FILE NAME: Reddaway Manufacturing (REDD)

DATE: 1983-1986

DOC#: REDD003

DOCUMENT DESCRIPTION: Invoices and Accounting

NAME ABEX CORPORATION

BILLED AS 2% 10th Prox.

ADDRESS FRICTION PRODUCTS GROUP
WINCHESTER, VIRGINIA 22601

EXHIBIT 19 4-13-12

DATE 1983	INVOICE NO.	DEBITS	DATE 1983	FOLIO	CREDITS	BALANCE
FORWARD		39502.25	FORWARD		53082.99	
June 15	32724	840.89	June 27	2213	3325.77	
Sept. 22	33196	505.29	July 5	2214	1162.38	1168.35
	33197	345.91			17.91	
Oct. 6	33280	425.91	Oct 11	2218	508.88	
21	33367	1746.99	31	2219	425.10	
	33368	535.66	Nov 15	2220	2302.65	1303.65
Nov 2	33445	1677.53	21	2220	1677.53	
	33426	337.80	29	2221	337.80	
14	33446	2480.94	Dec 9	2222	2480.94	
Dec 21	33663	415.90				2480.94
	33664	115.46	Dec 31	Balance	531.26	
1984		30454.91	1984		30454.91	
Jan 1	Balance	531.26	Jan 16	2224	531.26	
Jan 27	33852	265.43	Feb 17	2226	568.50	
	33853	3003.37	Mar 23	2228	2964.47	5469.50
Mar 5	34066	4349.05	April 9	2230	456.06	
	34067	2415.42	April 23	2230	1910.47	4567.02
23	34188	933.85	May 18	2232	1559.72	
	34189	3633.21	24	2233	2845.36	
April 3	34244	273.02			2961.74	
	34245	1039.46				1559.72
30	34436	610.21				
	34426	949.41				
May 10	34513	3425.08				
	34514	419.58				
June 4	34624	1043.60				
	34626	1842.75				
		32504.19				

REDDAWAY MANUFACTURING CO., INC.
32 EUCLID AVE.
NEWARK, N. J. 07105

NAME ABEX CORPORATION

ADDRESS FRICTION PRODUCTS GROUP
WINCHESTER, VIRGINIA 22601

BILLED AS 2% 10th PROX

DATE 1984	INVOICE NO.	DEBITS	DATE 1984	FOLIO	CREDITS	BALANCE
FORWARD		325419	FORWARD		296178	
June 4	34626	35041	June 25	2335	89426	
	34609	107352	July 2	2236	37126	
	34678	58174	9	2236	364279	
7	34714	144869	Aug 1	2238	259450	
	34715	260694	13	2238	425254	
6	34778	274426	14	2238	159012	
21	34818	86562	Sept 4	2239	490192	
	34819	22717	10	2239	423540	
July 17	34897	259450	17	2239	355100	
27	34982	425426	24	2240	70452	
	34983	159012	Oct 9	2241	81459	
Aug 3	35033	490192	22	2242	221319	
15	35070	423540	Nov 19	2243	225212	
22	35168	355100				
30	35234	40323				
Sept 10	35301	24379				
Sept 21	35403	312984				
	35404	81459				
Oct 5	35498	221319				
31	35642	225212				
	35647	197379				
Nov 19	35749	353946				
	35750	80136				
	35751	172141				
28	35782	50747				
	35783	355364	Dec 10	2245	606243	
Dec 7	35853	347004	12	2245	42911	

REDDAWAY MANUFACTURING CO., INC.
32 EUCLID AVE.
NEWARK, N. J. 07108

NAME ABEX CORPORATION

BILLED AS 2% 10th Prox.

ADDRESS FRICTION PRODUCTS GROUP
WINCHESTER, VIRGINIA 22601

DATE 1984	INVOICE NO.	DEBITS	DATE 1984	FOLIO	CREDITS	BALANCE
FORWARD		950916	FORWARD		8652249	
Dec 7	135854	149972	Dec 31	2246	610363	
20	35941	330687	Dec 31	Balance	9176463	
		99902.75			99902.75	
1985			1985			
Jan 1	Balance	827663	Jan 7	2247	496976	
Jan 8	36010	66226		2249	330687	
	36011	122976	28	2248	248926	
	36012	59724	Mar 18	2252	439704	
Feb 28	36316	39025	June 7	2267	702330	
	36317	19089	Aug 1	2261	588244	
	36318	52196	21	2261	728072	
	36319	52419	Sept 23	2262	588121	
April 3	136544	191731	Oct 23	2265	352186	
	36545	50699	28	2265	385828	
June	136794	424888				
	36795	162956				
20	36881	285371				
	36882	442701				
July 22	36965	588121				
Aug 23	37141	352186				
28	37155	385828				
Sept 23	37270	102911				
	37271	241234				
26	37314	195842				
	37315	215586				
Oct 22	37463	372299				
Nov 8	37539	279122				
	37540	31526				

REDDAWAY MANUFACTURING CO., INC.
32 EUCLID AVE.
NEWARK, N. J. 07105

Reddaway00518

NAME Abex Corporation
PO Box 3250
ADDR Winchester, Va. 22601-2450

BILLED AS 2% 10th Prox.

1985 DATE	INVOICE NO.	DEBITS	1985 DATE	FOLIO	CREDITS	BALANCE
FORWARD		659029	FORWARD		5051697	
Nov 27	37639	85426	Nov 25	2267	855673	
		66757 73	Dec 27	2269	3722 99	
		66757 73	Dec 31 Balance		396122	
		66757 73			6676773	
1986			1986			
Jan 1 Balance		396122	Jan 10	2270	310647	
Jan 28	37901	291892	27	2271	85425	
	37902	34413	Mar 31	2275	396122	
31	37912	82669	April 23	2276	1248657	
	37913	630693	May 1	2278	2289 26	
Feb 12	37991	54942	May 21	2279	311412	
	37992	22 4928	23	2279	292635	
Mar 7	38103	64751	June 6	2280	86918	
	38104	165895	July 11	2282	837734	
	38105	80766	Aug 22	2284	425755	
12	38143	26649	Oct 23	2288	470453	
	38144	97776				
	38145	168210				
24	38192	342216				
	38193	149008				
April 8	38271	86918				
May 16	38481	837734				
June 26	38673	425755				
Aug 21	38812	463762				
	38813	6691				
Oct 22	39131	300124				
	39132	173527				
	39133	16421				

REDDAWAY MANUFACTURING CO., INC.
32 EUCLID AVE.
NEWARK, N. J. 07105

Reddaway00519

NAME ABEX CORPORATION

ADDRESS PO BOX 3250
Winchester, Va. 22601-24501

BILLED AS 2% 10th Prox.

DATE 1986	INVOICE NO.	DEBITS	DATE 1986	FOLIO	CREDITS	BALANCE
FORWARD			FORWARD			
Nov 24	39284	721 33	✓ Nov 22	2292	6401 12	
			Dec 31 Balance		72133	
		643439			643439	
1987			1987			
Jan 1 Balance		72133	Jan 27	22984	72133	
Mar 17	39784	62155	May 20	2303	62155	
April	39885	674053	June 8	2304	674053	
May 18	40043	523791	July 22	2306	523791	
June 12	40176	799227	Aug 25	2308	799227	
July 24	40220	265548	✓ 31	2309	967961	
	40269	742403	✓ Oct 21	2312	468862	
Aug 20	40477	17921	✓ Nov 28	2314	343697	
	40478	290651	✓ Jan 9	2314	16947	
Sept 8	40561	16947	✓			
12	40637	343697	✓			
Nov 12	40945	2786 21	✓			
Dec 12	41089	321837	✓ Dec 31 Balance		599858	
1988		452734	1988		452734	
Jan 1 Balance		599858	Jan 11	2318	2786 21	
Jan 27	41312	156965	Feb 3	2320	321837	
	41313	83255	✓ Mar 24	2323	240290	
Feb 11	41414	30307	April 20	2325	380526	
16	41427	349760	✓ May 9	2326	249669	
Mar 11	41562	249669	✓ June 6 23.28		166583	
30	41664	19721	✓			
May 3	41794	166583	✓			
26	42038	19383	✓			
31	42059	25962	✓			

REDDAWAY MANUFACTURING CO., INC.
32 EUCLID AVE.
NEWARK, N. J. 07105

Reddaway00520

NAME ABEX CORPORATION
PO BOX 3250

ADDRESS Winchester, VA 22601-24501

BILLED AS 2% 10th Prox.

DATE 1988	INVOICE NO	DEBITS	DATE 1988	FOLIO	CREDITS	BALANCE
FORWARD		23038 42	FORWARD		166 75 73	
June 24	42219	1184 26	July 8	2330	2707 22	
Aug 9	42346	2813 74	Aug 1	2331	2654 86	
	42347	2299 03	31	2333	1154 86	
25	42463	737 26	Oct 14	2336	5142 77	
	42464	1025 80	Nov 1	2338	17630 6	
Nov 16	42960	751 43				
	42981	1353 71	Nov 31 Balance		8105 14	
1989		32203 66	1989		32203 66	
Jan 1 Balance		8105 14	Jan 3	2342	8105 14	
Jan 3	43191	1531 85	Mar 6	2346	3119 45	
	43192	1687 60	Apr 5	2348	1176 05	
Feb 2	43372	1176 05	May 4	2350	6645 20	
Mar 2	43514	3206 96	31	2351	6522 89	
	43516	1441 76	July 6	2354	1937 41	
	43516	1496 88	Aug 7	2356	2439 44	
21	43631	967 68	Sept 11	2358	2168 89	
	43632	636 77				
	43633	1225 98				
	43634	2682 46				
Aug 4	43902	1927 41				
June 6	44095	1362 69				
	44096	1066 75				
July 13	44313	846 11				
Aug 25	44512	1269 14				
	44513	1320 64				
Sept 12	44618	2655 77				6245.55
Oct 5	44763	2983 14				
		51926 98				

REDDAWAY MANUFACTURING CO., INC.
32 EUCLID AVE.
NEWARK, N. J. 07105

Reddaway00521

NAME ABEX CORPORATION

BILLED AS 2% 10th Prox.

ADDRESS P. O. Box 3250
Winchester, Va. 22601-24501

DATE 1989	INVOICE NO.	DEBITS	DATE 1989	FOLIO	CREDITS	BALANCE
FORWARD		31930 48	FORWARD		53721 89	
Oct 25	44875	548 78	Nov 1	2362	2589 78	
Nov 8	44965	1765 42		2362	2655 77	
Dec 6	45086	2484 09	Dec 4	2364	8993 04	
	45096	15451 11	Dec 31 Balance		63440 00	
		39274 48			39274 48	
1990			1990			
Jan 1 Balance		63440 00	Jan 4	2366	548 78	
Jan 10	45223	4125 71	4	2366	1765 42	
Feb 26	45395	30715 35	Feb 5	2368	4029 80	
Mar 22	45571	6198 41	Mar 12	2370	4125 71	
Apr 20	45677	7949 50	May 2	2374	3075 35	
May 31	45860	5380 36	31	2375	6198 41	
July 3	46031	5423 83	June 15	2376	7949 50	
23	46127	3009 67	Aug 1	2380	5380 36	
Sept 12	46361	3030 62	Sept 4	2382	5423 83	
	46362	2193 03	Oct 3	2384	3009 67	
Oct 24	46442	1371 35	Nov 9	2386	3223 65	
	46443	3406 25	Dec 3	2388	4777 60	
Nov 8	46617	2091 29				
26	46659	1674 23				
Dec 26	46885	2928 50	Dec 31 Balance		6694 08	
		51202 16			51202 16	
1990						
Jan 1 Bal		6694 08	Jan 7	2390	2091 29	
Jan 10	46877	3864 46	Jan 30	2391	1674 23	
	46878	1030 68	Feb 28	2393	2928 50	
Mar 11	47137	4340 73	Mar 21	2395	4900 14	
27	47327	4097 52			11594 22	
Apr 29	47392	6141 40				
		26192 84				

REDDAWAY MANUFACTURING CO., INC.
32 EUCLID AVE.
NEWARK, N. J. 07105

Reddaway00522

NAME ABEX CORPORATION

ADDRESS P. O. Box 3250
Winchester, Va. 22601-24501

BILLED AS 2% 10th Prox.

DATE 1991	INVOICE NO.	DEBITS	DATE 1991	FOLIO	CREDITS	BALANCE
Forward		93 57	Forward		11 594 22	
May 21	47517	45278	May 13	2398	4346 73	44986 13
June 26	50106	30 721 68 2511 75	June 3	2400	15 930 85 4097 52	
Aug 29	50362	33 233 43 7274 25	July 3	2402	20 083 47 6161 46	12000 81
Sept 26	50484	40 507 68 3571 00	Aug 1	2404	80 193 27 45278 1	-
Oct 16	50574	44 078 68 1813 75	Sept 5	2406	30 721 45 2311 75	7035 50
Dec 2	50722	45 192 43 6560 00	Nov 4	2410	33 233 43 7274 25	9946 50
		52 752 43	Dec 4	2412	40 507 68 3571 00	7035.25
					44 078 68	12600 00
						5026.25
						5373.75

REDDAWAY [illegible] CO., INC.
32 EUCLID AVE.
NEWARK, N. J. 07105

Reddaway00523

EXHIBIT
tabbies
20
4-13-12

FILE COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

SOLD TO

[redacted]

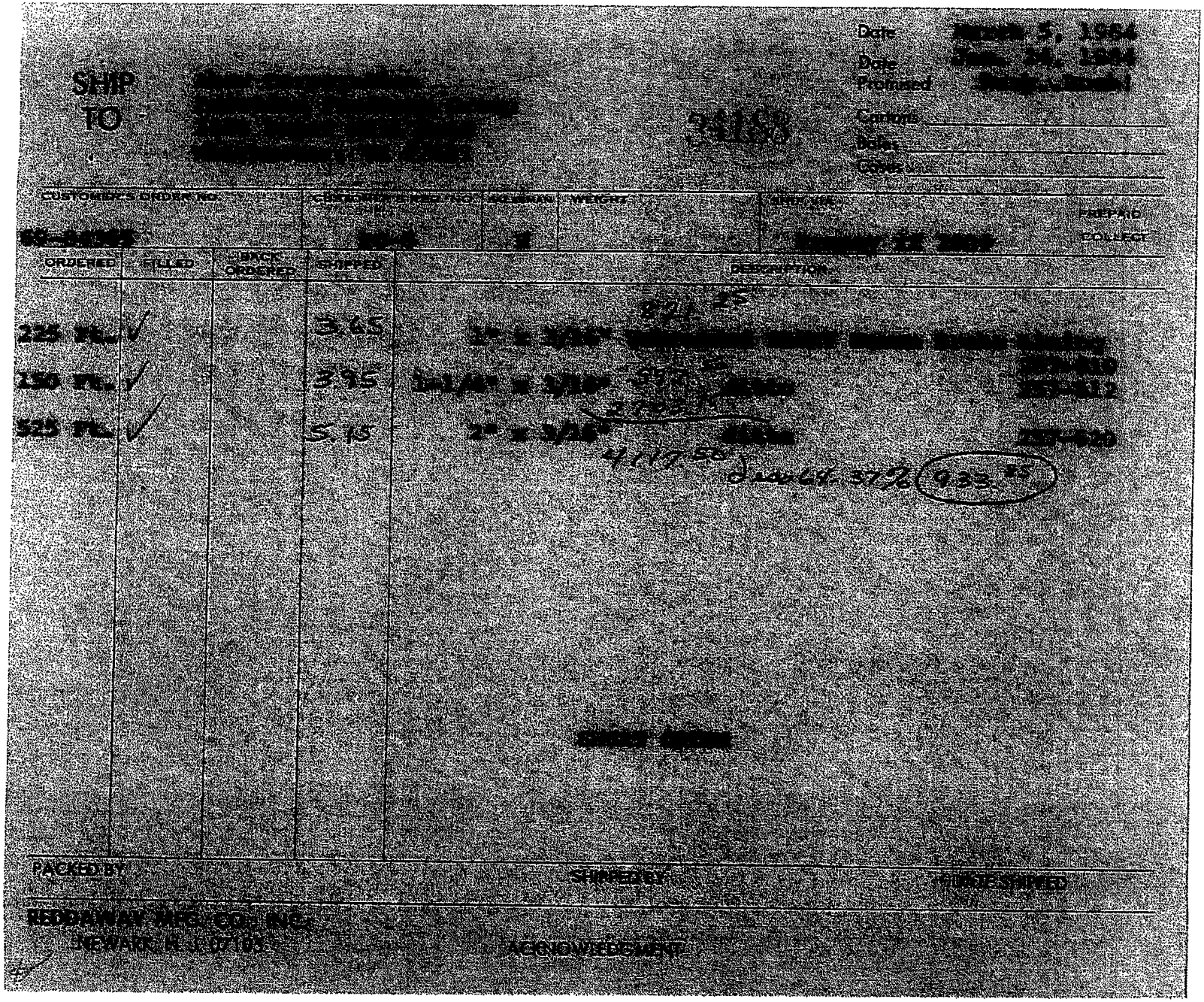
SHIPPED TO

[redacted]

CUSTOMER'S ORDER NO.	REDDAWAY NO.	TERMS	SHIPPED VIA	SALESMAN	INVOICE DATE	INVOICE NO.
[redacted]	[redacted]	[redacted]	BUS	H	[redacted]	[redacted]

225 Ft. -	1" x 3/16"	[redacted]	Woven Brake Lining	@$3.05	$ 801.25
150 Ft. -	1-1/4" x 3/16"	[redacted]		@$3.95	592.50
325 Ft. -	2" x 3/16"	[redacted]		@ 5.15	748.75
					$ 407.50
			Less 64-37%		$ 933.85

Reddaway00563



SHIP TO

Date [illegible]
Date Promised [illegible]
Carriers
Dates
Covers

CUSTOMER'S ORDER NO.	SALESMAN	REQUISITION	WEIGHT	SHIPPED VIA	
[illegible]	[illegible]	[illegible]		[illegible]	PREPAID / COLLECT

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION	
				87.25	
225 ft.	✓		3.65	[illegible]	
150 ft.	✓		3.95	[illegible]	
525 ft.	✓		5.15	[illegible]	
				4117.50	
				Sales Tax 3%	933.45

PACKED BY SHIPPED BY TIMES SHIPPED

REDDAWAY BRG. CO., INC.
NEWARK, N. J. 07103

ACKNOWLEDGMENT

Reddaway00564

SHIP TO

Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

Date March 5, 1984
Date Promised Jan. 24, 1984 Rush...Rush!
Cartons
Bales 6
Cases

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID
69-84365	PO-8	H	765	Halls Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION
225 Ft.	[illegible]	—	225'	1" x 3/16" Unbranded EBONY Woven Brake Lining 257-610
150 Ft.	[illegible]	—	150'	1-1/4" x 3/16" ditto 257-612
525 Ft.	[illegible]	—	525'	2" x 3/16" ditto 257-620

SHORT ORDER

PACKED BY | SHIPPED BY | DATE SHIPPED

PRODUCTION COPY

3.23.84

Reddaway00565

FILE COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U.S.A.

SOLD TO

Atlas Corporation
Hopewell, VA

SHIPPED TO

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS	SALESMAN	INVOICE DATE	INVOICE NO.
69-04388	PO-6	2% 10th Prox. Net 30th	W	3/28/69	34847

175 Ft. -	1" x 3/16"	Reinforced Heavy Woven Rubber Lining 287-610	@ $3.65	$ 638.75	
175 Ft. -	2" x 3/16"	287-626	@ $5.15	901.25	
400 Ft. -	2-1/2" x 3/16"	287-624	@ $6.75	2700.00	
100 Ft. -	2" x 1/4"	287-630	@ $7.15	715.00	
500 Ft. -	2-1/2" x 1/4"	287-624	@ $5.25	$625.00	
100 Ft. -	3" x 1/4"	287-630	@$10.70	1070.00	
				$6850.00	
		Less 64-37%			$ 2435.42

Reddaway00566

SHIP TO

Abex Corporation
Friction Products Division
2455 Reed Mill Road
Winchester, VA 22601

34067

Date [illegible]
Date Promised [illegible]
Cartons
Bales
Cases

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	
69-84363	PO-3	K		Stepney 11 2008	PREPAID / COLLECT

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION		
				1340 ea	631.75	
400 Ft.	175'		3.65	1" x 3/16" [illegible]		257-610
150 Ft.			3.95	1-1/4" x 3/16" 592.50 [illegible]		257-612
700 Ft.	175'		5.15	2" x 3/16" 3605.00 [illegible]	901.25	257-620
400 Ft.	✓		6.75	2-1/2" x 3/16" 2700.00 [illegible]	2700.00	257-624
100 Ft.	✓		7.15	2" x 1/4" 715.00 [illegible]	715.00	257-620
500 Ft.	✓		9.25	2-1/2" x 1/4" 4625.00 [illegible]	4625.00	257-624
100 Ft.	✓		1070	3" x 1/4" 1070.00 [illegible]	1070.00	257-630
				14767.50	10650.00	

[illegible] 37% 3942.37
2415.42

PACKED BY | SHIPPED BY | DATE SHIPPED

OFFICE COPY

Reddaway00567

Date Jan. 24, 1984

Date Promised Rush..Rush!

