CB 200 REV. 11-65

Monsanto
COMPANY

Defendant's Exhibit No. 515

RNI

SHIPPER'S NO.	DISTRICT	DATE ENTERED	CUSTOMER'S ORDER NO.	INVOICE DATE	INVOICE NUMBER

TERMS	DATE SHIPPED	CAR INITIALS AND NO.

PREPAID OR COLLECT - ROUTING

DELIVERY F. O. B.

SHIPPED FROM	WHSE. CODE	BOOKED THRU	COPIES CODE	CUST. FORM

SOLD TO

SHIPPED TO

[redacted]

PLEASE MAKE CHECKS PAYABLE TO:
MONSANTO COMPANY

MAIL TO NEAREST P.O. BOX LISTED BELOW:

P.O. BOX 1487
CHURCH ST. STATION
NEW YORK, NEW YORK 10008

P.O. BOX 4356
ST. LOUIS
MISSOURI 63164

P.O. BOX 3348
SAN FRANCISCO
CALIFORNIA 94119

DESCRIPTION	QUANTITY	PRICE & UNIT	AMOUNT

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL CONDITIONS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SHIPMENT WAS MADE SUBJECT ONLY TO THE TERMS AND CONDITIONS OF THE WRITTEN CONTRACT BETWEEN US, UNDER WHICH THE MATERIAL COVERED BY THIS INVOICE WAS SHIPPED OR, IF NO SUCH CONTRACT EXISTED, THE SHIPMENT WAS MADE AT OUR REGULAR SCHEDULED PRICE AND TERMS IN EFFECT AT TIME OF SHIPMENT AND SUBJECT ONLY TO THE CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF.

Monsanto

[redacted]

1. Unless otherwise agreed it is understood the product herein specified is for consumption in the continental United States of America.

2. 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 either party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of the product or of a material upon which the manufacture of the product of this order is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the product, Seller may allocate its available supply among all of its customers and itself in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the order shall otherwise remain unaffected.

3. In the case of bulk carload, tank car, or tank truck shipments, shipper's weights shall govern.

4. 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 product is paid for to insure the return of the container to point of shipment. 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. I. C. C. regulations require that empty drums must have filling and vent holes properly closed and empty carboys must be thoroughly (completely) drained. On such containers being so returned in good condition, a refund of the deposit will be made.

5. Seller makes no warranty or representation of any kind, express or implied, with respect to any product sold hereunder except as provided in Condition 9 hereof. Seller shall not be liable for, and Buyer assumes responsibility for, risk of loss or damages resulting from the handling, possession or use of the product, whether alone or in combination with other substances. Claims on account of weight, quality, loss of or damage to the product shall be made in writing as promptly as possible. Seller's liability for losses or damages from all causes shall in no event exceed the purchase price of the particular delivery with respect to which such losses or damages are claimed plus any transportation charges paid by Buyer. Unless otherwise specified, Seller's standard specifications for quality shall govern. Transportation charges for returned goods shall not be paid by Seller unless authorized by Seller.

6. Any increase in freight rates paid by Seller on shipments covered by this order, may, at Seller's option, be added to the price of the product shipped under this order.

7. Any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the product or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the product, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

8. Seller reserves the right, among other remedies, either to terminate this order 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.

9. Seller warrants that any product sold pursuant to this order, except as is made specifically for Buyer according to Buyer's specifications, does not infringe any valid U.S. patent. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any product sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent.

10. In case of breakage or loss in transit, have notation of same made on expense bill before paying freight.

11. Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:

    (1) A delivery of 90% of the order will be considered a complete fulfillment of the order.

    (2) In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.

12. Orders for products to be made specially for Buyer and not customarily carried in stock by the Seller, can be cancelled by the Buyer only to the extent of that portion not already in the process of manufacture at the time of cancellation, and the price per pound applicable to that portion in the process of manufacture will be Seller's regular scheduled price in effect at time of cancellation.

13. The material covered by this invoice is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

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