BAROID DIVISION

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 11/17/81 | 14612 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>N/L Industries<br>Box 884<br>Elk City, OK 73644 | #020100<br><br>SAME |

TERMS: NET 30 - 2% Late Charge - 45 Days

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| | 11/10/81 | | | 11/10/81 | Elk City | 15453 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Super Visbestos 50# | 40/bags | 15.75 | 630.00 |

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 15453 ✓

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE: (918) 245-6661~~
~~TWX: 910-840-3007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

SHIP TO
Baroid CPU

DATE: 11-10-81
CUSTOMER ORDER NO.:
TERMS:
F.O.B.: Elk City
SALESMAN:
SHIP WHEN:
SHIP VIA: CPU

BILL TO: Baroid

PPD. OR COLL.:

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 40 | Super Visbestos | 15 75 | |
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Robert J. Bohrmann

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

# Store Purchase Order

NL Baroid/NL Industries, Inc.

P.O. Box 884
Elk City, OK
s 33788

~~Mail invoice in TRIPLICATE to above address.~~

This purchase order number and Store Address must appear on all copies of Invoice

| DIRECT INQUIRIES TO | DELIVERY DATE | DATE ORDER PLACED |
|---|---|---|
| | 11-10 | |

VENDOR
Montello
6106 East 32nd Place
Tulsa, OK 74135

Ship to:

| F.O.B. | SHIP VIA | TERMS |
|---|---|---|
| Elk City | CPU | 30 days |

| ITEM # | QUANTITY | | PRODUCT CODE | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|
| | 40 | 40 | | Super Visbestos 50# | 15.75 | 630.00 |
| | | | | Inv. 14612 | | |
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TOTAL 630.00

By R. Trotter
NL BAROID / NL INDUSTRIES

VENDOR #1

Cost 399.20 63.4%

**INVOICE**

| DATE | NUMBER |
|---|---|
| 11/17/81 | 14612 |

| Sold To: | Shipped To: |
|---|---|
| Baraid Division<br>N/L Industries<br>Box 884<br>Elk City, Okla. 73644 | #020100<br>Same |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAN NUMBER | DATE SHIP | SHIPPED FROM | OUR JOB / PO NO. |
|---|---|---|---|---|---|---|
| | 11/10/81 | | | 11/10/81 | Elk City | 15453 |

**SALES JOURNAL RECAP**

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 066501 | 630.00 | |
| COMMISSIONS | 2246-01 | 70.00 | |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2260-01 | | |
| ROYALITIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850 01 | | 70.00 |
| | | | 630.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | 700.00 | 700.00 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2250-01 | | |
| Super Diabastas 50# | 14101 | 40 | 15.75 | 630.00 | A1-120 | 175 | 70.00 | | | |
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| Terms: Net 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 40 | | 630.00 | 0850-01 | | 70.00 | 0839-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 11/17/81 | 14636 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>N/L Industries<br>Box 884<br>Elk City, OK 73644 | #020100<br><br>Same |

TERMS: NET 30 - 2% Late Charge - 45 Days

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| | 11/14/81 | CuPu | | 11/14/81 | Elk City, OK | 15457 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Super Visbestos 50# | 40/Bags | @ 15.75 | $630.00 |

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 15457

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~

~~24 HR. PHONE (918) 245-6661~~

~~TWX: 910-840-3007~~

24 HR. PHONE (918) 665-1170-TWX 910-845-2396

SHIP TO

Baroid

DATE: Nov. 14, 1981

CUSTOMER ORDER NO.:

TERMS:

F.O.B.: Elk City

SALESMAN:

SHIP WHEN:

SHIP VIA: CPU

BILL TO

PPD. OR COLL.

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 40 | Sper Vis. | 15 75 | |
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Robert J. Brunske

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

# Store Purchase Order

NL Baroid/NL Industries, Inc.

P.O. Box 884
Elk City, OK

S 33789

~~Mail invoice in TRIPLICATE to above address.~~

This purchase order number and Store Address must appear on all copies of Invoice.

| DIRECT INQUIRIES TO | DELIVERY DATE | DATE ORDER PLACED |
|---|---|---|
| | 11-14 | |

VENDOR
Montello
6106 East 32nd Place
Tulsa, OK 74135

Ship to:

| F.O.B. | SHIP VIA | TERMS |
|---|---|---|
| Elk City | CPU | 30 days |

| ITEM # | QUANTITY | | PRODUCT CODE | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|
| | 40 | 40 | | Super Visbestos 50# Granular | 15.75 | 630.00 |
| | | | | Inv. 14634 | | |
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TOTAL 630.00

By R. Trotter
NL BAROID / NL INDUSTRIES

VENDOR #1

Cost 399.20 63.4%

| DATE | NUMBER |
|---|---|
| 11/17/81 | 14636 |

| Sold To: | Shipped To: |
|---|---|
| Baroid Division<br>N/L Industries<br>Box 884<br>Elk City, OK 73644 | #020100<br>Same |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| | 11/14/81 | Our Truck | | 11/14/81 | Elk City | 15457 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2248-01 | | | 2250-01 | | |
| Super Vibrator 50# | 1410-01 | 40 | 15.75 | 630.00 | Al-130 | 175 | 70.00 | | | |
| Terms: Net 30 - 2 % Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 40 | | 630.00 | 0850-01 | | 70.00 | 0839-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

| ACCOUNT DESCRIPTION | ACCT NO | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 0665-01 | 630.00 | |
| COMMISSIONS | 2248-01 | 70.00 | |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2660-01 | | |
| ROYALTIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | 70.00 |
| | 1410-01 | | 630.00 |
| TOTAL | | 700.00 | 700.00 |

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 11/05/81 | 14570 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>N/L Industries<br>Box 884<br>Elk City, OK 73644 | #020100<br><br>Same |

TERMS: NET 30 - 2% Late Charge - 45 Days

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| | 11/3/81 | CuPu | | 11/3/81 | Elk City | 15097 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Super Visbestos 50# | 40/Bags | @ 15.75 | $630.00 |

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 15097

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE (918) 245-6681~~
~~TWX 910-840-3007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

SHIP TO: Baroid CPU

DATE: 11-3-81
CUSTOMER ORDER NO.:
TERMS: CPU
F.O.B.: Elk City
SALESMAN:
SHIP WHEN:
SHIP VIA: CPU

BILL TO: Baroid Box 884 Elk City, Ok 73644

PPD. OR COLL.:

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 40 | Supervisbestos | 15 75 | |
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| | Robert J. Brumbaugh | | |
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FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

# Store Purchase Order

NL Baroid/NL Industries, Inc.

P.O. Box 884
Elk City, OK

S 33791

~~Mail invoice in TRIPLICATE to above address.~~

This purchase order number and Store Address must appear on all copies of Invoice.

| DIRECT INQUIRIES TO | DELIVERY DATE | DATE ORDER PLACED |
|---|---|---|
| | 11-3-81 | |

VENDOR
Montello
6106 East 32nd Place
Tulsa, OK 74135

Ship to:

| F.O.B. | SHIP VIA | TERMS |
|---|---|---|
| Elk City, OK | UPS | 30 days |

| ITEM # | QUANTITY | | PRODUCT CODE | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|
| | 40 | 40 | | Super Dishestos 50# | 15.75 | 630.00 |
| | | | | Inv. 14570 | | |
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TOTAL 630.00

By R. Trotter
NL BAROID / NL INDUSTRIES

VENDOR #1

Cost 399.20 63.4%

INVOICE

| DATE | NUMBER |
|---|---|
| 11/05/81 | 14570 |

| Sold To: | Shipped To: |
|---|---|
| Baraid Division<br>N/L Industries<br>Box 884<br>Elk City, OK 73644 | #020100<br><br>Same |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| | 11/3/81 | U.P. | | 11/3/81 | Elk City | 15097 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO. ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2250-01 | | |
| Super Visbestos 50# | 14001 | 40 | 15.75 | 630.00 | 01-130 | 1.75 | 70.00 | | | |
| Terms: Net 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 40 | | 630.00 | 0850-01 | | 70.00 | 0839-01 | | |

SALES ANALYSIS ←  SALES JURNAL ↑

SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 06650-01 | 630.00 | |
| COMMISSIONS | 2246-01 | 70.00 | |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2260-01 | | |
| ROYALTIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | 70.00 |
| | | | 630.00 |
| TOTAL | | 700.00 | 700.00 |

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 11/17/81 | 14611 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>N/L Industries<br>Box 884<br>Elk City, OK 73644 | #020100<br>SAME |

TERMS: NET 30 - 2% Late Charge - 45 Days

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| | 11/12/81 | CuPu | | 11/12/81 | Elk City | 15456 |

| DESCRIPTION | | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| Super Visbestos | 50# | 40/bags | 15.75 | 630.00 |

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 15456

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE (918) 245-6661~~
~~TWX 910-840-3007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

SHIP TO
Baroid CPU

DATE: 11-12-81
CUSTOMER ORDER NO.: CPU
TERMS:
F.O.B.: Elk City
SALESMAN:
SHIP WHEN:
SHIP VIA: CPU

BILL TO
Baroid

PPD. OR COLL.

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 40 | Super Visbestos | 15.75 | |
| | | | |
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Alfred Adam

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

# Store Purchase Order

NL Baroid/NL Industries, Inc.

P.O. Box 884
Elk City, OK
s 33790

~~Mail invoice in TRIPLICATE to above address.~~

This purchase order number and Store Address must appear on all copies of Invoice

| DIRECT INQUIRIES TO | DELIVERY DATE | DATE ORDER PLACED |
|---|---|---|
| | 11-12 | |

VENDOR
Montello
16106 East 32nd ~~Place~~ Place
Tulsa, OK 74135

Ship to:

| F.O.B. | SHIP VIA | TERMS |
|---|---|---|
| Elk City | CPU | 30 days |

| ITEM # | QUANTITY | | PRODUCT CODE | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|
| | 40 | 40 | | Super Visbestos 50# | 15.75 | 630 00 |
| | | | | Invoice 14611 | | |
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TOTAL 630 00

By R. Trotter
NL BAROID / NL INDUSTRIES

VENDOR #1

Cost 399.20 63.4%

**INVOICE**

| DATE | NUMBER |
|---|---|
| 11/17/81 | 14611 |

| Sold To: | Shipped To: |
|---|---|
| Paraid Division<br>N/A Industries<br>Box 884<br>Elk City, Okla. 73644 | #020100<br>Same |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO! PO NO. |
|---|---|---|---|---|---|---|
| | 11/12/81 | Cust Pu | | 11/12/81 | Elk City | 15456 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2250-01 | | |
| Super Vibrator 50# | 140-01 | 40 | 15.75 | 630.00 | 01-130 | 175 | 70.00 | | | |
| Terms: Net 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 40 | | 630.00 | 0850-01 | | 70.00 | 0839-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

**SALES JOURNAL RECAP**

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 06650 1 | 630.00 | |
| COMMISSIONS | 2246-01 | 70.00 | |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2060-01 | | |
| ROYALITIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | 70.00 |
| | | | 630.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | 700.00 | 700.00 |

# montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 7/14/81 | 13986 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>N/L Industries<br>Box 1675<br>Houston, TX 77001 | Lake Charles, LA |

TERMS: NET 30 - 1½% LATE CHARGE - 45 DAYS

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| | 7/2/81 | CuPu | | 7/2/81 | Lake Chrls. | 14660 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Pheno Seal - Medium 40# | 160/Bags | @ 11.50 | $1840.00 |
| 4 pallets @ 15.00/each | | | 60.00 |
| | | | $1900.00 |

TERMS: Net 30 - 2% Late Charge - 45 Days

SHIPPING ORDER dp

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 14660 ✓

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE: (918) 245-6661~~
~~TWX: 910-840-3007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

SHIP TO
Baroid
Lake Charles, La

DATE: 7-2-81
CUSTOMER ORDER NO.:
TERMS: F.O.B.
SALESMAN: ~~Lake Charles~~
SHIP WHEN:
SHIP VIA: customer pickup

BILL TO

PPD. OR COLL.

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| | | | |
| 160 | bags Pheno Seal Medium | 11.50 | |
| | (4 pallets) @ 15.90 ea | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | Ernest Dugas | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

PHONE
318/433-8547

# DIXIE BONDED WAREHOUSE, INC.

P. O. BOX 5804 - HWY. 90 EAST - LAKE CHARLES, LA. 70606

154

DATE 7/2/81 19__

Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135

TERMS NET 10 DAYS.

| ACCOUNT OF | WEIGHT | RATE | AMOUNT | TOTAL |
|---|---|---|---|---|
| Charges per Shipping Order #14660 | | | | |
| 4 Pallets | | @15.00ea | 60.00 | |
| | | | | $60.00 |

PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE

INVOICE

| DATE | NUMBER |
|---|---|
| 7/14/81 | 13986 |

Cost 1206.40 65.6%

| Sold To: | Shipped To: |
|---|---|
| Baraid Division<br>N/L Industries<br>Box 1675<br>Houston, Tx 77001 | Lake Charles, La.<br><br># 020100 |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR INV. / PO NO. |
|---|---|---|---|---|---|---|
| | 7/2/81 | Our Car | | 7/2/81 | L. Charles | 14660 |

SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 06650-01 | 1900.00 | |
| COMMISSIONS | 2246-01 | 320.00 | |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2260-01 | | |
| ROYALTIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | 320.00 |
| | 1270-01 | | 1840.00 |
| | 2200-01 | | 60.00 |
| | | | |
| | | | |
| | | | |
| TOTAL | | 2,220.00 | 2,220.00 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2250-01 | | |
| Prima Seal Mud 40# | 1230-01 | 160 | 11.50 | 1840.00 | Rx-160 | 2.00 | 320.00 | | | |
| 4 pallets @ 15.00/each | | | | 60.00 | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Terms: Net 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 160 | | 1900.00 | 0850-01 | | 320.00 | 0839-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 7/15/81 | 14002 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>N/L Industries<br>Box 1675<br>Houston, TX 77001 | Williston, N.D. |

~~TERMS: NET 30 - 1½% LATE CHARGE - 45 DAYS~~

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| 48125 | 7/8/81 | | | 7/8/81 | Williston | 14419 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Super Lube Flow 50# | 50/Bags | @ 17.25 | $862.50 |

TERMS: Net 30 - 2% Late Charge - 45 Days

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 14419

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE: (918) 245-6661~~
~~TWX: 910-840-3007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

DATE: 2-3-91

CUSTOMER ORDER NO.: 415125

TERMS:

F.O.B.: WILLISTON

SALESMAN:

SHIP WHEN:

SHIP VIA:

SHIP TO: BARoid
WILLISTON

BILL TO:

PPD. OR COLL.:

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 50 | SUPER LUBE Flow | 17.25 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | Joann Woodard | | |
| | | | |
| | | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 8/03/81 | 14119 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>N/L Industries<br>P.O. Box 377<br>Port Lavaca, TX 77979 | #020100<br><br>Bay City, TX |

~~TERMS: NET 30 XX 1½% LATE CHARGE XX 45 DAYS~~

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| P.O.49027 | 7/24/81 | CuPu | | 7/24/81 | Corpus Christi | 14153 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Super Lube Flow 50# | 270/Bags | @ 18.50 | $4995.00 |
| 6 pallets | | | N/C |

TERMS: Net 30 - 2% Late Charge - 45 Days

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 14153 ✓

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE: (918) 245-6661~~
~~TWX: 910-840-3007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

SHIP TO
Barlod
Day City, Texas

DATE: July 2nd, 1981
CUSTOMER ORDER NO.: PO#9027
TERMS:
F.O.B.: CORPUS CHRISTI
SALESMAN:
SHIP WHEN:
SHIP VIA: Customer P/U

BILL TO

PPD. OR COLL.

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 270 | Bags of Super Lube Flow | 18.50 | |
| | 6 Pallets 2 @ 45 bags each | N/c | |
| | Federico Garcia | | |
| | Bill to: Barlod | | |
| | P.O.Box 377 | | |
| | Port Lavaca, Texas 77979 | | |
| | | | |
| | | | |
| | | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

INVOICE

| DATE | NUMBER |
|---|---|
| 7/15/81 | 14002 |

Cost 462.50 699%

| SOLD TO: | SHIPPED TO: |
|---|---|
| Baroid Division<br>N/L Industries<br>Box 1675<br>Houston, Tx. 77001 | Williston, N.D. #020100 |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR NO. PO. NO. |
|---|---|---|---|---|---|---|
| 49125 | 7/8/81 | | | 7/8/81 | Williston | 14419 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ← | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2250-01 | | |
| Super Glibe Flow 50# | 1350-01 | 50 | 17.25 | 862.50 | LP 120 | 2.50 | 135.00 | | | |
| Terms: Net 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 50 | | 862.50 | 0850-01 | | 135.00 | 0839-01 | | |

SALES ANALYSIS ← SALES JOURNAL ↑

SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 066501 | 862.50 | |
| COMMISSIONS | 2246-01 | 135.00 | |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2260-01 | | |
| ROYALTIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | 135.00 |
| | 1350-01 | | 862.50 |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | 997.50 | 997.50 |

Cell 3469 50 695%

| DATE | NUMBER |
|---|---|
| 8/3/81 | 14119 |

| Sold To: | Shipped To: |
|---|---|
| Baraid<br>P.O. Box 377<br>Port Aransas, Tx 77979 | ~~Same~~ # 020100<br>Bay City, Tx. |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| PO # 78327 | 7/24/81 | Our Dec | | 7/24/81 | Corpus Christi | 14153 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2248-01 | | | 2350-01 | | |
| Super Tube Flow 50# | 1350-01 | 270 | 18.50 | 4995.00 | CE-150 | 275 | 742.50 | 0839-01 | | |
| 6 pallets | | | | N/C | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| TERMS: Net 30 - 2 % Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 270 | | 4995.00 | 0850-01 | | 742.50 | 0839-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 0665-01 | 4995.00 | |
| COMMISSIONS | 2248-01 | 742.50 | |
| ROYALTIES | 2350-01 | | |
| FREIGHT | 2660-01 | | |
| ROYALITIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | 742.50 |
| | 0665-01 | | 4995.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | 5737.50 | 5737.50 |

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 8/31/81 | 14224 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>Box 1675<br>Houston, TX 77001 | #020100<br>Lake Charles, LA |

~~TERMS: NET 30 - 1½% LATE CHARGE - 45 DAYS~~

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| P.O.# S45322 | 8/24/81 | CuPu | | 8/24/81 | Lake Charles | 14678 |

| DESCRIPTION | | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| HME | 5-gal. | 160 | 41.50 | 6640.00 |
| Superdril | 50# | 225 | 21.50 | 4837.50 |
| 5 pallete @ 15.00 | | | | 75.00 |
| | | | | $11552.50 |

Terms: Net 30 - 2% Late Charge - 45 Days

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 14678 SR

~~P.O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~

~~24 HR. PHONE: (918) 245-6661~~

~~TWX: 910-840-3007~~

24 HR. PHONE (918) 665-1170-TWX 910-845-2396

SHIP TO

Baroid Division

~~NL Industries~~ ~~Box 1675~~ Box 1847

LAKE CHARLES, LA.

~~Houston, TX 77001~~ 70602

DATE: August 24, 1981

CUSTOMER ORDER NO.: PO# S45322

TERMS:

F.O.B.: Lake Charles

SALESMAN:

SHIP WHEN:

SHIP VIA: Customer Pick Up

BILL TO

PPD. OR COLL.

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 160 | 5 Gal. Cans HME | 4.15 | |
| 225 | Bags SUPERDRIL | 2.15 | |
| 5 | Pallets | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | Ernest Dugas | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

PHONE
318/433-8547

# DIXIE BONDED WAREHOUSE, INC.

P. O. BOX 5804 - HWY. 90 EAST - LAKE CHARLES, LA. 70606

1588 SR

DATE 8/24/1981

Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135

TERMS NET 10 DAYS.

| ACCOUNT OF | WEIGHT | RATE | AMOUNT | TOTAL |
|---|---|---|---|---|
| Charges per Shipping Order #14678 | | | | |
| 5 Pallets | | 15.00ea | 75.00 | |
| | | | | $75.00 |

PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE

| DATE | NUMBER |
|---|---|
| 8/31/81 | 14224 |

Cost 78305 68%

| Sold To: | Shipped To: |
|---|---|
| Baroid Division<br>Box 1675<br>Houston, Tx. 77001 | #020100<br>Lake Charles, La. |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO./ PO NO. |
|---|---|---|---|---|---|---|
| PC # 54332 | 8/24/81 | Our Truc | | 8/24/81 | LK Charles | 14078 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2350-01 | | |
| HTHE 5-gal | 680-01 | 160 | 41.50 | 6640.00 | Re 160 | 6.00 | 960.00 | AMOCO 200 | 10% | 664.00 |
| Superdril 50# | 680-01 | 225 | 21.50 | 4837.50 | | 2.75 | 618.75 | | | |
| 5 pallets @ 15.00 | | | | 75.00 | | | | | | |
| Terms: Net 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 385 | | 11553.50 | 0850-01 | | 15 78.75 960.00 | 0839-01 | | 664.00 |

SALES ANALYSIS ← SALES JURNAL ↑

SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 0665-01 | 11553.50<br>15 78.75<br>960.00 | |
| COMMISSIONS | 2246-01 | | |
| ROYALTIES | 2350-01 | 664.00 | |
| FREIGHT | 2860-01 | | |
| ROYALTIES PAYABLE | 0839-01 | | 664.00 |
| COMMISSIONS PAYABLE | 0850-01 | | 960.00 |
| | [illegible] | | 6646.00 |
| | [illegible] | | 4837.50 |
| | [illegible] | | 75.00 |
| TOTAL | [illegible] | 13 995.25<br>13,196.50 | 13 995.25<br>13,196.50 |

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 9/4/81 | 14254 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid<br>P.O. Box 1575<br>Houston, TX 77001 | #020100 |

TERMS: NET 30 - 1% LATE CHARGE - 45 DAYS

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| | 9/1/81 | | | 9/1/81 | Lake Charles | 14680 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Superdril 50# | 225/Bags | @ 21.50 | $4837.50 |

TERMS: Net 30 - 2% Late Charge - 45 Days

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 14680 sr

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE (918) 245-6661~~
~~TWX: 910-840-3007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

DATE: XXXXXXX September 1, 198

CUSTOMER ORDER NO.:

TERMS:

F.O.B.: Lake Charles

SALESMAN:

SHIP WHEN:

SHIP VIA:

SHIP TO:
Baroid
P.O. Box 1847
Lake Charles, LA 70602

BILL TO:

PPD. OR COLL.:

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 225 | Bags SUPERDRIL | 21.50 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | Ernest Dugar | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

| DATE | NUMBER |
|---|---|
| 9/4/81 | 14254 |

Acct 320750 66-3%0

Sold To:

Baraid
P.O. Box 1675
Houston, Tx. 77001

Shipped To:

#C20100

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO/PO NO. |
|---|---|---|---|---|---|---|
| | 9/1/81 | | | 9/1/81 | R. Charles | 14680 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ← ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2250-01 | | |
| Aquadrill 50# | 140 01 | 225 | 21.50 | 4837.50 | Rx-160 | 275 | 618.75 | | | |
| Terms: Net 30 - 2 % Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 225 | | 4837.50 | 0850-01 | | 618.75 | 0839-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 0663-01 | 4837.50 | |
| COMMISSIONS | 2246-01 | 618.75 | |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2260-01 | | |
| ROYALITIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | 618.75 |
| | 4300-01 | | 4837.50 |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | [redacted] | 5456.25 | 5456.25 |

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 9/22/81 | 14321 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>P.O. Box 1675<br>Houston, TX 77001 | #020100<br>Baroid Div.<br>Laurel, Miss. |

~~TERMS: NET 30 - 1½% LATE CHARGE - 45 DAYS~~

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| VV250627 | 9/21/81 | D.Q. Wise | | 9/21/81 | Sand Springs | 14933 |

| DESCRIPTION | | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| Pheno Seal - Fine | 40# | 340/Bags | @ 8.75 | $2975.00 |
| Pheno Seal - Medium | 40# | 330/Bags | @ 8.75 | 2887.50 |
| Pheno Seal - Coarse | 40# | 330/Bags | @ 8.75 | 2887.50 |
| | | | | $8750.00 |

TERMS: Net 30 - 2% Late Charge - 45 Days

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 14933

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE: (918) 245-6661~~
~~TWX: 910-840-3007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

SHIP TO
Baroid Division
Laurel Miss.
Call on Arrival (601) 428-0556

DATE: 9-21-81
CUSTOMER ORDER NO.: VV 250527
TERMS: F.O.B. Sand Springs Okla.
SALESMAN:
SHIP WHEN: 9-21-81
SHIP VIA: D.Q. Wies

BILL TO: Baroid Division P.O Box 1675 Houston TeXas 77001

PPD. OR COLL.:

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 1000 | bags (x40bags Pheno Seal Fine) | 8.75 | |
| | (x40 bags Pheno SealMedium) | 8.75 | |
| | (x20 bags Pheno Seal Course) | 8.75 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

# SHIPPING ORDER

No. 14933

**MONTELLO, INC.**

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

P.O. DRAWER 1201 BOND SPRINGS, TEXAS 76013

24 HR. PHONE (918) 245-4891

TWX 910-845-2398

24 HR. PHONE (918) 665-1170-TWX 910-845-2398

SHIP TO

Ronald Divison

Laurel Miss.

Dallas arrival (601) 426-0256

DATE

9-21-81

CUSTOMER ORDER NO.

TERMS

on Invoice

F.O.B.

Bond Springs Okla.

SALESMAN

SHIP WHEN

9-21-81

SHIP VIA

D.C. Miss

BILL TO

Ronald Divison P.O Box 1675 Houston Texas 77001

FPD. OR COLL.

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 1000 | Pepe (340page Phone Seal Disc) | | |
| | (330 page Phone Sanitation) | | |
| | (330 page Phone Seal Source) | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

**Original-Not Negotiable** # Straight Bill of Lading Short Form

Shipper's No. 14973

D. S. Wise
(Name of Carrier)

Carrier's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

at Sand Springs Okla. 9-21 1981 From Montello Inc

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classification in effect on the date thereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to Baroid Division Order No. V V 250627
(Mail or street address of consignee—For purposes of notification only.)

Destination Laurel State Miss Zip County Delivery Address ★
(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereof.)

Route D. S. Wise

Delivering Carrier Car or Vehicle Initials No.

| No. Packages | Kind of Package, Description of Articles, Special Marks, and Exceptions | *WEIGHT (Subject to Correction) | Class or Rate | Check Column |
|---|---|---|---|---|
| 1000 | Bags Oil Well Drilling Mud Additives | 40,000 lbs. | | |
| | 340 bags Pheno Seal Fine | | | |
| | 330 bags Pheno Seal Medium | | | |
| | (330 bags Pheno Seal Coarse) Frt. | Collect | | |
| | Mail Frt. Bill To Baroid Division P.O. Box 1675 | | | |
| | Houston Texas 77001 Call on Arrival | (601) 402-0556 | | |

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here; "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

†Shipper's imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.

