

1 CLIFFORD A. CHANLER (State Bar No. 135534)  
ANDREW L. PACKARD (State Bar No. 168690)  
2 CHANLER & ASSOCIATES  
1700 Montgomery Street, Suite 110  
3 San Francisco, CA 94111  
(415) 391-1122  
4 Attorneys for Plaintiff  
5 AS YOU SOW

FILED  
APR 19 1995  
Hon. [Signature]  
MARIN COUNTY CLERK  
BY: E. Keswick Deputy

6  
7  
8  
9  
10

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

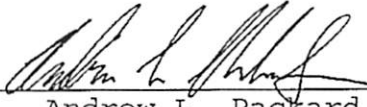
|                               |   |                          |
|-------------------------------|---|--------------------------|
| 11 AS YOU SOW, a non-profit   | ) | No. 162323               |
| organization,                 | ) |                          |
| 12                            | ) |                          |
| Plaintiff,                    | ) |                          |
| 13                            | ) |                          |
| v.                            | ) | STIPULATION FOR          |
| 14                            | ) | <u>ENTRY OF JUDGMENT</u> |
| TREMCO AUTOBODY TECHNOLOGIES, | ) |                          |
| 15 a corporation, and DOES 1  | ) |                          |
| through 1000,                 | ) |                          |
| 16                            | ) |                          |
| Defendants.                   | ) |                          |
| 17 _____                      | ) |                          |

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

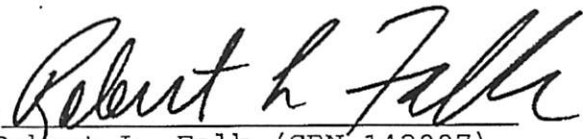
IT IS HEREBY STIPULATED, by and between plaintiff  
As You Sow, on behalf of the general public, and defendant  
Tremco Autobody Technologies, through their respective  
representatives, that judgment in the above-entitled action  
be entered in accordance with the terms of the settlement

1 agreement between the parties, which is attached hereto as  
2 Exhibit A.

3 Dated: April 17, 1995

By:   
Andrew L. Packard  
Attorney for Plaintiff  
AS YOU SOW

6 Dated: April 17, 1995

By:   
Robert L. Falk (SBN 142007)  
MORRISON & FOERSTER  
Attorneys for Defendant  
TREMCO AUTOBODY TECHNOLOGIES

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT A

SETTLEMENT AGREEMENT

On or about April 13, 1995 in San Francisco, California, As You Sow ("AYS") and Tremco Autobody Technologies ("TAT") 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 on behalf of the general public; and

TAT is a company that currently manufactures and distributes a variety of coatings and automotive products including, but not limited to, primers, adhesives, cleaners, additives, specialty coatings and other special purpose products which contain toluene, methylene chloride, benzene, talc, and/or crystalline silica, all of which are chemicals that have previously been listed under Proposition 65, pursuant to Health & Safety Code § 25249.8; and

A list of products containing such chemicals and which are covered by this Agreement is provided in Exhibit A (the "Products"). The Products have been manufactured by TAT for distribution and sale in California since February 27, 1988 and are labeled "For industrial use only by professional, trained personnel. Not for sale to, or use by, the general public"; and

On or about September 15, 1994, on behalf of the general public, AYS mailed a document entitled "60-Day Notice" to TAT, the California Attorney General and other

appropriate public enforcement agencies, which provided TAT with notice alleging that it was in violation of Health & Safety Code § 25249.6 for failing to warn purchasers of the Products that the Products contain chemicals known to the State of California to cause cancer, and birth defects or other reproductive harm; and

On November 28, 1994, on behalf of the general public, AYS served TAT with a summons and complaint in the case of As You Sow v. Tremco Autobody Technologies, et al., (Case No. 162323), which is currently pending in the Marin County Superior Court; and

AYS, on behalf of the general public, and TAT, on behalf of itself and its customers, desire to compromise, settle, and conclude all disputes, controversies, claims and causes of action of any kind relating to the presence of chemicals listed under Proposition 65 in the Products, so that TAT and its customers have no further liability relating to or arising out of those Products' alleged failure to comply with Proposition 65, whether directly, indirectly, by way of other statutes (including, but not limited to, the Unfair Competition Act); and

