FILE NAME: Mahoning Valley Supply (MVS)

DATE: 1960 Jan 27

DOC#: MVS004

DOCUMENT DESCRIPTION: Distributor Sales Contract with Johns Manville

JOHNS-MANVILLE PRODUCTS

AGREEMENT FOR PURCHASE OF

Johns-Manville Insulation Materials

BY PRIMARY INSULATION DISTRIBUTOR

RECEIVED FEB 0 2 1990

AGREEMENT ENTERED INTO AT Youngstown, Ohio

THIS 27th DAY OF January, 19 60,

between JOHNS-MANVILLE SALES CORPORATION, hereinafter called "Johns-Manville", and

Mahoning Valley Supply Company

with a place of business at 704 Youngstown-Poland Road ~~Cor. South & Pasadena Ave's.~~, Youngstown, Ohio,
Street address, town or city and state

hereinafter called the "Buyer",

Witnesseth:

Whereas the Buyer solicits business from users of industrial insulation products listed in the attached Schedule "A" in the territory described in this agreement; and

Whereas Johns-Manville sells Johns-Manville Industrial Insulation Products, listed in the attached Schedule "A", as said Schedule "A" may be amended from time to time by Johns-Manville, hereinafter referred to as "Products"; and

Whereas Johns-Manville desires, in the territory described in this agreement, to have Buyer a Primary Distributor who will solicit business for the Products from said users;

Now, Therefore, Johns-Manville Agrees to sell to Buyer and Buyer agrees to buy from Johns-Manville the Products at Johns-Manville's current prices and terms of payment to Primary Insulation Distributors subject to the following terms and conditions:

1. The Buyer agrees to purchase and maintain on hand during the existence of this agreement, a stock of the Products sufficient in quantity to supply the demands of said users in the following territory:

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Following counties in State of Ohio:

Mahoning
Summit
Stark
Trumbull
Portage

2. changed 6-14-62 The Primary Insulation Distributors' prices and terms and conditions of sale may be changed by Johns-Manville without prior notice to the Buyer, although it will be the practice of Johns-Manville to give prompt notice to the Buyer of any such change or changes.

In the event of a decline in price, all orders will be invoiced at the price in effect at the time of shipment.

In the event of an advance in price of the Products, the Buyer shall have the privilege of ordering for each separate stocking branch maintained by the Buyer, one total carload of Products at the price in effect before such advance shall have taken effect. Each carload may be made up of any one or all of the Products. Any unfilled orders for any of the Products which may have been entered but not shipped at the time of notification of any such price advance shall be considered as part of this total carload order. Any such carload order must be placed within fifteen (15) days from date of price advance for shipment within sixty (60) days from date of price advance at such times as shall be convenient for Johns-Manville. This protection shall apply to all the Products unless Buyer is otherwise advised by Johns-Manville.

3. All orders accepted by Johns-Manville are subject to its ability to ship, and in the event Johns-Manville is unable to make shipment within sixty (60) days from date of price advance, the Buyer will be invoiced at prices in effect at time of shipment, unless order is previously cancelled by the Buyer.

4. Any new tax or any increase in an existing tax, upon or incident to the sale, delivery, manufacture or processing of the Products covered by this contract, imposed by any statute or ordinance, shall be for the Buyer's account and where permitted by law, shall be separately stated by Johns-Manville on each invoice.

5. The sale of the Products shall be promoted by Buyer and Buyer's employees both at Buyer's established place of business and by traveling representatives throughout said territory and by correspondence and other available means.

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6. Johns-Manville reserves the right to sell the Products to anyone located in said territory or to anyone for use in said territory without any obligation to pay Buyer any compensation of any kind whatsoever upon

7. Johns-Manville agrees to furnish to the Buyer a reasonable amount of catalogs and other literature prepared by Johns-Manville.

8. Johns-Manville agrees to deliver to the Buyer new Products in place of those found by a proper Johns-Manville representative within two years following delivery, to be defective in quality, and Johns-Manville's responsibility shall be fully discharged upon furnishing such new Products.

9. Johns-Manville agrees to defend, and to protect the Buyer against loss or damage arising out of, any legal action for patent infringement in connection with the manufacture of any of the Products sold to the Buyer, provided Johns-Manville is notified promptly of any such action and is given complete information and an opportunity to defend.

10. It is understood and agreed that all orders of the Buyer shall be subject to approval of the Johns-Manville Credit Department. Johns-Manville agrees to fill all accepted orders of the Buyer with reasonable promptness, it being understood, however, that Johns-Manville shall not be responsible for delays or for defaults where occasioned by causes of any kind or extent beyond its control, including, but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes, shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of any civil or military authorities (including priorities and allocations); fires; floods and accidents.

11. The terms of this agreement shall be continuous except that either party hereto may terminate it upon thirty (30) days' notice in writing to the other. In the event the Buyer shall be adjudicated a bankrupt or become insolvent in the sense of being unable to meet the Buyer's current obligations as they mature, or in the event a receiver should be appointed of the properties and assets of the Buyer, Johns-Manville may terminate this agreement forthwith.

12. It is hereby agreed that no action or proceeding on a claim arising under this agreement shall be instituted or started by either party more than two (2) years after the date on which the cause of action arose. This provision shall survive any termination of this agreement, however arising.

13. This writing constitutes the entire agreement between the parties hereto in respect to the subject matter hereof, and it is understood that the Buyer is not in any manner or to any extent constituted or appointed an agent of Johns-Manville.

14. Effective upon execution of this agreement all prior agreements with Johns-Manville or any company acquired by Johns-Manville involving the purchase and sale of the Products listed in Schedule "A", or any of them, shall be cancelled and terminated.

15. This agreement shall not be binding upon Johns-Manville until (a) a copy thereof, duly executed by the Buyer and by the General Sales Manager, Distributor Insulation Products Sales Department, Industrial Insulations Division of Johns-Manville, has been delivered to the Buyer, and (b) shipment of a stock order hereunder has been made to the Buyer.

Mahoning Valley Supply Company
(Buyer)

By P. D. Baxter

Johns-Manville Sales Corporation

By J. R. Johnson
Regional Sales Manager

M. E. Lohr
General Sales Manager
Distributor Insulation Products Sales Department
Industrial Insulations Division

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SCHEDULE "A"

PRODUCTS

85% Magnesia
Thermobestos
Insulating Cements
J-Foam
Hair Felt
Asbestos Millboard
Banroc Blankets 100 Series
Asbestocel
Insulkote
Weatherproofing Felts
Superex
Fibrocel
Rock Cork
Aerotube
Asbestos Paper
400 Spintex
Banroc HT Block
Wool Felt
Sealing Compounds
Glass Fibre Products

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