UC 149-2

Note: Dick-Gene- Any pertinent comments? — NJE

INTERNAL CORRESPONDENCE

MINING AND METALS DIVISION • P. O. BOX 579, NIAGARA FALLS, NEW YORK 14302

PLAINTIFF'S EXHIBIT UC-921

To (Name) Mr. G. E. Grayson
Division Law Department
Location New York, New York

Date February 22, 1972
Originating Dept. CALIDRIA Asbestos - Marketing
Research and Development Department
Answering letter date

Copy to Mr. J. W. Rawlings
Mr. P. L. Reiber
KC-File
NF-File

Subject Distribution of CALIDRIA Asbestos Products by W. R. Grace

We want to expand the Subject in two different ways: (1) Have Grace handle additional products in the Territory of our current agreement on a non-exclusive basis and (2) Have Grace resell RG-144 and RG-244 (only as SX-14 and SX-24, respectively) in other countries.

The main points of (1) would include:

a) Products: SG-100, SG-200, SG-210, HPP, HPO, T-135-P, T-135-O, CG-135-P, CG-135-O, and others which may become appropriate.
b) Unless mutually agreeable and justified by volume, Products would be packaged as they are for domestic sale.
c) Products to be sold to Grace, f.o.b. King City, at published prices less 10% discount (We could handle shipping and prepay freight for subsequent invoicing).
d) We would provide technical/marketing assistance and literature as needed.
e) Pertinent items from standard agreements and/or the one between UCASIAL and Tomoe - we want Grace to become the "Tomoe of Europe".

The second way to expand our use of Grace is to let them resell SX-14 and SX-24 in other parts of the world. Since these products are "theirs" they would essentially have an exclusive; but we would not discourage the sales of RG-144 and RG-244 by local UCC offices and/or their agents. Pertinent agreement terms would be:

a) Products: SX-14 and SX-24
b) Excluded countries: United States, Japan, Canada
c) Products to be sold to Grace, f.o.b. King City, at published prices (for RG-144 and RG-244) less 10% discount.
d) We would provide technical/marketing assistance but not literature.
e) Appropriate items from standard agreements.

The first drafts of the above should be very informal as they will be used primarily to initiate discussions with Grace.

I would appreciate comments from any of the addressees.

John L. Myers

A05809

/cvb