

COUNTRY U.K. CUSTOMER Acton Jurg CUST NO. 628 4735784 PRODUCT 96-678 ORDER NO. 283

KEY DATES

SCHED. _____ RE-SCHED. _____
CREDIT HOLD _____
NOTIFIED MGTG/DISTR. _____
RELEASED PER. _____
SLG/FLT DATE _____

CHECK LIST

____ SHIPPING POINT
____ ACK TO CUSTOMER/INVOICING

ROUTE SLIP (FOR TYPING)

____ TT ORDER/ALT.
____ P/L
____ SPACE REQ/TLX
____ FWDR INST. LETTER
____ EXPORT DEC./MEX. LTR.
____ EXP. LIC. EXPIRE
____ CREDIT REFERRAL
____ AIR TELEX
____ DRAFT

ROUTING

____ SHIP VIA AIR - PPD/COL
____ SHIP VIA OCEAN - PPD/COL
____ SHIP VIA _____ - PPD/COL
FWDR/PORT _____

VERIFICATION

PRICE _____
ACK VS ORDER _____
I/L, L/C VS ORDER _____
MASTER LETTER _____
P/L _____
INVOICE _____
FREIGHT _____

@ L/C
@ I/L
@ P/L
@ TRIGGER
@ P/L SUMMARY
@ BOOKING/FLT. INFO
@ INVOICE
@ COMMISSION INVOICE
@ EXPENSE INVOICE
@ SAMPLE APPROVAL

____ REC'D
____ REC'D
____ REC'D
____ REC'D
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____ REC'D
____ REC'D
____ REC'D
____ REC'D
____ REC'D

____ EXPIRY DATE
____ EXPIRY DATE

____ LOGGED ON STATUS

____ DOCS OR TLX TO FORWARDER FOR BOOKING
____ INVOICES TO FORWARDER OR CUSTOMER
____ FILE COMPLETE

CANADA

____ EXPORT DEC TO INV'G FOR MA
____ MAILED TO PLANT/WHSE

MEXICO

____ DOCUMENTS TO BORDER BROKER

MSG FROM: KANEJD --ISDCVM3 TO: MULLIGSS--ISDCVM3

11/15/91 09:37:27

To: MULLIGSS--ISDCVM3 Sandra S Mulligan

From: Joseph D. Kane

BDP Int'l

236-8947

Subject: E28-47257 / JBMM28358 100 TONS, TIPURE R960-78

HI SANDI,

JANINE AT SEALAND WANTS TO KNOW IF THEY WANT TO PAY ON THIS SIDE
OR OVERSEAS.

PLEASE ADVISE.

THANKS.

*** Forwarding note from MULLIGSS--ISDCVM3 11/15/91 07:41 ***

To: KANEJD --ISDCVM3

*** Reply to note of 11/14/91 13:27

From: SANDI MULLIGAN - MLS - CP - READ BLOG - (302)695-5231

Subject: E28-47257 / JBMM28358 100 TONS, TIPURE R960-78

MORNIN', JOE!!

OKAY, THIS IS A GO.....PLEASE LET ME KNOW IF THERE IS ANYTHING
FURTHER YOU NEED FROM ME TO MOVE THIS ALONG.
THANKS FOR ALL YOUR HELP. I REALLY DO APPRECIATE IT.

SANDI MULLIGAN

INTL. CUST. REP.

INTERNATIONAL CUSTOMER SERVICE

N37198.01

DUP050040346

MSG FROM: DOLBYLS --EUROPE TO: MULLIGSS--ISCDCVM3
To: MULLIGSS--ISCDCVM3 MULLIGAN Sandi

11/15/91 09:24:46

Len Dolby, DuPont UK Stevenage Ducom (973)4477 Fax (973)4621

Subject: E28-47257 / JBMM28358 100 TONS, TIPURE R960-78
YES PLEASE, GO AHEAD WITH DIVERSION. Cost is peanuts compared to shipping to
Acton Grange, unstuffing, reloading, and on_shipping.
Regards. Len
*** Forwarding note from KANEJD --ISCDCVM3 11/14/91 13:27 ***
To: MULLIGSS--ISCDCVM3 Sandra S Mulligan

From: Joseph D. Kane BDP Int'l 236-8947
Subject: E28-47257 / JBMM28358 100 TONS, TIPURE R960-78

