

LUM/DTT/0026/05

Recd: 19/12/83

Föreningen Emmaus Björkå

Åkvarn S-360 70 Åseda Sweden

Tel. 0481 - 660 15, 660 16 Bankgiro 334-1187 Postgiro 33 36 29-4

ANC (SA)

P.O. Box 3523

✓ LUANDA

P.R. ANGOLA

ÅKVARN 1983 12 09

Dear Comrades.

Thank you for your letter of June 24th -82.

We would like to inform you now, that we have packed and sent some furniture etc. in a 20-foot container - wich we also donate to ANC. We have heard from comrade Eva Strimling from Bread and Fishes that you lack furniture for your offices and lodgings in Luanda.

We hope that you find use of the container too. Otherwise you are free to dispose of it as you like.

In this letter you find a B/L No 2-HSL, issued in Oslo 21st November 1983, and a packing-list.

SWAPO office, Project Section, has the Insurance Policy wich is valid for your container and one that we have sent to SWAPO.

ANC cultural and political messengers AMANDLA has had a successful tour in Sweden. They wisited us yesterday to look at our establishment and activities. Now they are on their way to continue their work in Netherlands.

We wish you a Revolutionary year of -84!
Further developments towards the liberation of South Africa will take place. We wish you success in these activities.

AMANDLA!

For Emmaus Björkå Association



c.c. ANC (SA) Stockholm
ANC (SA) Lusaka
Bread and Fishes Västerås
Emmaus Stockholm

acknowledged

9/1/84.

cc. Mokeba.

1. Shipper

EMMAUS BJOERKA
AKVARN
S-360 70 ASED

Ref. No

UNITED WEST AFRICA SERVICE



2. Consignee

ANC (SA)
P.O.Box 3523
LUANDA
P.R. ANGOLA

3. Notify address

same as above

4. Pre-carriage by*

M/S "MAR. MIGALA"

5. Place of receipt by pre-carrier*

Helsingborg

6. Vessel

M/S "ZAWICHOST"

7. Port of loading

Szczecin

8. Port of discharge

Luanda

9. Place of delivery by on-carrier*

10. Marks and Nos.

Cont. no. 03125
Seal 18 85 31

11. Number and kind of packages; description of goods

1 x 20' cont. s.t.c.
FURNITURES, HOSPITAL EQUIPMENT,
CLOTHES, BLANKETS

13. Gross weight 14. Measurement

5.000 KOS

Shippers load, stowage and count

"FREIGHT PREPAID"

ORIGINAL

Particulars above declared by Shipper
Freight and charges

SHIPPED on board in apparent good order and condition weight, measure, marks, numbers, quality, contents and value unknown, for carriage to the Port of Discharge or so near thereunto as the Vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid Port unto Consignees of their Assigns, they paying freight as indicated to the left 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 agree to all its stipulations on both pages, 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 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.

15. Freight payable at
Prepaid

16. Place and date of issue
Oslo, 21st November 1983

17. Number of original Bs/L
3/three

18. Signature
for the Master
FAABERG SHIPPING A
K. Hallerud

* Applicable only when document used as a Through Bill of Lading

VEB DEUTFRACHT/SEEREEDEREI
ROSTOCK
GERMAN DEMOCRATIC REPUBLIC

ESTONIAN SHIPPING CO.
TALLINN
USSR

POLSKIE LINIE OCEANICZNE
GDYNIA
POLAND

UNITED WEST AFRICA SERVICE

JOINT OPERATING OFFICE
107, Aleja Wojska Polskiego
SZCZECIN / POLAND

Phones: 224907, 233828, 48728 Telex: 0422 357 Telegrams: UNIAFRICA

(Liner Bill of Lading; Liner terms recommended by the International Shipowners Association (INSA) Clauses 1-19 inclusive are Liner terms approved by BIMCO under the code name "CONLINEBILL", January, 1973)

1. DEFINITION.

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.

2. 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.

3. JURISDICTION.

Any dispute arising under this Bill of Lading shall be decided in the country where the Carrier has his principal place of business, and the law of such country shall apply except as provided elsewhere herein.

4. 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, howsoever such loss or damage arises.

5. THE SCOPE OF VOYAGE.

As the vessel is engaged in liner service the intended voyage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the service including maintenance of vessel and crew

6. SUBSTITUTION OF VESSEL, TRANSHIPMENT AND FORWARDING.

Whether expressly arranged beforehand 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 carry the goods or part of them beyond their port of destination, and to tranship, land and store the goods either on shore or afloat and reship and forward the same at Carrier's expense but at Merchant's risk. 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 as Forwarding Agent only. The responsibility of the Carrier shall be limited to the part of the transport performed on vessels under his management and no claim will be acknowledged by the Carrier of damage or loss arising during any other part of the transport even though the freight for the whole transport has been collected by him.

