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AS YOU SOW  
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FILED

MAR 28 1995

H. J. HANSON  
MARIN COUNTY CLERK  
*J. Steele* Dep.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE CITY AND COUNTY OF MARIN  
10

11 AS YOU SOW, a non-profit  
corporation,  
12  
13 Plaintiff,  
14  
15 v.  
16 CCL CUSTOM MANUFACTURING,  
INC., and DOES 1 through 1000,  
17 Defendants.  
18  
19  
20  
21  
22  
23  
24  
25  
26

No. 162035

STIPULATION FOR ENTRY OF  
JUDGMENT AND JUDGMENT ON  
STIPULATION

ENTERED

1 IT IS HEREBY STIPULATED, by and between plaintiff As  
2 You Sow and defendant CCL CUSTOM MANUFACTURING, INC., through  
3 their respective representatives, that judgment in the above-  
4 entitled action be entered in accordance with the terms of the  
5 settlement action between the parties, which is attached hereto  
6 as Exhibit A.

7 DATED: March 21, 1995.

CHANLER & ASSOCIATES

8  
9 By: 

Andrew L. Packard  
Attorneys for Plaintiff AS YOU  
SOW

10  
11 DATED: March 17, 1995.

McCUTCHEN, DOYLE, BROWN & ENERSEN

12  
13 By: 

Carol A. McDermott, Esq.  
Attorneys for Defendant CCL  
CUSTOM MANUFACTURING, INC.

14  
15  
16  
17 IT IS HEREBY ORDERED that judgment be entered in  
18 accordance with the terms of the stipulation between the parties.

19  
20 DATED: March 27, 1995.

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22 

EXHIBIT A

## SETTLEMENT AGREEMENT

On March \_\_, 1995 in San Francisco, California, As You Sow ("AYS") and CCL Custom Manufacturing, Inc. ("CCLCMI"), a Texas corporation d/b/a North American Professional Products agreed to the following terms and conditions:

### **WHEREAS:**

AYS is a not-for-profit public interest foundation dedicated to promoting consumer awareness, protecting the environment and improving human health; and

CCLCMI is a company that currently manufactures a variety of coatings and adhesive products including, but not limited to, paints, primers, mold releases, cleaners, inks, lubricants and other special-purpose products which contain toluene, methylene chloride, and trichloroethylene; and

On January 1, 1991, toluene was officially listed by the State of California as a chemical known to cause birth defects or other reproductive harm, pursuant to Health & Safety Code §25249.8; and

On April 1, 1988, methylene chloride was officially listed by the State of California as a chemical known to cause cancer, pursuant to Health & Safety Code §25249.8; and

On April 1, 1991, trichloroethylene was officially listed by the State of California as a chemical known to cause cancer, pursuant to Health & Safety Code §25249.8; and

A list of the products containing toluene, methylene chloride, and trichloroethylene and which are covered by this Agreement is provided in Exhibit A (the "Products"). The Products have been manufactured by CCLCMI for distribution in California, and sold in California stores since February 20, 1992; and

On August 26, 1994, AYS served CCLCMI with a document entitled "60-Day Notice" which provided CCLCMI with notice that it was in violation of Health & Safety Code §25249.6 for failing to warn purchasers that certain products it sells in California expose users to toluene and other chemicals known to the State of California to cause cancer, and birth defects and other reproductive harm; and

On November 2, 1994, AYS served CCLCMI with a summons and complaint in the case of As You Sow v. CCL Industries, Inc., et al., (Case No. 162035) which is currently pending in the Marin County Superior Court. CCLCMI has answered AYS' complaint, generally denying the allegations therein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Beginning August 15, 1995 CCLCMI agrees that it will not knowingly ship (or caused to be shipped) any products containing toluene for sale in the state of California unless such products bear the following warning statement on the products' label:

**"WARNING: This product contains chemical(s)  
known to the State of California to  
cause birth defects or other  
reproductive harm."**

This warning statement shall be prominent and displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual. The parties agree that the above warning language complies with Proposition 65.

2. Beginning immediately, CCLCMI agrees that it will not knowingly ship (or caused to be shipped) any products containing methylene chloride and/or trichloroethylene for sale in the state of California unless such products bear the following warning statement on the products' label:

**"WARNING: This product contains chemical(s)  
known to the State of California to  
cause cancer."**

This warning statement shall be prominent and displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual. The parties agree that the above warning language complies with Proposition 65.

3. In an effort to ensure that consumers receive Proposition 65 warnings for Products that have already been shipped for sale in California, CCLCMI agrees that within twenty-five (25) days from the date this agreement is executed, it shall provide to its California Distributors the letter attached hereto, as Exhibit B ("Distributor Letter").