Cartons

Bales 7

Cases

SHIP TO

Abex Corporation
Friction Products Division
2410 Paper Mill Road
Winchester, VA 22601

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID
69-84365	PO-8	H	1125	Falls Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION		
400 Ft.	175	225'	175'	1" x 3/16" Unbranded EBONY Woven Brake Lining		
150 Ft.	—	150'	—	1-1/4" x 3/16"	ditto	257-610 257-612
700 Ft.	175'	525'	175'	2" x 3/16"	ditto	257-620
400 Ft.	400'	—	400'	2-1/2" x 3/16"	ditto	257-624
100 Ft.	100'	—	100'	2" x 1/4"	ditto	257-820
500 Ft.	500'	—	500'	2-1/2" x 1/4"	ditto	257-824
100 Ft.	100'	—	100'	3" x 1/4"	ditto	257-830

PACKED BY

SHIPPED BY

DATE SHIPPED 3-5-84

PRODUCTION COPY

Reddaway00568

CO-180 (Rev. 11/82)

Abex CORPORATION

ABEX CORPORATION
FRICTION PRODUCTS DIVISION
(703) 662-3871

ORIGINAL

PURCHASE ORDER

Please Ship to and Charge
- ABEX CORPORATION
- Friction Products Division
- 2410 Paper Mill Road
- Winchester, VA 22601-2450

NUMBER 69-84365
Show on each invoice, other document, package and correspondence.

Seller:

JOHN B. McKENNA
Director of Purchases

Reddaway Mfg. Company
32 Euclid Avenue
Newark, New Jersey 07105

IMPORTANT: Address all correspondence concerning this order to:
D. A. Shackelford
Abex Corporation
Friction Products Division
P. O. Box 3250
Winchester, VA 22601-2450
LOCAL PURCHASING AGENT

VENDOR NO. 78648

VIA	TERMS	DATE REQUIRED	REQ. NO.	DATE
Hall's	1% 10th Prox.	RUSH	PO-8	1/17/84

QUANTITY	DESCRIPTION		PRICE-FOB POINT
	Del: Grouping		Frt. All'd 200#
	The following Standard Woven Lining:		
400	Ft. 1 X 3/16 Part #257-610	R/C 24610	$ 3.65/ft.
150	Ft. 1 1/4 X 3/16 Part #257-612	R/C 24632	3.95/ft.
700	Ft. 2 X 3/16 Part #257-620	R/C 24654	5.15/ft.
400	Ft. 2 1/2 X 3/16 Part #257-624	R/C 24672	6.75/ft.
100	Ft. 2 X 1/4 Part #257-820	R/C 24650	7.15/ft.
500	Ft. 2 1/2 X 1/4 Part #257-824	R/C 24668	9.25/ft.
100	Ft. 3 X 1/4 Part #257-830	R/C 24708	10.70/ft.
	Prices based on price list No. EB-B10 Effective 1/1/83.		All Less 64 & 37%
	EJA/ae PACKING SLIP MUST ACCOMPANY SHIPMENT		

ACKNOWLEDGEMENT — THIS ORDER CAN BE ACKNOWLEDGED ONLY BY SIGNING AND RETURNING THE ATTACHED ACKNOWLEDGEMENT COPY WITH SELLER'S SHIPPING SCHEDULE GIVEN THEREON.

NOTICE OF SHIPMENT — On day of shipment mail notice of shipment to consignee to insure prompt acceptance of delivery. Demurrage resulting from failure of notice will be Seller's expense

INVOICES — On day of shipment, mail invoice in QUADRUPLICATE to consignee unless otherwise specified. Please prepare a separate invoice for each shipment and carload.

BILLS OF LADING FREIGHT CHARGES — Mail original Bill of Lading to Consignee if shipment is FOB Seller's plant. Seller shall prepay all freight charges on shipments made FOB destination

IMPORTANT — THIS ORDER IS SUBJECT ALSO TO ALL OF THE CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS PAGE. ADDITIONAL OR DIFFERING TERMS IN SELLER'S SALES FORMS ARE HEREBY REJECTED UNLESS CONSENTED TO IN WRITING BY BUYER.

D. A. Shackelford
By _____
LOCAL PURCHASING AGENT

_____
COUNTERSIGNED
(This Purchase Order not valid over $250,000 unless countersigned above)

Reddaway00569

CONDITIONS OF PURCHASE

Except as the following conditions control in the absence of a specific provision to the contrary appearing in the body of this order:

1. ACKNOWLEDGEMENT OF PURCHASE ORDER. This order is Buyer's offer to Seller and when accepted either by acknowledgment or by performance shall become a binding contract subject to the terms and conditions hereof, shall constitute the entire agreement between Buyer and Seller and shall supersede any other agreements or understanding made prior to the date of this order. No acceptance shall be effective which varies the terms hereof or proposes additional terms. Any such proposals shall be deemed to be rejected unless expressly approved by Buyer in writing.

2. EXTRA CHARGES. No charges of any kind, including charges for boxing or cartage will be allowed unless specifically agreed to by Buyer in writing. Price is to cover net weight of material, unless otherwise agreed.

3. DELAYS IN DELIVERY. Seller will not be liable for damages for delays or defaults due to causes beyond its reasonable control. However, time is of the essence of this order and should Seller fail to comply with Buyer's delivery schedule or otherwise commit substantial breach of its obligations hereunder, Buyer may terminate the order without liability.

4. WARRANTIES. Seller warrants that all goods sold hereunder will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed design furnished to Buyer, Seller assumes design responsibility and warrants the goods to be free from design defect and suitable for the purpose intended by Buyer. Seller's warranties, together with its service guarantees, shall run to Buyer and its customers or users of the goods and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance, use of or payment for all or any part of the goods shall in no way affect its warranty rights whether or not a breach of warranty had become evident at the time.

5. WORK ON BUYER'S OR CUSTOMER'S PREMISES. If Seller's work pursuant to the order is to be performed on the premises of Buyer or of customers of Buyer, Seller shall take all precautions in the performance of such work necessary to prevent any injury to persons or property during the performance and shall indemnify Buyer against any and all claims for injury to person or property and resulting losses, fines, fees and all loss arising out of any act or omission of Seller, its agents, employees or subcontractors in the event they or Seller shall maintain appropriate liability insurance, including coverage for personal injury and property damage, that shall maintain Workmen's Compensation insurance with respect to its own employees. Seller shall furnish a certificate of insurance if requested by Buyer.

6. REJECTIONS. If any of the goods are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements of this order, Buyer, in addition to any other rights which it may have under warranty or otherwise, shall have the right to reject and return such goods at Seller's expense. Payments shall not be made for goods without suitable authorization from Buyer.

7. BUYER'S PROPERTY. Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by Buyer or specifically paid for by Buyer, and any replacement thereof, or any material affixed or attached thereto, shall be and remain the personal property of Buyer. Such property and wherever practical each individual item thereof shall be plainly marked or otherwise adequately identified by Seller as the property of ALLEN CORPORATION and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer and shall be subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall redeliver it to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.

8. SUB-CONTRACTING. No delegation of performance under the order, whether by sub-contract or otherwise, shall relieve Seller of responsibility for full performance without the consent of Buyer.

9. SET-OFF. Buyer shall be entitled at all times to set-off any amounts owing at any time from Seller to Buyer or any of Buyer's affiliated companies against any amounts payable at any time by Buyer in connection with the order.

10. COMPLIANCE WITH LAWS. Seller shall comply with all applicable Federal, State and local laws, as amended, and rules and regulations issued thereunder, including but not limited to the Fair Labor Standards Act of 1938, the Occupational Health and Safety Act of 1970, the National Reclamation and Regulatory Reform Act of 1976 and regulations with respect to equal employment opportunity, and where such laws or regulations so provide, the required provisions thereof are incorporated by reference herein. Seller shall furnish a more particular certificate of compliance upon request by Buyer.

11. PATENTS. Seller shall defend and save harmless Buyer and its affiliated companies from and against any claims, suits, proceedings, liabilities and expenses (including the cost of fees of attorneys), actual damages, claims, demands, actions or suits based upon actual or alleged infringement of any United States or foreign patent, trademark or copyright covering or pertaining to any the specifications, use, combination or resale of goods or services delivered under this order.

12. TERMINATION. (a) If Seller ceases to conduct its operations in the normal course of business including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for or an assignment for the benefit of creditors is made by Seller, Buyer may, at its discretion and without liability, terminate the order with respect to undelivered goods, by written notice effective upon receipt by Seller. (b) Buyer may terminate the order with respect to undelivered goods, in whole or in part, for its convenience or because Seller is not proceeding with the work in accordance with the terms of this order. Additionally, inspection of the goods or work at progress and receipt of shipping documents by Buyer shall not constitute acceptance and Buyer may reject any goods or work which are defective or which do not conform to the requirements of this order. Buyer may by written notice effective upon receipt by Seller cancel without liability (except for goods delivered and accepted and for work in progress and materials purchased or expenses incurred thereof for the production of such goods prior to Seller's receipt of notice of cancellation, including reasonable overhead and profit thereon) the undelivered portion of this order. Upon receipt of such notice Seller shall immediately comply with its terms and take all steps to minimize the cost incurred by Seller in connection with the terminated portion of the order. Seller shall submit promptly, but in no event later than thirty (30) days from the effective date of termination, all of Seller's claims for moneys to be paid by reason of such termination. Upon such termination Buyer shall have the right to inspect the work in progress and to receive such work and material on hand or purchased prior to termination and the most reasonable disposition that Seller can make thereof. All claims of Seller based on such termination shall be segregated and itemized by Seller according to the original purchase order line items or schedules, and shall not include any costs not allocable or properly attributable to the terminated portion of the order. Seller shall not be entitled to anticipatory profits or consequential damages. In no event shall the total of all payments made under the order plus the amounts payable to Seller for the terminated portion of the order exceed the original purchase order price of finished work and the actual costs of Seller which are properly allocable to completed and partially completed portions of the order, less payments previously made on account thereof. However, the agreed value of any finished goods or work in process delivered to and accepted by Buyer and not returned to Seller and any raw materials or parts purchased by Seller for the performance of the order and delivered to Buyer shall be paid for by Buyer at the order price or such lesser amount as may be mutually agreed upon by Buyer and Seller. The foregoing provisions of this clause shall not apply to any termination by Buyer for default of Seller or prior to the giving of any notice of termination by Buyer, to be applicable.

(b) IF THE GOODS COVERED BY THIS ORDER ARE STANDARD STOCK ITEMS OF SELLER, BUYER MAY, AT ITS OPTION, UPON FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE, CANCEL ANY UNSHIPPED PORTION OF THIS ORDER WITHOUT FURTHER OBLIGATION HEREUNDER, EXCEPT TO MAKE PAYMENT, SUBJECT TO OTHER APPLICABLE TERMS HEREOF, FOR THE MATERIALS DELIVERED PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION.

13. BUYER SHALL NOT BE LIABLE FOR FAILURE TO TAKE DELIVERY OF MATERIAL OR WORK OR RENDER ANY OTHER PERFORMANCE IN THE EVENT FIRE, ACCIDENTS, LABOR DIFFICULTIES, GOVERNMENTAL ACTIONS, THIRD PARTY AGREEMENTS OR ANY OTHER CONDITIONS BEYOND BUYER'S REASONABLE CONTROL RENDER IT COMMERCIALLY IMPRACTICAL FOR BUYER TO DO SO.

APPLICABLE FOR ORDERS OVER $10,000 — NEGOTIATED OR INDIVIDUAL

Executive Order 11246
EQUAL EMPLOYMENT OPPORTUNITY
PART II—NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS
Subpart B—Contractors' Agreements

SECTION 202. Except as otherwise provided under section 204 this order, all Government contracting officers shall include in all Government contracts hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

1982878 (Rev. 10/81)

Reddaway00570

CO-180 (Rev. 11/82)

ABEX CORPORATION

FRICTION PRODUCTS DIVISION
(703) 662-3871

ACKNOWLEDGEMENT

PURCHASE ORDER

Please Ship to and Charge

ABEX CORPORATION
Friction Products Division
2410 Paper Mill Road
Winchester, VA 22601-2450

NUMBER 69-84365

Show on each invoice, other document, package and correspondence.

JOHN B. McKENNA
Director of Purchases

Seller:

Reddaway Mfg. Company
32 Euclid Avenue
Newark, New Jersey 07105

IMPORTANT: Address all correspondence concerning this order to:
D. A. Shackelford
Abex Corporation
Friction Products Division
P. O. Box 3250
Winchester, VA 22601-2450
LOCAL PURCHASING AGENT

VENDOR NO. 78648

VIA	TERMS	DATE REQUIRED	REQ. NO.	DATE
Hall's	1% 10th Prox.	RUSH	PO-8	1/17/84

QUANTITY	DESCRIPTION			PRICE-FOB POINT
	Del: Grouping			
				Frt. All'd 200#
	The following Standard Woven Lining:			
400	Ft. 1 X 3/16	Part #257-610	R/C 24610	$ 3.65/ft.
150	Ft. 1 1/4 X 3/16	Part #257-612	R/C 24632	3.95/ft.
700	Ft. 2 X 3/16	Part #257-620	R/C 24654	5.15/ft.
400	Ft. 2 1/2 X 3/16	Part #257-624	R/C 24672	6.75/ft.
100	Ft. 2 X 1/4	Part #257-820	R/C 24650	7.15/ft.
500	Ft. 2 1/2 X 1/4	Part #257-824	R/C 24668	9.25/ft.
100	Ft. 3 X 1/4	Part #257-830	R/C 24708	10.70/ft.
	Prices based on price list No. EB-B10 Effective 1/1/83.			All Less 64 & 37%
	EJA/ae			

NOTE TO VENDOR – OUR RETURN ADDRESS PRINTED BELOW WILL FIT YOUR WINDOW ENVELOPE

SPECIFY SHIPPING DATES AND PRICES BY ITEMS IF NOT SHOWN ABOVE.

WE HAVE ENTERED THE ABOVE PURCHASE ORDER IN ACCORD WITH ALL TERMS AND CONDITIONS AS STIPULATED

D.A. Shackelford
Abex Corporation
Friction Products Division
P.O. Box 3250
Winchester, VA 22601-2450

SHIPMENT WILL BE MADE ___/___/___

ENTERED AS OUR ORDER NO. _____ DATE ___/___/___

VENDOR _____

ACKNOWLEDGMENT - PLEASE RETURN IMMEDIATELY

Reddaway00571

CONDITIONS OF PURCHASE

Each of the following conditions controls in the absence of a specific provision to the contrary appearing in the face of this order.

1. ACKNOWLEDGEMENT OF PURCHASE ORDER. This order is Buyer's offer to Seller and when accepted either by acknowledgement or by performance shall become a binding contract subject to the terms and conditions hereof. Shall constitute the entire agreement between Buyer and Seller and shall supersede any other agreements or understandings made prior to the date of this order. No acceptance shall be effective which varies the terms hereof or proposes additional terms. Any such proposals shall be deemed to be rejected unless expressly approved by Buyer in writing.

2. EXTRA CHARGES. No charges of any kind, including charges for boxing or carriage will be allowed unless specifically agreed to by Buyer in writing. Price is to cover net weight or material, unless otherwise agreed.

3. DELAYS IN DELIVERY. Seller will not be liable for damages for delays in delivery due to causes beyond its reasonable control. However, time is of the essence of this order and should Seller fail to comply with Buyer's delivery schedule or otherwise commit substantial breach of its obligations hereunder, Buyer may terminate the order without liability.

4. WARRANTIES. Seller warrants that all goods sold hereunder will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed designs furnished by Buyer, Seller assumes design responsibility, and warrants the goods to be free from design defect and suitable for the purposes intended by Buyer. Seller's warranties, whether such are express guarantees, shall run to Buyer and its customers or users of the goods and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance, use of or payment for all or any part of the goods shall in no way affect the warranty rights whether or not a breach of warranty has become evident at the time.

5. WORK ON BUYER'S OR CUSTOMER'S PREMISES. If Seller's work pursuant to this order involves operations by Seller on the premises of Buyer, or of a customer of Buyer, Seller shall take all precautions in the performance of such work necessary to prevent any injury to persons or property arising therefrom and shall indemnify Buyer against any and all claims for injury to person or property and reimburse Buyer for any and all loss arising out of any act or omission of Seller, its agents, employees or subcontractors acting for Seller. Seller shall maintain appropriate liability insurance, including coverage for personal injury and property damage and shall maintain Workmen's Compensation insurance with respect to its employees. Seller shall furnish a certificate of insurance if requested by Buyer.

6. REJECTIONS. If any of the goods are found at any time to be defective or not in all respects in accordance with the requirements of the order, Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods to Seller at Seller's expense. Such goods shall not be replaced without suitable authorization from Buyer.

7. BUYER'S PROPERTY. Unless otherwise agreed in writing, all tools, equipment or materials of any description furnished to Seller by Buyer or periodically paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer. Such property and wherever practical each individual item thereof shall be plainly marked or otherwise adequately identified by Seller as "Property of AMES CORPORATION" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost thereof less reasonable wear and tear expenses, in which event Seller shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, upon request of Buyer.

8. SUB-CONTRACTING. No delegation of performance under this order, whether by operation of law or otherwise, shall relieve Seller of responsibility for full performance without the consent of Buyer.

9. SET-OFF. Buyer shall be entitled at all times to set-off any amounts owing at any time from Seller or any of its affiliated companies against any amounts payable at any time by Buyer in connection with this order.

10. COMPLIANCE WITH LAWS. Seller shall comply with all applicable federal, state and local laws as amended, and rules and regulations issued thereunder, including but not limited to the Fair Labor Standards Act of 1938, the Occupational Health and Safety Act of 1970, the Railroad Revitalization and Regulatory Reform Act of 1976 and legislation with respect to equal employment opportunities, and where such laws or regulations so provide, the required provisions thereof are incorporated herein by this reference. Seller shall furnish a more particular certificate of compliance upon request by Buyer.

11. PATENTS. Seller shall defend and save harmless Buyer and its affiliated companies, their successors, assigns, customers and users of their products from all damages, claims, demands, actions or suits based upon actual or alleged infringement of any United States or foreign patent, trademark or copyright covering or pertaining to or covering the acquisition, use, combination or resale of goods or services delivered under this order.

12. TERMINATION. (a) If Seller ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they matured) or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for or an assignment for the benefit of creditors is made by Seller, Buyer may, at its discretion and without liability, terminate this order with respect to goods not delivered or any complete work in progress and make delivery subsequently in accordance with the terms of this order. Additionally, Buyer may at its convenience terminate this order, in whole or in part, at any time by written notice to Seller who shall thereupon stop work immediately, notify subcontractors, if any, to stop work and protect Buyer's property in Seller's possession. Seller shall promptly submit to Buyer a list of completed items of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. All claims by Seller based on such termination must be asserted, in writing and in full, within ninety (90) days from the date of notification of the termination or they shall be barred. Buyer shall pay Seller the purchase order price of finished work and the actual costs of Seller which are properly allocable to completed accounting periods to work in process and raw material less however, the agreed value of any items used or sold by Seller to others with Buyer's consent. The payment provided under this clause shall constitute Buyer's only liability in the event the order is terminated as provided herein. The foregoing provisions of this clause shall not apply to any termination or delay by Buyer by default of Seller or under the following provisions of this clause unless a court shall find such termination by Buyer to be improper.

(b) IF THE GOODS COVERED BY THIS ORDER ARE A STANDARD STOCK ITEM OF SELLER, IT MAY, AT ITS OPTION, UPON FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE, CANCEL ANY UNSHIPPED PORTION OF THIS ORDER WITHOUT FURTHER OBLIGATION HEREUNDER, EXCEPT TO MAKE PAYMENT, SUBJECT TO OTHER APPLICABLE TERMS HEREOF, FOR THE MATERIALS DELIVERED PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION.

(c) BUYER SHALL NOT BE LIABLE FOR FAILURE TO TAKE DELIVERY OF MATERIAL OR WORK OR RENDER ANY OTHER PERFORMANCE IN THE EVENT FIRE, ACCIDENTS, LABOR DIFFICULTIES, GOVERNMENTAL ACTIONS, THIRD PARTY FAILURES OR ANY OTHER CONDITIONS BEYOND BUYER'S REASONABLE CONTROL RENDER IT COMMERCIALLY IMPRACTICAL FOR BUYER TO DO SO.

APPLICABLE FOR ORDERS OVER $50,000—(TABULATED OR INDIVIDUAL)

Executive Order 11246
EQUAL EMPLOYMENT OPPORTUNITY
PART II—NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS
SUBPART B—CONTRACTORS' AGREEMENTS

SECTION 202. Except in contracts exempted in accordance with Section 204 of this order, all Government contracts and all modifications of Government contracts hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the agency contracting officer as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Reddaway00572

This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

H.A.L.S
(Name of Carrier)

Carrier's No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

At Newark, N. J., 3-5- 1934 From REDDAWAY MFG. CO., INC.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which govern the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns

Consigned to ABEL CORPORATION

Destination AMERICAN PUMICE BLOCK CO. State _____ County _____ Delivery Address ★ _____
(Mail or street address of consignee—For purposes of notification only.)

