

TO: MULLIGSS ISCDCVM3 Sandra S Mulligan

From: Michael J. Mehlmann
PHONE: 215-629-8245 DUCOM: 236-8245
FAX: 215-629-8257 / 8258

Subject: CPI45820 / JBMM32715

HELLO SANDI,
HAVE RESENT THE FOLLOWING DOCUMENTS TODAY
VIA FAX TO LEONIE, OSA,P/LIST, INVOICE.
THANKS SANDI AND HAVE A GOOD DAY.
BEST REGARDS,
MIKE

*** Forwarding note from MULLIGSS--ISCDCVM3 08/24/92 14:56 ***
To: MEHLMAMJ--ISCDCVM3 Michael J. Mehlman

From: SANDI MULLIGAN - MLS - B-14C09 - (302)773-1744

Subject: CPI45820 / JBMM32715

MIKE,
AND HERE'S ANOTHER ONE!! IT MUST BE YOUR LUCKY DAY!!
AND IT'S STILL NOT FROM INDIA.....
SOMETHING MUST BE WRONG....NOW EVERYBODY ELSE IS HAVING PROBLEMS.....
THANKS A BUNCH.
SANDI MULLIGAN
INTL. CUST. REP.
INTERNATIONAL CUSTOMER SERVICE

*** Forwarding note from CARTERLA--SYVAX 08/24/92 00:24 ***
To: MULLIGSS--ISCDCVM3

From: CARTERLA--SYVAX A1::CARTERLA
Subj: CPI45820 / JBMM32715

From: NAME: Leonie A Carter
FUNC: DPNZ-NZGP

TEL: <CARTERLA AT A1 AT SYVAX>
To: NAME: Sandra S Mulligan <MULLIGSS AT ISCDCVM3>

HI SANDI,

COULD YOU PLEASE ARRANGE FOR THE FOLLOWING TO BE FAXED TO ME
URGENT, REGARDING THIS ORDER.

1 x COPY OF O.S.A.

1 x COPY OF P/LIST

1 x COPY OF INVOICE

FAX No: 64 (09) 262-1722

THANKS & REGARDS
LEONIE

to: CDCIL1::ISCDCVM3::MULLIGSS

N37196

ORIGINAL

E. I. DU PONT DE NEMOURS & CO. (INC.)

DU PONT CHEMICALS
WILMINGTON, DELAWARE 19898 U.S.A.

INVOICE NO.

L73 0831184

CUSTOMER ORDER NO.

CPI45820

DU PONT ORDER NO.

JBM M 32715 A00

PAGE NO.

1

INVOICE DATE

08/07/92

PAYMENT TERMS

N 60

ACCOUNT NO.

X006350

DATE SHIPPED

08/07/92

SHIPPING WEIGHT

41868

SOLD TO
DU PONT (NEW ZEALAND) LTD
PO BOX 76-256
MANUKAU CITY
AUCKLAND NEW ZEALANDSID NO.
JBMM32715

FREIGHT TERMS

VIA: OFF TO SUVA FIJI

SHIP TO
RESENE PAINTS FIJI LTD
WAILDADA RD LAMI
SUVA FIJI

SHIPPING TERMS

DES
SUVA
SHIP FROM: GULFPORT/EXPORT MS

QUANTITY	UNIT	PRODUCT AND DESCRIPTION	UNIT PRICE	AMOUNT
4000.00	KG	160 BAG 25 KG NET 2832 "TI-PURE" RUTILE R900 W28	1.30000	5200.00
8000.00	KG	320 BAG 25 KG NET 2834 "TI-PURE" RUTILE R902 W28	1.30000	10400.00
6000.00	KG	240 BAG 25 KG NET 2846 "TI-PURE" RUTILE R960 W28	1.30000	7800.00
-THESE COMMODITIES ARE LICENSED BY THE UNITED STATES FOR ULTIMATE DESTINATION FIJI. DIVERSION CONTRARY TO U S LAW IS PROHIBITED. "MERCHANDISE OF U S A ORIGIN" FAS VALUE: OCEAN FRT: INSURANCE: CIF VALUE: CERTIFIED TRUE AND CORRECT. E.I.DU PONT DE NEMOURS AND CO				
			TOTAL	23400.00

Buyer's acceptance of the goods covered by this invoice shall constitute acceptance by the buyer of all terms and conditions of sale stated above and on the reverse side thereof.