4. CCLCMI agrees to provide to each of its California Distributors, with the Distributor Letter referenced in Paragraph 3, above, 500 (five hundred) Warning Stickers. 250 of these Warning Stickers shall bear the warning language contained in Paragraph 1, above, and 250 of these Warning Stickers shall bear the warning language contained in Paragraph 2, above. All of the Warning Stickers shall be printed in black ink on a white background, and be at least 2 1/4" inches by 1/4 inches in size.

5. Beginning immediately, CCLCMI will initiate revisions to its current Material Safety Data Sheets ("MSDS") for each of the Products to include, verbatim, the warning(s) required under ¶ 1 (for those Products containing the chemical toluene), or ¶ 2 (for those Products containing the chemicals methylene chloride and/or trichloroethylene) of this Agreement. Final printed MSDSs incorporating the revised warnings will begin to be distributed in the normal course of business, but in any event no later than October 1, 1995. An exemplar of such an MSDS is attached hereto, as Exhibit C.

6. As a restitutionary measure, CCLCMI agrees to contribute, \$14,000 to Video Project, a distributor of educational videos focusing on environmental issues, to California schools and civic organizations. This payment is being made pursuant to Business & Professions Code §17203.

7. CCLCMI agrees to pay a civil penalty of \$8,000 pursuant to Health & Safety Code §25249.7(b). Such penalty monies shall be apportioned by AYS in accordance with Health & Safety Code §25192, with \$6,000 of this amount being transferred by AYS to the California Attorney General's Office.

8. In an effort to defray AYS' investigation fees and costs, expert fees and costs, reasonable attorneys' fees, and any other costs incurred as a result of investigating and bringing this matter to CCLCMI's attention and negotiating a settlement in the public interest, CCLCMI shall pay AYS the reasonable sum of \$22,000.

9. AYS, in consideration of the payments set forth herein, on behalf of itself and the public interest, its attorneys, employees, successors, assigns, predecessors, subrogees, principals, agents, consultants and insurers, does hereby release and forever discharge CCLCMI (and all in CCLCMI's chain of distribution, including but not limited to all distributors, wholesalers and retailers) and the successors, assigns, predecessors, stockholders, officers, directors, subrogees, subsidiaries, trustees, corporate parents, affiliates, board members, agents, attorneys, employees and consultants, of each of them of and from any and all claims, demands, actions, causes of action, duties, debts, sums of money, suits, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, obligations, liabilities and accounts of whatsoever kind, nature or description, direct or indirect, at law or in equity, in contract or tort or otherwise arising from or relating to any facts or legal theories involving toluene, methylene chloride, and/or trichloroethylene in the Products and Proposition 65, it being the specific intent and purpose of the parties hereto that this settlement agreement and release shall extend to any and all persons, corporations, associations, or other entities and to any and all of the matters aforesaid,

whether now known or unknown, which exist or might be claimed to exist at, prior to, or after the date hereof relating to exposure to toluene, methylene chloride, and/or trichloroethylene in the Products, and AYS on behalf of itself and the public interest, its attorneys, employees, successors, assigns, predecessors, subrogees, principals, agents, consultants and insurers, and each of them, expressly waive, release and relinquish any and all claims or rights to assert that any such matter, cause or thing of any kind or nature whatsoever has been, through oversight or error or intentionally or unintentionally, omitted with respect to exposure to toluene, methylene chloride, and/or trichloroethylene in the Products.

10. CCLCMI, in consideration of the commitments set forth herein, on behalf of its own behalf, its attorneys, employees, successors, assigns, predecessors, subrogees, principals, agents, consultants and insurers, does hereby release and forever discharge AYS, its successors, assigns, predecessors, stockholders, officers, directors, subrogees, subsidiaries, trustees, corporate parents, affiliates, board members, agents, attorneys, employees and consultants, of and from any and all claims, demands, actions, causes of action, duties, debts, sums of money, suits, reckonings, contracts, controversies, agreements, promises, damages, responsibilities, obligations, liabilities and accounts of whatsoever kind, nature or description, direct or indirect, at law or in equity, in contract or tort or otherwise arising out of or relating, directly or indirectly, to the application of Proposition 65 to toluene, methylene chloride, and/or trichloroethylene in the Products, or arising from or relating to any facts or legal theories involving the application of Proposition 65 to the exposure to toluene, methylene chloride, and/or trichloroethylene in the Products, it being the specific intent and purpose of the parties hereto that this settlement agreement and release shall extend to any and all persons, corporations, associations, or other entities and to any all of the matters aforesaid, whether now known or unknown, which exist or might be claimed to exist at, prior to, or after the date hereof, and CCLCMI, its attorneys, employees, successors, assigns, predecessors, subrogees, principals, agents, consultants and insurers, and each of them, expressly waive, release and relinquish any and all claims or rights to assert that any such matter, cause or thing of any kind or nature whatsoever has been, through oversight or error or intentionally or unintentionally, omitted with respect to the application of Proposition 65 to the exposure to toluene, methylene chloride, and/or trichloroethylene in the Products.

