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FILED

MAY 24 1995

H. Keswick
MARIN COUNTY CLERK
BY: E. Keswick, Deputy

Clifford A. Chanler, State Bar No. 135534
Mark Todres, State Bar No. 168389
CHANLER & ASSOCIATES
1700 Montgomery Street, Suite 110
San Francisco, CA 94111
(415) 391-1122
Fax: (415) 391-1157

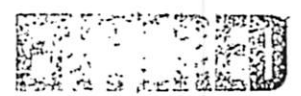
Attorneys for Plaintiff
AS YOU SOW

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MARIN

AS YOU SOW, a non-profit)
organization,)
)
Plaintiff,)
)
vs.)
)
E/M CORPORATION, and DOES 1)
through 1000,)
)
Defendants.)
_____)

NO. 162692


STIPULATION FOR ENTRY OF
JUDGMENT AND JUDGMENT ON
STIPULATION



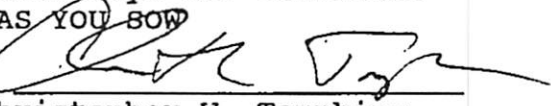
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IT IS HEREBY STIPULATED, by and between plaintiff As You Sow and defendant E/M Corporation, through their respective representatives, that judgment in the above-entitled action be entered in accordance with the terms of the Settlement Agreement between the parties, which is attached hereto as Exhibit A.

Dated: May 16, 1995

by: 
Mark Todres
Attorneys for Plaintiff
AS YOU SOW

Dated: May 12, 1995

by: 
Christopher W. Tompkins
Attorney for Plaintiff
E/M CORPORATION

IT IS HEREBY ORDERED, the Court having reviewed the terms of the Settlement Agreement between the parties and the factual recitations contained therein, and finding that the settlement between the parties is appropriate in light of those factual stipulations, that judgment be entered in accordance with the terms of the stipulation between the parties.

Dated: May 22, 1995


Judge of the Superior Court

SETTLEMENT AGREEMENT

On ^{May} April 6, 1995 in San Francisco, California, As You Sow ("AYS") and E/M Corporation ("E/M") 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

E/M is a company with its principal place of business in Indiana that has been manufacturing and distributing lubricants, paints, primers, and other special-purpose products containing chemicals listed pursuant to Proposition 65 as carcinogens and reproductive toxins; and

Beginning August 25, 1994, AYS served E/M with documents entitled "60-day Notice" which provided E/M with notice that it was allegedly in violation of Health & Safety Code § 25249.6 for failing to warn purchasers that certain products it distributes for sale and/or use in California expose users to Proposition 65-listed chemicals; and

On January 6, 1995, AYS filed a complaint entitled As You Sow v. E/M, et al. (No. 162692) in the Marin Superior Court, naming E/M as a defendant and alleging violations of Business & Professions Code § 17200 and Health & Safety Code § 25249.6 on behalf of individuals in California who allegedly are exposed to chemicals listed pursuant to Proposition 65 contained in certain E/M products; and

E/M has for several years conducted programs to reformulate its products, where feasible, to remove chemicals which may pose unreasonable health risks, including chemicals listed pursuant to Proposition 65; and

A list of the products containing Proposition 65-listed chemicals which are covered by this Agreement is provided in Exhibit A (the "Products"). Some or all of the Products have been distributed by E/M for sale and/or use in California since February 28, 1988.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Product Labeling.** Beginning upon the effective date of this Agreement, E/M shall initiate revisions to its current labels for the Products. E/M shall use its best efforts to ensure that all Products are relabeled as quickly as possible. However, all Products shall be relabeled no later than one year after the effective

date of this Agreement. The new labels for each Product sold in California shall contain one of the following statements:

- 1.1 For Products containing a chemical listed by the State of California as known to cause birth defects or other reproductive harm:

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

- 1.2 For Products containing a chemical listed by the State of California as known to cause cancer:

"WARNING: This product contains a chemical known to the State of California to cause cancer."

- 1.3 For Products containing any combination of chemicals listed by the State of California as known to cause cancer and known to cause birth defects or other reproductive harm:

"WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm."

