UNITED STATES GYPSUM COMPANY

ADDRESS DOCUMENTS PER INSTRUCTIONS AT BOTTOM OF FORM

PURCHASE ORDER

SHIP VIA	DATE OF ORDER	ORDER NO.
Most Economical	4/29/71	847W5061
F.O.B. POINT	**TERMS**	
Los Angeles, Calif.	Net 30	

TO
Monsanto Company
6670 East Flotilla
Los Angeles, Calif. 90022

SHIP TO: UNITED STATES GYPSUM COMPANY
4500 Ardine Street
South Gate, Calif. 90280

MARK FOR: 2-52020-19

Please enter our order for the following, subject to conditions and instructions named below and on the reverse side hereof. IMPORTANT - This order is not valid until the attached acknowledgment has been signed and returned. This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the Seller are rejected unless expressly assented to in writing.

QUANTITY	DESCRIPTION	PRICE
2	55 Gallon Drums #1 Therminal FR1 Heat Transfer Oil 600# per drum.	$.40 lb.
	Drums included nonreturnable.	
	Same as previous satisfactory shipments.	
	Confirming order placed by our South Gate Plant to Ethyl on 4/27/71. Do not duplicate.	
	Subject to 4% State of Calif. Tax & 1% L.A. County Tax.	

CONFIRMATION

MATERIAL TO BE SHIPPED 4/28/71

REFER CORRESPONDENCE AND PHONE INQUIRIES TO: C. Bryson

UNITED STATES GYPSUM COMPANY
R. G. RUNKEL, DIRECTOR OF PURCHASES

BY Alton Y. Shock
Purchasing Agent - Western Region

ORDER INSTRUCTIONS—INVOICE IN TRIPLICATE

1. PLACE OUR COMPLETE ORDER NUMBER ON EACH INVOICE, BILL OF LADING AND PACKAGE.
2. SIGN AND RETURN ACKNOWLEDGMENT COPY OF THIS ORDER TO US AT: (No other form of acceptance is binding on buyer.)
3. SEND NOTICE OF SHIPMENT, ON EACH SHIPMENT TO US AT: (Send duplicate copy to destination shown above.)
4. SEND INVOICE IN TRIPLICATE WITH ORIGINAL BILL OF LADING TO US AT: (Send duplicate bill of lading to destination shown above.)
5. **DO NOT SEND COPY OF INVOICE TO DESTINATION.**

U.S.G. 261-C COMB. REV. 4-69 PRINTED IN U.S.A.

INVOICES ONLY - SHIP GOODS TO ADDRESS ABOVE

- ☐ 101 S. WACKER DR. CHICAGO, ILL. 60606
- ☐ P. O. BOX 525 GALENA PARK, TEXAS 77547
- ☒ P.O. BOX ~~XXX~~ 2204 SANTA FE SPRINGS, CALIF. 90670
- ☐ 561 RICHMOND TERR. STATEN ISLAND, N. Y. 10301

DSW 415601

STLCOPCB4102226

TERMS AND CONDITIONS

1. Buyer shall not be bound by this order until Seller executes and returns to Buyer the acknowledgment copy of this order. Seller shall be bound by this order and its terms and conditions when it executes and returns the acknowledgment or when it delivers to Buyer any of the items ordered, or renders for Buyer any of the services ordered herein. No contract shall exist except as hereinabove provided.

2. No agreement or understanding to modify this contract shall be binding upon the Buyer unless in writing and signed by Buyer's authorized agent. All specifications, drawings, and data submitted to Seller with this order are hereby incorporated herein and made a part hereof.

3. *Time is of the essence in this contract, and if delivery* of items or rendering of services is not completed by the time promised, the Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered. Any provisions herein for delivery of articles or the rendering of services by installments shall not be construed as making the obligations of Seller severable. Shipments sent C.O.D. without Buyer's written consent will not be accepted and will be at Seller's risk.

4. Seller warrants that the goods supplied under this order will be free from defects in design, materials and workmanship, will conform to accepted samples or to Buyer's specifications as the case may be, or to both if there are both, and if ordered for a stated purpose will be fit for such purpose.

5. Goods consisting of machinery, equipment and accessories or parts thereof, will comply with applicable Federal, State or local governmental laws, regulations or order as to design, construction and performance at Buyer's place of use and Seller will notify Buyer if goods ordered do not so comply; furthermore, it is agreed that the purchase price includes and Seller agrees to furnish all accessories, parts, and appliances required by any such law, regulation or order for use or operation at Buyer's place of use.

6. Title to the materials shall pass to Buyer upon delivery thereof to the carrier. Delivery of material to carrier shall constitute delivery thereof to Buyer, and thereafter such material shall be at Buyer's risk. Buyer may reject goods or require Seller, at Seller's cost to correct defects in goods which do not conform to the Terms and Conditions of this order, or which are shipped contrary to instructions, or not on prescribed shipping dates, or not in containers suitable for the commodity carried. Goods so rejected may be returned or held by Buyer at Seller's risk and expense and in either event cost of transportation, shipping, unpacking, examining, re-packing, re-shipping, and like expense shall be charged to Seller. Buyer's right to reject or to require correction of defects of goods purchased hereunder is at Buyer's option and is non-exclusive and in addition to other rights and remedies provided by law.

7. No charge will be made to Buyer for drayage or packing unless specified. Transportation agency (railroad, motor truck, Railway Express, etc.) and route used must result in lowest rate possible consistent with service required except when otherwise specified by Buyer, and penalties or increased charges due to failure so to do will be charged to Seller. Shipping instructions are part of this contract. Full credit will be allowed Buyer for damage to goods while in Carrier's possession where Seller's packing or loading is at fault.

8. Seller will indemnify and save harmless Buyer and its vendees from and against all costs, expenses and damages arising out of any infringement or claim of infringement of any patent or patents by reason of the use or sale (in the same form as purchased) of articles or equipment furnished hereunder and against all claims for damages to persons or property resulting from defects in design, material or workmanship. Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property, however caused.

9. Seller will give Buyer the benefit of any price declines to actual time of shipment, or if Buyer permits shipment to be made before specified shipping date, Buyer shall have the benefit of any price declines to specified shipping date. If Seller accepts this order as a commission merchant, he shall obtain for Buyer's benefit from the manufacturer similar reductions or refunds with reference to manufacturer's prices in effect on actual or specified shipping date, as the case may be.

10. If the discount or trade terms on Seller's invoice or other shipping papers do not agree with the discount or trade terms on this order, it is agreed that Buyer may make payment in accordance with the discount and trade terms prescribed on this order.

11. Buyer may waive performance of any condition and treat it as a warranty but waiver by Buyer of a condition in any shipment shall not be considered a waiver of that condition for subsequent shipment.

12. Acceptance of this order constitutes a warranty that all goods furnished were produced in compliance with all applicable requirements of the Secs. 6, 7, and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Sec. 14 thereof. Seller agrees that all invoices will carry a stamped or printed statement conforming to the language of this warranty.

13. Buyer may, at any time, terminate this order in whole or in part by written or telegraphic notice, or verbal notice confirmed in writing. If, however, termination is occasioned by Seller's breach of any condition hereof, including breach of warranty, or by Seller's delay, except delay due to considerations beyond the Seller's control and without Seller's fault or negligence, Seller shall not be entitled to any claim of costs or to any profit, and Buyer shall have against Seller all remedies provided by law and equity.

DSW 415602

STLCOPCB4102227