LEYTRAC PTY. LIMITED, P.O. BOX 915, TGT/K-1 RABAUL. KAIUN KAISHA, LTD. PAPUA NEW GUÍNEA. "SHIPPED" BILL OF LADING SHIPPED on board in apparent good order and condition, unless otherwise indicated herein, weight, measure, marks, numbers, quality, contents and value unknown, for carriage to the Port of Discharge and/or such other port or place permitted hereby or so near thereunto as the Vessel may safely get, lie and leave always afloat at all stages and conditions of water and weather, to be delivered in the like order and condition at the aforesaid Port unto Consignees or their Assigns, they paying freight as indicated below plus other charges incurred in accordance with the provisions contained in this Bill of Lading.

In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations on the front and back hereof, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant.

One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.

IN WITNESS whereof the Master of the said Vessel has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void. TO THE ORDER OF DEUTSCHE SHIPPED on board in apparent good order and condition, unless BANK AG SEOUL BRANCH. ALTERACE APPROVED

CHUNGKOO INDUSTRIAL CO.LTD. Voy. No M.V."CAMFAIR" 31 Port of Discharge Port of Loading TAMBAKAR/ KUNSAN PORT, KOREA GILINGIL POINTS, PNG Gross Weight Measurement Kind of Packages or Univer Description of Goods No. of P'kgs or Units PCS PNG ROUND LOGS VARIOUS LOG NUMBERS 3,781.194M3 1,168 NG) LTD THE HONGRONG AND SHANCHAL BANKING CORPURATION FBP NPH 8 12996 NORTH POINT BRANCH ONE THOUSAND ONE HUNDRED SIXTY-EIGHT HONG KONG FREIGHT & CHARGES Revenue Tons 'FREIGHT PREPAID" Prepaid at Ex. Rate RABAUL 28/11/88 Number of Original BLs Total Prepaid in Local Currency THREE (3) THE TERM APPARENT GOOD ORDER AND CONDITION WHEN USED IN THIS BILL OF LADING WITH REFERENCE TO IRON STEEL OR METAL PRODUCTS DOES NOT MEAN THAT THE GOODS WHEN RECEIVED WERE FREE VISIBLE RUST OR MOISTURE. IF THE SHIPPER SO REQUESTS, A SUBSTITUTE BILL OF LADING WILL BE ISSUED OMITTING THE ABOVE DEFINITION AND SETTING FORTH ANY NOTATIONS AS TO RUST OR MOISTURE WHICH MAY APPEAR ON THE MATE'S OR TALLY CLERK'S RECEIPTS. For the Master By SHINWA KAIUN KAISHA, LTD., BURNS PHILP (PNG) LTD. SHIPPING AND TRANSPORT (TERMS OF BILL OF LADING CONTINUED ON BACK HEREOF)

Form No. 004-3/80

AS AGENTS RABAUL

(Definition) in the Bill of Lading the "ship" and the "vessel" means the herein designated ocean vessel, the "owner of the goods" includes the shipper, the constense, the owner of the goods the receiver, and the endoes and/or holder of the Bill of Lading whether by way of security and/or as agent or interwise, and the "carrier" means the owner or demost charter of the vessel. Wherever the term: "Merchant" is used in this Bill of Lading, at shall be deemed, to include the Shipper, the Receiver, the Consignee, the Holder of the Bill of Lading and the Owner of the cargo.

Owners of the cargo:

2. (Identity of Carrier) (1) The contract evidenced by this Bill of Lading is between the owner of the goods and the owner or demise chariterer of the vessel, and it is therefore agreed that said owner or demise chariterer of the vessel only shall be limble for any damage or loss due to any beach of non-performance of any obligation arising out of the contract of carriage, whether or not relating to the vessel's exportations:

(2), If, despite the foregoing it is adjudged that any other is the carrier and or builted on the goods shipped afteriumer, all illustrations of, and exoperations from, latibility and all rights and liberties provided to the Carrier by law or by this Bill of Lading shall be available to such other.

