PURCHASE ORDER
FORM 23265U

# Westinghouse Electric Corporation

7384233

10831 East Marginal Way South
Seattle, WA 98168

( INVOICE IN TRIPLICATE TO ABOVE ADDRESS )

REFER TO ORDER NO. BELOW

| DATE | ORDER NO. |
|---|---|
| 10/12/76 | SEF 895-01 |

ORDER PLACED WITH

Monsanto
800 North Lindberg Avenue
St. Louis, Missouri 63166

SHIP TO

Westinghouse Electric Corp.
Apparatus Repair Plant
10831 E Marginal Way S
Seattle, Wa. 98168

PLEASE SUPPLY THE FOLLOWING:

| QUANTITY | DESCRIPTION (NAME OF PART, STYLE NO., DWG. & ITEM, P. O. SPEC., ETC.) | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|
| 1 | 55 gl drum 70/30 Inertee N | .655/lb | |

TAX EKEMPT
RESALE #AC40900320

Received and paid on 10-14-76

| F. O. B. | TRANSP. CHARGES | CASH TERMS | ADDRESS CORRESPONDENCE TO |
|---|---|---|---|
| Dest | PPD | Net 30 | R. Hjelmaa |

| SHIPPING DATE | SHIP VIA | AUTHORIZED BY |
|---|---|---|
| 10/18/76 | System 99 | G. W. Eisenbecker |

PURCHASING AGENT

INSTRUCTIONS TO SUPPLIER

IDENTIFICATION. Show our order number on all invoices, bills of lading, express receipts and containers.

ATTACHED ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED PROMPTLY

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# TERMS AND CONDITIONS — 21766

1. Acknowledgments. This order becomes a contract (1) when formal written acknowledgment is received by Buyer from Seller if this order includes the price and a delivery schedule for all items included in this order and seller takes no exception thereto; or (2) when written approval is given by Seller by Buyer of the price and the delivery schedule stated by Seller in the written acknowledgment if this order contains either (a) a different price and/or delivery schedule for any item or (b) no price and/or delivery schedule for the item or items for which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgment hereof, which provisions are inconsistent with or in addition to the terms and conditions herein contained, and any alteration in this purchase order, shall have no force or effect, and that the Seller by such acknowledgment thereby agrees that any such provisions therein or any such alteration in this order shall not constitute any part of this contract of purchase and sale. This contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder.

2. Seller's Quotation. Reference in this order to Seller's quotation does not imply acceptance of any terms and conditions in such quotation. Any terms and conditions in such quotation which are in addition to or inconsistent with the terms and conditions contained in this order are excluded.

3. Inspection. Except as otherwise agreed in writing, all shipments shall be subject to final inspection by Buyer after receipt by Buyer at destination.

4. Terms of Payment. Terms of payment are as previously arranged or as specified in this order. Drafts will not be honored under any circumstances.

5. Delivery—Delays. (a) Unless otherwise provided in this order or in other written agreement, delivery in whole or in part shall not be made more than 15 days prior to the agreed delivery date or dates, and strike, accidents may be excused as Seller's risk and expense, only delay beyond the agreed schedule will be excused only if due to unforeseeable causes beyond the control and without the fault or negligence of Seller and if Seller notifies Buyer in writing of the cause of such delay within a reasonable time from the beginning thereof or such longer period as Buyer may grant in writing.

6. Changes. Buyer shall have the right from time to time, by written change notices and without notice to the sureties, if any, to make changes in or additions to drawings, specifications or quantities for the work covered by this order, and Seller agrees to comply with such change notices. If any such changes cause an increase in Seller's cost of, or in the time for performance of this order, equitable adjustment in the price and time for performance will be made. This order will be modified in writing accordingly; provided, that any claim for adjustment hereunder is asserted by Seller in writing within 30 days after receipt by Seller of a change notice.

7. Assignment. Neither this order nor any rights or obligations hereunder are assignable or transferable without Buyer's written approval. As to payments, any requests for such approval should be accompanied by executed articles of assignment and submitted to the purchasing agent who authorized the order for approval by Buyer's Treasury Department.

8. Patents. Seller shall at its own expense, defend any suits or proceedings brought against the Purchaser, and/or its vendees, mediate and immediately, so far as based on an allegation that any goods (material), equipment, either or parts of Purchaser referred to as product, of any part thereof form had hereunder constitutes an infringement of any claim of any patent of the United States, other than a claim covering a process performed by said product or another product produced by said product, provided that such product is not supplied according to Purchaser's design, and is used as sold by Seller, if Purchaser shall have made all payments then due hereunder, and if Seller is notified promptly in writing and given authority, information and assistance for the defense of said suit or proceeding, and Seller shall pay all damages and costs awarded in any suit or proceeding so defended, provided that this indemnity shall not extend to an infringement based upon the combination of any product or parts thereof with another product or things not furnished hereunder unless Seller is a contributory infringer. Seller shall not be responsible for any settlement of such suit or proceeding made without its written consent. In case the product or any part thereof furnished hereunder is in any suit or proceeding so defended held to constitute infringement, and its use is enjoined Seller shall, at its option and its own expense either procure for the Purchaser the right to continue using said product or part thereof, or replace it with a non infringing product, or modify it so it becomes non-infringing, or remove it and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of Seller with respect to patent infringement by said product or any part thereof.

