

THERMO 1 D

FMSI 08712

To ED DRISLANE - FMS1
General info. JN 12-1-86

H K Porter



COOPER INDUSTRIES

News Release

CONTACT: Ellen H. Myers
Director, Corporate Communications
(713) 739-5423

FOR IMMEDIATE RELEASE
November 25, 1986

COOPER INDUSTRIES TO ACQUIRE H. K. PORTER, INC.

HOUSTON, Nov. 25 -- Cooper Industries, Inc. (NYSE-CBE) and H. K. Porter, Inc. announced today that they have signed a letter of intent providing that Cooper will make a tender offer for the common stock of Porter, which the Porter board of directors will recommend to its shareholders.

Terms of the offer were not disclosed.

H. K. Porter, a manufacturer of hand tools, has one manufacturing facility in Somerville, Massachusetts. Sales in fiscal 1985 were about \$16 million. Its stock is traded over the counter.

The addition of Porter will complement Cooper's line of premium-quality hand tools and related products.

Cooper Industries, with 1985 sales of \$3 billion, is a diversified, worldwide manufacturer of products for the electrical, electronic, commercial, industrial, compression and drilling markets.

#



H. K. PORTER COMPANY, INC.

THERMOID DIVISION

1849 E. SABINE STREET • HUNTINGTON, INDIANA 46750

AMCO WORKS
AREA CODE 219
TEL. 356-2410

August 20, 1986

Friction Materials Standards Institute, Inc.
Bergen Mall Office Center
E. 210 Route 4
Paramus, NJ 07652

Attn: E. W. Drislane
Executive Director

Dear Ed:

I have asked our European operations for the information you requested of me in your letter of August 8th. Attached is the information they have provided. I hope it is of help to you.

If I may be of further assistance, please do not hesitate to ask.

Sincerely,

L. M. Belans
Sales Manager

LMB/L2

Attachments

FMSI 08714



H.K. PORTER COMPANY (GREAT BRITAIN) LTD

FRICITION MATERIALS DIVISION

Fax/Post:

DATE 12 August 1986
TO L M Belans
LOCATION Amco
FROM D P Timperley
AT Newcastle
SUBJECT

Larry,

Following drawings are in post:

- 1) 1/BO/1 11.7/8" x 7.1/2" x .135" *7 11,012*
2) 56504 325 x 200 x 4.0 mm

Item 1) -

Was O.E. on Iveco, but has over recent years been replaced by a grooved facing, same as 1/BO/1, but .140"/.130" thick and grooving identical to 56504.

Item 2) -

Is possibly the other facing fitting an Automotive Products clutch. However, L.U.K. also supply a clutch with the same dimensions and number of rivets but using 4 x 6 tubular rivets, the drawing number being WVA 34270 - we do not have a copy.

If your requirement is the latter perhaps Klazienaveen could provide drawing.

Regards

Peter

Peter

FMSI 08715

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

BERGEN MALL OFFICE CENTER

E. 210 ROUTE 4

PARAMUS, N. J. 07652

August 6, 1986

Mr. Larry Belans
H. K. Porter Company
Thermoid Division
1849 East Sabine St.
Huntington, IN 46750

Dear Larry:

We are trying to find prints on two clutch facings for certain Iveco Trucks sold in North America. The sizes are as follows:

325 mm OD x 200 mm ID x 4.0 mm Thick
(12.80 x 7.87 x .157)
Facing has 20 D & C holes, 20 through holes

11-7/8 OD x 7-1/2 ID x .135 Thick
Facing has 20 D & C holes, 20 through holes

These facings are probably O.E. sourced in Europe. I have been unable to find anything on these sizes. If you have prints or know the British Friction Materials Council numbers for these facings, I would appreciate your help.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

EWD/dr

FMSI 08716



H. K. PORTER COMPANY, INC.

THERMOID DIVISION

1849 E. SABINE STREET • HUNTINGTON, INDIANA 46750

AMCO WORKS
AREA CODE 219
TEL. 356-2410

July 11, 1986

Sawgrass Resort
PO Box 600
Ponte Verda Beach, FL 32082

Attn: Accounts Receivable

Gentlemen:

Enclosed is a check in the amount of \$561.75 for payment of my charges at the Friction Materials Standards meeting.

Very truly yours,


L. M. Belans
Sales Manager

LMB/L2

Enclosure

CC: E. W. Drislane, FMSI

FMSI 08717

Thermoid

TELEPHONE (201) 845-0440

FRICION MATERIALS STANDARDS INSTITUTE, INC.

BERGEN MALL OFFICE CENTER

E. 210 ROUTE 4

PARAMUS, N. J. 07652

April 16, 1985

Mr. D. A. Watkins
H.K. Porter Company
Thermoid Division
1849 E. Sabine Street
Huntington, IN 46750

Dear Doug:

Thank you for your help with the American Motors/Renault facing assignments. I now have enough information to list the assignments in a forthcoming bulletin.

They are:

1985-83, Alliance, Encore (1.4 Liter):	FMSI 783
1985-84, Alliance, Encore (1.7 Liter):	FMSI 799 (New)

Thank you for your help on the 783.

Sincerely,

FRICION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

Copy: L. Belans

FMSI 08718



H. K. PORTER COMPANY, INC.

THERMOID DIVISION

1849 E. SABINE STREET • HUNTINGTON, INDIANA 46750

AMCO WORKS
AREA CODE 219
TEL. 356-2410

July 12, 1984

Friction Materials Standards Institute, Inc.
Bergen Mall Office Center
E 210 Route 4
Paramus, N.J. 07650

Attn: Mr. Ed Drislane

Subject: Clutch Facing Print

Dear Ed:

Please send us two (2) sets of prints for clutch facing part number 764D.

Thanks in advance for your help.

Very truly yours,



D. A. Watkins

DAW/ft

CC; L. M. Belans

FMSI 08719

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

July 19, 1984

Mr. D. A. Watkins
H.K. Porter Company
Thermoid Division
1849 East Sabine wtreect
Huntington, IN 46750

Dear Doug:

Per your July 12 letter, I am enclosing two copies of clutch facing print FMSI 764D.

There's no problem here, as we generally ship five or fewer prints at no charge. However, if your order was larger it would be wasteful on your part to order two prints of a drawing, as you would be charged \$.75 for each print, and since all my prints are 8-1/2 x 11 they can easily be duplicated on a Xerox machine.

There was a recent H. K. Porter order for two prints each of 12 clutch facing drawings. This order was billed to you at \$18.00 whereas one print each would have been \$9.00 (and all could have been readily run off on your copying machine).

The foregoing is simply for your information. We will continue to fill your orders exactly as they are placed, except when we make mistakes.

Sincerely,

FRICITION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

EWD/e

FMSI 08720

H.K. Porter

TELEPHONE (201) 845-0440

FRICION MATERIALS STANDARDS INSTITUTE, INC.

BERGEN MALL OFFICE CENTER

E. 210 ROUTE 4

PARAMUS, N. J. 07652

April 27, 1983

Mr. Larry Belans
H. K. Porter Company
Thermoid Division
1849 East Sabine Street
Huntington, IN 46750

Dear Larry:

I was at Reddaway yesterday and talked with Bill Barton and Jay Moore. Jay told me that Max Sleeth had left H. K. Porter. Max was our Porter Delegate, and we had no Alternate. I'd appreciate it if you could give me a call in the next week or so as regards you, or someone else, serving as Porter's Delegate for at least the interim period.

Also, I've enclosed a copy of our Annual Meeting notice. Last year both Max and George Bohrer attended for Porter.

I realize that you and others at Porter may have more going that may be more important, but I would appreciate it if you - or someone else at Porter - could take over Max's Institute responsibilities.

And perhaps I'll see you at Sawgrass.

Sincerely,

FRICION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

EWD/e

FMSI 08721



H. K. PORTER COMPANY, INC.

THERMOID DIVISION

1849 EAST SABINE STREET
HUNTINGTON, INDIANA 46750

AMCO WORKS
AREA CODE 219
TEL. 356-2410

January 29, 1982

Friction Materials Standards Institute
E-210 Route 4
Paramus, N.J. 07652

Attn: E. W. Drislane
Executive Director

Re: Shoe Bulletins

Dear Mr. Drislane:

It has come to my attention that we are receiving an imbalance quantity of Shoe Bulletins with respect to the quantity of Data Book Bulletins. Please adjust our mailing to reflect equal quantities of these Bulletins. This quantity should be 24. *rk*
24

Sincerely,

J. W. Ulrich
J. W. Ulrich
Customer Service Manager

JWU/L2

Shoe Bulletins 175 to 24
Data Book 23 to 24

FMSI 08722

H K Porter

December 15, 1981

Mr. Wayne Donnell
H. K. Porter Company, Inc.
Thermoid Division
1849 East Sabine Street
Huntington, Indiana 46750

Dear Wayne:

Per our phone conversation of this date, I am sending you a copy of 40CFR 261 which details the "Identification and Listing of Hazardous Waste." To be a hazardous waste, material must be listed in Subpart D, or meet the characteristics of a hazardous waste (ignitability, corrosivity, reactivity and EP toxicity) as detailed in Subpart C.

I am not knowledgeable on chemical tests, but the criteria is that if a waste material contains the maximum concentrations for materials such as lead and barium, it will be considered a hazardous waste.

I've also enclosed a copy of our notice to the Membership of March 9, 1981.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/erc
Enc:

E. W. Drislane
Executive Director

FMSI 08723

H. K. PORTER Co

August 4, 1981

Mr. W. M. Sleeth
H. K. Porter Company, Inc.
Thermoid Division
1849 East Sabine Street
Huntington, IN 46750

Dear Max:

Back on April 24 we received H. K. Porter's check in the amount of \$20 as a meeting registration fee for you and George Bohrer. As you were both unable to attend the meeting, and there was no cancellation charge by the Homestead, I am enclosing our check for \$20 to refund this registration fee.

While I would have preferred to have you there, perhaps this refund will help make up for your not being able to attend.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/erc
Enc:

E. W. Drislane
Executive Director

FMSI 08724

H K Porter

July 13, 1981

Mr. W. M. Sleeth
H. K. Porter Company, Inc.
Thermoid Division
1849 East Sabine Street
Huntington, IN 46750

Dear Max:

We're now preparing our Directory with names of Officers, Directors, Delegates, Alternates, etc.

We have you listed as the Delegate from H. K. Porter Company. We have no Alternate listed. Perhaps you might name someone from your Huntington Plant to serve as the Alternate.

I have most of my dealings with Larry Belans and Jim Ulrich. Perhaps you might wish to name one of them, as they might be interested in bulletins and notices on the Institute. While a Member Company does not need an Alternate, I'd like to be sure before we publish our Membership Directory, which is usually late in August.

