

Bird
Incorporated

PLAINTIFF'S EXHIBIT

BIR-126

TO: Frank Anthony, D. S. Burks, J. Zilfi

FROM: W. C. Kinsey

SUBJECT: CertainTeed

DATE: May 7, 1984

Attached is a copy of the signed CT Mat Contract.

DSB should prepare a response for Mike Hill and Mike Noone as per Bob's request.

WCK/gl

BIRD 010756

CertainTeed Corporation
Shelter Materials Group
P.O. Box 860
Valley Forge, PA 19482
(215) 687-5000

CertainTeed

April 27, 1984

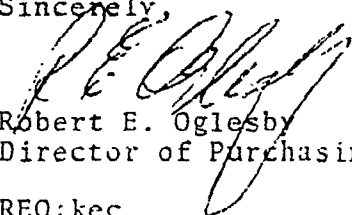
Mr. W.C. Kinsey
Bird Incorporated
East Walpole, MA 02032

Dear Bill:

Attached is a signed copy of the Purchase Agreement for glass mat.

Please have someone respond to M.A. Hill, copy to M.J. Noone and D.E. Sharpe as to your concurrence with the customer acceptance standard in Mike Hill's memo.

Sincerely,



Robert E. Oglesby
Director of Purchasing

REO:kec

cc:	D.E. Sharpe	VF/SMG 2A
	J.R. Paul	VF/SMG 2A
	M.A. Hill	Blue Bell, PA
	M.J. Noone	Blue Bell, PA
	C.C. Carfrey	Tacoma Plant
	D.T. Goggans	Savannah Plant



April 25, 1984

CertainTeed Corporation
P. O. Box 860
Valley Forge, PA 19482

Attention: Robert Oglesby

RE: Glass Mat Purchase

Gentlemen:

This letter will confirm our agreement with respect to the sale of glass mat by Bird Incorporated ("Bird") to CertainTeed Corporation ("CertainTeed"). The parties agree:

1. Sale of Goods. Bird shall sell to CertainTeed fiberglass shingle mat (2.0 lb, 36" width) and built-up roof fiberglass mat (Type IV, 36" width) (collectively referred to as the "goods") in accordance with the schedule set forth in paragraph 2. Bird shall be obligated to sell CertainTeed goods having widths other than the standard 36" subject to its ability to supply same.

2. Purchase Schedule. CertainTeed shall confirm monthly orders with Bird at its Charleston, South Carolina glass mat plant by no later than the twentieth (20) day of the month preceding the month in which delivery of the goods by Bird is desired (e.g., February 20, 1984 for the March, 1984 order). CertainTeed shall purchase and Bird shall deliver the monthly allotment of goods in accordance with the following schedule:

<u>Month</u>	<u>Quantity (Tons)</u>	
	<u>2.0 lb. shingle mat</u>	<u>Type IV BUR mat</u>
March 1984	280	15
April 1984	345	15
May 1984	415	15
June 1984	360	15
July 1984	320	15
August 1984	400	15
September 1984	320	15
October 1984	425	15
November 1984	300	15
December 1984	180	15
January 1985	335	15
February 1985	335	15
March 1985	335	15
April 1985	335	15

Bird Incorporated, East Walpole, Massachusetts 02032/(617) 668-2500

BIRD 010758

<u>Month</u>	<u>Quantity (Tons)</u>	
	<u>2.0 lb. shingle mat</u>	<u>Type IV BUR mat</u>
May 1985	335	15
June 1985	335	15
July 1985	335	15
August 1985	335	15
September 1985	335	15
October 1985	335	15
November 1985	335	15
December 1985	335	15
January 1986	335	15
February 1986	335	15
March 1986	335	15
April 1986	335	15
May 1986	335	15
June 1986	335	15
Total	9,375 tons	420 tons

3. Variation from Purchase Schedule. CertainTeed shall have the right to increase or reduce the tonnage of such monthly order by ten (10%) percent from the monthly purchase schedule amounts listed in paragraph 2. Bird shall be obligated to sell CertainTeed under this agreement no more than one hundred and ten (110%) percent of the amount set forth in the monthly purchase schedule for that month and, to the extent a monthly purchase exceeds the amount set forth in the schedule by up to ten (10%) percent, Bird's obligation to sell such excess shall be contingent upon its ability to supply same.

