Monsanto

COMPANY

SALES CONTRACT

SOLD TO Westinghouse Electric Corporation
Capacitor Division
Post Office Box 341
Bloomington, Indiana 47401

THE FOLLOWING GOODS, SUBJECT TO TERMS AS STATED BELOW AND ON THE REVERSE SIDE HEREOF

PERIOD	July 1, 1970 - June 30, 1973
GOODS	Aroclor 1242 (Inerteen PDS - 9818 - 1)
QUANTITY	Buyer's partial requirments estimated at: Period (1) July 1970-June 1971 - 2,900,000 pounds (2) July 1971-June 1972 - 3,000,000 pounds (3) July 1972-June 1973 - 3,200,000 pounds
PAYMENT TERMS	Net 30 days
F.O.B.	Monsanto, Illinois or Anniston, Alabama, freight allowed and prepaid.
PRICES	Tank wagon @ 16¢ per pound

Contract expires at the end of three years unless extended by mutual agreement.

It is understood that the products sold hereunder contain polychlorinated biphenyls, which some studies have shown may be an environmental contaminant. Buyer agrees to use its best efforts to prevent such products from entering into the environment through spills, leakage, use, disposal, wastewater or otherwise. In the event Seller determines that, in order to prevent contamination of the environment, it is necessary to discontinue the sale to Buyer of polychlorinated biphenyls for the applications contemplated by Buyer, Seller may terminate this Agreement at any time by giving Buyer at least ninety (90) days prior written notice.

REMARKS

This contract will not be binding on Seller unless accepted and returned within thirty days from date hereof

ACCEPTED AS OF THE DATE HEREOF

BY _____

TITLE _____

DATED June 18, 1970

MONSANTO COMPANY

BY _____
Donald A. Olson

TITLE Sales Director
Functional Fluids

8-420 REV. 1-68

MONS 077664

1. FORCE MAJEURE. Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, breakdown of machinery or apparatus, material defective requirements, or for any cause beyond the control of such party, preventing the manufacture, shipment, acceptance of or the utilization of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its purchasers, including those not under contract, in an equitable manner. Such deliveries as suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.

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

3. WEIGHTS AND CONTAINERS. In the case of bulk railroad, truck or tank truck shipments, shipper's weights shall govern. Where shipment requires use by Seller of carboys, drums, barrels or other 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 container must be kept in good condition and may not be used for any material other than that shipped thereon and must be returned within sixty days (60) from date of shipment. On such containers being returned in good condition a refund of the deposit will be made.

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

5. WARRANTY. Unless otherwise provided herein, Seller warrants that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence, Seller makes no other warranty or guaranty of any kind whatsoever, express or implied, as to merchantability, fitness for particular purpose or any other matter with respect to the goods, alone or in combination with other goods, and Seller shall not be liable for, and Buyer assumes all risk of, all personal injury and property damage resulting from the handling, possession or use of the goods by Buyer.

6. LIMIT OF LIABILITY. All claims for alleged deficiency or other cause shall be deemed waived unless made and received by Seller within fifteen (15) days after Buyer's receipt of the goods. Seller's liability for the purchase price of goods shall be for the purchase price with respect to which loss or damage occurs. In no event shall Seller be liable for incidental or consequential damages. Transportation charges shall not be paid unless authorized.

7. PATENTS. Seller warrants that any goods sold pursuant to this contract manufactured by Seller according to Buyer's specifications do not infringe any valid U.S. patent. This warranty is conditioned upon Buyer promptly notifying Seller of any claim involving Buyer in which such infringement is alleged. If Seller is affected, that Buyer permit Seller to defend completely the defense of contributory infringement. Seller does not warrant against infringement of any goods sold hereunder, or any process or apparatus used either alone or in combination with other goods, that do not embody a patent.

8. FREIGHT — TAXES. Any increase in freight paid by Seller on shipments covered by this contract, any tax or governmental charge or increase thereof becoming effective increasing the cost of producing, selling, or delivering the goods or the materials used therein, and any tax or governmental increase in same payable by the Seller on the production or sale of the goods, such as Sales Tax, Use Tax, Excise Tax, Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. PRICE REVISION. The price, freight and brokerage allowance, if any, and terms of payment hereunder may be revised as of the beginning of each calendar month commencing on the first day of January, April, July or October after the date hereof (the first day of each such calendar quarterly period), by written notice to Buyer given not less than thirty (30) days prior to the beginning of any such quarterly period. If Seller does not serve Seller with written notice of objection to any such revision prior to the beginning of any quarterly period, such revision will become effective at the beginning of such period. Buyer's written objection to any such revision served upon Seller prior to the effective date thereof shall entitle Buyer to purchase elsewhere the quantity of goods remaining undelivered during the then current quarterly period if Buyer submits satisfactory evidence that such quantities of equal quality are available for purchase from responsible United States manufacturers, and shall have furnished Seller with such evidence and proof of bona fide offers by such manufacturers, and Buyer shall have elected not to meet such lower price, then Seller shall be released from its obligations to deliver during such quarterly period. If Seller desires to change the terms of delivery, service allowance, or terms of payment, Seller may do so pursuant to this paragraph, but is restricted from doing so by reason of any law, decree or regulation of any government, or if the price, freight, service allowance, or terms of payment provided for in this contract are altered by reason of any law, decree or regulation of any government, Seller shall have the right to terminate this contract.

10. PRICE PROTECTION. Should Seller during the term of any shipment under this contract publish a lower delivered price, on material of the same grade and quality as the material involved, for the same use by a customer in the same general area in which the goods are furnish Seller hereunder, Seller will either supply such shipments at such lower price or permit Buyer to purchase such shipments at such lower delivered price from the manufacturer of Buyer's choice, the price and the quantity so purchased to be credited against the total quantity of this contract.

11. ASSIGNMENT. Buyer may not assign this contract or delegate its performance hereunder without the written consent of the Seller, and any attempted assignment or delegation without such consent shall be void.

12. MISCELLANEOUS. This contract shall be governed according to the laws of the State of [illegible] and may not be modified except by written agreement signed by both parties hereto. The headings used in this contract are for convenience only and shall not affect the interpretation of any provision hereof.

(1) ... words is amended to words in paragraph 4 as follows.

(2) ... written notice is amended to ... in paragraph 9 as ...

MONS 077665