(3) It is further understood and agreed that as the Line Company, or Agent which has executed this Bill of Lading, for and on behalf of the Master is, not a principal in the transaction, said Line Company or Agent the former of the contract of carriage, not a Carrier not baile of the sould unless said Line; Company, or Agent be the owners or denite charterer of the vessel.

2. (Paramount Cause) (7) This Bill of Lading shall be weetfers subject to the provisions of the International

Eme, Configury or Agent be the owners of during characters of the vessel.

3. (Paramount (Clause). (1) This Bills of Lading shall have effect subject to the provisions of the International Carriage of Goods by Sea Act. 1957 of Japan, unless it is adjudged, that any other legislation of a native similar to the International Convention for the Unification of Certain Roles relating to Bills of Lading size of 1959 and 1959 and

(Governing Law and Jurisdietton). The contract evidenced by or contained in this Bull of Lading shall be governed and constructed by Japanese law except as his be otherwise provided for herein, and any action against the Carrier hereunder shall be brought before the Tokyo District Court in Japan.

5. (Einitation, Statites): The carrier shall be entitled to the benefit of, and rig exemptions from liability authorized by the laws, statutes or regulations of any your, not be deemed to be or give rise to a personal contract of the carrier.

not be deemed to be or give rise to a personal contract of the carter is.

(Period of Responsibility): (1) The cartier or his Agent shall not be liable for loss of or damage to the pools during the period before loading and after discharge from the vessel, howevers such loss or damage arises.

(2) If any law compulseonly applicable during said period forbids the cartier from disclaiming or limiting such liability by contract, the cartier shall be liable only in the respects in which disclaimer or limitation is forbidden, and shall be exonerated from liability in every respect in which discretation is permitted. The cartier shall in any event, as to said period, be entitled to the exemptions from liability provided and to the benefit of the notice and time for suit provisions contained in Article 3, Section 6 and Article 4, Section 2, a through p, of the Hague Rules, and any warranty of segmentations is waived by the Merchant.

Rules, and any warranty of seaworthiness is waived by the Merchant.

7. (The Scope of Voyage) With liberty to sail without pilots, to proceed via any route to proceed return to and stay at any port or ports whatsoever (including the loading port) in any order in or out of the route or in a contrary direction to or beyond the port of destination once or offener for bunkering or loading or discharging cargo or embarking or disembarking possengers whicher in connection with the present. a prior or subsequent voyage or any other purpose whatsoever and to carry the within cargo into and then beyond the port of discharge named herein and to return to and discharge large at which port to tow or to be towed, to make trial trips with or without cargo one board, all a part of the contract voyage.

8. (Substitution of -Vessel, Transhipment and Forwarding) (1) Whether expressly arranged beforedarily or otherwise, the Carrier shall be at liberty to carry the goods to their port of destination by the suicid order week or indirectly to such port and to carry the goods or part of them beyond the port of destination, and to tranship, land and store the goods either on shore or affoat and reship and forward the same at Carrier's expense but at Merchant's risk.

(2) When the ultimate destination at which the Carrier mus have engaged to deliver the goods to other than the vessel's port of discharge, the Carrier shall be immed to the part of the Eransport has been of the same and the carrier of the carrier mus have engaged to deliver the goods so ther than the vessel's port of discharge, the Carrier shall be immed to the part of the Eransport has been of loss arising during any other part of the transport and and no claim with be acknowledged by the Carrier transport has been collected by the reason of the transport and the transport the reason of the transport the reason.

Agent.

(4) The Merchant authorizes the carrier to accept on its behalf for such other part of the transport the regular (5) The Bill of lading or other shipping document of the on-carrier though its terms may be less favorable to Merchant than this Bill of lading, and to arrange for the lowest valuation of the goods contained as such Bill of Lading or other document of the on-carrier.

other document of the one-arrier.

