

TO: Valve Sales Department
Valve Service Department
Advertising Department
Order Department
Credit Department

DATE: April 7, 1961

28-119

SUBJECT: George Yardley Company
902 East Seventeenth St.
Santa Ana, California
Kimberly 7-5533
ZENith 7-0112

FROM: Raymond L. Walter

Effective immediately we have entered into an agreement with the subject company under which they will act for us as an authorized distributor of ASCO solenoid valves in the following territory:

CALIFORNIA - Counties of Los Angeles, Orange, Riverside,
San Bernardino and San Diego.

MEXICO - Baja California

This company will be extended the regular authorized valve distributors discount of **Redact** and regular quantity discount when applicable. This schedule applies to list prices in Valve Catalog No. 25 except Bulletins 8262, 8314, 8345 and Bulletins 8210A and 8211A in 3/8", 1/2" and 3/4" sizes only.

This company will be extended the regular authorized valve distributors discount of **Redact** and regular quantity discounts when applicable. This schedule applies to list prices in Valve Catalog No. 25 for Bulletins 8262, 8314, 8345 and Bulletins 8210A and 8211A in 3/8", 1/2" and 3/4" sizes only.

The discount on parts and repairs for all valves, without exception, is **Redact**. There is no quantity discount on parts.

Whenever making quotations to consumer ('B' accounts) or resale ('R' and 'D' accounts) trade in this territory, please advise the customer quoted that subject company carries a stock of our valves and is in a position to give them immediate delivery service. Also, in the usual manner, copy of the quotation should be sent direct to the authorized distributor.

Raymond L. Walter,
Sales Engineering Specialist

RLW:eb

cc: W. F. Hurlburt, Jr.
ASCO-Los Angeles
George Yardley Company
Memo File

**AUTOMATIC SWITCH COMPANY
AUTHORIZED DISTRIBUTOR AGREEMENT**

MEMORANDUM OF AGREEMENT between AUTOMATIC SWITCH COMPANY, a New York corporation, having its home office at Florham Park, New Jersey, hereinafter called the "Company" and hereinafter called the "Authorized Distributor",

**George Yardley Company
902 East Seventeenth Street
Santa Ana, California**

WITNESSETH:

WHEREAS, the Company recognizes the value of having its standard products in distributor stocks, making them available to meet local requirements for immediate delivery and economical purchase in small quantities, and

solenoid valve

WHEREAS, the Authorized Distributor desires to be appointed as an authorized distributor of the products of the Company,

NOW, THEREFORE, the parties hereto for One Dollar and other good and valuable consideration do hereby agree as follows:

1. The Company hereby agrees to sell its products to the Authorized Distributor, subject to the terms and conditions hereinafter set forth.
2. The territory within which the Authorized Distributor may sell the products of the Company, hereinafter called the "Territory", is as follows:

~~SAN DIEGO COUNTY; BAJA, CALIFORNIA; ORANGE COUNTY;
LOS ANGELES COUNTY; RIVERSIDE COUNTY, SAN BERNARDINO COUNTY.~~

3. The parties hereto recognize that the Territory is not exclusive to the Authorized Distributor but the Company agrees that the number of Authorized Distributors to be appointed for the Territory shall be limited to such minimum number as the Company deems adequate for the Territory.
4. The Authorized Distributor simultaneously with the execution of this Agreement has placed an initial stock order for standard products of the Company. The Authorized Distributor agrees to maintain an adequate stock of standard products of the Company, to maintain a satisfactory sales volume, to follow up inquiries and new accounts which may be referred to the Authorized Distributor by the Company or its Sales Representative and in general agrees that it will to the satisfaction of the Company develop and service the Territory and energetically sell and promote the sale and distribution of the products of the Company in the Territory. The Company and its Sales Representative in the Territory will extend every possible assistance to the Authorized Distributor in promoting its sales. The Company advertises its products on a national basis in many of the leading technical magazines and maintains an extensive program of direct mail advertising. The Company agrees to furnish to the Authorized Distributor such advertising literature and catalogues as may be required by the Authorized Distributor.
5. The Authorized Distributor agrees that it will not advertise, offer for sale, sell, distribute or supply the products of the Company to any person, firm or corporation located outside the Territory.
6. The Company agrees that its Sales Representative in the Territory may be called upon by the Authorized Distributor for sales engineering assistance at all reasonable times.
7. The Company agrees that industrial user and resale business in distributor-stocked items will be referred to an Authorized Distributor in the Territory. Inquiries and orders for special equipment and for the requirements of Original Equipment Manufacturers will be handled direct by the Company or its Sales Representative.
8. The term of this Agreement shall begin upon execution thereof as provided in paragraph 12 and shall continue in effect until **April 7, 1962** and from year to year thereafter until terminated as hereinafter set forth:
 - (a) This Agreement may be terminated at the election of either party in the event of a breach by the other party of any of the provisions hereof, in which event the party electing to terminate shall serve written notice of such election on the breaching party personally or by registered mail. Such termination shall not constitute a waiver of any rights which such party may have for breach of this Agreement;
 - (b) This Agreement may be terminated at the election of either party, without cause, on any anniversary of the date set forth above in this paragraph. The party electing so to terminate shall serve written notice of such election on the other party personally or by registered mail at least 10 days prior to such termination date.
9. All sales by the Company to the Authorized Distributor shall be made in accordance with the Company's established Terms and Conditions of Sale, and in accordance with the Company's Price and Discount Schedules, in effect at the time of such sale.
10. This Agreement is personal to the parties and is not assignable but shall be binding upon the successors, heirs and personal representatives of the parties.
11. It is the understanding of the parties that the sole purpose of this Agreement is to establish a basis for sales of its products by the Company to the Authorized Distributor and that no relationship of principal and agent is created hereby nor is the Authorized Distributor to be considered the agent of the Company under any circumstances.
12. This Agreement shall become effective upon execution by the Authorized Distributor and the Sales Representative of the Company and upon approval by an officer of the Company at its home office.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this

17TH day of MARCH

1961

The above Agreement is hereby approved by the Company this 17th day of April, 1961, the effective date hereof.

AUTOMATIC SWITCH COMPANY
Frank E. Reams
Sales Representative

AUTOMATIC SWITCH COMPANY

By *Frank E. Reams*

By _____

GEORGE YARDLEY COMPANY
Authorized Distributors

By *George Yardley*