Sent to GLD - Pittsburgh 9/11/84

UNION CARBIDE CORPORATION
OLD RIDGEBURY ROAD DANBURY CONN 06817
LAW DEPARTMENT

PLAINTIFF'S EXHIBIT
UC-344

SEP

September 7, 1984

Mr. W.C. Thurber
Umetco Minerals Corporation
J1-398

Re: Calidria Corporation - Fibreglass International Pty., Ltd.

Dear Mr. Thurber:

Enclosed for your review are two copies of a Distributor Agreement between Calidria Corporation and Fibreglass International Pty., Ltd.

The agreement has been approved by Mr. Kelly and initialled by me to indicate Law Department approval. If it is satisfactory to you both copies should be executed and, in accordance with Mr. Kelly's instructions, sent to Mr. Dickson for presentation to Fibreglass International.

Sincerely yours,

William F. McClure, Jr.

WFMc/jef
Enclosure
cc: G.L. Dickson w/o enc
J.T. Kelly "

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DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT, made as of _____, 1984, by and between CALIDRIA CORPORATION, a Delaware corporation, and FIBREGLASS INTERNATIONAL PTY., LTD., an Australian corporation ("Distributor").

W I T N E S S E T H :

1. APPOINTMENT

(a) Calidria hereby appoints Distributor, on the terms and conditions hereinafter set forth, as a distributor for the resale of Products (as hereinafter defined) in the territory which is described on Exhibit A attached hereto (the "Territory"), and Distributor hereby accepts such appointment. Distributor shall not sell or deliver Products outside the Territory.

(b) The term "Products" as used in this Agreement means the Calidria products identified on Exhibit B hereto, as from time to time amended. Calidria in its sole discretion may from time to time amend such Exhibit B by notifying Distributor of the applicable additions, deletions and modifications.

2. SHIPMENTS AND QUANTITIES

(a) All Products sold pursuant to this Agreement shall be shipped into the Territory for resale to third parties or for use within the Territory by Distributor and its affiliates.

(b) Distributor shall exercise its best efforts to resell within the Territory as large a quantity of Products as possible.

3. PRICES

The purchase price to Distributor for Products sold hereunder shall be the price in effect at the time of shipment as shown on Exhibit B attached hereto. Calidria in its sole discretion may from time to time amend Exhibit B by notifying Distributor of the applicable changes.

Taxes

In addition to the purchase price, Distributor shall pay Calidria the amount of all governmental taxes, excises and/or other charges (except taxes on or measured by net income) that Calidria may be required to pay with respect to the sale or transportation of any Products delivered hereunder, except as otherwise required by law.

4. DELIVERY AND PAYMENT

(a) All Products purchased by Distributor hereunder shall be shipped into the Territory and title shall pass f.o.b. Calidria's plant in King City, California, U.S.A. All transportation and insurance charges shall be paid by Distributor.

(b) Purchase orders specifying quantity, type of Product, date of delivery and shipping instructions shall be furnished by Distributor a reasonable time before each delivery requested hereunder.

(c) Terms of payment shall be net cash thirty (30) days from date of invoice.

(d) Calidria reserves the right at all times, either generally or with respect to any specific order by Distributor, to vary, change or limit the amount or duration of credit to be allowed to Distributor. Without limiting the generality of the foregoing, all deliveries hereunder are subject to the condition that all indebtedness of Distributor to Calidria due before the date of shipment shall first be paid.

5. ACCEPTANCE OF ORDERS

All purchase orders hereunder are subject to acceptance by Calidria at its office at Robinson Plaza Two, Route 60, Robinson Township, Pittsburgh, PA 15205, or at such other office as Calidria may from time to time designate. The right to reject any order is reserved by Calidria, even if a previous quotation has been made. An order is accepted by Calidria upon shipment or acknowledgment in writing.

6. TRADEMARKS

Nothing in this Agreement shall be construed as a license or authorization to use any trademark or tradename of Calidria. Any such authorization shall be the subject of a separate agreement.

7. LITERATURE

Calidria will supply, on a no-charge basis, reasonable quantities of English language literature concerning, and product samples of, the Products.

8. WARRANTY

(a) Calidria warrants that at the time of sale hereunder the Products will meet Calidria's applicable standard specifications

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ACL Doc 15595 · Page 3 of 9 asbestosclaims.law/library/15595/3

for such Products as then in effect or such other specifications as have been expressly agreed by Calidria in writing. THERE ARE NO EXPRESS WARRANTIES BY UNION CARBIDE OTHER THAN THOSE SPECIFIED IN THIS ARTICLE 8(a). NO WARRANTIES BY UNION CARBIDE (OTHER THAN WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) SHALL BE IMPLIED OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR UNDER ANY OTHER APPLICABLE LAW.

(b) Distributor's receipt of any Product sold hereunder shall be an unqualified acceptance of, and a waiver by Distributor of any and all claims with respect to, such Product unless Distributor gives Calidria written notice of claim within thirty (30) days after shipment; provided, however, that with respect to Products which are both delivered to Distributor in Calidria sealed packages or containers and resold by Distributor without that package or container being opened or damaged, the thirty (30) day period within which notice of claim must be given shall not commence until the date such Products are shipped to Distributor's customers. No claim against Calidria of any kind, whether as to Product delivered or for delayed delivery or for non-delivery of Product, and whether or not based on negligence or warranty shall be greater in amount than the purchase price of the Product in respect of which such claim is made. Without limiting the generality of the foregoing, Calidria shall not be liable for any special, incidental or consequential damages whether or not caused by or resulting from the negligence of Calidria or breach of the warranties by Calidria hereunder.

