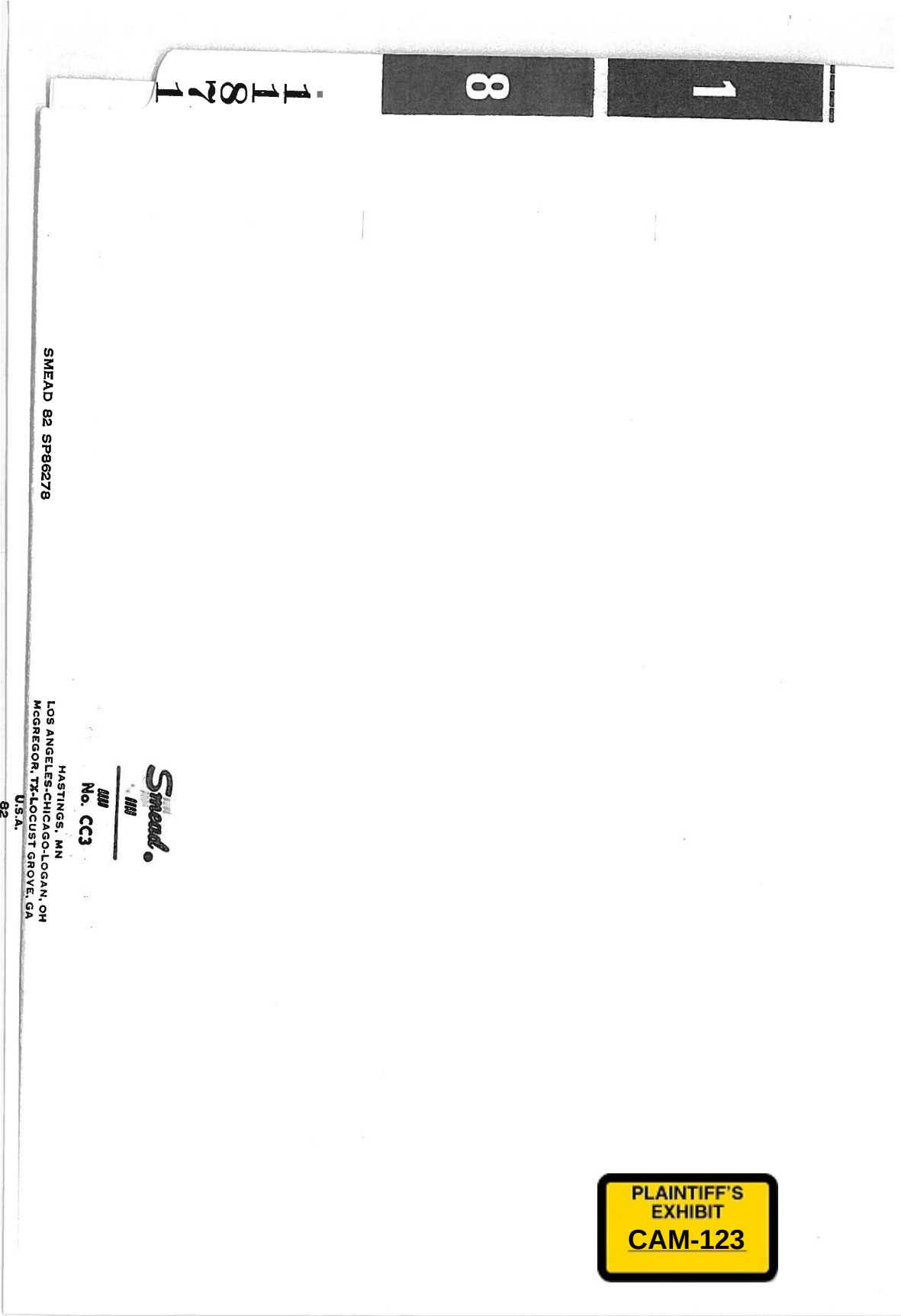


PLAINTIFF'S
EXHIBIT
CAM-123



PROJECT COST RECORD

PROJECT TITLE: 6 smpls talc for TEM PROJECT NO 11871
CUSTOMER NO.: 020420 DATE RECEIVED 21 84
SPONSOR: COLGATE-PALMOLIVE CO P.O. NO. need 63461
ADDRESS: 909 River Rd. COMMITMENTS: \$ _____
PISCATAWAY, NJ 08854

Contact: Dr. J. P. Sinks, Jr. Telephone (214) 878 7666
cc report to: _____

Sample disposal:

returned _____

discarded

consumed _____

DIRECT COSTS

(Exclusive of oper.
time on inst. below)

Charge Summary:

Individual time

Date	Name	Hours	Charge

Individuals	\$
-------------	----

Instrument

Travel

Outside

Other

Total

charge

07-

Instrument time

	Date	Hours	Charge	Cost
EMP				
MEM				Photo
MEM				Materials
MEM				Supplies
EMP				
MEM				
MEM				
MEM				

OK for billing

Project leader

Group leader.

