

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the first day of January, 1958, by and between The Eagle-Picher Company, an Ohio Corporation, hereinafter referred to as "Eagle-Picher", and Owens-Corning Fiberglas Corporation, hereinafter referred to as "Owens-Corning".

WITNESSETH:

IT IS AGREED AS FOLLOWS:

(1) DESCRIPTION OF PRODUCTS

(a) "Fenco Mineral Wool Insulating Cement" is defined as a thermal insulating cement manufactured under United States Patent No. 2,237,745, packed in 50-pound multiwall paper bags bearing said patent number.

(b) "Fenco All-Purpose Cement" is defined as a single coat, quick setting, insulating-finishing cement, packed in 50-pound bags.

(2) REQUIREMENTS

Eagle-Picher will manufacture for and sell to Owens-Corning and Owens-Corning will buy from Eagle-Picher, Owens-Corning's requirements of those materials listed under "(1) DESCRIPTION OF PRODUCTS" as (a), (b), such commodities to be under Owens-Corning's trade marks and labels.

(3) PRICES AND TERMS

Prices and terms are set forth in Exhibit A, hereto attached and made a part hereof.

Prices may be revised by Eagle-Picher from time to time on giving notice to Owens-Corning. In the event such revised prices should be unacceptable or unsatisfactory, Owens-Corning may cancel this agreement

by giving Eagle-Picher notice in writing within thirty (30) days after receipt of notice of such revised prices.

(4) QUALITY

Commodities covered by this agreement shall conform to Eagle-Picher's standard sales specifications which apply to said commodities generally offered to the trade by Eagle-Picher.

In the event such specifications are modified or changed by Eagle-Picher, such modifications or changes shall forthwith be communicated to Owens-Corning.

Any claim for defective material, imperfect manufacture, shortage in count, or for any other cause, shall be presented to Eagle-Picher by Owens-Corning within thirty (30) days after Owens-Corning's receipt of such claim from its customers, and no claim shall be made for consequential damages.

(5) SHIPMENTS

Carload and l.c.l. shipments will be made from time to time as the wants of Owens-Corning may require, provided Owens-Corning gives to Eagle-Picher reasonable notice of the amounts of such shipments to enable Eagle-Picher to make and ship same.

(6) CONTINGENCIES

Causes beyond the control of either party, such as strikes, fires, casualties at plants, or other difficulties which make it impossible to fulfill the requirements of this agreement, shall constitute an excuse for non-performance during the period of such disability.

Eagle-Picher may add to the price stated herein any taxes or other charges imposed by governmental authority upon the sales, shipment, or use of said commodities.

(7) PATENTS

Eagle-Picher shall protect and indemnify Owens-Corning from and against all claims, damages, judgments, expenses and loss arising from the infringement or alleged infringement of any patent of the United States by any of the goods delivered hereunder; but Eagle-Picher does not warrant against infringement by reason of the use thereof in combination with other materials or in the operation of any process; and Eagle-Picher shall defend or settle at its own expense any suit or proceeding brought against Owens-Corning for such infringement, provided that Eagle-Picher is notified promptly in writing of the commencement of such suit or proceeding and is given authority, information and assistance by Owens-Corning for the defense or settlement thereof.

(8) DURATION

This agreement shall be operative for a period of one (1) year and shall continue thereafter, subject to termination by either party at any time after one (1) year subsequent to the date of executing hereof on giving the other twelve (12) months' notice in writing.

In the event of termination, Owens-Corning shall purchase from Eagle-Picher at Eagle-Picher's cost such bags bearing Owens-Corning design which Eagle-Picher may have on hand at the effective date of such termination.

(9) ASSISTANCE TO BE FURNISHED BY EAGLE-PICHER

Eagle-Picher will furnish to Owens-Corning

(a) Such sales help and counsel as Eagle-Picher Sales and Engineering Departments may be equipped to afford.

(b) Standard size samples, free of charge, in packages which will be paid for by Owens-Corning, F.O.B., Joplin, Missouri,

(10) ASSIGNMENT

This agreement shall not be assignable by either party unless the written consent of the other is first had and obtained.

(11) ENTIRE AGREEMENT

There is no understanding or agreement regarding this contract other than shown herein.

Executed in duplicate as of the day and year above written.

WITNESSES:

THE EAGLE-PLUMER COMPANY

BY

W. L. Christensen

WITNESSES:

CHRYSLER-CORPUS FINANCIAL CORPORATION

BY

John W. M. Roney

EXHIBIT "A"

OWENS-CORNING FIBERGLAS CORPORATION

NATIONAL DISTRIBUTORS' PRICE LIST

FENCO MINERAL WOOL CEMENT }
FENCO ALL-PURPOSE CEMENT } : Current Eagle-Picher T-1 (Distributor) Price,
Leas 12% of Published Price, Carload or LCL,
Subject to the Following Conditions:

1. Carload orders only will be acceptable in the States of Montana, Wyoming, Colorado and New Mexico, and any states west thereof.

2. Freight on carload shipments will be allowed up to 80¢ per cwt. after equalizing freight from Trenton, New Jersey; Waukegan, Illinois; and Pittsburg, California, whichever is nearest to destination.

3. Freight on LCL shipments will be allowed up to \$1.25 per cwt., after equalizing freight from Trenton, New Jersey, and Waukegan, Illinois, whichever is nearest destination.

4. In all cases, the 12% discount will apply on the published price of Eagle-Picher Super "66", in the case of shipments of Fenco Mineral Wool Cement, and on the published price of Eagle-Picher One-Cote Cement, in the case of shipments of Fenco All-Purpose Cement. When the destination of a shipment is such that excess freight (over and above the freight allowance applicable) is charged, no commission will apply on the excess freight.