Monsanto
COMPANY

[illegible]

SALES CONTRACT

SOLD TO Westinghouse Electric Corporation
Capacitor Division
Post Office Box 341
Bloomington, Indiana 47401

THE FOLLOWING GOODS, SUBJECT TO TERMS AS STATED BELOW AND ON THE REVERSE SIDE HEREOF

PERIOD July 1, 1970 - June 30, 1973

GOODS Aroclor 1242 (Inerteen PDS - 9818 - 1)

QUANTITY Buyer's partial requirements estimated at:
Period (1) July 1970-June 1971 - 2,900,000 pounds
(2) July 1971-June 1972 - 3,000,000 pounds
(3) July 1972-June 1973 - 3,200,000 pounds

PAYMENT TERMS Net 30 days

F.O.B. Monsanto, Illinois or Anniston, Alabama, freight allowed and prepaid.

July 18

[illegible] Tank cars [illegible] $0.1600 per pound

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

REMARKS It is understood that the products sold hereunder contain polychlorinated biphenyls, which some studies have shown may be an environmental contaminant. Buyer agrees to use its best efforts to prevent such products from entering into the environment through spills, leakage, use, disposal, vaporizat or otherwise. In the event Seller determines that, in order to prevent contamination of the environment, it is necessary to discontinue the sale to Buyer of polychlorinated biphenyls for the applications contemplated by Buyer, Seller may terminate this Agreement at any time by giving Buyer at least ninety (90) days prior written notice.

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

ACCEPTED AS OF THE DATE HEREOF

[illegible]

BY [illegible]

TITLE [illegible]

DATED June 18, 1970

MONSANTO COMPANY

0478771

BY [illegible]

TITLE Donald A. Olson
Sales Director
Functional Fluids

S 426 REV 1-65

TOWOLDMON0058154

1. FORCE MAJEURE. Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakdown of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.

2. BUYER'S CREDIT. Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller or if payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. WEIGHTS AND CONTAINERS. In the case of bulk carload, truck-car, or truck shipments, shipper's weights shall control. Where shipment requires use by Seller of carboys, drums, barrels, or other returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition and may not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being returned in good condition a refund of the deposit will be made.

4. SHIPMENTS. The quantity shipped in any contract month may be limited by Seller to either (a) the average of the monthly quantities ordered by Buyer hereunder for the previous contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. WARRANTY. Unless otherwise provided herein, Seller warrants 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 EXPRESS 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 goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession or use of the goods by Buyer.

6. LIMIT OF LIABILITY. All claims for alleged defects, [illegible] or other causes shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer's discovery of the alleged defect, but in no event later than sixty (60) days after Buyer's receipt of the goods. Seller's sole and exclusive liability and Buyer's exclusive remedy for all claims of damages resulting from defective goods or from any other cause for the purchase [illegible] with respect to which [illegible] Seller shall in any event be liable for incidental or consequential damages. Transportation charges [illegible] shall not be paid unless authorized [illegible].

7. PATENTS. [illegible] that the goods sold hereunder [illegible] Buyer according to Buyer's specifications [illegible] any valid U.S. patent. This warranty is [illegible] tion that Buyer promptly notify Seller of [illegible] involving Buyer in which such infringement [illegible] If Seller is affected, that Buyer permit [illegible] completely the defense or compromise of [illegible] tion of infringement. Seller does not warr[illegible] of any goods sold hereunder, or articles [illegible] either alone or in conjunction with other [illegible] not infringe a patent.

8. FREIGHT — TAXES. Any increase [illegible] paid by Seller on shipments covered by [illegible] any tax or governmental charge or increase [illegible] after becoming effective increasing the [illegible] producing, selling, or delivering the goods [illegible] materials used therein, and any tax or increase in same payable by the Seller based [illegible] the goods, such as Sales Tax, Use Tax, [illegible] tional Tax, Gross Receipts Tax, may, at [illegible] added to the price herein specified.

9. PRICE REVISION. The price, [illegible] fee allowance, if any, and terms of payment [illegible] may be revised as of the beginning of any [illegible] commencing on the first day of [illegible] October after the date hereof (the [illegible] quarterly periods, by written notice from [illegible] not less than fifteen (15) days prior to the [illegible] any such quarterly period is to commence. [illegible] not serve Seller with written notice of [illegible] price to the beginning of any quarterly [illegible] revision will become effective at the start [illegible] period. Buyer's written objection to a [illegible] served upon Seller prior to its effective [illegible] Buyer to purchase elsewhere the quantities [illegible] ensuing quarterly period if Buyer shall [illegible] such quantities of equal quality at a lower [illegible] from responsible United States manufacturers [illegible] and shall have furnished Seller with [illegible] proof of bona fide offers by such manufacturers. [illegible] Seller shall be released from its obligation [illegible] quarterly period. If Seller desires to revise [illegible] of delivery, service allowance, or terms of [illegible] ant to this paragraph, but is restricted to do [illegible] so doing by reason of any law, decree, [illegible] of any government, or if the price, price protection, service allowance, or terms of payment [illegible] this contract are altered by reason of any [illegible] or prohibition of any government, Seller [illegible] to terminate this contract.

10. PRICE PROTECTION. Should [illegible] any shipment in one under this contract [illegible] delivered price on material manufactured [illegible] States of equal quality, in like quantities [illegible] involved, for the same use by a responsible [illegible] the goods and furnish Seller satisfactory [illegible] Seller will either supply such shipments [illegible] or permit Buyer to purchase such [illegible] livered price from the manufacturer [illegible] and the quantity so purchased will be [illegible] total quantity of this contract.

11. ASSIGNMENT. Buyer may not [illegible] delegate its performance hereunder [illegible] ten consent of the Seller, and any [illegible] deleration without such consent shall [illegible]

12. MISCELLANEOUS. This [illegible] according to the laws of the State [illegible] agreement constitutes the entire [illegible] no terms, conditions, understandings [illegible] not be modified or waived except [illegible] signed by [illegible]

(1) ...rterly is amended to yearly in paragraph 9 as indicated.

(2) 15 [illegible] written notice is amended to 30 days in paragraph 9 as [illegible]

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