

SALES AGREEMENT

THE RUBEROID CO.

AND

ARMSTRONG CONTRACTING AND SUPPLY CORPORATION

This Agreement, entered into as of the 1st day of May, 1963 by and between The Ruberoid Co., a New Jersey Corporation, having a place of business at 733 Third Avenue, New York 17, N. Y., hereinafter called "Ruberoid", and Armstrong Contracting and Supply Corporation, having a place of business at 120 No. Line Street, Lancaster, Pa., hereinafter called "Armstrong"

Witnesseth:

Whereas, Ruberoid is engaged in the manufacture, distribution and sale of calcium silicate pipe covering and block and T/WA 100 Insulation Jacketing, hereinafter called "Products", and more fully described and set forth in Schedule "A" attached hereto; and

Whereas, Armstrong desires to obtain and sell said Products; and

Whereas, the aforesaid parties are desirous of entering into an agreement under the terms of which Ruberoid shall sell the aforementioned Products and Armstrong shall purchase said Products;

Now, therefore, in consideration of the terms and mutual covenants herein contained, it is agreed as follows:

1. Ruberoid hereby agrees to sell Armstrong and Armstrong agrees to purchase from Ruberoid the Products set forth in Schedule A attached hereto and made a part hereof.

2. Delivery by Ruberoid hereunder shall be made at Ruberoid's option, f.o.b. Ruberoid's point of manufacture, or such other f.o.b. point as Ruberoid shall select, minimum freight allowed, if applicable to destination city in continental United States (Alaska and Hawaii excepted) in accordance with schedule "A" attached hereto.
3. The prices, terms and conditions of sale for Products shall be those set forth in Schedule "A" attached hereto and may be increased or decreased by Ruberoid from time to time. The effective date of a price change will be the effective date of the net price change to Insulation Contract Unit customers. In case of a price advance Armstrong will be privileged to order its requirements of Products within thirty days after price advance for shipment at such time as shall be convenient to Ruberoid within sixty days after the price advance. If Ruberoid for any reason does not ship within 60 days after price advance, Armstrong will be invoiced at prices in effect at the time of shipment unless order is previously cancelled by Armstrong. In the event of a price decline, all unfilled orders of Armstrong will be invoiced at the prices in effect at the time of shipment. In addition, Armstrong will be protected at prices in effect prior to the advance on all lump sum and unit price applied insulation contracts in which Armstrong has, at the time of the price advance, quotations or contracts outstanding at firm prices to its insulation contractor customers; such protection shall be for a period of six months from date of price advance provided:

- a) Armstrong file with Ruberoid within Thirty (30) days after date of increase a list of such contracts and a list of such contract proposals existing at time of increase. The list must show name and address of insulation contractor, name and location of job and quantities and sizes of materials required to execute the job.
- b) Armstrong file with Ruberoid within sixty (60) days after date of increase a list of contract proposals reported under (a) which have been secured.
- c) If Ruberoid for any reason is unable to ship within six (6) months after date of price advance, prices in effect at time of shipment will apply.

4. In the event that Ruberoid at any time during the course of this agreement reduces the prices offered their contractor-distributors on any, some or all of the products described herein for a specific order, project, region or period of time, these reduced prices shall be judged to be the applicable contractor-distributor prices described herein and the rebrand discounts listed in Schedule A shall be applicable to these revised contractor-distributor prices. Also, in the event that during the course of this agreement competitors of Ruberoid (listed as Private Label suppliers to Armstrong) offer to sell to Armstrong any, some or all of the products

described in this agreement at prices lower than those offered by Ruberoid, Ruberoid shall meet this lower competitive price, and/or, upon due notice, authorize Armstrong to cancel the entire agreement.