*DUPONT TRADEMARK

BUYER'S ACCEPTANCE OF GOODS COVERED BY THIS INVOICE CONSTITUTE ACCEPTANCE OF ALL TERMS AND CONDITIONS OF SALE STATED ABOVE AND ON REVERSE SIDE. SHIPPING TERMS SHALL BE GOVERNED BY INCOTERMS-1990 AND SHALL APPLY UNLESS OTHERWISE STATED. FOR NON-DRAFT BILLING, PLEASE SEND ALL REMITTANCES IN U.S. DOLLARS WITHOUT DEDUCTION FOR EXCHANGE FLUCTUATIONS, CUSTOMS OR OTHER FOREIGN GOVERNMENT ASSESSMENTS. REMIT PROCEEDS BY S.W.I.F.T. OR TELEX AT OUR EXPENSE TO CHASE MANHATTAN BANK, NEW YORK, NY U.S.A.: S.W.I.F.T. CHASSUS 33: TELEX 125563: ACCOUNT OF E.I. DU PONT DE NEMOURS & CO. #910-1-484559. PLEASE MAKE CERTAIN YOU STATE YOUR COMPLETE COMPANY NAME, COUNTRY, AND THE INVOICE NUMBER BEING PAID.

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X4 5L

N37196.01

DUP050040328

STANDARD CONDITIONS OF SALE

1. Seller warrants that the products or materials (hereafter "products") delivered hereunder meet Seller's standard specifications for the products or such other specifications as may have been expressly agreed to herein. SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY, EXCEPT AS PROVIDED IN CONDITIONS 3 AND 4 HEREIN. Buyer assumes all risk and liability resulting from use of the products delivered hereunder, whether used singly or in combination with other products.

2. No claim of any kind, whether as to products delivered or for nondelivery of products, and whether or not based on negligence, shall be greater in amount than the purchase price of the products in respect of which damages are claimed; and failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in the case of nondelivery), shall constitute a waiver by Buyer of all claims in respect of such products. No charge or expense incident to any claims will be allowed unless approved by an authorized representative of Seller. Products shall not be returned to Seller without Seller's prior permission, and then only in the manner prescribed by Seller. The remedy hereby provided shall be the exclusive and sole remedy of Buyer. In no event shall either party be liable for special, indirect or consequential damages, whether or not caused by or resulting from the negligence of such party.

3. Seller warrants that the use or sale of the products delivered hereunder will not infringe the claims of any United States patent covering the products themselves, but does not warrant against infringement by reason of the use thereof in combination with other products or in the operation of any process.

4. Seller warrants that all products delivered hereunder were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

5. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, Act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, inability to obtain material, equipment or transportation. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the products specified herein to enable it to perform this agreement.

6. If this agreement covers products that must necessarily be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such products as have been completed and such as are in process on the date notice of suspension or termination is received by Seller; provided, that if Buyer for any reason cannot accept delivery of such products, it will make payment therefor as though delivery had been made and Seller will store such products for Buyer's account and at Buyer's expense.

7. If for any reason including but not limited to Force Majeure Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

8. If any Government action should place or continue limitations on the price provided for in this agreement such that it would be illegal or against public or Government policy for Seller to charge, assess or receive the full amount of or to increase such prices as determined by this agreement, then Seller shall have the option (1) to continue to perform under this agreement subject to such adjustments in prices that Seller may deem necessary to comply with such Government action, (2) to revise this agreement, subject to Buyer's approval, in order to most nearly accomplish the original intent of this agreement, or (3) to terminate performance of the affected portions of the agreement without liability for any damages.

9. At Buyer's request, Seller may furnish such technical assistance and information as it has available with respect to the use of the products covered by this agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.

10. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the products sold hereunder and will forward such information to its employees who handle, process or sell such products and customers of such products, if any. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by DuPont or prohibited by law, but will be sold or given as samples only to persons who, in the opinion of Buyer, can handle, use and dispose of the products safely.

11. The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products sold hereunder.

12. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.

13. This agreement is not assignable or transferable by either party, in whole or in part, except with the prior written consent of the other party.

14. In addition to the Standard Conditions of Sale set forth herein, any Special Conditions of Sale set forth on the front of this invoice or in the current price list for the products sold hereunder shall apply and are incorporated by reference herein.

15. This document, along with documents specifically referred to herein, contains all of the terms and conditions with respect to the sale and purchase of the products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on either party unless in writing and signed by both parties. No modification shall be effected by the acknowledgement or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this document by Buyer, the Buyer's acceptance of the products or payment therefor shall be equivalent to Buyer's assent to the terms and conditions hereof. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur.

E.I. DU PONT DE NEMOURS & COMPANY
DU PONT CHEMICALS
PACKING LIST

PAGE: 1
08/03 10:45

CUST ORD NR: CPI45820
DUPONT ORD NR: JBMM32715
STATUS: ORIGINAL

PACK DT: 08/03/92
SHIP PT: GULFPORT/EXPORT
MS

EXPORT CASE MARKS:

DEST: FIJI

DPNZ
SUVA, FIJI
CPI45820
NOS 1/UP
MADE IN USA

"THIS IS TO CERTIFY THAT THE
HEREIN-NAMED MATERIALS ARE
PROPERLY CLASSIFIED, DESCRIBED,
PACKAGED, MARKED, AND LABELED
AND ARE IN PROPER CONDITION FOR
TRANSPORTATION ACCORDING TO THE
APPLICABLE REGULATIONS OF THE
DEPARTMENT OF TRANSPORTATION
(AND IMO)."

BY: W. F. STAFFORD
E I DUPONT DE NEMOURS & CO., INC.
(XBA)-- SANDI MULLIGAN

NR.OF PKGS	DESCRIPTION OF EACH PACKAGE	NET QTY EA. PKG	PKG NRS
	TYPE: PK4P		
	STRETCH WRAPPED UNITS 40 BAGS/25 KG		
	(55.11#) EA DBL ENT PLT		
4	"TI-PURE" RUTILE R900 W28	1000.00	1
	75 R900	KG -	4

DIMENSIONS:

PER PKG:	IN: LG: 48.0	WD: 40.0	HT: 35.0	CU.FT: 38.88
	CM: LG: 121.9	WD: 101.6	HT: 88.9	CU.M: 1.10
PER PLT:	IN: LG: 48.0	WD: 40.0	HT: 6.0	CU.FT: 6.66
	CM: LG: 121.9	WD: 101.6	HT: 15.2	CU.M: 0.18

WEIGHTS:

PER PKG:	LB: GRS: 2326.00	LGL: 2204.40	NET: 2204.40	PLT: 100.0
	KG: GRS: 1055.07	LGL: 1000.00	NET: 1000.00	PLT: 45.4

NR.OF PKGS	DESCRIPTION OF EACH PACKAGE	NET QTY EA. PKG	PKG NRS
	TYPE: PK4P		
	STRETCH WRAPPED UNITS 40 BAGS/25 KG		
	(55.11#) EA DBL ENT PLT		
8	"TI-PURE" RUTILE R902 W28	1000.00	5
	75 R902	KG -	12

DIMENSIONS:

PER PKG:	IN: LG: 48.0	WD: 40.0	HT: 35.0	CU.FT: 38.88
	CM: LG: 121.9	WD: 101.6	HT: 88.9	CU.M: 1.10
PER PLT:	IN: LG: 48.0	WD: 40.0	HT: 6.0	CU.FT: 6.66
	CM: LG: 121.9	WD: 101.6	HT: 15.2	CU.M: 0.18

WEIGHTS:

PER PKG:	LB: GRS: 2326.00	LGL: 2204.40	NET: 2204.40	PLT: 100.0
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N37196.02

