AGREEMENT

AGREEMENT made this 18th day of February, 1969 by and between DANA CORPORATION, a Virginia corporation having its principal office at Toledo, Ohio (herein called "Dana") and SMITH & KANZLER COMPANY, a New Jersey corporation having its principal office at Linden, New Jersey (herein called "S & K").

WHEREAS, S & K was formerly a wholly-owned subsidiary of Dana and the primary supplier of certain gasketing materials to Dana;

WHEREAS, Dana desires to maintain a reliable source of said gasketing materials and whereas S & K desires to continue selling said gasketing materials to Dana;

WHEREAS, Dana has heretofore supplied S & K with certain proprietary information relating to the formulation and manufacture of said gasketing materials; and

WHEREAS, S & K recognizes Dana's proprietary interest in said information,

NOW, THEREFORE, the parties hereto have agreed as follows:

1. Purchase of Gasketing Material by Dana. For a period of one year beginning with the date of this Agreement, Dana hereby agrees to purchase all of its requirements of

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the following designated gasketing materials from S & K, and S & K agrees to sell to Dana its requirements of such gasketing materials:

S & K PRODUCT NUMBERS

6564	6597	6108	6282A	6222	6506

Subject to S & K delivering acceptable product in accordance with Dana's releases, Dana agrees to use only No. 6506 in the manufacture of Victocor 150 for all applications where No. 6506 is approved.

2. Purchase Orders & Releases. Dana shall issue to S & K one-year blanket purchase orders for each of the products specified in paragraph 1, and against such purchase orders, Dana shall issue weekly releases specifying the products and amounts to be shipped by S & K. S & K agrees to accept such purchase orders and shall ship promptly against said releases. The terms and conditions of sale printed on said purchase orders of Dana shall not be controlling between the parties. Except as otherwise provided in this Agreement, and except as typewritten or manually written on the face of Dana's purchase order, the provisions of the Uniform Commercial Code shall control the terms and conditions of sale of gasketing material sold pursuant to this Agreement.

3. Inventory Levels. Dana shall give S & K quarterly (3-month) forecasts of Dana's requirements for each of the products specified in paragraph 1. In the event that Dana's requirements of any such product in a quarter (as reflected by the total amount of Dana's releases for such quarter) shall be less than the amount forecast, then the difference between such amounts shall be included in Dana's forecast for the following quarter. From time to time, Dana shall specify reasonable minimum inventory levels (not in excess of the minimum forecast for the then current quarter) to be maintained by S & K for each of the products designated in paragraph 1, and S & K shall use its best efforts to maintain such minimum inventory levels. S & K shall report to Dana on a weekly basis its inventory of the products specified in paragraph 1. Inventory of products held by S & K for sale to Dana shall be maintained by S & K on a "first-in - first out" basis. As soon as practicable after the end of the last quarter of the one-year purchase order period, Dana shall purchase all of S & K's inventories of the products specified in paragraph 1 at the end of said period, provided that Dana shall not be required to purchase inventory of any such product in excess of the sum of

(i) the minimum inventory level last specified by Dana for such product, and

(ii) if Dana's requirements for such product for the last quarter shall have been less than the amount forecast for such quarter, the difference between its actual requirements and the amount of such forecast and

(iii) any reasonable additional amounts of inventory of such product which S & K may have on hand at the end of said period.

4. Prices. Gasketing material sold by S & K to Dana pursuant to this Agreement shall be at the prices shown on the attached Schedule "A". It is agreed that the prices of Schedule "A" are subject to verification by the parties within 30 days hereof of the raw material costs submitted to Philip Carey Corporation by S & K, as shown on Schedule "B". In the event that it shall be determined that said raw material costs do not truly reflect the actual raw material costs of S & K at 1st February, 1969, then the prices of Schedule "A" shall be changed to directly reflect any such differences. Payment of S & K's invoices by Dana shall be made on the basis of net 15th prox.

5. Product Specifications. S & K warrants and agrees that all gasketing materials sold by S & K to Dana pursuant to this Agreement shall be made in accordance with the

present formulas of S & K and Dana for such materials and shall meet the present specifications of S & K and Dana for such gasketing materials. Any change in said formulas and specifications shall be made only with the prior writte consent of Dana. S & K further warrants that all gasketing material sold by S & K to Dana pursuant to this Agreement shall be free of defects in material and workmanship. Except as expressly set forth in this paragraph 5, S & K makes no warranty, express or implied, including any warranty of merchantability, fitness for any particula purpose, or non-infringement of claims of any adversely held patents, in respect of gasketing materials sold pursuant to this Agreement.