In settling this matter on the terms and conditions hereinafter provided, AYS, on behalf of the general public, acknowledges that TAT made a good faith attempt to comply with Proposition 65 prior to being contacted by AYS: (a) by providing Proposition 65 warnings on the Products' Material Safety Data Sheets ("MSDSs") beginning in March of 1994 and (b) by providing Proposition 65 warnings on the labels of the Products beginning in March of 1994.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TAT agrees that it will not ship (or caused to be shipped) any Products containing Proposition 65 chemicals for sale in the State of California unless one of the following warning statements are placed on their label and MSDS:

(a) For Products that contain as intended ingredients Proposition 65-listed reproductive toxicants only:

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

(b) For Products that contain as intended ingredients Proposition 65-listed carcinogens only:

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

(c) For Products that contain as intended ingredients Proposition 65-listed carcinogens and reproductive toxicants:

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

The warning statement required pursuant to this paragraph shall be displayed in the same type size and location as the

Proposition 65 warning contained on Exhibit B (for labels) and Exhibit C (for MSDSs), or in an alternative manner which is 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 requirements of this Paragraph shall be implemented within thirty (30) days after AYS notifies TAT of the entry of this Agreement by the Court with respect to the Products' MSDSs and, subject to the requirements of Paragraph 2 below, within nine (9) months after AYS notifies TAT of the entry of this Agreement by the Court with respect to updating and reprinting the Products' labels.

2. Until such time as the requirements of Paragraph 1 above are fully implemented with respect to all of the Products, TAT agrees that, beginning June 1, 1995, it will not ship any such Product containing Proposition 65 chemicals for sale in the State of California unless an adhesive sticker ("Warning Sticker") containing the warning statement contained on Exhibit D is applied to the Product's container or packaging.

3. In a further effort to ensure that purchasers of the Products receive Proposition 65 warnings for Products that have already been shipped for sale in California, TAT agrees that within thirty (30) days after being notified by AYS of the entry of this Agreement by the Court, it shall provide to its California customers the letter attached hereto as Exhibit E ("Customer Letter").

4. TAT agrees to provide to each of its California Customers, with the Customer Letter referenced in Paragraph 3 above, at least thirty (30) Warning Stickers bearing the language contained on Exhibit D.

5. It is agreed that the warnings required by this Agreement constitute clear and reasonable warnings that comply with Proposition 65's requirements for the Products.

6. As a restitutionary measure pursuant to Business & Professions Code § 17203, TAT agrees to contribute \$20,000 to be distributed among the following non-profit organizations: the Committee to Bridge the Gap, the BAN Waste Coalition, and the AYS Proposition 65 Enforcement and Investigation Fund. Payment of this sum shall be made to AYS within twenty (20) days after counsel for TAT is notified of the entry of this Agreement by the Court.

7. TAT agrees to pay \$8,000 pursuant to Health & Safety Code § 25249.7(b). Such monies shall be apportioned by AYS in accordance with Health & Safety Code § 25192, with seventy-five percent (75%) of this amount being transferred by AYS to the California Attorney General's Office. Payment of this sum shall be made to AYS within twenty (20) days after counsel for TAT is notified of the entry of this Agreement by the Court.

8. In an effort to defray AYS' investigation fees and costs, expert fees and costs, reasonable attorneys' fees, and any other costs incurred as a result of investigating and bringing this matter to TAT's attention and negotiating a settlement in the public interest, TAT shall pay AYS the sum of \$17,500. Payment of this sum shall be made to AYS within twenty (20) days after counsel for TAT is notified of the entry of this Agreement by the Court.

9. **AYS Release.** AYS, in consideration of the TAT commitments and payments as set forth herein, on its own



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

10. Upon execution of this Agreement, the parties shall file a stipulated judgment incorporating all of the terms of this Agreement in the Marin County Superior Court to be approved by the Court pursuant to CCP § 664.6.

11. 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.

12. The parties agree that they have been represented in the negotiations for, and in the preparation of, this Agreement by counsel of their own choosing; that they have read the Agreement; and that they are fully aware of and understand its contents and legal effect. Accordingly, this Agreement shall not be construed against any party.

13. 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.

