PLAINTIFF'S EXHIBIT

CT-881

SULZER BROS. INC., NEW YORK, N.Y. 10017
200 Park Avenue

SULZER

GENERAL CONDITIONS OF SUPPLY

Appendix to PROPOSAL
No. B-596
Dated January 7, 1980

TELEPHONE:

(212) 949-0999

Cable Address: Sulfre New York
Telex: WUI-620219 SULBRO
DOMESTIC—127297 SULFRE NYK

Certain Teed Corporation
Pipe and Plastics Group
1400 Union Meeting Road
Blue Bell, PA. 19422

Attn: Mr. F. E. Hawkins

YOUR REFERENCE	YOUR LETTER OF	OUR REFERENCE	DATE
		Mo/uk	January 7, 1980

RE: Machines for Slurry Preparation
for Asbestos-Cement Pipe Plants

Prices: The prices quoted are for delivery and are based on the terms of payment given below

Packing:

FREIGHT:
INSURANCE:
CUSTOMS:
DELIVERY TIME: See our Proposal.
FORWARDING ADDRESS:
MEANS OF TRANSPORTATION:
SHIPPING:

Terms of payment: Payment is to be made in the amounts indicated, without deduction of expenses, discount, taxes or fees, etc., of any kind, as follows:

See our Proposal.

CTD029085

The **General Conditions of Supply** given hereafter are binding in all respects unless otherwise expressly agreed upon in writing. Special conditions of the purchaser which are contrary to these General Conditions of Supply are valid only if we have accepted such special conditions in writing.

GENERAL CONDITIONS OF SUPPLY

1. The Contract

The following terms, together with (i) such terms as are set forth on the face of Sulzer's Bid Form or Confirmation of Order, (ii) such plans, specifications or other documents as are incorporated by reference on the face of Sulzer's Bid Form or Confirmation of Order and (iii) such additional terms as are approved in writing by Sulzer, shall constitute the entire contract between Sulzer and Buyer. Sulzer hereby gives notice of its objection to and rejection of any different or additional terms. An offer by Sulzer in connection with a Bid Form which does not stipulate an acceptance date on its face is not binding.

2. Price

Except as may be specifically provided on the face of Sulzer's Bid Form or Confirmation of Order or as may be otherwise agreed upon in writing by Sulzer and Buyer, the price stated on the face of Sulzer's Bid Form or Confirmation of Order is net without any deductions whatsoever. All additional costs, including (but not limited to) charges for freight, packing, carriage, insurance, customs duties, fees for export, transit, import and such other permits and certificates as may be necessary, shall be borne by Buyer. If charges for packing, freight, carriage, insurance, customs duties or other additional costs are separately stated on the face of Sulzer's Bid Form or Confirmation of Order and included in the price stated thereon, Sulzer reserves the right to adjust its price should the costs on which such additional charges are based be modified.

3. Taxes

Unless otherwise agreed in writing, Sulzer's prices are exclusive of any federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to the transaction, the equipment, its sale, its value or its use, or any services performed in connection therewith, and Buyer agrees to pay or reimburse any such taxes which Sulzer or Sulzer's subcontractors or suppliers are required to pay.

4. Terms of Payment

Except as otherwise provided on the face of Sulzer's Bid Form or Confirmation of Order, payment shall be due Sulzer thirty (30) days after Buyer's receipt of invoice. If Buyer does not observe the agreed dates of payment, Buyer shall, without any requirement of formal notice from Sulzer, pay interest to Sulzer on overdue amounts from the date(s) due, at the higher of 9 percent per annum or at a rate 5 percent in excess of the rate borne from time to time by new issues of six-month United States Treasury bills. Payment of such interest does not release Buyer from its obligation to make payments when due.

If, in the judgment of Sulzer, the financial condition of the Buyer, at any time during the manufacturing period or at the time the equipment is ready for shipment, does not justify the continuance of the work to be performed by Sulzer hereunder or the terms of payment specified, Sulzer may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Sulzer shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges and expenses. Sulzer's rights under this paragraph are in addition to all rights available to it at law or in equity.

