UNION CARBIDE

INTERNAL CORRESPONDENCE — Daubert Chem.

METALS DIVISION

270 PARK AVENUE, NEW YORK, NEW YORK 10017

PLAINTIFF'S EXHIBIT
UC-2225

To (Name)
Division
Location
Floor Number

Mr. Philip J. Fournier
Records Center
Morrisville, Vermont

LOCATION # 210

Copy to

Mr. R. F. X. Fusaro

Date February 5, 1976

Originating Dept.

Floor Number

Answering letter date

Subject Calidria Asbestos Agreements

Dear Mr. Fournier:

Enclosed please find fully executed copies of the following agreements:

1. Sales agreement between UCC-Calidria Asbestos and Montello, Inc. dated November 5, 1975.

2. Revised Exhibit B of Sales agreement between UCC-Calidria Asbestos and W. R. Grace & Company dated November 25, 1975.

3. Sales agreement between UCC-Calidria Asbestos and Daubert Chemical Company dated November 21, 1975.

4. Revised Exhibit C of Sales agreement between UCC-Calidria Asbestos and Grace Industrial Chemicals, Inc. dated December 1, 1975.

Please acknowledge receipt of the above by signing and returning the duplicate copy of this letter to me.

Very truly yours,

W C Thurber/jl

W. C. Thurber

jl
Encs.4

cc; JLM

To
CALIDRIA ASBESTOS
UNION CARBIDE CORPORATION
P.O. BOX 579
NIAGARA FALLS, N.Y. 14302
ATT: MR. J. L. MYERS
MARKETING MGR.

DATE: SUBJECT:

DAUBERT CHEMICAL COMPANY
1200 JORIE BLVD.
OAK BROOK, IL. 60521
PHONE (312) 986-4600
582-1000

Message 11-25-75 SIGNED DOCUMENT FOR RG-110-EX ASBESTOS

AS PER YOUR REQUEST ATTACHED IS SUBJECT DOCUMENT.

A PURCHASE ORDER HAS BEEN FORWARDED COVERING 10 RELEASES AS PER OUR TELCON.

RECEIVED
JAN 12 1976

SIGNED Wm. L. Haughton

Reply WM. L. HAUGHTON - PURCHASING AGENT
TO DATE:

SIGNED

PLEASE RETURN THIS COPY TO SENDER

Calidria ASBESTOS

THE DISCOVERY COMPANY

UNION CARBIDE CORPORATION • MINING & METALS DIVISION • P.O. BOX 579 • NIAGARA FALLS, N. Y. 14302 • TEL: 716-278-3376

November 21, 1975

Mr. W. Haughton
Daubert Chemical Company
709 Enterprise Drive
Oak Brook, IL 60521

Dear Bill:

Per our recent telephone conversation, you are interested in purchasing ten containers (350,000 lbs.) of RG-110-EX during the next eight months. We will plan to ship two containers (70,000 lbs.) in December 1975 and February 1976, and one container (35,000 lbs.) in each of the following months: January, March, April, May, June and July, 1976.

Your price for RG-110-EX, FAS Oakland, is currently 8.0¢/lb. and will be increased to 9.0¢/lb. on January 1, 1976.

Please sign and return the enclosed copy of this letter and issue a purchase order to King City for the agreed quantity and shipping schedule. A copy of our standard Terms and Conditions is attached.

If possible, we would appreciate at least 30 days advance notice if you wish to change quantities or shipping schedules. We will give you as much notice as possible if we cannot provide the agreed upon quantities.

Very truly yours,

John L. Myers

John L. Myers
Marketing Manager

Accepted and Agreed to

this 25 day of

November, 1975

DAUBERT CHEMICAL COMPANY

By [signature]

Title Vice President

RECEIVED
1975
CALIDRIA

JLM:dal
Enclosures

CC: E. J. Kleber

EXHIBIT A

TERMS & CONDITIONS

1. The purchase price for material sold hereunder shall be Union Carbide's standard list price in effect at the time of shipment. In addition to the purchase price, Buyer shall pay Seller the amount of all governmental taxes, excises and/or other charges (except taxes on or measured by net income) that Seller may be required to pay with respect to the production, sale or transportation of material delivered hereunder, except where the law otherwise provides.