Montello Inc Shipper, Per Ray Deboes Agent, Per Jack A Berton

Permanent post-office address of shipper, 6106 East 32ND Place Tulsa OKLA 74135

1

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WilsonJones
GRAYLINE FORM 44-301 3-PART

1179

| DATE | NUMBER |
|---|---|
| 9/2/81 | 14321 |

Cost 5460.00 65%

| Sold To: | Shipped To: |
|---|---|
| Brand Division<br>P.O Box 1675<br>Houston, Texas 77001 | # 020100<br>Baroid Div.<br>Laurel, Miss. |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| VV250627 | 9/2/81 | D & Hiw Truck | | 9/2/81 | Land Springs Ik. | 14933 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2240-01 | | | 2350-01 | | |
| Plane Seal fine 40# | 122 | 340 | 8.75 | 2975.00 | RE-160 | 2% | 680.00 | | | |
| Plane Seal medium 40# | 123 | 330 | 8.75 | 2887.50 | RE-160 | 2% | 660.00 | | | |
| Plane Seal coarse 40# | 124 | 330 | 8.75 | 2887.50 | RE-160 | 2% | 660.00 | | | |
| Terms: Net 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 1000 | | 8750.00 | 0850-01 | | 2000.00 | 0839-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

| ACCOUNT DESCRIPTION | ACCT NO | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 0665-01 | 8750.00 | |
| COMMISSIONS | 2240-01 | 2000.00 | |
| ROYALTIES | 2350-01 | | |
| FREIGHT | 2860-01 | | |
| ROYALTIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | 2000.00 |
| | 1220-01 | | 2975.00 |
| | 1230-01 | | 2887.50 |
| | 1240-01 | | 2887.50 |
| | | | |
| | | | |
| TOTAL | | 10750.00 | 10750.00 |

Wardle

Montello
P.O. or SO

| DATE | NUMBER |
|---|---|
| | |

CUSTOMER ORDERS  INTL: ___  MONTELLO: X

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>PO Box 1675<br>Houston, TX 77001 | Laurel Miss |

TERMS: NET 30 – 1½% LATE CHARGE – 45 DAYS  FREIGHT: PREPAID ☐ COLLECT ☒

| CUSTOMER ORDER NO. | ORDER DATE | VIA | DATE SHIPPED | SHIPPED FROM |
|---|---|---|---|---|
| VV250627 | 9/18 | D Q Wire | | Laurel Laye, Ok |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Rhino Seal Fine 40# | ~~340~~ | @ .75 | |
| Rhino Seal Medium 40# | 330 | @ .75 | |
| Rhino Seal Coarse 40# | 330 | @ .75 | |

(note mail Fat bill to:
Baroid Division
PO Box 1675
Houston, TX 77001)

Verbal Return to Ray 9/18/81

SALES REP: Reeves  SALES AREA: 160  COMM RATE: 2.00

COST 5690.00

O/O 6V.0

Board
VV 250627
Paul Muir
Shownfield Valley 118

7 340
M 330
Can 330

601+428-0556

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 9/11/81 | 14282 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid<br>Box 1675<br>Houston, TX 77001 | #020100<br>Lake Charles, LA |

TERMS: NET 30 - 1½% LATE CHARGE - 45 DAYS

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| | 9/8/81 | CuPu | | 9/8/81 | Lake Charles | 14682 |

| DESCRIPTION | | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| HME | 5-gal. | 32/Cans | @ 41.50 | $1328.00 |
| Superdril | 50# | 270/Bags | @ 21.50 | 5805.00 |
| 7 pallets @ 15.00/each | | | | 105.00 |
| | | | | $7238.00 |

TERMS: Net 30 - 2% Late Charge - 45 Days

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 14682 ✓

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE: (918) 245-6661~~
~~TWX: 910-840-3007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

DATE: September 8, 1981

CUSTOMER ORDER NO.:

TERMS:

F.O.B.: Lake Charles

SALESMAN:

SHIP WHEN:

SHIP VIA: Customer pickup

SHIP TO:
Baroid
P.O. Box 1847
Lake Charles, La. 70602

BILL TO

PPD. OR COLL.

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 32 | 5 gal. cans HME | 41.50 | |
| 270 | Bags SUPERDRIL | 21.50 | |
| | | | |
| | | | |
| | 7 pallets | | 105.00 |
| | | | |
| | | | |
| | | | |
| | Ernest Dwyer | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

PHONE
318/433-6647

# DIXIE BONDED WAREHOUSE, INC.

1608DM

P. O. BOX 5804 - HWY. 90 EAST - LAKE CHARLES, LA. 70606

DATE 9-8-81 19__

Montello, Inc.
6106 East 32nd Place
Tulsa, OK 74135

TERMS NET 10 DAYS.

| ACCOUNT OF | WEIGHT | RATE | AMOUNT | TOTAL |
|---|---|---|---|---|
| Charges per Shopping Order # 14682 | | | | |
| 7 pallets | | 15.00ea | 105.00 | |
| | | | | $ 105.00 |

PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE

Cost HME 9/1936 69.3%
Cost DL 38/150 66.3%

| DATE | NUMBER |
|---|---|
| 9/11/81 | 14282 |

| Sold To: | Shipped To: |
|---|---|
| Baraid<br>Box 1675<br>Houston, Tx. 77001 | #020100<br>Lake Charles, La. |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR PO NO. |
|---|---|---|---|---|---|---|
| | 9/8/81 | Cust | | 9/8/81 | LK. Charles | 14682 |

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 066501 | 7331.00 | |
| COMMISSIONS | 2246-01 | 934.50 | |
| ROYALTIES | 2250-01 | 133.80 | |
| FREIGHT | 2860-01 | | |
| ROYALTIES PAYABLE | 0839-01 | | 133.80 |
| COMMISSIONS PAYABLE | 0850-01 | | 934.50 |
| [illegible] | [illegible] | | 331.00 |
| [illegible] | 4300-01 | | 5805.00 |
| [illegible] | [illegible] | | 105.00 |
| | | | |
| | | | |
| TOTAL | [illegible] | 8305.50 | 8305.50 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2250-01 | | |
| HME 5-gal | 4300-01 | 32 | 4/50 | 1338.00 | R2-160 | 6.00 | 192.00 | AMOCO 160 | 10% | 133.80 |
| Gypsdril 50# | 4300-01 | 270 | 21.50 | 5805.00 | | 2.75 | 742.50 | | | |
| 7 pallets @ 15.00/ea | | | | 105.00 | | | | | | |
| Terms: Net 30 - 2 % Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 302 | | 7238.00 | 0850-01 | | 934.50 | 0839-01 | | 133.80 |

SALES ANALYSIS ← SALES JURNAL ↑

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 9/25/81 | 14355 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>N/L Industries<br>Box 1675<br>Houston, TX 77001 | #020100<br><br>Houma, LA |

~~TERMS: NET 30 - 1½% LATE CHARGE - 45 DAYS~~

FREIGHT: PREPAID [X] COLLECT [ ]

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| S 35946 | 9/18/81 | C.E. Fast Freight | | 9/18/81 | Houston, TX | 15295 |

| DESCRIPTION | | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| Mon Pac - Regular | 50# | 240/bags | 103.00 | $24720.00 |
| 6 pallets @ 3.50 each | | | | 21.00 |
| After hours charge | | | | 45.00 |
| Freight/attached copy | | | | 654.72 |
| | | | | $25440.72 |

Terms: Net 30 - 2% Late Charge - 45 Days

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 15295

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE: (918) 245-6661~~
~~TWX: 910-840-3007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

SHIP TO
Baroid Diva.
Houma La.

DATE: 9-18-81
CUSTOMER ORDER NO.: S 35946
TERMS:
F.O.B.: Houston
SALESMAN:
SHIP WHEN: 9-18-81
SHIP VIA: C.E. Fast Freight

BILL TO

PPD. OR COLL.

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 240 | Bags Mon Pac. Regular | 103.00 | |
| 6 | Pallets | 3.50 | |
| | After hours Chgs | | 45.00 |
| | Freight / attached copy | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

Original-Not Negotiable **Straight Bill of Lading** **Short Form**

Shipper's No. 15295

(Name of Carrier) Carrier's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

at 4343 Eastpark Dr. Houston, Tex. 9-18 19 81 From Montello, Inc. ex Mann Whses.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classification in effect on the date thereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to Baroid Diva.

(Mail or street address of consignee—For purposes of notification only.)

Destination Houma State La. Zip County Delivery Address ★

(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereof.)

Route [redacted]

Delivering Carrier C. E. Fast Freight Car or Vehicle Initials No.

| No. Packages | Kind of Package, Description of Articles, Special Marks, and Exceptions | *WEIGHT (Subject to Correction) | Class or Rate | Check Column |
|---|---|---|---|---|
| 240 | Bags Mon Pac Regular | 12,000 | | |
| | PO # S-35946 | | | |
| | 6 Plts. | | | |
| | PPD & Bill - Montello, Inc.<br>6106 E. 32nd Place<br>Tulsa, Oklahoma 74135 | | | |

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here; "To be Prepaid."

PREPAID

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

†Shipper's imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.

Montello, Inc. Shipper, Per Agent, Per Andy

Permanent post-office address of shipper, 6106 E. 32nd Place Tulsa Oklahoma 74135

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WilsonJones
GRAYLINE FORM 44-302 4-PART

1

380

# MANN WAREHOUSES

713/675-1701, 1120 LOCKWOOD DRIVE, P. O. BOX 15237, HOUSTON, TEXAS 77020

18393

Sept. 18,1981

TO Montello, Inc.
6106 E. 32nd Place
Tulsa, Oklahoma 74135

| CUSTOMERS NO. | WAREHOUSE RECEIPT NO. | OTHER |
|---|---|---|
| | Whse Acct EP | |

| DATE | DESCRIPTION | RATE | TOTAL |
|---|---|---|---|
| 9-18-81 | 6 Pallets | 3.50/plt | $21.00 |
| | Shipping Order No. 15295 | | |
| | Overtime Waiting for truck & Loading 2 Hours @ | 22.50/hr. | 45.00 |
| | | | $66.00 |

THANK YOU

PAID BILL GOOD UNTIL _____

NAME _____

DATE _____

CHECK # _____ DUE UPON RECEIPT

INVOICE COPY

**This Memorandum** is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record. Shipper's No. 15295

(Name of Carrier) Carrier's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

at 4343 Eastpark Dr. Houston, Tex. 9-10 19 81 From Montello, Inc. ex Mann Whses.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classification in effect on the date thereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

**Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.**

Consigned to Darold Diva.

(Mail or street address of consignee—For purposes of notification only.)

Destination Houma State La. Zip County Delivery Address ★

(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereof.)

Route Phone No. 9[illegible]

Delivering Carrier [illegible] Car or Vehicle Initials No.

| No. Packages | Kind of Package, Description of Articles, Special Marks, and Exceptions | *WEIGHT (Subject to Correction) | Class or Rate | Check Column |
|---|---|---|---|---|
| 240 | Bags Non Pac Regular | 12,000 | | |
| | PO # S-35046 | | | |
| | 6 Plts. | | | |
| | FPD & Bill - Montello, Inc. | | | |
| | 6106 E. 32nd Place | | | |
| | Tulsa, Oklahoma 74135 | | | |
| | | | | |

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here; "To be Prepaid."

PREPAID

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

**The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding**

per

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

†Shipper's imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.

Montello, Inc.

Shipper, Per Agent, Per

6106 E. 32nd Place Tulsa Oklahoma 74135

Permanent post-office address of shipper,

4

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WilsonJones
GRAYLINE FORM 44-302 4-PART

PHONE: 442-0953

DELIVERY TICKET 609

DATE 9-18-81

# C. E.'s FAST FREIGHT

3510 HURLINGHAM

HOUSTON, TEXAS 77093

| FROM | DELIVERY CHARGES | TO |
|---|---|---|
| SHIPPER NAME Manville Inc. & Members | ⇦ PREPAID ☐ | CONSIGNEE NAME BAROID DIV A. |
| ADDRESS 4343 Eastpark | ☐ COLLECT ⇨ | ADDRESS |
| Ho Tx | BILL TO: | Houma LA. |
| SHIPPER'S NO. | | CONSIGNEE'S NO. |

| NO. PCS. | DESCRIPTION | WEIGHT | ☐ HOT SHOT | ☐ REGULAR |
|---|---|---|---|---|
| 240 | Bags mem per Regular | | CHARGES | B/L 54.72 |
| | | | EXTRA WEIGHT | |
| | | | WIDE LOAD | |
| | P.O.# 8-33946 | | PERMIT | |
| | | | EXTRA STOP | |
| WAITING TIME | LOADING IN OUT | UNLOADING IN OUT | WAITING TIME | |
| TYPE TRUCK | ☐ 12 FT. BOBTAIL ☐ 20 FT. BOBTAIL ☐ PICKUP | | EXTRA DISTANCE | |
| ☐ GOOSENECK TRAILER ☐ 40 FT. FLOAT | | SPECIAL INSTRUCTIONS | TOTAL | 1054.72 |

| DRIVER SIGNED | SIGNED | SIGNED |
|---|---|---|
| X Andy | X | X |

IMPORTANT!
ALL CLAIMS FOR LOSS OR DAMAGE MUST BE REPORTED 48 HRS. AFTER DELIVERY

NOT RESPONSIBLE FOR CONCEALED DAMAGE!

**INVOICE**

| DATE | NUMBER |
|---|---|
| 9/25/81 | 14355 |

Cost 21616.80 87.5%

| Sold To: | Shipped To: |
|---|---|
| Baroid Division<br>N/L Industries<br>Box 1675<br>Houston, Tx 77001 | # 020100<br>Houma, La. |

FREIGHT PREPAID ☒ COLLECT ☐

| Your Order No. | Order Date | Via | Car Number | Date Ship | Shipped From | Our Inv. / PO No. |
|---|---|---|---|---|---|---|
| S 35946 | 9/18/81 | C.E. Fast Freight | | 9/25/81 | Houston, Tx | 15295 |

| Product | Prod No. ← | Units ← | Unit Price | Amount ← ↑ | Acct No ↑ | Commissions Rate | Commissions Amount ↑ | Acct No. ↑ | Royalties Rate | Royalties Amount ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2248-01 | | | 2250-01 | | |
| Micro Lite - regular 50# | 1600-01 | 240 | 10.3¢ | 24720.00 | RE-160 | 4½¢ | 1080.00 | | | |
| 6 pallets @ 3.50 each | | | | 21.00 | | | | | | |
| After hours charge | | | | 45.00 | | | | | | |
| Freight / attached copy | | | | 654.72 | | | | | | |
| Terms: Net 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 240 | | 25440.72 | 0850-01 | | 1080.00 | 0839-01 | | |

SALES ANALYSIS ←  SALES JOURNAL ↑

**SALES JOURNAL RECAP**

| Account Description | Acct No. | DR | CR |
|---|---|---|---|
| Accounts Rec | 0665-01 | 25440.72 | |
| Commissions | 2248-11 | 1080.00 | |
| Royalties | 2250-01 | | |
| Freight | 0860-01 | | 654.72 |
| Royalities Payable | 0839-01 | | |
| Commissions Payable | 0850-01 | | 1080.00 |
| | 1600-01 | | 24720.00 |
| | 2200-01 | | 66.00 |
| | | | |
| | | | |
| TOTAL | | 26520.72 | 26520.72 |

Wanda

Montello
P.O. or SO.

CUSTOMER ORDERS  INTL: ___  MONTELLO: X

| DATE | NUMBER |
|---|---|
| | SO |

| SOLD TO | SHIPPED TO |
|---|---|
| Baird Division<br>1512 Lere Marquette Bldg<br>New Orleans, La 70112<br>attn: Mike McGee | Houma, La |

TERMS: NET 30 – 1½% LATE CHARGE – 45 DAYS  FREIGHT: PREPAID [X] COLLECT [ ]

| CUSTOMER ORDER NO. | ORDER DATE | VIA | DATE SHIPPED | SHIPPED FROM |
|---|---|---|---|---|
| S-35946 | 9/18/81 | C.E.'s Fast Frt ~~Dedicated Truck~~ | | Houston, TX |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Man Pac Reg 50# | 240 | @ 103.00 | |
| 6 Pallets | @ 3.50 | | |
| Freight attached copy | | | $654.72 |

Verbal Petro to JD
9/18

SALES REP: Weaver  SALES AREA: 160  COMM RATE: 4.50

COST 21616.50

% 87.5

C.E.'s Fast Frt.

MONTELLO SAND

BAROID NLN
09/18/81
MONTELLO, TULSA

PLEASE ADVISE ME ON AVAILIBILITY OF MON-PAC IN THE N.O.,LA.
AREA. AS YET, I HAVE NOT BEEN ABLE TO FIND ANY HERE.
ALSO, PLEASE QUOTE US A PER SACK PRICE, FOR OUR AREA.
REGARDS, MICHAEL J. MCGEE.
BAROID AREA CLERK, NEW ORLEANS, LA.
PH# 504-524-8282.

240 Mon Rex @ 103 ea

Kabbat

Fat Liquid

on Pallets 6

Band

~~Houma~~, Houma, La

S-35946

Band

1512 Pere Marquette Bldg

attn: Mike Mattee

N.O. La 70112

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

**INVOICE** CREDIT

| DATE | NUMBER |
|---|---|
| 9/9/81 | 14263CM |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid<br>P.O. Box 1675<br>Houston, TX 77001 | #020100<br>Lake Charles, LA |

~~TERMS: NET 30 - 1½% LATE CHARGE - 45 DAYS~~

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| | 9/1/81 | | | 9/1/81 | Lake Charles | 14680 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Superdril 50# | (225/Bags) | @ 21.50 | $(4837.50) |

TERMS: Net 30 - 2% Late Charge - 45 Days

~~SHIPPING ORDER~~
RECEIVING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 14681 SR

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE: (918) 245-6661~~
~~TWX: 910-840-3007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

SHIP TO
Dixie Bonded Warehouse
P.O. Box 5804
Lake Charles, LA 70606

DATE: September 2, 1981
CUSTOMER ORDER NO.:
TERMS:
F.O.B.: Lake Charles
SALESMAN:
SHIP WHEN:
SHIP VIA:

BILL TO

PPD. OR COLL.

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 225 | Bags SUPERDRIL | 21.50 | |
| | Credit | | |
| | Returned By Baroid Industries | | |
| | Lake Charles Branch | | |
| | as per conversation with Allen Johnson | | |
| | Brent Dugas | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

Cost 3206.25 66.3%

| DATE | NUMBER |
|---|---|
| 9/9/81 | 14263 CM |

**Sold To:**
Baraid
P.O. Box 1675
Houston, Tx 77001

**Shipped To:**
#020100
Lake Charles, La.

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER No. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| | 9/1/81 | | | 9/1/81 | L.C. Charles | 14680 |

| PRODUCT | PROD NO. | UNITS | UNIT PRICE | AMOUNT | ACCT NO | COMMISSIONS RATE | COMMISSIONS AMOUNT | ACCT NO | ROYALTIES RATE | ROYALTIES AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2248-01 | | | 2350-01 | | |
| Aquadrill 50# | 13001 | <225> | 21.50 | <4837.50> | Re-160 | 2.75 | <618.75> | | | |
| Terms: Net 30 - 2 % Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | <225> | | <4837.50> | 0850-01 | | <618.75> | 0839-01 | | |

SALES ANALYSIS ←  SALES JURNAL →

SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 0665-01 | | 4837.50 |
| COMMISSIONS | 2248-11 | | 618.75 |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2260-01 | | |
| ROYALITIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850 01 | 618.75 | |
| | 1300 01 | 4837.50 | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | 5456.25 | <5456.25> |

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 9/4/81 | 14251 |

| SOLD TO | SHIPPED TO |
|---|---|
| R/L Barold<br>102 Parkview Road<br>Evanston, WY 82930 | #020100<br>Same |

~~TERMS: NET 30 - 1½% LATE CHARGE - 45 DAYS~~

FREIGHT: PREPAID ☐ COLLECT ☒

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| Verbal: Dewey | 8/31/81 | Consolidated | | 8/31/81 | Great Falls | |

| DESCRIPTION | | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| FL-1 | 50# | 250/Bags | @ 15.00 | $3750.00 |

TERMS: Net 30 - 2% Late Charge - 45 Days

# STRAIGHT BILL OF LADING

MEMORANDUM

32 REV. 12/77

CONSOLIDATED FREIGHTWAYS

CFWY

SINGLE SHIPMENT PICKUP ☐

| SHIPPER NO. | |
|---|---|
| CARRIER NO. | |
| DATE | 8-31-81 |

| CONSIGNEE (TO) | | SHIPPER (FROM) | |
|---|---|---|---|
| N.L. Baroid | | Montello Int. Inc. | |
| STREET | | STREET | |
| 102 Park View Road | | 6106 32nd. Place | |
| CITY, STATE | ZIP | CITY, STATE | ZIP |
| Evanston, Wyoming | 82930 | Tulsa, Oklahoma | 74135 |
| ROUTE | | VEHICLE NO. | |
| Consolidated Freight | | | |

| NUMBER SHIPPING UNITS | HM | Kind of Packaging, Description of Articles, Special Marks and Exceptions | Weight (SUBJECT TO CORRECTION) | Rate | CHARGES (for Carrier use only) |
|---|---|---|---|---|---|
| 250 | | 50 lb. paper sacks Drilling Mud | 12,500 Lbs | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | 3 | | | |

Note — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

$_____ per _____

Subject to section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

_____
(Signature of Consignor)

TOTAL CHARGES

**FREIGHT CHARGES:**
FREIGHT PREPAID except when box at right is checked
Check boxes if charges are ☐ to be collect

**The agreed value on household goods or personal effects does not exceed 10¢ per lb. per article, unless otherwise specified.**

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION, ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

| SHIPPER | CARRIER |
|---|---|
| Montello Int. Inc. | CONSOLIDATED FREIGHTWAYS 250 |
| AUTHORIZED SIGNATURE | AUTHORIZED SIGNATURE — DATE |
| W. A. Rust | C. Seela 31 Aug 81 |

Montello
P.O. or 50

| DATE | NUMBER |
|---|---|
| | |

CUSTOMER ORDERS  INTL: ___  MONTELLO: X

| SOLD TO | SHIPPED TO |
|---|---|
| N.L. BAROID<br>102 PARKVIEW RD<br>EVANSTON, WYO. 82930 | SAME |

TERMS: NET 30 – 1½% LATE CHARGE – 45 DAYS  FREIGHT: PREPAID ☐ COLLECT ☒

| CUSTOMER ORDER NO. | ORDER DATE | VIA | DATE SHIPPED | SHIPPED FROM |
|---|---|---|---|---|
| VERBAL PER DEWEY | 8/31/81 | CONSOLIDATED FRWYS | 8/31 | GREAT FALLS |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| FL-1 – 50 lb BAG | 250 | 15.00 | 3750.00 |

SALES REP: Jo Beal  SALES AREA: ~~120~~ 120  COMM RATE: 1.50

Amoco 5% 75¢/bag

~~$2120.00 (Excl. Comm)~~

COST 2682.50

% 71.5

Montello

T.R. or P.O. or S.O.

| DATE | NUMBER |
|---|---|
| | |

Customer orders INTL: ___ Montello: ✓

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid | Evansville, Wyo |

TERMS: NET 30 – 1½% LATE CHARGE – 45 DAYS

FREIGHT: PREPAID ☐ COLLECT ☐

| CUSTOMER ORDER NO. | ORDER DATE | VIA | DATE SHIPPED | SHIPPED FROM |
|---|---|---|---|---|
| | 8/31/81 | CuPu | | Great Falls Montana |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| FL-1 | 250 | 15.00 | 3750.00 |

SALES REP: LP SALES AREA: 120 COMM RATE: 1.5%

Amoco Royalty 5% of selling price

COST ___

O/O ___

# COAST TRADING COMPANY

A DIVISION OF COAST TRADING COMPANY, INC.

HARRISON SQUARE • 1800 S. W. 1st Avenue • Portland, Oregon 97201

(503) 221-1230 • Telex: 36-0267 • Cable Address "Coast"


## COMMERCIAL INVOICE # 857

To Montello Int. Inc.

Date 8-31-81

Your Contract P.O. V.C. 14

Our Contract CTC 49046

Vessel/Car No. Consolidated Freight

Destination Evanston, Wyoming

B/L Date 8-31-81

Contents/Marks FL-1 Refined Drilling Mud

Loading Point Great Falls, Montana

Terms PREPAID

| CHARGES: | Quantity | Gross Weight | Price | Amount |
|---|---|---|---|---|
| | 12,500 Lbs. | | | |

Papers attached

_____ USDA GRADE CERTIFICATE

_____ WEIGHT CERTIFICATE

_____ FUMIGATION CERTIFICATE

_____ BILLS OF LADING

_____

_____

_____

Coast Trading Company

A Division Of Coast Trading Company, Inc.

By Donald V. Rust

Pro # _____

29299

# COAST TRADING COMPANY

A DIVISION OF COAST TRADING COMPANY, INC.

HARRISON SQUARE • 1800 S. W. 1st Avenue • Portland, Oregon 97201

(503) 221-1230 • Telex: 36-0267 • Cable Address "Coast"


## COMMERCIAL INVOICE # 857

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Our Contract CTC 49046

Vessel/Car No. Consolidated Freight

Destination Evanston, Wyoming

B/L Date 8-31-81

Contents/Marks FL-1 Refined Drilling Mud

Loading Point Great Falls, Montana

Terms PREPAID

| CHARGES: | Quantity | Gross Weight | Price | Amount |
|---|---|---|---|---|
| | 12,500 Lbs. | | | |

Papers attached

_____ USDA GRADE CERTIFICATE

_____ WEIGHT CERTIFICATE

_____ FUMIGATION CERTIFICATE

_____ BILLS OF LADING

_____

_____

_____

Coast Trading Company

A Division Of Coast Trading Company, Inc.