Sprry that you and George were not able to make the meeting. Next year will be at Sawgrass near Jacksonville, and I hope you'll be able to make it.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/erc

E. W. Drislane
Executive Director

FMSI 08725

H K Porter Co

June 5, 1981

Mr. W. Max Sleeth
H. K. Porter Company, Inc.
Thermoid Division
1849 East Sabine Street
Huntington, IN 46750

Dear Max:

In case you will be unable to attend the meetings at the Homestead, I've prepared a proxy for you to give your vote to George Bohrer. At the present time, we have no Alternate from H. K. Porter.

Would you just sign and date it and send back to me in the enclosed envelope. I hope you are able to make the meeting, and if you do, the proxy can always be revoked at the meeting.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/erc
Enc:

E. W. Drislane
Executive Director

FMSI 08726

Hk Porter Co

March 23, 1981

H. K. Porter Company, Inc.
Thermoid Division
1849 East Sabine Street
Huntington, IN 46750

Attention: Accounts Payable

Gentlemen:

I have just been reviewing some older invoices for H. K. Porter. However, I note that they have been sent to Pittsburgh, and I believe they should have been sent to Huntington. They all involved mailing of technical bulletins to Mr. Larry Belans at Huntington.

The invoices in question are:

October 31, 1980	Invoice 3474	\$15.20	} 00962
November 30, 1980	3488	15.20	
December 31, 1980	3504	15.20	} 06054

I've enclosed a copy of your statement, along with copies of the three invoices. Also enclosed is a copy of your Purchase Order 00962 which covered Invoices 3474 and 3488.

Would you please review this statement and the invoices. I don't understand why the Invoices were sent to Pittsburgh, but I would appreciate whatever you can do to make payment of these. (We have received payment on a later invoice).

Thank you.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/erc
Enc:

E. W. Drislane
Executive Director

FMSI 08727

H K Porter Co

TELEPHONE (201) 845-0440

FRICION MATERIALS STANDARDS INSTITUTE, INC.

BERGEN MALL OFFICE CENTER

E. 210 ROUTE 4

PARAMUS, N. J. 07652

January 26, 1981

Mr. Larry Belans
H. K. Porter Company
Thermoid Division
1849 East Sabine St.
Huntington, IN 46750

Dear Larry:

Per our conversation earlier in January, I am enclosing the following British Council prints:

1/GT/2
1/GT/4
40/RN/2
5/TY/1
3/LZ/1
3/NN/3

The 5/YU/1 Number that you mentioned was an invalid number. As explained earlier, the British Council has cooperated with me when I needed prints for assigning FMSI Numbers, but I cannot provide members with prints if they are not FMSI Numbers. I will probably later on assign FMSI Numbers to these prints, but since H.K. Porter is a member of the British Council, I have no problem sending these BFMC prints to you.

Sincerely,

FRICION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

EWD/e
Enclose- 6 prints

FMSI 08728

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

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

January 2, 1981

Mr. Larry Belans
H. K. Porter Company, Inc.
Thermoid Division
1849 East Sabine Street
Huntington, IN 46750

Dear Larry:

This concerns the foreign car clutch facings we talked about today. I am forwarding the seven FMSI clutch facing drawings you requested.

In going over the list of foreign numbers, the only number I could cross-over was 3/OP/8, which crosses to our FMSI 750D. A print of 750D is enclosed.

On the other numbers, I will have to write to the British Council for help. That may take some time. I question whether the 5/YU/1 Number you gave me is valid. All the other numbers are valid. You'll be hearing from me.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

EWD/e

L. Belans requested the following:

1/GT/2
1/GT/4
40/RN/2
5/TY/1
5/YU/1
3/IZ/1
8/NN/3

requested 2/8/81

Valid?

FMSI has report

FMSI 08729

E. W. Daulone.

With the Compliments of

BRITISH FRICTION MATERIALS COUNCIL

99 ALDWYCH
LONDON WC2B 4JY

Drawings. 1/GT/2)
1/GT/4) As requested
4/RN/2) yours 2.1.81
5/TT/1)
5/YO/1 is not valid.

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

BERGEN MALL OFFICE CENTER

E. 210 ROUTE 4

PARAMUS, N. J. 07652

January 2, 1981

British Friction Materials Council
c/o Baker, Rooke & Amsdons
99, Aldwych
London, WC2B 4JY
England

Gentlemen:

Could you please furnish me with one copy each of the following
British Council clutch facing prints:

1/GT/2
1/GT/4
40/RN/2
5/TY/1
5/YU/1

I question whether the last item is a valid number. If 5/YU/1 is
valid, could you advise on what vehicle it is used? Thank you.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

EWD/e

FMSI 08731

Thermoid

January 16, 1981

Mr. George J. Bohrer
H. K. Porter Company, Inc.
Thermoid Division
1849 East Sabine Street
Huntington, Indiana 46750

Dear George:

At the meeting we discussed the book published by a California Lawyer on asbestos litigation. I had sent this out earlier in Bulletin Form to the Members.

Enclosed is a copy of a brochure for this book as well as an order form.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/erc
Enc:

E. W. Drislane
Executive Director

FMSI 08732

H. K. Porter

TELEPHONE (201) 845-0440

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

BERGEN MALL OFFICE CENTER

E. 210 ROUTE 4

PARAMUS, N. J. 07652

January 12, 1981

Mr. J. W. Ulrich
H. K. Porter Company, Inc.
Thermoid Division
1849 East Sabine Street
Huntington, IN 46750

Dear Jim:

Per our phone conversation of this date, I am enclosing a listing from the British Council's book on clutch facing specifications. In addition to the standard sizes, you will see two pages of "Special Rivets," which may also apply to your question. I believe, however, that the Standard Rivets should cover most rivets.

Further, below is listed the address for the British Council, and I know that your British affiliate was a member in the recent past:

British Friction Materials Council
c/o Baker, Rooke & Amsdons
99, Aldwych
London, WC2B 4JY
England

I hope the foregoing is helpful.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

E. W. Drislane
Executive Director

EWD/e

FMSI 08733

H. K. Porter

November 3, 1980

Mr. George J. Bohrer
H. K. Porter, Inc.
Thermoid Division
1849 East Sabine Street
Huntington, IN 46750

Dear George:

This pertains to our phone conversation last week. I called the Asbestos Information Association on this question but did not speak to Bob Pigg who was off on vacation at the time. I asked Mr. Pigg's assistant on ASO but he did not know what ASO represents. They are not familiar with any group that has a position on the asbestos issue which is known as ASO. Should Mr. Pigg call back with other information I will let you know.

Best regards.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/lmc

E. W. Drislane
Executive Director

FMSI 08734



H. K. PORTER COMPANY, INC.

THERMOID DIVISION

1849 EAST SABINE STREET
HUNTINGTON, INDIANA 46750

AMCO WORKS
AREA CODE 219
TEL. 356-2410

October 6, 1980

Friction Materials Standard Institute, Inc.
Bergen Mall Office Center
E. 210 Route 4
Paramus, NJ 07652

Attn: E. W. Drislane

Dear Ed:

As promised, attached please find the production prints for the 1981 Ford Subcompact cars. Ford has two clutch designs which they are presently using and I am lead to believe that either design is used indiscriminately during production.

Sincerely,

J. W. Ulrich
Customer Service Manager

JWU/L2

attachments

FMSI 794
105

FMSI 08735

October 20, 1980

Mr. J. W. Ulrich
H. K. Porter Company, Inc.
Thermoid Division
1849 East Sabine Street
Huntington, Indiana 46750

Dear Jim:

Thank you for your letter of October ⁶~~16~~, 1980 where you enclosed clutch facing prints for the 1981 Ford sub-compact cars. Just for your information I am making the following assignments:

<u>FMSI Number</u>	<u>Size</u>	<u>Drilling</u>
794	200 x 134 x 3.5 (7.87 x 5.28 x .138)	12 Gr A Str
795	200 x 136 x 3.4 (7.87 x 5.35 x .134)	12 Gr A Str

I will be making these assignments in a Data Book Bulletin which will be issued later on. I thought you might wish to have the FMSI number assignments for these two facings.

Sincerely,

FRICITION MATERIALS STANDARDS INSTITUTE

EWD/lmc

E. W. Drislane
Executive Director

FMSI 08736

September 15, 1980

Mr. Jim Ulrich
H. K. Porter Company
Thermoid Division
1849 East Sabine Street
Huntington, IN 46750

Dear Jim:

Several months back you advised that there would be new clutch facings for the new 1981 Ford sub-compact cars. These are the Ford Escort and Mercury Lynx. I believe that there were to be two new clutch facings for these Ford sub-compacts, and perhaps one was for the passenger car and the other for the station wagon, or it might have been for different engine series. In any event, if you have clutch facing drawings for the new Ford Escort and Mercury Lynx could I please have copies? Any proprietary information should, of course, be removed. We are strictly looking for dimensions and drilling.

Your help with this is most appreciated.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/lmc

E. W. Drislane
Executive Director

FMSI 08737



↓
H. K. PORTER COMPANY, INC.

THERMOID DIVISION

1740 WEST BIG BEAVER ROAD, SUITE 105, TROY, MICHIGAN 48064

**SALES OFFICE
AREA CODE 313
Tel. 649-1606**

November 21, 1979

Mr. E. W. Drislane
Friction Materials Standards Institute, Inc.
Bergen Mall Office Center
E. 210 Route 4
Paramus, N.J. 07652

Dear Ed:

There is a new facing on the 1980 F-100 and F-150 Series which is furnished by Thermoid. The Ford part number is D9TL-7549-A.

I have asked Mr. Jim Ulrich in our Huntington office to send a print directly to you.

Best personal regards,

J. C. Black
Sales Manager
Automotive Friction

JCB/pmg

Clutch Jaws, * 1033A

FMSI 08738

November 6, 1979

Mr. Jack Black
H.K. Porter Company, Inc.
1740 West Big Beaver Road
Suite 105
Troy, Michigan 48084

Dear Jack:

I received information from Ford Motor Co. on the clutch facings used on 1980 Ford Light Trucks. In the tabulation, copy attached, they indicate Thermoid A-219X177 on some F-100 and F-150 Series Trucks. The dimensions for this clutch facing are:

10.00" OD x 6.25 ID x .136" Thick

As we have no such clutch facing, could you provide us a copy of the drilled clutch facing that is used on this application? I will need this for making a new FMSI release. Your help in providing this information is most appreciated.

Sincerely,

FRICITION MATERIALS STANDARDS INSTITUTE

EWD/lmc
Enc.

