# MONSANTO CHEMICAL COMPANY

## DISTRIBUTOR CONTRACT

CONTRACT between Monsanto Chemical Company, St. Louis 66, Missouri ("Monsanto") and Central Solvents & Chemicals & affiliated companies (see Exhibit B) of Chicago, Illinois ("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. and in Exhibit A attached hereto.

| PRODUCTS | QUANTITY | PRICE & PACKING | F.O.B. | TERMS |
|---|---|---|---|---|
| *In C/L or T/L of drums (LCL will be shipped only in an emergency) and/or tankcar and/or tanktruck quantities - | | See attached Exhibit A | | |
| *In C/L or T/L of drums (LCL will be shipped only in an emergency) hereinafter referred to as "proprietary products - | | See attached Exhibit A | | |

Less 5% service allowance all products; except Tributyl Phosphate and Tributoxyethyl Phosphate which are 10%; Dibutyl Phthalate, Tricresyl Phosphate, & Santicizer 140 which are 7-1/2%.

Price and packing & FOB point & terms on attached Monsanto price sheet Exhibit B attached hereto. Quty. estimated at 4,000,000 lbs. of all types.

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: Midwestern, southwestern states, and state of California

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 June 1, 19 62.

*Term of Contract subject to Paragraph 20.

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

Central Solvents & Chemicals Company
Distributor

By: M. A. Wepprer

Title: President

Date: June 15, 1962

MONSANTO CHEMICAL COMPANY

By: Forrest M. Luckett

Title: District Sales Manager
ORGANIC CHEMICALS DIVISION

Date: June 1, 1962

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6 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 a Product or of a material upon which the manufacture of a Product is dependent. If, because of any such circumstance, Monsanto is unable to supply the total demand for the Product, Monsanto 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 contract shall otherwise remain unaffected.

7. In the case of bulk carload, tank car, or tank truck shipments, Monsanto's shipping weights shall govern.

8. Where shipment requires use by Monsanto of carboys, drums, barrels or other returnable containers, title to such containers shall remain in Monsanto and a deposit in the amount required by Monsanto must be made at the time the Products are 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.

9. Monsanto makes no warranty or representation of any kind, express or implied, with respect to any Product sold hereunder except as provided in Condition 13 hereof. Monsanto shall not be liable for, and Distributor assumes responsibility for, risk of loss or damage resulting from the handling, possession or use of the Products, whether alone or in combination with other substances. Claims on account of weight, quality, loss of or damage to a Product shall be made in writing as promptly as possible. Monsanto'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 Distributor. Unless otherwise specified, Monsanto's standard specifications for quality shall govern. Transportation charges for returned goods shall not be paid by Monsanto unless authorized by Monsanto.

10. Any increase in freight rates paid by Monsanto on shipments covered by this contract, may, at Monsanto's option, be added to the price of the Products shipped under this contract.

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

12. Monsanto reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Distributor fails to pay for any one shipment when same becomes due. Should Distributor's financial responsibility become unsatisfactory to Monsanto, cash payments or satisfactory security may be required by Monsanto.

13. Monsanto warrants that any Product sold pursuant to this contract, except as is made specifically for Distributor according to Distributor's specifications, does not infringe any valid U.S. patent. This warranty is given upon condition that Distributor promptly notify Monsanto of any claim or suit involving Distributor in which such infringement is alleged, and, if Monsanto is affected, that Distributor permit Monsanto to control completely the defense or compromise of any such allegation of infringement. Monsanto 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.

14. The quantity shipped in any contract month may be limited by Monsanto to either: (a) the average of the monthly quantities ordered by Distributor 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.

15. Monsanto shall not be bound to tender delivery of any quantities for which Distributor has not given shipping instructions.

16. The price, point of delivery, service allowance, if any, and terms of payment herein specified for any Product may be revised as of the beginning of any quarterly period commencing on the first days of January, April, July and October after the date hereof (including the first such quarterly period), by written notice from Monsanto dispatched not less than fifteen (15) days prior to the date on which any such quarterly period is to commence. If Distributor does not serve Monsanto with written notice of objection thereto prior to the beginning of any quarterly period, the proposed revision will become effective at the start of such quarterly period. Distributor's written objection to such proposed revision served upon Monsanto prior to its effective date shall permit Distributor to purchase elsewhere the quantities due during the ensuing quarterly period if Distributor shall be able to purchase such quantities from responsible United States manufacturers of the Product, and shall have furnished Monsanto with satisfactory written evidence of bona fide offers by such manufacturers and Monsanto shall have elected not to meet such offers, in which event Monsanto shall be released from its obligation during such quarterly period. If Monsanto desires to revise the price, point of delivery, service allowance, ~~or terms~~ of payment pursuant to this paragraph, but is restricted to any extent against 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 under this contract are altered by reason of any law, decree, order, or regulation of any government, Monsanto shall have the right to terminate this contract.

