Shipper B/L No. CATHOLIC MISSION VUNAPOPE ULK-1 P.O. BOX 1237 RABAUL KAISHA, LTD. PAPUA NEW GUINEA "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. SHANGHAI COMMERCIAL AND SAVING BANK LTD TAIPEI BRANCH Notify Party J.C. BUYING CO LTD 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. 71 LANE 296 DA-DOO RD SEC 3, PEITAU TAIPEI. TAIWAN Voy. No CAMFAIR 31 Port of Discharge For Transhipment to (if on-carriage) ULAMONA, PNG TAIWAN PORT Kind of Packages or Units; Description of Goods Gross Weight Measurement Marks & Numbers No. of P'kgs. or Units PCS PNG MALAS ROUND LOGS VARIOUS LOG NOS. 451 1,999.960M3 Ist ORIGINAL VINEA) LIMITED BURNS PHILE SHANGIAI COMMERCIAL B/P No. AS AGENTS. 3913 AA HONG Declared value pursuant to Paragraph 17, if any Total number of packages or units Regrapuo FREIGHT & CHARGES Prepaid BANK TAIPHI TAIWAN "FREIGHT PREPAID orized Signataras Prepaid at Place of B(s)/L Issue Ex. Rate RABAUL 01/12/88 Total Prepaid in Local Currency Number of Original BLs 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 as Agent Form No. 004-3/80 (TERMS OF BILL OF LADING CONTINUED ON BACK HEREOF) & AGMINIS MARAUM

- 1. (Definition) In this Bill of Lading the "ship" and the "vessel" means the herein designated ocean vessel; the "owner of the goods" includes the shipper, the consignee, the owner of the goods, the receiver, and the endorsee and/or holder of the Bill of Lading whether by way of security and/or as agent or otherwise; and the "carrier" means the owner or demise charterer of the vessel. Wherever the term: "Merchant" is used in this Bill of Lading, it shall be deemed to include the Shipper, the Receiver, the Consignee, the Holder of the Bill of Lading and the Owner of the cargo.
- Owner 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 charterer of the vessel, and it is therefore agreed that said owner or demise charterer of the vessel only shall be liable for any damage or loss due to any breach or non-performance of any obligation arising out of the contract of carriage, whether on not relating to the vessel's seaworthiness.

 (2) If, despite the foregoing it is adjudged that any other is the carrier and/or ballee of the goods shipped hereunder, all limitations of, and exonerations from, liability and all lipits 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 shall not be under any liability arising out of the contract of carriage, nor as Carrier nor ballee of the goods unless said Line, Company or Agent be the owner or demise charterer of the vessel.

and be under any liability arising out of the contract of cirriage, nor at Carrier not Bullet of the goods unless stand Line, Company or Agent be the owner or demise charterer of the vessel.

3. (Paramount Clause) (1) This Bill of Lading shall have effect subject to the provisions of the International Canvention for the Unification of Certain Rules relating to Bills of Lading, signed at Brussels on August 25; 1924 (not including the Vibby Amendments thereto contained in the Protocol signed at Brussels on February 33, 1968) compulsorily applies to this Bill of Lading, the which case it shall have effect subject to the Provisions of such legislation. The said Act or legislation of certain Rules relating to Bills of Lading, signed at Brussels on February 33, 1968) compulsorily applies to this Bill of Lading, in which case it shall have effect subject to the revovisions of such legislation. The said Act or legislation deternation and the subject to the Bill of Lading, in which case it shall have effect subject to the deemed to be incorporated therein.

(2) If any provision of this Bill of Lading is held to be repugnant to any extent to the Hague Rules Legislation or to any other legislation which is compulsorily applicable to this Bill of Lading, such provisions shall be not any other legislation or for immunities or an increase of any of its responsibilities or Liabilities under the Flague Rules Legislation of such other applicable Legislation.

(3) All agreements or freight engagements for the shipment of the goods are superseded by this Bill of Lading, shall be governing Law and Jurisdiction) The contract evidenced by or contained in this Bill of Lading shall be governed and construed by Japanese law except as may be otherwise provided for hereful, and any action against the Carrier hereful or the shipment of the goods are superseded by this Bill of Lading shall be governed and construed by Japanese law except as may be otherwise provided for hereful, and any action against the Carrier hereful or the carrier has

- not be deemed to be or give rise to a personal contract of the carrier.

 6. (Period of Responsibility) (The carrier or his Agent shall not be liable for loss of or damage to the goods during the period before loading and after discharge from the vessel, howsover such loss or damage arises.

 (2) If any law compulsorily applicable during said period forbids the carrier from disclaiming or limiting such liability by contract, the carrier shall be liable only in the respects in which disclaimer or limitating of bridden, and shall be exonerated from liability in every respect in which exoneration is permitted. The carrier 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 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 lie loading port1 in any order in or out of the route or in a contrary direction to or beyond the port or destination once or oftener for bunkering or foading or discharging cargo or embarking or discharging exargo very the within cargo into and then beyond the port of discharge hande therein and to return to and discharge the said cargo at web port to tow or to be fowed, a make trial trips with or without range, to adjust comparess, or to repair or drydock with or without cargo or board, all as part of the contract voyage.

 8. (Substitution of Vessel, Transhipment and Forwarding) (1) Whether expressly atranged beforehand or
- board, all as part of the contract voyage.