11. The parties shall file a stipulated judgment to be approved pursuant to CCP §664.6 by the Superior Court of the County of Marin; the contributions and payments required under paragraphs 6, 7 and 8 of this agreement shall all be due within



ten days of receipt by CCLCMI of the Stipulated Judgment signed by and entered by the Court.

12. In the event that any of the provisions of this Agreement are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

13. Each party hereby acknowledges that it is aware that it may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect to the subject matters of this Agreement, but that it is its intention fully, finally and forever to settle any and all disputes and differences, asserted or unasserted, known and unknown, suspected and unsuspected, which now exist, may exist, or have existed, with respect to the matters settled pursuant to this Agreement. In light of the foregoing and in view of the fact that each party has been advised by its counsel relating to the provisions of Section 1542 of the Civil Code of the State of California, each party specifically waives, to the extent permitted by law, the provisions and the benefits of the provisions of said Section 1542 as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

14. This is an integrated Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of AYS and CCLCMI relating to the subject matter of the Agreement, are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by AYS or CCLCMI concerning the subject matter herein. All prior and contemporaneous drafts, negotiations, representations, covenants, warranties and conversations concerning the subject matter of this Agreement other than those stated herein are merged into this Agreement and shall not be used to interpret the language and/or meaning of this Agreement.

15. In the event that a dispute arises with respect to any provision(s) of this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

16. The terms of this Agreement shall be governed by the laws of the State of California.



17. All correspondence to AYS shall be mailed to:

Andrew Packard, Esq.  
Chanler & Associates  
1700 Montgomery Street, Suite 110  
San Francisco, CA 94111

All correspondence to CCLCMI shall be mailed to:

Attn: Joseph D. Szumlas  
CCL Custom Manufacturing, Inc.  
6163 North River Road  
Suite 800  
Rosemont, IL 60018

With a copy to: Bo Sirota  
General Counsel  
CCL Industries, Inc.  
105 Gordon Baker Road  
Willowdale, Ontario M2H-3P8

18. Nothing in this Agreement shall be construed as an admission by CCLCMI of any fact, finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by CCLCMI of any fact, finding, conclusion, issue of law, or violation of law. However, this paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of CCLCMI under this Agreement.

19. The undersigned are authorized to execute this Agreement on behalf of their respective parties and have read, understood and agree to all of the terms and conditions of this Agreement.

AGREED TO:

By:

As You Sow

Dated:

AGREED TO:

By:

CCL Custom Manufacturing,  
Inc.

Dated:

EXHIBIT A

(CCLCMI to attach list of Products here)

A list of the products sold in the State of California  
February 20, 1992-October 10, 1994

Product #	Product Name
1011N	Fault Finder Cleaner - Group 1A
1013	Fault Finder Developer - Group 1A
1013N	Fault Finder Developer - Group 1A - ODC-free
1017N	Fault Finder Developer - Group 1 ODC-free
1079	Fault Finder Developer - Group 1
1201	Red Spra-Line Paint
1204	Dark Green Spra-Line Paint
1207	Yellow Spra-Line Paint
1212	Dark Blue Spra-Line Paint
1216	Orange Spra-Line Paint
1219	Gloss White Paint
1222	Gloss Black Spra-Line Paint
1225	Aluminum Spry-Line Paint
1230	Machine Tool Gray Spra-Line Paint
1240	Red Fluorescent Upside-Down Paint
1241	Blue Fluorescent Upside-Down Paint
1242	Green Fluorescent Upside-Down Paint
1243	Yellow Fluorescent Upside-Down Paint
1244	Orange Fluorescent Upside-Down Paint
1245	White Upside-Down Paint
1246	Clear Upside-Down Paint
1247	Hot Pink Upside-Down Paint
3001	1% Silicone Mold Release
3012	2% Silicone Mold release
3023	3% Silicone Mold release
3025	3% Silicone Mold Release - 5 gal.
3045	5% Silicone Mold Release
3052	Lecithin Mold Release
3060	Paintable Mold Release
3095	Mold Cleaner
3095N	Mold Cleaner ODC-free
3201	Ready Release - 1% Silicone Mold Release
3223	General Purpose Silicone Mold Release
3245	Heavy Duty Silicone Ready Release
3252	Lecithin Ready Release
3260	Paintable Ready Release
3270N	Ready Release For Epoxies
3305N	Zinc Stearate Ready Release
5062	Anti-Vandal Spray
5062N	Anti-Vandal Spray - ODC-free