7. LIGHTERAGE.

Any lightening in or off ports of loading or ports of discharge to be for the account of the Merchant.

8. LOADING, DISCHARGING AND DELIVERY.

Of the cargo shall be arranged by the Carrier's Agent unless otherwise agreed.

Landing, storing and delivery shall be for the Merchant's account. Loading and discharging may commence without previous notice. The Merchant or his Assign shall tender the goods when the vessel is ready to load and as fast as the vessel can receive and — but only if required by the Carrier — also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be relieved of any obligation to load such cargo and the vessel may leave the port without further notice and deadfreight is to be paid.

The Merchant or his Agent or his Assign shall take delivery of the goods and continue to receive the goods as fast as the vessel can deliver and — but only if required by the Carrier — also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be at liberty to discharge the goods and any discharge to be deemed a true fulfilment of the contract, or alternatively to act under clause 16.

The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the goods as above. If the goods are not applied for within a reasonable time, the Carrier may sell the same privately or by auction. The Merchant shall accept his reasonable proportion of unidentified loose cargo.

9. LIVE ANIMALS AND DECK CARGO.

shall be carried subject to the Hague Rules as referred to in Clause 2 hereof with the exception that notwithstanding anything contained in Clause 19 the Carrier shall not be liable for any loss or damage resulting from any act, neglect or default of his servants in the management of such animals and deck cargo.

10. OPTIONS.

The port of discharge for optional cargo must be declared to the vessel's Agents at the first of the optional ports not later than 48 hours before the vessel's arrival there. In the absence of such declaration the Carrier may elect to discharge at the first or any other optional port and the contract of carriage shall then be considered as having been fulfilled. Any option can be exercised for the total quantity under this Bill of Lading only.

11. FREIGHT AND CHARGES.

(a) Prepayable freight, whether actually paid or not, shall be considered as fully earned upon loading and non — returnable in any event. The Carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred. Interest at 5 per cent, shall run from the date when freight and charges are due.

(b) The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing on board and expenses incurred in repairing damage to and replacing of packing due to expenses caused by extra handling of the cargo for any of the aforementioned reasons.

(c) Any dues, duties, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the vessel shall be paid by the Merchant.

(d) The Merchant shall be liable for all fines and/or losses which the Carrier, vessel or cargo may incur through non-observance of Custom House and/or import or export regulations.

(e) The Carrier is entitled in case of incorrect declaration of contents, weights measurements or value of the goods to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified.

12. LIEN.

The Carrier shall have a lien for any amount due under this contract and costs of recovering same and shall be entitled to sell the goods privately or by auction to cover any claims.

13. DELAY.

The Carrier shall not be responsible for any loss sustained by the Merchant through delay of the goods unless caused by the Carrier's personal gross negligence.

14. GENERAL AVERAGE AND SALVAGE.

General Average to be adjusted at any port or place at Carrier's option and to be settled according to the York-Antwerp Rules 1974. 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. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to the strangers.

15. BOTH-TO-BLAME COLLISION CLAUSE. (This clause to remain in effect even if unenforceable in the Courts of the United States of America).

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 owner of said cargo and set — off, or recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions 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.

16. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, ETC.

(a) 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 having under the terms of the insurance on the vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the transport would expose the vessel or any goods on board to risk of seizure or damage or delay, resulting from war, warlike operations, blockade, riots, civil commotions or piracy, or any person onboard to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe or convenient port.

(c) Should it appear that epidemics, quarantine, ice — labour troubles, labour obstructions, strike, lockouts, any of which on-board or on shore — difficulties in loading or discharging would prevent the vessel from leaving the port of loading or reaching or entering the port of discharge or the discharging in the usual manner and leaving again, all of which safely and without delay, the Master may discharge the cargo at port of loading or any other safe and convenient port.

(d) 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 any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the goods.

(e) 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.

(f) The Merchant shall be informed if possible.

17. IDENTITY OF CARRIER.

The contract evidenced by this Bill of Lading is between the Merchant and the Owner of the vessel named herein (or substitute) and it is therefore agreed that said Shipowner 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 or not relating to the vessel's seaworthiness. If, despite the foregoing, it is adjudged that any other is the Carrier and/or bailee of the goods shipped hereunder, all limitations of, and exonerations from liability provided for by law by this Bill of Lading shall be available to such other.

