PLAINTIFF'S EXHIBIT
UC-989

JWK

1st Contract

AGREEMENT made as of the 15th day of April , 1969, by and between UNION CARBIDE CORPORATION, a New York corporation, having an office at 270 Park Avenue, New York, New York 10017 U.S.A. (hereinafter called "Union Carbide") and DEUTSCHE GOLD- UND SILBERSCHEIDEANSTALT VORMALS ROESSLER, a corporation having an office at 6 Frankfurt am Main, Weissfrauenstrasse 9, Germany (hereinafter called "Degussa");

W I T N E S S E T H:

WHEREAS, Union Carbide produces asbestos based thickening agents and has know-how and patent rights concerning production and applications for such thickening agents; and

WHEREAS, Degussa has know-how concerning production and use of asbestos based thickening agents and has a sales organization with technical service facilities; and

WHEREAS, Union Carbide and Degussa wish to cooperate in investigating and developing a market for such thickening agents;

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

1. Degussa agrees to engage in market development efforts for asbestos based thickening agents and will use its best efforts in the countries listed in Schedule A attached hereto and made a part hereof.

2. In connection with the aforementioned market development efforts, Union Carbide agrees to sell and Degussa agrees to buy Calidria Asbestos R-G 244 and Calidria Asbestos R-G 144 meeting the specifications under certain test methods, all as contained

in Schedule B, to be mutually agreed upon and attached hereto and made a part hereof.

3. Union Carbide may attempt modifications of the products to be sold hereunder, if such modification appears suitable and feasible to both parties.

4. Union Carbide shall make available to Degussa, free of any charge, up to a total quantity of 11,000 pounds of Calidria Asbestos R-G 244 and/or Calidria Asbestos R-G 144.

5. The price for material sold hereunder shall be:

Calidria Asbestos R-G 244 ------ 80¢ per lb. c.i.f. Antwerp, less 10%

Calidria Asbestos R-G 144 ------ 40¢ per lb. c.i.f. Antwerp, less 10%.

Union Carbide and Degussa agree to negotiate concerning modification of the aforementioned prices if either party requests such discussion. If after negotiation, Union Carbide and Degussa are unable to agree on such a modification, and either or both parties desires such a modification, then this Agreement shall immediately terminate and the provisions of Paragraph 12 hereof shall not be applicable. Notwithstanding what precedes Union Carbide agrees to deliver to Degussa within six months after said termination up to 110,000 lbs. of the products mentioned above at the price prevailing on the date of said termination.

6. Union Carbide agrees that Degussa may sell the aforementioned products under Degussa's own trade name. Upon mutually agreeable terms and conditions, the aforementioned products may be packaged at Union Carbide's King City, California plant in bags supplied by Degussa.

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7. (a) Union Carbide agrees to make available to Degussa, at no charge, such technical information concerning the aforementioned products as may assist Degussa in its market development efforts hereunder.

(b) Degussa shall make available to Union Carbide, at no charge, technical and marketing information concerning the aforementioned products which may assist Union Carbide in developing a market for such products.

(c) It is understood that any information disclosed to either party by a third party under a secrecy agreement shall be exempted from the disclosure obligations of sections 7(a) and (b).

8. With respect to confidential or proprietary information, neither party shall, to the extent possible, disclose such information without giving the other a mutually acceptable written description of the information disclosed. The party to whom such information is disclosed agrees to keep such information confidential for a period of five (5) years from the date of disclosure and not to disclose such information to others except its employees who have signed agreements obligating them to the disclosing party to the same extent their employer is obligated hereunder. The aforementioned obligations shall not apply when and to the extent such information was known to the disclosing party prior to receipt and is documented in records made prior to such disclosure or when, after and to the extent such information is generally available to the public, or is subsequently received by the party to whom disclosure was made in good faith from a third party.

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9. Union Carbide agrees to inform Degussa if Union Carbide should develop new asbestos based products for similar end uses to those sold hereunder. Union Carbide also agrees to negotiate with Degussa concerning the possibility of adding one or more of such products to those products sold hereunder.

10. During the term of this Agreement, Union Carbide agrees not to assert against Degussa and third parties to whom Degussa sells the aforementioned products any claim for infringement of a patent owned by Union Carbide by reason of Degussa's or such third parties' use of products sold hereunder.

11. Union Carbide and Degussa agree that disagreements between them concerning interpretation of this Agreement shall be settled by arbitration. Within one (1) month after such a disagreement, Union Carbide and Degussa will each designate one (1) arbitrator. These arbitrators shall name within thirty (30) days of their designation an additional arbitrator to act as chairman of the arbitration tribunal. Should the two (2) arbitrators fail to reach agreement on designating a third to act as chairman, or should either party fail to designate an arbitrator within the time designated above, the power to do so shall pass automatically to the President of the International Chamber of Commerce in Paris. Union Carbide and Degussa agree to accept decisions of the arbitration tribunal as final and binding and, to the extent lawful, to waive all rights to legal review of any such arbitration award.

12. During the term of this Agreement, either party may request discussions with the other concerning any condition which appears

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unacceptable to one or both parties. Union Carbide and Degussa agree to discuss any such matter and to consider possible modifications of this Agreement.

13. Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including, but not limited to, priorities, requisitions, allocations and price adjustment restrictions), inability to obtain material, equipment or transportation, or any other similar or different contingency. The party so affected by a contingency beyond its reasonable control shall use reasonable efforts to remedy such contingency and resume performance hereunder; provided, however, that upon the failure to perform hereunder by either party for more than six (6) consecutive calendar months the other party shall have the right to terminate this Agreement.

14. The term of this Agreement shall be eighteen (18) calendar months from the date of execution. By mutual agreement, the parties may extend the Agreement for six (6) calendar months.