Product #	Product Name
6001	Blue Toolmaker's Ink
6004	Kleer Kote
6004N	Kleer Kote - ODC-free
6035N	Food Safe Lubricant - ODC-free
6078	TFE Lubricant
6078N	Teflon Lubricant - ODC-free
6080N	Dry Moly Lubricant - ODC-free
6084	Red Insulating Varnish
6086	Red Insulating Enamel
6090N	Prussian Blue Spot Indicator - ODC-free
6092	Red Insulating Varnish - 1 gal.
6099	TF Degreaser
7001	Toolmaker's Ink Remover
7001	Toolmaker's Ink Remover
7001N	Toolmaker's Ink Remover - ODC-free
7004	Toolmaker's Ink Remover - 1 gal.
7007	Cold Galvanizing Compound
7043N	Moly Oil/Open Chain Lube - ODC-free
7045N	Heavy Duty Open Gear and Wire Rope Lube
7080	Black Stencil Ink
7081	Red Stencil Ink
7082	Yellow Stencil Ink
7083	White Stencil Ink
7090	Tan Box Saver
7103	New Cat Yellow M&T Paint
7104	Alpine Green M&T Paint
7109	Tractor Green M&T Paint
7159	Light Green M&T Paint
7160	OSHA Red M&T Paint
7161	Dark Green M&T Paint
7162	OSHA Yellow M&T Paint
7163	Dark Blue M&T Paint
7164	OSHA Orange M&T Paint
7165	Light Blue M&T Paint
7166	Brown M&T Paint
7172	White Gloss M&T Paint
7173	Black Gloss M&T Paint
7175	Aluminum M&T Paint
7176	Silver M&T Paint
7177	Gold M&T Paint

Product #	Product Name
7179	Flat White M&T Paint
7180	Royal Blue M&T Paint
7186	Dark Gray M&T Paint
7190	Machine Tool Gray M&T Paint
7191	Flat Black M&T Paint
7195	Dove Gray M&T Paint
7199	Purple M&T Paint
7201	Red Fluorescent Paint
7203	Yellow-Orange Fluorescent Paint
7206	Red-Orange Fluorescent Paint
7209	Dura-Prime Green
7212	Red Oxide Dura-Prime
7219	Gray Primer
7707	Galva-Brite
8031	Welder's Anti-Spatter Liquid
8031N	Welder's Anti-Spatter Liquid - ODC-free
8060N	Safety Solvent - ODC-free
8070N	Electrical 88 - ODC-free
8078	Dry Graphite Lube
8078N	Dry Graphite Lube - ODC-free
8079N	Drive Belt Dressing - ODC-free
8091N	Heavy Duty Industrial Adhesive
9040N	Anti-Static Spray - ODC-free
9101	Tap Tool bulk

EXHIBIT B

[North American Professional Products Letterhead]

IMPORTANT LEGAL NOTICE

Date:  
Attention: North American Professional Products' Distributors  
Subject: California Proposition 65 Warnings for Products  
Containing Toluene; Methylene Chloride and  
Trichloroethylene

\*\*\*\*\*

This letter is to advise you that the North American Professional Products ("NAPP") products listed in Attachment A to this letter contain TOLUENE, a chemical known to the State of California to cause birth defects or other reproductive harm, or METHYLENE CHLORIDE or TRICHLOROETHYLENE, chemicals which are known to the State of California to cause cancer. Pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), the purchasers of the products listed on Attachment A must be given clear and reasonable warning of the reproductive toxicity and carcinogenicity of these chemicals.

NAPP has begun to label these products with detailed warnings. Some of these products, however, may have entered the chain of distribution prior to NAPP's label change. In order to provide the required warnings for any such products, you must take certain actions to ensure that purchasers of these products receive Proposition 65 warnings.

You must attach one of the enclosed Warning Stickers to any of the products listed on Attachment A not bearing a Proposition 65 warning which states that the product contains a chemical known to the State of California to cause birth defects or other reproductive harm (for those products that contain toluene) or a Proposition 65 warning which states that the product contains a chemical known to the State of California to cause cancer (for those products that contain methylene chloride or trichloroethylene).

Failure to attach these Warning Stickers to a product lacking the above warning may result in a violation of Proposition 65 and may subject you to legal action by various environmental groups or the California Attorney General, wherein monetary penalties of up to \$2,500 per violation could be sought.