By Donald V. Rust

Pro # _____

29299

| DATE | NUMBER |
|---|---|
| 9/4/81 | 14251 |

Cr at 2492.50 71.5%

| Sold To: | Shipped To: |
|---|---|
| N.K. Baraid<br>102 Parkview Rd.<br>Cavanston, Wky. 82930 | Same #020100 |

FREIGHT PREPAID ☐ COLLECT ☒

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| Verbal: Denny | 8/31/81 | Consolidated | | 8/31/81 | Great Falls | |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2248-01 | | | 2250-01 | | |
| 3L-1 50# | 610-01 | 250 | 15.00 | 3750.00 | LP-120 | 10% | 375.00 | AMOCO 12500# | 5% | 187.50 |
| | | | | | | | | | | |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| | | | | | | | | | | |
| Terms: Net 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 250 | | 3750.00 | 0850-01 | | 375.00 | 0839-01 | | 187.50 |

SALES ANALYSIS ← SALES JOURNAL ↑

SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 06650-01 | 3750.00 | |
| COMMISSIONS | 2248-01 | 375.00 | |
| ROYALTIES | 2250-01 | 187.50 | |
| FREIGHT | 2660-01 | | |
| ROYALITIES PAYABLE | 0839-01 | | 187.50 |
| COMMISSIONS PAYABLE | 0850-01 | | 375.00 |
| | | | 3750.00 |
| TOTAL | | 4312.50 | 4312.50 |

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 9/9/81 | 14260 |

| SOLD TO | SHIPPED TO |
|---|---|
| N/L Baroid<br>102 Park View Road<br>Evanston, WY 82930 | #020100<br>Same |

~~TERMS: NET 30 - 1½% LATE CHARGE - 45 DAYS~~

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| Verbal: Dewey | 8/31/81 | Consolidated | | 8/31/81 | Great Falls | |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Freight Charges on Inv. #14251 | | | |
| Consolidated Inv. #550-22902-4 | | | $1045.18 |

TERMS: Net 30 - 2% Late Charge - 45 Days

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 9/9/81 | 14260 |

| SOLD TO | SHIPPED TO |
|---|---|
| N/L Baroid<br>102 Park View Road<br>Evanston, WY 82930 | #020100<br>Same |

TERMS: NET 30 - 1½% LATE CHARGE - 45 DAYS

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| Verbal: Dewey | 8/31/81 | Consolidated | | 8/31/81 | Great Falls | |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Freight Charges on Inv. #14251 | | | |
| Consolidated Inv. #550-22902-4 | | | $1045.18 |

TERMS: Net 30 - 2% Late Charge - 45 Days

CONSOLIDATED FREIGHTWAYS CFWY

# REMITTANCE ADVICE

STATEMENT – RETURN WITH PAYMENT

**INVOICE NUMBER**

REFER TO THIS NUMBER

| | DATE | ORIGIN | CF REVENUE | ADVANCE | BEYOND | DESTINATION | |
|---|---|---|---|---|---|---|---|
| N32214 | 09/01/81 | GFS/550 | 104.18 | | | SLC/600 | 550-22902-4 |

CONSIGNEE

N L BAROID CJM

102 PARK VIEW ROAD

EVANSTON, WY 82931

INVOICE NUMBER 550-22902-4

SHIPPER'S NUMBER

ROUTE (CARRIERS, PRO DATE & NO., JUNCTIONS)

SHIPPER

COAST TRADING

3RD AVE NW BN TRACKS

GREAT FALLS, MT 59401

BILL TO

MONTICELLO INT INC

6100 32ND PLACE

TULSA, OK 74135

| # PCS. | DESCRIPTION OF ARTICLES AND MARKS | WEIGHT | RATE | TOTAL CHARGES |
|---|---|---|---|---|
| 250 | 50 LB PAPER SACKS DRILLING MUD | 12500 | 0.11 | 1013.75 |
| | FSC 3.1 | | | 31.43 |
| 250 | TOTAL | 12500 | | 1045.18 MPD |
| | BN 9-405 SEAL 675764 | | | |

***ICC REGULATIONS REQUIRE PAYMENT BY 19-12-01 ***

DUNS # 04-411-0690

**RETURN THIS COPY WITH YOUR REMITTANCE TO INSURE PROPER CREDIT.**

PAY TO

**CONSOLIDATED FREIGHTWAYS**

P.O. BOX 4460

**PORTLAND, OREGON 97208**

**REMITTANCE ADVICE** 9

MCP ® Patents

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 9/4/81 | 14251 |

| SOLD TO | SHIPPED TO |
|---|---|
| H/L Baroid<br>102 Parkview Road<br>Evanston, WY 82930 | #020100<br>Same |

TERMS XXXX

INVOICE

| DATE | NUMBER |
|---|---|
| 9/9/81 | 14260 |

SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 06650-01 | 1045.18 | |
| COMMISSIONS | 2246-01 | | |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2060-01 | | 1045.18 |
| ROYALITIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | 1045.18 | 1045.18 |

| SOLD TO: | SHIPPED TO: |
|---|---|
| N/L Baraid<br>102 Park View Road<br>Evanston, Wy 82930 | #020100<br>Same |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| Verbal: Lenny | 8/31/81 | Consolidated | | 8/31/81 | Great Falls | |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2250-01 | | |
| Freight charges on Inv. #14251 | | | | | | | | | | |
| Consolidated Inv. #556-22902-1 | | | | 1045.18 | | | | | | |
| Terms: Net 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | | | 1045.18 | 0850-01 | | | 0839-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 9/23/81 | 14335 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>P.O. Box 1675<br>Houston, TX 77001 | Baroid<br>Jordan Rd. & Hayne Blvd.<br>New Orleans, LA |

TERMS: NET 30 - 1½% LATE CHARGE - 45 DAYS

FREIGHT: PREPAID ☐ COLLECT ☒

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| VV249663 | 8/28/81 | Wales Truck | | 9/16/81 | Bonanza, UT | 3801 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Superdril 50# palletized & wrapped | 880/Bags | @ 17.75 | $15620.00 |

TERMS: Net 30 - 2% Late Charge - 45 Days

# STRAIGHT BILL OF LADING -- SHORT FORM

**ORIGINAL — NOT NEGOTIABLE**

Carrier: Wales

| CUSTOMER'S ORDER NO.—DATE | | SHIPPER'S NUMBER | CARRIER'S NUMBER |
|---|---|---|---|
| Po 3801 | RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, | CD-4327 | |

From AMERICAN GILSONITE COMPANY At Bonanza, Utah Date Sept. 16, 1981

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Consigned to

Baroid Division
Jordan Road & Hayne Blvd.
New Orleans, Louisiana

Uintah
COUNTY

2293
CAR/TRAILER NUMBER

Route Order No. VV249663

2

3 Wales

| PPD. | COL. |
|---|---|
| | X |

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

| | Number Packages | Kind of Package, Description of Articles, Special Marks, and Exceptions | *Weight (Subject to Corr.) | Class or Rate | Ck. Col. |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | 880 | Sacks Asphaltum, Natural Crude | 44,440# | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | collect freight charges from: | | | |
| 8 | | Baroid Divison | | | |
| 9 | | P.O.Box 1675 | | | |
| 10 | | Houston, Texas 77001 | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $_____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.

Per _____
The signature here acknowledges only the amount prepaid.)

Charges advanced:
$_____

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be

not exceeding _____ Per _____

**AMERICAN GILSONITE COMPANY, Shippers**

Per _____ cbu

Permanent Post Office Address of Shipper: 1150 KENNECOTT BLDG. SALT LAKE CITY, UTAH 84133

FORM S - 10 C - 80 - 5M

1

Wales Transportation Agent

Per Donald L Rath

P sq

Montello P.O. or S.O.

CUSTOMER ORDERS  INTL: ___  MONTELLO: X

| DATE | NUMBER |
|---|---|
| | 3801 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>PO Box 1675<br>Houston, TX 77001 | Baroid<br>Jordan Rd & Hayne Blvd.<br>New Orleans, La |

TERMS: NET 30 – 1½% LATE CHARGE – 45 DAYS  FREIGHT: PREPAID ☐ COLLECT ☒

| CUSTOMER ORDER NO. | ORDER DATE | VIA | DATE SHIPPED | SHIPPED FROM |
|---|---|---|---|---|
| VV 249663 | 8/28/81 | Truck Wales | | Borax Utah |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Superdull Pellet/wrapped<br>50# Bags | 880 | @ 17.75 | |

Mail Inv Bill to:
Baroid Division
PO Box 1675
Houston, TX 7700,

Order from American Minerals

SALES REP: Reeves  SALES AREA: 160  COMM RATE: 2.75

COST 9732.80

%/o 62.3

Warda
Check Turner Bros 446-3384 3.61 cwt +18%
(Item 988 Column 20)

Check Wales & Cargo
954 miles on 1606 miles +18% or 45000# + under
3.60 cwt 18%

✓

| DATE | NUMBER |
|---|---|
| 9/23/81 | 14835 |

Cost 9732.80 62.3%

| SOLD TO: | SHIPPED TO: |
|---|---|
| David Division<br>PO Box 1675<br>Houston, Texas 77001 | David<br>Jordan Ct + Hayne Blvd<br>New Orleans, La. |

FREIGHT PREPAID ☐ COLLECT ☒

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR P.O. NO. |
|---|---|---|---|---|---|---|
| YV 249663 | 8/28/81 | Stake Truck | | 9/16/81 | Smarga, U. | 3801 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2250-01 | | |
| Lapsudril 50# Alkyd + wrapped | 1300-01 | 880 | 17.75 | 15620.00 | RE-160 | 2.75 | 2420.00 | | | |
| Terms: Net 30 - 2% Late Charge - | 45 Days | | | | | | | | | |
| TOTALS | | 880 | | 15620.00 | 0850-01 | | 2420.00 | 0839-01 | | |

SALES ANALYSIS ← SALES JOURNAL ↑

SALES JOURNAL ENTRY

| ACCOUNT DESCRIPTION | ACCT NO | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 066501 | 15620.00 | |
| COMMISSIONS | 2246-01 | 2420.00 | |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2060-01 | | |
| ROYALITIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850 01 | | 2420.00 |
| | 1300-01 | | 13620.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | 18043.00 | 18043.00 |

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 10/29/81 | 14537 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Divison<br>P.O. Box 1675<br>Houston, TX 77001 | #020100<br>Lake Charles, LA |

TERMS: NET 30 - 2% Late Charge - 45 Days

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| | 10/26/81. | CuPu | | 10/26/81 | Lake Charles | 15513 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Superdril 50# | 200/Bags | @ 21.50 | $4300.00 |
| HME 5-gal. | 72/Cans | @ 41.50 | 2988.00 |
| 2 pallets @ 15.00/each | | | 30.00 |
| | | | $7318.00 |

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 15513

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE: (918) 245-6661~~
~~TWX: 910-840-3667~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

DATE: 10-26-81

CUSTOMER ORDER NO.:

TERMS:

F.O.B.: LAKE CHARLES

SALESMAN:

SHIP WHEN:

SHIP VIA: Customer picked up

SHIP TO:
Baroid Division
P.O. Box 1847
Lake Charles, LA 70602

BILL TO: Baroid Division, N/L INdustries, P.O. Box 1675, Houston, TX 77001

PPD. OR COLL.:

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 200 | Bags of Superdril | 21.50 | |
| 72 | Cans of HME | 41.50 | |
| | 2 Pallets | | 30.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | Ernest Dwyer | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

PHONE
318/433-8547

# DIXIE BONDED WAREHOUSE, INC.

P. O. BOX 5804 - HWY. 90 EAST - LAKE CHARLES, LA. 70606

1659 dhm

DATE 10-26 19 81

Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135

TERMS NET 10 DAYS.

| ACCOUNT OF | WEIGHT | RATE | AMOUNT | TOTAL |
|---|---|---|---|---|
| Charges per Shipping Order# 15513 | | | | |
| 2 pallets | | 15.00ea | $ 30.00 | |
| | | | | $ 30.00 |

PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE

| DATE | NUMBER |
|---|---|
| 10/29/81 | 14537 |

Cost 4918.56 67.5%

| Sold To: | Shipped To: |
|---|---|
| Baroid Division<br>P.O. Box 1675<br>Houston, Tx. 77001 | #020100<br>Lake Charles, La. |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| | 10/26/81 | Cl. Pac | | 10/26/81 | Lake Charles | 15513 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2350-01 | | |
| Superdril 50# | 1300-01 | 200 | 21.50 | 4300.00 | R-1160 | 2.75 | 550.00 | | | |
| HME 5-gal | 1500-01 | 72 | 41.50 | 2988.00 | | 16.00 | 432.00 | Amoco 360 | 10% | 298.80 |
| 2 pallets @ 15.00/each | | | | 30.00 | | | | | | |
| Terms: Net 30 - 2 % Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 272 | | 7318.00 | 0850-01 | | 982.00 | 0839-01 | | 298.80 |

SALES ANALYSIS ←  SALES JURNAL ↑

SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 06650-1 | 7318.00 | |
| COMMISSIONS | 2246-01 | 982.00 | |
| ROYALTIES | 2250-01 | 298.80 | |
| FREIGHT | 2060-01 | | |
| ROYALITIES PAYABLE | 0839-01 | | 298.80 |
| COMMISSIONS PAYABLE | 0850-01 | | 982.00 |
| | 1300-01 | | 4300.00 |
| | 1500-01 | | 2988.00 |
| | 2300-01 | | 30.00 |
| | | | |
| | | | |
| TOTAL | | 8598.80 | 8598.80 |

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 10/20/81 | 14480 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>NL Industries<br>Box 631<br>Liberty, TX 77575 | #020100<br><br>SAME |

TERMS: NET 30 - 1½% LATE CHARGE - 45 DAYS

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| P.O.#S4262 | 10/15/81 | CuPu | | 10/15/81 | Houston | 15417 |

| DESCRIPTION | | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| Mon Pac - Regular | 50# | 120/bags | 103.00 | $12,360.00 |

Terms: Net 30 - 2% Late Charge - 45 Days

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 15417

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE: (918) 245-6661~~
~~TWX: 910-840-3007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

SHIP TO
Baroid
Liberty, Tx.

DATE: 10-15-81
CUSTOMER ORDER NO.: PO S4262
TERMS: F.O.B. Houston
SALESMAN:
SHIP WHEN: ~~10-15-81~~
SHIP VIA: Will Call

BILL TO

PPD. OR COLL.

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 120 | Bags Mon Pac Regular | 10.30 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

Original-Not Negotiable **Straight Bill of Lading** **Short Form**

Shipper's No. 15417

(Name of Carrier) Carrier's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

at 4343 Eastpark Dr. Houston, Tx. 10-15-81 From Montello, Inc. ex Mann Whses.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classification in effect on the date thereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to Baroid

(Mail or street address of consignee—For purposes of notification only.)

Destination Liberty State Tx Zip County Delivery Address ★

(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereof.)

Route

Delivering Carrier Will Call Car or Vehicle Initials No.

| No. Packages | Kind of Package, Description of Articles, Special Marks, and Exceptions | *WEIGHT (Subject to Correction) | Class or Rate | Check Column |
|---|---|---|---|---|
| 120 | Bags Mon Pac Regular | 6,000 | | |
| | =P.O. S4262 | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here; "To be Prepaid."

Received $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$

†Shipper's imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.

Montello, Inc. Shipper, Per Agent, Per

6106 E. 32nd Place Tulsa Oklahoma 74135

Permanent post-office address of shipper,

1

380

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WilsonJones
GRAYLINE FORM 44-302 4-PART

# Store Purchase Order

NL Baroid

NL Industries, Inc.

P.O. BOX 631

LIBERTY, TEXAS 77575

S 4262

This purchase order number and Store Address must appear on all copies of Invoice.

Mail invoice in TRIPLICATE to above address

| DIRECT INQUIRIES TO | DELIVERY DATE | DATE ORDER PLACED |
|---|---|---|
| | 10-15-81 | |

VENDOR

Montello
6106 East 32nd Place
Tulsa, Oklahoma 74135

Ship to:

| F.O.B. | SHIP VIA | TERMS |
|---|---|---|
| | | |

| ITEM # | QUANTITY | | PRODUCT CODE | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|
| | 120 | 50# | | BAGS OF REGULAR MON-PAC | $103.00 | $12,360.00 |
| | | | | INVOICE # 14480 | | |

FOR YOUR INFO ONLY
DO NOT REBILL

TOTAL $12,360.00

By Cynthia Pavliska
NL BAROID / NL INDUSTRIES

VENDOR # 1

Montello

T.R. or P.O. or S.O.

| DATE | NUMBER |
|---|---|
| | |

CUSTOMER ORDERS INTL: ___ MONTELLO: ✓

| SOLD TO | SHIPPED TO |
|---|---|
| David Division<br>NL Industries<br>P.O. Box 631<br>Liberty, Texas 77575 | # 020100<br>Liberty, Texas |

TERMS: NET 30 – 1½% LATE CHARGE – 45 DAYS

FREIGHT: PREPAID ☐ COLLECT ☐

| CUSTOMER ORDER NO. | ORDER DATE | VIA | DATE SHIPPED | SHIPPED FROM |
|---|---|---|---|---|
| S 4262 | 10/15/81 | C u Pu | | Houston, Tx. |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Mon Sac regular pallets | 120 | 103.00 | 12360.00 |

confirmed to GP. 10/15/81

SALES REP: CE SALES AREA: 150 COMM RATE: 4.50

COST 10800.00

% 87.5%

Cost 10800.00 87.5%

**INVOICE**

| DATE | NUMBER |
|---|---|
| 10/20/81 | 14480 |

| Sold To: | Shipped To: |
|---|---|
| Baraid Division<br>N/L Industries<br>Box 631<br>Liberty, Tx. 77575 | #020100<br>Liberty, Texas |

FREIGHT PREPAID ☐ COLLECT ☐

| Your Order No. P.O. # | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| S4262 | 10/15/81 | C.L. | | 10/15/81 | Houston | 15417 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2248-01 | | | 2250-01 | | |
| Mon Pac Reg. 50# | 1600-01 | 120 | 103.00 | 12,360.00 | C-450 | 4.50 | 540.00 | | | |
| Terms: Net 30 - 2 % Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 120 | | 12,360.00 | 0850-01 | | 540.00 | 0839-01 | | |

SALES ANALYSIS ← SALES JOURNAL ↑

**SALES JOURNAL RECAP**

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 0665-01 | 12,360.00 | |
| COMMISSIONS | 2248-01 | 540.00 | |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2260-01 | | |
| ROYALITIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | 540.00 |
| | 1600-01 | | 12360.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | 12,900.00 | 12,900.00 |

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 10/20/81 | 14481 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>P. O. Box 1847<br>Lake Charles, LA 70601 | #020100<br>SAME |

~~XXTERMSXNET 30XXX2%XLATE CHARGEXXX45 DAYSXX~~

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| | 10/15/81 | CuPu | | 10/15/81 | Lake Charles | 15505 |

| DESCRIPTION | | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| Superdrill | 50# | 250/bags | 21.50 | $5375.00 |

Terms: Net 30 - 2% Late Charge - 45 Days

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 15505

~~P.O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE: (918) 245-6661~~
~~TWX: 910-845-2007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

DATE: 10-15-81

CUSTOMER ORDER NO.:

TERMS:

F.O.B.: LAKE CHARLES

SALESMAN:

SHIP WHEN:

SHIP VIA: Customer picked up

SHIP TO:
Baroid Division
P.O. Box 1847
Lake Charles, LA 70602

BILL TO

PPD. OR COLL.

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| | | | |
| 250 | Bags of Superdril | 21.50 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | Ernest Dugas | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

Cost 3562.50 66.3%

# INVOICE

| DATE | NUMBER |
|---|---|
| 10/20/81 | 14481 |

| Sold To: | Shipped To: |
|---|---|
| Baraid Division<br>P.O. Box 1847<br>Lake Charles, La. | #020100<br>Same |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO.! PO NO. |
|---|---|---|---|---|---|---|
| | 10/15/81 | Cus Cus | | 10/15/81 | Lake Charles | 15505 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2250-01 | | |
| Hydrodril 50# | 1300-01 | 250 | 21.50 | 5375.00 | Rx-160 | 2.75 | 687.50 | | | |
| Terms: Net 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 250 | | 5375.00 | 0850-01 | | 687.50 | 0839-01 | | |

SALES ANALYSIS ←  SALES JURNAL ↑

## SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 066501 | 5375.00 | |
| COMMISSIONS | 2246-01 | 687.50 | |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2060-01 | | |
| ROYALITIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | 687.50 |
| | | | 5375.00 |
| TOTAL | | 6062.50 | 6062.50 |

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 10/6/81 | 14407 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>P.O. Box 1675<br>Houston, TX 77001 | #020100<br>Lake Charles, LA |

~~TERMS: NET 30 - 1½% LATE CHARGE - 45 DAYS~~

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| | 10/1/81 | CuPu | | 10/1/81 | Lake Charles | 14692 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| HME 5-gal. | 36/Cans | @ 41.50 | $1494.00 |
| One pallet @ 15.00 | | | 15.00 |
| | | | $1509.00 |

TERMS: Net 30 - 2% Late Charge - 45 Days

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 14692 ✓

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE (918) 245-6661~~
~~TWX: 910-840-3007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

SHIP TO
Baroid Industries
P.O. Box 1847
Lake Charles, LA 70602

DATE: 10-1-81
CUSTOMER ORDER NO.:
TERMS:
F.O.B.: Lake Charles
SALESMAN:
SHIP WHEN:
SHIP VIA: Customer Pick up

BILL TO

PPD. OR COLL.

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 36 | Cans HME | 4/50 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | ( 1 pallet) | | 15 00 |
| | | | |
| | Stanley Chapman | | |

FORM 1450. REGENT FORMS, PENNSAUKEN, N.J. 08109

PHONE
318/433-8547

# DIXIE BONDED WAREHOUSE, INC.

P. O. BOX 5804 - HWY. 90 EAST - LAKE CHARLES, LA. 70606

1635 dhm

DATE 10-1 19 81

Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135

TERMS NET 10 DAYS.

| ACCOUNT OF | WEIGHT | RATE | AMOUNT | TOTAL |
|---|---|---|---|---|
| Charges per Shipping Order# 14692 | | | | |
| 1 pallet | | 15.00ea | $ 15.00 | |
| | | | | $ 15.00 |

PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR REMITTANCE

| DATE | NUMBER |
|---|---|
| 10/6/81 | 14407 |

Cost .037 28 69.2%

| Sold To: | Shipped To: |
|---|---|
| Paraid Industries<br>P.O. Box 16675<br>Houston, Tx. 70602 | # 020100<br>Lake Charles, La. |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR NO./ PO NO. |
|---|---|---|---|---|---|---|
| | 10/1/81 | DWPW | | 10/1/81 | Lake Charles | 14692 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2250-01 | | |
| 1 TMP 5-gal | 1500.01 | 136 | 4/50 | 1494.00 | RL-140 | 6.00 | 96.00 | 11m.00 (18) gal | 10% | 149.40 |
| One pallet @ 15.00 | | | | 15.00 | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Terms: Ner 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 136 | | 1509.00 | 0650-01 | | 96.00 | 0839-01 | | 149.40 |

SALES ANALYSIS ←  SALES JURNAL ↑

| ACCOUNT DESCRIPTION | ACCT NO | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 0665-01 | 1509.00 | |
| COMMISSIONS | 2246-01 | 96.00 | |
| ROYALTIES | 2250-01 | 149.40 | |
| FREIGHT | 5060-01 | | |
| ROYALTIES PAYABLE | 0839-01 | | 149.40 |
| COMMISSIONS PAYABLE | 0850-01 | | 96.00 |
| | [illegible] | | 1244.60 |
| | [illegible] | | 15.00 |
| | | | |
| | | | |
| | | | |
| TOTAL | [illegible] | 1854.40 | 1854.40 |

# montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 11/09/81 | 14595 |

| SOLD TO | SHIPPED TO |
|---|---|
| N/L Baroid<br>P.O. Box 1675<br>Houston, TX 77001 | Baroid #020100<br>Jordan Rd. & Hayne Blvd.<br>New Orleans, LA |

~~TERMS: NET 30~~

FREIGHT: PREPAID [X] COLLECT [ ]

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| M7747<br>VV253950 | 10/20/81 | Yamashin Maru Voyage | 8389A | 11/5/81 | Kobe, Japan | 3848 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Cellex - Regular 50# | 1800/Bags | @ 77.50 | $139,500.00 |

Seals: NICU 721452 (6) 600 Bags
TOLU 266332 (3) 600 Bags
XTRU 835253 (5) 600 Bags

NOTE: Drayage charges will be invoiced when we receive bill from Drayage Co.

TERMS: Net 15 days from date of invoice received.

# montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 11/09/81 | 14595 |

| SOLD TO | SHIPPED TO |
|---|---|
| M/L Baroid<br>P.O. Box 1675<br>Houston, TX 77001 | Baroid #020100<br>Jordan Rd. & Hayne Blvd.<br>New Orleans, LA |

~~TERMS: NET 30~~

FREIGHT: PREPAID [X] COLLECT [ ]

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| H7747<br>VV253950 | 10/20/81 | Yamashin Maru Voyage | 8389A | 11/5/81 | Kobe, Japan | 3848 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Cellex - Regular 50# | 1800/Bags | @ 77.50 | $139,500.00 |

Seals: NICU 721452 (6) 600 Bags
TOLU 266332 (3) 600 Bags
XTRU 835253 (5) 600 Bags

NOTE: Drayage charges will be invoiced when we receive bill from Drayage Co.

TERMS: Net 15 days from date of invoice received.

P.O. OR SO

Warden

CUSTOMER ORDERS  INTL: ___  MONTREAL: X

| DATE | NUMBER |
|---|---|
| | P.O. 3848 |

| SOLD TO | SHIPPED TO |
|---|---|
| ~~Barrow~~ NL Barrow<br>PO Box 1675<br>Houston, Texas 77001 | Barrow<br>Jordan Rd & Hayne Blvd<br>New Orleans, La |

TERMS: NET 30 – 1½% LATE CHARGE – 45 DAYS  FREIGHT: PREPAID [X] COLLECT [ ]

| CUSTOMER ORDER NO. | ORDER DATE | VIA | DATE SHIPPED | SHIPPED FROM |
|---|---|---|---|---|
| H 7747<br>VV253200 | 10/28/81 | Yamashina Maru Voyage 8389A | 11/5/81 | Kobe Japan |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| 1900-01<br>Celery Regular 50# | 1800 | @ 77.50 | |
| ~~Drayage~~ Seals: NICU 921452 (6) 600 Bags<br>TOLU 266332 (3) 600 Bags<br>KTRU 835253 (5) 600 Bags | | | |
| note: Drayage Charges will be invoiced at time we receive bill from Drayage Co. | | | |
| Terms: Net 15 days from date of Invoice Received | | | |

SALES REP: Pool Comm  SALES AREA: 160  Pool Comm RATE: 2.00

0840-01

133866.00
~~127,199.03~~ ~~134,160.00~~

COST ~~119,994.~~ ~~135,101.73~~

C/O ~~96.0~~ ~~96.0~~ 96.0

(X)

MONTELLO SAND

0335 EDT

OCTOBER 21, 1981

PETRI SAN

THANK YOU FOR YOUR TLX 0165. WE ARE DELIGHTED TO HEAR BAROID ORDER HAS STARTED.