15. No later than six (6) months before the expiration of this Agreement, as provided in Paragraph 14, Union Carbide and Degussa shall mutually evaluate Degussa's marketing efforts hereunder. Union Carbide and Degussa may extend the term of this Agreement one (1) year if both parties agree that sales of 440,000 pounds of Calidria Asbestos R-G 244 are reasonably possible during such additional year.

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Subject to mutually acceptable terms and conditions, the parties may agree to extend this Agreement from year to year thereafter. In addition, Union Carbide agrees to negotiate with Degussa concerning the possibility of Degussa's producing Union Carbide's asbestos based products for similar end uses under mutually acceptable terms and conditions.

16. (a) Union Carbide warrants that the products sold hereunder meet the specifications provided herein. THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE SPECIFIED HEREIN. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE MATERIAL SET FORTH IN THIS AGREEMENT. NO WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY, SHALL BE IMPLIED.

(b) Union Carbide shall sell the aforementioned products under its then current General Terms and Conditions of Sale. In the event said General Terms and Conditions of Sale deviate from any provision of this Agreement, the latter shall prevail.

(c) In the event any claim is filed by a third party, Union Carbide and Degussa shall assist each other in the handling of such claim. Should the third party be successful, both parties shall use their best endeavors to determine the cause of the damage and the party found at fault shall assume full responsibility for such damages vis-a-vis the third party, subject to subparagraphs 16(a) and 16(b) above.

17. This Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of each of the parties hereto, but any assignment thereof by either party without

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the prior written consent of the other party shall be void. Such consent, however, shall not be unreasonably withheld. This Agreement shall not be binding upon either party until it is signed by an authorized representative of such party.

18. No modification of this Agreement or waiver of the terms or conditions thereof shall be binding upon either party unless approved in writing by an authorized representative.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

UNION CARBIDE CORPORATION

By _____
Vice President and General Manager of its Chemicals and Plastics Operations Division

DEUTSCHE GOLD- UNDER SILBERSCHEIDEANSTALT VORMALS ROESSLER

By _____

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SCHEDULE A

Austria

Belgium

Denmark

Federal Republic of Germany (including West Berlin)

Finland

France

Greece

Italy

Luxembourg

Netherlands

Norway

Portugal

Spain

Sweden

Switzerland

United Kingdom

THIS AGREEMENT dated as of the day of , 19 , between UNION CARBIDE ASIA LIMITED (hereinafter called "UCASIAL"), a private company of Hong Kong, having an office at Shell House, 4th Floor, Hong Kong, and DEUTSCHE GOLDUND SILBERSCHEIDEANSTALT VORMALS ROESSLER, a corporation having an office at 6 Frankfurt am Main, Weissfrauenstrasse 9, Germany (hereinafter called "Distributor");

W I T N E S S E T H:

WHEREAS, UCASIAL has been authorized by UCASIAL's United States of America affiliate, Union Carbide Corporation (hereinafter called "Manufacturer"), to sell and solicit orders for the sale of asbestos-based thickening agents; and

WHEREAS, Distributor has know-how concerning production and use of asbestos-based thickening agents and has a sales organization in Japan with technical service facilities; and

WHEREAS, Distributor is willing to sell and solicit orders for the sale of the Products in the Territory on the following terms and conditions; and

WHEREAS, UCASIAL and Distributor wish to cooperate in investigating and developing a market for such thickening agents in Japan;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. UCASIAL hereby appoints Distributor as a nonexclusive distributor in Japan of Calidria Asbestos R-G 244 and Calidria Asbestos R-G 144 (hereinafter called the "Products") meeting the specifications under certain test methods, all as contained in Schedule A, to be mutually agreed upon and attached hereto and made a part hereof.

2. UCASIAL agrees to sell and Distributor agrees to buy for resale, upon the terms and conditions herein set forth, Products in such quantities as Distributor shall need in its business as a distributor of Products. Distributor shall exercise its best efforts to develop the market in Japan for the Products and to resell as large a quantity of the Products as possible.

3. Manufacturer may attempt modifications of the Products to be sold hereunder, if such modification appears suitable and feasible to the parties to this Agreement.

4. (a) The price for material sold hereunder shall be as set forth in Schedule B attached hereto and made a part hereof. The prices set forth in Schedule B shall be

UCASIAL and Distributor agree to negotiate concerning modification of the aforementioned prices if either party requests such discussion. If after negotiation, UCASIAL and Distributor are unable to agree on such a modification, and either or both parties

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desire such a modification, then this Agreement shall immediately terminate and the provisions of Paragraph 12 hereof shall not be applicable. Notwithstanding what precedes, UCASIAL agrees to deliver to Distributor within six (6) months after said termination, up to _____ lbs. of the Products mentioned above at the price prevailing on the date of said termination.

(b) In addition to the purchase price provided in Paragraph 4(a) herein, Distributor shall pay to UCASIAL the amount of all taxes, excises or other governmental charges that UCASIAL or Manufacturer may be required to pay on the sale or transportation of any Product sold and delivered hereunder, except where the law otherwise provides.

5. Payment shall be due _____ ( ) days after date of invoice, billed upon delivery to the designated _____ delivery point. Payment shall be made in United States of America dollars, Hong Kong dollars, or other currency as may be approved by Manufacturer or UCASIAL.

6. UCASIAL agrees that Distributor may sell the aforementioned Products under Distributor's own trade name. Upon mutually agreeable terms and conditions, the aforementioned Products may be packaged at Manufacturer's King City, California plant in bags approved by Distributor.

7. (a) UCASIAL agrees to make available to Distributor, at no charge, such technical information concerning the aforementioned Products as may assist Distributor in its market development efforts hereunder.

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(b) Distributor shall make available to UCASIAL, at no charge, technical and marketing information concerning the aforementioned Products which may assist UCASIAL in developing a market for such Products.

(c) It is understood that any information disclosed to either party by a third party under a secrecy agreement shall be exempted from the disclosure obligations of sections 7(a) and (b).

