FORM 82-66

W.R. GRACE & CO.

DEWEY AND ALMY CHEMICAL DIVISION

6050 West 51st Street, Chicago, Illinois 60638

YOUR ORDER NO.	OUR ORDER NO.	DEPT. NO.	MPL	A/R	INV.	PL.	CUSTOMER NO.	TERR.	INVOICE DATE	INVOICE NO.
PHONE CALL 1/23		510	4	5	05		------	-		40773 1/23

SOLD TO:

MONSANTO CO.
DISTRICT SLAES OFFICE
3158 DES PLAINES, ILLINOIS
ATTN: MISS NEWMAN

SHIP TO: (Same as sold to unless otherwise noted)

W. G. KRUMMRICH
SAUGET, ILLINOIS
ATTN: ART PARROTT

ATTENTION: PURCHASING DEPT.

TERMS: NET 30 DAYS

F.O.B. POINT: ☐ MASS. CAMBRIDGE ☐ MASS. ACTON ☐ MASS. ADAMS ☒ ILL. CHICAGO ☐ CAL. SAN LEANDRO ☐ KY. OWENSBORO

ROUTING: XXX XXXXE VIA CENTRAL WISCONSIN

☒ PREPAID ☐ COLLECT

QUANTITY	DESCRIPTION	SALES PRICE	AMOUNT
1	600# FULL DRUM AROCLOR 1254	19.25¢/#	
		LESS 10% FOR HANDLING	

ACKNOWLEDGMENT
NOT AN INVOICE

SHIP WEEK OF 1/23/70

0377181

EXPECTED SHIPPING DATE:

We thank you for your order. The above is an exact copy as it has been placed with our Manufacturing Department. Please read it and the conditions on the back hereof carefully. If no written contract under which your order is placed exists, your order is accepted on the understanding that unless you notify us to the contrary promptly and in writing, the entire contract between us is as stated in Condition 15 on the back hereof.

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CONDITIONS

All orders are accepted and all sales are made subject only to the provisions of the written contract between us under which the order is placed, or if no such contract exists, subject only to the terms on the face hereof and to the following provisions.

1. Deliveries — The goods identified on the face hereof will be delivered to you f.o.b. at the plant stated on the face hereof in good condition and properly consigned, will be at your risk upon such delivery to you at this point, and prepayment or allowance of freight by us shall not affect this provision. We shall not be liable for any injury, loss or damage resulting from the handling or use of the goods after such delivery.

2. Freight — If we are to pay freight, we shall have the right initially to designate routing and means of transportation; and if you require a more expensive routing and/or means, you will pay any extra cost involved.

3. Weights — Our invoice weights, volumes, sizes and rates shall be treated as prima facie accurate except that in case of bulk carload or tank car shipments, carriers' weights shall govern.

4. Examination — Suitability — Claims — You should examine and test each shipment promptly on arrival and before any part of the goods (except for reasonable test quantities) has been changed from its original condition. We can recognize no claims for any cause after the goods have been treated, processed or changed in any manner (except for reasonable test quantities). It is your responsibility to determine whether the goods are suitable for your contemplated use, whether or not such use is known to us. All claims of which we are not notified in writing within 90 days after arrival of goods at destination, except claims for breach of the Fair Labor Standards Act and patent warranties, are waived.

5. Warranties — Liability — We warrant that in the production of the goods identified on the face hereof, there has and will have been no violation by us of Section 6, 7 or 12 (as amended) of the Fair Labor Standards Act of 1938 or of any order of the Administrator issued under Section 14 of said Act and that we know of no such violation by others in connection with the production of said goods.

We warrant that said goods will not in themselves infringe any United States or Canadian patent. We assume no obligation in regard to patent infringement resulting from the use of said goods in combination with other material or in the operation of any process. Liability under this warranty is conditioned upon your giving us prompt written notice of any claim of patent infringement made against you and granting us exclusive control of its settlement and/or litigation. We may discontinue delivery of said goods if in our opinion their manufacture, sale or use would constitute patent infringement.

