



~~Not Deck-Grace-Any pertinent comments?~~
 INTERNAL CORRESPONDENCE

MINING AND METALS DIVISION

P. O. BOX 579, NIAGARA FALLS, NEW YORK 14302

To (Name) Mr. G. E. Grayson
 Division Law Department
 Location New York, New York

**PLAINTIFF'S
 EXHIBIT**

UC-921

Date February 22, 1972

Originating Dept.

CALIDRIA Asbestos - Marketing
 Research and Development Department

Answering letter date

Copy to Mr. J. W. Rawlings
 Mr. P. L. Reiber
 KC-File
 NF-File

Subject Distribution of CALIDRIA Asbestos Products
 by W. R. Grace

We want to expand the Subject in two different ways: (1) Have Grace handle additional products in the Territory of our current agreement on a non-exclusive basis and (2) Have Grace resell RG-144 and RG-244 (only as SX-14 and SX-24, respectively) in other countries.

The main points of (1) would include:

- a) Products: SG-100, SG-200, SG-210, HPP, HPO, T-135-P, T-135-O, CG-135-P, CG-135-O, and others which may become appropriate.
- b) Unless mutually agreeable and justified by volume, Products would be packaged as they are for domestic sale.
- c) Products to be sold to Grace, f.o.b. King City, at published prices less 10% discount (We could handle shipping and prepay freight for subsequent invoicing).
- d) We would provide technical/marketing assistance and literature as needed.
- e) Pertinent items from standard agreements and/or the one between UCASIAL and Tomoe - we want Grace to become the "Tomoe of Europe".

The second way to expand our use of Grace is to let them resell SX-14 and SX-24 in other parts of the world. Since these products are "theirs" they would essentially have an exclusive; but we would not discourage the sales of RG-144 and RG-244 by local UCC offices and/or their agents. Pertinent agreement terms would be:

- a) Products: SX-14 and SX-24
- b) Excluded countries: United States, Japan, Canada
- c) Products to be sold to Grace, f.o.b. King City, at published prices (for RG-144 and RG-244) less 10% discount.
- d) We would provide technical/marketing assistance but not literature.
- e) Appropriate items from standard agreements.

The first drafts of the above should be very informal as they will be used primarily to initiate discussions with Grace.

I would appreciate comments from any of the addressees.

John L. Myers
 John L. Myers

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/cvb