8. With respect to confidential or proprietary information, neither party shall, to the extent possible, disclose such information without giving the other a mutually acceptable written description of the information disclosed. The party to whom such information is disclosed agrees to keep such information confidential for a period of five (5) years from the date of disclosure and not to disclose such information to others except its employees who have signed agreements obligating them to the disclosing party to the same extent their employer is obligated hereunder. The aforementioned obligations shall not apply when and to the extent such information was known to the disclosing party prior to receipt and is documented in records made prior to such disclosure or when, after and to the extent such information is generally available to the public, or is subsequently received by the party to wbom disclosure was made in good faith from a third party.

9. UCASIAL agrees to inform Distributor if Manufacturer should develop new asbestos-based products for similar end uses

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to those sold hereunder. UCASIAL also agrees to negotiate with Distributor concerning the possibility of adding one or more of such Products to those Products sold hereunder.

10. During the term of this Agreement, UCASIAL agrees not to assert against Distributor and third parties to whom Distributor sells the aforementioned Products, any claim for infringement of a patent owned by UCASIAL or Manufacturer by reason of Distributor's or such third parties' use of Products sold hereunder.

11. The parties hereto recognize that UCASIAL has no control over Manufacturer's activities and that UCASIAL assumes no obligations whatsoever with respect to Manufacturer's performance of any obligations assumed by Manufacturer.

12. During the term of this Agreement, either party may request discussions with the other concerning any condition which appears unacceptable to one or both parties. Union Carbide and Distributor agree to discuss any such matter and to consider possible modifications of this Agreement.

13. Neither party shall be liable for its failure to perform hereunder (other than a failure to pay money) due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including, but not limited to, priorities, requisitions, allocations and price adjustment restrictions), inability to obtain material, equipment or transportation, or any other similar or different contingency. The party so affected

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by a contingency beyond its reasonable control shall use reasonable efforts to remedy such contingency and resume performance hereunder; provided, however, that upon the failure to perform hereunder by either party for more than six (6) consecutive calendar months, the other party shall have the right to terminate this Agreement.

14. The term of this Agreement shall ~~be from~~ commence on _____, and shall continue until terminated on _____, or on any anniversary thereof, by either party upon at least thirty (30) days prior written notice to the other party.

15. Distributor will conduct market surveys and distribute samples for evaluation not later than _____. UCASIAL and Distributor will evaluate the results of this marketing survey and agree upon a mutually beneficial program for marketing asbestos-based thickening agents.

16. (a) UCASIAL warrants that the products sold hereunder meet the specification provided herein. THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE SPECIFIED HEREIN. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE MATERIAL SET FORTH IN THIS AGREEMENT. NO WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, SHALL BE IMPLIED.

(b) Distributor's receipt of any Product delivered hereunder shall be an unqualified acceptance of, and a waiver by Distributor of any and all claims with respect to, such Product

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unless Distributor gives UCASIAL written notice of claim within thirty (30) days after such receipt. No claim against UCASIAL or Manufacturer of any kind, whether as to Product delivered or for nondelivery of Product, and whether or not based on negligence, 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, neither UCASIAL nor Manufacturer shall be liable for any special, indirect or consequential damages resulting from the breach of the warranties set forth in paragraph (a) above.

17. This Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of each of the parties hereto, but any assignment thereof by Distributor without the prior written consent of UCASIAL shall be void. Such consent, however, shall not be unreasonably withheld.

18. This Agreement shall be construed and interpreted and its performance shall be governed by the laws of Hong Kong.

19. No modification of this Agreement or waiver of the terms or conditions thereof shall be binding upon either party unless approved in writing by an authorized representative.

20. It shall be a sufficient giving of any notice, request or other communication in writing hereunder by a party to this Agreement to the other party if the party desiring to give such notice, request or other communication in writing shall deposit a copy of the same in the Post Office for transmission in a registered envelope or shall file a radiogram or telegram with a radio

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or telegraph company properly addressed to the other party at the address hereinabove set forth, or at such other address as the other party hereto shall have theretofore in writing requested the party desiring to give such notice to address the same. The date of giving any such notice or other communication in writing shall be and is held and construed to be the date on which said copy was deposited or such radiogram or telegram was filed as aforesaid. The Post Office registry receipt or the receipt furnished by the radio or telegraph company showing the date of such deposit or such filing shall be prima facie evidence of these facts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

UNION CARBIDE ASIA LIMITED

By _____

Title _____

DEUTSCHE GOLUND SILBERSCHEIDEANSTALT VORMALS ROESSLER

By _____

Title _____

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PJM 2/5/71
JLM 2/24/71

JWK

THIS AGREEMENT, made as of the 1st day of March, 1971, between UNION CARBIDE CORPORATION (hereinafter called "Union Carbide"), a corporation organized and existing under the laws of the State of New York, United States of America, having an office at 270 Park Avenue, New York, New York 10017 U.S.A., and DEUTSCHE GOLD- UND SILBERSCHEIDEANSTALT VORMALS ROESSLER, (hereinafter called "Distributor"), a corporation organized and existing under the laws of Germany, having an office at 6 Frankfurt am Main, Weissfrauenstrasse 9, Germany;

W I T N E S S E T H:

1. Appointment of Distributor

(a) Union Carbide hereby appoints Distributor and Distributor accepts appointment as a ~~non~~ exclusive reseller in the countries listed in Exhibit A attached hereto and hereby made a part hereof (hereinafter called the "Territory"), of the Calidria asbestos products listed in Exhibit B attached hereto and hereby made a part hereof (hereinafter called the "Products"). The Distributor undertakes to exert its best efforts to sell as large a quantity as possible of the Products in the Territory.

