



DRVTECH

3415 Duluth Park Lane
Suite 200
Duluth, GA 30097
(678) 417-1501
www.drvtech.com

Purchase Order

P146066 - 03

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCES, AND OTHER DOCUMENTATION. FAILURE TO DO SO WILL DELAY PAYMENT.

VENDOR: TECHNOLOGY MANUFACTURING INTL., LTD
TEL:(800)555-1212 FAX:(800)555-2121

WHISTLING INC
55 PEACHTREE BL.
MYRTLE BEACH, SC 34695

SHIP TO: TECHNOLOGY MANUFACTURING
INTERNATIONAL, LIMITED
ATLANTA, GA USA
30096



ORDER PLACED WITH
SUZANE STEVENS

BILL TO ADDRESS
TECHNOLOGY MANUFACTURING
INTERNATIONAL, LIMITED
ATLANTA, GA USA
00555-1558

PAGE NO.
1

<u>PHONE NO.</u>	<u>FAX NO.</u>
866 378-3366	678 417-1501

<u>P.O. DATE</u> 8/08/07	<u>VENDOR NO.</u> ANSLEY	<u>SHIP VIA</u>	<u>FOR DESCRIPTION</u>	<u>TERMS</u>	<u>DELIVERY DATE</u>
<u>SPECIAL CHARGES</u>		<u>FREIGHT</u>	<u>BUYER</u> JOHN REEV <u>PHONE #</u> (800) 555-1212 2239		

	QUANTITY	U-M	UNIT PRICE	AMOUNT
****REVISION--03--****				
1 ITEM- 17Z52CRL NAT. PEACHTREE FLA. WONF *BLANKET	50000.000	LB	8.0000	
TOTAL BLANKET ORDER QTY.** SEE BELOW				
#0001 DELIVER ON 8/15/07	1500.000	LB	8.0000	12000.00
#0002 DELIVER ON 9/05/07	2000.000	LB	8.0000	16000.00
#0003 DELIVER ON 9/17/07	1500.000	LB	8.0000	12000.00
#0004 DELIVER ON 9/25/07	5000.000	LB	8.0000	40000.00
#0005 DELIVER ON 9/18/07	5000.000	LB	8.0000	40000.00
#0006 DELIVER ON 9/25/07	2000.000	LB	8.0000	16000.00
TOTAL OUTSTANDING	17000.000			136000.00

ALL MATERIALS (PACKAGING) SHIPPED AGAINST THIS ORDER MUST MEET ALL PEPSICO SPECIFICATIONS.

SPECIAL INSTRUCTIONS TO VENDOR

SEND INVOICE AND REMITTANCE COPY WITH THE ORIGINAL BILL OF LADING TO OUR POSTAL ADDRESS AT TIME OF SHIPMENT. PLEASE ENTER OUR ORDER FOR MATERIAL LISTED HEREWITH AT PRICES, TERMS AND CONDITIONS LISTED HEREON. TITLE TO AND RISK OF LOSS IN THE MATERIAL ORDERED HEREIN REMAIN WITH THE VENDOR WE SAY SO

FOR INFORMATION CONCERNING THIS ORDER, PLEASE CONTACT

John Hancock
AUTHORIZED SIGNATURE

136000.00
PURCHASE ORDER TOTAL AMOUNT

THIS ORDER IS SUBJECT TO CONDITIONS SHOWN ON THE FACE AND THE REVERSE SIDE OF THIS PURCHASE ORDER.

