



The parties hereto agree that this Order Acknowledgement constitutes an agreement for the purchase of goods, and the shipment and purchase of the goods described herein is subject to and shall be governed by the terms and conditions below.

## **TERMS AND CONDITIONS**

In consideration of the mutual promises contained herein, Arkwright Incorporated ("Seller") agrees to sell to the person, firm or corporation named on the face hereto ("Buyer") the products and goods described on the face hereof (the "Products") and the buyer agrees to purchase, accept delivery and pay for the Products subject to the following terms and conditions:

1. **Price and Delivery.** They Buyer agrees to pay the Seller for the Products at the price specified on the face of this agreement, which price shall be F.O.B. Seller's Plant, Fiskeville, Rhode Island. The price specified herein shall be valid for thirty (30) days, and may, at the option of the Seller and without notice to the Buyer, be increased at any time subsequent to such thirty (30) day period and prior to receipt by Seller of a copy of this agreement. The buyer agrees to pay all amounts due or to become due hereunder, including such price increases.
2. **Payment.** a. Buyers having established credit with Seller shall pay all amounts due hereunder within 30 days from the date of shipment. Buyers without established credit shall make full payment on or prior to shipment. The Buyer agrees to pay interest on amounts outstanding beyond such 30 day period at the rate of 1.5% per month. The seller shall have the right to terminate this agreement or suspend shipment of any order or any portion thereof in the event that any amount owing from Buyer to Seller is past due or if the Buyer's credit becomes unsatisfactory to the Seller in any way whatsoever.  
b. All taxes (other than on income), duties and other governmental charges now or hereafter imposed on the sale, storage or use of the Products (or on Seller, or required to be paid or collected by Seller, by reason of the manufacture, transportation, sale or use of the Products), shall be paid by Buyer in addition to the purchase price.
3. **Delays.** The scheduled shipment dates, if any, specified on the face hereof are approximate only. Seller will use its reasonable good faith efforts to schedule shipments at or near the dates specified, but shall have no liability for any loss, claim or damage, direct, incidental, consequential or otherwise, to the Buyer for any failure of Seller to perform, or any delay in performing any obligation hereunder for any reason whatsoever, except as specified in paragraph 5.
4. **Specifications.** All Products shall be made in conformance with applicable Seller specification unless otherwise agreed upon by Buyer and Seller in writing.
5. **Inspection.** The Buyer shall inspect the Products upon tender of delivery to Buyer. Buyer shall promptly, but in no event more than five (5) days from the date of receipt of delivery of the Products at Buyer's Plant, notify the Seller of the receipt of damaged Products or shortfall in delivery, as the case may be, together with relevant details of such damage or shortfall. Products considered to be defective by customers must be sampled through our Customer Service Department before shipment will be authorized for return. Product shipped to Arkwright without an authorization number and no tin accordance with our shipping instructions will be returned to the sender. Errors in ordering or change sin product preference do not justify return of product for replacement or credit.
6. **Limited warranty.** Seller warrants to Buyer that all Products manufactured and sold hereunder by Seller are free from defects in material and workmanship. Seller shall, at its discretion, either refund the price of the Products or repair or replace free of charge any of the Products found to its satisfaction to be defective due to Seller's faulty design, materials, or workmanship, provided that the Products shall have been maintained and used in compliance with Seller's recommendations for use and shall not have been modified or repaired other than by Seller. This limited warranty is in effect up to six (6) months after the date of sale of Products.

Where Seller has manufactured Products to designs or specifications of Buyer. Seller shall have no liability for design errors or other defects of any kind whatsoever.

THIS WARRANTY IS EXCLUSIVE AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FO RA PARTICULAR PURPOSE. SELLER'S SOLE RESPONSIBILITY IS AS STATED HEREIN. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES.

Seller reserves the right o make such design modifications as Seller may deem necessary to keep abreast of technical innovations and improve the Seller's products, including the Products.

7. **Trademarks.** Buyer shall not resell the Products under any trademark of Buyer, except with Seller's prior written consent.

In case of Products manufactured pursuant to Buyer's designs and specifications, Buyer shall indemnify Seller against all damages, penalties, costs and expenses involving infringement of any trademark, patent, copyright or registered design for which seller may become liable through any work done by Seller in accordance with such designs and specifications.