1. PO 3848 - FIRST BAROID ORDER 1800 50-LB BAG CELLEX REGULAR

1800 CELLEX REG WILL BE SHIPPED BY ''YAMASHIN MARU'', KOBE 11/3-4, LA 11/17-19 THENTO NEW ORLEANS, ETA AROUND 11/25. NOTED OF ''CONSIGN TO'' AND ''NOTIFY PARTY''. WILL SHIP BY ''JAPAN LINE'' ONE OF MEMBERS OF CONFERENCE, SAME AS MITSUI OSK TO AVOID CONCENTRATION ON ONE SHIP COMPANY. WILL ADVISE YOU WHEN COMPOSITE SAMPLES BE READY, ETC. LATER.

2. PO 3837 - 1100 ULTRA LO AND 100 MON EX

WILL BE SHIPPED BY ''ALASKA MARU'' KOBE 10/30-31, SEATLE 11/11, ETA DENVER 11/20. WE REGRET MISSING STAR ENTERPRISE DUE TO THE 2-3 DAYS DELAY OF OUR PRODUCTION.

BEST REGARDS
Y. NISHIMURA
DKSI ZTOKYO

MONTELLO SAND

2226258DKSTYO J.....

MONTELLO SAND

WU INFOMASTER

MONTELLO SAND

Ø16245I293 1611EST
Ø1 TULSA OKLAHOMA OCTOBER ZØ 1981
ITX VIA RCA 781ØZZ6258 DKSTYO J

ATTN: NISHIMURA SAN

REF: #Ø165

GOOD NEWS - FIRST BAROID ORDER.

PLEASE ACCEPT OUR P.O. 3848 FOR 18ØØ 5Ø-LB BAGS OF CELLEX REGULAR
AT U.S. 1.329 PER POUND CIF - NEW ORLEANS, LOUISIANA TO SHIP ASAP.

CONSIGN TO: MONTELLO INC.
C/O BEHRING INTERNATIONAL, INC.
P.O. BOX ZØØZ9
NEW ORLEANS, LOUISIANA 7Ø141

NOTIFY PARTY:
BEHRING INTERNATIONAL, INC.
P.O. BOX ZØØZ9
NEW ORLEANS, LOUISIANA 7Ø141
ATTN: MICHELLE DALRYMPLE
TELEPHONE 5Ø4+468-28ØØ

PLEASE ADVISE SHIP DATE AND ETA NEW ORLEANS.

BEST REGARDS,
PETRI/MONTELLO

PLEASE REFER TO REF. #1Ø65

ACCEPTED
ØØØØ1

1-PC

DATA SENT
READY
X
ERASE TRANSMIT DATA? Y
DONE
Z

EDIT OFF

P.O. 3848

Jim Doyle

Immediate

~~1810~~ 1810 Celley Rey.

3

Wayne Rd — New orleans

Jordan Road & Wayne Rd.

Release Number.

VV 253 950

Betty Williams

Behring Int'l Inc.

468

504 + ~~503~~ - 2800

PO Box 20029

New orleans, La 70141

Michelle Dalrymple

Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

October 21, 1981

No LC Required

Ms. Virginia Miller
Utica National Bank & Trust Co.
P. O. Box 1559
Tulsa, OK 74101

Dear Virginia:

Please open letter of credit for 1800 50 lb. bags Sodium Carboxymethyl Cellulose Cellex Regular 90,000 lbs. @ $1.329 per pound CIF New Orleans, LA for a total amount of $119,610.00.

We will require the following documents in triplicate: Commercial Invoice, Packing List, Customs Invoice, Weight List. The Insurance policy or certificate to be in duplicate.

Full set of clean on board Bill of Ladings consigned to:

Montello, Inc.
c/o Behring International, Inc.
P. O. Box 20029
New Orleans, LA 70141

Notify party: Behring International, Inc.
P. O. Box 20029
New Orleans, LA

ATTN: Michelle Dalrymple

Phone: 504+468-2800

If you have any questions please call me.

Sincerely,

MONTELLO, INC.

Charles F. Petri

CFP/rmr

Enc: application for credit.

# PURCHASE ORDER


**MONTELLO, INC.**

6106 EAST 32nd PLACE • TULSA, OKLAHOMA 74135

PHONE (918) 665-1170 • (24 HRS) - TWX 910-845-2396


**№ 3848**

THIS NUMBER MUST APPEAR ON INVOICES, B/L, BUNDLES, CASES PACKING LISTS AND CORRESPONDENCE.

DKS International, Inc.
Miki Bldg.
3-12-1 Nihombashi, Chuo-Ku
Tokyo, Japan

SHIP TO

See below

DATE: 10/20/81

DATE WANTED: ASAP

TERMS: ~~L/C~~ 15 Days of Bkgt B/L Date

F.O.B.

SHIP VIA: your arrangements

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 1800/bags | Cellex Regular 50# bags<br>90,000 lbs. | @ 1.329 lb. | 119,610.00<br>CIF New Orleans |

Consign to: Montello, Inc.
c/o Behring International, Inc.
P. O. Box 20029
New Orleans, LA 70141

please confirm /

Notify Party: Behring International, Inc.
P. O. Box 20029
New Orleans, LA 70141
ATTN: Michelle Dalrymple
Phone: 504+468-2800

Confirming TLX No. 0165

Do Not Duplicate

## ACKNOWLEDGMENT

PLEASE SIGN AND RETURN IMMEDIATELY

OCT 1, 1981 MONTELLO/DKS

ACCEPTED BY (SIGNATURE) _____ BY _____

AUTHORIZED SIGNATURE

SHIPPING DATE PROMISED

FORM 15504, REGENT FORMS, BELLMAWR, NJ 08031

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Tokyo, November 6, 1981

Messrs. Montello, Inc.

6106 East 32nd Place

Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

We wish to inform you the shipping/~~the airway~~ schedule covering : 90,000 lbs. (1,800 bags.@) of Cellex Regular (Order No. 3848)

Please note the goods are being despatched

by " YAMASHIN MARU " of JAPAN LINE

leaving Kobe, Japan on November 5, 1981

arriving at Los Angles (New Orleans) on or about November 17, 1981

We enclosed herewith/~~will send separately~~ copies of the relative documents as follows:

B/L Original
Invoice, Custom Invoice, Packing List, Insurance Policy.

We shall be glad of your advice of the good arrival of the consignment.

With our best regards,

Yours faithfully,
DKS INTERNATIONAL, INC.

Y. Nishimura

YN/em

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-152

Tokyo, November 5, 1981

| Contract No. | Contracted Date | Your order No. 3848 |
|---|---|---|
| Consigned to Messrs. Montello, Inc. 6106 East 32nd Place Tulsa, Oklahoma 74135, U.S.A. | | |
| Shipped per " YAMASHIN MARU " | | From Kobe, Japan |
| To New Orleans, U.S.A. | | |
| Sailing on or about November 4, 1981 | | Quantity 90,000 lbs. (1,800 bags.) |
| L/C No. | | |
| Issuing Bank | | |
| Commodity Sodium Carboxymethyl Cellulose Cellex Regular | | |

SHIPPING MARKS & NOS.

CELLEX

SODIUM CARBOXYMETHYL CELLULOSE

DRILLING MUD ADDITIVE FOR

.REDUCING FILTRATION RATE.
.MAKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Sodium Carboxymethyl Cellulose Cellex Regular | 90,000 lbs. | US$1.329 | US$119,610.00 |

DKS INTERNATIONAL, INC.

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-152

Tokyo, November 5, 1981

| Contract No. | Contracted Date | Your order No. 3848 |
|---|---|---|

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.

| Shipped per "YAMASHIN MARU " | From Kobe, Japan |
|---|---|
| To New Orleans, U.S.A. | |
| Sailing on or about November 4, 1981 | Quantity 90,000 lbs. (1,800 bags.) |
| L/C No. | |
| Issuing Bank | |
| Commodity Sodium Carboxymethyl Cellulose Cellex Regular | |

SHIPPING MARKS & NOS.

CELLEX

SODIUM CARBOXYMETHYL CELLULOSE

DRILLING MUD ADDITIVE FOR

.REDUCING FILTRATION RATE.
.MAKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Sodium Carboxymethyl Cellulose Cellex Regular | 90,000 lbs. ========== | US$1.329 | US$119,610.00 ========== |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : **INVOICE NO.** MON-152 **TOKYO,** November 5, 1981

| Contract No. | Contracted Date | Your order No. 3848 |
|---|---|---|
| Consigned to Messrs. Montello, Inc. 6106 East 32nd Place, Tulsa, Oklahoma 74135, U.S.A. | | |
| Shipped per " YAMASHIN MARU " | | From Kobe, Japan |
| To New Orleans, U.S.A. | | |
| Sailing on or about November 4, 1981 | | Quantity 90,000 lbs. (1,800 bags.) |
| L/C No. | | |
| Issuing Bank | | |
| Commodity Sodium Carboxymethyl Cellulose Cellex Regular | | |

SHIPPING MARKS & NOS.

CELLEX

SODIUM CARBOXYMETHYL CELLULOSE

DRILLING MUD ADDITIVE FOR

.REDUCING FILTRATION RATE.
.MAKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Sodium Carboxymethyl Cellulose Cellex Regular<br>50 lb. net in paper bag. X 1,800 bags. | 90,000 lbs. | | |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : **INVOICE NO.** MON-152

**TOKYO,** November 5, 1981

| Contract No. | Contracted Date | Your order No. 3848 |
|---|---|---|
| Consigned to Messrs. Montello, Inc. 6106 East 32nd Place, Tulsa, Oklahoma 74135, U.S.A. | | |
| Shipped per " YAMASHIN MARU " | | From Kobe, Japan |
| To New Orleans, U.S.A. | | |
| Sailing on or about November 4, 1981 | | Quantity 90,000 lbs. (1,800 bags.) |
| L/C No. | | |
| Issuing Bank | | |
| Commodity Sodium Carboxymethyl Cellulose Cellex Regular | | |

SHIPPING MARKS & NOS.

CELLEX

SODIUM CARBOXYMETHYL CELLULOSE

DRILLING MUD ADDITIVE FOR

.REDUCING FILTRATION RATE.
.MAKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Sodium Carboxymethyl Cellulose Cellex Regular<br>50 lb. net in paper bag. X 1,800 bags. | 90,000 lbs. | | |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : **INVOICE NO.** MON-152

**TOKYO,** November 5, 1981

| Contract No. | Contracted Date | Your order No. 3848 |
|---|---|---|
| Consigned to Messrs. Montello, Inc. 6106 East 32nd Place, Tulsa, Oklahoma 74135, U.S.A. | | |
| Shipped per " YAMASHIN MARU " | From Kobe, Japan | |
| To New Orleans, U.S.A. | | |
| Sailing on or about November 4, 1981 | Quantity 90,000 lbs. (1,800 bags.) | |
| L/C No. | | |
| Issuing Bank | | |
| Commodity Sodium Carboxymethyl Cellulose Cellex Regular | | |

SHIPPING MARKS & NOS.

CELLEX

SODIUM CARBOXYMETHYL CELLULOSE

DRILLING MUD ADDITIVE FOR

.REDUCING FILTRATION RATE.
.MAKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Sodium Carboxymethyl Cellulose Cellex Regular<br>50 lb. net in paper bag. X 1,800 bags. | 90,000 lbs. | | |

DKS INTERNATIONAL, INC.

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

1. SELLER
DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

2. DOCUMENT NR.*

3. INVOICE NR. AND DATE*
MON-152, Nov. 6, 1981

4. REFERENCES*

5. CONSIGNEE
Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

6. BUYER (*if other than consignee*)

7. ORIGIN OF GOODS
Japan

8. NOTIFY PARTY*
Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Michelle Dalrymple
Phone: 504-468-2800

9. TERMS OF SALE, PAYMENT, AND DISCOUNT
D/A 15 days after Invoice arrival

10. ADDITIONAL TRANSPORTATION INFORMATION*

11. CURRENCY USED
U.S. Dollars

12. EXCH. RATE (*if fixed or agreed*)

13. DATE ORDER ACCEPTED
Oct. 20, '81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | Sodium Carboxymethyl Cellulose | | | per lb. CIF New Orleans | |
| | 1,800 bags. | Cellec Regular | 90,000 lbs. | | 1.329 | US$119,610.00 |
| | | | | 1.30 | | |
| CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>•REDUCING FILTRATION RATE<br>•MARKING LOW SOLID MUDS<br>NET WEIGHT 50 POUNDS 22.6868 KILOS<br>MADE IN JAPAN | | | | | | |

DKS INTERNATIONAL, INC. · DKS INTERNATIONAL, INC.

21. ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

22. PACKING COSTS: US$24.00

27. DECLARATION OF SELLER/SHIPPER (OR AGENT)

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

| | |
|---|---|
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$4,981.33 |
| 24. DOMESTIC FREIGHT CHARGES | US$750.00 |
| 25. INSURANCE COSTS | US$697.33 |
| 26. OTHER COST (*Specify Below*) | US$450.00 |

28. THIS SPACE FOR CONTINUING ANSWERS

Other costs: Forwarindg and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form 5515(12-20-76)

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

1. SELLER
DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

2. DOCUMENT NR.*

3. INVOICE NR. AND DATE*
MON-152, Nov. 6, 1981

4. REFERENCES*

5. CONSIGNEE
Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

6. BUYER (*if other than consignee*)

7. ORIGIN OF GOODS
Japan

8. NOTIFY PARTY*
Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Michelle Dalrymple
Phone: 504-468-2800

9. TERMS OF SALE, PAYMENT, AND DISCOUNT
D/A 15 days after Invoice arrival

10. ADDITIONAL TRANSPORTATION INFORMATION*

11. CURRENCY USED
U.S. Dollars

12. EXCH. RATE (*if fixed or agreed*)

13. DATE ORDER ACCEPTED
Oct. 20, '81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | Sodium Carboxymethyl Cellulose | | | per lb. CIF New Orleans | |
| | 1,800 bags. | Cellec Regular | 90,000 lbs. | | 1.329 | US$119,610.00 |
| | | | | 1.30 | | |
| CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE<br>.MARKING LOW SOLID MUDS<br>NET WEIGHT 50 POUNDS 22.6868 KILOS<br>MADE IN JAPAN | | | | | | |

21. ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

27. DECLARATION OF SELLER/SHIPPER (OR AGENT)

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

| | |
|---|---|
| 22. PACKING COSTS | US$24.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$4,981.33 |
| 24. DOMESTIC FREIGHT CHARGES | US$750.00 |
| 25. INSURANCE COSTS | US$697.33 |
| 26. OTHER COST (*Specify Below*) | US$450.00 |

28. THIS SPACE FOR CONTINUING ANSWERS

Other costs: Forwarindg and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form 5515(12-20-76)

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

**1. SELLER**
DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

**2. DOCUMENT NR.***

**3. INVOICE NR. AND DATE***
MON-152, Nov. 6, 1981

**4. REFERENCES***

**5. CONSIGNEE**
Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

**6. BUYER** *(if other than consignee)*

**7. ORIGIN OF GOODS**
Japan

**8. NOTIFY PARTY***
Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Michelle Dalrymple
Phone: 504-468-2800

**9. TERMS OF SALE, PAYMENT, AND DISCOUNT**
D/A 15 days after Invoice arrival

**10. ADDITIONAL TRANSPORTATION INFORMATION***

**11. CURRENCY USED**
U.S. Dollar

**12. EXCH. RATE** *(if fixed or agreed)*

**13. DATE ORDER ACCEPTED**
Oct. 20,'81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | Sodium Carboxymethyl Cellulose | | | per lb. | CIF New Orleans |
| | 1,800 bags. | Cellex Regular | 90,000 lbs. | | 1.329 | US$119,610.00 |
| | | | ========== | 1.30 | | ========== |
| CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE<br>.MARKING LOW SOLID MUDS<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | | | | | | |

**21.** ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

**27. DECLARATION OF SELLER/SHIPPER (OR AGENT)**

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

| | |
|---|---|
| 22. PACKING COSTS | US$24.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$4,981.33 |
| 24. DOMESTIC FREIGHT CHARGES | US$750.00 |
| 25. INSURANCE COSTS | US$697.33 |
| 26. OTHER COST *(Specify Below)* | US$450.00 |

**28. THIS SPACE FOR CONTINUING ANSWERS**
OTHER COSTS: Forwarding and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form **5515(12-20-76)**

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

**1. SELLER**
DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

**2. DOCUMENT NR.***

**3. INVOICE NR. AND DATE***
MON-152, Nov. 6, 1981

**4. REFERENCES***

**5. CONSIGNEE**
Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

**6. BUYER** *(if other than consignee)*

**7. ORIGIN OF GOODS**
Japan

**8. NOTIFY PARTY***
Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Michelle Dalrymple
Phone: 504-468-2800

**9. TERMS OF SALE, PAYMENT, AND DISCOUNT**
D/A 15 days after Invoice arrival

**10. ADDITIONAL TRANSPORTATION INFORMATION***

**11. CURRENCY USED**
U.S. Dollar

**12. EXCH. RATE** *(if fixed or agreed)*

**13. DATE ORDER ACCEPTED**
Oct. 20, '81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | Sodium Carboxymethyl Cellulose | | | per lb. | CIF New Orleans |
| | 1,800 bags. | Cellex Regular | 90,000 lbs. | | 1.329 | US$119,610.00 |
| | | | | 1.30 | | |
| CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE<br>.MARKING LOW SOLID MUDS<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | | | | | | |

**21.** ☐ If the production of these goods involved furnishing goods or services to the seller *(e.g., assists such as dies, molds, tools, engineering work)* and the value is not included in the invoice price, check box (21) and explain below.

| | |
|---|---|
| 22. PACKING COSTS | US$24.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$4,981.33 |
| 24. DOMESTIC FREIGHT CHARGES | US$750.00 |
| 25. INSURANCE COSTS | US$697.33 |
| 26. OTHER COST *(Specify Below)* | US$450.00 |

**27. DECLARATION OF SELLER/SHIPPER (OR AGENT)**

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

**28. THIS SPACE FOR CONTINUING ANSWERS**
OTHER COSTS: Forwarding and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form 5515(12-20-76)

Forwarding Agent
SENYO KOUN K.K.

B/L No.
J 120-01471

# Japan Line

# INTERMODAL BILL OF LADING

Shipper
DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

Consignee
Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

Notify party
Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Michelle Delrymple
Phone: 504-468-2800

*Received* by Carrier for transportation by joint ocean and rail carriage to place delivery as indicated herein, the goods as mentioned herein in apparent good order and condition unless otherwise stated. The goods to be delivered at the port of discharge or place of delivery as mentioned, whichever applies.

In accepting this Bill of Lading, the shipper and consignee agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped, printed or otherwise incorporated, as fully as it signed by the shipper and consignee, any local custom or privilege to the contrary notwithstanding, and agrees that all agreements or freight engagements for and in connection with the carriage of the goods are superseded by this Bill of Lading.

In witness whereof, the undersigned, on behalf of Japan Line, Ltd., the master and the owner of the vessel, has signed the number of Bill(s) of Lading stated herein, all of this tenor and date, one of which being accomplished, the others to stand void.

**(Terms of Bill of Lading continued on the back hereof)**

| Pre-carriage by | Place of receipt |
|---|---|
| | KOBE, CY |
| **Ocean vessel / Voy. No.** | **Port of loading** |
| "YAMASHIN MARU" 8389A | KOBE, JAPAN |
| **Port of discharge** | **Place of delivery** |
| LOS ANGELES | NEW ORLEANS, CY |

Final destination for the Merchant reference

Particulars furnished by shipper

| Container No. / Seal No. | Marks and Numbers | Number of containers or packages | Kind of packages; Description of goods | Gross weight lbs. | Measurement cft. |
|---|---|---|---|---|---|
| | | | "SHIPPER'S LOAD & COUNT" | | |
| | CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>REDUCING FILTRATION RATE.<br>MAKING LOW SOLID MUDS.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | | THIRD ORIGINAL | M L B CARGO<br>41,760 Kg | 53.419 M3 |
| | | 3 CONTAINERS<br>(1,800 Bags) | Sodium Carboxymethyl<br>Cellulose Cellex Regular | | |
| | | | "Freight Prepaid" | | |

| CONTAINER NO. | SEAL NO. | P'KGS |
|---|---|---|
| NICU 721452(6) | JLC-76807 | (600 BAGS) |
| TOLU 266332(3) | JLC-76818 | (600 BAGS) |
| XTRU 835253(5) | JLC-76843 | (600 BAGS) |

RATES AS APPLIED COVER TO PLACE OF DELIVERY ONLY. FORWARDING THEREFROM TO DESTINATION AT RISK AND EXPENSE OF CARGO.

Total No. of containers or packages (in words): SAY: THREE (3) CONTAINERS ONLY.-

| Freight and charges | Revenue tons | Rate | per | Prepaid | Collect |
|---|---|---|---|---|---|
| ITME NO.1765-00 | 53.419 | @$75.00 | M3 | US$4,006.43 | |
| C.A.F. | | 11% | | US$ 440.71 | |
| B.A.F. | | @$10.00 | | US$ 534.19 | |
| | | | | US$4,981.33 | |

| Ex. Rate | Freight prepaid at | Freight payable at | Place and date of issue |
|---|---|---|---|
| | TOKYO, JAPAN | | TOKYO, JAPAN NOV - 5 1981 |
| @¥ | Total prepaid in Yen | No. of original B(s)/L | Japan Line, Ltd. |
| | | THREE (3) | |

Laden on board the vessel
Date NOV - 5 1981 | Signature

ICS

# JAPAN LINE, LTD.

(Continued from Obverse Side)

1. In this Bill of Lading, the word "Carrier" refers to JAPAN LINE, LTD., which performs the sea carriage of the goods, to the ship, her owner, operator, demise charterer, time charterer, and any substitute carrier, and to the Railroad which performs the inland transportation of the goods within the United States, whether any of the foregoing is acting as carrier or bailee; the word "goods" means the commodities covered by this Bill of Lading; the word "custody" means when the goods are on board the ship or rail car, or in any area prior to loading or after discharging therefrom, whether at dockside, rail terminal or facility or elsewhere and wheresoever situated, or while in transit to or from terminals, yards or receiving or dispersal areas owned or leased by Carrier, provided Carrier has accepted custody of the goods by its agents, servants or independent contractors having issued a document incorporating the terms and conditions of this Bill of Lading contract which acknowledges receipt of such goods and Carrier has not made delivery of such goods as provided herein; the word "ship" includes the vessel named herein, any substitute vessel, and any craft, lighter or other means of transportation owned, chartered or operated and employed by Carrier or any substitute carrier in the transportation of the goods; the word "master" refers to the master or person in charge of any such vessel, craft, lighter or other means of transportation; the word "shipper" includes the person named as such in this Bill of Lading, the person for whose account the goods are shipped, the holder of this Bill of Lading, and the owner of the goods; the word "consignee" includes the consignee and his or its assignee under a straight bill of lading, the holder of this Bill of Lading, the receiver and the owner of the goods; the word "charges" includes freight and all expenses and money obligations incurred with respect to the goods and payable by the goods, the shipper or consignee; the word "person" includes an individual, corporation, partnership or other entity as the case may be; the word "cargo" includes the goods; "permitted by the Interstate Commerce Commission" applies only to rail transportation within the United States and means as provided by the terms and conditions of the Uniform Domestic Straight Bill of Lading or other form of Uniform Bill of Lading adopted by the Carriers in the applicable territory or territories as prescribed or permitted by the Interstate Commerce Commission, even though such bill of lading was not, and was not intended to be, issued covering the goods; the singular includes the plural, and vice versa, as the case may be.

2. Except as otherwise provided in Clauses 25 and 26 below, this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall [except as may be otherwise specifically provided herein] govern throughout such time as Carrier may have custody of the goods. The shipper represents that the goods, except packages not carried in or on containers, railroad cars, trailers and other vehicles, are not to be stowed under deck and expressly agrees that the goods carried in or on containers, railroad cars, trailers and other vehicles may be stowed on deck and Carrier shall not be required to specially note, mark or stamp any statement of "on deck" carriage on the face of this Bill of Lading. any custom to the contrary notwithstanding. It is further expressly agreed, whether such goods are, or are stated to be, carried on deck, that such goods are deemed to be goods under deck and the provisions of said Carriage of Goods by Sea Act shall govern with respect to said goods with the same force and effect as if said goods were actually carried under deck. Except as provided in Clause 26, the responsibility of each sea and inland carrier within the term Carrier as defined above for or with respect to the goods shall be limited to the transportation of said goods over each such carrier's own line while the goods are in such carrier's custody, and no such carrier shall be liable for any delay, expense, non-delivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the custody of such carrier. Whenever the terms of this Bill of Lading do not apply, the containers, railroad cars, trailers and other vehicles shall be governed by the terms and conditions of the connecting carrier's Bill of Lading, if any, and/or Uniform Bill of Lading as prescribed by the Interstate Commerce Commission. Nothing herein contained shall be construed or deemed a waiver limiting any other motor, rail, air or water carrier from its obligations to Carrier or the goods for loss or damage thereto, while the goods are in the possession of such other motor, rail, air or water carrier, as carrier or bailee.

3. The scope of the voyage herein contracted for shall include the usual or customary or advertised ports of call, whether named in this contract or not, also ports in or out of the advertised, geographical, usual ordinary or intended route or order, even though in proceeding thereto the ship may be compelled to pass the port of discharge or the usual place of discharge or may depart from the direct or customary route. The ship may call at any port for the purpose of the current voyage or of a prior or subsequent voyage and may, either before or after proceeding toward the port of discharge and for the purposes of the current or of a prior or subsequent voyage, even though two or more of such voyages may overlap, or for any purpose whatsoever that Carrier or the master may deem advisable, proceed forward, call or stay at, void or discharge cargo or passengers at, for or between, any intermediate ports or places, omit calling at any port or ports whether scheduled or not, call at the same port more than once, proceed by any route and depart from the direct, advertised, geographical, customary or intended route or order. The description of the scope of the voyage shall include any additional description written, typed, stamped or printed hereon by Carrier.
The ship may, either with or without passengers or the goods on board, and before or after proceeding toward the port of discharge, adjust compasses, go on drydock or ways, or to repair yards, shift berths, take fuel or stores, remain in port, sail without pilots, whether or not pilots are customary or available, proceed on her line, tow or assist vessels, save or attempt to save life or property, whether the property be that of Carrier or others, and lie on bottom or berth, and may do any or all of such things once or more, and all the foregoing shall be deemed included, but not by way of limitation, within the contract voyage.
In case of lack of discharging facilities, or of failure to find or identify the goods at the port of discharge, or in case of the existence of any of the conditions or contingencies mentioned hereinafter, the shipper further authorizes the carriage of any part or all of the goods beyond the port of discharge and their discharge on the ship's return, or their return by any other means of transportation, whether by land, water or air, and the taking of such other measures as may be permitted by this Bill of Lading. Any overcarriage shall not violate any of the provisions of this Bill of Lading.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of Carrier or the master is likely to give rise to any peril, danger, delay, obstruction, damages, delay or disadvantage to or loss of the ship or any part of her cargo or the usual means of discharging or delivering the goods or the usual place of discharge or the usual place of delivery of the goods, or to any reason or cause affecting the commercial interests of the carrier or the usual place of discharge in such port, Carrier may before loading or before the commencement of the voyage or at any time during the voyage or before any other person entitled thereto to take delivery of the goods at port of shipment, and upon the failure to do so may warehouse the goods at the risk and expense of the goods, or 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 or delivery or attempting to discharge the goods there, may discharge the goods into depot, craft or other receptacle or place whatsoever which may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as Carrier or the master may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at such port or place. Such discharge by Carrier or the master may retain the goods on board until the return trip or any subsequent trip of the ship to the port of discharge or usual place of discharge or delivery or any other port or place whatsoever as Carrier or the master may consider advisable and discharge the goods at any place whatsoever as herein provided, or Carrier or the master may discharge and forward the goods by any means, whether by land, water or air, at the risk and expense of the goods. 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 under and performance of this contract and Carrier and the ship shall be free from any further responsibility in respect thereof except to mail notice of the disposition of the goods direct to the shipper or consignee named in this Bill of Lading at such address as may be stated herein. For any service rendered to the goods as hereinabove provided, Carrier shall be entitled to a reasonable extra compensation.

