Monsanto

800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
(314) 694-1000

SALES CONTRACT

SOLD TO GENERAL ELECTRIC COMPANY
JOHN STREET
HUDSON FALLS, NEW YORK 12839

THE FOLLOWING GOODS, SUBJECT TO TERMS AS STATED BELOW AND ON THE REVERSE SIDE HEREOF.

PERIOD January 1, 1973 through December 31, 1973

GOODS Capacitor Aroclor 1016

QUANTITY Buyer's estimated requirements of 8,500,000 pounds

PAYMENT TERMS Net 30 days

F.O.B. Sauget, Illinois

MCNS 072631

PACKING & PRICES $0.205 per pound
8,000 gallon tankcars - approximately 92,000 pounds net
This price is firm during the term of this contract.

It is understood that the products sold hereunder contain polychlorinated biphenyls, which some studies have shown may be an environmental contaminant. Buyer agrees to use its best efforts to prevent such products from entering into the environment through spills, leakage, use, disposal, vaporization or otherwise. In the event Seller determines that, in order to prevent contamination of the environment, it is necessary to discontinu the sale to Buyer of polychlorinated biphenyls for the applications contemplated by Buyer, Seller may terminate this Agreement at any time by giving Buyer at least (90) ninety days prior written notice.

REMARKS

This contract will not be binding on Seller unless accepted and returned within thirty days from date hereof.

ACCEPTED AS OF THE DATE HEREOF

GENERAL ELECTRIC COMPANY

BY L. P. Hart Jr.

TITLE L. P. Hart
General Manager
I & P Cap. Department

DATED January 15, 1973

MONSANTO COMPANY

BY P. L. Slayton

TITLE Regional Sales Manager
Specialty Products Group

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be cancelled without liability, but this contract shall otherwise remain unaffected.

2 **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer 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. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided 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, whether used alone or in combination with other substances.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever ("defective performance"), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur; provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. 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 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. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods. It being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

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. **PRICE REVISION.** ~~The price, point of delivery, service allowance, if any, and terms of payment herein specified may be revised as of the beginning of any calendar quarter after the date hereof (including the first such calendar quarter), by written notice from Seller given not less than fifteen (15) days prior to the date on which such quarterly period is to commence. Unless Buyer, by written notice received by Seller prior to the beginning of such quarterly period, objects to the proposed revision such revision shall become effective at the start of such quarterly period. Buyer's written objection to such proposed revision received by Seller prior to its effective date shall permit Buyer to purchase and receive the quantities due during the ensuing quarterly period if Buyer shall be able to purchase such quantities of goods of equal quality manufactured in the United States at a lower delivered price from responsible manufacturers thereof, and shall have furnished Seller with satisfactory written proof of bona fide offers by such manufacturers and Seller shall have elected not to meet such offers, in which event Seller shall be released from its obligation to such quarterly period. If Seller desires to revise the price, point of delivery, service allowance or terms of payment pursuant to this section, but is restricted to any extent against so doing by reason of any governmental law, regulation, order or action, 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 governmental law, regulation, order or action, Seller shall have the right to terminate this contract by written notice to Buyer.~~

10. **PRICE PROTECTION.** Should Buyer at any time any shipment is due under this contract be offered a lower delivered price on goods manufactured in the United States of equal quality, in like quantity as the shipment involved, for the same use by a responsible manufacturer of the goods and furnish Seller satisfactory written proof of same, Seller will either supply such shipment at the lower price or permit Buyer to purchase such quantity at the lower delivered price from the manufacturer making such offer. The quantity so purchased by Buyer will be deducted from the total quantity of this contract.

11. **ASSIGNMENT.** Buyer shall not assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void.

12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. Except as provided in Sections 9 and 10 hereof, no conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgement or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

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