Monsanto
COMPANY

DISTRIBUTOR CONTRACT

CONTRACT between Monsanto Company, St. Louis, Missouri 63166 ("Monsanto") and Air-Draulics Company, Inc. of 3135 N. 29th Ave; Box 11689 Phoenix, Arizona 85017 (602) 254-8414 ("Distributor").

1. Monsanto hereby appoints Distributor a non-exclusive distributor of the following products (the "Products") and sells the Products to Distributor subject to the terms and conditions stated below and on the reverse side hereof.

PRODUCTS	QUANTITY	PRICE & PACKING	F.O.B.	TERMS
Product and price and packing and FOB point and terms on attached Monsanto price sheet, Exhibit A.				

It is mutually agreed that Buyer will receive and Seller will allow a distributor discount of 10 percent.

This contract is for a period through December 31, 1972 but, if at that point both parties agree, it shall continue beyond the initial period until terminated by either party by giving three (3) months prior written notice of termination to the other party.

2. While nothing in this Contract shall restrict the territory within which Distributor shall be free to distribute the Products, Distributor's area of primary responsibility for distribution of the Products (the "Area") shall be: Arizona, New Mexico and Clark County, Nevada.

3. Distributor shall exert its best efforts to exploit fully the potential markets for the Products in the Area. Monsanto plans to maintain an advertising and sales promotion program and to furnish Distributor with current literature and information concerning the Products; the scope and frequency of such advertising and sales promotion to be determined by Monsanto.

4. Monsanto reserves the right to make sales direct to customers located within the Area. Without limiting such right, Monsanto does not expect to solicit small order business for the Products in the Area, but expects to refer such inquiries to Distributor, except with respect to accounts whose established policy permits purchases only from manufacturers and trial shipments for experimental work.

5. *Term:* ~~One (1) year commencing~~ through December 31, 19 72.

THIS CONTRACT cancels and supersedes all existing Contracts by and between Monsanto and Distributor for the distribution and sale of the Products.

Please read the terms on the reverse side hereof, which Form is a part of this Contract.

Air-Draulics Co., Inc.
Distributor

By: _____

Title: _____

Date: _____

MONSANTO COMPANY

By: C. L. Bradford

Title: Product Manager
Hydraulics & Lubricants

Date: September 15, 1971

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