(b) ~~Union Carbide reserves the right to appoint other non-exclusive resellers of the Products in the Territory~~. Union Carbide shall have the right at any time by written notice to

1971 Plan for Degussa

A-14 £120,000# , $24,000

A-28 300,000# , $120,000

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Distributor to make additions or deletions in the number of such Products and to make modifications in the specifications of each such Product set forth in Exhibit B.

2. Purchase and Resale of Products

Union Carbide shall sell and Distributor shall purchase from Union Carbide, upon the terms and conditions herein set forth, Products in such quantities as Distributor shall need in its business as a distributor of Products but in no event less than ~~$100,000 ($) in Products~~ the amount in Exhibit C for any Contract Year during the term of this Agreement. ~~Distributor shall exercise its best efforts to resell as large a quantity of the Products as possible in the Territory.~~ UC shall not be obligated to supply in excess of 150% of the minimum purchase quantities specified in ~~attachment~~ Exhibit C (3).

3. Prices

The purchase price for Products sold hereunder shall be as set forth in Exhibit D E attached hereto and hereby made a part hereof, ~~less the distributor discount set forth in Exhibit B.~~ ~~Seller may increase~~ Said prices are subject to increase or decrease by Union Carbide ~~on~~ during the first month of each Calendar Quarter by giving not less than ~~fifteen (15)~~ 30 days prior written notice to Distributor.

C. 4. Delivery

(a) All Products purchased by Distributor hereunder shall be shipped in the minimum quantities specified in Exhibit C.I.F. Antwerp, Belgium. On all shipments title shall pass f.o.b. Union Carbide's King City, California plant.

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

5. Payment

(a) Payment shall be due ~~thirty (30)~~ 90 days after date of invoice, net open account.

(b) Union Carbide 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 Union Carbide due before the date of shipment shall first be paid.

6. Labeling

In the event that Union Carbide's labels on the Products shipped hereunder are not suitable or legal for use in the Territory, the Distributor hereby agrees to relabel the Products purchased by the Distributor so as to comply with any legal requirements of any or all countries or areas in the Territory. The Distributor also agrees to label each container with a translation (in the language of the countries or areas in which the

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Products will be stored, handled or used) of any warnings and cautions the original labels may bear.

Except as above provided, the Distributor shall not repackage or relabel the Products without the prior written consent of Union Carbide if the Distributor's container or label bears Union Carbide's name or any of Union Carbide's trade marks.

7. Trade Marks

Except as otherwise agreed in writing by the parties to this Agreement, Distributor covenants that during the term of this Agreement or after the expiration or termination thereof, Distributor will not incorporate under or otherwise make use of the name Union Carbide, any trade name or trade mark of Union Carbide for the Products sold hereunder, or any trade name or trade mark which, in the judgment of Union Carbide, is confusingly similar thereto. Distributor shall have the right to resell the Products under Distributor's own trade name: "Verdickungsmittel." Upon mutually agreeable terms and conditions, the Products may be packaged at Union Carbide's King City, California plant in bags approved by Distributor.

8. Sales Literature

Union Carbide will furnish Distributor on a no-charge basis reasonable quantities of catalogs regarding the Products and will also furnish, on a no-charge basis such available technical

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8. (a) Union Carbide agrees to make available to Degussa, at no charge, such technical information concerning the aforementioned products as may assist Degussa in its market development efforts hereunder.

(b) Degussa shall make available to Union Carbide, at no charge, technical and marketing information concerning the aforementioned products which may assist Union Carbide in developing a market for such products.

(c) It is understood that any information disclosed to either party by a third party under a secrecy agreement shall be exempted from the disclosure obligations of Sections 8 (a) and (b).

9. With respect to confidential or proprietary information, neither party shall, to the extent possible, disclose such information without giving the other a mutually acceptable written description of the information disclosed. The party to whom such information is disclosed agrees to keep such information confidential for a period of five (5) years from the date of disclosure and not to disclose such information to others except its employees who have signed agreements obligating them to the disclosing party to the same extent their employer is obligated hereunder. The aforementioned obligations shall not apply when and to the extent such information was known to the disclosing party prior to receipt and is documented in records made prior to such disclosure on when, after and to the extent such information is generally available to the public, or is subsequently received by the party to whom disclosure was made in good faith.

information and assistance relating to the application of the Products as it in its sole discretion deems appropriate for sales promotion of the Products.

12 ~~9~~. Warranties

(a) Union Carbide warrants to the Distributor and to the initial user that at the time of shipment each Product delivered hereunder will meet ~~Union Carbide's applicable standard~~ specifications for such Product ~~in effect at the time of shipment or such other specifications~~ as have been expressly agreed upon with Distributor or initial user in writing. (See Exhibit D) Union Carbide further warrants that such Product will be adequately contained, packaged and labeled and conform to the promises and affirmations of fact made on the container and label. THERE ARE NO EXPRESS WARRANTIES TO THE INITIAL USER, DISTRIBUTOR OR ANY THIRD PARTY OTHER THAN THOSE SPECIFIED HEREIN. 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.

Specs part of this agreement 12

(b) Distributor's or initial user's receipt of any Product delivered hereunder shall be an unqualified acceptance of, and a waiver by Distributor or initial user of any and all claims with

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respect to such Product, unless Distributor gives Union Carbide written notice of any claim within thirty (30) days after receipt of such Product or unless initial user gives notice of any claim to Distributor within thirty (30) days after receipt of such Product. No claims against Union Carbide or its affiliated companies of any kind, whether as to Product delivered or for nondelivery of any Product, and whether or not based on negligence, 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, Union Carbide shall not be liable in any event for special, indirect or consequential damages, whether or not caused by or resulting from negligence.

