SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - BARTON, AL

1954 - 1977

16

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1967	
No sales found for these years.	0 lbs.
1968	
Turbinol 153	34,600 lbs.
1969 - 1977	
No sales found for these years.	0 lbs.

DEPOSITION EXHIBIT
Plf's 99
3-24-92

EXHIBIT A

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - KOSCIUSKO, AL

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1967	
No sales found for these years.	0 lbs.
1968	
Turbinol 153	36,000 lbs.
1969	
Turbinol 153	12,000 lbs.
1970	
Turbinol 153	25,305 lbs.
1971	
Turbinol 153	24,200 lbs.
1972 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041572

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - TUSCUMBIA, AL

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1968	
No sales found for these years.	0 lbs.
1969	
Turbinol 153	18,000 lbs.
Turbinol 153	18,000 lbs.
1970	
Turbinol 153	12,705 lbs.
1971 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041573

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - LITTLE ROCK, AR

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958	
Pydraul AC	110 lbs.
Pydraul AC	110 lbs.
1959	
Pydraul AC	220 lbs.
1960 - 1961	
No sales found for these years.	0 lbs.
1962	
Pydraul AC	110 lbs.
1963	
Pydraul AC	165 lbs.
Pydraul AC	110 lbs.
Pydraul AC	55 lbs.
1964	
No sales found.	0 lbs.
1965	
Pydraul AC	275 lbs.
1966	
Pydraul AC	110 lbs.
1967 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041574

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - DANVILLE, KY

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1967	
No sales found for these years.	0 lbs.
1968	
Turbinol 153	10,800 lbs.
1969	
Turbinol 153	25,105 lbs.
1970	
Turbinol 153	33,740 lbs.
1971	
Turbinol 153	22,850 lbs.
1972 - 1977	
No sales found for these years.	0 lbs.

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - OWINGSVILLE, KY

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1968	
No sales found for these years.	0 lbs.
1969	
Turbinol 153	41,600 lbs.
1970	
Turbinol 153	18,150 lbs.
1971 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041576

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - LA ROSA, LA

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1968	
No sales found for these years.	0 lbs.
1969	
Turbinol 153	51,580 lbs.
1970	
Turbinol 153	31,305 lbs.
1971	
Turbinol 153	48,400 lbs.
1972 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041577

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - SHREVEPORT, LA

1954 - 1977

1954 - 1957

Sales books are incomplete for these years.	0 lbs.

1958

O S - 81 (sold to Houston, Tx)	2,544 lbs.

1959

O S - 81	32,700 lbs.

1960

No sales found.	0 lbs.

1961

Pydraul AC	1,000 lbs. *
Pydraul AC	2,000 lbs. *
Pydraul AC	3,000 lbs. *
O S - 81	34,000 lbs. *
MCS 153	67,000 lbs. *

1962 - 1963

No sales found for these years.	0 lbs.

1964

MCS 153	12,000 lbs. *

1965 - 1977

No sales found for these years.	0 lbs.

* Sales for these years are rounded to the nearest thousand pounds.

HARTOLDMON0041578

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - WHITE CASTLE, LA

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1967	
No sales found for these years.	0 lbs.
1968	
Turbinol 153	35,200 lbs.
1969	
Turbinol 153	25,200 lbs.
1970	
Turbinol 153	46,360 lbs.
1971	
Turbinol 153	12,100 lbs.
1972 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041579

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - YAZOO, MS

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1967	
No sales found for these years.	0 lbs.
1968	
Turbinol 153	12,000 lbs.
1969	
Turbinol 153	42,660 lbs.
1970	
Turbinol 153	18,150 lbs.
1971	
Turbinol 153	21,600 lbs.
1972 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041580

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - FLORHAM PARK, NJ

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1969	
No sales found for these years.	0 lbs.
1970	
Turbinol 153	7,200 lbs.
1971 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041581

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - TRENTON, NJ

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1967	
No sales found for these years.	0 lbs.
1968	
Turbinol 153	7,200 lbs.
1969 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041582

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - CORONA, NM

1954 - 1977

1954 - 1957

Sales books are incomplete for these years. 0 lbs.

1958 - 1967

No sales found for these years. 0 lbs.

1968

Turbinol 153 66,000 lbs.

1969 - 1977

No sales found for these years. 0 lbs.

HARTOLDMON0041583

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - ARMAGH, PA

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1970	
No sales found for these years.	0 lbs.
1971	
Turbinol 153	29,260 lbs.
1972 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041584

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - BECHTELSVILLE, PA

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1970	
No sales found for these years.	0 lbs.
1971	
Turbinol 153	10,500 lbs.
1972 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041585

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - BERNVILLE, PA

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1968	
No sales found for these years.	0 lbs.
1969	
Turbinol 153	40,000 lbs.
1970 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041586

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - EAST WATERFORD, PA

1954 - 1977

1954 - 1957

Sales books are incomplete for these years.	0 lbs.