- 1.4 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 sample label attached hereto as Exhibit B satisfies this requirement.

2. **Current Production.** In an effort to ensure that individuals receive Proposition 65 warnings during the period while E/M produces labels in accordance with ¶ 1, E/M agrees that within 40 days after the effective date of this Agreement, it shall affix warning stickers to any and all Products it manufactures, distributes, or sells and which E/M knows, or has reason to know, will enter the State of California. The stickers shall be prominent and displayed with such conspicuousness, as compared with other words, statements, or designs as to render them likely to be read and understood by an ordinary individual. The stickers shall display one of the following statements:

- 2.1 For products containing a chemical listed by the State of California as known to cause birth defects or other reproductive harm:

"WARNING: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm."
 - 2.2 For products containing a chemical listed by the State of California as known to cause cancer:

"WARNING: This product contains a chemical known to the State of California to cause cancer."
 - 2.3 For products containing any combination of chemicals listed by the State of California as known to cause cancer and known to cause birth defects or other reproductive harm:

"WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm."
 - 2.4 Exemplars of satisfactory warning stickers are attached hereto as Exhibit C.
 - 2.5 In the interim, E/M shall continue to affix the warning stickers that it is currently utilizing to any and all Products it manufactures, distributes, or sells and which E/M knows, or has reason to know, will enter the State of California.
3. **Interim Warning Materials.** In a further effort to ensure that individuals receive Proposition 65 warnings during the period while E/M produces labels in accordance with § 1, E/M agrees that, within 90 days after the effective date of this Agreement, it shall provide interim warning materials to its customers that E/M knows or has reason to believe sell, use or distribute the Products in California. The interim warning materials shall include sufficient warning stickers, a warning placard to be placed in the workplace where the Products are used, a Notice letter providing instructions for the placement of the stickers and placard, and a Notice and Acknowledgement postcard. The Notice letter is attached hereto as Exhibit D. The Notice and Acknowledgement postcard is attached hereto as Exhibit E. E/M shall use its best efforts to contact any customer that has not returned

the Notice and Acknowledgement postcard within 15 days and assure itself that the customer did receive the interim warning materials, and shall provide said materials to any customer who did not previously receive them.

4. **MSDS Revisions.** Beginning within thirty days after the effective date of this Agreement, E/M will initiate revisions to its current MSDSs for the Products so that the warning or warnings will be consistent in wording with the on-label warning language required by ¶ 1. 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 10 months after the effective date of this Agreement. An example of an acceptable MSDS is attached as Exhibit F.
5. **Settlement Amount.**
 - 5.1. **Restitution and Investigation Costs.** E/M agrees to pay \$15,000 to AYS for costs and restitution within 10 days after the effective date of this Agreement. The restitutionary component of this payment, which is made pursuant to Business & Professions Code § 17203, shall be distributed to the AYS Proposition 65 Enforcement Fund and the BAN Nuclear Waste Coalition. The cost component of this payment will be used by AYS to help defray its investigation fees and costs, expert fees, reasonable attorneys' fees, and any other costs incurred as a result of investigating and negotiating a settlement in the public interest.
 - 5.2. **Penalties.** E/M shall pay a civil penalty of \$2,500 pursuant to Health and Safety Code § 25249.7(b) within 10 days after the effective date of this Agreement. Penalty monies shall be apportioned by AYS in accordance with Health & Safety Code § 25192.
6. **Reformulation.** E/M agrees to continue to use its best efforts to reformulate the Products as feasible in order to remove chemicals which may pose unreasonable health risks and chemicals listed pursuant to Proposition 65.
7. **AYS Release.** AYS, by this Agreement, waives all rights to institute action against E/M, its customers, distributors or retailers which sell or use the Products, whether under Proposition 65, Business & Profession Code §§ 17200 et seq., or any other statute or common law claim based on E/M's failure to warn consumers about exposure to Proposition 65 chemicals from any of the Products.