Route _____ (★ To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier _____ Car or Vehicle Initials _____ No. _____

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
7	BALE(S) ASBESTOS BRAKE LINING	1125	65	
	(NON FLEX)			
	CARTON(S) ASBESTOS BRAKE LINING			
	(NON FLEX)			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here: "To be Prepaid."
PREPAID

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:
$ _____

*If the shipment moves between two ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is carrier's or shipper's weight.
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.
†This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

REDDAWAY MFG. CO., INC., Shipper, Per _____ Agent, Per _____

Permanent post-office address of shipper: 32 EUCLID AVE., NEWARK, N. J. 07105

(Shipper's imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.)

3/11/3

Reddaway00573

FILE COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

SOLD TO

[redacted]

SHIPPED TO

[redacted]

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS	SHIPPED VIA	SALESMAN	INVOICE DATE	INVOICE NO.
[redacted]	10-22	2% 10th Prox.	[redacted]	JS	[redacted]	[redacted]

125 Ft. — 2" x 1/8" Unbranded Heavy Duty Woven Brake Lining @38.75	$ [redacted]	
258-850 Less 40—37½		$ 819.31

Reddaway00574

Date [illegible]
Date [illegible]
Promised [illegible]
Cartons
Bales
Cases

SHIP TO [illegible]

$1195

CUSTOMER'S ORDER NO.	CUSTOMER'S REF. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
[illegible]	[illegible]	[illegible]		[illegible]	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION
				4803.75
125 Ft.	✓		32.75	5" x 3/4" Extended Edge Belt Wear Resin Lining
				[illegible]
				4 Bags 80-37 2 lb 6.10 31
				[illegible]

PACKED BY SHIPPED BY DATE SHIPPED

REDDAWAY MFG. CO., INC.
NEWARK, N. J. 07105

ACKNOWLEDGMENT

Reddaway00575

Date April 4, 1984
Date Feb. 16, 1984
Promised Rush!

SHIP TO
Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

Cartons
Bales 2
Cases

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID
69-84596	PO-22	H	265	Halls Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION
125 Ft.	125'	—	125'	5" x 1/4" Unbranded Heavy Duty Woven Brake Lining 258-850

SHORT ORDER

PACKED BY | SHIPPED BY | DATE SHIPPED

4-30-84

PRODUCTION COPY

Reddaway00576

FILE COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

SOLD TO

Abex Corporation
Winchester, VA 22601

SHIPPED TO

SHIPPED VIA Truck

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS	SALESMAN	INVOICE DATE	INVOICE NO.
69-[illegible]	70-77	2% 10th Prox. [illegible]	3	4/3/84	30845

125 Pc. - 5" x 1/4" Unbranded Heavy Duty Woven Brake Lining	256-850	@38.75	$ 4843.75
106 Pc. - 5" x 3/4" ditto	256-1230	@33.30	3529.80
			$ [illegible]
	Less 80-17%		$ [illegible] 1037.45

Reddaway00577

Date Feb. 16, 1984

Date Promised [illegible]

SHIP TO [illegible]

34245

Cartons

Bales

Cases

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
[illegible]	[illegible]	[illegible]		[illegible]	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION
250 Ft. 125			38.25	[illegible]
100 Ft. ✓			33 ft.	[illegible]

3376.00

1307750

4843.75

less 80-37% 1647.77

610.31

PACKED BY SHIPPED BY DATE SHIPPED

OFFICE COPY

Reddaway00578

Date Feb. 16, 1984

Date Promised Rush!

Cartons

Bales

Cases

SHIP TO

Abex Corporation
Friction Product Group
2410 Paper Mill Road
Winchester, VA 22601

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
69-84596	PO-22	H		Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION
250 Ft.	125'	125'	125'	5" x 1/4" Unbranded Heavy Duty Woven Brake Lining 258-850
100 Ft.		—	100'	3" x 3/8" ditto 258-1230

PACKED BY SHIPPED BY DATE SHIPPED

RUSH!

PRODUCTION COPY

4-3 84

Reddaway00579

ABEX 1986



POSTING COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U.S.A.

Redco

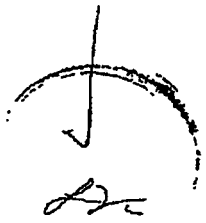
SOLD TO
Abex Corporation
Friction Products Division
2410 Paper Mill Road
Winchester, VA 22601

SHIPPED TO

SHIPPED VIA Carolina

CUSTOMER'S ORDER NO	REQUISITION NO.	TERMS:	SALESMAN	INVOICE DATE	INVOICE NO
69-03118	PO-114	2% 10th Prox.	H	8/21/86	38872

100 Ft. - 4" x 1/4" Unbranded EBONY Woven Brake Lining	257-840	@$17.30	$ 1730.00	
Less 68-37%				$ 392.36
400 Ft. - 2" x 1/4" Unbranded Heavy Duty Woven Brake Lining	258-820	@$17.65	$ 7060.00	
150 Ft. - 2-1/4" x 1/4"	ditto 258-822	@$19.35	2902.50	
600 Ft. - 2-1/2" x 1/4"	ditto 258-824	@$22.25	13350.00	
400 Ft. - 3" x 1/4"	ditto 258-830	@$25.95	10380.00	
			$33692.50	
Less 80-37%				$ 4245.26
				$ 4637.62



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Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

Redco

SOLD TO
Abex Corporation
Winchester, VA

SHIPPED TO

CUSTOMER'S ORDER NO	REQUISITION NO	TERMS	SHIPPED VIA	SALESMAN	INVOICE DATE	INVOICE NO
59-03145	PO-117	2% 10th Prox.	Caroline	H	8/21/86	38873

50 Ft. - 1-1/2" x 1/4" Unbranded EBONY Woven Brake Lining	@$5.90	$ 295.00	
257-814	Less 64-37%		$ 66.91

Reddaway01062

POSTING COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U.S.A.

Redco

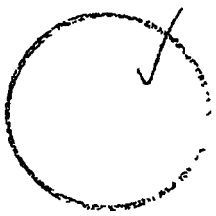
SOLD TO
ABEX CORPORATION
FRICTION PRODUCTS GROUP
2410 Paper Mill Road
Winchester, VA 22601

SHIPPED TO

SHIPPED VIA St. Johnsbury

CUSTOMER'S ORDER NO	REQUISITION NO	TERMS:	SALESMAN	INVOICE DATE	INVOICE NO
69-03637	PO-144	2% 10th Prox.	H	10/22/86	39131

50 Ft. - 2-1/4" x 3/16" Unbranded Heavy Duty Woven Brake Lining	258-622	@$16.35	$ 817.50	
400 Ft. - 2-1/2" x 1/4"	ditto 258-824	@$22.25	8900.00	
100 Ft. - 3" x 3/8"	ditto 258-1230	@$38.45	3845.00	
200 Ft. - 4" x 3/8"	ditto 258-1240	@$51.30	10260.00	
			$[redacted]	
			23822.50	
		Less 80-37%		$ 3001.64





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201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

Redco

SOLD TO
Abex Corporation
Winchester, VA 22601

SHIPPED TO

CUSTOMER'S ORDER NO.	REQUISITION NO	TERMS:	SHIPPED VIA	SALESMAN	INVOICE DATE	INVOICE NO
69-03602	PO-133	2% 10th Prox.	St. Johnsbury	H	10/22/86	39132

400 Ft. - 2" x 1/4" Unbranded EBONY Woven Brake Lining 257-820 @$ 8.10	$ 3240.00	
Less 64-37%		$ 734.83
150 Ft. 4" x 1/4" Unbranded Heavy Duty Woven Brake Lining 258-1024 @$34.80	$ 5220.00	
100 Ft. - 2-1/2" x 5/16" ditto 258-840 @$27.20	2720.00	
	$ 7940.00	
Less 80-37%		$ 1000.44
		$ 1735.27

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Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

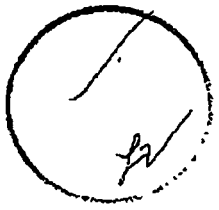
Redco

SOLD TO
Abex Corporation
Winchester, VA

SHIPPED TO

CUSTOMER'S ORDER NO.	REQUISITION NO	TERMS.	SHIPPED VIA	SALESMAN	INVOICE DATE	INVOICE NO
69-03930	PO-172	2% 10th Prox.	St. Johnsbury	H	10/22/86	39133

100 Ft. - 1" x 3/16" Unbranded EBONY Woven Brake Lining	257-610	@$ 4.15	$ 415.00	
50 Ft. - 1-1/2" x 1/4"	ditto 257-814	@$ 5.90	295.00	
			$ 710.00	
		Less 64-37%		$ 161.03
200 Ft. - 3" x 1/4" Unbranded Heavy Duty Woven Brake Lining	258-830	@$25.95	$ 5190.00	
XX Ft. - 2-1/2" x 3/8" 50	ditto 258-1224	@$32.20	1610.00	
100 Ft. - 4" x 3/8"	ditto 258-1240	@$51.30	5130.00	
			$11930.00	
		Less 80-37%		$ 1503.18
		Total		$ 1664.21



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Telephone
201—589-1419

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A

Redco

SOLD TO
Abex Corporation
Friction Products Division
2410 Paper Mill Road
Winchester, VA 22601

SHIPPED TO

SHIPPED VIA UPS

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS	SALESMAN	INVOICE DATE	INVOICE NO
69-04607		2% 10th Prox.	H	11/24/86	39284

50 Ft. - 4" x 5/16"	Unbranded Ebony Woven Brake Lining	@$21.45	$ 1072.50	
50 Ft. - 4" x 1/4"	ditto	@$17.30	865.00	
75 Ft. - 3" x 5/16"	ditto	@$15.75	1181.25	
			$ 3118.75	
		Less 64-37%		$ 707.33
		UPS		14.00
				$ 721.33

CO-180 (Rev. 11/82)

ABEX CORPORATION

FRICTION PRODUCTS DIVISION
(703) 662-3871

ORIGINAL

PURCHASE ORDER

Please Ship to and Charge

ABEX CORPORATION
Friction Products Division
2410 Paper Mill Road
Winchester, VA 22601-2450

EXHIBIT
tabbies
2
4-13-12

NUMBER 69-84596
Show on each invoice, other document, package and correspondence.

JOHN B. McKENNA
Director of Purchases

Seller:

Reddaway Mfg. Company
32 Euclid Avenue
Newark, New Jersey 07105

VENDOR NO. 78648

IMPORTANT: Address all correspondence concerning this order to:
D. A. Shackelford
Abex Corporation
Friction Products Division
P. O. Box 3250
Winchester, VA 22601-2450
LOCAL PURCHASING AGENT

VIA	TERMS	DATE REQUIRED	REQ. NO.	DATE
Hall's	1% 10th Prox.	RUSH	PO-22	2/13/84

QUANTITY	DESCRIPTION	PRICE-FOB POINT
	Del: Grouping	Frt. All'd 200#
	The following H. D. Woven Lining:	
250	Ft. 5 X 1/4 Part #258-850 R/C 24772	$38.75/Ft.
100	Ft. 3 X 3/8 Part #258-1230 R/C 24716	33.90/Ft.
		All less 80 & 37%
	Prices based on price list A-10 effective 1/1/83.	
	EJA/ae PACKING SLIP MUST ACCOMPANY SHIPMENT	

ACKNOWLEDGEMENT — THIS ORDER CAN BE ACKNOWLEDGED ONLY BY SIGNING AND RETURNING THE ATTACHED ACKNOWLEDGEMENT COPY WITH SELLER'S SHIPPING SCHEDULE GIVEN THEREON.

NOTICE OF SHIPMENT — On day of shipment mail notice of shipment to consignee to insure prompt acceptance of delivery. Demurrage resulting from failure of notice will be Seller's expense

INVOICES — On day of shipment mail invoice in QUADRUPLICATE to consignee unless otherwise specified. Please prepare a separate invoice for each shipment and carload.

BILLS OF LADING FREIGHT CHARGES — Mail original Bill of Lading to Consignee if shipment is FOB Seller's plant. Seller shall prepay all freight charges on shipments made FOB destination

IMPORTANT — THIS ORDER IS SUBJECT ALSO TO ALL OF THE CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS PAGE. ADDITIONAL OR DIFFERING TERMS IN SELLER'S SALES FORMS ARE HEREBY REJECTED UNLESS CONSENTED TO IN WRITING BY BUYER.

D. A. Shackelford
By _____
LOCAL PURCHASING AGENT

_____
COUNTERSIGNED
(This Purchase Order not valid over $250,000 unless countersigned above)

Reddaway00580

CONDITIONS OF PURCHASE

Each of the following conditions, unless in the nature of a special provision for the purpose appearing on the face of the order

1. ACKNOWLEDGMENT OF PURCHASE ORDER. The order is Buyer's offer to Seller and when accepted either by acknowledgment or by performance shall become a binding contract subject to the terms and conditions hereof, shall constitute the entire agreement between Buyer and Seller and shall supersede any other agreements or understandings made prior to the date of this order. No acceptance shall be effective which varies the terms hereof or proposes additional terms. Any term proposed shall be deemed to be rejected unless expressly approved by Buyer in writing

2. EXTRA CHARGES. No charge of any kind, including charges for boxing or packing, will be allowed unless specifically agreed to by Buyer in writing. Buyer will have no liability for material unless otherwise agreed.

3. DELAYS IN DELIVERY. Seller will not be liable for damages for delays in delivery due to causes beyond its reasonable control. However, time of the essence of this order and hereby Seller fails to comply with Buyer's delivery schedule or otherwise commits a material breach of its obligations hereunder, Buyer may terminate the order without liability.

4. WARRANTIES. Seller warrants that all goods sold hereunder will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed designs furnished by Buyer, Seller assumes design responsibility and warrants the goods to be free from design defect and suitable for the purposes intended by Buyer. Seller's warranties hereunder will survive acceptance, shall run to Buyer and its customers or users of the goods, and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance, use of, or payment for the goods shall not affect Seller's warranty rights hereunder or Seller's obligations if a breach of warranty had become evident at the time

5. WORK ON BUYER'S OR CUSTOMER'S PREMISES. If Seller's work pursuant to the terms of this order is performed at Buyer's or Buyer's customer's premises, Seller shall take all precautions in the performance of such work necessary to prevent any injury to persons or property arising from the performance of such work, and shall indemnify Buyer against any claim for injuries to persons or property and reimburse Buyer for any and all loss arising out of any such claim or action. Seller, its employees, subcontractors or agents may be Seller shall maintain appropriate liability insurance, including coverage for personal injury and property damage, and shall furnish Buyer with certificates of such insurance upon request. Seller and its employees shall comply with all safety and security rules and regulations established by Buyer or Buyer's customer for persons on its premises.

6. REJECTIONS. If any of the goods are found at any time to be defective or not in accordance with the requirements of the order, Buyer, in addition to any other rights which it may have under warranty or otherwise, may have the goods repaired or replaced by Seller or others at Seller's expense. Unauthorized work will not be compensated without suitable authorization from Buyer.

7. BUYER'S PROPERTY. Unless otherwise agreed in writing, all tools, equipment or materials of every description furnished by Seller to Buyer or specifically paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the property of Buyer. Such property and any property held under individual item invoices shall be plainly marked or otherwise adequately identified by Seller as Property of ABEX CORPORATION and shall be used only for the performance of this order. Seller shall not substitute any property for Buyer's property and shall not use such property except for filling the order. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to its replacement cost with loss payable to Buyer, and shall be subject to removal at Buyer's request, which event Seller shall segregate such property for shipment and shall redeliver to Buyer at the same premises as originally received by Seller, reasonable wear and tear excepted.

8. SUB-CONTRACTING. No assignment of performance under this order whether by operation of law or otherwise, shall relieve Seller of its responsibilities for performance, without the consent of Buyer.

9. SET-OFF. Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer or any of Buyer's affiliated companies against any amount payable at any time by Buyer in connection with this order.

10. COMPLIANCE WITH LAWS. Seller shall comply with all applicable Federal, State and local laws, ordinances and rules and regulations in performing under this order, including but not limited to the Fair Labor Standards Act of 1938, the Occupational Health and Safety Act of 1970, as amended, all regulations and procedures in connection with federal or state equal employment opportunity, and where such laws or regulations require, the issuance of notices thereof by Buyer, Seller shall furnish a separate certificate of compliance upon request by Buyer.

11. PATENTS. Seller shall defend and save harmless Buyer and its affiliates, customers, successors, assigns, agents and users of its products from all damages, claims, demands, actions or suits based upon actual or alleged infringement of any United States or foreign patent, trademark, copyright or trade dress, or misappropriation of trade secret, or unfair competition arising out of the manufacture, use, or sale of goods or services delivered under this order.

12. TERMINATION. If Seller ceases to conduct its operations in the normal course of business, or becomes insolvent, or files a petition in bankruptcy or has such a petition filed against it, or makes an assignment for the benefit of creditors, or undergoes or is subject to any proceeding under the bankruptcy or insolvency laws through or against Seller or any of its affiliated companies, or fails to perform any of its obligations under this order, Buyer may, in addition to any other rights it may have, terminate this order with respect to undelivered goods, or may complete work in progress and make delivery subsequently in accordance with the terms of this order. Accordingly, Buyer may at any time, by written notice to Seller, suspend or terminate all or any part of this order. Upon receipt of such notice, Seller shall immediately stop work, immediately notify subcontractors of any cancelled work, and cancel those subcontracts which Seller has the right to cancel. Seller shall promptly advise Buyer of the quantities of applicable work-in-process and finished goods on hand or purchased prior to termination, and the most favorable disposition that Seller can make thereof. All claims by Seller based on such termination must be asserted, in writing and in full, within ninety (90) days from the date of mailing of such notice of termination by Buyer. Seller shall not be entitled to payment for unfinished work, and the allocation of costs to Seller which are properly allocable by reason of such termination to parts completed or in process and raw materials has been the responsibility of Seller. Upon termination by Buyer, Seller shall deliver to Buyer all finished goods, work-in-process and raw materials which have been paid for by Buyer, and Buyer shall pay Seller the purchase price of such items not theretofore delivered or sold by Seller to others with Buyer's consent. The payment provided under this paragraph shall be Seller's sole and exclusive remedy in the event this order is terminated as provided herein. The foregoing provisions of this clause shall not apply to any termination by Buyer for default of Seller or to the following extent, if any, that such termination by Buyer is to be applied:

(a) IF THE GOODS COVERED BY THIS ORDER ARE STANDARD ARTICLES OF COMMERCE BUYER MAY, AT ITS OPTION UPON FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE, CANCEL ANY UNSHIPPED PORTION OF THIS ORDER WITHOUT FURTHER OBLIGATION HEREUNDER EXCEPT TO MAKE PAYMENT, SUBJECT TO OTHER APPLICABLE TERMS HEREOF, FOR THE MATERIALS DELIVERED PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION.

(b) BUYER SHALL NOT BE LIABLE FOR FAILURE TO TAKE DELIVERY OF MATERIAL OR WORK OR READY ANY OTHER PERFORMANCE IN THE EVENT FIRE, ACCIDENTS, LABOR DIFFICULTIES, GOVERNMENTAL ACTIONS, THIRD PARTY DELAY OR ANY OTHER CONDITIONS BEYOND BUYER'S REASONABLE CONTROL RENDER IT COMMERCIALLY IMPRACTICAL FOR BUYER TO DO SO.

APPLICABLE FOR ORDERS OVER $10,000 – (CUMULATIVE OR INDIVIDUAL)

Executive Order 11246
EQUAL EMPLOYMENT OPPORTUNITY
PART II – NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS
SUBPART B—CONTRACTORS' AGREEMENTS

SECTION 202. Except as provided in paragraph (3) of Section 204 of this Order, all Government contracts, and every application for such a Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 as amended or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

1982859 (Rev. 10/81)

Reddaway00581

CO-180 (Rev. 11/82)

ABEX CORPORATION

FRICTION PRODUCTS DIVISION
(703) 662-3871

ACKNOWLEDGEMENT

PURCHASE ORDER

Please Ship to and Charge

ABEX CORPORATION
Friction Products Division
2410 Paper Mill Road
Winchester, VA 22601-2450

NUMBER 69-84596
Show on each invoice, other document, package and correspondence.

JOHN B. McKENNA
Director of Purchases

Seller:

Reddaway Mfg. Company
32 Euclid Avenue
Newark, New Jersey 07105

VENDOR NO. 78648

IMPORTANT: Address all correspondence concerning this order to:
D. A. Shackelford
Abex Corporation
Friction Products Division
P. O. Box 3250
Winchester, VA 22601-2450
LOCAL PURCHASING AGENT

VIA	TERMS	DATE REQUIRED	REQ. NO.	DATE
Hall's	1% 10th Prox.	RUSH	PO-22	2/13/84

QUANTITY	DESCRIPTION			PRICE-FOB POINT
	Del: Grouping			Frt. All'd 200#
	The following H. D. Woven Lining:			
250	Ft. 5 X 1/4	Part #258-850	R/C 24772	$38.75/Ft.
100	Ft. 3 X 3/8	Part #258-1230	R/C 24716	33.90/Ft.
				All less 80 & 37%
	Prices based on price list A-10 effective 1/1/83.			
	EJA/ae			

NOTE TO VENDOR - OUR RETURN ADDRESS PRINTED BELOW WILL FIT YOUR WINDOW ENVELOPE

SPECIFY SHIPPING DATES AND PRICES BY ITEMS IF NOT SHOWN ABOVE.

