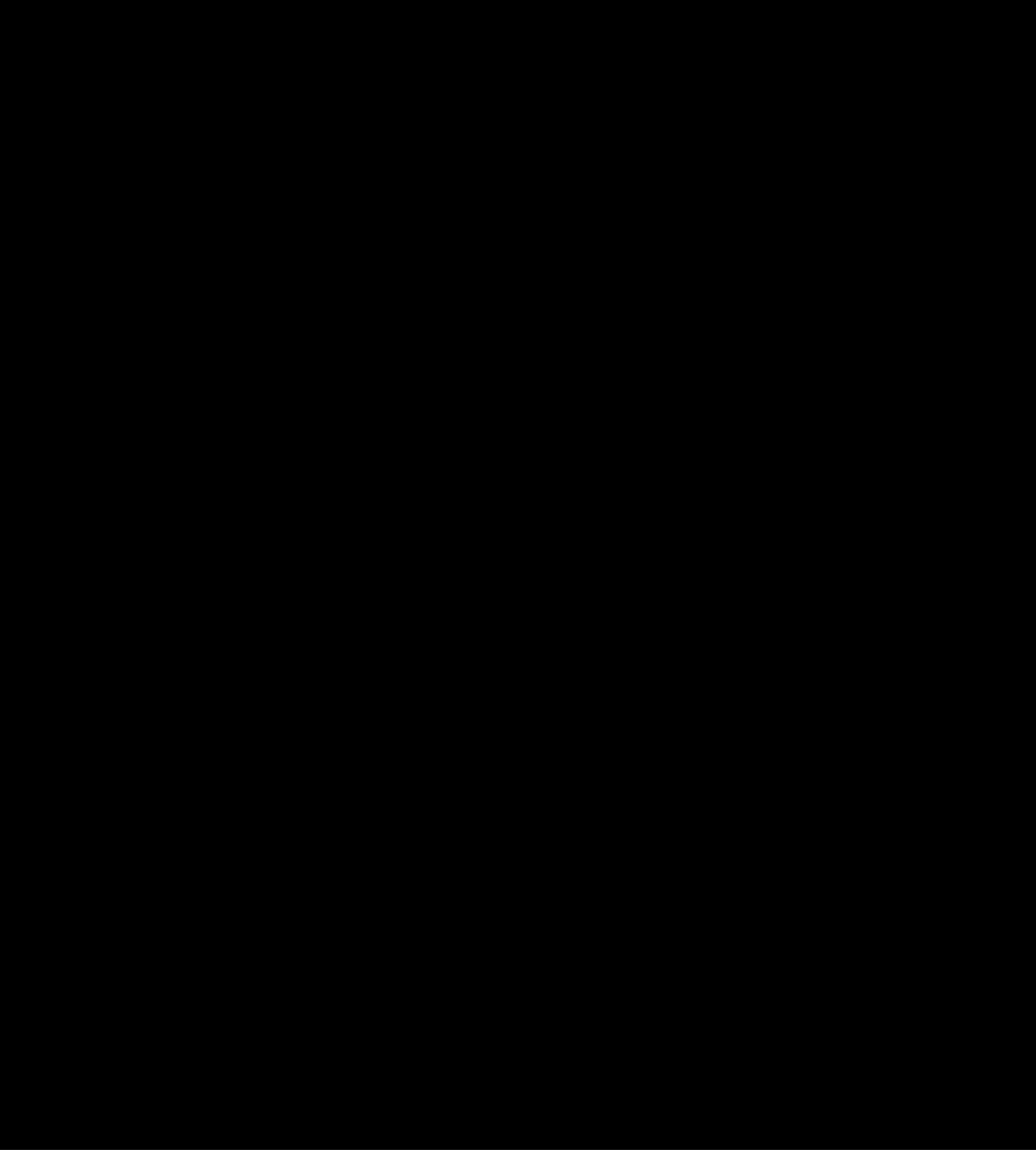
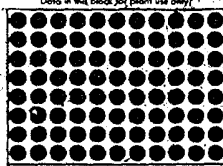






STRAIGHT BILL OF LADING—SHORT FORM  
ORIGINAL—NOT NEGOTIABLE

SHIPPER'S ORDER NO.  
**411-208017**  
CONSIGNEE'S ORDER NO.  
**MC67525**

SHIPPER'S NO.  
**KC 59246**  
**1610-58**

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Bill of Lading.

FROM **KOPPERS COMPANY, INC.** AT **CICERO ILLINOIS** DATE **1/9/81**  
ORGANIC MATERIALS GROUP

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including classification bills of lading conditions, which are hereby agreed to by the shipper and accepted for himself and his assigns.

CONSIGNEE TO **AMERICAN CYANAMID**  
STREET ADDRESS **4500 W 15TH STREET**  
DESTINATION **CHICAGO ILLINOIS 60623**

NAME OF CARRIER **ACME TRUCK**

CAR OR VEH. IN. & NO.

CAR OR VEH. SEAL NO.