6. Ruberoid agrees, without additional cost to Armstrong to package the Products sold hereunder in Ruberoid's standard packages and Ruberoid agrees to attach thereto labels to the extent the same are furnished by Armstrong, (T/KA 100 to carry the standard Ruberoid label). Ruberoid agrees to stencil on said packages the contents and sizes contained therein.
6. Neither Ruberoid nor Armstrong shall assert any right or interest in any trade name or trademarks of the other by reason of the existence of this agreement.
7. Terms of payment and credit shall be set forth in attached Schedule "A".
8. Ruberoid guarantees Products furnished hereunder to be free from defects in material and workmanship for a period of one (1) year from date of shipment and further guarantees it will replace any Products f.o.b. Ruberoid plants or such f.o.b. points as Ruberoid shall select, full freight allowed to destination, found by it to be defective in material and workmanship within the said guarantee period. It is also agreed hereby that the materials made and sold hereunder shall meet normal existing and promulgated governmental specifications and American Society of Testing Materials standards provided

orders specifically state that materials are to meet specific specifications and provided Ruberoid does not advise Armstrong that compliance with such specifications will not be made on any such order or orders. Ruberoid's liability under this guarantee is limited for furnishing full freight allowed to destination, replacement for any Products found during said period by its duly authorized representative to be defective, or at Armstrong's option, crediting Armstrong for the purchase price paid by it for said defective Products. No claim unless submitted to it in writing within a period of forty-five days after the defect appears.

9. It is mutually agreed that the prices established hereunder by Ruberoid are made with the understanding that any sales tax or taxes which may hereafter be imposed by a governmental authority directly applying to the Products sold hereunder shall be added to the price established and paid by Armstrong.

10. If either party fails or refuses to perform any of the obligations or agreements imposed upon it under the terms of this agreement, the non-defaulting party may give written notice of termination forthwith; provided, however, that the party defaulting shall have the right to prevent such cancellation from becoming effective by correcting or discontinuing such default with a period of fifteen days from date on which notice of default was received by it.

11. This agreement shall continue in full force for a period of one (1) year from the date first written above, and from year to year thereafter, subject to the right, however, of either party to terminate the same at the end of the initial or any renewal one-year term in not less than ninety (90) days' prior written notice of its intention to do so. If this agreement is terminated by Ruberoid pursuant to this Paragraph 11, Ruberoid will sell and deliver to Armstrong, at the prices theretofore in effect, the quantity of Products required to fill all orders to which Armstrong has become committed to its customers prior to its receipt of Ruberoid's termination notice, provided Armstrong shall have notified Ruberoid in writing within thirty (30) days following the date of receipt of such termination notice of any such orders which have not theretofore been transmitted to Ruberoid.
12. This agreement shall not be assigned by either party without the consent of the other except to successors or assigns of substantially all of the respective businesses of either of the parties hereto.
13. Should any dispute or misunderstanding arise between the parties under any of the provisions hereof, the same shall be referred to and determined by arbitration in accordance with the rules and regulations of the American Arbitration Association at the time in force.

14. Neither party shall be liable to the other for any failure to perform the terms hereof due to War, embargo, shortage of labor, raw materials or transportation, labor difficulties, action of civil or military authorities including priorities, fire, floods, accidents, riots, insurrection or other causes beyond its control.
15. Ruberoid shall protect and hold harmless Armstrong against all suits for infringement of any United States Letters Patent arising from the purchase or use of the Products for the general purposes for which the Products are customarily designed or intended and assume all expenses and judgments arising from such suits, provided that Ruberoid is given timely notice by Armstrong of such suits, and Ruberoid is authorized by Armstrong to defend such suits at Ruberoid's expense, provided always that Ruberoid shall have full control of the defense thereof.

In Witness Whereof the parties have caused this instrument to be duly executed as of the day and year first above written

Attest:

The RUBEROID Co.

By FK

Attest:

Armstrong Contracting and
Supply Corporation

By

May 1, 1963

SCHEDULE "A"

page 1

PRODUCTS

Calasilite Pipe Covering
Calasilite Block
Calasilite Segments
Calasilite-Hi Pipe Covering
Calasilite-Hi Block

T/NA 100 Insulation Jacketing
T/NA 100 Finishing Tape
T/NA 100 Collars

PRICES

A and/or AD List (pg. HT-1) dtd. Aug. 1, 1962 less 17 $\frac{1}{2}$ %
General Price Bulletin dtd. March 1, 1963 less 7 $\frac{1}{2}$ %

TERMS OF PAYMENT

1% 10th prox., Net 30th prox.