E. W. Drislane
Executive Director

FMSI 08739

November 26, 1979

Mr. R. J. Russell
Raybestos-Manhattan, Inc.
100 Oakview Drive
Trumbull, Connecticut 06611

Dear Bob:

I recently received some product information application data from Ford Motor Company for their light trucks. This concerns the clutch facings used on certain F-100 and F-150 models.

They show a new clutch facing size as follows: 10" OD x 6.25" ID x .136" Thickness. They indicate that this is either a Borg and Beck or Alma clutch. The Ford disc assembly part number is EOTA-7550-EA.

Do you have any Borg & Beck or Alma facing drawings showing this size? I have never made an assignment for this particular size. If you do have such a drawing could you send along a copy so I could make an FMSI release.

Thank you.

Sincerely,

FRICITION MATERIALS STANDARDS INSTITUTE, INC.

EWD/lmc

E. W. Drislane
Executive Director

FMSI 08740



100 OAKVIEW DRIVE
TRUMBULL, CT 06611, (203) 371-0101

December 3, 1979

Mr. E. W. Drislane
F.M.S.I., Inc.
Bergen Mall Office Center
E. 210 Route 4
Paramus, NJ 07652

Dear Ed:

In answer to your letter of November 26, we do not supply the 10" O.D. facing you indicated to either Borg & Beck or Alma. The highest part number sequence we have is 7549.

I feel that there may have been a technical error in the application data that Stratford has produced. Our Engineers feel that the clutch for the F-100 and the F-150 will use at least an 11" size facing.

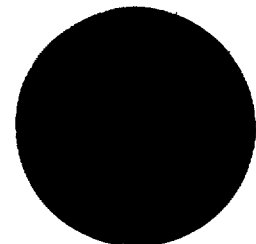
If you have any further questions, please contact me.

Sincerely,

RAYBESTOS FRICTION MATERIALS CO.

Robert J. Russell
Product Manager

/gff



FMSI 08741

March 27, 1980

Mr. L. M. Belans
H. K. Porter Company, Inc.
Thermoid Division
1849 East Sabine Street
Huntington, Indiana 46750

Subject: P. O. 38832

Dear Mr. Belans:

Enclosed please find the Acknowledgement Copy of your
Purchase Order 38832.

In February 1980, we sent you 152 copies of Shoe Bulletin #95
and billed it on our Invoice #3271. Is this Acknowledgement
just confirming the Bulletin that you already received, or is
it for another order of 152 copies of Bulletin #95?

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

ERC/erc
Enc:

Emily R. Collins

FMSI 08742



PURCHASE ORDER
H. K. PORTER COMPANY, INC.
THERMOID DIVISION

P.O. **38832**
Order No.

Ship and Render Invoices in Duplicate to

H. K. PORTER COMPANY, INC.
THERMOID DIVISION

TO **Friction Materials Standards Institute**
E-210 Route 4
Paramus, N. J. 07652

1849 Sabine St.
Huntington, Ind. 46750

THIS ORDER MUST BE ACKNOWLEDGED
STATING DEFINITE SHIPPING DATE

DATE	DELIVER TO DEPT.	WORKS CHARGE NO.	TERMS
3/24/80		29-3629	
F. O. B.	TO BE SHIPPED	VIA	SHIPPER'S REFERENCE NO.
Shipping Point	At Once	Best Way	

QUANTITY	U/M	DESCRIPTION OF MERCHANDISE	PRICE
152	pages	Shoe Bulletin #95 .05/per page	7.60
Belans			

INDIAN STATE SALES AND USE TAXABLE

Ship To: 1025 E. Franklin St.
Huntington, Ind. 46750

H. K. PORTER COMPANY, INC.
THERMOID DIVISION

Frank B. Bell

Purchasing Agent

NOTE: The printed terms and conditions on back hereof are part of this order.
The following must be plainly marked on package to guarantee
the prompt handling of your invoice.
Shipper's Name, Contents, Our Order No., Our Department No., Gross and Tare.

FMSI 08743

ORIGINAL

Terms and Conditions of Purchase

1. ACCEPTANCE — THIS PURCHASE ORDER IS AN OFFER TO BUY AND NOT AN ACCEPTANCE OF ANY OFFER TO SELL. THIS PURCHASE ORDER MUST BE ACCEPTED BY SELLER BY PROPER EXECUTION OF THE ACKNOWLEDGMENT COPY FORWARDED HERewith, WHICH MUST BE RETURNED TO BUYER WITHIN TEN (10) DAYS AFTER THE DATE OF ORDER. EXISTENCE OF ANY CONTRACT BASED UPON THIS PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL UPON SELLER'S ASSENT TO THE TERMS CONTAINED HEREIN. IN THE EVENT THAT SELLER'S ACCEPTANCE STATES TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE SET FORTH HEREIN, THIS PURCHASE ORDER SHALL BE DEEMED A NOTICE OF OBJECTION TO SUCH ADDITIONAL OR DIFFERENT TERMS AND A REJECTION THEREOF.

2. INSPECTION — GENERAL — All goods or services furnished under this order shall be received subject to Buyer's inspection and rejection at Buyer's plant or other destination as specified elsewhere in this purchase order. Risk of loss or damage to the goods remains upon Seller until goods have been inspected and accepted by Buyer at such location. If such goods or services or parts thereof are not delivered in accordance with the delivery schedule specified ~~herein~~ in this purchase order or are defective in material or workmanship or otherwise fail to conform to Buyer's instructions and drawings, then Buyer shall, in addition to any other rights it may have, have the right to reject and return such goods or services at Seller's risk and expense, and no replacement or substitution shall be made without Buyer's authorization. Payment by Buyer does not constitute acceptance or waiver of any claim. Acceptance of any or all goods or services covered by this purchase order shall not discharge Seller from liability for breach of any warranties specified herein or implied by law or usage of the trade.

3. CANCELLATION — Buyer may at any time terminate this purchase order in whole or in part by written or telegraphic notice, or verbal notice confirmed in writing. Upon termination for convenience of Buyer, settlement shall be made in accordance with the principles contained in Section 8-706 of the Armed Service Procurement Regulation (ASPR) relating to termination of subcontracts, which section as in effect on the date hereof is incorporated herein by reference. Buyer shall in no event be liable for incidental or consequential damage occasioned by such termination.

4. FORCE MAJEURE — Failure of Buyer to take delivery of goods or accept performance of services hereunder, or portions thereof, when due if occasioned by Act of God or public enemy, fire, explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, government priority, requisition or allocation or any circumstance of like character beyond the reasonable control of Buyer, or by interruption of or delay in transportation, shortages of, or inability to obtain raw materials, supplies, equipment, fuel, power, labor or other operational necessities, labor trouble, partial or complete suspension of Buyer's operations, compliance with any order or request of any governmental officer, department, agency or committee, shall not subject Buyer to any liability to Seller. In this connection, Buyer shall not be required to resolve labor disputes, or disputes with suppliers of raw materials, supplies, equipment, fuel or power, but may, in accordance with its best interest, do so. At Buyer's option, the period specified for delivery of goods or performance of services hereunder shall be extended by the period of delay occasioned by such circumstance, and deliveries or services omitted shall be made or performed during such extension or the total ordered hereunder shall be reduced by the deliveries or services or portions so omitted.

5. CHANGES — Buyer shall have the right to make changes in the terms of this purchase order, including but not limited to (a) its specifications and drawings as to goods or services to be furnished by this purchase order (b) the method of shipping and packing and (c) the time and place of delivery. Any difference in price of goods or performance of services as a result of such changes shall be equitably adjusted and the purchase order modified in writing accordingly. Any claim by Seller for adjustment under this Paragraph 5 shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the change.

6. ASSIGNMENT — Assignment of this contract, or of any interest herein, or of any money due or to become due under the terms hereof, without the prior written consent of Buyer shall be void.

7. PATENTS — Goods or services furnished hereunder, and the sale or use thereof, will not infringe any valid U.S. patent or trademark. Seller will at Seller's expense defend any suit instituted against Buyer, or Buyer's customers, charging infringement of any U.S. patent or trademark by virtue of possession, use or sale of any goods or services furnished hereunder. Seller will indemnify Buyer for all expenses, settlements or recoveries arising from any such suit. If the use of any goods or services furnished hereunder is enjoined because of patent infringement, Seller, within a reasonable time, shall at Seller's expense, either procure for Buyer the right to continue using such goods or services, or replace such goods or services with non-infringing goods or services or modify such goods or services so that they become non-infringing or remove such goods or services and refund to Buyer any sums paid therefor, including transportation and installation charges.

8. COMPLIANCE WITH LAWS — Seller guarantees that it will comply with the requirements of all applicable Federal, state and local laws and regulations, including the Fair Labor Standards Act of 1938 or any amendments thereto.

9. EQUAL OPPORTUNITY CLAUSE — Seller will not discriminate against any employee or applicant for employment because of sex, race, creed, color, religion or national origin, and Seller will take affirmative action to insure that it is in compliance with the foregoing requirements. When the materials, articles or services covered hereby are purchased or procured for use for, or in the performance of, a contract or contracts with the United States of America (hereinafter called "Government contract") or a subcontract under a Government contract, the applicable provisions of Government Procurement Regulations as in effect at the date of this purchase order will apply, and the applicable provisions of the following Executive Orders, as amended, including implementing rules and regulations, shall apply:

- a. Executive Order 11246 — Provisions relating to Equal Employment Opportunity
- b. Executive Order 11701 — Listing of employment opportunities
- c. Executive Order 11758 — Employment of handicapped
- d. Executive Order 11625 — Utilization of minority business enterprises

10. WARRANTIES — Seller warrants its good title to all goods covered hereby. Seller warrants that all goods and services covered hereby shall be: (a) of the quality specified, (b) in conformity with the specifications, drawings, samples or other descriptions furnished by Buyer, (c) fit for the purpose intended by Buyer, (d) merchantable, (e) of good material and workmanship, (f) free from defects, and (g) in conformity with any other warranties provided by law, including warranties implied from usage or trade.

11. REMEDIES — Seller shall be liable for any loss or expense incurred by Buyer, including any incidental and consequential damages incurred by Buyer, arising from (a) Seller's breach of warranty or breach of any other provision of this contract, and (b) Seller's tortious breach, including but not limited to Seller's negligence or liability without fault, in connection with Seller's sale of the goods and services covered by this purchase order or any amendment thereof.

12. INDEMNITY — Buyer shall be indemnified by Seller for any loss, expense, recovery or settlement, including counsel fees and costs of defense arising from any demand, claim or suit (regardless of the merits of such demand, claim or suit) which may be asserted or brought against Buyer as a result of injury to persons or property, including damages for personal injury or death and incidental or consequential damages, allegedly arising out of or connected with materials or services sold by Buyer pursuant to this purchase order or any amendment thereof.

