ORIGINAL PURCHASE ORDER Y-66-165

Monsanto
COMPANY
PURCHASING DEPARTMENT
1700 South Second Street, St. Louis, Missouri 63177

PURCHASE ORDER

DATE	LOC.	NUMBER
10/12/66	FD	AR-10408
REQUISITION NUMBER		L-50510

PLEASE SHOW THIS ORDER NUMBER AND REQUISITION NUMBER ON EACH INVOICE, PACKAGE, BILL OF LADING, AND SHIPPING NOTICE.

– BILLING INSTRUCTIONS –
FORWARD TO ADDRESS AT TOP OF THIS FORM

1. ACKNOWLEDGMENT OF ORDER GIVING SHIPPING DATE
2. BILL OF LADING IN TRIPLICATE
3. INVOICE IN TRIPLICATE PRICING EACH ITEM SEPARATELY
4. MAIL INVOICES C/O ACCOUNTING DEPT.

– SHIPPING INSTRUCTIONS –

1. DELIVER BETWEEN 8 A.M. AND 3 P.M. MONDAY THROUGH FRIDAY
2. SHIP CHEAPEST ROUTING UNLESS OTHERWISE SPECIFIED
3. ON LOCAL DELIVERIES SURRENDER DELIVERY TICKET

F.O.B. & FREIGHT	ROUTE	TERMS

VENDOR
YOUNGER LABS,
123 CLIFF CAVE RD.,
MEHVILLE, MISSOURI

SHIP TO
MONSANTO COMPANY
RESEARCH RECEIVING DEPT
1700 So. 2nd ST. (REAR)
ST. LOUIS, MO. 63177

P.C.	MC OR ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE
		8	only	Purchase Order to cover cost of Samples for Toxicity Tests	

-- Monsanto --

	Project Number	Sample Number
PYDRAUL AC	158	183
PYDRAUL F-9	159	184
PYDRAUL 135	160	185
PYDRAUL 280	161	186
PYDRAUL 625	162	187
MCS 153	163	188
MCS 404	164	189
Samples shipped to Younger 10/11/66		
MCS 528	165	190

Received 10/13/66 - Younger Labs.

DELIVERY REQUIRED AS SOON AS POSSIBLE

MISSOURI SALES/USE TAX EXEMPTION CERTIFICATE NO. 115-2789	SALES TAX	USE TAX	EXEMPT

MONSANTO COMPANY

Monsanto

PLEASE ENTER OUR ORDER AS SPECIFIED ABOVE SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE.

By D. J. Maes

DSW 586407

(amt - $125 ea.)
11/10/66 mh

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VENDOR'S COPY

STLCOPCB4091741

CONDITIONS, TERMS AND INSTRUCTIONS

1. QUALITY - When Manufacturing Specifications are referred to on the face of this order, such Specifications shall be deemed to be an integral part hereof as if fully set out herein. All deliveries furnished on this purchase must be of the quality specified, or in event no quality is specified, must be of the best and will be subject to the inspection and approval of the Purchaser. If materials are rejected the Purchaser shall by writing so notify the Seller, and the Purchaser, at its option and at the expense and risk of the Seller, may either return such rejected materials to the Seller or hold them for such disposal as the Seller shall indicate.

2. CHANGES - Purchaser reserves right to change specifications and delivery dates. Any difference in contract price resulting from such changes shall be equitably adjusted and the contract shall be modified in writing accordingly.

3. WARRANTY - Seller agrees by acceptance of this order to issue warranty to Purchaser that the goods covered by this order have been produced, and the services in connection with same have been performed, in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller expressly warrants that all articles, material and work covered by this order will conform to the drawings, and specifications, samples or other description furnished by the Purchaser, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. This warranty shall run to the Purchaser, its successors, assigns, customers, and the user of its product.

4. INSURANCE - If the work and services covered by this order or any part thereof are performed by Seller on Purchaser's property, Seller agrees to indemnify Purchaser against any loss, damage or expense arising out of injuries to Seller's employes or agents or injuries to persons or damage to property caused by Seller's employes or agents, and to carry public liability and workmen's compensation insurance in amounts and companies satisfactory to Purchaser. Seller shall begin no work under this Purchase Order until all of the required insurance has been obtained and certificates of insurance evidencing such coverage have been furnished to and approved by Purchaser.

5. QUANTITY - The quantity of material as indicated on the face hereof, must not be exceeded without authority in writing being first obtained from Buyer's Purchasing Department.

6. INVOICES - Prepare separate invoice in triplicate for each order, showing cash discount terms, point of shipment, transportation charges prepaid or collect.

7. DISCOUNT - Discount date, or due date, will be calculated from date invoice is received by Buyer, acceptable in accordance with these purchase order terms and instructions.

8. DELIVERIES - Failure to deliver material of the quality and within the time or times specified shall, at the option of the Purchaser, relieve it of any obligation to accept and pay for such material as well as any undelivered installments, if there be any; and upon failure to deliver as specified the Purchaser may buy elsewhere and charge the Seller with any loss incurred thereon, unless deferred shipment be arranged for in writing. Any failure by the Purchaser to exercise this option with respect to any installment shall not be deemed to constitute a waiver with respect to subsequent installments.

9. PACKING AND CARTAGE - No charge will be allowed for packing, boxing or cartage, unless agreed upon at the time of purchase, but damage to any material not packed to insure proper protection to same will be charged to Seller. Complete packing list must accompany each shipment.

10. MARKING - Each package, invoice, bill of lading and shipping notice must be marked plainly with Purchaser's order number.

11. PATENTS - Seller guarantees that Purchaser's purchase, use, or sale of the goods furnished on this order, in the form in which furnished to Purchaser, will not infringe any valid United States or foreign patent or copyright, and Seller agrees to defend any claim, action or suit that may be brought against Purchaser for patent or copyright infringement by reason of Purchaser's purchase, use, or sale of such goods, and Seller also agrees to indemnify Purchaser and hold Purchaser harmless against all judgments, decrees, damages, cost and expenses recovered against Purchaser or sustained by Purchaser on account of any such actual or alleged infringement.

12. CONTRACT - The contract resulting from the acceptance of this purchase order shall be construed and interpreted in accordance with the laws of the State of Missouri and all questions of performance hereunder shall be determined in accordance with such laws.

13. DRAFTS - Drafts for purchases made will not be honored unless otherwise agreed.

14. ORAL AGREEMENTS - No oral agreement or other understanding shall in any way modify this purchase order or the terms or the conditions hereof. Written modifications to be effective must refer to this purchase order number. If this purchase order is not accepted exactly as written, return at once with explanation.

15. ACCEPTANCE - Acceptance of this order implies the acceptance of the above terms and conditions.

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