SUPPLIER

STANDARD TERMS & CONDITIONS

1. Seller's acceptance of Buyer's order is made expressly conditional on Buyer's assent to the terms and conditions set forth herein, notwithstanding the provisions contained in any purchase order, acknowledgement, acceptance or other document of Buyer containing any inconsistent, supplemental, additional or different terms. Seller does not accept, and expressly disclaims, all terms and conditions other than those expressly set forth herein and those contained in any written sales contract signed between the Buyer and Seller covering products(s) delivered hereunder. Acceptance of product(s) by Buyer shall constitute assent to these Terms and Conditions.
2. Buyer shall notify Seller in writing of any alleged defects in the material, latent or otherwise, within seven (7) days after Buyer learns of the alleged defects, but in no event later than thirty (30) days after Buyer receives the product. Failure to give such notice, or the grinding, processing or in any other manner altering or changing the form of the products, or combining with other materials, shall constitute a waiver of all claims for defects. Buyer shall submit with its notification a sample of the raw product supplied from Seller and the Buyer's finished good claimed to be defective and shall afford Seller the opportunity to inspect any product in Buyer's possession. Buyer shall not return any product unless authorized in writing by the Seller.
3. Seller's liability (and Buyer's sole and exclusive remedy) with respect to any defective product shall be limited to the replacement of that portion of product or a credit to Buyer in the amount of the invoice for such product, as Seller may elect. Seller's analysis of quality and weights shall govern except in the case of proved error. Any claims for shortages must be greater than one-half of one percent (0.5%) of the gross weight of any shipment of packaged product or greater than one percent (1%) of the gross weight of bulk shipments. Claims for bulk shipments shortages must be supported by certified railroad scale tickets and Seller shall have the opportunity to have an independent weighing.
4. Seller shall not be liable for failure to deliver or for delays in delivery, as to all or any part of the material, due to acts of God, fire, flood, accident, war (declared or undeclared), terrorism, civil disorder, labor difficulties, strikes, shortages of materials, delays or defaults of suppliers or carriers, embargo, actions of governmental authorities or any other cause beyond Seller's control, irrespective of whether such cause was foreseeable or unforeseeable. In such event, Seller may allocate its available supply of product in an equitable manner and may terminate this transaction without liability as to any unallocated portion of the order.
5. SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE OR USE, OR ALLEGEDLY ARISING FROM ANY USAGE OF ANY TRADE OR FROM ANY COURSE OF DEALING, OR OTHERWISE, WHETHER ORAL OR WRITTEN, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE INVOICE AND ANY SALES CONTRACT, WHERE APPLICABLE.
6. Any action by the Buyer for claimed breach by Seller must be commenced within one (1) year after the cause of action has accrued. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSSES OR EXPENSES OF ANY KIND OF BUYER OR OF ANY OF BUYER'S CUSTOMERS, INCLUDING, WITHOUT LIMITATION, PRODUCTION COSTS, CLAIMED LOSS OF ANTICIPATED PROFITS, INJURY TO CREDIT, REPUTATION OR GOOD WILL. BUYER ASSUMES ALL RISKS AND LIABILITY FROM THE HANDLING AND USE OF THE MATERIALS AND SHALL BE SOLELY RESPONSIBLE FOR TESTING AND DETERMINING SUITABILITY OF USE IN A PARTICULAR APPLICATION.
7. Seller may furnish technical advice without charge, at its sole discretion, and Seller assumes no obligation or liability for any advice given or the results obtained therefrom. Buyer (and its customers) shall use its own independent skill and expertise in the evaluation and use of such advice and accepts such advice at its sole risk.
8. Title and risk of loss or damage to product hereunder shall pass to Buyer upon arrival at destination, or, where Buyer pays freight, when loaded into Buyer's transport. However, if the Seller is to export product outside of the United States, title and risk of loss shall pass to Buyer as indicated on the face of the sales contract or invoice. If Seller is to pay freight, selection of the carrier and routing of shipments is at Seller's option.