13. PACKAGING — No charge will be allowed for packing, boxing, storage or cartage unless specifically stated herein.

14. INSURANCE — If this order involves the performance of labor and/or installation for Buyer on Buyer's premises, the Seller agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to any person or property arising as a result of such work. Seller further agrees to carry and furnish, when required, certificates from its insurance carriers showing that it currently carries insurance in the following minimum limits (unless higher amounts are specified):

- 1. Workman's Compensation — Statutory limits for applicable state.
- 2. General Public Liability — for each accident, \$300,000 for any one person, \$500,000 two or more persons and \$100,000 for property damage.
- 3. Automobile Liability Insurance — same limits as above to cover all owned, operated or rented automotive equipment used on or about Buyer's premises.

15. RENEGOTIATION — In the event that a Government contract number is shown on this purchase order or if it reflects a DX rating, or the nature of the material ordered or correspondence between the parties indicate that the material being purchased is intended wholly or in part, for the fulfillment of a Government contract, then this contract shall be deemed to contain all the provisions required by Section 104 of the Renegotiation Act of 1951, and by any other such act, without subsequent contract amendment specifically incorporating such provisions.

16. PRICE DECLINES — Seller will give Buyer the benefit of any price declines in goods or services covered by this purchase order to actual date of shipment of goods or performance of services, except that should Buyer permit shipment to be made or services to be performed before the specified shipping or performance date, Buyer shall have the benefit of lower prices which occur before the specified shipping or performance date.

17. DELIVERY — Time is of the essence in this contract, and if delivery of goods or rendering of services is not completed by the time promised, Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Seller with any loss incurred.

18. AMENDMENTS — No agreement or understanding to modify this contract shall be binding upon the Buyer unless in writing and signed by Buyer's authorized agent. All specifications, drawings and data submitted to Seller with this order are hereby incorporated herein and made a part hereof.



PURCHASE ORDER
H. K. PORTER COMPANY, INC.
THERMOID DIVISION

P.O. **38832**
Order No. _____

Ship and Render Invoices in Duplicate to

H. K. PORTER COMPANY, INC.
THERMOID DIVISION

TO Friction Materials Standards Institute.
E-210 Route 4
Paramus, N. J. 07652

1849 Sabine St.
Huntington, Ind. 46750

THIS ORDER MUST BE ACKNOWLEDGED
STATING DEFINITE SHIPPING DATE

DATE 3/24/80	DELIVER TO DEPT.	WORKS CHARGE NO. 29-3629	TERMS
F. O. B. Shipping Point	TO BE SHIPPED At Once	VIA Best Way	SHIPPER'S REFERENCE NO.

QUANTITY	U/M	DESCRIPTION OF MERCHANDISE	PRICE
152	pages	Shoe Bulletin #95 .05/per page	7.60
SEE LETTER ATT'D			
Belans			
Ship To: 1025 E. Franklin St. Huntington, Ind. 46750			

ACCEPTED BY _____
TITLE _____
DATE TO BE SHIPPED _____

Terms of this Purchase Order are set forth herein and printed on the reverse side hereof.

By executing this acknowledgement, Seller assents to the terms of this Purchase Order which may be additional to or different from the terms of any offer or quotation hereto made or sent by Seller to Buyer.

ACKNOWLEDGEMENT

FMSI 08745

4. **EQUAL OPPORTUNITY CLAUSE** Seller will not discriminate against any employee or applicant for employment because of sex, race, creed, color, religion or national origin, and Seller will take affirmative action to ensure that this is compliance with the foregoing requirements. When the materials, articles or services covered hereby are purchased or procured for use for, or in the performance of, a contract or contracts with the United States of America (hereinafter called "Government contract") or a subcontract under a Government contract, the applicable provisions of Government Procurement Regulations in effect on the date of this purchase order will apply, and the applicable provisions of the following Executive Orders, as amended, including implementing rules and regulations, shall apply:

c. Executive Order 11346	* "Provisions relating to Equal Employment Opportunity"
d. Executive Order 11761	Listing of employment opportunities
e. Executive Order 11758	Employment of handicapped
f. Executive Order 11625	Utilization of minority business enterprises

10. **WARRANTIES.** Seller warrants its good title to all goods covered hereby. Seller warrants that all goods and services covered hereby shall be, (a) of the grades specified, (b) in conformity with the specifications, drawings, samples or other descriptions furnished by Buyer, (c) fit for the purpose intended by Buyer, (d) merchantable, free of good material workmanship, (e) free from defects, and (f) in conformity with any other warranties provided by law, including warranties implied by an implied warranty.

11. REMEDIES — Seller shall be liable for any loss or expense incurred by Buyer, including any incidental and consequential damages incurred by Buyer in connection with Seller's breach of warranty or breach of any other provision of this contract, and, on Seller's serious breach, including but not limited to Seller's negligence, or liability without fault, in connection with Seller's sale of the goods and/or services covered by this purchase order or any amendment thereto.

32. **INDEMNITY.** Buyer shall be indemnified by Seller for any loss, expense, damage or settlement, including counsel fees and costs of defense arising from any claim or action, suit or proceedings, regardless of the merits of such claim, action or suit, including but not limited to any brought against Buyer as a result of injury to persons or property, including damages for personal injury or death and incidental or consequential damages, alleged arising out of or connected with materials or services sold by Buyer pursuant to this purchase order, or any amendment thereto.

13. **PACKAGING**—No charge will be allowed for packing, moving, storage or handling, unless specifically stated herein.

14. INSURANCE. This order involves the performance of Seller and an obligation for Buyer on Buyer's promises: the Seller agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to

a wife or person of property arising as a result of such work. Seller further agrees to carry, and furnish, when required, certificates from its insurance carriers showing that it is carrying earth quake insurance in the following minimum limits (unless higher amounts are specified here):

1. Workers' Compensation – Statutory limits (not applicable state)
2. General Public Liability – For each accident, \$500,000 for any one person, \$500,000 for or more persons and \$100,000 for property damage
3. Automobile Liability Insurance – same limits as above to cover all owned, operated or rented automotive equipment used on or about Club's premise

13. 13.11.14 NECOTEC (1928). In the event that a Government contract number is shown on this purchase order or that reflects a DA rating, the nature of the material ordered in consequence between the parties indicate that the material being purchased is intended wholly or in part, for the fulfillment of a Government contract, then this contract shall be deemed to contain all the provisions required by Section 104 of the Bioregulation Act of 1951, and by any other such act, without subsequent contract amendment specifically incorporating such provisions.

16. **PRICE DECLINES**—Seller will give Buyer the benefit of any price declines in goods or services covered by this purchase order to actual date of shipment of goods or performance of services, except that should Buyer permit shipment to be made or services to be performed before the specified shipping or performance date, Buyer shall have the benefit of lower prices which occur before the specified shipping or performance date.

12. DELIVERY Time is of the essence in this contract, and if delivery of goods or rendering of services is not completed by the time promised, Buyer reserves the right to sue for liability, in addition to its other rights and remedies. To terminate this contract, by notice effective when received by Seller, as to started items not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Seller with any loss incurred.

18. **AMENDMENTS.** No agreement or understanding to modify this contract shall be binding upon the Buyer unless in writing and signed by Buyer's authorized agent. All specifications, drawings and data submitted to Seller with this order are hereby incorporated herein and made a part hereof.



H. K. PORTER COMPANY, INC.

THERMOID DIVISION

1849 EAST SABINE STREET
HUNTINGTON, INDIANA 46750

AMCO WORKS
AREA CODE 219
TEL. 356-2410

April 2, 1980

Friction Materials Standards Institute, Inc.
Bergen Mall Office Center
E. 210 Route 4
Paramus, N.J. 07652

Attn: Emily R. Collins

Re: P. O. 38832

Dear Ms. Collins:

Attached was merely a confirmation copy sent by
my Purchasing Department. Please DO NOT duplicate since
we have received the shipment.

Thanks for bringing to my attention.

Sincerely,

L. M. Belans
Product Sales Manager

LMB/L2

FMSI 08747



PURCHASE ORDER

H. K. PORTER COMPANY, INC.

P.O. 8938
Order No.

THERMOID DIVISION

~~STANDARD~~ Render Invoices in Duplicate to

H. K. PORTER COMPANY, INC.
THERMOID DIVISION

TO

Friction Materials Standards Institute, Inc.
E. 210 Route 4
Paramus, N.J. 07652

1849 Sabine St.
Huntington, Ind. 46750

THIS ORDER MUST BE ACKNOWLEDGED
STATING DEFINITE SHIPPING DATE

DATE 3/10/77	DELIVER TO DEPT. L. Belans	Product Sales	WORKS CHARGE NO. 24-3629	TERMS
F. O. B.	TO BE SHIPPED	VIA	SHIPPER'S REFERENCE NO.	
Shipping Point At Once		Best Way		
QUANTITY	U/M	DESCRIPTION OF MERCHANDISE		PRICE
2500		1977 Automotive Data Book TWIDDLE		374.40 M
		Plus Punching		12.60 M
2500		1977 Supplement to the 1976 Brake Shoe Identification Catalog both with covers & punched SUCCESS		143.30 M
		Plus Punching		3.60 M
INDIANA STATE SALES AND USE TAXES				
Ship To: 701 N. Broadway Huntington, Ind. 46750				
Belans				

NOTE: The printed terms and conditions on back hereof are part of this order.
The following must be plainly marked on package to guarantee
the prompt handling of your invoice.
Shipper's Name, Contents, Our Order No., Our Department No., Gross and Tare.