5. Carrier, the master and the ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise however given by the government of any nation or of any department or agency thereof or by any person acting or purporting to act with the authority of such government or of any department or agency thereof, or by any committee or person having, under the terms of any war risk insurance on the ship, the right to give such orders or directions, and if by reason of, and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and Carrier and the ship shall not be liable for any loss of or damage to or expense with respect to the goods whatsoever, arising from compliance with any such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.
In addition to all other liberties herein Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and the ship shall not be liable for any loss of or damage to or expense with respect to the goods whatsoever, arising from compliance with any

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

ORIGINAL

日本政府 0,200 印紙税

貿務BASE00

Assured(s), etc.
DKS INTERNATIONAL, INC.

Invoice No. MON-152

POLICY
No. 817763600

Amount insured U.S.$131,571.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) |
|---|---|
| | |

| Ship or Vessel called the | at and from | Sailing on or about |
|---|---|---|
| YAMASHIN MARU | KOBE | NOV. 4, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS | | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE
CELLEX REGULAR

90,000 LBS., 1,800 BAGS

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in
TOKYO OCT. 30, 1981

No. of Policies issued
TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

∵ Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

1/1/63

# INSTITUTE CARGO CLAUSES

1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(1.1) to the Consignees' or other final warehouse or place of storage at the destination named in the policy

(1.2) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(1.2.1) for storage other than in the ordinary course of transit

or

(1.2.2) for allocation or distribution

or (1.3) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

Transit Clause (Incorporating Warehouse to Warehouse Clause)

If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.

2 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required this insurance shall remain in force until either

(2.1) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or (2.2) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

Termination of Adventure Clause.

3 Including transit by craft raft or lighter to or from the vessel. Each craft raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.

Craft, &c Clause

4 Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

Change of Voyage Clause

5 See below

6 No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival.

Constructive Total Loss Clause

7 General Average and Salvage Charges payable according to Foreign Statement or to York Antwerp Rules if in accordance with the contract of affreightment.

G. A. Clause.

8 The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted.

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

Seaworthiness Admitted Clause

9 It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

Bailee Clause

10 This insurance shall not inure to the benefit of the carrier or other bailee.

Not to Inure Clause

11 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder.

"Both to Blame Collision" Clause.

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

~~12 This insurance covers loss or damage or expense (except consequential loss of any kind) attributable to strikes, riots and civil commotions, but this extension will not cover loss or damage or expense arising from or consequent upon or attributable directly or indirectly to any person acting maliciously or from any act of terrorism being an act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government whether or not legally constituted.~~

~~Should Clause No. 12 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.~~

F. S. R. & C. C. Clause

~~13 In no case shall this insurance cover loss damage or expense~~

~~(a) caused by seizure, arrest, restraint or detainment, and all consequences thereof or any attempt thereat, or any consequence of any hostile act by or against a belligerent power, whether war be declared or not, but this exception shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.~~

~~Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.~~

~~Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.~~

~~14 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.~~

Reasonable Despatch Clause

*Applying to interest declared All Risks on the front of this Policy*

15 This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured. Claims recoverable hereunder shall be payable irrespective of percentage

All Risks Clause

*Applying to interest declared W. A. on the front of this Policy*

15 Warranted free from average under the percentage specified on the policy unless general or the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package which may be totally lost in loading, transhipment or discharge also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress.

Average Clause

This Clause shall operate during the whole period covered by the policy

*Applying to interest declared F. P. A. on the front of this Policy*

15 Warranted free from Particular Average unless the vessel or craft be stranded, sunk, or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package or packages which may be totally lost in loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress, also to pay special charges for landing, warehousing and forwarding if incurred at an intermediate port of call or refuge, for which Underwriters would be liable under the standard form of English Marine Policy with the Institute Cargo Clauses (W.A.) attached.

F. P. A. Clause

This Clause shall operate during the whole period covered by the policy.

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NOTE.—It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

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1/1/34

## INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy, the Assured's claim shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and re-fitting, if incurred, but no claim for labour charges shall be recoverable unless the full duty to be charged on the amount involved, in such case has, or may subsequently be, paid or additional duty shall also be paid.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

## LABEL CLAUSE

In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and relabelling the goods, provided the damage will have amounted to a claim under the terms of the policy.

The following Institute Theft, Pilferage and Non-Delivery Clause shall be applied, when these risks are expressly covered by this Policy.

1/6/78

## INSTITUTE THEFT, PILFERAGE AND NON DELIVERY (INSURED VALUE) CLAUSE

(A) It is hereby agreed that this Policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss to arise however unless notice of survey has been given to Underwriters' Agents within 3 days of the expiry of risk under the Policy.

(B) It is hereby agreed that this Policy covers the risk of Non-Delivery of an entire package but who is the liability of the Shipowner or other Carrier is limited, reduced or negatived by the Contract of Carriage by reason of the value of the goods.

Underwriters to be entitled to any amount recovered from the Carriers or others in respect of such losses (less cost of recovery, if any) up to the amount paid by them in respect of the loss.

The following Duty Clause shall be applied, when duty is insured by this Policy.

1/3/69

## DUTY CLAUSE

To pay partial loss sustained on duty imposed on the goods insured hereunder, by reason of the perils insured against, but subject to the policy terms as average, also to pay total loss if the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the rates and regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual loss of duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liability shall not exceed such proportion of the loss sustained on duty as the insured bears to the latter.

The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, and in case of any reductions in duty, the amount so reduced shall be deducted in settling any loss for which this Company may be liable.

1/5/37

## INSTITUTE DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy

and

(2) the proof of loss is accompanied either by a licence, certificate or authorisation issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a licence, certificate or authorisation issued by the Government of the country from which the drugs are consigned showing that the export of the consignments to the destination stated has been approved by that Government,

and

(3) the route by which the drugs were conveyed was usual and customary.

## IMPORTANT

### PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

### LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

1 To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2 In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3 When delivery is made by Containers, to ensure that the Container and its seals are examined immediately by their responsible official.
If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4 To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5 To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

NOTE.—The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

## INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from this Company's Office or Agents specified on this Policy.

## DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including, when applicable:

1 Original policy of insurance.
2 Original or certified copy of shipping invoices, together with shipping specification and/or weight notes.
3 Original or certified copy of Bill of Lading and/or other contract of carriage.
4 Survey report or other documentary evidence to show the extent of the loss or damage.
5 Landing account and weight notes at port of discharge and final destination.
6 Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

## IMPORTANT

No claim for loss caused by theft & /or pilferage shall be paid hereunder unless notice of survey has been given to this Company's Agents specified on

1/1/80

# INSTITUTE WAR CLAUSES

**(including on-carriage by Air)**

1. This insurance covers

1.1 the risks excluded from the Standard Form of English Marine Policy by the clause "Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not, but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power."

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy."

1.2 loss of or damage to the interest insured caused by

1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom

1.2.2 mines, torpedoes, bombs or other engines of war

1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

2. This insurance excludes

2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests restraints or detainments of Kings Princes or Peoples of any country or persons attempting to usurp power.

2.2 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radio active force or matter.

2.3 loss or damage covered by the Standard Form of English Marine Policy with the Free of Capture etc. Clause (as quoted in 1.1 above) inserted therein.

2.4 loss or damage proximately caused by delay, inherent vice or loss of market, or any claim for expenses arising therefrom delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules.

3. Claims recoverable shall be payable irrespective of percentage.

4. This insurance, except for the risks of mines and derelict torpedoes, floating or submerged, referred to in Clause 5 below,

4.1 attaches only as the interest insured and as to any part as that part is loaded on an overseas vessel and

4.2 terminates, subject to 4.5 and 4.6 below, either as the interest and as to such part as that part is discharged from an overseas vessel at the final port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,

whichever shall first occur,

nevertheless,

*subject to prompt notice to the Underwriters and to an additional premium,* such insurance

4.3 reattaches when, without having discharged the interest at the final port or place of discharge, the vessel sails therefrom, and

4.4 terminates, subject to 4.5 and 4.6 below, either as the interest and as to such part as that part is thereafter discharged from the vessel at the final or substituted port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,

whichever shall first occur.

4.5 if during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the interest for on-carriage by another overseas vessel or by an aircraft, such insurance terminates on expiry of 15 days counting from midnight of the day of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or the aircraft. During the period of 15 days such insurance remains in force after discharge only whilst the interest and as to any part as that part is at such intermediate port or place of discharge. If the insurance reattaches

4.5.1 through on-carriage by another overseas vessel, thereafter terminates in accordance with 4.2, or

4.5.2 through on-carriage by an aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

4.6 if the voyage by sea in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2. If the interest is subsequently reshipped to the original or any other destination, then, *provided notice is given to the underwriters before the commencement of such further transit and subject to an additional premium,* such insurance reattaches

4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or an aircraft for the voyage,

4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge,

thereafter such insurance terminates in accordance with 4.4 or 4.5.2.

(For the purpose of Clause 4 "

"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge.)

5. The insurance against the risks of mines and derelict torpedoes, floating or submerged,

5.1 attaches as the interest and as to any part as that part is first loaded on vessel or craft after such interest leaves the warehouse or place of storage at the place named in the insurance for the commencement of the transit and

5.2 terminates either

5.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters,

or,

when, before the interest is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters, the voyage or transit in the contract of carriage is terminated at a port or place other than the destination agreed therein, nevertheless, *subject to prompt notice to the Underwriters and to an additional premium if required,* such insurance, during reshipment and thereafter remains in force

5.2.2.1 as the interest and as to any part as that part is discharged from vessel or craft prior to sale and delivers at such port or place

or,

5.2.2.2 until the expiry of, unless otherwise specially agreed by the Underwriters, on the expiry of 60 days whilst the interest is awaiting transhipment at such port or place after completion of discharge overside of the interest from the overseas vessel at such port or place,

whichever shall first occur.

If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, *subject to prompt notice to the Underwriters and to an additional premium,* such insurance remains in force until terminated as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters.

(For the purpose of Clause 4 and Clause 5

"overseas vessel" shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel.)

6. Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2, 4 or 5 shall, to the extent of such inconsistency, be null and void.

7. *Subject to prompt notice to the Underwriters and to an additional premium,* the interest is held covered within the provisions of these clauses in the case of

7.1 change of or deviation from the voyage

7.2 variation of the adventure by reason of the exercise of any liberty granted to the shipowner or charterers under the contract of affreightment.

8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

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1/1/63

## INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES

1 This insurance covers loss of or damage to the property hereby insured caused by

1.1 strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions,

1.2 persons acting maliciously.

2 Warranted free of

2.1 loss or damage proximately caused by

2.1.1 delay, inherent vice or nature of the property hereby insured,

2.1.2 the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion,

2.2 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules, 1974;

2.3 loss or damage caused by hostilities warlike operations (civil war, or by revolution rebellion insurrection or civil strife arising therefrom.

3 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit continues during the ordinary course of transit and terminates either on delivery

3.1 to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

3.2 to any other warehouse or place of storage, whether prior to or at the destination named in the policy which the Assured elect to use either

3.2.1 for storage other than in the ordinary course of transit

or

3.2.2 for allocation or distribution,

or 3.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

4 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above, then subject to prompt notice being given to Underwriters and to an additional premium if required this insurance shall remain in force until either

4.1 the goods are sold and delivered at such port or place, or unless otherwise specially agreed until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or 4.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

5. General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.

6. Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.

7. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

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NOTE.—It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

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## CO-INSURANCE CLAUSE (as far as applicable)

DKS INTERNATIONAL INC.
Y. Nishimura

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

MON-152 **DUPLICATE** 561030

Assured(s), etc.
OKS INTERNATIONAL, INC.

Invoice No. MON-152

POLICY
No. 817763600

Amount insured U.S.$131,571.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) |
|---|---|
| | |

| Ship or Vessel called the | at and from | Sailing on or about |
|---|---|---|
| YAMASHIN MARU | KOBE | NOV. 4, 1981 |
| arrived at/transhipped at | thence to | |
| NEW ORLEANS | | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE
CELLEX REGULAR

90,000 LBS., 1,800 BAGS

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in
TOKYO OCT. 30, 1981

No. of Policies issued
TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

❣ Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above.*

For THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

1/1/63

# INSTITUTE CARGO CLAUSES

1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment, and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured.

Transit Clause (incorporating Warehouse to Warehouse Clause)

2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or (a1) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

Termination of Adventure Clause

3. Including transit by craft, raft or lighter to or from the vessel. Each craft, raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.

Craft, &c Clause

4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

Change of Voyage Clause.

5. **See below**

6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival.

Constructive Total Loss Clause.

7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

G. A. Clause.

8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted.

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

Seaworthiness Admitted Clause

9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

Bailee Clause.

10. This insurance shall not inure to the benefit of the carrier or other bailee.

Sue to Inure Clause

11. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder.

"Both to Blame Collision" Clause

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

~~12. Warranted free of capture, seizure, arrest, restraint, detainment, and the consequences thereof or of any attempt thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not, but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.~~

F. C. & S. Clause

~~Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.~~

**Should Clause No. 12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this Insurance.**

~~13. Warranted free of capture, seizure, arrest, restraint or detainment~~

~~(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,~~

~~(b) resulting from strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.~~

F. S. R. & C. C. Clause

**Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.**

14. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

Reasonable Despatch Clause

Applying to interest declared All Risks on the front of this Policy

5. This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Claims recoverable hereunder shall be payable irrespective of percentage.

All Risks Clause

Applying to interest declared W. A. on the front of this Policy

5. Warranted free from average under the percentage specified in the policy, unless general or the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package or package which may be totally lost in loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external object (not included) other than water, or to discharge of cargo at a port of distress, also to pay special charges for landing warehousing and forwarding if incurred at an intermediate port of call or refuge, for which Underwriters are liable under the standard form of English Marine Policy with the Institute Cargo Clauses (W.A.) attached.

Average Clause

This Clause shall operate during the whole period covered by the policy.

Applying to interest declared F. P. A. on the front of this Policy

5. Warranted free from Particular Average unless the vessel or craft be stranded, sunk, or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package or packages which may be totally lost in loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external object (not included) other than water, or to discharge of cargo at a port of distress, also to pay special charges for landing warehousing and forwarding if incurred at an intermediate port of call or refuge, for which Underwriters are liable under the standard form of English Marine Policy with the Institute Cargo Clauses (W.A.) attached.

F. P. A. Clause

This Clause shall operate during the whole period covered by the policy.

**NOTE.—It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.**

1/1/34

## INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy, the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

## LABEL CLAUSE

In case of damage from goods insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and relabeling the goods, provided the damage will have amounted to a claim under the terms of the policy.

The following Institute Theft, Pilferage and Non-Delivery Clause shall be applied, when these risks are expressly covered by this Policy.

1/6/72

## INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY (INSURED VALUE) CLAUSE

(A) It is hereby agreed that this Policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Underwriters' Agents within 10 days of the expiry of risk under the Policy.

(B) It is hereby agreed that this Policy covers the risk of Non-Delivery of an entire package but which the liability of the Shipowners or other Carriers is limited, reduced or negatived by the Contract of Carriage by reason of the value of the goods.

Underwriters to be entitled to any amount recovered from the Carriers or others in respect of such losses (less cost of recovery, if any) up to the amount paid by them in respect of the loss.

The following Duty Clause shall be applied, when duty is insured by this Policy.

1/3/69

## DUTY CLAUSE

To pay partial loss sustained on duty unpaid on the goods insured hereunder, by reason of the goods insured against, but subject to the policy terms of average, also to pay total loss if the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual rates of duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter.

The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, and in case of any reduction in duty the amount so reduced shall be deducted in settling any loss for which this Company may be liable.

1/3/37

## INSTITUTE DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy

and

(2) the proof of loss is accompanied either by a licence, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a licence, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government;

and

(3) the route by which the drugs were conveyed was usual and customary.

## IMPORTANT

### PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

### LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:—

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

**NOTE.—The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.**

## INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

## DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:—

1. Original policy of insurance.
2. Original or certified copy of shipping invoices, together with shipping specification and/or weight notes.
3. Original or certified copy of Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at port of discharge and final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

## IMPORTANT

No claim for loss caused by theft & /or pilferage shall be paid hereunder unless notice of survey has been given to this Company's Agents specified in this Policy within 10 days of the expiry of risk under the Policy.

11/3/80

# INSTITUTE WAR CLAUSES

**(including on-carriage by Air)**

1. **This insurance covers**

1.1 the risks excluded from the Standard Form of English Marine Policy by the clause "Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power." Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy."

1.2 loss of or damage to the interest insured caused by

1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom

1.2.2 mines, torpedoes, bombs or other engines of war

1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

2. **This insurance excludes**

2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests restraints or detainments of kings, Princes Peoples Usurpers or persons attempting to usurp power.

2.2 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radio active force or matter.

2.3 loss or damage covered by the Standard Form of English Marine Policy with the Free of Capture etc. Clause (as quoted in 1.1 above) insured thereto.

2.4 loss or damage proximately caused by delay, although the delay be caused by a peril insured against, but this exclusion shall not apply to any additional expenses which would be payable in principle in English law and practice under York-Antwerp Rules.

3. Claims recoverable shall be payable irrespective of percentage.

4. This insurance, except for the risks of mines and derelict torpedoes, floating or submersed, referred to in Clause 5 below,

4.1 attaches only as the interest insured and as to any part of that part is loaded on an overseas vessel and

4.2 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is discharged from an overseas vessel as the final port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,

whichever shall first occur,

nevertheless,

*subject to prompt notice to the Underwriters and to an additional premium,* such insurance

4.3 reattaches when, without having discharged the interest at the final port or place of discharge, the vessel sails therefrom, and

4.4 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,

whichever shall first occur.

4.5 If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the interest for on-carriage by another overseas vessel or by an aircraft, such insurance terminates on expiry of 15 days counting from midnight of the day of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or the aircraft. During the period of 15 days such insurance remains in force after discharge only whilst the interest and as to any part as that part is at such intermediate port or place of discharge. If the insurance reattaches

4.5.1 through on-carriage by another overseas vessel, it thereafter terminates in accordance with 4.2, or

4.5.2 through on-carriage by an aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

4.6 If the voyage by sea in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2. If the interest is subsequently reshipped to the original or any other destination then, *provided notice is given to the underwriters before the commencement of such further transit and subject to an additional premium,* such insurance reattaches

4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or aircraft for the voyage,

4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge;

thereafter such insurance terminates in accordance with 4.4 or 4.5.2.

(For the purpose of Clause 4 "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority's area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge.)

5. The insurance against the risks of mines and derelict torpedoes, floating or submersed,

5.1 attaches as the interest and as to any part as that part is first loaded on vessel or craft after such interest leaves the warehouse or place of storage at the place named in the insurance for the commencement of the transit and

5.2 terminates either

5.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters,

or,

5.2.2 when, before the interest is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters, the voyage or transit in the contract of carriage is terminated at a port or place other than the destination agreed therein, nevertheless, *subject to prompt notice to the Underwriters and to an additional premium if required,* such insurance reattaches, and thereafter terminates either

5.2.2.1 as the interest and as to any part as that part is discharged from vessel or craft prior to sale and delivery at such port or place

or,

5.2.2.2 unless otherwise specially agreed by the Underwriters, on the expiry of 60 days whilst afloat after completion of discharge overside of the interest from an overseas vessel at such port or place,

whichever shall first occur

If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, *subject to prompt notice to the Underwriters and to an additional premium,* such insurance remains in force until terminated as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters.

(For the purpose of Clause 4 and Clause 5 "overseas vessel" shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel.)

6. **Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2, 4 or, 5 shall, to the extent of such inconsistency, be null and void.**

7. *Subject to prompt notice to the Underwriters and to an additional premium,* the interest is held covered within the provisions of these clauses in the case of

7.1 change of or deviation from the voyage

7.2 variation of the adventure by reason of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment.

8. **It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

1/1/63

## INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES

1. This insurance covers loss of or damage to the property hereby insured caused by
   1.1 strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions,
   1.2 persons acting maliciously.
2. Warranted free of
   2.1 loss or damage proximately caused by
      2.1.1 delay, inherent vice or nature of the property hereby insured,
      2.1.2 the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion,
   2.2 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules, 1974,
   2.3 loss or damage caused by hostilities warlike operations civil war, or by revolutions rebellion insurrection or civil strife arising therefrom.
3. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit continues during the ordinary course of transit and terminates either on delivery
   3.1 to the Consignees' or other final warehouse or place of storage at the destination named in the policy,
   3.2 to any other warehouse or place of storage, whether prior to or at the destination named in the policy which the Assured elect to use either
      3.2.1 for storage other than in the ordinary course of transit
      or
      3.2.2 for allocation or distribution
   or 3.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,
   whichever shall first occur.

   If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

   This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.
4. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either
   4.1 the goods are sold and delivered at such port or place or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,
   or (4.2) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.
5. General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.
6. Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.
7. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.
8. **It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

**NOTE.—It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.**

## CO-INSURANCE CLAUSE (or for an applicable)

DKS INTERNATIONAL, INC.
Y. Nishimura

Forwarding Agent
SENYO KOUN K.K.

B/L No.
J120-01471

# Japan Line

# INTERMODAL BILL OF LADING

## COPY
## NON-NEGOTIABLE

ALL TERMS, CONDITIONS AND EXCEPTIONS AS PER ORIGINAL BILL OF LADING

Shipper
DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

Consignee
Montelle, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

Notify party
Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Michelle Dalrymple
Phone: 504+468-2800

Pre-carriage by

Place of receipt
KOBE, CY

Ocean vessel | Voy. No.
"YAMASHIN MARU" 8389A

Port of loading
KOBE, JAPAN

Port of discharge
LOS ANGELES

Place of delivery
NEW ORLEANS, CY

Final destination for the Merchant reference

Particulars furnished by shipper

| Container No. / Seal No. | Marks and Numbers | Number of containers or packages | Kind of packages ; Description of goods | Gross weight lbs. | Measurement cft. |
|---|---|---|---|---|---|
| | | | "SHIPPER'S LOAD & COUNT" | | |
| | | | M L B CARGO | | |
| | CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>REDUCING FILTRATION RATE.<br>MAKING LOW SOLID MUDS.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | | | 41,760 Kg | 53.419 M3 |
| | | | Sodium Carboxymethyl | | |
| | | 3 CONTAINERS<br>(1,800 Bags) | Cellulose Cellex Regular | | |
| | | | "Freight Prepaid" | | |

| CONTAINER NO. | SEAL NO. | P'KGS |
|---|---|---|
| NICU 721452(6) | JLC-76807 | (600 BAGS) |
| TOLU 266532(3) | JLC-76818 | (600 BAGS) |
| XTRU 835253(5) | JLC-76843 | (600 BAGS) |

RATES AS APPLIED COVER TO PLACE OF DELIVERY ONLY. FORWARDING THEREFROM TO DESTINATION AT RISK AND EXPENSE OF CARGO.

Total No. of containers or packages (in words): SAY: THREE (3) CONTAINERS ONLY.-

| Freight and charges | Revenue tons | Rate | per | Prepaid | Collect |
|---|---|---|---|---|---|
| ITME NO.1765-00 | 53.419 | @$75.00 | M3 | US$4,006.43 | |
| C.A.F. | | 11% | | US$ 440.71 | |
| B.A.F. | | @$10.00 | | US$ 534.19 | |
| | | | | US$4,981.33 | |

| Ex. Rate | Freight prepaid at | Freight payable at | Place and date of issue |
|---|---|---|---|
| | TOKYO, JAPAN | | TOKYO, JAPAN NOV. 5.1981 |
| @¥ | Total prepaid in Yen | No. of original B(s)/L | Japan Line, Ltd. |
| | | THREE (3) | |

Laden on board the vessel
Date NOV. 5.1981 | Signature | By

ICS B/L

(JSA STANDARD FORM-A) CD-06M

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

1 MON-152 561030

Assured(s), etc.

OKS INTERNATIONAL, INC.

Invoice No. MON-152

POLICY
No. 817763600

Amount insured U.S.$131,571.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| Ship or Vessel called the | at and from | Sailing on or about |
| YAMASHIN MARU | KOBE | NOV. 4, 1981 |
| arrived at/transhipped at | thence to | |
| NEW ORLEANS | | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE
CELLEX REGULAR

90,000 LBS., 1,800 BAGS

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in
TOKYO OCT. 30, 1981

No. of Policies issued
TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate notice of such loss or damage has been given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

Ed.

In case of loss or damage, please refer to the "IMPORTANT" clause printed overleaf and act accordingly.

(S)

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and Peoples, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of as arranged per cent.

~~Corn~~, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED. on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

*For* THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

( S I G N E D )

AUTHORIZED SIGNATORY

4333 (81 09)

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

MON-152 561030

Assured(s), etc.
DKS INTERNATIONAL, INC.

Invoice No. MON-152

POLICY
No. 817763600

Amount insured U.S.$131,571.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| Ship or Vessel called the | at and from | Sailing on or about |
| YAMASHIN MARU | KOBE | NOV. 4, 1981 |
| arrived at/transhipped at | thence to | |
| NEW ORLEANS | | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE
CELLEX REGULAR

90,000 LBS., 1,800 BAGS

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in
TOKYO OCT. 30, 1981

No. of Policies issued
TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

Ed. ☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate notice of such loss or damage has been given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

In case of loss or damage, please refer to the "IMPORTANT" clause printed overleaf and act accordingly.

