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Clifford A. Chanler, State Bar No. 135534
Mark Todres, State Bar No. 168389
CHANLER & ASSOCIATES
1700 Montgomery Street, 3rd Floor
San Francisco, CA 94111
(415) 391-1122

Attorneys for Plaintiff
AS YOU SOW

FILED
San Francisco County Superior Court

SEP 14 1995

ALAN CARLSON, Clerk
by:
Deputy Clerk

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

AS YOU SOW, a non-profit corporation,

Plaintiff

v.

SIKA CORPORATION, and DOES 1 through 1000,

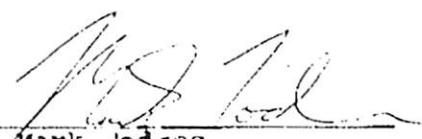
Defendants.

Case No. 969921

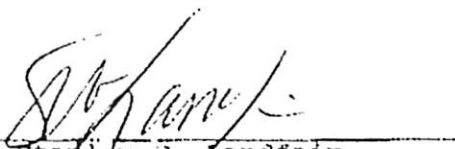
STIPULATION FOR ENTRY OF JUDGMENT AND JUDGMENT ON STIPULATION

1 IT IS HEREBY STIPULATED, by and between plaintiff AS
 2 You Sow and defendant Sika Corporation, 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
 9 Dated: August 16, 1995

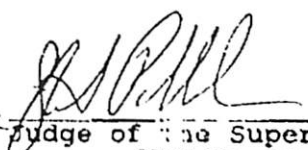
by: 
 Mark Lodres
 Attorneys for Plaintiff
 AS YOU SOW

10
 11
 12
 13 Dated: August 15, 1995

by: 
 Stanley W. Landfair
 Attorneys for Defendant
 SIKA CORPORATION

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

21
 22 Dated: August 9/8, 1995


 Judge of the Superior Court
 STUART POLAK
 PRESIDING JUDGE

23
 24
 25
 26
 27
 28 449921
 AS You Sow
 vs. Sika Corp

Exhibit A

SETTLEMENT AGREEMENT

On July __, 1995 in San Francisco, California, **As You Sow** ("AYS") and **Sika Corporation** ("Sika") agreed to the following:

WHEREAS:

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

Sika is a New Jersey-based company that manufactures and distributes various industrial adhesive products, including epoxy resins, modified methacrylates, poly-modified cementitious, machine-applied mortars, fast setting cementitious, coatings, sealers & membranes, sealants, grouts, and admixture products; and

WHEREAS:

On October 14, 1994, AYS served Sika with documents entitled "60-Day Notice" which provided Sika with notice that it was allegedly in violation of the Safe Drinking Water and Toxics Enforcement Act ("Proposition 65"), Cal. Health & Safety Code § 25249.6, for failing to warn purchasers that certain products it distributes for sales and/or use in California expose users to chemicals listed as carcinogens and or reproductive toxins under Proposition 65-listed chemicals; and

WHEREAS:

Sika disputes that it is in violation of Proposition 65, and contends that the warning requirements for its industrial use products are established under the Hazard Communication Standard under the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; and

WHEREAS:

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

WHEREAS:

On May 30, 1995, AYS served Sika with a summons and complaint, As You Sow v. Sika Corporation, et al. (No. 969921) which is currently pending in the San Francisco Superior Court, and

WHEREAS:

On July 14, 1995, Sika filed and served an answer to the said complaint, and

WHEREAS:

AYS and Sika, in order to avoid burdensome litigation, have agreed to settle this dispute on the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Product Labeling.** Beginning immediately, Sika shall initiate revisions to its current labels for the Products. Sika 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 November 30, 1995. The new labels for each Product sold in California shall contain one of the following statements as applicable.
 - 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 satisfy this requirement.
2. **Interim Warning Materials.** In an effort to ensure that individuals receive Proposition 65 warnings during the period while Sika produces labels in accordance with ¶ 1, Sika agrees that within thirty days after judgment is entered by the Court pursuant to ¶ 9, it shall provide interim warning materials to its customers that Sika knows or has reason to believe sell, use or distribute the Products in California in an effort to ensure that users receive Proposition 65 warnings for Products that have not been labeled pursuant to ¶ 1. The interim warning materials shall include sufficient warning stickers, a Notice letter

providing instructions for the placement of the stickers and placard, and a Notice and Acknowledgment postcard. The Notice, letter is attached hereto as Exhibit D. The Notice and Acknowledgment postcard is attached hereto as Exhibit E. After 15 days, if a customer has not returned the Notice and Acknowledgment postcard, Sika shall have 10 days to appropriately warn the customer of its failure to return the postcard, and ten days thereafter shall suspend shipments of the Products to the customer until the customer agrees to place the stickers on the Products.

3. **MSDS Revisions.** Beginning immediately, Sika 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 January 1, 1996. An example of an acceptable MSDS is attached as Exhibit F.
4. **Settlement Amount.**
 - 4.1 **Restitution and Investigation Costs.** Sika agrees to pay \$22,500.00 to AYS, within thirty days of the date judgment is entered by the Court pursuant to ¶ 9. 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 Unplug. AYS' Proposition 65 Enforcement Fund shall utilize these funds to continue its ongoing research into work place exposures to Proposition 65-listed chemicals. Unplug is an organization that provides environmental educational materials to public schools. 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, bringing this matter to Sika's attention, litigating and negotiating a settlement in the public interest.
6. **AYS Release.** AYS, by this Agreement, waives all rights to institute action against Sika, its parent and affiliates, its distributors or retailers which sell the Products, whether under Proposition 65, Business & Profession Code §§ 17200 et seq., or any other statute or common law claim based on Sika's failure to warn consumers about exposure to Proposition 65 chemicals from any of the Products.
7. **Sika Release.** Sika, 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 Sika.
8. **Change in Law.** In the event that any law, rule, regulation or final decision of any legislative, judicial or executive body with jurisdiction becomes effective or is entered, which renders the warnings agreed to under paragraphs 1 through 3 of this Agreement unnecessary or inappropriate to comply with applicable laws, Sika, at its option, may

cease placing the warnings required under paragraphs 1 through 3 on its labels and/or MSDSs; provided, however, that Sika shall continue to provide any warnings, that continue to be required under other applicable laws, rules and regulations. Sika shall provide AYS within thirty days prior notice of its intent to so limit the warning provisions under paragraphs 1 through 3 of the Agreement and shall provide AYS with an explanation for the basis of its contention that any new or revised law, rule, regulation or final decision limits or otherwise renders inapplicable the warning provisions of Proposition 65 to the products listed in Attachment A of this Agreement. Notwithstanding the terms of this paragraph, AYS shall not be required under any circumstance to refund or return any amount paid pursuant to paragraph 4 of this Agreement.

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

Mark Todres, Esq.
Chanler & Associates
1700 Montgomery Street, 3rd Floor
San Francisco, CA 94111

All correspondence to Sika shall be mailed to:

Stanley W. Landfair, Esq.
McKenna & Cuneo
444 South Flower Street
Los Angeles, CA 90071

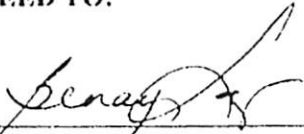
14. **No Admission.** Nothing in this Agreement shall be construed as an admission by Sika of any fact, finding, issue of law, or violation of law. Nor shall compliance with this Agreement constitute or be construed as an admission by Sika of law. However, this

paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of Sika 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:

By:

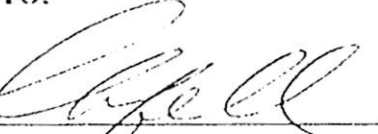

As You Sow

Dated:

7/28/95

AGREED TO:

By:


The Sika Corporation

Dated:

7/19/95

Exhibit A

EXHIBIT A

Sika Floor 350	Sikament FF
Sika Floor 351-Part B	Sikament 86
SikaTan Monobinder 200	Sika Plug C
SikaTan 1C Spray Coating	Sika Plug W
Sikaflex 360 HC	Sikaset Plug
Sikadur DOT-SP1 - Part B	Sikaset Mod Pole
Sikaset Mortar	Sika Repair 222
Sika Repair 223	Sikadur DOT-SP2 - Part B
Sikaset Roadway Patch 3000	Sikadur 45 - Part C
Sigunit Powder	Sikadur 42 - Part C
Sikacem Gunite 103	Sikadur 43 - Part C
Sikacem Gunite 133	Sika Armatec 110 - Part C
Sikacrete 950	Sikagard 75 - Part C
Sikacrete 950 DP	SikaPronto 19 - Part A
Sikagrout 212	SikaPronto 19 - B/H LO - Part C
Sika Monotop 611	Sikashot FS
Sikashot NS	SikaPronto 19 - B/H LO - Part C
SikaTop-Part B	Sika Pronto 19 TF-Part A
Sika Top-Part B 107	SikaFlex Primer 449
Sika Top Part B 111	SikaFlex Primer Cleaner 261
Sika Top Part B 121	Sikadur 53 - Part A
Sika Top Part B 122	
Sika Top Part B 123	
Sika Top Part B 144	

Exhibit B



Sikadur® 53

Underwater grouting/binder epoxy adhesive

3 US gal
A

Description: Sikadur 53 is a 2-component, moisture-insensitive, marine epoxy resin material. It is designed for underwater crack injection and grouting.

Where to Use: Use neat to pressure-inject aggregate-packed cavities, and to grout under aggregate with aggregate as a pile jacket.

Mixing Ratio: Component 'A' : Component 'B' = 1 : 1 by volume.

Shell Life: 2 years in original, unopened containers.

Storage Conditions: Store dry at 65-85°F before using.

Pot Life: Approximately 25 minutes.

How To Use

Surface Preparation: Underwater cleaning is required to remove all dirt, oil, grease, and loose material. Surfaces must be clean, dry, and free of curing compounds, marine growth, oils, waxes, and foreign particles, and discontaminated.

Work: Concrete/Steel

Mixing: Pre-mix each component in a clean, dry, stainless steel mixing bucket.

Component 'A' to 'B' Ratio: 1 : 1 by volume.

Application: Mix components in a clean, dry, stainless steel mixing bucket. Use a mechanical stirrer to mix thoroughly.

Injection: Use a pressure-injection pump to inject the mixed Sikadur 53. Do not use automated injection equipment.

Seal ports and cracks: underwater with Sikadur 36. When the epoxy adhesive seal has cured, inject the Sikadur 53 with steady pressure.

Annular space around bolt: should not be grouted with neat Sikadur 53.

Place prepared grout: in wide horizontal voids, and formed cavities. Use same procedure for pile jacketing.

Material is not designed to resist hydrostatic pressure: after cure. Do not use in areas which could be subjected to such stresses.

Material is not designed to resist hydrostatic pressure: after cure. Do not use in areas which could be subjected to such stresses.

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Material is not designed to resist hydrostatic pressure: after cure. Do not use in areas which could be subjected to such stresses.

First Aid: In case of skin contact, wash hands thoroughly with soap and water. For eye contact, flush immediately with plenty of water for at least 15 minutes; contact physician immediately. For respiratory problems, remove person to fresh air. Wash clothing before re-use.

Clean Up: Contain, spill, ventilate area. Collect with absorbent material, flush area with water. Dispose of in accordance with local, state, and federal disposal regulations. Uncured material can be removed with approved solvent. Cured material can only be removed mechanically.