WE HAVE ENTERED THE ABOVE PURCHASE ORDER IN ACCORD WITH ALL TERMS AND CONDITIONS AS STIPULATED

D. A. Shackelford
Abex Corporation
Friction Products Division
P.O. Box 3250
Winchester, VA 22601-2450

SHIPMENT WILL BE MADE / /

ENTERED AS OUR ORDER NO _____ DATE / /

VENDOR _____

ACKNOWLEDGMENT - PLEASE RETURN IMMEDIATELY

CONDITIONS OF PURCHASE

Each of the following conditions controls in the absence of a specific provision to the contrary appearing on the face of this order.

1. ACKNOWLEDGEMENT OF PURCHASE ORDER. This order is Buyer's offer to Seller and when accepted either by written acknowledgment or by performance shall become a binding contract subject to the terms and conditions hereof, shall constitute the entire agreement between Buyer and Seller and shall supersede any other agreement or understanding made prior to the date of this order. No acceptance shall be effective which varies the terms hereof or proposes additional terms. Any such proposals shall be deemed to be rejected unless expressly approved by Buyer in writing.

2. EXTRA CHARGES. No charges of any kind, including charges for boxing or freight will be allowed unless specifically agreed to by Buyer in writing. Prices to cover no more than material, unless otherwise agreed.

3. DELAYS IN DELIVERY. Seller will not be liable for damages for delay in delivery but agrees to use reasonable diligence. However, time is of the essence of this order and should Seller fail to comply with Buyer's delivery schedule or otherwise commit substantial breach of its obligations hereunder, Buyer may terminate the order without liability.

4. WARRANTIES. Seller warrants that all goods sold hereunder will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed designs furnished by Buyer, Seller assumes design responsibility and warrants the goods to be free from design defect and suitable for the purposes intended by Buyer. Seller's warranties, together with any express guarantees, shall run to Buyer and its customers or users of the goods and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance, use of, or payment for all or any part of the goods shall not affect Seller's warranty rights whether or not a breach of warranty had become evident at the time.

5. WORK ON BUYER'S OR CUSTOMER'S PREMISES. If Seller's work pursuant to the order requires operations on Seller or the premises of Buyer or of a customer of Buyer, Seller shall take all precautions in the performance of such work necessary to prevent any injury to persons or property arising therefrom and shall indemnify Buyer against any and all claims for injury to persons or property and reimburse Buyer for any and all loss arising out of any act or omission of Seller, its agents, employees or subcontractors as the case may be. Seller shall maintain appropriate liability insurance, including coverage for personal injury, property damage, and shall maintain Workmens' Compensation insurance with respect to its own employees. Seller shall furnish a certificate of insurance if requested by Buyer.

6. REJECTIONS. If any of the goods are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements of this order, Buyer, in addition to any other rights which it may have under applicable law or otherwise, shall have the right to reject and return such goods to Seller at Seller's expense. Such goods shall not be replaced without suitable authorization from Buyer.

7. BUYER'S PROPERTY. Unless otherwise agreed in writing, all tools, equipment or materials of any description furnished by Seller to Buyer, or specifically paid for by Buyer, and any replacement thereof, or any material affixed or attached thereto, shall be and remain the personal property of Buyer. Such property and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of ABC CORPORATION" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except for filling Buyer's orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer and shall be subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and ship same to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.

8. SUB-CONTRACTING. No delegation of performance under this order whether by sale, assignment or otherwise, shall relieve Seller of its responsibility for full performance without the consent of Buyer.

9. SET-OFF. Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer or any of Buyer's affiliated companies against any amount payable at any time by Buyer in connection with this order.

10. COMPLIANCE WITH LAWS. Seller shall comply with all applicable Federal, State and local laws, as amended, and rules and regulations issued thereunder, including but not limited to the Fair Labor Standards Act of 1938, the Occupational Health and Safety Act of 1970, the Employee Retirement Income Security Act of 1974 and legislation with respect to equal employment opportunity and where such laws or regulations require it, Seller shall furnish a written certificate of compliance upon request by Buyer.

11. PATENTS. Seller shall defend and save harmless Buyer and its customers and users of the goods from any claims, suits or proceedings alleging that the goods furnished hereunder infringe any patent, trademark or copyright, and shall pay all damages, claims, demands, actions or suits based upon actual or alleged infringement of any United States patent, trademark or copyright arising out of the manufacture, use, consumption or resale of goods or services delivered under this order.

12. TERMINATION. (a) If Seller ceases to conduct its operations in the normal course of business, becomes insolvent, suspends payment of its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver is appointed or applied for or any assignment for the benefit of creditors is made by Seller, Buyer may, at its discretion and without liability, terminate this order with respect to goods not delivered or this complete work in progress and make delivery subsequently in accordance with the terms of this order. Additionally, Buyer may at its discretion terminate the whole or any part of this order by written notice to Seller which shall be effective upon receipt. Seller shall stop work immediately, notify subcontractors of any, to stop work, and protect Buyer's property in Seller's possession. Seller shall deliver to Buyer all of the completed work and material on hand or purchased prior to termination and the work in progress and other materials Seller can make thereof. All claims by Seller based on such termination must be asserted, in writing and in full, within ninety (90) days from the date of termination or they shall be waived. Buyer shall pay Seller the purchase order price of finished work and the actual costs of Seller which are properly allocable by recognized accounting practices to work in process and raw material (less salvage), the agreed value of any items used or sold by Seller to others with Buyer's consent. The payment provided under this clause shall constitute Buyer's sole liability in the event this order is terminated as provided herein. The foregoing provisions of this clause shall not apply to any termination by Buyer for default of Seller or failure to observe the following provisions of this clause unless a court shall find such termination by Buyer to be improper.

(b) IF THE GOODS COVERED BY THIS ORDER ARE STANDARD ITEMS OF SELLER, BUYER MAY, AT ITS OPTION, UPON FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE, CANCEL ANY UNSHIPPED PORTION OF THIS ORDER WITHOUT FURTHER OBLIGATION HEREUNDER EXCEPT TO MAKE PAYMENT, SUBJECT TO BUYER APPROVAL, ITEMS RECEIVED FOR THE MATERIALS DELIVERED PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION.

(c) BUYER SHALL NOT BE LIABLE FOR FAILURE TO TAKE DELIVERY OF MATERIAL OR WORK OR RENDER ANY OTHER PERFORMANCE IN THE EVENT FIRE, ACCIDENTS, LABOR DISPUTES, GOVERNMENTAL ACTIONS, THIRD PARTY LAWSUITS OR ANY OTHER CONDITIONS BEYOND BUYER'S REASONABLE CONTROL RENDER IT COMMERCIALLY IMPRACTICAL FOR BUYER TO DO SO.

APPLICABLE FOR ORDERS OVER $50,000 – EQUAL OPPORTUNITY PROVISION

Executive Order 11246
EQUAL EMPLOYMENT OPPORTUNITY
PART II – NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS
SUBPART B – CONTRACTORS' AGREEMENTS

SECTION 202. Except in contracts exempted in accordance with Section 204 of this Executive Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Reddaway00583

This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

S _____ (Name of Carrier) Carrier's No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

At Newark, N. J., 4-3-1984 From REDDAWAY MFG. CO., INC. Redco

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to ABEX CORPORATION

Destination _____ State _____ County _____ Delivery Address ★ _____

(Mail or street address of consignee—For purposes of notification only.)

Route _____ (★ To be filled in only when shipper desires and governing tariffs provide for delivery thereof.)

Delivering Carrier WINCHESTER, VA. 22601 Car or Vehicle Initials _____ No. _____

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate*	Check Column
2	BALE(S) ASBESTOS BRAKE LINING	325	65	
	(NON FLEX)			
	CARTON(S) ASBESTOS BRAKE LINING			
	(NON FLEX)			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here: "To be Prepaid."

PREPAID

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____

(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$ _____

*If the shipment moves between two ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is carrier's or shipper's weight.

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

†This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

REDDAWAY MFG. CO., INC., Shipper, Per _____ Agent, Per _____

Permanent post-office address of shipper: 32 EUCLID AVE., NEWARK, N.J. 07105

3

Reddaway00584

FILE COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE · INDUSTRIAL · OIL FIELD
BRAKE LINING · RIVETS · HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

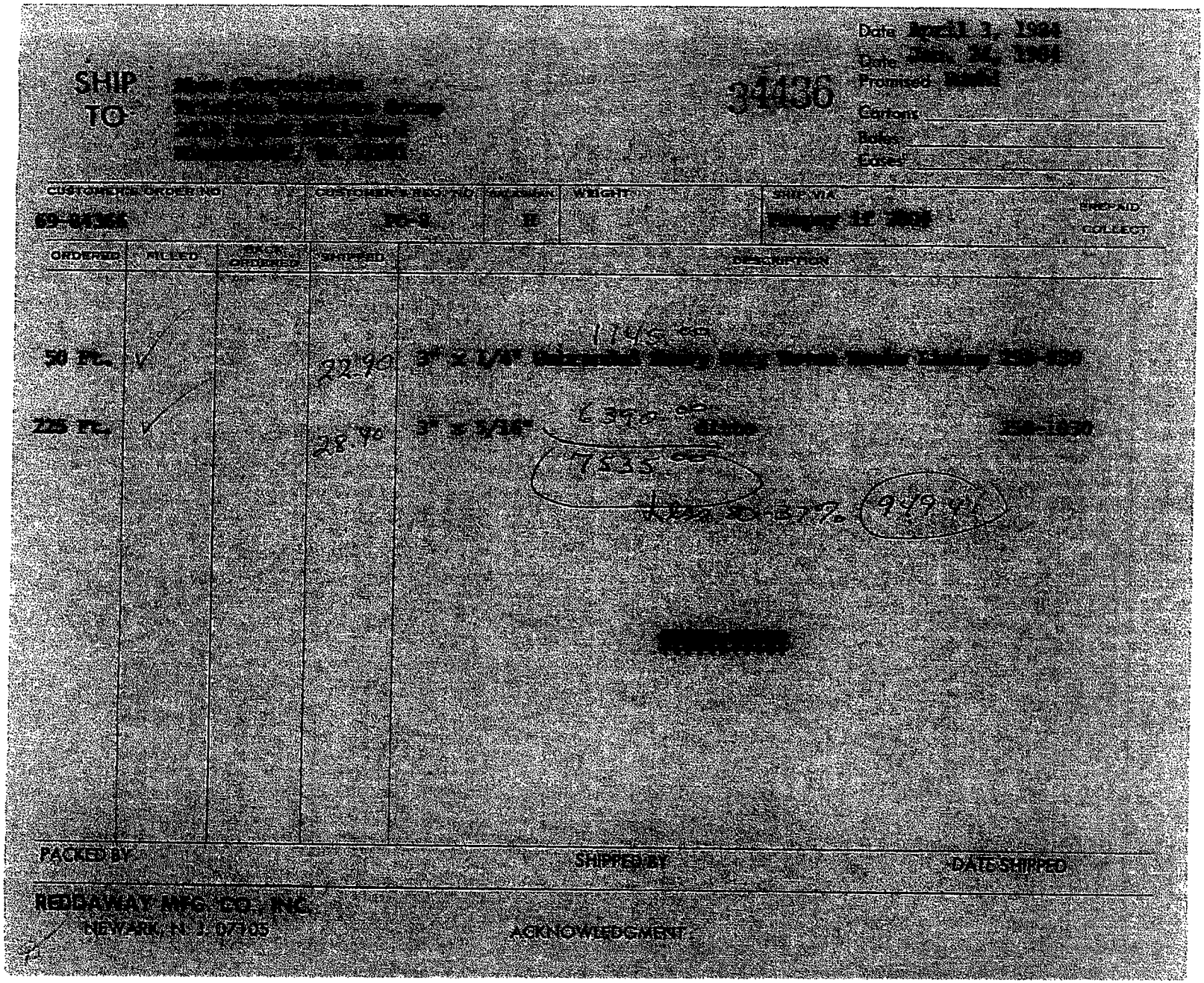
SOLD TO

SHIPPED TO

SHIPPED VIA

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS	SALESMAN	INVOICE DATE	INVOICE NO.

50 Pcs. — 3" x 1/4" Unbonded Heavy Duty Woven Brake Lining	258-830		$ 345.00
225 Pcs. — 3" x 5/16" Disc	258-1030		
		Less 10-3%	



SHIP TO

34436

Date April 1, 1964
Date Ship. 2[illegible], 1964
Promised [illegible]
Cartons
Boxes
Crates

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	
69-[illegible]	[illegible]	[illegible]		[illegible]	PREPAID / COLLECT

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION
50 Ft.	✓		22.90	3" x 1/8" [illegible] 1145 cc
225 Ft.	✓		28.90	3" x 3/16" [illegible] 1350 cc 7535 cc 949 Yds.

[illegible]

PACKED BY | SHIPPED BY | DATE SHIPPED

REDDAWAY MFG. CO., INC.
NEWARK, N. J. 07105

ACKNOWLEDGMENT

Reddaway00586

Date April 3, 1984
Date Jan. 24, 1984
Promised Rush!

Cartons _____
Bales _____
Cases _____

SHIP TO

Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
69-84366	PO-8	H		Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION
50 Ft.	50	—	50	3" x 1/4" Unbranded Heavy Duty Woven Brake Lining 258-830
225 Ft.	225	—	225	3" x 5/16" ditto 258-1030

PACKED BY | SHIPPED BY | DATE SHIPPED

4-30-84

PRODUCTION COPY

Reddaway00587

FILE COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

SOLD TO
Dana Corporation
Perfection Products Group
2416 Parker Rd. Road
Winchester, VA 22601

SHIPPED TO
Mills

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS:	SALESMAN	INVOICE DATE	INVOICE NO.
69-84365	80-8	2% 10th Prox.	M	4/3/96	24284

225 Ft. — 2" x 1/8" Extended Heavy Duty Woven Brake Lining	258-624	@$15.35	$ 3453.75	
175 Ft. — 2-1/2" x 1/8"	2Hvy 258-624	@$19.60	3430.00	
			$ 6883.75	
	Less 50-3%			$ 873.02

Reddaway00588

Date March 23, 1954
Date Promised Jan. 24, 1954 Rush!

SHIP TO [redacted]

3124

Cartons
Bales
Cases

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
[redacted]	[redacted]	H		Parcel Post	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION
225 Ft.	✓		15.55	3/4" 45 3" x 1/4" [redacted] Alloy Steel Back Lining
175 Ft.	✓		19.62	2-1/2" x 1/4" [redacted] Lining
50 Ft.				3" x 1/4" [redacted] Lining
225 Ft.				3" x 5/16" [redacted]

[redacted]

PACKED BY SHIPPED BY DATE SHIPPED

REDDAWAY MFG. CO., INC.
NEWARK, N. J. 07105

ACKNOWLEDGMENT

Reddaway00589

Date MARCH 23, 1984
Date Promised JAN. 24, 1984 RUSH!!
Cartons
Bales 2
Cases

SHIP TO
ABEX CORPORATION
FRICTION PRODUCTS GROUP
2410 PAPER MILL ROAD
WINCHESTER, VA 22601

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID
69-84366	PO-8	H	325	Hall's PREPAY IF 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION		
225 FT.	225'	—	225'	2" x 1/4" UNBRANDED HEAVY DUTY WOVEN BRAKE LINING	258-820	
175 FT.	175'	—	175'	2-1/2" x 1/4"	DITTO	258-824
50 FT.	—	50'	—	3" x 1/4"	DITTO	258-830
225 FT.	—	225'	—	3" x 5/16"	DITTO	258-1030

SHORT ORDER

PACKED BY | SHIPPED BY | DATE SHIPPED

4-3-84

PRODUCTION COPY

Reddaway00590

FILE COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

SOLD TO
APEX CORPORATION
WINCHESTER, VA

SHIPPED TO
SAME

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS	SALESMAN	INVOICE DATE	INVOICE NO.
63-84360	PO-8	2% 10TH PROX. XXXXXXXX	H	3/23/83	24139

500 Ft. -	2" x 1/4" Unbonded Heavy Duty Woven Brake Lining	25-020	$15.55	$ 775.00
225 Ft. -	2-1/2" x 1/4"	25-025	$19.30	1400.00
300 Ft. -	3" x 1/4"	25-030	$22.30	6870.00
225 Ft. -	3" x 5/16"	25-035	$26.40	5930.00
100 Ft. -	3" x 3/8"	25-038	$33.30	3330.00
				$26305.00
			Less 30-3%	$ 8833.21

Reddaway00591

Date [illegible]
Date Promised [illegible]

SHIP TO: [illegible]

34180

Comm. Date
Comm.

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
[illegible]	[illegible]	[illegible]		[illegible]	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION
				775 Ft.
775 Ft.	500		15.35	2" x 1/4" [illegible]
				400 Ft.
400 Ft.	125		16.60	3" x 1/4"
				150 Ft.
150 Ft.	300		22.9¢	3" x 1/4"
				450 Ft.
450 Ft.	225		14.9¢	3" x [illegible]
				100 Ft.
100 Ft.	✓		33.1¢	3" x [illegible]

775 Ft. @ 15.35 = 118.96
400 Ft. @ 16.60 = 66.40
150 Ft. @ 22.9¢ = 34.35
450 Ft. @ 14.9¢ = 67.05
100 Ft. @ 33.1¢ = 33.10
319.86

Total Ft. 2175 @ 39% 3633.21

[illegible]

PACKED BY | SHIPPED BY | DATE SHIPPED

REDDAWAY MFG. CO., INC.
NEWARK, N. J. 07105

ACKNOWLEDGMENT

Reddaway00592

Date March 5, 1984
Date Jan. 24, 1984
Promised Rush..Rush!!!
Cartons
Bales
Cases

SHIP TO

Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

CUSTOMER'S ORDER NO	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
69-84366	PO-8	H		Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION		
775 Ft.	500'	225'	500'	2" x 1/4" Unbranded Heavy Duty Woven Brake Lining		258-820
400 Ft.	225'	175'	225'	2-1/2" x 1/4"	ditto	258-824
350 Ft.	300'	50'	300'	3" x 1/4"	ditto	258-830
450 Ft.	225'	225'	225'	3" x 5/16"	ditto	258-1030
100 Ft.	100'	———	100'	3" x 3/8"	ditto	258-1230

SHORT ORDER

PACKED BY | SHIPPED BY | DATE SHIPPED

3-23-84

PRODUCTION COPY

Reddaway00593

FILE COPY

Telephone
201—589-7410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE · INDUSTRIAL · OIL FIELD
BRAKE LINING · RIVETS · HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U.S.A.

SOLD TO

Abex Corporation
Friction Products Group
2400 Super Mill Road
Winchester, VA 22601

SHIPPED TO

SHIPPED VIA

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS	SALESMAN	INVOICE DATE	INVOICE NO.
69-84365	20-8	2% 10th Prox. Account	K	3/2/84	20456

100 Ft. —	2" x 3/16" Unbranded Heavy Duty Woven Resin Lining 250-620	ditto	@12.45	$ 1245.00	
125 Ft. —	2" x 1/4" 250-620	ditto	@15.55	1943.75	
500 Ft. —	2-1/2" x 1/4" 250-625	ditto	@19.60	9800.00	
350 Ft. —	3" x 3/8" 250-1250	ditto	@33.90	11865.00	
150 Ft. —	4" x 3/8" 250-1250	ditto	@45.25	6787.50	
50 Ft. —	5" x 3/8" 250-1250	ditto	@56.50	2825.00	
				$34516.25	
		Less 50-37%			$ 4349.03

Reddaway00594

SHIP TO: [illegible]

34066

Date [illegible]

Date Promised [illegible]

Cartons

Bales

Cases

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
[illegible]	[illegible]	[illegible]		[illegible]	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION
				1225.00
100 Pcs.	✓		12.95	2" x 3/16" [illegible] Heavy Duty Screw Hooks Linking 250-620
900 Pcs.	125'		15.55	2" x 1/4" 1943.75 [illegible] 250-[illegible]
900 Pcs.	500'		19.60	2-1/2" x 1/4" 9800.00 [illegible] 250-624
350 Pcs.			12.90	3" x 1/4" 1015.00 [illegible] 250-630
450 Pcs.			28.40	3" x 5/16" 12780.00 [illegible] 250-1030
450 Pcs.	350'		33.90	3" x 3/8" 15255.00 [illegible] 250-1230
150 Pcs.	✓		45.25	4" x 3/8" 6787.50 [illegible] 250-1240
50 Pcs.	✓		36.50	5" x 3/8" 1825.00 [illegible] 250-1250

78394.50

37516.25

Less 80-372 9902.44

4349.05

PACKED BY | SHIPPED BY | DATE SHIPPED

OFFICE COPY

Reddaway00595

Date Jan. 24, 1984

Date Promised Rush..Rush!

