

SALES AGENCY AGREEMENT

Dated: January 2, 1942

Agreement between METALS REFINING COMPANY of Hammond, Indiana, Principal,  
and J. C. ACKERMAN of Pittsburgh, Pennsylvania, Representative.

PERIOD: This agreement will be in effect from January 2, 1942, to December 31, 1942, inclusive. Unless written notice is given by either party thirty days prior to the expiration date of their intention not to renew this agreement, it will be extended for another twelve months. This agreement is also subject to cancellation by either party upon thirty (30) days' written notice.

MATERIAL: METROX LITHARGE and RED LEAD.

TERRITORY: A specific number of accounts, as per list attached, in Pittsburgh, Pennsylvania and contiguous territory, and such other accounts as may hereafter be added by mutual agreement. Accounts listed may be removed if Representative fails in his efforts to effect sales, but only in case of mutual agreement.

EXCLUSIVE REPRESENTATION:

Representative is not to sell any other make or brand of materials than those described herein, or substitutes, produced or furnished by other than Principal, unless by consent of Principal. Principal is to have no other representative solicit business from Representative's list of accounts agreed upon except for the account of Representative during period hereof.

COMMISSION: To cover all of said Representative's services and expenses in connection herewith, exclusive of warehouse and cartage expense. Principal will pay a commission on sales made during the life of this agreement as follows:

In less than carload lots: Litharge, \$5.00 per ton;  
Red Lead, \$7.50 per ton.

In minimum carload lots: Litharge, \$2.00 per ton;  
Red Lead, \$5.00 per ton.\*

\*On any carload red lead sales at lower than the regular differential, commission to be \$3.50 per ton.

Principal agrees to supply Representative with copy of each invoice as soon as made on every shipment made to Representative's accounts, on repeat orders or otherwise during the life of this agreement.

No commission shall be paid on any sales not filled by actual shipment.

Compensation for any warehouse or delivery service to be covered by separate agreement.

II

COMMISSION  
(Cont'd.)

Settlement of commissions to be made by Principal to Representative on approximately the fifteenth day of the month following delivery of orders.

In the case of orders obtained by Representative involving shipments to points in other territories called upon by other brokers or Principal's representatives, or shipments made to Principal's accounts in other territories called upon by other brokers or Principal's representatives, a division of commission of 50% to each party concerned will be applicable to such orders as made, repeat orders or otherwise.

BUSINESS  
POLICY:

Selling prices will be established by Principal from time to time by published card or direct advice.

ACCEPTANCE  
OF ORDERS:

Except when firm orders are made or authorized by Principal, all orders taken by or tendered by Representative are subject to acceptance by Principal. Agent shall not create an obligation binding Principal to supply merchandise unless special arrangements have received written approval from Principal.

ACCOUNTS AND  
COLLECTIONS:

Invoices are to be made by Principal direct to Buyer, and payments are to be made by the Buyer to Principal unless other specific arrangements are made between Representative and Principal.

CREDITS:

Representative is not to be held liable in any way for bad debts or financial losses, but will be expected to communicate to Principal promptly and in strict confidence any information regarding the credit or financial standing of Buyers which might be of assistance to Principal in deciding the amount of credit to be granted.

REPORTS:

Representative hereby agrees to furnish Principal with reports from time to time concerning the status of its business or prospective business with individual prospects.

PURCHASES FOR RESALE  
BY REPRESENTATIVE:

Purchases for resale by Representative will be covered by special arrangement.

CONSIGNMENT:

Consignment arrangements will be covered by special arrangement.

ACCEPTED:

Date: 1-30-42

(Signed) J. C. ACKERMAN

METALS REFINING COMPANY

BY (Signed) G. G. McGREEVY

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J. C. ACKERMAN

LIST OF ACCOUNTS & PROSPECTS--LEAD OXIDES:

American Bridge Company  
Benolite Varnish Company  
Bethlehem Steel Company  
Big Beaver Paint Co.  
Bryce Brothers  
Cannonsburg Pottery  
Castle Rubber Co.  
Ceramic Color & Chemicals Co.  
Dravo Contracting Co.  
Duncan & Miller Glass Co.  
Ellwood Co.  
Fisher Scientific Co.  
Follansbee Brothers  
Fort Pitt Bridge Works  
Freedom Oil Company  
Gulf Refining Co.  
O. Hommel Company  
L. J. Houze Convex Glass Co.  
Impervious Varnish Co.  
Industrial Paint Co.  
Jamestown Paint & Varnish Co.  
Jones & Laughlin Steel Corp.  
Kopp Glass Co.  
Koppers Company (Wood Pres.)  
Manion Paint & Varnish  
Pennsylvania Industrial Co.  
Pennsylvania Rubber Co.  
Phoenix Glass Co.  
Pittsburgh Plate Glass Co.  
Pressed Steel Car Co.  
Pruett-Schaffer Chem. Co.  
Puritan Paint & Oil Co.  
Richmond Radiator Co.  
Royal Mfg. Co. of Duquesne  
Shaffer-Moss Chemical Co.  
Shenango Pottery Co.  
Jas. B. Sipe Co.  
Standard Glass Co.  
Standard Sanitary Mfg. Co.  
Standard Steel Car Co.  
Sterling Varnish Co.  
M.B. Suydam & Co.  
Thermal Products Corp.  
Thompson & Co.  
Union Paint Co.  
Union Switch & Signal Co.  
U.S. Sanitary Mfg. Co.  
Universal Sanitary Mfg.  
Victory Glass Co.  
Vitro Mfg. Co.  
Watson Standard Co.  
Westinghouse Air Brake Co.  
Westinghouse Elec. & Mfg. Co.  
Westmoreland Glass Co.  
Pittsburgh, Pa.  
Manor, Pa.  
Pittsburgh, Pa.  
Beaver Falls, Pa.  
Mt. Pleasant, Pa.  
Cannonsburg, Pa.  
East Butler, Pa.  
New Brighton, Pa.  
Neville Island, Pittsburgh  
Washington, Pa.  
Ellwood City, Pa.  
Pittsburgh, Pa.  
Follansbee, W. Va.  
Cannonsburg, Pa.  
Freedom, Pa.  
Pittsburgh, Pa.  
Carnegie, Pa.  
Point Marion, Pa.  
Pittsburgh, Pa.  
Hayesville, Pa.  
Jamestown, Pa.  
Pittsburgh, Pa.  
Swissvale, Pa.  
Pittsburgh, Pa.  
Rouseville, Pa.  
Clairton, Pa.  
Jeannette, Pa.  
Monaca, Pa.  
Pittsburgh, Pa.  
McKees Rocks, Pa.  
Pittsburgh, Pa.  
Pittsburgh, Pa.  
Uniontown, Pa.  
Duquesne, Pa.  
Pittsburgh, Pa.  
New Castle, Pa.  
Bridgeville, Pa.  
Kane, Pa.  
Pittsburgh, Pa.  
Butler, Pa.  
Hayesville, Pa.  
Pittsburgh, Pa.  
Pittsburgh, Pa.  
Oakmont, Pa.  
Pittsburgh, Pa.  
Swissvale, Pa.  
Pittsburgh, Pa.  
New Castle, Pa.  
Jeannette, Pa.  
Pittsburgh, Pa.  
Pittsburgh, Pa.  
Wilmerding, Pa.  
East Pittsburgh, Pa.  
Grapeville, Pa.

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