8. **E/M Release.** E/M, by this Agreement, waives all rights to institute any form of legal action against AYS, its members, officers, directors, attorneys and representatives (the "AYS Releasees") based on any statute or provision of common law and for all actions or statements made by the AYS Releasees in the course of seeking enforcement of Proposition 65 against E/M.
9. **Stipulated Judgment.** The parties shall file a stipulated judgment in a form mutually acceptable to the parties to be approved pursuant to CCP § 664.6 by the Marin Superior Court in accordance with the terms of this Agreement. This Agreement shall become effective upon entry of the stipulated judgment by the Court.
10. **Unenforceability.** 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.
11. **Attorneys' Fees.** 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.
12. **Governing Law.** The terms of this Agreement shall be governed by the laws of the State of California.
13. **Correspondence.**

All correspondence to AYS shall be mailed to:

Mark Todres, Esq.
Chanler & Associates
1700 Montgomery Street, Suite 110
San Francisco, CA 94111

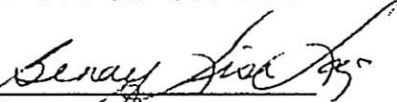
All correspondence to E/M shall be mailed to:

President, E/M Corporation
2801 Kent Avenue
West Lafayette, IN 47906

14. **No Admission.** Nothing in this Agreement shall be construed as an admission by E/M 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 E/M of any fact, finding, conclusion, issue of law, or violation of law. However, this paragraph shall not diminish or otherwise affect the obligation, responsibilities, and duties of E/M under this Agreement.

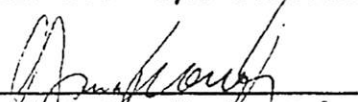
15. **Authority to Execute.** The undersigned are authorized to execute this Agreement on behalf of their respective parties and have read, understood and agree to all of the terms and conditions of this Agreement.

AGREED TO: AS YOU SOW


By: Benay Lisa Lazo,
Treasurer

Dated: 4/24/95

AGREED TO: E/M CORPORATION


By: Gregory M. Keough,
Vice President, Engineering
and Regulatory Affairs

Dated: 5/6/95

Prod Code #	Product Name	Raw Material	RMC #	Year	Comment
10-002	Everlube 620A	Toluene	53	1991	
10-003	Everlube 620B	Antimony	9	1990	
10-004	Everlube 620C	Antimony	9	1990	
		Toluene	53	1991	
10-006	Everlube 626	Toluene	53	1991	
10-008	Ecoalube 642	Lead	5	1987	
		Antimony	9	1990	
		Toluene	79	1991	
		Toluene	64	1991	
		Toluene	72	1991	
10-016	Everslik 1201 Red	Toluene	64	1991	
		Toluene	79	1991	
10-017	Everslik 1201 Black	Toluene	79	1991	
		Toluene	64	1991	
10-020	AC Primer	Toluene	53	1991	
10-031	Everslik 1201 Gray	Toluene	79	1991	
		Toluene	64	1991	
10-089	642-66 Solvent	Toluene	220	1991	
10-101	Everlube 620A RTA	Toluene	53	1991	
10-102	Everlube 620B RTA	Antimony	9	1990	
10-103	Everlube 620C RTA	Antimony	9	1990	
		Toluene	53	1991	
10-104	(MIL-L-46010B)	Antimony	9	1990	
		Toluene	53	1991	
10-107	Ecoalube 642 RTA	Lead	5	1987	
		Antimony	9	1990	
		Toluene	64	1991	
		Toluene	72	1991	
		Toluene	79	1991	
10-108	Everlube 620 CG	Antimony	9	1990	