(c) Distributor agrees to incorporate in its terms of sale to its customers and to require its reseller customers to include or have included in the terms of sale to the initial user the applicable warranties and damage limitations set forth in paragraphs (a) and (b) of this Article. The warranty restrictions and damage limitations in paragraphs (a) and (b) hereof shall not, as between (but only as between) Union Carbide and Distributor, apply to any third party claim arising out of the sale or use of the Product if, Distributor (i) complies with the provisions of the first sentence of this paragraph (a) in connection with the sale of the Product which is the subject of such third party claim, (ii) promptly

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notifies Union Carbide in writing of the occurrence of the accident or incident giving rise to such third party claim and of the filing of each suit or action based thereon, (iii) fully cooperate with Union Carbide in the preparation of defenses to such third party claim, and (iv) does not in any manner settle or compromise such third party claim without the prior written approval of Union Carbide; provided, however, that in no event shall Union Carbide be liable for any third party claim arising out of the negligence of Distributor or its employees or representatives or arising out of any act or omission by Distributor which in any way modifies or expands the warranties and damage limitations contained in paragraphs (a) and (b) hereof, including but not limited to giving any reseller or initial user any additional or different oral or written warranty or representation.

(d) Upon receipt of any notice of claim specified in paragraph (b) hereof, Union Carbide will authorize the return of the Product and will replace with satisfactory Product or at its sole discretion credit the Distributor's account accordingly. If upon analysis by Union Carbide the returned Product does not meet its standard specifications, Union Carbide will credit the Distributor's account for the transportation cost of returning the defective product and of shipping the satisfactory Product.

-7-

(8)

3.

Should the result of this agreement lead to the occurrence and development of an unforseen and unacceptable hardship for one or both partners; this being not in the context of the agreement, and frankly and honestly cannot be accepted by the partner, then the partners will immediately discuss the situation to establish in which way the conditions of the agreement may be adapted.

14.

Independently from this the parties agree already now that Distributor ~~DEGUSSA~~ shall have the possibility within the scope of a future cooperation with UC to produce UC's products of asbestos according to processes of UC and/or to produce products of asbestos derived from Distributor's ~~DEGUSSA's~~ own development at terms stipulated by both parties in mutual understanding.

XX.

"UC hereby warrants full validity of patents no. 1,567,517 (FMC - Germany) in the scope represented by UC vis-à-vis ~~DEGUSSA~~. UC will indemnify ~~DEGUSSA~~ and save it harmless from any and all patent infringement claims that may be made against ~~DEGUSSA~~ and/or UC by third parties, and will pay all expenses and damages that may be incurred by ~~DEGUSSA~~ as a result of, or arising out of, or in any way connected with said claims." ? Liability Limit $100,000 ?

(9)

15
~~10.~~ Relationship of Parties

This Agreement does not create any employer-employee, agency, joint venture or partnership relationship between Union Carbide and Distributor. Distributor is not authorized or empowered to act as agent for Union Carbide for any purpose and shall not on behalf of Union Carbide either enter into any contract, undertaking or agreement of any kind whatever or make any promise, warranty or representation with respect to the Products other than such as may be published by Union Carbide in its advertising and sales promotion material. The status of the Distributor shall be that of an independent contractor only.

16. 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, fire, floods, wars, sabotage, accidents, labor disputes 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 other similar or different occurrence. The party whose performance is prevented by any such occurrence shall have the right to omit during the period of such occurrence all or any

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portion of the quantity deliverable during such period, whereupon the total quantity of Product deliverable under this Agreement shall be reduced by the quantity so omitted. If, due to any such occurrence, Union Carbide is unable to supply the total demands for Product specified in this Agreement, Union Carbide shall have the right to allocate its available supply among any or all purchasers as well as departments, divisions and subsidiaries of Union Carbide.

17. Duration and Termination

(a) The term of this Agreement shall commence on the date hereof and shall continue in full force and effect until terminated on 12-31-76. ~~or on any anniversary thereof, by either party giving to the other written notice of termination at least thirty (30) days prior to the effective date of such termination, unless earlier terminated as herein provided.~~ The rights and obligations of the parties under this Agreement shall survive any termination of this Agreement with respect to all orders accepted and Products delivered hereunder prior to the effective date of such termination. As used herein, the term "Contract Year" shall mean a twelve-month period ending on 12-31, 1977 or on any anniversary thereof.

(b) Union Carbide 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

(11)

for the benefit of creditors, (iii) a receiver for Distributor is appointed, (iv) Distributor becomes insolvent, (v) any person who at the time of execution of this Agreement was participating substantially in the operation or ownership of Distributor dies, is incapacitated, removed, eliminated, resigns or withdraws for any reason from Distributor, or (vi) Distributor shall be guilty of a breach of any of the provisions of this Agreement and such breach has continued for ten (10) days after written notice of said breach from Union Carbide. Any termination of this Agreement pursuant to this paragraph (b) shall be in addition to and shall not be exclusive of or prejudicial to any other rights or remedies at law or in equity which Union Carbide may have against Distributor, or (vii) minimum performance standards per Exhibit (C) are not met.

18. Assignment

Any assignment or modification of this Agreement by either party without the prior written consent of the other party shall be void.

19. Exclusion of Indemnity

Each party to this Agreement has duly considered the inconveniences and losses that it will be likely to suffer upon the termination of this Agreement by the other party pursuant to Article 17 hereof, as well as any gains or enrichment which might

accrue to the party so 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 growing out of such termination.

20. Execution and Interpretation

(a) The provisions of this Agreement shall be construed, and the performance thereof governed, in accordance with the laws of the State of New York, United States of America.

(b) 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, and no modification shall be effected by the acknowledgment or acceptance of release or purchase order forms containing other or different terms or conditions.

(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 in the Post Office in a registered or certified envelope, postage prepaid, properly addressed to the other party at the address hereinabove set forth or at such other address as the other party shall have heretofore in writing designated. The date of giving any such notice or other communication shall be

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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.

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

(e) This paragraph and other headings of this Agreement are inserted only for convenience and in no way define, limit or describe the scope of intent of this Agreement nor affect its terms and conditions.