ROUTE **106-33**

IF CHARGES ARE TO BE PREPAID WRITE OR STAMP HERE TO BE PREPAID

COLLECT

CONSIGNEE'S NOTIFICATION ADDRESS

| PACKAGES NO. AND KIND | HM | DOT SHIPPING NAME/HAZARD CLASS (IF APPLICABLE)                   | DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS                | WEIGHT (SUBJECT TO CORRECTIONS) | CLASS OR RATE | ✓ |
|-----------------------|----|------------------------------------------------------------------|--------------------------------------------------------------------|---------------------------------|---------------|---|
|                       |    | ADHESIVES, NOIBN (PART A)                                        |                                                                    |                                 |               |   |
|                       |    | ADHESIVES, NOIBN (PART B)                                        |                                                                    |                                 |               |   |
|                       |    | ADHESIVE, NOS/FLAMMABLE LIQUID/ADHESIVES, NOIBN                  |                                                                    |                                 |               |   |
|                       |    | CHEMICALS, NOIBN                                                 |                                                                    |                                 |               |   |
|                       |    | CORROSIVE LIQUID, NOS/CORROSIVE MATERIAL/CHEMICALS, NOIBN        |                                                                    |                                 |               |   |
|                       |    | FLAMMABLE LIQUID, NOS/FLAMMABLE LIQUID/CHEMICALS, NOIBN          |                                                                    |                                 |               |   |
|                       |    | SODIUM SULPHATE                                                  |                                                                    |                                 |               |   |
|                       |    | SODIUM SULPHITE                                                  |                                                                    |                                 |               |   |
|                       |    | SODIUM SULPHITE, CRUDE                                           | MIXTURE OF SODIUM SULPHATE AND SODIUM SULPHITE CRUDE AND UNREFINED |                                 |               |   |
|                       |    | CARBOLIC ACID; PHENOL/POISON B                                   |                                                                    |                                 |               |   |
|                       |    | CORROSIVE LIQUID, NOS/CORROSIVE MATERIAL/CRESYLIC ACID; CRESOL   |                                                                    |                                 |               |   |
|                       |    | CORROSIVE SOLID NOS/CORROSIVE MATERIAL/CRESYLIC ACID; CRESOL     |                                                                    |                                 |               |   |
| <b>495BAG</b>         |    | PHTHALIC ANHYDRIDE                                               |                                                                    | <b>247500</b>                   |               |   |
|                       |    | MALEIC ANHYDRIDE                                                 |                                                                    |                                 |               |   |
|                       |    | RESIN SOLUTION/FLAMMABLE LIQUID/PLASTIC MATERIALS, LIQUID, NOIBN |                                                                    |                                 |               |   |
|                       |    | RESIN SOLUTION/FLAMMABLE LIQUID/RESIN (TANK TRUCK)               |                                                                    |                                 |               |   |
|                       |    | RESIN SOLUTION/COMBUSTIBLE LIQUID/RESIN (TANK TRUCK)             |                                                                    |                                 |               |   |
|                       |    | PLASTIC MATERIALS, LIQUID OR DRY, NOIBN                          |                                                                    |                                 |               |   |

**44 EMPTY BAG WEIGHT**  
**11 PALLETS**

**2480**  
**5770**

**LOT # 3257**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                   |                                                                                                                                                                                                                                    |                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| † C.O.D. \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> TO BE PAID BY SHIPPER <input type="checkbox"/> CONSIGNEE | PLACARDED TENDERED<br>OR<br>RAIL PLACARD-TRUCK                                                                                                                                                                                     | † FGT. WGT. FACTOR (#/G)                                                                                  |
| REMIT TO                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                   | † WEIGHED AT BY                                                                                                                                                                                                                    | Received                                                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                   | GROSS TARE ALLNCE. NET WT. <b>255754</b>                                                                                                                                                                                           | \$<br>to apply in prepayment of the charges on the property described hereon.                             |
| Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.<br>(Signature of Consignor) <b>KOPPERS COMPANY, INC., ORGANIC MATERIALS GROUP</b> per <b>See ★ below</b>                                            |                                                                                   | RATED SHELL CAPACITY (GALS.)<br>SHELL OUTAGE<br>+ DOME INNAGE<br>TOTAL E                                                                                                                                                           | Agent or Cashier<br>PER<br>(The signature here acknowledges only the amount prepaid.)<br>CHARGES ADVANCED |
| NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper:<br>to be not exceeding <b>135 POUND</b>                                                                                                                                                                                          |                                                                                   | PERMANENT POST-OFFICE ADDRESS OF SHIPPER:<br>436 SEVENTH AVENUE-PITTSBURGH, PA. 15219                                                                                                                                              | \$                                                                                                        |
| This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.<br><b>KOPPERS COMPANY, INC., Organic Materials Group-Shipper,</b><br>PER <i>merle...</i><br>* Signature of Shipper's agent next above is also intended as execution of Section 7.<br>Signature above must appear in longhand. |                                                                                   | † Shipper hereby certifies that this shipment is correctly described; correct weight is shown and is subject to verification according to agreement with the Weighing and Inspection Bureau having jurisdiction.<br>PER <i>...</i> | <b>ACME TRUCK</b> AGENT<br><i>...</i>                                                                     |

FOR HELP IN CHEMICAL EMERGENCIES INVOLVING SPILL,  
LEAK, FIRE OR EXPOSURE CALL TOLL FREE  
800-424-9300 DAY OR NIGHT.

