CB 20
REV 7

Monsanto

Defendant's Exhibit No. 559

INV

DUPLICATE INVOICE

SHIPPER'S NO	DISTRICT	DATE ENTERED	CUSTOMER'S ORDER NO	INVOICE AND SHIPPING DATE	INVOICE NUMBER
706292	MU	12-01-70	1-98739-6	12-22-70	ML 12- 3675

TERMS: NET 30 DAYS

CAR INITIALS AND NO: 12-22-70

PREPAID OR COLLECT - ROUTING: PPD GORDONS

DELIVERY F O B: ST LOUIS

SHIPPED FROM	WHSE CODE	BOOKED THRU	COPIES CODE	CUST FORM	
ST LOUIS	0001	1132	4-1-2		02-020-720887

SOLD TO:
TEXAS EASTERN TRANSMISSION CORP
P O BOX 2521
HOUSTON TX 77001

[redacted]

PLEASE MAKE CHECK PAYABLE TO
MONSANTO COMPANY
MAIL TO REMITTANCE P.O. BOX SHOWN BELOW

[redacted]

SHIPPED TO:
SAME
CUT OFF LA

DESCRIPTION	QUANTITY	PRICE & UNIT		AMOUNT
20 -54 GAL DRUMS -030 TURBINAL 153 2-M-1-6124-000-11-0001-02-01 12000. *	1080. GL	3.85	U	4158.00
PLUS FAT FROM ST LOUIS MO	1296D. LB	3.75	C	486.00 4644.00T

AL
LANG

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER, SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS

TRAN 002430

[redacted]

TERMS AND CONDITIONS

1 FORCE MAJEURE Deliveries may be suspended [illegible] part [illegible] by reason of Act of God, war [illegible] flood, strike, lockout, injunction, inability to obtain fuel, [illegible] materials, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the [illegible] compliance, or curtailing the supply 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 [illegible] goods, Seller may allocate available supply among itself and all of its customers [illegible] in such manner as it deems fair. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.

2 BUYER'S CREDIT Seller reserves the right [illegible] deliveries, either to terminate the contract or to suspend further deliveries under it in the event [illegible] any [illegible] shipment when the same becomes due. Should Buyer's financial responsibility be [illegible] to Seller, cash payments or satisfactory security may be required by Seller for future deliveries [illegible] theretofore delivered.

3 WEIGHTS AND CONTAINERS In the case of [illegible] shipments, shipper's weights shall govern. Where shipment requires use by Seller [illegible] or other returnable containers, title to such containers shall remain in Seller and a deposit in the amount of [illegible] Seller must be made before the goods are paid for. Such container must be kept [illegible] and may not be used for any purpose other than that shipped therein and must be returned [illegible] to the date of shipment. On [illegible] being so returned in good condition, a refund of the deposit will be made.

4. SHIPMENTS. The quantity shipped in any [illegible] may be adjusted by Seller to either [illegible] the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or [illegible] the monthly quantity covered by this contract divided by the number of months in the contract period. Seller [illegible] bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5 WARRANTY Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly stated herein, 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, whether used alone or in combination with other substances. Seller shall not be liable for, and Buyer assumes responsibility for, all [illegible] and property damage resulting from the handling, possession or use of the goods by Buyer.

6 LIMIT OF LIABILITY All claims for alleged [illegible] or other cause shall be deemed waived unless made in writing and received by Seller within [illegible] days after Buyer learns of the alleged [illegible] but in no event later than sixty (60) days after Buyer's receipt of the goods. Buyer's exclusive remedy shall be for damages, subject, however, to Buyer's agreement that [illegible] all losses or damages resulting from any cause whatsoever including alleged [illegible] the goods. Seller's liability shall in no event exceed the purchase price thereof, or at the option of Seller, the [illegible] replacement of such defective [illegible] In no event shall Seller be liable for incidental or consequential damages. Transportation [illegible] of goods shall not be paid unless authorized in advance by Seller.

7 PATENTS Seller warrants that any goods [illegible] pursuant to this contract, except as to those sold [illegible] according to Buyer's specifications, do not infringe any U.S. patent. This warranty is expressly conditioned upon Buyer promptly notifying Seller of any [illegible] Buyer in which [illegible] and Seller is affected, that Buyer permit Seller [illegible] completely the defense of [illegible] any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder [illegible] that the goods or [illegible] with other materials, will not infringe a patent.

8 INCREASED TAXES Any increase in freight [illegible] paid by Seller on shipments covered by this contract, including [illegible] charges or increases in [illegible] hereafter becomes effective increasing the [illegible] of the goods sold hereunder, or delivery of the goods or of [illegible] used therein, and any [illegible] in the same [illegible] by the Seller because of the sale of the goods, such as Sales Tax, [illegible] Tax, Import Duty, Export Fee, Excise Receipts [illegible] shall be added to the price [illegible] Buyer.

9 [illegible] TRANSIT In case of [illegible] have notation of time [illegible] before Buyer's freight.

10 PLASTIC MATERIALS Because of the conditions involved in the manufacture of plastic materials, where an order is for a product to be made up specially for Buyer
(1) A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
(2) In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.

11 FAIR LABOR STANDARDS ACT The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938 as amended with all amendments thereto.

12 MISCELLANEOUS This contract is to be construed according to the laws of the State of Missouri. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document [illegible] unless made in writing and signed by [illegible] to be bound.

TRAN 002431

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