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Clifford A. Chanler, State Bar No. 135534  
Andrew L. Packard, State Bar No. 168690  
CHANLER LAW GROUP  
655 Redwood Highway, Suite 346  
Mill Valley, CA 94941  
Tel: (415) 391-1122  
Fax: (415) 391-1157

1996 DEC 13 P 2:59

FILED  
CLERK OF THE SUPERIOR COURT  
*Thomas W. Schick*  
DEPUTY CLERK

Attorneys for Plaintiff  
AS YOU SOW

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN MATEO


AS YOU SOW, a non-profit corporation,  
  
Plaintiff,  
  
v.  
  
INTERNATIONAL PAPER, a corporation; and DOES 1 through 2000,  
  
Defendants,

No. 397279


STIPULATION FOR ENTRY OF JUDGMENT AND JUDGMENT ON STIPULATION

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

7  
8 Dated: December 3, 1996


By:   
Andrew L. Packard, Esq.  
Attorneys for Plaintiff  
AS YOU SOW

9  
10  
11 Dated: December 3, 1996

By:   
David Kraska, Esq.  
Attorneys for Defendant  
INTERNATIONAL PAPER

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

18  
19 Dated: December 12, 1996

  
Judge of the Superior Court

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# **Exhibit A**

## SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into by and between **As You Sow**, a California non-profit corporation, ("AYS") and **International Paper Company, Inc.**, a New York corporation, together with its corporate parents, subsidiaries, affiliates, shareholders, directors, officers, attorneys, employees, agents, successors and assigns, including without limitation Anchor Lithkemko, (collectively referred to herein as "International Paper") as of November 18, 1996 (the "Effective Date").

### **WHEREAS:**

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

International Paper manufactures and distributes various products in the State of California that contain the following chemicals listed pursuant to Proposition 65: toluene, dichloromethane (also known as methylene chloride) and tetrachloroethylene;

A list of the products that contain one or more of the chemicals listed above and which are covered by this Agreement is provided in Exhibit A (the "Products");

Each of the Products has been distributed and sold by International Paper for use in California at some point during the last four years;

On November 8, 1995, AYS first served, among others, International Paper, the Attorney General, the District Attorney and any city attorney in whose jurisdiction the alleged violations occurred (the "Requisite Public Enforcement Agencies") with a document entitled "60-Day Notice" which provided International Paper and such public enforcers with notice that International Paper was allegedly in violation of Health & Safety Code §25249.6 for failing to warn purchasers that certain products it sells in California expose users to Proposition 65-listed chemicals; and

On July 16, 1996, AYS, acting as a "person in the public interest" within the meaning of Health & safety Code §25249.7(d), filed a complaint entitled As You Sow v. International Paper, et al. (No. 379279) in the San Mateo Superior Court (the "Action"), naming International Paper 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 International Paper products;

On August 8, 1996, AYS served International Paper and all of the Requisite Public Enforcement Agencies with a supplemental 60-Day Notice which provided International Paper and such public enforcers with notice that International Paper was allegedly in violation of Health & Safety Code §25249.6 for failing to warn purchasers that certain products it sells in California expose users to Proposition 65-listed chemicals; and

Neither the Attorney General nor any district attorney, nor any city attorney or prosecutor has commenced an action against the violations alleged in AYS' notice letters dated November 8, 1995 and August 8, 1996.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. Product Labeling.** International Paper shall use its best efforts to ensure that all Products are labeled in accordance with the terms set forth below as quickly as possible, and in any event, International Paper agrees that as of January 1, 1997, it shall not ship (or cause to be shipped) any of the Products into the State of California unless each such Product contains the appropriate warning statement on its label as follows:

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

**"WARNING: This product contains [Proposition 65-listed reprotoxin(s) identified here], known to the State of California to cause birth defects or other reproductive harm."**

- 1.2. For Products containing chemical(s) listed by the State of California as known to cause cancer:

**"WARNING: This product contains [Proposition 65-listed carcinogen(s) identified here], 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 International Paper shall provide either (a) the warning set forth at § 1.1 hereof and the warning set forth at § 1.2 hereof, or (b) the following statement:

**"WARNING: This product contains [Proposition 65-listed carcinogen(s) and reprotoxin(s) identified here], known to the State of California to cause cancer and birth defects or other reproductive harm."**

The 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 a warning statement in the form of that set forth on the label attached hereto as Exhibit B is deemed to be compliant with this ¶1.

