CB 200 REV. 1-68
100M 9-67

Monsanto COMPANY

Defendant's Exhibit No. 521

INV

Customer Original Invoice

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

TERMS

CAR INITIALS AND NO.

PREPAID OR COLLECT—ROUTING

DELIVERY F. O. B.

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

SOLD 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 3246
SAN FRANCISCO
CALIFORNIA 94119

P.O. BOX 466
ST. LOUIS
MISSOURI 63166

SHIPPED TO

DESCRIPTION	QUANTITY	PRICE & UNIT	AMOUNT

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER, SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.

Monsanto

TERMS AND CONDITIONS

1. FORCE MAJEURE. Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, labor difficulties, inability to obtain fuel, power, raw materials, labor, containers, or transportation, or any other cause beyond the reasonable control of either party, whether of the kind enumerated herein or not, which prevents manufacture, shipment, acceptance or consumption of the goods, including, but not limited to, any governmental priorities or allocations, national defense requirements, or any other governmental restrictions, regulations or orders affecting the manufacture, sale or use of the goods. If, because of any such cause, Seller is unable to manufacture sufficient quantities of the goods to satisfy demand for the goods, Seller may allocate its available supply among itself and its customers, including those not under contract, in an equitable manner. In the event of any delay or failure in performance by Seller due to any of the foregoing causes, the date of delivery or of commencement of shipment shall be extended for a period equal to the time lost by reason of the delay, and Seller shall not be liable for any loss or damage resulting therefrom. Buyer shall not be relieved of its obligations to accept deliveries of goods or to make payments therefor as herein provided, except to the extent that Seller is unable to make deliveries of goods, and in the event Seller is unable to make deliveries of goods for a period of sixty (60) days or more, Buyer may cancel any unfilled portion of this contract, but only as to goods not in process of manufacture at the time of such cancellation. Except as otherwise provided herein, all terms and conditions of this contract shall remain unaffected.

2. Buyer's Credit. Seller may at any time, without notice, suspend further deliveries hereunder or refuse to make any shipment except upon receipt of cash in advance, or may exercise any other remedy available to Seller to terminate this contract or to suspend performance hereof, if in the judgment of Seller the financial condition of Buyer at any time fails to justify the terms of payment hereof, or if Buyer fails to make payment of any one shipment when same becomes due, or if Buyer's financial responsibility becomes impaired or unsatisfactory to Seller. Buyer shall, upon request, furnish financial statements satisfactory to Seller, and Seller may require cash payments or satisfactory security for future deliveries as a condition for the acceptance of any order. Buyer's financial responsibility shall be deemed impaired if Buyer fails to pay any invoice for goods heretofore delivered.

3. [illegible] Unless otherwise agreed in writing, all shipments shall be made by carrier selected by Seller. Seller's weights and figures shall govern. Where shipments are made in bulk, or in carriers or other containers furnished by Buyer, the weights and measurements as determined by Seller must be made at [illegible] Buyer must be ready to receive goods when tendered and may not be used for any purpose other than to receive goods hereunder and must be returned within sixty (60) days from date of shipment. Containers not returned in good condition or not returned at the deposit will be made.

4. [illegible] Unless otherwise agreed in writing, orders may be limited by Seller to whichever is the greater of (a) the average of the monthly quantities ordered by Buyer hereunder during the preceding contract months, or (b) the maximum quantity which Seller is able to supply during the remaining months of the contract period. Seller shall not be liable for failure to supply any quantity in excess of Buyer's order or for failure to comply with any given shipping instructions.

5. WARRANTY. Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's published specifications in effect at the time of shipment. Subject to the preceding sentence and except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession or use of the goods by Buyer.

6. LIMIT OF LIABILITY. All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer learns of the alleged defect, but in no event later than sixty (60) days after Buyer's receipt of the goods. Buyer's exclusive remedy and Seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause shall be for the purchase price of the particular delivery with respect to which losses or damages are claimed plus any transportation charges paid by Buyer. In no event shall Seller be liable for incidental or consequential damages. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. PATENTS. Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon 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 goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent.

8. FREIGHT - TAXES. Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods 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 goods, 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.

9. LOSS IN TRANSIT. In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.

10. PLASTIC MATERIALS. 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 not less than 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.

11. FAIR LABOR STANDARDS ACT. The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

12. MISCELLANEOUS. This contract is to be construed according to the laws of the State of Missouri. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

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