Prod Code #	Product Name	Raw Material	RMC #	Year	Comment
10-123	Perma-Slik G Bulk Military	Lead	5	1987	
		Antimony	9	1990	
10-126	Formkote T-50-66	Toluene	220	1991	
		Toluene	104	1991	
10-132	Perma-Slik R	Antimony	9	1990	
10-135	Perma-Slik RM	Antimony	9	1990	
10-137	Perma-Slik RAC	Antimony	9	1990	
10-200	Everlube 620 B-1	Antimony	9	1990	
10-202	Everlube 626S	Toluene	53	1991	
10-206	Everlube 690	Lead	5	1987	
		Antimony	9	1990	
		Toluene	53	1991	
10-211	Everlube 967	Antimony	9	1990	
		Toluene	79	1991	
10-238	Everlube 1329M	Toluene	51	1991	
10-238	Everlube 1329M	Toluene	51	1991	
10-248	Everlox 16-B	Chrome VI	47	1987	
10-254	Everseal 100	Toluene	51	1991	
		Toluene	51	1991	
10-258	Inlox 44	Chrome VI	47	1987	
10-260	Inlox 88	Chrome VI	47	1987	
10-276	Everlube 6102-G	Toluene	53	1991	
10-281	Everlube 6150	Toluene	53	1991	
10-283	Everlube 6108	Toluene	53	1991	
10-308	Everlube 6150 RTA	Toluen	53	1991	
10-412	Evershield EC-N-501	Nickel	147	1989	
10-435	Evershield EC-G-105	Manganese	180		
10-450	X-Coat 211	Nickel	147	1989	
		Cellosolve Acetate	213	1993	
10-451	X-Coat 210-X	Nickel	147	1989	

Prod Code #	Product Name	Raw Material	RMC #	Year	Comment
10-452	X-Coat 210-2	Nickel	147	1989	
10-453	X-Coat 210	Ethyl Acrylate	146	1989	
		Nickel	147	1989	
		Cellosolve Acetate	213	1993	
10-454	X-Coat 230	Nickel	147	1989	
10-459	X-Coat 220 (Mixed)	Toluene diisocyanate	150	1989	
		Nickel	147	1989	
		Cellosolve Acetate	213	1993	
10-469	X-Coat 225	Nickel	149	1989	
		Toluene diisocyanate	150	1989	
10-471	X-Coat 210L	Nickel	147	1989	
10-565	Everlube 690-T	Lead	5	1987	
		Antimony	9	1990	
		Toluene	53	1991	
10-575	Everlube 6108 Lt. Chrome Green	Toluene	53	1991	
10-585	Everlube 6108 Brown	Toluene	53	1991	
10-602	Lubri-Bond HT	Antimony	9	1990	
		Toluene	89	1991	
		Toluene	220	1991	
10-612	Lubri-Bond 220	Lead	5	1987	
		Antimony	9	1990	
10-613	Lubri-Bond 220 Aerosol	Lead	5	1987	
		Antimony	9	1990	
10-641	Lube-Lok 66-C	1,4 dioxane and ethylene dichloride	405	1987	No MSDS Obsolete
		Cadmium Powder	424	1987	
		Chrome VI	425	1987	
10-644	Lube-Lok 1000	Lead	435	1987	
		Lead	417	1987	

Prod Code #	Product Name	Raw Material	RMC #	Year	Comment
10-646	Lube-Lok 2109	Lead	5	1987	
		Antimony	9	1990	
		Toluene	72	1991	
		Toluene	64	1991	
		Toluene	79	1991	
10-647	Lube-Lok 2006	Toluene	89	1991	
10-650	Lube-Lok 4006	1,4 dioxane and ethylene dichloride	405	1987	
10-651	Lube-Lok 4253	1,4 dioxane and ethylene dichloride	405	1987	
10-652	Lube-Lok 4396	1,4 dioxane and ethylene dichloride	405	1987	
10-653	Lube-Lok 4306	1,4 dioxane and ethylene dichloride	405	1987	
10-654	Lube-Lok 4856	1,4 dioxane and ethylene dichloride	405	1987	
		Lead	411	1987	
10-655	Lube-Lok 5306	Lead	5	1987	
		Antimony	9	1990	
		Toluene	506	1991	
		Toluene	409	1991	
10-656	Lube-Lok 5396	Toluene	409	1991	
		Toluene	406	1991	
10-659	Lube-Lok 4396-BX (Bendix)	1,4 dioxane and ethylene dichloride	405	1987	
10-676	Electromoly E-40	Toluene	506	1991	
10-677	Electromoly E-50	Lead	5	1987	
		Antimony	9	1990	
		Toluene	506	1991	
10-692	6600 Solvent	Methylene Chloride	216	1988	
10-751	Henderlube 402A	Lead	5	1987	No MSDS; No Sales
		Antimony	9	1990	