BULLETIN

INDUSTRIAL INSULATION DIVISION

The RUBEROID Co.

733 THIRD AVENUE • NEW YORK 17, N. Y.

General Price Bulletin
March 1, 1963

T/NA 100 MULTI-PURPOSE JACKETING

T/NA 100 Multi-Purpose Jacketing will be priced as follows:

List Price
F.O.B.
Millis, Mass.

T/NA 100 Multi-Purpose Jacketing
35½" wide x 166.7 ft.-500 sq.ft. \$ 75.00 per roll

T/NA 100 Collars - 15¢ per sq.ft.
4" wide x 166.7 ft. 8.33 per roll

T/NA 100 Finishing Tape

2" x 72 yds. 15.00 per roll

1" x 72 yds. 10.00 per roll

Terms of payment - 1% 10th Proximo Net 30 Proximo.

All prices are subject to change without notice and all orders will be invoiced at prices prevailing at time of shipment.

SCHEDULE 4

Page 1

Orange St., Los Angeles
Telephone MA 1-1111

PRODUCTS

Calolite Pipe Covering
Calolite Block
Calolite Segment
Calolite-Hi Pipe Covering
Calolite-Hi Block

T/HA 100 Insulation Jacketing
T/HA 100 Finishing Tape
T/HA 100 Collars

PRICES

A and/or AD List (Pg. 37-1) dtd. August 1, 1932
less 13%

General Price Bulletin dtd. March 1, 1933
less 7 1/2%

TERMS OF PAYMENT

1% 10th prox., Net 30th prox.

SCHEDULE "A"

Page 1

Change No. 1, dated Feb. 1, 1953
Effective March 1, 1953

PRODUCTS

Calcilite Pipe Covering
Calcilite Block
Calcilite Segments
Calcilite-Hi Pipe Covering
Calcilite-Hi Block

T/Hi 100 Insulation Jacketing
T/Hi 100 Finishing Paper
T/Hi 100 Collars

PRICES

A and/or AD List (Pg. 37-1) dated August 1, 1953
less 13%

General Price Bulletin dated March 1, 1953
less 7%

TERMS OF PAYMENT

1% 10th -prev., Net 30th -prev.

SALES AGREEMENT

THE RUBEROID CO.

AND

ARMSTRONG CONTRACTING AND SUPPLY CORPORATION

This Agreement, entered into as of the 1st day of May, 1963 by and between The Ruberoid Co., a New Jersey Corporation, having a place of business at 733 Third Avenue, New York 17, N. Y., hereinafter called "Ruberoid", and Armstrong Contracting and Supply Corporation, having a place of business at 120 No. Lime Street, Lancaster, Pa., hereinafter called "Armstrong"

Witnesseth:

Whereas, Ruberoid is engaged in the manufacture, distribution and sale of calcium silicate pipe covering and block and T/HA 100 Insulation Jacketing, hereinafter called "Products", and more fully described and set forth in Schedule "A" attached hereto; and

Whereas, Armstrong desires to obtain and sell said Products; and

Whereas, the aforesaid parties are desirous of entering into an agreement under the terms of which Ruberoid shall sell the aforementioned Products and Armstrong shall purchase said Products;

Now, therefore, in consideration of the terms and mutual covenants herein contained, it is agreed as follows:

1. Ruberoid hereby agrees to sell Armstrong and Armstrong agrees to purchase from Ruberoid the Products set forth in Schedule A attached hereto and made a part hereof.

