

Shipper

NEGOCIOS INDUSTRIALES REAL S.A.  
Ave. Carlos Luis Plaza Dañin y la  
Primera (Ciudadela La Atarazana)  
GUAYAQUIL/ECUADOR.-

Consignee

TO ORDER

Notify address

MITSUBISHI CORP., TOKYO

## BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

B/L No. 2

Reference No.

甲第 12 号証

EXHIBIT No.

Vessel

MANOLIS

Port of loading

GUAYAQUIL

Port of discharge

KASHIMA - JAPAN

Shipper's description of goods

Gross weight

ECUADOR 20.710 BAGS/1.050 TONS OF 1.000 KILOS 1'050.000 KJL.  
FISHMEAL, ECUADOR FISHMEAL, TREATED WITH  
TREATED WITH ANTIOXIDANT OF ETHOXYQUINE.  
ANTIOXIDANT PACKED IN NEW POLYPROPYLENE WO-  
PRODUCT OF VEN BAGS 50,70 KILOS EACH GROSS  
ECUADOR PAIS FOR NET.  
AMAZONICO

"FREIGHT PREPAID OR FREIGHT PAYA-  
BLE AS PER CHARTER PARTY"

REF.: EX # 3/89 LH

2)

P.E. # 03466

"CLEAN ON BOARD"

ORIGINAL

(of which on deck at Shipper's risk; the Carrier not  
being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER-PARTY dated

FREIGHT ADVANCE.

Received on account of freight:

US\$.60,00/1.000 Kls. FIO US\$.63.000

Time used for loading days

hours

SHIPPED at the Port of Loading in apparent good order and  
condition on board the Vessel for carriage to the  
Port of Discharge or so near thereto as she may safely get the goods  
specified above.

Weight, measure, quality, quantity, condition, contents and value un-  
known.

IN WITNESS whereof the Master or Agent of the said Vessel has signed  
the number of Bills of Lading indicated below all of this tenor and date,  
any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

GUAYAQUIL

Number of original B/L

THREE / 3

Place and date of issue

Guayaquil, APR 30 1989

Signature

TRANSOCEANICA

RECEIVED ON BOARD

HOLGER C. RIEBAU  
GERENTE



## BILL OF LADING

TO BE USED WITH CHARTER PARTIES  
 CODE NAME: "CONGENBILL"  
 EDITION 1978  
 ADOPTED BY  
 THE BALTIC AND INTERNATIONAL  
 MARITIME CONFERENCE (BIMCO)

EXHIBIT No.

NEGOCIOS INDUSTRIALES REAL S. A.

FIRMA AUTORIZADA

ALFRED C. TOEPFER  
 INTERNATIONAL G.M.B.H.  
 i.V.

## Conditions of Carriage.

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, are herewith incorporated. The Carrier shall in no case be responsible for loss of or damage to cargo arisen prior to loading and after discharging.

## (2) General Paramount Clause.

The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

Trades where Hague-Visby Rules apply.

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - the Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading. The Carrier takes all reservations possible under such applicable legislation, relating to the period before loading and after discharging and while the goods are in the charge of another Carrier, and to dock cargo and live animals.

## (3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1974, in London unless another place is agreed in the Charter.

Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shippers and Consignees expressly renounce the Netherlands Commercial Code, Art. 700, and the Belgian Commercial Code, Part II, Art. 143.

## (4) New Jason Clause.

In the event of accident, danger, damage or disaster before or after the 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 goods, Shippers, Consignees or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, 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.

If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or owners of the goods to the Carrier before delivery.

## (5) Both-to-Blame Collision Clause.

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight,  
 destination, etc., see overleaf.

Deliver to the Order of  
 THE SANWA BANK LTD.

Deliver to the Order of  
 THE SANWA BANK LTD.  
 TOKYO MAIN OFFICE  
 Assistant Manager