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

15. All correspondence to AYS shall be mailed to:

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

16. All correspondence to TAT shall be mailed to:

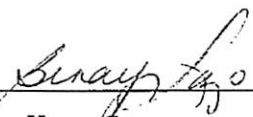
James Tierney, Esq.  
Tremco, Inc.  
3735 Green Road  
Beachwood, OH 44122

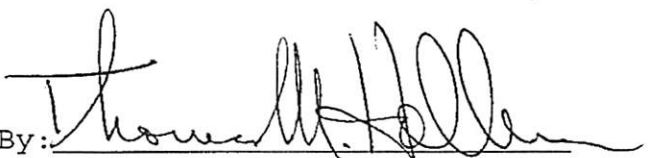
17. Nothing in this Agreement shall be construed as an admission by TAT of any fact, finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by TAT of any fact, finding, conclusion, issue of law, or violation of law. However, this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

18. 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:

AGREED TO:

By:   
As You Sow

By:   
Tremco Autobody Technologies

Dated: April 17, 1995

Dated: April 14, 1995

EXHIBIT A

Tremco Autobody Technologies

California Proposition 65 Chemical Listing

The following are products manufactured or distributed by TAT that require Prop 65 warnings

| Product Number | Product Name                   |
|----------------|--------------------------------|
| 1921214BKX     | Tol-Free Texturizer BK         |
| 1929131BKX     | Tol-Free Gray Flex Prime       |
| 1013           | Universal Plastic Prep         |
| 1014           | Universal Plastic Prep         |
| 1023           | Bonding Prep                   |
| 1024           | Universal/TPO                  |
| 1161           | OEM Flex Prime Black           |
| 1163           | OEM Flex Prime Black           |
| 1181           | Rose OEM Flex Prime            |
| 1183           | Rose OEM Flex Prime            |
| 1214           | Texturizer                     |
| 1253           | Black Flex Coat                |
| 1273           | European Auto Coat             |
| 4005           | Amber Weatherstrip Adh         |
| 4015           | Black Weatherstrip Adh         |
| 4025           | Only 1" Weatherstrip Adh       |
| 4028           | Only 1" Weatherstrip Adh       |
| 4043           | Spray Disc Adhesive            |
| 4074           | GP Solvent                     |
| 4107           | Seal Fast Beige                |
| 4137           | White Sealfast                 |
| 4155           | Ultra Flex                     |
| 4157           | Ultra Flex                     |
| 4162           | Ultra Flex Brushable           |
| 4164           | Ultra Flex Brushable           |
| 4182           | All Purpose Sealer             |
| 4303           | Tex Coat Chip Guard            |
| 4304           | Tex Coat White                 |
| 4313           | Tex Coat Chip Guard            |
| 4343           | Zinc Rich Primer               |
| 4363           | Quick Dry Rubberized Undercoat |
| 4373           | Rubberized Undercoat           |
| 4401           | Spray Sound Deadener           |
| 4404           | Spray Sound Deadener           |
| 4421           | Amber Rustproofing             |
| 4500           | Primerless Urethane            |
| 4507           | Liquid Tape                    |
| 4509           | Bedding Compound               |
| 4517           | Resealant                      |
| 4908           | OEM Production Seam Sealer     |
| 5011           | Heavy Duty Liquid Compound     |
| 5021           | Clear Cut Compound             |
| 5031           | Micro Finishing Compound       |
| 5034           | Micro Finishing Compound       |

**Tremco Autobody Technologies**

**California Proposition 65 Chemical Listing**

The following are products manufactured or distributed by TAT that require Prop 65 warnings

