2/2/71

F.W. Rawlings

Per your request.

P.D. Morgan --

PLAINTIFF'S EXHIBIT UC-1430

AGREEMENT made as of the 1st day of October, 1970, 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 marketing efforts for asbestos based thickening agents and will use its best efforts in the countries listed in Schedule A-1 attached hereto and made a part hereof. Degussa has further the right, subject to the provisions of the U.S. Export Control Regulations, to develop marketing efforts in the countries listed in Schedule A-2 attached hereto and hereby 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, 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. The price for material sold hereunder shall be as set forth in Schedule C attached hereto and made a part hereof. The prices set forth on Schedule C shall be c.i.f. Antwerp. 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.

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

Union Carbide trial exhibit UC-1430: Union Carbide–Degussa Agreement on Asbestos Thickening Agents (1970), with... Published by AsbestosClaims.Law
ACL Doc 16562 · Page 3 of 19 asbestosclaims.law/library/16562/3

6. Union Carbide agrees that Degussa may sell the aforementioned products under Degussa's own trade name: "Verdickungsmittel A-14" and "Verdickungsmittel A-28". Upon mutually agreeable terms and conditions, the aforementioned products may be packaged at Union Carbide's King City, California plant in bags approved by Degussa.

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

Union Carbide trial exhibit UC-1430: Union Carbide–Degussa Agreement on Asbestos Thickening Agents (1970), with... Published by AsbestosClaims.Law
ACL Doc 16562 · Page 4 of 19 asbestosclaims.law/library/16562/4

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 from a third party.

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

Union Carbide trial exhibit UC-1430: Union Carbide–Degussa Agreement on Asbestos Thickening Agents (1970), with... Published by AsbestosClaims.Law
ACL Doc 16562 · Page 5 of 19 asbestosclaims.law/library/16562/5

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 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

Union Carbide trial exhibit UC-1430: Union Carbide–Degussa Agreement on Asbestos Thickening Agents (1970), with... Published by AsbestosClaims.Law
ACL Doc 16562 · Page 6 of 19 asbestosclaims.law/library/16562/6

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 calender months the other party shall have the right to terminate this Agreement.

14. The term of this Agreement shall be from March 1, 1970 and shall continue until terminated on March 1, 1971, or on any anniversary thereof, by either party upon at least thirty (30) days prior written notice to the other party.

15. 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 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, SHALL BE IMPLIED.

(b) 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 endeavours 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 subparagraph 16 (a) above.

Union Carbide trial exhibit UC-1430: Union Carbide–Degussa Agreement on Asbestos Thickening Agents (1970), with... Published by AsbestosClaims.Law
ACL Doc 16562 · Page 7 of 19 asbestosclaims.law/library/16562/7

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

19. This Agreement supersedes and cancels effective March 1, 1970 the agreement between Union Carbide and Degussa made as of April 15, 1969.

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

UNION CARBIDE CORPORATION

By _____

Vice President of its
Mining and Metals Division

DEUTSCHE GOLD- UND SILBERSCHEIDEANSTALT
VORMALS ROESSLER

By _____

(Title)

Union Carbide trial exhibit UC-1430: Union Carbide–Degussa Agreement on Asbestos Thickening Agents (1970), with... Published by AsbestosClaims.Law
ACL Doc 16562 · Page 8 of 19 asbestosclaims.law/library/16562/8

SCHEDULE A-1

Austria

Belgium

Denmark

Federal Republic of Germany (including West Berlin)

Finland

France

Greece

Italy

Luxembourg

Netherlands

Norway

Portugal

Spain

Sweden

Switzerland

United Kingdom

SCHEDULE A-2

Bulgaria

Czechoslovakia

East Germany

Hungary

Poland

Rumania

Russia

Yugoslavia

SCHEDULE C

Prices:

Calidria Asbestos R-G 244 (Verdickungsmittel A-28)	0.54 $/lb CIF Antwerp
Calidria Asbestos R-G 144 (Verdickungsmittel A-14)	0.235 $/lb CIF Antwerp