20. Shipments to Sino-Soviet Bloc Countries

The shipment by the Distributor of Products, technical information and know-how relating thereto and the immediate product produced by the use of said technical information and know-how to the Sino-Soviet Bloc Countries or Southern Rhodesia (as hereinafter defined) shall be subject to the laws, rules orders and regulations of the United States of America applicable thereto. These regulations require as a precondition for the transfer by Union Carbide of unpublished technical information and know-how to the Distributor, that the Distributor agree to give such assurances as the Office of Export Control may require, depending on the subject matter of the transferred technical information and

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know-how, that the Distributor will not reexport the transferred technical information and know-how or the Direct Product of the use hereof, to the Sino-Soviet Bloc Countries or Southern Rhodesia without the prior permission of the Office of Export Control, and the Distributor does hereby agree to give such assurances to Union Carbide as needed. At the request of the Distributor, Union Carbide will indicate whether the specific transferred technical information and know-how is subject to the assurance.

As used in this article "Sino-Soviet Bloc Countries" shall mean any and all of the areas and countries in the country groups listed hereinafter and such other areas and countries as may be added thereto or less such areas or countries as may be deleted therefrom during the term of this Agreement, pursuant to said laws, rules, orders and regulations:

1. Poland (including Danzig)
   Rumania

2. Albania
   Bulgaria
   Czechoslovakia
   East Germany (Soviet Zone of Germany and Soviet Sector of Berlin)
   Estonia
   Hungary
   Latvia
   Lithuania
   Outer Mongolia
   Union of Soviet Socialist Republics

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3. China, including Manchurai (and excluding Taiwan (Formosa) (includes Inner Mongolia; the Provinces of Tsinghai and Sikand; Sinkiang; Tibet; the Former Kwantung Leased Territory, the Present Port Arthur Naval Base Area and Liaoning Province)
North Korea
Communist-controlled Area of Viet Nam
Cuba

4. Southern Rhodesia

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

UNION CARBIDE CORPORATION

By_____
(Title)

DEUTSCHE GOLD- UND SILBERSCHEIDEANSTALT
VORMALS ROESSLER

By_____
(Title)

(16)

EXHIBIT A

~~SCHEDULE A-1~~

Territory:

Austria

Belgium

Denmark

Federal Republic of Germany (including West Berlin)

Finland

France

Greece

Italy

Luxembourg

Netherlands

Norway

Portugal

Spain

Sweden

Switzerland

United Kingdom

Sino-Soviet Bloc Countries per ¶ 21

(17)

EXHIBIT B

~~SCHEDULE 6~~

~~Prices~~: Products:

Calidria Asbestos R-G 244
(Verdickungsmittel A-23) ~~0.54 ¢/lb CIF Antwerp~~

Calidria Asbestos R-G 144
(Verdickungsmittel A-14) ~~0.275 ¢/lb CIF Antwerp~~

(18)

EXHIBIT C

Performance Scale of Pricing

Contract Year	Minimum Purchases of Products	Take or Pay	Prices, C/F, Antwerp #/# A-14	A-28
1971	$150,000	$100,000	23	65
1972	$270,000	$200,000	21	61
1973	$320,000	$250,000	20	60
1974	$360,000	$300,000	20	60
1975	$400,000	$350,000	20	60
1976	$450,000	$400,000	20	60

(Estimated ?)

Minimum shipping quantity : A-14 - 33,000 #; A-28 - 11,000 #.

Prices shall apply whenever the minimum purchases are met, or quantities exceeding the minimums; i.e., if they buy $320,000 in 1972 the 1973 prices apply

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UNION CARBIDE CORPORATION
CHEMICALS & PLASTICS OPERATIONS DIVISION
270 Park Avenue, New York, New York 10017

EXHIBIT C D

~~Schedule B~~

CALIDRIA Asbestos

Specifications

	A-28	A-14
Surface Area, BET m^2/g	50 ± 10	50 ± 10
Bulk Density (uncompacted), g/l	50 ± 20	100 ± 25
pH (4% in water)	9.0 ± 0.5	9.5 ± 0.5
Moisture, %	<2	<2
Magnetite, %	<0.3	<0.6
Polyester Viscosity, cps	34,000 ± 4000	— 1000 min.
Sedimentation Volume, %	>80	—

10/1/70

20

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TENTATIVE TEST PROCEDURES FOR R-G244 (A-28) AND R-G144 (A-14)

I. Polyester Viscosity

Equipment

Stirrer - 1750 ± 50 rpm, 5 cm diam., propeller-type - 3 bladed.

Viscometer - Brookfield LV, 6 rpm

Cup - 400 ml. graduated disposable polypropylene

Procedure

1. Mix by hand 4.0 g. sample into 196 g. of the following homogeneous polyester mixture:

   450 g. Rohm & Haas P-43 resin
   50 g. Styrene monomer
   (or a similar mix providing a viscosity of 550 ± 50 cps at 25± 2°C)

2. Stir 10 minutes with the propeller stirrer

3. Allow stirred mixture to stand one hour at 25 ± 2°C and pour slowly into a clean cup.

4. Read viscosity at 6 rpm after spindle has made 6 revolutions
   (Use No. 4 spindle for R-G244 and No. 2 spindle for R-G144)

II. pH

Equipment

Stirrer - Same as I
Lab pH meter and glass electrode.

Procedure

1. Mix 4.0 g. sample into 96 ml. distilled water with the propeller stirrer for 5 minutes (pH of the water should be at least 5.5).