(S)

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and Peoples, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON; and so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of as arranged per cent.

~~Corn~~, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED. on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

*For* THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

( S I G N E D )

AUTHORIZED SIGNATORY

4333 (81.09)

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

1 MON-152 561030

Assured(s), etc.

DKS INTERNATIONAL, INC.

Invoice No. MON-152

POLICY No. 817763600

Amount insured U.S.$131,571.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| Ship or Vessel called the | at and from | Sailing on or about |
| YAMASHIN MARU | KOBE | NOV. 4, 1981 |
| arrived at/transhipped at | thence to | |
| NEW ORLEANS | | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE
CELLEX REGULAR

90,000 LBS., 1,800 BAGS

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in TOKYO OCT. 30, 1981

No. of Policies issued TWO

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate notice of such loss or damage has been given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

Ed.

In case of loss or damage, please refer to the "IMPORTANT" clause printed overleaf and act accordingly.

(S)

Be it known that 11 443

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at the same as Amount insured.

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~~Corn,~~ Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

*For* THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

( S I G N E D )

AUTHORIZED SIGNATORY

4333 (81.09)

PRINT FOR PURPOSES ONLY

Cost 133866.00 96%

| INVOICE DATE | NUMBER |
|---|---|
| 11/09/81 | 14595 |

| Sold To: | Shipped To: |
|---|---|
| N/L Baraid<br>P.O. Box 1675<br>Houston, Tx. 77001 | Baraid #020100<br>Jordan Rd. & Wayne Blvd.<br>New Orleans, La. |

FREIGHT PREPAID ☒ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| H7747<br>VV253950 | 10/20/81 | Yamashina Maru Voyage 8389A | | 11/5/81 | Kobe, Japan | P.O. 3848 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2350-01 | | |
| Cellex Regular 50# | 1900-01 | 1800 | 7750 | 139,500.00 | AC-160 | 2.00 | 3600.00 | | | |
| Sizes: NFCU 721452 (6) 600 Bags | | | | | | | | | | |
| TOLU 266332 (3) 600 Bags | | | | | | | | | | |
| XTRU 815253 (5) 600 Bags | | | | | | | | | | |
| NOTE: Drayage charges will be invoiced at time we receive bill from Drayage Co. | | | | | | | | | | |
| Terms: Net 15 Days from date of invoice received ~~10~~ - ~~2%~~ Rate Charged 1450 Days | | | | | | | | | | |
| TOTALS | | 1800 | | 139,500.00 | 0850-01 | | 3600.00 | 0839-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 066501 | 139,500.00 | |
| COMMISSIONS | 2246-01 | 3,600.00 | |
| ROYALTIES | 2350-01 | | |
| FREIGHT | 2360-01 | | |
| ROYALTIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | |
| | 0850-01 | | 3600.00 |
| | 1900-01 | | 139500.00 |
| | | | |
| | | | |
| | | | |
| TOTAL | | 143100.00 | 143100.00 |

BEHRING INTERNATIONAL INC./IMPORT DIVISION
1314 TEXAS AVENUE • P.O. BOX 53508 • HOUSTON, TEXAS 77052
PHONE (713) 224-7641

THIS REQUEST COVERS CASH OUTLAYS FOR YOUR ACCOUNT
PAYABLE UPON RECEIPT

TO: XMONTELLO INC.
6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
Attn: CHARLES PETRI

PLEASE PAY FROM THIS REQUEST & REFER TO REQUEST NO. cc

| MAIL REMITTANCE TO | DATE | CUSTOMER | REQUEST NO. |
|---|---|---|---|
| P.O.BOX 20029, NEW ORLEANS, LA. 70141 | 11/16/81 | | 031-5860 |
| | ENTRY DATE | ENTRY KIND AND NUMBER | |
| | | 82-204730-6 | |

| CARRIER | B/L OR AWB NUMBER | ORIGIN OR LOADPORT | DESTINATION OR ENTRY PORT |
|---|---|---|---|
| YAMASHIN MARU | J020-01471 | KOBE | NEW ORLEANS |

YOUR REFERENCE: ORDER 3848
SHIPMENT: 3 CONTAINERS (1800 BAGS) CARBOXYMETHYL CELLULOSE ETA: 11/22

| DESCRIPTION | CODE | AMOUNT |
|---|---|---|

ADVANCE REQUEST AND/OR ACKNOWLEDGMENT OF DOCUMENTS

We thank you for the documents of _____ covering the subject shipment now due as shown above. Shipment will be handled in accordance with your instructions unless otherwise noted.

ADVANCE REQUEST

This request covers each cash outlay for your account and is payable upon receipt. We must have the funds to cover before proceeding with handling.

| | | |
|---|---|---|
| Customs duty deposit | (200) | $ 10595.58 |
| Ocean freight charges. THIS MUST BE PAID BEFORE STEAMSHIP COMPANY WILL... RELEASE TO DRAYMAN FOR PICK UP. | (202) | $ ~~4981.33~~ |
| _____ | ( ) | $ _____ |
| _____ | ( ) | $ _____ |
| | TOTAL..... | $ ~~15576.91~~ |

Pay A/C 2020-01

( ) We will need the following documents in order to properly handle your shipment; _____

( ) Please advise forwarding instructions immediately: _____

( ) Miscellaneous: _____

Upon reply, please refer to our Request No. as indicated above.

PLEASE PROCESS AND PAY IMMEDIATELY : Failure to do so could result in a delay of the release of your cargo and the assessment of additional terminal charges.

BEHRING INTERNATIONAL INC./IMPORT DIVISION

BY: Carla Curry

PROCESS AND PAY IMMEDIATELY — FAILURE TO DO SO COULD RESULT IN A DELAY IN RELEASE OF THE CARGO AND IN ADDITIONAL TERMINAL EXPENSES.

ORIGINAL REQUEST

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 12/31/81 | 14800 |

| SOLD TO | SHIPPED TO |
|---|---|
| N L Baroid<br>P.O. Box 1675<br>Houston, TX 77001 | N L Baroid #020100<br>Jordan Rd. & Hayne Blvd.<br>New Orleans, LA |

TERMS: NET 30

FREIGHT: PREPAID [X] COLLECT [ ]

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| H 7747<br>W257441 | 12/9/81 | V9559A<br>Pacific Arrow | | 12/23/81 | Kobe, Japan | 3893 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Cellex Regular 50# | 1800/Bags | @ 77.50 | $139,500.00 |

Container No: SSIU - 259692 (6)
TOLU - 273048 (4)
TRIU - 210103 (4)

NOTE: Drayage charges will be invoiced when bill is received.

TERMS: Net 15 days from date invoice received.

Master

CUSTOMER ORDERS  INTL: ___  MONTELLO: X

| DATE | NUMBER |
|---|---|
| | PO 3893 |

| D TO | SHIPPED TO |
|---|---|
| NL Baroid<br>PO Box 1675<br>Houston, TX 77001 | NL Baroid  # 020100<br>Jordan Rd & Hayne Blvd<br>New Orleans, La |

MS: NET 30 – 1½% LATE CHARGE – 45 DAYS  FREIGHT: PREPAID [X] COLLECT

| STOMER ER NO. | ORDER DATE | VIA | DATE SHIPPED | SHIPPED FROM |
|---|---|---|---|---|
| # 7747<br>W25744 | 12/9/81 | Pacific Grain V 9599A | 12/23/81 | Hoke Hayne |

| CRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Celltex Regular 50# | 1800 | @ 77.50 | |

Container No: SSIU - 259692 (4)
TOLU - 773048 (4)
TRIU - 210103 (4)

Note: Drayage Charges will be Invoiced when bill is rec'd

ES REP: Pool  SALES AREA: 160  COMM RATE: 2.00

133407.72

OST ~~133776.00~~

95.6 %

Inv 14800

```
   C ??
> C NISH - 1
Selected: M/NISH - 1

> O
NUMBER: 7105993131, NEW NUMBER:
RETRIES: 3

DIALING TWX:7105993131 (*=CONNECT)
*

21

RCA GA
78102226258+

MONTELLO SAND

DEC 09 1130 652375
2226258DKSTYO J

MONTELLO SAND

ATTN:  NISHIMURA SAN

1.  PLEASE ACCEPT P.O. 3893 FOR 1800 - 50 LB BAGS CELLEX
    REGULAR AT U.S. 1.329 PER POUND CIF - NEW ORLEANS, LA.
    LOOSE BAG - 3 CONTAINERS - 600 BAGS EACH.

    DOCUMENTS TO BE PREPARED SAME AS LAST ORDERS TO BE SENT
    TO TULSA BY DHL COURIER.

2.  P.O. 3891 - 3000 BAGS MON PAC REG IN NEW BAGS AS FOLLOWS:

      1200 BAGS @ U.S. 1.515 LB  CIF - HOUSTON
      1800 BAGS @ U.S. 1.517 LB  CIF - DENVER

    PLEASE ADVISE SHIP DATE.

3.  P.O. 3892 - 3000 BAGS MON PAC REG -

    WILL ADVISE BY 18 DEC 81.

BEST REGARDS,
PETRI/MONTELLO
9 DEC 81
 QCTC

MONTELLO SAND
.....

 0002.3


GA

CNCT:00:02:46, XMIT:000678, RECV:000075, TIME: 10:32:03, DATE: 12/09/81
```

PURCHASE ORDER

# MONTELLO, INC.

6106 EAST 32nd PLACE • TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 • (24 HRS) - TWX 910-845-2396

NO 3893

THIS NUMBER MUST APPEAR ON INVOICES, B/L, BUNDLES, CASES PACKING LISTS AND CORRESPONDENCE.

DKS International, Inc.
Miki Bldg.
3-12-1 Nihombashi, Chuo-Ku
Tokyo, Japan

DATE: 12/09/81
DATE WANTED: ASAP
TERMS: Special Baroid Terms
F.O.B.: Kobe, Japan
SHIP VIA: your arrangements

SHIP TO: See below

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 1800/bags | Cellex ~~Hi Vis~~ Reg 50# bag<br>(90,000 lbs.) | @ 1.329 | $119,610.00<br>CIF New Orleans |
| | Consign to: Montello, Inc.<br>c/o Behring International, Inc.<br>P. O. Box 20029<br>New Orleans, LA 70141 | | |
| | Notify party: Behring International, Inc.<br>P. O. Box 20029<br>New Orleans, LA 70141<br>ATTN: Carla Curry<br>PH: 504+468-2800 | | |
| | Confirms TLX 0248 12/9/81 | | |
| | Do Not Duplicate | | |

BY _____
AUTHORIZED SIGNATURE

FORM 15504, REGENT FORMS, BELLMAWR, N.J. 08031

PURCHASE ORDER

# MONTELLO, INC.

6106 EAST 32nd PLACE • TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 • (24 HRS) - TWX 910-845-2396

**No 3893**

THIS NUMBER MUST APPEAR ON INVOICES, B/L, BUNDLES, CASES PACKING LISTS AND CORRESPONDENCE.

DKS International, Inc.
Miki Bldg.
3-12-1 Nihombashi, Chuo-Ku
Tokyo, Japan

DATE: 12/09/81
DATE WANTED: ASAP
TERMS: Special Baroid Terms
F.O.B.: Kobe, Japan
SHIP VIA: your arrangements

SHIP TO: See below

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 1800/bags | Cellex ~~Hi Vis~~ Regular 50# bag<br>(90,000 lbs.) | @ 1.329 | $119,610.00 |
| | | | CIF New Orleans |
| | Consign to: Montello, Inc.<br>c/o Behring International, Inc.<br>P. O. Box 20029<br>New Orleans, LA 70141 | | |
| | Notify party: Behring International, Inc.<br>P. O. Box 20029<br>New Orleans, LA 70141<br>ATTN: Carla Curry<br>PH: 504+468-2800 | | |
| | Confirms TLX 0248 12/9/81 | | |
| | Do Not Duplicate | | |

## ACKNOWLEDGMENT

PLEASE SIGN AND RETURN IMMEDIATELY

DKS INTERNATIONAL INC.

ACCEPTED BY (SIGNATURE) — BY — AUTHORIZED SIGNATURE

SHIPPING DATE PROMISED

FORM 15504, REGENT FORMS, BELLMAWR, N.J. 08031

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Tokyo, December 24, 1981

Messrs. MONTELLO, INC.
6106 East 32nd Place,
Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

Enclosed is our Invoice No. MON-162 in the amount of US$11,610.00 for our shipment of 1,800 bags. of CELLEX REGULAR to New Orleans.

Please not we have enclosed the first and third original of bill of Lading. The second original is kept here just in case.

Please pay to our acount of The Bank of Kyoto Ltd., Tokyo Branch, Tokyo. (Account No. 10009 DKS INTERNATIONAL, INC.)

Best Regards,

DKS INTERNATIONAL, INC.

Y. Nishimura

YN/em

Forwarding Agent
SENYO KOUN K.K.

B/L No.
J020-01737

Shipper
DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

Consignee
Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141

Notify party
Behring International, Inc.
P.O. Box 20029
New Orleans, LA
ATTN: Carla Curry
Phone: 504-468-2800

# Japan Line

# INTERMODAL BILL OF LADING

*Received* by Carrier for transportation by joint ocean and rail carriage to place delivery as indicated herein, the goods as mentioned herein in apparent good order and condition unless otherwise stated. The goods to be delivered at the port of discharge or place of delivery as mentioned, whichever applies.

In accepting this Bill of Lading, the shipper and consignee agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped, printed or otherwise incorporated, as fully as it signed by the shipper and consignee, any local custom or privilege to the contrary notwithstanding, and agrees that all agreements or freight engagements for and in connection with the carriage of the goods are superseded by this Bill of Lading.

In witness whereof, the undersigned, on behalf of Japan Line, Ltd., the master and the owner of the vessel, has signed the number of Bill(s) of Lading stated herein, all of this tenor and date, one of which being accomplished, the others to stand void.

(Terms of Bill of Lading continued on the back hereof)

Pre-carriage by

Place of receipt
KOBE, CY

Ocean vessel "PACIFIC ARROW" Voy. No. 9599A

Port of loading
KOBE, JAPAN

Port of discharge
LOS ANGELES

Place of delivery
NEW ORLEANS, CY

Final destination for the Merchant reference

Particulars furnished by shipper

| Container No. Seal No. | Marks and Numbers | Number of containers or packages | Kind of packages; Description of goods | Gross weight lbs | Measurement cft. |
|---|---|---|---|---|---|
| | "SHIPPER'S LOAD & COUNT" | | | M.L.B. CARGO ********** | |
| | CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>•REDUCING FILTRATION RATE.<br>•MARKING LOW SOLID MUDS.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | 3 CONTAINERS<br>(1,800 Bags) | THIRD ORIGINAL<br>Sodium Carboxymethyl Cellulose Cellex Regular<br>50 lbs. X 1,800 bags. 90,000 lbs.<br>"FREIGHT PREPAID" | 41,940 Kgs | 53.419 M3 |

| CONTAINER NO. | SEAL NO. | P'KGS |
|---|---|---|
| SSIU 259692 (6)(P) | JIC 76115 | 600 Bags |
| TOLU 273048 (4) | JIC 76109 | 600 Bags |
| TRIU 210103 (4) | JIC 76126 | 600 Bags |

RATES AS APPLIED COVER TO PLACE OF DELIVERY ONLY, FORWARDING THEREFROM TO DESTINATION AT RISK AND EXPENSE OF CARGO.

Total No. of containers or packages (in words) SAY : THREE (3) CONTAINERS ONLY.-

| Freight and charges | Revenue tons | Rate | per | Prepaid | Collect |
|---|---|---|---|---|---|
| ITEM NO.1765-00 | 53.419 | @$75.00/M3 | | $4,006.43 | |
| C.A.F. | | 11% | | $ 440.71 | |
| B.A.F. | | @$10.00 | M3 | $ 534.19 | |
| | | | | $4,981.33 | |

| Ex. Rate | Freight prepaid at | Freight payable at | Place and date of issue |
|---|---|---|---|
| @¥ | TOKYO, JAPAN | | TOKYO, JAPAN DEC 23 1981 |
| | Total prepaid in Yen | No. of original B(s)/L | Japan Line, Ltd. |
| | | THREE (3) | |

ICS

Laden on board the vessel
Date DEC 23 1981
Signature

# JAPAN LINE, LTD.

(Continued from Obverse Side)

1. In this Bill of Lading, the word "Carrier" refers to JAPAN LINE, LTD., which performs the sea carriage of the goods, to the ship, her owner, operator, demise charterer, time charterer, and any substitute carrier, and to the Railroad which performs the inland transportation of the goods within the United States, whether any of the foregoing is acting as carrier or bailee; the word "goods" means the commodities covered by this Bill of Lading; the word "custody" means when the goods are on board the ship or rail car, or in any area prior to loading or after discharging therefrom, whether at dockside, rail terminal or facility or elsewhere and wheresoever situated, or while in transit to or from terminals, yards or receiving or dispersal areas owned or leased by Carrier, provided Carrier has accepted custody of the goods by its agents, servants or independent contractors having issued a document incorporating the terms and conditions of this Bill of Lading contract which acknowledges receipt of such goods and Carrier has not made delivery of such goods as provided herein; the word "ship" includes the vessel named herein, any substitute vessel, and any craft, lighter or other means of transportation owned, chartered or operated and employed by Carrier or any substitute carrier in the transportation of the goods; the word "master" refers to the master or person in charge of any such vessel, craft, lighter or other means of transportation; the word "shipper" includes the person named as such in this Bill of Lading, the person for whose account the goods are shipped, the holder of this Bill of Lading, and the owner of the goods; the word "consignee" includes the consignee under a straight bill of lading, the holder of this Bill of Lading, the receiver and the owner of the goods; the word "charges" includes freight and all expenses and money obligations incurred with respect to the goods and payable by the goods, the shipper or consignee; the word "person" includes an individual, corporation, partnership or other entity as the case may be; the word "cargo" includes the goods; "permitted by the Interstate Commerce Commission" applies only to rail transportation within the United States and means as provided by the terms and conditions of the Uniform Domestic Straight Bill of Lading or other form of Uniform Bill of Lading adopted by the Carriers in the applicable territory or territories as prescribed or permitted by the Interstate Commerce Commission, even though such bill of lading was not, and was not intended to be, issued covering the goods; the singular includes the plural, and vice versa, as the case may be.

2. Except as otherwise provided in Clauses 25 and 26 below, this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided herein) govern throughout such time as Carrier may have custody of the goods. The shipper represents that the goods, except parcels not carried in or on containers, railroad cars, trailers and other vehicles need not be stowed under deck and expressly agrees that the goods carried in or on containers, railroad cars, trailers and other vehicles may be stowed on deck and Carrier shall not be required specially note, mark or stamp any statement of "on deck" carriage on the face of this Bill of Lading, any custom to the contrary notwithstanding. It is further expressly agreed, whether such goods are, or are stated to be, carried on deck, that such goods are deemed to be stowed under deck and the provisions of said Carriage of Goods by Sea Act shall govern with respect to said goods with the same force and effect as if said goods were actually carried under deck. Except as provided in Clause 26, the responsibility of sea and inland carrier are limited within the term Carrier as defined above for or with respect to the goods shall be limited to the transportation of said goods over each such carrier's own line while the goods are in such carrier's custody, and no such carrier shall be liable for any delay, expense, non-delivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the custody of such carrier. Whenever any terms of this Bill of Lading do not apply, the containers, railroad cars, trailers and other vehicles shall be governed by the terms and conditions of the connecting carrier's bill of lading, if any, and/or Uniform Bill of Lading as prescribed by the Interstate Commerce Commission. Nothing herein contained shall be construed as relieving or limiting any other motor, rail, air or water carrier from its obligations to Carrier or the goods for loss or damage thereto, while the goods are in the possession of such other motor, rail, air or water carrier, as carrier or bailee.

3. The scope of the voyage herein contracted for shall include the usual or customary or advertised ports of call, whether named in this contract or not, also ports in or out of the advertised, geographical, usual ordinary or intended route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The ship may call at any port for the purpose of the current voyage or of a prior or subsequent voyage and may, either before or after proceeding toward the port of discharge and for the purposes of the current or of a prior or subsequent voyage, even though two or more of such voyages may overlap, or for any purpose whatsoever that Carrier or the master may deem advisable, proceed toward, call or stop at, load or discharge cargo or passengers at, for or between, any intermediate ports or places, omit calling at any port or ports whether scheduled or not, call at the same port more than once, proceed by any route and depart from the direct, advertised, geographical, customary or intended route or order. The description of the scope of the voyage shall include any additional description written, typed, stamped or printed hereon by Carrier.
The ship may, either with or without passengers or the goods on board, and before or after proceeding toward the port of discharge, adjust compasses, go on drydock or ways, or repair vessels, shift boilers or stores, remain in port, sail without pilots, whether or not pilots are customary or available, proceed under tow, tow or assist vessels, or attempt to save life or property, whether the property be that of Carrier or others, and lie on bottom in berth, and may do any or all of such things once or more, and all the foregoing shall be deemed included, but not by way of limitation, within the contract voyage.
In case of lack of discharging facilities, or of failure to find or identify the goods at the port of discharge, or in case of the existence of any of the conditions or contingencies mentioned hereinafter, the shipper further authorizes the carriage of any part or all of the goods beyond the port of discharge and their discharge on the ship's return, or their return by any other means of transportation, whether by land, water or air, at the port of discharge and for the purposes of the Bill of Lading. Any overcarriage shall not violate any of the provisions of this Bill of Lading.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of Carrier or the master is likely to give rise to risk of capture, seizure, detention, damages, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it 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 or discharging at or leaving the port of discharge or the usual place of discharge in such port, 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 their failure to do so may warehouse the goods at the risk and expense of the goods; or 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 Carrier or the master may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or Carrier or the master may retain the goods on board until the return trip or until such time as Carrier or the master thinks advisable and discharge the goods at any place whatsoever as herein provided; or Carrier or the master may discharge and forward the goods by any means, whether by land, water or air, at the risk and expense of the goods. 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 under and performance of this contract and Carrier and the ship shall be freed from any further responsibility in respect thereof except to mail notice of the disposition of the goods direct to the shipper or consignee named in this Bill of Lading at such address as may be stated herein. For any service rendered to the goods as hereinabove provided, Carrier shall be entitled to a reasonable extra compensation.

5. Carrier, the master and the ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or of any department or agency thereof or by any person acting or purporting to act with the authority of such government or of any department or agency thereof, or by any committee or person having, under the terms of any war risk insurance on the ship, the right to give such orders or directions, and if by reason of, and in compliance with, any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and Carrier and the ship shall not be liable for any loss of or damage to or expense with respect to the goods whatsoever, arising from compliance with any such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.
In addition to all other liberties herein Carrier shall have the right to withhold delivery of, resell, reship or otherwise dispose of the goods at any place whatsoever, without notice to the shipper or consignee, in accordance with any decree, order or regulation purported to be imposed upon or exacted from Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the shipper and the consignee thereof and shall be a lien on the goods.

6. If the goods in whole or in part are shut out from the ship named herein for any cause, or if the loading of the goods customary is delayed or the ship is likely to be detained, the ship may proceed without loading or without completing the loading of the goods and notice to the shipper or the consignee of such sailing is hereby waived, and Carrier shall have the right to forward the goods under the terms of this Bill of Lading on the next available ship of this Line, or at Carrier's option by any other means of transportation, whether by land, water or air.
Another vessel may be substituted for the ship, without notice, whenever and wherever Carrier deems it desirable, whether or not the substituted vessel be owned or operated by Carrier or arrives or departs or is scheduled to arrive or depart before or after the ship.

7. In making arrangements for any substituted, transshipping or forwarding vessel or other means of transportation not operated by Carrier and in all matters whatsoever connected with transshipping and forwarding the goods, Carrier shall be considered solely as the forwarding agent of the shipper and without any other responsibility whatsoever. The carriage by substituted, transshipping or forwarding carrier and all transshipment or forwarding shall be subject to all provisions of the regular form of bill of lading, freight note, contract, or other shipping document in use at the time by such carrier, whether or not issued for the goods, even though such provisions may be less favorable to the shipper and consignee than the provisions hereof and may contain more stringent requirements as to notice of claim or commencement of suit and may validly exempt such carrier from liability for negligence, and the shipper expressly authorizes Carrier to arrange with such carrier that the lowest valuation of the goods or limitations of liability contained in such bill of lading, freight note, contract or other shipping document of such carrier shall apply, even though lower than the valuation herein provided.
Even though transshipment or forwarding of the goods be not contemplated hereby, whenever and wherever Carrier deems it desirable it may, without notice, transship the goods in whole or in part by any vessel or vessels and may, without notice, forward them in whole or in part by any means of transportation, whether by land, water or air. Carrier may delay forwarding awaiting a vessel or conveyance in its own service or with which it has established connections. Pending or during transshipment or forwarding, the goods may be stored ashore or afloat, or both, and Carrier shall not be liable in any capacity or under any circumstances whatsoever for any loss or detention of, or damage to the goods occurring after their discharge from the ship.
All risk and expense incident to making the aforesaid arrangements, all such carriage by substituted, transshipping or forwarding carrier, all transshipping or forwarding (including, but not by way of limitation, any case of interruption or abandonment of the voyage at the port of loading or elsewhere), all storage of the goods as aforesaid, and all other matters referred to in this Clause, shall be at the risk and expense of the goods.

8. The description of the goods and the particulars concerning the packages and customary freight units or shipping units stated on the face hereof are those of the shipper; and Carrier has no knowledge with respect thereto and does not, by the issuance hereof, agree that such description is correct or admit the good order and condition of the goods or of the contents of any package or customary freight unit, except as may be otherwise provided by applicable statute. The shipper shall be liable for, and shall indemnify and hold harmless Carrier and the ship against all loss, damage and expense arising or resulting from the shipper's failure to furnish to Carrier the correct weight of any package or customary freight unit, or to mark the correct weight thereon.

9. The shipper, the consignee and the goods, jointly and severally, shall be liable for, and shall indemnify and hold harmless Carrier and the ship against any payment, expense, fine, fees, duty, tax, impost, loss and damage, legal fees, expenses or disbursements howsoever caused, sustained or incurred by or levied upon Carrier or the ship in connection with the goods or by reason of having the goods on board, for any reason whatsoever including, but not by way of limitation, detention by, or any action or requirement of, any government, or governmental authority, or of any person purporting to act under the authority thereof; incorrect or insufficient marking, numbering or addressing of packages or description of the contents; failure of the shipper or the consignee to procure consular, Board of Health and any other required certificates to accompany the goods, or to supply any information required by law, or to comply with laws or regulations of any kind applicable with respect to the goods by the authorities at any port or place; any act or omission of the shipper or consignee; any claim to, or interest in, the goods of third persons, any legal proceeding, process, judgment, seizure or attempted judgment or seizure, or other proceedings whatsoever, other than for breach of this contract of carriage, in which the goods are seized or attached or sought to be seized or attached, or proceeded against, and any proceeding by way of interpleader or otherwise, which Carrier or the master may bring to determine the title to or right of possession in and to the goods.

