

PLAINTIFF'S EXHIBIT

C.P. P.O. Box 608 Black Lake, Quebec Canada G0N 1A0		Tél.: (418) 423-4226 Cable: LAQBESTOS Telex: 05-834559		120 Broadway New York, N.Y. 10005 Tél.: (212) 732-9500		NO DE NOTRE COMMANDE OUR ORDER NO.	
LAC d'AMIANTE du QUÉBEC, LTÉE.		Fils de A subsidiary of ASARCO		CAP-382		80-174	
DESTINATAIRE - CONSIGNEE		CEMENT ASBESTOS PRODUCTS COMPANY AVENUE E RAGLAND, ALABAMA ATTENTION: MR. R.J. BEAN, S.K.		DATE INSCRITE-DATE ENTERED JAN. 23/80		REF. DU CLIENT - CUST. REF. RM-204	
VENDEUR - SOLD TO		CEMENT ASBESTOS PRODUCTS COMPANY P.O. BOX 119 RAGLAND, ALABAMA 35131		DATE D'EXPEDITION-DATE SHIPPED Feb. 11/80		CECULE ESP. - SCHED. SHIP. DATE Feb. 12/80	
TRANSPORTEUR LOCAL CARRIER		LIEU DE DEPART - POINT OF ORIGIN QC BLACK LAKE		DATE DE FACTURE - INVOICE DATE Feb. 12/80		NO DE FACTURE - INVOICE NO 385	
TRANSPORTEUR EXPORTATEUR-EXPORTING CARRIER		BUREAU D'ENTREE - PORT OF ENTRY RAIL DETROIT, MICHIGAN		FACTURE COMMERCIALE COMMERCIAL INVOICE		NO DU CLIENT-CUST NO 1821	
ITINÉRAIRE - ROUTE		QC-CP-DETROIT DT&N CINCINNATI LATE ATLANTA SCL		AGENT EN DOUANES ET PORT - CUSTOMS BROKER AND PORT F.W. MYERS, DETROIT, MICHIGAN		SUCCE. - BR. IRS	
MARQUES ET NUMÉROS MARKS AND NUMBERS		QUANTITE COMMANDE QUANTITY ORDERED		COURTIER - BROKER SO BL		FRET - FREIGHT PAYS DE LA DESTINATION FINALE COUNTRY OF FINAL DESTINATION U.S.A.	
FREIGHT #		REC'D BY		F.A.B. - F.O.B.		PAYS DE LA DESTINATION FINALE COUNTRY OF FINAL DESTINATION U.S.A.	
LIST #		TRAN CODE 123 VNDR		CONDITIONS - TERMS		1% CASH DISCOUNT OF CAN. \$ OR U.S. \$492.15	
56		METRIC TONS ASBESTOS		APPLICABLE - IF PAID WITHIN 10 DAYS, NET 30 DAYS		PAYS DE LA DESTINATION FINALE COUNTRY OF FINAL DESTINATION U.S.A.	
INVOICE DATE		INVOICE #		INITIALES ET NO DE WAGON CAR INITIALS AND NUMBER		PALETTE - PALLET	
REGISTERED		PRESSURE PACKED LAMINATED		TAUX-RATE		1	
GL ACCT. 1531-48		NOVEN POLYETHYLENE BAGS		CHARGEMENT - LOADING DIAGRAM		VENTE EXPRIMEE EN CURRENCY OF SALE CAN \$	
DUE DATE		NOTE: INVOICE CONVERTED TO U.S. CURRENCY USING EXCHANGE RATE OF .8667		QUANTITE EXPEDIEE QUANTITY SHIPPED SACS BAGS		POIDS BRUT - GROSS WEIGHT.	
INVOICE AMT.		DISCOUNT		1120		56	
FREIGHT \$3.33/cwt.		FUEL 1.1%		1002.01		52,371.50	
SURCHARGE 9%		SWITCHING 2¢/cwt.		PALLET (28)		\$8.30/each	
TOTAL CAN. \$		TOTAL US \$		TOTAL CAN. \$		\$61,582.68	
PAY IN US CY. ONLY		EQUIV. U.S. AT		PAY US		\$53,373.71	

CAPCO JEN 0000008

TERMS AND CONDITIONS

1. **DANGER:** Inhalation of excessive concentrations of asbestos fiber can cause asbestosis, a permanent and potentially fatal lung disorder, and may cause fatal illness from respiratory (lung) cancer and other cancers. One of these, mesothelioma, has been observed in asbestos workers exposed to low concentrations of asbestos fiber. Asbestos workers who smoke, during working hours or at other times, risk a significantly increased chance of contracting lung cancer.