(Lighterage) (1) Shipper and consignce agree to furnish lighters and other craft to carry the goods from a
the stip at such times and as fast as the carrier may require, and the Merchant shall be liable to the carrier
loss and expense resulting from any detention of the ship or cargo due to delay or default in furnishing

equipment.

(2) Carrier does not undertake to, but may, at its option, and solely as the agent of the Merchant, arra-lightering the goods to or from the ship, but in so doing shall not be responsible for the charac seaworthiness of lighters or any fault or negligence of lightermen, it being expressly agreed that such service be deemed for all purposes to have been rendered by an independent contractor for the Merchant.

be deemed for all purposes to have been rendered by an independent contractor for the Merchant

10. (Loading, Dicharging and Oelivery) (1) Loading, Discharging and Delivery of the cargo shall be arranged by
the Carrier's Agent unless otherwise agreed

(2) Loading, storing and delivery shall be for the Merchant's account.

(3) Loading and discharging may common without previous notice.

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(a) Loading and discharging may common without previous notice.

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(3) The Merchant or his Assign shall take delivery of the goods and common to another the wessel may leave the port without further notice and deadrening to the goods and common to the provious of the goods and any discharge to be deemed a true fulfilment of the contract or affarmatively to discharge the goods and any discharge to be deemed a true fulfilment of the contract or affarmatively to discharge the goods and any discharge to be deemed a true fulfilment of the contract or affarmatively to discharge the goods and any discharge to be deemed a true fulfilment of the contract or affarmatively to discharge the goods and any discharge to be deemed a true fulfilment of the contract or affarmatively to discharge the goods and any discharge to be deemed a true fulfilment of the contract or affarmatively to discharge the goods and any discharge to be deemed as true fulfilment of the contract or affarmatively to discharge the goods and any discharge to be deemed as true fulfilment of the contract or affarmatively to discharge the goods and any discharge to be deemed as true fulfilment of the contract or affarmatively to discharge the goods and any discharge the goods are not applied for within a reasonable proportion of thindehutied foose targe.

(6) If the goods are not applied for within a reasonable proportion

(7) The Merchant shall accept his reasonable proportion of undenutied foods care.

1. (Deck Cargo and Live Animals) (1) The Goods stowed in poop, forecastle, deckhouse, fielder yelk, pasysteer space or any other covered space shall be deemed to be stowed under deck for all purples including average.

(2) The Goods carried on deck and herein stated to be so carried and live animals not accepted solely at the risk of the Merchant, and due Carrier shall not be likely for any large states of the forest mortality thereof, whether of rich causes do the carrier of the arrier of by the unstaworth of the carrier from disclaiming or limiting liability for the aforest and matter by contract, the carrier shall be decided in the respects in which disclaimer or limitation is thus forbidden, and the excent and in the respects in which disclaimer or limitation is thus forbidden, and the excent and from liability in every respect; in which conceration by contract is permitted. The carrier shall be decided from liability in every respect in which excentant on the contract of the contract of the carrier of the carrier

the, nague (cuese, and any wateranty of seawornness is wared of the decided of the Cools and so expressly noted herein.

(2) The Merchant desiring to avail himself of the option so expressed must give notice in writing to the Carrier at the first port of call of the Vessel named in the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be discharged at any of the optional ports at the Carrier's option and the Carrier's responsibility shall then case.

(3) The option granted must be exercised for the total quantity under this Bill of Lading.

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responsibility shall then cease.

(3) The option granted must be exercised for the total quantity under this Bill of Lading.

(3) The option granted must be exercised for the total quantity under this Bill of Lading.

(3) Freight, Charges and Lien). (1) Freight and all other amounts due under this contract are payable to Shinwa Kaiun Kaisha, Ltd. The shipper, consigher and holder of the bill of lading shall be jointly and severally liable to Shinwa Kaiun Kaisha, Ltd. for all such amounts and costs and for the performance of the obligations of each of them hereunder.

