AMERICAN PRESIDENT LINES, LTD.

BILL OF LADING

HOME OFFICE
601 CALIFORNIA STREET

SAN FRANCISCO
CALIFORNIA 94108

SHIPPER (Principal or Seller-licensee and address)
INTERMARC CORPORATION, INC.
[illegible] OF THE AMERICAS
NEW YORK, N.Y.

D/R 3018

BOOKING NUMBER

EXPORT REFERENCES
6P-5016

FORWARDING AGENT (References)
ARTHUR J. FRITZ & CO. (FMC 275) REF 5200342
40 RECTOR ST., N.Y. (JAY)

CONSIGNEE (Non-Negotiable unless consigned to order)
ORDER OF THE INTERNATIONAL
COMMERCIAL BANK OF CHINA

POINT AND COUNTRY OF ORIGIN

NOTIFY PARTY/INTERMEDIATE CONSIGNEE (Name and address)
HUYNH NGOC MY CONG TY "MYTOK"
46, BUI-CHU
SAIGON, SO.VIETNAM

DOMESTIC ROUTING/EXPORT INSTRUCTIONS/ALSO NOTIFY

PIER
SHED 3020 ELIZ. PT. AUTH.

EXPORT CARRIER (Vessel, voyage, & flag)
PRESIDENT JEFFERSON (US)

PORT OF LOADING
NEW YORK

ONWARD ROUTING FROM PORT OF DESTINATION

PORT OF DISCHARGE
SAIGON V/13

FOR TRANS-SHIPMENT TO
NONE

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS PARTICULARS FURNISHED BY SHIPPER	GROSS WEIGHT	MEASUREMENT
ZINC PHOSPHIDE RAGA/730-1-61329 MYTOX 19 SAIGON MADE IN USA	88	L/C NO.2 3039/212 - AID CODE NO.51[illegible] BTM CODE NO. 28 55,00.02 LTR COM NO. 730-1-61329 BNVN NO. 2855/1329/0005 NEW 5-GALLON 24 GAUGE STEEL PAILS ZINC PHOSPHIDE ONBOARD - FREIGHT PREPAID	9,416#	105.6'

CFS
MAIL Q01948

"United States Law Prohibits [illegible] of these commodities to the Soviet [illegible] Peoples Republic of China, North Korea, Communist controlled areas of Viet Nam, Cuba, or So. Rhodesia unless otherwise authorized by the United States."

THE INTERNATIONAL COMMERCIAL BANK OF CHINA SAIGON
IB. No 293

ORIGINAL

These Commodities Licensed by U.S. for Ultimate Destination

Diversion Contrary to U.S. Law Prohibited

FREIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENTS SUBJECT TO CORRECTION		PREPAID		COLLECT	
9416# @ 111.75/2000#		526	13		
WAR RISK @ 2.50/2000#		11	77		
VANNING @ 5.00/2000#		23	54		
BKR S/C @ 13.00/2000#		61	00		
TOTAL PREPAID	04	622	62		
TOTAL COLLECT					

Vessel	Voyage	Office
50	12	001

IN ACCEPTING THIS BILL OF LADING, the shipper, consignee and owner of the goods agree to be bound by all of its stipulations, exceptions, and conditions whether written, printed, or stamped on the front or back hereof, any local customs or privileges to the contrary notwithstanding.

IN WITNESS WHEREOF the carrier by its agent has signed THREE bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated at NEW YORK, N.Y. 3-5-75
MO. DAY YEAR

This is a SHIPPED on BOARD Bill of Lading When Validated
VALIDATED
MAR 21 1975
AMER. PRES. LINES - N.Y.

AMERICAN PRESIDENT LINES, Ltd.
By Ucarlson
AS AGENT FOR THE MASTER

B/L NUMBER
CFS 0002 CFS

FCC	FORWARDER	SHIPPER	CONSIGNEE	LOAD PORT	DISCHARGE PORT	TRANSHIP PORT	NOTIFY	CSC

RECEIVED by the carrier identified in Clause 1 hereof the goods or the containers, vans, trailers, pallets or other packages, said by the shipper to contain the goods herein mentioned, in apparent good order and condition except as otherwise indicated herein, to be transported to the port of destination named above, or so near thereunto as the ship may always safely get and leave, always afloat at all stages and conditions of water and weather and there to be delivered or transshipped, subject to all the terms and conditions appearing on the face and reverse side hereof which shall govern the relations, whatever they may be, between the shipper, consignee, carrier and ship in every contingency whenever, wherever, and however occurring and whether the carrier be acting as such or as bailee, and also in the event of and during deviation or of conversion of the goods and none of the terms of this bill of lading shall be considered to have been waived unless by an express written waiver signed by an authorized agent of the carrier. The terms and conditions set forth below give the carrier certain rights and privileges and certain exceptions and immunities from and limitations of liability additional to those provided by law and extend the benefits of this bill of lading to stevedores and other servants, agents and contractors of the carriers.