2. Delivery by Ruberoid hereunder shall be made at Ruberoid's option, f.o.b. Ruberoid's point of manufacture, or such other f.o.b. point as Ruberoid shall select, minimum freight allowed, if applicable to destination city in continental United States (Alaska and Hawaii excepted) in accordance with schedule "A" attached hereto.
3. The prices, terms and conditions of sale for Products shall be those set forth in Schedule "A" attached hereto and may be increased or decreased by Ruberoid from time to time. The effective date of a price change will be the effective date of the net price change to Insulation Contract Unit customers. In case of a price advance Armstrong will be privileged to order its requirements of Products within thirty days after price advance for shipment at such time as shall be convenient to Ruberoid within sixty days after the price advance. If Ruberoid for any reason does not ship within 60 days after price advance, Armstrong will be invoiced at prices in effect at the time of shipment unless order is previously cancelled by Armstrong. In the event of a price decline, all unfilled orders of Armstrong will be invoiced at the prices in effect at the time of shipment. In addition, Armstrong will be protected at prices in effect prior to the advance on all lump sum and unit price applied insulation contracts in which Armstrong has, at the time of the price advance quotations or contracts outstanding at firm prices to its insulation contractor customers; such protection shall be for a period of six months from date of price advance provided:

- a) Armstrong file with Ruberoid within Thirty (30) days after date of increase a list of such contracts and a list of such contract proposals existing at time of increase. The list must show name and address of insulation contractor, name and location of job and quantities and sizes of materials required to execute the job.
- b) Armstrong file with Ruberoid within sixty (60) days after date of increase a list of contract proposals reported under (a) which have been secured.
- c) If Ruberoid for any reason is unable to ship within six (6) months after date of price advance, prices in effect at time of shipment will apply.

4. In the event that Ruberoid at any time during the course of this agreement reduces the prices offered their contractor-distributors on any, some or all of the products described herein for a specific order, project, region or period of time, these reduced prices shall be judged to be the applicable contractor-distributor prices described herein and the rebrand discounts listed in Schedule A shall be applicable to these revised contractor-distributor prices. Also, in the event that during the course of this agreement competitors of Ruberoid (listed as Private Label suppliers to Armstrong) offer to sell to Armstrong any, some or all of the products

described in this agreement at prices lower than those offered by Ruberoid, Ruberoid shall meet this lower competitive price, and/or, upon due notice, authorize Armstrong to cancel the entire agreement.

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7. Terms of payment and credit shall be set forth in attached Schedule "A".
8. Ruberoid guarantees Products furnished hereunder to be free from defects in material and workmanship for a period of one (1) year from date of shipment and further guarantees it will replace any Products f.o.b. Ruberoid plants or such f.o.b. points as Ruberoid shall select, full freight allowed to destination, found by it to be defective in material and workmanship within the said guarantee period. It is also agreed hereby that the materials made and sold hereunder shall meet normal existing and promulgated governmental specifications and American Society of Testing Materials standards provided

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9. It is mutually agreed that the prices established hereunder by Ruberoid are made with the understanding that any sales tax or taxes which may hereafter be imposed by a governmental authority directly applying to the Products sold hereunder shall be added to the price established and paid by Armstrong.

10. If either party fails or refuses to perform any of the obligations or agreements imposed upon it under the terms of this agreement, the non-defaulting party may give written notice of termination forthwith; provided, however, that the party defaulting shall have the right to prevent such cancellation from becoming effective by correcting or discontinuing such default with a period of fifteen days from date on which notice of default was received by it.

11. This agreement shall continue in full force for a period of one (1) year from the date first written above, and from year to year thereafter, subject to the right, however, of either party to terminate the same at the end of the initial or any renewal one-year term in not less than ninety (90) days' prior written notice of its intention to do so. If this agreement is terminated by Ruberoid pursuant to this Paragraph 11, Ruberoid will sell and deliver to Armstrong, at the prices theretofore in effect, the quantity of Products required to fill all orders to which Armstrong has become committed to its customers prior to its receipt of Ruberoid's termination notice, provided Armstrong shall have notified Ruberoid in writing within thirty (30) days following the date of receipt of such termination notice of any such orders which have not theretofore been transmitted to Ruberoid.
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In Witness Whereof the parties have caused this instrument to be duly executed as of the day and year first above written

Attest:

The RUBEROID Co.