Cartons

Bales

Cases

SHIP TO

Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
69-84366	PO-8	H		Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION		
100 Ft.	100'	—	100'	2" x 3/16" Unbranded Heavy Duty Woven Brake Lining		258-620
900 Ft.	125'	775'	125'	2" x 1/4"	ditto	258-820
900 Ft.	400'	400'	500'	2-1/2" x 1/4"	ditto	258-824
350 Ft.	—	350	—	3" x 1/4"	ditto	258-830
450 Ft.	—	450'	—	3" x 5/16"	ditto	258-1030
450 Ft.	350'	100'	350'	3" x 3/8"	ditto	258-1230
150 Ft.	150'	—	150'	4" x 3/8"	ditto	258-1240
50 Ft.	50'	—	50'	5" x 3/8"	ditto	258-1250

PACKED BY | SHIPPED BY | DATE SHIPPED

3-5-84

PRODUCTION COPY

Reddaway00596

CO-180 (Rev. 11/82)

ABEX CORPORATION
FRICTION PRODUCTS DIVISION
(703) 662-3871

ORIGINAL

PURCHASE ORDER

Please Ship to and Charge
- ABEX CORPORATION
- Friction Products Division
- 2410 Paper Mill Road
- Winchester, VA 22601-2450

NUMBER 69-84366
Show on each invoice, other document, package and correspondence.

JOHN B. McKENNA
Director of Purchases

Seller:

Reddaway Mfg. Company
32 Euclid Avenue
Newark, New Jersey 07105

IMPORTANT: Address all correspondence concerning this order to:
D. A. Shackelford
Abex Corporation
Friction Products Division
P. O. Box 3250
Winchester, VA 22601-2450
LOCAL PURCHASING AGENT

VENDOR NO. 78648

VIA	TERMS	DATE REQUIRED	REQ. NO.	DATE
Hall's	1% 10th Prox.	RUSH	PO-8	1/17/84

QUANTITY	Del: Grouping DESCRIPTION		PRICE-FOB POINT
			Frt. All'd 200#
	The following H.D. Woven Lining:		
450	Ft. 3 X 5/16 Part #258-1030	R/C 24720	$28.40/ft.
450	Ft. 3 X 3/8 Part #258-1230	R/C 24716	33.90/ft.
150	Ft. 4 X 3/8 Part #258-1240	R/C 24748	45.25/ft.
50	Ft. 5 X 3/8 Part #258-1250	R/C 24778	56.50/ft.
100	Ft. 2 X 3/16 Part #258-620	R/C 24656	12.95/ft.
900	Ft. 2 X 1/4 Part #258-820	R/C 24652	15.55/ft.
900	Ft. 2 1/2 X 1/4 Part #258-824	R/C 24670	19.60/ft.
350	Ft. 3 X 1/4 Part #258-830	R/C 24710	22.90/ft.
	Prices based on price list A-10 effective 1/1/83.		All Less 80 & 37%
	EJA/ae	PACKING SLIP MUST ACCOMPANY SHIPMENT	

ACKNOWLEDGEMENT — THIS ORDER CAN BE ACKNOWLEDGED ONLY BY SIGNING AND RETURNING THE ATTACHED ACKNOWLEDGEMENT COPY WITH SELLER'S SHIPPING SCHEDULE GIVEN THEREON.

NOTICE OF SHIPMENT — On day of shipment mail notice of shipment to consignee to insure prompt acceptance of delivery. Demurrage resulting from failure of notice will be Seller's expense.

INVOICES — On day of shipment, mail invoice in QUADRUPLICATE to consignee unless otherwise specified. Please prepare a separate invoice for each shipment and carload.

BILLS OF LADING FREIGHT CHARGES — Mail original Bill of Lading to Consignee if shipment is FOB Seller's plant. Seller shall prepay all freight charges on shipments made FOB destination.

IMPORTANT — THIS ORDER IS SUBJECT ALSO TO ALL OF THE CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS PAGE. ADDITIONAL OR DIFFERING TERMS IN SELLER'S SALES FORMS ARE HEREBY REJECTED UNLESS CONSENTED TO IN WRITING BY BUYER.

D. A. Shackelford

By _____
LOCAL PURCHASING AGENT

_____
COUNTERSIGNED
(This Purchase Order not valid over $250,000 unless countersigned above)

Reddaway00597

CONDITIONS OF PURCHASE

Each of the following conditions [illegible] in the absence of a specific [illegible] to the contrary appearing in the body of this [illegible]

1. ACKNOWLEDGEMENT OF PURCHASE ORDER. This order [illegible] Buyer [illegible] to Seller and when accepted [illegible] by acknowledgement or by performance shall become a binding contract subject to the terms and conditions hereof [illegible] the entire agreement between Buyer and Seller and shall supersede any other agreements or understanding made prior to the date of this order. No acceptance shall be effective which varies the terms hereof or proposes additional terms [illegible] shall be deemed to be rejected unless expressly approved by Buyer in writing.

2. EXTRA CHARGES. No charges of any kind [illegible] will be allowed unless specifically agreed to by Buyer in writing. Price [illegible] material, unless otherwise agreed.

3. DELAYS IN DELIVERY. Seller will not be liable for damages for delays in delivery due to causes beyond its reasonable control. However, time is of the essence of this order and should Seller fail to comply with Buyer's delivery schedule or otherwise commit substantial breach [illegible] obligations hereunder, Buyer may terminate this order without liability.

4. WARRANTIES. Seller warrants that all goods sold hereunder will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed designs furnished by Buyer, Seller assumes design responsibility and warrants the goods to be free from design defect and suitable for the purposes intended by Buyer. Seller's warranties, together with [illegible] guarantees, shall run to Buyer and its customers or users of the goods and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance [illegible] of the goods shall in no way affect its warranty rights whether or not a breach of warranty has become evident at the time.

5. WORK ON BUYER'S OR CUSTOMER'S PREMISES. If Seller's work [illegible] operations by Seller on the premises of Buyer or of customer of Buyer, Seller shall take all precautions in the performance of such work [illegible] and shall indemnify Buyer against any and all claims for injury to person or property and reimburse Buyer for any and all loss arising out of [illegible] Seller, its agents, employees, or subcontractors [illegible] may be. Seller shall maintain appropriate liability insurance, including coverage for personal injury and property damage, and shall maintain Workmen's Compensation insurance with respect to its own employees. Seller shall furnish a certificate of insurance if requested by Buyer.

6. REJECTIONS. If any of the goods are found at any time to be defective [illegible] with the requirements of this order, Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right [illegible] at Seller's expense. Such goods shall not be replaced without suitable authorization from Buyer.

7. BUYER'S PROPERTY. Unless otherwise agreed [illegible] all tools, equipment or material of every description furnished to Seller by Buyer or specifically paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer. Such property and wherever practical each individual item thereof shall be plainly marked or otherwise adequately identified by Seller as [illegible] of [illegible] CORPORATION [illegible] Seller's property. Seller shall not substitute any property for Buyer's property [illegible] Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost [illegible] payable to Buyer and shall be subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.

8. SUB-CONTRACTING. No delegation of performance under this order [illegible] shall relieve Seller of responsibility for full performance, without the consent of Buyer.

9. SET-OFF. Buyer shall be entitled at all times to set off any amount [illegible] against any amount payable at any time by Buyer in connection with this order.

10. COMPLIANCE WITH LAWS. Seller shall comply with all applicable federal, state and local laws as amended, and rules and regulations [illegible] thereunder, including but not limited to the Fair Labor Standards Act of 1938, the Occupational Health and Safety Act of 1970, the [illegible] and [illegible] Act of 1976 and legislation with respect to equal employment opportunity, and when such laws or regulations [illegible] are incorporated by reference herein. Seller shall furnish a [illegible] certificate of compliance upon request by Buyer.

11. PATENTS. Seller shall defend and save harmless Buyer and [illegible] damages, claims, demands, actions or suits based upon actual or alleged infringement of any [illegible] trademark or copyright [illegible] the acquisition, use, consumption or resale of goods or services delivered under this order.

12. TERMINATION. (a) If Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature), or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for or an assignment for the benefit of creditors is made by Seller, Buyer may, at its discretion and without liability, terminate this order with respect to goods [illegible] progress and make delivery [illegible] in accordance with the terms of this order. Additionally, Buyer may [illegible] terminate this order [illegible] in part [illegible] Written notice to Seller [illegible] stop work immediately, notify subcontractors [illegible] to stop work, and protect Buyer's property in Seller's possession. Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. All claims by Seller based on such termination must be [illegible] within ninety (90) days from [illegible] of the termination [illegible] Buyer shall pay Seller the purchase order price for finished work and the actual costs of Seller which are properly allocable by recognized accounting practices to work in process and raw material, less however, the agreed value of any items used or sold by Seller to others with Buyer's consent. The payment provided under this clause shall constitute Buyer's only liability in the event this order is terminated as provided herein. The foregoing provisions of this clause shall not apply to any termination by Buyer for default of Seller or [illegible] determination by Buyer to be improper.

(b) IF THE GOODS COVERED BY THIS ORDER ARE STANDARD STOCK ITEMS OF SELLER, BUYER MAY, AT ITS OPTION, UPON FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE, CANCEL ANY UNSHIPPED PORTION OF THIS ORDER [illegible] EXCEPT TO MAKE PAYMENT, SUBJECT TO OTHER APPLICABLE TERMS HEREOF, FOR THE MATERIAL [illegible] PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION.

(c) BUYER SHALL NOT BE LIABLE FOR FAILURE [illegible] OR PERFORMANCE IN THE EVENT FIRE, ACCIDENTS, LABOR DIFFICULTIES, GOVERNMENTAL ACTION, [illegible] PARTY FAILURES OR ANY OTHER CONDITIONS BEYOND BUYER'S REASONABLE CONTROL RENDER IT COMMERCIALLY IMPRACTICAL FOR BUYER TO DO SO.

APPLICABLE FOR ORDERS OVER [illegible]

Executive Order 11246
EQUAL EMPLOYMENT OPPORTUNITY
PART III—NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS
SUBPART B—CONTRACTORS' AGREEMENTS

SECTION 202. Except in contracts exempted in accordance with Section 204 of this Order, all [illegible] shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the [illegible] of the contractor's commitments under section 202 of Executive Order No. 11246 as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the [illegible] unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 as amended [illegible] will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

1982050 (Rev. 10/81)

CO-180 (Rev. 11/82)

ABEX CORPORATION

FRICTION PRODUCTS DIVISION
(703) 662-3871

ACKNOWLEDGEMENT

PURCHASE ORDER

Please Ship to and Charge

ABEX CORPORATION
Friction Products Division
2410 Paper Mill Road
Winchester, VA 22601-2450

NUMBER 69-84366
Show on each invoice, other document, package and correspondence.

JOHN B. McKENNA
Director of Purchases

Seller:

Reddaway Mfg. Company
32 Euclid Avenue
Newark, New Jersey 07105

IMPORTANT: Address all correspondence concerning this order to:
D. A. Shackelford
Abex Corporation
Friction Products Division
P. O. Box 3250
Winchester, VA 22601-2450
LOCAL PURCHASING AGENT

VENDOR NO. 78648

VIA	TERMS	DATE REQUIRED	REQ. NO.	DATE
Hall's	1% 10th Prox.	RUSH	PO-8	1/17/84

QUANTITY	DESCRIPTION		PRICE-FOB POINT
	Del: Grouping		
			Frt. All'd 200#
	The following H.D. Woven Lining:		
450	Ft. 3 X 5/16 Part #258-1030	R/C 24720	$28.40/ft.
450	Ft. 3 X 3/8 Part #258-1230	R/C 24716	33.90/ft.
150	Ft. 4 X 3/8 Part #258-1240	R/C 24748	45.25/ft.
50	Ft. 5 X 3/8 Part #258-1250	R/C 24778	56.50/ft.
100	Ft. 2 X 3/16 Part #258-620	R/C 24656	12.95/ft.
900	Ft. 2 X 1/4 Part #258-820	R/C 24652	15.55/ft.
900	Ft. 2 1/2 X 1/4 Part #258-824	R/C 24670	19.60/ft.
350	Ft. 3 X 1/4 Part #258-830	R/C 24710	22.90/ft.
	Prices based on price list A-10 effective 1/1/83.		All Less 80 & 37%
	EJA/ae		

NOTE TO VENDOR – OUR RETURN ADDRESS PRINTED BELOW WILL FIT YOUR WINDOW ENVELOPE

SPECIFY SHIPPING DATES AND PRICES BY ITEMS IF NOT SHOWN ABOVE.

WE HAVE ENTERED THE ABOVE PURCHASE ORDER IN ACCORD WITH ALL TERMS AND CONDITIONS AS STIPULATED

SHIPMENT WILL BE MADE / /

ENTERED AS OUR ORDER NO. _____ DATE / /

VENDOR _____

Abex
D. A. Shackelford
Abex Corporation
Friction Products Division
P.O. Box 3250
Winchester, VA 22601-2450

ACKNOWLEDGMENT - PLEASE RETURN IMMEDIATELY

CONDITIONS OF PURCHASE

Each of the following conditions controls in the absence of a specific provision to the contrary appearing in the body of the order.

1. ACKNOWLEDGEMENT OF PURCHASE ORDER. This order is Buyer's offer to Seller and when accepted either by acknowledgement or by performance shall become a binding contract subject to the terms and conditions hereof, shall constitute the entire agreement between Buyer and Seller and shall supersede any other agreements or understandings made prior to the date of this order. No acceptance shall be effective which varies the terms hereof or proposes additional terms. Any such proposals shall be deemed to be rejected unless expressly approved by Buyer in writing.

2. EXTRA CHARGES. No charges of any kind, including charges for boxing or cartage will be allowed unless specifically agreed to by Buyer in writing. Price is to cover net weight of material, unless otherwise agreed.

3. DELAYS IN DELIVERY. Seller will not be liable for damages for delays in delivery due to causes beyond its reasonable control. However, time is of the essence of this order and should Seller fail to comply with Buyer's delivery schedule or otherwise commit substantial breach of its obligations hereunder, Buyer may terminate the order without liability.

4. WARRANTIES. Seller warrants that all goods sold hereunder will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed designs furnished by Buyer, Seller assumes design responsibility and warrants the goods to be free from design defect and suitable for the purposes intended by Buyer. Seller's warranties, together with its service guarantees, shall run to Buyer and its customers or users of the goods, and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance, use of or payment for all or any part of the goods shall in no way affect its warranty rights whether or not a breach of warranty has become evident at the time.

5. WORK ON BUYER'S OR CUSTOMER'S PREMISES. If Seller's work pursuant to this order involves operations by Seller on the premises of Buyer or of a customer of Buyer, Seller shall take all precautions in the performance of such work necessary to prevent any injury to persons or property arising therefrom and shall indemnify Buyer against any and all claims for injury to person or property and reimburse Buyer for any and all loss arising out of the act or omission of Seller, its agents, employees or subcontractors as the case may be. Seller shall maintain appropriate liability insurance, including coverage for personal injury and property damage, and shall maintain Workmen's Compensation Insurance with respect to its own employees. Seller shall furnish a certificate of insurance if requested by Buyer.

6. REJECTIONS. If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the order, Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods at Seller's expense. Such goods shall not be replaced without suitable authorization from Buyer.

7. BUYER'S PROPERTY. Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by Buyer or specifically paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer. Such property and wherever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of ABEX CORPORATION" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer and shall be subject to removal by Buyer's written request, in which event Seller shall prepare such property for shipment and shall redeliver it to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.

8. SUB-CONTRACTING. No delegation of performance under this order, whether by subcontract or otherwise, shall relieve Seller of responsibility for full performance without the consent of Buyer.

9. SET-OFF. Buyer shall be entitled at all times to set-off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this order.

10. COMPLIANCE WITH LAWS. Seller shall comply with all applicable Federal, State and Local laws as amended, and rules and regulations issued thereunder, including but not limited to the Fair Labor Standards Act of 1938, the Occupational Health and Safety Act of 1970, the Railroad Revitalization and Regulatory Reform Act of 1976 and legislation with respect to equal employment opportunity, and where such laws or regulations so provide, the required provisions thereof are incorporated by reference herein. Seller shall furnish a more particular certificate of compliance upon request by Buyer.

11. PATENTS. Seller shall defend and save harmless Buyer and its affiliated companies, their successors, assigns, customers and users of their products from all damages, claims, demands, actions or suits based upon actual or alleged infringement of any United States or foreign patent, trademark or copyright covering or purporting to cover the acquisition, use, consumption or resale of goods or services delivered under the order.

12. TERMINATION. (a) If Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they matured) or if any proceeding under the bankruptcy or insolvency laws as brought by or against Seller, or a receiver for Seller is appointed or applied for or an assignment for the benefit of creditors is made by Seller, Buyer may, at its discretion and without liability, terminate this order with respect to such, not delivered or more complete work in progress and make delivery subsequently in accordance with the terms of this order. Additionally, Buyer may at its convenience terminate this order, in whole or in part, at any time by written notice to Seller which shall require such stop work immediately, notify subcontractors, if any, to stop work, and protect Buyer's property at Seller's possession. Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. All claims by Seller based on such termination must be asserted, in writing and in full, within ninety (90) days from the date of notification of the termination, or they shall be waived. Buyer shall pay Seller the purchase price of finished work and the actual costs of Seller which are properly allocable by recognized accounting practices to work in process and raw material less however, the agreed value of any items used or sold by Seller to others with Buyer's consent. The payment provided under this clause shall constitute Buyer's only liability in the event this order is terminated as provided herein. The foregoing provisions of this clause shall not apply to any termination by Buyer for default of Seller or under the following provisions of this clause unless a court shall find such termination by Buyer to be improper.

(b) IF THE GOODS COVERED BY THIS ORDER ARE STANDARD STOCK ITEMS OF SELLER, BUYER MAY, AT ITS OPTION, UPON FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE, CANCEL ANY UNSHIPPED PORTION OF THIS ORDER WITHOUT FURTHER OBLIGATION HEREUNDER EXCEPT TO MAKE PAYMENT, SUBJECT TO OTHER APPLICABLE TERMS HEREOF, FOR THE MATERIALS DELIVERED PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION.

(c) BUYER SHALL NOT BE LIABLE FOR FAILURE TO TAKE DELIVERY OF MATERIAL OR WORK OR RENDER ANY OTHER PERFORMANCE IN THE EVENT FIRE, ACCIDENTS, LABOR DIFFICULTIES, GOVERNMENTAL ACTIONS, THIRD PARTY FAILURES OR ANY OTHER CONDITIONS BEYOND BUYER'S REASONABLE CONTROL RENDER IT COMMERCIALLY IMPRACTICAL FOR BUYER TO DO SO.

APPLICABLE FOR ORDERS OVER $10,000 -- CUMULATIVE OR INDIVIDUAL

Executive Order 11246

EQUAL EMPLOYMENT OPPORTUNITY

PART II -- NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

SUBPART B -- CONTRACTORS' AGREEMENTS

SECTION 202. Except in contracts exempted in accordance with Section 204 this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, sex, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Reddaway00600

This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No.

[Name of Carrier] Carrier's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

At Newark, N. J., 19 From REDDAWAY MFG. CO., INC.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to AREA CONSTRUCTION

(Mail or street address of consignee—For purposes of notification only.)

Destination State County Delivery Address ★

(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereof.)

Route

Delivering Carrier Car or Vehicle Initials No.

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
6	BALE(S) ASBESTOS BRAKE LINING	765	65	
	(NON FLEX)			
	CARTON(S) ASBESTOS BRAKE LINING			
	(NON FLEX)			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

PREPAID

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

*If the shipment moves between two ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is carrier's or shipper's weight.
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.
‡This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

REDDAWAY MFG. CO., INC., Shipper, Per Agent, Per

Permanent post-office address of shipper: 32 EUCLID AVE., NEWARK, N. J. 07105

3123

Reddaway00601

This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No.

Name of Carrier) Carrier's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

At Newark, N. J., 4-30-1984 From REDDAWAY MFG. CO., INC.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SEE BACK OF PAGE

Consigned to AMERICAN BRAKEBLOK DIV.

Destination State County Delivery Address ★

(Mail or street address of consignee—For purposes of notification only.)

Route WINCHESTER, VA. 22601

(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier Car or Vehicle Initials No.

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
2	BALE(S) ASBESTOS BRAKE LINING	265	65	
	(NON FLEX)			
	CARTON(S) ASBESTOS BRAKE LINING			
	(NON FLEX)			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignee)

If charges are to be prepaid, write or stamp here: "To be Prepaid."

PREPAID

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

*If the shipment moves between two ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is carrier's or shipper's weight.
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

‡This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

‡Shipper's imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.

REDDAWAY MFG. CO., INC., Shipper, Per Agent, Per 7/9/03

Permanent post-office address of shipper: 32 EUCLID AVE., NEWARK, N. J. 07105

Reddaway00602

This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No.

ST JOHNSBURY
[Name of Carrier]

Carrier's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

At Newark, N. J., 2-23-1935 From REDDAWAY MFG. CO., INC. Reddaway

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which govern the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns

Consigned to ABEX CORPORATION

Destination AMERICAN BRAKEBLOK DIV. County [Mail or street address of consignee—For purposes of notification only.]

Delivery Address ★ [★ To be filled in only when shipper desires and governing tariffs provide for delivery thereat.]