| <b>Product Number</b> | <b>Product Name</b>            |
|-----------------------|--------------------------------|
| 6001                  | Universal Primer Gray          |
| 6004                  | Universal Primer Gray          |
| 6005                  | Universal Primer Gray          |
| 6011                  | Universal Primer Red           |
| 6014                  | Universal Primer Red           |
| 6015                  | Universal Primer Red           |
| 6021                  | Universal Primer Dark Gray     |
| 6051                  | Super Sand Primer Gray         |
| 6055                  | Super Sand Primer Gray         |
| 6061                  | Super Sand Primer Red          |
| 6111                  | Finish-Tech Self Etching Base  |
| 6114                  | Finish-Tech Self Etching Base  |
| 6121                  | Self Etching Primer Filler Act |
| 6124                  | Self Etching Primer Filler Act |
| 6204                  | Universal Acrylic Urethane Act |
| 6208                  | Universal Acrylic Urethane Act |
| 6301                  | Aqua Solv                      |
| 6311                  | Scat                           |
| 6811                  | HP Spot Repair Clear Coat      |
| 6814                  | HP Spot & Panel Clear Act      |
| 6821                  | HP Panel Repair Clear Coat     |
| 6831                  | HP Overall Clear Coat          |
| 6911                  | High Performance 2K            |
| 6918                  | Acrylic Activator              |
| 6921                  | 2K Acr Urethane Primer Gray    |
| 6934                  | 2K Grey 4:1 Acrylic Urethane   |
| 6941                  | Proclear Clear Coat            |
| 6944                  | Proclear Clear Coat            |
| 6954                  | Proclear Spot Activator        |
| 6958                  | Proclear Spot Activator        |
| 6974                  | Proclear Panel Act             |
| 6984                  | Proclear VOC Convertor         |
| 7121                  | CAU-121                        |
| 7124                  | CAU-121                        |
| 7131                  | Ultrathane                     |
| 7144                  | CU-4 Urethane Hardener         |
| 7251                  | Classic Dry Strip Paint Remov  |
| 7261                  | Glas-Strip Paint Remover       |
| 7271                  | Aero Strip Paint Remover       |
| 7295                  | Shop Strip                     |
| 7418                  | Spot/Panel Activator Reducer   |
| 7428                  | Overall Clear Coat Act Red     |
| 7601                  | Universal Urethane Act         |
| 7604                  | Universal Urethane Act         |

Trenco Autobody Technologies

California Proposition 65 Chemical Listing

The following are products manufactured or distributed by TAT that require Prop 65 warnings

| Product Number | Product Name              |
|----------------|---------------------------|
| 7704           | Clear Coat Spot Act Red   |
| 7724           | Multi Panel Act Red       |
| 7878           | High Gloss Panel Act Red  |
| 8078           | Wet Look                  |
| 8088           | Acrylic Enamel Repair Cat |
| 8098           | OEM High Gloss            |
| 8105           | Super Wet Look            |
| 8108           | Super Wet Look            |
| 8501           | Clear Acrylic Lacquer     |
| 9013           | Carb & Choke Cleaner      |
| 9023           | Rust Solv                 |
| 9043           | 4 Way Penetrant           |
| 9073           | Brake Cleaner             |
| 9203           | Paint & Coating Remover   |
| 9213           | Bright Black Recon Paint  |
| 9223           | Clear Recon Paint         |
| 9233           | Dull Black Recon Paint    |
| 9718           | Polyflex                  |
| 9744           | Final Coat                |
| 9751           | RTU Engine Cleaner        |
| 9781           | Acry Solvent              |
| 9784           | Acry Solvent              |
| 9785           | Acry Solvent              |
| 9791           | Multi Clean               |

EXHIBIT B



**For industrial use only by professional, trained personnel.  
Not for sale to, or use by, the general public.**

Ready-to-use, OEM Flex Primer finishes plastic repair by producing a smooth texture and offering ultimate adhesion for your paint company's prime and topcoat system. When used with Bond-Tec™ prep, it will provide superior adhesion to both the part and Bond-Tec repair materials. NOTE: For best results, use at room temperature (70°-80°F). Shake material thoroughly before each use.

**INSTRUCTIONS:**

1. Clean repair part using Prep Wash Cleaner (#1004) and a general purpose scuff pad (#2067) to remove all road film and dirt. Rinse with water and allow to dry completely.
2. Prepare surface by using the Bond-Tec prep appropriate to the substrate.
3. Apply 2 medium coats. Allow each coat to flash before applying the next.
4. Allow final coat to dry thoroughly (15-20 minutes).
5. Finish with the paint manufacturer's prime and topcoat system.