4. Price. (a) The price for the goods delivered from March 1, 1984 to and including December 31, 1984 shall be as follows:

2.0 lb., 36" shingle mat - \$1.45 per square
Type IV, 36" BUR mat - \$1.55 per square

(b) Goods delivered from January 1, 1985 to and including June 30, 1985 shall be subject to a price increase not to exceed \$0.05 per square, provided (a) the price increase is exclusively attributable to cost increases incurred by Bird in the purchase of glass fibers after March 1, 1984, and (b) Bird gives CertainTeed thirty (30) days advance notice of the increase.

(c) The price for goods delivered from July 1, 1985 to and including December 31, 1985 shall be as follows:

2.0 lb., 36" shingle mat - \$1.50 per square
Type IV, 36" BUR mat - \$1.60 per square

Said prices shall be increased on a straight cost pass through basis in the event that the cost to Bird for glass fiber or resin or both is increased. The March, 1984 costs for these raw materials is as follows:

Glass Fiber - \$.44 per pound dry weight
Resin - \$.30 per pound dry weight

(d) The price for goods delivered from January 1, 1986 to and including June 30, 1986 shall be the greater of existing prices for 2.0 lb, 36" shingle mat and Type IV, 36" BUR mat at year end 1985 or \$1.60 for shingle mat and \$1.70 for BUR mat. These prices shall be subject to the same price escalation set forth in (4) (c) above: prices shall be increased on a straight pass through basis in the event that the cost to Bird for glass fiber or resin or both is increased.

5. Delivery. Delivery of the goods shall be made F.O.B. at Bird's Charleston, South Carolina glass mat plant. Identification of the goods shall occur when they are placed in the hands of the carrier. CertainTeed shall, at its option, select the most appropriate form of transportation (i.e., carload or truckload).

6. Payment. CertainTeed shall pay Bird for each monthly order of goods net within thirty (30) days of its delivery to CertainTeed.

7. Quality Specifications. Bird warrants that the mat purchased hereunder shall be free of defects in material and workmanship; that it has good title to the mat; and upon delivery to CertainTeed such mat will be free of any liens, claims or encumbrances by third parties. Bird further warrants that the Type IV BUR mat shall conform to the quality specifications set forth in Bird's "Typical Technical Data for Bird Glass Type IV BUR Mat (Product Code 6521)", November 1983, a copy of which is attached to and incorporated by reference in this agreement. The 2.0 lb. glass shingle mat shall conform to the quality specifications set forth in (a) Bird's "Typical Technical Data for Bird Glass Shingle Mat (Product Code 6521)", November 1983 and (b) a letter dated January 10, 1984 from S.E. Martin of Bird to Paul Grove of CertainTeed, copies of which are attached to and incorporated by reference in this agreement. CertainTeed shall notify Bird of the failure of any goods to meet these quality specifications or any other failure to comply with the terms of this warranty, in writing within thirty (30) days of delivery.

8. Patent Indemnification. Bird agrees to defend and hold CertainTeed harmless from all damages, costs or expenses (including attorneys' fees) arising out of or in connection with any claim, lawsuit or cause of action by any third party that any mat, manufacture or use thereof infringes any patent or trade secret.

9. Default.

(a) Bird shall be in material default of this agreement if it fails to deliver a monthly order of goods on or before the fifteenth (15th) day of the month following the delivery month specified in paragraph 2 or, upon timely notification by CertainTeed, less than eighty (80%) percent of a monthly order of goods meets the applicable quality specification and warranty set forth in paragraph 7.

(b) CertainTeed shall be in material default of this agreement if it fails to purchase or accept delivery of the requisite amount of goods set forth in paragraphs 2 and 5 or if it does not meet its payment obligations as set forth in paragraphs 4 and 6.

(c) Either party shall have the option to terminate this agreement upon the occurrence of any material default by the other which remains uncured for more than fifteen (15) days after written notice thereof.

10. Force Majeure. Each party shall be relieved of its obligations to make or take deliveries of glass mat under this agreement to the extent and so long as it is delayed in or unable to perform such obligations by reason of any cause beyond its reasonable control including, but not by way of limitation, acts of God, acts of governmental authority, civil commotion, embargoes, fire, flood, or other casualty, accidents, shortages of materials from usual sources of supply, strikes, or other labor troubles affecting production of the goods.

11. Assignment. This agreement shall not be assigned by either party without the written consent of the other.

12. Waiver of Default. Any waiver by either party of any default by other under the agreement shall not constitute a waiver of any subsequent or other default nor modify any other term or condition of this agreement.