TOTAL GROSS \$2100-

INVOICE NO. DPP 6121

PROJECT LEADER: _____



walter c. mcCrone associates, inc.

CONSULTING: ULTRAMICROANALYSIS • MICROSCOPY • SMALL PARTICLE PROBLEMS • SOLID-STATE CHEMISTRY

27 April 1984

Dr. J. P. Simko, Jr.
Sr. Section Head, Analytical
Department
Colgate-Palmolive Company
909 River Road
Piscataway, New Jersey 08854

Dear Dr. Simko:

This report concerns the asbestos analysis by TEM of six talc samples submitted under your P.O. 634617. Chrysotile asbestos was detected in samples 0613BK, 2713EX and 1813AX. No asbestos was detected in samples S9073, A122831 and A113031. Since this technique is not quantitative, no asbestos concentration can be assigned.

Thank you for consulting McCrone Associates. If you have any questions, please do not hesitate to call.

Sincerely,

Deborah P. Palenik
Electron Microscopist

DPP:fe
Ref: 11871

2820 SOUTH MICHIGAN AVENUE • CHICAGO, ILLINOIS 60616 • 312/842-7100 • CABLE CHEMICRONE

CONFIDENTIAL

McCrone2-00785

\$ 2100.00

Dear Dr. Sinko,

This report concerns the asbestos analysis by TEM of six talc samples under your P.O.# 634617. Chrysotile asbestos was detected in samples 0613BK, 2713EX and 1813AX. No asbestos was detected in samples ~~50~~ 59673, A122831 and A113031. Since this technique is not quantitative no asbestos concentration can be assigned.

Thank you for consulting McCrone Associates. If you have any questions, please do not hesitate to call.

Sincerely,
D.P.



GATE-PALMOLIVE COMPANY

909 River Road
Piscataway, NJ 08854

Research and Development Division

JAN 27 1984

January 24, 1984

Ms. Deborah Palenik
McCrone Associates
2820 South Michigan Avenue
Chicago, IL 60616

Dear Ms. Palenik:

Enclosed are 6 samples of talc for analysis for asbestos by TEM and SAED. The three coded 0613BK, 1813AX and 2713EX are finished products and contain 1% magnesium, carbonate, 1% zinc stearate and perfume as additives. The remaining three S09073, A113031 and A122831 are raw material talc with no additives.

Please analyze these as soon as possible.

A purchase order to cover costs will follow. If there are any questions, my telephone number is (201) 878-7666.

Thank you.

Sincerely yours,

Dr. J. P. Simko, Jr.
Sr. Section Head
Analytical Department

JPS:meh

cc: P. A. M"unger
W. Schubert

020420
840202008

11871
DPP

CS137-5

CONFIDENTIAL

McCrone2-00787

Colgate
0513 BK
0 fiber

9073
0 fibers

2713 EX
~~1 fiber~~ Antigard
1 Chry still

112283 /
0 fiber

1B031
0 fibers

1813 AX
Chry still

29

$$\begin{array}{r} 3502 \\ 6 \overline{) 2100} \\ 2400 \\ 5700 \\ 18200 \\ 85 \overline{) 10260} \\ 85 \\ 176 \\ 170 \\ 60 \end{array}$$
$$\begin{array}{r} 480 \\ 12 \overline{) 960} \\ 480 \\ 85 \overline{) 600} \\ 112 \\ 1100 \\ 85 \\ 250 \\ 80 \\ 40 \end{array}$$

ORIGINAL PURCHASE ORDER

D 5217-12

634617

BILL TO

COLGATE-PALMOLIVE COMPANY

A DELAWARE CORPORATION
105 HUDSON STREET, JERSEY CITY, N.J. 07302

MAIL INVOICE(S) To:

ATTENTION: Driver
Colgate-Palmolive Co.,
909 River Road
Piscataway, N. J. 08854

DATE

1/27/84

RECEIVED FEB 1 1984

McCrone Associates

2820 South Michigan Avenue

Chicago, Illinois 60616

SHIP TO

14	☒	909 RIVER RD. PISCATAWAY, N.J. 08854
13	☐	20 GRAND ST. JERSEY CITY, N.J. 07302
16	☐	RECEIVING STATION JEFFERSONVILLE, INDIANA 47130
19	☐	RECEIVING STATION KANSAS CITY, KAN. 66108
22	☐	
26	☐	300 PARK AVE. NEW YORK, N.Y. 10022
23	☐	

ATTN: Receiving Clerk

DISCOUNT TERMS	SHIPPING TERMS	WANTED BY
1 ☐ 2/10 N/30	1 ☐ FOB Destination	As soon as possible!
2 ☐ 1/10 N/30	2 ☒ FOB Shipping Pt.	
3 ☐ N/45	(Pre-Pay & Bill) See Below	IF ABOVE DATE CANNOT BE MET NOTIFY
4 ☒ N/30	3 ☐ FOB Shipping Pt. (Collect)	
5 ☐	City Matches 'Rec. Pkt.' Code	
6 ☐ NET CASH		

YOU ARE AUTHORIZED TO FURNISH THE ARTICLES LISTED HEREON IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE FACE AND BACK OF THIS ORDER.

QUANTITY AND UNIT	SYMBOL NUMBER	PRICE
6 ea.	Talc Samples for analysis for asbestos: Cost: \$350.00 / ea. <u>\$2100.00 total</u> <i>Please</i> NOTE: This is a one time request. Samples sent under separate cover to Ms. Deborah Palenik at McCrone Associates. TAX EXEMPT	

VENDOR TO PROTECT ALL METAL PARTS AGAINST CORROSION BY SUITABLE PROTECTIVE SEALING.

SELLERS INVOICES that include authorized transportation charges, must be supported by prepaid freight bill or COLGATE-PALMOLIVE COMPANY copy of original bill of lading.

MARK PACKAGES with purchase order number, symbol number, contents and quantity. Acceptance of this order is to be deemed a certification that you have read and agreed to the terms and conditions on the back hereof. PAYMENT WILL NOT BE MADE AGAINST PRO FORMA INVOICE.

RESERVE UNLOADING space and time for heavy loads by telephoning: 201-547-2910.

BY *J. Witruk*

CONFIDENTIAL

McCrone2-00789

TERMS AND CONDITIONS

INVOICES – The Seller's invoice together with the original bills of lading or express receipts, properly signed by the carrier, shall be mailed on the day of shipment to the Purchaser. Individual invoices shall be issued for shipments applying against each purchase order. Monthly statements must be mailed as soon as possible after the first of each month.

WARRANTY – The Seller expressly warrants and agrees that there has been compliance with and no violation of any trademark rights, patent rights, copyright, or of any rule, law or regulation of the Federal Government or of any State or any of their respective agencies or political subdivisions, in the manufacture, production, sale and or shipment of the goods hereunder; and the Seller will indemnify and hold Purchaser harmless from any or all costs, damages, fines or expenses (including counsel fees and fees of expert witnesses) which may be incurred by the Purchaser by reason of any claim or suit arising out of the infringement of any trademark, patent right or copyright and/or by reason of any citation, claim or suit for damages and/or penalties brought against the Purchaser based upon any injuries, damages or violations resulting or claimed to have resulted from any alleged infringement or defect in such goods or ingredients or parts thereof.

EQUAL EMPLOYMENT OPPORTUNITY – The Equal Employment Opportunity Clause Section 202 of Executive Order 11246 as amended related to Equal Employment Opportunities and Implementing Rules and Regulations of the Secretary of Labor; Section 503 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974; and Executive Order 11625 relating to minority business enterprises are incorporated herein by specific reference.

CHANGES in ORDER – This order cannot be changed, modified or discharged in any manner except by agreement in writing signed by a duly authorized representative of the Purchaser. The Purchaser reserves the right to (1) make changes in the order (2) cancel all or any part of the order at any time, by notice in writing. The Purchaser shall not be responsible for cost incurred by the Seller in connection with this order, after the date of receipt of the change or cancellation notice. Unless the Seller presents to the Purchaser an itemized statement of claim against the Purchaser within twenty (20) days after the receipt of notice of such change or cancellation, the Seller shall be conclusively deemed to have waived all claims against the Purchaser with respect thereto.

