

02-530-02
MARZOTTO -vs- BAYER CLOTHING GROUP, INC. f/k/a KENT SPORTSWEAR,
INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MARZOTTO

Plaintiff(s)

No. 2002-250-CC

vs.

COMPLAINT

BAYER CLOTHING GROUP, INC.

formerly known as KENT SPORTSWEAR, INC.

Defendant(s)

FILED ON BEHALF OF
Plaintiff(s)

COUNSEL OF RECORD OF
THIS PARTY:

NICHOLAS D. KRAWEC, ESQUIRE

PA I.D. #38527

JON A. MCKECHNIE, ESQUIRE

PA I.D. #36268

Bernstein Law Firm, P.C.

Firm #718

1133 Penn Avenue

Pittsburgh, PA 15222

412-456-8100

DIRECT DIAL: (412) 456-8114

BERNSTEIN FILE NO. C0002807

FILED

FEB 21 2002

m (11:44 AM)
William A. Shaw
Prothonotary

LCENR TO SHFF

PO
CO.-BY
HMM

FILED

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARZOTTO
Plaintiff

vs.

Civil Action No.

BAYER CLOTHING GROUP, INC.,
formerly known as KENT SPORTSWEAR, INC.
Defendant

NOTICE AND COMPLAINT

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a Judgment may be entered against you by the Court, without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108

COMPLAINT

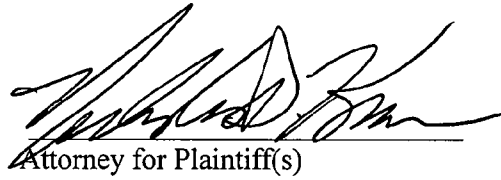
1. Plaintiff is a corporation having offices in Valdagno, Italy.
2. Defendant is a corporation having its offices and place of business at RD 4, Box 91B, Clearfield, Clearfield County, Pennsylvania 16830.
3. At the special instance and request of Defendant, Plaintiff sold and delivered to Defendant certain Goods, Wares, and Merchandise.
4. Defendant received and accepted the aforementioned goods, wares and merchandise.
5. The prices charged by Plaintiff were the fair, reasonable, and market prices that prevailed at the time of the transaction.
6. The prices charged by Plaintiff were the prices that Defendant agreed to pay.
7. Plaintiff avers that the balance due amounts to \$28,618.32, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "1", and made a part hereof.
8. Plaintiff claims legal interest as damages on the liquidated debt from March 7, 2000.
9. Plaintiff avers that interest amounts to \$3,004.92 to December 31, 2001.

10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the aforesaid balance, interest, or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of \$31,623.23, with continuing interest thereon at the rate of 1/2% per month and costs.

BERNSTEIN LAW FIRM, P.C.

BY:

A handwritten signature in black ink, appearing to be "Michael D. Bernstein", written over a horizontal line.

Attorney for Plaintiff(s)

1133 Penn Avenue

Pittsburgh, PA 15222

BERNSTEIN FILE NO. C0002807

(412) 456-8100

Marzotto

Valdagno 06.11.2000

STATEMENT OF ACCOUNT

CREDITOR: MARZOTTO SPA - L.GO S. MARGHERITA 1
36078 VALDAGNO/VI (ITALY)

DEBTOR: BAYER CLOTHING - TARGET SQUARE RD.NO.4 BOX 91 B - 16830 CLEARFIELD, PA
(USA)

SUPPLIES FROM OUR DEPARTMENT FABRICS:

16.12.1997 PENDING ITEM	USD	124,80
INVOICE N.8438718 OF 25.03.98 VALUE 05.04.98	USD	222,20
INVOICE N.8439891 OF 07.04.98 VALUE 17.04.98	USD	220,10
11.06.1998 PENDING ITEM	USD	57,40
INVOICE N.8446754 OF 27.07.98 VALUE 07.08.98	USD	306,00
INVOICE N.9438181 OF 26.03.99 VALUE 06.04.99	USD	64,40
INVOICE N.9440046 OF 27.04.99 VALUE 07.05.99	USD	63,20
INVOICE N.9438135 OF 26.03.99 VALUE 26.05.99	USD	3.308,90
INVOICE N.9441847 OF 19.05.99 VALUE 29.05.99	USD	362,40
INVOICE N.9441958 OF 20.05.99 VALUE 30.05.99	USD	64,08
INVOICE N.9442199 OF 25.05.99 VALUE 05.06.99	USD	92,00
INVOICE N.9442368 OF 26.05.99 VALUE 06.06.99	USD	43,38
INVOICE N.9446085 OF 14.07.99 VALUE 24.07.99	USD	4,56
INVOICE N.9447824 OF 21.09.99 VALUE 01.10.99	USD	445,20
INVOICE N.9448908 OF 12.10.99 VALUE 22.10.99	USD	80,20
INVOICE N.9449392 OF 22.10.99 VALUE 02.11.99	USD	60,80
INVOICE N.9449397 OF 22.10.99 VALUE 02.11.99	USD	93,95
INVOICE N.9450372 OF 03.11.99 VALUE 13.11.99	USD	322,60
INVOICE N.9450531 OF 05.11.99 VALUE 15.11.99	USD	91,95
INVOICE N.9450532 OF 05.11.99 VALUE 15.11.99	USD	177,60
INVOICE N.9450547 OF 05.11.99 VALUE 15.11.99	USD	100,00
INVOICE N.9450789 OF 11.11.99 VALUE 21.11.99	USD	46,00
INVOICE N.9451403 OF 22.11.99 VALUE 02.12.99	USD	43,11

Marzotto S.p.A. - Largo Santa Margherita, 1 - 36078 Valdagno (VI) - Telefono 0445 429 411 - Telefax 0445 402 000
Capitale € 72.188.302 int. vers. - Registro delle Imprese n. 639 - Cod. Fisc. e Partita IVA 00166380241 - R.E.A. VI n. 801

EXHIBIT....

Marzotto

INVOICE N. 9451404 OF 22.11.99	VALUE 02.12.99	USD	434,00
INVOICE N. 9451921 OF 29.11.99	VALUE 09.12.99	USD	152,00
INVOICE N. 9454250 OF 21.12.99	VALUE 01.01.2000	USD	61,50
INVOICE N. 9455167 OF 28.12.99	VALUE 08.01.2000	USD	8,04
INVOICE N. 9451110 OF 17.11.99	VALUE 17.01.2000	USD	5.445,70
INVOICE N. 9451108 OF 17.11.99	VALUE 17.01.2000	USD	4.711,01
INVOICE N. 9451109 OF 17.11.99	VALUE 17.01.2000	USD	3.598,57
INVOICE N. 2435240 OF 13.01.2000	VALUE 23.01.2000	USD	17,52
INVOICE N. 2436327 OF 01.02.2000	VALUE 01.03.2000	USD	110,40
INVOICE N. 2436649 OF 09.02.2000	VALUE 09.03.2000	USD	7.964,00
INVOICE N. 2438282 OF 17.03.2000	VALUE 27.03.2000	USD	74,80
INVOICE N. 2445373 OF 20.06.2000	VALUE 30.06.2000	USD	3,39
INVOICE N. 2446766 OF 03.07.2000	VALUE 03.07.2000	USD	6,96

TOTAL AMOUNT TO OUR CREDIT

USD.	28.800,52	182,20
USD		28.618,32



AMMINISTRAZIONE & BILANCIO
SERVIZIO RECUPERO CREDITI/sf

Valdagno, 3rd May, 2001

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is Silvio Cipolotti of Marzotto S.p.A., Plaintiff herein, that he is duly authorized to make this Verification, and that the facts set forth in the foregoing complaint are true and correct to the best of his knowledge, information and belief.

 S.p.A.
Direttore Centrale
Amministrazione e Bilancio
(Silvio Cipolotti)



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARZOTTO,

Plaintiff(s)

vs.

BAYER CLOTHING GROUP, INC., formerly known
as KENT SPORTSWEAR, INC.,

Defendant(s)

:
:
:
:
:
:
:
:

NO. 02 - 250 - C.D.

ANSWER AND NEW MATTER

Filed on Behalf of:
Defendant(s)

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

MAR 19 2002
013.0013ccatty Belin
William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

MARZOTTO,

Plaintiff(s)

vs.

**BAYER CLOTHING GROUP, INC., formerly known
as KENT SPORTSWEAR, INC.,**

Defendant(s)

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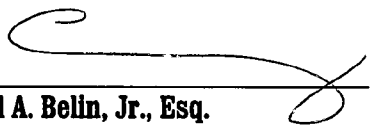
NO. 02 - 250 - C.D.

NOTICE

**You are hereby notified to plead to the within New Matter within twenty (20) days of
service thereof, or default judgment may be entered against you.**

BELIN & KUBISTA

By


**Carl A. Belin, Jr., Esq.
Attorney for Defendant(s)**

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

MARZOTTO,	:	
	:	
Plaintiff(s)	:	
	:	NO. 02 - 250 - C.D.
vs.	:	
	:	
	:	
BAYER CLOTHING GROUP, INC., formerly known as KENT SPORTSWEAR, INC.,	:	
	:	
Defendant(s)	:	

ANSWER AND NEW MATTER

AND NOW comes the Defendant Bayer Clothing Group, Inc., formerly known as Kent Sportswear, Inc., by and through its attorneys, Bellin & Kubista, and files the following Answer to Plaintiff Marzotto's Complaint, and in support thereof, avers as follows:

- 1. Paragraph 1 is admitted. Plaintiff Marzotto, its representatives, agents and employees are hereinafter collectively referred to as "Marzotto."**
- 2. Paragraph 2 is admitted. Defendant Bayer Clothing Group, Inc., formerly known as Kent Sportswear, Inc., its representatives, agents and employees are hereinafter collectively referred to as "Bayer."**
- 3. Paragraph 3 is admitted but it is averred that Marzotto had sold to Bayer piece goods at other times in 1996, 1997, and 2000, and certain claims arose from said shipment for which Bayer is entitled to a credit and in particular in further answer thereto Paragraphs 11 through 15 of the New Matter are hereby incorporated by reference and made a part hereof.**

4. Paragraph 4 is admitted as to the goods shipped in 1998 through 2000 which invoices are attached to the Complaint, however, it is averred that the goods represented by invoice numbers 246327, 2436649, and 2445373 as set forth in Exhibit "1," were never received by Bayer.

5. Paragraph 5 is admitted but it is averred that Bayer is entitled to certain credits as to said shipments, and in further answer thereto Paragraphs 11 through 15 of the New Matter are hereby incorporated by reference and made a part hereof.

6. Paragraph 6 is admitted but it is averred that Bayer is entitled to certain credits and in further answer thereto Paragraphs 11 through 15 of the New Matter are hereby incorporated by reference and made a part hereof.

7. Paragraph 7 is denied as averred and it is averred that Bayer never received goods for the following shipments:

INVOICE N.2436327 OF 01.02.2000 VALUE 01.03.2000 USD 110.40

INVOICE N.2436649 OF 09.02.2000 VALUE 09.03.2000 USD 7,964.00

INVOICE N.2445373 OF 20.06.2000 VALUE 30.06.2000 USD 3.39.

As a result, Bayer admits that the total number of invoices not paid amounted to \$20,540.53. It is further averred that Bayer is entitled to credits in the amount of \$18,699.11, as set forth in Paragraphs 11 through 15 of its New Matter which is hereby incorporated by reference and made a part hereof.

8. Paragraph 8 is denied and it is averred after deductions for the credits that Bayer is indebted to Marzotto in the amount of \$1,841.42, and any interest due was on that balance.

9. paragraph 9 is denied and in further answer thereto Paragraphs 1 through 8 of this Answer and Paragraphs 11 through 15 of the New Matter are hereby incorporated by reference and made a part hereof.

10. Paragraph 10 is denied that Bayer owes any balance to Marzotto other than \$1,841.42, and in further answer thereto Paragraphs 1 through 10 of this Answer and Paragraphs 11 through 15 of the New Matter are hereby incorporated by reference and made a part hereof.

WHEREFORE, Bayer requests Your Honorable Court enter judgment in favor of Bayer and against Marzotto, except for \$1,841.42.

NEW MATTER

11. Paragraphs 1 through 10 of the Answer are hereby incorporated by reference and made a part hereof.

12. It is averred that Marzotto sold to Bayer certain piece goods in 1996, 1997, and 2000 under letters of credit, copies of which are attached hereto as Exhibits "A" through "H" and made a part hereof. Under the terms of the letters of credit Bayer was required to pay upon shipment of the goods and upon receipt Bayer determined that a substantial portion of the goods were defective. In view of the letter of credit payment terms, Bayer had no opportunity to reject the goods or to secure credits at the time of the transaction, and the credits are being applied to the balance set forth in the Complaint.

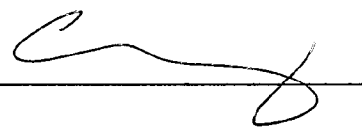
13. That Bayer adopted a manner of determining the credits it was entitled to for all shipments which is common in the industry and which method of credit having been communicated to Marzotto.

14. That as a result of the shipments Bayer asserted a credit for each invoice as hereinafter set forth in Exhibit "I" through "W."

15. That Bayer is entitled to the total credit as a result of defective goods shipped under the 1996, 1997, and 2000 letters of credit in the total amount of \$18,699.11.

WHEREFORE, Bayer requests Your Honorable Court enter judgment in favor of Bayer and against Marzotto, except for the balance due after deduction for the credits in the amount of \$1,841.42.

BELIN & KUBISTA

By 

**Carl A. Belin, Jr., Esq.
Attorney for Defendant**

COMMONWEALTH OF PENNSYLVANIA

:

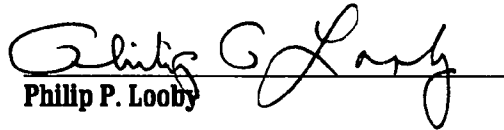
SS.

COUNTY OF CLEARFIELD

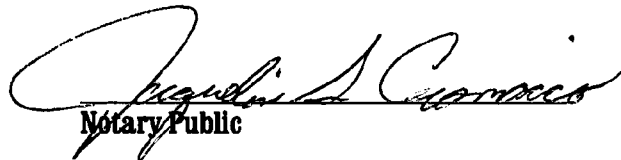
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Before me the undersigned officer, personally appeared Philip P. Looby, who deposes and says he is the Chief Operating Officer of Bayer Clothing Group, Inc., and as such Chief Operating Officer being authorized to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Answer and New Matter are true and correct to the best of his knowledge, information and belief.


Philip P. Looby

Sworn and subscribed before me this 18th day of March, 2002.


Notary Public

Notarial Seal
Jacqueline S. Clamacco, Notary Public
Curwensville Boro, Clearfield County
My Commission Expires Mar. 14, 2005

BAYER CLOTHING GROUP, INC.Target Square • RD #4, Box 91B • Clearfield, PA 16830
(814) 765-7521**PURCHASE ORDER**

S 029984

SHIP TO: TARGET SPORTSWEAR
F-VILLE BUNDED WAREHOUSE
RT. 17040 COAL HILL ROAD
CLEARFIELD PA 15830-9758DATE OF ORDER
08/15/96TERMS
LETTER OF CREDITSHIP VIA
WILL ADVISE

F00

BUYER

AUTHORIZED SIGNATURE

TO: MARZOTTO FIGLI
LARGO S. MARGHERITA, 1
VALDAGNU IT -

ORDER QUANTITY	UNIT MEAS.	DESCRIPTION	UNIT PRICE	DOLLAR AMOUNT	SHIP DATE	CONTRACT NUMBER
4,072 4455 mtr	YD	MARZOTTO CC873-10-111 8690-001 BLACK 97% WOOL 3% LYCRA 59" ITEM#: M--CC873--111	10.0584	49,004.52	11/30/96	
6,075 5555 mtr	YD	MARZOTTO CC873-10-102 8690-010 CHARCOAL 97% WOOL 3% LYCRA 59" ITEM#: M--CC873--102	10.0584	61,104.78	11/30/96	
6,376 5830 mtr	YD	MARZOTTO CC873-10-1160 8690-290 TAUPE 97% WOOL 3% LYCRA 59" ITEM#: M--CC873-1160	10.0584	64,132.35	11/30/96	
5,211 4765 mtr	YD	MARZOTTO CC873-10-2240 8690-380 OLIVE 97% WOOL 3% LYCRA 59" ITEM#: M--CC873-2240	10.0584	52,414.32	11/30/96	
COMMENTS:		TOTAL: PURCH. REQ. NY 0225 DIV: BCG FEDERATED RETAIL 597 MARZOTTO CONFIRMATION NO. 24888 COUNTRY OF ORIGIN: ITALY PURCH. YIELD: 1.5 VIA: AIR SUBJECT TO APPROVAL OF COLORS		\$226,655.97		
		DATE TO OPEN L/C: 10/15/96				
		* REVISED * 110596 QUALITY FROM 4995.0 TO CC873. DELIVERY.				

It is the policy of Bayer Clothing Group, Inc. to recruit and select applicants on the basis of their qualifications and ability without regard to age, religion, color, sex, national origin, handicap or veteran. Furthermore, affirmative measures shall be applied by every means possible to make known to potential applicants that Equal Employment Opportunities are available.

FILE

TO: The Bank of New York
Letter of Credit Department
P.O. Box 11238
Church Street Station
New York, New York 10286-1238

Application and Agreement For Commercial Letter of Credit

Please issue an Irrevocable Letter of Credit (the "Credit") in accordance with this application and forward same to your correspondent for delivery to the beneficiary shown below

by:
☐ Airmail ☐ Airmail, with short preliminary teletransmission ☒ Teletransmission

Seller's Name & Address	Beneficiary MAN. LANE G MARZOTTO FIGLI SPA LARGO S. MARCHERITA, 1 36078 VALDAGNO, ITALY	Advising Bank (If Beneficiary's bank is unknown, The Bank of New York will use its correspondent bank) BANCA NAZIONALE LAVORO CORSO PALLADIO 45 36100 VICENZA, ITALY
	L/C Number	Currency Amount <u>US\$170,940.00</u> ☒ About <u>10</u> %
Account Party's/ Buyer's Name & Address	Account Party BAYER CLOTHING GROUP, INC. RD#4 BOX 91B CLEARFIELD, PA 16830	Drafts must be presented for negotiation or presented to drawee on or before (expiry date) <u>January 21, 1997</u>

PARTIAL SHIPMENTS

☒ Permitted ☐ Not Permitted

TRANSHIPMENT

☒ Permitted ☐ Not Permitted

Available by drafts at sight for 100 % of the invoice value.
☒ Letter of Credit amount represents 100 % of the invoice value. Documents must be presented to negotiating or paying bank within 21 days after date of issuance of documents (shipping documents) but within validity of Letter of Credit.

☒ Evidencing Shipment of:
About 15,540 meters of piece goods of 97 percent wool and 3 percent lycra at US\$ 11.00 per meter in styles as follows: Style CC873-10-111 3,150 meters, Style CC873-10-102 4,060 meters, Style CC873-10-1160 3,150 meters, Style CC873-10-2240 4,550 meters, and Style CC873-10-84 630 meters. All styles plus or minus 10 percent.

(NOTE: Do Not attach copy of Purchase Order. Reference to it for identification purposes only.)

PURCHASE TERMS ☒ F.O.B. ☐ F.A.S. ☐ F.O.B. + INS. ☐ C. & F. ☐ C.I.F. ☐ EX DOCK ☐ EX FACTORY

DOCUMENTS REQUIRED

☒ Original Commercial Invoice and 2 copies, indicating that the merchandise is in accordance with: Bayer PO# S029985
☐ Original Special Customs Invoice and 2 copies.
☒ Certificate of Origin in 2 copies ☒ Packing List in 2 copies ☐ Weight List in 2 copies May be Combined

DOCUMENT OF TITLE INFORMATION

☒ Full set clean on board ocean bills of lading to order of The Bank of New York plus 2 non-negotiable copies
☐ Full set clean on board ocean bills of lading to order of shipper blank endorsed plus 2 non-negotiable copies
☐ Clean airway bill consigned to _____ in copies
☐ Truck bill of lading addressed/consigned to _____
☐ Railroad bill of lading consigned to _____

NOTIFY: Intermaritime Forwarding Co., Inc., 156 William Street, New York, NY 10038. Attention
Junko Harada

Evidencing Shipment/Dispatch/Taken in charge, from Italy
for transportation to New York City, NY, USA

☒ Freight collect ☐ Freight prepaid ☒ Shipment to be made no later than December 31, 1996

☐ Insurance effected by the Seller. We require Negotiable Marine Insurance Policy or Certificate covering:
☐ Insurance effected by the Seller. We require Negotiable Air Insurance Policy or Certificate covering:
☐ Marine Risk ☐ War Risks ☐ Warehouse to Warehouse including Marine Extension Clause ☐ S.R. & C.C. Risks
☐ _____ % of Invoice Value ☐ All Risks of Physical Loss or Damage from any external cause irrespective of percentage
☐ Other Risks (Please Specify) _____
☒ Insurance as applicable to be effected by the buyer

Additional Documents (if any) _____

☒ All banking charges except those of The Bank of New York are for beneficiary's account.
☐ All banking charges are for buyer's account.

☐ Credit to be transferable
Special Instructions: Beneficiary's signed statement that merchandise shipped is in strict accordance with style number, color, quality as per buyer's PO# S029985. Beneficiary's signed statement that one set of non-negotiable documents were sent to Mr. David E. Houseman, Bayer Clothing Group, Inc., RD#4 Box 91 B, Clearfield, Pa 16830 and to Intermaritime Forwarding as per above address.

Unless otherwise instructed, documents will be forwarded to you in one airmail by the negotiating/paying bank. This Credit will be subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce presently in effect

We warrant to you that the importation of the commodity covered by this Credit does not contravene any law or regulation of the United States Government.

