T. C. WALKER

1/20/77 Copy Contract JFK

FEBRUARY 21, 1974

MRS. MARGUERITE [illegible]STFALL
PATENT LAW

R. H. SCHAKE

DOW VINYL CHLORIDE MONOMER CONTRACT

Attached for filing in the vault is original fully executed contract number I.C. 10776 dated December 26, 1973 between Dow Chemical, U.S.A. and Firestone covering Firestone's vinyl chloride monomer purchases for delivery to the Pottstown, PA and Perryville, MD plants for the period January 1, 1976 through December 31, 1980.

Also attached is Mr. Dean R. Webb's February 7, 1974 cover letter to Mr. R. H. Schake.

PURCHASING DEPARTMENT

RHS:cs
cc: S. T. Wepsic
W. P. Bray
T. C. Walker
J. T. Leonard

Attachment

Pc: Mr. J. J. McCoskey 8/1/80

RECEIVED
FEB 22 1974
T. C. WALKER

OCC 017157

DOW CHEMICAL U.S.A.

Send copy to Vault & STW WPB FJWalker/JJDcenard

February 7, 1974

1804 ILLUMINATING BLDG.
65 PUBLIC SQUARE
CLEVELAND, OHIO 44113
216 · 861-5925

Mr. R. H. Schake
Purchasing Department
The Firestone Tire & Rubber Co.
1200 Firestone Parkway
Akron, Ohio 44317

Dear Bob:

Attached you will find the executed contract #IC-10776 covering vinyl chloride.monomer for the period commencing January 1, 1976 and extending through December 31, 1980. I have had the addition on Page 2 properly initialed by Jim Williams and have attached the specifications in Exhibit A as required by the agreement.

It has been almost a year since we began talking about this contract extension and I trust that you are as happy about bringing it to a successful conclusion as I am.

We are certainly looking forward to being of continued service to Firestone

Very truly yours,

Dean R. Webb
Corporate Account Manager

Enc.

bh

CC: Mr. W. P. Bray - Firestone
Mr. S. T. Wepsic - Firestone

RECEIVED
FEB 8 1974
R. H. SCHAKE

CONTRACT NUMBER I.C. 10776

AGREEMENT made this 26th day of December, 1973, between Dow Chemical U.S.A., an operating unit of The Dow Chemical Company, a Delaware corporation, with executive offices in Midland, Michigan, herein called "Dow" and The Firestone Tire & Rubber Company, an Ohio corporation with offices in Akron, Ohio, herein called Firestone.

W I T N E S S E T H:

WHEREAS, Dow a manufacturer of vinyl chloride monomer complying with the specifications set forth in Exhibit A attached hereto, hereinafter called "VCM", wishes to sell the same to Firestone upon the terms and conditions hereinafter set forth; and

WHEREAS, Firestone desires to purchase the same from Dow upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is agreed between the parties as follows:

1. The term of this Agreement shall be the period commencing January 1, 1976 and ending December 31, 1980.

2. Firestone agrees to purchase from Dow and Dow agrees to sell to Firestone during the term of this Agreement the following quantity of VCM:

Firestone's minimum obligation shall be its requirements for consumption at Firestone's plants at Pottstown, Pennsylvania and Perryville, Maryland up to two hundred forty million pounds per calendar year. 240mm

Dow's maximum obligation shall be Firestone's said consumption requirements up to two hundred fifty million pounds per calendar year, but not to exceed twenty-one million pounds in any month. 250mm

3. Dow shall provide the VCM F.O.B. Plaquemine, Louisiana or Freeport, Texas at Dow's option in tank cars furnished by Dow. Title and risk of loss shall pass to Firestone when accepted by the common carrier at the shipping point.

4. Invoices for all VCM delivered hereunder shall be accumulated and submitted monthly and shall be paid within ten (10) days from the date of the invoice.

5. Firestone shall place orders by the 15th day of the preceding month and shall take deliveries subject to the limitations of Article 2 above. If Firestone should fail during any month to order out such monthly quota, it shall be deducted from contract. Dow's obligation to supply in any month shall not exceed the quantity ordered.

6. Failure of Firestone to pay any invoice for goods shipped hereunder in accordance with the terms of this contract shall constitute a breach of the whole contract permitting Dow to suspend deliveries until such breach is cured or to cancel the contract. Any such suspension or cancellation shall be in writing. Dow's election to suspend deliveries shall not preclude it from subsequently cancelling. Any such cancellation for failure to pay may be voided by buyer curing the breach within fifteen days from the date of sending such notice.

7. In the event of war, fire, flood, strike, labor trouble, accident, riot, act of governmental authority, Acts of God, or contingencies beyond the reasonable control of the parties, interfering with the production, supply, transportation, or consumption practice of the party at the time respecting the goods covered by this contract, or with the supply or terms deemed by Dow to be practicable of any raw material (including energy source) used in connection therewith quantities so affected shall be eliminated from the contract without liability, but the contract shall otherwise remain unaffected. Dow may, during any period of shortage due to any of said causes, allocate its supply of such raw materials or goods among its various uses therefor (e.g. manufacturing and sales) in such manner as Dow considers practicable.

8. Dow warrants that the goods supplied hereunder shall conform to the description stated herein; that it will convey good title thereto; that such goods shall be delivered free from any lawful security interest or lien or encumbrance unknown to Firestone; and that such goods shall be of merchantable quality. THERE IS NO WARRANTY THAT GOODS SUPPLIED HEREUNDER SHALL BE FIT FOR ANY PARTICULAR PURPOSE NOR IS THERE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY PROVIDED HEREUNDER.

9. Dow shall not be liable for any incidental or consequential damages. Dow's liability and Firestone's exclusive remedy for any cause of action arising out of this contract is expressly limited at Firestone's option to replacement of nonconforming goods at the F.O.B. point stated hereunder or payment not to exceed the purchase price of the goods for which damages are claimed.