It is further understood and agreed that as the Line, Company or Agents who has executed this Bill of Lading for and on behalf of the Master shall not be under any liability arising out of the contract of carriage, nor as Carrier nor bailee of the goods.

18. EXEMPTIONS AND IMMUNITIES OF ALL SERVANTS AND AGENTS TO THE CARRIER.

It is hereby expressly agreed that no servant or Agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for loss, damage or delay arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, but without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or Agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as Agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extend be or be deemed to be parties to the contract evidenced by this Bill of Lading.

The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by the Merchant or any other from such servant or agent of the Carrier for any such loss, damage or delay or otherwise.

19. OPTIONAL STOWAGE, UTILIZATION.

(a) Goods may be stowed by the Carrier as received, or, at Carrier's option, by means of containers, or similar articles of transport used to consolidate goods.

(b) 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.

(c) The Carrier's liability for cargo stowed as aforesaid shall be governed by the Hague Rules as defined above notwithstanding 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.

20. CURRENCY CLAUSE.

If the currency, in which the freight and charges are quoted is devalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately increased equivalent to the extent of the devaluation of the said currency. When the Carrier has consented to payment in other currency than the above mentioned currency, then all freight and charges shall, subject to the preceding paragraph, be paid at the highest selling rate of exchange for banker's sight draft current on the day when such freight and charges are paid. If the banks are closed on the day when the freight is paid, the rate to be used will be the one in force on the last day the banks were open.

SPECIAL CLAUSES

A. DANGEROUS CARGO AND HEAVY LIFTS.

(a) Before the goods of dangerous or damaging nature and radioactive material are tendered for shipment, the Merchant shall inform in writing the Carrier, Master or Agent of the vessel, of their exact nature of danger, indicating the precautions to be taken, give the name and address of the sender and receiver, and distinctly mark the nature of goods on the surface of the package or packages, as required by the International Maritime Dangerous Goods Code and applicable statutes or regulations, and in addition on each container, flat trailer etc. A special stowage order giving consent to shipment must be obtained from the Carrier.

(b) Any lift weighing over two tons gross must be declared in writing before shipment and the weight must be stencilled clearly on the package. All expenses for loading and discharging of lifts of more than five tons to be born by the Merchant unless expressly agreed otherwise. In case ship's gear is used the Merchant to bear respective cost as assessed by the Carrier. The handling is deemed to be at the sole risk of the Merchant.

(c) The Merchant will be liable for all loss, damage, delay, or expenses, if the foregoing provisions are not complied with.

B. REFRIGERATED CARGO.

A loading certificate issued by the Classification Society's Surveyor or any other competent person shall be conclusive evidence as to the fitness and safety before and at the beginning of the voyage of the refrigerated cargo installation for the reception, carriage and preservation of refrigerated cargo. The Carrier shall not be obliged to provide for refrigerated storage ashore.

Consignee to take delivery of refrigerated cargo as soon as the vessel is ready to deliver, otherwise cargo will be landed at Consignee's risk and expenses.

C. SHIPPER-PACKED CONTAINERS, ETC.

(1) If a container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by

(a) negligent filling, packing or stowing of the container;
(b) the contents being unsuitable for carriage in a container, or
(c) the unsuitability or defective conditions of the container, unless the container has been supplied by the Carrier, and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed.

(2) The provisions of paragraph (1) of this clause also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.

(3) The Carrier does not accept liability for the functioning of reefer containers or trailers, not owned nor leased by the Carrier.

D. IRON AND STEEL ANGLES, BARS, ETC., LOOSE OR IN BUNDLES.

Every piece and bundle shall be distinctly marked with oil paint and every bundle must be securely fastened and metal tagged, otherwise the Carrier shall not be responsible for correct delivery and all expenses incurred at the port of discharge consequent upon insufficient marking or securing will be payable by Consignees.

E. DEMURRAGE

The Carrier shall be paid demurrage at the daily rate of DM 2.— per ton of the vessel's gross register tonnage if the vessel is not loaded or discharged with the dispatch set out in clause 8, any delay in waiting for berth at or off port to count.

Provided that if the delay is due to causes beyond the control of the Merchant, 24 hours shall be deducted from the time on demurrage as well if the loading or discharge is delayed by the nature of the cargo and/or respective regulations and/or restrictions of Government or Authority.

Each Merchant shall be liable towards the Carrier for a proportionate part of the total demurrage due, based upon the total freight on the goods to be loaded or discharged at the port in question.

No Merchant shall be liable in demurrage for any delay arisen only in connection with goods belonging to other Merchants.

The demurrage in respect of each parcel shall not exceed its freight.