Prod Code #	Product Name	Raw Material	RMC #	Year	Comment
10-753	Henderlube 413A	Lead	5	1987	
		Antimony	9	1990	
		Toluene	64	1991	
		Toluene	104	1991	
10-770	Henco-Solve 101	Ethylene Dichloride	225	1987	No MSDS; No Sales
10-771	Insul-Cote 445	Toluene diisocyanate	359	1989	
		Cobalt Oxide	360	1992	
10-774	Henco-Glide 2109	Toluene	104	1991	
10-775	Henco Gard	Toluene	64	1991	
10-778	Henco Mask Type II	Toluene	51	1991	
		Toluene	51	1991	
10-779	Henco Phos 1526	Toluene	64	1991	
10-914	Everlube 6110 Medium blue	Toluene	79	1991	
		Toluene	64	1991	
10-950	Everlube 9000	Lead	5	1987	
		Antimony	9	1990	
11-424	Kronaplate K-549 (MIL-G-23549)	Antimony	9	1990	
11-544	Henderlube 300A	Antimony	9	1990	
28-001	Kal-Gard AD	Lead	5	1987	
		Antimony	9	1990	
		Antimony	9	1990	
		Toluene	127	1991	
28-002	Kal-Gard AD RTA	Lead	5	1987	
		Antimony	9	1990	
		Antimony	9	1990	
		Toluene	127	1991	
28-007	Kal-Gard FA 36%	Lead	5	1987	
		Antimony	9	1990	
		Antimony	9	1990	

Prod Code #	Product Name	Raw Material	RMC #	Year	Comment
28-008	Kal-Gard FA 40%	Lead	5	1987	
		Antimony	9	1990	
28-009	Kal-Gard FA RTA	Lead	5	1987	
		Antimony	9	1990	
28-021	Kal-Gard 2240C RTA	Chrome VI	425	1987	No MSDS; No Sales
		Toluene	64	1991	
		Toluene	79	1991	
		Toluene	72	1991	
28-022	Kal-Gard AD-50 Concentrate	Lead	5	1987	No MSDS; No Sales
		Antimony	9	1990	
		Antimony	9	1990	
		Toluene	127	1991	
28-027	Kal-Gard Black Gun Kote RTA	Lead	5	1987	
		Antimony	9	1990	
		Antimony	9	1990	
28-032	Kal-Gard Header Kote B-2	Chrome VI	499	1987	
		Toluene	561	1991	
28-034	Kal-Gard Black Gun Kote Concentrate	Lead	5	1987	
		Antimony	9	1990	
		Antimony	9	1990	
28-043	Kal-Gard RA Concentrate	Lead	5	1987	
		Antimony	9	1990	
		Antimony	9	1990	
		Toluene	72	1991	
		Toluene	79	1991	
		Toluene	64	1991	
28-044	Kal-Gard RA RTA	Lead	5	1987	
		Antimony	9	1990	
		Toluene	79	1991	
		Toluene	72	1991	

Prod Code #	Product Name	Raw Material	RMC #	Year	Comment
		Toluene	64	1991	
28-045	Kal-Gard KG-200 Part:P	Chrome VI	47	1987	
		Chrome VI	47	1987	
28-048	Kal-Gard Flat Black Gun Kote Thinned	Lead	5	1987	
		Antimony	9	1990	

EXHIBIT B

Mix Well
Before Using

CONTENTS:
ONE U.S. QUART
(946 ML)

READY TO APPLY. No dilution required.



LUBE-LOK[®]

Solid Film Lubricant

ECOALUBE[®]
642

BATCH:

DATE:

Seller warrants that the product conforms to required specifications and is reasonably fit for the purpose stated on the label when used in accordance with directions under normal conditions of use, but neither this warranty nor any other warranty of merchantability or fitness for a particular purpose, express or implied, extends to the use of this product contrary to label instructions, or under abnormal conditions, or under conditions not reasonably foreseeable to Seller, and Buyer assumes the risk of any such use.