Should you have any questions or concerns about this matter, please do not hesitate to contact [to follow] at 1-800-XXX-XXXX by phone, or by mail at the above address. In addition, we will be glad to supply additional warning stickers if requested.



# **Exhibit C**

**AEROSOL CONTAINER:** Do NOT store in direct sunlight, near open flames, or at temperatures exceeding 120°F. Do NOT smoke while spraying. Use only as directed. Intentional misuse by deliberately concentrating vapors and labeling contents can be harmful or fatal.

**WAREHOUSE STORAGE:** NFPA CODE SUB CLASSIFICATION: LEVEL 3

### IX. SPILL LEAK AND DISPOSAL PRACTICES

#### STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Ventilate area. Remove all sources of ignition.  
Clean up with inert materials and dispose of in accordance with all Local, State and Federal regulations.

#### WASTE DISPOSAL METHOD

**AEROSOL CONTAINER:** Do NOT puncture or burn. Empty containers may be disposed of through normal channels. Full or partially filled containers are considered HAZARDOUS WASTE.

### X. TRANSPORTATION

#### DOT HAZARD CLASSIFICATION

ORM-D

#### PLACARD REQUIRED

None

#### LABEL REQUIRED

ORM-D

NAME (print) PETER M. JANKOWSKI

SIGNATURE

TITLE TECHNICAL SERVICES SUPERVISOR

DATE OF LAST REVISION December 16, 1984

REVIEW DATE:

INITIALS:

**SECTION 313 SUPPLIER NOTIFICATION**  
This product contains the following toxic chemicals subject to the reporting requirements of section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 and of 40 CFR 372:

CAS #	Chemical Name	Percent by Weight
100-83-3	Toluene	6.2
87-64-1	Acetone	31.8
1330-20-7	Xylene	10.1
108-10-1	Methyl Isobutyl Ketone	3.5

This information must be included in all MSDSs that are copied and distributed for this material.

### A. HAZARDOUS INGREDIENT IS ONE WHICH MEETS ONE OR MORE OF THE FOLLOWING CRITERIA:

- It is listed in the annual registry of toxic effects of chemical substances, or is known to be toxic within the parameters of that registry, and is present at a level of 1% or greater of the composition, except that chemicals identified as carcinogens under 29 CFR 1910.1200 (d) (4) shall be listed if the concentrations are 0.1% or greater.
- It has an OSHA established Permissible Exposure Limit or Ceiling Concentration (C) or an American Conference of Governmental Industrial Hygienists (ACGIH) TLV or C, and by the nature of the product or its known use, is likely to become airborne.
- It contributes to one or more of the following hazards to the product: A - Flashpoint below 200°F; (CO) or subject to spontaneous heating or decomposition; B - Causes skin burns (DOT); C - Strong oxidizing agent (DOT); D - Subject to hazardous polymerization.

Each hazardous ingredient should be listed by chemical, generic or proprietary name, its level in the product, should be expressed as 1% or less, 1-10%, 11-30%, 31-50%, 51-70%, or greater than 70%, or by other means if such information is proprietary. Recommended ACGIH or registry of toxic effects of chemical substances TLV or C values are only listed with appropriate precision where OSHA values are not available.

# CRUW

North America Permissible Product  
1500 National Road, Westwood, Mass 02090-7010  
Telephone 1-800-765-7653

EMERGENCY NUMBER 1-800-353-3924

IDENTIFICATION

CHEMICAL NAME

FOUNDRATION NUMBER

TRADE NAME & PRODUCT NUMBER

DOT IDENTIFICATION NUMBER

SYNONYMS

UN-1950

### II. PRODUCT AND COMPONENT DATA

COMPONENT CHEMICAL NAME	REGISTRY NO.	CAS #	%	ACIDITY	TOX	STBL	OSHA PEL (ppm)	OSHA PEL (mg/m <sup>3</sup> )	OSHA PEL (mg/m <sup>3</sup> )
Acetone	67-64-1	31-50	750	Not Listed	1000				No
Propylene	74-98-6	1-10	Not Listed	Not Established					No
Isobutane	75-28-5	1-10	Not Listed	Not Established					No
Xylene	1330-20-7	1-10	100	150	100				No
Toluene	108-10-1	1-10	100	150	200				No
Propylene Glycol Methyl Ether Acetate	108-45-6	1-10	Not Established						No
Toluene	14807-96-4	1-10	2mg/m <sup>3</sup>						No
Methyl Isobutyl Ketone	108-10-1	1-10	50		100				No
Diethyl Ether	115-10-6	1-10	Not Established						No

\*A chemical known to the state of California to cause birth defects and reproductive toxicity. (Proposition 65)

### III. PHYSICAL DATA

APPEARANCE AND ODOR	SPECIFIC GRAVITY
Black / Ketone Odor	< 1
BOILING POINT	VAPOUR DENSITY IN AIR
NA	> 1
VAPOUR PRESSURE	% VOLATILE BY VOLUME
Acetone Concentration @ 70°F 35.65 psi	> 80%
EVAPORATION RATE	SOLUBILITY IN WATER
(Ethyl = 1) < 1	Not

### IV. REACTIVITY DATA

STABILITY

CONDITIONS TO AVOID

Stable

Open flames, sparks, electrical arcs

INCOMPATIBILITY (materials to avoid)

Conditions to avoid

Avoid alkaline materials and mineral acids.