For Bank Use Only

Approved (two required)
_____ No _____
_____ No _____

My signature here indicates agreement to all the terms and conditions on each page of this application	
APPLICANT NAME	_____
ACCT. #	_____
By: _____	DATE _____
AUTHORIZED SIGNATURE - TITLE	

*If this application is to be executed by two or more parties, in lieu of the above signature, the Joint Applicant Agreement appearing on page 4 should be executed. If the terms of the Credit applied for above indicate an account party other than the Applicant or Joint Applicant, the Authorization and Agreement of Account Party appearing on page 4 should also be executed

BAYER CLOTHING GROUP, INC.

Target Square • RD #4, Box 91B • Clearfield, PA 16830
(814) 765-7521

PURCHASE ORDER

S 029985

SHIP TO: TARGET SPORTSWEAR
F-VILLE BONDED WAREHOUSE
RT. 17040 COAL HILL ROAD
CLEARFIELD PA 16830-9756

DATE OF ORDER
08/15/96

TERMS
LETTER OF CREDIT

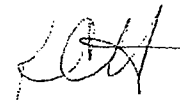
SHIP VIA
WILL ADVISE

FOB

BUYER

AUTHORIZED SIGNATURE

TO: MARZOTTO FIGLI
LARGO S. MARGHERITA, 1
VALDAGNO IT -



ORDER QUANTITY	UNIT MEAS.	DESCRIPTION	UNIT PRICE	DOLLAR AMOUNT	SHIP DATE	CONTRACT NUMBER
3,450	YD	MARZOTTO CC873-10-111 8690-001 BLACK 97% WOOL 3% LYCRA 59"	10.0584	34,701.48	12/15/96	
		ITEM#: M--CC873 --111				
4,407	YD	MARZOTTO CC873-10-102 8690-CIC CHARCOAL 97% WOOL 3% LYCRA 59"	10.0584	44,327.36	12/15/96	
		ITEM#: M--CC873 --102				
3,390	YD	MARZOTTO CC873-10-1160 8690-290 TAUPE 97% WOOL 3% LYCRA 59"	10.0584	34,097.97	12/15/96	
		ITEM#: M--CC873 -1160				
4,998	YD	MARZOTTO CC873-10-2240 8690-380 OLIVE 97% WOOL 3% LYCRA 59"	10.0584	50,271.88	12/15/96	
		ITEM#: M--CC873 -2240				
689	YD	MARZOTTO CC873-10-1170 8690-210 BROWN 97% WOOL 3% LYCRA 59"	10.0584	6,930.23	12/15/96	
		ITEM#: M--CC873 -1170				
COMMENTS:		TOTAL:		\$170,328.92		
		PURCH.REQ. NY 0226				
		DIV: BCG				
		FEDERATED RETAIL S97				
		MARZOT CONF. NO'S: 21886, 22337				
		COUNTRY OF ORIGIN: ITALY				
		PURCH.YIELD: 1.5				
		VIA: BOAT				
		DATE TO OPEN L/C: 11/15/96				
		* REVISED * 092796				
		49950-10-84 CANCELLED, REPLACE				
		WITH 49950-10-1170.				
		* REVISED * 110596				

QUALITY FROM 49950 TO CC873.

It is the policy of Bayer Clothing Group, Inc. to recruit and select applicants on the basis of their qualifications and ability without regard to age, religion, color, sex, national origin, handicap or veteran. Furthermore, affirmative measures shall be applied by every means possible to make known to potential applicants that Equal Employment Opportunities are available.

Margotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Vicenza n. 639C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 6420354	DATE 12/12/1996	SEASON P/E 1997 AH/80	PAGE 1
AGENT 9430784 OX49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT IRR.L/C NO.100131025 OF THE BANK OF NEW YORK, NY	DATING FROM 12/12/1996 SCADENZA 12/01/1997

GOODS DELIVERED TO:

BAYER CLOTHING GROUP INC.
RD NO.4 BOX 91B
16830 CLEARFIELD, PA USA
USA STATI UNITI**AMERITAL EXPRESS EMPOLI BY AIR**

0017 0400

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.		QUANTITY (ML)		PRICE	AMOUNT
		QUAL	VAR			GROSS	NET	(USD)	(USD)
PACK.LIST 04 30012 13223 DATED 12/12/96 QUAL CC873 TESSUTO PETTINATO - WORSTED WIDTH 150 CM - PESO 167 GR/MTQ TARIC 51121110 COMPOS. WV 96% PA 3% EA 1%	21886	CC873	0010.0102	416284330	71,8	71,8	11,00	789,80	
416284840				63,2	63,2	11,00	695,20		
416284850				75,7	75,1	11,00	826,10		
416323690				66,4	66,3	11,00	729,30		
416323700				75,0	75,0	11,00	825,00		
416323710				72,4	72,4	11,00	796,40		
416323720				68,6	68,6	11,00	754,60		
416323750				72,9	71,5	11,00	786,50		
416323760				68,7	68,1	11,00	749,10		
416323770				72,2	72,2	11,00	794,20		
416323780				64,0	63,8	11,00	701,80		
416323790				68,5	68,5	11,00	753,50		
416323800				72,8	72,8	11,00	800,80		
416323810				73,9	73,0	11,00	803,00		
416324210				72,4	72,4	11,00	796,40		
416324220				60,0	59,1	11,00	650,10		
416324225				30,6	30,6	11,00	336,60		
416324230				81,4	81,0	11,00	891,00		
416324240				80,8	80,8	11,00	888,80		
416324250				86,8	86,8	11,00	954,80		
416324260	76,5	76,5	11,00	841,50					
416324280	72,2	69,2	11,00	761,20					
416324290	72,3	71,6	11,00	787,60					
DELIVERY F.O.B. ITALY					ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72				
INSURANCE									

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Vicenza n. 639

C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE		NUMBER 6420354	DATE 12/12/1996	SEASON P/E 1997 AH/80	COFIA PER CLIENTI PAGE 2
AGENT 9430784 0X49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT		DATING FROM 12/12/1996 SCADENZA 12/01/1997

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.		QUANTITY (ML)		PRICE	AMOUNT				
		QUAL	VAR			GROSS	NET	(USD)	(USD)				
COMPOS. WV 93% PA 6% EA 1%	21886	CC873	0010.0111	416324305		29,6	29,6	11,00	325,60				
				416324306		30,0	30,0	11,00	330,00				
				416324307		30,2	29,6	11,00	325,60				
				416324310		87,0	87,0	11,00	957,00				
				416324320		72,0	71,1	11,00	782,10				
				416285040		70,1	69,6	11,00	765,60				
				416285050		70,3	70,3	11,00	773,30				
				416285120		51,3	51,3	11,00	564,30				
				416285130		58,6	58,6	11,00	644,60				
				416285140		77,2	77,2	11,00	849,20				
				416285150		73,6	73,6	11,00	809,60				
				416285180		68,3	67,3	11,00	740,30				
				416285190		72,0	71,5	11,00	786,50				
				416285200		72,1	72,1	11,00	793,10				
				416285210		75,7	75,7	11,00	832,70				
				416285220		75,0	74,6	11,00	820,60				
				416285230		75,0	75,0	11,00	825,00				
				416285240		81,8	81,8	11,00	899,80				
				416285250		72,3	72,3	11,00	795,30				
				416285260		72,3	72,3	11,00	795,30				
				416285270		80,7	80,7	11,00	887,70				
				416285280		81,7	81,7	11,00	898,70				
				416285290		75,0	75,0	11,00	825,00				
				416285315		35,7	35,7	11,00	392,70				
				416285316		36,5	36,5	11,00	401,50				
				DELIVERY F.O.B.						ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72			
				INSURANCE COVERED BY YOU									

Marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Vicenza n. 639C.C.I.A.A. Vicenza n. 801
Tel. 0445/429481
Fax 0445/402000
Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 6420354	DATE 12/12/1996	SEASON P/E 1997 AH/80	PAGE 3
AGENT 9430784 OX49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT L/C	DATING FROM 12/12/1996 SCADENZA 12/01/1997

0013 0400

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.	QUANTITY (ML)		PRICE (USD)	AMOUNT (USD)
		QUAL	VAR		GROSS	NET		
				416285317	36,5	36,5	11,00	401,50
				416285356	31,6	31,2	11,00	343,20
				416285440	70,0	69,0	11,00	759,00
				416285450	71,6	71,6	11,00	787,60
				416285715	27,5	27,4	11,00	301,40
				416324470	69,4	69,4	11,00	763,40
				416324500	63,7	63,7	11,00	700,70
				416324510	74,4	74,4	11,00	818,40
				416324520	72,0	72,0	11,00	792,00
				416324530	64,7	64,7	11,00	711,70
				416324600	64,4	64,4	11,00	708,40
				416324610	75,1	75,1	11,00	826,10
				416324640	70,0	70,0	11,00	770,00
				416324650	56,4	56,4	11,00	620,40
				416324700	74,1	74,1	11,00	815,10
				416324710	69,0	69,0	11,00	759,00
				416324740	72,2	72,2	11,00	794,20
				416324750	69,8	69,8	11,00	767,80
				416324780	65,0	65,0	11,00	715,00
				416324790	74,6	74,6	11,00	820,60
				416324800	65,9	65,9	11,00	724,90
				416324810	72,0	72,0	11,00	792,00
				416324820	70,2	70,2	11,00	772,20
				416324835	43,9	43,7	11,00	480,70
				416324836	35,0	35,0	11,00	385,00
				416324837	35,0	35,0	11,00	385,00
DELIVERY F.O.B. ITALY								
INSURANCE								
							ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72	

Marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

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COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 6420354	DATE 12/12/1996	SEASON P/E 1997 AH/80	PAGE 4
AGENT 9430784 0X49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT L/C	DATING FROM 12/12/1996 SCADENZA 12/01/1997

0020 0400

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.		QUANTITY (ML)		PRICE (USD)	AMOUNT (USD)
		QUAL	VAR			GROSS	NET		
COMPOS. WV 96% PA 3% EA 1%	21886	CC873	0010.1160	416285720		60,8	60,8	11,00	668,80
				416285730		76,3	76,3	11,00	839,30
				416285740		66,4	66,4	11,00	730,40
				416285770		64,9	64,6	11,00	710,60
				416285780		72,3	71,9	11,00	790,90
				416285790		68,2	68,2	11,00	750,20
				416285800		72,0	72,0	11,00	792,00
				416285810		72,3	71,5	11,00	786,50
				416285820		68,0	68,0	11,00	748,00
				416285830		72,2	72,2	11,00	794,20
				416285840		68,6	68,6	11,00	754,60
				416285850		72,2	72,2	11,00	794,20
				416285860		68,8	68,8	11,00	756,80
				416285870		73,5	73,5	11,00	808,50
				416285880		66,7	66,7	11,00	733,70
				416285890		73,0	73,0	11,00	803,00
				416285900		68,8	68,8	11,00	756,80
				416285910		67,1	67,1	11,00	738,10
				416285920		72,5	72,5	11,00	797,50
				416285970		75,0	75,0	11,00	825,00
				416285980		83,9	83,9	11,00	922,90
				416324910		68,3	68,3	11,00	751,30
				416324920		72,4	72,3	11,00	795,30
				416324930		67,3	67,0	11,00	737,00
				416324940		72,5	72,5	11,00	797,50
DELIVERY F.O.B. ITALY						ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72			
INSURANCE									

Marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
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Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 6420354	DATE 12/12/1996	SEASON P/E 1997 AH/80	PAGE 5
AGENT 9430784 0X49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT L/C 60 DAYS FROM INVOICE NET	DATING FROM 12/12/1996 SCADENZA 12/01/1997

0021 0400

DESCRIPTION	ORDER	PRODUCT CODE		PIECENR.	QUANTITY (ML)		PRICE	AMOUNT
		QUAL	VAR		GROSS	NET	(USD)	(USD)
COMPOS. WV 93Z PA 6Z EA 1Z	21886	CC873	0010.2240	416324990	66,6	66,6	11,00	732,60
				416325000	72,3	72,3	11,00	795,30
				416325010	72,0	71,3	11,00	784,30
				416325020	68,5	68,1	11,00	749,10
				416325030	81,0	81,0	11,00	891,00
				416325040	72,3	72,3	11,00	795,30
				416325090	72,5	72,5	11,00	797,50
				416325100	60,7	60,7	11,00	667,70
				416325190	76,5	76,5	11,00	841,50
				416325200	77,1	77,1	11,00	848,10
				416325230	72,2	72,2	11,00	794,20
				416325240	72,4	72,4	11,00	796,40
				416325250	72,4	72,4	11,00	796,40
				416325260	71,2	71,2	11,00	783,20
				416325270	86,5	86,5	11,00	951,50
				416325280	78,0	78,0	11,00	858,00
				416286450	70,7	70,7	11,00	777,70
				416286460	74,2	74,0	11,00	814,00
				416286470	72,4	72,4	11,00	796,40
				416286480	72,6	72,6	11,00	798,60
				416286510	73,1	62,1	11,00	683,10
				416286520	69,9	59,4	11,00	653,40
				416286530	77,0	65,5	11,00	720,50
				416286540	72,3	72,3	11,00	795,30
				416286550	74,9	74,9	11,00	823,90
DELIVERY F.O.B. ITALY					ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72			
INSURANCE COVERED BY YOU								

Marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

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COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 6420354	DATE 12/12/1996	SEASON P/E 1997 AH/80	PAGE 6
AGENT 9430784 0X49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT L/C	DATING FROM 12/12/1996 SCADENZA 12/01/1997

0022 0400

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.	QUANTITY (ML)		PRICE	AMOUNT				
		QUAL	VAR		GROSS	NET	(USD)	(USD)				
				416286560	72,2	72,2	11,00	794,20				
				416286570	55,3	54,4	11,00	598,40				
				416286580	70,9	70,1	11,00	771,10				
				416286830	79,8	71,8	11,00	789,80				
				416286840	60,5	60,5	11,00	665,50				
				416286870	68,5	68,1	11,00	749,10				
				416286880	72,5	72,5	11,00	797,50				
				416286910	68,1	68,1	11,00	749,10				
				416286920	72,4	72,2	11,00	794,20				
				416286930	70,0	70,0	11,00	770,00				
				416286940	64,7	64,7	11,00	711,70				
				416286950	72,4	72,4	11,00	796,40				
				416286960	65,5	65,2	11,00	717,20				
				416325410	67,8	67,8	11,00	745,80				
				416325420	74,9	74,0	11,00	814,00				
				416325430	64,6	64,6	11,00	710,60				
				416325440	76,5	76,5	11,00	841,50				
				416325530	72,4	72,4	11,00	796,40				
				416325540	71,5	71,1	11,00	782,10				
				416325550	72,1	72,1	11,00	793,10				
				416325560	69,8	69,8	11,00	767,80				
				416325570	70,3	70,3	11,00	773,30				
				416325580	72,2	72,2	11,00	794,20				
				416325590	75,2	75,2	11,00	827,20				
				416325600	74,9	74,1	11,00	815,10				
				416325610	74,9	74,3	11,00	817,30				
				DELIVERY					ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72			
				F.O.B. ITALY								
				INSURANCE								
				COVERED BY YOU								

Marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

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Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 6420354	DATE 12/12/1996	SEASON P/E 1997 AH/80	PAGE 7
AGENT 9430784 OX49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT L/C	DATING FROM 12/12/1996 SCADENZA 12/01/1997

0023 0400

DESCRIPTION	ORDER	PRODUCT CODE		PIECENR.	QUANTITY (ML)		PRICE	AMOUNT
		QUAL	VAR		GROSS	NET	(USD)	(USD)
				416325620	63,4	63,4	11,00	697,40
				416325630	66,5	66,5	11,00	731,50
				416325640	58,5	58,0	11,00	638,00
				416325670	71,3	70,3	11,00	773,30
				416325680	59,6	58,7	11,00	645,70
				416325690	72,6	71,9	11,00	790,90
				416325700	58,0	57,4	11,00	631,40
				416325710	56,8	56,8	11,00	624,80
				416325720	69,5	69,2	11,00	761,20
				416325730	50,4	49,4	11,00	543,40
				416325740	50,4	49,6	11,00	545,60
				416325750	73,0	72,2	11,00	794,20
				416325760	74,4	73,6	11,00	809,60
				416325770	70,0	69,7	11,00	766,70
				416325780	60,0	59,7	11,00	656,70
				416325800	64,7	64,6	11,00	710,60
				416325810	66,5	66,5	11,00	731,50
				416325820	57,5	54,0	11,00	594,00
				416325830	72,2	71,3	11,00	784,30
				416325840	64,7	64,2	11,00	706,20
				416325850	69,5	69,3	11,00	762,30
				416325860	70,2	69,9	11,00	768,90
				416325870	72,8	72,2	11,00	794,20
				416325880	70,1	69,2	11,00	761,20
				416325890	74,8	73,6	11,00	809,60
				416325900	72,0	71,7	11,00	788,70
DELIVERY F.O.B. ITALY					ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72			
INSURANCE COVERED BY YOU								

Marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
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Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 6420354	DATE 12/12/1996	SEASON P/E 1997 AH/80	PAGE 8
AGENT 9430784 OX49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT L/C	DATING FROM 12/12/1996 SCADENZA 12/01/1997

0024 0400

DESCRIPTION	ORDER	PRODUCT CODE		PIECENR.	QUANTITY (ML)		PRICE (USD)	AMOUNT (USD)
		QUAL	VAR		GROSS	NET		
QUAL 49950 TESSUTO PETTINATO - WORSTED WIDTH 150 CM - PESO 167 GR/MTQ TARIC 51121110 COMPOS. WV 96% PA 3% EA 1%				416345770	70,1	68,7	11,00	755,70
	22337	49950	0010.1170	416308350	70,0	69,9	11,00	768,90
				416308360	65,0	64,6	11,00	710,60
				416308370	72,3	72,3	11,00	795,30
				416308380	62,3	62,3	11,00	685,30
				416308390	72,7	72,7	11,00	799,70
				416308410	72,0	72,0	11,00	792,00
				416308420	79,5	79,2	11,00	871,20
				416308435	29,6	29,5	11,00	324,50
					12039,8	11958,0		131.538,00
TOTALE ARTICOLO CC873					523,4	522,5		5.747,50
TOTALE ARTICOLO 49950								
TOTALE					12563,2	12480,5		137.285,50
MARCHE: CLEARFIELD, PA.								
TOTALE KG NETTI.....	3.143,2							
TOTALE KG LORDI.....	3.235,7							
TOTALE COLLI.....	185							
DAL COLLO	36147	AL COLLO	36331					
12480,5 METERS OF PIECE GOODS OF WV 96% PA 3% EA 1% WV 93% PA 6% EA 1% AT USD 11.00 PER METER IN FOLLOWING STYLES: CC873-10-102 1857,6 METERS CC873-10-111 2965,1 METERS CC873-10-1160 2933,2 METERS CC873-10-2240 4202,1 METERS 49950-10-1170 522,5 METERS								
FOB ITALY MERCHANDISE IS IN ACCORDANCE WITH BAYER PO NO.5029985								
DELIVERY F.O.B. ITALY								
INSURANCE								
					ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72			

TO: The Bank of New York
Letter of Credit Department
P.O. Box 11238
Church Street Station
New York, New York 10286-1238

Application and Agreement For Commercial Letter of Credit

Please Issue an Irrevocable Letter of Credit (the "Credit") in accordance with this application and forward same to your correspondent for delivery to the beneficiary shown below

by:
☐ Airmail ☐ Airmail, with short preliminary teletype transmission ☒ Teletype transmission

Seller's Name & Address MAN. LANE G MARZOTTO FICLI SPA LARGO S. MARGHERITA, 1 36078 VALDAGNO, ITALY	Advising Bank BANCA NAZIONALE LAVORO CORSO PALLADIO 45 36100 VICENZA, ITALY
	(If Beneficiary's bank is unknown, The Bank of New York will use its correspondent bank.)
L/C Number	Currency Amount <u>US\$ 14,630.00</u> (About <u>10</u> %)
Account Party BAYER CLOTHING GROUP, INC. RD/4 BOX 91B CLEARFIELD, PA 16830	Drafts must be presented for negotiation or presented to drawee on or before (expiry date) <u>FEBRUARY 7, 1997</u>

PARTIAL SHIPMENTS ☒ Permitted ☐ Not Permitted

TRANSHIPMENT ☒ Permitted ☐ Not Permitted

Available by drafts at sight for 100 % of the invoice value.

☒ Letter of Credit amount represents 100 % of the invoice value. Documents must be presented to negotiating or paying bank within 21 days after date of issuance of documents (shipping documents) but within validity of Letter of Credit.

☒ Evidencing Shipment of:
About 1,330 meters of piece goods of 97 percent wool and 3 percent lycra at US\$11.00 per meter to be shipped in 2 deliveries. First delivery of Style CC873-10-2240 of 210 meters to be shipped 12/15/96. The second delivery of Style CC873-10-102 1120 meters to be shipped 1/15/97. All styles plus or minus 10 percent.

(NOTE: Do not attach copy of Purchase Order. Reference to it for identification purposes only.)

PURCHASE TERMS ☒ F.O.D. ☐ F.A.S. ☐ F.O.U. + INS. ☐ C. & F. ☐ C.I.F. ☐ EX DOCK ☐ EX FACTORY

DOCUMENTS REQUIRED

☒ Original Commercial Invoice and 2 copies, indicating that the merchandise is in accordance with Bayer PO# S030964

☐ Original Special Customs Invoice and 2 copies.

☒ Certificate of Origin in 2 copies

☒ Packing List in 2 copies

☒ Weight List in 2 copies May be combined

DOCUMENT OF TITLE INFORMATION

☐ Full set clean on board ocean bills of lading to order of The Bank of New York plus 2 non-negotiable copies

☐ Full set clean on board ocean bills of lading to order of shipper blank endorsed plus 2 non-negotiable copies

☒ Clean airway bill consigned to The Bank of New York 2 copies

☐ Truck bill of lading addressed/consigned to 2 copies

☐ Railroad bill of lading consigned to 2 copies

NOTIFY: Intermaritime Forwarding Co., Inc., 156 William Street, New York, NY 10038 Attention Andrea Mastara.