**WARNING: THIS PRODUCT CONTAINS
A CHEMICAL KNOWN TO THE STATE
OF CALIFORNIA TO CAUSE CANCER
AND BIRTH DEFECTS OR OTHER
REPRODUCTIVE HARM**

April 14, 1995

[Customer Name]
[Address]

RE: California Proposition 65

Dear [Customer Contact Name]: or (Dear Valued Customer)

This letter is to advise you that we believe that some products that you have purchased from E/M Corporation in the last two years may contain insufficient WARNING notification as required under the Safe Drinking Water and Toxic Enforcement Act of 1986, otherwise known as California Proposition 65 (Prop. 65).

As you may be aware, Prop. 65 requires vendors of products containing certain listed chemicals to alert users of these products that the materials contained within are known to the State of California to be carcinogens and/or reproductive toxins. Although our standard labeling and Material Safety Data Sheet (MSDS) may address the toxicity of the product, they do not necessarily conform to the warning requirements of Prop. 65. As it is in both our interests to be sure that people receive adequate warning and notification, we are asking for your help in adjusting the warnings on the product containers. With this letter we enclose several items:

1. The attached listing represents products that we believe you have purchased from E/M Corporation that are subject to the Prop. 65 labeling requirements.
2. Please affix the enclosed warning stickers to the containers of E/M product that are in your inventory or are presently in use in your facility.
3. Please replace the old MSDS' with the enclosed, new set.
4. Please complete the enclosed, prepaid postcard and return it to us. This card is to advise us that you have received this notification.

We are also enclosing a placard that we recommend you place in the area of, or entrance to the area, where people may come in contact with these or other Prop. 65 materials. Your obligations for notifications under Prop. 65 may differ from ours, but our understanding of Prop. 65 has led us to post this type of notification in and around our own workplace.

We recognize the imposition that these requests place on your busy workday, but we ask that you affix the labels to all of the E/M product in your facility. Please let us know if we missed

some of our product that you may have, or if you need additional warning stickers. You may use the enclosed post card for that purpose.

If you find that in view of this notification that you do not wish to use the products that are in your possession, E/M Corporation will accept return of the unused portion (provided that the useful shelf life on the can has not expired) and give you a full monetary refund for the product. In order to qualify for the refund, please call the following toll-free number (Number) and ask for (Name).

If you have any questions regarding this notification, please do not hesitate to call (Name) at the above number. We will try to answer any questions that you may have. If you require additional information about all the requirements of Prop. 65, we highly recommend that you discuss these issues with your environmental consultant or attorney.

All of us at E/M thank you for your help and support.

Very truly yours,

(Name)
(Title)

EXHIBIT E

Dear (Name),

This note is to acknowledge that we have received the notification that you mailed regarding Prop. 65 and E/M products. We have taken the following actions:

All E/M product in house has been affixed with the labels provided by E/M

We need additional "stickers" to finish the job. Please send additional labels.

Company Name _____

Date _____

Contact Name _____

EXHIBIT F

MATERIAL SAFETY DATA SHEET

E/M[®] CORPORATION
 2801 KENT AVE., P. O. BOX 2400
 WEST LAFAYETTE, IN 47906 USA
 (317)497-6100 (DURING WORKING HOURS)
 (501)862-5141 (AFTER HOURS)
 CHEMTREC 1-800-424-9300

SECTION I

IDENTITY (AS USED ON LABEL): Ecoalube[®] 642 (10-008)
 CHEMICAL NAMES AND SYNONYMS: Bonded Solid Film Lubricant
 CHEMICAL FAMILY: Not applicable
 FORMULA: Complex mixture
 DATE PREPARED: April 27, 1993
 INFORMATION OR EMERGENCY PHONE NO.: 317/497-6100
 PREPARED BY: CHEMICAL COMMUNICATIONS COORDINATOR
 E/M CORPORATION, BOX 2400, WEST LAFAYETTE, IN 47906

HAZARDOUS MATERIALS IDENTIFICATION SYSTEM (HMIS)

HEALTH: 2
 FLAMMABILITY: 3
 REACTIVITY: 0
 SPECIAL NOTICE: -

WARNING
 THIS PRODUCT CONTAINS A CHEMICAL
 KNOWN TO THE STATE OF CALIFORNIA
 TO CAUSE CANCER AND BIRTH DEFECTS
 OR OTHER REPRODUCTIVE HARM.