COMMUNICATIONS

telegram/letter message

PLEASE TYPE O[illegible] AND BE AS BRIEF AS POSSIBLE

COMMUNICATIONS DEPARTMENT USE ONLY

MESSAGE NUMBER	TIME	OPERATOR'S INITIALS

PRIVATE LINE	TWX	TELEX	OTHER

MESSAGE BILLING CODE (SHOW 4 DIGIT NUMERICAL CODE ONLY): 6 7 8 3

MESSAGE ADDRESSED TO

ADDRESSEE	UCC ACTIVITY	CITY
W. LIND	UNICARBIDE	GENEVA, SWITZERLAND
CC: H. WIJSMAN	"	" "
P. MATTHEY	"	" "
J. W. RAWLINGS	NYO - 38th floor	

MESSAGE SECTION — *If additional addressees are required continue to list below:*

RE. ASBESTOS. MANY THANKS YOUR TX. HAVE ALSO RECEIVED LETTER FROM FRANKENBUSCH STATING SIMILAR SHOCKING ATTITUDE. NEED COPY DECUSSA LETTER TO SACI AND OR ANY OTHER THEIR CUSTOMERS REGARDING OUR PRODUCTS. PLS. TX THROUGH TO US AND GIVE COPY TO PIERRE MATTHEY. THANKS AND REGARDS.

REIDER

RECEIVED

NOV 24 1971

DATE	SIGNATURE	UCC ACTIVITY	CITY
11/24/71	P.L.REIDER - 38th FL.	MINING & METALS	NYO

— TO COMMUNICATIONS DEPARTMENT —

UC 149-284

DEGUSSA

Geschäftsbereich Pigmente

DEGUSSA, D-6000 Frankfurt 1, Postfach 3993

Frankfurt (Main) Weissfrauenstrasse 9

Telefon: (0611) 218-1
Telegramme: Degussa Frankfurtmain
Telex: 4 1221 dgffm d
Bank: 500 107 00 LZB Frankfurt (M)
Postscheck: (8) 1501 Frankfurt (Main)
Geschäftszeit: montags-freitags 7.50-16.40
Register-Nr.: 72 HRB 8239 Frankfurt (Main)

Ihre Zeichen	Ihre Nachricht vom	Unsere Zeichen	Telef.-Durchwahl	Datum
		PT-MV/Krs-us	218-2045	29. Nov. 1971

Asbestverdickungsmittel A 14 und A 28
Einstellung des Vertriebs zum 31. 12. 1971

Sehr geehrte Herren!

Sie gehören seit einiger Zeit zu unseren treuen Kunden für Asbestverdickungsmittel und haben sicherlich die Vorzüge dieses Materials schätzen gelernt.

Trotz der technischen Erfolge haben wir uns entschlossen, den Vertrieb von Asbestverdickungsmitteln mit Wirkung vom 31. 12. 1971 einzustellen.

Der Hauptgrund für diese Maßnahme sind unsere gesundheitlichen Bedenken im Hinblick auf mögliche Nebenwirkungen. Es war schon früher bekannt, daß das Einatmen von größeren Mengen Asbestfasern zur Entstehung von Asbestose führen kann, die sich jedoch durch Einhaltung der vorgeschriebenen Schutzmaßnahmen vermeiden ließ. Wie erst neuere statistische Arbeiten ergeben haben, ist nicht auszuschließen, daß auch bei Beachtung der Sicherheitsvorschriften Lungen- und Bauchfellkrebs verursacht werden kann.

Wir halten es deshalb für unsere Pflicht, die Asbestfaserprodukte vom Markt zurückzuziehen, obwohl nach unserer Kenntnis nicht alle Anbieter unsere Bedenken teilen.