÷ ORIGINAL ÷

T-432 REV. 5 10M 11-78 MADE IN U.S.A.

N9467.01

CY0002646



PLEASE INSTRUCTIONS/DELIVER TO

12-21-0110-95123-02

Customer's  
Order



American Cyanamid Company  
(Buyer)

1/6/61

4500 W. 15th St.

SHEET 2 OF 1

QUOTATION ORDER

DATE OF ORDER

ISSUING OFFICE ADDRESS

Robert's Company, Inc.  
Organic Products Div.  
188 Industrial Drive  
Winchester, Ill. 60126

SHIP TO  
American Cyanamid Company  
4500 W. 15th St.  
Chicago, Ill. 60623

ALL SHIPMENTS, PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE  
MUST BE MARKED INDICATING FOLLOWING LETTERS AND NUMBERS AND ALSO WITH THE  
CODE AND NAME OF THE ITEM.

REQ. OR STOCK NO. 10 NO. 1007523

For prompt payment mail invoices in duplicate and B/L to:

☐ DIVISION AMERICAN CYANAMID CO. WAYNE, NJ 07479

☒ SHIP TO ADDRESS

☐ OTHER

Please enter our order as follows subject to the terms and conditions on the reverse  
side hereof and/or attached hereto which are included in and are a part of this order.

F.O.B. POINT

Chicago

SHIPPING DATE

Deliver 1/9/61

VIA

Truck

PPD

COLL

TERMS

Net 30

| CODE     | ITEM | QUANTITY/UNIT | DESCRIPTION        | RECEIPT 1 | RECEIPT 2 |
|----------|------|---------------|--------------------|-----------|-----------|
| 95163-02 | 1    | 24750 lbs.    | Phthalic Anhydride | .377lb.   |           |

Confirming to: Kevin Gross

NA-2500 7-57

REV. 4-78

PRINTED

4-78

FOLLOW UP RECORD

*[Handwritten signature]*

N9467.03

EXPEDITING 5

CY0002648



EXHIBIT C

**TERMS AND CONDITIONS**

THIS DOCUMENT CONTAINS ALL TERMS OF THE PARTIES' AGREEMENT CONCERNING THE MATERIALS OR SERVICES DESCRIBED ON THE FACE HEREOF. IT MAY NOT BE ADDED TO, MODIFIED OR SUPERSEDED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN SELLER'S RESPONSES ARE HEREBY OBJECTED TO AND NO SUBSEQUENT CONDUCT BY BUYER SHALL BE DEEMED TO BE AN ACCEPTANCE THEREOF.

1. Seller represents and warrants that all materials, supplies and equipment (herein collectively referred to as materials) delivered and services furnished hereunder will conform with all applicable laws; that materials, the processes by which they are made and the use thereof for which they are specifically designed by Seller will not infringe any patent; and that each chemical substance sold hereunder has been reported to the EPA, as required by the Toxic Substances Control Act and Regulations, for inclusion in the inventory of chemical substance compiled by the Administrator of the EPA. Seller will defend, indemnify and save harmless Buyer from and against any and all loss, liability and expense by reason of any actual or alleged violation of such laws and any actual or alleged infringement of such patents.

2. In case of default by Seller, Buyer may obtain materials and services from other sources and hold Seller responsible for any damages occasioned thereby.

3. Seller represents and warrants that materials furnished by it shall (except when otherwise specified on the face of this order) be new and of first grade and that Seller's services will be performed in a skillful and workmanlike manner. Seller represents and warrants that materials are fit for the purpose for which they are purchased. Seller is responsible for and will make good any defects in workmanship and/or materials covered by this purchase order, which defects become apparent within 12 months from the date of putting same into service. Seller is not relieved of the responsibility imposed by this clause, either as to proper packing, quality of materials or specifications, by reason of acceptance by Buyer.

4. Materials are subject to inspection and test by Buyer and ultimate purchaser at manufacturer's plant.

5. Seller represents and warrants that materials have been produced in compliance with the requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended.

6. Invoices and bills of lading showing full routing, car numbers, etc. should be dated and mailed at the time of shipment and a separate invoice must be made for each destination showing point of shipment and how shipped. Invoices bearing transportation charges must be supported with attached original receipted transportation bills and in the case of consolidated carload shipments must show weight and rate. The discount period, if any, stated on the face of this purchase order shall be calculated from the date of receipt by Buyer of a proper invoice from Seller.

7. If this purchase order requires Seller to furnish, for a lump sum amount, materials or services, Seller shall furnish Buyer with any analysis of such amount that Buyer may reasonably require.

8. If the manufacture, transportation, delivery, receipt or use by either party of any material or services covered hereby is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party, upon prompt notice to the other party (and, in case Buyer gives such notice, in advance of actual shipment), shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference but, at Buyer's option, deliveries so omitted shall be made, upon notice thereof to Seller, upon cessation of such contingency.

