

AUTHENTICATED COPY
AMERICAN EXPRESS BANK
200 VESEY ST. N.Y. N.Y. 10285
L/C REF # 243832

GEO2 7422454A001 (/6480) 04/26/92 23:54

AUTHORIZED SIGNATURE (S)

FROM: A1AMEX25
RE: INBOUND TELEX

921187015

A.E.I.B.O

TO:- AMERICAN EXPRESS BANK LIMITED NEWYORK USA (.), AM 8

1992 APR 27

AC DEPARTMENT

AMERICAN EXPRESS BANK
24000
BY
AC#

FROM:- AGRANI BANK, PURANA PALTAN BRANCH, DHAKA, BANGLADESH (.)

MESSAGE NO. 7260 DATED 26TH APRIL '92 (.)

TEST ~~24000~~ FOR USD.24,000.00 WITH OUR PRINCIPAL BRANCH ON 26TH (.)

WE HAVE ESTABLISHED OUR IRREVOCABLE LETTER OF CREDIT NO.6423/43/29/92

DATED 26.04.1992 AS PER DETAILS GIVEN BELOW :-

BENEFICIARY :- M/S. E.I. DUPONT DE NEMORS AND CO. (INC) ., CHEMICALS

AND PIGMENTS DEPARTMENT, BRANDYWING BUILDING, ROOM NO: 15242,

WILMINGTON, DELWARE 19898 U.S.A. (.)

APPLICANT :- M/S. RED ROSE INTERNATIONAL 1083/1, MALIBAG

CHOWDHURY PARA ,DHAKA BANGLADESH C/O. AGRANI BANK , MALIBAG

BRANCH, DHAKA (.)

AMOUNT :- USD.24,000.00 (SAY TWENTY FOUR THOUSAND ONLY) CANDF

CHITTAGONG (.)

SHIPMENT FROM :- ANY USA SEA PORT TO CHITTAGONG (BANGLADESH) BY
STEAMER (.)

PARTIAL SHIPMENT :- PROHIBITED (.)

PAGE

OF

4

TRANSHIPMENT ALLOWED(..)

9. SHIPMENT MUST BE MADE BY REGULAR LINER VESSEL OR CONFERENCE LINER VESSEL IN APPROVED LIST OF LLOYD REGISTER AND SHE IS NOT MORE THAN 15 YEARS OLD AND A CERTIFICATE TO THIS EFFECT BY SHIPPING COMPANY MUST BE ENCLOSED(..)

INSTRUCTION FOR NEGOTIATING BANK

UPON NEGOTIATION THE NEGOTIATING BANK IS AUTHORISED TO CLAIM REIMBURSEMENT BY AIR MAIL FROM OUR HEAD OFFICE ACCOUNT NO.708321 MAINTAINED WITH AMERICAN EXPRESS BANK LIMITED, AMERICAN EXPRESS TOWER WORLD FINANCIAL CENTER NEWYORK N.Y. 10285-2150 U.S.A. ACCOMPANIED BY A CERTIFICATE TO THE EFFECT THAT THE DOCUMENTS ARE DRAWN STRICTLY IN CONFORMITY WITH THE TERMS OF CREDIT AND THE SAME HAVE BEEN SENT TO THE ISSURING BANK(..)

A
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Y
THIS LETTER OF CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDIT (1983 REVISION) I.C.C. PUBLICATION NO.400(..) THIS IS FULL TEXT OPERATIVE L/C AND NO MAIL CONFIRMATION WILL FOLLOW(..)
PLEASE ADVISE BENEFICIARY (..)2535.-

PURANAGRANI

DHAKA

632550 ABD BJ

.....
NN-NN

PAGE 4 OF 4

THE GUIDERS LTD



2/2 R.K. MISSION ROAD (1ST FLOOR) G.P.O. BOX NO. 3339
DHAKA, BANGLADESH. TEL: 237099
TLX: 632165 GIDER BJ FAX: 880-2-863323
CABLE: GUIDERSTD

C.C.I.&E.S. Registration No. B 4157

Bangladesh Bank Permission No. EC/DA/INV/729/1867/87 (GEN)

INDENT NO. TGL - 017

DATE 17.02.1992

BUYERS:

M/S. CRECENT ENTERPRISE,
5, CHAWK BAZAR,
D H A K A,
BANGLADESH.

SELLERS:

M/S. E.I. DU PONT DE NEMOURS & CO. INC.,
CHEMICALS & PIGMENTS DEPARTMENT,
BRANDYWING BUILDING, ROOM NO:15242,
WILMINGTON, DELWARE 19898, U.S.A.

Quantity	Product	C&F Price Per MT.	Amount US\$.
15 MT.	TITANIUM DI-OXIDE RUTILE R-900.	US\$. 1,600.00	TOTAL US\$ 24,000.00 =====

H. S. CODE NO: 3206.10

MARKS : TGL/CE/DHAKA VIA CHITTAGONG.

PACKING : 25 KGS. STANDARD SEA WORTHY BAG.

PAYMENT : AGAINST CONFIRMED IRREVOCABLE LETTER OF CREDIT TO BE CONFIRMED BY A
FIRST CLASS U.S.A. BANK & CONFIRMATION CHARGES ARE ON OPENER'S ACCOUNT.

DELIVERY : PROMPT. ORIGIN : U.S.A.

SHIPMENT FROM ANY U.S.A. PORT. TO CHITTAGONG PORT. PER: STEAMER.