2. Terms of payment are net cash 30 days from date of invoice. In the event Buyer fails to fulfill Seller's terms of payment for the material or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries of material except upon receipt of cash or satisfactory security.

3. Delivery shall be made f.o.b. Seller's plant or warehouse and title and risk of loss of material so delivered shall thereupon pass to Buyer.

4. It is expressly understood that any technical advice furnished by Seller with reference to the use of material is given gratis and Seller assumes no obligation of liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

5. Buyer shall protect and indemnify Seller from and against claims, damages, judgments, expenses and loss arising from infringement or alleged infringement of any patent of the United States or any trade mark, directly or indirectly, arising out of or resulting from Seller's compliance with drawings, specifications or instructions furnished by Buyer to Seller, and Buyer shall defend or settle at its own expense any suit or proceeding brought against Seller for such infringement, provided that Buyer is notified promptly in writing of the commencement of such suit or proceeding and is given authority, information and assistance by Seller for the defense or settlement thereof.

6. Seller warrants that at the time of delivery the material will be of the Seller's standard specifications for the type and grade of the material described herein. THERE ARE NO EXPRESS WARRANTIES BY SELLER OTHER THAN THOSE SPECIFIED IN THIS PARAGRAPH 6. NO WARRANTIES BY SELLER OTHER THAN A WARRANTY OF TITLE AS PROVIDED BY THE UNIFORM COMMERCIAL CODE SHALL BE IMPLIED OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO A WARRANTY OF MERCHANTABILITY AND A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

7. Buyer's receipt of material delivered hereunder shall be an unqualified acceptance of, and a waiver by Buyer of any and all claims (including, but not limited to, claims arising under the express warranties specified in Paragraph 6) with respect to such material unless Buyer gives Seller written notice of claim within thirty (30) days after such receipt. No claim against Seller of any kind, whether as to the material delivered or for nondelivery, and whether or not based on negligence or warranty, shall be greater in amount than the purchase price of the material with respect to which such claim is made. In no event shall Seller be liable to Buyer for any special, indirect or consequential damages, whether or not caused by or resulting from the negli-

gence of, or breach of warranty by, Seller hereunder.

8. Buyer assumes all risks and liability for use of the material; has full knowledge of all hazards to persons and property involved in handling and using the material; and warrants that employees, independent contractors, and others who handle and use the material for Buyer have been advised of all hazards to persons and property involved in handling and using the material. Buyer hereby assumes and agrees to hold Seller harmless from all liability resulting from the use of the material, whether or not such is in combination with other articles or substances or is used in any manufacturing process.

9. The validity, interpretation and performance of the terms hereof with respect to any material delivered (or to be delivered) hereunder shall be governed by the law of the State in which such material is manufactured.

10. No modification or waiver of the terms hereof shall be binding upon Seller unless approved in writing by a duly authorized representative of Seller, or shall be effected by the acknowledgement or acceptance of purchase order forms containing other or different terms whether or not signed by an authorized representative of Seller.

11. Neither party shall be liable for its failure to perform hereunder due to any occurrence beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental law, ordinances, rules and regulations, whether valid or invalid (including, but not limited to priorities, requisitions, allocations and price adjustment restrictions), inability to obtain material, electrical power, equipment or transportation, or any other similar or different occurrence. The party whose performance is prevented by any such occurrence shall have the right to omit during the period of such occurrence all or any portion of the quantity deliverable during such period, whereupon the total quantity deliverable hereunder shall be reduced by the quantity so omitted. If, due to any such occurrence, Seller is unable to supply the total demands for any materials hereunder, Seller shall have the right to allocate its available supply among its customers and its departments and divisions in such a manner as Seller shall deem fair and equitable. In no event shall Seller be obligated to purchase material from others in order to enable it to supply material to Buyer hereunder.