9. No assignment of this purchase order or of Seller's obligations hereunder shall be made without Buyer's written consent.

10. If Seller, its employees, subcontractors or others under Seller's control perform services hereunder at Buyer's premises or at premises of others, Seller shall maintain and shall require subcontractors, if any, to maintain the following kinds of insurance with minimum limits as set forth below:

| A. Workmen's compensation | Statutory | B. Employer's liability                                        | C. Contractor's comprehensive general liability (including contractual liability and subcontractors are employed, contractor's protective liability) |
|---------------------------|-----------|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           |           |                                                                |                                                                                                                                                      |
| (a)                       |           | \$100,000 each accident-disease                                |                                                                                                                                                      |
| (b)                       |           | Bodily injury \$100,000 each person, \$300,000 each occurrence |                                                                                                                                                      |
| (c)                       |           | Property damage \$50,000 each occurrence                       |                                                                                                                                                      |
| (d)                       |           | Bodily injury \$100,000 each person, \$300,000 each occurrence |                                                                                                                                                      |
| (e)                       |           | Property damage \$50,000 each occurrence                       |                                                                                                                                                      |

Before commencing to perform such services, Seller shall furnish insurance certificates as directed by Buyer, satisfactory in form and substance to Buyer, showing the above coverages, and providing for at least ten days prior written notice to Buyer by the insurance company of cancellation or modification.

11. If Seller, its employees, subcontractors or others under Seller's control perform services at Buyer's premises or at Buyer's direction at premises of others, (i) such persons shall comply with all rules and regulations of such premises and (ii) Seller shall keep materials and the premises on which the work is to be done free and clear of all liens for material and labor incident to the performance of Seller's services hereunder.

12. Seller agrees to protect, defend, indemnify and save Buyer harmless from and against any and all expenses, claims, demands, damages, injury or death, or damages to property, arising out of, incident to or resulting directly or indirectly from the performance by Seller hereunder.

13. The Equal Opportunity Clause required by Executive Order 11246, as amended, the Employment Assistance to Veterans Clause required by Executive Order 11701 (41 CFR 50-250) and the Employment of the Handicapped Clause required by the Rehabilitation Act of 1973 (29 CFR 741) are part of this purchase order and binding upon Seller, unless exempted by rules, regulations or orders of the Secretary of Labor. The word 'contractor' in the clauses shall mean Seller, as applicable.

REV. 10-77

05-01-0110-00193-05

B. C. C. INSTRUCTIONS \ DEFINER 10

CHARGE ACCOUNT NO.

CY0002649

INSTRUCTIONS/DELIVER TO

CHARGE ACCOUNT NO.

52-61-0110-95163-02

Purchase order, contract, or invoice, in the event of a purchase order, it shall be the responsibility of the purchaser to obtain the necessary information from the supplier to ensure that the order is correctly filled.

**CYANAMID**

American Cyanamid Company  
(Buyer)

DATE 1/9/61 ISSUING OFFICE ADDRESS 4500 W. 15th St.

SHEET 1 OF 1

TO: **Ruppert's Company, Inc.**  
**Organic Products Div.**  
**188 Industrial Drive**  
**Elizabeth, N.J. 07208**

ALL SHIPMENTS, PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE MUST BE MARKED WITH THE FOLLOWING LETTERS AND NUMBERS AND ALSO WITH THE

REQ. OR TO THE BUYER'S ORDER OF P.O. NO. **Reg 7325**  
TO NO.

For prompt payment mail invoice in duplicate and B/L to:

TO: **American Cyanamid Company**  
**4500 W. 15th St.**  
**Chicago, Ill. 60643**

SHIP TO ADDRESS  
SHIP TO ADDRESS  
SHIP TO ADDRESS

Please enter our order as follows and on the terms and conditions on the reverse side hereof and/or attached hereto which are included in and are a part of this order.

FROM: **Customer**

SHIPMENT NO. 2100 000 000  
SHIPMENT NO. 2100 000 000

SHIPPING DATE  
Deliver 1/9/61

VIA: **Vendor**

PPD. COLL. TERMS  
Net 30

| CODE                              | ITEM | QUANTITY | UNIT | DESCRIPTION        | PRICE   |
|-----------------------------------|------|----------|------|--------------------|---------|
| 95163-02                          | 1    | 24750    | lbs. | Phthalic Anhydride | .37/lb. |
| <p>Confirming to: Kevin Gross</p> |      |          |      |                    |         |

NA-23967PT-1 REV. 4-78 TO PRINTED 4-78

THIS ORDER IS NOT VALID UNLESS SIGNED

American Cyanamid Company

BY

NUMERICAL 7

N9467.04

CY0002650

## TERMS AND CONDITIONS

MHWKICAT 1

THIS DOCUMENT CONTAINS ALL TERMS OF THE PARTIES' AGREEMENT CONCERNING THE MATERIALS OR SERVICES DESCRIBED ON THE FACE HEREOF. IT MAY NOT BE ADDED TO, MODIFIED OR SUPERSEDED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN SELLER'S RESPONSES ARE HEREBY OBJECTED TO AND NO SUBSEQUENT CONDUCT BY BUYER SHALL BE DEEMED TO BE AN ACCEPTANCE THEREOF.