17. Should Distributor at any time any shipment is due under this contract be offered a lower delivered price on material of equal quality, in like quantity as the shipment involved, for the same use by a responsible United States manufacturer of the Product and furnish Monsanto satisfactory proof of same, Monsanto will either supply such shipment at the lower price or permit Distributor to purchase such quantity elsewhere, and the quantity so purchased elsewhere will be deducted from the total quantity of this contract.

18. Distributor may not assign its rights under this contract without the prior written consent of Monsanto and any attempted assignment shall be void.

Paragraphs 19, 20, 21, 22, 23, & 24
See Exhibit A

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MONSANTO CHEMICAL COMPANY
DISTRIBUTOR CONTRACT WITH
CENTRAL SOLVENTS & CHEMICAL COMPANY
DATED June 1, 1960

EXHIBIT A

The following products are offered in Paragraph 1 of the distributor contract.

*In C/L or T/L of drums (LCL will be shipped only in an emergency) and/or tankcar and/or tanktruck quantities -

| | | |
|---|---|---|
| Dibutyl Phthalate | Santicizer 165 | DMCHA |
| Dicyclohexyl Phthalate | Santicizer 602 | Santomark II |
| Diethyl Phthalate | DNODP | Santicizer 148 |
| Dimethyl Phthalate | Mod-Epon | Tolecsyl Phosphate |
| Dioctyl Phthalate | Santicizer 603 | Triphenyl Phosphate |
| Diisooctyl Phthalate | Santicizer 656 | Triphenyl Phosphite |
| Diisodecyl Phthalate | Dioctyl Adipate | Santicizer 140 |
| Ditridecyl Phthalate | Diisodecyl Adipate | Tributoxyethyl Phosphate |
| | | Tributyl Phosphate |

*In C/L or T/L of drums (LCL will be shipped only in an emergency) hereinafter referred to as "proprietary products" -

| | | |
|---|---|---|
| Diphenyl Phthalate | Santicizer B-16 | Montan |
| Santicizer 160 | Santicizer N-17 | Arochlors |
| Santicizer 213 | Santicizer 405 | Santicizer 1-H |
| Santicizer 214 | Santicizer 409 | Santicizer 8 |
| Santicizer 650 | Santicizer 411 | Santicizer 9 |
| Santicizer 652 | HB-40 | Santolite MHP |
| Santicizer 141 | HB-20 | Santolite MS-80% |
| Santicizer E-15 | Dytrol | |

The following additional terms and conditions apply to subject distributor contract:

19. Monsanto will make third party shipments only if it agrees to do so prior to each sale contemplating such shipment. Such shipments if allowed by Monsanto will be made only by common carrier and only in tankcar, tanktruck carload or truckload quantities. Shipments will be made prepaid; Monsanto will pay the freight on freight allowed products and charge the freight to destination for FOB products. Monsanto will make stop off shipments only if it agrees to do so prior to each sale contemplating such shipment. If Monsanto allows such shipment the distributor will pay stop off charges and any additional freight charge above that which would apply for shipment to the appropriate distributor terminal.

20. In the event the distributor wishes to use his own trucks to transport plasticizers from Monsanto's plant to his terminals or warehouses, Monsanto will allow freight at full tanktruck or truckload rate, regardless of quantity taken, for products sold on a freight allowed basis. A premium of 1/2¢/lb. will be charged for shipments of 1000 to 1999 gallons. Sufficient notice must have been given the Monsanto plant to permit scheduling and prompt loading.

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MONSANTO CHEMICAL COMPANY
DISTRIBUTOR CONTRACT
WITH CENTRAL SOLVENTS & CHEMICAL COMPANY
AND AFFILIATED COMPANIES

EXHIBIT B

The affiliated companies included in this contract are:

| | |
|---|---|
| Alleghany Solvents & Chemicals Co. | Pittsburgh, Pa. |
| Amoco Solvents & Chemicals Co. | Cincinnati, Ohio |
| Central Solvents & Chemicals Co. | Santa Fe Springs, Calif. |
| Dixie Solvents & Chemicals Co. | Louisville, Ky. |
| Buffalo Solvents & Chemicals Co. | Buffalo, Ny. |
| Hoosier Solvents & Chemicals Co. | Indianapolis, Ind. |
| Missouri Solvents & Chemicals Co. | St. Louis, Mo. |
| Ohio Solvents & Chemicals Co. | Cleveland, Ohio |
| Texas Solvents & Chemicals Co. | Houston, Texas |
| Toledo Solvents & Chemicals Co. | Toledo, Ohio |
| ~~Southern Solvents & Chemicals Co.~~ | ~~New Orleans, La.~~ |
| Wolverine Solvents & Chemicals Co. | Grand Rapids, Mich. |
| Western Solvents & Chemicals Co. | Detroit, Mich. |
| Wisconsin Solvents & Chemicals Co. | Milwaukee, Wisc. |

and to such other associated and affiliated corporations as Central Solvents & Chemicals Company may nominate from time to time.

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