Route

Delivering Carrier WINCHESTER, VA. 22601 Car or Vehicle Initials No.

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
3	BALE(S) ASBESTOS BRAKE LINING	580	65	
	(NON FLEX)			
	CARTON(S) ASBESTOS BRAKE LINING			
	(NON FLEX)			

Subject to Section 7 of Conditions of applicable Bill of Lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here: "To be Prepaid."

PREPAID

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

*If the shipment moves between two ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is carrier's or shipper's weight.
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

or

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification
‡This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

REDDAWAY MFG. CO., INC., Shipper, Per Agent, Per

Permanent post-office address of shipper: 32 EUCLID AVE., NEWARK, N. J. 07105

†Shipper's imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.

3

Reddaway01009

EXHIBIT 5-17-12
Lecki-13 ID

Worldwide Litigation Support
800-333-2082 - www.huseby.com

ABEX CORPORATION
Friction Products Division
(703) 662-3871

ORIGINAL

PURCHASE ORDER

NUMBER 69-00076

Show on each invoice other document package and correspondence

PLEASE Ship to and Charge
- ABEX CORPORATION
- Friction Products Division
- 2410 Paper Mill Road
- Winchester, VA 22601-2450

Seller:

Reddaway Mfg. Co.
32 Euclid Ave.
Newark, NJ 07105

VENDOR NO 78648

IMPORTANT: Address all correspondence concerning this order to:
D.A. Shackelford
Abex Corporation
Friction Products Division
P.O. Box 3250
Winchester, VA 22601-2450
LOCAL PURCHASING AGENT

VIA	TERMS	DATE REQUIRED	REQ NO	DATE
Hall's	1% 10th Prox.	8/16/85	PO-113	7/29/85

QUANTITY	DESCRIPTION		PRICE-FOB POINT
	Del: Grouping		
			frt. all'd. 200 lbs.
	The following H.D. woven lining:		
350	ft. 3 X 5/16	R/C 24720	$29.80/ft.
100	ft. 2 1/2 X 3/8	R/C 24676	29.80/ft.
100	ft. 3 1/2 X 3/8	R/C 24732	41.55/ft.
175	ft. 5 X 3/8	R/C 24778	59.35/ft.
75	ft. 2 1/4 X 3/16	R/C 24692	15.15/ft.
500	ft. 2 1/2 X 3/16	R/C 24674	16.55/ft.
525	ft. 2 X 1/4	R/C 24652	16.35/ft.
525	ft. 3 X 1/4	R/C 24710	24.05/ft.
	PACKING SLIP MUST ACCOMPANY SHIPMENT		all less 80 & 37%
	Prices based on price list eff. 7/1/84.		
	PLEASE NOTE		
	[illegible] 8:00 A.M. TO 3:30 P.M. NO [illegible] RECEIVED OUTSIDE OF THESE HOURS [illegible] SHIPMENTS SHALL BE MADE ON [illegible] (PREFER FOR AN APPOINTMENT [illegible] RECEIVING DEPT AT 703-662-3871		
	cc: R. Cain du		

ACKNOWLEDGEMENT: THIS ORDER CAN BE ACKNOWLEDGED ONLY BY SIGNING AND RETURNING THE ATTACHED ACKNOWLEDGEMENT COPY WITH SELLER S SHIPPING SCHEDULE GIVEN THEREON.

NOTICE OF SHIPMENT: On day of shipment mail notice of shipment to consignee to insure prompt acceptance of delivery. Demurrage resulting from failure of notice will be Seller's expense

INVOICES: On day of shipment, mail invoice in QUADRUPLICATE to consignee unless otherwise specified. Please prepare a separate invoice for each shipment and carload.

BILLS OF LADING: Mail original Bill of Lading to Consignee if shipment is FOB Seller s plant.

FREIGHT CHARGES: Seller shall prepay all freight charges on shipments made FOB destination

IMPORTANT: THIS ORDER IS SUBJECT ALSO TO ALL OF THE CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS PAGE. ADDITIONAL OR DIFFERING TERMS IN SELLER'S SALES FORMS ARE HEREBY REJECTED UNLESS CONSENTED TO IN WRITING BY BUYER.

COUNTERSIGNED
This Purchase Order not valid over $250,000 unless countersigned above

BY D. A. Shackelford
LOCAL PURCHASING AGENT

CO-1000 (Rev. 1-84)

EXHIBIT
5-17-12
Lecky-14 ID

HUSEBY
Worldwide Litigation Support
800-333-2082 · www.huseby.com

Reddaway01005

EXHIBIT
tabbies
35
4-13-12

FILE COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

SOLD TO
Mack Corporation
Friction Products Group
2410 Roper Mill Road
Winchester, VA 22601

SHIPPED TO

SHIPPED VIA: Jt. Johnsbury

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS	SALESMAN	INVOICE DATE	INVOICE NO.
69-00076	PO-113	2% 10th Prox.	H	8/28/85	37155

75 Ft. — 2-1/4" x 3/16" Unmounted Heavy Duty Woven Brake Lining
24692 @$15.95 $ 1196.25

500 Ft. — 2-1/2" x 3/16" Ditto
24674 @$16.55 8275.00

525 Ft. — 2" x 1/4" Ditto
24632 @$16.35 8583.75

525 Ft. — 3" x 1/4" Ditto
24710 @$24.05 12626.25

$ 30681.25

Less 80-3%

$ 29661.22

Reddaway00999

EXHIBIT
5-17-12
Hecki-15
JUSTBY
Worldwide Litigation Support
800-333-2082 · www.justby.com

CO-180 (Rev. 11/82)

Abex CORPORATION

ABEX CORPORATION

FRICTION PRODUCTS DIVISION
(703) 662-3871

ACKNOWLEDGEMENT

PURCHASE ORDER

Please Ship to and Charge

ABEX CORPORATION
Friction Products Division
2410 Paper Mill Road
Winchester, VA 22601-2450

NUMBER 69-84366
Show on each invoice, other document, package and correspondence

JOHN B. McKENNA
Director of Purchases

Seller:

Reddaway Mfg. Company
32 Euclid Avenue
Newark, New Jersey 07105

IMPORTANT: Address all correspondence concerning this order to:
D. A. Shackelford
Abex Corporation
Friction Products Division
P. O. Box 3250
Winchester, VA 22601-2450
LOCAL PURCHASING AGENT

VENDOR NO. 78648

VIA	TERMS	DATE REQUIRED	REQ. NO.	DATE
Hall's	1% 10th Prox.	RUSH	PO-8	1/17/84

QUANTITY	DESCRIPTION		PRICE-FOB POINT
	Del: Grouping		
			Frt. All'd 200#
	The following H.D. Woven Lining:		
450	Ft. 3 X 5/16 Part #258-1030	R/C 24720	$28.40/ft.
450	Ft. 3 X 3/8 Part #258-1230	R/C 24716	33.90/ft.
150	Ft. 4 X 3/8 Part #258-1240	R/C 24748	45.25/ft.
50	Ft. 5 X 3/8 Part #258-1250	R/C 24778	56.50/ft.
100	Ft. 2 X 3/16 Part #258-620	R/C 24656	12.95/ft.
900	Ft. 2 X 1/4 Part #258-820	R/C 24652	15.55/ft.
900	Ft. 2 1/2 X 1/4 Part #258-824	R/C 24670	19.60/ft.
350	Ft. 3 X 1/4 Part #258-830	R/C 24710	22.90/ft.
	Prices based on price list A-10 effective 1/1/83.		All Less 80 & 37%
	EJA/ae		

NOTE TO VENDOR – OUR RETURN ADDRESS PRINTED BELOW WILL FIT YOUR WINDOW ENVELOPE

SPECIFY SHIPPING DATES AND PRICES BY ITEMS IF NOT SHOWN ABOVE.

WE HAVE ENTERED THE ABOVE PURCHASE ORDER IN ACCORD WITH ALL TERMS AND CONDITIONS AS STIPULATED

Abex
D.A. Shackelford
Abex Corporation
Friction Products Division
P.O. Box 3250
Winchester, VA 22601-2450

SHIPMENT WILL BE MADE / /

ENTERED AS OUR ORDER NO. _____ DATE / /

VENDOR _____

ACKNOWLEDGMENT - PLEASE RETURN IMMEDIATELY

EXHIBIT 74-72

Lecki. 4 SD SM

HUSEBY Worldwide Litigation Support

Reddaway00599

This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No.

[Name of Carrier]

Carrier's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

At Newark, N. J., 19 From REDDAWAY MFG. CO., INC.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to

(Mail or street address of consignee—For purposes of notification only.)

Destination State County Delivery Address ★

(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereof.)

Route

Delivering Carrier Car or Vehicle Initials No.

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
6	BALE(S) ASBESTOS BRAKE LINING	765	65	
	(NON FLEX)			
	CARTON(S) ASBESTOS BRAKE LINING			
	(NON FLEX)			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

PREPAID

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per

(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

*If the shipment moves between two ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is carrier's or shipper's weight.

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

‡This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

REDDAWAY MFG. CO., INC., Shipper, Per Agent, Per

Permanent post-office address of shipper: 32 EUCLID AVE., NEWARK, N. J. 07105

3/22/3

Reddaway00601

EXHIBIT 5-17-12

Leck-5 FD

HUSEBY
Worldwide Litigation Support
800-333-2082 · www.huseby.com

POSTING COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U.S.A.

SOLD TO
Abex Corporation
Friction Products Division
2410 Paper Mill Road
Winchester, VA 22601

SHIPPED TO

SHIPPED VIA Caroline

CUSTOMER'S ORDER NO	REQUISITION NO.	TERMS:	SALESMAN	INVOICE DATE	INVOICE NO
69-03118	PO-114	2% 10th Prox.	H	8/21/86	38872

100 Ft. - 4" x 1/4" Unbranded EBONY Woven Brake Lining	257-840	@$17.30	$ 1730.00	
		Less 68-37%		$ 392.36
400 Ft. - 2" x 1/4" Unbranded Heavy Duty Woven Brake Lining	258-820	@$17.65	$ 7060.00	
150 Ft. - 2-1/4" x 1/4"	ditto 258-822	@$19.35	2902.50	
600 Ft. - 2-1/2" x 1/4"	ditto 258-824	@$22.25	13350.00	
400 Ft. - 3" x 1/4"	ditto 258-830	@$25.95	10380.00	
			$33692.50	
		Less 80-37%		$ 4245.26
				$ 4637.62

EXHIBIT 5-17-12
heck. - 6 JD
HUSEBY Worldwide Litigation Support 800.333-2082 www.huseby.com JW

EXHIBIT
35
4-13-12

FILE COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

Redco

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

SOLD TO
Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

SHIPPED TO

SHIPPED VIA St. Johnsbury

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS	SALESMAN	INVOICE DATE	INVOICE NO.
69-00076	PO-113	2% 10th Prox.	E	8/28/85	37155

75 Ft. - 2-1/4" x 3/16"	Unbranded Heavy Duty Woven Brake Lining 24692	ditto	@$15.15	$ 1136.25	
500 Ft. - 2-1/2" x 3/16"	24674	ditto	@$16.55	8275.00	
525 Ft. - 2" x 1/4"	24652	ditto	@$16.35	8583.75	
525 Ft. - 3" x 1/4"	24710	ditto	@$24.05	12626.25	
				$ 30621.25	
			Less 80-37%		$ 3858.28

Reddaway00999

SHIP TO

Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

97155

Date Aug. 23, 1985
Date Promised July 31, 1985
8/16/85
Cartons
Bales
Cases

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
69-00076	PO-113	E		Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION		
				1736.25		
75 Ft.	✓		75	2-1/4" x 3/16" Unbranded Heavy Duty Woven Brake Lining		24692
500 Ft.	✓		455	2-1/2" x 3/16"	ditto	8275.00 24674
525 Ft.	✓		435	2" x 1/4"	ditto	8583.75 24652
525 Ft.	✓		205	3" x 1/4"	ditto	12624.25 24710
						30621.25

SHORT ORDER

Cap 80-377 (3853.25)

PACKED BY | SHIPPED BY | DATE SHIPPED

REDDAWAY MFG. CO., INC.
NEWARK, N.J. 07105

ACKNOWLEDGMENT

Reddaway01000

SHIP TO

Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

Date Aug. 23, 1985
Date Promised July 31, 1985 8/16/85
Cartons
Bales 5
Cases

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID
69-00076	PO-113	H	595	ST. Ransbury Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION
75 Ft.	75'	—	75'	2-1/4" x 3/16" Unbranded Heavy Duty Woven Brake Lining 24692
500 Ft.	500'	—	500'	2-1/2" x 3/16" ditto 24674
525 Ft.	525'	—	525'	2" x 1/4" ditto 24652
525 Ft.	525'	—	525'	3" x 1/4" ditto 24710

SHORT ORDER

PACKED BY | SHIPPED BY | DATE SHIPPED

PRODUCTION COPY 8-28-85

Reddaway01001

FILE COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

Redco

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

SOLD TO
Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

SHIPPED TO

SHIPPED VIA St. Johnsbury

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS:	SALESMAN	INVOICE DATE	INVOICE NO.
69-00076	PO-113	2% 10th Prox.	H	6/23/85	37147

350 Ft. -	3" x 5/16" Unbranded Heavy Duty Woven Brake Lining 24720		@$29.80	$ 10430.00	
100 Ft. -	3-1/2" x 3/8" 24732	ditto	@$41.55	4155.00	
100 Ft. -	2-1/2" x 3/8" 24876	ditto	@$29.80	2980.00	
175 Ft. -	5" x 3/8" 24778	ditto	@$59.35	10386.25	
				$ 27951.25	
			Less 80-37%		$ 3521.86

Reddaway01002

SHIP TO

Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

97147

Date July 31, 1985
Date Promised 8/16/85
Cartons
Bales
Cases

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
69-00076	PO-113	E		Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION		
					1136.25	
75 Ft.			15.15	2-1/4" x 3/16" Unbranded Heavy Duty Woven Brake Lining		25692
500 Ft.			16.55	2-1/2" x 3/16"	ditto 8275.00	24674
525 Ft.			16.35	2" x 1/4"	ditto 8583.75	24652
525 Ft.			24.05	3" x 1/4"	ditto 12626.25	24710
350 Ft. ✓			29.80	3" x 5/16"	ditto 10430.00	24720
100 Ft. ✓			41.55	3-1/2" x 3/8"	ditto 4155.00	24732
100 Ft. ✓			29.80	2-1/2" x 3/8"-	ditto 2980.00	24676
175 Ft. ✓			59.35	3" x 3/8"	ditto 10386.25	24778
					58572.50	
					27951.25	
					due 80-37%	7380.14
						3521.86

PACKED BY | SHIPPED BY | DATE SHIPPED

OFFICE COPY

Reddaway01003

Date July 31, 1985

Date Promised 8/16/85

Cartons

Bales 3

Cases

SHIP TO

Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID
69-00076	PO-113	H	580	St Johnsbury Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION		
75 Ft.	—	75'	—	2-1/4" x 3/16" Unbranded Heavy Duty Woven Brake Lining		24692
500 Ft.	—	500'	—	2-1/2" x 3/16"	ditto	24674
525 Ft.	—	525'	—	2" x 1/4"	ditto	24652
525 Ft.	—	525'	—	3" x 1/4"	ditto	24710
350 Ft.		—	350'	3" x 5/16"	ditto	24720
100 Ft.		—	100'	3-1/2" x 3/8"	ditt	24732
100 Ft.		—	100'	2-1/2" x 3/8"	ditto	24676
175 Ft.		—	175'	5" x 3/8"	ditto	24778

PACKED BY | SHIPPED BY | DATE SHIPPED

PRODUCTION COPY

8-23-85

Reddaway01004

ABEX CORPORATION
Friction Products Division
(703) 662-3871

ORIGINAL

PURCHASE ORDER

NUMBER 69-00076

Show on each invoice other document package and correspondence

PLEASE Ship to and Charge
- ABEX CORPORATION
- Friction Products Division
- 2410 Paper Mill Road
- Winchester, VA 22601-2450

Seller:

Reddaway Mfg. Co.
32 Euclid Ave.
Newark, NJ 07105

VENDOR NO 78648

IMPORTANT: Address all correspondence concerning this order to:
D.A. Shackelford
Abex Corporation
Friction Products Division
P.O. Box 3250
Winchester, VA 22601-2450
LOCAL PURCHASING AGENT

VIA	TERMS	DATE REQUIRED	REQ NO	DATE
Hall's	1% 10th Prox.	8/16/85	PO-113	7/29/85

QUANTITY	DESCRIPTION		PRICE-FOB POINT
	Del: Grouping		
			frt. all'd. 200 lbs.
	The following H.D. woven lining:		
350	ft. 3 X 5/16	R/C 24720	$29.80/ft.
100	ft. 2 1/2 X 3/8	R/C 24676	29.80/ft.
100	ft. 3 1/2 X 3/8	R/C 24732	41.55/ft.
175	ft. 5 X 3/8	R/C 24778	59.35/ft.
75	ft. 2 1/4 X 3/16	R/C 24692	15.15/ft.
500	ft. 2 1/2 X 3/16	R/C 24674	16.55/ft.
525	ft. 2 X 1/4	R/C 24652	16.35/ft.
525	ft. 3 X 1/4	R/C 24710	24.05/ft.
	PACKING SLIP MUST ACCOMPANY SHIPMENT		all less 80 & 37%
	Prices based on price list eff. 7/1/84.		
	PLEASE NOTE		
	RECEIVING HOURS ARE 7 A.M. TO 3:30 P.M. NO [illegible] RECEIVED OUTSIDE OF THESE HOURS [illegible] ARRANGEMENTS HAVE BEEN MADE. ON [illegible] FOR AN APPOINTMENT [illegible] RECEIVING DEPT. AT 703-662-3871		
	cc: R. Cain du		

ACKNOWLEDGEMENT: THIS ORDER CAN BE ACKNOWLEDGED ONLY BY SIGNING AND RETURNING THE ATTACHED ACKNOWLEDGEMENT COPY WITH SELLER S SHIPPING SCHEDULE GIVEN THEREON.

NOTICE OF SHIPMENT: On day of shipment mail notice of shipment to consignee to insure prompt acceptance of delivery. Demurrage resulting from failure of notice will be Seller's expense

INVOICES: On day of shipment, mail invoice in QUADRUPLICATE to consignee unless otherwise specified. Please prepare a separate invoice for each shipment and carload.

BILLS OF LADING: Mail original Bill of Lading to Consignee if shipment is FOB Seller s plant.

FREIGHT CHARGES: Seller shall prepay all freight charges on shipments made FOB destination

IMPORTANT: **THIS ORDER IS SUBJECT ALSO TO ALL OF THE CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS PAGE. ADDITIONAL OR DIFFERING TERMS IN SELLER'S SALES FORMS ARE HEREBY REJECTED UNLESS CONSENTED TO IN WRITING BY BUYER.**

COUNTERSIGNED
This Purchase Order not valid over $250 000 unless countersigned above)

By D. A. Shackelford
LOCAL PURCHASING AGENT

CO-180 (Rev. 1 84)

Reddaway01005

CONDITIONS OF PURCHASE

Each of the following conditions controls in the absence of a specific provision to the contrary appearing in the body of this order.

1. ACKNOWLEDGEMENT OF PURCHASE ORDER. This order is Buyer's offer to Seller and when accepted either by acknowledgement or by performance shall become a binding contract subject to the terms and conditions hereof, shall constitute the entire agreement between Buyer and Seller and shall supersede any other agreements or understandings made prior to the date of this order. No acceptance shall be effective which varies the terms hereof or proposes additional terms. Any such proposals shall be deemed to be rejected unless expressly approved by Buyer in writing.

2. EXTRA CHARGES. No charges of any kind, including charges for boxing or cartage will be allowed unless specifically agreed to by Buyer in writing. Price is to cover net weight of material, unless otherwise agreed.

3. DELAYS IN DELIVERY. Seller will not be liable for damages for delays in delivery due to causes beyond its reasonable control. However, time is of the essence of this order and should Seller fail to comply with Buyer's delivery schedule or otherwise commit substantial breach of its obligations hereunder, Buyer may terminate the order without liability.

4. WARRANTIES. Seller warrants that all goods sold hereunder will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed designs furnished by Buyer, Seller assumes design responsibility and warrants the goods to be free from design defect and suitable for the purposes intended by Buyer. Seller's warranties, together with its service guarantees, shall run to Buyer and its customers or users of the goods and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance, use of or payment for all or any part of the goods shall in no way affect its warranty rights whether or not a breach of warranty had become evident at the time.

5. WORK ON BUYER'S OR CUSTOMER'S PREMISES. If Seller's work pursuant to this order involves operations by Seller on the premises of Buyer or of a customer of Buyer, Seller shall take all precautions in the performance of such work necessary to prevent any injury to persons or property arising therefrom and shall indemnify Buyer against any and all claims for injury to person or property and reimburse Buyer for any and all loss arising out of any act or omission of Seller, its agents, employees or subcontractors as the case may be. Seller shall maintain appropriate liability insurance, including coverage for personal injury and property damage, and shall maintain Workmen's Compensation Insurance with respect to its own employees. Seller shall furnish a certificate of insurance if requested by Buyer.