**DANGER: EXTREMELY FLAMMABLE.** Contents under pressure. Keep away from heat, sparks and open flames. DO NOT puncture, incinerate, or store above 120°F. Do not place near source of heat, radiator or in direct sunlight. High temperatures may cause container to burst. Use in well ventilated areas only. Contents: Toluene (109-66-3), Xylene (1330-20-7), Acetone (67-63-1), Methyl Isobutyl Ketone (108-10-1), Nitrocellulose (9004-70-0), 2-propanol (67-63-0), Talc (14807-98-6), Carbon Black (1333-86-4), Isobutane (75-28-5) and n-Butane (106-97-8). Vapors harmful. Avoid breathing vapors or spray mist. USE ONLY WITH RESPIRATOR. If engineering and administrative controls of air contaminants are not feasible, wear an air line respirator (NIOSH/MSHA TC-19C, or equivalent). If air line respirators are not feasible, wear a vapor/particulate respirator (U.S. Bureau of Mines BE-23, NIOSH/MSHA TC-23C, or equivalent). Wear respirator during application and until work area has been exhausted of all vapor and spray mist. Harmful or fatal if swallowed. Avoid contact with eyes and skin. Keep closures tight and upright to prevent moisture contamination and leakage.

**FIRST AID: IF SWALLOWED:** Do not induce vomiting. Call physician immediately. **FOR EYES:** Flush with plenty of water for at least 15 minutes and get medical attention. **FOR SKIN:** Wash with soap and water. **INHALATION:** Move to fresh air if overexposed. If unconscious contact physician at once. **NOTICE:** Reports have associated repaired and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling this product may be harmful or fatal. Contains solvents which may cause adverse liver and kidney effects. **WARNING:** This product contains a chemical, Toluene, known to the State of California to cause cancer, birth defects or other reproductive harm. **CAUTION:** Contents contain, Dinitrilotetraamine, (634 g/l) and 5,5 #/gal. **CAUTION:** Contents contain less than 5.5 #/gal. (634 g/l) and 5.5 #/gal. (634 g/l) less water and exempt solvents. Photochemically reactive.

**KEEP OUT OF THE REACH OF CHILDREN.**

This product is warranted to be of good quality and manufactured to rigid standards. Under this warranty, we will provide, at no charge, product to replace any products shown to be defective when applied in accordance with our written instructions in applications recommended by us as suitable for the product.

**TREMCO**  
AUTOBODY TECHNOLOGIES  
A BFGoodrich Company

TREMCO AUTOBODY TECHNOLOGIES  
2040 Heileman Drive, Brighton, MI 48116  
Business/Emergency (800) 824-2643  
24 Hour CHEMTREC (800) 424-9300  
940031183

**BOND-TEC™**

**TREMCO**  
AUTOBODY TECHNOLOGIES  
A BFGoodrich Company

**OEM FLEX  
PRIMER**

Flexible, modified acrylic  
primer for use on  
non-metal substrates.

1163 (Black)

**DANGER: EXTREMELY FLAMMABLE.  
CONTENTS UNDER PRESSURE.  
VAPORS AND SPRAY MIST HARMFUL,  
HARMFUL OR FATAL IF SWALLOWED.**  
Read carefully cautions on back panel.

Net Wt. 13 oz. (369 g)

EXHIBIT C

MATERIAL SAFETY DATA SHEET

PRODUCT NAME: BLACK OEM FLEX PRIME  
 PRODUCT CODE: 1163

HMS CODES: H F R P  
 2\* 4 0 G

===== SECTION I - MANUFACTURER IDENTIFICATION =====

MANUFACTURER'S NAME: TREMCO AUTOBODY TECHNOLOGIES  
 ADDRESS: 2040 Heiserman Dr., Brighton, MI 48116  
 EMERGENCY PHONE: 800-424-9300 CHEMTRC INFORMATION PHONE: (313) 229-6224  
 DATE REVISED : 3/28/94 NAME OF PREPARER : R. PROVENZOLI  
 REASON REVISED : UPDATE

