Monsanto

MONSANTO INDUSTRIAL CHEMICALS CO.
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SPECIAL UNDERTAKING BY
PURCHASERS OF POLYCHLORINATED BIPHENYLS

April 14, 1972

Monsanto Company ("Monsanto") manufactures certain polychlorinated biphenyl products ("PCB's") which are distributed in Canada by Monsanto Canada Limited ("Monsanto Canada"). H. K. Porter Company, Inc. ("Buyer") desires to purchase certain PCB's for its use in the United States and to provide for the purchase by its subsidiary, H. K. Porter Company (Canada) Ltd. ("Subsidiary"), for use in Canada from Monsanto Canada. While Buyer and Subsidiary desire to purchase PCB's because of certain desirable flame resistant and insulator properties, Buyer and Subsidiary acknowledge that each is aware and has been advised by Monsanto and/or Monsanto Canada that PCB's tend to persist in the environment; that care is required in their handling, possession, use and disposition; that tolerance limits have been or are being established in the United States for PCB's in various food products.

Monsanto has therefore adopted certain restrictive policies with respect to its further production, sale and delivery of PCB's, including the receipt of undertakings from its customers as set forth below, and Buyer and Subsidiary are willing to agree to such undertakings with respect to sales and/or deliveries of PCB's by Monsanto to Buyer, or by Monsanto Canada to Subsidiary, and Buyer, in addition, is willing to make such undertakings jointly and severally to both Monsanto and Monsanto Canada with respect to sales of Monsanto Canada or Monsanto to Subsidiary.



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Accordingly, Buyer hereby covenants and agrees that, with respect to any and all PCB's sold or delivered by or on behalf of Monsanto to Buyer or Subsidiary, or by Monsanto Canada to Subsidiary, on or after the date hereof and in consideration of any such sale or delivery, Buyer shall defend, indemnify and hold harmless Monsanto and Monsanto Canada, as well as their respective present, past and future directors, officers, employes and agents, from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses arising out of or in connection with the receipt, purchase, possession, handling, use, sale or disposition of such PCB's by, through or under Buyer or Subsidiary, whether alone or in combination with other substances, including, without implied limitation, any contamination of or adverse effect on humans, marine and wildlife, food, animal feed or the environment by reason of such PCB's.

In addition, Subsidiary hereby covenants and agrees that, with respect to any and all PCB's sold or delivered by or on behalf of Monsanto or Monsanto Canada to Subsidiary on or after the date hereof and in consideration of any such sale or delivery, Subsidiary shall defend, indemnify and hold harmless Monsanto and Monsanto Canada, as well as their respective present, past and future directors, officers, employes and agents, from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses arising out of or in connection with the receipt, purchase, possession, handling, use, sale or disposition of such PCB's by, through or under Subsidiary, whether alone or in combination with other substances, including, without implied limitation, any contamination of or adverse effect on humans, marine and wildlife, food, animal feed or the environment by reason of such PCB's.

The indemnities hereby undertaken shall not apply to PCB's purchased by Buyer or Subsidiary until the PCB's have been loaded on a carrier or Buyer's or Subsidiary's receiving vehicle at Monsanto's or Monsanto Canada's shipping points.

All existing contracts for the sale of PCB's by Monsanto to Buyer or Subsidiary, or by Monsanto Canada to Subsidiary, are amended as of the date set forth above to contain the provisions set forth above.

Nothing herein shall create or imply any duty or obligation of Monsanto to sell or deliver any PCB's to Buyer or Subsidiary, or of Monsanto Canada to Subsidiary or Buyer. No conditions, understandings or agreements purporting to modify or vary the terms hereof shall be binding unless hereafter made in writing specifically referring to this agreement and signed by the party to be bound and no modification or variance of the above undertaking shall be effected by the acknowledgment or acceptance of any sale document, purchase order, shipping instruction or other forms containing terms or conditions at variance herewith.

H. K. PORTER COMPANY, INC. (Buyer)

By_____

Title_____

MONSANTO COMPANY

By_____

Title_____

H. K. PORTER COMPANY (CANADA) LTD. (Subsidiary)

By_____

Title_____

MONSANTO CANADA LIMITED

By_____

Title_____