

Mr. M. P. Murdock
Edmund W. Lee
Sales of Commercially
Pure TEL

New York
New York
July 5, 1956

copy
ALL

In accordance with the request of the Sales Committee, I have reviewed the procedures for sales of commercially pure tetraethyl lead, dilute antiknock compounds and special fluids to non-refinery customers. These customers are research or scientific institutes or laboratories and companies in the automotive, chemical, petroleum and pharmaceutical industries.

Upon receipt of a request from a prospective new customer for any of these products, the Safety Section makes an inspection to determine how the product will be used and whether the facilities are adequate and the personnel qualified to handle the product. If approval is granted, the Safety Section so notifies Order and Shipping.

Most orders are for liter cans of commercially pure TEL or dilute antiknock compounds. These are handled by Order and Shipping after Safety Section approval and after receipt of purchase order from the customer in the usual manner on shipping orders and instructions to Baton Rouge. Occasionally orders for commercially pure TEL or dilute fluid in liter cans and invariably orders for special products such as tetramethyl lead or tetrapropyl lead are handled by the Detroit Laboratory.

So far as we can determine there are no Sales Agreements or other forms of agreements with non-refinery customers for any of these products except in cases handled by the Detroit Laboratory. In these cases only a release in the form attached hereto is secured from the customer in connection with the first shipment. No such form is secured by the Detroit Laboratory for subsequent shipments to that customer.

It is our opinion that the attached release form when signed by the customer is adequate protection to Ethyl with respect to the particular shipment of antiknock compound to which it relates. However, we recommend that:

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- (1) This form of release be amended to cover commercially pure TEL, dilute fluid and other special products as well as antiknock compounds in accordance with the attached Exhibit A;
- (2) Either the signed form be obtained for each shipment or the form be amended to cover all shipments of the particular product to the particular customer; and
- (3) The executed form be obtained from all non-refinery customers, not merely from those supplied from the Detroit Laboratory.



Edmund W. Lee

EWL:mo

Attachment

CC: Dr. R. A. Kehoe ✓
Mr. J. J. Frey
Mr. S. T. Pruitt
Mr. M. A. Taylor
Mr. H. K. Ball

RE 0000837

RE. 1

EXHIBIT A

RELEASE

In consideration of the receipt by us at our request of

- Antiknock Compound
- Dilute Antiknock Compound
- Commercially Pure Tetraethyl Lead
- Tetramethyl Lead
- Tetrapropyl Lead

(hereinafter called "product") from Ethyl Corporation, we, the undersigned, agree as follows:

That the said "product" will be used only for experimental purposes by us in our laboratories and that it will not be given or sold or disposed of in any other manner to other parties.

That we understand that the said "product" has toxic properties and must be handled, and we agree will be handled, in accordance with the "Precautions For Handling Organic Lead Compounds in Laboratories," issued by the Medical Department of the Ethyl Corporation, receipt of a copy of which is hereby acknowledged. It is guaranteed that we have in our laboratories a hood with lateral or down-draft suction and the other equipment described in the said "Precautions," and we agree to use them in the manner described therein.

We release and agree to indemnify and hold harmless the Ethyl Corporation from all liability, loss or damage arising out of the receipt and use by us of, and the results obtained from the said "product" supplied.

RE 0009838

The foregoing terms and conditions shall apply with respect to all "products" received from Ethyl Corporation now or in the future unless altered by specific written agreement signed by Ethyl, it being understood and agreed that different or inconsistent provisions of any purchase order, requisition, shipping instruction or similar document shall not be deemed for any purpose to be such specific written agreement.

(Buyer)

By _____

At _____

Date _____