HI SANDI,

I'M FOLLOWING UP WITH THIS REQUEST. HERE'S WHAT I FOUND OUT FROM
SEALAND SERVICE. JANINE JUST REC'D TELEX BACK FROM HER OFFICE OVERSEAS.
WE CAN DIVERT CARGO TO ANTWERP, HOWEVER THEY WILL NOT BE ABLE TO TAKE CARGO
OFF AT ROTTERDAM, DUE TO THE FACT THERE ARE TOO MANY RE-STOWS INVOLVED, FOR
OTHER CONTAINERS ON BOARD VESSEL. THE WAY THIS WOULD WORK IS SEALAND WOULD
TAKE CARGO OFF AT FELIXSTOWE ON 11/24/91, THEN FEEDER CARGO ON VESSEL
"EXPRESS" VOY# 24 WHICH WOULD SAIL FELIXSTOWE ON 11/28/91 AND ARRIVE ROTTERDAM
ON 11/29/91, THEN BE TRUCKED TO ANTWERP, WHICH WOULD ARRIVE POSSIBLY SAME DAY,
OR MONDAY 12/02/91 LATEST.
FOLLOWING CHARGES WOULD APPLY TO THIS MOVE.
\$128.00 CHARGE PER BOX TO DIVERT TO ANTWERP
\$110.00 TARIFF ADMINISTRATION DIVERSION CHARGE.
DOES CUSTOMER WANT TO DIVERT CARGO?
IF SO, PLEASE ADVISE, AND I WILL CHANGE IMMEDIATELY
IF I CAN BE OF ANY MORE ASSISTANCE, PLEASE ADVISE.
THANK YOU.

*** Forwarding note from MULLIGSS--ISCDCVM3 11/13/91 08:58 ***
To: KANEJD --ISCDCVM3

From: SANDI MULLIGAN - MLS - CP - READ BLDG - (302)695-5231
Subject: E28-47257 / JBMM28358 100 TONS, TIPURE R960-78
JOE,

PLEASE SEE THE ATTACHED NOTES FROM LEN DOLBY AND IRIS HUF.
IS THIS A POSSIBILITY?
THANKS MUCH.

SANDI MULLIGAN
INTL. CUST. REP.

INTERNATIONAL CUSTOMER SERVICE

*** Forwarding note from DOLBYLS --EUROPE 11/13/91 14:25 ***
To: MULLIGSS--ISCDCVM3 MULLIGAN Sandi

Len Dolby, DuPont UK Stevenage Ducom (973)4477 Fax (973)4621

Subject: E28-47257 / JBMM28358 100 TONS, TIPURE R960-78
Hi Sandi - you know that I specialise in finding little " out-of-the-ordinary"
things for you - my good friend Iris Huf in Antwerp would be very
happy if you can have BDP sort this one for us

We need to change the B/L Consignee to - Du Pont de Nemours DISA
(Belgian branch)
the Notify Party to - Du Pont de Nemours DISA
(Belgian branch)

Have the 5 containers discharged on Continental mainland, final destination
Du Pont, Antwerp Distribution Centre.

N37198.02

DUP050040347

Please confirm to me and Iris that this can and will be done, and have replacement Express B/L's issued many thanks, this saves a fair bit of cost.

Regards. Len

*** Forwarding note from DOLBYLS --EUROPE 11/13/91 12:02 ***

To: HUF I --EUROPE HUF Iris

Len Dolby, DuPont UK Stevenage Ducom (973)4477 Fax (973)4621

Subject: E28-47257 / JBMM28358 100 TONS, TIPURE R960-78

ON THE "SEALAND SERVICE" VOYAGE 43, EXPRESS B/L 031167737, ARE 5 CONTAINERS
= 90 TONS, WHICH WILL ARRIVE ON MAINLAND CONTINENT IN A FEW DAYS.

ETA FELIXSTOWE WAS 26 NOV.

I CAN EASILY RELEASE THIS MATERIAL TO YOU IN YOUR HOUR OF NEED - ALL THAT'S
REQUIRED IS FOR THE u>s> FORWARDER TO RE-CUT THE B/L, TO TERMINATE WITH YOU.

PLEASE ADVISE ME WHETHER THIS IS O.K. FOR YOU (AND, I'LL STILL RELEASE
ANOTHER 20 TONS FOR SIGMA, IMMEDIATE SHIPMENT EX ACTON GRANGE)

Regards. Len

cc: HUF I --EUROPE HUF Iris MANACKK --EUROPE MANACKER Koen van

cc: DOLBYLS --EUROPE HUF I --EUROPE

cc: HUF I --EUROPE HUF Iris

MSG FROM: SMETK --EUROPE TO: MULLIGSS--ISCDCVM3
To: GODWINLA--ISCDCVM5

11/13/91 15:04:29

From: KRIS SMET * ADC CHEMICALS * BELGIUM
Subject: E28-47257 / JBMM28358 100 TONS, TIPURE R960-78

CAN YOU PLS PROFS ME THE DETAILS FOR THESE 5 CONTAINERS
JBMM28358 E2847257 (how much of each lot R960/78)

THANKS A LOT.