1. Seller represents and warrants that all materials, supplies and equipment (herein collectively referred to as materials) delivered and services furnished hereunder will conform with all applicable laws; that materials, the processes by which they are made and the use thereof for which they are specifically designed by Seller will not infringe any patent; and that each chemical substance sold hereunder has been reported to the EPA, as required by the Toxic Substances Control Act and Regulations, for inclusion in the inventory of chemical substance compiled by the Administrator of the EPA. Seller will defend, indemnify and save harmless Buyer from and against any and all loss, liability and expense by reason of any actual or alleged violation of such laws and any actual or alleged infringement of such patents.

2. In case of default by Seller, Buyer may obtain materials and services from other sources and hold Seller responsible for any damages occasioned thereby.

3. Seller represents and warrants that materials furnished by it shall (except when otherwise specified on the face of this order) be new and of first grade and that Seller's services will be performed in a skillful and workmanlike manner. Seller represents and warrants that materials are fit for the purpose for which they are purchased. Seller is responsible for and will make good any defects in workmanship and/or materials covered by this purchase order, which defects become apparent within 12 months from the date of putting same into service. Seller is not relieved of the responsibility imposed by this clause, either as to proper packing, quality of materials or specifications, by reason of acceptance by Buyer.

Materials are subject to inspection and test by Buyer and ultimate purchaser, at manufacturer's plant.

4. Seller represents and warrants that materials have been produced in compliance with the requirements of Sections 7 and 12 of the Fair Labor Standards Act of 1938, as amended.

5. Invoices and bills of lading showing full routing, car numbers, etc. should be dated and mailed at the time of shipment, and a separate invoice must be made for each destination showing point of shipment and how shipped. Invoices bearing transportation charges in the back supported with attached original receipted transportation bill, and in the case of consolidated carload shipments, must show weight and rate. The discount period, if any, stated on the face of this purchase order shall be calculated from the date of receipt by Buyer of a proper invoice from Seller.

6. If this purchase order requires Seller to furnish more than a lump sum amount, materials or services, Seller shall furnish Buyer with an analysis of such amount that Buyer may reasonably require.

7. If the manufacture, transportation, delivery, receipt or use by either party of any material or services covered hereby is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party, upon prompt notice to the other party (and, in case Buyer gives such notice in advance of actual shipment, shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference but, at Buyer's option, deliveries so omitted shall be made upon notice thereof to Seller, upon cessation of such contingency.

8. No assignment of this purchase order or of Seller's obligations hereunder shall be made without Buyer's written consent.

9. If Seller's employees, subcontractors or others under Seller's control perform services hereunder at Buyer's premises or at premises of others, Seller shall maintain and shall require subcontractors, if any, to maintain the following kinds of insurance with minimum limits as set forth below:

|                                                                                                                                                                    |                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| (a) Workmen's compensation                                                                                                                                         | Statutory                                                                                                  |
| (b) Employer's liability                                                                                                                                           | \$100,000 each accident-disease                                                                            |
| (c) Contractor's comprehensive general liability (including contractual liability and, if Seller's subcontractors are employed, contractor's protective liability) | Bodily injury \$100,000 each person, \$300,000 each occurrence<br>Property damage \$50,000 each occurrence |
| (d) Automobile public liability (including hired automobiles and non-ownership liability)                                                                          | Bodily injury \$100,000 each person, \$300,000 each occurrence<br>Property damage \$50,000 each accident   |

Before commencing to perform such services, Seller shall furnish insurance certificates as directed by Buyer, satisfactory in form and substance to Buyer, showing the above coverages, and providing for at least ten days prior written notice to Buyer by the insurance company of cancellation or modification.

10. If Seller's employees, subcontractors or others under Seller's control perform services at Buyer's premises or at Buyer's direction at premises of others, (i) such persons shall comply with all rules and regulations of such premises and (ii) Seller shall keep materials and the premises on which the work is to be done free and clear of all liens for material and labor incident to the performance of Seller's services hereunder.

11. Seller agrees to protect, defend, indemnify and save Buyer harmless from and against any and all expenses, claims, demands or causes of action of every kind and character arising in favor of any person, including employees of both Buyer and Seller, on account of personal injuries or death, or damages to property, arising out of, incident to or resulting directly or indirectly from the performance by Seller hereunder.

12. The Equal Opportunity Clause required by Executive Order 11246, as amended, the Employment Assistance to Veterans Clause required by Executive Order 11701 (41 CFR 50-250) and the Employment of the Handicapped Clause required by the Rehabilitation Act of 1973 (29 CFR 741) are part of this purchase order and binding upon Seller unless exempted by rules, regulations or orders of the Secretary of Labor. The word "contractor" in the clauses shall mean Seller, as applicable.

REV. 10-77

CY0002651

SPECIAL INSTRUCTIONS/DELIVER TO

jk

CHARGE ACCOUNT NO.