6. REJECTIONS. If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods at Seller's expense. Such goods shall not be replaced without suitable authorization from Buyer.

7. BUYER'S PROPERTY. Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by Buyer or specifically paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer. Such property and wherever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of ABEX CORPORATION" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer and shall be subject to renewal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.

8. SUB-CONTRACTING. No delegation of performance under this order, whether by subcontract or otherwise, shall relieve Seller of responsibility for full performance, without the consent of Buyer.

9. SET-OFF. Buyer shall be entitled at all times to set-off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this order.

10. COMPLIANCE WITH LAWS. Seller shall comply with all applicable Federal, State and local laws as amended, and rules and regulations issued thereunder, including but not limited to the Fair Labor Standards Act of 1938, the Occupational Health and Safety Act of 1970, the Railroad Revitalization and Regulatory Reform Act of 1976 and legislation with respect to equal employment opportunity, and where such laws or regulations so provide, the required provisions thereof are incorporated by reference herein. Seller shall furnish a more particular certificate of compliance upon request by Buyer.

11. PATENTS. Seller shall defend and save harmless Buyer and its affiliated companies, their successors, assigns, customers and users of the products from all damages, claims, demands, actions or suits based upon actual or alleged infringement of any United States or foreign patent, trademark or copyright covering or purporting to cover the acquisition, use, consumption or resale of goods or services delivered under this order.

12. TERMINATION. (a) Except as may be prohibited by the U. S. bankruptcy laws, in the event of any insolvency or inability to pay debts as they become due by Seller, or voluntary or involuntary bankruptcy proceedings are brought by or against Seller, or a receiver is appointed for Seller, or applied for, or assignment for the benefit of creditors is made by Seller, Buyer may elect to cancel any unfulfilled obligations hereunder. Additionally, Buyer may at its convenience terminate this order, in whole or in part, at any time by written notice to Seller who shall thereupon stop work immediately, notify subcontractors, if any, to stop work, and protect Buyer's property in Seller's possession. Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. All claims by Seller based on such termination must be asserted, in writing and in full, within ninety (90) days from the date of notification of the termination, or three shall be waived. Buyer shall pay Seller the purchase order price of finished work and the actual costs of Seller which are properly allocable by recognized accounting practices to work in process and raw material; less however, the agreed value of any items used or sold by Seller to others with Buyer's consent. The payment provided under this clause shall constitute Buyer's only liability in the event this order is terminated as provided herein. The foregoing provisions of this clause shall not apply to any termination by Buyer for default of Seller or under the following provisions of this clause unless a court shall find such termination by Buyer to be improper.

(b) IF THE GOODS COVERED BY THIS ORDER ARE STANDARD STOCK ITEMS OF SELLER, BUYER MAY, AT ITS OPTION, UPON FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE, CANCEL ANY UNSHIPPED PORTION OF THIS ORDER WITHOUT FURTHER OBLIGATION HEREUNDER EXCEPT TO MAKE PAYMENT, SUBJECT TO OTHER APPLICABLE TERMS HEREOF, FOR THE MATERIALS DELIVERED PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION.

(c) BUYER SHALL NOT BE LIABLE FOR FAILURE TO TAKE DELIVERY OF MATERIAL OR WORK OR RENDER ANY OTHER PERFORMANCE IN THE EVENT FIRE, ACCIDENTS, LABOR DIFFICULTIES, GOVERNMENTAL ACTIONS, THIRD PARTY FAILURES OR ANY OTHER CONDITIONS BEYOND BUYER'S REASONABLE CONTROL RENDER IT COMMERCIALLY IMPRACTICAL FOR BUYER TO DO SO.

APPLICABLE FOR ORDERS OVER $50,000—CUMULATIVE OR INDIVIDUAL

Executive Order 11246
EQUAL EMPLOYMENT OPPORTUNITY

PART II—NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS
SUBPART B—CONTRACTORS' AGREEMENTS

SECTION 202. Except in contracts exempted in accordance with Section 204 this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

"(3) The contractor will send to each labor union or representative workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 as amended, and by the rules, regulations and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 as amended or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Reddaway01006

ABEX CORPORATION
Friction Products Division
(703) 662-3871

ACKNOWLEDGEMENT

PURCHASE ORDER

NUMBER [illegible]
Show on each invoice, other document, package and correspondence.

PLEASE Ship to and Charge
- ABEX CORPORATION
- Friction Products Division
- 2410 Paper Mill Road
- Winchester, VA 22601-2450

Seller:

Raybestos MFG. Co.
32 Evelin Ave.
Newark, NJ 07105

VENDOR NO. 70646

IMPORTANT: Address all correspondence concerning this order to:
D.A. Shackelford
Abex Corporation
Friction Products Division
P.O. Box 3250
Winchester, VA 22601-2450
LOCAL PURCHASING AGENT

VIA	TERMS	DATE REQUIRED	REQ. NO.	DATE
Rail's	1% 10th Prox.	[illegible]	20-113	7/29/85

QUANTITY	DESCRIPTION		PRICE-FOB POINT
	Del: Grouding		
	The following H.D. woven lining:		Frt. allow. 300 lbs.
350	ft. 2 X 5/16	R/C 24720	
100	ft. 2 1/2 X 3/8	R/C 24676	629.80/Ft.//
100	ft. 3 1/2 X 3/8	R/C 24732	29.80/ft.
175	ft. 5 X 3/8	R/C 24778	41.55/ft.
75	ft. 2 1/4 X 3/16	R/C 24692	58.35/ft.
500	ft. 2 1/2 X 3/16	R/C 24674	15.15/ft.
525	ft. 2 X 1/4	R/C 24652	16.55/ft.
525	ft. 3 X 1/4	R/C 24710	16.35/ft.
			24.05/ft.
			all less 80 & 37%
	Prices based on price list eff. 2/1/85.		
	cc: T. Cain		

SPECIFY SHIPPING DATES AND PRICES BY ITEMS IF NOT SHOWN ABOVE.

WE HAVE ENTERED THE ABOVE PURCHASE ORDER IN ACCORD WITH ALL TERMS AND CONDITIONS AS STIPULATED:

ACKNOWLEDGMENT - PLEASE RETURN IMMEDIATELY

SHIPMENT WILL BE MADE ____/____/____

ENTERED AS OUR ORDER NO. _____ DATE ____/____/____

VENDOR _____

CG-180 (Rev. 1/84)

Reddaway01007

CONDITIONS OF PURCHASE

Each of the following conditions controls in the absence of a specific provision to the contrary appearing in the body of this order

1. ACKNOWLEDGEMENT OF PURCHASE ORDER. This order is Buyer's offer to Seller and when accepted either by acknowledgement or by performance shall become a binding contract subject to the terms and conditions hereof, shall constitute the entire agreement between Buyer and Seller and shall supersede any other agreements or understandings made prior to the date of this order. No acceptance shall be effective which varies the terms hereof or proposes additional terms. Any such proposals shall be deemed to be rejected unless expressly approved by Buyer in writing.

2. EXTRA CHARGES. No charges of any kind, including charges for boxing or cartage will be allowed unless specifically agreed to by Buyer in writing. Price is to cover net weight or material, unless otherwise agreed.

3. DELAYS IN DELIVERY. Seller will not be liable for damages for delays in delivery due to causes beyond its reasonable control. However, time is of the essence of this order and should Seller fail to comply with Buyer's delivery schedule or otherwise commit substantial breach of its obligations hereunder, Buyer may terminate the order without liability.

4. WARRANTIES. Seller warrants that all goods sold hereunder will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed designs furnished by Buyer, Seller assumes design responsibility and warrants the goods to be free from design defect and suitable for the purposes intended by Buyer. Seller's warranties, together with its service guarantees, shall run to Buyer and its customers or users of the goods and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance, use of or payment for all or any part of the goods shall in no way affect its warranty rights whether or not a breach of warranty had become evident at the time.

5. WORK ON BUYER'S OR CUSTOMER'S PREMISES. If Seller's work pursuant to this order involves operations by Seller on the premises of Buyer or of a customer of Buyer, Seller shall take all precautions in the performance of such work necessary to prevent any injury to persons or property arising therefrom and shall indemnify Buyer against any and all claims for injury to person or property and reimburse Buyer for any and all loss arising out of any act or omission of Seller, its agents, employees or subcontractors as the case may be. Seller shall maintain appropriate liability insurance, including coverage for personal injury and property damage, and shall maintain Workmen's Compensation insurance with respect to its own employees. Seller shall furnish a certificate of insurance if requested by Buyer.

6. REJECTIONS. If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods at Seller's expense. Such goods shall not be replaced without suitable authorization from Buyer.

7. BUYER'S PROPERTY. Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by Buyer or specifically paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer. Such property and wherever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of ABEX CORPORATION" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer and shall be subject to renewal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.

8. SUB-CONTRACTING. No delegation of performance under this order, whether by subcontract or otherwise, shall relieve Seller of responsibility for full performance, without the consent of Buyer.

9. SET-OFF. Buyer shall be entitled at all times to set-off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this order.

10. COMPLIANCE WITH LAWS. Seller shall comply with all applicable Federal, State and local laws as amended, and rules and regulations issued thereunder, including but not limited to the Fair Labor Standards Act of 1938, the Occupational Health and Safety Act of 1970, the Railroad Revitalization and Regulatory Reform Act of 1976 and legislation with respect to equal employment opportunity, and where such laws or regulations so provide, the required provisions thereof are incorporated by reference herein. Seller shall furnish a more particular certificate of compliance upon request by Buyer.

11. PATENTS. Seller shall defend and save harmless Buyer and its affiliated companies, their successors, assigns, customers and users of the products from all damages, claims, demands, actions or suits based upon actual or alleged infringement of any United States or foreign patent, trademark or copyright covering or purporting to cover the acquisition, use, consumption or resale of goods or services delivered under this order.

12. TERMINATION. (a) Except as may be prohibited by the U. S. bankruptcy laws, in the event of any insolvency or inability to pay debts as they become due by Seller, or voluntary or involuntary bankruptcy proceedings are brought by or against Seller, or a receiver is appointed for, or assignment for the benefit of creditors is made by Seller, Buyer may elect to cancel any unfulfilled obligations hereunder. Additionally, Buyer may at its convenience terminate this order in whole or in part, at any time by written notice to Seller who shall thereupon stop work immediately, notify subcontractors, if any, to stop work, and protect Buyer's property in Seller's possession. Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. All claims by Seller based on such termination must be asserted, in writing and in full, within ninety (90) days from the date of notification of the termination, or they shall be waived. Buyer shall pay Seller the purchase order price of finished work and the actual costs of Seller which are properly allocable by recognized accounting practices to work in process and raw material; less however, the agreed value of any items used or sold by Seller to others with Buyer's consent. The payment provided under this clause shall constitute Buyer's only liability in the event this order is terminated as provided herein. The foregoing provisions of this clause shall not apply to any termination by Buyer for default of Seller or under the following provisions of this clause unless a court shall find such termination by Buyer to be improper.

(b) IF THE GOODS COVERED BY THIS ORDER ARE STANDARD STOCK ITEMS OF SELLER, BUYER MAY, AT ITS OPTION, UPON FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE, CANCEL ANY UNSHIPPED PORTION OF THIS ORDER WITHOUT FURTHER OBLIGATION HEREUNDER EXCEPT TO MAKE PAYMENT, SUBJECT TO OTHER APPLICABLE TERMS HEREOF, FOR THE MATERIALS DELIVERED PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION.

(c) BUYER SHALL NOT BE LIABLE FOR FAILURE TO TAKE DELIVERY OF MATERIAL OR WORK OR RENDER ANY OTHER PERFORMANCE IN THE EVENT FIRE, ACCIDENTS, LABOR DIFFICULTIES, GOVERNMENTAL ACTIONS, THIRD PARTY FAILURES OR ANY OTHER CONDITIONS BEYOND BUYER'S REASONABLE CONTROL RENDER IT COMMERCIALLY IMPRACTICAL FOR BUYER TO DO SO.

APPLICABLE FOR ORDERS OVER $50,000—CUMULATIVE OR INDIVIDUAL

Executive Order 11246

EQUAL EMPLOYMENT OPPORTUNITY

PART II—NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

SUBPART B—CONTRACTORS' AGREEMENTS

SECTION 202. Except in contracts exempted in accordance with Section 204 this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

"(3) The contractor will send to each labor union or representative workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 as amended, and by the rules, regulations and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Reddaway01008

This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No.

ST JOHNSBURY
(Name of Carrier)

Carrier's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

At Newark, N. J., 2-23-1935 From REDDAWAY MFG. CO., INC.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns

Consigned to ABEX CORPORATION

Destination AMERICAN BRAKEBLOK DIV. State County Delivery Address ★
(Mail or street address of consignee—For purposes of notification only.)
(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereof.)

Route

Delivering Carrier WINCHESTER, VA. 22601 Car or Vehicle Initials No.

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
3	BALE(S) ASBESTOS BRAKE LINING	580	65	
	(NON FLEX)			
	CARTON(S) ASBESTOS BRAKE LINING			
	(NON FLEX)			

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here: "To be Prepaid."
PREPAID

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

*If the shipment moves between two ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is carrier's or shipper's weight.
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding per

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification
‡This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

†Shipper's imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.

REDDAWAY MFG. CO., INC. Shipper, Per Agent, Per

Permanent post-office address of shipper: 32 EUCLID AVE., NEWARK, N. J. 07105

3

Reddaway01009

This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

ST. JOHNSBURY
(Name of Carrier)

Carrier's No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading,

At Newark, N. J., 2-28 19 65 From REDDAWAY MFG. CO., INC. Redco

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns

Consigned to A.P.W. CORPORATION

Destination AMERICAN BRAKEBLOK Co DW (Mail or street address of consignee—For purposes of notification only.)

Delivery Address ★ _____

Route WINCHESTER, VA. 22601 ★ To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier _____ Car or Vehicle Initials _____ No. _____

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Subject to Correction)	Class or Rate	Check Column
5	BALE(S) ASBESTOS BRAKE LINING	595	65	
	(NON FLEX)			
	CARTON(S) ASBESTOS BRAKE LINING			
	(NON FLEX)			

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here: "To be Prepaid."

PREPAID

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$ _____

*If the shipment moves between two ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is carrier's or shipper's weight.
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

‡This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

†Shipper's imprint in lieu of stamp, not a part of Bill of Lading approved by the Interstate Commerce Commission.

REDDAWAY MFG. CO., INC., Shipper, Per TP

Agent, Per R Hall 4494 S 2885 3

Permanent post-office address of shipper: 32 EUCLID AVE., NEWARK, N. J. 07105

Reddaway01010

FILE COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

SOLD TO
Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

SHIPPED TO

SHIPPED VIA St. Johnsbury

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS	SALESMAN	INVOICE DATE	INVOICE NO.
69-00360	PO-124	2% 10th Prox.	E	9/26/85	37314

300 Ft. - 2-1/2" x 3/16" Unbranded Ebony Woven Brake Lining				
	257-624	@$7.10	$ 2130.00	
400 Ft. - 2-1/2" x 1/4" ditto	257-824	@$9.70	3880.00	
350 Ft. - 2" x 1/4" ditto	257-820	@$7.50	2625.00	
			$ 8635.00	
		Less 64-37%		$ 1938.42

Reddaway01011

SHIP TO

Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

[redacted]
3814

Date Sept. 23, 1985
Date Aug. 28, 1985
Promised 9/27/85
Cartons
Boxes
Cases

CUSTOMER'S ORDER NO	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	
69-00360	PO-124	H		Prepay If 200#	PREPAID / COLLECT

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION	
300 Ft.			7.10	2-1/2" x 3/16" Unbranded Ebony Woven Brake Lining	2130.00
400 Ft.			9.70	2-1/2" x 1/4" ditto	3880.00 257-824
350 Ft.			7.50	2" x 1/4" ditto	2625.00 257-820
					8635.00

SHORT ORDER Less 64-37% (1958.42)

PACKED BY

SHIPPED BY 9/26/85 DATE SHIPPED

REDDAWAY MFG. CO., INC.
NEWARK, N. J. 07105

ACKNOWLEDGMENT

Reddaway01012

SHIP TO

Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

Date Sept. 23, 1985
Date Promised Aug. 28, 1985 9/27/85
Cartons
Bales 5
Cases

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID
69-00360	PO-124	H	605	~~SX~~ Johnsbury Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION
300 Ft.	300	—	300	2-1/2" x 3/16" Unbranded Ebony Woven Brake Lining 257-624
400 Ft.	400	—	400	2-1/2" x 1/4" ditto 257-824
350 Ft.	350	—	350	2" x 1/4" ditto 257-820

SHORT ORDER

PACKED BY | SHIPPED BY | DATE SHIPPED

PRODUCTION COPY

9-26-85

Reddaway01013

FILE COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

Redco

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

SOLD TO
Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

SHIPPED TO

SHIPPED VIA St. Johnsbury

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS	SALESMAN	INVOICE DATE	INVOICE NO.
62-00360	PO-124	2% 10th Prox.	K	9/23/85	37270

200 Ft. - 1-1/2" x 3/16" Unbranded Ebony Woven Brake Lining					
	257-614	ditto	@$ 4.45	$ 890.00	
150 Ft. - 1-3/4" x 3/16"	257-616	ditto	@$ 4.85	727.50	
200 Ft. - 3" x 5/16"	ditto	257-1030	@$14.60	2920.00	
				$ 4537.50	
			Less 64-37%		$ 1029.11

Reddaway01014

SHIP TO
Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

07270

Date Aug. 28, 1985
Date Promised 9/27/85
Cartons
Bales
Cases

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
69-00360	PO-124	H		Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION	
				890.00	
200 Ft.	✓		445	1-1/2" x 3/16" Unbranded Ebony Woven Brake Lining	257-614
150 Ft.	✓		485	1-3/4" x 3/16" 727.50 ditto 727.50	257-616
300 Ft.			1110	2-1/2" x 3/16" 2130.00 ditto	257-624
400 Ft.			970	2-1/2" x 1/4" 3880.00 ditto	257-624
350 Ft.			750	2" x 1/4" 2625.00 ditto	257-820
200 Ft.	✓		1460	3" x 5/16" 2920.00 ditto 2920.00	257-1030
				13172.50 7537.50	
				d 100 64.37% 2987.50	
				1029.11	

PACKED BY | SHIPPED BY | DATE SHIPPED

OFFICE COPY

Reddaway01015

Date Aug. 28, 1985

Date Promised 9/27/85

Cartons

Bales 5

Cases

SHIP TO

Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID
69-00360	PO-124	H	665	St Johnsbury Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION		
200 Ft.	200'	—	200'	1-1/2" x 3/16"	Unbranded Ebony Woven Brake Lining	257-614
150 Ft.	150'	—	150'	1-3/4" x 3/16"	ditto	257-616
300 Ft.	—	300'	—	2-1/2" x 3/16"	ditto	257-624
400 Ft.	—	400'	—	2-1/2" x 1/4"	ditto	257-824
350 Ft.	—	350'	—	2" x 1/4"	ditto	257-820
200 Ft.	200'	—	200'	3" x 5/16"	ditto	257-1030

PACKED BY | SHIPPED BY | DATE SHIPPED

PRODUCTION COPY

9-23-85

Reddaway01016

ABEX CORPORATION
Friction Products Division
(703) 662-3871

PURCHASE ORDER

PLEASE Ship to and Charge
- ABEX CORPORATION
- Friction Products Division
- 2410 Paper Mill Road
  Winchester, VA 22601-2450

NUMBER 69 - 00360
Show on each invoice other document, package and correspondence

Seller:

Date August 26, 1985

Reddaway Mfg. Co.
32 Euclid Ave.
Newark, NJ 07105

IMPORTANT: Address all correspondence concerning this order to:
ABEX CORPORATION
Friction Products Division
P.O. Box 3250
Winchester, VA 22601-2450

VENDOR NO. 78648 BUYER NO. EJA

F.O.B	VIA	COLLECT PREPAID ☐ ALLOWED CHARGE ☒	PAYMENT TERMS.	DATE REQUIRED	REQ. NO.	R.F.Q. NO.
Winchester	Hall's		1% 10th Prox.	9/27/85	PO-124	

QUANTITY	DESCRIPTION		PRICE
	Del: Grouping		
	The following Std. woven linings:		
150 ft.	1 3/4 X 3/16 Part #257-616	R/C 24642	$ 4.85/ft.
200 ft.	3 X 5/16 Part #257-1030	R/C 24718	14.60/ft.
200 ft.	1 1/2 X 3/16 Part #257-614	R/C 24622	4.45/ft.
300 ft.	2 1/2 X 3/16 Part #257-624	R/C 24672	7.10/ft.
350 ft.	2 X 1/4 Part #257-820	R/C 24650	7.50/ft.
400 ft.	2 1/2 X 1/4 Part #257-824	R/C 24668	9.70/ft.
	Prices based on price list eff. 7/1/84.		
	cc: Roger Cain		
	PACKING SLIP MUST ACCOMPANY SHIPMENT		
	du		

ACKNOWLEDGEMENT: THIS ORDER CAN BE ACKNOWLEDGED ONLY BY SIGNING AND RETURNING THE ATTACHED ACKNOWLEDGEMENT COPY WITH SELLER'S SHIPPING SCHEDULE GIVEN THEREON.