5. Delivery Time

The date(s) specified for delivery on Sulzer's Bid Form or Confirmation of Order are approximate and shall be reasonably extended if: (a) information required by Sulzer from Buyer to execute the order is not received in a timely manner or if changes which delay delivery are agreed upon by Sulzer and Buyer; (b) Sulzer is not able to make timely delivery by reason of hindrances which, despite due care, Sulzer cannot avoid (inclusive of those occuring in the works of its major suppliers), such as epidemics, act of civil or military authority, mobilization of armed services, war, riots, strikes, boycotts, picketing, lock-outs or other disturbances, serious breakdowns, accidents, labor conflicts, delayed or deficient delivery of necessary raw materials or semi-manufactured and manufactured products, the need to scrap important components due to defective casting, official or other measures of whatever kind, transport difficulties, natural catastrophies and acts of God; or (c) if Buyer is behind schedule with work which it has to carry out, or late in fulfilling its contractual obligations (including, but not limited to failure by Buyer to observe the terms of payment).

Sulzer shall not be liable for any loss or damage to Buyer resulting from any delay in delivery.

6. Inspection and Testing

If tests are made by Buyer to demonstrate the ability of the equipment to operate under the contract conditions and to fulfill the warranties herein set forth, Buyer is to make all preparations and incur all expenses incidental to said tests. Sulzer will have the right of representation at said tests but will make no charge for the expense of such representation.

To assure itself that the equipment is in proper adjustment and in condition to undergo tests, Sulzer may require, and buyer will consent to conduct, a preliminary run made under the technical direction of Sulzer. Should the preliminary run indicate performance not meeting the warranties hereinafter set forth, Buyer will permit adjustment and/or inspection of the equipment by Sulzer before proceeding with the official test if Sulzer so requests. The Sulzer representative shall be a party to all observations during the test and shall have the right to technically direct the operation of the equipment during testing.

7. Termination; Cancellation

Buyer shall have the right to terminate this contract in whole or in part, upon 15 business days prior written or telegraphic notice to Sulzer, whenever it deems such action to be in its best interest, and Sulzer shall thereupon stop all performance under this contract except as otherwise directed by Buyer. In the event Buyer so cancels this contract, Buyer shall pay to Sulzer: (a) the agreed unit prices for equipment (or components or units of components) delivered and work completed; (b) the costs and expenses incurred by Sulzer directly connected with work in addition to that in (a) above under this contract prior to the date of cancellation; (c) six percent (6%) of the costs and expenses referred to in (b) above in lieu of profit; and (d) such other costs and expenses, including cancellation charges under subcontracts, as Sulzer may incur in connection with such cancellation; provided, however, that under no circumstances shall the total of such payments exceed the total contract price.

8. Risk of Loss

Risk of loss of or damage to the equipment shall pass from Sulzer to Buyer upon delivery of the equipment at the F.O.B. point designated on the face of Sulzer's Bid Form or Confirmation of Order, regardless of whether title has passed to Buyer, transport is arranged or supervised by Sulzer, or erection or start-up is carried out under the direction or supervision of Sulzer.

9. Technical Documents

Technical documents, furnished by Sulzer to Buyer, such as drawings, descriptions, illustrations, designs and the like, shall be deemed provided to Buyer on a confidential basis, shall remain Sulzer's exclusive property and shall be neither copied nor reproduced nor communicated to a third party in any way whatever nor used by Buyer for any purpose other than operation and maintenance. Technical documents submitted in connection with a Bid Form which does not result in an order shall be returned to Sulzer upon request.

Information in technical documents shall serve as an approximate indicator only unless otherwise agreed in writing.