Conditions to avoid

HAZARDOUS DECOMPOSITION PRODUCTS

Conditions to avoid

HAZARDOUS POLYMERIZATION

Conditions to avoid

FLASH POINT (Method used)	FLAMMABLE LIMITS IN AIR	LEL	UEL
Aerial Cooler -10°F	T.C.C.	1	18
<b>EXTINGUISHING AGENTS</b>			
Carbon dioxide, dry chemical foam.			
<b>UNUSUAL FIRE AND EXPLOSION HAZARDS</b>			
Treat as cylinders of compressed gas. Firefighters should use a self-contained positive pressure breathing apparatus.			
<b>VI TOXICITY AND FIRST AID</b>			
<b>EXPOSURE LIMITS:</b>			
See Section II for exposure limits for each individual component.			
<b>MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE</b>			
May increase myocardial irritability. Avoid Epinephrine or similar drugs if at all possible.			
<b>ACUTE TOXICITY:</b>			
<b>INHALATION:</b>			
High vapour concentrations may result in dizziness, headaches, or unconsciousness.			
<b>INGESTION:</b>			
Not likely.			
<b>EYE CONTACT:</b>			
May cause irritation. Possible corneal injury.			
<b>SKIN CONTACT:</b>			
Prolonged contact will cause defatting of the skin leading to irritation and dermatitis.			
<b>SKIN ABSORPTION:</b>			
Not likely to be absorbed in toxic amounts.			
<b>FIRST AID</b>			
CALL A PHYSICIAN OR A POISON CONTROL CENTRE.			
<b>EYES:</b>			
Flush with water for 15 minutes or until irritation subsides.			
<b>SKIN:</b>			
Remove all contaminated clothing. Wash skin with soap and water.			
<b>INHALATION:</b>			
Remove from exposure immediately. If breathing is stopped or irregular, begin artificial respiration and administer oxygen.			
<b>INGESTION:</b>			
Do NOT induce vomiting. Drink plenty of water.			

<b>CARCINOGENICITY:</b>	None Known.
<b>REPRODUCTIVITY:</b>	Prolonged and repeated exposure of pregnant animals to toluene (levels greater than approximately 1500 ppm) has been reported to cause adverse fetal developmental effects.
<b>TERATOGENICITY:</b>	Not Established.
<b>MUTAGENICITY:</b>	Not Established.
<b>TARGET ORGAN AFFECTED:</b>	Respiratory tract irritation. Can cause central nervous system depression in high concentrations. May cause lung, kidney and liver damage.
<b>VII PERSONAL PROTECTION AND CONTROLS:</b>	
<b>RESPIRATORY PROTECTION</b>	
Respiratory protection program should be in accordance with 29 CFR 1910.134.	
<b>VENTILATION</b>	
Local exhaust is adequate.	
<b>SKIN PROTECTION</b>	
Gloves: Polyethylene or Neoprene.	
<b>EYE PROTECTION</b>	
Safety glasses are recommended.	
<b>HYGIENE</b>	
Wash skin with soap and water.	
<b>OTHER CONTROL MEASURES</b>	
Protective clothing and equipment: See 29 CFR 1910.133 & 132.	

#### NOTICE FROM NORTH AMERICAN PROFESSIONAL PRODUCTS

The information on this material safety data sheet is provided by NORTH AMERICAN PROFESSIONAL PRODUCTS free of charge. While believed to be reliable, it is intended for use by skilled persons at their own risk. NORTH AMERICAN PROFESSIONAL PRODUCTS assumes no responsibility for events resulting or damages incurred from its use. The information on this material safety data sheet relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process.

**AEROSOL CONTAINER:** Do NOT store in direct sunlight, near open flames, or at temperatures exceeding 120°F. Do NOT smoke while spraying. Use only as directed. Intentional misuse by deliberately concentrating vapor and inhaling contents can be harmful or fatal.

### IX SPILL LEAK AND DISPOSAL PRACTICES

#### STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Ventilate area. Remove all sources of ignition. Clean up with inert materials and dispose of in accordance with all Local, State and Federal regulations.

