BCC: J. F. Collins
R. F. X. Fusaro
W. C. Thurber
File

PLAINTIFF'S EXHIBIT
UC-912

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UNION CARBIDE

Carbide and Asbestos

UNION CARBIDE CORPORATION • METALS DIVISION • P. O. BOX 579 • NIAGARA FALLS, N.Y. 14302 • TEL: 716-278-3376

File Distrib
F-1

August 31, 1977

Mr. Wharton Jackson
Harrisons & Crosfield (Pacific) Inc.
4000 Birch Street
Newport Beach, CA 92660

Dear Wharton:

This is in response to your letter to me dated 8/2/77 concerning Product Liability.

I am sorry to advise that we are unable to co-insure you under our liability insurance policy. The best defense we have to avoid liability is to prove that we have adequately warned our asbestos customers of its potential hazards. We accomplish this by various mailings and by discussing the asbestos/health issue with our distributors and direct customers. Although we recognize your efforts in this regard, we have no assurance that the eventual user of our products has been so advised and cautioned. Because of this we include the attached provision in our recent distributor agreements.

I take this opportunity to urge you to continue to advise your customers of the asbestos health hazards and to "document" your warnings by letters, call reports, etc.

If we can be of any further assistance in this regard, or in any similar matter, please do not hesitate to contact Tom, Bob or me.

Very truly yours,

John L. Myers
Marketing Manager

JLM:dal
Attachment

CC: R. E. Byrne, Jr.
T. P. Norris

EXHIBIT A

Buyer assumes all risks and liability for use of the material; has full knowledge of all hazards to persons and property involved in handling and using the material; warrants that employees, independent contractors, customers and others who handle and use the material for Buyer have been advised of all hazards to persons and property involved in handling and using the material. Buyer hereby assumes and agrees to indemnify and hold Seller harmless from all liability resulting from any and all loss, liability, damage or claims arising from injury or death to persons or damage to property arising from the handling or use of the material, whether or not such is in combination with other articles or substances or is used in any manufacturing process, by Buyer, its employees, independent contractors or customers.