10. Warranty

Sulzer warrants that the equipment will be the kind and quality described in the contract and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within twelve (12) months of the date of delivery, Sulzer shall, in complete fulfillment of its liabilities under this warranty,if given prompt notice by Buyer, correct by repair or replacement F.O.B. Buyer's factory any nonconformity which shall appear under proper storage, installation, maintenance and use of the equipment. The Buyer shall make the equipment available for correction. In no event will Sulzer be responsible for providing access to the defective part or parts or for disassembly, removal, or reinstallation of the equipment or components thereof.

Correction of nonconformities in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of Sulzer to the Buyer, whether based on contract, negligence or otherwise, with respect to such equipment.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTIES OF QUALITY, WHETHER EXPRESS OR IMPLIED.

11. Patents

(a) Sulzer warrants that the equipment and any component part thereof, in the particular form sold by Sulzer, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Sulzer shall defend or may settle, at its expense, any suit or proceeding against Buyer and any subsidiary or affiliated company so far as based on a claimed infringement which would result in a breach of this warranty, and Sulzer shall pay all damages and costs awarded therein against the Buyer due to such breach. The foregoing states Sulzer's entire liability for patent infringement.

(b) The preceding paragraph shall not apply to any equipment or component part manufactured to Buyer's design, or to the use of any equipment or component part sold hereunder in conjunction with any other product in a combination not furnished by Sulzer as part of this transaction. As to any such equipment, component part or use in such combination, Sulzer assumes no liability whatsoever for patent infringement and Buyer shall indemnify Sulzer against any infringement claims arising therefrom.

12. Limitation of Liability

Sulzer shall not be liable for special, indirect, incidental or consequential damages such as, but not limited to, loss of profits or revenue, damage or loss of other property or equipment or cost of capital. The remedies of Buyer set forth herein are exclusive, and Sulzer's liability with respect to any contract or sale or anything done in connection therewith, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the cost of the equipment or part on which such liability is based.

Equipment sold hereunder shall not be used in connection with any nuclear facility or activity which is not a "licensed activity" within the meaning of 42 U.S.C. § 2014 (p); and in the event equipment is used in connection with a nuclear facility or activity which is not a "licensed activity," Sulzer disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify Sulzer against any such liability whether in contract, in tort, under any warranty, or otherwise.

13. Governing Law

This contract shall be governed by and construed in accordance with the laws of the State of New York.

SULZER®

	Group activity programme
Energy	High-pressure steam generating plants Medium- and low-pressure boiler installations District heating systems Components for nuclear power stations Valves and control systems for conventional and nuclear power stations Combined cycle power plants Gas turbines Diesel engines Water turbines, pump-turbines and storage pumps Equipment for hydraulic power stations Power-recovery plants
Plant engineering, process engineering	Refrigerating plants, cryogenics Heat pumps Heat exchangers Distillation, absorption Evaporation and crystallization plants Furfural production plants Combined process stages and digestion plants Plants for the pickling of metals Water and waste-water treatment plants Water cooling systems Asbestos-cement manufacturing plants Plants for the pulp, paper and board industry Plants for the manufacture of mill board Industrial centrifuges Fluid bed and drum driers Cooling drums Mixing processes
Transportation of liquids and gases	Pumps for the energy sector, water transport and industrial requirements Rotary compressors and rotary blowers Piston compressors (also oil-free compression) Reciprocating compressors for very high pressures Turbocompressors Vacuum blowers for paper machines Vacuum pumps Spherical pressure vessels
Transportation of people and goods	Diesel engines for marine propulsion Controllable-pitch marine propellers Locomotives and railcars
Textile industry	Weaving machines Circular knitting machines
House engineering	Air conditioning and heating systems Plumbing, fire-protection and electrical installations
Hygiene and medicine	Irradiation plants Hygienization plants Medical engineering products
Industrial equipment	Electronic regulating and control devices, instrumentation Measurement and operating data collection systems Electromagnetic speed variation couplings Gears Packing machines Plastics processing machinery
Foundries	Cast iron, SG iron, cast steel, heavy- and light-metal castings, precision (investment) castings
Fabrication contracts	Mechanical processing
Engineering	Engineering of complete plants

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