

Zurück
Ordner Dir. Dr. Fied

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[Handwritten initials]

GENERAL AGREEMENT.

Agreement dated 11. Okt. 1938, 1938, made by and between the following:

1. N.V. DE BATAAFSCHE PETROLIUM-MAATSCHAPPIJ, a company of The Netherlands, hereinafter called "BATAAFSCHE".

2. THE M.W. KELLOGG COMPANY, a corporation of the State of Delaware, U.S.A., hereinafter called "KELLOGG".

3. STANDARD OIL DEVELOPMENT COMPANY, a corporation of the State of Delaware, U.S.A., hereinafter called "STANDARD DEVELOPMENT", acting for the purposes of paragraph 7 of this Agreement for STANDARD OIL COMPANY, a corporation of the State of New Jersey, U.S.A., hereinafter called "STANDARD".

4. AMMONIAKWERK MERSEBURG GmbH, a German company, hereinafter called "AMMONIAKWERK".

5. RUHRCHEMIE AKTIENGESELLSCHAFT, a German company, hereinafter called "RUHRCHEMIE".

6. N.V. INTERNATIONALE HYDROGENEERINGSOCTROOIEN-MAATSCHAPPIJ (INTERNATIONAL HYDROGENATION PATENTS COMPANY), a company of The Netherlands, hereinafter called "I.H.P.". _____

In consideration of the mutual covenants herein contained the parties hereto agree to do the following things forthwith:

1. BATAAFSCHE agrees to sign and cause the SHELL DEVELOPMENT COMPANY, a corporation of the State of Delaware, U.S.A., to sign in an appropriate manner such of the eight contracts hereto attached as require their signatures as parties.

2. STANDARD DEVELOPMENT and AMMONIAKWERK agree to cause STANDARD OIL COMPANY, a corporation of the State of Delaware, U.S.A., to sign in an appropriate manner such of the eight contracts hereto attached as require its signature as a party.

3. RUHRCHEMIE, KELLOGG, and I.H.P. agree to sign in an appropriate manner such of the eight contracts hereto attached as require their signatures as parties.

4. BATAAFSCHE, KELLOGG, STANDARD DEVELOPMENT and AMMONIAKWERK agree to cause to be organized the HYDROCARBON SYNTHESIS CORPORATION, hereinafter called "USAC", referred to in the attached contracts, and cause it to sign in an appropriate manner such of the eight contracts hereto attached as require its signature as a party.

5. RUHRCHEMIE and I.H.P. agree to cause to be organized the N.V. INTERNATIONALE KOLWATERSTOFFEN SYNTHESE-MAATSCHAPPIJ (INTERNATIONAL HYDROCARBON SYNTHESIS COMPANY), hereinafter called "I.H.S.", referred to in the attached contracts, and cause it to sign in an appropriate manner such of the eight contracts hereto attached as require its signature as a party.

6. RUHRCHEMIE and I.H.P. hereby agree that the signing of this present Agreement by all the parties hereto relieves RUHRCHEMIE and I.H.P. of their obligations, if any, under the preliminary agreement initialed by RUHRCHEMIE on June 21st, 1938.

11. OKT. 1938

7. STANDARD shall in consideration of benefits to be received by it reimburse RUHRCHEMIE for expenses incurred by RUHRCHEMIE by the payment to RUHRCHEMIE of the net amount of RM. 350.000.—, one-tenth in foreign exchange.

8. It is agreed on behalf of the parties to the attached contracts that all of said contracts shall become effective as soon as USAC shall have signed such of them as it is required to sign as a party; and they shall then be effective even though they shall not yet have been signed by I.H.S., provided however that the statutes of I.H.S. shall have been filed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

N.V. DE BATAAFSCHE PETROLEUM MAATSCHAPPIJ.

THE M.W. KELLOGG COMPANY.

STANDARD OIL DEVELOPMENT COMPANY.

AMMONIAKWERK MERSEBURG G.m.b.H.

RUHRCHEMIE AKTIENGESellschaft.

N.V. INTERNATIONALE HYDROGENEERINGSOCTROOIEN MAATSCHAPPIJ
(INTERNATIONAL HYDROGENATION PATENTS COMPANY).