

**ENGELHARD**ENGELHARD INDUSTRIES DIVISION  
ENGELHARD MINERALS & CHEMICALS CORPORATIONCHEMCATALYSTS  
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MURRAY HILL, NEW JERSEY 07974  
TELEX: 13-8128 PHONE: 201-464-7000**QUOTATION**SALES OFFICES IN U. S. A.  
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LOS ANGELES, CALIFORNIA 90040P.O. BOX 5799  
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LATHRUP VILLAGE  
DETROIT, MICHIGAN 480762878 WALNUT HILL LANE  
WALNUT PLAZA WEST  
DALLAS, TEXAS 75229

TO

Ms. Laura Gilpin  
409 Camino del Monte Sol  
Sante Fe, New Mexico 87501

DATE 12/15/75

YOUR REF.

Gentlemen: In response to your inquiry, we are pleased to quote as follows:

ITEM NO.	QUANTITY	DESCRIPTION AND SPECIFICATIONS	PRICE
	1/2	troy ounce = 15.5 grams	
		Potassium Platinum II tetrachloride (Material is packaged in 5 gram vials)	@ \$ 17.52/gram
		We cannot supply Ferric Oxalate, but you may be able to obtain it from Mallinckrodt Chemical Works or Charles Pfizer and Co., Inc., Chemical Division.	

TERMS: Net 15 days  
F.O.B. Newark, New JerseyShipment after receipt of order:  
Delivery 2 - 3 weeksAll orders are subject to Engelhard's standard Terms and Conditions which are reproduced on the reverse side hereof.  
A charge of 1% will be assessed for each month or fraction thereof this account is overdue.

We appreciate this opportunity of quoting and hope we shall be favored with your order.

WHITE COPY ORIGINAL  
CANARY FILE  
PINK PRICING  
GOLDENROD DISTRICT SALES OFFICEVery truly yours,  
CHEMCATALYSTS

By

Mrs. Peggy M. Burwell



## TERMS AND CONDITIONS

### 1. REPRESENTATION & WARRANTIES

a) Seller warrants that the goods delivered hereunder shall be free from defects in workmanship or material and that such goods and any services performed hereunder shall conform to the specifications set forth herein.

Seller's liability for breach of warranty shall be limited to, at its option, (1) in the case of goods delivered hereunder that are proven to be defective or proven to be at variance with applicable specifications, either (1) repairing or replacing such goods, or (2) refunding the sales price received by Seller for such goods, (2) in the case of any services performed hereunder that are proven to be at variance with applicable specifications, either (1) taking such corrective action as is necessary, or (2) refunding such service charges received by Seller for such services, provided, however, that (1) written notice of such defect or nonconformance is given to Seller within thirty (30) days of delivery to Buyer of such defective goods or nonconforming goods or services, and (2) where the defective or nonconforming goods are replaced by Seller or where Seller refunds the sales price received from Buyer for such goods, Buyer shall return the defective or nonconforming goods to Seller.

b) Seller warrants that Seller complies with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of the regulations and orders of the United States Department of Labor issued under Section 14 thereof.

c) Seller warrants to Buyer that goods sold by Seller to Buyer hereunder, other than goods manufactured by Seller for Buyer in accordance with Buyer's technology, will not infringe the claims of any U.S. Patent covering the product itself, and agrees to indemnify Buyer against liability of any such infringement, provided, however, that Buyer shall notify Seller within ten (10) days after receipt by it of any notice of commencement of any suit based upon such alleged infringement, and provided further, that Seller shall control and remain in control of any and all proceedings taken in defending such suit, including, without limitation, utilization solely of counsel of Seller's own selection to defend such suit. Seller does not warrant against infringement by reason of the use of such goods by Buyer in combination with other materials or in the operation of any process.

d) Recommendations by Seller, if any, covering the use, utilization, properties or qualities of goods delivered hereunder or with respect to services performed hereunder are believed reliable, but Seller makes no warranty whatever with respect thereto. Use or application of goods sold by Seller to Buyer hereunder is at the discretion of the Buyer without any liability or obligation on the part of Seller except as expressly warranted by Seller in writing.

e) THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING, BUT NOT BY WAY OF LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.