**KEEP OUT OF REACH OF CHILDREN
NOT FOR INTERNAL CONSUMPTION
FOR INDUSTRIAL USE ONLY
KEEP CONTAINER TIGHTLY CLOSED
CONSULT MATERIAL SAFETY DATA SHEET
FOR MORE INFORMATION
WARNING: THIS PRODUCT CONTAINS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE BIRTH DEFECTS OR OTHER REPRODUCTIVE HAZARD.
In case of emergency call 1-800-424-9300**

Batch #

**201 Peltio Avenue
Lynchburg, NJ 07071**

**Sika Sika Corporation
products systems services solutions**

Application: To pressure-inject cracks and aggregate-packed cavities, use pressure pot or pump to inject the mixed Sikadur 53. Do not use automated injection

**201 Peltio Avenue
Lynchburg, NJ 07071**

**Sika Sika Corporation
products systems services solutions**

Exhibit D



EXHIBIT D

IMPORTANT LEGAL NOTICE

Date:

Attention: All Customers of Sika Corporation

Subject: California Proposition 65 Warnings for products containing
Carcinogens and Reproductive Toxins

This letter is to advise you that the Sika products listed in Attachment A to this letter expose users of those products to certain chemicals listed by the State of California as either known to cause birth defects or other reproductive harm or cancer.

Pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), the users of the products listed on Attachment A must be given clear and reasonable warning of the reproductive toxicity and carcinogenicity of the chemicals contained therein.

Although Sika intends to begin relabeling the products listed on Attachment A with proper warnings, it has not yet done so. Until the labeling change is completed, you must take certain action to ensure that users of the products receive Proposition 65 warnings.

Sika Corporation requests that you affix the enclosed warning stickers to the products listed on Attachment A in the manner described below. The following materials are enclosed to enable you to provide these important health hazard warnings:

- 1) Warning Stickers; and
- 2) Attachment A listing the products that require the stickers; and
- 3) A return postcard indicating that you have received the enclosed materials and will comply with the warning requirements of Proposition 65 for the products listed on Attachments A

You should affix a warning sticker to the container, cap, or label of each product listed on Attachments A which does not have a Proposition 65 warning on its label. The sticker must be

{PROP65.DOC/mc}

affixed so that it is conspicuous and likely to be read and understood by an ordinary individual under customary conditions of use.

Failure to provide a Proposition 65 warning for the products listed in Attachment A may subject you to legal action by the California Attorney General, wherein monetary penalties of up to \$2,500 per violation could be sought.

Please return the enclosed postcard affirming your compliance with Proposition 65's warning requirements for the listed products. If, within 15 days of mailing, we do not receive the return post card with your signature indicating that you have received the enclosed materials and are prepared to provide the required Proposition 65 warnings, we will stop supplying you with any of the products on the enclosed lists until such time as you will agree in writing to provide the required warnings or until the products have been labeled by us with the proper warnings.

Should you have any questions or concerns about this matter, please do not hesitate to contact Larry McCauley, Vice President, Western Sales Region at 1-800-933-SIKA by phone, or mail at Sika Corporation, 12767 East Imperial Highway, Santa Fe Spring, California 90670. In addition, we will be glad to supply additional warning stickers and/or signs if requested.

Sincerely,

Title

Exhibit E

EXHIBIT E

RETURN POSTCARD FROM CUSTOMERS

The undersigned certifies that this customer has received (a) the Important Legal Notice letter regarding Proposition 65 warning requirements, (b) Attachment A which list the Sika products requiring a Proposition 65 warning, and (c) warning stickers. The undersigned further certifies that this customer will comply with Proposition 65 warning requirements by affixing the warning stickers provided to them in the manner directed.

(Name & Title)

(Customer Name)

(Address)

Please send me _____ additional stickers.