THERE ARE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, EXCEPT THE ABOVE WARRANTY IN REGARD TO THE FAIR LABOR STANDARDS ACT, AND THE ABOVE WARRANTY IN REGARD TO PATENTS, AND NONE SHALL BE IMPLIED BY LAW. ALL WARRANTIES, EXPRESS AND IMPLIED, ARE EXCLUDED WHEN THE GOODS ARE SOLD "AS IS".

Any technical advice furnished you before or after delivery in regard to the use of said goods which is furnished without charge, is furnished on the basis that it represents our best judgment under the circumstances but that it is used at your sole risk.

You shall have the following remedy against us in substitution for all other remedies provided by law in the event that said goods are nonconforming or in the event of delay in shipment or non-shipment of said goods or any portion thereof, which remedy you agree shall be exclusive: the right (a) to repayment, or if not paid, to credit of the purchase price; (b) to replacement of said goods; or (c) to repair of said goods; it being understood that our maximum monetary liability on account of non-conforming goods, delay, failure to ship or from any other cause, like or unlike, shall be to refund if paid, otherwise to credit to you, the purchase price of that part of said goods which is subject to the condition or cause on which claim is based, and that we shall in no event be liable for special, incidental, indirect, consequential or penal damages.

Except as otherwise agreed in writing, all goods delivered to you hereunder are for your own consumption. We may cancel this contract upon any breach of this condition.

6. Returns — No claims will be recognized in regard to goods disposed of or returned without our written consent.

7. Royalties — When the goods identified on the face hereof include goods suitable for use according to our patents, a royalty (amount obtainable upon request) is included in the purchase price.

8. Equipment — The purchase of equipment from us confers no license, express or implied, under any patents.

9. Freezing — The goods identified on the face hereof are shipped at your risk of damage by freezing, unless otherwise stated.

10. Credit — Our terms of payment are our regular terms or those specifically quoted to you. If you fail to fulfill these terms or if we at any time have any doubt as to your financial responsibility, we may decline to make further deliveries except against cash or satisfactory security.

11. Orders — Orders are not binding on us until accepted in writing by an authorized employee at one of our offices.

12. Taxes — In the absence of proper evidence of exemption supplied to us you will reimburse us for all taxes, excises or other charges which we may be required to pay to any government (national, state or local) upon, or measured by the production, storage, sale, transportation and/or use of, the goods identified on the face hereof.

13. Vis Major — No liability shall occur from delay in performance or non-performance to the extent that it results from any cause (including without limitation: labor trouble; inclement weather; shortage of or inability to obtain materials, equipment or transportation; and/or orders of courts beyond the reasonable control of the party affected. Either of us may eliminate herefrom quantities so affected, but this contract shall remain otherwise in effect. If our supply of goods to be sold hereunder is limited by any such cause, we shall have the right to prorate our available supply over our own manufacturing requirements and our commitments to our customers as we consider fair.

14. Miscellaneous — This contract is not assignable or transferable voluntarily or by operation of law. The invoice date hereon shall be prima facie evidence of the date on which this instrument was mailed.

15. Contract — Our contract in regard to the goods identified on the face hereof consists in its entirety of the terms and conditions of your order and the terms and conditions appearing on the face and back of this instrument, excluding all usages of trade and all terms and conditions of your order which are in conflict with, or which are in addition to, the terms and conditions appearing hereon. No changes in or additions to this contract shall be of any effect unless contained in a writing signed by the party claimed to be bound thereby and no changes or additions shall be effected by the return to you, signed or unsigned, of tear-off or other forms attached to or accompanying your order which you require us to return. No written or oral understandings, representations or warranties predating the date hereof shall be of any effect, nor shall any written or oral communication from us to you predating the date hereof be deemed an acceptance of your order or to impose contractural obligations on us with respect to it. The interpretation and effect hereof shall be governed by the laws of the state in which the first shipment of goods hereunder originates.

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