===== SECTION II - HAZARDOUS INGREDIENTS/SARA III INFORMATION =====

| HAZARDOUS COMPONENTS                        | CAS NUMBER    | OCCUPATIONAL EXPOSURE LIMITS |           |             | VAPOR PRESSURE<br>mm Hg @ TEMP | WEIGHT<br>PERCENT |
|---|---------------|------------------------------|-----------|-------------|--------------------------------|-------------------|
|   |               | OSHA PEL                     | ACGIH TLV | OTHER       |                                |                   |
| *METHYL BENZENE; TOLUENE                    | 108-88-3      | 100 ppm                      | 100 ppm   |             | 22.0 68F                       | 10                |
| *METHYL ISOBUTYL KETONE (MIBK)              | 108-10-1      | 100 ppm                      | 50 ppm    | STEL 75ppm  | 16.0 68F                       | 6                 |
| TALC  | 14807-96-6    | 20 mppcf                     | 2 mg/m3   |             | N/A                            | 10                |
| *ACETONE                                    | 67-64-1       | 750 ppm                      | 750 ppm   | SETL1000ppm | 181.7 68F                      | 19                |
| 2-PROPANOL                                  | 67-63-0       |                              | 400 ppm   | STEL500ppm  | 173.0 100F                     | < 5.0%            |
| NITROCELLULOSE RESIN                        | NON-HAZ       |                              |           |             | N/A                            | < 5.0%            |
| *METHYL ETHYL KETONE (MEK)                  | 78-93-3       | 200 ppm                      | 200 ppm   | STEL300ppm  | 70.0 68F                       | 22                |
| *DIBUTYL PHTHALATE                          | 84-74-2       | 5 mg/m3                      | 5 mg/m3   |             | 2.0 302F                       | 1                 |
| PROPANE/ISOBUTANE/n-BUTANE<br>NON HAZARDOUS | 74-98-6<br>NA | 1000 ppm                     | 1000 ppm  | ASPHYXIAANT | 85.0 70F<br>N/A                | 20<br>5           |

\* Indicates toxic chemical(s) subject to the reporting requirements of section 313 of Title III and of 40 CFR 372.

**Warning:** This product contains a chemical(s) (Toluene, 108-88-3) known to the State of California to cause cancer and/or birth defects or other reproductive harm.

===== SECTION III - PHYSICAL/CHEMICAL CHARACTERISTICS =====

BOILING RANGE: -44 to 642 Deg F      SPECIFIC GRAVITY (H2O=1): 0.8  
 VAPOR DENSITY: HEAVIER THAN AIR      EVAPORATION RATE: SLOWER THAN ETHER  
 MATERIAL V.O.C.: 5.29 LB/GL ( 634 G/L)  
 SOLUBILITY IN WATER: NEGLIGIBLE  
 APPEARANCE AND ODOR: BLACK LIQUID WITH SOLVENT ODOR

===== SECTION IV - FIRE AND EXPLOSION HAZARD DATA =====

FLASH POINT: -156 Deg F      METHOD USED: tcc  
 FLAMMABLE LIMITS IN AIR BY VOLUME- LOWER: 0.5% UPPER: 12.8%

EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO2, DRY CHEMICAL, WATER FOG

SPECIAL FIREFIGHTING PROCEDURES

Full emergency equipment with self-contained breathing apparatus and protective clothing should be worn by fire fighters. Highly toxic gases may be generated by thermal decomposition or combustion. AEROSOL CANS MAY RUPTURE WHEN HEATED!

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode when exposed to extreme heat or burst when contaminated with water (CO2 evolved). Solvent Vapors may be heavier than air. Stagnant air may cause vapors to accumulate and travel along the ground to an ignition source which may result in a flash back to the source of the vapors. AEROSOL CANS MAY BURST WHEN HEATED!

## SECTION V - REACTIVITY DATA

**STABILITY: STABLE  
CONDITIONS TO AVOID**

Keep away from heat, sparks, and open flames. Avoid contact with strong oxidizing agents.

**INCOMPATIBILITY (MATERIALS TO AVOID)**

Strong bases, and strong oxidants.

**HAZARDOUS DECOMPOSITION OR BYPRODUCTS**

By fire: carbon dioxide, carbon monoxide, oxides of nitrogen.

**HAZARDOUS POLYMERIZATION: WILL NOT OCCUR**

## SECTION VI - HEALTH HAZARD DATA

**INHALATION HEALTH RISKS AND SYMPTOMS OF EXPOSURE**

May cause nose and throat irritation. May cause nervous system depression characterized by the following progressive steps: headache, dizziness, nausea, confusion, unconsciousness.

**SKIN AND EYE CONTACT HEALTH RISKS AND SYMPTOMS OF EXPOSURE**

May cause irritation or burning of the eyes. Repeated or prolonged liquid contact may cause skin irritation with discomfort and dermatitis. Skin sensitization is possible.

**SKIN ABSORPTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE**

Repeated and prolonged contact with skin may cause skin irritation with discomfort.

**INGESTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE**

Ingestion can result in irritation and possible corrosive action in the mouth, stomach tissue, and digestive tract. Vomiting may cause aspiration of solvent resulting in chemical pneumonitis.