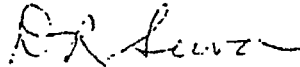
13. Notices. Any notices and communications contemplated in paragraph 8 of this agreement shall be in writing and shall be mailed by Certified or Registered Mail, return receipt requested, to the address below or to such other address as may be from time to time designated in writing:

TO: Bird Incorporated
East, Walpole, Massachusetts 02032
Attention: Senior Vice President, Operations,
Roofing Products Group

TO: CertainTeed Corporation
P. O. Box 860
Valley Forge, Pennsylvania 19482
Attention: President, Shelter Materials Group

14. Entire Agreement. This agreement shall constitute the entire understanding between the parties with respect to the subject matter hereof and any prior agreements or understandings with respect to such subject matter shall terminate and be replaced by this agreement as of the date of this agreement. If there is a conflict between the terms of this agreement and the terms of purchase orders, invoices, or other agreements, the terms of this agreement shall control.

Very truly yours,



Donald R. Suva
President of Roofing
Products Group

Accepted:

CertainTeed Corporation

By: 

Date: 4/27/84

b1b

Typical Technical Data for Bird Glass Type IV BIR Mat

Product Code 6521

Test		Units	Typical Value	Minimum Value	Test Method
Roll Average Basis	Weight	lbs/100 ft ²	2.0	1.85	Bird Incorporated 9/21/82
Tensile	MD	lbs/3" width	90	85	ARMA 4-82 (modified)
	CD		90	85	
Elmendorf Tear	MD	grams	450	350	ARMA 5-82
	CD		450	350	
Loss on Ignition		%	22	25(max)	ARMA 9-82
Binder - Modified urea formaldehyde for storage stability and durability					

Standard Width **36"**

Other widths are available on special order

Standard Length **6000'-6500'**

Core Size (Inside Diameter) **6"**

Roll Diameter **56" approx.**

Splices: No more than 5% of the rolls will contain an area requiring a splice. This will be designated by a red tag. No roll will contain more than one red tag.

Contamination: The rolls will be free of grease, oil, dirt and other contamination. Holes will be minimal and if any are present, they will be well flagged.

Packaging: Double rolls will be stretch wrapped in plastic with a corrugated circle incorporated at the bottom for protection in shipping and moving around the warehouse. Each roll has a ticket with appropriate information such as date made, basis weight, roll weight, roll number, width, linear feet, number of squares, winder-man's initials and any remarks. The roll tickets will be taped to the sides of the rolls under the stretch wrap.

These test values represent typical values obtained during manufacturing. The purchaser will have to determine how this material runs on his own equipment.

11/83



Typical Technical Data for Bird Glass Shingle Mat

Product Code 6520

Test		Units	Typical Value	Minimum Value	Test Method
Roll Average Basis	Weight	IL ² /100 ft ²	2.0	1.85	Bird Incorporated 9/21/82
Tensile	MD	lbs/3" width	100	75	ARMA 4-82 (modified)
	CD		65	50	
Dimondorf Tear	MD	grams	450	350	ARMA 5-82
	CD		500	400	
Loss on Ignition		%	22	25(max)	ARMA 9-82
Binder - Modified urea formaldehyde for storage stability and durability					

Standard Widths 33³/₄" 36" 39³/₄" 48" 53" 60" 72"

Other widths are available on special order

Standard Length 6600' approx.

Core Size (Inside Diameter) 6"

Roll Diameter 56" approx.

Splices: No more than 5% of the rolls will contain an area requiring a splice. This will be designated by a red tag. No roll will contain more than one red tag.

Contamination: The rolls will be free of grease, oil, dirt and other contamination. Holes will be minimal and if any are present, they will be well flagged.

Packaging: Double rolls will be stretch wrapped in plastic with a corrugated circle incorporated at the bottom for protection in shipping and moving around the warehouse. Each roll has a ticket with appropriate information such as date made, basis weight, roll weight, roll number, width, linear feet, number of squares, winder-man's initials and any remarks. The roll tickets will be taped to the sides of the rolls under the stretch wrap.

These test values represent typical values obtained during manufacturing. The purchaser will have to determine how this material runs on his own equipment.