(c) Distributor represents and warrants that it has full knowledge of the hazards involved in handling and using the Products and that Distributor has advised its employees, customers and others of said hazards. Distributor further represents and warrants that it is in full compliance, and will comply, with all laws, regulations and orders governing use and handling of the Products. Distributor assumes, and agrees to indemnify and hold Calidria harmless from, any and all claims, damages, losses and liabilities due to any personal injury, death or property damage arising out of the handling or use of Products by Distributor or its employees, agents or customers (including, without limitation, their respective employees).

(d) Each sale of Products by Distributor shall include as part of the terms and conditions thereof provisions equivalent to the portions of this Article 8 relating to disclaimer of implied warranties, limitation of liability and disclaimer of special, incidental or consequential damages.

9. PARTY RELATIONSHIP

This Agreement shall not create any employer-employee, agency, joint venture or partnership relationship between Calidria and

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ACL Doc 15595 · Page 4 of 9 asbestosclaims.law/library/15595/4

Distributor. Distributor is not authorized or empowered to act as agent for Calidria for any purpose and shall not on behalf of Calidria either enter into any contract, undertaking or agreement of any kind whatever or make any promise, warranty or representation with respect to Products other than such as may be published by Calidria in its advertising and sales promotion material. The status of the Distributor shall be that of an independent contractor only.

10. FORCE MAJEURE

Neither party shall be liable for its failure to perform hereunder (other than its failure to pay money) caused by circumstances beyond its control, including but not limited to acts of God, fires, floods, wars, sabotage, accidents, labor disputes (whether or not it is within the power of the party to settle the same) or shortages, government actions (including but not limited to priorities, requisitions, allocations and price adjustment restrictions), inability to obtain material, equipment or transportation and any similar or different occurrence. The party whose performance is prevented by any such occurrence shall have the right to suspend or reduce deliveries of Products during the period of the continuance of such occurrence. In the event of inability to supply its total demand for Products, Calidria may allocate its available supply among any or all purchasers including its affiliates. In no event shall Calidria be obligated to purchase Products from others in order to enable it to deliver Products to Distributor hereunder.

11. DURATION AND TERMINATION

(a) The term of this Agreement shall commence on the date first above written and shall continue in full force and effect until terminated, with or without cause, by either party giving to the other party written notice of termination at least ninety (90) days prior to the effective date of such termination, unless earlier terminated as provided in Article 11(b). The rights and obligations of the parties under this Agreement shall survive any termination of this Agreement with respect to all orders accepted pursuant to Article 5 above and Products delivered hereunder.

(b) Calidria may terminate this Agreement at any time upon written notice to Distributor if (i) Distributor files a petition in bankruptcy, (ii) Distributor makes a general assignment for the benefit of creditors, (iii) a receiver for Distributor is appointed, (iv) Distributor becomes insolvent, or (v) Distributor shall be guilty of a breach of any of the provisions of this Agreement and such breach has continued thirty (30) days after written notice of said breach from Calidria. Any termination of this Agreement pursuant to this Article 11(b) shall be in addition to and shall not

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ACL Doc 15595 · Page 5 of 9 asbestosclaims.law/library/15595/5

be exclusive of or prejudicial to any other rights or remedies at law or in equity which Calidria may have against Distributor.

12. EXCLUSION OF INDEMNITY

Each party to this Agreement has duly considered the inconveniences and losses that it will suffer upon the termination of this Agreement by the other party pursuant to Article 11 hereof, as well as any gain or enrichment which might accrue to the party terminating this Agreement. It is hereby expressly agreed that upon such termination by either party, the other party shall not be entitled to any indemnity or damages from the party so terminating this Agreement by reason of or arising out of such termination.

13. ASSIGNMENT

Any assignment or modification of this Agreement by Distributor without the prior written consent of Calidria shall be void.

14. EXECUTION AND INTERPRETATION

(a) The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New York, United States of America.

(b) Except as otherwise provided in Articles 1(b), and 3 with respect to the Exhibits to this Agreement and Article 4(d) with respect to credit allowed to Distributor, no change in, addition to, or waiver of the terms or conditions hereof shall be binding upon either party unless approved in writing by an authorized representative of each party, and no modification shall be effected by acknowledgment, acceptance or purchase order forms containing other or different terms or conditions, whether or not signed by an authorized representative of such party.

(c) It shall be a sufficient giving of any notice or other communication hereunder if the party giving the same shall deposit a copy thereof by registered or certified air mail, postage prepaid, properly addressed to the other party at the applicable address hereinafter set forth or at such other address as the party receiving such notice shall have specified in writing. The date of giving any such notice or other communication shall be deemed to be ten (10) days after the date on which such envelope was deposited as above provided. The Post Office receipt showing the date of such deposit shall be prima facie evidence of these facts. The parties' respective addresses for notices hereunder are:

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ACL Doc 15595 · Page 6 of 9 asbestosclaims.law/library/15595/6

if to Calidria: Calidria Corporation
Old Ridgebury Road
Danbury, CT 06817
U.S.A.
Attention: Mr. W. C. Thurber, Vice President

if to Distributor: Fibreglass International Pty. Ltd.

_____

_____
Attention:

(d) This Agreement supersedes as of the date hereof any and all existing agreements, written or otherwise, between the parties relating to the purchase and sale of or solicitation of orders for Products.

(e) The article headings used in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of the terms and conditions set forth herein.

CALIDRIA CORPORATION

By _____
W. C. Thurber,
Vice President

FIBREGLASS INTERNATIONAL
PTY. LTD.

By _____

Title _____

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ACL Doc 15595 · Page 7 of 9 asbestosclaims.law/library/15595/7

Exhibit A

TERRITORY

Australia

New Zealand

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Exhibit B

PRODUCTS AND PRODUCT PRICES

PRODUCT	F.O.B. Price U.S. $/LB.
RG-144-EX	$0.46
RG-244-EX	$1.95