Buyer agrees to warn its employees, agents, representatives, and customers of these dangers and to instruct the aforesaid individuals in the proper use and handling of asbestos fiber, including, as a minimum, the distribution of the Seller's booklet which describes safety precautions to be observed and stresses the significantly increased health dangers to asbestos workers who smoke.

Buyer further agrees that the workplace in which Seller's asbestos fiber is handled or otherwise used by Buyer and its employees or agents shall fully comply with applicable OSHA and other governmental requirements.

Buyer agrees to use its most diligent efforts to assure that its customers warn its employees, agents, representatives, and customers of the above described dangers, safety precautions and instructions for use which requirement shall continue for each subsequent customer in the chain of distribution.

2. Seller expressly warrants that the asbestos meets the specifications established in its labeling and this agreement. Seller makes no other express warranty or representation.

3. Seller makes no implied warranty (including no warranty of merchantability) with respect to the condition, quality, fitness for any general or particular purpose, or other aspect of the asbestos.

4. Buyer shall give written notice of claim for any loss, whatsoever, within thirty (30) days after arrival of any shipment, and failure to do so shall constitute a waiver by Buyer of all claims. In the event that the express warranty set out in Paragraph 2 above is breached, Seller's liability shall not extend beyond the price paid by Buyer for the asbestos which is determined to be in violation of that express warranty. Seller may, at its option, replace the product established to be in breach of such express warranty or refund the purchase price. Seller shall not be liable for special, indirect, or consequential damages resulting from such breach. In no event shall Seller incur any liability for defects in or damage to products in which Seller's products are used or for any consequential damages of any other nature by reason of any alleged breach under this agreement.

5. In case shipping instructions shall be necessary to enable Seller to make shipments under the contract, failure by Buyer to give Seller such instructions within the period specified for shipment shall entitle Seller to immediate payment of the entire purchase price. In case Buyer shall fail to pay the entire purchase price as aforesaid, Seller shall be entitled, at its option, to ship at its convenience or cancel any unshipped balance under this contract or sell the product and hold Buyer liable for the difference between contract price and proceeds realized, or otherwise hold Buyer liable for damage suffered.

6. Each shipment shall be treated as a separate and independent sale; but if Buyer shall fail at any time to pay any amount when due hereunder or otherwise to fulfill terms of this or other contracts between the parties hereto, Seller may without prejudice to other lawful remedies, defer further shipments until all defaults of Buyer have been fully cured, or cancel any unshipped balance under this contract.

7. In the event that Buyer's financial responsibility shall become impaired or unsatisfactory to Seller, Seller may, at its option, declare the obligations of Buyer for product furnished hereunder due forthwith and or decline to make further shipments except for cash in advance of shipment. In the event of bankruptcy or insolvency of Buyer, Seller may cancel any unshipped portion of this contract.

8. The performance of this agreement by either party shall be subject to any event of force majeure. Without limitation, events of force majeure shall include the prevention or delay in the performance of this agreement caused by acts of nature, strikes, fire, flood, delays in transportation, intervention, requirement or regulation by any governmental or regulatory agency or entity, shortage of labor, equipment or materials, failure of ore supply, failure of ore mined to produce the estimated quantity of any grade of fiber due to unforeseen changes in the character of the ore mined, or any other disabling cause beyond the control of either party. Any such event shall entitle the party affected to suspend shipment under this agreement during the time and to the extent of the quantity affected by such force majeure or at the Seller's option the rate of performance and delivery may be reduced to the extent Seller deems proper in view of the extent of disability and contractual obligations to other customers provided that prompt written notice to the other party shall be given by the party affected by such force majeure and provided that no such suspension of shipments shall operate to extend the term of this agreement. Any suspension of shipments by reason of force majeure of more than 180 days shall give the other party the option to cancel this agreement by giving written notice to the party affected.

9. Any increase in effect at time of shipment over present freight rate from point of shipment to point of destination stipulated hereunder shall be for Buyer's account.

10. Any sales or other tax or duty in respect to this contract or transaction, or the product specified herein, imposed by Federal, Provincial or Municipal Authority, if paid or required to be paid by Seller, shall be added to the price payable by Buyer.