H. K. PORTER COMPANY, INC.
THERMOID DIVISION

Frank B. Bell
Purchasing Agent

ORIGINAL

FMSI 08748

8838

CONDITIONS OF PURCHASE

1. **PACKING:** No charge will be allowed for packing, boxing, storage or cartage unless so stipulated herein.
2. **INSPECTION:** All items furnished under this order shall be received subject to Buyer's inspection and rejection. If such goods or parts thereof are found to be defective in material or workmanship, or not otherwise in agreement with Buyer's specifications, then Buyer shall have the right to reject and return such items at Seller's expense, and no replacement or substitution shall be made without Buyer's authorization. Payments for items supplied on this order, made prior to inspection, shall not be deemed as acceptance thereof.
3. **PATENTS:** Seller agrees to indemnify and to hold Buyer harmless from all liability, direct or indirect, for patent infringements and from any other claims for damages in which Seller may be involved affecting the sale or use of the items herein ordered, and to defend all suits against Buyer involving any such claims.
4. **NON-ASSIGNMENT:** This order may not be assigned by Seller without the prior written consent of Buyer.
5. **WORK ON PURCHASER'S PREMISES:** If Seller's work under this order involves operations by Seller on Buyer's premises, Seller is and undertakes performance thereof as an independent contractor. Seller shall take all necessary precautions to prevent the occurrence of any damage to person or property during progress of such work and shall indemnify Buyer against all loss which may result directly or indirectly from any act or omission on part of Seller, its agents, employees, or subcontractors, except to the extent that any such damage is due solely and directly to the negligence of Buyer, and such persons while in Buyer's plant shall be subject to all applicable rules of said plant, including those for safety and fire prevention. Seller shall maintain such Public Liability, Property Damage and Employer's Liability and Compensation Insurance as will adequately protect Buyer from said risks and from any claims under any applicable Workmen's Compensation and Occupational Disease Acts. Seller agrees, upon request of Buyer, to transmit to Buyer certificates of Workmen's Compensation, Employer's Liability and Public Liability Insurance, with limits for Public Liability of not less than \$100/300,000 for bodily injury and not less than \$50/100,000 for property damage.
6. **COMPLIANCE WITH FAIR LABOR STANDARDS ACT AND OTHER LAWS:** By accepting this order Seller represents that all goods furnished were or will be produced in full compliance with the Fair Labor Standards Act of 1938 as amended and all other applicable Federal, State and Local laws and regulations.
7. **PRICE DECLINES:** Seller will give Buyer the benefit of any price declines prior to actual time of shipment, except that should Buyer permit shipment to be made before specified shipping date, Buyer shall be entitled to lower prices which occur before specified shipping date.
8. **CANCELLATION:** The right is reserved to cancel all or any part of this order if not filled in accordance with Buyer's delivery schedule, or if Seller becomes insolvent or files a petition in bankruptcy.
9. **WARRANTY:** Seller expressly warrants that all the articles, material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or adopted by the Buyer, and will be of good material and workmanship, and free from defects, and if the articles are not ordered to Buyer's specifications, Seller further warrants that they will be merchantable and fit and sufficient for the purpose intended.
10. **TERMS COMPLETE AND CONTROLLING:** The provisions set forth herein and on the face side hereof shall exclusively control and govern the terms of any contract resulting from this Purchase Order and shall constitute the complete agreement between the parties. No understandings, representations or agreements, express or implied, shall be valid unless incorporated in this document, nor shall any prior dealing or trade usage be relevant to modify, invalidate, supplement or explain any term or provision hereof. No inconsistent or additional provisions, including disclaimers of warranties, contained in Seller's invoice or other acknowledgement hereof shall be valid regardless of any statement to the contrary therein.
11. **EQUAL EMPLOYMENT:** The Seller agrees by acceptance of this order to comply with all provisions of Presidential Executive Orders 10925 dated March 6, 1961, 11114 dated June 22, 1963, and 11246 dated September 24, 1965, and all pertinent rules, regulations and orders pertaining to Equal Employment Opportunity created thereunder, and further agrees, upon written request by Purchaser, to promptly execute and return to Purchaser appropriate certificates, to be provided by Purchaser, attesting to Seller's compliance with the aforementioned Presidential Executive Orders and rules, regulations and orders issued pursuant to same.
12. **CONSIGNMENT:** Purchases on consignment is considered as a "Sale on Approval" and that the goods may be returned by the buyer within a reasonable time and that our acceptance of and payment for a part of the goods will not constitute an acceptance of the whole.

HK Porter

March 28, 1977

Mr. Ab Lechter-Lopez
H. K. Porter Company, Inc.
Thermoid Division
1849 E. Sabine Street
Huntington, Indiana 46750

Dear Ab:

With your to move to Huntington, some papers may not have caught up.

I'm enclosing a copy of our category filing form which is used to establish the annual fee for 1977-78. I've also enclosed a copy of your declaration for 1976-77.

Could you please fill out the new declaration attached to BULLETIN NO. 593 and return in the enclosed envelope.

Sincerely,

FRICITION MATERIALS STANDARDS INSTITUTE, INC.

EWD/lmc
Encs.

E. W. Drislane
Executive Director

FMSI 08750

MAILING LIST CHANGE

Member H K. PORTER

Date 3/7/77

This change effects the following lists:

General Bulletins - Active	☒	Foreign Shoe Bulletins	☐
General Bulletins - Regional	☐	Delegates & Alternates	☒
General Bulletins - Licensees	☐	Annual Fee Billing	☒
Data Book Bulletins	☒	Regular Billing	☒
Shoe Bulletins	☒		

Change List As Follows:

AB LECTER WOEZ - HUNTINGTONS - (NOW ~~AN~~ ALTERNATE)
* J C. BLACOC - " "
L. M. BELAND - " "
G. KNEEBOR } NO LONGER WITH PORTER.
E. BARRINGER }

Source of Change: A. LECTER WOEZ 3/1/77

	<u>Name</u>	<u>Date</u>
Requested by:	<u>ERC</u>	<u>3/7/77</u>
Rolodex Files (Both) Changed:	<u>ERC</u>	<u>3/7/77</u>
Addressograph Plate Changed:	<u>ERC</u>	<u>3/24/77</u>
Address/Telephone Directory Changed:	<u>ERC</u>	<u>3/24/77</u>

Book Reference Committee OK.



H. K. PORTER COMPANY, INC.

THERMOID DIVISION

1849 EAST SABINE STREET
HUNTINGTON, INDIANA 46750

AMCO WORKS
AREA CODE 219
TEL. 356-2410

March 1, 1977

Friction Materials Standards Institute, Inc.
Bergen Mall Office Center
E. 210 Route 4
Paramus, N. J. 07652

Attention: Mr. Ed W. Drislane

Dear Ed:

Please be advised that the correct address for J. C. Black and myself is:

1849 East Sabine Street
Huntington, Indiana 46750

Please change your records accordingly.

Sincerely yours,

H. K. Porter Company, Inc.
Thermoid Division, Amco Works

A. Lechter-Lopez
General Sales Manager

AL-L:kme

FMSI 08752



H. K. PORTER COMPANY, INC.

THERMOID DIVISION

1849 EAST SABINE STREET
HUNTINGTON, INDIANA 46750

AMCO WORKS
AREA CODE 219
TEL. 356-2410

February 18, 1977

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

Dear Ed:

Mr. George O. Krueger is no longer associated
with our company. Please be advised that our
Mr. Jack C. Black, General Sales Manager-
Friction Group, will be our Alternate Delegate.

I will continue as the Main Delegate.

Please change your records to show my title
as "General Manager-Friction Group".

Very truly yours,

H. K. PORTER COMPANY, INC.

A. Lechter-Lopez
A. Lechter-Lopez

ALL:ss

cc: J. C. Black

FMSI 08753

February 23, 1977

Mr. A. Lechter-Lopez
H. K. Porter Co., Inc.
Thermoid Division
1849 East Sabine Street
Huntington, Indiana 46750

Dear Al:

Thank you for your letter of 18 February 1977 relative to Mr. J. C. Black being the Alternate Delegate for H. K. Porter. I have a few questions.

Is your address now to be changed to the above Indiana address?

Is Jack Black's address still:

1740 West Big Beaver Road
Suite 105
Troy, Michigan 48064

Sincerely,

FRICITION MATERIALS STANDARDS INSTITUTE

EWD/lmc

E. W. Drislane
Executive Director

FMSI 08754

H. K. Porter

November 24, 1976

Mr. J. C. Black
H. K. Porter Company, Inc.
Thermoid Division
1740 West Big Beaver Road
Suite 105
Troy, Michigan 48064

Dear Jack:

I received specification information from Ford Motor Co. for passenger cars in October 1976. They listed a new clutch assembly for their 1977 Mustang with the 302 engine.

10"O.D., 6.75" I.D., .125/.150 thick
32 DGAP drilling, Long # 165-10435 and 6.

As this use of 2 thicknesses in the assembly was new for Ford passenger, I wrote back requesting drawings. Ford replied that Borg and Beck advised that they would not forward facing drawings (Ford works off a plate assembly drawing). As you may know, Borg and Beck, Long and Rockford do not supply us with facing drawings. I am unable to get copies and Ford suggested I contact the (friction material) supplier.

I believe the .125 thick facing is our FMSI #1005-A (copy enclosed). If you have prints available I'd appreciate your sending copies of drilled facings. You could remove or block out any information you consider proprietary or that might identify you as the ~~source~~ of the print.

If we are shut-off on clutch facing prints, the FMSI will be unable to make assignments. I am writing to others in the clutch facing business, but would appreciate whatever you can do to help.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/erc
Enc.

E. W. Drislane
Executive Director

FMSI 08755



H. K. PORTER COMPANY, INC.

THERMOID DIVISION

PORTER BUILDING • PITTSBURGH, PENNSYLVANIA 15219

AREA CODE 412
TEL. 391-1800

July 12, 1976

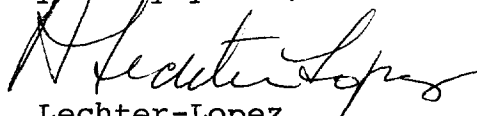
Mr. E. W. Drislane
Executive Director
Friction Materials Standards Institute
Bergen Mall Office Center
E 210 Route 4
Paramus, N. J. 07652

Dear Ed:

Please be advised that Mr. George Krueger will be the FMSI Alternate Delegate from H. K. Porter Company, Inc. George is our Heavy Duty Sales Manager and he is based out of the Pittsburgh office.

Best personal regards.

Very truly yours,


A. Lechter-Lopez
General Sales Manager-
Friction Group

AL-L:ls
cc: G. O. Krueger

OK.
ene
7/14/76

FMSI 08756

HK Porter

July 1, 1976

Mr. Ab Lechter-Lopez
H. K. Porter Company, Inc.
Thermal Division
601 Grant Street
Porter Building
Pittsburgh, Pa. 15219

Dear Ab:

Our Institute records have you listed as the Delegate from H. K. Porter Co. Mr. E. L. Werner had been the Alternate, but his name was removed during the past fiscal year. As of now you have no Alternate.

While there is no absolute need for an Alternate it is helpful when we get involved with mail ballots and the like. Mr. Jack Black and Mr. Larry Belans have served as Alternates in the past. If you wish to appoint an Alternate Delegate from H. K. Porter Co., please advise.

Sincerely,

FRICION MATERIALS STANDARDS INSTITUTE

END/arc

E. W. Drislane
Executive Director

FMSI 08757



↓
H. K. PORTER COMPANY, INC.