**2. MSDS Revisions.** International Paper agrees to ensure that the Material Safety Data Sheet ("MSDS") pertaining to each of the Products listed on Exhibit "A" of this Agreement shall include the applicable warning language set forth in ¶1 of this Agreement. Final MSDSs incorporating the warning language in ¶1 will be distributed in the normal course of business on or before January 1, 1997. The parties agree that a warning statement in the form of that set forth on the MSDS attached hereto as Exhibit C is deemed to be compliant with this ¶2.

**3. Restitution.** International Paper agrees to pay \$27,500 to AYS within five (5) days of International Paper's receipt of notice of mutual execution of the Agreement. This payment, which is made pursuant to Business & Professions Code §17203, shall be forwarded by AYS to California non-profit groups working to reduce exposures to toxic chemicals, and to increase consumer, worker and community awareness of the health hazards posed by toxic chemicals.

**4. Penalty.** Pursuant to Health & Safety Code §25249.7(b), International Paper shall pay, within five (5) days of International Paper's receipt of notice of mutual execution of the Agreement, a civil penalty of \$14,867. Penalty monies shall be apportioned by AYS in accordance with Health & Safety Code §25192, with 75% of these funds remitted to the State of California.

**5. Reimbursement of Fees And Costs.** Within five (5) days of International Paper's receipt of notice of mutual execution of the Agreement, International Paper shall pay AYS \$38,765 as reimbursement of its reasonable attorneys' fees and

costs incurred as a result of bringing this matter to International Paper's attention, litigating and negotiating a settlement in the public interest.

## **6. Releases.**

**6.1. AYS Release.** AYS, its successors, predecessors, assignees, officers, directors, attorneys and representatives ("the AYS Releasers"), acting on behalf of itself and the California general public as specified in Health & Safety Code §25249.7(d), by this Agreement, hereby releases and forever waives all rights to institute any form of legal or equitable action against International Paper, its distributors or customers under Proposition 65, or Business & Profession Code §§17200 et seq., based on, arising out of, or relating to International Paper's alleged failure to warn about exposure to Proposition 65-listed chemicals contained in any of the Products manufactured on or prior to the Effective Date of this Agreement, including all such claims that were or could have been raised in the Action.

The AYS Releasers, on behalf of themselves only, hereby release and forever waive all rights to institute any form of legal or equitable action against International Paper, its distributors or customers, whether under Proposition 65, Business & Profession Code §§17200 et seq., or any other law (including common law claims), known and unknown, based on, arising out of, or relating to International Paper's alleged failure to warn about exposure to Proposition 65-listed chemicals contained in any of the Products manufactured on or prior to the Effective Date of this Agreement, including all such claims that were or could have been raised in the Action.

**6.2. International Paper Release.** International Paper, by this Agreement, waives all rights to institute any form of legal or equitable action against AYS, its successors, predecessors, assignees, officers, directors, attorneys and representatives (the "AYS Releasees") for all actions or statements made by the AYS Releasees in the course of seeking enforcement of Proposition 65 or Business & Profession Code §§17200 et seq. against International Paper with respect to the Products in this Action.

**7. Warranties and Representations.** The parties make the following representations and warranties:

**7.1. International Paper represents and warrants** as follows:

**7.1.1.** Each of the Products listed in Exhibit "A" contains or contained one or more substances known to the state of California to cause cancer or birth defects or other reproductive toxicity, and that International Paper is not aware of any analytical, risk assessment, or other data showing that an exposure to any or all Products listed in Exhibit "A" poses "no

significant risk" or will have "no observable effect," as each such standard is applicable and as each is defined under Health & Safety Code §25249.10(c).

**7.1.2.** In the event that International Paper obtains analytical, risk assessment, or other data that shows that an exposure to any or all Products listed in Exhibit "A" poses "no significant risk" or will have "no observable effect," as each such standard is applicable and as each is defined under Health & Safety Code § 25249.10(c), International Paper shall provide AYS with 90 days prior written notice of its intent to limit or eliminate the warning provisions under ¶1 and shall provide AYS with all such supporting data. Within thirty (30) days of receipt of International Paper's exposure data, AYS shall provide International Paper with written notice of its desire to challenge the data (in the event that AYS chooses to make such a challenge), and AYS and International Paper shall negotiate in good faith to attempt to reach a settlement. In the event that no settlement is reached within thirty (30) days of mailing by AYS of such notice of challenge, AYS and International Paper agree to submit such challenge to the Court for determination, pursuant to the Court's continuing jurisdiction of this matter under C.C.P. §664.6 and ¶8 of this Agreement. The prevailing party shall be entitled to reasonable attorneys' fees and costs associated with such a determination. If AYS does not challenge International Paper's notice or the Court determines that no warning is required for a particular Product or Products, International Paper shall no longer be required to provide the warnings described in ¶1 of this Agreement for those Products.