F. LINER BERTH

All goods carried under this Bill of Lading to be loaded and discharged at the regular berth of the line only.

G. WEIGHING ON BOARD

Weighing on board during discharge is only allowed by permission of the Carrier or his Agent. If permission is given all additional expenses incurred to the Carrier and in connection with such weighing, whether in respect of extra stevedoring or other, shall be for account of the Merchant.

H. Freight whether prepaid or payable at destination or elsewhere as previously agreed, to be considered as earned upon shipment and not to be returned or relinquished, vessel and/or goods lost or not lost.

1. Shipper

EMMAUS BJOERKA
AKVARN
S-360 70 ASED

Ref. No

UNITED WEST AFRICA SERVICE

2. Consignee

ANC (SA)
P.O.Box 3523
LUANDA
P.R. ANGOLA

3. Notify address

same as above



4. Pre-carriage by*

M/S "MAR. MIGALA"

5. Place of receipt by pre-carrier*

Helsingborg

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M/S "ZAWICHOST"

7. Port of loading

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11. Number and kind of packages; description of goods

13. Gross weight 14. Measurement

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1 x 20' cont. s.t.c.

FURNITURES, HOSPITAL EQUIPMENT,
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Shippers load, stowage and count

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3/three

18. Signature

for the Master
FAABERG SHIPPING AS

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8. LOADING, DISCHARGING AND DELIVERY.

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(a) Prepayable freight, whether actually paid or not, shall be considered as fully earned upon loading and non — returnable in any event. The Carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred. Interest at 5 per cent, shall run from the date when freight and charges are due. (b) The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing on board and expenses incurred in repairing damage to and replacing of packing due to expenses caused by extra handling of the cargo for any of the aforementioned reasons. (c) Any dues, duties, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the vessel shall be paid by the Merchant. (d) The Merchant shall be liable for all fines and/or losses which the Carrier, vessel or cargo may incur through non-observance of Custom House and/or import or export regulations. (e) The Carrier is entitled in case of incorrect declaration of contents, weights measurements or value of the goods to claim double the amount of freight, which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified.

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General Average to be adjusted at any port or place at Carrier's option and to be settled according to the York-Antwerp Rules 1974. 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. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to the strangers.

15. BOTH-TO-BLAME COLLISION CLAUSE. (This clause to remain in effect even if unenforceable in the Courts of the United States of America).

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 owner of said cargo and set — off, or recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions 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.

16. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, ETC.

(a) 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 having under the terms of the insurance on the vessel the right to give such orders or directions or recommendations. (b) Should it appear that the performance of the transport would expose the vessel or any goods on board to risk of seizure or damage or delay, resulting from war, warlike operations, blockade, riots, civil commotions or piracy, or any person on board to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe or convenient port. (c) Should it appear that epidemics, quarantine, ice — labour troubles, labour obstructions, strike, lockouts, any of which on-board or on shore — difficulties in loading or discharging would prevent the vessel from leaving the port of loading or reaching or entering the port of discharge or the discharging in the usual manner and leaving again, all of which safely and without delay, the Master may discharge the cargo at port of loading or any other safe and convenient port. (d) 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 any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the goods. (e) 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. (f) The Merchant shall be informed if possible.

17. IDENTITY OF CARRIER.

The contract evidenced by this Bill of Lading is between the Merchant and the Owner of the vessel named herein (or substitute) and it is therefore agreed that said Shipowner 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 or not relating to the vessel's seaworthiness. If, despite the foregoing, it is adjudged that any other is the Carrier and/or bailee of the goods shipped hereunder, all limitations of, and exonerations from liability provided for by law by this Bill of Lading shall be available to such other. It is further understood and agreed that as the Line, Company or Agents who have executed this Bill of Lading for and on behalf of the Master shall not be under any liability arising out of the contract of carriage, nor as Carrier nor bailee of the goods.

18. EXEMPTIONS AND IMMUNITIES OF ALL SERVANTS AND AGENTS TO THE CARRIER.

It is hereby expressly agreed that no servant or Agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for loss, damage or delay arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, but without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or Agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as Agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extend be or be deemed to be parties to the contract evidenced by this Bill of Lading. The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by the Merchant or any other from such servant or agent of the Carrier for any such loss, damage or delay or otherwise.

19. OPTIONAL STOWAGE, UTILIZATION.

(a) Goods may be stowed by the Carrier as received, or, at Carriers option, by means of containers, or similar articles of transport used to consolidate goods. (b) 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. (c) The Carriers liability for cargo stowed as aforesaid shall be governed by the Hague Rules as defined above notwithstanding 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.