(2) Shinwa Kaiun Kaisha, Ltd. shall have a lien on the goods, which lien shall survive defivery. For all freight charges, and other amounts payable by the goods or the shipper or the consignee under this Bill of Lading and for any unpaid freight, charges or other amounts due from title thipper or the consignee to Shinwa Kaiun Kaisha, Ltd., by all available means, including public or private sale, with or without notice of time or place of sale.

(3) Full freight to the named port of discharge, whether stated herein to be prepaid, or collect, and whether actually paid or not, shall be considered due and completely and irrevocable earned upon receipt of the goods by the carrier, to be received and retained, without refund or deduction, under all circumstances, ship and/or cargo lost or not lost, or the voyage broken up, interrupted or abandoned at any stage. Other charges under this contract thall be considered due and payable in like manner as soon as the charges thas been meutred.

(4) The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo, and of weighing onboard and expenses incurred in repairing damage to and replacing of packing due to excepted causes and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons.

(5) Any dues, weas and charges which under any denomination may be leved on any hasis such as amount of freight, weight of cargo or tonnage of the vessel sha

or value of the goods, to claim double the amount of freight which would have been due if such declaration had been correctly given, and for the purpose of ascertaining the actual facts, reserves the right to obtain from the merchant the original invoice and have the contents inspected and the weight investigation of the contents of the weight investigation of the content of the weight investigation of the weight investigation of the weight investigation of marked by the shipper before shipment in letter for less than two proposed to good as a marked by the shipper before shipment in letter for less than two proposed to good as a many of the same of port of discharge and that of destination, and stich markings also creapond to the marking and numbers inverted in this Bill of Lading, otherwise the Carrier of the vested shall not be labeled or incorrect delivery of the goods. In so, creammarkees well the Carrier on the vested accept responsibility for delivery of the goods to other than in accordance with the leading mark.

(2) In case of from and steel, angles, bars, channels, etc. shipped loave or in bundles, the Carrier shall not be responsible for correct delivery, and all expenses incurred at the port of discharge consequent upon insufficient security of marking shall be partly to the Mechant unless.

(3) every pince is distinctly and permanently marked with oil-paint.

(b) every bundle is accorded fastioned, distinctly and permanently marked with oil-paint and metal-tagged, so that each piece or bundle can be distinguished at the port of discharge.

15. (Notifications) Any clause herein group names of parties to be finetified of arrival of the vessel or the goods at the vessel's port of discharge or at destination is solely for the information of the Agents and creates no duty upon the Carter, and faintre to notify any party concerned shall not involve the Carter in any responsibility or relieve the owner of the goods from any obligation herein contained.

(Master-porterage etc.) At any port, the Carrier or the masteries authorized by the Merchant to entrust any firm or person with master-porterage freecoming watching medium; medium; delivering of the goods in lighterage, carrage, custooly and/or any other-service are recard, the goods on behalf of the owner of the proads, who shall pay the current rate for all work performed on the blobant and the property of the work of the proads and trick meterical and charges involved as the passemps of the property of

all risks incurred and charges involved as the tase imposed.

17. (Limitation of histality): (1) Neither the carries for the stap stall to say execut be "able for any loss of or damage to or in connection with the peods in an amount exceeding 100,000 Japanese yen (et its equivalent in other currency at carrier's option) per package or unit unless the nature of the poods and a valuation higher than said amount is declared in writing by the merchant before shipment and inserted in this bill of lading and extra freight to paid thereon if required, in which case the value shall be deemed to be the value so declared, and any carrier's liability shall not exceed such declared safe. Any partial loss or damage shall be adjusted or-vata on the basis of the foregoing limitation amount or declared value as the value of the entire package or unit. It is understood that the word "package ifrelidudes any piece, shipping unit, or article of any description, whether or not enclosed or based in while or in part, except goods shipped in bulk. In the case of goods carried in containers, vany or traiters, the word "package" shall mean the container, van, or traiter and runte containers. During any carriage or period to which the U.S. Carriage of Goods by Sea. Act or other legislation providing for a Repair limit of flability than the foregoing is computingly applicable, the limitation of liability provisions of said. "Act or legislation shall supersede any inconsistent providions of this Paragraph 17 shall, however, fully apply during all carriage or periods (such as, but not limited to: the period before loading and after discharge) shows and Act or legislation is not computionally applicable.