**7.1.3.** International Paper understands that the sales data provided to counsel for AYS by International Paper, including a letter from David Kraska dated September 27, 1996, was a material factor upon which AYS has relied to determine the amount of penalties and restitution in ¶¶4 and 5 of this agreement. The sales data provided to AYS by International Paper is true and accurate. International Paper acknowledges that, in the event that the sales data is materially inaccurate, all other parts of this Agreement notwithstanding, AYS will have the right to re-institute this enforcement action against International Paper solely with respect to any Products sales which were not disclosed to AYS as of the Effective Date, pursuant to the Court's continuing jurisdiction under C.C.P. §664.6 and ¶8 hereof.

**8. Stipulated Judgment.** The parties shall file a stipulated judgment to be approved pursuant to CCP §664.6 by the San Mateo Superior Court in accordance with the terms of this agreement.

**9. Severability.** 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.

**10. 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.

**11. Governing Law.** The terms of this Agreement shall be governed by the laws of the State of California.

**12. Change In Law.** In the event that a new or revised law, rule, regulation, or final decision of any legislative, judicial, or executive body limits or otherwise renders inapplicable the warning provisions of Proposition 65 to any of the Products listed on Attachment A to this Agreement, the warnings provisions under §§ 1 or 2 of this Agreement shall be limited or inapplicable within the parameters of that new or revised law, rule, regulation or final decision. International Paper shall provide AYS with 30 days notice of its intent to so limit the warnings provisions under §§ 1 or 2 of this Agreement, and shall provide AYS with an explanation of the basis for its contention that such new or revised law, rule, regulation, or final decision limits or otherwise renders inapplicable the warning provisions of Proposition 65 to the Products listed on Attachment A to this Agreement. Nothing in this paragraph shall effect the amounts to be paid under this Agreement.

**13. Notices.** All correspondence to AYS shall be mailed to:

Lisa Wiggins, Esq.  
As You Sow General Counsel  
2018 9th Street, #4  
Berkeley, CA 94710

All correspondence to International Paper shall be mailed to:

Joseph A. Podwika  
International Paper Company  
6400 Poplar Avenue  
Memphis, TN 38197

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

NAME

(TUE) 11.26'96 14:05 13:57/NO.3561987596 P 11/11


14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

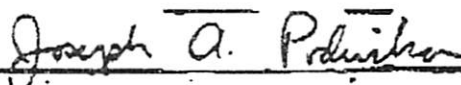
15. Authorization. The undersigned are authorized to execute this Agreement on behalf of their respective parties and have read, understood and agree to all of the terms and conditions of this Agreement.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or representative of any party other than those expressly contained herein.

AGREED TO:  
AS YOU SAW

AGREED TO:  
International Paper Company,  
Inc.





LISA S. WIGGINS  
Printed Name

Joseph A. Podwika  
Printed Name

NOVEMBER 29, 1996  
Date

November 27, 1996  
Date

**Exhibit A  
Products**

7000 Ultra Glaze  
7001 A-60 Solvent  
7009 Ronolene  
7011 Wash R-228  
7042 Film Kleen  
7048 Repelzit  
7063 Cleaner 909 D-2  
7067 Electrostatic Systems Cleaner  
7084 Solv-A-Ton RxA  
7230 Kwik Kleen  
7260 Metering Roller Cleaner  
7266 Ultra High-Speed Wash  
7304 A-200 Wash  
7429 Metering Roller Cleaner Fast  
8500 ML-1  
8540 QP Wash  
8555 Swifft!  
7266 Ultra High Speed Wash  
8550 Quick N' Slick  
8560 Deglazenator  
8565 XXX Typewash  
8802 Super Rubber Rejuvenator  
8809 Blanket Kleen X-518  
3517 Bell Typewash



INTERNATIONAL PAPER  
WASHING PRODUCTS DIVISION

# 8810

# BLANKET KLEEN X-518 NTCE

**DIRECTIONS:** Apply BLANKET KLEEN X-518 to a shop cloth and wipe down to remove wet ink. For deep cleaning, repeat process.

