OS-8510
REV 4-76

Monsanto

ACK

CUSTOMER ACKNOWLEDGMENT

SHIPPER'S NO.	DISTRICT	DATE ENTERED	CUSTOMER'S ORDER NO.	INVOICE DATE	INVOICE NUMBER
TERMS				DATE SHIPPED	CAR INITIALS AND NO.

PREPAID OR COLLECT-ROUTING

* DELIVERY F.O.B.

SHIPPED FROM	WHSE. CODE	BOOKED THRU	COPIES CODE	CUST. FORM

SOLD TO

SHIPPED TO

DESCRIPTION	GROSS WEIGHT	* PRICE & UNIT	NET WEIGHT
		ACKNOWLEDGMENT NOT AN INVOICE	

* PRICE AND POINT OF DELIVERY ARE SUBJECT TO PROVISIONS OF SECTION 1 ON REVERSE SIDE.

THANK YOU FOR THE ORDER. SHIPMENT AND/OR DELIVERY WILL BE MADE ON OR ABOUT THE DATE SHOWN BELOW OR AS SOON THEREAFTER AS PRACTICAL.

IF THERE IS ANY UNUSUAL DELAY IN TRANSIT, WE SHALL BE GRATEFUL IF YOU WILL NOTIFY US.

MONSANTO COMPANY

SHIPPING DATE	ARRIVAL DATE

DSW 283222

Monsanto

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TERMS AND CONDITIONS

1. **PRICE.** The order for the goods accepted hereby is accepted subject to delivery when available at Seller's price, point of delivery, service allowance, if any, and terms of payment in effect at date of shipment. If Seller desires to revise the applicable price, point of delivery, service allowance or terms of payment for the goods hereunder, but is restricted to any extent against so doing by reason of any governmental law, regulation, order or action, or if the price, point of delivery, service allowance or terms of payment in effect under this contract are altered by reason of any governmental law, regulation, order or action, Seller shall have the right to terminate this contract with respect to any goods not then delivered by written notice to Buyer.

2. **EXCUSE OF PERFORMANCE.** Deliveries may be suspended by either party in the event of: Act of God, war, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw materials, labor, containers or transportation facilities; compliance with governmental requests, laws, regulations, orders or action; breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); which event makes impracticable the manufacture, transportation, acceptance or use of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, it is impracticable for Seller to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and its customers including (at Seller's option) those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be cancelled without liability, but this contract shall otherwise remain unaffected.

3. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

4. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition a refund of the deposit will be made.

5. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

6. **LIMITED WARRANTY.** Subject to the limitations of Section 7 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications or to the attached specifications, if any. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

7. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage or non-deliverance of goods, negligence or any other cause whatsoever ("defective performance"), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur; provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt or non-receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods, whether such goods are used alone or in combination with other goods. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

8. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in combination with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 8 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

9. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling or delivering the goods or of procuring materials used therein and any tax now in effect or increase in same payable by the Seller because of the production, sale or delivery of the goods such as Sales Tax, Use Tax, Retailer's Occupation Tax, Gross Receipts Tax, Value Added Tax may, at Seller's option, be added to the price herein specified.

10. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on the bill before paying freight.

11. **PLASTIC MATERIALS.** Because of the complications involved in the manufacture of plastic materials where an order calls for a product to be made up specially for Buyer:

(1) A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.

(2) In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order.

12. **ASSIGNMENT.** Buyer shall not assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void.

13. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. Except as provided in Section 1 hereof, no conditions, usage of trade, course of dealing, understanding or agreement purporting to modify, vary, explain or supplement the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgement or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. Any change in the quantity stated herein requested by Buyer and accepted by Seller shall be construed as a modification of this contract only as to quantity with none of the other provisions, terms and conditions herein being affected. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

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