Goods covered hereby may be transferred or transshipped to one or more vessels for carriage from the port of shipment to the port of destination and such transfer, transshipment or change of vessel shall not constitute a deviation and such transfers and transshipments are contemplated.

1. DEFINITIONS. In addition to the vessel named herein, the words "Ship" and "Vessel" shall include any substituted vessel and any craft, lighter or other means of conveyance, owned, chartered or operated by Carrier in the performance of this contract; the word "Carrier" shall include the ship, her owner, operator, demise charterer, time charterer, stevedore, master and any substituted carrier and all other persons rendering services in connection with the performance of this contract, whether the owner, operator, charterer, stevedore, master or any other person rendering service in connection with this contract shall be acting as carrier or bailee; "Shipper" shall include the person named as such in this bill of lading and the person for whose account the goods are shipped; "Consignee" shall include the holder of this bill of lading properly endorsed, the receiver and the owner of the goods; "Goods" shall include wares, merchandise and articles of every kind and description including containers, vans, trailers, pallets and other packages; "Package" as used herein and in the United States Carriage of Goods by Sea Act, shall include containers, vans, trailers, pallets and all pieces, articles, and things of any description except goods shipped in bulk.

2. CLAUSE PARAMOUNT. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 1936, or similar Act in force in the locality where issued. All the provisions of such Act shall apply thoughout the entire time that the Goods are in the Carrier's custody, including the periods of Carrier's custody before loading on and after discharge from the Ship, whether the Carrier be acting as such or as bailee during such periods. This bill of lading is also subject to and incorporates the provisions of Sections 4281-4286, 4289 of the United States Revised Statutes and any amendments thereto.

3. CARRIER'S SERVANTS, AGENTS, STEVEDORES, CONTRACTORS, ETC. Because the Carrier requires the assistance of persons and companies to perform the work and services undertaken by it in connection with the Goods described herein as well as the goods of others, the Master, officers and crew members of vessels performing hereunder and the contractors, stevedores, longshoremen, agents, representatives, employees and others used, engaged or employed by Carrier in the performance of the aforesaid work and services of Carrier, shall each be a beneficiary of this contract and shall be entitled to all exemptions and immunities from and limitation of liability which Carrier has under this bill of lading, whether written, printed or stamped hereon or incorporated by reference herein, and under the United States Carriage of Goods by Sea Act, 1936, and in entering into the provisions of this clause, Carrier, to the extent of such provisions, does so not only on its own behalf but also as agent and trustee of each of the persons and companies described above, all of whom shall be deemed parties to the contract evidenced by this bill of lading.

4. SCOPE OF VOYAGE, GOVERNMENT ORDERS, LIBERTIES, ETC. The voyage may or may not include all usual, scheduled, direct, ordinary or advertised routes or ports whether or not named or disclosed in this bill of lading. At any time and in all situations the Ship may sail with or without pilots, undergo trials, adjust equipment, go on drydock or ways or to repair yards, take on fuel or stores, tow or be towed, assist vessels and life and property of Carrier or others. Carrier, master and ship shall have liberty to comply with any orders or directions of any Government or international organization or association of governments or persons or committees thereof.

In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, to make it impossible, unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual or agreed place of discharge in such port, the Carrier may before loading or before the commencement of the voyage, require the shipper or other person, entitled thereto to take delivery of the goods at port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods; or the Carrier or the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft, or other place; or the ship may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the Master or the Carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the Carrier or the Master may retain the cargo on board until the return trip or until such time as the Carrier or the Master thinks advisable and discharge the goods at any place whatsoever as herein provided or the Carrier or the Master may discharge and forward the goods by any means, rail, water, land, or air at the risk and expense of the goods. The Carrier or the Master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinabove provided, the Carrier shall be entitled to a reasonable extra compensation.