1/83



REPLY TO: BOX 72, SHREVEPORT, LA. 71161
TEL: 313-221-0251

January 10, 1984

Mr. Paul Grove
CertainTeed Corporation
Post Office Box 860
Valley Forge, Pa. 19482

Dear Paul,

Bird, Inc. agrees to include, as a part of the 2.0 lb. fiberglass shingle mat specifications, the MIT fold test:

<u>TEST</u>		<u>TYPICAL VALUE</u>	<u>MINIMUM VALUE</u>	<u>TEST METHOD</u>
MIT FOLD	MD	57	50	ASTM Procedure
	CD	51	50	

The Charleston plant does not run MIT fold as a routine quality control test. The test should be considered a reference test. Should any problems arise relative to mat fold characteristics, the test would be conducted as a referee test by your laboratory and our laboratory and the matter resolved from the test results in relation to the 50 minimum value.

Additionally, the "Minimum Value", as shown on the Bird Technical Data Sheet for product code 6520, may be considered as a rejection specification.

Regards,

Sincerely,

Sam E. Martin
Sam E. Martin
National Sales Manager
Membranes & Granules

SEM/kd

cc: Dr. Michael J Moone
Blue Bell, Pa. 19422

Mr. Bob Oglesby
Valley Forge, Pa. 19482

CORPORATE HEADQUARTERS: EAST WALPOLE, MA • BRANCH OFFICES AND PLANTS: MARTINEZ, CA
• SAN MATEO, CA • WILMINGTON, CA • CHICAGO, IL • HARTSTOWN, KY • SHREVEPORT, LA • NORWOOD, MA •
PERTH AMBOY, NJ • FRANKLIN, OH • PORTLAND, OR • BOSTON, MA

BIRD 010765

April 13, 1984

0126/2A

FIBER GLASS MAT

M. A. Hill

0126/00

Re: Bird Contract Proposal
Shingle Mat

cc: J. R. Klein - 0126/00
M. J. Noone - 0126/00

Bob, the Quality specifications in the Bird purchase agreement proposal dated 4/4/84 need be amended as follows:

?- Page 3, Paragraph 8. Default - Change "...less than eighty (80%) percent of a monthly order..." to "...less than ninety-five (95%) percent of a monthly order..." 90%

Typical Technical Data for Bird Glass Shingle Mat:

Roll Average Basis Weight - Typical value should be changed from 2.0 to 2.00. Method of test should be the industry standard, i.e., ARMA 8-82.

12" x 12" Basis Weight - Not included in the 4/4/84 Draft, nominal should be 0.020 lbs/sq ft. and limits should be $\pm 10\%$. Method of test should be ARMA 1-82.

Tensile - No changes necessary.

Elmendorf Tear - We are desirous of an MD minimum change from the draft stated 350 up to 400. Based upon available data, I don't know that Bird can comply to the 350 level (reference above note on Default). If they cannot, the 350 minimum will be "temporarily acceptable," but we should advise Bird that this requirement is in need of improvement. Method of test is correct ARMA 5-82, but Bird should specifically note all tear testing is to be performed on single ply specimens. Some labs test 2 mat thicknesses at once on a 1600g pendulum; while this may be acceptable in testing other membranes, we have found this "doubling up" unacceptable for fiber glass mats in that it artificially changes (increases) results relative to single ply tests.

Loss on Ignition - Draft values are acceptable.

Flex Length - Not cited in the draft, as tested by ARMA 14-82, we request nominal of 8' and minimum of 7'.

Width - Tolerance on all widths is to be nominal $\pm 1/8"$, with method of test being a steel tape measure.

Standard Length - Tolerance should be nominal (ticketed value) ± 25 feet as measured by a line counter.

Splices - Draft stated requirement should have the following addendum: No area requiring a splice may be closer than 1000 feet from the beginning or end of the roll.

Contamination - The draft stated requirements for contamination should be replaced by our standard "Visual Defect Limitation;" copy is attached.

-continued-

BIRD 010766

R. E. Oglesby
April 13, 1984
Page 2

Typical Technical Data For Bird Glass Shingle Mat Continued:

Packaging - I believe the draft statement is acceptable; I have received no negative feedback from our plants.
MIT Folding Endurance - Minimums noted in S. E. Martin's memo of 1/10/84 to Paul Grove are acceptable at this time although we may want to consider increase in the future. I strongly question the CD typical value of 51 compared to the CD minimum of 50. It appears as though 1 of these 2 numbers is in error.

Another spec requirement anticipated is Mat Thickness, ARMA 7-82. We would like to have a spec maximum of 0.040". Again, if Bird doesn't have the data to agree to a spec at this time, we should include footnote: "Thickness ARMA 7-82, to be developed by 10/1/84."