DUP050040334

PACKING LIST

PAGE: 2

DUPONT ORD NR: JBMM32715

PACK DT: 08/03/92

CUST ORD NR: CPI45820

DEST: FIJI

 NR.OF NET QTY PKG
 PKGS DESCRIPTION OF EACH PACKAGE EA. PKG NRS
 KG: GRS: 1055.07 LGL: 1000.00 NET: 1000.00 PLT: 45.4

 NR.OF NET QTY PKG
 PKGS DESCRIPTION OF EACH PACKAGE EA. PKG NRS
 TYPE: PK4P
 STRETCH WRAPPED UNITS 40 BAGS/25 KG
 (55.11#) EA DBL ENT PLT
 6 "TI-PURE" RUTILE R960 W28 1000.00 13
 75 R960 KG - 18

DIMENSIONS:

PER PKG: IN: LG: 48.0 WD: 40.0 HT: 35.0 CU.FT: 38.88
 CM: LG: 121.9 WD: 101.6 HT: 88.9 CU.M: 1.10
 PER PLT: IN: LG: 48.0 WD: 40.0 HT: 6.0 CU.FT: 6.66
 CM: LG: 121.9 WD: 101.6 HT: 15.2 CU.M: 0.18

WEIGHTS:

PER PKG: LB: GRS: 2326.00 LGL: 2204.40 NET: 2204.40 PLT: 100.0
 KG: GRS: 1055.07 LGL: 1000.00 NET: 1000.00 PLT: 45.4

*DU PONT TRADEMARK

 TOTALS:

NR. OF PACKAGES: 18 CU.FT: 699.84 CU.M: 19.80
 LB: GROSS: 41868.00 LEGAL: 39679.20 NET: 39679.20
 KG: GROSS: 18991.26 LEGAL: 18000.00 NET: 18000.00
 ***** END ***** END ***** TOTAL PAGES PRINTED: 2

DUP050040335

MSG FROM: UNKNOWN --NOREPLY TO: MULLIGSS--ISCDCVM3

07/14/92 00:42:13

Message.

Dated: 07/13/92 at 2331.

Subject:

Sender: DPNZ / AU00H1/00

Contents: 2.

Part 1.

Creator: DPNZ / AU00H1/00

TO: Sandra-S MULLIGAN (MULLIGSS) / CDCVM3

M/0239137

Part 2.

TO SANDRA-S MULLIGAN (MULLIGSS) / CDCVM3

OUR ORDER NO CPI45820

SOLD TO Du Pont (New Zealand) ltd
P.O. BOX 76-256
AUCKLAND
NEW ZEALAND

SHIP TO ARRIVE IMMEDIATE SEAFREIGHT

DISCHARGE PORT SUVA , FIJI

PRODUCT "TI-PURE" PIGMENT R902 28 25 KG
NZ PROD. CODE CP55020101
IMIS CODE CP550201
QUANTITY 8000 KG
PRICE \$US 1.30 PER KG/CIF

PRODUCT "TI-PURE" PIGMENT R960 09 25 KG
NZ PROD. CODE CP55020108
IMIS CODE CP550201
QUANTITY 6000 KG
PRICE \$US 1.30 PER KG/CIF

PRODUCT TI-PURE PIGMENT R900 PQ28 25 KG
NZ PROD. CODE CP55020103
IMIS CODE CP550201
QUANTITY 4000 KG
PRICE \$US 1.30 PER KG/CIF

DOCUMENTS TO MARIE HODGE

FOR RESALE TO RESENE PAINTS (FIJI) LTD
SUVA
FIJI

COMMENTS PLEASE SHIP ON THE FIRST AVAILABLE VESSEL

ACKNOWLEDGEMENT PLEASE ACKNOWLEDGE RECEIPT OF THIS ORDER
BY TELEX AND ADVISE OF EX PLANT AND EX PORT
DATES AS SOON AS POSSIBLE TO THE UNDERSIGNED

JBmm 32715
Ship 8/5
Plc 7/29
Etr. wdg 9h

N37196.03

DUP050040336

SENDER

KIND REGARDS
LEONIE CARTER
Du Pont (New Zealand) ltd

NEWOC #5 92/07/14 - 00:42:14

DUP050040337