The exercise of any of the foregoing liberties by Carrier or the master shall constitute fulfillment of performance by Carrier hereunder and Carrier shall be free from any further responsibility for the Goods and Carrier shall be entitled to reasonable extra compensation for such services including additional freight if the voyage is thereby prolonged.

Ship may carry contraband, explosives, munitions, war-like stores, hazardous cargo and may sail armed or unarmed and with or without convoy.

5. SUFFICIENCY OF MARKS AND PACKING. The particulars and description of the goods appearing in this bill of lading are furnished and warranted by Shipper and are not conclusive on and do not constitute admissions or representations by Carrier as to the correctness of marks, numbers, quantity, measurement, weight, gauge, contents, nature or conditions stated herein. If not packed by Carrier, Carrier shall not have any responsibility for the safe and proper packing or securing of the contents of containers, vans, trailers, pallets or other packages and Shipper represents and warrants that the Goods are properly secured and packed in containers, vans, trailers, pallets or other packages and that they be handled in ordinary course without damage to themselves, Ship or other goods. Single pieces or packages exceeding 4480 lbs. in gross weight or which because of shape, size or condition cannot be handled with Ship's [illegible] shall be liable to pay extra charges for loading, handling, transshipping or discharging. Shipper and the Goods shall be liable for, and shall indemnify Carrier in respect of any injury, loss, damage or claim whatever on the part of anyone whatever arising from Shipper's failure to declare correctly the nature, character and weight of the Goods or from failure to mark the Goods or package as provided by law.

6. DANGEROUS GOODS. Goods that are or become noxious, hazardous or dangerous to Ship, other cargo or those on board may be discharged, destroyed or rendered innocuous without any compensation in any form to Shipper or Consignee or owner of the Goods in general average or otherwise.

7. STOWAGE ON DECK. Goods stowed in poop, forecastle, deckhouse, shelter deck, passenger spaces, storeroom, or any other covered-in space shall be deemed to be stowed under deck for all purposes, including general average. Goods, whether or not shipped in containers, vans, or trailers, and whether packed by Shipper or Carrier, may be carried on deck. Carrier shall not be required to specially note, mark or stamp any statement of on deck carriage on this bill of lading, any custom to the contrary notwithstanding. The carriage of Goods and/or containers on deck shall be subject to the terms of the United States Carriage of Goods by Sea Act, 1936, notwithstanding Section 1(c) thereof.

8. LIVE ANIMALS, ETC. Live animals, birds, reptiles and fish are received and carried solely at Shipper's and consignee's risk of accident, disease and mortality, but in other respects they shall be considered as Goods and subject to all the terms and provisions of this bill of lading.

9. BOTH TO BLAME COLLISION CLAUSE. If Ship comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or of the servants of Carrier in the navigation or in the management of Ship, the owners of Goods carried hereunder will indemnify Carrier against all loss or damage to, or any claim whatsoever, of the owners of Goods, paid or payable by the other or non-carrying vessel or her owners to the owners of said Goods and set-off, recouped or recovered by the other or non-carrying vessel or her owners, as part of their claim for damages against the carrying ship or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or object other than, or in addition to, the colliding vessels or objects are at fault in respect to a collision, contact, stranding or other accident.

10. GENERAL AVERAGE, JASON AND SALVAGE. General average shall be adjusted, stated, and settled, according to York-Antwerp Rules 1950, except Rule XXII thereof, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York, provided, however, that the cost of handling on board, discharging, reloading, or restowing cargo, fuel or stores, including shifted cargo, whether at port or place of lading, call or refuge, together with all storage and other charges incidental thereto, shall be allowed in general average when the handling, discharging, reloading, or restowing was necessary for the common safety or for the safe prosecution of the voyage. In such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the Carrier, must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignee or owners of the goods to the Carrier before delivery. Such deposit shall, at the option of the Carrier, be payable in United States money and shall be remitted to the adjuster. When so remitted, the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

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 goods, the shipper and the consignee 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 and in the same manner as if such salving ship or ships belonged to strangers.

11. DELIVERY. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the Carrier without giving notice either of arrival or discharge, may discharge the goods directly as they come to hand, at or onto any wharf, craft, or place that the Carrier may select, and continuously, Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be. The Carrier shall not be liable for any loss or damage whatsoever if refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. Carrier shall not be required to deliver the merchandise at port of delivery at any particular time or to meet any particular market or in time for any particular use.