Exhibit F

Material Safety Data Sheet
SIKADUR 53 PART A

Page: 1
01/29/92

SIKA CORPORATION
201 POLITO AVENUE
LYNDHURST, NJ 07071

Telephone: (201)933-8800

Company Contact: STEVEN ROSENBERG

Emergency Contact: CHEMTREC
Emergency Phone Number: (800)424-9300

SECTION #1 - IDENTIFICATION

Product

Name: SIKADUR 53 PART A

CAS Number: Not Established
Product Code: NO. 388
Formula Identification: 02/05/80
Chemical Family: EPOXY COMPOUND

Synonyms: NO. 388 PART A

HMS Hazard Rating - Health: 2 Moderate
- Fire: 0 Negligible
- Reactivity: 0 Negligible
- PPE: C

Special Hazards: IRRITANT; SENSITIZER

SECTION #2 - HAZARDOUS CHEMICAL COMPONENTS

Component: MODIFIED BISPHENOL EPICHLOROHYDRIN BASE EPOXY RESIN

CAS Number: Not Established

OSHA N/E

IARC N/AP

ACGIH N/E

NTP N/AP

Component: SILICATE, PORTLAND CEMENT

CAS Number: 65997-15-1

ACGIH TLV-TWA: 10 mg/m3

IARC N/AP

OSHA PEL-TWA: 50 mppcf

NTP N/AP

Component: TITANIUM DIOXIDE

CAS Number: 13463-67-7

ACGIH TLV-TWA: 10 mg/m3

IARC N/AP

OSHA PEL-TWA: 15 mg/m3

NTP N/AP

SECTION #3 - PHYSICAL DATA

Boiling Point: N/AV°F
Melting Point: N/AV°F
Vapor Pressure: N/AV
Vapor Density (Air=1): > AIR
Specific Gravity: 2.53
Packing Density: 20.14#/GAL
Solubility (H2O): N/AV
Percent Volatiles: N/AV
Evaporation Rate: SLOWER THAN ETHER

Appearance

GREEN/GRAY PASTE

Odor

MILD AROMATIC ODOR

SECTION #4 - FIRE FIGHTING & EXPLOSION DATA

Flash Point: >220°F
Autoignition: N/AV°F

Flammability Class: NCMB

Lower Explosive Limit (%): N/AV
Upper Explosive Limit (%): N/AV

Fire and Explosion Hazards

NONE KNOWN

Extinguishing Media

FOAM/WATER FOG/DRY CHEMICAL

Special Fire Fighting Instructions

WEAR NIOSH/MSA APPROVED SELF-CONTAINED BREATHING APPARATUS AND FULL PROTECTIVE GEAR.

SECTION #5 - EXPOSURE and EFFECTS - INHALATION

Routes of Exposure - Inhalation

MAY CAUSE A REVERSIBLE INFLAMMATORY EFFECT ON THE UPPER RESPIRATORY SYSTEM.

SECTION #5 - EXPOSURE and EFFECTS - INHALATION Continued...

First Aid - Inhalation

REMOVE TO FRESH AIR. IF BREATHING HAS STOPPED, INSTITUTE ARTIFICIAL RESPIRATION. CONSULT WITH PHYSICIAN.

SECTION #5 - EXPOSURE and EFFECTS - SKIN

Routes of Exposure - Skin

MAY CAUSE A REVERSIBLE INFLAMMATORY EFFECT ON SKIN OR TISSUE AT THE SITE OF CONTACT. CAUSES AN ALLERGIC SENSITIZATION IN A SUBSTANTIAL PROPORTION OF HUMANS OR ANIMALS IN NORMAL TISSUE AFTER REPEATED EXPOSURES.

First Aid - Skin

WASH SKIN THOROUGHLY WITH SOAP AND WATER. REMOVE CONTAMINATED CLOTHING. IF SYMPTOMS PERSIST CONSULT PHYSICIAN.

SECTION #5 - EXPOSURE and EFFECTS - EYES

Routes of Exposure - Eyes

EYE IRRITANT

First Aid - Eyes

RINSE EYES THOROUGHLY WITH WATER FOR AT LEAST 15 MINUTES. CONSULT PHYSICIAN.

SECTION #5 - EXPOSURE and EFFECTS - INGESTION

Routes of Exposure - Ingestion

NOT NORMALLY INGESTED

First Aid - Ingestion

DILUTE WITH WATER. CONSULT PHYSICIAN.