CANCELLATION for SELLER'S DEFAULT – Should the Seller fail (1) to effect delivery on or before the specified delivery date (s) (2) to deliver goods in all respects conforming with the requirements (3) in the due performance of each and all of the terms and conditions of this order, the Purchaser may cancel this order in whole or in part. Without prejudice to the foregoing, the Seller agrees to report promptly to the Purchaser any act or specified delays in shipment of the goods covered by this order.

SPECIFICATIONS, DRAWINGS, etc. – All specifications, drawings, plans, designs, samples, or other description referred to in this order shall be deemed an integral part of this order as fully as if set out in full herein and Seller warrants that all deliveries hereunder shall conform thereto, each delivery being subject to the inspection and approval of the Purchaser, whether or not any prior payment shall have been made thereon by the Purchaser.

NONCONFORMING MATERIAL – If Seller delivers defective material or material not conforming to the agreed-upon specifications, Purchaser may (1) hold such material at Seller's expense pending instructions as to disposal, (2) return it to Seller at Seller's expense, or (3) utilize it in the form received or after up-grading or other operations are performed on it, or utilize it in a different manner or in different proportions with other products than was intended, and Seller will be liable for any diminution in the value to Purchaser of the material and for any incidental or other damages suffered by Purchaser resulting from such defectiveness or nonconformity. No replacement of defective or nonconforming material will be made by Seller unless authorized by Purchaser.

PACKING – The Purchaser will allow no charges for boxing, packaging or crating unless by written agreement. Material must be packed, shipped and billed in conformity to classification requirements necessary to secure minimum freight rates.

OUR COUNT – The Purchaser's count will be accepted as final and conclusive on all shipments not accompanied by a packing ticket.

LIABILITY for DAMAGES – Whenever Seller shall, by virtue hereof, have property of the Purchaser in its possession, the Seller shall be deemed an insurer thereof and shall be responsible for its safe return to the Purchaser.

ASSIGNMENT – This order shall not be assigned or transferred without prior written consent of the Purchaser.

WAIVER – Purchaser shall not be deemed to have waived any of its rights hereunder unless such waiver shall have been signed by a duly authorized representative of the Purchaser. No such waiver, unless expressly stated therein, shall be effective as to any delivery or other transaction which occurs subsequent to the date of the waiver, nor as to any continuance of a default after such date.

DELIVERY INSTRUCTIONS

SHIPPERS MANIFEST –

A SHIPPERS MANIFEST is provided for each load and must accompany each shipment.

JERSEY CITY TRUCK DELIVERIES –

RESERVE UNLOADING SPACE AND TIME by telephoning 201-547-2910.

JERSEY CITY RAIL DELIVERIES –

Private siding on CONRAIL. Use only 40' 6" cars.

JEFFERSONVILLE RAIL DELIVERIES –

Private siding on CONRAIL or BALTIMORE & OHIO RAILROAD.

KANSAS CITY RAIL DELIVERIES –

Private siding on KANSAS CITY SOUTHERN RAILROAD CO.

BERKELEY RAIL DELIVERIES –

Private siding on SOUTHERN PACIFIC RAILROAD.

MAY BE REPRODUCED

61-41-73, 811

To be completed by purchaser and
given to and retained by vendor.
Read instructions on back of this
Certificate

THIS CERTIFICATE MAY NOT
BE USED IN CONNECTION
WITH THE PURCHASE
OF SERVICES

State of New Jersey

DIVISION OF TAXATION

SALES TAX

EXEMPT USE CERTIFICATE

FORM ST-4

PURCHASER'S
IDENT. NO. IN ATTACHED NUMBER

131-815-595/001

TO McCrone Assoc.
(Must Vendor)

Date 1/27/84

Address

City

State

Zip

The undersigned purchaser certifies that it is not required to pay the New Jersey Sales and/or Use Tax on the purchase purchases covered by this Certificate because the tangible personal property purchased will be used for exempt purpose.

Said tangible personal property will be used for the following exempt purpose: for use or consumption directly and exclusively in research and development on the experimental or laboratory sense.

Exemption on the tax of said tangible personal property tax used for above described exempt purpose is provided subsection N.J.S.A. 54:32B-☒ (See reverse for listing of principal exempt of tangible personal property and fill in the block with proper subsection citation).

I, the undersigned purchaser have read and complied with the instructions and rules promulgated pursuant to the New Jersey Sales and Use Tax Act with respect to the use of the Exempt Use Certificate, and it is my belief that the vendor named herein is not required to collect the sales or use tax on the transaction or transactions covered by this Certificate. The undersigned purchaser hereby swears (under the penalties for perjury and false swearing) that all of the information shown in this Certificate is true.