To the extent that said product or any part thereof, is supplied according to Purchaser's design or is manufactured, or is modified by Purchaser, or combined by Purchaser with another product or things not furnished hereunder except to the extent that Seller is a contributory infringer, or is used by Purchaser to perform a process, or is combined with another product, and by reason of said design, instruction, modification, combination, performance, or production, a suit or proceeding is brought against Seller, Purchaser agrees to indemnify Seller in the manner and to the extent Seller indemnifies Purchaser in the preceding paragraph insofar as the terms thereof are appropriate.

9. Compliance with Laws. In performance of the work hereunder, Seller shall comply at all times with, and give all stipulations and representations required by, all applicable executive orders, Federal, state, municipal, and local laws, and rules, orders, requirements, and regulations thereunder. Such federal laws include, but are not limited to, Espionage and Censorship, Act of June 25, 1938, c. 32, (18 U. S. C. 791-798); and Fair Labor Standards Act of 1938, Act of June 25, 1938, c. 676 (29 U. S. C. 201-219), as amended.

10. Liens. Seller agrees to deliver to Buyer the articles covered by this order free and clear of all liens, claims, and incumbrances.

11. Cancellation. (a) Buyer shall have the right to terminate this order in whole or in part at any time by written or telegraphic notice. In the event of any termination otherwise than for default of Seller, and only in such event, if Seller, at the time of such termination shall have in stock or on firm order any raw, semi-processed, or completed materials for use in fulfilling this contract or order, then, (1) in the case of completed materials Buyer may, at its option, either require delivery of all or part of the completed materials and make payment therefor at the contract price, or (without taking delivery thereof) pay Seller the excess, if any, of the contract price over the market price at the time of termination; and (2) in the case of raw or semi-processed materials, Buyer may, at its option, either require Seller to complete and deliver all or part of said materials at the contract price, or (without taking delivery thereof) pay Seller with respect to such raw or semi-processed materials, which are properly allocable to this contract or order, a proportion of the contract price based on the stage of completion of such materials and reduced by the value of such materials at such stage of completion; and (3) in the case of materials which Seller has on firm order hereunder, Buyer may, at its option, either take an assignment of Seller's rights under such order, or pay the costs, if any, of settling or discharging Seller's obligations under such order. (b) The preceding paragraph (a) shall not limit any legal rights of Buyer to cancel this order by reason of Seller's default; and Buyer further reserves the right to cancel this order without further liability for articles not accepted by Buyer in the event Seller becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.

12. When articles ordered are to be produced in accordance with Buyer's specifications or drawings, the following additional and supplementary Provisions shall apply:

(a) Inspection—Tolerances. The following shall apply in lieu of inspection provisions, Paragraph 3, above:

(1) All material and work in progress shall be subject to inspection and test by all duly authorized agents, and when practicable, during manufacture, as Buyer may direct. If inspection and test, whether preliminary or final, are made on Seller's premises, Seller shall furnish, without additional charge, all reasonable facilities and assistance for safe and convenient inspections and tests required by the inspectors in the performance of their duty. All inspections and tests shall be performed in such manner as not to unduly delay the work. Buyer reserves the right to charge to Seller any additional cost of inspection and test when articles are not ready at the time inspection is requested by Seller. Final inspection and acceptance by Buyer shall be conclusive except for latent defects, (1) defective workmanship or material, if supplied by the Seller) rejected by Buyer within one year after shipment from Seller's plant, and (11) latent defects, fraud, and such gross mistakes as amount to fraud.

(2) Seller is to work within, and inspect to, tolerances and limitations specified on drawings covering the work, and shall make such tests as are specified in the drawings or test specifications, unless deviation therefrom is authorized in writing. Verbal changes or tolerance revisions are not official and will not provide grounds for non-compliance with the drawings or specifications, regardless of their source.

(b) Substitutions—Extras (1) No substitutions of materials or accessories may be made without written permission from Buyer. (2) No charges for extras will be allowed unless the same have been ordered in writing by Buyer and the price agreed upon.

(c) Proprietary Rights. Seller understands and agrees that the benefits of Buyer's designs and manufacturing information shall not extend beyond the scope and subject matter of this order.