20. CURRENCY CLAUSE.

If the currency, in which the freight and charges are quoted is devalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately increased equivalent to the extent of the devaluation of the said currency. When the Carrier has consented to payment in other currency than the above mentioned currency, then all freight and charges shall, subject to the preceding paragraph, be paid at the highest selling rate of exchange for banks's sight draft current on the day when such freight and charges are paid. If the banks are closed on the day when the freight is paid, the rate to be used will be the one in force on the last day the banks were open.

SPECIAL CLAUSES

A. DANGEROUS CARGO AND HEAVY LIFTS.

Before the goods of dangerous or damaging nature and radioactive material are tendered for shipment, the Merchant shall inform in writing the Carrier, Master or Agent of the vessel, of their exact nature of danger, indicating the precautions to be taken, give the name and address of the sender and receiver, and distinctly mark the nature of goods on the surface of the package or packages, as required by the International Maritime Dangerous Goods Code and applicable statutes or regulations, and in addition on each container, flat trailer etc. A special stowage order giving consent to shipment must be obtained from the Carrier. (b) Any lift weighing over two tons gross must be declared in writing before shipment and the weight must be stencilled clearly on the package. All expenses for loading and discharging of lifts of more than five tons to be born by the Merchant unless expressly agreed otherwise. In case ship's gear is used the Merchant to bear respective cost as assessed by the Carrier. The handling is deemed to be at the sole risk of the Merchant. (c) The Merchant will be liable for all loss, damage, delay, or expenses, if the foregoing provisions are not complied with.

B. REFRIGERATED CARGO.

A loading certificate issued by the Classification Society's Surveyor or any other competent person shall be conclusive evidence as to the fitness and safety before and at the beginning of the voyage of the refrigerated cargo installation for the reception, carriage and preservation of refrigerated cargo. The Carrier shall not be obliged to provide for refrigerated storage ashore. Consignee to take delivery of refrigerated cargo as soon as the vessel is ready to deliver, otherwise cargo will be landed at Consignee's risk and expenses.

C. SHIPPER-PACKED CONTAINERS, ETC.

(1) If a container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by (a) negligent filling, packing or stowing of the container; (b) the contents being unsuitable for carriage in a container, or (c) the unsuitability or defective conditions of a container, unless the container has been supplied by the Carrier, and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed. (2) The provisions of paragraph (1) of this clause also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier. (3) The Carrier does not accept liability for the functioning of reefer containers or trailers, not owned nor leased by the Carrier.

D. IRON AND STEEL ANGLES, BARS, ETC., LOOSE OR IN BUNDLES.

Every piece and bundle shall be distinctly marked with oil paint and every bundle must be securely fastened and metal tagged, otherwise the Carrier shall not be responsible for correct delivery and all expenses incurred at the port of discharge consequent upon insufficient marking or securing will be payable by Consignees.

E. DEMURRAGE

The Carrier shall be paid demurrage at the daily rate of DM 2.— per ton of the vessel's gross register tonnage if the vessel is not loaded or discharged with the dispatch set out in clause 8, any delay in waiting for berth at or off port to count. Provided that if the delay is due to causes beyond the control of the Merchant, 24 hours shall be deducted from the time on demurrage as well if the loading or discharge is delayed by the nature of the cargo and/or respective regulations and/or restrictions of Government or Authority. Each Merchant shall be liable towards the Carrier for a proportionate part of the total demurrage due, based upon the total freight on the goods to be loaded or discharged at the port in question. No Merchant shall be liable in demurrage for any delay arisen only in connection with goods belonging to other Merchants. The demurrage in respect of each parcel shall not exceed its freight.

F. LINER BERTH

All goods carried under this Bill of Lading to be loaded and discharged at the regular berth of the line only.

G. WEIGHING ON BOARD

Weighing on board during discharge is only allowed by permission of the Carrier or his Agent. If permission is given all additional expenses incurred to the Carrier and in connection with such weighing, whether in respect of extra stevedoring or other, shall be for account of the Merchant.

H. Freight whether prepaid or payable at destination or elsewhere as previously agreed, to be considered as earned upon shipment and not to be returned or relinquished, vessel and/or goods lost or not lost.

CONTAINER Nr 03125

ANC Luanda

830816

In this container:

45 Beds with mattresses, blankets and pillows
6 Couches with mattresses, blankets and pillows
250 Pillows
130 Blankets
20 Tables
20 Chairs
7 Easy-chairs
2 Sofas
4 Book-shelves
17 Cupboards
30 Carpets
200 kg Mens clothes

YOU CAN KEEP THE container

B/L No 2-HSL, issued 21st November 1983 in Oslo.