IMPORTANT : Before Signing the Indent, the Importer should check carefully wheather the above mentioned merchandise are covered by the respective ITC schedule of the Import licence mentioned herein. It is the Importer's responsibility for any misdeclaration of the merchandise and for any contravention of the Import control Regulation or Sea/Air/Land Customs act. The Import under this Indent is at Importer's risk and responsibility.

REMARKS

- 2 Non-negotiable copy of Bill of Lading and 6 copies of Invoice to be Airmailed to the Agents soon after the shipment.
- A certificate from a Govt. recognised Chamber of Commerce & Industry; Certifying the Country of Origin of the goods should accompany the shipping document.
- The C&F Value of Shipping Invoice not exceed of..... Quantities of the above goods may please be adjusted proportionately (if necessary) in order to utilize the maximum value of Licence or letter of credit.

ACCEPTED BY BUYERS

AUTHORISED SIGNATURE

ON BEHALF OF SELLERS

AUTHORISED SIGNATURE

N36202.01

DUP050039002

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
06/12 10:15

CUST ORD NR: TGL-017
DUPONT ORD NR: JBMM32167
STATUS: ORIGINAL

PACK DT: 06/12/92
SHIP PT: GULFPORT/EXPORT
MS

EXPORT CASE MARKS:

DEST: BANGLADESH

TGL-017
CE
DHAKA VIA
CITTAGONG

"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.

LETTER OF CREDIT INFORMATION
L/C #: IMG/CASH/510/92
ADVICE #: 204837
AMT: 24000.00
EXPIRE DATE: 08/09/92
XBA, SANDI MULLIGAN

NR.OF	DESCRIPTION OF EACH PACKAGE	NET QTY	PKG
PKGS	EA. PKG	NRS	
	TYPE: PK2P		
	STRETCH WRAPPED UNITS 20 BAGS/25 KG		
	(55.11#) EA DBL ENT PLT		
2	"TI-PURE" RUTILE R900 W28	500.00	1
	75 R900	KG -	2

DIMENSIONS:

PER PKG:	IN: LG: 48.0	WD: 40.0	HT: 17.0	CU.FT: 18.88
	CM: LG: 121.9	WD: 101.6	HT: 43.2	CU.M: 0.54
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: 1213.00	LBL: 1102.20	NET: 1102.20	PLT: 100.0
	KG: GRS: 550.22	LBL: 500.00	NET: 500.00	PLT: 45.4

NR.OF	DESCRIPTION OF EACH PACKAGE	NET QTY	PKG
PKGS	EA. PKG	NRS	
	TYPE: PK4P		
	STRETCH WRAPPED UNITS 40 BAGS/25 KG		
	(55.11#) EA DBL ENT PLT		
14	"TI-PURE" RUTILE R900 W28	1000.00	3
	75 R900	KG -	16

DIMENSIONS:

N36205

DUP050039010

American Express Bank Ltd.

New York Agency—Letter of Credit Dept.

World Financial Center No. 3

200 Vesey Street, New York, New York 10285-2100

Cable: Expresbank • Telex: ITT-421044, WUI 62297



NEW YORK, APRIL 27, 1992

OUR REFERENCE NO. 203832

THEIR NO.
6423/43/29/92

ISSUING BANK:
AGRANI BANK INTL DIVISION
PURANA PALTAN BRANCH
DHAKA, BANGLADESH

BENEFICIARY:

M/S E.I. DUPONT DE NEMORS AND CO.
(INC) CHEMICALS AND PIGMENT DEPT.
BRANDYWING BUILDING ROOM 15242
WILMINGTON, DELAWARE 19898

EXPIRY: JUNE 30, 1992

AMOUNT NOT EXCEEDING:
U S DOLLARS 24,000.00

GENTLEMEN:

WE ADVISE YOU THAT THE ABOVE NAMED CORRESPONDENT HAS OPENED AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR AND ATTACH HERETO A COPY OF THEIR TELEX. THIS LETTER IS SOLELY AN ADVICE OF OUR CORRESPONDENT'S CREDIT AND CONVEYS NO ENGAGEMENT BY US.

OUR CORRESPONDENT INFORMS US THAT ALL BANKING CHARGES OUTSIDE BANGLADESH ARE FOR YOUR ACCOUNT, THEREFORE WE WILL DEDUCT OUR FEES FROM THE PROCEEDS AS FOLLOWS:

- A) ADVISING COMMISSION \$75.00(PASS ON) \$100.00(FULL DETAILS ON OUR FORM)
- B) AMENDMENT COMMISSION \$75.00
- C) NEGOTIATION/PAYMENT COMMISSION 1/8% OF 1% MIN. \$150.00
- D) ACCEPTANCE/DEFERRED PAYMENT AS ARRANGED PLUS 1/10% MIN. \$150.00
HANDLING FEE
- E) TELEX/POSTAGE/COURIER CHARGES AS APPLICABLE
- F) CONFIRMATION FEE AS ARRANGED (IF ANY)
- G) DISCREPANCY \$75.00 (IF ANY)

THE ABOVE CHARGES/COMMISSION ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE

PLEASE PROVIDE US WITH AN EXTRA PHOTOCOPY OF YOUR ORIGINAL COMMERCIAL INVOICE (BESIDES THOSE REQUIRED IN THE L/C) AND BILL OF LADING OR AIRWAYBILL WHERE APPROPRIATE.

WHEN COMMUNICATING WITH US ABOUT THIS CREDIT, PLEASE MENTION OUR REFERENCE NUMBER INDICATED ABOVE. PLEASE DIRECT ANY QUESTIONS REGARDING ISSUANCE/AMENDMENTS/PAYMENTS OR DOCUMENTARY STATUS TO (212) 298-3190.