By

Attest:

Armstrong Contracting and Supply Corporation

By

May 1, 1963

SCHEDULE "A"

page 1

PRODUCTS

Calxilito Pipe Covering
Calxilito Block
Calxilito Segments
Calxilito-Hi Pipe Covering
Calxilito-Hi Block

T/NA 100 Insulation Jacketing
T/NA 100 Finishing Tape
T/NA 100 Collars

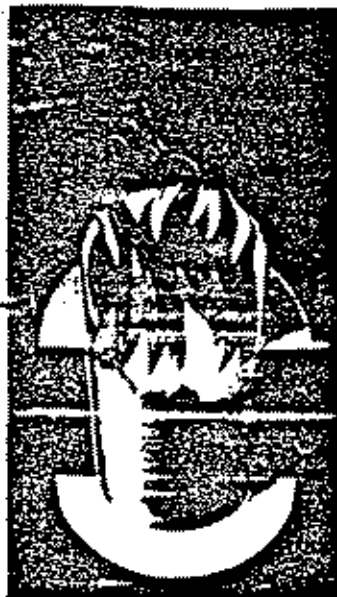
PRICES

A and/or AD List (pg. HT-1) dtd. Aug. 1, 1962 less 17 $\frac{1}{2}$ %

General Price Bulletin dtd. March 1, 1963 less 7 $\frac{1}{2}$ %

TERMS OF PAYMENT

1% 10th prox., Net 30th prox.



BULLETIN

INDUSTRIAL INSULATION DIVISION

THE RUBEROID CO.

733 THIRD AVENUE • NEW YORK 17, N. Y.

General Price Bulletin
March 1, 1963

T/NA 100 MULTI-PURPOSE JACKETING

T/NA 100 Multi-Purpose Jacketing will be priced as follows:

List Price
F.O.B.
Millis, Mass.

T/NA 100 Multi-Purpose Jacketing
35 $\frac{1}{2}$ " wide x 166.7 ft.-500 sq.ft. \$ 75.00 per roll

T/NA 100 Collars - 15¢ per sq.ft.
4" wide x 166.7 ft. 8.33 per roll

T/NA 100 Finishing Tape

2" x 72 yds. 16.00 per roll

1" x 72 yds. 10.00 per roll

Terms of payment - 1% 10th Proximo Net 30 Proximo.

All prices are subject to change without notice and all orders will be invoiced at prices prevailing at time of shipment.

* * * * *

SCHEDULE "A"

Page 1

Contract No. 0246 Dated Dec. 1, 1933
Purchase Order No. 1, 1933

QUANTITIES

Calculation of the Contract
Calculation of the
Calculation of the
Calculation of the Contract
Calculation of the Stock

2/21 100 Insulation Jacketing
2/21 100 Insulating Paper
2/21 100 Collars

PRICES

A and/or AD List (Pg. 17-1) etc. August 1, 1933
less 10%

General Price Bulletin etc. March 1, 1933
less 7 1/2%

TERMS OF PAYMENT

15 10th prox., Net 30th prox.

SALES AGREEMENT

THE RUBEROID CO.

AND

ARMSTRONG CONTRACTING AND SUPPLY CORPORATION

This Agreement, entered into as of the 1st day of May, 1963 by and between The Ruberoid Co., a New Jersey Corporation, having a place of business at 733 Third Avenue, New York 17, N. Y., hereinafter called "Ruberoid", and Armstrong Contracting and Supply Corporation, having a place of business at 120 No. Line Street, Lancaster, Pa., hereinafter called "Armstrong"

Witnesseth:

Whereas, Ruberoid is engaged in the manufacture, distribution and sale of calcium silicate pipe covering and block and T/NA 100 Insulation Jacketing, hereinafter called "Products", and more fully described and set forth in Schedule "A" attached hereto; and

Whereas, Armstrong desires to obtain and sell said Products; and

Whereas, the aforesaid parties are desirous of entering into an agreement under the terms of which Ruberoid shall sell the aforementioned Products and Armstrong shall purchase said Products;

Now, therefore, in consideration of the terms and mutual covenants herein contained, it is agreed as follows:

1. Ruberoid hereby agrees to sell Armstrong and Armstrong agrees to purchase from Ruberoid the Products set forth in Schedule A attached hereto and made a part hereof.

