carbide's expense, all Material, and Union Carbide's empty pallets or other devices then on hand at or in the Warehouse, and all books, records and forms pertaining to the business of Union Carbide in Wonder State's possession. Wonder State shall make promptly a final accounting for the remaining balance of inventory of Material.

ARTICLE 9 - ASSIGNMENT

9.1 Any assignment of this Agreement by either party without the prior written consent of the other party will be void.

ARTICLE 10 - APPLICABLE LAW

10.1 The validity, interpretation and performance of this Agreement will be governed by the laws of the State of Texas.

ARTICLE 11 - NOTICE

11.1 It will be a sufficient giving of any notice of other communication hereunder if the party giving the same shall deposit a copy thereof in the Post Office in a registered or certified envelope, postage prepaid, properly addressed to the other party at the address hereinabove set forth or at such other address as the other party shall have heretofore in writing designated. The date of giving any such notice or other communication will be the date on which such envelope was deposited as above provided. The Post Office receipt showing the date of such deposit will be prima facie evidence of these facts.

ARTICLE 12 - HEADINGS

12.1 Article headings set forth in this Agreement are inserted only for convenience and in no way define, limit, or describe the scope or intent of the terms and conditions set forth herein.

ARTICLE 13 - ENTIRE AGREEMENT

13.1 This Agreement contains all of the representations and agreements between the parties hereto. No modification of this Agreement or waiver of the terms and conditions thereof will be binding upon either party unless approved in writing by an authorized representative of such party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

WONDER STATE INDUSTRIES
OF TEXAS, INC.

By_____
President

UNION CARBIDE CORPORATION
Mining and Metals Division

By_____
Vice President