GENERAL ELECTRIC
COMPANY
570 LEXINGTON AVE., NEW YORK, N.Y. 10022

WALTER A. SCHLOTTERBECK
VICE PRESIDENT AND CORPORATE COUNSEL

January 21, 1972

E. J. Putzell, Esq.
Vice President and General Counsel
Monsanto Company
800 North Lindbergh Boulevard
St. Louis, Missouri

Dear Mr. Putzell:

I have executed the "Special Undertaking by Purchasers of Polychlorinated Biphenyls" on behalf of General Electric subject to the following understandings, which Mr. Stapleton has informed me Monsanto will accept:

1. The Special Undertaking applies only to PCB's after risk of loss has passed to General Electric from Monsanto;

2. The Special Undertaking is not applicable to PCB's after their return to Monsanto or its agent for disposal or otherwise;

3. Monsanto shall provide General Electric with timely notice of any claims to which the indemnity applies and shall provide General Electric with reasonable assistance (at General Electric's expense) in the defense of any claim covered by the indemnity.

I would appreciate your indicating Monsanto's acceptance of these conditions by signing the copy of this letter and returning it to me.

PLAINTIFF'S EXHIBIT 43 4-1-98

PLAINTIFF'S EXHIBIT 1347

Very truly yours,

Walter A. Schlotterbeck

ACCEPTED:

By: [signature]
Vice President

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Monsanto

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 694-1000

SPECIAL UNDERTAKING BY
PURCHASERS OF POLYCHLORINATED BIPHENYLS

Monsanto Company ("Monsanto") manufactures certain polychlorinated biphenyl products ("PCB's") which General Electric Company ("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 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 expenses 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.

PLAINTIFF'S EXHIBIT 12

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

Nothing herein shall create or imply any duty or obligation of Monsanto to sell or deliver any PCB's to Buyer. 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.

GENERAL ELECTRIC CO. (Buyer)	MONSANTO COMPANY
BY: Walter O. Schaffer	BY:
TITLE: Vice President and Corporate Counsel	
DATE: January 21, 1972	

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