From
F. J. McCARTHY, Jr.

47th Floor
551-6086

Indemnity Clause
re De Gussa

RECEIVED
FEB 17 1971

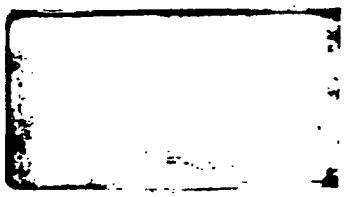
PLAINTIFF'S EXHIBIT
tabbies
UC-1579

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UNION CARBIDE agrees to protect and indemnify De Gussa from and against claims, damages, judgments, expenses and losses arising from infringement or alleged infringement of German Patent 1,567,517. The obligations of UNION CARBIDE hereunder are conditioned upon notice to UNION CARBIDE promptly in writing of the commencement of any suit or proceeding involving the aforesaid patent and the giving of authority, information and assistance by De Gussa for the defense or settlement thereof, and further that De Gussa shall not settle or compromise any such suit or proceeding without the prior written consent of UNION CARBIDE.

From
JAN W. MARES 2/17

46th Floor
551 ~~3294~~
2391

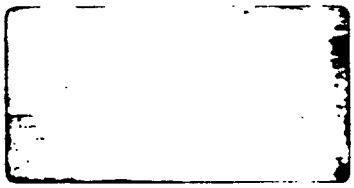


JW RAWLINGS 38

ATTACHED OPN

OWN DISCUSSION





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Note to Law Files

ON Feb 17, 1971 I advised Mr. J. W. Rawlings that based on the unsigned copy of the UCC-Degussa asbestos contract I would construe the relationship as (a) not exclusive and (b) more nearly a buyer-seller one than a distributor or agency one. Based on this construction of the relationship I advised him that it would be unlikely that a termination payment would be due under German Law if the contract were terminated as a result of disagreements over a revised price for the material sold under the agreement. He advised me that we have considered Degussa as a distributor but that Degussa did purchase the goods from UCC and resell them to their customers and did keep an inventory of the goods. I advised that in the future we should emphasize the buyer-seller relationship rather than the distributor relationship. For instance we should not seek their customer lists.

J. W. Mares

cc: J. W. Rawlings

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