9. Shipping dates are approximate and conditional upon availability of product. Seller does not guaranty delivery on a specific date and time. All sums shall be considered due and payable within terms as invoiced, are payable in legal US tender unless otherwise indicated, and made payable to the order of Seller at the designated address. If Buyer is in any respect in default of any provisions of this contract, Seller may elect to defer further deliveries until the breach is cured, or terminate the contract without prejudice as to any other remedy available to Seller. If, in Seller's sole discretion, the financial responsibility of Buyer becomes unsatisfactory, Seller may demand advance cash payment and may withhold shipments until receipt. Buyer agrees to indemnify Seller for all costs, including collection and attorney's fees, associated with the enforcement of this sales contract. Interest on unpaid balances shall accrue at the lesser of 1.5% per month or the highest rate permitted by law.
10. Seller shall not be obligated to deliver in any month more than a proportionate part of the maximum quantity specified in a sales contract between the parties, determined by dividing such maximum quantity by the total number of months included in the contract period. If Buyer fails to take in any month all of such proportionate part, the undelivered quantity may, at Seller's election, be cancelled from the contract. Buyer shall use its best efforts to spot, properly unload, and return Seller's rail cars as soon as possible and shall pay detention charges to Seller in accordance with Seller's then policy.
11. Prices and terms of payments are subject to change without notice and as to any shipment will be those in effect on date of shipment. If, before shipment, Seller's costs for the material have been increased directly or indirectly by reason of any domestic or foreign law, governmental decree or regulation, including, without limitation, the imposition of any new or additional taxes, surcharge or duty, the revaluation or devaluation of currency, or import restrictions, Seller may, at its option, terminate the transaction or, to the extent lawful, increase the selling price by the amount of such increased costs. If Buyer (i) files a petition in bankruptcy; (ii) has a petition in bankruptcy filed against it, which petition is not dismissed within sixty (60) days of the date of filing thereof; (iii) seeks, obtains or has a receiver, trustee, custodian or other third party appointed to manage, control or supervise Buyer, its properties, assets or any material portion thereof; (iv) seeks relief or remedy under any federal or state law related directly or indirectly to bankruptcy, receivership, reorganization or insolvency or the protection of the rights of debtors generally; (v) is insolvent; or (vi) becomes unable to pay any material obligations (including, without limitation, any amounts due to Seller) in the ordinary course of Seller's business, then Seller shall have the right to terminate immediately any and all contracts and agreements (including, without limitation, any open purchase orders, and unfulfilled sales contracts) by and between Buyer and Seller.
12. The goods sold hereunder may be or become hazardous, whether singly or in combination with other goods or products. Buyer acknowledges that it is familiar with, and will take all steps necessary to familiarize, inform and warn its employees, agents, customers, and contractors who may handle or come into contact with the goods of all the hazards pertaining to, and proper procedures for safe use of, the goods and of the containers or equipment in which the goods may be handled, shipped, or stored. Buyer also undertakes to label as appropriate any materials which it makes or resells that includes the goods sold hereunder. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM AND AGAINST ANY CLAIM, LIABILITY OR EXPENSE (INCLUDING LEGAL FEES) INCLUDING, BUT NOT LIMITED TO, INJURY OR DEATH ARISING DIRECTLY OR INDIRECTLY FROM BUYER'S FAILURE TO SO FAMILIARIZE, INFORM, AND WARN. THESE UNDERTAKINGS APPLY IN FULL MEASURE WHETHER SELLER IS ALLEGED OR FOUND TO BE CONCURRENTLY, PARTIALLY OR JOINTLY NEGLIGENT OR AT FAULT OR LIABILITY WITHOUT FAULT IS SOUGHT TO BE IMPOSED ON SELLER.
13. Seller's waiver of any breach or failure to enforce any of the terms and conditions hereunder shall not be deemed to be a continuing waiver of any subsequent or continuing breach or a continuing waiver of the enforcement of such terms and conditions or of any other terms and conditions and such waiver shall not in any way effect, limit or waive, by reason of any course of performance, dealing, usage of trade or otherwise, Seller's rights to enforce and compel strict compliance with every term and condition hereof.
14. The terms of this Invoice may not be modified or terminated other than as herein provided, nor any of its provisions waived, except by a writing signed by the party to be charged, may not be assigned by Buyer, and shall be governed by and construed in accordance with the laws of the State of Delaware, the state of Seller's formation, without giving effect to choice of law principles.