(d) Subcontracting. Seller shall not subcontract all or substantially all of the work on any article furnished under any item of this order, without written approval of Buyer, provided that this sentence shall not be applicable to purchases of raw materials or standard commercial articles of parts from materials include, but are not restricted to, castings, forgings, and rough welded structures on which further work is to be performed by Seller.

(e) Defective Work. If material supplied by Seller or work performed by it is found to be defective, Buyer may, in writing, require Seller to remedy the defect or replace the defective material by Seller at Seller's expense and risk, or on such authorization by Seller, to correct the work in Buyer's own plant, backcharging Seller for the cost of making such correction. If correction of such work is impracticable, Seller shall bear all risk of delivery of such defective material. If Seller shall be requested so to do by Buyer, at its expense, promptly replace such work or the part or parts thereof which are defective, or if Seller is unable or refuses to replace promptly, Buyer may, by contract or otherwise, replace such work or such parts and backcharge to Seller the excess cost occasioned by Buyer thereby.

13. Buyer-Furnished Property. The following additional provisions shall, unless specifically otherwise agreed in writing, apply with respect to any and all tools, equipment, material, or other property used in the manufacture of goods for Buyer which, whether or not listed in this order, are supplied to Seller by Buyer or are specifically paid for by Buyer. All such property is hereinafter referred to as Buyer-furnished.

(a) Seller shall have the right to use all Buyer-furnished property without payment of rent in the performance of this order or of other work for Buyer but shall not without Buyer's written consent, use the same on any other work.

(b) Title to all Buyer-furnished property shall at all times be and remain in Buyer, whether or not such property is attached to any real estate or other thing. Title to any such property which is procured or manufactured by Seller shall be deemed to vest in Buyer upon (1) acquisition or completion of manufacture by Seller or (2) payment for the same by Buyer, whichever occurs first. Seller shall keep all Buyer-furnished property separate from all other property and clearly marked to show Buyer's ownership and shall do all things necessary to preserve Buyer's title thereto, free and clear of all encumbrances. Seller shall, upon completion of its receipt and, if necessary, installation of all Buyer-furnished property, submit to Buyer an itemized inventory showing the description, location, and identifying marks of each item or group of similar items included among such property. Buyer shall have the right, at such reasonable times as it may choose, to enter Seller's premises and inspect any and all such property. Should Seller fail to perform the duties imposed upon it by this section (b) or should Buyer at any time have reason to believe that its title to or right to the possession of, any Buyer-furnished property is threatened, Buyer shall have the right, in addition to any other remedies provided by law, to enter upon Seller's property and remove any or all such property with or without the decree or order of any court. Upon completion or termination of this order, Seller shall, on the request of Buyer, promptly pack any or all such property and ship the same, f.o.b. Seller's plant, to such destinations as may be designated by Buyer.

(c) Seller shall, at its own expense, perform all maintenance work, repairs, and replacements which may be necessary with respect to any Buyer-furnished property so that the same may remain suitable for the use contemplated hereby and may, at the time required by this order, be returned to Buyer in as good condition as when received, except for reasonable wear and tear and for any consumption of materials necessarily resulting from their use. Seller shall segregate and collect in one location all Buyer-furnished material which is not actually contained in the finished parts and shall dispose of the same as Buyer may direct, except that the value of strips and cuttings shall be taken into consideration by Seller in establishing its price and they shall be used or disposed of as Seller may elect. Seller shall give Buyer prompt written notice of any Buyer-furnished property which has been supplied by Buyer to Seller and which, upon delivery to Seller, is found to be defective, and the correction or replacement of such defective property shall be accomplished at Buyer's expense, in such manner as Buyer may direct in writing.

(d) The risk of loss of or damage to any and all Buyer-furnished property shall be upon Seller from the time when the same is delivered to it, or, in the case of property procured or manufactured by Seller, from the time when title to the same vests in Buyer, until such property is returned to Buyer in the manner hereinafter provided.

(e) Buyer shall not be liable for loss, damage, destruction, or delay resulting from causes beyond its control, with respect to any Buyer-furnished property to be delivered by it to Seller, and Seller's acceptance of any such property upon delivery shall constitute a waiver of all claims for delay.

(f) Seller shall assume and indemnify Buyer against any and all liability for damage to property or injury to or death of persons arising from or incidental to the presence or use of Buyer-furnished property, whether such damage, injury, or death be caused by defects in the property, negligence in the use thereof, or otherwise.

14. When the articles furnished are to be used in the performance of a government contract or subcontract thereunder and the contract or subcontract number is shown on the face of this order, the additional and supplementary terms and conditions in Appendix C (Westinghouse Form 23724F) shall apply, whether or not Appendix C is attached hereto. (Buyer will furnish copies on request).

15. When Seller during the performances under this order will send its employees onto Buyer's premises, the provisions of Appendix D, Westinghouse Form 29181 shall apply, whether or not Appendix D is attached hereto. (Buyer will furnish copies on request.)

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