SPECIAL INSTRUCTIONS/DELIVER TO: [redacted]

CHARGE ACCOUNT NO.

PURCHASE ORDER

CYANAMID

AMERICAN CYANAMID COMPANY (BUYER)

[redacted] CHICAGO ILL

QUOTATION DATE | DATE OF ORDER | ISSUING OFFICE ADDRESS | SHEET 1 OF 1

TO (SELLER)
[redacted]

REQ. OR P.O. NO. [redacted]

J.O. NO. [redacted]

ALL SHIPMENTS, PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE MUST BE MARKED WITH THE ABOVE LETTERS AND NUMBERS AND ALSO WITH THE CODE AND NAME OF THE ITEM.

SHIP TO
AMERICAN CYANAMID COMPANY
[redacted]

MAIL INVOICE IN DUPLICATE AND BILL OF LADING TO ACCOUNTING DEPARTMENT AT:
AMERICAN CYANAMID COMPANY
[redacted]

PLEASE ENTER OUR ORDER AS FOLLOWS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND/OR ATTACHED HERETO, WHICH ARE INCLUDED IN AND ARE A PART OF THIS ORDER:

F.O.B. POINT: [redacted]

SHIPPING DATE: [redacted]

VIA | PPD. | COLL. | TERMS: [redacted]

CODE	ITEM	QUANTITY/UNIT	DESCRIPTION	PRICE
		1	[redacted]	[redacted]
			[redacted]	
			PM	

NA-2598 7 PT REV. 3-71 PRINTED IN U.S.A. 3-71 THIS ORDER IS NOT VALID UNLESS SIGNED AMERICAN CYANAMID COMPANY

BY

N9424

NUMERICAL 7

TERMS AND CONDITIONS

1. Seller represents and warrants that all materials, supplies and equipment (hereinafter collectively referred to as "materials") delivered and services furnished hereunder will conform with all applicable laws and that materials, the processes by which they are made and the use thereof for which they are specifically designed by Seller will not infringe any patent. Seller will defend, indemnify and save harmless Buyer from and against any and all loss, liability and expense by reason of any actual or alleged violation of such laws and any actual or alleged infringement of such patents.

2. In case of default by Seller, Buyer may obtain materials and services from other sources and hold Seller responsible for any damages occasioned thereby.

3. Seller represents and warrants that materials furnished by it shall (except when otherwise specified on the face of this order) be new and of first grade and that Seller's services will be performed in a skillful and workmanlike manner. Seller represents and warrants that materials are fit for the purpose for which they are purchased. Seller is responsible for and will make good any defects in workmanship and/or materials covered by this purchase order, which defects become apparent within 12 months from the date of putting same into service. Seller is not relieved of the responsibility imposed by this clause, either as to proper packing, quality of materials or specifications, by reason of acceptance by Buyer.

4. Materials are subject to inspection and test by Buyer and ultimate purchaser at manufacturer's plant.

5. Seller represents and warrants that materials have been produced in compliance with the requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended.

6. Invoices and bills of lading showing full routing, car numbers, etc., should be dated and mailed at the time of shipment and a separate invoice must be made for each destination showing point of shipment and how shipped. Invoices bearing transportation charges must be supported with attached original receipted transportation bills and in the case of consolidated carload shipments must show weight and rate. The discount period, if any, stated on the face of this purchase order shall be calculated from the date of receipt by Buyer of a proper invoice from Seller.

7. If this purchase order requires Seller to furnish, for a lump sum amount, materials or services, Seller shall furnish Buyer with any analysis of such amount that Buyer may reasonably require.

8. If the manufacture, transportation, delivery, receipt or use by either party of any material or services covered hereby is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party, upon prompt notice to the other party (and, in case Buyer gives such notice, in advance of actual shipment), shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference but at Buyer's option, deliveries so omitted shall be made, upon notice thereof to Seller, upon the cessation of such contingency.

9. No assignment of this purchase order or of Seller's obligations hereunder shall be made without Buyer's written consent.

10. If any of the provisions of Seller's proposal or other writing not expressly agreed to by Buyer in writing are in conflict with the terms of this purchase order, the terms of this purchase order shall govern.

11. If Seller's employees, subcontractors or others under Seller's control perform services hereunder at Buyer's premises or at premises of others, Seller shall maintain and shall require subcontractors, if any, to maintain the following kinds of insurance with minimum limits as set forth below:

(a)	Workmen's compensation	Statutory
(b)	Employer's liability	$100,000 each accident - disease
(c)	Contractor's comprehensive general liability (including contractual liability and if subcontractors are employed, contractor's protective liability)	Bodily injury $100,000 each person, $300,000 each occurrence Property damage $50,000 each occurrence
(d)	Automobile public liability (including hired automobiles and non-ownership liability)	Bodily injury $100,000 each person, $300,000 each accident Property damage $50,000 each accident

Before commencing to perform such services, Seller shall furnish insurance certificates as directed by Buyer, satisfactory in form and substance to Buyer, showing the above coverages, and providing for at least ten days prior written notice by the insurance company of cancellation or modification.

12. If Seller's employees, subcontractors or others under Seller's control perform services at Buyer's premises or at Buyer's direction at premises of others, (i) such persons shall comply with all rules and regulations of such premises and (ii) Seller shall keep materials and the premises on which the work is to be done free and clear of all liens for material and labor incident to the performance of Seller's services hereunder.

13. Seller agrees to protect, defend, indemnify and save Buyer harmless from and against any and all expenses, claims, demands or causes of action of every kind and character arising in favor of any person, including employees of both Buyer and Seller, on account of personal injuries or death, or damages to property, arising out of, incident to or resulting directly or indirectly from the performance by Seller hereunder.

14. The Equal Opportunity Clause in Section 202 of Executive Order 11246 is part of this purchase order, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order, and is binding upon Seller. The word "contractor" in the Clause shall mean Seller as applicable.

Rev. 11-70

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