8. **Assignment.** No right or interest in, this agreement shall be assigned by Buyer without the prior written consent of Seller. Any attempted assignment without such consent shall be void.
9. **Governing Law.** This agreement and the interpretation of the provisions hereof shall be governed by the laws of the State of Rhode Island.
10. **Modifications.** This agreement is intended by the parties as a final expression of their agreement, and may not be modified except in writing signed by both parties.
11. **Waiver.** No waiver by Seller of any breach by Buyer of any provision of this agreement shall be deemed a waiver of future compliance with such provision or any other provisions hereof.



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b. All taxes (other than on income), duties and other governmental charges now or hereafter imposed on the sale, storage or use of the Products (or on Seller, or required to be paid or collected by Seller, by reason of the manufacture, transportation, sale or use of the Products), shall be paid by Buyer in addition to the purchase price.
3. **Delays.** The scheduled shipment dates, if any, specified on the face hereof are approximate only. Seller will use its reasonable good faith efforts to schedule shipments at or near the dates specified, but shall have no liability for any loss, claim or damage, direct, incidental, consequential or otherwise, to the Buyer for any failure of Seller to perform, or any delay in performing any obligation hereunder for any reason whatsoever, except as specified in paragraph 5.
4. **Specifications.** All Products shall be made in conformance with applicable Seller specification unless otherwise agreed upon by Buyer and Seller in writing.
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6. **Limited warranty.** Seller warrants to Buyer that all Products manufactured and sold hereunder by Seller are free from defects in material and workmanship. Seller shall, at its discretion, either refund the price of the Products or repair or replace free of charge any of the Products found to its satisfaction to be defective due to Seller's faulty design, materials, or workmanship, provided that the Products shall have been maintained and used in compliance with Seller's recommendations for use and shall not have been modified or repaired other than by Seller. This limited warranty is in effect up to six (6) months after the date of sale of Products.

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Seller reserves the right o make such design modifications as Seller may deem necessary to keep abreast of technical innovations and improve the Seller's products, including the Products.

7. **Trademarks.** Buyer shall not resell the Products under any trademark of Buyer, except with Seller's prior written consent.

In case of Products manufactured pursuant to Buyer's designs and specifications, Buyer shall indemnify Seller against all damages, penalties, costs and expenses involving infringement of any trademark, patent, copyright or registered design for which seller may become liable through any work done by Seller in accordance with such designs and specifications.

8. **Assignment.** No right or interest in, this agreement shall be assigned by Buyer without the prior written consent of Seller. Any attempted assignment without such consent shall be void.
9. **Governing Law.** This agreement and the interpretation of the provisions hereof shall be governed by the laws of the State of Rhode Island.
10. **Modifications.** This agreement is intended by the parties as a final expression of their agreement, and may not be modified except in writing signed by both parties.
11. **Waiver.** No waiver by Seller of any breach by Buyer of any provision of this agreement shall be deemed a waiver of future compliance with such provision or any other provisions hereof.

**ORDER : 46**  
 Customer PO : AO  
 Order Date : 31/05/2006  
 Print Date : 31/05/2006  
 Page : 5 of  
 Sales Rep. : 434340070

**ORDER ACKNOWLEDGEMENT**

Quantity (unit)	Description	Scheduled Delivery	Price (unit)	Net Amount (EUR)
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00
123 ()	Greif Item Number : SOH-AO SOH216 08/08/08 CB20 88 9051/9051/9051 0 0	31/05/2006	0,000 ()	0,00

Nostro num 29  
 NOSTRO NUM.

Carrier : FORNI SEBASTIANO AUTOTRASPORTI	Delivery terms : Porta Colombo	Nett amount : EUR	0,00
VAT number : IT 00197110828	Payment terms : RIMESSA DIRETTA 60 GG FM	Total VAT : EUR	0,00
		Total amount : EUR	<b>0,00</b>

Ship from Whs:  
 IPS Italia  
 1 Via Lunga Mare  
 2334434 Melzo (Milan)  
 Italia

Trade registration  
 Bank information 1  
 Bank information 2

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Company Italia  
Via Da Vinci  
2334434 Melzo (MI)  
Italia  
Tel. +23 34-43 40 93 / Fax. +93 34-34 439 998  
VAT No. IT 00815310156  
Internet www.greif.com

## ORDER ACKNOWLEDGEMENT

Yours Faithfully,  
Greif

<b>ORDER</b>	:	<b>46</b>
Customer PO	:	AO
Order Date	:	31/05/2006
Print Date	:	31/05/2006
Page	:	7 of
Sales Rep.	:	434340070

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