AK 100471278

ASBESTOS FIBRE DISTRIBUTORS

Division of Johns-Manville Sales Corporation

TWENTY-TWO EAST FORTIETH STREET, NEW YORK, N. Y.

Mines in Arizona, U. S. A. Asbestos, P. Q., Canada

Tel: LExington 2-7600
Cable Address: Asbesfibre" New York

LETTER NO. 64

[illegible]
[illegible]
December [illegible], 19[illegible]

Scott Bader & Co., Ltd.
Wollaston Hall, Wellingborough
Northants, England

Gentlemen:

RE: SALES AGREEMENT

With reference to our Sales Agreement with you dated December 20th, 1938, please take note that the renewal thereof for the year 1941 is made subject to the following changes in some of the conditions :-

That our terms of payment on all shipments to yourselves or customers in the United Kingdom are establishment of Irrevocable Letter of Credit for either the net C and F value thereof or the C.I.F. value, if insured by us, as the discount of 1% allowed for prepayment last year has been discontinued.

That while our regular prices for shipments of our various grades to manufacturers in the United Kingdom will be as notified in our letter [illegible], 1[illegible] must be added thereto for shipments of our [illegible] Group Grades and [illegible] Fibre to [illegible] manufacturers of asbestos cement products and 12½% to [illegible] independent manufacturers thereof.

That prices for shipments for your account will, as heretofore, be 5% less than our regular prices, and that on shipments charged by us to customers, you will be credited with 5% on the F.O.B. Mine value of the material in Canadian Funds.

That while we have not sold [illegible] Turner & Newall Ltd. or any of its subsidiary companies, [illegible] the Cape Asbestos Company, the Atlas Stone Company, Cambridge, and Universal Asbestos Manufacturing Company, Watford, [illegible] December 20th, 1938, the date of our Sales Agreement with you, we hereby reserve the right to deal with these companies direct without any commission to you on orders which may be obtained and accepted by us hereafter.

That all the other conditions in the existing Sales Agreement will obtain during 1941, but all quotations made by you hereafter must be made subject to withdrawal without notice, and all offers made subject to prior sale.

Sole distributors for the largest producers of finest Chrysotile fibre

All quotations and offers subject to withdrawal without notice.

PLAINTIFF'S EXHIBIT
JM-1786

Scott Bader & Co.
England

December [illegible], 1940

That the terms and conditions of all contracts accepted [illegible] with our consent for the year 1941 must be in accordance with the form of contract herewith.

That as we shall not be able to supply any #1 or #2 Crude during next year, you are not to offer same and that any orders for our 3 or 4 Group Grades of fibre which you may receive must not be accepted by you unless authorized by us to do so.

That while our prices for shipments of our various grades to the trade during period from January 1st to April 30th, 1941 will be ~~as already advised herein, and in our Letter~~ — as per attached list forming part of this agreement — [illegible], you are to be notified in due course regarding whatever price changes are made for shipments from the Mine after April 30th, 1941.

That all contracts for shipments chargeable by us direct to customers must be on the A.F.D. contract form as submitted herewith, and sent to us.

That notification of any periodical changes in prices after April 30th next, as well as any changes in the terms and conditions stipulated herein, are to form and be part of the revised and renewed Sales Agreement for 1941.

Yours truly,
ASBESTOS FIBRE DISTRIBUTORS

W. JACOBSEN,
Sales Manager

W.J.[illegible]

Agreement subject to [illegible] three months after receipt of notification by registered mail.
? Not an exclusive sales agency agreement