**HEALTH HAZARDS (ACUTE AND CHRONIC)**

Acute inhalation: solvent vapor or mist at concentrations above TLV can irritate the mucous membranes in the respiratory tract. Chronic inhalation: Repeated and prolonged overexposure to solvents have been shown to cause liver and kidney damage. Overexposure may also cause central nervous system depression and anesthesia. Acute skin: repeated or prolonged skin exposure can cause redness, swelling, rash, and blistering. Chronic skin: May cause sensitization.

**CARCINOGENICITY: NTP? NO IARC MONOGRAPHS? NO OSHA REGULATED? NO**

**MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE**

Asthma and any other respiratory disorders (bronchitis, emphysema, hyperreactivity), skin allergies, eczema.

**EMERGENCY AND FIRST AID PROCEDURES**

**FOR EYES:** Flush with lukewarm water for at least 15 minutes, get medical attention. **FOR SKIN:** Remove contaminated clothing immediately. Wash affected areas with soap and water. Wash contaminated clothing before reuse.

**FOR INHALATION:** Move to an area free from risk of further exposure. Administer oxygen or artificial respiration as needed. Obtain medical attention. **FOR INGESTION:** DO NOT INDUCE VOMITING. Give 1 to 2 cups of milk or water to drink. DO NOT GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS OR CONVULSING PERSON. Consult physician.

## ===== SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE =====

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

Remove all sources of ignition immediately. Ventilate to reduce the airborne contaminant concentrations below the TLV. Absorb spill with suitable material. Transfer to a DOT approved container for disposal.

**WASTE DISPOSAL METHOD**

Subject to hazardous waste treatment, storage, and disposal under RCRA. Incinerate at EPA approved facility or dispose of in compliance with federal, state and local regulations.

**PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING**

Keep away from heat, sparks, and open flames. Ground containers during storage and transfer operations. Store in tightly closed containers to prevent contamination. Store indoors at temperatures below 120 deg. F.

**OTHER PRECAUTIONS**

Employee education and training in the safe use and handling of this compound are required under the OSHA Hazard Communication Standard. NOTICE: Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling this product may be harmful or fatal.

## ===== SECTION VIII - CONTROL MEASURES =====

**RESPIRATORY PROTECTION**

Use appropriate, properly fitted NIOSH/MSHA approved respirator when airborne contaminant levels exceed the TLV(s). Follow the manufacturer's directions for respirator use.

**VENTILATION**

Use exhaust when the general ventilation is not sufficient to keep the airborne contaminant concentration below TLV.

**PROTECTIVE GLOVES**

Protect hands with impervious rubber gloves. Prevent contact with skin. Gloves must be checked before each use.

**EYE PROTECTION**

Chemical splash goggles.

**OTHER PROTECTIVE CLOTHING OR EQUIPMENT**

Rubber apron and overshoes recommended.

**WORK/HYGIENIC PRACTICES**

Maintain good safe work habits when working with any chemicals. Keep out of the reach of children.

## ===== SECTION IX - DISCLAIMER =====

**DISCLAIMER**

For industrial use only. The hazard information herein is offered solely for the consideration of the user, subject to his own investigation and verification of compliance with applicable regulations, including the safe use of the product under every foreseeable condition.

EXHIBIT D

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

EXHIBIT E



[TAT Letterhead]

IMPORTANT LEGAL NOTICE

Date:

Attention: All California Customers

Subject: Proposition 65 Warnings

\*\*\*\*\*

This letter is to advise you that the Tremco Autobody Technologies ("TAT") products listed in Exhibit A to this letter contain chemicals listed under California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"). Accordingly, Proposition 65 requires that users of these products be given a clear and reasonable warning before being exposed to these chemicals.

TAT is now in the process of putting updated labels on all its products which require Proposition 65 warnings; however, because some products requiring a warning may have entered the chain of distribution prior to this label change, we are asking you to affix one of the enclosed stickers to each of the products in your existing inventory, so that it is easily visible and likely to be read and understood by an ordinary person during its use. (If the product already contains a Proposition 65 warning, you do not need to apply a sticker.)

Should you have any questions or concerns about this matter, please do not hesitate to contact [name] at 1-800-852-9068. In addition, we will be glad to supply you with additional stickers if requested.