We would also like to have an end of the roll marking system used. Such a system would apply a "dotted" plainly visible line to the mat starting at 100 feet from the core and ending at 50 feet from the core. A solid line would start at 50 feet and end at the core. This system allows better dry end operator judgement in slowing down and stopping for the splice and minimizes potential for wasted mat at the core (stopping too soon) and for impact to the rest of the line (stopping too slowly in trying to run to the core). This is not a critical request but we would like to have this improvement implemented within the next several months.

We would also like to initiate a Quality Report from Bird to SMG (TO: M. A. Hill copy to M. J. Noone, R. E. Oglesby). I don't know that this needs to be included in the mat contract. The report would list average, standard deviation, and number of tests for each physical parameter specified (exclusive of roll length and width). These figures would be calculated monthly for all mat produced/supplied to SMG and could be then submitted on a quarterly basis. Format is not critical although I have attached a rough recommended version.

Please feel free to provide copy of this memo to Bird for their use and feel free to have Bird personnel contact me if they have any further questions.

MAH/aca
Attachments

BIRD FIBER GLASS MAT REPORT

FOR THE _____ QUARTER _____ (YEAR)

MONTH						
MAT TYPE	SHINGLE	BUR	SHINGLE	BUR	SHINGLE	BUR
PARAMETER						
Basis Wt. , XI						
, Q						
, N						
L.O.I. , XI						
, Q						
, N						
Tensile, MD, XI						
, Q						
, N						
Tensile, CD, XI						
, Q						
, N						
Tear, MD , XI						
, Q						
, N						
Tear, CD , XI						
, Q						
, N						
MIT, MD , XI						
, Q						
, N						
MIT, CD , XI						
, Q						
, N						

VISUAL DEFECT LIMITATIONS
CERTAINTeED, SMG

The following list notes visual defect types, definition, and maximum frequency/extent allowable in fiberglass mat supplied to CertainTeed. The goal is to receive no visual defects that will upon conversion into roofing products result in shingles that would be rejected as scrap due to physical irregularities. Some levels of defects although detectable will not cause such results and are termed minor. Higher level will necessitate rejection of individual units and is called major. Still higher level will necessitate large amounts of scrap and potentially critical. Limitations on these defect levels are as follows:

- Minor - Not cause for rejection or special marking but are to be avoided.
- Major - Not to exceed 10 feet per occurrence and 5 occurrences per roll. Higher extent or frequency is grounds for rejection.
- Critical - 1 allowed per roll, must be flagged at point of defect, 10 feet maximum length; such rolls are to be included and limited as per spliced rolls limitations.

Description of individual defect types and definition of minor and major levels are as follows:

Fiber Clump, Fold Over, Roll Back, Build-Up - Any variety of defects where glass fibers or portions of the mat are dislodged from normal location and collect on another area of the mat.

- Minor - Contained in normal mat thickness, does not deform mat surface and/or not larger than 3" x 6".
- Major - Contained in thickness or deforms surface but not larger than 3" x 6".
- Critical - Not contained in thickness, deforms mat surface and/or larger than 3" x 6".

Hole - Absence of glass mat in area internal to edges of the mat.

- Minor - Less than 1/4" diameter.
- Major - Between 1/4" and 1" diameter.
- Critical - Greater than 1" diameter.

Binderless Spot, Wet Spot - Streaks or areas of uncured or absent binder.

- Minor - Up to 1/2" x 12".
- Major - Greater than 1/2" x 12".

- Continued -

Ripple/Wrinkle - Distortion of mat in the machine, cross-machine or diagonal direction that resembles a tunnel-like appearance.

Minor - Less than 1/8" above the mat surface, not wider than 1/2", and not longer than 2 feet.

Major - Greater than 1/8" above mat surface, or 1/2" to 1" in width, or up to 10 feet in length.

Critical - Greater than 1/4" above mat surface, greater than 1" in width, or more than 10 feet in length.

Discolored Mat - Area of mat of non-normal color.

Minor - Abnormal color.

Critical - Over cured, scorched, or burned mat; confirmed by out-of-spec dynamic properties.

Slits, Cuts - Area of mat severed down through the entire mat thickness on the edge of the mat or internal to the edges.

Critical - Non allowed on edges; slits or cuts internal to mat edges to be treated as holes.

