PLAINTIFF'S EXHIBIT
GP-2096

CC: C. G. Shuttleworth - Paoli
G. A. Wilson - Paoli
E. B. Hollingsworth - Paoli
R. Smith - Ardmore
K. W. Brown - Acme Plant

May 3, 1962

Mr. J. A. Mariam
Gypsum Products Manager
Johns-Manville Sales Corporation
22 East 40th Street
New York 16, New York

Dear Joe:

I have a copy of Johns-Manville Complaint Report KB-3, on 5/8" thick 2' X 8' Fire-tard Gypsum Backer shipped out of Acme, Texas to Grissom Fowler in Colorado Springs, Colorado.

I would like to call your attention to two problems relative to Johns-Manville Complaints which make it difficult to handle them to your satisfaction. The report covers material supposedly shipped on December 26th, applied by the contractor on January 17th and the complaint report is dated February 11th. Here it is better than nine weeks later that this report is received in Ardmore. I find no further record of it in our files and am wondering if the plant gets this complaint as delayed as this.

You cannot expect to get service on complaints if they are not followed through more rapidly than this.

The second matter is the problem of making an adjustment. The salesman is recommending a credit be issued to the account for $77.00 or 7¢ per square foot based on 1100 square feet of material being defective. As we have discussed many times recently, the basis of any adjustment from Bestwall to Johns-Manville as covered in the contract is the replacement of defective material at the cost to Johns-Manville from Bestwall plus freight from the Shipping Plant to the destination point. If Bestwall is to make any such adjustment as this, there must be something to enable the plant to determine that the material is defective in manufacture or in shipment as the result of poor loading or bracing. Specifically, in this particular complaint there appears that no sample was submitted. The description is such that the problem could easily have arisen due to rough handling at the dealer's place of business or on the job. On this basis, it would be extremely difficult for the plant to conclude that the material was defective insofar as they were concerned.