THERMOID DIVISION

PORTER BUILDING • PITTSBURGH, PENNSYLVANIA 15219

**AREA CODE 412
TEL. 391-1800**

June 8, 1976

Mr. E. W. Drislane
Executive Director
Friction Materials Standards Institute, Inc
E-210 Route 4
Paramus, N.J. 07652

Dear Mr. Drislane:

I have received your bulletin #570 regarding Scan-Pac application for membership to FMSI.

I would appreciate receiving a catalog to familiarize myself with the operations of this company.

Best personal regards.

Very truly yours,

A. Lechter-Lopez
General Sales Manager-
Friction Group

AL-L:ls

FMSI 08758

June 10, 1976

Mr. Ab Lechter-Lopez
H. K. Porter Company, Inc.
Thermal Division
601 Grant Street
Porter Building
Pittsburgh, Pa. 15219

Dear Ab:

This is to reply to your June 8, 1976 letter regarding a catalog for Scan-Pac.

While I can not spare the only catalog I have, I'm enclosing a Xerox copy of the catalog.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/erc
Enclosure:

E. W. Drislane
Executive Director

FMSI 08759



H. K. PORTER COMPANY, INC.

THERMOID DIVISION

PORTER BUILDING • PITTSBURGH, PENNSYLVANIA 15219

AREA CODE 412
TEL. 391-1800

April 12, 1976

Friction Materials Standards Institute, Inc.
Bergen Mall Office Center
E. 210 Route 4
Paramus, N. J. 07652

Attn.: E. W. Drislane
Executive Director

Dear Ed:

I have your memo of April 8, 1976, re.: 1976 Brake Shoe Identification Catalog.

Attached is a copy of my Purchase Order for 1,000, dated March 16, 1976.

If you need any further help, please let me know.

Sincerely yours,

L. M. Belans
Product Manager

IMB/gs

Att.

FMSI 08760



H. K. PORTER COMPANY, INC.
THERMOID DIVISION

PORTER BUILDING • PITTSBURGH, PENNSYLVANIA 15219

AREA CODE 412
TEL. 391-1800

January 15, 1976

Friction Materials Standards Institute, Inc.
Bergen Mall Office Center
E. 210 Route 4
Paramus, New Jersey 07652

Attention E. W. Drislane

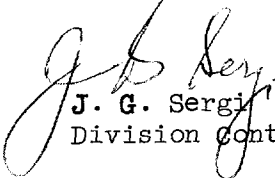
Dear Sir:

Your letter of January 13 to Mr. A. Lechter-Lopez has been forwarded to me for handling.

I appreciate you advising us of the error on our Check No. 09339 whereby we over paid your Invoice No. 2052 by \$1,500. Please forward the refund for this overpayment to H. K. Porter Company, Inc., Thermoid Division, Pittsburgh, Pa. 15219. Please forward this check to my attention.

Very truly yours,

H. K. PORTER COMPANY, INC.


J. G. Sergi
Division Controller

JGS/mg

EWS
*check sent
1/19/76*

FMSI 08761

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

BERGEN MALL OFFICE CENTER

E. 210 ROUTE 4

PARAMUS, N. J. 07652

H.K. Porter

January 13, 1976

Mr. Ab Lechter-Lopez
H. K. Porter Company, Inc.
Thermoid Division
601 Grant Street
Pittsburgh, Pa. 19219

Dear Ab:

We recently billed H. K. Porter for the balance of the annual fee for our fiscal year July 1, 1975 - June 30, 1976. See our Invoice 2052 attached.

Apparently the invoice was misunderstood, and H. K. Porter paid \$3,000 rather than the \$1,500 due. We will refund this overpayment if you will advise to whom we should address the refund. Please let me know to whose attention it should be sent.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/erc
Encs.

E. W. Drislane
Executive Director

CHECK NO. 9339 H. K. PORTER COMPANY, INC.

THERMOID DIVISION
PITTSBURGH, PENNSYLVANIA 15219

VENDOR NO.	REGISTER NO.	VENDOR'S INVOICE		GROSS AMOUNT	DISCOUNT	NET AMOUNT
		DATE	NUMBER			
10300	010003	12/31/75	0000000	60.80	.00	60.80
10300	010007	01/05/76	0000000	3,000.00	.00	3,000.00
				3,060.80	.00	3,060.80

DETACH AND RETAIN FOR YOUR FILES

FMSI 08763

MAILING LIST CHANGE

Member HK Parle G

Date 1/8/76

This change effects the following lists:

General Bulletins - Active	☐	Foreign Shoe Bulletins	☐
General Bulletins - Regional	☐	Delegates & Alternates	☐
General Bulletins - Licensees	☐	Annual Fee Billing	☐
Data Book Bulletins	☒	Regular Billing	☐
Shoe Bulletins	☒		

Change List As Follows:

Reduce Pink and Blue Bulletins to
Eric Barruzzi from
175 to 23

Source of Change: E Barruzzi phone 1/8/76

	<u>Name</u>	<u>Date</u>
Requested by:	<u>Eric</u>	<u>1/8/76</u>
Rolodex Files (Both) Changed:	<u>Eric</u>	<u>1/9/76</u>
Addressograph Plate Changed:	<u>none</u>	<u>none</u>
Address/Telephone Directory Changed:	<u>none</u>	<u>none</u>



H. K. PORTER COMPANY, INC.

THERMOID DIVISION

1849 EAST SABINE STREET
HUNTINGTON, INDIANA 46750

AMCO WORKS
AREA CODE 219
TEL. 356-2410

December 3, 1975

Cw9

Friction Materials Standard Institute, Inc.
Bergen Mall Office Center
E. 210 Route 4
Paramus, New Jersey 07652

Attention: Mr. E. W. Drislane, Executive Director.

Dear Ed:

Enclosing a copy of the print for the 1976 Chevette. The only problem is, hole location is not available on this print. We furnish sample facings and the customer drills the holes.

Sorry Ed - no holes.

Very truly yours,

Dean Williams

Dean L. Williams

DLW/cjb

cc: L. Belans

FMSI 08765

Porter

November 21, 1975

Mr. Eric Barringer
H. K. Porter Company, Inc.
601 Grant Street
Porter Building
Pittsburgh, Pa. 15219

Dear Eric:

Per your phone request of November 20, 1975 I am forwarding a copy of the historical sales figures for six months ended June 30, 1975.

The note I received asked also for a copy of the "Porter statement". As the young lady who took the call is not in today, I'm not sure of what is meant by the "Porter statement." If the original data that you sent to the accountants is meant, I have no access to that data. That is confidential, and it can't be released to anyone—and I believe that would include those who filed it.

If the "statement" is that attached, it is enclosed.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/arc
Enclosure

E. W. Drislane
Executive Director

FMSI 08766

H K PORTER

February 5, 1980

Mr. G. J. Bohrer
H. K. Porter Co., Inc.
Thermoid Division
1849 East Sabine Street
Huntington, IN 46750

Dear George:

I had a call from GCA Technology Division, Chapel Hill, North Carolina concerning woven asbestos clutch facings. The party who called was Mr. Tom Henderson. His address follows:

GCA Technology Division
500 East Towne Drive
Chapel Hill, North Carolina 27514

GCA is a contractor for the EPA's Office of Toxic Substances Control. Mr. Henderson is apparently working specifically with asbestos textiles.

I indicated to Mr. Henderson that my background was primarily molded friction materials. I also indicated that just about all automotive brake linings (on highway) are molded today and that the textile asbestos (woven) would be used primarily in clutch facings and in some industrial applications.

He asked why asbestos textiles would be used in certain friction products and not in brake systems? I gave answers about as follows: Because a clutch facing is subject to centrifugal forces it must have high burst strength. Because of these centrifugal forces some clutch manufacturers have opted for woven clutch facings particularly in the larger diameters. I indicated that in general most molded clutch facings did not have the burst strength of the woven materials. I also indicated that for some industrial applications (for example external contracting bands) that the woven material could flex more than molded. I stated that woven material had more flexural properties than conventional molded materials. However, I indicated in response to other questions that I was not skilled in this area and that he would have to secure his information elsewhere.

FMSI 08767

Mr. G. J. Bohrer
H. K. Porter Co., Inc.

-2-

February 5, 1980

As we have been asked to cooperate with EPA and its contractors in response to specific questions, I advised that your company may be a manufacturer of woven clutch facings. You may hear from Mr. Henderson on questions such as these and I am passing this information along so that you will be aware that he may be contacting you.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

EWD/lmc

E. W. Drislane
Executive Director

FMSI 08768

H.K. Porter Co

December 5, 1979

The Heart Association
4 Trolley Square
Wilmington, Delaware 19806

Gentlemen:

Would you kindly accept the enclosed check made out to the Heart Association in memory of Mr. John C. Black who died on Friday, November 23, 1979.

Mr. Black was a most helpful member of the Institute for many years and our Membership wishes to send a token of their sorrow at this loss.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/erc
Enc:

E. W. Drislane
Executive Director

FMSI 08769



↓
H. K. PORTER COMPANY, INC.

THERMOID DIVISION

1849 EAST SABINE STREET
HUNTINGTON, INDIANA 46750

AMCO WORKS
AREA CODE 219
TEL. 356-2410

November 30, 1979

Friction Materials Standards Institute, Inc.
Bergen Mall Office Center
E 210 Route 4
Paramus, New Jersey 07652

Attention: Mr. E. W. Drislane

D9TL-7549-A

Dear Ed:

As per Jack Black's recent request, please find attached the facing print for the 1980 F-100 and F-150 series Ford Truck which is furnished by Thermoid.

Sincerely,

J. W. Ulrich
Customer Service Manager

JWU/11

FMSI 08770

1st K Porter Co

December 5, 1979

Mr. J. W. Ulrich
H. K. Porter Company, Inc.
Thermoid Division
1849 East Sabine Street
Huntington, Indiana 46750

Dear Jim:

Thank you for your letter of November 30, 1979 where you sent along a copy of facing print D9TL-7549-A.

I am enclosing copy of the notice that we sent to the Membership concerning Jack Black. We will miss Jack. He was always most helpful to me and was a big help on our Brake Performance Study Committee.

Sincerely,

FRICITION MATERIALS STANDARDS INSTITUTE

EWD/erc
Enc:

E. W. Drislane
Executive Director

FMSI 08771

B U L L E T I N

N O. 6 6 6

November 27, 1979

MR. JOHN C. (JACK) BLACK, H.K. PORTER COMPANY

We have been advised that Mr. John C. (Jack) Black, the Alternate from H.K. Porter Company's Thermoid Division, died of a heart attack on Friday, November 23, 1979. The funeral will be held today, November 27, 1979 in Wilmington, Delaware. The family has suggested that memorial contributions be sent to:

The Heart Association
Four Trolley Square
Wilmington, Delaware 19806

Jack Black had, at various times, served as the Delegate and more recently as the Alternate from H.K. Porter Company's Thermoid Division. He has also served for many years as a member of the Institute's Brake Performance Study Committee. He was well known in the friction materials industry and had been representing Thermoid from offices in Troy, Michigan over the past several years. Jack had also served on the SAE Sub-committee for brake linings for many years.