Zu unserem großen Bedauern müssen wir Sie daher mit dem Problem konfrontieren, Ihre unter Verwendung von A 14 und A 28 ausgearbeiteten Rezepturen umzugestalten. Als Austauschprodukte können wir Ihnen unsere AEROSIL-Typen

-2-

Union Carbide trial exhibit UC-1430: Union Carbide–Degussa Agreement on Asbestos Thickening Agents (1970), with… Published by AsbestosClaims.Law
ACL Doc 16562 · Page 13 of 19 asbestosclaims.law/library/16562/13

DEGUSSA

2. Blatt an

Datum 29. 11. 1971
PT-MV/Krs-us

empfehlen, obwohl sie nicht alle technischen Eigenschaften besitzen, um A 14 und A 28 in jedem Anwendungsfall voll zu ersetzen. Die Herren unseres Außendienstes und unserer Anwendungstechnik stehen Ihnen selbstverständlich jederzeit zur Verfügung, um Sie bei der Rezepturumstellung zu beraten.

Sollten Sie trotz unserer Bedenken gegenwärtig auf den Einsatz von A 14 und A 28 nicht verzichten können, so sind wir bereit, alle bis zum 31. 12. 1971 eingehenden Aufträge auf Ihr Risiko zu erfüllen.

Wir hoffen, daß Sie unseren Schritt verstehen werden, und verbleiben

Anlage:
Zusammenfassung Gutachten

mit freundlichen Grüßen

D E G U S S A

ppa. Sauerborn i. V. Kress

DEGUSSA

TOX-D .Me-Kr:./us Frankfurt, 29. Nov. 1971

Zusammenfassung der toxikologischen Literatur über Asbestfaserprodukte

Vor der Markteinführung der Asbestverdickungsmittel wurde 1968 ein toxikologisches Gutachten erstellt. Zu diesem Zeitpunkt war bekannt, wie in dem Merkblatt 30/31 der Berufskrankheiten-Verordnung beschrieben, daß Asbestfasern bei entsprechend starker Exposition zu einer fortschreitenden Lungenfibrose (Asbestose) führen können, daß Lungenkrebs in Verbindung mit Asbestose relativ häufig beobachtet wurde und Pleuraendotheliome (Krebs des Lungenfells) vorkommen können. Wenn Schutzmaßnahmen angewandt wurden, wie in dem Merkblatt ZH 1/138 gefordert, schien die Gefahr gebannt.

Erst nach 1968 verdichteten sich die Informationen, die zu folgender neuer Beurteilung führten:

Asbeststaub gefährdet nicht nur den Hersteller von Asbestprodukten, wobei angezweifelt wird, daß der bisher angenommene TLV (Threshold limit value) als zuverlässig anzusehen ist, sondern kann auch die Verarbeiter von Asbestprodukten und sogar die Bevölkerung, die in der Nähe von asbestbe- und-verarbeitenden Betrieben wohnt, gefährden.

Die neueren statistischen Untersuchungen von Dr. Selikoff, New York, berichten in verstärktem Maße von Fällen von Mesotheliomen bei Personen, die nur kurzzeitig einer relativ geringen Menge Asbestfasern ausgesetzt waren. So verdichtete sich der Verdacht, daß Asbestfasern nicht nur eine Gefahr am Arbeitsplatz sondern auch für die Umwelt darstellen.

DEGUSSA

Geschäftsbereich Pigmente

DEGUSSA, D-6000 Frankfurt 1, Postfach 3993

Frankfurt (Main) Weissfrauenstrasse 9

Telefon: (06 11) 2 18-1
Telegramme: Degussa Frankfurtmain
Telex: 4 1 221 dgffm d
Bank: 500 107 00 LZB Frankfurt (M)
Postscheck: (8) 15 01 Frankfurt (Main)
Geschäftszeit: montags-freitags 7.50-16.40
Register-Nr.: 72 HRB 8239 Frankfurt (Main)

Ihre Zeichen	Ihre Nachricht vom	Unsere Zeichen	Telef.-Durchwahl	Datum
		PT-MV/Krs-us	218-2045	Dec. 7, 1971

Asbestos thickening agents A 14 and A 28
Sales-stop until December 31, 1971

Dear Sirs,

You have been a regular customer of ours for some time and have no doubt come to appreciate the advantages of our asbestos fillers.