SECTION #5 - HEALTH CONDITIONS AGGRAVATED BY EXPOSURE

ASTHMA TYPE CONDITIONS, CHRONIC BRONCHITIS AND OTHER CHRONIC RESPIRATORY CONDITIONS. RECURRENT SKIN ECZEMA. PRESENSITIZATION TO PRODUCT.

SECTION #6 - REACTIVITY & POLYMERIZATION

Stability: STABLE

Conditions to Avoid (Stability)

NONE KNOWN

Incompatible Materials

STRONG ACIDS AND OXIDIZING AGENTS

Hazardous Decomposition Products

NITROGEN OXIDES, CO, CO2

Conditions to Avoid (Polymerization)

EXOTHERM WHEN CURING IN MASS

Hazardous Polymerization: WILL NOT OCCUR

SECTION #7 - SPILL, LEAK, & DISPOSAL PROCEDURES

Steps to be Taken in The Event of Spills, Leaks, or Release

CONTAIN SPILL AND COLLECT WITH ABSORBENT MATERIAL. SHOVEL INTO CLOSABLE CONTAINERS. AVOID CONTACT.

Waste Disposal Methods

DISPOSE OF IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL ENVIRONMENTAL REGULATIONS.

SARA Hazard Classes: Acute Health Hazard

SECTION #8 - SPECIAL PROTECTIVE MEASURES

Ventilation

LOCAL EXHAUST HIGHLY RECOMMENDED. MECHANICAL EXHAUST HIGHLY RECOMMENDED

Eye Protection

SAFETY GLASSES/GOGGLES

SECTION #8 - SPECIAL PROTECTIVE MEASURES Continued...

Skin Protection

AVOID SKIN CONTACT. WEAR LONG SLEEVE SHIRT AND LONG PANTS. CHEMICAL RESISTANT RUBBER OR PLASTIC GLOVES.

Respiratory Protection

NIOSH/MSA APPROVED ORGANIC VAPOR RESPIRATOR IF NECESSARY.

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

SECTION #9 - SPECIAL PRECAUTIONS - STORAGE & HANDLING

Storage & Handling Conditions

STORE IN A DRY COOL AREA. KEEP CONTAINERS TIGHTLY CLOSED.

SECTION #10 - SHIPPING INFORMATION

DISCLAIMER OF EXPRESSED AND IMPLIED WARRANTIES

The data in this Material Safety Data Sheet relates only to the specific material herein and does not relate to use in combination with any other material or in any process. The information set forth herein is based on technical data that Sika believes to be reliable as of the date hereof. Since conditions of use are outside our control, we make no warranties, express or implied and assume no liability in connection with any use of this information. Nothing herein is to be taken as a license to operate under or a recommendation to infringe any patents.

SIKA CORPORATION
201 POLITO AVENUE
LYNDHURST, NJ 07071

Telephone: (201)933-8800

Company Contact: STEVEN ROSENBERG

Emergency Contact: CHEMTREC
Emergency Phone Number: (800)424-9300

SECTION #1 - IDENTIFICATION

Product

Name: SIKADUR DOT-SP1 - PART A

CAS Number: Not Established
Product Code: NO. 322 H
Formula Identification: 04/07/93
Chemical Family: EPOXY COMPOUND
Chemical Formula: RMF-1256

HMIS Hazard Rating - Health: 2 Moderate
- Fire: 0 Negligible
- Reactivity: 0 Negligible
- PPE: C

Special Hazards: IRRITANT, SENSITIZER

SECTION #2 - HAZARDOUS CHEMICAL COMPONENTS

Component: EPICHLOROHYDRIN-POLYGLYCOL REACTION PRODUCTS
CAS Number: 41638-13-5
ACGIH N/E IARC N/AP
OSHA N/E
NTP N/AP

Component: EPOXY RESIN EPICHLOROHYDRIN/BISPHENOL A BASE
CAS Number: 25068-38-6
ACGIH N/E IARC N/AP
OSHA N/E
NTP N/AP

SECTION #3 - PHYSICAL DATA

Boiling Point: N/AV°F
Melting Point: N/AV°F
Vapor Pressure: N/AV
Vapor Density (Air=1): N/AV
Specific Gravity: 1.15
Packing Density: 9.62#/GAL
Solubility (H2O): N/AV

SECTION #3 - PHYSICAL DATA Continued...

