Westinghouse (Canada)
signed Feb. 14, 1972

Monsanto
CANADA LIMITED

425 St. Patrick Street
LaSalle 670, Quebec
(514) 366-4850

Monsanto Company ("Monsanto") manufactures certain polychlorinated biphenyl products ("PCB's") which are distributed in Canada by Monsanto Canada Limited ("Monsanto Canada") and which Westinghouse Canada Limited ("Buyer") desires to purchase.

~~Canada"~~). 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 and/or Monsanto Canada 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 and Monsanto Canada have therefore adopted certain restrictive policies with respect to ~~its~~ their further production, sale and delivery of PCB's, including the receipt of undertakings from ~~their~~ 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 or ~~by~~ Monsanto Canada 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 or Monsanto Canada 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 and Monsanto Canada ~~as well as their respective~~ present, past and future directors, officers, employees 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.

The point at and after which the provisions of this agreement shall apply to PCB's sold or delivered by or on behalf of Monsanto or Monsanto Canada to or for the account of Buyer on or after the date hereof, and the point at which title and risk of loss with respect to such PCB's shall pass from Monsanto or Monsanto Canada to Buyer, shall be the F.O.B. point at the location from which delivery to Buyer is initiated by Monsanto or Monsanto Canada and shall refer to the point of transfer of possession of the drum, tank car, tank truck, or other container for such PCB's, from Monsanto or Monsanto Canada to Buyer or the first receiving carrier utilized to effect delivery of such PCB's to Buyer.

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 or Monsanto Canada to sell or deliver any PCB's to Buyer; or (ii) of Buyer to defend, indemnify or hold harmless Monsanto or Monsanto Canada or any other corporation, or any person, for any damages resulting from the negligence of Monsanto or Monsanto Canada (in the absence of negligence of Buyer) in its packaging or shipping of 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 ~~this agreement~~ 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.

In the event of litigation to which these indemnity provisions shall apply, Monsanto and/or Monsanto Canada will make available to Buyer such information as Monsanto and/or Monsanto Canada has (excluding trade secrets or proprietary information of Monsanto and Monsanto Canada, or any other information which Monsanto or Monsanto Canada is not legally free to disclose) which may reasonable be required by Buyer in the defense of such litigation, and otherwise will cooperate with Buyer in connection therewith.

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

If the foregoing is acceptable to you, kindly arrange for the enclosed copy of this letter to be executed by Monsanto and Monsanto Canada and return such executed copy to me at your earliest convenience.

WESTINGHOUSE CANADA LIMITED

W. J. McNICOL
Vice President

The foregoing is accepted this 14th day of February, 1972

MONSANTO COMPANY

By _____

MONSANTO CANADA LIMITED

By _____