Monsanto

COMPANY

[illegible]

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 requirements 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.

[illegible] Tank cars [illegible] 1600 per pound

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

REMARKS 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, vaporizing 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.

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

ACCEPTED AS OF THE DATE HEREOF

[illegible]

BY [illegible]

TITLE [illegible]

DATED June 18, 1970

MONSANTO COMPANY

BY [illegible]

Donald A. Olson
Sales Director
Functional Fluids

EXHIBIT
5
5-25-95 JAS

WLS 003307

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1. FORCE MAJEURE. Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, shipment, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, accident, breakdown of machinery or apparatus, material defense requirements, etc., or any cause beyond the control of such party, preventing the manufacture, shipment, use, planned, or consumption 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 Seller and all of its customers, including those not under contract, in such equitable manner. Such deliveries so 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 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 prior to shipment or set, factory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. WEIGHTS AND CONTAINERS. In the case of bulk carload, truckload, or bulk 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 therein and must be returned within sixty days 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 varied by Seller to either (a) the average of the monthly quantities ordered by Buyer hereunder for the previous contract months, or (b) the maximum quantity ordered 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.

5. WARRANTY. Unless otherwise provided herein, Seller warrants and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence, 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. Buyer agrees that Seller shall not be liable for, and Buyer assumes all responsibility for, 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 defects in quality or description or for any other cause shall be deemed waived unless made and received by Seller within fifteen (15) days after Buyer's receipt of the goods and Seller's sole and Seller's limit of liability for any loss or damage resulting from defective goods, or from any cause shall be for the purchase price of the quantity with respect to which loss or damage is claimed. Any claim for any freight or transportation charges in connection therewith shall Seller be liable for incidental or consequential damages. Transportation charges collect shall not be paid unless authorized.

7. PATENTS. Seller warrants that any goods sold hereunder manufactured entirely by it according to Buyer's specifications will not infringe any valid U.S. patent. This warranty is conditioned upon Buyer promptly notifying Seller in writing of any action threatening Buyer in which such infringement is charged. If Seller is affected, that Buyer promptly and fully authorizes Seller to defend completely the defense or compromise of such action. Seller does not warrant against infringement of any goods sold hereunder, or any part thereof, alone or in conjunction with, other goods not of Seller's manufacture.

8. 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 which after becoming effective increasing the cost of producing, selling, or delivering the goods or the raw materials used therein, and any tax or governmental charge or increase in same payable by the Seller because of the production, sale or delivery 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, quantity, brokerage allowance, if any, and terms of payment specified herein may be revised as of the beginning of each calendar quarter commencing on the first day of January, April, July or October after the date hereof (the "quarterly periods"), by written notice to Buyer given not less than thirty (30) days prior to the beginning of any such quarterly period. Failure to serve Seller with written notice of objection prior to the beginning of any quarterly period in which such revision will become effective shall be deemed acceptance of such revision. Buyer's written objection to any such revision, if duly served upon Seller prior to its effective date, shall entitle Buyer to purchase elsewhere the quantity specified for the quarterly period if Buyer shall have purchased such quantities of equal quality at equal or lower prices from responsible United States manufacturers, and shall have furnished Seller with satisfactory proof of bona fide offers by such manufacturers. Buyer shall have elected not to meet such lower prices, and Seller shall be released from its obligations for the quarterly period. If Seller desires to revise the price, terms of delivery, service allowance, or terms of payment specified in this paragraph, but is restrained from so doing by reason of any law, decree or regulation of any government, or if the price, quantity, brokerage allowance, or terms of payment specified in this contract are altered by reason of any such law, decree or regulation of any government, Seller shall have the right to terminate this contract.

10. PRICE PROTECTION. Should Seller, at the time of any shipment to be made under this contract, quote a lower delivered price on material of like grade and quality in the United States of equal quality, in like quantities, and for the same use by a responsible customer involved, for the same use by a responsible customer, Buyer will accept the goods and furnish Seller satisfactory evidence thereof, and Seller will either supply such shipment at such lower price or permit Buyer to purchase such quantity at such lower delivered price from the manufacturer making such lower price and the quantity so purchased shall be deducted from the total quantity of this contract.

11. ASSIGNMENT. Buyer may not assign this contract or delegate its performance hereunder without the prior written consent of the Seller, and any such 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 terminated or modified except by written agreement signed by both parties hereto. [illegible] shall be binding upon the successors and assigns of the parties hereto.

13. [illegible] is amended so [illegible] as indicated.

14. [illegible] written notice to amend to [illegible] to prevent [illegible]

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