FILE NAME: Saberhagen (SBH)

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EXHIBIT "C"

(Clause numbered VI)

Effective December 7, 1950

PRICE PROTECTION

Factory's prices are subject to change at any time by written notice from Factory to Service Unit, stating an effective date.

In the event Factory's prices advance or decline, Service Unit's unshipped orders or any portions thereof will be billed by Factory at prices in effect at time of shipment, regardless of date of order. This basic paragraph is subject only to the three (3) price protection exceptions stated below.

Provisions Applying to Exceptions 1, 2 and 3

(a) Wherever, in the following exceptions, a limit time after effective date of price advance is stated for placement of orders or submission of statements by Service Unit, the U. S. postmark on mail, or dates on wires or confirmed telephone calls will be the evidence of placement time. Orders placed or statements submitted late by Service Unit, regardless of cause, will not be valid for price protection purposes. There will be no exceptions to this provision.

(b) Wherever, in the following exceptions, a limit time after effective date of price advance is stated for shipment of orders, Factory's price protection obligation will terminate if Factory cannot ship or has not promised to ship within the stated limit time. In cases where a written delivery promise has been made by Factory and broken for any cause, Factory will fulfill its price protection obligation regardless of actual shipping date, unless the delay in shipping was at Service Unit's request.

Price Protection Exceptions

1. Service Unit Stock

Factory will bill one (1) carload at prices in effect prior to price advance, to each stocking warehouse from existing orders. If no such carload order exists, then if Service Unit elects to place a carload stock order with Factory within fifteen (15) days after effective date of price advance, for shipment within sixty (60) days after effective date of price advance, Factory will bill same at prices in effect prior to the price advance.

For the purpose of this provision, a "stocking warehouse" is defined as Service Unit's established warehouse (one

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only in any one city) to which not less than two carloads have been shipped direct from the factory in the preceding twelve month period, excluding any special contract project warehouse of Service Unit.

2. Service Unit Material Only Sales

If Service Unit elects to offer its customers the privilege of placing material-only orders at prices in effect prior to price advance, Factory will accept price-protected orders to cover from Service Unit, provided such orders are placed within thirty (30) days after effective date of price advance for shipment by Factory within sixty (60) days after effective date of price advance. Further provided that Service Unit will support such orders to Factory by notating thereon the names, number and dates of customers' orders for which the material is ordered. Service Unit agrees that when less carload quantities are involved, they will combine so as to place full carload orders with Factory.

3. Service Unit Applied Contract Sales (including Lump Sum, Unit Price, Time and Material, or Cost Plus Contracts)

Service Unit will be protected by Factory at prices in effect prior to price advance under the following conditions:

Service Unit agrees to use escalation clauses in all possible bids. Contracts containing escalation are not price protected by Factory.

Bids submitted by Service Unit on or after the effective date of price advance are not price protected by Factory.

Bids submitted by Service Unit prior to the effective date of price advance, which mature into secured signed contracts within thirty (30) days after the effective date of price advance, also signed contracts secured prior to the effective date of price advance, are price protected by Factory, provided existing or new firm detailed orders to cover have been or are placed with Factory by Service Unit not later than thirty (30) days after effective date of price advance for shipment by Factory within three (3) months after effective date of price advance.

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Exception 3 Continued

To validate price protection under Exception 3, Service Unit agrees to submit to Factory within thirty (30) days after the effective date of price advance, a statement or statements, outlining those orders or portions thereof, which qualify.

Statements to be valid must contain full information for each contract job, detailed under the following headings:

Job Name	Service Unit Order Number
Awarding Authority	Factory Promised Shipping Date
Date of Award	List Value

Thus Service Unit orders or portions thereof that are for stock or for contracts containing escalation, or for any other reason, do not qualify for price protection under Exception 3, will not appear on the statements.

Factory Agreement for Liquidating Valid Price Protection Under Exceptions 1, 2 and 3

During the first thirty-five (35) days after effective date of price advance, Factory agrees to automatically bill all material shipped to Service Unit at prices in effect prior to the price advance.

Factory will consolidate all valid price protection requested by Service Unit under Exceptions 1, 2 and 3. Within forty-five (45) days after the effective date of price advance, Factory will submit a statement to Service Unit, recording all valid price protection due Service Unit expressed as Total List Value, and the list value of shipments as billed during the first thirty-five (35) days after effective date of price advance. The resulting balance will be designated as Net List Value Due.

Factory will liquidate Net List Value Due, by continuing to bill all material shipped to Service Unit at prices in effect prior to the price advance until the Net List Value Due is liquidated.