12. LIQUID CARGO. Liquid cargo in bulk shall be pumped aboard by Shipper as fast as Ship can receive it and shall be received at the port of destination at Ship's hose connection or Ship's rail as fast as Ship can deliver.

13. LIGHTERAGE. At ports and places of discharge where Carrier is required to discharge cargo to lighters or other craft by local law, local authorities or local custom, or where it has been so agreed or where piers or wharves which the Ship can reach, lie at or depart from always afloat, are not available, or where prevailing conditions at the time render discharge to a pier or wharf dangerous or imprudent or would subject Ship, Goods and cargo of others to unusual delay, Consignee shall be required to furnish lighters or other craft and take delivery alongside Ship. If such lighters or craft from Ship's tackle at the risk and expense of Goods. In such cases, if Consignee fails or refuses to provide lighters or other craft, Carrier, acting as agent for Shipper and Consignee, may engage such lighters or craft at the risk and account of Goods, and upon discharge of Goods into such lighters or craft, performance hereunder and delivery of Goods shall be complete and Carrier shall not be under any further responsibility with respect to Goods.

14. UNIDENTIFIABLE GOODS. Carrier shall not be liable for failure to deliver in accordance with leading marks unless Goods shall have been so marked as to be and remain clearly legible throughout the voyage. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed Goods not otherwise accounted for, shall be allocated to the various consignees of goods of like character in proportion to any apparent shortage, loss of weight or damage and shall be accepted as complete delivery. Loss or damage to Goods in bulk stowed without separation from other goods in bulk of like quality, either of the same or other consignees, shall be divided in proportion among the several shipments.

15. COOPERAGE, FINES, EXPENSES, ETC. Goods shall be liable and shall indemnify Carrier for all expense of mending, cooperage, baling, reconditioning, gathering of loose cargo or contents of packages; for any payment, fine, dues, duty, tax or impost, loss, damage, detention, costs and expenses of whatever nature sustained or incurred by or levied upon Carrier or Ship in connection with Goods or by reason of Goods being on board, or of any proceeding against or involving Goods by way of attachment, seizure, interpleader or in any way whatever.

16. PACKAGE LIMITATION. In the event of any loss of or damage to Goods exceeding in actual value \$500 lawful money of the United States per package, or in case of Goods not shipped in packages, per customary freight unit, the value of Goods shall be deemed to be \$500 per package or per customary freight unit, as the case may be, and Carrier's liability, if any, shall be determined on the basis of \$500 per package or per customary freight unit, unless the nature of Goods and a higher value shall be declared by Shipper, in writing before shipment and inserted in this bill of lading, and extra freight paid thereon if required.

In the event of a higher value being declared by Shipper, in writing and inserted in this bill of lading and extra freight paid thereon, if required, Carrier's liability, if any, for loss of or damage to or in connection with Goods shall be determined on the basis of such declared value, and prorata of such declared value in case of partial loss or damage, provided such declared value does not exceed the actual value of Goods.

17. FREIGHT. Freight shall be payable at Carrier's option on gross intake or discharged weight or measurement or on the basis of value or per package. Freight may be calculated in the first instance on the particulars of Goods furnished by Shipper, but Carrier may, at any time, examine, weight, measure and value Goods. If Shipper's particulars are found to be erroneous and additional freight is payable, Goods shall be liable for expenses incurred in examining, weighing, measuring and valuing them. Full freight to port of destination, named herein, shall be considered completely earned on receipt of Goods by Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination, and Carrier shall be entitled absolutely to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatever, Ship and/or Goods lost or not lost, or the voyage changed, broken up, frustrated or abandoned, or if Goods be short, slack or damaged. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere, any forwarding of any part of Goods, if by another ship or Carrier, shall be at the risk and expense of Goods. All charges involving payment of money shall be due and payable day by day immediately when they are incurred, and shall be paid in full without any offset, counterclaim or deduction, but without prejudice to any claim against Carrier for breach of contract hereunder. All payments shall be made at Carrier's option in currency of the port of shipment or of the port of destination at the current demand rate of New York exchange as quoted on the day Ship arrives off Quarantine Station at the port of destination. Carrier shall have a lien on Goods which shall survive delivery, for all freight and other charges due hereunder and may enforce this lien by public or private sale and without notice. The proceeds of sale shall be applied so far as they may go towards settlement of Carrier's freight and other charges and Carrier shall not be under any liability for [illegible], except to account for the balance, if any, of such proceeds.