2. Measure pH

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THIS AGREEMENT, made as of the _____ day of _____, 1971, between UNION CARBIDE CORPORATION (hereinafter called "Union Carbide"), a corporation organized and existing under the laws of the State of New York, United States of America, having an office at 270 Park Avenue, New York, New York 10017 U.S.A., and DEUTSCHE GOLD- UND SILBERSCHEIDEANSTALT VORMALS ROESSLER, (hereinafter called "Distributor"), a corporation organized and existing under the laws of Germany, having an office at 6 Frankfurt am Main, Weissfrauenstrasse 9, Germany;

W I T N E S S E T H:

1. Appointment of Distributor

(a) Union Carbide hereby appoints Distributor and Distributor accepts appointment as a non-exclusive reseller in the countries listed in Exhibit A attached hereto and hereby made a part hereof (hereinafter called the "Territory"), of the asbestos products listed in Exhibit B attached hereto and hereby made a part hereof (hereinafter called the "Products"). The Distributor undertakes to exert its best efforts to sell as large a quantity as possible of the Products in the Territory.

(b) Union Carbide reserves the right to appoint other non-exclusive resellers of the Products in the Territory. Union Carbide shall have the right at any time by written notice to

Distributor to make additions or deletions in the number of such Products and to make modifications in the specifications of each such Product set forth in Exhibit B.

2. Purchase and Resale of Products

Union Carbide shall sell and Distributor shall purchase from Union Carbide, upon the terms and conditions herein set forth, Products in such quantities as Distributor shall need in its business as a distributor of Products but in no event less than _____ ($_____) in Products in any Contract Year during the term of this Agreement. Distributor shall exercise its best efforts to resell as large a quantity of the Products as possible in the Territory.

3. Prices

The purchase price for Products sold hereunder shall be as set forth in Exhibit B attached hereto and hereby made a part hereof, less the distributor discount set forth in Exhibit B. Said prices are subject to increase or decrease by Union Carbide on not less than fifteen (15) days prior written notice to Distributor.

C. 4. Delivery

(a) All Products purchased by Distributor hereunder shall be shipped in the minimum quantities specified in Exhibit B C.I.F. Antwerp, Belgium. On all shipments title shall pass f.o.b. Union Carbide's King City, California plant.

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

5. Payment

(a) Payment shall be due thirty (30) days after date of invoice, net open account.

(b) Union Carbide 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 Union Carbide due before the date of shipment shall first be paid.

6. Labeling

In the event that Union Carbide's labels on the Products shipped hereunder are not suitable or legal for use in the Territory, the Distributor hereby agrees to relabel the Products purchased by the Distributor so as to comply with any legal requirements of any or all countries or areas in the Territory. The Distributor also agrees to label each container with a translation (in the language of the countries or areas in which the

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Products will be stored, handled or used) of any warnings and cautions the original labels may bear.

Except as above provided, the Distributor shall not repackage or relabel the Products without the prior written consent of Union Carbide if the Distributor's container or label bears Union Carbide s name or any of Union Carbide's trade marks.

7. Trade Marks

Except as otherwise agreed in writing by the parties to this Agreement, Distributor covenants that during the term of this Agreement or after the expiration or termination thereof, Distributor will not incorporate under or otherwise make use of the name Union Carbide, any trade name or trade mark of Union Carbide for the Products sold hereunder, or any trade name or trade mark which, in the judgment of Union Carbide, is confusingly similar thereto. Distributor shall have the right to resell the Products under Distributor's own trade name: "Verdickungsmittel." Upon mutually agreeable terms and conditions, the Products may be packaged at Union Carbide's King City, California plant in bags approved by Distributor.

8. Sales Literature

Union Carbide will furnish Distributor on a no-charge basis reasonable quantities of catalogs regarding the Products and will also furnish, on a no-charge basis such available technical

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information and assistance relating to the application of the Products as it in its sole discretion deems appropriate for sales promotion of the Products.

9. Warranties

(a) Union Carbide warrants to the Distributor and to the initial user that at the time of shipment each Product delivered hereunder will meet Union Carbide s applicable standard specifications for such Product in effect at the time of shipment or such other specifications as have been expressly agreed upon with Distributor or initial user in writing. Union Carbide further warrants that such Product will be adequately contained, packaged and labeled and conform to the promises and affirmations of fact made on the container and label. THERE ARE NO EXPRESS WARRANTIES TO THE INITIAL USER, DISTRIBUTOR OR ANY THIRD PARTY OTHER THAN THOSE SPECIFIED HEREIN. 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.

(b) Distributor's or initial user's receipt of any Product delivered hereunder shall be an unqualified acceptance of, and a waiver by Distributor or initial user of any and all claims with

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respect to such Product, unless Distributor gives Union Carbide written notice of any claim within thirty (30) days after receipt of such Product or unless initial user gives notice of any claim to Distributor within thirty (30) days after receipt of such Product. No claims against Union Carbide or its affiliated companies of any kind, whether as to Product delivered or for nondelivery of any Product, and whether or not based on negligence, 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, Union Carbide shall not be liable in any event for special, indirect or consequential damages, whether or not caused by or resulting from negligence.

(c) Distributor agrees to incorporate in its terms of sale to its customers and to require its reseller customers to include or have included in the terms of sale to the initial user the applicable warranties and damage limitations set forth in paragraphs (a) and (b) of this Article. The warranty restrictions and damage limitations in paragraphs (a) and (b) hereof shall not, as between (but only as between) Union Carbide and Distributor, apply to any third party claim arising out of the sale or use of the Product if, Distributor (i) complies with the provisions of the first sentence of this paragraph (a) in connection with the sale of the Product which is the subject of such third party claim, (ii) promptly

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notifies Union Carbide in writing of the occurrence of the accident or incident giving rise to such third party claim and of the filing of each suit or action based thereon, (iii) fully cooperate with Union Carbide in the preparation of defenses to such third party claim, and (iv) does not in any manner settle or compromise such third party claim without the prior written approval of Union Carbide; provided, however, that in no event shall Union Carbide be liable for any third party claim arising out of the negligence of Distributor or its employees or representatives or arising out of any act or omission by Distributor which in any way modifies or expands the warranties and damage limitations contained in paragraphs (a) and (b) hereof, including but not limited to giving any reseller or initial user any additional or different oral or written warranty or representation.