1958 - 1970

No sales found for these years.	0 lbs.

1971

Turbinol 153	10,320 lbs.

1972 - 1977

No sales found for these years.	0 lbs.

HARTOLDMON0041587

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - GREENSBURG, PA

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1967	
No sales found for these years.	0 lbs.
1968	
Turbinol 153	9,600 lbs.
1969 - 1970	
No sales found for these years.	0 lbs.
1971	
Turbinol 153	6,000 lbs.
1972 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041588

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - LILLY, PA

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1968	
No sales found for these years.	0 lbs.
1969	
Turbinol 153	34,880 lbs.
1970 - 1977	
No sales found for these years.	0 lbs.

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - PERULACK, PA

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1968	
No sales found for these years.	0 lbs.
1969	
Turbinol 153	72,720 lbs.
1970 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041590

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - ROBESONIA, PA

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1967	
No sales found for these years.	0 lbs.
1968	
Turbinol 153	33,300 lbs.
1969	
Turbinol 153	43,240 lbs.
1970 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041591

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - SHERMANS DALE, PA

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1967	
No sales found for these years.	0 lbs.
1968	
Turbinol 153	83,600 lbs.
1969 - 1970	
No sales found for these years.	0 lbs.
1971	
Turbinol 153	31,820 lbs.
1972 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041592

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - GLADEVILLE, TN

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1968	
No sales found for these years.	0 lbs.
1969	
Turbinol 153	38,300 lbs.
1970 - 1977	
No sales found for these years.	0 lbs.

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - LEBANON, TN

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958	
Pydraul AC	110 lbs.
Pydraul AC	660 lbs.
1959	
Pydraul AC	165 lbs.
Pydraul AC	605 lbs.
1960 - 1977	
No sales found for these years.	0 lbs.

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - LEBANON, TN

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1969	
No sales found for these years.	0 lbs.
1970	
Turbinol 153	12,000 lbs.
1971	
Turbinol 153	12,100 lbs.
1970 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041595

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - BAYTOWN, TX

1954 - 1977

1954 - 1957

Sales books are incomplete for these years.	0 lbs.

1958

Pydraul AC	55 lbs.

1959 - 1977

No sales found for these years.	0 lbs.

HARTOLDMON0041596

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - CONROE, TX

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1969	
No sales found for these years.	0 lbs.
1970	
Turbinol 153	7,200 lbs.
1971 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041597

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - HOUSTON, TX

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1960	
No sales found for these years.	0 lbs.
1961	
O S - 81	36,000 lbs. *
1962	
O S - 81	35,160 lbs.
1963	
O S - 81	33,500 lbs.
1964	
O S - 81	26,000 lbs. *
1965 - 1977	
No sales found for these years.	0 lbs.

* Sales books for these years are rounded to the nearest thousand pounds.

HARTOLDMON0041598

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - HOUSTON, TX

1954 - 1977

1954 - 1957		
	Sales books are incomplete for these years.	0 lbs.
1958 - 1961		
	No sales found for these years.	0 lbs.
1962		
	Pydraul AC	110 lbs.
	MCS 153	94,289 lbs.
1963		
	Pydraul AC	1,220 lbs.
	MCS 153	76,157 lbs.
1964		
	Pydraul AC	1,000 lbs. *
	MCS 153	85,000 lbs. *
	O S - 81	6,000 lbs. *
1965		
	Pydraul AC	610 lbs.
	MCS 153	55,660 lbs.
	O S - 81	11,574 lbs.
1966		
	Pydraul AC	110 lbs.
	Pydraul AC	610 lbs.
	Pydraul AC	610 lbs.
	MCS 153	66,550 lbs.
	MCS 153	4,235 lbs.
	MCS 153	9,680 lbs.
	MCS 153	26,620 lbs.
1967		
	Pydraul AC	610 lbs.
	Pydraul AC	950 lbs.
	MCS 153	108,655 lbs.
1968		

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - NEW WAVERLY, TX

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1969	
No sales found for these years.	0 lbs.
1970	
Turbinol 153	38,320 lbs.
1971	
Turbinol 153	12,100 lbs.
1972 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041600

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - PENN JERSEY

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958	
O S - 81	185,509 lbs.
1959 - 1960	
No sales found for these years.	0 lbs.
1961	
O S - 81	35,000 lbs. *
1962	
No sales found.	0 lbs.
1963	
MCS 153	42,922 lbs.
1964 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041601

SALES SUMMARY

ALL PCB PRODUCTS

TRANSWESTERN PIPELINE - CORONA, NM

1954 - 1977

1954 - 1957	
Sales books are incomplete for these years.	0 lbs.
1958 - 1967	
No sales found for these years.	0 lbs.
1968	
MCS 153	27,700 lbs.
MCS 153 (Shipped to Roswell, NM)	12,200 lbs.
1969	
Turbinol 153	148,880 lbs.
1970	
Turbinol 153	32,620 lbs.
1971 - 1977	
No sales found for these years.	0 lbs.

