Monsant-

MONSANTO COMPANY
ST. LOUIS, MISSOURI 33166

DUPLICATE
INVOICE

CUSTOMER'S ORDER NO	DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO
PRU 2246	12-06-72	12-07-72	12-07-72	14-12-79223

BILL TO
JARD COMPANY, INC.
P. O. BOX 650
BENNINGTON VERMONT 05201

2

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

SHIPPED TO
JARD COMPANY, INC.
BOWEN ROAD
BENNINGTON VERMONT 05201

MONSANTO COMPANY
BOX 8495
CHURCH ST STATION
NEW YORK N Y 10249

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

COL	AS INDICATED BELOW	NET 30 DAYS	SHIPPED NO 5509067

SAUGET	IL	MONX008607	CUSTOMER SERVICE REPRESENTATIVE W MADDOX

ITEM	DESCRIPTION PRICE & UNIT		AMOUNT
1	1 8800 GL TANK CAR	92,200.00 LB	
	AROCLOR 1016	AT .2050	18,901..
	1040-016-16-0003-47-06-S-02250A		
	FOB SAUGET IL	92,200.00 LB	

THIS PRODUCT CONTAINS
POLYCHLORINATED BIPHENYLS
%PCBS% WHICH SOME STUDIES
HAVE SHOWN MAY BE PERSISTANT
AN ENVIRONMENTAL CONTAMINANT
AND POSSIBLY INJURIOUS TO
CERTAIN FORMS OF BIRD AQUATIC
AND ANIMAL LIFE. PREVENT ANY

ENTRY INTO THE ENVIRONMENT
THROUGH SPILLS LEAKAGE DIS-
POSAL VAPOURISATION RE-USE
OF CONTAINERS OR OTHERWISE.
SPILLS LEAKAGES AND WASTE
PRODUCT MUST BE COLLECTED.
USE OF THIS PRODUCT MUST BE
RESTRICTED TO APPLICATIONS

MONS 097512

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER ONLY ON 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 TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL

TERMS AND CONDITIONS

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 when or the facts giving rise to such claim shall have been discovered or of whether processing, use or resale of the goods shall not 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'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. 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 **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.** 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. 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 any 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.

MONS 097513

Monsant-

MONSANTO COMPANY
ST. LOUIS, MISSOURI 63166

DUPLICATE
INVOICE

CUSTOMER'S ORDER NO	DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO
PRO 2246	12-06-72	12-07-72	12-07-72	14-12-79223

BILL TO

SHIPPED TO

PAYMENT

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

MONSANTO COMPANY

INQUIRIES

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

COL	AS INDICATED BELOW	TERMS OF PAYMENT NET 30 DAYS	SHIPPER NO 53[illegible]067
SAUGET	IL	CAR NO/TRUCK/CARRIER MONX008607	CUSTOMER SERVICE REPRESENTATIVE W MADDOX

ITEM	DESCRIPTION PRICE & UNIT	AMOUNT
	WHICH CAN BE CONTROLLED SO THAT ENTRY INTO THE ENVIRONMENT DOES NOT OCCUR AND TO APPLICATIONS IN WHICH IT CANNOT COME INTO CONTACT WITH FOOD ANIMAL FEEDSTUFFS OR PHARMACEUTICALS.	

PAGE 2 18,901.0

MONS 097514

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER [illegible] TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. SEND SUCH CONTRACT TO US. WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS [illegible] TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL [illegible]

TERMS AND CONDITIONS

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.

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4 **SHIPMENTS**. The quantity specified 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, non-performance, 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.

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MONS 097515