52-61-0110-95163-02

Purchase  
Order

American Cyanamid Company

(Buyer)

QUOTATION DATE

1/6/81

DATE OF ORDER

4500 W. 15th St.

ISSUING OFFICE ADDRESS

SHEET 1 OF 1

TO  
(SELLER)

Kopper's Company, Inc.  
Organic Products Div.  
188 Industrial Drive  
Elmhurst, Ill. 60126

SHIP  
TO

American Cyanamid Company  
4500 W. 15th St.  
Chicago, Ill. 60623

ALL SHIPMENTS, PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE  
MUST BE MARKED WITH THE FOLLOWING LETTERS AND NUMBERS AND ALSO WITH THE  
CODE AND NAME OF THE ITEM.

REQ. OR

P.O. NO.

J.O. NO.

Mcg7525

For prompt payment mail invoice in duplicate and B/L to:

DIVISION  
AMERICAN CYANAMID CO.  
WAYNE, NJ 07470

☒ "SHIP TO" ADDRESS

☐ OTHER

Please enter our order as follows subject to the terms and conditions on the reverse  
side hereof and/or attached hereto which are included in and are a part of this order.

F.O.B. POINT

Chicago

SHIPPING DATE

Deliver 1/9/81

VIA

Vendor

PPD. COLL

TERMS

X

Net 30

| CODE                                                                         | ITEM | QUANTITY/UNIT | DESCRIPTION        | QUANTITY<br>RECEIVED | R.R. NO. |
|------------------------------------------------------------------------------|------|---------------|--------------------|----------------------|----------|
| 95163-02                                                                     | 1    | 24750 lbs.    | Phthalic Anhydride |                      |          |
| <p>Confirming to: Kevin Gross</p> <p><i>Rec'd<br/>1/12/81<br/>Natter</i></p> |      |               |                    |                      |          |

NA-25987 PT.

REV. 4-78

PRINTED  
IN  
U.S.A. 4-78

| ITEM | QUANTITY<br>RECEIVED | RECEIVING<br>REPORT NO. | ITEM | QUANTITY<br>RECEIVED | RECEIVING<br>REPORT NO. | ITEM | QUANTITY<br>RECEIVED | RECEIVING<br>REPORT NO. | ITEM | QUANTITY<br>RECEIVED | RECEIVING<br>REPORT NO. |
|------|----------------------|-------------------------|------|----------------------|-------------------------|------|----------------------|-------------------------|------|----------------------|-------------------------|
| 1    | 24750                | KC59246                 |      |                      |                         |      |                      |                         |      |                      |                         |
|      |                      |                         |      |                      |                         |      |                      |                         |      |                      |                         |
|      |                      |                         |      |                      |                         |      |                      |                         |      |                      |                         |
|      |                      |                         |      |                      |                         |      |                      |                         |      |                      |                         |
|      |                      |                         |      |                      |                         |      |                      |                         |      |                      |                         |
|      |                      |                         |      |                      |                         |      |                      |                         |      |                      |                         |
|      |                      |                         |      |                      |                         |      |                      |                         |      |                      |                         |

RECEIVING 4

N9467.05

CY0002652

## TERMS AND CONDITIONS

THIS DOCUMENT CONTAINS ALL TERMS OF THE PARTIES' AGREEMENT CONCERNING THE MATERIALS OR SERVICES DESCRIBED ON THE FACE HEREOF. IT MAY NOT BE ADDED TO, MODIFIED OR SUPERSEDED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN SELLER'S RESPONSES ARE HEREBY OBJECTED TO AND NO SUBSEQUENT CONDUCT BY BUYER SHALL BE DEEMED TO BE AN ACCEPTANCE THEREOF.

1. Seller represents and warrants that all materials, supplies and equipment (herein collectively referred to as materials) delivered and services furnished hereunder will conform with all applicable laws; that materials, the processes by which they are made and the use thereof for which they are specifically designed by Seller will not infringe any patent; and that each chemical substance sold hereunder has been reported to the EPA, as required by the Toxic Substances Control Act and Regulations, for inclusion in the inventory of chemical substance compiled by the Administrator of the EPA. Seller will defend, indemnify and save harmless Buyer from and against any and all loss, liability and expense by reason of any actual or alleged violation of such laws and any actual or alleged infringement of such patents.

2. In case of default by Seller, Buyer may obtain materials and services from other sources and hold Seller responsible for any damages occasioned thereby.

3. Seller represents and warrants that materials furnished by it shall (except when otherwise specified on the face of this order) be new and of first grade and that Seller's services will be performed in a skillful and workmanlike manner. Seller represents and warrants that materials are fit for the purpose for which they are purchased. Seller is responsible for and will make good any defects in workmanship and/or materials covered by this purchase order, which defects become apparent within 12 months from the date of putting same into service. Seller is not relieved of the responsibility imposed by this clause, either as to proper packing, quality of materials or specifications, by reason of acceptance by Buyer.

4. Materials are subject to inspection and test by Buyer and ultimate purchaser at manufacturer's plant.

5. Seller represents and warrants that materials have been produced in compliance with the requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended.