SECTION II - HAZARDOUS COMPONENTS

CONCENTRATIONS

Molybdenum Disulfide (CAS #1317-33-5)		
ACGIH TLV:	10 mg/m ³ as Mo	
OSHA PEL:	10 mg/m ³ as Mo	Trade Secret
Inorganic Lead Compound (CAS #12141-20-7)*		
ACGIH TLV:	.15 mg/m ³ as Pb	
OSHA PEL:	.05 mg/m ³ as Pb	<10%
Inorganic Antimony Compound (CAS #1309-64-4)*		
ACGIH TLV:	.5 mg/m ³ as Sb	
OSHA PEL:	.5 mg/m ³ as Sb	<10%
Phosphoric Acid (CAS #7664-38-2)*		
ACGIH TLV:	1 mg/m ³	
OSHA PEL:	1 mg/m ³	
OSHA STEL:	3 mg/m ³	<10%
Ethanol (CAS #64-17-5)		
ACGIH TLV:	1000 ppm	
OSHA PEL:	1000 ppm	<10%

SECTION II CONTINUED ON PAGE 2

Toluene (CAS #108-88-3)*

ACGIH TLV:	100 ppm	
OSHA PEL:	100 ppm	
OSHA STEL:	560 mg/m ³	20-30%

Methyl Ethyl Ketone (CAS #78-93-3)*

ACGIH TLV:	200 ppm	
OSHA PEL:	200 ppm	
OSHA STEL:	885 mg/m ³	15-25%

Methyl Isobutyl Ketone (CAS #108-10-1)*

ACGIH TLV:	50 ppm	
OSHA PEL:	50 ppm	
OSHA STEL:	300 mg/m ³	< 10%

n-Butanol (CAS #71-36-3)*

ACGIH TLV:	50 ppm (Ceiling limits)	
OSHA PEL:	50 ppm (Ceiling limits)	<10%

*This chemical is subject to the reporting requirements of Section 313 of Title III of the superfund amendments and reauthorization ct of 1986 and 40CFR Part 372.

SECTION III - PHYSICAL/CHEMICAL CHARACTERISTICS

Boiling Point:	>200°F
Density (lb/gal):	9.6
Vapor Pressure (mm Hg.):	Not available
Melting Point:	Not available
Vapor Density (AIR=1):	Not available
Evaporation Rate:	Not available
(Butyl Acetate = 1)	
Solubility in Water:	Slight
Appearance and Odor:	Gray/black liquid, organic solvent odor
Volatile Organic Compound -	
VOC (grams/liter):	695

SECTION IV - FIRE AND EXPLOSION HAZARD DATA

Flash Point (Method Used):	24°F (T.C.C.)
Flammable Limits:	
LEL -	Not determined for product
UEL -	Not determined for product
Extinguishing Media:	CO ₂ , Foam, Dry Chemical or Halon
Special Fire Fighting Procedures:	
	Wear self-contained breathing apparatus. Do not extinguish with water.
Unusual Fire and Explosion Hazards:	
	None

SECTION V - REACTIVITY DATA

Stability: Stable
 Conditions to Avoid: Open flame
 Incompatibility (Materials to Avoid):
 Strong oxidizing agents
 Hazardous Decomposition Products:
 Irritating and/or toxic fumes including Carbon, Lead, Antimony
 Molybdenum and Sulfur Compounds may be released.
 Hazardous Polymerization: None
 Conditions to Avoid: None

SECTION VI - HEALTH HAZARD DATA

THRESHOLD LIMIT VALUE: Not determined for product, see Section II.

Route(s) of Entry:

Inhalation? Yes
 Skin? Yes
 Ingestion? Yes

TOXICITY (ACUTE AND CHRONIC):

Molybdenum compounds may be slightly irritating.

