PLAINTIFF'S EXHIBIT
UC-526

cc: Jlm 7/30/75 UCT

AMBROSIA INDUSTRIAL, INC.

CABLE: AMBROSIAL
PHONE: 661-3594
666-9289

7105 S.W. 63RD AVE.

P.O. BOX 431274
SOUTH MIAMI, FLA. 33143

RECEIVED
JUL 31 1975
UCC-CALIDRIA
NIAGARA FALLS, N.Y.

July 28, 1975

Mr. R. E. Byrne,Jr.
Area Manager
Marketing & Technology
Union Carbide Corp.
Mining & Metals Division
P.O. Box 579
Niagara Falls, N.Y 14302

Dear Mr. Byrne:

We received your letter dated July 23rd. ult. and Original and one Copy of the Contract mentioned in same and wish to make use of this opportunity to make the following comments:

1- we are not a "valued customer"- supposedly, according to Mr. Jack Walsh, we are your representatives in South Florida including Orlando, Fla. Accordingly, we should not be subject to a contract that ties us down, since you are offering to supply us, possibly, 15 tons per month with no guarantees that you will do so.
2- as "supposed representatives" we should not have to tie ourselves down to any fixed quantities.
3- we have the following orders that were placed through Mr. Walsh and would like to know if they are going to be honored since we placed them in good faith.
Our order #415560 dated 6-20-75 supposed to be shipped 7/15/75 - not shipped as yet.
Our order #415568 dated 7/3/75 scheduled for shipment 8/4/75
Our order #415570 dated 7/3/75 scheduled for shipment 8/11/75
Our order #20 dated 7/23/75 scheduled for shipment October 15/75
Our order #21 dated 7/23/75 scheduled for shipment November 1, 1975
Our order #22 dated 7/23/75 scheduled for shipment November 15, 1975
Our order #24 dated 7/23/75 scheduled for shipment November 30, 1975
Mr. Jack Walsh informed us that upon delivery of the above orders, they would be credited against the 200 tons mentioned in your contract. Has he goofed and this is not so?
4- in your paragraph #3 you have a right to increase or decrease the price and we have a right to cancel the contract unless we can prove that we have a better offer- how can we receive a better offer since the other asbestos producers are all represented in Florida and, accordingly, none of them would quote us for that reason? You expect us to assume responsibilty for all claims that may result from the quality of your product when, in all cases of firms that we represent, the manufacturer asumes the responsibility and not the representative.
5- our firm would never be able to receive shipments of 15 tons/ month since the freight costs would be prohibitive in shipments less than 72,8001bs. (2,080x35 lb. bags.

Would appreciate hearing from you on the above matters by return mail in order to know where we stand.

We wish to remain

Very truly yours,

AMBROSIA INDUSTRIAL, INC.

Andres Carrillo
President

P.S what do you expect us to do with 15 tons per month - this would cause us nothing but troubles with our clients that purchase other products from firms that we represent and that are presently depend on Union Carbide SG-210. If we received only 15 tons we would lose most of our present customers - all for 15 tons!