HARTOLDMON0041602

SALES SUMMARY

ALL PCB PRODUCTS

TEXAS EASTERN TRANSMISSION - UNKNOWN LOCATION

1954 - 1977

1954 - 1957

Sales books are incomplete for these years.	0 lbs.

1958 - 1959

No sales found for these years.	0 lbs.

1960

Pydraul AC	0 lbs. *

1961 - 1977

No sales found for these years.	0 lbs.

* Sales for this year are rounded to the nearest thousand pounds. Sales less then 500 pounds are recorded as 0 pounds sold.

HARTOLDMON0041603

SALES SUMMARY

							1968	670

11 6124 000 MCS 153

		SALES THIS MONTH		SALES THIS YEAR TO DATE		TOTAL SALES LAST YEAR	
		POUNDS	DOLLARS	POUNDS	DOLLARS	POUNDS	DOLLARS
739044	TRANSWESTERN PIPE LINE			39,740	[illegible]		

TRAN 001517

	NAME OF PURCHASER/CUSTOMER	TERMINAL	LAST YEAR SALES	SALES FOR CORRESPONDING PERIOD LAST YEAR	SALES CURR YEAR	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	
	TURBINOL-193														
	TRANSWESTERN PIPE CORONA NM		27.7		149										
	TRANSWESTERN PIPE ROSWELL NM		12.0												

TRAN 001518

HARTOLDMON0041605

ORGANIC DIV - FUNCTIONAL IDS
NO.4 CUSTOMER/PRODUCT SALES REPORT FOR DEC 1970
-IN ACTUAL POUNDS AND DOLLARS-

	TOTAL MONTH SALES POUNDS	DOLLARS	Y-T-D SALES POUNDS	DOLLARS	TOTAL LAST YEAR SALES POUNDS	DOLLARS	TOTAL YEAR GOAL LBS	CUST ID MAJR-GRD-GP
•TRANSWESTERN PIPE CORONA NM								00094811
TRANSWESTERN PIPE CORONA NM							AR 739844	00094811
1132 TURBINOL-153	16,660	5,580	32,620	10,639	148,880	47,565		6124-000-11

TRAN 001519

HARTOLDMON041606

-IN THOUSANDS OF POUNDS AND DOLLARS-

SIS REP	NAME OF PRODUCT/CUSTOMER	POTENTIAL	LAST YEAR SALES	SALES GOAL FOR CURR YEAR	SALES CURR YTD	JAN.	FEB.	MAR	APR.	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC.	CUST ID / MAJR GRD GP
	TURBINUL-153															00531A		6124-000-1
1968	.TRANSWESTERN PIPE CORONA AR	20.0	32.6	20.0														00094811

TRAN 001520

IN THOUSANDS OF POUNDS AND DOLLARS

	NAME OF PRODUCT/CUSTOMER	POTENTIAL	LAST YEAR SALES	SALES CURR FOR CURR YEAR	SALES CURR YTD	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT	OCT	NOV	DEC	
	TURBINOL-150																	6124-000-1
	TEXAS EASTERN TRAN CORONA: NM		66.0															

TRAN 001440

HARTOLDMON0041608

Monsanto

INV

DUPLICATE INVOICE

SHIPPER'S NO	DISTRICT	DATE ENTERED	CUSTOMER'S ORDER NO	INVOICE AND SHIPPING DATE	INVOICE NUMBER
706292	MU	12-01-70	1-28739-6	12-22-70	ML 12- 2673

TERMS: NET 30 DAYS — CAR INITIALS AND NO: 12-22-70

PREPAID OR COLLECT - ROUTING: PPD GORDONS

DELIVERY F O B: ST LOUIS

SHIPPED FROM	WHSE CODE	BOOKED THRU	COPIES CODE	CUST FORM	
ST LOUIS	0001	1132	4-1-2		82-020-790827

SOLD TO
TEXAS EASTERN TRANSMISSION CORP
P O BOX 2521
HOUSTON TX 77001

MONSANTO COMPANY

SHIPPED TO
SAME
CUT OFF LA

DESCRIPTION	QUANTITY	PRICE & UNIT		AMOUNT
20 -54 GAL DRUMS -030				
TURBINAL 153				
2-M-1-6124-000-11-0001-02-01				
12000. *	1080. GL	3.85	U	4158.00
PLUS FRT FROM ST LOUIS MO	12960. LB	3.75	C	486.00
				4644.00T
AL				
LANG				

Shrinkage
17,960# @ 3.9% cwt = 710.6
Arbitrary 17,960# @ .5% cwt = 66.10
576.7

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

TRAN 002430

TERMS AND CONDITIONS

1 FORCE MAJEURE Deliveries may be suspended by either party in case of Act of God, war, [illegible] 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 such party, prevent (a) 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 circumstance, Seller is unable to supply the total [illegible] goods, Seller may allocate its available supply among itself and all of its customers, including [illegible], in an equitable manner. Such deliveries so suspended shall be cancelled without liability and the contract shall otherwise remain unaffected.