**PROPOSITION 65 WARNING**

**WARNING:** This product contains Methylene Chloride, known to the State of California to cause cancer.

50 Industrial Loop North  
Orange Park, Florida 32073

**ANCHOR®**  
(904)264-3500

1173 Osborne Road  
Minneapolis, Minnesota 55432

2635 Ivy Street East  
Cumming, Georgia 30013



Other Regulated Substance, Liquid, n.o.s.  
(Methylene Chloride)  
NA 3082

**CAUTION**

Remove closure carefully to relieve possible internal pressure. In case of eye contact, flush with water for 15 minutes and seek medical attention immediately. Use with adequate ventilation. Avoid prolonged or repeated breathing of vapors. Wash affected skin areas with soap and water. Harmful if swallowed. If swallowed, do NOT induce vomiting and seek medical attention immediately. Contains Naphthol Spirita (CAS #54742-48-9), 2-Butoxyethanol (CAS #111-76-2) and Methylene Chloride (CAS #75-09-2).

UOC = 4.8 lbs./gal. or 578.8 g./L. NONPHOTOCHEMICALLY REACTIVE  
**TARGET ORGAN EFFECTS:** May cause eye, skin and respiratory tract irritation. Prolonged overexposure to Methylene Chloride has caused toxic effects in the liver and kidneys of experimental animals and has caused cancer in certain laboratory animal tests. The finding of such effects may indicate a potential hazard to humans. This product contains Methylene Chloride, known to the State of California to cause cancer.

HEALTH	2
FLAMMABILITY	1
REACTIVITY	0
PERSONAL PROTECTION	B

**WARRANTY:** Neither the seller nor the manufacturer shall be liable for any loss, injury, or damage whatsoever arising from the use of this product, other than replacement or credit for the product itself in case of manufacturing defect only. Merchandise contained herein is sold without warranties expressed or implied. These conditions cannot be waived, except in writing by the company.

USE ONLY AS DIRECTED • DO NOT TAKE INTERNALLY • FOR INDUSTRIAL USE ONLY

## MATERIAL SAFETY DATA SHEET

Date Prepared: 5/20/96

Page: 1

ANCHOR LITHKEMK  
 50 Industrial Loop North  
 Orange Park, FL 32073

MEDICAL EMERGENCY PHONE NUMBER \* (904) 264-3500 \* This number is available days, nights, weekends, and holidays.

TRANSPORTATION EMERGENCY PHONE NUMBER \* (800) 424-9300 \* Chemtrec.

This MSDS complies with 29 CFR 1910.1200, Hazard Communication Standard. Federal law requires persons receiving the Material Safety Data Sheet to study it carefully, become aware of hazards, if any, of the product involved. In the interest of safety you should: (1) notify your employees, agents, and contractors of the information on this sheet; (2) furnish a copy to each of your customers for the product; and (3) request your customers to inform their employees and customers as well.

FOR INDUSTRIAL USE ONLY      USE ONLY AS DIRECTED      DO NOT TAKE INTERNALLY

## SECTION I    PRODUCT IDENTIFICATION

PRODUCT NAME:    ULTRA GLAZE  
 PRODUCT NUMBER:    7000  
 DOT PROPER SHIPPING NAME:    NOT REGULATED  
                           ULTRA GLAZE  
 DOT NUMBER:        NONE  
 DATE OF LAST MSDS SHIPMENT:    N/A  
 MSDS PREPARED BY:    L. M. ANDERSON/NICHOLS

HMS INFORMATION:    Health - 2                    Flammability - 1  
                           Reactivity - 0                Personal Protective Equipment - B

HAZARD INDEX:    4 = Severe    3 = Serious    2 = Moderate    1 = Slight    0 = Least  
 Safety Glasses & Gloves

## SECTION II    HAZARDOUS INGREDIENTS

INGREDIENT	CAS#	X BY WT.	ACGIH TLV(TWA) PPM	OSHA PEL PPM	OTHER LIMITS
LACOLENE (Aliphatic Hydrocarbon)	/64742-89-8	/ 35-45	/NOT EST/	400.00/	/350 MG/CUM TI /NIOSH
METHYLENE CHLORIDE (Syn: Dichloromethane)	/75-09-2	/ 40.03	/ 50.00/	500.00/	/IARC, NTP /CEILING-1000P /CALIF. PROP. /TO CAUSE CANC
XYLENE	/1330-20-7	/ 7.54	/ 100.00/	100.00/	

MATERIAL SAFETY DATA SHEET

ULTRA GLAZE

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SECTION II HAZARDOUS INGREDIENTS