2. Delivery by Ruberoid hereunder shall be made at Ruberoid's option, f.o.b. Ruberoid's point of manufacture, or such other f.o.b. point as Ruberoid shall select, minimum freight allowed, if applicable to destination city in continental United States (Alaska and Hawaii excepted) in accordance with schedule "A" attached hereto.
3. The prices, terms and conditions of sale for Products shall be those set forth in Schedule "A" attached hereto and may be increased or decreased by Ruberoid from time to time. The effective date of a price change will be the effective date of the net price change to Insulation Contract Unit customers. In case of a price advance Armstrong will be privileged to order its requirements of Products within thirty days after price advance for shipment at such time as shall be convenient to Ruberoid within sixty days after the price advance. If Ruberoid for any reason does not ship within 60 days after price advance, Armstrong will be invoiced at prices in effect at the time of shipment unless order is previously cancelled by Armstrong. In the event of a price decline, all unfilled orders of Armstrong will be invoiced at the prices in effect at the time of shipment. In addition, Armstrong will be protected at prices in effect prior to the advance on all lump sum and unit price applied insulation contracts in which Armstrong has, at the time of the price advance quotations or contracts outstanding at firm prices to its insulation contractor customers; such protection shall be for a period of six months from date of price advance provided:

- a) Armstrong file with Ruberoid within Thirty (30) days after date of increase a list of such contracts and a list of such contract proposals existing at time of increase. The list must show name and address of insulation contractor, name and location of job and quantities and sizes of materials required to execute the job.
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In Witness Whereof the parties have caused this instrument to be duly executed as of the day and year first above written

Attest:

The RUBEROID Co.

By

Attest:

Armstrong Contracting and Supply Corporation

By

May 1, 1963

SCHEDULE "A"

page 1

PRODUCTS

Calcilite Pipe Covering
Calcilite Block
Calcilite Segments
Calcilite-Hi Pipe Covering
Calcilite-Hi Block

T/NA 100 Insulation Jacketing
T/NA 100 Finishing Tape
T/NA 100 Collars

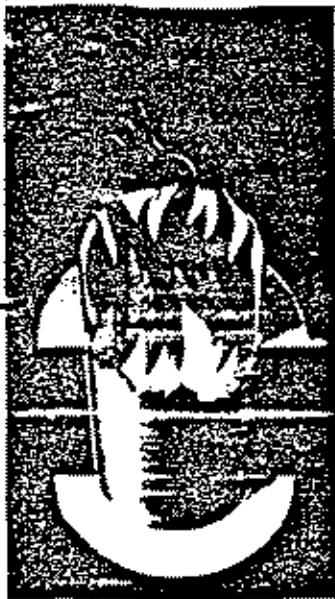
PRICES

A and/or AD List (pg. ET-1) dtd. Aug. 1, 1962 less 17 $\frac{1}{2}$ %

General Price Bulletin dtd. March 1, 1963 less 7 $\frac{1}{2}$ %

TERMS OF PAYMENT

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BULLETIN

INDUSTRIAL INSULATION DIVISION

THE RUBEROID CO.

233 THIRD AVENUE • NEW YORK 17, N. Y.

General Price Bulletin
March 1, 1963

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F.O.B.
Wills, Mass.

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T/NA 100 Collars - 15¢ per sq.ft.
4" wide x 166.7 ft. 8.33 per roll

T/NA 100 Finishing Tape
2" x 72 yds. 16.00 per roll
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* * * * *

EXHIBIT "A"

Page 1

Contract No. 100, 100, 100, 100
100, 100, 100, 100, 100, 100

PRODUCTS

Calcilite Pipe Covering
Calcilite Block
Calcilite Segment
Calcilite-Ht Pipe Covering
Calcilite-Ht Block

T/M 100 Insulation Jacketing
T/M 100 Finishing Tape
T/M 100 Collars

PRICES

A and/or AD List (Pg. 11-1) dtd. August 1, 1952
less 15%

General Price Bulletin dtd. March 1, 1953
less 7 1/2%

TERMS OF PAYMENT

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