

NATIONAL LEAD COMPANY

111 BROADWAY

NEW YORK

HAROLD ROWE

June 26, 1942

Mr. E. B. Nelson, Div. Pur. Agt.  
E. I. du Pont de Nemours & Co., Inc.  
Wilmington, Delaware.

Dear Mr. Nelson -

This is to confirm the agreement arrived at in our conference yesterday with Mr. Richter and Mr. Elliott with reference to the contracts under which National Lead Company has been furnishing E. I. du Pont de Nemours & Co., Inc., their requirements of white lead products since February 3, 1938. It is our understanding that those contracts are now to continue in force up to and including June 30, 1944, the terms and conditions to remain as originally written with the exception of certain minor changes noted below.

CONTRACT COVERING WHITE LEAD-DE-OIL IN KEGS.

The following paragraphs shall be substituted for those bearing corresponding numbers in the original contract.

1. The white lead-in-oil furnished under this contract shall be the type known as Heavy Paste or that known as Soft Paste, as ordered by Buyer. The pigment content of both pastes shall consist of basic lead carbonate of the same quality as Seller furnishes to its own trade.

2-a. TURPENTINE or MINERAL SPIRITS, as specified by Buyer. To be supplied at Buyer's option. If not so supplied, it shall be furnished by Seller and the quantity used in the white lead-in-oil shipped each month shall be separately invoiced at the end of each month at the Seller's net cost for the month of shipment.

4. Seller shall mix and grind the white lead, linseed oil and turpentine (or mineral spirits) in accordance with Buyer's specifications, and shall pack and store the white lead-in-oil for shipment as directed by Buyer. For these services

-----continued on Sheet 2.

# National Lead Company

June 26, 1942

Continuation

Mr. E. B. Malan, Div. Pur. Agt.  
E. I. du Pont de Nemours & Co., Inc.  
Wilmington, Delaware.

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Seller shall charge Buyer at the following rates:

| For every 100% of white lead-in-oil<br>packed in 600 lb. packages |   |   | \$   |
|-------------------------------------------------------------------|---|---|------|
| 500                                                               | " | " | .178 |
| 250                                                               | " | " | .195 |
| 100                                                               | " | " | .23  |
| 50                                                                | " | " | .30  |
| 25                                                                | " | " | .40  |
| 12 1/2                                                            | " | " | .575 |
| 5                                                                 | " | " | 2.58 |
| 1                                                                 | " | " | 4.60 |

F.O.B. Seller's manufacturing plants at Brooklyn, N. Y.,  
West Pullman, Ill., or Malrose, Calif., as ordered by  
Buyer, freight and/or cartage to be paid by Buyer.

Memorandum invoices shall be rendered as of the date of shipment,  
and one bill with extensions at the end of each month covering all  
deliveries made during that month.

5. Payment of all charges against Buyer hereunder shall be made on or  
before the 15th day of the calendar month next following that for  
which Seller's invoices are rendered.

6. Fires, strikes, accidents and other causes beyond the control of  
either party, while operative, shall relieve the party affected thereby  
from buying or selling hereunder, and corresponding quantities may be  
cancelled at the option of either upon written notice to the other.

Each delivery shall stand and be treated as a separate sale and if  
payment is not made in accordance with the terms of this contract, Seller  
to have the option to cancel the undelivered portion thereof. The Buyer  
shall reimburse the Seller for all taxes, duties or other charges which  
the Seller may be required to pay to any Government (national, state or  
municipal) upon the sale, production or transportation of the commodities  
sold hereunder.

## CONTRACT COVERING DRY WHITE LEAD AND GRINDERS' LEAD.

The only change is revising Section 5 to read the same as Section 6  
in the "White Lead-in-Oil in Kegs" contract mentioned above.

Local deliveries of Defunt white lead-in-oil from our Brooklyn Plant  
are frequently made by our trucks. It has been our practice to charge cartage  
on the gross weight at 12¢ per pound for Greater New York and 13¢ per pound for  
Newark. In order to cut down clerical work in your office and ours we suggest

.....continued on Sheet 3.

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