Evidencing Shipment/Dispatch/Taken in charge, from Italy

for transportation to New York, NY, USA

☒ Freight collect ☐ Freight prepaid ☒ Shipment to be made no later than January 15, 1996

☐ Insurance effected by the Seller. We require Negotiable Marine Insurance Policy or Certificate covering:

☐ Insurance effected by the Seller. We require Negotiable Air Insurance Policy or Certificate covering:

☐ Marine Risk ☐ War Risks ☐ Warehouse to Warehouse including Marine Extension Clause ☐ S.R. & C.C. Risks

☐ % of Invoice Value ☐ All Risks of Physical Loss or Damage from any external cause irrespective of percentage

☐ Other Risks (Please Specify)

☒ Insurance as applicable to be effected by the buyer

Additional Documents (if any)

☒ All banking charges except those of The Bank of New York are for beneficiary's account.

☐ All banking charges are for buyer's account.

☐ Credit to be transferable.

Special Instructions: Beneficiary's signed statement that merchandise shipped is in strict accordance with style number, color, quality as per buyer's PO# S030964. Beneficiary's signed statement that one set of non-negotiable documents were sent to Mr. David E. Houseman Bayer Clothing Group, Inc., RD/4 Box 91B, Clearfield, PA 16830, and to Intermaritime Forwarding as per above address.

Unless otherwise instructed, documents will be forwarded to you in one airmail by the negotiating/paying bank. This Credit will be subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce presently in effect

We warrant to you that the importation of the commodity covered by this Credit does not contravene any law or regulation of the United States Government.

For Bank Use Only

Approved (two required)

No

No

My signature here indicates agreement to all the terms and conditions on each page of this application.

APPLICANT NAME

ACCT. #

By: 1

AUTHORIZED SIGNATURE - TITLE DATE

*If this application is to be executed by two or more parties, in lieu of applicant for above indicate an account party other than the Applicant

1-310-0102 (3-89)

DEFENDANT'S
EXHIBIT

of appearing on page 4 should be executed. If the terms of the Credit of Account Party appearing on page 4 should also be executed

PURCHASE ORDER.

U3U904

DATE OF ORDER
10/27/96

TERMS
LETTER OF CREDIT

SHIP VIA
WILL ADVISE

FUE

00 7 2 K

AUTHORIZED SIGNATURE

TO: MARZOTTO FIGLI
LARGO S. MARGHERITA, 1
VALDAGNO IT -

COMMENTS:

It is the policy of Bayer Clothing Group, Inc. to recruit and select applicants on the basis of their qualifications and ability without regard to age, religion, color, sex, national origin, handicap or veteran. Furthermore, affirmative measures shall be applied by every means possible to make known to potential applicants that Equal Employment Opportunities are available.

FILE

TO WHOM IT MAY CONCERN

STATEMENT

RE: L/C NO. IO0131026

WE HEREBY CERTIFY THAT:

- 1) MERCHANDISE IS IN STRICT ACCORDANCE WITH STYLE NUMBER, COLOR, AND QUALITY AS PER BUYER'S PO NO. SO30964.
- 2) ONE COMPLETE SET OF NON NEGOTIABLE DOCUMENTS HAVE BEEN SENT TO APPLICANT AT ABOVE ADDRESS ATT: MR. DAVID E. HOUSEMAN
- 3) ONE COMPLETE SET OF NON NEGOTIABLE DOCUMENTS HAVE BEEN SENT TO INTERMARITIME FORWARDING CO. INC.

IN FAITH

Handwritten signature: P. F. (likely P. F. F. F.)
Stamp: MARZOTI S.p.A. - Valdagno - Italy

Application and Agreement For
Commercial Letter of Credit

TO: The Bank of New York
Letter of Credit Department
P.O. Box 11238
Church Street Station
New York, New York 10286-1238

Please issue an Irrevocable Letter of Credit (the "Credit") in accordance with this application and forward same to your correspondent for delivery to the beneficiary shown below.

by:

☐ Airmail ☐ Airmail, with short preliminary teletransmission ☒ Teletransmission

Seller's
Name &
Address

Beneficiary
MAN. LANE G MARZOTTO FIGI SPA
LARGO S. MARGHERITA, 1
36078 VALDAGNO, ITALY

Advising Bank:

(If Beneficiary's bank is unknown, The Bank of New York will use its correspondent bank.)

BANCA NAZIONALE LAVORO
CORSO PALLADIO 45
36100 VICENZA, ITALY

L/C Number

Approx
+/- 5 %

Currency
Amount US\$ 147,730.00

Drafts must be presented for negotiation or presented to drawee on or before

(expiry date) June 5, 1997

Account
Party's/
Buyer's
Name &
Address

Account Party
BAYER CLOTHING GROUP, INC.
R.D.#4 BOX 91B
CLEARFIELD, PA 16830

PARTIAL SHIPMENTS

☒ Permitted ☐ Not Permitted

TRANSHIPMENT

☒ Permitted ☐ Not Permitted

Available by drafts at sight for 100 % of the invoice value.

☒ Letter of Credit amount represents 100 % of the invoice value. Documents must be presented to negotiating or paying bank within 21 days after date of issuance of documents (shipping documents) but within validity of Letter of Credit.

☒ Evidencing Shipment of:

see attached

(NOTE: Do Not attach copy of Purchase Order. Reference to it for identification purposes only.)

PURCHASE TERMS ☒ F.O.B. ☐ F.A.S. ☐ F.O.B. + INS. ☐ C. & F. ☐ C.I.F. ☐ EX DOCK ☐ EX FACTORY

DOCUMENTS REQUIRED

☒ Original Commercial Invoice and 2 copies, indicating that the merchandise is in accordance with: Bayer Clothing PO# S031990 and S032605
☒ Original Special Customs Invoice and 2 copies. ☒ Packing List in 2 copies
☒ Certificate of Origin in 2 copies ☒ Weight List in 2 copies

DOCUMENT OF TITLE INFORMATION

☐ Full set clean on board ocean bills of lading to order of The Bank of New York plus 2 non-negotiable copies
☐ Full set clean on board ocean bills of lading to order of shipper blank endorsed plus 2 non-negotiable copies
☒ Clean airway bill consigned to The Bank of New York in copies
☐ Truck bill of lading addressed/consigned to
☐ Railroad bill of lading consigned to

NOTIFY: Intermaritime Forwarding Co. Inc., 156 William Street, New York, Ny 10038 Attention
Andrea Mastafa.

Evidencing Shipment/Dispatch/Taken in charge, from/at Italy
for transportation to New York, NY, USA

☒ Freight collect ☐ Freight prepaid ☒ Shipment to be made no later than May 15, 1997

☐ Insurance effected by the Seller. We require Negotiable Marine Insurance Policy or Certificate covering:
☐ Insurance effected by the Seller. We require Negotiable Air Insurance Policy or Certificate covering:
☐ Marine Risk ☐ War Risks ☐ Warehouse to Warehouse including Marine Extension Clause ☐ S.R. & C.C. Risks
☐ % of Invoice Value ☐ All Risks of Physical Loss or Damage from any external cause irrespective of percentage
☐ Other Risks (Please Specify)
☒ Insurance as applicable to be effected by the buyer

Additional Documents (if any) "Inspection certificate issued by Federated Product Development Florence or
other IPD nominated inspection service."

☒ All banking charges except those of The Bank of New York are for beneficiary's account.

☐ All banking charges are for buyer's account.

☐ Credit to be transferable

Special Instructions: Beneficiary's signed statement that merchandise shipped is in strict accordance with style
number, color, quantity as per buyer's PO's S031990 and S032605. Beneficiary's signed statement that one set
of non-negotiable documents were sent to Mr. David E. Houseman, Bayer Clothing Group, Inc., R.D.#4 Box 91B,
Clearfield, PA 16830 and to Intermaritime Forwarding Co., Inc. at above address.

Unless otherwise instructed, documents will be forwarded to you in one airmail by the negotiating/paying bank. This Credit will be subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce presently in effect.

of the United States Government.



BAYER CLOTHING GROUP, INC.

Target Square • RD #4, Box 91B • Clearfield, PA 16830
(814) 765-7521

PURCHASE ORDER

S 031990

SHIP TO: TARGET SPORTSWEAR
F-VILLE BONDED WAREHOUSE
RT. 17040 COAL HILL ROAD
CLEARFIELD PA 16830-9758

DATE OF ORDER
01/27/97

TERMS
LETTER OF CREDIT

SHIP VIA
WILL ADVISE

FOB

BUYER

AUTHORIZED SIGNATURE

R. H. H. H.

TO: MARZOTTO FIGLI
LARGO S. MARGHERITA, 1
VALDAGNO IT -

ORDER QUANTITY	UNIT MEAS.	DESCRIPTION	UNIT PRICE	DOLLAR AMOUNT	SHIP DATE	CONTRACT NUMBER
2,406 <i>2,200</i>	YD <i>MT</i>	MARZOTTO CC873-10-111 8690-001 BLACK 93% W 6% N 1% LYCRA 59"	10.0584	24,200.51	04/30/97	21066
		ITEM#: M--CC873--111				
2,734 <i>2,500</i>	YD <i>MT</i>	MARZOTTO CC873-10-102 8690-010 CHARCOAL 96% W 3% N 1% LYCRA 59"	10.0584	27,499.66	04/30/97	21066
		ITEM#: M--CC873--102				
3,718 <i>3,400</i>	YD <i>MT</i>	MARZOTTO CC873-10-2320 8690-200 CHOC. BROWN 93% W 6% N 1% LYCRA 59"	10.0584	37,397.13	05/15/97	21179
		ITEM#: M--CC873-2320				
1,039 <i>950</i>	YD <i>MT</i>	MARZOTTO CC873-10-1160 8690-290 TAUPE 96% W 3% N 1% LYCRA 59"	10.0584	10,450.67	04/30/97	21066
		ITEM#: M--CC873--1160				
2,843 <i>2,600</i>	YD <i>MT</i>	MARZOTTO CC873-10-2240 8690-380 OLIVE 93% W 6% N 1% LYCRA 59"	10.0584	28,596.03	04/30/97	21066
		ITEM#: M--CC873-2240				
<i>11,650</i>	<i>altero</i>	TOTAL:		\$128,144.00		
COMMENTS:		PURCH. REQ. NY 0343 DIV: BCG FEDERATED 8690R RETAIL F97 MARZOT CONF. NO'S: 21066, 21179 COUNTRY OF ORIGIN - ITALY PURCH. YIELD: 1.7 VIA: AIR DATE TO OPEN L/C: AT ONCE				
		* REVISED * 02/04/97 DECREASE QUAN ON CHAR & OLIVE.				
		* REVISED * 03/11/97 DELIVERY ON COLOR CHOC. BROWN.				

It is the policy of Bayer Clothing Group, Inc. to recruit and select applicants on the basis of their qualifications and ability without regard to age, religion, color, sex, national origin, handicap or veteran. Furthermore, affirmative measures shall be applied by every means possible to make known to potential applicants that Equal Employment Opportunities are available.

TO WHOM IT MAY CONCERN

=====

STATEMENT

RE: L/C NO. 100131434

WE HEREBY CERTIFY THAT:

- 1) MERCHANDISE SHIPPED IS IN STRICT ACCORDANCE WITH STYLE NUMBER, COLOR, QUALITY AS PER BUYER'S PO NO. S031990 AND S032605.
- 2) ONE COMPLETE SET OF NON NEGOTIABLE DOCUMENTS HAVE BEEN SENT TO APPLICANT AT ABOVE ADDRESS ATT: MR. DAVID E. HOUSEMAN,
- 3) ONE COMPLETE SET OF NON NEGOTIABLE DOCUMENTS HAVE BEEN SENT TO INTERMARITIME FORWARDING.

IN FAITH

Gaetano Marzotto S.p.A.
IL DIRETTORE GENERALE
(Luigi Zantone)

9-A-K
marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Vicenza n. 639

C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 7405309	DATE 29/04/1997	SEASON A/I 1997 AH/81	PAGE 1
AGENT 9430784 0X49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C NO. I00131434 OF THE BANK OF NEW YORK NY	DATING FROM 29/04/1997 SCADENZA 29/05/1997

TO:
BAYER CLOTHING GROUP INC.
R.D. NO. 4 BOX 91B
16830 CLEARFIELD, PA
USA STATI UNITI

AMERITAL BY AIR

0040 0200

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.	QUANTITY (ML)		PRICE (USD)	AMOUNT (USD)
		QUAL	VAR		GROSS	NET		
PACK.LIST 04 34025 03465 DATED 28/04/97 QUAL CC873 TESSUTO PETTINATO - WORSTED WIDTH 150 CM - PESO 177 GR/MTQ TARIC 51121110 COMPOS. WV 96% PA 3% EA 1% Rif. PO 0343-								
	21066	CC873	0010.0102	416648320	68,4	67,2	11,00	739,20
				416648330	71,0	69,8	11,00	767,80
				416648340	70,0	70,0	11,00	770,00
				416648350	70,0	69,1	11,00	760,10
				416648380	72,3	71,7	11,00	788,70
				416648390	74,6	73,6	11,00	809,60
				416648400	72,4	72,4	11,00	796,40
				416648410	73,4	73,4	11,00	807,40
				416648420	71,1	71,1	11,00	782,10
				416648430	70,9	70,9	11,00	779,90
				416648440	72,7	71,0	11,00	781,00
				416648450	72,0	70,8	11,00	778,80
				416648460	74,1	73,0	11,00	803,00
				416648470	72,6	72,6	11,00	798,60
				416648480	67,0	67,0	11,00	737,00
				416648490	72,3	72,3	11,00	795,30
				416648500	69,5	68,5	11,00	753,50
				416648510	72,9	72,9	11,00	801,90
				416648520	72,1	72,1	11,00	793,10
				416648530	72,0	72,0	11,00	792,00
				416648540	74,2	74,1	11,00	815,10
				416648550	72,4	71,4	11,00	785,40
				416648560	70,9	70,1	11,00	771,10
DELIVERY F.O.B. ITALY	ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72							
INSURANCE								

CERTITEX SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001 CERT. n° 34



S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Vicenza n. 639

C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 7405309	DATE 29/04/1997	SEASON A/I 1997 AB/81	PAGE 2
AGENT 9430784 OX49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C	DATING FROM 29/04/1997 SCADENZA 29/05/1997

0041 02003

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.		QUANTITY (ML)		PRICE	AMOUNT
		QUAL	VAR			GROSS	NET	(USD)	(USD)
COMPOS. WV 93% PA 6% EA 1% Rif. PO 0343-	21066	CC873	0010.0111	416648570	70,0	69,0	11,00	759,00	
				416648580	71,1	71,1	11,00	782,10	
				416648590	71,9	71,2	11,00	783,20	
				416648600	74,0	74,0	11,00	814,00	
				416648610	66,4	65,1	11,00	716,10	
				416648620	71,0	71,0	11,00	781,00	
				416678100	67,8	67,8	11,00	745,80	
				416678190	73,8	72,5	11,00	797,50	
				416678200	67,7	67,7	11,00	744,70	
				416678210	70,6	70,6	11,00	776,60	
				416678220	72,3	72,3	11,00	795,30	
				416678360	70,0	70,0	11,00	770,00	
				416678370	72,5	72,5	11,00	797,50	
				416648680	69,7	69,7	11,00	766,70	
				416648710	78,1	77,7	11,00	854,70	
				416648720	78,0	78,0	11,00	858,00	
				416648730	70,0	70,0	11,00	770,00	
				416648740	48,9	48,9	11,00	537,90	
				416648750	67,0	67,0	11,00	737,00	
				416648760	72,3	72,3	11,00	795,30	
				416648830	74,1	74,1	11,00	815,10	
				416648840	68,1	68,1	11,00	749,10	
				416648850	67,3	67,3	11,00	740,30	
				416648860	72,0	72,0	11,00	792,00	
				416678310	56,5	56,5	11,00	621,50	

DELIVERY

SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001 CERT. n° 34

DELIVERY
FOR ITALY

8-T-9-K-
marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Vicenza n. 639

C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000*
Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 7405309	DATE 29/04/1997	SEASON A/I 1997 AH/81	PAGE 3
AGENT 9430784 OX49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C	DATING FROM 29/04/1997 SCADENZA 29/05/1997

0042 0200

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.	QUANTITY (ML)		PRICE (USD)	AMOUNT (USD)
		QUAL	VAR		GROSS	NET		
				416678320	72,7	72,7	11,00	799,70
				416678330	58,7	58,4	11,00	642,40
				416678340	72,3	72,1	11,00	793,10
				416678350	38,6	38,6	11,00	424,60
				416678380	70,0	70,0	11,00	770,00
				416678390	28,3	28,3	11,00	311,30
				416678400	58,8	58,8	11,00	646,80
				416678410	61,3	61,3	11,00	674,30
				416678420	69,1	69,1	11,00	760,10
				416678430	50,4	50,4	11,00	554,40
				416678440	59,0	59,0	11,00	649,00
				416678450	61,1	61,1	11,00	672,10
				416678460	65,0	65,0	11,00	715,00
				416678470	51,4	51,4	11,00	565,40
				416678480	56,9	56,6	11,00	622,60
				416678490	59,4	59,4	11,00	653,40
				416678500	60,0	60,0	11,00	660,00
				416678510	55,7	55,7	11,00	612,70
				416678560	70,0	70,0	11,00	770,00
				416678570	52,1	52,1	11,00	573,10
COMPOS. WV 96% PA 3% EA 1% Rif. PO 0343-	21066	CC873	0010.1160	416649040	61,2	61,2	11,00	673,20
				416649070	63,1	63,1	11,00	694,10
				416649090	67,4	67,4	11,00	741,40
				416649110	70,0	69,5	11,00	764,50
				416649120	64,1	63,7	11,00	700,70
DELIVERY F.O.B. ITALY	ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72							
INSURANCE								

SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001 CERT. n° 34

CERTITEX

8=1.9=K
Marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
 Largo S. Margherita, 1 (ITALY)
 C. Fisc. e Part. IVA IT-00166580241
 Registro Imprese Vicenza n. 639

C.C.I.A.A. Vicenza n. 801
 Tel. 0445/429411
 Fax 0445/402000
 Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 7405309	DATE 29/04/1997	SEASON A/I 1997 AH/81	PAGE 4
AGENT 9430784 OX49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C	DATING FROM 29/04/1997 SCADENZA 29/05/1997

0043 0200

DESCRIPTION	ORDER	PRODUCT CODE		PIECENR.	QUANTITY (ML)		PRICE	AMOUNT
		QUAL	VAR		(USD)	(USD)		
							GROSS	NET
COMPOS. WV 93% PA 6% EA 1% Rif. PO 0343-	21066	CC873	0010.2240	416649150	64,3	63,7	11,00	700,70
				416649160	71,5	71,5	11,00	786,50
				416649170	73,0	73,0	11,00	803,00
				416649180	66,1	66,1	11,00	727,10
				416678680	68,0	68,0	11,00	748,00
				416678690	73,5	73,5	11,00	808,50
				416649250	66,6	65,8	11,00	723,80
				416649260	68,9	68,8	11,00	756,80
				416649270	71,0	70,9	11,00	779,90
				416649280	68,1	68,1	11,00	749,10
				416649290	64,2	63,8	11,00	701,80
				416649300	68,3	68,3	11,00	751,30
				416649310	82,0	82,0	11,00	902,00
				416649320	68,0	67,9	11,00	746,90
				416649330	75,0	74,9	11,00	823,90
				416649340	81,2	81,2	11,00	893,20
				416649350	77,4	77,4	11,00	851,40
				416649360	72,1	72,1	11,00	793,10
				416649370	71,2	71,2	11,00	783,20
				416649380	60,4	60,4	11,00	664,40
				416649390	70,0	69,9	11,00	768,90
				416649400	60,2	60,2	11,00	662,20
				416649430	73,6	72,0	11,00	792,00
				416649440	51,5	51,5	11,00	566,50
				416649450	80,1	80,0	11,00	880,00
DELIVERY F.O.B. ITALY					ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72			
INSURANCE								

CERTIEX SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001 CERT. n° 34

S-8-T-9-K
Margherita

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Vicenza n. 639

C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 7405309	DATE 29/04/1997	SEASON A/I 1997 AH/81	PAGE 5
AGENT 9430784 OX49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C	DATING FROM 29/04/1997 SCADENZA 29/05/1997

0044 0200

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.	QUANTITY (ML)		PRICE (USD)	AMOUNT (USD)
		QUAL	VAR		GROSS	NET		
				416649460	72,5	72,4	11,00	796,40
				416649470	75,0	75,0	11,00	825,00
				416649480	53,4	53,4	11,00	587,40
				416649490	70,0	70,0	11,00	770,00
				416649500	56,6	56,6	11,00	622,60
				416649510	71,0	71,0	11,00	781,00
				416649520	72,5	72,5	11,00	797,50
				416649530	75,0	74,5	11,00	819,50
				416649540	65,0	65,0	11,00	715,00
				416649550	84,0	84,0	11,00	924,00
				416649560	79,9	79,2	11,00	871,20
				416649570	62,7	62,7	11,00	689,70
				416649580	72,0	72,0	11,00	792,00
				416649590	65,0	55,3	11,00	608,30
				416649600	56,5	56,3	11,00	619,30
TOTALE ARTICOLO CC873					7663,8	7630,4		83.934,40
TOTALE					7663,8	7630,4		83.934,40
MARCHE: CLEARFIELD, PA.								
TOTALE KG NETTI.....								2.032,2
TOTALE KG LORDI.....								2.088,7
TOTALE COLLI.....								113
MERCHANDISE IS IN ACCORDANCE WITH BAYER								
PO NO. S031990 AND S032605								
FOB ITALY								
PIECE GOODS OF 96 PCT WOOL, 3 PCT ELASTAM PER PURCHASE ORDER N. S031990								
AS FOLLOWS: STYLE				QUANTITY		SHIP DATE		
STYLE	CC873-10-102	2551,8 METERS			4/30/97			
	CC873-10-111	1991,6 METERS			4/30/97			
	CC873-10-1160	740,7 METERS			4/30/97			
	CC873-10-2240	2346,3 METERS			4/30/97			

