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list being subject to change quarterly, based upon any increase in the cost of steel, other raw materials, and labor, which increased costs must be established by written comparison of existing prices against any increase in such prices signed by the supplier, and records of employee's earnings at United; provided further that any new manufactured product, produced by United, will be added to the list, shown as exhibit "A" hereto attached, within ninety (90) days during which period, Red Arrow shall have the right to field-test the product to determine its marketability, and in the event that the same passes such tests, Red Arrow shall have the exclusive right to, purchase all of said products manufactured by United, however in the event that the same does not pass Red Arrow's field-test, the same will be taken off the list (Exhibit "A") and neither contracting parties assume any obligation or procures any right relative thereto.

- (2) At the end of the ten (10) Year period of this contract either contracting party shall have the right to renew the contract for an additional ten (10) years on the same terms and conditions by giving written notice to the other, within thirty (30) days prior to the expiration of the original term of the contract, otherwise, thereafter this agreement shall continue on a month to month basis.
- (3) Red Arrow agrees to purchase the entire lot of manufactured products produced by United during the term of this agreement upon the terms and conditions recited herein.
- (4) The intent and purpose of this agreement is to create the relationship of buyer and seller, and in no event is either party to act as agent and/or servant for the other, such conduct being expressly prohibited by this agreement; in the event that either party shall presume to act as agent and/or servant for the other in violation of this agreement, such actor binds itself only, and hereby agrees to hold harmless the other contracting party. Another intent and purpose of this agreement is to the end that United shall