CARCINOGENICITY: NTP-NO IARC-NO OSHA-NO

Inorganic lead compounds (CAS #12141-20-7) have the potential to bio-accumulate and cause lead poisoning. Chronic overexposure to inorganic lead compounds have been found to cause target organ and reproductive effects. Refer to OSHA Standard 29 CFR-1910.1025.

CARCINOGENICITY: NTP-NO IARC-YES OSHA-NO

Antimony compounds in tests with lab animals has been reported to cause benign and malignant lung tumors upon inhalation above the TLV.

CARCINOGENICITY: NTP-NO IARC-YES OSHA-NO
 (Animal - Definite) (Human - Indefinite)

Phosphoric acid (CAS #7664-38-2) is an eye, skin and inhalation irritant. The oral (rat) LD50 for phosphoric acid is 1530 mg/kg.

CARCINOGENICITY: NTP-NO IARC-NO OSHA-NO

Ethanol (CAS #64-17-5) is a mild irritant to rabbit skin and a severe eye irritant. Ethanol is reported to cause teratogenicity, CNS depression, gastrointestinal distress from oral consumption by humans. No toxicity is reported from inhalation below the TWA.

CARCINOGENICITY: NTP-NO IARC-NO OSHA-NO

Toluene (CAS #108-88-3) is suggested to cause liver abnormalities in humans. Tests in lab animals exposed to Toluene show liver abnormalities, kidney damage, lung damage and spleen damage.

CARCINOGENICITY: NTP-NO IARC-NO OSHA-NO

Methyl ethyl ketone (CAS# 78-93-3) is an eye and skin irritant, affects the nervous system, and is a teratogen in lab animals.

CARCINOGENICITY: NTP-NO IARC-NO OSHA-NO

n-Butanol (CAS #71-36-3) solvent is an eye and skin irritant and has an oral (rat) LD50 of 790 mg/kg.

CARCINOGENICITY: NTP-NO IARC-NO OSHA-NO

Methyl Isobutyl Ketone (CAS #108-10-1) is irritating to the eyes and mucous membranes. It is narcotic in high concentrations above the TWA. The oral LD50 (rat) is 2080 mg/kg and inhalation LCLO (rat) is 4000 ppm/15 min.

CARCINOGENICITY: NTP-NO IARC-NO OSHA-NO

HEALTH HAZARDS:

Eyes - can cause irritation, redness, blurred vision.

Skin - prolonged contact can cause irritation, dermatitis.

Inhalation - can cause irritation, dizziness, nausea, fatigue, headache and unconsciousness or asphyxiation.

Ingestion - can cause gastrointestinal irritation, nausea, vomiting, and diarrhea.

EMERGENCY AND FIRST AID:

Skin - wash with soap and water.

Eyes - flush with copious amounts of water, get medical attention.

Inhalation - remove to fresh air. If breathing is impaired, get medical attention.

Ingestion - do not induce vomiting, keep warm, get medical attention.

SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE

Steps To Be Taken in Case Material is Released or Spilled:

Clean spill with absorbent material

Eliminate ignition sources

Wear gloves, goggles and gas mask if TWA's are exceeded.

Waste Disposal Method:

Dispose of waste in a chemical landfill as approved by current local, state and federal laws and regulations.

Precautions to be Taken in Handling and Storing:

Protect from physical damage. Store in a cool, dry, ventilated area away from acids, alkalis and open flames.

Other Precautions:

None

SECTION VIII - CONTROL MEASURES**Respiratory Protection:**

Use NIOSH approved organic respirator if TWA/TLV limits are exceeded.

Ventilation:

Local Exhaust - Use to maintain levels below TWA limits.

Mechanical - Use non sparking equipment.

Special:

None

Other:

None

Protective Gloves:

Chemical resistant gloves

Eye Protection:

Wear safety glasses or goggles

Other Protective Equipment or Practices:

None

INFORMATION ON THIS FORM IS FURNISHED SOLELY FOR THE PURPOSE OF COMPLIANCE WITH OSHA'S HAZARD COMMUNICATION STANDARD, 29CFR 1910.1200 AND SHALL NOT BE USED FOR ANY OTHER PURPOSE.

(SIMILAR TO OSHA FORM 174)

