

CLAUSE REGARDING RENDERING OF SERVICES

WHEREAS, ABC desires to obtain the benefits X's experience in manufacturing the pressure pipes.

.....

1. J.M. shall furnish to ABC such technical advice and assistance to enable ABC to manufacture products of the same quality which are manufactured and sold by X..... "the certain formula; specifications for machinery and equipment ; production line layout ; raw material specification ; technical information necessary to the processing and manufacture of such products; installation and erection of buildings, machinery and/ or equipment; and assistance to a reasonable extent in the preparation of drawings, plans and specifications for the buildings, machinery and equipment other than architectural design of buildings and detailed mechanical design of machinery and equipment not developed by J.M. ; advice and assistance in the employment of qualified personnel by ABC ; technical training in accordance with X's current customs in such circumstances for employees of ABC so as to qualify them to matters relating to the manufacture of such products ; access for the access for the officers and key employees of ABC to those portions of the factories of X and of its wholly owned subsidiaries in the United States of America where products are commercially manufactured ; and assistance in the selection and purchase of ingredients required in the manufacture of such products ;

Making available to ABC the services of the Johns-Manville Research Laboratories at Manville, New Jersey, to a reasonable-extent such as a now rendered in connection with similar products manufactured by X's wholly -owned subsidiaries in the United States of America, for the purpose of testing and analyzing products manufactured or sole by its competitors, in any, in India;

Making available to ABC a reasonable number of copies from time to time of technical sales literature made available by X or by any of its wholly-owned subsidiaries to its or their customers in the United States of America for use by ABC as guides in preparing its own such sales literature, provided, however, that ABC shall not distribute, reproduce for distribution, or copy the same in whole or in part for distribution, to others without the prior written consent of X; and

Granting permission for ABC in its advertising and sales literature regarding products, and upon products and packages and samples thereof, to use any of the following expressions :

A. 'Manufactured by the Johns-Manville Process'

Or

B. 'Manufactured in accordance with specification of 'Johns-Manville'.

Or

C. 'Manufactured in accordance with Johns-Manville technique'

Or

D. 'any other phrase of similar import, upon obtaining prior approval of X'.

On condition that ABC will not use either the initials 'X' or the name "X' in a trade mark sense indicating that X is the source of the products produced by ABC ; provided that X shall have the right at any time in its sole discretion to cancel the rights granted to ABC by this Paragraph 1.125 if the products manufactured by ABC shall, in the sole judgment of X, not in fact be manufactured in accordance with specifications and techniques of X or be of a quality inferior to products of the same similar kind manufactured by X or by its wholly-owned subsidiaries in the United States of America ; and provided further that ABC shall have to right under this agreement or otherwise to use or to register any trade marks, trade names, or other commercial marks or indicia of X or any translations, transliterations, variations or portions thereof, or any marks or indicia similar thereto or to use the name of X or of its subsidiaries in any manner whatsoever except as hereinabove expressly provided. No failure or delay on the part of X in exercising its right of termination hereunder for any one or more causes shall prejudice or be construed to prejudice its right to termination for such or for any other or subsequent cause. X shall grant to ABC non-exclusive licenses for the life of this agreement under any Letters Patent of India owned by X prior to the Seventh anniversary of the effective date of this agreement to enable ABC to manufactured, use and sell said products in India."