INGREDIENT MATERIAL DESCRIPTION	CAS#	% BY WT.	ACGIH TLV(TWA) PPM	OSHA PEL PPM	OTHER LIMITS
TOLUENE	/108-88-3	/ 11.32	/ 50.00/	100.00/	/TLV - SKINPM /STEL - 150PPM /CALIF. PROP. 6 /TO CAUSE REPR /TOXICITY
SOLVENT EP (Syn.: 2-Propoxyethanol)	/2807-30-9	/ 4.93	/NOT EST/	NOT EST/	/25PPM-SKIN(MFR

\*\*\*\*\*

This product contains one or more reported carcinogens or suspected carcinogens which are noted NTP, IARC or OSHA-Z in the other limits recommended column.

\*\*\*\*\*

SECTION III PHYSICAL DATA

Boiling Range: High- 165.0 F Low- 104.0 F  
 Vapor Pressure: NOT AVAILABLE  
 Vapor Density: HEAVIER THAN AIR  
 Evaporation Rate: FASTER THAN BUTYL ACETATE  
 Weight lbs./gal.: 7.7  
 Method 24 VOC: 4.60 LBS./GAL.  
 Physical State: LIQUID  
 Appearance: WATER-WHITE  
 Odor: PUNGENT SOLVENT  
 pH: N/A  
 Water Solubility: OX  
 California SCAQMD Rule 102: NONPHOTOCHEMICALLY REACTIVE

## MATERIAL SAFETY DATA SHEET

Page 3

## ULTRA GLAZE

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## SECTION IV FIRE AND EXPLOSION HAZARD DATA

FLAMMABILITY CLASSIFICATION: None

FLASHPOINT TCC: Greater than 200 degrees F.

This product contains chlorinated solvent--does not flash but burns in the presence of air.

EXTINGUISHING MEDIA: Use water spray, foam, CO2, or dry chemical fire fighting apparatus.

UNUSUAL FIRE AND EXPLOSION HAZARDS: Keep work areas free of hot metal surfaces and other sources of ignition.

FIRE FIGHTING PROCEDURES: Fire fighters should wear self-contained breathing apparatus and full protective clothing. Use water spray to cool nearby containers and structures exposed to fire.

## SECTION V EMERGENCY AND FIRST AID PROCEDURES

EYE CONTACT: Gently flush with large quantities of water for at least 15 minutes and seek immediate medical attention.

SKIN CONTACT: Remove contaminated clothing (wash before re-use), wash affected skin areas with soap and water, and seek medical attention if irritation persists.

INHALATION: If breathing difficulties, dizziness or light-headedness occur when working in areas with high vapor concentrations, victim should seek fresh air. If breathing stops, give artificial respiration and seek immediate medical attention.

INGESTION: Do not induce vomiting; seek medical attention immediately.

## SECTION VI HEALTH INFORMATION, ACUTE AND CHRONIC

EYES: Direct contact will cause burning, tearing and redness.

SKIN EFFECTS: Prolonged or repeated skin contact can cause moderate irritation, defatting, and/or dermatitis. May be absorbed through skin.

INHALATION: Prolonged or repeated breathing of very high vapor concentrations may cause headaches, nausea and vomiting. Chronic overexposure in high concentrations may produce CNS depression.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Persons with angina or heart disease, or those who are heavy smokers.

PRIMARY ROUTES OF ENTRY: Inhalation, skin absorption.

SYSTEMIC AND OTHER EFFECTS: Methylene chloride is currently under study. Excessive exposure may cause carboxyhemoglobinemia, thereby impairing the blood's ability to transport oxygen. Observations in animals include liver and kidney effects. Methylene chloride has also been shown to increase the

## MATERIAL SAFETY DATA SHEET

Page 4

## ULTRA GLAZE

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rate of spontaneously occurring malignant tumors in one strain of laboratory mouse and benign tumors in laboratory rats. Other animal studies, as well as several human epidemiology studies, failed to show a tumorigenic response attributable to methylene chloride. Methylene chloride is not believed to pose a measurable carcinogenic risk to man when handled as recommended. Birth defects are unlikely. Exposures having no effect on the mother should have no effect on the fetus. In animal studies, it has shown not to interfere with reproduction. WARNING: this product contains methylene chloride, known to the State of California to cause cancer.

Chronic overexposure to xylene has caused anemia, liver and blood abnormalities, and kidney and eye damage in laboratory animals. Chronic overexposure to toluene has caused liver abnormalities, and kidney, lung and spleen damage in laboratory animals. WARNING: this product contains toluene, known to the State of California to cause birth defects or other reproductive harm. Chronic overexposure to Solvent EP in high concentrations has caused blood and liver abnormalities, and kidney and spleen damage in laboratory animals.

