PLAINTIFF'S EXHIBIT

UC-2508

INTERNAL CORRESPONDENCE

CORPORATE DISTRIBUTION

ONE CALIFORNIA SAN FRANCISCO, CALIFORNIA 94111

Mrs. L. J. Grogan
Metals Division
King City

August 31, 1979

Corporate Distribution

T. R. Alexander, N.Y.
W. B. DeAtley, King City
W. G. Kahler - M. D. Michaud, N.Y.
S. Hoffman, N.Y.

Bill of Lading Preparation on Truck Shipments of Asbestos

This will confirm our phone conversation concerning bill of lading preparation for truck shipments of asbestos in bags, that are not "dust and silt proof". After discussing with the Law Department, we have concluded that Union Carbide has an obligation to inform carriers that our packaging requires the exclusive use of the vehicle, under the current Department of Transportation regulations. Until further notice, you should use the wording shown on the attached sample bill of lading to accomplish this.

We were advised that the DOT shipping name and hazard class (asbestos ORM-C) were not required on the shipping papers, nor was the shipper's certification that the shipment was properly packaged, marked and described in accordance with DOT regulations.

You advised us that orders which were not being shipped directly to our customers (ie. shipments to warehouse and distributors) were doubled bagged and shrink wrapped in dust and silt proof packages. It is our understanding that these shipments do not require exclusive use, so no notation should be made on the bills of lading for such shipments.

Rail carload and piggyback trailerload shipments which are loaded by the shipper and unloaded by the consignee, are essentially "exclusive use" shipments, in that they are sealed and normally not transferred enroute. We do think that the suggested wording should be used on piggy back shipments, to preclude the possibility of someone transferring from the railroad trailers to highways trailers, between King City and destination.

Customer pickups (will calls) in customer's own equipment can be considered "exclusive use" according Stan Hoffman's memo of 5/21/79. Essentially, the customer has taken delivery of the product at your dock.

RECEIVED
SEP 5 1979
UCC-CALIFORNIA
NIAGARA FALLS, N.Y.

A009568

UCC 024905

You commented that most orders for shipments direct to customers, were for truck/load quantities. There is no doubt, in the short run, common carrier cost will escalate due to the exclusive use requirement. However, this can be minimized somewhat, by the use of collect shipments via ITOFCA and by using B. J. McAdams, for shipments to points East of the Mississippi. If you can furnish information regarding the destinations and annual volume of truck/load shipments, we believe we could support several contract or irregular route common carriers for authority to provide "exclusive use" service at reduced cost. We may even be able to obtain emergency temporary authority for your next order, provided we are given sufficient lead time.

We hope this information proves helpful. Please call us as requested, on each of the direct truck orders to be shipped to customers, and we will advise the best shipping method and cost penalties, if any.

Lloyd H. Shanks

A009869

UCC 024906

TOPS FORM 3047 [illegible] U S A

California Domestic Straight Bill of Lading. Adopted by Carriers in Official, Southern, Western and Illinois Classification Territories, March 15, 1922, as amended April 1, 1936 and June 15, 1941

UNIFORM STRAIGHT BILL OF LADING

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

Company

Agent's No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

At _____ 19__ From _____

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only)

Consigned to _____

Destination _____ State of _____ County of _____

Route _____

Delivering Carrier _____ Car Initial _____ Car No. _____

NO. PACKAGES	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	* WEIGHT (Subject to Correction)	CLASS or RATE	CHECK COLUMN
	Bags Asbestos shorts or waste consisting			
	of material testing not more than			
	0-0-8-8			
	Excluative use of vehicle required			
	under provisions of Hazardous Materials			
	Regulation 49 CFR 173.1090 (d)			
	Do not transfer enroute			

Subject to Section 7of condition, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor.

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.

Per _____

(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$ _____

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding $ _____ per _____

Shipper, Per _____

AGENT _____ PER _____

Permanent postoffice address of shipper _____

A009270

UCC 024907