6. Invoices and bills of lading showing full routing, car numbers, etc. should be dated and mailed at the time of shipment and a separate invoice must be made for each destination showing point of shipment and how shipped. Invoices bearing transportation charges must be supported with attached original receipted transportation bills and in the case of consolidated carload shipments must show weight and rate. The discount period, if any, stated on the face of this purchase order shall be calculated from the date of receipt by Buyer of a proper invoice from Seller.

7. If this purchase order requires Seller to furnish, for a lump sum amount, materials or services, Seller shall furnish Buyer with any analysis of such amount that Buyer may reasonably require.

8. If the manufacture, transportation, delivery, receipt or use by either party of any material or services covered hereby is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party, upon prompt notice to the other party (and, in case Buyer gives such notice, in advance of actual shipment), shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference but, at Buyer's option, deliveries so omitted shall be made, upon notice thereof to Seller, upon cessation of such contingency.

9. No assignment of this purchase order or of Seller's obligations hereunder shall be made without Buyer's written consent.

10. If Seller's employees, subcontractors or others under Seller's control perform services hereunder at Buyer's premises or at premises of others, Seller shall maintain and shall require subcontractors, if any, to maintain the following kinds of insurance with minimum limits as set forth below:

|                                                                                                                                                           |                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| (a) Workmen's compensation                                                                                                                                | Statutory                                                                                                  |
| (b) Employer's liability                                                                                                                                  | \$100,000 each accident-disease                                                                            |
| (c) Contractor's comprehensive general liability (including contractual liability and, if subcontractors are employed, contractor's protective liability) | Bodily injury \$100,000 each person, \$300,000 each occurrence<br>Property damage \$50,000 each occurrence |
| (d) Automobile public liability (including hired automobiles and non-ownership liability)                                                                 | Bodily injury \$100,000 each person, \$300,000 each occurrence<br>Property damage \$50,000 each accident   |

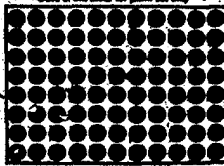
Before commencing to perform such services, Seller shall furnish insurance certificates as directed by Buyer, satisfactory in form and substance to Buyer, showing the above coverages, and providing for at least ten days prior written notice to Buyer by the insurance company of cancellation or modification.

11. If Seller's employees, subcontractors or others under Seller's control perform services at Buyer's premises or at Buyer's direction at premises of others, (i) such persons shall comply with all rules and regulations of such premises and (ii) Seller shall keep materials and the premises on which the work is to be done free and clear of all liens for material and labor incident to the performance of Seller's services hereunder.

12. Seller agrees to protect, defend, indemnify and save Buyer harmless from and against any and all expenses, claims, demands or causes of action of every kind and character arising in favor of any person, including employees of both Buyer and Seller, on account of personal injuries or death, or damages to property, arising out of, incident to or resulting directly or indirectly from the performance by Seller hereunder.

13. The Equal Opportunity Clause required by Executive Order 11246, as amended, the Employment Assistance to Veterans Clause required by Executive Order 11701 (41 CFR 50-250) and the Employment of the Handicapped Clause required by the Rehabilitation Act of 1973 (20 CFR 741) are part of this purchase order and binding upon Seller unless exempted by rules, regulations or orders of the Secretary of Labor. The word 'contractor' in the clauses shall mean Seller, as applicable.

REV 10-77



# MEMORANDUM COPY OF STRAIGHT BILL OF LADING—SHORT FORM

## This Memorandum

is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

|                                          |              |                                  |
|------------------------------------------|--------------|----------------------------------|
| SHIPPER'S ORDER NO.<br><b>411-208017</b> | AMOUNT<br>\$ | AGENTS NO.                       |
| CONSIGNEE'S ORDER NO.<br><b>MCG7525</b>  |              | SHIPPER'S NO.<br><b>KC 59246</b> |

RECEIVED, subject to the disbursements and tariffs in effect on the date of issue of this Bill of Lading.

FROM **KOPPERS COMPANY, INC.** AT **CICERO ILLINOIS** DATE **1/9/81**  
ORGANIC MATERIALS GROUP

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown, marked, damaged and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery of said destination, it on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including classification bills of lading conditions, which are hereby agreed to by the shipper and accepted for himself and his assigns.