DELIVERY
F.O.B. ITALY

ESPORTAZ. NON IMPOBIBILE ART.8/A
DPR 633/72

SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001 CERT. n° 34

TO: The Bank of New York
Letter of Credit Department
P.O. Box 11238
Church Street Station
New York, New York 10286-1238

Application and Agreement For Commercial Letter of Credit

Please issue an Irrevocable Letter of Credit (the "Credit") in accordance with this application and forward same to your correspondent for delivery to the beneficiary shown below

by:
☐ Airmail ☐ Airmail, with short preliminary teletype transmission ☒ Teletype transmission

Seller's Name & Address	Beneficiary MAN. LANE G MARZOTTO FIGI SPA LARGO S. MARGHERITA, 1 36078 VALDAGNO, ITALY	Advising Bank (If Beneficiary's bank is unknown, The Bank of New York will use its correspondent bank) BANCA NAZIONALE LAVORO CORSO PALLADIO 45 36100 VICENZA, ITALY
	L/C Number	Currency Amount <u>US\$ 128,590.00</u> About <u>10</u> % +/-
Account Party's/ Buyer's Name & Address	Account Party BAYER CLOTHING GROUP, INC. RD/4 BOX 91B CLEARFIELD, PA 16830	Draws must be presented for negotiation or presented to drawee on or before (expiry date) <u>March 31, 1997</u>

PARTIAL SHIPMENTS ☒ Permitted ☐ Not Permitted	TRANSHIPMENT ☒ Permitted ☐ Not Permitted
Available by drafts at <u>sight</u> for <u>100</u> % of the invoice value.	
☒ Letter of Credit amount represents <u>100</u> % of the invoice value. Documents must be presented to negotiating or paying bank within <u>21</u> days after date of issuance of documents (shipping documents) but within validity of Letter of Credit.	
☒ Evidencing Shipment of: <u>About 11,690 meters of piece goods of 93 percent wool, 5 percent nylon, and 2 percent lycra at US\$11.00 per meter to be shipped in 2 deliveries. First delivery of Style 49950-10-1170 of 490 meters to be shipped 2/15/97. The second delivery of Style CC873-10-102 2800 meters; Style CC873-10-2240 2800 meters; Style CC873-10-111 2800 meters; and Style CC873-10-1160 2800 meters to be shipped 3/10/97. All styles plus or minus 10 percent.</u>	
(NOTE: Do Not attach copy of Purchase Order. Reference to it for identification purposes only.)	
PURCHASE TERMS ☒ F.O.B. ☐ F.A.S. ☐ F.O.B. + INS. ☐ C. & F. ☐ C.I.F. ☐ EX DOCK ☐ EX FACTORY	

DOCUMENTS REQUIRED

☒ Original Commercial Invoice and <u>2</u> copies, indicating that the merchandise is in accordance with: <u>Bayer PO# S031482</u>	} May be combined
☐ Original Special Customs Invoice and _____ copies.	
☒ Certificate of Origin in <u>2</u> Copies	
☒ Packing List in <u>2</u> Copies	
☒ Weight List in <u>2</u> Copies	

DOCUMENT OF TITLE INFORMATION	
☐ Full set clean on board ocean bills of lading to order of The Bank of New York plus _____ non-negotiable copies	
☐ Full set clean on board ocean bills of lading to order of shipper blank endorsed plus _____ non-negotiable copies	
☒ Clean airway bill consigned to <u>The Bank of New York</u> <u>2</u> copies	in copies:
☐ Truck bill of lading addressed/consigned to _____	
☐ Railroad bill of lading consigned to _____	
NOTIFY: <u>Intermaritime Forwarding Co., Inc., 156 William Street, New York, NY 10038, Attention</u> <u>Andrea Mastafa.</u>	
Evidencing Shipment/Dispatch/Taken in charge, from <u>Italy</u> for transportation to <u>New York, NY, USA</u>	
☒ Freight collect ☐ Freight prepaid ☒ Shipment to be made no later than <u>March 10, 1997</u>	

☐ Insurance effected by the Seller. We require Negotiable Marine Insurance Policy or Certificate covering:	
☐ Insurance effected by the Seller. We require Negotiable Air Insurance Policy or Certificate covering:	
☐ Marine Risk ☐ War Risks ☐ Warehouse to Warehouse including Marine Extension Clause ☐ S.R. & C.C. Risks	
☐ _____ % of Invoice Value ☐ All Risks of Physical Loss or Damage from any external cause irrespective of percentage	
☐ Other Risks (Please Specify) _____	
☒ Insurance as applicable to be effected by the buyer	

Additional Documents (if any) _____

☒ All banking charges except those of The Bank of New York are for beneficiary's account.
☐ All banking charges are for buyer's account.

☐ Credit to be transferable

Special Instructions: Beneficiary's signed statement that merchandise shipped is in strict accordance with style number, color, quality as per buyer's PO# S031482. Beneficiary's signed statement that one set of non-negotiable documents were sent to Mr. David E. Houseman, Bayer Clothing Group, Inc., RD/4 Box 91 B, Clearfield, PA 16830 and to Intermaritime Forwarding as per above address.

Unless otherwise instructed, documents will be forwarded to you in one airmail by the negotiating/paying bank. This Credit will be subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce presently in effect

We warrant to you that the importation of the commodity covered by this Credit does not contravene any law or regulation of the United States Government.

For Bank Use Only

Approved (two required)
_____ No _____
_____ No _____

My signature here indicates agreement to all the terms and conditions on each page of this application*

APPLICANT
NAME _____

ACCT. # _____

By: _____
AUTHORIZED SIGNATURE - TITLE _____ DATE _____

*If this application is to be executed by two or more parties, in lieu of applied for above indicate an account party other than the Applicant

DEFENDANT'S
EXHIBIT

ent appearing on page 4 should be executed. If the terms of the Credit of Account Party appearing on page 4 should also be executed)

MANIFATTURA LANE

Metano Marzotto & Figli
SOCIETA PER AZIONI - CAPITALE L. 72.188.302.000 INTERAMENTE VERSATO

SEDE SOCIALE IN VALDAGNO

TO WHOM IT MAY CONCERN

=====

STATEMENT

RE: L/C NO. IO0131051

WE HEREBY CERTIFY THAT:

- 1) MERCHANDISE IS IN STRICT ACCORDANCE WITH STYLE NUMBER, COLOR, QUALITY AS PER BUYER'S PO NO. S031482,
- 2) ONE COMPLETE SET OF NON NEGOTIABLE DOCUMENTS HAVE BEEN SENT TO APPLICANT AT ABOVE ADDRESS ATT: MR. DAVID E. HOUSEMAN,
- 3) ONE COMPLETE SET OF NON NEGOTIABLE DOCUMENTS HAVE BEEN SENT TO INTERMARITIME FORWARDING.

IN FAITH

Manifattura Lane G. Marzotto & Figli S.p.A.
Ufficio Amministrazione Vendita
Un. Procuratore

P. Marzotto

BAYER CLOTHING GROUP, INC.

Target Square • RD #4, Box 91B • Clearfield, PA 16830
(614) 765-7521

PURCHASE ORDER

5 031482

SHIP TO: TARGET SPORTSWEAR
F-VILLE BONDED WAREHOUSE
RT. 17040 COAL HILL ROAD
CLEARFIELD PA 16830-9758

DATE OF ORDER
12/10/96

TERMS
LETTER OF CREDIT

SHIP VIA
WILL ADVISE

F3B

ELVER

AUTHORIZED SIGNATURE

R. C. C. C.

TO: MARZOTTO FIGLI
LARGO S. MARGHERITA, 1
VALDAGNO IT -

ORDER QUANTITY	UNIT MEAS.	DESCRIPTION	UNIT PRICE	DOLLAR AMOUNT	SHIP DATE	CONTRACT NUMBER
3,062	YD	MARZOTTO CC673-10-102 8690-010 CHARCOAL 96% N 3% N 1% LYCRA 59"	10.0584	30,798.82	02/28/97	
		ITEM#: M--CC873 --102				
3,062	YD	MARZOTTO CC873-10-2240 8690-380 OLIVE 93% N 6% N 1% LYCRA 59"	10.0584	30,798.82	02/28/97	
		ITEM#: M--CC873 -2240				
3,062	YD	MARZOTTO CC873-10-111 8690-001 BLACK 93% N 6% N 1% LYCRA 59"	10.0584	30,798.62	02/28/97	
		ITEM#: M--CC873 --111				
3,062	YD	MARZOTTO CC873-10-1160 8690-240 TAUPE 96% N 3% N 1% LYCRA 59"	10.0584	30,798.82	02/28/97	
		ITEM#: M--CC873 -1160				
536	YD	MARZOTTO 49950-10-1170 8690-210 BROWN 96% N 3% N 1% LYCRA 59"	10.0584	5,391.30	02/28/97	
		ITEM#: M--49950 -1170				
COMMENTS:		TOTAL:		\$128,586.58		
		PURCH. REQ. NY 0315 DIV: BCC FEDERATED 8690R S97 MARZOTTO ORDER NO. COUNTRY OF ORIGIN - ITALY PURCH. YIELD: 1.5 VIA: AIR DATE TO OPEN LTC: 12/16/96 * REVISED * 12/16/96 CONTENT. * REVISED * 03/11/97 DELIVERY ON COLOR BROWN.				

It is the policy of Bayer Clothing Group, Inc. to recruit and select applicants on the basis of their qualifications and ability without regard to age, religion, color, sex, national origin, handicap or veteran. Furthermore, affirmative measures shall be applied by every means possible to make known to potential applicants that Equal Employment Opportunities are available.

Marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Vicenza n. 639

C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE		NUMBER 7402170	DATE 28/02/1997	SEASON P/E 1997 AH/80	PAGE 1
AGENT 9430784 OX49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C NO. 100131051 OF THE BANK OF NEW YORK, NY		DATING FROM 28/02/1997 SCADENZA 31/03/1997

TO:
BAYER CLOTHING GROUP, INC.
RD NO. 4 BOX 91B
16830 CLEARFIELD, PA
USA STATI UNITI

AMERITAL EMPOLI BY AIR

0004 0600

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.	QUANTITY (ML)		PRICE (USD)	AMOUNT (USD)
		QUAL	VAR		GROSS	NET		
PACK.LIST 04 34025 01684 DATED 27/02/97 QUAL CC873 TESSUTO PETTINATO - WORSTED WIDTH 150 CM - PESO 177 GR/MTQ TARIC 51121110 COMPOS. WV 96% PA 3% EA 1%	24057	CC873	0010.0102	416324120	69,4	69,4	11,00	763,40
				416446090	68,8	68,2	11,00	750,20
				416446110	75,9	75,9	11,00	834,90
				416446120	70,0	70,0	11,00	770,00
				416446130	71,7	70,9	11,00	779,90
				416446140	73,0	73,0	11,00	803,00
				416446150	72,2	72,2	11,00	794,20
				416446160	68,3	68,3	11,00	751,30
				416446170	67,1	67,1	11,00	738,10
				416446180	72,2	72,2	11,00	794,20
				416446210	67,9	67,9	11,00	746,90
				416446230	72,4	72,4	11,00	796,40
				416446250	73,5	73,5	11,00	808,50
				416446260	74,0	74,0	11,00	814,00
				416446270	68,0	68,0	11,00	748,00
				416446280	76,0	76,0	11,00	836,00
				416446290	65,8	65,8	11,00	723,80
				416446300	74,8	74,6	11,00	820,60
				416446320	72,0	71,9	11,00	790,90
				416446330	73,0	72,1	11,00	793,10
				416446340	72,0	72,0	11,00	792,00
				416446360	72,3	72,3	11,00	795,30
				416446370	68,8	68,8	11,00	756,80

DELIVERY
F.O.B. ITALY

ESPORTAZ. NON IMPONIBILE ART.8/A
DPR 633/72

SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001 CERT. n° 34

9-T-9-K
Marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
 Largo S. Margherita, 1 (ITALY)
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 Tel. 0445/429411
 Fax 0445/402000
 Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 7402170	DATE 28/02/1997	SEASON P/E 1997 AH/80	PAGE 2
AGENT 9430784 DX49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C	DATING FROM 28/02/1997 SCADENZA 31/03/1997

0005 0600

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.	QUANTITY (ML)		PRICE	AMOUNT
		QUAL	VAR		GROSS	NET	(USD)	(USD)
COMPOS. WV 93% PA 6% EA 1%	24057	CC873	0010.0111	416446380	71,0	71,0	11,00	781,00
				416446390	71,6	71,6	11,00	787,60
				416446400	70,0	70,0	11,00	770,00
				416446410	59,1	58,8	11,00	646,80
				416446420	81,9	81,4	11,00	895,40
				416446430	75,0	74,2	11,00	816,20
				416446440	72,3	72,3	11,00	795,30
				416446470	75,4	74,5	11,00	819,50
				416285300	79,6	79,6	11,00	875,60
				416285357	31,5	31,5	11,00	346,50
				416426580	70,0	70,0	11,00	770,00
				416426585	28,8	28,8	11,00	316,80
				416427580	73,5	73,5	11,00	808,50
				416427600	72,2	72,2	11,00	794,20
				416427610	72,0	72,0	11,00	792,00
				416427620	72,4	72,4	11,00	796,40
				416427640	74,8	74,8	11,00	822,80
				416427650	68,9	68,9	11,00	757,90
				416427660	73,9	73,9	11,00	812,90
				416427670	72,1	72,1	11,00	793,10
				416427690	72,8	72,8	11,00	800,80
				416427700	80,2	80,2	11,00	882,20
				416427720	74,6	74,2	11,00	816,20
				416427735	28,0	28,0	11,00	308,00
				416427740	78,9	78,9	11,00	867,90
DELIVERY F.O.B. ITALY								
					ESPORTAZ. NON IMPONIBILE ART.8/A			

SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001 CERT. n° 34

Marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Vicenza n. 639

C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MARZOT I

DOCUMENT INVOICE		NUMBER 7402170	DATE 28/02/1997	SEASON P/E 1997 AH/80	COPIA PER CLIENTE
AGENT 9430784 OX49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C		PAGE 3
					DATING FROM 28/02/1997
					SCADENZA 31/03/1997

SISTEMA QUALITA CERTIFICATO UNI EN ISO 9001 CERT. n° 34

COMPOS. WV 96% PA 3% EA 1%

ORDER	PRODUCT CODE		PIECE NR.	QUANTITY (ML)		PRICE	AMOUNT
	QUAL	VAR		GROSS	NET	(USD)	(USD)
			416427760	32,1	32,1	11,00	353,10
			416427770	73,1	73,1	11,00	804,10
			416427780	72,2	72,2	11,00	794,20
			416427790	71,0	70,7	11,00	777,70
			416427800	75,0	75,0	11,00	825,00
			416427810	74,0	74,0	11,00	814,00
			416427820	72,4	72,4	11,00	796,40
			416427840	72,4	71,8	11,00	789,80
			416427850	74,0	74,0	11,00	814,00
			416427860	73,5	73,5	11,00	808,50
			416427880	74,0	74,0	11,00	814,00
			416427890	74,4	74,4	11,00	818,40
			416427900	74,4	74,1	11,00	815,10
			416427910	72,3	72,3	11,00	795,30
			416427920	72,9	72,9	11,00	801,90
			416427930	71,2	71,2	11,00	783,20
24057	CC873	0010.1160	416446480	69,0	69,0	11,00	759,00
			416446490	72,3	72,3	11,00	795,30
			416446500	73,8	73,4	11,00	807,40
			416446510	72,3	72,3	11,00	795,30
			416446530	75,0	75,0	11,00	825,00
			416446540	73,2	73,2	11,00	805,20
			416446560	73,2	72,8	11,00	800,80
			416446570	72,3	72,3	11,00	795,30
			416446590	70,5	70,5	11,00	775,50

DELIVERY
F.O.B. ITALY

Marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Vicenza n. 639

C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411*
Fax 0445/402000
Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 7402170	DATE 28/02/1997	SEASON P/E 1997 AH/80	PAGE 4
AGENT 9430784 OX49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C	DATING FROM 28/02/1997 SCADENZA 31/03/1997

0007 0600

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.	QUANTITY (ML)		PRICE	AMOUNT
		QUAL	VAR		GROSS	NET	(USD)	(USD)
				416446600	75,4	75,4	11,00	829,40
				416446610	72,3	72,3	11,00	795,30
				416446620	72,0	72,0	11,00	792,00
				416446630	76,4	75,9	11,00	834,90
				416446640	71,0	71,0	11,00	781,00
				416446650	75,0	75,0	11,00	825,00
				416446660	72,3	70,7	11,00	777,70
				416446680	68,8	68,8	11,00	756,80
				416446690	72,9	72,0	11,00	792,00
				416446700	68,5	68,5	11,00	753,50
				416446720	72,0	71,5	11,00	786,50
				416446730	75,5	75,1	11,00	826,10
				416446740	65,7	65,7	11,00	722,70
				416446750	66,1	66,0	11,00	726,00
				416446760	74,4	74,4	11,00	818,40
				416446790	75,7	75,7	11,00	832,70
				416446810	72,0	72,0	11,00	792,00
				416446820	57,2	57,2	11,00	629,20
				416446830	72,0	70,9	11,00	779,90
				416446840	85,6	85,6	11,00	941,60
				416446850	72,4	72,4	11,00	796,40
				416446860	71,8	71,1	11,00	782,10
				416446870	63,1	61,7	11,00	678,70
COMPOS. WV 93% PA 6% EA 1%	24057	CC873	0010.2240	416446880	62,8	62,8	11,00	690,80
				416446890	63,3	62,5	11,00	687,50
DELIVERY F.O.B. ITALY					ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72			
INSURANCE								

CERTITEX SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001 CERT. n° 34

Margherita

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
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Registro Imprese Vicenza n. 639

C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MARZOT I

DOCUMENT INVOICE		NUMBER 7402170	DATE 28/02/1997	SEASON P/E 1997 AH/80	COPIA PER CLIENTE PAGE 5	
AGENT 9430784 0X49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C			DATING FROM 28/02/1997 SCADENZA 31/03/1997

SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001 CERT. n° 34

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.	QUANTITY		PRICE	AMOUNT
		QUAL	VAR		(ML)		(USD)	(USD)
					GROSS	NET		
				416446900	68,0	67,9	11,00	746,90
				416446910	66,4	63,1	11,00	694,10
				416446920	53,1	51,8	11,00	569,80
				416446930	56,0	55,5	11,00	610,50
				416446960	72,5	72,5	11,00	797,50
				416446980	65,5	65,5	11,00	720,50
				416446990	65,5	65,3	11,00	718,30
				416447000	69,0	69,0	11,00	759,00
				416447010	55,5	55,5	11,00	610,50
				416447020	45,0	44,1	11,00	485,10
				416447030	63,3	63,2	11,00	695,20
				416447040	70,7	70,5	11,00	775,50
				416447050	69,2	69,2	11,00	761,20
				416447070	61,9	60,7	11,00	667,70
				416447080	70,0	69,3	11,00	762,30
				416447090	62,5	62,5	11,00	687,50
				416447110	71,2	71,2	11,00	783,20
				416447120	56,4	56,4	11,00	620,40
				416447130	54,1	54,1	11,00	595,10
				416447140	73,0	72,7	11,00	799,70
				416447150	55,3	55,1	11,00	606,10
416447160	73,2	73,2	11,00	805,20				
416447170	72,3	72,3	11,00	795,30				
416447190	60,8	60,1	11,00	661,10				
416447200	68,7	68,7	11,00	755,70				
416447210	55,6	54,4	11,00	598,40				
DELIVERY O.B. ITALY				ESPORTAZ. NON IMPONIBILE ART.8/A DPR 632/72				
INSURANCE								

CERTITEX

Margotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Vicenza n. 639

C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MARZOT I

DOCUMENT INVOICE		NUMBER 7402170	DATE 28/02/1997	SEASON P/E 1997 AH/80	COPIA PER CLIENTE PAGE 6
AGENT 9430784 OX49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C		DATING FROM 28/02/1997 SCADENZA 31/03/1997

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.	QUANTITY		PRICE	AMOUNT		
		QUAL	VAR		(ML)				(USD)	(USD)
					GROSS	NET				
				416447230	67,8	67,8	11,00	745,80		
				416447240	64,0	63,2	11,00	695,20		
				416447250	58,6	58,6	11,00	644,60		
				416447260	72,1	71,8	11,00	789,80		
				416447270	61,7	60,5	11,00	665,50		
TOTALE ARTICOLO CC873					8873,2	8844,5		97.289,50		
TOTALE					8873,2	8844,5		97.289,50		
MARCHE: CLEARFIELD, PA.										
TOTALE KG NETTI..... 2.352,6										
TOTALE KG LORDI..... 2.417,1										
TOTALE COLLI..... 129										
DAL COLLO 16153 AL COLLO 16281										
8844,5 METERS OF PIECE GOODS OF 96PCT WOOL 3PCT NYLON AND 1PCT LYCRA										
93PCT WOOL 6PCT NYLON 1% LYCRA AT USD 11.00 PER METER AS FOLLOWS:										
STYLE CC873 10 102 2210,3 METERS										
STYLE CC873 10 111 2251,5 METERS										
STYLE CC873 10 1160 2291,7 METERS										
STYLE CC873 10 2240 2091,0 METERS										
FOB ITALY										
MERCHANDISE IS IN ACCORDANCE WITH BAYER PO NO.S031482										
DELIVERY F.O.B. ITAL.										

SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001 CERT. n° 34

RTITEX

TO: The Bank of New York
Letter of Credit Department
P.O. Box 11238
Church Street Station
New York, New York 10286-1238

Application and Agreement For Commercial Letter of Credit

Please issue an Irrevocable Letter of Credit (the "Credit") in accordance with this application and forward same to your correspondent for delivery to the beneficiary shown below.

by:
☐ Airmail ☐ Airmail, with short preliminary teletransmission ☒ Teletransmission

Seller's Name & Address	Beneficiary MAN. LANE G MARZOTTO FIGI SPA LARGO S. MARGHERITA, 1 36078 VALDAGNO, ITALY	Advising Bank (If Beneficiary's bank is unknown, The Bank of New York will use its correspondent bank.) BANCA NAZIONALE LAVORO CORSO PALLADIO 45 36100 VICENZA, ITALY
	L/C Number	Currency Amount US\$64,680.00 L About 5 % X +/- 5 %
Account Party's/ Buyer's Name & Address	Account Party BAYER CLOTHING GROUP, INC. R.D.#4 BOX 91B CLEARFIELD, PA 16830	Drafts must be presented for negotiation or presented to drawee on or before (expiry date) July 21, 1997

PARTIAL SHIPMENTS ☒ Permitted ☐ Not Permitted

TRANSHIPMENT ☒ Permitted ☐ Not Permitted

Available by drafts at sight for 100 % of the invoice value.

☒ Letter of Credit amount represents 100 % of the invoice value. Documents must be presented to negotiating or paying bank within 21 days after date of issuance of documents (shipping documents) but within validity of Letter of Credit.

☒ Evidence of Shipment of:
3,830 meters plus or minus 5 percent piece goods of 96 percent wool, 3 percent nylon and 1 percent lycra in styles and quantities as follows: style CC873-10-102 1540 meters, style CC873-10-111 1260 meters, style CC873-10-1160 1750 meters, and style CC873-10-2240 1330 meters at 11.00 per meter FOB

(NOTE: Do not attach copy of Purchase Order. Reference to it for identification purposes only.)
PURCHASE TERMS ☒ F.O.B. ☐ F.A.S. ☐ F.O.B. + INS. ☐ C. & F. ☐ C.I.F. ☐ EX DOCK ☐ EX FACTORY

DOCUMENTS REQUIRED

☒ Original Commercial Invoice and 2 copies, indicating that the merchandise is in accordance with Bayer Clothing PO# S032796

☐ Original Special Customs Invoice and _____ copies.

☒ Certificate of Origin in 2 copies.

☒ Packing List in 2 copies.

☒ Weight List in 2 copies.

DOCUMENT OF TITLE INFORMATION

☒ Full set clean on board ocean bills of lading to order of The Bank of New York plus 2 non-negotiable copies

☐ Full set clean on board ocean bills of lading to order of shipper blank endorsed plus _____ non-negotiable copies

☐ Clean airway bill consigned to _____ in copies

☐ Truck bill of lading addressed/consigned to _____

☐ Railroad bill of lading consigned to _____

NOTIFY: Intermaritime Forwarding Co., 156 William Street, New York, NY 10038. Attention Junko Harada.

Evidencing Shipment/Dispatch/Taken in charge, from Italy

for transportation to New York, NY, USA

☐ Freight collect ☐ Freight prepaid ☒ Shipment to be made no later than June 30, 1997

☐ Insurance effected by the Seller. We require Negotiable Marine Insurance Policy or Certificate covering:

☐ Insurance effected by the Seller. We require Negotiable Air Insurance Policy or Certificate covering:

☐ Marine Risk ☐ War Risks ☐ Warehouse to Warehouse Including Marine Extension Clause ☐ S.R. & C.C. Risks

☐ _____ % of Invoice Value ☐ All Risks of Physical Loss or Damage from any external cause irrespective of percentage

☐ Other Risks (Please Specify) _____

☒ Insurance as applicable to be effected by the buyer

Additional Documents (if any) _____

☐ All banking charges except those of The Bank of New York are for beneficiary's account.

☒ All banking charges are for buyer's account.

☐ Credit to be transferable

Special Instructions: Beneficiary's signed statement that merchandise shipped is in strict accordance with style number, color, quantity as per buyer's PO# S032796. Beneficiary's signed statement that one set of non-negotiable documents were sent to Bayer Clothing Group, Inc., RD# 4 Box 91B, Clearfield, PA 16830, and to Intermaritime Forwarding Co at the above address.

Unless otherwise instructed, documents will be forwarded to you in one airmail by the negotiating/paying bank. This Credit will be subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce presently in effect.

We warrant to you that the Importation of the commodity covered by this Credit does not contravene any law or regulation of the United States Government.

For Bank Use Only	My signature here indicates agreement to all the terms and conditions on each page of this application*
Approved (two required)	APPLICANT NAME _____
_____ No _____	ACCT. # _____
_____ No _____	By: _____ 1 _____ DATE _____
	AUTHORIZED SIGNATURE - TITLE _____

*If this application is to be executed by two or more parties, in the application for above indicate an account party other than the Applicant.

Statement appearing on page 4 should be executed. If the terms of the Credit or the terms of the Account Party appearing on page 4 should also be executed.



BAYER CLOTHING GROUP, INC.

Target Square • RD #4, Box 91B • Clearfield, PA 16830
(814) 765-7521

PURCHASE ORDER

S 032796

SHIP TO: TARGET SPORTSWEAR
F-VILLE BONDED WAREHOUSE
RT. 17040 COAL HILL ROAD
CLEARFIELD PA 16830-9758

DATE OF ORDER
03/26/97

TERMS
LETTER OF CREDIT

SHIP VIA
WILL ADVISE

FOB

BUYER

AUTHORIZED SIGNATURE

R. G. Gledhill

TO: MARZOTTO FIGLI
LARGO S. MARGHERITA, 1
VALDAGNO IT -

ORDER QUANTITY	UNIT MEAS	DESCRIPTION	UNIT PRICE	DOLLAR AMOUNT	SHIP DATE	CONTRACT NUMBER
1,684	YD	MARZOTTO CC873-10-102 8690-010 CHARCOAL 96% W 3% N 1% LYCRA 59"	10.0584	16,938.34	06/30/97	
		ITEM#: M--CC873--102				
1,378	YD	MARZOTTO CC873-10-111 8690-001 BLACK 93% W 6% N 1% LYCRA 59"	10.0584	13,860.47	06/30/97	
		ITEM#: M--CC873--111				
1,914	YD	MARZOTTO CC873-10-1160 8690-290 TAUPE 96% W 3% N 1% LYCRA 59"	10.0584	19,251.77	06/30/97	
		ITEM#: M--CC873-1160				
1,455	YD	MARZOTTO CC873-10-2240 8690-380 OLIVE 93% W 6% N 1% LYCRA 59"	10.0584	14,634.97	06/30/97	
		ITEM#: M--CC873-2240				
		TOTAL:		\$64,685.55		
COMMENTS:		PURCH. REQ. NY 0383				
		DIV: BCG				
		FEDERATED 8690R RETAIL F97				
		MARZOTTO ORDER NO.				
		COUNTRY OF ORIGIN: ITALY				
		PURCH. YIELD: 1.81				
		VIA: BOAT				

It is the policy of Bayer Clothing Group, Inc. to recruit and select applicants on the basis of their qualifications and ability without regard to age, religion, color, sex, national origin, handicap or veteran. Furthermore, affirmative measures shall be applied by every means possible to make known to potential applicants that Equal Employment Opportunities are available.

FILE

Trasporto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.184.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. d'Imp. (IVA) IT-00166580241
Registro Imprese: Vicenza n. 639

C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MARZOI I

COPIA PER CLIENTE

DOCUMENT INVOICE		NUMBER 7410282	DATE 30/06/1997	SEASON A/I 1997 AH/81	PAGE 1
CLIENT 9430784 DX49	CUSTOMER 3058140	TERMS OF PAYMENT BY CONF. & IRR. L/C NO. 100131689 OF THE BANK OF NEW YORK USA			DATING FROM 30/06/1997 SCADENZA 31/07/1997

ORIGINAL

TO:
BAYER CLOTHING GROUP, INC.
R.D. NO. 4 BOX 91B
16830 CLEARFIELD, PA
USA STATI UNITI

0002 0200

AMERITAL BY SEA

SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001 CERT. n° 34

DESCRIPTION	QUANTITY (ML)	PRICE (USD)	AMOUNT (USD)
	GROSS	NET	
PACK LIST 04 34025 05927 DATED 30/06/97			
QUAL CCB73 TESSUTO PETTINATO - WORSTED			
WIDTH 150 CM - PESO 170 GR/MTR			
TARIC 51121110			
COMPOS. WV 96% PA 3% EA 1%	22775	CCB73 0010.0102	416800140
			416800150
			416800290
			416800240
			416800250
			416800280
			416800290
			416800310
			416800320
			416800330
			416800350
			416800360
			416800370
			416800390
			416800400
COMPOS. WV 93% PA 6% EA 1%	22775	CCB73 0010.0111	416800420
			416800430
			416800460
			416800500
			416800510
			416800540
			416800580
ESPORTAZ. NON IMPOSTIBILE ART. B/A DPR 633/72			
DELIVERY B.O.B. ITALY			
INSURANCE COVERED BY YOU			

C.C.I.A.A. VICEZIA n. 811
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MARZOT I

DESCRIPTION	ORDR	PRODUCT CODE		MTRIC		QUANTITY (ML)		RATE (USD)	AMOUNT (USD)
		QUAL	VAR			GROSS	NET		
COMPOS. WV 96Z PA 32 EA 1Z	22775	CC073	0010.1160	416800590		72.4	72.4	11.00	796.40
				416800600		74.0	74.0	11.00	814.00
				416800610		71.6	71.6	11.00	787.60
				416800620		72.6	72.6	11.00	798.60
				416800630		69.5	69.5	11.00	764.50
				416800650		72.2	72.2	11.00	794.20
				416800710		69.7	69.7	11.00	766.70
				416822390		71.1	71.0	11.00	781.00
				416822400		69.5	69.4	11.00	763.40
				416822410		75.0	75.0	11.00	825.00
				416822430		74.1	74.1	11.00	815.10
				416822440		70.5	70.5	11.00	775.50
				416822450		72.3	72.3	11.00	795.30
				416822460		80.1	80.1	11.00	881.10
				416822470		62.4	62.4	11.00	686.40
				416822480		74.0	74.0	11.00	814.00
				416822500		72.3	72.3	11.00	795.30
				416822510		72.2	72.2	11.00	794.20
				416822520		70.0	70.0	11.00	770.00
				416822530		72.0	72.0	11.00	792.00
				416822540		71.3	71.1	11.00	782.10
				416822550		72.0	71.9	11.00	790.90
				416822560		70.0	70.0	11.00	770.00
				416822570		66.8	66.8	11.00	734.80
416822580		70.1	70.1	11.00	771.10				
DELIVERY F.O.B. ITALY						RSPORTAZ. NON IMPOSSIBILE ART.8/A DPR 633/72			
INSURANCE COVERED BY YOU									

Marzo

S.p.A.

Cap. Soc. L. 72.188.302.000 Iv.

C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Venezia il 639

tel. 0445/402000
Fax 0445/402000
Telex 482514 MARZO I

DOCUMENT VOICE		NUMBER 7410282	DATE 30/06/1997	REASON A/I 1997 AR/BI	COPIA PER CLIENTE PAGI 3
10784 9	CUSTOMER 3058140	PARITATA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C		DATING FROM 30/06/1997 SCADENZA 31/07/1997

DESCRIPTION	ORDER	PRODUCT CODE		N.B. C.N.R.	QUANTITY (ML)		PRICE (USD)	AMOUNT (USD)
		QUAL	VAR		GROSS	NET		
POS. WV D3X PA 6Z EA 1Z	22775	CCB73	0010.2240	416822590	72,3	72,3	11,00	795,30
				416822600	70,7	70,6	11,00	776,60
				416822610	74,1	74,0	11,00	814,00
				416800740	67,3	67,2	11,00	739,20
				416800750	59,1	59,1	11,00	650,10
				416800760	66,1	66,1	11,00	727,10
				416800780	71,5	71,5	11,00	786,50
				416800790	71,8	71,0	11,00	781,00
				416800800	72,0	72,0	11,00	792,00
				416800810	72,0	71,9	11,00	790,90
				416800820	72,0	72,0	11,00	792,00
				416800830	73,9	73,9	11,00	812,90
				416800840	71,4	71,4	11,00	785,40
				416800850	70,7	60,4	11,00	752,40
				416800870	72,2	72,2	11,00	794,20
				416800880	72,5	72,5	11,00	797,50
				416800890	72,9	72,9	11,00	801,90
				416800900	70,4	70,1	11,00	771,10
				416800910	73,7	73,7	11,00	810,70
					4721,2	4714,6		51.860,60
					4721,2	4714,6		51.860,60
NR ARTICOLO CCB73								
RE								
RE: CLEARFIELD, PA.								
BY								
ITALY								
RED BY YOU								
					ESPONTAZ. NON IMPOSSIBILE ART.8/A DPR 633/72			

Tricarzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (I.T.A.I.)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Venezia n. 639

C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MAIL/DT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMERO 7410282	DATE 30/06/1997	SECONDO A/I 1997 AII/81	PAGE 4
COUNT 9430784 0X49	CUSTOMER 3050140	PARTITA IVA	TERMINO PAGAMENTO BY CONF. & IRR. L/C	DATA INVIATA 30/06/1997 DATA RICEVUTA 31/07/1997

TO
BAYER CLOTHING GROUP, INC.,
R.D. NO. 4 BOX 91B
16830 CLEARFIELD, PA
USA STATI UNITI

0005 0200

DESCRIPTION	QUANTITY (MT.)	PRICE (USD)	AMOUNT (USD)
	GROSS	NET	
TOTALE KG NETTI..... 1.204,3 TOTALE KG LORDI..... 1.237,3 TOTALE COLLI..... 66			
DAL COLLO AL COLLO 70727 70792			
2584,0 METERS PIECE GOODS OF 96 PCT WOOL 3 PCT NYLON AND 1 PCT LYCRA IN STYLES AND QUANTITIES AS FOLLOWS: STYLE METER CC873-10-102 1081,9 CC873-10-1160 1502,1 2130,6 METERS PIECE GOODS OF 93 PCT WOOL 6 PCT NYLON AND 1 PCT LYCRA IN STYLES AND QUANTITIES AS FOLLOWS: STYLE METER CC873-10-111 1004,7 CC873-10-2240 1125,9 PRICE USD 11.00 PER METER FOB ITALY SHIPMENT FROM ITALY TO NEW YORK NY USA MERCHANDISE IS IN ACCORDANCE WITH BAYER PO NO. S033796			
DELIVERY P.O.D. ITALY			
INSURANCE COVERED BY YOU			
			ESPORTAZ. NON IMPONIBILE ART. 8/A DPR 633/72

SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001 CERT. n° 34

Application and Agreement For Commercial Letter of Credit

☐ Airmail ☐ Airmail, with short preliminary teletransmission ☒ Teletransmission

Seller's Name & Address	Beneficiary MAN. LANE G. MARZOTTO FIGI SPA LARGO S. MARGHERITA, 1 36078 VALDAGNO, ITALY	Advising Bank (If Beneficiary's bank is unknown, The Bank of New York will use its correspondent bank) BANCA NAZIONALE LAVORO CORSO PALLADIO 45 36100 VICENZA, ITALY
	U/C Number	Currency Amount US\$ 141,680.00 17. About 10 +/- 5 %
Account Party's/ Buyer's Name & Address	Account Party BAYER CLOTHING GROUP, INC. R.D.#4 BOX 91B CLEARFIELD, PA 16830	Drafts must be presented for negotiation or presented to drawee on or before (expiry date) June 21, 1997

PARTIAL SHIPMENTS
☒ Permitted ☐ Not Permitted

TRANSSHIPMENT
☒ Permitted ☐ Not Permitted

Available by drafts at sight for 100 % of the invoice value.

☒ Letter of Credit amount represents 100 % of the invoice value. Documents must be presented to negotiating or paying bank within 21 days after date of issuance of documents (shipping documents) but within validity of Letter of Credit.

☒ Evidence of Shipment of:

(NOTE: Do Not attach copy of Purchase Order. Reference to it for identification purposes only.)

PURCHASE TERMS ☒ F.O.B. ☐ F.A.S. ☐ F.O.B. + INS. ☐ C. & F. ☐ C.I.F. ☐ EX DOCK ☐ EX FACTORY

DOCUMENTS REQUIRED

☒ Original Commercial Invoice and 2 copies, indicating that the merchandise is in accordance with: BAYER CLOTHING PO# S031991 and S031992

☒ Original Special Customs Invoice and 2 copies. ☒ Packing List in 2 copies

☒ Certificate of Origin in 2 copies ☒ Weight List in 2 copies

DOCUMENT OF TITLE INFORMATION

☒ Full set clean on board ocean bills of lading to order of The Bank of New York plus 2 non-negotiable copies
☐ Full set clean on board ocean bills of lading to order of slipper blank endorsed plus _____ non-negotiable copies
☐ Clean airway bill consigned to _____ in copies
☐ Truck bill of lading addressed/consigned to _____
☐ Railroad bill of lading consigned to _____

NOTIFY: Intermaritime Forwarding Co. Inc., 156 William Street, New York, NY 10038 attention Junka Harada.

Evidencing Shipment/Dispatch/Taken in charge, from X Italy
for transportation to New York, NY, USA

☒ Freight collect ☐ Freight prepaid ☒ Shipment to be made no later than May 31, 1997

☐ Insurance effected by the Seller. We require Negotiable Marine Insurance Policy or Certificate covering:

☐ Insurance effected by the Seller. We require Negotiable Air Insurance Policy or Certificate covering:

☐ Marine Risk ☐ War Risks ☐ Warehouse to Warehouse including Marine Extension Clause ☐ S.R. & C.C. Risks

☐ _____ % of Invoice Value ☐ All Risks of Physical Loss or Damage from any external cause irrespective of percentage

☐ Other Risks (Please Specify) _____

☒ Insurance as applicable to be effected by the buyer

Additional Documents (if any) "Inspection certificate issued by Federated Product Development Florence or other "FPD" nominated inspection service."

☒ All banking charges except those of The Bank of New York are for beneficiary's account.
☐ All banking charges are for buyer's account.

Special Instructions: Beneficiary's signed statement that merchandise shipped is in strict accordance with style number, color, quantity as per buyer's PO's S031991 and S031992. Beneficiary's signed statement that one set of non-negotiable documents were sent to Mr. David E. Houseman, Bayer Clothing Group, Inc., R.D.#4 Box 91B, Clearfield, PA 16830 and to Intermaritime Forwarding Co. Inc. at above address.

Unless otherwise instructed, documents will be forwarded to you in one airmail by the negotiating/paying bank. This Credit will be subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce presently in effect.

We warrant to you that the Importation of the commodity covered by this Credit does not contravene any law or regulation of the United States Government.

For Bank Use Only

Approved (two required)

My signature here indicates agreement to all the terms and conditions on each page of this application*

APPLICANT
NAME

ACCT. #

By

AUTHORIZED SIGNATURE • TITLE

DATE _____

*If this application is to be executed by two or more parties, in applied for above indicate an account party other than the Applicant.

**DEFENDANT'S
EXHIBIT**

Agreement appearing on page 4 should be executed. If the terms of the Credit Agreement of Account Party appearing on page 4 should also be executed.)

Marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Vicenza n. 639C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MARZOT I

DOCUMENT INVOICE		NUMBER 7407407	DATE 29/05/1997	SEASON A/I 1997 AH/81	COPIA PER CLIENTI PAGE 1	
AGENT 9430784 OX49	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C NO. IO0131464 OF THE BANK OF NEW YORK NY			DATING FROM 29/05/1997 SCADENZA 29/06/1997

TO:
BAYER CLOTHING GROUP, INC.
R.D. NO. 4 BOX 91B
16830 CLEARFIELD, PA
USA STATI UNITI

AMERITAL BY SEA

0009 0200

DESCRIPTION	ORDER	PRODUCT CODE		PIECE NR.		QUANTITY (ML)		PRICE	AMOUNT
		QUAL	VAR			GROSS	NET	(USD)	(USD)
PACK.LIST 04 31025 01022 DATED 28/05/97									
QUAL CC873 TESSUTO PETTINATO - WORSTED WIDTH 150 CM - PESO 177 GR/MTQ TARIC 51121110 COMPOS. WV 93% PA 6% EA 1% Rif. PO 0345	21071	CC873	0010.0111	416648820		71,1	71,1	11,00	782,1
				416678530		72,2	72,2	11,00	794,2
				416678640		49,0	49,0	11,00	539,0
TOTALE ARTICOLO CC873						192,3	192,3		2.115,3
TOTALE						192,3	192,3		2.115,3
MARCHE: CLEARFIELD, PA.									
TOTALE KG NETTI..... 50,9									
TOTALE KG LORDI..... 52,4									
TOTALE COLLI..... 3									
DAL COLLO 15797 AL COLLO 15799									
PIECE GOODS OF 93 PCT WOOL 6 PCT NYLON AND 1 PCT LYCRA PER BAYER CLOTHING GROUP, INC. PURCHASE ORDER NO.S031991 AND S031992 IN STYLE AND QUANTITIES PER PURCHASE ORDER AS FOLLOWS: PURCHASE ORDER NO.S031991 AND S031992 AT USD.11.00 PER METER STYLE NO. QUANTITY METERS CC873-10- 111 192,3 FOB ITALY									
DELIVERY F.O.B. ITALY									
ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72									

SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001 CERT. n° 34

Gaetano Marzotto & Figli

SOCIETA' PER AZIONI - CAPITALE L. 72.188.302.000 INTERAMENTE VERSATO

SEDE SOCIALE IN VALDAGNO

TO WHOM IT MAY CONCERN

=====

CERTIFICATE

RE: L/C NO. IOO131464

WE CERTIFY THAT:

- 1) MERCHANDISE IS IN STRICT ACCORDANCE WITH STYLE NUMBER, COLOR, QUANTITY AS PER BUYER'S PO NO. SO31991 AND SO31992,
- 2) ONE COMPLETE SET OF NON NEGOTIABLE DOCUMENTS HAVE BEEN SENT TO APPLICANT AT ABOVE ADDRESS ATT: MR DAVID E. HOUSEMAN,
- 3) ONE COMPLETE SET OF NON NEGOTIABLE DOCUMENTS HAVE BEEN SENT TO INTERMARITIME FORWARDING CO.