Percent Volatiles: N/AV
Evaporation Rate: SLOWER THAN ETHER

Appearance

STRAW COLORED LIQUID

Odor

MILD AROMATIC

SECTION #4 - FIRE FIGHTING & EXPLOSION DATA

Flash Point: >200°F
Autoignition: N/AV°F

Flammability Class: NCMB

Lower Explosive Limit (%): N/AV
Upper Explosive Limit (%): N/AV

Fire and Explosion Hazards

NONE KNOWN

Extinguishing Media

FOAM/WATER FOG/DRY CHEMICAL

Special Fire Fighting Instructions

WEAR NIOSH/MSA APPROVED SELF-CONTAINED BREATHING APPARATUS AND FULL PROTECTIVE GEAR.

SECTION #5 - EXPOSURE and EFFECTS - INHALATION

Routes of Exposure - Inhalation

MAY CAUSE A REVERSIBLE INFLAMMATORY EFFECT ON THE UPPER RESPIRATORY SYSTEM.

First Aid - Inhalation

REMOVE TO FRESH AIR. IF BREATHING HAS STOPPED, INSTITUTE ARTIFICIAL RESPIRATION. CONSULT WITH PHYSICIAN.

SECTION #5 - EXPOSURE and EFFECTS - SKIN

Routes of Exposure - Skin

MAY CAUSE A REVERSIBLE INFLAMMATORY EFFECT ON SKIN OR TISSUE AT THE SITE OF CONTACT. CAUSES AN ALLERGIC SENSITIZATION IN A SUBSTANTIAL PROPORTION OF HUMANS OR ANIMALS IN NORMAL TISSUE AFTER REPEATED EXPOSURES.

First Aid - Skin

WASH SKIN THOROUGHLY WITH SOAP AND WATER. REMOVE CONTAMINATED CLOTHING. IF SYMPTOMS PERSIST CONSULT PHYSICIAN.

SECTION #5 - EXPOSURE and EFFECTS - EYES

Routes of Exposure - Eyes

EYE IRRITANT.

First Aid - Eyes

RINSE EYES THOROUGHLY WITH WATER FOR AT LEAST 15 MINUTES. CONSULT PHYSICIAN.

SECTION #5 - EXPOSURE and EFFECTS - INGESTION

Routes of Exposure - Ingestion

NOT NORMALLY INGESTED.

First Aid - Ingestion

DILUTE WITH WATER, CONSULT PHYSICIAN.

SECTION #5 - HEALTH CONDITIONS AGGRAVATED BY EXPOSURE

ASTHMA TYPE CONDITIONS, CHRONIC BRONCHITIS AND OTHER CHRONIC RESPIRATORY CONDITIONS. RECURRENT SKIN ECZEMA. PRESENSITIZATION TO PRODUCT.

SECTION #6 - REACTIVITY & POLYMERIZATION

Stability: STABLE

Conditions to Avoid (Stability)

NONE KNOWN

SECTION #6 - REACTIVITY & POLYMERIZATION Continued...

Incompatible Materials

STRONG ACIDS AND OXIDIZING AGENTS

Hazardous Decomposition Products

CO, CO₂, ALDEHYDES, NITROGEN OXIDES

Conditions to Avoid (Polymerization)

EXOTHERM WHEN CURING IN MASS

Hazardous Polymerization: WILL NOT OCCUR

SECTION #7 - SPILL, LEAK, & DISPOSAL PROCEDURES

Steps to be Taken in The Event of Spills, Leaks, or Release

WEAR SUITABLE PROTECTIVE EQUIPMENT. CONTAIN SPILL AND COLLECT WITH ABSORBENT MATERIAL AND TRANSFER INTO SUITABLE CONTAINERS. AVOID CONTACT.