10. If green fruits, vegetables, meats or any other kind of goods of a perishable nature are shipped hereunder, unless the shipper specifies that such goods are of a perishable nature and requests in writing at the time of delivery of such goods to Carrier that they be carried under refrigeration, ventilation or any other special care or treatment, at the rate of freight applicable thereto, and Carrier agrees by special notation hereon so to carry such goods, the shipper represents that the goods do not need, and it is agreed that Carrier will not be required to give them, any care or treatment not regularly given by Carrier to non-perishable goods and that the goods may be carried in ordinary cargo.
By reason of special characteristics of the ship required in this service, the ship is not equipped with refrigerated or specially cooled, heated, or ventilated compartments, and Carrier does not hold itself out as equipped to provide, nor does it undertake to provide refrigeration, ventilation, or heating for perishable goods or goods subject to damage by heat or cold except when such goods are shipped in containers, railroad cars, highway trailers, or other vehicles which have been provided by or approved by Carrier and subject to all the terms and conditions of Carrier's applicable tariffs.
Carrier may discharge any such goods without notice as soon as the vessel is ready, notwithstanding damage to such goods from freezing or other weather conditions, and it shall be the duty of the consignee or other person taking delivery of such goods, to provide means for protection of such goods so discharged. If delivery thereof is not taken as soon as available after landing, the same may be left on wharf or other convenient place or may be held on board and/or placed in warehouse at risk of the shipper and the consignee.
If at any stage of the transportation the goods shall be, or if in the opinion of the master or Carrier's representative any such goods shall be, diseased, injurious or offensive, or condemned or ordered destroyed by the health or other authorities, the same may be thrown overboard or destroyed without notice, before or after arrival at port of discharge and Carrier shall not be responsible therefore.

11. The ship is not equipped for the carriage of live animals, birds and fish and Carrier does not hold itself out as prepared to

12. Carrier may discharge the goods at port of discharge or at any other place as provided below, continuously, Sundays and holidays included, at all such hours by day and by night as Carrier may determine, without giving notice either of arrival or discharge, no matter what the state of the weather or custom of the port may be. If by reason of any cause not due to, nor contributed to by, fault of Carrier the ship is prevented from arriving at the regular shore installations of Carrier or is unable to use said regular shore installations, equipment and facilities of Carrier in the discharge of the goods from the ship, the consignee shall accept delivery on or to lighters or other craft or at any other place where Carrier may decide to discharge the goods.
Carrier shall not be liable in any respect because heat, refrigeration or special cooling facilities are not furnished during loading, discharge, or any part of the time that the goods are upon dock, wharf, craft or other loading or discharging place, and Carrier does not undertake to furnish such facilities. Unless the ship discharges directly to dock, wharf or shore, the consignee shall accept delivery on or to lighters or other craft. In arranging for any necessary lighters or other transportation between ship and shore, Carrier shall do so as the agent of the shipper and the consignee and at the risk and expense of the shipper, consignee and of the goods; and Carrier may demand that the consignee furnish lighters and other craft, depot, wharf or other facilities to enable the ship to discharge as soon as it is ready and as fast as the master may direct, and the shipper, consignee and the goods shall be liable for all loss and expense resulting from any detention of the ship caused by consignee's failure to comply with such demand; and all charges, dues and expenses for lighterage, use of craft, landing, sorting, watching, handling, porterage, delivery, pier, shed and other facilities and services of whatsoever nature, connected with the discharge, delivery or other disposition of the goods, shall be at the expense of the shipper, consignee and of the goods.

13. All responsibility of Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered to the consignee and at the risk and expense of the consignee when delivered to pier, dock, vessel, lighters or other craft whether of any connecting carrier or otherwise, or on public dock, or in public warehouse, or put into possession of customs or other authorities, the customs or other authorities or persons taking possession of the goods being deemed to have taken delivery thereof as agent of the shipper, consignee, and of the goods. In any other case where the goods remain in Carrier's custody after discharge from the ship, and possession thereof is not taken by the consignee before the expiration of free time allowed in Carrier's applicable tariffs they shall be considered to have been delivered to the consignee and may, at Carrier's option, and subject to Carrier's lien as provided hereinafter, be sent to store or warehouse or be permitted to lie where landed, always at the risk and expense of the shipper, consigner and of the goods. Carrier shall not be required to give any notification in writing or otherwise of arrival, discharge or disposition of the goods, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation concerning notification which may be made on the face hereof.

14. Carrier shall not be liable for failure to deliver in accordance with leading marks unless such marks shall appear on the face hereof and shall have been clearly and durably stamped or marked by the shipper, before loading, upon the goods or packages, as the case may be, in letters and numbers of any not less than two inches high, together with the name of port of discharge, and unless such letters, numbers and name shall be decipherable at port of discharge. Goods that are not be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery 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 good delivery to the extent thereof. The shipper, consignee and the goods shall be liable for all expense of mending, cooperage, baling and reconditioning thereof, and gathering of loose goods. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing any lost goods and replacing or repairing any damaged goods.

15. The freight is adjusted in consideration of all the terms and provisions of this contract, whether written, printed, pasted or stamped. Freight shall be payable, at Carrier's option, on gross cubic or weight or measurement, or gross discharge weight or measurement, or ad valorem basis, or package or customary freight unit basis. Freight may be calculated on the basis of the description of the goods, furnished by the shipper, but Carrier may at any time, weigh, measure and value the goods and open packages or customary freights units to examine contents. In case the shipper's description is found to be erroneous and additional freight is payable, the goods shall be liable for any additional freight and expense incurred in examining, weighing, measuring and valuing the goods.
Full freight and all advance charges against the goods shall be completely earned, and shall be due and payable to sea carrier on receipt of the goods by Carrier whether the freight be stated as or intended to be prepaid, or to be collectible at destination; and Carrier shall then be entitled absolutely to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatsoever, the ship or the goods, or both, lost or not lost. Full freight shall be paid whether the goods be damaged or lost, or packages or customary freight units be empty or partly empty.
All freight and charges shall be paid in full and without any offset, counterclaim or deduction, in United States currency, or (as to shipments from ports outside of the United States) at Carrier's option in its equivalent in local currency at bank demand rates of exchange on New York as of the date of payment of freight shall be due hereunder. Any error in freight or in charges or in the classification herein of the goods is subject to correction, and if on correction, the freight or charges are higher, Carrier may collect the additional amount.

16. Except where another value is permitted by the Interstate Commerce Commission (in which case such other value shall apply), if the value of the goods is $500 or less per package, or in case of goods not shipped in packages is $500 or less per customary freight unit, or is $2,500 or less per carload of goods loaded in bulk in the railway car without being packed in containers of any kind (hereinafter referred to as "bulk car shipment"), unless a higher valuation has been agreed on the conditions provided below, the agreed valuation of such goods is the market value at destination. If the value of the goods is more than $500 per package, or in case of goods not shipped in packages is more than $500 per customary freight unit, or is more than $2,500 per bulk car shipment, unless a higher valuation has been agreed on the conditions provided below, the agreed valuation of such goods is $500 per package or customary freight unit, or $2,500 per bulk car shipment as the case may be. If the nature of the goods and a value higher than the applicable valuation above has been declared in writing by the shipper on delivery of such goods to Carrier and noted on the face hereof to Carrier, and the extra freight charge incident thereto has been paid, if required, or agreed to be paid, such declared value of the goods is the agreed valuation. In the case of loss of, or damage to or in connection with the goods, the amount of damages for which Carrier may be liable, if any, shall be measured and determined on the basis of the agreed valuation, and pro rata in case of partial loss or damage. In no event shall Carrier be liable for more than the loss or damage actually sustained, nor shall it be liable for any direct or indirect loss or damage caused by delay, nor for any consequential or special damages.

17. Without waiver or limitation of any exemption from or limitation of liability afforded by law or by this Bill of Lading, neither Carrier nor any corporation owned by, subsidiary to, or associated or affiliated with Carrier shall be liable for any loss or damage wheresoever and howsoever occurring by reason of any fire whatsoever, including that occurring before loading on or after discharge from the ship, unless such fire shall have been caused by the design or neglect or by the actual fault or privity of Carrier or of such corporation, respectively. In any situation where such exemption from liability may not be permitted by law neither Carrier nor such corporation shall be liable for any such loss or damage by fire unless caused by negligence, including that imputed by law, for which Carrier or such corporation is liable, respectively.

18. Nothing in this Bill of Lading shall operate to limit or deprive Carrier of any statutory protection or exemption from, or limitations of, liability, contained in the laws of the United States, or in the laws of any other country which may be applicable.

19. If the ship 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 Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify 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 goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier. The foregoing provision shall also apply where the owners, operators, or those in charge of any ship or ships or objects are at fault in respect to a collision or contact.

20. General Average shall be adjusted, stated and settled at York or any other port or place at Carrier's option according to the York-Antwerp Rules, 1974, and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment, and in the currency selected by Carrier. The general average adjustment shall be prepared and stated by average adjusters selected by Carrier. The adjusters shall attend to the settlement and collection of the average subject to customary charges. In such adjustment all disbursements in foreign currency shall be converted into United States dollars at the rate prevailing on the dates made, and allowances for damage to goods claimed in foreign currencies shall be exchanged at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged goods.
Average agreement or bond and such security as Carrier may require as additional securities for the estimated contribution to be made by the goods and any salvage thereon and special charges incurred in respect of the goods shall be furnished by the shipper or the consignee before delivery of the goods. Such deposit shall, at the option of the Carrier, be payable in United States currency and be remitted to the adjuster pending settlement of the general average, and refunds of credit balances, if any, shall be paid in United States currency. In addition to the circumstances dealt with in the York-Antwerp Rules 1990, it is agreed that if Carrier has used reasonable diligence in the stowage of the goods and if the safe prosecution of the voyage is thereafter imperilled in consequence of the disturbance of stowage, the costs of handling, discharge, reloading and restowing cargo shall be allowed in General Average, even though the handling of cargo is not necessary for the purpose of effecting repairs to the vessel.
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 Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with 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 Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships were owned or operated by strangers.

21. As to loss of or damage to the goods occurring or presumed to have occurred during sea carriage, unless notice of loss or damage and the general nature of such loss or damage be given in writing to Carrier or its agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof hereunder, such removal shall be prima facie evidence of the delivery by Carrier of the goods as described herein. If the loss or damage is not apparent, the notice must be given within three days of the delivery.

22. As to loss of or damage to the goods occurring or presumed to have occurred during sea carriage, Carrier and the ship shall be discharged from all liability in respect of loss, damage and every claim whatsoever with respect to the goods, unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered, even though the claim is based on gross negligence, unseaworthiness, conversion, deviation of any act of Carrier or any of its agents which may have the effect of deviation or on any other grounds.

23. The shipper, the consignee and the goods shall be jointly and severally liable to Carrier for the payment of the total amount due hereunder and for the performance of the obligation of each of them hereunder; and the risk, liability and expense of the goods herein provided for shall be the risk, liabilits and expense of the shipper and the consignee, jointly and severally. Whenever any sum shall become due to Carrier hereunder for freight, charges or in any other respect whatsoever, or whenever the shipper or the consigner shall be obliged hereunder to indemnify or hold harmless Carrier or the ship against any loss, damage or expense, or to furnish bond or other security for any charges on the goods hereunder, Carrier shall have a lien on the goods therefor, which shall survive delivery, and may enforce said lien by public or private sale and without notice. The proceeds of any such sale shall be applied and the settlement of the amount due Carrier hereunder and Carrier shall not be under any liability in consequence thereof except to account for the balance, if any, of such proceeds.

24. Any other agreements or freight engagements for the shipment of the goods herein described are superseded by this Bill of Lading.
The provisions of this Bill of Lading shall be separable and if any part or provision hereof is invalid or unenforceable such circumstances shall not affect the validity or enforceability of any other part or provision hereof.
This Bill of Lading shall be construed, and the rights of the parties hereto, including consignee, assigns or any holder of this Bill of Lading taking delivery of the goods, or any other person in any way concerned herewith, shall be determined, according to the law of the United States.
If required by Carrier, this Bill of Lading, duly endorsed, must be surrendered to the agent of Carrier at the port of discharge in exchange for delivery order.
The goods carried hereunder are subject to all the terms and provisions of the tariff or tariffs on file with the Federal Maritime Commission, Interstate Commerce Commission or any other regulatory body which governs a particular portions of this carriage, and the terms of said tariff or tariffs are hereby incorporated herein as part of the terms and conditions of this Bill of Lading.

25. It is contemplated that the goods will be carried in through transportation that will include inland transportation within the United States by the Railroads and sea carriage by one or more of the other Carriers above defined. At all times when the goods are in the custody of the Railroad it shall be entitled to all the rights, privileges, liens, limitations of and exonerations from liability, immunities, rights of indemnity granted to Carrier and/or the "shipowner" hereunder, to the full extent permitted to rail carriers under the rules and regulations of the Interstate Commerce Commission and any other laws of the United States relating to rail carriers provided, however, that nothing contained in this Bill of Lading shall be deemed a surrender by any Railroad of any of its rights and immunities or an increase of any of its limitations of and exonerations from liability under said rules, regulations and laws or permitted by the Interstate Commerce Commission.

26. Subject to all rights, privileges and limitations of and exonerations from liability granted to Carrier under this Bill of Lading to the full extent permitted by applicable law, any liability for loss or damage to the goods shall be governed:
   1. When it is established in whose custody the goods were when the loss or damage to the goods occurred:
      a. During sea carriage or during carriage by inland waterways (which shall be deemed to be sea carriage), by the Carriage of Goods by Sea Act of the United States as provided in Clause 2 above;
      b. During rail transportation within the United States, as permitted by the Interstate Commerce Commission and according to the joint tariffs on file with the Federal Maritime Commission and the Interstate Commerce Commission, the sea carrier guarantees the performance of the other carriers under the joint tariffs. As to services incident to through transportation to be performed by carriers not subject to the joint tariffs or to be performed outside the United States of America, Carrier undertakes to procure as the shipper's agent such services as necessary. All such services shall be subject to the usual contracts of persons providing the services. Sea carrier guarantees the fulfillment of the obligations of such persons under the pertinent contracts.
   2. When it cannot be established in whose custody the goods were when the loss or damage occurred, it shall be conclusively presumed to have occurred during sea carriage and any liability therefor shall be governed as provided in

DKS INTERNATIONAL, INC.
Y. Nishimura

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Tokyo, December 23, 1981

Messrs. Montello, Inc.

6106 East 32nd Place

Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

We wish to inform you the shipping/~~the airway~~ schedule covering : 90,000 lbs. (1,800 bags.) of CELLEX REGULAR (Order No. 3893)

Please note the goods are being despatched by " PACIFIC ARROW " of JAPAN LINE leaving Kobe, Japan on December 23, 1981 arriving at Los Angeles (New Orleans) on or about January 4, 1982

We enclosed herewith/~~will send separately~~ copies of the relative documents as follows:

Original Bill of Lading
Invoice, Custom Invoice, Packing List
Insurance Policy and B/L copy.

We shall be glad of your advice of the good arrival of the consignment.

With our best regards,

Yours faithfully,
DKS INTERNATIONAL, INC.

Y. Nishimura

YN/em

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : INVOICE NO. MON-162

TOKYO, December 23, 1981

| Contract No. | Contracted Date | Your order No. 3893 |
|---|---|---|

Consigned to Messrs.
Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans

| Shipped per " PACIFIC ARROW " | From Kobe, Japan |
|---|---|
| To New Orleans (via Los Angeles) | |
| Sailing on or about Dec. 22, 1981 | Quantity 90,000 lbs. (1,800 bags) |
| L/C No. | |
| Issuing Bank | |
| Commodity Sodium Carboxymethyl Cellulose Cellex Regular | |

SHIPPING MARKS & NOS.
CELLEX

SODIUM CARBOXYMETHYL CELLULOSE

DRILLING MUD ADDITIVE FOR
.REDUCING FILTRATION RATE.
.MARKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Sodium Carboxymethyl Cellulose Cellex Regular<br>50 lbs. net in paper bag. X 1,800 bags. | 90,000 lbs. | | |

DKS INTERNATIONAL, INC.

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO • Telephone: Tokyo (03) 278-1487 • Cable: ICHIKOYAKU TOKYO

MON-162

Tokyo, December 23, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3893 |

Consigned to Messrs.

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141

| Shipped per | From |
|---|---|
| " PACIFIC ARROW " | Kobe, Japan |

To
New Orleans (via Los Angeles)

| Sailing on or about | Quantity |
|---|---|
| Dec. 22, 1981 | 90,000 lbs. (1,800 bags.) |
| L/C No. | |

Issuing Bank

Commodity
Sodium Carboxymethyl Cellulose Cellex Regular

SHIPPING MARKS & NOS.

CELLEX
SODIUM CARBOXYMETHYL CELLULOSE

DRILLING MUD ADDITIVE FOR
.REDUCING FILTRATION RATE.
.MAKING LOW SOLIDS MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS
MADE IN JAPAN

| Description | Unit Price | Amount |
|---|---|---|
| Commodity | per lb. | CIF New Orleans |
| Sodium Carboxymethyl Cellulose Cellex Regular — Quantity: 90,000 lbs. | US$1.329 | US$119,610.00 |

DKS INTERNATIONAL, INC.

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-162

Tokyo, December 23, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3893 |

Consigned to Messrs.

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141

| Shipped per | From |
|---|---|
| " PACIFIC ARROW " | Kobe, Japan |

To
New Orleans (via Los Angeles)

| Sailing on or about | Quantity |
|---|---|
| Dec. 22, 1981 | 90,000 lbs. (1,800 bags.) |
| L/C No. | |
| Issuing Bank | |

Commodity
Sodium Carboxymethyl Cellulose Cellex Regular

SHIPPING MARKS & NOS.

CELLEX
SODIUM CARBOXYMETHYL CELLULOSE

DRILLING MUD ADDITIVE FOR
.REDUCING FILTRATION RATE.
.MAKING LOW SOLIDS MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS
MADE IN JAPAN

| Description | Unit Price | Amount |
|---|---|---|
| Commodity | per lb. | CIF New Orleans |
| Sodium Carboxymethyl Cellulose Cellex Regular | US$1.329 | US$119,610.00 |
| 90,000 lbs. | | |

DKS INTERNATIONAL, INC.

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

1. SELLER

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

2. DOCUMENT NR.*

3. INVOICE NR. AND DATE*
MON-162, December 23, 1981

4. REFERENCES*

5. CONSIGNEE
Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141.

6. BUYER *(if other than consignee)*

7. ORIGIN OF GOODS
Japan

8. NOTIFY PARTY*
Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
PH: 504+468-2800

9. TERMS OF SALE, PAYMENT, AND DISCOUNT
D/A 15 days after Invoice arrival.

10. ADDITIONAL TRANSPORTATION INFORMATION*

11. CURRENCY USED
U.S. Dollar

12. EXCH. RATE *(if fixed or agreed)*

13. DATE ORDER ACCEPTED
Dec.9, '81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | | | per lb. | | |
| | | | | | CIF New Orleans | |
| | 1,800 bags. | Sodium Carboxymethyl Cellulose Cellex Regular | 90,000 lbs. | 1.25 | 1.329 | US$119,610.00 |
| CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE.<br>.MAKING LOW SOLIDS MUDS.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | | | | | | |

21. ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

27. DECLARATION OF SELLER/SHIPPER (OR AGENT)

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

| | |
|---|---|
| 22. PACKING COSTS | US$24.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$4,981.33 |
| 24. DOMESTIC FREIGHT CHARGES | US$900.00 |
| 25. INSURANCE COSTS | US$624.96 |
| 26. OTHER COST *(Specify Below)* | US$450.00 |

28. THIS SPACE FOR CONTINUING ANSWERS

Other costs: Forwarding and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form 5515(12-20-76)

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

1. SELLER

DKS INTERNATIONAL, INC.
3-13-1, Nihombashi, Chuo-ku
Tokyo, Japan

2. DOCUMENT NR.*

3. INVOICE NR. AND DATE*
MKN-162, December 23, 1981

4. REFERENCES*

5. CONSIGNEE
Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141.

6. BUYER *(if other than consignee)*

7. ORIGIN OF GOODS
Japan

8. NOTIFY PARTY*
Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
PH: 504-468-2800

9. TERMS OF SALE, PAYMENT, AND DISCOUNT
D/A 15 days after Invoice arrival.

10. ADDITIONAL TRANSPORTATION INFORMATION*

11. CURRENCY USED
U.S. Dollar

12. EXCH. RATE *(if fixed or agreed)*

13. DATE ORDER ACCEPTED
Dec. 9, '81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | | | per lb. | | |
| | | | | | CIF New Orleans | |
| | 1,800 bags. | Sodium Carboxymethyl Cellulose Cellex Regular | 90,000 lbs. | | 1.329 | US$119,610.00 |
| | | | | 1.25 | | |
| CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE.<br>.MAKING LOW SOLIDS MUDS.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | | | | | | |

21. ☐ If the production of these goods involved furnishing goods or services to the seller *(e.g., assists such as dies, molds, tools, engineering work)* and the value is not included in the invoice price, check box (21) and explain below.

| | |
|---|---|
| 22. PACKING COSTS | US$24.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$4,981.33 |
| 24. DOMESTIC FREIGHT CHARGES | US$900.00 |
| 25. INSURANCE COSTS | US$624.96 |
| 26. OTHER COST *(Specify Below)* | US$450.00 |

27. DECLARATION OF SELLER/SHIPPER (OR AGENT)

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

28. THIS SPACE FOR CONTINUING ANSWERS

Other costs: Forwarding and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form 5515(12-20-76)

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

**1. SELLER**

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

**2. DOCUMENT NR.***

**3. INVOICE NR. AND DATE***
MON-162, December 23, 1981

**4. REFERENCES***

**5. CONSIGNEE**

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141.

**6. BUYER** *(if other than consignee)*

**7. ORIGIN OF GOODS**
Japan

**8. NOTIFY PARTY***

Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
PH: 504+468-2800

**9. TERMS OF SALE, PAYMENT, AND DISCOUNT**

D/A 15 days after Invoice arrival.

**10. ADDITIONAL TRANSPORTATION INFORMATION***

**11. CURRENCY USED**
U.S. Dollar

**12. EXCH. RATE** *(if fixed or agreed)*

**13. DATE ORDER ACCEPTED**
Dec.9, '81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | | | per lb. | | |
| | | | | | CIF New Orleans | |
| | 1,800 bags. | Sodium Carboxymethyl Cellulose Cellex Regular | 90,000 lbs. | 1.25 | 1.329 | US$119,610.00 |
| CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE.<br>.MAKING LOW SOLIDS MUDS.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | | | | | | |

21. ☐ If the production of these goods involved furnishing goods or services to the seller *(e.g., assists such as dies, molds, tools, engineering work)* and the value is not included in the invoice price, check box (21) and explain below.

**27. DECLARATION OF SELLER/SHIPPER (OR AGENT)**

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

| | |
|---|---|
| 22. PACKING COSTS | US$24.00 ~~US$X~~ |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$4,981.33 |
| 24. DOMESTIC FREIGHT CHARGES | US$900.00 |
| 25. INSURANCE COSTS | US$624.96 |
| 26. OTHER COST *(Specify Below)* | US$450.00 |

**28. THIS SPACE FOR CONTINUING ANSWERS**

Other costs: Forwarding and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form **5515(12-20-76)**

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

**1. SELLER**

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

**2. DOCUMENT NR.***

**3. INVOICE NR. AND DATE***

MM-162, December 23, 1981

**4. REFERENCES***

**5. CONSIGNEE**

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141.

**6. BUYER** *(if other than consignee)*

**7. ORIGIN OF GOODS**

Japan

**8. NOTIFY PARTY***

Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
PH: 504-468-2800

**9. TERMS OF SALE, PAYMENT, AND DISCOUNT**

D/A 15 days after Invoice arrival.

**10. ADDITIONAL TRANSPORTATION INFORMATION***

**11. CURRENCY USED**

U.S. Dollar

**12. EXCH. RATE** *(if fixed or agreed)*

**13. DATE ORDER ACCEPTED**

Dec. 9, '81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | | | per lb. | | |
| | | | | | CIF New Orleans | |
| | 1,800 bags. | Sodium Carboxymethyl Cellulose Cellex Regular | 90,000 lbs. | 1.25 | 1.329 | US$119,610.00 |
| CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE.<br>.MAKING LOW SOLIDS MUDS.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | | | | | | |

21. ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

| | |
|---|---|
| 22. PACKING COSTS | US$24.00 INCL |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$4,981.33 |
| 24. DOMESTIC FREIGHT CHARGES | US$900.00 |
| 25. INSURANCE COSTS | US$624.96 |
| 26. OTHER COST *(Specify Below)* | US$450.00 |

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I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

**28. THIS SPACE FOR CONTINUING ANSWERS**

Other costs: Forwarding and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form **5515(12-20-76)**

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE : 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS : YASUDAFIRE TOKYO)
ESTABLISHED 1887

JM-162

**ORIGINAL**

0,200 円紙税

京橋EA300

Assured(s), etc.

DKS INTERNATIONAL, INC.

Invoice No. NON-162

POLICY No. 817864473

Amount insured U.S.$131,571.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| PACIFIC ARROW | KOBE | DEC. 22, 1981 |
| arrived at/transhipped at | thence to | |
| NEW ORLEANS<br>VIA LOS ANGELES | | |

Goods and Merchandises

SODIUM CARBOXYMETHYL
CELLULOSE CELLEX REGULAR

90,000 LBS. (1,800 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in TOKYO DEC. 18, 1981

No. of Policies issued TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate notice of such loss or damage has been given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

*Ed.*

(S) In case of loss or damage, please refer to the "IMPORTANT" clause printed overleaf and act accordingly.

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above* upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above* whereof is Master for this present Voyage or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above* and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of as arranged per cent.

∵ Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the **Undersigned** of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

*For* THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

AUTHORIZED SIGNATORY

4330 (81.10)

1/1/63

# INSTITUTE CARGO CLAUSES

1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery — Transit Clause (incorporating Warehouse to Warehouse Clause)

to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

or to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(a) for storage other than in the ordinary course of transit

or

(b) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge

whichever shall first occur.

If after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.