COLGATE-PALMOLIVE COMPANY

NAME OF PURCHASER (as registered with the Division of Taxation)

Robert T. Murphy
SENIOR BUYER
CENTRAL ENGINEERING DEPARTMENT
105 HUDSON ST.,
JERSEY CITY, N. J. 07302
(EQUIPMENT PURCHASING SECTION)

A VENDOR SHOULD READ AND
COMPLY WITH THE INSTRUCTIONS
GIVEN ON BOTH SIDES OF AN
EXEMPTION CERTIFICATE.

CONFIDENTIAL

McCrone2-00791

INSTRUCTIONS FOR USE OF EXEMPT USE CERTIFICATES

1. Good Faith In general, a vendor who accepts an exemption certificate in "good faith" is relieved of liability for collection or payment of tax upon transactions covered by the certificate. The question of "good faith" is one of fact and depends upon a consideration of all the conditions surrounding the transaction. A vendor is presumed to be familiar with the regulations pertinent to the business in which he deals.

In order for "good faith" to be established, the following conditions must be met:

- (a) The certificate must contain no statement or entry which the vendor knows, or has reason to know, is false or misleading.
- (b) The certificate must be an officially promulgated certificate form or a substantial and proper reproduction thereof.
- (c) The certificate must be dated and executed in accordance with the published instructions, and must be complete and regular in every respect.

The vendor may, therefore, accept this "good faith" Exempt Use Certificate on a basis for exempting sales to the signatory purchaser provided that:

- (d) The purchaser's Certificate of Authority number, indicating that the purchaser is registered with the New Jersey Division of Taxation, is entered on the face of the Certificate.
- (e) The purchaser has entered all other information required on the form.
- (f) The vendor has no reason to believe that the property to be purchased is of a type not ordinarily used in the purchaser's business for the purpose described in this Certificate.

2. Improper Certificate—Sales transactions which are not supported by properly executed exemption certificates shall be deemed to be taxable retail sales. The burden of proof that the tax was not required to be collected is upon the vendor.

3. Correction of Certificate In general, vendors have 60 days after date of sale to obtain a corrected certificate where the original certificate lacks material information required to be set forth in said certificate or where such information is incorrectly stated.

4. Additional Purchases by Same Purchaser—This Certificate will serve to cover additional purchases by the same purchaser of the same general type of property. However, each subsequent sales slip or purchase invoice based on this Certificate must show the purchaser's name, address and Certificate of Authority number for purposes of verification.

5. Retention of Certificates Certificates must be retained by the vendor for a period of not less than three years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the vendor and available for inspection on or before the 60th day following the date of the transaction to which the certificate relates.

6. The most common exempt uses for which the Exempt Use Certificate (Form ST-4) is applicable are the following:

Sales of machinery, apparatus or equipment for use or consumption directly and primarily in the production, ration, transmission or distribution of gas, electricity, refrigeration, steam or water for sale or in the operation of sewerage systems. [N.J.S.A. 54:32B-8 (m) (2)]

Sales of tangible personal property purchased for use or consumption directly and exclusively in research and development in the experimental or laboratory sense. Such research and development shall not be deemed to include the ordinary testing or inspection of materials or products for quality control, efficiency surveys, management studies, consumer surveys, advertising, promotions or research in connection with literary, historical or similar projects. [N.J.S.A. 54:32B-8 (n)]

Sales or use of wrapping paper, wrapping twine, bags, cartons, tape, rope, labels, nonreturnable containers, reusable milk containers and all other wrapping supplies when such use is incidental to the delivery of personal property which has been sold. [N.J.S.A. 54:32B-8 (o)]

Sales of materials, such as chemicals and catalysts, used to induce or cause a refining or chemical process, where such materials are an integral or essential part of the processing operation, but do not become a component part of the finished product. [N.J.S.A. 54:32B-8 (1)]

The sale of advertising materials to be published in a newspaper. [N.J.S.A. 54:8 (ea)]

The use of property for market sampling by the purchaser. [N.J.S.A. 54:32B-11 (4)]

...

REPRODUCTION OF EXEMPT USE CERTIFICATE FORMS: Private reproduction of Exempt Use Certificates may be made without the prior permission of the Division of Taxation.

ST-4 OFFENSE BY USER, DEPARTMENT OF THE TREASURY, DIVISION OF TAXATION
Post Office Box 999 Trenton, N.J. 08625