(d) Upon receipt of any notice of claim specified in paragraph (b) hereof, Union Carbide will authorize the return of the Product and will replace with satisfactory Product or at its sole discretion credit the Distributor's account accordingly. If upon analysis by Union Carbide the returned Product does not meet its standard specifications, Union Carbide will credit the Distributor's account for the transportation cost of returning the defective product and of shipping the satisfactory Product.

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10. Relationship of Parties

This Agreement does not create any employer-employee, agency, joint venture or partnership relationship between Union Carbide and Distributor. Distributor is not authorized or empowered to act as agent for Union Carbide for any purpose and shall not on behalf of Union Carbide either enter into any contract, undertaking or agreement of any kind whatever or make any promise, warranty or representation with respect to the Products other than such as may be published by Union Carbide in its advertising and sales promotion material. The status of the Distributor shall be that of an independent contractor only.

11. 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, fire, floods, wars, sabotage, accidents, labor disputes 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 other similar or different occurrence. The party whose performance is prevented by any such occurrence shall have the right to omit during the period of such occurrence all or any

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portion of the quantity deliverable during such period, whereupon the total quantity of Product deliverable under this Agreement shall be reduced by the quantity so omitted. If, due to any such occurrence, Union Carbide is unable to supply the total demands for Product specified in this Agreement, Union Carbide shall have the right to allocate its available supply among any or all purchasers as well as departments, divisions and subsidiaries of Union Carbide.

12. Duration and Termination

(a) The term of this Agreement shall commence on the date hereof and shall continue in full force and effect until terminated on _____, or on any anniversary thereof, by either party giving to the other written notice of termination at least thirty (30) days prior to the effective date of such termination, unless earlier terminated as herein provided. The rights and obligations of the parties under this Agreement shall survive any termination of this Agreement with respect to all orders accepted and Products delivered hereunder prior to the effective date of such termination. As used herein, the term "Contract Year" shall mean a twelve-month period ending on _____, 1972 or on any anniversary thereof.

(b) Union Carbide 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

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for the benefit of creditors, (iii) a receiver for Distributor is appointed, (iv) Distributor becomes insolvent, (v) any person who at the time of execution of this Agreement was participating substantially in the operation or ownership of Distributor dies, is incapacitated, removed, eliminated, resigns or withdraws for any reason from Distributor, or (vi) Distributor shall be guilty of a breach of any of the provisions of this Agreement and such breach has continued for ten (10) days after written notice of said breach from Union Carbide. Any termination of this Agreement pursuant to this paragraph (b) shall be in addition to and shall not be exclusive of or prejudicial to any other rights or remedies at law or in equity which Union Carbide may have against Distributor.

13. Assignment

Any assignment or modification of this Agreement by either party without the prior written consent of the other party shall be void.

14. Exclusion of Indemnity

Each party to this Agreement has duly considered the inconveniences and losses that it will be likely to suffer upon the termination of this Agreement by the other party pursuant to Article 12 hereof, as well as any gains or enrichment which might

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accrue to the party so 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 growing out of such termination.

15. Execution and Interpretation

(a) The provisions of this Agreement shall be construed, and the performance thereof governed, in accordance with the laws of the State of New York, United States of America.

(b) 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, and no modification shall be effected by the acknowledgment or acceptance of release or purchase order forms containing other or different terms or conditions.

(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 in the Post Office in a registered or certified envelope, postage prepaid, properly addressed to the other party at the address hereinabove set forth or at such other address as the other party shall have heretofore in writing designated. The date of giving any such notice or other communication shall be

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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.

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

(e) This paragraph and other headings of this Agreement are inserted only for convenience and in no way define, limit or describe the scope of intent of this Agreement nor affect its terms and conditions.

16. Shipments to Sino-Soviet Bloc Countries

The shipment by the Distributor of Products, technical information and know-how relating thereto and the immediate product produced by the use of said technical information and know-how to the Sino-Soviet Bloc Countries or Southern Rhodesia (as hereinafter defined) shall be subject to the laws, rules orders and regulations of the United States of America applicable thereto. These regulations require as a precondition for the transfer by Union Carbide of unpublished technical information and know-how to the Distributor, that the Distributor agree to give such assurances as the Office of Export Control may require, depending on the subject matter of the transferred technical information and

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know-how, that the Distributor will not reexport the transferred technical information and know-how or the Direct Product of the use hereof, to the Sino-Soviet Bloc Countries or Southern Rhodesia without the prior permission of the Office of Export Control, and the Distributor does hereby agree to give such assurances to Union Carbide as needed. At the request of the Distributor, Union Carbide will indicate whether the specific transferred technical information and know-how is subject to the assurance.

As used in this article "Sino-Soviet Bloc Countries" shall mean any and all of the areas and countries in the country groups listed hereinafter and such other areas and countries as may be added thereto or less such areas or countries as may be deleted therefrom during the term of this Agreement, pursuant to said laws, rules, orders and regulations:

1. Poland (including Danzig)
   Rumania

2. Albania
   Bulgaria
   Czechoslovakia
   East Germany (Soviet Zone of Germany and Soviet Sector of Berlin)
   Estoria
   Hungary
   Latvia
   Lithuania
   Outer Mongolia
   Union of Soviet Socialist Republics

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3. China, including Manchurai (and excluding Taiwan (Formosa) (includes Inner Mongolia; the Provinces of Tsinghai and Sikand; Sinkiang; Tibet; the Former Kwantung Leased Territory, the Present Port Arthur Naval Base Area and Liaoning Province)
North Korea
Communist-controlled Area of Viet Nam
Cuba

4. Southern Rhodesia

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

UNION CARBIDE CORPORATION

By_____
(Title)

DEUTSCHE GOLD- UND SILBERSCHEIDEANSTALT
VORMALS ROESSLER

By_____
(Title)