## SECTION VII REACTIVITY DATA

STABILITY: Stable.

CONDITIONS TO AVOID: Extreme heat, sparks and open flames.

MATERIALS TO AVOID: Strong oxidizing agents, strong acids or bases, amines, aluminum, and possibly sodium, potassium and magnesium.

HAZARDOUS DECOMPOSITION PRODUCTS: Thermal decomposition in the presence of air may yield carbon monoxide and/or carbon dioxide, hydrogen chloride and small amounts of chlorine and phosgene.

HAZARDOUS POLYMERIZATION: Will not occur. CONDITIONS TO AVOID: NA

## SECTION VIII SPILL OR LEAK PROCEDURES

PRECAUTIONS IN CASE OF RELEASE OR SPILL: Stay upwind and away from spill unless wearing appropriate protective equipment. Stop and/or contain discharge if it may be done safely. Keep all sources of ignition away; use non-sparking tools for cleanup. Ventilate area of spill and cover with inert material to reduce fumes. Keep out of drains, sewers, or waterways. Contact fire authorities, notify local health and pollution control agencies, and call spill response teams if large spill.

WASTE DISPOSAL METHOD: Dispose of product in accordance with applicable local, county, state, federal regulations.



MATERIAL SAFETY DATA SHEET

ULTRA GLAZE

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SECTION IX PERSONAL PROTECTION AND STORAGE PRECAUTIONS

RESPIRATORY PROTECTION: The use of respiratory protection depends on vapor concentrations above the time-weighted TLV. Use a respirator/gas mask with appropriate cartridges or canister (NIOSH approved, if available), or supplied air equipment, depending on airborne concentration.

PROTECTIVE GLOVES: The use of gloves which are impermeable to the specific material handled is advised to prevent irritation and absorption.

EYE PROTECTION: Safety glasses are recommended to safeguard against potential eye contact, irritation and injury.

OTHER PROTECTIVE EQUIPMENT: The availability of eye washes and safety showers in the work area is recommended.

HANDLING AND STORAGE PRECAUTIONS: Keep product containers cool, dry and away from sources of ignition. Use and store this product with adequate ventilation. Keep product containers closed when not in use.

OTHER PRECAUTIONS: Personnel should avoid inhalation of vapors. Personal contact with the product should be avoided. Containers, even those that have been emptied, may retain product residues and/or vapors. Observe all hazard precautions given in this data sheet. Vapors of this product are heavier than air and will collect in low places.

SECTION X Section 313 Toxic Chemicals

Following is a description of certain hydrocarbon solvents which contain components subject to the reporting requirements of SARA Title III, Section 313 - 40 CFR 372 (check SECTION II Ingredients and list below to determine if any of these apply to this product):

Aromatic 100 may contain up to 7% by weight XYLENE (CAS#1330-20-7), up to 21% by weight 1,2,4-TRIMETHYLBENZENE (CAS#95-63-6), and up to 3% by weight CUMENE (CAS#98-82-8).

Aromatic 150 may contain up to 2% by weight 1,2,4-TRIMETHYLBENZENE (CAS#95-63-6) and up to 10% by weight NAPHTHALENE (CAS#91-20-3).

Solvent D may contain up to 3.5% by weight XYLENE (CAS#1330-20-7), up to 1% by weight NAPHTHALENE (CAS#91-20-3), 15.4% to 18.9% by weight 1,2,4-TRIMETHYLBENZENE (CAS#95-63-6), and up to 2.6% by weight CUMENE (CAS#98-82-8).

This product contains the following chemicals and/or hydrocarbon solvents with components which are subject to SARA 313 requirements:

METHYLENE CHLORIDE	75-09-2	40.03
XYLENE	1330-20-7	7.54
TOLUENE	108-88-3	11.32
SOLVENT EP	2807-30-9	4.93

The opinions expressed herein are those of qualified experts

MATERIAL SAFETY DATA SHEET

ULTRA GLAZE

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 within the manufacturer and its suppliers. We believe that  
 the information contained herein is current as of the date of  
 this Material Safety Data Sheet. Since the use of this  
 information and these opinions and the conditions of use of the  
 product are not within the control of the manufacturer, it is  
 user's obligation to determine the conditions of safe use of  
 the product.  
 \*\*\*\*\*