*
KIND REGARDS KRIS TEL : B-3-543-1-238 EUROPE SMETK *
*** Forwarding note from HUF --EUROPE 11/13/91 14:41 ***
To: SMETK --EUROPE Kristiaan Smet

From: IRIS HUF CUSTOMER SERVICE ADC
Subject: E28-47257 / JBMM28358 100 TONS, TIPURE R960-78
for info but wait until Sandi comes back.
Regards*** IRIS ***

Customer Service C & P
Tel 32/3/5431211 (direct dial 5431285)
Fax 32/3/5420119

*** Forwarding note from DOLBYLS --EUROPE 11/13/91 14:25 ***
To: MULLIGSS--ISCDCVM3 MULLIGAN Sandi

Len Dolby, DuPont UK Stevenage Ducom (973)4477 Fax (973)4621

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Regards. Len

*** Forwarding note from DOLBYLS --EUROPE 11/13/91 12:02 ***
To: HUF --EUROPE HUF Iris

Len Dolby, DuPont UK Stevenage Ducom (973)4477 Fax (973)4621

Subject: E28-47257 / JBMM28358 100 TONS, TIPURE R960-78

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PLEASE ADVISE ME WHETHER THIS IS O.K. FOR YOU (AND, I'LL STILL RELEASE

N37198.03

DUP050040351

Regards. Len

cc: HUF1 --EUROPE HUF Iris MANACKK --EUROPE MANACKER Koen van

cc: MULLIGSS--ISDCVUM3 SANDI MULLIGAN

MSG FROM: KANEJD --ISDCVUM3 TO: MULLIGSS--ISDCVUM3
To: MULLIGSS--ISDCVUM3 Sandra S Mulligan

11/13/91 09:49:48

From: Joseph D. Kane BDP Int'l 236-8947
Subject: E28-47257 / JBMM28358 100 TONS, TIPURE R960-78

HI SANDI,

JUST TALKED TO SEALAND ABOUT DIVERTING CARGO TO ANTWERP. JANINE
AT SEALAND WILL BE CALLING BACK WITH ETA INFORMATION, AS WELL AS WHAT THE
COST IS TO DIVERT CARGO.

I WILL ADVISE AS SOON AS POSSIBLE. THANKS.

*** Forwarding note from MULLIGSS--ISDCVUM3 11/13/91 08:58 ***

To: KANEJD --ISDCVUM3

From: SANDI MULLIGAN - MLS - CP - READ BLDG - (302)695-5231

Subject: E28-47257 / JBMM28358 100 TONS, TIPURE R960-78

JOE,

PLEASE SEE THE ATTACHED NOTES FROM LEN DOLBY AND IRIS HUF.

IS THIS A POSSIBILITY?

THANKS MUCH.

SANDI MULLIGAN

INTL. CUST. REP.

INTERNATIONAL CUSTOMER SERVICE

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Subject: E28-47257 / JBMM28358 100 TONS, TIPURE R960-78

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Regards. Len

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To: HUF I --EUROPE HUF Iris

Len Dolby, DuPont UK Stevenage Ducom (973)4477 Fax (973)4621

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REQUIRED IS FOR THE u>s> FORWARDER TO RE-CUT THE B/L, TO TERMINATE WITH YOU.

N37198.04

DUP050040353

ANOTHER 20 TONS FOR SIGMA, IMMEDIATE SHIPMENT EX ACTON GRANGE)

Regards. Len

cc: HUF1 --EUROPE HUF Iris MANACKK --EUROPE MANACKER Koen van

E. I. DU PONT DE NEMOURS & CO. (INC.)
DU PONT CHEMICALS
WILMINGTON, DELAWARE 19898 U.S.A.

INVOICE NO.

173 1115661

CUSTOMER ORDER NO.

E2847257PT1

DU PONT ORDER NO.

JBM M 28358 A00

PAGE NO.

1

INVOICE DATE

11/06/91

PAYMENT TERMS

N 60

ACCOUNT NO.

X003900

DATE SHIPPED

11/06/91

SHIPPING WEIGHT

209340

SOLD TO
DU PONT DE NEMOURS INTERNATIONAL S A
P O BOX 50
2 CHEMIN DU PAVILLON
CH 1218 LE GRAND SACCONEX
GENEVA SWITZERLAND

SID NO.
JBMM28358

FREIGHT TERMS

SHIP TO
DU PONT (UK) LTD
ACTON GRANGE DISTRIBUTION CENTRE
BIRCHWOOD LANE
MOORE NEAR WARRINGTON
CHESHIRE ENGLAND

VIA: PPD OCEAN FRT

SHIPPING TERMS

DES
FELIXSTOWE
SHIP FROM: GULFPORT/EXPORT MS

QUANTITY	UNIT	PRODUCT AND DESCRIPTION	UNIT PRICE	AMOUNT
90000.00	KG	3600 BAG 25 KG NET 2846 "TI-PURE" RUTILE R960 DISA CODE 10L78 -THESE COMMODITIES ARE LICENSED BY THE UNITED STATES FOR ULTIMATE DESTINATION ENGLAND. DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED.	0.86000	77400.00
TOTAL				77400.00

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. CHG FRT 7083-2846-156-J65-765

00144696 J65 765 00 1107 2 0 X6C A 99 5L

N37198.05

DUP050040356

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.