

Monsanto

MONSANTO INDUSTRIAL CHEMICALS CO.
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SPECIAL UNDERTAKING BY PURCHASERS OF 4,4'-DICHLORODIPHENYL

Monsanto Company ("Monsanto") supplies certain polychlorinated biphenyl products ("PCBs") including 4,4'-dichlorodiphenyl which Monsanto ~~sells~~ under the name MCS 1135 and which ("Buyer") desires to purchase. While Buyer desires to purchase MCS 1135 because of certain desirable properties obtained from the PCBs present in MCS 1135, Buyer acknowledges that it is aware and has been advised by Monsanto that PCBs tend to persist in the environment; that care is required in their handling, possession, use and disposition; that tolerance limits have been or are being established for PCBs in various food products.

Monsanto has therefore adopted certain restrictive policies with respect to its further production, sale and delivery of MCS 1135, including the receipt of undertakings from its customers as set forth below, and Buyer is willing to agree to such undertakings with respect to sales and/or deliveries of MCS 1135 by Monsanto to Buyer.

Accordingly, Buyer hereby covenants and agrees that, with respect to any and all MCS 1135 sold or delivered by or on behalf of Monsanto to Buyer on or after the date hereof and in consideration of any such sale or delivery, Buyer shall defend, indemnify and hold harmless Monsanto, its present, past and future directors, officers, employees and agents, from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses arising out of or in connection with the receipt, purchase, possession, handling, use, sale or disposition of such MCS 1135 by, through or under Buyer whether alone or in combination with other substances, including, without implied limitation, any contamination of or adverse effect on humans, marine and wildlife, food, animal feed or the environment by reason of PCBs in MCS 1135.

All existing contracts for the sale of MCS 1135 by Monsanto to Buyer are hereby amended to contain the provisions set forth above.

Nothing herein shall create or imply any duty or obligation of Monsanto to sell or deliver any MCS 1135 to Buyer. No conditions, understandings or agreements purporting to modify or vary the terms hereof shall be binding unless hereafter made in writing specifically referring to this agreement and signed by the party to be bound and no modification or variance of the above undertaking shall be effected by the acknowledgment or acceptance of any sale document, purchase order, shipping instruction or other forms containing terms or conditions at variance herewith.

(Buyer)

MONSANTO COMPANY

BY: _____

BY: _____

TITLE: _____

DATE: _____