T.C.B. Plant -
Must attach - [illegible] to Buyer or Carrier

JAS

DRAFT
1/14/72

Monsanto Company ("Monsanto") manufactures certain polychlorinated biphenyl products ("PCB's") which Westinghouse Electric Corporation ("Buyer") desires to purchase. While Buyer desires to purchase PCB's because of certain desirable flame resistant and insulator properties, Buyer acknowledges that it is aware and has been advised by Monsanto that PCB's tend to persist in the environment; that care is required in their handling, possession, use and disposition; that tolerance limits have been or are being established for PCB's in various food products.

Monsanto has therefore adopted certain restrictive policies with respect to its further production, sale and delivery of PCB's, including the receipt of undertakings from its customers as set forth below, and Buyer is willing to agree to such undertakings with respect to sales and/or deliveries of PCB's by Monsanto to Buyer.

Accordingly, Buyer hereby covenants and agrees that, with respect to any and all PCB's sold or delivered by or on behalf of Monsanto to or for the account of Buyer on or after the date hereof, and in consideration of any such sale or delivery, Buyer shall defend, indemnify and hold harmless Monsanto, its present, past and future directors, officers, employes and agents, from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and ex-

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penses arising out of or in connection with the receipt, purchase, possession, handling, use, sale or disposition of such PCB's by, through or under Buyer, whether alone or in combination with other substances, including, without implied limitation, any contamination of or adverse effect on humans, marine and wildlife, food, animal feed or the environment by reason of such PCB's.

All existing contracts for the sale of PCB's by Monsanto to Buyer for delivery in the future are hereby amended to contain the provisions set forth above.

The provisions of this agreement shall not be applicable to any PCB's delivered to Buyer prior to the date hereof; and nothing herein shall create or imply any duty or obligation: (i) of Monsanto to sell or deliver any PCB's to Buyer; or (ii) of Buyer to defend, indemnify or hold harmless Monsanto or any other corporation, or any person, for ~~any matter~~ damages resulting from the negligence of Monsanto in its packaging or shipping PCB's or from the failure of PCB's to comply with the contract specifications applicable to such PCB's. No conditions, understandings or agreements purporting to modify or vary the terms hereof shall be binding unless hereafter made in writing specifically referring to this agreement and signed by the party to be bound and no modification or variance of the above undertaking shall be effected by the acknowledgment or acceptance of any sale document, purchase order, shipping instruction or other forms containing terms or conditions at variance herewith.

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In the event of litigation to which these indemnity provisions shall apply, Monsanto will make available to Buyer such information as Monsanto has (excluding trade secrets or proprietary information of Monsanto, or any other information which Monsanto is not legally free to disclose) which may reasonably be required by Buyer in the defense of such litigation, and otherwise will cooperate with Buyer in connection therewith; provided, however, Buyer shall reimburse Monsanto for all out-of-pocket costs and expenses incurred thereby.

This agreement shall be governed by and be construed according to the laws of the State of Missouri.

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