CertainTeed	Date April 13, 1984	To R. E. Oglesby	Location and mail code 0125/2A
Subject FIBER GLASS MAT	From M. A. Hill	Location and mail code 0126/00	

Re: Bird Contract Proposal
B.U.R. Mat

cc: J. R. Klein - 0126/00
M. J. Noone - 0126/00

Bob, the Quality specifications in the Bird purchase agreement proposal dated 4/4/84 need be amended. I have listed below specific comments and reference my memo this same date on Bird Shingle Mat.

Page 3, Default - Change "eighty (80%) percent" to
"ninety-five (95%) percent"

Typical technical data for Bird Glass Type IV BUR Mat.

Roll Average Basis Weight - same comments as for shingle mat:
Change 2.0 to 2.000, method of test ARMA 8-82.

12" x 12" Basis Weight - same comments as for shingle mat -
nominal 0.020, minimum $\pm 10\%$, Test Method ARMA 1-82.

Tensile - Draft acceptable

Elmendorf Tear - Same comment as for shingle mat; we are desirous
of future change (increase) of both MD and CD to 400 minimum.
Test method comment same as for shingle mat (single ply
specimen testing only)

Loss on Ignition - Draft acceptable.

Flex Index - Same comment as for shingle mat, nominal 8, minimum 7,
Test method ARMA 14-82.

Standard Width - Tolerance, $\pm 1/8"$, method-tape measure.

Standard Length - Tolerance, $\pm 25'$ (from actual ticket value),
method-line counter.

Splices - Same addendum as for shingle mat: no splice areas within
1000 feet from the core or end of roll.

Contamination - Same comment as for shingle mat; SNG "Visual Defect
Limitation" attached to Shingle mat memo.

Packaging - Draft acceptable.

MIT Folding Endurance - We are desirous of spec inclusion for this parameter
and ask that Bird advise a nominal and minimum (both MD and CD) with
which their mat would presently comply.

We would also like to have the end of roll marking system, noted in my comments
for shingle mat, included for B.U.R. mat.

MAH/aca
Attachments

CertainTeed

March 12, 1984

R. E. Oglesby

0125/2B

Subject

Purchase of Glass Mat
from Bird, Inc.

From

Location and mail code

J. M. Corr 7124

1125/1

The following are comments regarding the Bird agreement.

1. It is my understanding that this is not a take or pay contract.
2. I suggest that paragraph 7 entitled "Quality Specifications" be retitled "Quality Specification and Warranty".

The following should be inserted at the beginning of this paragraph 7:

Bird warrants that the mat purchased hereunder shall be free of defects in material and workmanship; that it has good title to the mat; and upon delivery to CertainTeed such mat will be free of all liens, claims or encumbrances by third parties. Bird further warrants that the Type IV BUL Mat shall . . .

In addition, the last sentence of paragraph 7 should be changed to read:

CertainTeed shall notify Bird of the failure of any goods to meet these quality specifications or any other failure to comply with the terms of this warranty, in writing within thirty days of delivery.

The underlined portions indicate the language to be inserted.

3. The following clause should be added:

Patent Indemnification

Bird agrees to defend and hold CertainTeed harmless from all damages, costs or expenses (including attorneys' fees) arising out of or in connection with any claim, lawsuit or cause of action by any third party that any mat, manufacture or use thereof infringes any patent or trade secret.

4. In paragraph 8 there are listed "events" and "risks" and remedies therefor.

Please note that in paragraph 3(d) the last sentence should be revised to read as follows:

. . . the applicable quality specifications set forth in paragraph 7.

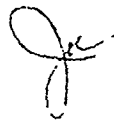
R. E. Oglesby
March 12, 1984
Page 2

In 8(c) the remedy for default by either party is the right to terminate the agreement. This indicates that this is not a take or pay contract. Does Bird mean to say that this is the sole remedy? Bird's present language leaves open the issue as to whether we owe Bird for that defective shipment. Does Bird intend to imply in its paragraphs 7 and 8(a) that such a defective shipment will, in the normal course, be returned to Bird or otherwise disposed of per their instructions, at Bird's cost, and a new shipment sent to CertainTeed? I think you should have this matter clarified.

After you decide what rights and remedies you wish CertainTeed to have in case of defective shipments, I suggest you contact me for language, since the remedies in the event of default should be stated more clearly.

5. If Bird's plant is damaged or for some other reason they no longer can supply mat due to force majeure, than, as noted above, our sole remedy is termination. Do you instead wish to have some arrangement whereby Bird agrees to obtain an alternate source of supply?

JNC:mem



in the middle of the road

Pringle's Lake Bill - Livingston.

③ Y to be in wait. Y-made - kindly recd -
in England - by Friday.