IN FAITH

[Signature]
Gaetano Marzotto & Figli S.p.A.
DIVISIONE TESSUTI
INTERMARE VENTE EXPORT
(Rete Zingales)

BAYER CLOTHING GROUP, INC.

Target Square • RD #4, Box 91B • Clearfield, PA 16830
(814) 765-7521

PURCHASE ORDER

S 031992

SHIP TO: TARGET SPORTSWEAR
F-VILLE BUNDED WAREHOUSE
RT. 17040 COAL HILL ROAD
CLEARFIELD PA 16830-9750

DATE OF ORDER
01/27/97

TERMS
LETTER OF CREDIT

SHIP VIA
WILL ADVISE

FUS

BUYER

AUTHORIZED SIGNATURE

[Signature]

TO: MARZOTTO FIGLI
LARGO S. MARGHERITA, 1
VALDAGNO IT -

ORDER QUANTITY	UNIT MEAS.	DESCRIPTION	UNIT PRICE	DOLLAR AMOUNT	SHIP DATE	CONTRACT NUMBER
1,017	YD	MARZOTTO CC873-10-111 6690-001 BLACK 93% W 6% N 1% LYCRA 59"	10.0584	10,229.39	06/30/97	
		ITEM#: M--CC873--111				
1,531	YD	MARZOTTO CC873-10-102 6690-010 CHARCOAL 93% W 3% N 1% LYCRA 59"	10.0584	15,399.41	06/30/97	
		ITEM#: M--CC873--102				
1,039	YD	MARZOTTO CC873-10-1160 6690-290 TAUPE 93% W 3% N 1% LYCRA 59"	10.0584	10,450.67	06/30/97	
		ITEM#: M--CC873-1160				
1,312	YD	MARZOTTO CC873-10-2240 6690-380 OLIVE 93% W 6% N 1% LYCRA 59"	10.0584	13,196.62	06/30/97	
		ITEM#: M--CC873-2240				
TOTAL:				\$49,276.09		
COMMENTS: PURCHASED BY NY-0340						
DIV: ABCG						
FEDERATED 8690 F97						
MARZOTTO CONFIRMATION NO.						
COUNTRY OF ORIGIN - ITALY						
PURCH. YIELD: 1.7						
VIA: W/A						
DATE TO OPEN L/C: 03/22/97						

It is the policy of Bayer Clothing Group, Inc. to recruit and select applicants on the basis of their qualifications and ability without regard to age, religion, color, sex, national origin, handicap or veteran. Furthermore, affirmative measures shall be applied by every means possible to make known to potential applicants that Equal Employment Opportunities are available.

814 765 0797

Mar-18-02 04:04P Bayer Clothing Group, Inc. 814 765 0797 P.01

BAER CLOTHING

Fax:8147650774

**** Transmit Conf. Report ****

P.1

Jan 20 2000 13:49

Telephone Number	Mode	Start	Time	Page	Result	Note
92129448717	NORMAL	20,13:49	1'35"	6	* O K	



BAYER CLOTHING GROUP, INC.

RD4, Box 91B, Target Square • Clearfield, PA 16830 • Voice: (814) 765-7521 • Fax: (814) 765-0774

January 20, 2000

Dear Gisele:

The following pages are as follows:

1. Amendment for LC#264058 PO# 10255
2. Application for LC#264779 PO#10212
3. Application for LC PO# 10511

If you have any questions please feel free to contact me.

Sincerely,

Shirley London
Treasurers Assistant
Bayer Clothing Group, Inc.

**DEFENDANT'S
EXHIBIT**

H



BAYER CLOTHING GROUP, INC.

RD4, Box 91B, Target Square ♦ Clearfield, PA 16830 ♦ Voice: (814) 765-7521 ♦ Fax: (814) 765-0774

January 20, 2000

Dear Gisele:

The following pages are as follows:

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2. Application for LC#264779 PO#10212
3. Application for LC PO# 10511

If you have any questions please feel free to contact me.

Sincerely,

Shirley London
Treasurers Assistant
Bayer Clothing Group, Inc.



BAYER CLOTHING GROUP, INC.

RD4, Box 91B, Target Square ♦ Clearfield, PA 16830 ♦ Voice: (814) 765-7521 ♦ Fax: (814) 765-0774

January 20, 2000

The Bank of New York
Attention: Charles Lawrence
Letter of Credit Department

Re: L/C# I00264058

Dear Charles:

Please amend Letter of Credit I00264058 to Marzotto SPA as follows

1. Shipments to be as follows:
10,200 meters of piece goods to be shipped by air to New York, NY
no later than 1/31/2000 in style and quantities as follows:

Style CC873-0010-0102 1655 meters

Style CC873-0010-0111 2030 meters

Style CC873-0010-1160 2715 meters

Style CC873-0010-2240 2400 meters

Style CC873-0010-2320 1400 meters

Airway bill consigned to the Bank of New York

7,090 meters of piece goods to be shipped by boat to Mexico no later
than 1/31/2000 in style and quantities as follows:

Style CC873-0010-0102 6045 meters

Style CC873-0010-1160 575 meters

Style CC873-0010-2240 470 meters

Ocean Bill of Lading consigned to Fabricas Unidas Marvik with
copies to the Bank of New York

All other terms and conditions and conditions remain the same.

Thanks for your prompt assistance to this matter.

Sincerely,

Shirley London
Treasury Assistant
Bayer Clothing Group, Inc.

THE BANK OF NEW YORK

NEW YORK'S FIRST BANK - FOUNDED 1784 BY ALEXANDER HAMILTON

MESSAGE SENT VIA TELETRANSMISSION TO: APPLICANT:

BANCA COMMERCIALE ITALIANA
VIA GIURIOLO
MONTECCHIO MAGGIORE
VICENZA 36075 ITALY

GMAC COMMERCIAL CREDIT, LLC/
BAYER CLOTHING GROUP INC.
R.D.4 BOX 91B
CLEARFIELD, PA 16830

**** POSSIBLE DUPLICATE ****

PLEASE ADVISE, WITHOUT ADDING YOUR CONFIRMATION:

MARZOTTA SPA
LARGO S.MARGHEITA 1
36078 VALDAGNO
VICENZA ITALY

WE ISSUED NONTRANSFERABLE IRREVOCABLE CREDIT I00264058 THEIR FAVOR
DATE OF ISSUE DECEMBER 27 1999

ACCOUNT OF:
GMAC COMMERCIAL CREDIT, LLC/
BAYER CLOTHING GROUP INC.
R.D.4 BOX 91B
CLEARFIELD, PA 16830

AVAILABLE WITH:
ANY BANK

BY NEGOTIATION

DRAFTS AT SIGHT
DRAWN ON THE BANK OF NEW YORK
NEW YORK, NY

PERIOD FOR PRESENTATION:
DRAFTS AND DOCUMENTS MUST BE
PRESENTED NOT LATER THAN 15 DAYS
AFTER ISSUANCE DATE OF TRANSPORT
DOCUMENT BUT WITHIN L/C VALIDITY.

AMOUNT USD190,190.00

AMOUNT SPECIFICATION:
PLUS/MINUS 5.00 PERCENT

DATE OF EXPIRY IS FEBRUARY 15 2000
PLACE OF EXPIRY IS NEGOTIATING BANK

PARTIAL SHIPMENTS ARE PERMITTED
TRANSHIPMENTS ARE NOT PERMITTED

- CONTINUED ON NEXT PAGE -

TRN DCJ-991223-2799500 ATIL MSN 00000 PSN 00515 S563P213

THE BANK OF NEW YORK

NEW YORK'S FIRST BANK - FOUNDED 1784 BY ALEXANDER HAMILTON

OUR IRREVOCABLE CREDIT 100264058

GMAC COMMERCIAL CREDIT, LLC/

SHIPMENT FROM ITALY
TO MEXICO
LATEST SHIPMENT DATE -00/01/31

COVERING:

17,290 METERS OF PIECE GOODS IN CONTENT, STYLE AND QUANTITIES AS FOLLOWS: 96 PERCENT WOOL, 3 PERCENT NYLON AND 1 PERCENT LYCRA STYLE CC87310102 7700 METERS AND STYLE CC873101160 3290 METERS, 93 PERCENT WOOL, 6 PERCENT NYLON AND 1 PERCENT LYCRA STYLE CC87310111 2030 METERS, STYLE CC873102240 2870 METERS, AND STYLE CC873102320 1400 METERS. ALL PIECE GOODS ORDERED AT USD11.00 PER METER FOB ITALY.

PLUS/MINUS 5 PERCENT IN QUANTITY AND TOTAL AMOUNT OF L/C IS ACCEPTABLE.
FOB ITALY

DOCUMENTS REQUIRED:

ORIGINAL SIGNED COMMERCIAL INVOICE PLUS 2 COPIES.

ORIGINAL PACKING LIST PLUS 2 COPIES.

ORIGINAL CERTIFICATE OF ORIGIN PLUS 2 COPIES.

ORIGINAL DECLARATION OF ORIGIN PLUS 2 COPIES.

FULL SET OF CLEAN ONBOARD OCEAN BILL OF LADING CONSIGNED TO THE ORDER OF/AIRWAY BILL CONSIGNED TO FABRICAS UNIDAS MARVIK, S.A. DE DE C.V., VARGAS LUGO NO. 56 C AZCUALTIPAN, HIDALGO C.P. 43200 MEXICO. CONTACT: ALONSO GARCIA PHONE 011-527-742-0363 FAX 011-527-742-0070, MARKED FREIGHT COLLECT, MARKED NOTIFY BAYER CLOTHING GROUP INC., AND LEONCIO FERNANDEZ HINOJOSA Y. IA, L.C. SOLES 56 PENON, DE LOS BANOS MEXICO, D.F. 15520. PHONE: 044-525-751-111. FAX: 011-525-760-7819.

BENEFICIARY'S SIGNED STATEMENT THAT ONE SET OF NON-NEGOTIABLE DOCUMENTS WERE SENT TO MR. CHARLES MADERA, BAYER CLOTHING GROUP INC, R.D.4 BOX 91B, CLEARFIELD, PA 16830 AND TO CANDY VAWTER, MACCLENNY PRODUCTS INC, 1481 SOUTH 5TH STREET, MACCLENNY, FL 32063.

BENEFICIARY'S SIGNED STATEMENT THAT MERCHANDISE SHIPPED IS IN STRICT ACCORDANCE WITH STYLE, COLOR, QUALITY, AND QUANTITY AS PER BUYER'S PO NO. 10255.

BANK TO BANK INFORMATION:
PLEASE RELAY TO YOU:
CORSO PALLADIO 72

- CONTINUED ON NEXT PAGE -

TRN DCJ-991223-2799500 ATTI MSN 00000 PSN 00515 SE/75217

THE BANK OF NEW YORK
NEW YORK'S FIRST BANK - FOUNDED 1784 BY ALEXANDER HAMILTON
OUR IRREVOCABLE CREDIT 100264058
GMAC COMMERCIAL CREDIT, LLC/

VICENZA 36100 ITALY
SWIFT: BCITITMM920

SPECIAL CONDITIONS FORMING AN INTEGRAL PART OF THIS CREDIT:

1ST SHIPMENT OF 10,640 METERS OF PIECE GOODS IN STYLES AND QUANTITIES AS FOLLOWS LATEST SHIP DATE DECEMBER 31, 1999:
7700 METERS STYLE CC87310102, 910 METERS STYLE CC87310111, 770 METERS STYLE CC873101160, AND 1260 METERS STYLE CC873102320.

2ND SHIPMENT OF 6650 METERS OF PIECE GOODS IN STYLES AND QUANTITIES AS FOLLOWS LATEST SHIP DATE JANUARY 15, 2000:
1120 METERS STYLE CC87310111, 2520 METERS STYLE CC873101160, 140 METERS STYLE CC873102320, AND 2870 METERS STYLE CC873102240.

ANY GOODS NOT MEETING STANDARD ARE SUBJECT TO CLAIM OR REJECTION.

BAYER CLOTHING PO NUMBER 10255 MUST ACCOMPANY EVERY SHIPMENT. FAILURE TO DO SO COULD DELAY PAYMENT AND/OR SHIPMENT REFUSED AT RECEIVING.

INSURANCE COVERED BY BUYER.

ALL BANKING CHARGES EXCEPT THOSE OF THE BANK OF NEW YORK, NEW YORK, ARE FOR BENEFICIARY'S ACCOUNT.

A DISCREPANT DOCUMENT FEE OF USD60.00 WILL BE DEDUCTED FROM THE PROCEEDS OF ANY DRAWING IF DOCUMENTS ARE PRESENTED WITH DISCREPANCY(IES).

DOCUMENTS REQUIRED UNDER THIS CREDIT MUST BE SENT IN ONE SET VIA MAIL TO: THE BANK OF NEW YORK, LETTER OF CREDIT DEPARTMENT, CHURCH STREET STATION, P.O. BOX 11238, NEW YORK, N.Y. 10286-1238 OR VIA COURIER TO: THE BANK OF NEW YORK, LETTER OF CREDIT DEPARTMENT, 101 BARCLAY ST., NEW YORK, N.Y. 10286.

IF ANY AMENDMENT TO THIS LETTER OF CREDIT IS NOT ACCEPTED BY THE BENEFICIARY, THE BENEFICIARY'S SIGNED STATEMENT TO THAT EFFECT IS REQUIRED. THIS LETTER OF CREDIT IS SUBJECT TO UNIFORM AND PRACTICES FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO.500. THIS TELECOMMUNICATION IS THE OPERATIVE CREDIT INSTRUMENT, NO MAIL CONFIRMATION WILL FOLLOW. WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS AND BONA FIDE HOLDERS OF DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS OF THIS CREDIT THAT THE SAME SHALL BE DULY HONORED ON PRESENTATION TO THE DRAWEE.

THE BANK OF NEW YORK

NEW YORK'S FIRST BANK - FOUNDED 1784 BY ALEXANDER HAMILTON

MESSAGE SENT VIA TELETRANSMISSION TO:

BANCA COMMERCIALE ITALIANA
VIA GIURIOLO
MONTECCHIO MAGGIORE
VICENZA 36075 ITALY

APPLICANT:

GMAC COMMERCIAL CREDIT, LLC/
BAYER CLOTHING GROUP INC.
R.D.4 BOX 91B
CLEARFIELD, PA 16830

PLEASE ADVISE:

MARZOTTA SPA
LARGO S.MARGHEITA 1
36078 VALDAGNO
VICENZA ITALY

THE FOLLOWING INSTRUMENT INCLUDING ANY PREVIOUS AMENDMENTS:
OUR CREDIT NO. 100264058
DATE OF ORIGINAL ISSUE DECEMBER 27 1999
CORRESPONDENT'S REFERENCE NO. 10255

APPLICANT:

GMAC COMMERCIAL CREDIT, LLC/
BAYER CLOTHING GROUP INC.
R.D.4 BOX 91B
CLEARFIELD, PA 16830

HAS BEEN AMENDED AS FOLLOWS:

AMENDMENT DATE JANUARY 04 2000

RECEIVED TLX ON 99/12/30 CORRECTING
BENEFICIARY'S NAME TO READ:

MARZOTTO S.P.A.
LARGO SANTA MARGHERITA 1
36078 VALDAGNO
VINCENZA ITALY

BENEFICIARY HAS BEEN MODIFIED AS FOLLOWS:

FROM: MARZOTTA SPA
LARGO S.MARGHEITA 1
36078 VALDAGNO
VICENZA ITALY

TO: MARZOTTO S.P.A.
LARGO SANTA MARGHERITA 1
36078 VALDAGNO
VICENZA, ITALY

ALL OTHER CONDITIONS REMAIN UNCHANGED.

BAYER CLOTHING GROUP, INC.**PURCHASE ORDER**Target Square • RD #4, Box 91B • Clearfield, PA. 16830
(814) 765-7521

10255-00

PAGE #: 1

SHIP TO: MARVIK

DATE OF ORDER
10/15/99TERMS
LETTER OF

SHIP-VIA

F03

CALL FOR INSTR

BUYER

AUTHORIZED SIGNATURE

35 MELISSAM

TO: MARZOTTO
36078 VALDAGNO
LLAGO S. MARGHERITA, 1*P. Cholede*

-- ITALY

ORDER QUANTITY	UNIT MEAS.	DESCRIPTION	UNIT PRICE	DOLLAR AMOUNT	SHIP DATE	CONTRACT NUMBER
2220.00	YD	MARZOTTO CC873-10-111 ITEM# : MCC873 CONTENT: 93% WOOL 6% NYLON 1% LYCRA	10.0584	22329.64	12/15/99	
COMMENTS: 638-G9						
6125.00	YD	MARZOTTO CC873-10-102 ITEM# : MCC873 CONTENT: 96% WOOL 3% NYLON 1% LYCRA	10.0584	61607.70	12/15/99	
COMMENTS: 638-G5						
2297.00	YD	MARZOTTO CC873-10-102 ITEM# : MCC873 CONTENT: 96% WOOL 3% NYLON 1% LYCRA	10.0584	23104.14	12/31/99	
COMMENTS: 638-G5						
1532.00	YD	MARZOTTO CC873-10-2320 ITEM# : MCC873 CONTENT: 93% WOOL 6% NYLON 1% LYCRA	10.0584	15409.46	12/31/99	
COMMENTS: 638-G5						
3598.00	YD	MARZOTTO CC873-10-1160 ITEM# : MCC873 CONTENT: 96% WOOL 3% NYLON 1% LYCRA	10.0584	36190.12	12/31/99	
3139.00	YD	MARZOTTO CC873-10-2240 ITEM# : MCC873 CONTENT: 93% WOOL 6% NYLON 1% LYCRA	10.0584	31573.31	1/15/00	
COMMENTS: 638-G5						

It is the policy of Bayer Clothing Group, Inc. to recruit and select applicants on the basis of their qualifications and ability without regard to age, religion, color, sex, national origin, handicap or veteran. Furthermore, affirmative measures shall be applied by every means possible to make known to potential applicants that Equal Employment Opportunities are available.

VENDOR

PURCHASE ORDER

10255-00

TERMS
LETTER OF

SHIP-VIA FOB
CALL FOR INSTR
BUYER AUTHORIZED SIGNATURE
85 MELISSAM

[illegible]

It is the policy of Bayer Clothing Group, Inc. to recruit and select applicants on the basis of their qualifications and ability without regard to age, religion, color, sex, national origin, handicap or veteran. Furthermore, affirmative measures shall be applied by every means possible to make known to potential applicants that Equal Employment Opportunities are available.

VENDOR

RAW MATERIALS PURCHASE REQUEST

DATE: 10-99 REQUEST #: NY 2006 PO #: 10255
 DIV./ACCT: BMG SEASON: SPRING 2000 CONTROL #: _____
 SPECIFIC CUSTOMER: FEDERATED RETAIL ☒ or CATALOG ☐
 MILL/AGENT: MARZOTTO COUNTRY OF ORIGIN: ITALY
 PURCHASE: _____ POINT OF _____
 YD. ☐ or MTR. ☒ TOTAL \$: 190,190.00 OWNERSHIP: ITALY
 TERMS: LC SIGHT NET MILL DELIVERY: SEE BELOW VIA: _____
 FABRIC CONTENT: 96% WOOL / 3% NYLON / 1% LYCRA
 COMMENTS: TROUSERS

MILL STYLE / COLOR #:	COLOR NAME / PATTERN:	INTERNAL STYL/CLR#:	QTY YD (MTR)	PRICE: DEL 10.0554 \$:	TOTAL	CUT. WIDTH:	PURCH. YIELD:
<u>CC877-0010-0102</u>	<u>CHARCOAL</u>	<u>8690-010</u>	<u>5600</u>	<u>12/15 11.00</u>	<u>61600.00</u>	<u>59"</u>	<u>1.6</u>
<u>CC873-0010-0102</u>	<u>CHARCOAL</u>	<u>8690-010</u>	<u>2100</u>	<u>12/31 11.00</u>	<u>23100.00</u>	<u>59"</u>	
<u>CC873-0010-0111</u>	<u>BLACK</u>	<u>8690-001</u>	<u>2030</u>	<u>12/15 11.00</u>	<u>22320.00</u>	<u>59"</u>	
<u>CC873-0010-1160</u>	<u>TAUPE</u>	<u>8690-290</u>	<u>3290</u>	<u>12/31 11.00</u>	<u>36170.00</u>	<u>59"</u>	
<u>CC873-0010-2270</u>	<u>OLIVE</u>	<u>8690-380</u>	<u>2870</u>	<u>1/15 11.00</u>	<u>31570.00</u>	<u>59"</u>	
<u>CC873-0010-2320</u>	<u>BROWN</u>	<u>8690-200</u>	<u>1400</u>	<u>12/31 11.00</u>	<u>15400.00</u>	<u>59"</u>	☒
<u>17290 meters</u>							

L/C REQUEST

BENEFICIARY / IN FAVOR OF:

BANK:

EXPIRATION DATE OF L/C: _____

SHIPPED FROM: _____

SHIPPED TO: _____

METHOD OF SHIPMENT: _____

COMMENTS: _____

DATE TO OPEN L/C: _____

NAME OF CARRIER: _____

SIGNATURE: MERCHANDISER:

CORPORATE MERCHANDISER:

Kathryn Galvin

Marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Vicenza n. 639C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 9455102	DATE 28/12/1999	SEASON P/E 2000 AB/86	PAGE 1
AGENT **** 0849	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C NO. 100264058 OF THE BANK OF NEW YORK, NEW YORK	DATING FROM 28/12/1999 SCADENZA 28/01/2000

TO:

GMAC COMMERCIAL CREDIT, LLC/
BAYER CLOTHING GROUP INC.