The Institute will be sending a contribution to the Heart Association in memory of Mr. Black.

E. W. Drislane
Executive Director

Distribution: Active Members
(List A)
Brake Performance Study Committee



PURCHASE ORDER

H. K. PORTER COMPANY, INC.

THERMOID DIVISION

P.O. Order No. 25686

Ship and Render Invoices in Duplicate to

H. K. PORTER COMPANY, INC.
THERMOID DIVISION

TO

Friction Materials Standards Institute
E210 Route #4
Paramus, N. J. 07652

1849 Sabine St.
• Huntington, Ind. 46750

THIS ORDER MUST BE ACKNOWLEDGED
STATING DEFINITE SHIPPING DATE

DATE	DELIVER TO DEPT.	WORKS CHARGE NO.	TERMS
12/29/78	Sales Dept.	3629	
F. O. B.	TO BE SHIPPED	VIA	SHIPPER'S REFERENCE NO.
Shipping Point	At Once	Best Way	
QUANTITY	U/M	DESCRIPTION OF MERCHANDISE	PRICE
200	ea.	"Friction Materials Work Practices Guide @.09 ea.	18.00 tota
Ship To: 1025 E. Franklin St. Huntington, Ind. 46750 2916 2/23/79			

Ulrich

Ship To: 1025 E. Franklin St.
Huntington, Ind. 46750

H. K. PORTER COMPANY, INC.
THERMOID DIVISION

Frank Boyell

Purchasing Agent

ORIGINAL

FMSI 08773

NOTE: The printed terms and conditions on back hereof are part of this order.
The following must be plainly marked on package to guarantee
the prompt handling of your invoice.
Shipper's Name, Contents, Our Order No., Our Department No., Gross and Tare.

Terms and Conditions of Purchase

1. ACCEPTANCE. THIS PURCHASE ORDER IS AN ORDER TO BUY AND NOT AN OFFER OF ANY OFFER TO SELL. THIS PURCHASE ORDER MUST BE ACCEPTED BY BUYER BY PROPER EXECUTION OF THE ACKNOWLEDGMENT COPY FORWARDED HEREWITH. BUYER MUST BE RETURNED TO BUYER WITHIN TEN (10) DAYS AFTER THE DATE OF ORDER EXISTENCE OF ANY CONTRACT BASED UPON THIS PURCHASE ORDER IS EXPRESSLY MADE. CONVENTION UPON SELLER'S ASSENT TO THE TERMS, CONTAINED HEREIN, IN WRITING, BY THE BUYER'S SIGNATURE, SHALL BE DEEMED A NOTICE OF OBJECTION TO SUCH ADDITIONAL OR DIFFERENT TERMS AND A REJECTION THEREOF.

2. INSPECTION - GENERAL. All goods or services furnished under this order shall be received subject to Buyer's inspection and rejection at Buyer's plant or other destination as specified elsewhere in this purchase order. Risk of loss or damage to the goods remains upon Seller until goods have been inspected and accepted by Buyer at such location. If such goods or services or portions thereof are not delivered in accordance with the delivery schedule specified elsewhere in this purchase order or are defective in material or workmanship or otherwise fail to conform to Buyer's instructions and drawings, then Buyer shall, in addition to any other rights it may have, have the right to reject and return the goods or services at Seller's risk and expense, and no replacement or substitution shall be made without Buyer's authorization. Payment by Buyer does not constitute acceptance or waiver of any claim. Acceptance of any or all goods or services covered by this purchase order shall constitute Buyer's acceptance of the goods or services and the warranties specified herein or implied by law or usage of the trade.

3. CANCELLATION. Buyer may at any time terminate this purchase order in whole or in part by written or telegraphic notice. If such notice is confirmed in writing, upon termination for convenience of Buyer, settlement shall be made in accordance with the principles contained in Section 8-106 of the Armed Services Procurement Regulation (ASPR) relating to termination of subcontracts, which section as in effect on the date hereof is incorporated herein by reference. Buyer shall in no event be liable for incidental or consequential damage occasioned by such termination.

4. FORCE MAJEURE. Failure of Buyer to take delivery of goods or accept performance of services hereunder, or portions thereof, when due if occasioned by Act of God or public enemy, fire, explosion, pestilence of the sea, flood, drought, war, riot, sabotage, accident, embargo, government prohibition, requisition or allocation, or any circumstance of like character beyond the reasonable control of Buyer, or by interruption or delay in transportation, shortage of, or inability to obtain raw materials, supplies, equipment, fuel, power, labor or other operational necessities, labor trouble, partial or complete suspension of Buyer's operations, compliance with any order or request of any governmental officer, department, agency or committee, shall not subject Buyer to any liability to Seller. In this connection, Buyer shall not be required to resolve labor disputes, or disputes with suppliers of raw materials, supplies, equipment, fuel or power, but may, in accordance with its best interest, do so. At Buyer's option, the period specified for the delivery of goods or performance of services hereunder shall be extended by the period of delay occasioned by such circumstance, and deliveries or services omitted shall be made or performed during such extension or the period ordered hereunder shall be reduced by the deliveries or services or portions so omitted.

5. CHANGES. Buyer shall have the right to make changes in the terms of this purchase order, including but not limited to (a) its specifications and drawings as to goods or services to be furnished by this purchase order by the method of shipping and packing and (c) the time and place of delivery. Any difference in price of goods or performance of services as a result of such changes shall be equitably adjusted and the purchase order modified in writing accordingly. Any claim by Seller for adjustment under this Paragraph 5 shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the change.

6. ASSIGNMENT. Assignment of this contract, or of any interest herein, or assignment of the due or becoming due under the terms hereof, without the prior written consent of Buyer shall be void.

7. PATENTS. Goods or services furnished hereunder, and the sale or use thereof, will not infringe any valid U.S. patent or trademark. Seller will at Seller's expense defend a suit instituted against Buyer or Buyer's customers, phrasing infringement of any U.S. patent or trademark by virtue of possession, use or sale of any goods or services furnished hereunder. Seller will indemnify Buyer for all damages, settlements or recoveries arising from any such suit. If the use of any goods or services furnished hereunder is enjoined by a court of competent jurisdiction, Seller shall pay, or cause to be paid, at Seller's expense, either directly for the right to continue the use of such goods or services, or indirectly for such goods or services with any infringing goods or services or indirectly for such goods or services so that the infringing non-infringing or remove such goods or services and return to Buyer any sums paid in connection with such litigation and litigation charges.

8. COMPLIANCE WITH LAWS. Seller shall comply with all company with the provisions of all applicable Federal, State and local laws and regulations including the Fair Labor Standards Act of 1938 as amended from time to time.

9. EQUAL OPPORTUNITY CLAIMS. Seller will not discriminate against any employee or applicant for employment because of race, sex, color, religion, national origin, and Seller will take affirmative action to ensure that it complies with the foregoing requirements. When the material, articles or services covered by this purchase order are purchased or prepared for use for, or in the performance of, a contract or contracts with the United States of America (hereinafter called "Government contract") or a subcontract under a Government contract, the applicable provisions of Government Procurement Regulations and the following Executive Orders, or comparable implementing rules and regulations, shall apply:

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11701 - Listing of employment opportunities
- c. Executive Order 11738 - Employment of handicapped
- d. Executive Order 11625 - Utilization of minority business enterprises
- 10. WARRANTIES. Seller warrants that all goods and services covered hereby: (a) conform to the quality specified, (b) in conformity with the specifications, drawings, samples or other descriptions of the goods or services, (c) are free from defects, and (d) in conformity with any other warranties provided by law, including warranties implied from usage or trade.

11. REPAIRS. Seller shall be liable for any loss or expense incurred by Buyer, including any incidental and consequential damages incurred by Buyer, arising from (a) Seller's breach of warranty or breach of any other provision of this contract, and (b) Seller's tortious breach, including but not limited to Seller's negligence or liability without fault, in connection with Seller's sale of the goods and services covered by this purchase order or any amendment thereof.

12. INDEMNITY. Buyer shall be indemnified by Seller for any loss, expense, recovery or settlement, including counsel fees and costs of defense arising from any demand, claim or suit (regardless of the merits of such demand, claim or suit) which may be asserted or brought against Buyer as a result of injury to persons or property, including damages for personal injury or death and incidental or consequential damages, allegedly arising out of or connected with materials or services sold by Buyer pursuant to this purchase order or any amendment thereof.

13. PACKAGING. No charge will be allowed for packing, boxing, storage or cartage unless specifically stated herein.

14. INSURANCE. If this order involves the performance of labor and/or installation for Buyer on Buyer's premises, the Seller agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to any person or property arising as a result of such work. Seller further agrees to carry and furnish, when required, certificates from its insurance carriers showing that it currently carries insurance in the following minimum limits (unless higher amounts are specified):

- 1. Workmen's Compensation - Statutory limits for applicable state.
- 2. General Public Liability - for each accident, \$100,000 for any one person, \$500,000 for all persons and \$100,000 for property damage.
- 3. Automobile Liability Insurance - same limits as above to cover all owned, operated or rented automobiles equipment used on or about Buyer's premises.

15. RENEGOTIATION. In the event that a Government contract number is shown on this purchase order or it reflects a CX rating, or the nature of the material ordered or correspondence between the parties indicate that the material being purchased is intended wholly or in part, for the fulfillment of a Government contract, then this contract shall be deemed to contain all the provisions required by Section 104 of the Renegotiation Act of 1951, and by any other such act, without subsequent contract amendment specifically incorporating such provisions.

16. PRICE DECLINES. Seller will give Buyer the benefit of any price declines in goods or services covered by this purchase order in actual date of shipment of goods or performance of services, except that should Buyer permit shipment to be made or services to be performed before the specified shipping or performance date, Buyer shall have the benefit of lower prices which occur before the specified shipping or performance date.

17. DELIVERY. Time is of the essence in this contract, and delivery of goods or rendering of services is not completed by the time promised. Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this contract whenever effective when receipt by Seller of finished goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Seller with any loss incurred.

18. ASSIGNMENTS. No assignment or endorsement of this contract shall be binding upon the Buyer until it is countersigned by the Buyer's authorized agent. All such assignments and endorsements shall be submitted to the Buyer for review and approval before being executed and made a part of this contract.