(2) In no event shall the carries be responsible for any loss of profit or consequential loss.

8. (Stowage and Protection of the Goods).

(2) In no event shall the carrier be responsible for any loss of profit or consequential loss.

18. (Stowage on Protection of the Goods: (1) Ventilated, refigurated, insulated or specially cooled or heated stowage on referee with not her furnished unless contacted for it sixt increased freight rate contracted or in advance and paid, the Marchant represents and warrants that the goods do not need such stowage of care.

(2) The Merchant represents that the goods (whether finder deck towage aboards ship is requested or not) are of such nature that they may be safely stored on the dock or wharf or elsewhere and handled in the open, and do not require protection from rain or wetting or the clements, unless the shipper informs the currier in writing a reasonable time before the delivery of the goods to the carrier that such protection is required.

(3) The Merchant represents that the goods are of such nature that they may be safely stowed in any place or position of the holds of the ship, whether on top of or under cargo, and do not require special stowage in any respect, unless the shipper has informed the carrier in writing a reasonable time before delivery of the goods to the carrier that special stowage in any respect, unless the shipper has informed the carrier in writing a reasonable time before delivery of the goods to the carrier that special stowage in any respect, unless the shipper has informed the carrier in writing a reasonable time before delivery of the goods to the other cargo is required.

other cargo is required.

19/1 (being age) Delivery) The carner does not implement the godds shall arrive at place of discharge, transchipment or destination at any particular time or to meet any particular market or use. Scheduled times of sailing, arrival or transchipment may be advanced or delayed whenever the carrier finds it product or advisable to do so. The Carrier is not liable for any loss or damage caused to the Merchant in consequence of any delay in the delivery of the cargo arising from any cause whatsoever. Delivery of originally missing cargo can take place at all times.

(Innes). (Dangerous and Perishable Goods) (1) Without prejudice to all other rights and liberties of the Carrier hereunder, the Carrier, his Servants and Agents shall be at liberty in their absolute discretion to jettices. Land destray or tender innescuous any goods of an inflammable, explosive or dangerous nature (whether or not the Carrier, his Servants or Agents shall have consented to the shipment thereof with knowledge of their nature and character) and any goods which shall in the course of carriage hereunder perish or become decomposed or which might become a danger to the vessel or her cargo.

(2) The Merchant shall bear and pay all charges and expenses incurred in or in consequence of such jettison, landing, destruction or rendering innocuous.

landing, destruction or rendering innocuous.

21. (General Average and Salvage). (1) General average shall be adjusted, stated and settled at such port or place as may be selected by the carrier, according to the rules provided in the charter, it my, of the vessel-from its owner or demue charterer, a cupy of which may be obbitmed, apon application, from the agents, and to the extent not specified in such charter provisions, according to the York/Antwerp Rules, 1974.

(1) In the event of accident, danger, damage or dissaster fletter or after commencement of the yogage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not esponsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.

(3) If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or exceeds belonged to strangers.

(3) If a salving vessel is owned or vessels belonged to strangers.

or vessels belonged to strangers.

22. (Both-to-Blame Collision Clause) (1) If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carriers against all loss or liability to the other or non-carrying vessel or her Owner in so far as tunch loss or liability represents loss of or damage to or any claim whatsoever of the owner of the said goods paid or payable by the other or non-carrying vessel or her Owner to the owner of said cargo and ser-off, or recouped or recovered by the other or non-carrying vessel or the Owner as part of his claim against the carrying vessel or Carrier.