#### WASTE DISPOSAL METHOD

AEROSOL CONTAINER: Do NOT puncture or incinerate. Empty containers may be disposed of through normal channels. Full or partially filled containers are considered HAZARDOUS WASTE.

#### X TRANSPORTATION

#### DOT HAZARD CLASSIFICATION

ORM-D

#### PLACARD REQUIRED

None

#### LABEL REQUIRED

ORM-D

NAME (Print)

Joseph D. Stumlas

SIGNATURE

*Joseph D. Stumlas*

TITLE

Operations Manager

DATE OF LAST REVISION

February 16, 1995

This information must be included in all MSDS that are copied and distributed for this material.

#### SECTION 313 SUPPLIER NOTIFICATION

This product contains the following toxic chemicals subject to the reporting requirements of section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 and of 40 CFR 372:

CAS #	Chemical Name	Precursor by Weight
75-01-6	Trichloroethylene	46.3
75-09-2	Methylene Chloride	48.3

#### A HAZARDOUS INGREDIENT IS ONE WHICH MEETS ONE OR MORE OF THE FOLLOWING CRITERIA:

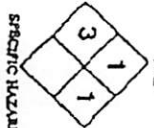
- It is listed in the annual registry of toxic effects of chemical substances, or is known to be toxic within the parameters of that registry, and is present at a level of 1% or greater of the composition, except that chemicals identified as carcinogens under 29 CFR 1910.1200 (b) (4) shall be listed if the concentrations are 0.1% or greater.
- It has an OSHA established Permissible Exposure Limit or Ceiling Concentration (C) or an American Conference of Governmental Industrial Hygienists' (ACGIH) TLV or, C, and by the nature of the product or its known use, is likely to become airborne.
- It contributes to one or more of the following hazards to the product: A - Flashpoint below 200° F. (CO), or subject to spontaneous heating or decomposition; B - Causes skin burns (DOT); C - Strong oxidizing agent (DOT); D - Subject to hazardous polymerization.

Each hazardous ingredient should be listed by chemical, generic or proprietary name, its level in the product should be expressed as 1%, or less, 1-10%, 11-30%, 31-50%, 51-70%, or greater than 70%, or by other means if such information is proprietary. Recommended ACGIH or registry of toxic effects of chemical substances TLV or C values are only listed with appropriate notation, where OSHA values are not available.

**CRÖW**

With America's Industrial Products  
1500 Alameda Road, Woodstock, New York 12424  
Telephone 1-800-785-7635

**HAZARD RATING**  
4 - Extreme  
3 - High  
2 - Moderate  
1 - Slight  
0 - Insignificant



**REACTIVITY**  
3

EMERGENCY NUMBER 1-800-35-1994 1 IDENTIFICATION

CHEMICAL NAME

MADE

FORMULATION NUMBER

010-1-27

TRADE NAME & PRODUCT NUMBER

Welding Air-Spacer

DOT IDENTIFICATION NUMBER

UN-1950

SYNONYMS

NA

#### II PRODUCT AND COMPONENT DATA

COMPONENT OR CHEMICAL NAME	CAS#	REACTIVITY NO.	% (Wt. %)	ACGIH-TLV	OSHA PEL	OSHA MPEL	OSHA MPEL	OSHA MPEL	OSHA MPEL
Carbon Dioxide	124-38-9	1-10	1-10	5000	10000	5000	5000	5000	5000
Trichloroethylene	79-01-6	31-50	50	50	50	50	50	50	50
Methylene Chloride	75-09-2	31-50	50	50	50	50	50	50	50

\* NTP listed as "may reasonably be anticipated to be a carcinogen."

\* IARC: Inadequate evidence for carcinogenicity to humans. Classified as a 2B animal carcinogen.

\* ACGIH listed as a A2 - suspected human carcinogen. (See Chronic Toxicity - Section VI, page 3).

\* A Chemical Known to the State of California to cause Cancer.

\* A Chemical Known to the State of California to cause Cancer.

#### III PHYSICAL DATA

APPEARANCE AND ODOR	SPECIFIC GRAVITY
White/Colorless	>1
BODILY POINT	VAPOR DENSITY IN AIR
104 - 109°F (concentrated)	<1
VAPOR PRESSURE	% VOLATILE BY VOLUME
Aerosol Container @ 70°F	94%
EVAPORATION RATE	SOLUBILITY IN WATER
(Ether = 1)	Slightly Soluble.

#### IV REACTIVITY DATA

#### STABILITY

#### CONDITIONS TO AVOID

Stable. Open flames, sparks, electrical sparks, etc.