### 2. PRICES - SERVICE CHARGES

a) Seller reserves the right (i) to revise any price and any service charge quoted, without notice to Buyer, at any time prior to acceptance by Buyer, and (ii) to revise any previous metal prices quoted, without notice to Buyer, at any time in accordance with metal market prices ruling on the day metal is shipped or credited to Buyer's account by Seller, unless other pricing arrangements are indicated on the face of this form.

b) Seller's prices and service charges do not include sales, use, excise or other taxes or duties, assessments, levies or other governmental charges, and accordingly, in addition to the price and service charge specified herein, the amount of any sales, use, excise or other taxes or of any duties, assessments, levies or other governmental charges, applicable to the transactions herein shall be paid by Buyer, or in lieu thereof, Buyer shall provide Seller with appropriate evidence of exemption from the proper governmental authority.

### 3. FORCE MAJEURE

a) Any delays in or any failure of performance by Seller shall not constitute default or give rise to any claims for damages if and to the extent caused by acts of God, acts of the Buyer, acts, rules or regulations of governmental authority (civil or military, executive, legislative, judicial or otherwise), strikes or other concerted acts of workmen, lockout, labor difficulties, fires, floods, storm, accident, epidemics, war, riots, rebellion, sabotage, insurance, difficulties or delays in public transportation or in public or postal delivery services, car shortage, fuel shortage, inability to obtain from Seller's usual sources of supply, inability to obtain suitable or sufficient energy, labor, machinery, facilities, supplies or materials, as and when required, or by any other circumstances beyond Seller's reasonable control, whether of a similar or dissimilar nature.

b) Upon the occurrence of any of the circumstances set forth in 3 (a) above, Seller shall have no obligation whatsoever to make any allocation of its available production, deliveries, services, raw materials or other resources but may, at its option, elect to allocate its available production, deliveries, services, raw materials or other resources among any or all purchasers, as well as departments, divisions, subsidiaries and affiliates of the Seller, upon such basis as Seller, in its sole discretion, may determine, without liability whatsoever for any failure of performance which may result therefrom. In any event, Seller may determine not to allocate any of its available production, deliveries, services, raw materials or other resources to Buyer, without liability whatsoever for any failure of performance which may result therefrom.

### 4. LIMITATION OF DAMAGES

a) In no event shall Seller be liable for incidental, consequential or special damages incurred by Buyer arising out of or relating to the transactions herein.

b) In no event shall the aggregate liabilities of Seller to Buyer arising out of or relating to the transactions herein exceed the aggregate purchase price to be paid by Buyer to Seller hereunder.

### 5. QUANTITIES

a) Over-runs or under-runs not exceeding ten percent (10%) of the quantity of goods ordered hereunder shall be accepted by Buyer unless otherwise stated herein.

b) Unless otherwise specified herein, all quantities of goods ordered hereunder shall be shipped together in one shipment.

### 6. SHIPMENTS

a) Shipment dates are based upon Seller's best judgment, are subject to factory schedules and production limitations, and hence are not guaranteed.

b) Goods will be shipped as indicated herein. When goods are shipped f.o.b. Seller's plant Buyer is responsible for notifying the carrier as to any damages to or loss in transit of such goods.

c) Claims for shortages, etc. shall not be accepted by Seller unless they are made by Buyer in writing within forty-eight hours after delivery of the goods and are accompanied by a reference to Seller's shipping slip number.

### 7. PERFORMANCE BY BUYER

a) In addition to any other legal remedy, if Buyer fails to fulfill the terms of payment, Seller may defer further performance of services hereunder and/or further delivery of goods hereunder or may, at its option, cancel further performance of services hereunder and/or further delivery of goods hereunder.

b) Seller reserves the right prior to performing any services hereunder and/or making any shipments of goods hereunder to request from Buyer satisfactory security for performance of Buyer's obligations hereunder.

### 8. SPECIFICATION CHANGES

Specification changes are subject to acceptance by Seller, to price revisions and to any adjustments necessary to cover material procured and processed and labor expended prior to receipt by Seller of revised specifications.

### 9. PRECIOUS METALS

Some shipments of precious metals cannot be made via truck or rail. In such cases and unless otherwise instructed by Buyer, precious metals ordered by Buyer will be shipped via Express or Parcel Post.

### 10. GENERAL

a) The terms and conditions set forth herein contain the sole and entire agreement between Seller and Buyer and supersede all prior discussions, proposals, quotations, negotiations, representations and agreements and shall not be modified or amended except by an instrument in writing signed by or on behalf of both Buyer and Seller.

b) This Agreement shall be governed by and construed according to the laws of the State of New Jersey.

PEGGY M. BURWELL

INSIDE SALES REPRESENTATIVE

CHEMCATALYSTS DEPARTMENT

**ENGELHARD**

**ENGELHARD INDUSTRIES DIVISION**

ENGELHARD MINERALS & CHEMICALS CORPORATION

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