Although these products have much to offer technically, we have decided to withdraw them from the market between now and the end of the year. We are doing so mainly because of our misgivings regarding the possible health effects of asbestos fibres. It has long been an established fact that the inhaling of asbestos dust in larger amounts can cause asbestosis which it is possible to prevent, however, by adherance to the relevant safety regulations. Only more recently has statistical evidence begun to build up from which it appears that asbestos dust cannot be ruled out as a possible cause of lung and peritoneal cancer, even when these regulations are observed.

We consider it our duty, therefore, to withdraw this material from the market although, as far as we know, not all who offer such products for sale share our misgivings.

As a result, you will to our great regret be faced with the problem of having to revise any formulations of which A 14 and A 28 are constituent parts. We can offer you our AEROSIL as alternatives although they are not in every respect functionally fully equivalent substitutes. You may rest assured, however, that our service technicians will be only too pleased to help you with the necessary formula modifications that such a change entails.

DEGUSSA

2nd Blatt an

Datum Dec. 7, 1971
PT-MV/Krs-us

If, in spite of our misgivings you decide you need to continue using A 14 and A 28 for the time being, we are prepared to meet any orders reaching us up to and including the 31st december 1971 at your risk.

We trust that you will appreciate our reasons for taking this action and remain,

yours faithfully,

D E G U S S A

Sauerborn i.V. Kress

ZCZCGVA

430 GVA NY 3/29/71

H TRAUTMANN UNICARBIDE

GENEVA SWITZ.

REURTLX DEGUSSA. WOULD BE INTERESTED IN YOUR
RECOMMENDATION MINIMUM DOLLAR AMOUNTS FOR
CANCELLATION BEARING IN MIND FIRST CONTRACT YEAR IS ENTIRELY
PROPSOECTIVE FROM APRIL 15, 1971 TO MARCH 31, 1972 AND THAT
DEGUSSA IS SELLING A-28 AT THE 72 TON PER
YEAR LEVEL WITHOUT ANY PARTICULAR MARKET EMPHASIS.
CONTRACT IS IN NEAR FINAL FORM
AND WOULD LIKE TO TRANSMIT
ASAP
REGARDS
J W RAWLINGS 38.5Ø □) 7,8:-47803 ,32694(

RECEIVED
MAR 30 1971

MR J W RAWLINGS 38TH FLR UCC 26 /3/71 1530/IP

COPY PLS RELAY TO

J L MYERS UC NIAGARA FALLS

COPY

W D HAMILTON/ M E JOESLER GENEVA

COPY W LIND / A MARIS GENEVA (GIVEN)

RE AGREEMENT WITH DEGUSSA

RECEIVED YOUR REPORT ON OUR JOINT VISIT TO DEGUSSA ON MARCH 15, 1971. I SERIUSLY DOUBT THAT DEGUSSA WILL ACCEPT THE NEW MINIMUM DOLLAR AMOUNTS YOU PROPOSE ON PAGE 5 OF YOUR REPORT. IF YOU INSIST ON THESE VALUES I AM AFRAID THAT WE HAVE TO RESTART THE NEGOTIATIONS AGAIN WITH DEGUSSA, PROVIDED THEY WOULD BE EVEN INTERESTED TO CONTINUE NEGOTIATIONS WITH US. I THINK MR. FRANKENBUSCH MADE IT VERY CLEAR THAT ESPECIALLY DURING 1972 AND 1973 HE CANNOT COMMIT DEGUSSA TO BUY QUANTITIES REACHING AN AMOUNT CONSIDERABLY ABOVE THE 30 O/O INCREASE THEY ESTIMATED TO REACH DURING THE NEXT FEW YEARS.

PLEASE LET ME KNOW IF YOU SENT ALREADY A DRAFT OF THE PROPOSED AGREEMNT TO DEGUSSA AND WHEN WE CAN EXPECT OUR COPY. IN ADDITION WOULD LIKE TO KNOW IF YOU INSIST BY ALL MEANS ON THE MINIMUM DOLLAR AMOUNTS MENTIONED IN YOUR REPORT.

REGARDS

H TRAUTMANN

RECEIVED

MAR 2[illegible] 1971

COMMUNICATIONS