INCOMPATIBILITY (materials to avoid): Prolonged contact with reactive metals, f.e. aluminum, magnesium, zinc etc.) Prolonged contact with the metals should be avoided. Contact could cause hydrochloric acid gas formation.

#### HAZARDOUS DECOMPOSITION PRODUCTS

Thermal decomposition may yield small amounts of hydrogen acids, phosgene, carbon monoxide and other toxic chemicals.

#### HAZARDOUS POLYMERIZATION

Will not occur.

FLASH POINT (Method used)	FLAMMABLE LIMITS IN AIR	LEL	UEL
None	T.C.C.	8.0	44.8
EXTINGUISHING AGENTS			
Water fog, but not flammable.			
UNUSUAL FIRE AND EXPLOSION HAZARDS			
There is a cylinder of compressed gas.			
Firefighter should use a self-contained positive pressure breathing apparatus.			
VI TOXICITY AND FIRST AID			
EXPOSURE LIMITS:			
See Section II for exposure limits of each individual component.			
MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE			
May cause myocardial infarction. Avoid Epinephrine or similar drugs if at all possible.			
ACUTE TOXICITY:			
INHALATION:			
Overexposure can lead to central nervous system depression producing such effects as headache, dizziness, nausea and loss of consciousness.			
INGESTION:			
May cause chemical pneumonia if aspirated into lungs.			
EYE CONTACT:			
Can be an eye irritant.			
SKIN CONTACT:			
Short contact - no irritation. Prolonged or repeated contact - minor to mild irritation.			
SKIN ABSORPTION:			
Not likely.			
FIRST AID			
CALL A PHYSICIAN OR A POISON CONTROL CENTRE.			
EYES:			
Flush with water for 15 minutes or until irritation subsides.			
SKIN:			
Remove all contaminated clothing and wash skin with soap and water.			
INHALATION:			
Remove from exposure immediately. If breathing is irregular or stopped, begin artificial respiration and administer oxygen.			
INGESTION:			
Drink large amounts of water. Do NOT induce vomiting.			

#### CHRONIC TOXICITY

#### CARCINOGENICITY:

\*The International Agency for Research on Cancer (IARC) has classified Methylene Chloride as a 2B animal carcinogen. IARC has concluded that there is inadequate evidence for the carcinogenicity to humans; however, there is sufficient evidence for the carcinogenicity of Methylene Chloride to experimental animals. The National Toxicology Program (NTP) has identified Methylene Chloride as an animal carcinogen and therefore categorizes the compound as "may reasonably be anticipated to be a carcinogen." The American Conference of Governmental Industrial Hygienists (ACGIH) lists Methylene Chloride as an A2-Suspected Human Carcinogen.

Epidemiology studies of 751 humans chronically exposed to Methylene Chloride in the workplace of which 253 were exposed for a minimum of 20 years did not demonstrate any increase in death caused by cancer or cardiac problems. A second study of 1,217 workers confirmed these results.

\*\*A positive carcinogenic response had occurred only in mice given large doses of trichloroethylene. Data suggests a non-mutagenic mechanism for tumor formation implying that some toxic doses of trichloroethylene should pose little or no carcinogenic hazard for humans.

Trichloroethylene was not classified as carcinogenic by ACGIH, IARC, or OSHA, and not listed as a carcinogen by NTP. (1991) ACGIH classifies trichloroethylene as A3 - Not suspected as a human carcinogen.

#### TERATOGENICITY:

Not Established.

#### MUTAGENICITY:

Not Established.

**ADDITIONAL INFORMATION:** In general, this product should not be used where it may become a ground water contaminant, where inadequate ventilation is likely, or where vapor concentrations may become flammable. Mixtures of potentially reactive chemicals with this product should not be made without thorough testing: examples of reactive materials are: amines, highly reactive metals (aluminum, zinc, brass, sodium, lithium, beryllium, etc.)

**TARGET ORGAN AFFECTED:** Prolonged exposure above the OSHA permissible exposure limits may result in lung, kidney and liver damage.

#### VII PERSONAL PROTECTION AND CONTROLS:

#### RESPIRATORY PROTECTION

Respiratory protection program should be in accordance with 29 CFR 1910.134.

#### VENTILATION

Local exhaust is adequate.

#### SKIN PROTECTION

Gloves: Polyethylene or Neoprene.

#### EYE PROTECTION

Safety glasses are recommended.

#### HYGIENE

Wash skin with soap and water.

#### OTHER CONTROL MEASURES

Protective clothing and equipment: See 29 CFR 1910.133 & 132.

#### NOTICE FROM NORTH AMERICAN PROFESSIONAL PRODUCTS

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