Waste Disposal Methods

THIS MATERIAL IS NOT CONSIDERED A HAZARDOUS WASTE UNDER RCRA TITLE 40 CFR 261. MATERIAL SHOULD STILL BE DISPOSED OF IN A SECURE INDUSTRIAL LANDFILL OR BY INCINERATION IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL ENVIRONMENTAL REGULATIONS.

SARA Hazard Classes: Acute Health Hazard
Chronic Health Hazard

SECTION #8 - SPECIAL PROTECTIVE MEASURES

Ventilation

LOCAL EXHAUST HIGHLY RECOMMENDED. MECHANICAL EXHAUST HIGHLY RECOMMENDED

Eye Protection

SAFETY GLASSES/GOGGLES

Skin Protection

AVOID SKIN CONTACT. WEAR LONG SLEEVE SHIRT AND LONG PANTS. CHEMICAL RESISTANT RUBBER OR PLASTIC GLOVES.

SECTION #8 - SPECIAL PROTECTIVE MEASURES Continued...

Skin Protection

Respiratory Protection

NIOSH/MSA APPROVED ORGANIC VAPOR RESPIRATOR IF NECESSARY.

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

SECTION #9 - SPECIAL PRECAUTIONS - STORAGE & HANDLING

Storage & Handling Conditions

STORE IN A COOL, DRY AREA AWAY FROM SPARKS AND OPEN FLAME. KEEP CONTAINERS TIGHTLY CLOSED.

SECTION #10 - SHIPPING INFORMATION

DISCLAIMER OF EXPRESSED AND IMPLIED WARRANTIES

The data in this Material Safety Data Sheet relates only to the specific material herein and does not relate to use in combination with any other material or in any process. The information set forth herein is based on technical data that Sika believes to be reliable as of the date hereof. Since conditions of use are outside our control, we make no warranties, express or implied and assume no liability in connection with any use of this information. Nothing herein is to be taken as a license to operate under or a recommendation to infringe any patents.

SIKADUR DOT-SP1 - PART A

NO. 322 H

WARNING: CONTAINS EPOXY RESINS

CAUTION: IRRITANT: EYE/SKIN/RESPIRATORY IRRITANT. AVOID CONTACT. WEAR SAFETY GLASSES/GOGGLES AND CHEMICALLY RESISTANT GLOVES, LONG SLEEVE SHIRT AND PANTS. SENSITIZER: MAY CAUSE SKIN/RESPIRATORY EFFECTS. AVOID CONTACT. WEAR ORGANIC VAPOR RESPIRATOR IF NECESSARY.

FIRST AID: EYE/SKIN: FLUSH/WASH WITH WATER FOR AT LEAST 15 MINUTES. REMOVE CONTAMINATED CLOTHING. CONSULT PHYSICIAN IF NECESSARY. INHALATION: REMOVE TO FRESH AIR. INSTITUTE ARTIFICIAL RESPIRATION IF NECESSARY. CONSULT PHYSICIAN IF SYMPTOMS PERSIST. INGESTION: DO NOT INDUCE VOMITING, DILUTE WITH WATER, CONSULT PHYSICIAN.

SPILL CLEAN-UP: WEAR SUITABLE PROTECTIVE EQUIPMENT. ELIMINATE SOURCES OF IGNITION. VENTILATE AREA. CONTAIN SPILL AND COLLECT WITH ABSORBENT MATERIAL AND TRANSFER INTO SUITABLE CONTAINERS. AVOID CONTACT.

DISPOSAL: DISPOSE OF IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL ENVIRONMENTAL REGULATIONS.

FOR INDUSTRIAL USE ONLY
KEEP CONTAINERS TIGHTLY CLOSED
SEE MSDS FOR FURTHER INFORMATION

TARGET ORGANS: EYES, SKIN, RESPIRATORY SYSTEM.