R.D. 4 BOX 91B

CLEARFIELD, PA 16830 USA

MSAS GLOBAL LOGISTICS BY AIR

0007 0000

DESCRIPTION	ORDER	PRODUCT CODE		RECEIPL	QUANTITY (ML)		PRICE (USD)	AMOUNT (USD)
		QUAL	VAR		GROSS	NET		
PACK.LIST 04 34025 12077 DATED 28/12/99								
PO 10255-00 fm 73/99								
QUAL CC873 TESSUTO PETTINATO - WORSTED WIDTH 150 CM - PESO 167 GR/MTQ TARIC 51121110 COMPOS. WV 93% PA 6% EA 1% Rif. PO 10255	22707	CC873	0010.2240	419589460	73,8	73,8	11,00	811,80
				419589470	72,8	72,5	11,00	797,50
				419589490	70,0	70,0	11,00	770,00
				419589510	75,1	74,5	11,00	819,50
				419589530	72,3	72,3	11,00	795,30
				419589550	77,5	77,5	11,00	852,50
				419589570	74,0	74,0	11,00	814,00
				419589590	72,2	72,1	11,00	793,10
				419589600	76,5	76,5	11,00	841,50
				419589610	72,0	72,0	11,00	792,00
				419589630	74,0	74,0	11,00	814,00
				419589640	77,6	77,6	11,00	853,60
				419589650	72,9	72,5	11,00	797,50
				419669820	70,0	70,0	11,00	770,00
				419669830	70,9	70,6	11,00	776,60
				419825680	61,8	61,8	11,00	679,80
				419825690	72,9	72,9	11,00	801,90
				419825700	75,5	75,5	11,00	830,50
				419825710	75,4	75,4	11,00	829,40
				419825720	75,1	75,1	11,00	826,10
				419825730	76,0	76,0	11,00	836,00
DELIVERY F.O.B. ITALY								
INSURANCE COVERED BY YOU								
							ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72	

SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001 CERT. n° 34

Marzotto

S.p.A.

Divisione Tessuti

Cap. Soc. L. 72.188.302.000 i.v.

Sede sociale in Valdagno (VI)
Largo S. Margherita, 1 (ITALY)
C. Fisc. e Part. IVA IT-00166580241
Registro Imprese Vicenza n. 639C.C.I.A.A. Vicenza n. 801
Tel. 0445/429411
Fax 0445/402000
Telex 482514 MARZOT I

COPIA PER CLIENTE

DOCUMENT INVOICE	NUMBER 9455102	DATE 28/12/1999	SEASON P/E 2000 AH/86	PAGE 2
AGENT **** 0849	CUSTOMER 3058140	PARTITA IVA	TERMS OF PAYMENT BY CONF. & IRR. L/C NO. 100264058 OF THE BANK OF NEW YORK, NEW YORK	DATING FROM 28/12/1999 SCADENZA 28/01/2000

TO:

GMAC COMMERCIAL CREDIT, LLC/
BAYER CLOTHING GROUP INC.
R.D. 4 BOX 91B
CLEARFIELD, PA 16830 USA

MSAS GLOBAL LOGISTICS BY AIR

0008 0000

DESCRIPTION	ORDER	PRODUCT CODE		PIECENR.	QUANTITY (ML)		PRICE (USD)	AMOUNT (USD)
		QUAL	VAR		GROSS	NET		
				419825740	74,9	74,9	11,00	823,90
				419825750	70,7	70,7	11,00	777,70
				419825760	75,0	75,0	11,00	825,00
				419825770	70,4	70,4	11,00	774,40
				419825780	74,8	74,8	11,00	822,80
				419825790	72,0	72,0	11,00	792,00
				419825800	70,5	70,5	11,00	775,50
				419825810	73,0	73,0	11,00	803,00
				419825820	72,3	72,3	11,00	795,30
				419825830	68,5	68,5	11,00	753,50
				419825840	72,0	71,0	11,00	781,00
				419825850	72,2	72,2	11,00	794,20
TOTALE ARTICOLO CC873					2404,6	2401,9		26.420,90
TOTALE					2404,6	2401,9		26.420,90
TOTALE KG NETTI.....								613,7
TOTALE KG LORDI.....								630,2
TOTALE COLLI.....								33
DAL COLLO								60177
AL COLLO								60209
2401,9 METERS OF PIECE GOODS IN CONTENT, STYLE AND QUANTITIES AS FOLLOWS 93 PERCENT WOOL, 6 PERCENT NYLON AND 1 PERCENT LYCRA STYLE CC873102240 2401,9 METERS. ALL PIECE GOODS ORDERED AT USD 11.00 PER METER FOB ITALY. PLUS/MINUS 5 PERCENT IN QUANTITY AND TOTAL AMOUNT OF L/C IS ACCEPTABLE. FOB ITALY BAYER CLOTHING PO NUMBER 10255								
DELIVERY F.O.B. ITALY								
INSURANCE COVERED BY YOU								
								ESPORTAZ. NON IMPONIBILE ART.8/A DPR 633/72

34
CERT. n° 34
SISTEMA QUALITÀ CERTIFICATO UNI EN ISO 9001

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

CREDIT CLAIMED BY BAYER CLOTHING GROUP, INC., ON DAMAGED OR DEFECTIVE GOODS

These goods are not to be replaced unless authorized in writing.

DATE RECEIVED: 12/17/98

CASE #	STYLE	COLOR	MEMO UNITS	ACTUAL UNITS	POINTS	REMARKS
416284640	CC873-10	102	78.5			wrong color of goods \$863.50
PRICE PER UNIT \$11.00		INCOMING FREIGHT \$55.74			TOTAL CLAIM \$919.33	
CLAIM ALLOWANCE						
PRICE PER UNIT		DEFENDANT'S EXHIBIT <i>I</i>			TOTAL CLAIM	
Accounting Dept. charge the above Supplier for claim allowance.					TOTAL CLAIM \$919.33	

JS-1

BAYER CLOTHING GROUP, INC.

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

NO. 1242

CREDIT CLAIMED BY BAYER CLOTHING GROUP, INC., ON DAMAGED OR DEFECTIVE GOODS

FROM Marzotto DATE 2/11/97
101 West 55th Street
New York, NY 10019
These goods are not to be replaced unless authorized in writing.

OUR P.O. # S29984

CONTRACT # _____

OUR REC. # 110483

INVOICE # 6418814

DATE RECEIVED: 12/17/96

REJECTED - RETURNED FOR FULL CREDIT.
PLEASE FORWARD SHIPPING INSTRUCTIONS IMMEDIATELY.

CASE #	STYLE	COLOR	MEMO UNITS	ACTUAL UNITS	POINTS	REMARKS
416286660	CC873-10	2240	68.7		52	selvege \$ 955.70
PRICE PER UNIT		INCOMING FREIGHT			TOTAL CLAIM	
\$11.00		\$48.78			\$1004.48	
CLAIM ALLOWANCE						
416285070	CC873-10	111	64		18	shade bar 10% \$ 70.40
416345760	CC873-10	2240	67.0		29	misweave 20% \$ 147.00
41623662.0	CC873-10	2240	69.9		21	shade change 10% \$ 76.80
41628632.0	CC873-10	2240	72.2		20	shade change 10% \$ 70.42
PRICE PER UNIT		TOTAL CLAIM			TOTAL CLAIM	
\$11.00					\$ 394.33	
Accounting Dept. charge the above Supplier for claim allowance.					TOTAL CLAIM \$1398.81	

**DEFENDANT'S
EXHIBIT**
5

AUTHORIZED SIGNATURE

JS-1

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

CREDIT CLAIMED BY BAYER CLOTHING GROUP, INC., ON DAMAGED OR DEFECTIVE GOODS

DATE 2/11/97

These goods are not to be replaced
unless authorized in writing.

CONTRACT #

INVOICE # 6419321

DATE RECEIVED:

REJECTED - RETURNED FOR FULL CREDIT.
PLEASE FORWARD SHIPPING INSTRUCTIONS IMMEDIATELY.

CASE #	STYLE	COLOR	MEMO UNITS	ACTUAL UNITS	POINTS	REMARKS
PRICE PER UNIT		INCOMING FREIGHT			TOTAL CLAIM	
CLAIM ALLOWANCE						
41632473.0	CC873-10	111	59.2		18	shade bars 10% \$ 65.12
41628552.0	CC873-10	111	59.9		18	shade bars 10% \$ 65.39
41628503.0	CC873-10	111	64.3		21	shade bars misweav10% \$ 70.73
41628554.0	CC873-10	111	71.3		21	misweaves 10% \$ 73.43
41628541.0	CC873-10	111	71.3		30	holes 20% \$156.36
41628501.0	CC873-10	111	66.5		20	shade bars misweav10% \$ 73.15
PRICE PER UNIT \$11.00					TOTAL CLAIM \$510.18	
Accounting Dept. charge the above Supplier for claim allowance.				DEFENDANT'S EXHIBIT 		TOTAL CLAIM \$510.18

AUTHORIZED SIGNATURE

BAYER CLOTHING GROUP, INC.

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

NO. **1244**

CREDIT CLAIMED BY BAYER CLOTHING GROUP, INC., ON DAMAGED OR DEFECTIVE GOODS

FROM Marzotto DATE 2/11/97
101 West 55th Street
New York, NY 10019
These goods are not to be replaced
unless authorized in writing.

OUR P.O. # S29984 CONTRACT # _____

OUR REC. # 110489 INVOICE # 6419627

DATE RECEIVED: 12/17/96

REJECTED - RETURNED FOR FULL CREDIT.
PLEASE FORWARD SHIPPING INSTRUCTIONS IMMEDIATELY.

CASE #	STYLE	COLOR	MEMO UNITS	ACTUAL UNITS	POINTS	REMARKS
PRICE PER UNIT		INCOMING FREIGHT			TOTAL CLAIM	
CLAIM ALLOWANCE						
41628669.0	CC873-10	2240	66.4		19	shade slubs 10Z \$ 73.04
41628638.0	CC873-10	2240	71.7		25	shade bars slubs 15Z \$118.31
PRICE PER UNIT					TOTAL CLAIM	
\$11.00					\$191.35	
Accounting Dept. charge the above Supplier for claim allowance.				TOTAL CLAIM		\$191.35

**DEFENDANT'S
EXHIBIT**

L

AUTHORIZED SIGNATURE _____

BAYER CLOTHING GROUP, INC.

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

NO. 1245

CREDIT CLAIMED BY BAYER CLOTHING GROUP, INC., ON DAMAGED OR DEFECTIVE GOODS

FROM Marzotto DATE 2/12/97
101 West 55th Street
New York, NY 10019 These goods are not to be replaced
unless authorized in writing.

OUR P.O. # S29984 CONTRACT # _____

OUR REC. # 110488 INVOICE # 6419321

DATE RECEIVED: 12/17/98

REJECTED - RETURNED FOR FULL CREDIT.
PLEASE FORWARD SHIPPING INSTRUCTIONS IMMEDIATELY.

CASE #	STYLE	COLOR	MEMO UNITS	ACTUAL UNITS	POINTS	REMARKS
416286370	CC873-10	2240	70.4		46	misweaves shade \$ 774.40
PRICE PER UNIT		INCOMING FREIGHT			TOTAL CLAIM	
\$49.98		\$49.98			\$ 824.38	
CLAIM ALLOWANCE						
416286370	CC873-10	2240	70.9		25	Shade bars 15% \$ 116.99
416286380	CC873-10	2240	72.4		24	shade bars 15% \$ 119.46
416286500	CC873-10	2240	67.1		20	misweaves 10% \$ 73.81
416286770	CC873-10	2240	68.0		22	shade change 10% \$ 75.70
446325200	CC873-10	2240	70.7		24	shade change 15% \$ 116.66
416286490	CC873-10	2240	61.0		26	shade bars 10% \$ 67.10
PRICE PER UNIT		TOTAL CLAIM			TOTAL CLAIM	
\$11.00					\$ 560.81	
Accounting Dept. charge the above Supplier for claim allowance.					TOTAL CLAIM \$1304.19 1294.19	

DEFENDANT'S
EXHIBIT

AUTHORIZED SIGNATURE _____

BAYER CLOTHING GROUP, INC.

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

NO. 1246

CREDIT CLAIMED BY BAYER CLOTHING GROUP, INC., ON DAMAGED OR DEFECTIVE GOODS

FROM Marzotto DATE 2/11/97
101 West 55th Street
New York, NY 10019
These goods are not to be replaced unless authorized in writing.

OUR P.O. # S29985 CONTRACT # _____

OUR REC. # 110853 INVOICE # 6420354

DATE RECEIVED: _____

REJECTED - RETURNED FOR FULL CREDIT.
PLEASE FORWARD SHIPPING INSTRUCTIONS IMMEDIATELY.

CASE #	STYLE	COLOR	MEMO UNITS	ACTUAL UNITS	POINTS	REMARKS
4162853	1.5 CC873 ✓	111	35.7		20	2 piece shade bar \$ 392.70

PRICE PER UNIT \$11.00	INCOMING FREIGHT \$25.35	TOTAL CLAIM \$ 418.05
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416325600	CLAIM ALLOWANCE
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41632556	CC873	2240	69.8	16	shade change 25%	\$ 15.36
41632568	CC873 ✓	2240	58.7	25	shade change 20%	\$ 120.14
41628698	CC873 ✓	2240	70.0	24	shade change 15%	\$ 115.50
41632570	CC873 ✓	2240	57.4	24	shade change 20%	\$ 126.38
41632375	CC873 ✓	102	71.5	22	misweaves 10%	\$ 78.63
41632475	CC873 ✓	111	69.8	28	shade bars misweaves 20%	\$ 153.56
41628571	CC873 ✓	111	27.4	8	holes 10%	\$ 30.14
41628504	CC873 ✓	111	60.6	22	slubs shade bar 10%	\$ 70.54

PRICE PER UNIT \$11.00	DEFENDANT'S EXHIBIT N	TOTAL CLAIM \$725.19
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Accounting Dept. charge the above Supplier for claim allowance. TOTAL CLAIM \$725.19

AUTHORIZED SIGNATURE _____

BAYER CLOTHING GROUP, INC.

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

NO. 1247

CREDIT CLAIMED BY BAYER CLOTHING GROUP, INC., ON DAMAGED OR DEFECTIVE GOODS

FROM Marzotto
101 West 65th Street
New York, NY 10019

DATE 2/11/97

These goods are not to be replaced
unless authorized in writing.

OUR P.O. # 529985

CONTRACT # _____

OUR REC. # 110857, 110859

INVOICE # 6420354

DATE RECEIVED: 1/10/98

REJECTED - RETURNED FOR FULL CREDIT.
PLEASE FORWARD SHIPPING INSTRUCTIONS IMMEDIATELY.

CASE #	STYLE	COLOR	MEMO UNITS	ACTUAL UNITS	POINTS	REMARKS	
41630835	49950	1170	69.9		36	shade change	\$ 768.90
PRICE PER UNIT		INCOMING FREIGHT		TOTAL CLAIM			
\$11.00		\$49.63		\$ 818.53			
CLAIM ALLOWANCE							
41632554	CC873	2240	71.1	✓	26	shade change	15% \$ 117.32
41632560	CC873	2240	74.1	✓	22	shade change	10% \$ 81.51
41638695	CC873	2240	65.2	✓	20	shade change	10% \$ 71.72
41638653	CC873	2240	65.5	✓	24	shade bars	10% \$ 72.05
41632585	CC873	2240	69.3	✓	21	shade bars	10% \$ 76.23
41634577	CC873	2240	68.7	✓	24	light line	15% \$ 113.96
41632588	CC873	2240	69.2	✓	28	slubs wrinkles	20% \$ 152.24
41632561	CC873	2240	74.3	✓	19	shade change	10% \$ 163.46
41628674	CC873	2240	72.4	✓	18	shade bars	10% \$ 70.64
PRICE PER UNIT		TOTAL CLAIM					
\$11.00		\$ 927.53					
Accounting Dept. charge the above Supplier for claim allowance.				TOTAL CLAIM		\$1746.06	

DEFENDANT'S
EXHIBIT

AUTHORIZED SIGNATURE _____

JS-1

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

NO. 1260

FROM Marzotto
101 West 55th Street
New York, NY 10019

DATE 2/11/07

These goods are not to be replaced
unless authorized in writing.

OUR P.O. # 529985

CONTRACT #

OUR REC. # 111150

INVOICE # 6421969

DATE RECEIVED: 1/15/97

➔ PLEASE FORWARD SHIPPING INSTRUCTIONS IMMEDIATELY.

CASE #	STYLE	COLOR	MEMO UNITS	ACTUAL UNITS	POINTS	REMARKS
PRICE PER UNIT		INCOMING FREIGHT			TOTAL CLAIM	
CLAIM ALLOWANCE						
41632397	CC873	102	68.8		4	shade changes 2% \$ 15.14
41632401	CC879	102	69.1		24	shade bar 15% \$114.02
PRICE PER UNIT					TOTAL CLAIM	
\$11.00					\$129.16	
Accounting Dept. charge the above Supplier for claim allowance.				DEFENDANT'S EXHIBIT <i>P</i>		TOTAL CLAIM
						\$129.16

AUTHORIZED SIGNATURE

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

NO. **1268**

FROM Marzotto 1
1001 West 55th Street
New York, NY 10019

DATE 2112/97

These goods are not to be replaced
unless authorized in writing.

OUR P.O. # 530964

CONTRACT #

OUR REC. # 111984

INVOICE # 7400114

DATE RECEIVED: 1/27/97

**REJECTED - RETURNED FOR FULL CREDIT.
PLEASE FORWARD SHIPPING INSTRUCTIONS IMMEDIATELY.**

CASE #	STYLE	COLOR	MEMO UNITS	ACTUAL UNITS	POINTS	REMARKS
41632415	CC873	102	66.5		4	2nd piece wrong goods \$731.50
PRICE PER UNIT \$11.00		INCOMING FREIGHT \$28.17			TOTAL CLAIM \$759.67	
CLAIM ALLOWANCE						
41632414	CC873	102	55.0		18	misweaves slubs 10% \$ 60.50
PRICE PER UNIT \$11.00					TOTAL CLAIM \$ 60.50	
Accounting Dept. charge the above Supplier for claim allowance.					TOTAL CLAIM	\$620.17

AUTHORIZED SIGNATURE

BAYER CLOTHING GROUP, INC.

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

NO. **1594**

CREDIT CLAIMED BY BAYER CLOTHING GROUP, INC., ON DAMAGED OR DEFECTIVE GOODS

FROM MARZOTTO

DATE 5/27/97

These goods are not to be replaced
unless authorized in writing.

OUR P.O. # 31990

CONTRACT # _____

OUR REC. # 118516

INVOICE # 7405309

DATE RECEIVED: 5/16/97

REJECTED - RETURNED FOR FULL CREDIT.
PLEASE FORWARD SHIPPING INSTRUCTIONS IMMEDIATELY.

CASE #	STYLE	COLOR	MEMO UNITS METERS	ACTUAL UNITS	POINTS	REMARKS
416649	370 CC873-0010	2240	21.0			SHADED \$783.75
416678	330 "	"110	58.4			SHADE \$642.40
PRICE PER UNIT		INCOMING FREIGHT			TOTAL CLAIM	
\$11.00		\$67.85			\$1494.00	
CLAIM ALLOWANCE						
416678	190 CC873-0010	102	72.5		21	HOLES 10% \$83.83
49560		2240	79.2		24	SHADE 15% \$130.76
78440		111	59.		19	SHADE/bars 10% \$64.90
78570		111	52.1		16	SHADE 10% \$57.34
78480		111	56.6		25	SHADE/bars 20% \$124.85
PRICE PER UNIT		TOTAL CLAIM			TOTAL CLAIM	
\$11.00					\$366.68	
Accounting Dept. charge the above Supplier for claim allowance. ☒					TOTAL CLAIM \$1860.60	

**DEFENDANT'S
EXHIBIT**

R

AUTHORIZED SIGNATURE _____

JS-1

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

CREDIT CLAIMED BY BAYER CLOTHING GROUP, INC., ON DAMAGED OR DEFECTIVE GOODS

DATE 6/20/97

These goods are not to be replaced
unless authorized in writing.

CONTRACT # _____

INVOICE # 7402170

**REJECTED - RETURNED FOR FULL CREDIT.
PLEASE FORWARD SHIPPING INSTRUCTIONS IMMEDIATELY.**

CASE #	STYLE	COLOR	MEMO UNITS	ACTUAL UNITS	POINTS	REMARKS
4 1628535	CC-873-10	III	34.4		18	ZIPPERS/MISWEAVES
757			78.7		35	BAD SELVAGE
						\$346.03
						791.72
PRICE PER UNIT					TOTAL CLAIM	
\$10.06		\$55.42			\$1193.20	
CLAIM ALLOWANCE						
PRICE PER UNIT					TOTAL CLAIM	

DEFENDANT'S EXHIBIT

5

Accounting Dept. charge the above Supplier for claim allowance.

TOTAL CLAIM \$1193.20

BAYER CLOTHING GROUP, INC.

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

NO. **1690**

CREDIT CLAIMED BY BAYER CLOTHING GROUP, INC., ON DAMAGED OR DEFECTIVE GOODS

FROM MARZOTTO

DATE 8-18-97

These goods are not to be replaced
unless authorized in writing.

