Monsanto

MONSANTO INDUSTRIAL CHEMICALS CO.
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SPECIAL UNDERTAKING BY PURCHASERS OF POLYCHLORINATED TERPHENYLS

Monsanto Company, U.S.A., manufactures certain polychlorinated terphenyl products ("PCTs") which _____ ("Buyer") desires to purchase. While Buyer desires to purchase PCTs because of certain product characteristics, Buyer acknowledges that it is aware and has been advised by Monsanto Company, U.S.A., and Monsanto Europe, S.A. (herein jointly and severally referred to as "Monsanto") that PCTs may tend to persist in the environment; that care is required in their handling, possession, use and disposition.

Monsanto has therefore adopted certain policies with respect to the further production, sale and delivery of PCTs, including the receipt of undertakings from customers as set forth below, and Buyer is willing to agree to such undertakings with respect to sales and/or deliveries of PCTs by Monsanto to Buyer.

Accordingly, Buyer hereby covenants and agrees that, with respect to any and all PCTs sold or delivered by or on behalf of Monsanto to Buyer on or after the date hereof and in consideration of any such sale or delivery, Buyer shall defend, indemnify and hold harmless Monsanto Company and Monsanto Europe, S.A., and their respective present, past and future directors, officers, employes and agents, from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses arising out of or in connection with the receipt, purchase, possession, handling, use, sale or disposition or such PCTs by, through or under Buyer, whether alone or in combination with other substances, including, without implied limitation, any contamination of or adverse effect on humans, marine and wildlife, food, animal feed or the environment by reason of such PCTs.

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All existing contracts, if any, for the sale of PCTs by Monsanto to Buyer are hereby amended to contain the provisions set forth above.

Nothing herein shall create or imply any duty or obligation of Monsanto to sell or deliver any PCTs to Buyer. No conditions, understandings or agreements purporting to modify or vary the terms hereof shall be binding unless hereafter made in writing specifically referring to this agreement and signed by the party to be bound and no modification or variance of the above undertaking shall be effected by the acknowledgment or acceptance of any sale document, purchase order, shipping instruction or other forms containing terms or conditions at variance herewith.

_____
(Buyer)

By: _____

Title: _____

Date: _____

MONSANTO COMPANY

By _____

MONSANTO EUROPE, S.A.

By _____

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