2 BUYER'S CREDIT - Seller reserves the right [illegible] includes, prior to forwarding the contract or to suspend further deliveries under it in the event Buyer's financial condition, in Seller's opinion, becomes impaired. Should Buyer's financial responsibility be unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries [illegible] heretofore delivered.

3 WEIGHTS AND CONTAINERS In the case of [illegible] shipments, shipper's weights shall govern. Where shipment requires use by Seller of [illegible] returnable containers, the [illegible] containers shall remain in Seller and a deposit in that amount required by Seller must be paid [illegible] goods are paid for. Such container must be kept in good condition and may not be used for any purpose other than that shipped therein and must be returned within sixty (60) days from date of shipment. On [illegible] 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 varied by Seller to either [illegible] of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or [illegible] 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 WARRANTY 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 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, whether used alone or in combination with other substances. 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 defects or [illegible] 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 shall be for damages, subject, however, to Buyer's agreement that [illegible] and all losses or damages resulting from any cause whatsoever including alleged defective or [illegible] goods, Seller's liability shall in no event exceed the purchase price thereof, or at Seller's option of Seller, the repair or replacement of such defective [illegible] goods. In no event shall Seller be liable for incidental or consequential damages. Transportation charges on 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 to those made [illegible] Buyer's specifications, do not infringe any U.S. patent. This warranty is [illegible] upon 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 defend completely the determination of [illegible] any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder [illegible] process, the use of or in combination with other materials, will not infringe a patent.

8 TAXES; FREIGHT Taxes. Any increase in freight rates and [illegible] Seller on shipments covered by this contract and any [illegible] increase or imposition on sales hereunder occurring effective increasing the cost to Seller of producing, selling, or delivering the goods or of any of its raw materials used therein, and any tax or [illegible] Seller is required to pay by the Seller's [illegible] of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupation Tax, Gross Receipts Tax, [illegible] Seller's option, be added to the price [illegible] and paid by Buyer. Freight In case of [illegible] in Buyer's favor, Buyer shall have credit of same [illegible] and to free [illegible] freight.

10 PLASTIC MATERIALS. Because of the [illegible] used 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 instrument 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.

TRAN 002431

HARTOLDMON0041610

Monsanto ST. LOUIS, MISSOURI 63166 CREDIT DUPLICATE

CUSTOMER'S ORDER NO.	DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO.
1-17929A	- -	- -	01-20-72	14-01-91103

B.L.O.
TEXAS EASTERN TRANSMISSION CORP
P O BOX 2521
HOUSTON, TEXAS 77001

PAYMENT
PLEASE MAKE CHECKS PAYABLE TO:
MONSANTO COMPANY
MAIL TO P.O. BOX LISTED BELOW

MONSANTO COMPANY
BOX 3608
DALLAS
TEXAS 75221

SHIPPED TO
TEXAS EASTERN TRANSMISSION CORP
FARM HIGHWAY 1375
8 MILES NORTH EAST OF
NEW WAVERLY, TEXAS

INQUIRIES
Customer Service Center - St. Louis
MONSANTO INDUSTRIAL CHEMICALS CO.
St. Louis, Missouri 63166

PPD OR COLLECT	DELIVERY F.O.B.	TERMS OF PAYMENT	SHIPPER NO.
	AS INDICATED BELOW		467394

SHIPPED FROM	CAR NO./TT CARRIER	CUSTOMER SERVICE REPRESENTATIVE
SAUGET IL		KLEFFNER

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
	CREDIT FOR LEAKY DRUMS	
1	54 GL METAL DRUM	
	TURBINOL-153 AT	269.50
	6124-000-17-0003-47-01- -00531A	
	FOB SAUGET IL	
	PAGE 1	269.50

TRAN 002443

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.

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, 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 such party, preventing the manufacture, shipment, acceptance, or consumption of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the 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, or tank truck shipments, shipper's weights shall govern. Where shipment requires use by Seller of carboys, drums, barrels or other 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 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. 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. WARRANTY. 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 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, whether used alone or in combination with other substances. 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 shall be for damages, subject, however, to Buyer's agreement that for any and all losses or damages resulting from any cause whatsoever including alleged defective or damaged goods, Seller's liability shall in no event exceed the purchase price thereof, or at the election of Seller, the repair or replacement of such defective or damaged goods. 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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