Telex from Mobil Oil A.G. January 25, 1972
to Monsanto GmbH

We refer to the advice we received by telephone on the 25th January 1972 from your director, Mr. Albrecht, that PCB containing Pydraul (with the exclusion of the A-types) and Santotherm FR 1 will not be delivered after January 31, 1972 notwithstanding our own continuing delivery obligations to third parties. In connection therewith we would draw your attention to Clause 2 of the Mobil/Monsanto Distributor Agreement dated Dec. 17, 1971 which calls for the joint agreement of the parties to termination of deliveries after taking into account the requirements of both parties. We cannot agree to the date of termination of delivery named by you and we require you to continue to deliver our continuing requirement of these products which results from supply agreements already concluded by ourselves. Should this not occur, we would with regret be obliged to insist upon your fullfillment of your obligations or alternatively claim compensation against you.

We would of course in any event advise our customers of the dangers in continuing use of the products which you have mentioned to us.

We regret the development that has occured but cannot express our agreement with the onesided measure which in the light of the information we have received to date far exceed what is necessary.

Yours faithfully
Mobil Oil AG