Shipper and Consignee shall be jointly and severally liable to Carrier for the payment of all freight, charges and other amounts due Carrier. Any person, firm or corporation engaged by Shipper or Consignee to perform forwarding services with respect to Goods shall be considered the exclusive agent of Shipper or Consignee for all purposes and any payment of freight to such person, firm or corporation shall not be considered payment to Carrier. Failure of such person, firm or corporation to pay any part of the freight to Carrier shall be considered a default by Shipper and Consignee in the payment of freight. Shipper and consignee shall each be liable for return freight and charges on Goods refused exportation or importation by any government or public authorities and Carrier accepts no responsibility therefor.

18. FIRE EXEMPTION. Neither Carrier nor any corporation owned by, subsidiary to or associated or affiliated with Carrier, shall be liable to answer for or make good any loss or damage to Goods occurring at any time and even though before loading or after discharge by reason or by means of any fire whatsoever, wherever and however occurring, unless such fire shall have been caused by the actual fault or privity of Carrier or of such corporation, respectively. In situation where such exemption from liability may not be permitted by law, neither Carrier nor such corporation shall be liable for any loss or damage by fire unless caused by negligence, including that imputed by law, for which Carrier or such corporation is liable, respectively.

19. It is contemplated that if the vessel named herein is not scheduled to call at the port of destination, the goods covered hereby may be transferred or transshipped to one or more vessels in the course of carriage from the port of loading to the port of destination and such transfer, transshipment or change of vessel shall not constitute a deviation.

20. PRECIOUS GOODS. Gold, silver, specie, bullion or other valuables, including those named or described in Section 4281 of the Revised Statutes of the United States, will not be received by Carrier unless their true character and value is disclosed and a special written agreement therefor has been made in advance, and will not, in any case, be loaded by Carrier. Such valuables shall not be considered received by or delivered to Carrier until brought aboard Ship by Shipper and there put in the actual possession of the master or other officer in charge and his written receipt therefor has been given. Such valuables will only be delivered by Carrier aboard Ship on surrender of outstanding receipt, bill of lading or other contract properly endorsed and, upon such delivery on board, Carrier's responsibility shall cease. If delivery is not taken promptly after Ship's arrival at the port of destination, such goods may be retained aboard or landed or carried on, solely at their risk and expense.

21. CLAIMS AND SUITS. Any claim against Carrier for any loss, damage, delay or non-delivery of Goods with respect to freight, charges, expenses, tariff classification or other matters pertaining to Goods shall be given to Carrier or its agent in writing before removal of Goods from Carrier's custody. If the loss or damage is not apparent the notice must be given within three days of the delivery. In case of non-delivery, notice must be given within 30 days after the time when goods should have been delivered.

If written claim is not given, Carrier shall be considered prejudiced thereby and Carrier shall be discharged of all liability therefor which discharge may be pleaded in and constitute a defense to any suit or proceeding that may be brought against Carrier in connection with any such claims.

In any event, Carrier and Ship shall be discharged from all liability for loss or damage to Goods or with respect to freight, charges, expenses, tariff classification or other matters pertaining to Goods unless suit or appropriate proceeding is brought within one year after delivery of Goods or the date when Goods should have been delivered.

22. SIGNING, SURRENDER AND SEPARABILITY. All agreements and freight engagements with respect to Goods are superseded by this bill of lading and all its terms, whether written, typed, stamped or printed are agreed by Shipper and Consignee to be binding as fully as if this bill of lading were signed by Shipper and Consignee, any local customs, law or usages to the contrary notwithstanding. The terms of this bill of lading shall be separable and, if any term or provision hereof or any part of any term or provision shall be invalid to any extent, it shall be invalid to that extent but no further and such circumstance shall not affect the validity or enforceability of any other term or provision hereof. One bill of lading signed by or on behalf of Carrier or master, duly endorsed, will be surrendered, if required, to the agent of Carrier at the port of destination in exchange for delivery order.

23. HEADINGS. The headings of the above clauses are for convenience of reference only and shall not affect the interpretation of the terms of this bill of lading.

On payment of all charges
please deliver to the order of
Messrs.
FOR THE INTERNATIONAL COMMERCIAL
BANK OF CHINA
Business Division

On payment of all charges
please deliver to the order of
Messrs.
FOR THE INTERNATIONAL COMMERCIAL
BANK OF CHINA
Business Division

Inc