Monsanto
COMPANY
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
(314) WYdown 3-1000

Dielectric
General

SALES CONTRACT

SOLD TO GENERAL ELECTRIC COMPANY
JOHN STREET
HUDSON FALLS, NEW YORK 12839

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

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PERIOD July 1, 1970 - June 30, 1971

GOODS Pyranol 1499 and/or Pyranol 1476

QUANTITY Buyer's estimated requirements of 9,000,000 pounds

PAYMENT TERMS Net 30 Days

F.O.B. Anniston, Alabama or Sauget, Illinois Freight Prepaid to Hudson Falls, New York

PACKING & PRICES $0.1500 pound
8000 gallon tank cars - approximately 92,000 pounds net

This price is firm during the term of this contract.

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, vaporization 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.

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

ACCEPTED AS OF THE DATE HEREOF
General Electric Company
BY _____
L.P. Hart, Jr.,
General [illegible]

DATED July 1, 1970
MONSANTO COMPANY
BY _____
Donald A. Olson

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, breakage 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, cash 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, tank car, or tank truck shipments, shipper's weights shall govern. 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 container 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 so 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 preceding 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 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 substances. 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 defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer learns of the alleged defect, but in no event later than sixty (60) days after Buyer's receipt of the goods. Buyer's exclusive remedy and Seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause shall be for the purchase price of the particular delivery with respect to which losses or damages are claimed plus any transportation charges paid by Buyer. In no event shall Seller be liable for incidental or consequential damages. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. PATENTS. Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not in any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim involving Buyer in which such infringement is alleged, if Seller is affected, that Buyer permit Seller to defend completely the defense or compromise of any such action of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom either alone or in conjunction with other materials, not infringe a patent.

8. FREIGHT—TAXES. Any increase in freight paid by Seller on shipments covered by this contract any tax or governmental charge or increase in same after becoming effective increasing the cost to Seller producing, selling, or delivering the goods or of price materials used therein, and any tax now in effect or crease in same payable by the Seller because of the the goods, such as Sales Tax, Use Tax, Retailer's Optional Tax, Gross Receipts Tax, may, at Seller's option added to the price herein specified.

9. PRICE REVISION. The price, point of delivery, ice allowance, if any, and terms of payment herein set may be revised as of the beginning of any quarterly commencing on the first day of January, April, July October after the date hereof, inclusive, the first quarterly period, by written notice from Seller given not less than fifteen (15) days prior to the date on any such quarterly period is to commence. If Buyer not serve Seller with written notice of objection prior to the beginning of any quarterly period, the price revision will become effective at the start of such quarterly period. Buyer's written objection to such proposed served upon Seller prior to its effective date shall Buyer to purchase elsewhere the quantities due during ensuing quarterly period if Buyer shall be able to purchase such quantities of equal quality at a lower delivered from responsible United States manufacturers of the and shall have furnished Seller with satisfactory proof of bona fide offers by such manufacturers and Seller shall have elected not to meet such offers, in which Seller shall be released from its obligation during quarterly period. If Seller desires to revise the price of delivery, service allowance, or terms of payment pursuant to this paragraph, but is restricted to any extent so doing by reason of any law, decree, order or regulation of any government, or if the price, point of delivery, service allowance, or terms of payment then in effect on this contract are altered by reason of any law, decree, or regulation of any government, Seller shall have the right to terminate this contract.

10. PRICE PROTECTION. Should Buyer at any time any shipment is due under this contract be offered a lower delivered price on material manufactured in the United States of equal quality, in like quantity as the shipment involved, for the same use by a responsible manufacturer of the goods and furnish Seller satisfactory proof of such Seller will either supply such shipment at the lower price or permit Buyer to purchase such quantity at the lower delivered price from the manufacturer making such offer and the quantity so purchased will be deducted from the total quantity of this contract.

11. ASSIGNMENT. Buyer may not assign its rights or delegate its performance hereunder without the prior written consent of the Seller, and any attempted assignment or delegation without such consent shall be void.

12. MISCELLANEOUS. This contract is to be construed according to the laws of the State of Missouri. This document constitutes the full understanding of the parties; no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

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