NOTICE OF SHIPMENT: On day of shipment mail notice of shipment to consignee to insure prompt acceptance of delivery. Demurrage resulting from failure of notice will be Seller's expense

INVOICES: On day of shipment, mail invoice in QUADRUPLICATE to consignee unless otherwise specified. Please prepare a separate invoice for each shipment and carload.

IMPORTANT: **THIS ORDER IS SUBJECT ALSO TO ALL OF THE CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS PAGE. ADDITIONAL OR DIFFERING TERMS IN SELLER'S SALES FORMS ARE HEREBY REJECTED UNLESS CONSENTED TO IN WRITING BY BUYER.**

COUNTERSIGNED

By E. J. Anderson

CO-180 Rev 6 85

ORIGINAL

Reddaway01017

CONDITIONS OF PURCHASE

Each of the following conditions controls in the absence of a specific provision to the contrary appearing in the body of this order

1. **ACKNOWLEDGEMENT OF PURCHASE ORDER.** This order is Buyer's offer to Seller and when accepted either by acknowledgement or by performance shall become a binding contract subject to the terms and conditions hereof. shall constitute the entire agreement between Buyer and Seller and shall supersede any other agreements or understanding made prior to the date of this order. No acceptance shall be effective which varies the terms hereof or proposes additional terms. Any such proposals shall be deemed to be rejected unless expressly approved by Buyer in writing.

2. **EXTRA CHARGES.** No charges of any kind, including charges for boxing or cartage will be allowed unless specifically agreed to by Buyer in writing. Price is to cover net weight of material, unless otherwise agreed.

3. **DELAYS IN DELIVERY.** Seller will not be liable for damages for delays in delivery due to causes beyond its reasonable control. However, time is of the essence of this order and should Seller fail to comply with Buyer's delivery schedule or otherwise commit substantial breach of its obligations hereunder, Buyer may terminate the order without liability.

4. **WARRANTIES.** Seller warrants that all goods sold hereunder will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed designs furnished by Buyer, Seller assumes design responsibility and warrants the goods to be free from design defect and suitable for the purposes intended by Buyer. Seller's warranties, together with its service guarantees, shall run to Buyer and its customers or users of the goods and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance, use of or payment for all or any part of the goods shall in no way affect its warranty rights whether or not a breach of warranty had become evident at the time.

5. **WORK ON BUYER'S OR CUSTOMER'S PREMISES.** If Seller's work pursuant to this order involves operations by Seller on the premises of Buyer or of a customer of Buyer, Seller shall take all precautions in the performance of such work necessary to prevent any injury to persons or property arising therefrom and shall indemnify Buyer against any and all claims for injury to person or property and reimburse Buyer for any and all loss arising out of any act or omission of Seller, its agents, employees or subcontractors as the case may be. Seller shall maintain appropriate liability insurance, including coverage for personal injury and property damage, and shall maintain Workmen's Compensation Insurance with respect to its own employees. Seller shall furnish a certificate of insurance if requested by Buyer.

6. **REJECTIONS.** If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods at Seller's expense. Such goods shall not be replaced without suitable authorization from Buyer.

7. **BUYER'S PROPERTY.** Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by Buyer or specifically paid for by Buyer, and any replacement thereof or any materials affixed or attached thereto, shall be and remain the personal property of Buyer. Such property and wherever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of ABEX CORPORATION" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer and shall be subject to renewal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.

8. **SUB-CONTRACTING.** No delegation of performance under this order, whether by subcontract or otherwise, shall relieve Seller of responsibility for full performance, without the consent of Buyer.

9. **SET-OFF.** Buyer shall be entitled at all times to set-off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this order.

10. **COMPLIANCE WITH LAWS.** Seller shall comply with all applicable Federal, State and local laws as amended, and rules and regulations issued thereunder, including but not limited to the Fair Labor Standards Act of 1938, the Occupational Health and Safety Act of 1970, the Railroad Revitalization and Regulatory Reform Act of 1976 and legislation with respect to equal employment opportunity, and where such laws or regulations so provide, the required provisions thereof are incorporated by reference herein. Seller shall furnish a more particular certificate of compliance upon request by Buyer.

11. **PATENTS.** Seller shall defend and save harmless Buyer and its affiliated companies, their successors, assigns, customers and users of the products from all damages, claims, demands, actions or suits based upon actual or alleged infringement of any United States or foreign patent, trademark or copyright covering or purporting to cover the acquisition, use, consumption or resale of goods or services delivered under this order.

12. **TERMINATION.** (a) Except as may be prohibited by the U. S. bankruptcy laws, in the event of any insolvency or inability to pay debts as they become due by Seller, or voluntary or involuntary bankruptcy proceedings are brought by or against Seller, or a receiver is appointed for Seller, or applied for, or assignment for the benefit of creditors is made by Seller, Buyer may elect to cancel any unfulfilled obligations hereunder. Additionally, Buyer may at its convenience terminate this order, in whole or in part, at any time by written notice to Seller who shall thereupon stop work immediately, notify subcontractors if any, to stop work, and protect Buyer's property in Seller's possession. Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. All claims by Seller based on such termination must be asserted, in writing and in full, within ninety (90) days from the date of notification of the termination, or they shall be waived. Buyer shall pay Seller the purchase order price of finished work and the actual costs of Seller which are properly allocable by recognized accounting practices to work in process and raw material, less however, the agreed value of any items used or sold by Seller to others with Buyer's consent. The payment provided under this clause shall constitute Buyer's only liability in the event this order is terminated as provided herein. The foregoing provisions of this clause shall not apply to any termination by Buyer for default of Seller or under the following provisions of this clause unless a court shall find such termination by Buyer to be improper.

(b) IF THE GOODS COVERED BY THIS ORDER ARE STANDARD STOCK ITEMS OF SELLER, BUYER MAY, AT ITS OPTION, UPON FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE, CANCEL ANY UNSHIPPED PORTION OF THIS ORDER WITHOUT FURTHER OBLIGATION HEREUNDER EXCEPT TO MAKE PAYMENT, SUBJECT TO OTHER APPLICABLE TERMS HEREOF, FOR THE MATERIALS DELIVERED PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION.

(c) BUYER SHALL NOT BE LIABLE FOR FAILURE TO TAKE DELIVERY OF MATERIAL OR WORK OR RENDER ANY OTHER PERFORMANCE IN THE EVENT FIRE, ACCIDENTS, LABOR DIFFICULTIES, GOVERNMENTAL ACTIONS, THIRD PARTY FAILURES OR ANY OTHER CONDITIONS BEYOND BUYER'S REASONABLE CONTROL RENDER IT COMMERCIALLY IMPRACTICAL FOR BUYER TO DO SO.

APPLICABLE FOR ORDERS OVER $50,000—CUMULATIVE OR INDIVIDUAL

Executive Order 11246
EQUAL EMPLOYMENT OPPORTUNITY

PART II—NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS
SUBPART B—CONTRACTORS' AGREEMENTS

SECTION 202. Except in contracts exempted in accordance with Section 204 this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

"(3) The contractor will send to each labor union or representative workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 as amended, and by the rules, regulations and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any or such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Reddaway01018

ABEX CORPORATION
Friction Products Division
(703) 662-3871

PURCHASE ORDER

PLEASE Ship to and Charge
- ABEX CORPORATION
- Friction Products Division
- 2410 Paper Mill Road
- Winchester, VA 22601-2450

NUMBER 69 - 00360
Show on each invoice, other document, package and correspondence.

Date August 26, 1985

Seller:

Reddaway Mfg. Co.
32 Euclid Ave.
Newark, NJ 07105

IMPORTANT: Address all correspondence concerning this order to:
ABEX CORPORATION
Friction Products Division
P.O. Box 3250
Winchester, VA 22601-2450

VENDOR NO. 73648 BUYER NO. EJA

F.O.B.	VIA	COLLECT ☐ PREPAID ☒ ALLOWED ☐ CHARGE ☐	PAYMENT TERMS:	DATE REQUIRED	REQ. NO.	R.F.Q. NO.
Winchester	Hall's		1% 10th Prx.	9/27/85	PO-124	

QUANTITY	DESCRIPTION		PRICE
	Del: Grouping		
	The following Std. woven linings:		
150	Ft. 1 3/4 X 3/16 Part #257-616	R/C 24642	$ 4.85/Ft.
200	Ft. 3 X 5/16 Part #257-1030	R/C 24718	14.60/Ft.
200	Ft. 1 1/2 X 3/16 Part #257-614	R/C 24622	4.45/Ft.
300	Ft. 2 1/2 X 3/16 Part #257-624	R/C 24672	7.10/Ft.
350	Ft. 2 X 1/4 Part #257-820	R/C 24650	7.50/Ft.
400	Ft. 2 1/2 X 1/4 Part #257-824	R/C 24668	9.70/Ft.
	Prices based on price list eff. 7/1/84.		
	cc: Roger Cain		
	Gp		

SPECIFY SHIPPING DATES AND PRICES BY ITEMS IF NOT SHOWN ABOVE

WE HAVE ENTERED THE ABOVE PURCHASE ORDER IN ACCORD WITH ALL TERMS AND CONDITIONS AS STIPULATED:

SHIPMENT WILL BE MADE / /

ENTERED AS OUR ORDER NO. _____ DATE / /

VENDOR _____

ACKNOWLEDGMENT - PLEASE RETURN IMMEDIATELY

CO-180 Rev. 6/85
ACKNOWLEDGEMENT

Reddaway01019

CONDITIONS OF PURCHASE

Each of the following conditions relates to the purchase of a specific product as the context appearing in the body of this order

1. ACKNOWLEDGEMENT OF PURCHASE ORDER. This order is Buyer's offer to Seller and when accepted either by acknowledgement or by performance shall become a binding contract subject to the terms and conditions hereof. It shall constitute the entire agreement between Buyer and Seller and shall supersede any other agreements or understandings made prior to the date of this order. No acceptance shall be effective which varies the terms hereof or proposes additional terms. Any such proposals shall be deemed to be rejected unless expressly approved by Buyer in writing.

2. EXTRA CHARGES. No charges of any kind, including charges for boxing or storage will be allowed unless specifically agreed to by Buyer in writing. Price is to cover net weight of material, unless otherwise agreed.

3. DELAYS IN DELIVERY. Seller will not be liable for damages for delays in delivery due to causes beyond its reasonable control. However, time is of the essence of this order and should Seller fail to comply with Buyer's directions as to date or otherwise commit a substantial breach of its obligations hereunder, Buyer may terminate the order without liability.

4. WARRANTIES. Seller warrants that all goods sold hereunder will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material and free from defect. Unless manufactured pursuant to detailed designs furnished by Buyer, Seller assumes design responsibility and warrants the goods to be free from design defect and suitable for the purposes intended by Buyer. Seller's warranties, together with its service guarantees, shall run to Buyer and its customers or users of the goods and shall not be deemed to be exclusive. Buyer's inspection, approval, acceptance, use of or payment for all or any part of the goods shall in no way affect its warranty rights whether or not a breach of warranty had become evident at the time.

5. WORK ON BUYER'S OR CUSTOMER'S PREMISES. If Seller's work pursuant to this order involves operations by Seller on the premises of Buyer or of a customer of Buyer, Seller shall take all precautions in the performance of such work necessary to prevent any injury to persons or property arising therefrom and shall indemnify Buyer against any and all claims for injury to person or property and reimburse Buyer for any and all loss arising out of any act or omission of Seller, its agents, employees or subcontractors as the case may be. Seller shall maintain appropriate liability insurance, including coverage for personal injury and property damage, and shall maintain Workmen's Compensation Insurance with respect to its own employees. Seller shall furnish a certificate of insurance if requested by Buyer.

6. REJECTIONS. If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer, in addition to any other rights which it may have under warrantee or otherwise, shall have the right to reject and return such goods at Seller's expense. Such goods shall not be replaced without suitable authorization from Buyer.

7. BUYER'S PROPERTY. Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by Buyer or specifically paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer. Such property and wherever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of ABEX CORPORATION" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer and shall be subject to renewal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.

8. SUB-CONTRACTING. No delegation of performance under this order, whether by subcontract or otherwise, shall relieve Seller of responsibility for full performance, without the consent of Buyer.

9. SET-OFF. Buyer shall be entitled at all times to set-off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this order.

10. COMPLIANCE WITH LAWS. Seller shall comply with all applicable Federal, State and local laws as amended, and rules and regulations issued thereunder, including but not limited to the Fair Labor Standards Act of 1938, the Occupational Health and Safety Act of 1970, the Railroad Revitalization and Regulatory Reform Act of 1976 and legislation with respect to equal employment opportunity, and where such laws or regulations so provide, the required provisions thereof are incorporated by reference herein. Seller shall furnish a more particular certificate of compliance upon request by Buyer.

11. PATENTS. Seller shall defend and save harmless Buyer and its affiliated companies, their successors, assigns, customers and users of the products from all damages, claims, demands, actions or suits based upon actual or alleged infringement of any United States or foreign patent, trademark or copyright covering or purporting to cover the acquisition, use, consumption or resale of goods or services delivered under this order.

12. TERMINATION. (a) Except as may be prohibited by the U. S. bankruptcy laws, in the event of any insolvency or inability to pay debts as they become due by Seller, or voluntary or involuntary bankruptcy proceedings are brought by or against Seller, or a receiver is appointed for Seller or applied for, or assignment for the benefit of creditors is made by Seller, Buyer may elect to cancel any unfulfilled obligations hereunder. Additionally, Buyer may at its convenience terminate this order, in whole or in part, at any time by written notice to Seller who shall thereupon stop work immediately, notify subcontractors, if any, to stop work, and protect Buyer's property in Seller's possession. Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. All claims by Seller based on such termination must be asserted, in writing and in full, within ninety (90) days from the date of notification of the termination or they shall be waived. Buyer shall pay Seller the purchase order price of finished work and the actual costs of Seller which are properly allocable by recognized accounting practices to work in process and raw material, less however, the agreed value of any items used or sold by Seller to others with Buyer's consent. The payment provided under this clause shall constitute Buyer's only liability in the event this order is terminated as provided herein. The foregoing provisions of this clause shall not apply to any termination by Buyer for default of Seller or under the following provisions of this clause unless a court shall find such termination by Buyer to be improper.

(b) IF THE GOODS COVERED BY THIS ORDER ARE STANDARD STOCK ITEMS OF SELLER, BUYER MAY, AT ITS OPTION, UPON FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE, CANCEL ANY UNSHIPPED PORTION OF THIS ORDER WITHOUT FURTHER OBLIGATION HEREUNDER EXCEPT TO MAKE PAYMENT SUBJECT TO OTHER APPLICABLE TERMS HEREOF, FOR THE MATERIALS DELIVERED PRIOR TO THE EFFECTIVE DATE OF SUCH CANCELLATION.

(c) BUYER SHALL NOT BE LIABLE FOR FAILURE TO TAKE DELIVERY OF MATERIAL OR WORK OR RENDER ANY OTHER PERFORMANCE IN THE EVENT FIRE, ACCIDENTS, LABOR DIFFICULTIES, GOVERNMENTAL ACTIONS, THIRD PARTY FAILURES OR ANY OTHER CONDITIONS BEYOND BUYER'S REASONABLE CONTROL RENDER IT COMMERCIALLY IMPRACTICAL FOR BUYER TO DO SO.

APPLICABLE FOR ORDERS OVER $50,000—CUMULATIVE OR INDIVIDUAL

Executive Order 11246
EQUAL EMPLOYMENT OPPORTUNITY
PART II—NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS
SUBPART B—CONTRACTORS' AGREEMENTS

SECTION 202. Except in contracts exempted in accordance with Section 204 this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

"(3) The contractor will send to each labor union or representative workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 as amended, and by the rules, regulations and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Reddaway01020

FILE COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

Redco

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U.S.A.

SOLD TO
Abex Corporation
Winchester, VA

SHIPPED TO

SHIPPED VIA St. Johnsbury

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS:	SALESMAN	INVOICE DATE	INVOICE NO.
69-00359	PO-124	2% 10th Prox.	H	9/26/85	37315

175 Ft. - 2" x 3/16" Unbranded Heavy Duty Woven Brake Lining	258-620	@$13.60	$ 2380.00	
100 Ft. - 1-3/4" x 1/4"	ditto 258-916	@$14.35	1435.00	
450 Ft. - 2-1/2" x 1/4"	ditto 258-824	@$20.60	9270.00	
125 Ft. - 4" x 1/4"	ditto 258-840	@$32.20	4025.00	
			$ 17110.00	
		Less 80-37%		$ 2155.86

Reddaway01021

SHIP TO

Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

[redacted]
37315

Date Sept. 23, 1985
Date Promised Aug. 28, 1985
9/27/85

Cartons
Bales
Cases

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
69-00359	PO-124	E		Prepay it 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION	
				2330 ea	
175 Ft.	✓		13.60	2" x 3/16" Unbranded Heavy Duty Woven Brake Lining	258-620
100 Ft.	✓		14.35	1-3/4" x 1/4" ditto 1435. ea	258-816
450 Ft.	✓		34.60	2-1/2" x 1/4" ditto 9,270 ea	258-824
125 Ft.	✓		32.20	4" x 1/4" ditto 4625 ea	258-840
				17,110 ea	
				Add to 37315 (2155 ea)	

SHORT ORDER

PACKED BY SHIPPED BY DATE SHIPPED

REDDAWAY MFG. CO., INC.
NEWARK, N. J. 07105

ACKNOWLEDGMENT

Reddaway01022

Date Sept. 23, 1985
Date Promised Aug. 28, 1985
9/27/85
Cartons
Bales
Cases

SHIP TO
Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
69-00359	PO-124	H		Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION
175 Ft.	175'	—	175'	- 2" x 3/16" Unbranded Heavy Duty Woven Brake Lining 258-620
100 Ft.	100'	—	100'	- 1-3/4" x 1/4" ditto 258-816
450 Ft.	450'	—	450'	- 2-1/2" x 1/4" ditto 258-824
125 Ft.	125'	—	125'	- 4" x 1/4" ditto 258-840

SHORT ORDER

PACKED BY | SHIPPED BY | DATE SHIPPED

PRODUCTION COPY

9-26-85

Reddaway01023

FILE COPY

Telephone
201—589-1410

REDDAWAY MANUFACTURING COMPANY, Inc.

AUTOMOTIVE - INDUSTRIAL - OIL FIELD
BRAKE LINING - RIVETS - HARDWARE
CUSTOM BONDING

32 EUCLID AVENUE • NEWARK, N. J. 07105 • U. S. A.

SOLD TO
Abex Corporation
Friction Products Group
Winchester, VA 22601

SHIPPED TO

CUSTOMER'S ORDER NO.	REQUISITION NO.	TERMS	SHIPPED VIA	SALESMAN	INVOICE DATE	INVOICE NO.
69-00359	PO-124	2% 10th Prox.	St. Johnsbury	H	9/23/85	37271

100 Ft. - 1-3/4" x 3/16"	258-616		@$12.10	$ 1210.00	
75 Ft. - 2" x 3/16"	258-620	ditto	@$13.60	1020.00	
325 Ft. - 2-1/2" x 3/16"	258-624	ditto	@$16.55	5378.75	
350 Ft. - 3" x 5/16"	258-1030	ditto	@$29.80	10430.00	
75 Ft. - 3-1/2" x 3/8"	258-1234	ditto	@$41.55	3116.25	
100 Ft. - 5" x 3/8"	258-1250	ditto	@$59.35	5935.00	
				$27090.00	
		Less 80-37%			$ 3413.34

Reddaway01024

SHIP TO

Abex Corporation
Friction Products Group
2410 Paper Mill Road
Winchester, VA 22601

5971

Date Aug. 28, 1985
Date Promised 9/27/85
Cartons
Bales
Cases

CUSTOMER'S ORDER NO.	CUSTOMER'S REQ. NO.	SALESMAN	WEIGHT	SHIP VIA	PREPAID / COLLECT
69-00359	PO-124	H		Prepay if 200#	

ORDERED	FILLED	BACK ORDERED	SHIPPED	DESCRIPTION			
					1210.00	1210.00	
100 Ft.	✓		12.10	1-3/4" x 3/16" Unbranded Heavy Duty Woven Brake Lining			258-616
250 Ft.	75 ✓		13.60	2" x 3/16" 1020 ** ditto	3400	00	258-620
325 Ft.	✓		16.55	2-1/2" x 3/16" 5378 ** ditto	5378	75	258-624
100 Ft.			14.35	1-3/4" x 1/4" ditto	1435	00	258-816
450 Ft.			20.60	2-1/2" x 1/4" ditto	9270	00	258-824
125 Ft.			32.20	4" x 1/4" ditto	4025	00	258-840
350 Ft.	✓		29.90	3" x 5/16" 10430 ** ditto	10430	00	258-1030
75 Ft.	✓		41.55	3-1/2" x 3/8" 3116.25 ditto	3116	25	258-1234
100 Ft.	✓		59.35	5" x 3/8" 5935. ** ditto	5935	00	258-1250
				27010.00	44200	00	
				1 less 80-37%	5569	00	
					3413	34	

PACKED BY SHIPPED BY DATE SHIPPED

OFFICE COPY

Reddaway01025