(2) To object to the Owner as part of his claim against the carrying vessel or Carrier.

(Government directions, War, Epidemics, Ice, Strikes, etc.) (1) The Master and the Carrier shall have liberty gonely with any order or directions or recommendations in connection with the transport under this contract wen by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or authority, or having under the terms of the insurfance on the vessel the right to give such orders or directions or

Authority, or having under the terms of the insurance on the vessel the right to give such orders or directions or recommendateory.

(2) Should All appear that the Performance of the transport obsolid expose the vessel or any goods onboard to trisk of secure or damage or delay, resulting from war, wastike operations, blockage, tiots, civil, commotions or pracy, or any person onboard or the risk of loss of life or freedom, or that any such tisk has increased, the Master may discharge the earge at port of loading or any other safe and convenient port.

(3) Should it appear that epidemies, quantume, i.e., labour troublem, for obstructions, strikes, lockie the toregoing) beyond the reasonable cantrol of the carter to albour troublem, and you cause (like or unlike the toregoing) beyond the reasonable cantrol of the carter would preven the vestel from leaving the port of loading or teaching or entering the port of discharge or fliere discharging in the usual manner and leaving again, all of which safely and without delay, the Master may directage the cargo at port of loading or any other safe and convenient port.

(4) The discharge under the provisions of this clause of any cargo for which a Bill of Lading has been issued shall be deemed due fulfilment of the contract. If in connection with the exercise of any liberty under this clause may be anticipated, or if for any such reason the vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract before the Bill of Ladings is sead.

(6) The Merchant shall be informed if possible.

(4) Exemptions and Immunities of all servants and agents of the Carrier. (1) It is hereby agreed that the

(6) The Merchant shall be informed if possible.
24. (Exemptions and Immunities of all servants and agents of the Carrier) (1) It is hereby agreed that the managers, charterers, master, officers and crew members of the vessel and the carrier's agents, servants, officers, stevedores, longshoremen, representatives, contractors, terminal operators and others dealing with rango destined for or discharged from the vessel or used, engaged or employed by the vessel or the carrier, and synthetized vessel or carrier, whether any of them be acting as carrier or bailee or as an independent contractor, shall have the benefit of all exemptions and immunities from, and limitistions of, liability to the Merchant which are granted to the carrier in this Bill of Lading or by laws applicable to the carrier, and the carrier shall be deemed to contract for the benefit of all such third persons in this regard.
(2) Protections extended to third persons by the foregoing are granted to the extent permitted by law or contract, but shall in one event give rise to any liability of the carrier to such third persons, or diminish or otherwise affect the liability of such third persons to the carrier.

contraction affect the liability of such third persons to the carrier.

25. (Optional Stowage, Unitization) (1) Goods may be stowed by the Carrier as received, or, at Carriers option, by means of containers, or similar atticles of transport used to consolidate goods.

(2) Containers, trailers and transportable tanks, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant.

(3) The Carrier's liability for carge stowed as aforesaid shall be governed by the Hague Rules Legislation as defined above notwithstimoting the fact that the goods are being carried on deck and the goods shall contribute to general average and shall receive compensation in general average.

(6) (Canals and Waterways) In the event that obstruction, chosing or non-operation of any canal or waterway for any cause prevents, or in the judgment of the Master or carrier is likely to prevent, the vessel from proceeding to the port of discharge by the usual and customary route and leaving and reaching the open sea again to the carrier may, at its option, act under Clause 23, or may delay the vessel awaiting removal of the stoppage or obstruction or may stall the vessel via any other reasonable route, in which overan additional freight shall be payable by the Merchant calculated on the populations or obligations that the payable by the Merchant calculated on the populations or obligations that the payable by the carrier is provided to the carrier of the carrier is the carrier of the carrier is the carrier of the carrier is the carrier of the c