CONSIGNEE TO **AMERICAN CYANAMID**  
STREET ADDRESS **4500 W 15TH STREET**  
DESTINATION **CHICAGO ILLINOIS 60625**

NAME OF CARRIER **ACME TRUCK**

ROUTE

**106-33**

CONSIGNEE'S NOTIFICATION ADDRESS

| PACKAGES NO. AND KIND | HM | DOT SHIPPING NAME/HAZARD CLASS (IF APPLICABLE)                   | DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS                | WEIGHT (SUBJECT TO CORRECTION) | CLASS OR RATE | ✓ |
|-----------------------|----|------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------|---------------|---|
|                       |    | ADHESIVES, NOIBN (PART A)                                        |                                                                    |                                |               |   |
|                       |    | ADHESIVES, NOIBN (PART B)                                        |                                                                    |                                |               |   |
|                       |    | ADHESIVE; NOS/FLAMMABLE LIQUID/ADHESIVES, NOIBN                  |                                                                    |                                |               |   |
|                       |    | CHEMICALS, NOIBN                                                 |                                                                    |                                |               |   |
|                       |    | CORROSIVE LIQUID, NOS/CORROSIVE MATERIAL/CHEMICALS, NOIBN        |                                                                    |                                |               |   |
|                       |    | FLAMMABLE LIQUID, NOS/FLAMMABLE LIQUID/CHEMICALS, NOIBN          |                                                                    |                                |               |   |
|                       |    | SODIUM SULPHATE                                                  |                                                                    |                                |               |   |
|                       |    | SODIUM SULPHITE                                                  |                                                                    |                                |               |   |
|                       |    | SODIUM SULPHITE, CRUDE                                           | MIXTURE OF SODIUM SULPHATE AND SODIUM SULPHITE CRUDE AND UNREFINED |                                |               |   |
|                       |    | CARBOLIC ACID; PHENOL/POISON B                                   |                                                                    |                                |               |   |
|                       |    | CORROSIVE LIQUID, NOS/CORROSIVE MATERIAL/CRESYLIC ACID; CRESOL   |                                                                    |                                |               |   |
|                       |    | CORROSIVE SOLID NOS/CORROSIVE MATERIAL/CRESYLIC ACID; CRESOL     |                                                                    |                                |               |   |
| <b>495BAG</b>         |    | PHTHALIC ANHYDRIDE                                               |                                                                    | <b>267500</b>                  |               |   |
|                       |    | MALEIC ANHYDRIDE                                                 |                                                                    |                                |               |   |
|                       |    | RESIN SOLUTION/FLAMMABLE LIQUID/PLASTIC MATERIALS, LIQUID, NOIBN |                                                                    |                                |               |   |
|                       |    | RESIN SOLUTION/FLAMMABLE LIQUID/RESIN (TANK TRUCK)               |                                                                    |                                |               |   |
|                       |    | RESIN SOLUTION/COMBUSTIBLE LIQUID/RESIN (TANK TRUCK)             |                                                                    |                                |               |   |
|                       |    | PLASTIC MATERIALS, LIQUID OR DRY, NOIBN                          |                                                                    |                                |               |   |

**45 EMPTY BAG WEIGHT**  
**11 PALLETS**

**2480**  
**5770**

**LOT # 3257**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                   |                      |          |                                                                                                                                                                                                            |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| † C.O.D. \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> TO BE PAID BY SHIPPER <input type="checkbox"/> CONSIGNEE | PLACARDED            | TENDERED | † FGT. WGT. FACTOR (#/G)                                                                                                                                                                                   |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                   | OR                   | OR       |                                                                                                                                                                                                            |  |
| REMIT TO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                   | † WEIGHED AT         | BY       | Received                                                                                                                                                                                                   |  |
| <p>Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.</p> <p>(Signature of Consignor) <b>KOPPERS COMPANY, INC., ORGANIC MATERIALS GROUP</b></p> <p>per <b>See ★ below</b></p> <p>NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper.</p> <p>to be not exceeding <b>335 POUNDS</b></p> <p>This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.</p> <p><b>KOPPERS COMPANY, INC., Organic Materials Group-Shipper.</b></p> <p>PER <b>Merle H. Husted</b></p> <p>Signature of Shipper's agent next above is also intended as execution of Section 7. Signature above must appear in longhand.</p> | GROSS                                                                             | RATED SHELL CAPACITY |          | <p>to apply in prepayment of the charges on the property described hereon.</p> <p>Agent or Carrier</p> <p>(The signature here acknowledges only the amount prepaid.)</p> <p>CHARGES ADVANCED</p> <p>\$</p> |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | TARE                                                                              | SHELL OUTAGE         |          |                                                                                                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ALLANCE                                                                           | † DOME BARGE         |          |                                                                                                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | NET WT.                                                                           | TOTAL                |          |                                                                                                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>255750</b>                                                                     | <b>8</b>             |          |                                                                                                                                                                                                            |  |
| PERMANENT POST OFFICE ADDRESS OF SHIPPER:<br>436 SEVENTH AVENUE, PITTSBURGH, PA. 15219                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                   |                      |          |                                                                                                                                                                                                            |  |
| SHIPPER hereby certifies that this shipment is correctly described, correct weight is shown and is subject to verification according to agreement with the Weighing and Inspection Bureau having jurisdiction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                   |                      |          |                                                                                                                                                                                                            |  |
| ACME TRUCK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                   |                      |          | AGENT                                                                                                                                                                                                      |  |
| PER <b>Perme</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                   |                      |          |                                                                                                                                                                                                            |  |

FOR HELP IN CHEMICAL EMERGENCIES INVOLVING SPILL,  
LEAK, FIRE OR EXPOSURE CALL TOLL FREE  
800-424-9300 DAY OR NIGHT.

+ CONSIGNEE'S COPY +  
NOTICE OF SHIPMENT AND  
MEMO COPY OF BILL OF LADING

N9467.06

CY0002654