6. Returns. In the event that any gasketing material shipped pursuant to this Agreement does not meet the specifications set for it and is not accepted by Dana, Dana shall notify S & K of its decision not to accept such material and the reasons for its decision. Such non-accepted material shall be held by Dana for inspection by S & K for a period not to exceed 30 days from the date of said notice and within said period, S & K shall issue full credit for such material and disposal instructions to Dana. If in the opinion of Dana such non-accepted material can be used in certain of Dana's production, even though such material does not meet the specifications set for it, a special selling price may be negotiated by the parties.

7. Proprietary Information. S & K recognizes Dana's proprietary interest in the formulas, specifications, and all other information relating to the following designated products:

S & K Product Number 6597
S & K Product Number 6564
S & K Product Number 6506
S & K Product Number 6222
S & K Product Number 6856
Victolex 258
70 Board

S & K agrees to use its best efforts to maintain in confidence all information relating to the above designated products, and agrees not to use such information for its own benefit or for the benefit of any third party. S & K further agrees not to produce or sell to anyone other than Dana, or a third party designated in writing by Dana, the above designated products. The obligations of this paragraph 7 shall not extend to such information that is, or becomes (without disclosure by S & K), freely available to the public or such information that was known to, and freely discloseable by, Philip Carey Corporation, as evidenced by their written records dated prior to the date of this Agreement. S & K's obligations under this paragraph 7 shall subsist and continue for a period of ten years from the date of this Agreement.

8. Export Shipments. When requested by Dana, S & K shall prepare (i) shipments of gasketing materials sold by S & K pursuant to this Agreement and (ii) shipments of S & K Product No. 6856 sold by S & K to Dana, for export shipment to foreign licensees of Dana. The cost of such preparation shall be at the expense of Dana and shall be separately stated by S & K on its invoices to Dana. The price of S & K Product No. 6856 shall be mutually agreed upon by the parties.

9. Force Majeur. The obligations of the parties under this Agreement and under the purchase orders issued by Dana and accepted by S & K, shall be subject to delay or impossibility in performance caused by war, fire, floods, accidents, strikes, acts of God or the public enemy, governmental requisitions, priority orders, inability to obtain material, delays in transportation or any other causes similarly or otherwise beyond the power of the affected party to control.

10. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof and shall be binding on and inure to the successors of either party, but shall not be assigned by either party without the prior written consent of the other party.

In Witness Whereof, the parties have caused this Agreement to be executed.

SMITH & KANZLER COMPANY

By______________________ Treas.

CORPORATE SEAL

Attest:

____
Secretary

DANA CORPORATION

By______________________ VP

CORPORATE SEAL

Attest:

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SCHEDULE A
OF AGREEMENT BETWEEN
DANA AND SMITH & KANZLER

Product No.		Caliper Range (in inches)	Price-FOB Linden, N.J.
6564		.013 to .018	$275.60/ton
		.023 to .028	$260.00/ton
		.028 to .033	$234.00/ton
		.033 to .038	$239.20/ton
		.038 to .043	$234.00/ton
		.043 to .048	$239.20/ton
		.048 to .068	$275.60/ton
6597		.038 to .043	$242.05/ton
6108		.017 to .028	$254.93/ton
6222		.022 to .026	$514.10/ton
		.029 to .035	$471.70/ton
		.040 to .046	$450.50/ton
		.058 to .066	$450.50/ton
	Over	.066 (laminated)	$578.76/ton
6282-A		.025 to .030	$311.57/ton
6506		.014 to .017	$0.31/sq. yd.
		.018 to .023	$0.35/sq. yd.
		.023 to .027	$0.43/sq. yd.
		.028 to .032	$0.59/sq. yd.
		.036 to .040	$0.66/sq. yd.

SCHEDULE B
OF
AGREEMENT BETWEEN DANA AND SMITH & KANZLER

PRODUCT NO.	CALIPER (In Inches)	FURNISH COST
6564	All Calipers of Schedule A	$103.93/ton
6597	.038/.043	$106.81/ton
6108	.017/.028	$82.39/ton
6222	All Calipers of Schedule A	$260.98/ton
6282-A	.025/.030	$106.66/ton
6506	All Calipers of Schedule A	$269.42/ton