

1st ORIGINAL

Shipper

LEYTRAC PTY. LIMITED,
P.O. BOX 915,
RABAUL,
PAPUA NEW GUINEA.

B/L No.

TGT/K-1



SHINWA KAIUN KAISHA, LTD.

"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.

Consignee

TO THE ORDER OF DEUTSCHE
BANK AG
SEOUL BRANCH.

Notify Party

~~ALTERATION APPROVED~~
~~BURNS PHILP (P.N.G.) LTD.~~
CHUNGKOO INDUSTRIAL CO. LTD.

Vessel

M.V. "CAMFAIR"

Voy. No.

31

Port of Loading

TAMBAKAR/
GILINGIL POINTS, PNG.

Port of Discharge

KUNSAN PORT, KOREA.

For Transhipment to (if on-carriage)

Marks & Numbers

VARIOUS LOG NUMBERS

No. of P'kgs.
or Units

1,168

Kind of Packages or Units, Description of Goods

PCS PNG ROUND LOGS

Gross Weight

Measurement

3,781.194M3

Total number of
packages or units

ONE THOUSAND ONE HUNDRED SIXTY-EIGHT

FREIGHT & CHARGES

Revenue Tons

Rate

Per



Collect

"FREIGHT PREPAID"

Ex. Rate

Prepaid at

Payable at

Place of B(s)/L Issue

RABAUL

Dated

28/11/88

Total Prepaid in Local Currency

Number of Original B/Ls

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.,
as Agent

BURNS PHILP (P.N.G.) LTD.
SHIPPING AND TRANSPORT

AS AGENTS RABAUL

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, measurement or value verified.

14. (Delivery by Marks) (1) Every piece or package shall be clearly, correctly and permanently stamped or marked by the shipper before shipment in letters not less than five inches long, together with a mark and number or address and with the name of port of discharge and that of destination, and such markings shall correspond to the marking and numbers inserted in this Bill of Lading, otherwise the Carrier or the vessel shall not be liable for incorrect delivery of the goods. In no circumstances will the Carrier or the vessel accept responsibility for delivery of the goods to other than the consignee named in the Bill of Lading. (2) In case of iron and steel, machinery, electrical goods, other than in cases of cargo, channels, etc. shipped loose or in bundles, the Carrier shall not be responsible for correct delivery, and all expenses incurred at the port of discharge consequent upon insufficient securing or marking shall be paid by the Merchant unless.

(b) every bundle is securely fastened, 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 giving names of parties to be notified 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 Carrier, and failure to notify any party concerned shall not involve the Carrier in any responsibility or relieve the owner of the goods from any obligation herein contained.

16. **(Master-portfolio etc.)** At any port the Carrier or the master is authorized by the Merchant to entrust any firm or person with master-portfolio (receiving, watching, weighing, measuring, delivering of the goods, lighterage, cartage, custody) and/or any other service as regards the goods on behalf of the owner of the goods, who shall pay the current rate for all work performed on their behalf and indemnify the Carrier or the ship from all risks incurred and charges involved as the case may be.

17. **(Limitation of liability)** (1) Neither the carrier nor the ship shall in any event be liable for any loss of or damage to or in connection with the goods in an amount exceeding 100,000 Japanese yen (or its equivalent in other currency at carrier's option) per package or unit unless the nature of the goods 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 is 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 value. Any partial loss or damage shall be adjusted pro-rata 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" includes any piece, shipping unit, or article of any description, whether or not enclosed or boxed or in bulk, or in part, except goods shipped in bulk. In the case of goods carried in

not enclosed or boxed in whole or in part, except goods shipped in bulk. In the case of goods carried in containers, vans or trailers, the word "package" shall mean the container, van, or trailer and its entire contents. During any carriage or period to which the U.S. Carriage of Goods by Sea Act or other legislation providing for a higher limit of liability than the foregoing is compulsorily applicable, the limitation of liability provisions of said Act or legislation shall supersede any inconsistent provisions of this Paragraph 17. The provisions 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) when said Act or legislation is not compulsorily applicable.

18. (Storage and Protection of the Goods) (1) Ventilated, refrigerated, insulated or specially cooled or heated storage or storage will not be furnished unless contracted for at an increased freight rate and, unless such increased freight rate is contracted for in advance and paid, the Merchant represents and warrants that the goods do not need such storage or care.

(2) The Merchant represents that the goods (whether under deck stowage aboard 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 elements, unless the shipper informs the carrier in writing a reasonable time before the delivery of the goods to the carrier that such protection is required.

19) **Delay in Delivery** The Carrier does not undertake that the goods shall arrive at place of discharge, transhipment or destination at any particular time or to meet any particular market or use. Scheduled times of sailing, arrival or transhipment may be advanced or delayed whenever the carrier finds it prudent 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.

20. (Dangerous and Pishable 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 jettison, land, destroy or render innocuous 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, become so dangerous, explosive or which

(2) The Merchant shall bear and pay all charges and expenses incurred in or in consequence of such jettison, 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, if any, of the vessel from its owner or demise charterer, a copy of which may be obtained upon application from the agents, and to the extent not specified in such charter provisions, according to the York/Antwerp Rules, 1974.

(2) In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible 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.

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 Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such 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 extent of such cargo and not of, or recovered or recoverable by, the other or non-carrying vessel or her Owner.

12. The foregoing provision shall also apply where the Owner, operator or those in charge of any vessel or vessel's cargo or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision.

23. (Government directions, War, Epidemics, Ice, Strikes, etc.) (1) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or any person claiming to be acting under the authority of the provisions of the laws relating to such orders or directions.

(2) Should it appear that the performance of the transport would expose the vessel or any goods onboard to risk of seizure or damage or delay, resulting from war, warlike operations, blockage, riots, civil commotions or risks to, seizure, damage or delay to the risk of loss of life or freedom, or that any such risk has increased, the Master

(3) Should it appear that epidemics, quarantine, ice, labour troubles, labour obstructions, strikes, lockouts any of which onboard or on shore, difficulties in loading or discharging, or any cause (like or unlike the foregoing) beyond the reasonable control of the carrier would prevent the vessel from leaving the port of loading

(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 fulfillment of the contract. If in connection with the exercise of any liberty under this clause any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with

(5) If any situation referred to in 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 Lading is issued.

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, owners, charterers, shipbrokers, representatives, contractors, terminal operators and others dealing with cargo destined

stevedores, longshoremen, representatives, contractors, terminal operators and others dealing with cargo destined for or discharged from the vessel or used, engaged or employed by the vessel or the carrier, and any substituted 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 limitations 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

(2) Provisions extended to third persons by the Carrier or its servants, agents, or employees, shall in no 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.

(3) The Carrier's liability for cargo stowed as aforesaid shall be governed by the Hague Rules Legislation as defined above notwithstanding the fact that the goods are being carried on deck and the goods shall contribute to

defined above notwithstanding the fact that the goods are being carried on deck and the goods shall continue to general average and shall receive compensation in general average.

26. (Canals and Waterways) In the event that obstruction, closing 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, the carrier may, at its option, act under Clause 23, or may delay the vessel awaiting removal of the stoppage or obstruction or may sail the vessel via any other reasonable route; in which event additional freight shall be payable by the Merchant calculated on the expenditures or obligations actually incurred by the carrier, or at the carrier's

option, on tariffs applicable to the voyage actually performed.

option, on tariffs applicable to the voyage actually performed.