Section 3.18 Condition of Tangible Assets. Except as set forth on Schedule 3.18, to Seller's Knowledge, the machinery and equipment included in the Assets is in satisfactory operating condition, except for wear and tear in the ordinary course of business.

Section 3.19 Product Warranty. Schedule 3.19 sets forth the standard and written nonstandard (and, to Seller's Knowledge and to the extent material to the Business, unwritten nonstandard) terms and conditions of product warranty and guaranty used in the sale of the products manufactured and sold by the Business for the past five (5) years (the "Products"). Except as set out in Schedule 3.19:

(a) To Seller's Knowledge, no Products were, during the past five (5) years, knowingly sold with defects in the design, construction or methods of manufacture which render them unsafe;

(b) To Seller's Knowledge, there are no outstanding Product warranty claims or ongoing litigations relating thereto that substantially evidence a repeated pattern of Product failure, Product liability (other than claims with respect to asbestos-related matters) or Product recall claims that would be material to the Business. To Seller's Knowledge, Seller has not received notice from the Consumer Product Safety Commission or similar Government Authority of a mandatory recall of Products in the past five (5) years or received notice from any original equipment manufacturer of any product recall of such manufacturer's products that is directly attributable to the Products during the past five (5) years;

(c) To Seller's Knowledge, other than with respect to asbestos-related Actions, neither Seller nor the Canadian Subsidiary has had any material lawsuits filed against it in respect of death, personal injury or property damage arising from the purchase, use, ownership, possession, failure to warn or resale of or with respect to any Products in the past five (5) years.

Section 3.20 Whitman Agreements. The Whitman Stock Purchase Agreement has not been amended other than by a First Amendment dated as of August 29, 1988, by a Second Amendment executed on September 23, 1991 and, to the extent applicable, by the letter dated November 19, 1991, from Barbara B. Guibord to Martin M. McNerney (relating to a protocol for asserting insurance claims). The $5 million "basket" provided in Section 12(f) of the Whitman Stock Purchase Agreement has been fully exhausted. As of October 1, 1994, to Seller's Knowledge, Seller has incurred not less than $13.4 million (net of insurance recovered) in expenses with respect to matters that Seller believes may be applied towards the $15 million "basket"