 (Substitution of Vessed, Transhipment and Forwarding) (1) Whether expressly arranged belurehand or otherwise, the Carrier shall be at liberty to carry the goods to their port of destination by the said or other vessel or vessels either belonging to the Carrier or others or by other means of transport, proceeding either directly or indirectly to such port and to carry the goods or part of them beyond their port of destination, and to travship, land and store the goods either on shore or affoat and reship and forward the same at Carrier's expense by at Merchant's it.

 (2) When the ultimate destination at which the Carrier may have engaged to deliver the goods is other than the vessel's port of discharge, the Carrier acts only as Forwarding Agent for the Merchant.

 (3) The responsibility of the Carrier shall be limited to the part of the transport performed by him on vessels under his management and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the transport even though the treight for the whole transport has been collected by him or his Agent.

Agent.

(4) The Merchant authorizes the carrier to accept on its behalf for such other part of the transport the regular 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 in such Bill of Lading or other document of the on-carrier.

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

(2) Carrier does not undertake to, but may, at its option, and solely as the agent of the Merchant, arrange for lightening the goods to or from the ship, but in so doing shall not be responsible for the character, or seaworthiness of lighters or any fault or negligence of lightenmen, it being expressly agreed that such services shall 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.

O. (Loading, Discharging and Delivery) (1) Loading, Discharging and Delivery of the cargo shall be arrange the Carrier's Agent unless otherwise agreed.

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

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

(4) The Merchant or his Assign, shall tender the goods when the vessel is ready to load and as last as the can receive and—but only if required by the Carrier—also outside ordinary working hours notwithstanding custom of the port. Otherwise the Carrier shall be relieved of any obligation to load such cargo and the research of the contract of the contractively to act under Clabuse). The Merchant of the contract of the contractively to act under Clabuse). The Merchant of without notice.

(5) The Merchant shall accept his reasonable proportion of unidentified loose cargo.

1. Obeck Cargo and Live Animals) (1) The Goods stowed in poop, forecastle, deekhouse, finder-talk, has space or any other covered space shall be deemed to be stowed under deck for all purpose of the second of the contractive of t

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.

been correctly given, and lot the purpose of ascertaining file actual facts, reserves (the right to obtain from the merchant the original invoice and have the contents inspected and the weight, measurement or viewerfiled.

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 best than two inches long; together with a mark and number or address and with the name of port of discharge and thinked desired destination, and such markings shall correspond to the marking and numbers inserted in this Bill of Lading, otherwise the Carrier or the vessel shall correspond to the marking and numbers inserted in this Bill of Lading, otherwise the Carrier or the vessel shall correspond to the marking and numbers of the goods to other than in accordance with the leading mark.

(2) In case of iron and steel, angles, bars, 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;

(a) every pickes additionally and permanently marked well-to-in-plain.

(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 patients to be notified of anival-of the vessel or the goods at the vessel's port of discharge or at destination is solely life, 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-porterage etc.) At any port, the Carrier or the master is authorized by the Merchant to entrust any firm or person with master-porterage (receiving, weighing, measuring, delivering of the goods, li

- who shall pay the current rate for all work performed on their behalf, and indemnify the Cartier or the ship from all tisks incurred and charges involved as the case may be.

 17. (Limitation of Liability) (1) Neither the cartier not the ship shall in any event be "able for any loss of or damage to or in connection with the goods in an amount excepting 100,000 Japanese yen (or its equivalent in other currency at cartier's option) plet, package or titiffe unless the "Saabure 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 of declared, and any carrier's liability shall not exceed such declared value. Any partial loss or damage shall be adjusted pro-rad on the basis of the foregoing limitation amount or declared value is 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 in whole or in part, except goods shipped in bulk. In the case description, whether or not enclosed or boxed in whole or in part, except goods shipped in bulk. In the case of goods carried in containers, wans 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 ligher limit of liability than the foregoing is compulsorily applicable, the limitation of liability provisions of said Act or Jegislation is hall supersede any inconsistent privisions of this Paragraph 17. The provisions of waid act or legislation is not compulsorily applicable.

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

 (3) Kowage and Protection of the Goods) (1) Ventifated, Jerfiggarated, insultated or specially cooled or heated stowage or storage will n

- 19. (Delay in Delivery) The carrier does not undertake that the goods shall arrive at place of discha transshipment of destination, and any particular time or to meet any particular market or use. Scheduled time stalling, arrival or transshipment pay be advanced or delayed whenever-the carrier tinds it proudent or advanded of one of the delayed recommendation of the delayed with the delayed with the delayed with the delayed of the delayed with the
- 20. (Dangerous and Peristrable 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 (hereof with knowledge of their nature and character) and any goods which shall in the course of carriage hereunder perish or become decomposed 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.

landing, destruction or rendering innocuous.

1. (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 whatsoewer, 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 is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier is not or incurred, and shall pay safvage and special charges incurred in respect of the goods.

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

or vessels belonged to stratigers.

2. (Both-to-Blame Collision Clause) (f) If the vessel contest into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Martiner, Pliot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier again 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 slid goods paid or payable by the other on non-carrying vessel or her Owner to slower of said cargo and set-off, or recoupted or recovered by the other or non-carrying vessel or her Owner as past of his claim against the carrying vessel or Carrier.

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

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