September 19, 1978

H K Porter

To: Officers and Board of Directors

Subject: Mr. W. M. Sleeth--New Delegate From H. K. Porter Company

I was advised by phone last week by Mr. Sleeth that he is now associated with the H. K. Porter Company in Huntington, Indiana. Mr. Sleeth will now be the Delegate from the Thermoid Division of H. K. Porter Company, Inc. Mr. Jack Black, Original Equipment Sales in Troy, Michigan will be the Alternate. Their addresses are as follows:

Mr. W. Max Sleeth
H. K. Porter Company, Inc.
Thermoid Division
1849 East Sabine Street
Huntington, Indiana 46750

Mr. Jack Black
H. K. Porter Company, Inc.
Thermoid Division
1740 West Big Beaver Road
Suite 105
Troy, Michigan 48084

The foregoing is for your information.

EWD/erc

E. W. Drislane
Executive Director

FMSI 08775

MAILING LIST CHANGE

Member H.K. Parker G

Date MAY 3, 1978

This change effects the following lists:

RLH gcb	General Bulletins - Active	☒	Foreign Shoe Bulletins	☐
	General Bulletins - Regional	☐	Delegates & Alternates	☒ gcb
	General Bulletins - Licensees	☐	Annual Fee Billing	☒ RLH
RLH	Data Book Bulletins	☒	Regular Billing	☒ RLH
RLH	Shoe Bulletins	☒		unets payable.

Change List As Follows:

Remove Al Latta Long from mailing list - replace with
Richard L. Hayes at the Huntington address.

List A, B, C, F,

Jack Black is now the alternate. (no alternate for OH.
the present)

Jack Black is new address:

H.K. Parker G. - Thomas Ohio
1740 West Big Bear Road OH.
Suite 105
Troy MI 48064

Source of Change: J. BLAKE when 5/3/78

	<u>Name</u>	<u>Date</u>
Requested by:	<u>Ans</u>	<u>5/3/78</u>
Polodex Files (Both) Changed:	<u>ERC</u>	<u>5/8/78</u>
Addressograph Plate Changed:	<u>ERC</u>	<u>5/8/78</u>
Address/Telephone Directory Changed:	<u>ERC</u>	<u>5/8/78</u>

(Please see me)
Ans



H. K. PORTER COMPANY, INC.
THERMOID DIVISION

PORTER BUILDING • PITTSBURGH, PENNSYLVANIA 15219

AREA CODE 412
TEL. 391-1800



Curd

May 19, 1975

Friction Materials Standard Institute, Inc.
E-210, Route 4
Paramus, New Jersey 07652

Attn: Ed Drislane

Dear Ed:

I have received the 1975 FMSI Automotive Data Book. I am also in the process of revising Thermoids Clutch Facing & Brake Lining Catalogs.

My question is, am I permitted to reproduce specific portions of the FMSI data book? If so, would you please be kind enough to authorize this to me in writing.

Regards,

L. M. Belans
Product Manager

IMB/lag

FMSI 08777

May 22, 1975

Mr. L. M. Belans
H. K. Porter Company, Inc.
Thermoid Division
Pittsburgh, Penna. 15219

Dear Larry:

As an Active Member of the Friction Materials Standards Institute, Inc., the Thermoid Division of H. K. Porter Company has permission to reproduce copy from the Institute's Automotive Data Book and Brake Shoe Identification Catalog.

We ask that you include the Copyright credit: " All FMSI Numbers set forth herein are the property of and are copyrighted by the Friction Materials Standards Institute, Inc., Paramus, New Jersey."

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE, INC.

EWD/erc

E. W. Drislane
Executive Director

FMSI 08778

MAILING LIST CHANGE

Member W K. Porter

Date 4/15/75

This change effects the following lists:

General Bulletins - Active	☒	Foreign Shoe Bulletins	☐
General Bulletins - Regional	☐	Delegates & Alternates	☐
General Bulletins - Licensees	☐	Annual Fee Billing	☐
Data Book Bulletins	☒	Regular Billing	☐
Shoe Bulletins	☒		

Change List As Follows:

Whereas you have C. Shoh - change it
to Eric Barringer

Source of Change: E Barringer 4/15/75

	<u>Name</u>	<u>Date</u>
Requested by:	<u>End</u>	<u>4/15/75</u>
Rolodex Files (Both) Changed:	<u>ERE</u>	<u>4/16</u>
Addressograph Plate Changed:	<u>ERE</u>	<u>4/16</u>
Address/Telephone Directory Changed:	<u>None</u>	<u>None</u>

H.K. Porter

March 25, 1975

Mr. L. Belans
H.K. Porter Co.
Thermoid Division
601 Grant Street
Pittsburgh, Pa. 15219

Dear Larry:

I'm enclosing a copy of some details on our location.

From Newark Airport, go north on New Jersey Turnpike to end where it feeds into Interstate 80 West. Stay on Interstate 80 for three or four miles till you see Route 17 North. About three miles north on Route 17 till Route 4 East. Then less than a mile on Route 4 East till you see the Bergen Mall Shopping Center on your right (Korvette's on your left). We're in the five story brown office building adjacent to the Bergen Mall Shopping Center.

Park in the area for shoppers near by the Ice Arena. All the parking spots near the Building are reserved.

If you get lost, give me a call telling me where you are, and I'll get you here.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/lmc
Enc.

E. W. Drislane
Executive Director

FMSI 08780



H. K. PORTER COMPANY, INC.
THERMOID DIVISION

850 CROOKS ROAD, SUITE 202, CLAWSON, MICHIGAN 48017

SALES OFFICE
AREA CODE 313
TEL. 435-8010

March 25, 1975

FRICTION MATERIALS STANDARDS INSTITUTE, INC.
E-210 Route #4
Paramus, New Jersey 07652

Gentlemen:

Please be advised that effective April 1, 1975, our sales
office will be relocated to:

1740 West Big Beaver Road
Suite 105
Troy, Michigan 48084

Our new telephone number will be (313) 649-1606. *OK. EPC*

We would appreciate your adjusting your records to reflect
our change of address and telephone number.

Very truly yours,

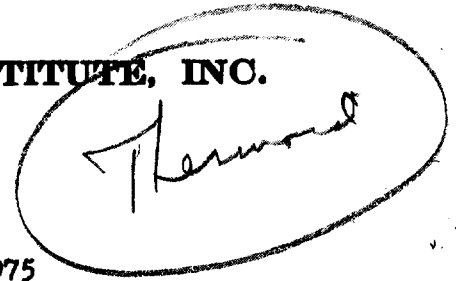
J. C. Black
J. C. Black,
DEM District Manager.

mlf

FMSI 08781

FRICION MATERIALS STANDARDS INSTITUTE, INC.

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



February 20, 1975

Dr. E. P. Stefl
H. K. Porter Company, Inc.
Thermoid Division
Eastern By-Pass
Richmond, Kentucky 40475

Subject: OSHA Labeling Requirements

Dear Gene:

Enclosed are some marked up minutes, reports and bulletins concerning labeling of cartons with asbestos - containing friction materials. I have marked with red pencil that portion of the articles pertaining to labeling.

<u>DATE</u>	<u>ITEM</u>
February 16, 1973	Committee Meeting
March 9, 1973	Bulletin to Delegates & Alternates
March 30, 1973	FMSI News
June 1, 1973	Committee Meeting
June 14, 1973	General Bulletin to Membership
June 27, 1973	Committee Chairman Report to the Membership
June 30, 1973	FMSI News (Correct 3/30/75 FMSI News)
June 1974	Committee Chairman Report to the Membership

This labeling controversy was one of the more interesting items worked on by the Committee.

Sincerely,

FRICION MATERIALS STANDARDS INSTITUTE, INC.

EWD/erc
Enc.

E. W. Drislane
Executive Director

FMSI 08782

Larry Belans

Thamond

January 16, 1975

Mr. L. M. Belans
H. K. Porter Company
Thermoid Division
601 Grant Street
Pittsburgh, Penna. 15219

Dear Mr. Belans:

This is a follow-up to my December 11, 1974 letter, copy attached. I rely on the members of the Institute for almost 90% of our data and I'm asking your help to get the correct clutch facing prints for these four facings:

12-7/8	x 7	x .175	(Dana)
13-3/4	x 7-13/32	x .175	(Dana)
10-1/2	x 6-1/2	x .115	(B & B 165-10262)
10-1/2	x 6-1/2	x .135	(B & B 165-10263)

I've attached an assembly of the B & B 10-1/2 x 6-1/2 clutch disc which uses the two 10-1/2 x 6-1/2 facings.

Your help in providing this data would be greatly appreciated.

Sincerely,

FRICTION MATERIALS STANDARDS INSTITUTE

EWD/erc
Enclosure:

E. W. Drislane
Executive Director

FMSI 08783

APPLICATION FOR MEMBERSHIP

*No longer member as
part of H. K. Potter Company,
Inc.
July 1, 1960*

BOARD OF DIRECTORS OF
CLUTCH FACING & BRAKE LINING STANDARDS INSTITUTE, INC.

GENTLEMEN:

THE UNDERSIGNED HEREBY APPLIES FOR MEMBERSHIP IN CLUTCH FACING
AND BRAKE LINING STANDARDS INSTITUTE, INC. AS A CHARTER MEMBER, AND
CERTIFIES TO THE FOLLOWING:

NAME OF APPLICANT: Asbestos Manufacturing Company

STATE OF INCORPORATION: Huntington, Indiana

PRINCIPAL OFFICE: Huntington, Indiana

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE
CONSTITUTION AND BY-LAWS OF THE INSTITUTE AND AGREES THAT, IF ELECTED
TO MEMBERSHIP, IT WILL ACCEPT AND BE BOUND BY THE SAID CONSTITUTION
AND BY-LAWS, TOGETHER WITH ANY AMENDMENTS THAT MAY FROM TIME TO TIME
BE MADE THERETO, AND FURTHER AGREES THAT IT WILL ACCEPT AND BE BOUND
BY ANY REGULATIONS OR CODE DEFINING UNFAIR PRACTICES THAT MAY HEREAFTER
BE ADOPTED BY THE MEMBERSHIP.

THE UNDERSIGNED HEREBY DESIGNATES S. E. Shepard, Vice President
and General Sales Mgr. AS ITS DELEGATE AND Abbott L. Johnson, President
AS ALTERNATE DELEGATE, TO REPRESENT IT AT ANY MEETING OF THE MEMBERSHIP.

Asbestos Manufacturing Company

By Abbott L. Johnson, Pres.

DATED December 28, , 1948.

*5/31/55 (from Lanson & Shepard)
Delegate - R. D. Conger
Alternate - J. Bell*

*3/11/58 Delegate - G. S. Lanson
Alternate - R. D. Conger*

Nov. 1951 - Mr. Johnson no longer with company

FMSI 08784