OUR P.O. # S32796

CONTRACT # _____

OUR REC. # 122759

INVOICE # 7410282

DATE RECEIVED: 7-30-97

**REJECTED - RETURNED FOR FULL CREDIT.
PLEASE FORWARD SHIPPING INSTRUCTIONS IMMEDIATELY.**

CASE #	STYLE	COLOR	MEMO UNITS	ACTUAL UNITS	POINTS	REMARKS
316800790	CC873-10	2240	78.4		35	MISWEAVES \$789.71
PRICE PER UNIT			INCOMING FREIGHT			TOTAL CLAIM
\$10.06			\$15.10			\$804.81
CLAIM ALLOWANCE						
416800810	CC873	2240	78.6		19	MISWEAVES 10% \$80.72
PRICE PER UNIT			TOTAL CLAIM			
\$10.25			\$80.72			
Accounting Dept. charge the above Supplier for claim allowance.						TOTAL CLAIM \$885.53

**DEFENDANT'S
EXHIBIT**

T

AUTHORIZED SIGNATURE _____

JS-1

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

NO. 1704

FROM HARZOTTO

DATE 8-25-97

These goods are not to be replaced
unless authorized in writing.

OUR P.O. # 31992

CONTRACT #

OUR REC. # 121915

INVOICE # 7407407

DATE RECEIVED: 7-2-97

**REJECTED - RETURNED FOR FULL CREDIT.
PLEASE FORWARD SHIPPING INSTRUCTIONS IMMEDIATELY.**

CASE #	STYLE	COLOR	MEMO UNITS	ACTUAL UNITS	POINTS	REMARKS
# 116783	CC873-10	III	79		48	STREAKS \$840.50
# 156482			50		27	MISWEAVES 531.97
PRICE PER UNIT \$10.6393			INCOMING FREIGHT			TOTAL CLAIM \$1,372.47
CLAIM ALLOWANCE						
PRICE PER UNIT						TOTAL CLAIM
			DEFENDANT'S EXHIBIT <u>U</u>			
Accounting Dept. charge the above VM Supplier for claim allowance.						TOTAL CLAIM \$1,372.47

AUTHORIZED SIGNATURE

BAYER CLOTHING GROUP, INC.

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

NO. **1737**

CREDIT CLAIMED BY BAYER CLOTHING GROUP, INC., ON DAMAGED OR DEFECTIVE GOODS

FROM MARZOTTO

DATE 9-15-97

These goods are not to be replaced
unless authorized in writing.

OUR P.O. # 32990

CONTRACT #

OUR REC. # 124196

INVOICE # 7412132

DATE RECEIVED: 9-4-97

REJECTED - RETURNED FOR FULL CREDIT.
PLEASE FORWARD SHIPPING INSTRUCTIONS IMMEDIATELY.

CASE #	STYLE	COLOR	MEMO UNITS	ACTUAL UNITS	POINTS	REMARKS
416890	150 CC873	1160	76.50		66	SHADED SELVAGE \$793.23
PRICE PER UNIT			INCOMING FREIGHT			TOTAL CLAIM
\$10.37						\$793.23
CLAIM ALLOWANCE						
416890	150 CC873	2240	78.75		31	MISWEAVES 20% \$158.45
PRICE PER UNIT			TOTAL CLAIM			
10.36						\$158.45
Accounting Dept. charge the above Supplier for claim allowance. VM			DEFENDANT'S EXHIBIT 			TOTAL CLAIM \$951.68

AUTHORIZED SIGNATURE _____

BAYER CLOTHING GROUP, INC.

R.D. 4, BOX 91B
CLEARFIELD, PA 16830

NO. 2548

CREDIT CLAIMED BY BAYER CLOTHING GROUP, INC., ON DAMAGED OR DEFECTIVE GOODS

FROM MARZOTTO

DATE 3/9/00

(INVOICES DEDUCTION \$29.70) (SEE ENCLOSURE)

These goods are not to be replaced unless authorized in writing.

OUR P.O. # _____

CONTRACT # _____

OUR REC. # _____

INVOICE # 9455102

DATE RECEIVED: 2/8/00

4c

REJECTED - RETURNED FOR FULL CREDIT.
PLEASE FORWARD SHIPPING INSTRUCTIONS IMMEDIATELY.

CASE #	STYLE	COLOR	MEMO UNITS	ACTUAL UNITS	POINTS	REMARKS
PRICE PER UNIT		INCOMING FREIGHT			TOTAL CLAIM	
\$11.00		\$98.07			\$2,666.57	
CLAIM ALLOWANCE						
PRICE PER UNIT		TOTAL CLAIM			TOTAL CLAIM	
\$11.00					\$1,566.27	
Accounting Dept. charge the above Supplier for claim allowance.						
				TOTAL CLAIM		\$4,203.34

**DEFENDANT'S
EXHIBIT**
W

AUTHORIZED SIGNATURE Kg Curry

Marzotto Claim #2548

Rejected - Return for Full Credit

PO #	Invoice #	Style #	Color #	Piece #	Meters	Points	%	Reason	P.P. Yard	Amount	Shipping
10255	9455102	CC873-10	2240	419589510	82.10	39	100%	stains/shade changes	\$ 11.00	\$ 903.10	\$ 34.48
10255	9455102	CC873-10	111	419669948	71.70	30	100%	shade changes	\$ 11.00	\$ 788.70	\$ 30.11
10255	9455102	CC873-10	102	419589270	79.70	40	100%	stains along sal.	\$ 11.00	\$ 876.70	\$ 33.47

233.50

Rejected value

\$ 2,568.50 \$ 98.07

Total Rejected Value

\$ 2,666.57

Claim Allowances

PO #	Invoice #	Style #	Color #	Piece #	Meters	Points	%	Reason	P.P. Yard	Amount
10255	9455102	CC873-10	2240	419589530	79.10	23	10%	shade changes	\$ 11.00	\$ 87.01
10255	9455102	CC873-10	2240	419589630	80.70	29	20%	shade changes/stains	\$ 11.00	\$ 177.54
10255	9455102	CC873-10	2240	419669820	76.40	20	10%	misweaves	\$ 11.00	\$ 84.04
10255	9455102	CC873-10	2240	419825780	81.60	23	10%	shade changes	\$ 11.00	\$ 89.76
10255	9455102	CC873-10	0111	419802050	93.70	11	2%	shade bars	\$ 11.00	\$ 20.61
10255	9455102	CC873-10	0111	419669620	87.40	23	10%	shade change/misweaves	\$ 11.00	\$ 96.14
10255	9455102	CC873-10	0111	419802020	87.20	15	2%	shade change	\$ 11.00	\$ 19.18
10255	9455102	CC873-10	0111	419801970	84.20	19	2%	shade change	\$ 11.00	\$ 18.52
10255	9455102	CC873-10	0111	419669500	74.30	18	10%	major flaws	\$ 11.00	\$ 81.73
10255	9455102	CC873-10	0111	419560340	63.30	17	5%	narrow 58.750	\$ 11.00	\$ 34.82
10255	9455102	CC873-10	0111	41969440	69.50	20	20%	shade bars	\$ 11.00	\$ 152.90
10255	9455102	CC873-10	0111	419802090	88.50	15	5%	shade bars	\$ 11.00	\$ 48.68
10255	9455102	CC873-10	0111	419669510	78.60	10	2%	shade bars	\$ 11.00	\$ 17.29
10255	9455102	CC873-10	0111	419669470	82.00	12	2%	shade bars	\$ 11.00	\$ 18.04
10255	9455102	CC873-10	0111	419801770	70.40	16	2%	shade bars	\$ 11.00	\$ 15.49
10255	9455102	CC873-10	102	419801560	79.00	17	2%	shade bars	\$ 11.00	\$ 17.38
10255	9455102	CC873-10	102	419463060	76.40	21	10%	misweaves/slubs	\$ 11.00	\$ 84.04
10255	9455102	CC873-10	102	419589340	79.20	21	10%	misweaves/slubs	\$ 11.00	\$ 87.12
10255	9455102	CC873-10	102	419559300	82.00	18	10%	misweaves	\$ 11.00	\$ 90.20

10255	9455102	CC873-10	102	419462970	55.70	13	2%
10255	9455102	CC873-10	102	419463090	96.20	4	5%
10255	9455102	CC873-10	102	419559820	82.00	18	2%
10255	9455102	CC873-10	102	419589300	78.60	15	2%
10255	9455102	CC873-10	102	419463670	83.40	24	15%
10255	9455102	CC873-10	102	419559380	79.70	19	10%

1,989.10

shade bars	\$	11.00	\$	12.25
narrow 58.500	\$	11.00	\$	52.91
shade bars	\$	11.00	\$	18.04
shade changes	\$	11.00	\$	17.29
misweaves	\$	11.00	\$	137.61
misweaves	\$	11.00	\$	87.67

Total Allowances \$ 1,566.27

Invoice Deduction \$ 29.70

Total Claim \$ 4,203.14

Page 2 of 2

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

MARZOTTO,

Plaintiff(s)

vs.

**BAYER CLOTHING GROUP, INC., formerly known
as KENT SPORTSWEAR, INC.,**

Defendant(s)

NO. 02 - 250 - C.D.

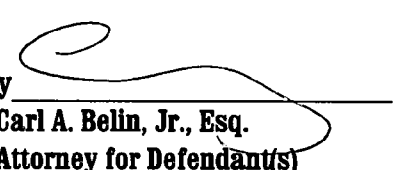
CERTIFICATE OF SERVICE

**This is to certify that the undersigned has sent a certified copy of Defendant's Answer
and New Matter in the above-captioned matter to the following party by postage prepaid United
States mail on March 19, 2002:**

**Nicholas D. Krawec, Esquire
Jon A. McKechnie, Esquire
Bernstein Law Firm, P.C.
1133 Penn Avenue
Pittsburgh, PA 15222**

BELIN & KUBISTA

By


**Carl A. Belin, Jr., Esq.
Attorney for Defendant(s)**

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12139

MARZOTTO

02-250-CD

VS.

BAYER CLOTHING GROUP, INC. f/k/a KENT SPORTSWEAR, INC.

COMPLAINT

SHERIFF RETURNS

NOW MARCH 1, 2002 AT 3:30 PM EST SERVED THE WITHIN COMPLAINT
ON BAYER CLOTHING GROUP INC., DEFENDANT AT EMPLOYMENT, RD#4 BOX 91B,
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DEBRA
JACOBS, PAYROLL CLERK A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: COUDRIET

Return Costs

Cost	Description
20.34	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

30th Day Of April 2002
William A. Shaw

So Answers,

Chester A. Hawkins
by Maury Hamr
Chester A. Hawkins
Sheriff

FILED

012:55-20 cc
APR 30 2002

WAS
W William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARZOTTO, :
 :
Plaintiff(s) :
 : NO. 02 - 250 - C.D.
 :
vs. :
 : NOTICE
 :
BAYER CLOTHING GROUP, INC., :
 :
formerly known as KENT SPORTSWEAR, :
 :
INC., :
 :
Defendant(s) :

Filed on Behalf of:
Defendant(s)

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

AUG 28 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARZOTTO, :
Plaintiff(s) :
vs. : NO. 02 - 250 - C.D.
BAYER CLOTHING GROUP, INC., :
formerly known as KENT SPORTSWEAR, :
INC., :
Defendant(s) :

NOTICE

TO: MARZOTTO
C/o Nicholas D. Krawec, Esquire
Jon A. McKechnie, Esquire
Berstein Law Firm, P.C.
1133 Penn Avenue
Pittsburgh, PA 15222

DATE: AUGUST 28, 2002

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO FILE A REPLY TO NEW MATTER IN ACCORDANCE WITH AN EXTENSION GIVEN YOU THROUGH MAY 8, 2002. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

(814) 765-2641 Ex 5982

BELIN & KUBISTA

By 

Carl A. Belin, Jr., Esq.
Attorney for Defendant(s)

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

FILED

01/31/02
AUG 28 2002

3 cc



Atty Belin

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARZOTTO, :
 :
Plaintiff(s) :
 : NO. 02 - 250 - C.D.
 :
vs. :
 :
 : MOTION TO ENTER JUDGMENT
BAYER CLOTHING GROUP, INC., : BY DEFAULT AS TO MATTERS
formerly known as KENT SPORTSWEAR, : RAISED IN NEW MATTER
INC., :
 :
Defendant(s) :

Filed on Behalf of:
Defendant(s)

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

AUG 28 2002

0/3:10/1m
William A. Shaw
Prothonotary

[Signature]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARZOTTO,	:	
	:	
Plaintiff(s)	:	
	:	NO. 02 - 250 - C.D.
vs.	:	
	:	
BAYER CLOTHING GROUP, INC.,	:	
formerly known as KENT SPORTSWEAR,	:	
INC.,	:	
Defendant(s)	:	

ORDER

AND NOW, this _____ day of _____, 2002, upon reading and considering the foregoing Notice and the Court having been advised that service of the Motion was made upon Nicholas D. Krazwec, Esquire, Attorney for Plaintiff, by first class mail on August 28, 2002, and ten (10) days having elapsed since the service of said Motion and Notice, it is the Order of this Court that judgment be and is hereby entered against Marzotto by default for failure to reply to New Matter.

It is the further ORDER of this Court that judgment be entered that Bayer is entitled to credit of \$18,699.11.

It is the further ORDER of this Court that judgment be and is hereby entered in favor of Marzotto and against Bayer in the amount of \$1,841.42.

BY THE COURT,

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARZOTTO, :
Plaintiff(s) :
vs. : NO. 02 - 250 - C.D.
BAYER CLOTHING GROUP, INC., :
formerly known as KENT SPORTSWEAR, :
INC., :
Defendant(s) :

MOTION TO ENTER JUDGMENT BY DEFAULT
AS TO MATTERS RAISED IN NEW MATTER

AND NOW comes the Defendant Bayer Clothing Group, Inc., formerly known as Kent Sportswear, Inc. ("Bayer"), by and through its attorneys, Belin & Kubista, and moves this Court under Pennsylvania Rules of Civil Procedure 1037(c) for entry of judgment by default on the New Matter against Plaintiff Marzotto, and in support thereof avers as follows:

1. Marzotto commenced this action on February 21, 2002 by Complaint.
2. On March 19, 2002, Bayer filed an Answer and New Matter together with Notice to Plead.

3. Bayer's New Matter pleaded that Bayer was entitled to a total credit in the amount of \$18,699.11 leaving a balance due on the action of \$1,841.42.

4. That on April 5, 2002, attorney for Plaintiff requested an extension of time through May 8, 2002, which was granted by counsel for Bayer. See copies of letters hereto attached, marked Exhibit "1" and "2," and made a part hereof,

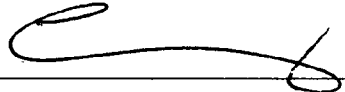
5. That no reply to new matter has been filed from May 8, 2002 to date.

6. That Bayer served upon Marzotto's counsel Notice of this Motion and a Notice of intention to enter judgment by default, a copy of said notice is hereto attached, marked Exhibit "3," and made a part hereof.

WHEREAS, Defendant Bayer respectfully requests Your Honorable Court to enter a judgment by default for failure of Marzotto to reply to new matter. Judgment shall be entered against Marzotto for credit in the amount of \$18,699.11 leaving

a balance due on the action of \$1,841.42.

BELIN & KUBISTA

By 

Carl A. Belin, Jr., Esq.
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

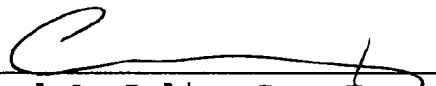
MARZOTTO, :
Plaintiff(s) :
vs. : NO. 02 - 250 - C.D.
BAYER CLOTHING GROUP, INC., :
formerly known as KENT SPORTSWEAR, :
INC., :
Defendant(s) :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a
certified copy of Defendant's Notice and Motion to Enter
Judgment By Default As To Matters Raised in New Matter in the
above-captioned matter to the following party by postage prepaid
First Class United States mail on August 28, 2002:

Nicholas D. Krawec, Esquire
Jon A. McKechnie, Esquire
Bernstein Law Firm, P.C.
1133 Penn Avenue
Pittsburgh, PA 15222

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Defendant(s)

BERNSTEIN
LAW FIRM, P.C.

JOSEPH J. BERNSTEIN (PA, FL)
ROBERT S. BERNSTEIN (PA, FL, WV, NY)
NICHOLAS D. KRAWEC (PA, NC, OH)
LORI A. GIBSON (PA)

MARLENE J. BERNSTEIN (PA, FL)
CHARLES E. BOBINIS (PA, WV)
JON A. NICKECHNIE (PA)

RECEIVED
APR 10 2002

(STATES OF ADMISSION)

1133 PENN AVENUE, PITTSBURGH, PENNSYLVANIA 15222-4252 TELEPHONE 1-800-927-3197 (412) 456-8100
www.bernsteinlaw.com mail@bernsteinlaw.com FAX (412) 456-8135

Carl A. Belin, Jr., Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

April 5, 2002

Re: Marzotto
Vs: Bayer Clothing Group, Inc.
BERNSTEIN FILE NO. C0002807

Dear Mr. Belin:

My reply to New Matter is due on April 8, 2002. Given the location of my client, as well as the language issue, it is taking longer than expected to obtain their input for the reply to New Matter. Accordingly, I request a 30 day extension of time, through May 8, 2002, in which to file my Reply to New Matter. I will presume that extension to be granted, unless you notify me to the contrary.

Very truly yours,

BERNSTEIN LAW FIRM, P.C.



Nicholas D. Krawec
DIRECT DIAL: 412-456-8103

BAB/NDK A99372

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
TELECOPIER (814) 765-9893

April 10, 2002

Nicholas D. Krawec, Esquire
Jon A. McKechnie, Esquire
Bernstein Law Firm, P.C.
1133 Penn Avenue
Pittsburgh, PA 15222

In re: Marzotto v. Bayer Clothing Group, Inc.
No. 02-250-CD

Gentlemen:

We herein extend the time to file the reply on this matter until May 8, 2002. Please be advised that there will be no further extensions granted in this case.

Very truly yours,

BELIN & KUBISTA

Carl A. Belin, Jr.

CABjr:smh

cc: Kris Young

Exhibit "2"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARZOTTO, :
Plaintiff(s) :
 : NO. 02 - 250 - C.D.
vs. :
 :
BAYER CLOTHING GROUP, INC., :
formerly known as KENT SPORTSWEAR, :
INC., :
Defendant(s) :

NOTICE

TO: MARZOTTO
C/o Nicholas D. Krawec, Esquire
Jon A. McKechnie, Esquire
Berstein Law Firm, P.C.
1133 Penn Avenue
Pittsburgh, PA 15222

DATE: AUGUST 28, 2002

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO FILE A REPLY TO NEW MATTER IN ACCORDANCE WITH AN EXTENSION GIVEN YOU THROUGH MAY 8, 2002. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

(814) 765-2641 Ex 5982

Exhibit "3"

BELIN & KUBISTA

By _____
Carl A. Belin, Jr., Esq.
Attorney for Defendant(s)

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

William A. Shaw
Prothonotary

FILED
6/3:15 PM
AUG 28 2002

300
Wm A. Shaw
Not Served

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MARZOTTO, :
 :
Plaintiff(s) :
 : NO. 02 - 250 - C.D.
 :
vs. :
 :
 :
BAYER CLOTHING GROUP, INC., :
formerly known as KENT SPORTSWEAR, :
INC., :
Defendant(s) :

ORDER

AND NOW, this 10th day of September, 2002, upon
reading and considering the foregoing Notice and the Court
having been advised that service of the Motion was made upon
Nicholas D. Krazwec, Esquire, Attorney for Plaintiff, by first
class mail on August 28, 2002, and ten (10) days having elapsed
since the service of said Motion and Notice, it is the Order of
this Court that judgment be and is hereby entered against
Marzotto by default for failure to reply to New Matter.

It is the further ORDER of this Court that judgment be
entered that Bayer is entitled to credit of \$18,699.11.

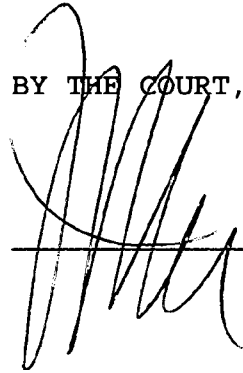
FILED

SEP 10 2002

01236/3cc atty Belin
William A. Shaw
Prothonotary

It is the further ORDER of this Court that judgment be and is hereby entered in favor of Marzotto and against Bayer in the amount of \$1,841.42.

BY THE COURT,



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

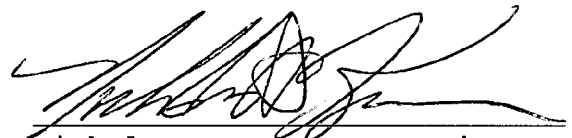
MARZOTTO,	:	
	:	
Plaintiff	:	
	:	No. 02 - 250 - CD
vs.	:	
	:	
BAYER CLOTHING GROUP, INC.,	:	
formerly known as KENT SPORTSWEAR,	:	
INC.,	:	
Defendant	:	

PRAECIPE

TO THE PROTHONOTARY:

Please mark the above matter settled, discontinued and
ended with prejudice.

BERNSTEIN LAW FIRM, PC.


Nicholas D. Krawec, Esquire

FILED

NOV 18 2002

William A. Shaw
Prothonotary

FILED

Disc. to CIA

01/10/44/81
NOV 18 2002

~~401~~

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Marzotto

Vs.
Bayer Clothing Group, Inc.

No. 2002-00250-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 18, 2002 marked:

Settled, Discontinued and Ended without Prejudice

Record costs in the sum of \$110.34 have been paid in full by Nicholas D. Krawec, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 18th day of November A.D. 2002.

William A. Shaw, Prothonotary