



April 17, 1997

Mr. Roger Zipfel
Senior Technology Associate
DuPont Polymers
Washington Works
P.O. Box 1217
Parkersburg, West VA 26102

Dear Mr. Zipfel:

This is to confirm the terms and conditions for the provision of analytical testing services by 3M Company ("3M") to E. I. du Pont de Nemours and Company ("DuPont"). DuPont has asked 3M to analyze up to 22 soil and water samples (the "Samples") from its Parkersburg, West Virginia facility to determine the presence and level of APFO (C8 Acid). 3M will complete the testing and report the results to DuPont within 45 days from receipt of the Samples. The testing of the Samples will be done at no charge; however, any additional sample testing will be subject to an agreed upon service charge.

RJZ025847

The testing services are subject to the following additional terms:

1. Samples must be accompanied by a written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. DuPont is responsible for assuring that any Sample containing any hazardous substance will be packaged, labeled, transported and delivered properly in accordance with applicable laws.
2. DuPont will provide one week advance notice of the Sample delivery schedule, or any changes to the schedule, whenever possible.
3. Data or test results provided to DuPont or generated by services performed under this agreement shall be the property of DuPont. Ownership of any analytical method or equipment used for performance of the services will be retained by 3M.

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4. 3M will dispose of the Samples within 30 days after the analytical report is issued unless DuPont requests return of the Samples, in which case return will be at DuPont's expense.

5. 3M makes no representation or warranty of any kind, express or implied, in connection with the services performed or the results generated. No representative of 3M is authorized to give or make any such representation or warranty.

6. 3M shall have no liability, whether arising in contract or tort or otherwise, for any losses or damages, whether special, incidental, or consequential, claimed by DuPont to be caused by or arising out of the services performed or the use of the reports prepared by 3M.

7. This agreement sets forth the entire agreement between the parties and may not be changed or modified except by written amendment.

Please indicate your acceptance of this letter agreement by signing both copies and returning one signed copy to my attention.

Sincerely,



Dale L. Bacon
Laboratory Manager

Accepted By:



RJZ025848

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Senior Technology Associate
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5. 3M makes no representation or warranty of any kind, expressed or implied, in connection with the services performed or the results generated. No representative of 3M is authorized to give or make any such representation or warranty.
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Sincerely,

D. L. Bacon / jms

D. L. Bacon
Manager
3M Environmental Lab

Accepted By:

Roger J. Zippel 4/29/97

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