2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either — Termination of Adventure Clause

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or (b) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

3. Including transit by craft, raft or lighter to or from the vessel. Each craft, raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lighteremen from liability. — Craft, &c Clause

4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage. — Change of Voyage Clause

5. See below.

6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival. — Constructive Total Loss Clause

7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment. — G. A. Clause

8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted. — Seaworthiness Admitted Clause

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. — Bailee Clause

10. This insurance shall not inure to the benefit of the carriers or other bailee. — Not to Insure Clause

11. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. — Both to Blame Collision Clause

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

~~12. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not, but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (independently of the nature of the voyage or service which the vessel concerned or any one of them may be employed in) by a hostile act by or against a belligerent power.~~ — F. C. & S. Clause

~~Should Clause No. 12 be deleted, the relevant Institute War Clauses shall be deemed to form part of this insurance.~~ — F. S. R. & C. C. Clause

~~(a) caused by strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions,~~

~~(b) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.~~

~~Should Clause No. 13 be deleted, the relevant Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.~~

14. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

Applying to interest declared All Risks on the front of this Policy

15. This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Claims recoverable hereunder shall be payable irrespective of percentage. — All Risks Clause

Applying to interest declared W. A. on the front of this Policy

15. Warranted free from average under the percentage specified on the policy, unless general or the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any goods lost which may be totally lost on loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (not excluded) other than water, or to discharge of cargo at a port of distress. — Average Clause

This Clause shall operate during the whole period covered by the policy.

Applying to interest declared I. P. A. on the front of this Policy

15. Warranted free from Particular Average unless the vessel or craft be stranded, sunk or burnt but notwithstanding this warranty the Underwriters are to pay the insured value of any package or packages which may be totally lost on loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (not excluded) other than water, or to discharge of cargo at a port of distress, also to pay special charges for landing wages, housing and forwarding of insured at an intermediate port of call or refuge for which Underwriters would be liable under the standard form of English Marine Policy with the Institute Cargo Clauses (W. A.) attached. — I. P. A. Clause

This Clause shall operate during the whole period covered by the policy.

NOTE — It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

1/1/34

## INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine caused by a risk insured hereunder, the recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, excluding all other charges unless the full duty is included as the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

## LABEL CLAUSE

In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to provide the cost of new labels and replacing the goods, provided the damage will have prevented his claim under the terms of this Policy.

The following Institute Theft, Pilferage and Non-Delivery Clause shall be applied, when these risks are expressly covered.

16/7/28

## INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY (INSURED VALUE) CLAUSE

(A) It is hereby agreed that this Policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Underwriters' Agents within 10 days of the expiry of risk under the Policy.

(B) It is hereby agreed that this Policy covers the risk of Non-Delivery of an entire package for which the liability of the Shipowners or other Carriers is limited, reduced or negatived by the Contract of Carriage, by reason of the value of the goods.

Underwriters to be entitled to any amount recovered from the Carriers or others in respect of such losses (less cost of recovery, if any) up to the amount paid by them in respect of the loss.

The following Duty Clause shall be applied, when duty is insured by this Policy.

1/3/60

## DUTY CLAUSE

To pay partial loss assessed on duty imposed on the goods insured hereunder, by reason of the perils insured against, but subject to the policy terms as to average, also to pay total loss if the goods are totally lost or accidentally lost or destroyed within the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual loss of duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter.

The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, and in case of any reduction in duty the amount so reduced shall be deducted in settling any loss for which this Company may be liable.

1/6/57

## INSTITUTE DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy,

and

(2) the grant of loss is accompanied either by a licence, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a licence, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government,

and

(3) the route by which the drugs were conveyed was usual and customary.

## IMPORTANT

## PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

## LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Containers, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

NOTE: — The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

## INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Request obtained from this Company's Office or Agents specified in this Policy.

## DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable —

1. Original policy of insurance
2. Original or certified copy of shipping invoices, together with shipping specification and/or weight notes
3. Original or certified copy of Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage
5. Landing account and weight notes at port of discharge and final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

## IMPORTANT

No claim for loss caused by theft &/or pilferage shall be paid hereunder unless notice of survey has been given to this Company's Agents specified in this Policy within 30 days of the expiry of this insurance.

1/1/63

# INSTITUTE WAR CLAUSES

## (including on-carriage by Air)

1. This insurance covers

1.1 the risks excluded from the Standard Form of English Marine Policy by the clause "Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved thereon, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

1.2 loss of or damage to the interest insured caused by

1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom

1.2.2 mines, torpedoes, bombs or other engines of war

1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

2. This insurance excludes

2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detainments of Kings, Princes, Peoples, Governments or persons attempting to usurp power.

2.2 loss, damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radio active force or matter.

2.3 loss or damage covered by the Standard Form of English Marine Policy with the Free of Capture etc. Clause (as quoted in 1.1 above) inserted thereon.

2.4 loss or damage proximately caused by delay, inherent vice or loss of market, or any claim for expenses arising from delay, except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules.

3. Claims recoverable shall be payable irrespective of percentage.

4. This insurance, except for the risks of mines and delayed torpedoes, floating or submerged, referred to in Clause 5 below,

4.1 attaches only as the interest insured and as to any part as that part is loaded on afloat craft or vessel and

4.2 terminates, subject to 4.3 and 4.4 below, either as the interest and as to any part as that part is discharged from an overseas vessel at the final port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,

whichever shall first occur,

nevertheless, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance

4.3 reattaches when, without having discharged the interest at the final port or place of discharge, the vessel sails therefrom, and

4.4 terminates, subject to 4.3 and 4.6 below, either as the interest and as to any part as that part is thereafter discharged from the vessel at the final or substituted port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,

whichever shall first occur.

4.5 If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the interest for on-carriage by another overseas vessel or by an aircraft, such insurance terminates on expiry of 15 days counting from midnight of the day of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or the aircraft. During the period of 15 days such insurance remains in force after discharge only whilst the interest and as to any part as that part is at such intermediate port or place of discharge. If the insurance reattaches

4.5.1 through on-carriage by another overseas vessel, it thereafter terminates in accordance with 4.2, or

4.5.2 through on-carriage by an aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

4.6 If the voyage by sea in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2. If the interest is subsequently reshipped to the original or any other destination, then, *provided notice is given to the underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches

4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or an aircraft for the voyage,

4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge,

thereafter such insurance terminates in accordance with 4.4 or 4.5.2.

(For the purpose of Clause 4

"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority's area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge.)

5. The insurance against the risks of mines and delayed torpedoes, floating or submerged,

5.1 attaches as the interest and as to any part as that part is loaded on vessel or craft prior to sailing from the warehouse or place of storage at the place named in the insurance for the commencement of the transit and

5.2 terminates either

5.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters,

or,

5.2.2 when, before the interest is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters, the voyage or transit in the contract of carriage is terminated at a port or place other than the destination agreed thereto, nevertheless, *subject to prompt notice to the Underwriters and to an additional premium if required*, such insurance reattaches, and thereafter terminates either

5.2.2.1 as the interest and as to any part as that part is discharged from vessel or craft prior to sale and delivered at such port or place

or

5.2.2.2 unless otherwise specially agreed by the Underwriters, on the expiry of 60 days whilst afloat after completion of discharge overside of the interest from an overseas vessel at such port or place,

whichever shall first occur.

If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance remains in force while such voyage involves a sea passage by that vessel) and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination or, if there be a change of voyage agreed to by the Underwriters, at a substituted destination in the event of a change of voyage agreed to by the Underwriters.

(For the purpose of Clause 4 and Clause 5

"overseas vessel" shall be deemed to mean a vessel carrying the interest from one port or place to another.)

6. Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2, 4 or 5 shall, to the extent of such inconsistency, be null and void.

7. *Subject to prompt notice to the Underwriters and to an additional premium*, the interest is held covered within the provisions of this clause in the case of

7.1 change of or deviation from the voyage,

7.2 variation of the adventure by reason of the exercise of any liberty granted to the shipowners or charterer under the contract of affreightment.

8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

1/1/63

## INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES

1. This insurance covers loss of or damage to the property hereby insured caused by

1.1 strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions,

1.2 persons acting maliciously.

2. Warranted free of

2.1 loss or damage proximately caused by

2.1.1 delay, inherent vice or nature of the property hereby insured,

2.1.2 the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion,

2.2 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules, 1974,

2.3 loss or damage caused by hostilities, warlike operations, civil war, or by revolution, rebellion, insurrection or civil strife arising therefrom.

3. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

4. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above, then, subject to prompt notice being given to Underwriters and to an additional premium, if required, this insurance shall remain in force until either

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or (b) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

5. General Average and Salvage Charges payable subject to the terms of these clauses according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.

6. Claims for loss or damage under the terms of these clauses shall be payable without reference to conditions of average.

7. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

NOTE. — It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

## CO-INSURANCE CLAUSE (so far as applicable)

DKS INTERNATIONAL INC.
Nishimura

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

NON-162 **DUPLICATE** 561218

Assured(s), etc.

DKS INTERNATIONAL, INC.

Invoice No. NON-162

POLICY
No. 817864473

Amount insured U.S.$131,571.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| PACIFIC ARROW | KOBE | DEC. 22, 1981 |
| arrived at/transhipped at | thence to | |
| NEW ORLEANS<br>VIA LOS ANGELES | | |

Goods and Merchandises

SODIUM CARLOXYMETHYL
CELLULOSE CELLEX REGULAR

90,000 LBS. (1,800 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in
TOKYO DEC. 18, 1981

No. of Policies issued
TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate

Ed.

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

∵ Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

*For* THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

1/1/63

# INSTITUTE CARGO CLAUSES

1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

Transit Clause (incorporating Warehouse to Warehouse Clause)

If after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance while remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delays beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.

2 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or (b) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

Termination of Adventure Clause

3 Including transit by craft, raft or lighter to or from the vessel. Each craft, raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.

Craft, &c Clause

4 Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

Change of Voyage Clause

5 See below.

6 No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival.

Constructive Total Loss Clause

7 General Average and Salvage Charges payable according to Foreign Statement or to York Antwerp Rules if in accordance with the contract of affreightment.

G. A. Clause

8 The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted.

Seaworthiness Admitted Clause

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

9 It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

Bailee Clause

10 This insurance shall not inure to the benefit of the carriers or other bailee.

Not to Inure Clause

11 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder.

Both to Blame Collision" Clause

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

~~12 Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not, but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or ice of any kind, and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved thereon, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.~~

I C & S Clause

~~Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.~~

~~Should Clause No. 12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.~~

~~Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.~~

~~14 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.~~

Reasonable Despatch Clause

*Applying to interest declared All Risks on the front of the Policy*

5 This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured. Claims recoverable hereunder shall be payable irrespective of percentage.

All Risks Clause

*Applying to interest declared W.A. on the front of the Policy*

5 Warranted free from average under the percentage specified on the policy, unless general or the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package which may be totally lost or lost on loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance, with any external substance (not excluded) other than water, or to discharge of cargo at a port of distress.

Average Clause

This Clause shall operate during the whole period covered by the policy.

*Applying to interest declared F.P.A. on the front of the Policy*

5 Warranted free from Particular Average unless the vessel or craft be stranded, sunk, or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package or packages which may be totally lost or lost on loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (not excluded) other than water or to discharge of cargo at a port of distress, also to pay special charges for the landing, warehousing and forwarding of insured at an intermediate port of call or refuge, for which Underwriters would be liable under the standard form of English Marine Policy with the Institute Cargo Clauses (F.P.A.) attached.

F.P.A. Clause

This Clause shall operate during the whole period covered by the policy.

NOTE.—It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

1/1/34

## INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine caused by a peril insured against, the liability of Underwriters shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, but in any case not more than the sum insured in which case loss, if any, sustained by payment of additional duty shall be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

## LABEL CLAUSE

In case of damage from perils insured against all claims (whether such claims be for labour or materials or both) for loss of or damage to labels, tins or packages, and for removing, cost of new labels and relabelling the goods, provided the damage will have amounted to a claim under the terms of the policy.

The following Institute Theft, Pilferage and Non-Delivery Clause shall be applied, when these risks are expressly covered by this Policy.

1/6/57/58

## INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY (INSURED VALUE) CLAUSE

(A) It is hereby agreed that this Policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss or damage hereby insured unless notice of survey has been given to Underwriters' Agents within 10 days of the expiry of risk under the Policy.

(B) It is hereby agreed that this Policy covers the risk of Non-Delivery of an entire package (but which the liability of the Shipowners or other Carrier is limited) reduced if required by the Carrier to the value of the goods.

Underwriters to be entitled to any amount recovered from the Carriers or others in respect of such losses (less cost of recovery, if any) up to the amount paid by them in respect of the loss.

The following Duty Clause shall be applied, when duty is insured by this Policy.

1/3/69

## DUTY CLAUSE

In any partial loss sustained on duty imposed on the goods insured hereunder, by reason of the perils insured against, but subject to the policy terms as to average, also to pay total loss if the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder, according to the relevant regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual loss of duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter.

The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, and in case of any requisition in duty, the amount so required shall be deducted in settling any loss for which this Company may be liable.

1/5/57

## INSTITUTE DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy

and

(2) the proof of loss is accompanied either by a licence, certificate or authorisation issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a licence, certificate or authorisation issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government;

and

(3) the route by which the drugs were conveyed was usual and customary.

## IMPORTANT

## PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

## LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.
   If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

**NOTE – The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.**

## INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

## DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:

1. Original policy of insurance.
2. Original or certified copy of shipping invoices, together with shipping specification and/or weight notes.
3. Original or certified copy of Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at port of discharge and final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

## IMPORTANT

No claim for loss caused by theft & /or pilferage shall be paid hereunder unless notice of survey has been given to this Company's Agents specified in

1/3/80

# INSTITUTE WAR CLAUSES

**(including on-carriage by Air)**

1. **This insurance covers**

1.1 the risks excluded from the Standard Form of English Marine Policy by the clause "Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not" but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

1.2 loss of or damage to the interest insured caused by

1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom

1.2.2 mines, torpedoes, bombs or other engines of war.

1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

2. **This insurance excludes**

2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detainments of Kings, Princes, Peoples Usurpers or persons attempting to usurp power.

2.2 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2.3 loss or damage proximately caused by delay (whether by reason of market, or any claim for expenses arising from delay except such expenses of a sold between parties in principle in English law and practice under York-Antwerp Rules).

2.4 loss or damage proximately caused by delay (whether by reason of market, or any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules).

3. Claims recoverable shall be payable irrespective of percentage.

4. This insurance, except for the risks of mines and derelict torpedoes, floating or submerged, referred to in Clause 5 below,

4.1 attaches only as the interest insured and as to any part as that part is loaded on an overseas vessel or craft

4.2 terminates, subject to 4.3 and 4.6 below, either as the interest (and as to any part as that part is discharged from an overseas vessel at the final port or place of discharge)

or

on expiry of 15 days counting from midnight of the day of arrival at the vessel at the final port or place of discharge

whichever shall first occur,

nevertheless

*subject to prompt notice to the Underwriters and to an additional premium, such insurance*

4.3 reattaches when, without having discharged, the interest at the final port or place of discharge, the vessel sails thereform, and

4.4 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,

whichever shall first occur.

4.5 If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the interest for on-carriage by another overseas vessel or by an aircraft, such insurance terminates on expiry of 15 days counting from midnight of the day of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or the aircraft. During the period of 15 days such insurance remains in force after discharge only whilst the interest and as to any part as that part is at such intermediate port or place of discharge. If the insurance reattaches

4.5.1 through on-carriage by another overseas vessel, it thereafter terminates in accordance with 4.2, or 4.4

4.5.2 through on-carriage by an aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

4.6 If the voyage by sea in the contract of carriage is terminated at a port or place other than the destination agreed thereon, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2. If the interest is subsequently reshipped to the original or any other destination, then, *provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches

4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or an aircraft for the voyage,

4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge,

thereafter such insurance terminates in accordance with 4.4 or 4.5.2.

(For the purpose of Clause 4

"arrives at" shall be deemed to mean that the vessel is moored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrives at is deemed to have occurred when the vessel first anchors, moors or otherwise secures or is ordered or is off the intended port or place of discharge.)

5. The insurance against the risks of mines and derelict torpedoes, floating or submerged,

5.1 attaches as the interest and as to any part as that part is first loaded on vessel or craft after such interest leaves the warehouse or place of storage at the place named in the insurance for the commencement of the transit and

terminates either

5.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters,

or,

5.2.2 when, before the interest is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters, the voyage on transit in the contract of carriage is terminated at a port or place other than the destination agreed thereon, *provided such port or place is notified to the Underwriters and an additional premium if required, such terminated reattaches, and then after terminates either*

5.2.2.1 as the interest and as to any part as that part is discharged from vessel or craft prior to sale and delivery at such port or place

or,

5.2.2.2 unless otherwise specially agreed by the Underwriters, on the expiry of 60 days whilst afloat after completion of discharge overside of the interest from an overseas vessel at such port or place,

whichever shall first occur

If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance remains in force until terminated as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters.

(For the purpose of Clause 4 and Clause 5

"overseas vessel" shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel.)

6. **Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2, 4 or 5 shall, to the extent of such inconsistency, be null and void.**

7. *Subject to prompt notice to the Underwriters and to an additional premium*, the interest is held covered within the provisions of these clauses in the case of

7.1 change of or deviation from the voyage

7.2 variation of the adventure by reason of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment.

8. **It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

1/1/76

## INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES

1 This insurance covers loss of or damage to the property hereby insured caused by

(a) strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,

(b) persons acting maliciously.

2 Warranted free of

(a) loss or damage proximately caused by

(a.a) delay, inherent vice or nature of the property hereby insured,

(b.b) the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion,

(a.c) any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules, 1974;

(a.d) loss or damage caused by hostilities warlike operations civil war, or by revolution rebellion insurrection or civil strife arising therefrom.

3 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

If after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance while remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delays beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

4 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required this insurance shall remain in force until either

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at such port or place whichever shall first occur,

or (b) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

5 General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.

6 Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.

7 Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

8 **It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

NOTE.—It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

## CO-INSURANCE CLAUSE (so far as applicable)

DAS INTERNATIONAL INC.
Y. Nishimura

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

1 MON-162 561218

Assured(s), etc.
DKS INTERNATIONAL, INC.

Invoice No. MON-162

POLICY
No. 817864473

Amount insured U.S.$131,571.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| PACIFIC ARROW | KOBE | DEC. 22, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS<br>VIA LOS ANGELES | | |

Goods and Merchandises

SODIUM CARBOXYMETHYL
CELLULOSE CELLEX REGULAR

90,000 LBS. (1,800 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

54 26 7634

Marks & Numbers as per Invoice No. specified above.

Place & Date signed in
TOKYO DEC. 18, 1981

No. of Policies issued
TWO

11 443

(1) *Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

(2) *Warranted free of loss or damage*

(a) *caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

(b) *resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no Acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a Waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

~~Corn~~, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED. on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above.*

THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

TOKYO PURPOSES

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

NON-162 561218

Assured(s), etc.
DKS INTERNATIONAL, INC.

Invoice No. NON-162

POLICY
No. 817864473

Amount insured U.S.$131,571.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| PACIFIC ARROW | KOBE | DEC. 22, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS<br>VIA LOS ANGELES | | |

Goods and Merchandises

SODIUM CARLOXYMETHYL
CELLULOSE CELLEX REGULAR

90,000 LBS. (1,800 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

54 26 7634

Marks & Numbers as per Invoice No. specified above.

Place & Date signed in
TOKYO DEC. 18, 1981

No. of Policies issued
TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no Acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON, and so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

* Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the **Undersigned** of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED. on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above.*

THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED.

CUSTOMS PURPOSES ONLY

Cost 133407.72 956%

| INVOICE DATE | INVOICE NUMBER |
|---|---|
| 12/31/81 | 14800 |

| SALES JOURNAL RECAP | | | |
|---|---|---|---|
| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
| ACCOUNTS REC | 06650-01 | 139,500.00 | |
| COMMISSIONS | 2248-01 | 3600.00 | |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2660-01 | | |
| ROYALTIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | ~~0839-01~~ 0850-01 | | 3600.00 |
| | 1800-01 | | 139500.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | 143,100.00 | 143,100.00 |

| SOLD TO: | SHIPPED TO: |
|---|---|
| N L Baroid<br>P.O. Box 1675<br>Houston, Texas 77001 | N L Baroid #020100<br>Jordan Rd. + Hayne Blvd.<br>New Orleans, La. |

FREIGHT PREPAID ☒ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| H 7747<br>VV 257441 | 12/9/81 | Pacific Arrow V9559A | | 12/23/81 | Kobe, Japan | 3893 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2248-01 | | | 2250-01 | | |
| Cellex Regular 50# | 1800-01 | 1800 | 77.50 | 139,500.00 | AC-160 | 2.00 | 3600.00 | | | |
| Containers No: SSIU-239692 (6)<br>TOLU-273048 (4)<br>TRIU-210103 (4) | | | | | | | | | | |
| NOTE: Drayage charges will be invoiced when bill is received. | | | | | | | | | | |
| Terms: Net 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | 1800 | | 139,500.00 | 0850-01 | | 3600.00 | 0839-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

Montello
6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

December 31, 1981

Ms. Carla Curry
Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141

Dear Carla,

Enclosed are the documents for 1800 bags Cellex Regular. Duty to be paid on entries after January 1, 1982 is now 8.8% less ocean freight and insurance. Please notify Baroid, New Orleans as usual. This is Baroid order no. VV257441. Please call and let me know when you receive the documents.

Happy New Year,

MONTELLO, INC.

Charles F. Petri

CFP/klj
Encl: as stated

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Tokyo, December 15, 1981

Messrs. Montello, Inc.

6106 East 32nd Place

Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

We wish to inform you the shipping/~~the airway~~ schedule covering: 90,000 lbs. (1,800 bags) of Cellex Regular (Order No. 3893)

Please note the goods are being despatched by " PACIFIC ARROW " of ~~XXXXXXXXXXXXXXXXXX~~ JAPAN LINE leaving Kobe, Japan on Dec. 22, 1981 arriving at Los Angeles (New Orleans) or about January 4, 1982

We enclosed herewith/~~XXXX send separately~~ copies of the relative documents as follows:

Two copies of Invoice and Packing List.

We shall be glad of your advice of the good arrival of the consignment.

With our best regards,

Yours faithfully,
DKS INTERNATIONAL, INC.

Y. Nishimura

YN/em

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-162

Tokyo, December 15, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3893 |

Consigned to Messrs.

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141

| Shipped per | From |
|---|---|
| " PACIFIC ARROW " | Kobe, Japan |

To
New Orleans (via Los Angeles)

| Sailing on or about | Quantity |
|---|---|
| Dec. 22, 1981 | 90,000 lbs. (1,800 bags.) |
| L/C No. | |

Issuing Bank

Commodity
Sodium Carboxymethyl Cellulose Cellex Regular

SHIPPING MARKS & NOS.

CELLEX
SODIUM CARBOXYMETHYL CELLULOSE

DRILLING MUD ADDITIVE FOR
.REDUCING FILTRATION RATE.
.MAKING LOW SOLIDS MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS
MADE IN JAPAN

| Description | Unit Price | Amount |
|---|---|---|
| Commodity / Quantity | per lb. | CIF New Orleans |
| Sodium Carboxymethyl Cellulose Cellex Regular — 90,000 lbs. | US$1.329 | US$119,610.00 |

DKS INTERNATIONAL, INC.

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-162

Tokyo, December 15, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3893 |

Consigned to Messrs.

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141

| Shipped per | From |
|---|---|
| " PACIFIC ARROW " | Kobe, Japan |

To
New Orleans (via Los Angeles)

| Sailing on or about | Quantity |
|---|---|
| Dec. 22, 1981 | 90,000 lbs. (1,800 bags.) |
| L/C No. | |

Issuing Bank

Commodity
Sodium Carboxymethyl Cellulose Cellex Regular

SHIPPING MARKS & NOS.

CELLEX
SODIUM CARBOXYMETHYL CELLULOSE

DRILLING MUD ADDITIVE FOR
.REDUCING FILTRATION RATE.
.MAKING LOW SOLIDS MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS
MADE IN JAPAN

| Description | Unit Price | Amount |
|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Sodium Carboxymethyl Cellulose Cellex Regular | 90,000 lbs. ========== | US$1.329 | US$119,610.00 ========== |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : **INVOICE NO.** MON-162 **TOKYO,** December 15, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3893 |

Consigned to Messrs.
Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans

| Shipped per | From |
|---|---|
| " PACIFIC ARROW " | Kobe, Japan |

To
New Orleans (via Los Angeles)

| Sailing on or about | Quantity |
|---|---|
| Dec. 22, 1981 | 90,000 lbs. (1,800 bags) |
| L/C No. | |

Issuing Bank

Commodity
Sodium Carboxymethyl Cellulose Cellex Regular

SHIPPING MARKS & NOS.

CELLEX

SODIUM CARBOXYMETHYL CELLULOSE

DRILLING MUD ADDITIVE FOR
.REDUCING FILTRATION RATE.
.MARKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Sodium Carboxymethyl Cellulose Cellex Regular<br>50 lbs. net in paper bag. X 1,800 bags. | 90,000 lbs. | | |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : **INVOICE NO.** MON-162

**TOKYO,** December 15, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3893 |

Consigned to Messrs.
Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans

| Shipped per | From |
|---|---|
| " PACIFIC ARROW " | Kobe, Japan |

To
New Orleans (via Los Angeles)

| Sailing on or about | Quantity |
|---|---|
| Dec. 22, 1981 | 90,000 lbs. (1,800 bags) |
| L/C No. | |

Issuing Bank

Commodity
Sodium Carboxymethyl Cellulose Cellex Regular

SHIPPING MARKS & NOS.

CELLEX

SODIUM CARBOXYMETHYL CELLULOSE

DRILLING MUD ADDITIVE FOR
.REDUCING FILTRATION RATE.
.MARKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Sodium Carboxymethyl Cellulose Cellex Regular<br>50 lbs. net in paper bag. X 1,800 bags. | 90,000 lbs. | | |

DKS INTERNATIONAL, INC.

fo-3893 12/9/81

VV 259441
1800 Kelly Rey @ 77 50

New orleans.

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
   - ☑ Show to whom and date delivered..... ¢
   - ☐ Show to whom, date and address of delivery... ¢
   - ☐ RESTRICTED DELIVERY
     Show to whom and date delivered..... ¢
   - ☐ RESTRICTED DELIVERY.
     Show to whom, date, and address of delivery.$

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Ms. Carla Curry
Behring International, INc.
P.O. Box 20029
New Orleans, LA 70141

3. ARTICLE DESCRIPTION:

| REGISTERED NO. | CERTIFIED NO. | INSURED NO. |
|---|---|---|
| | P13 8441395 | |

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐Addressee ☐Authorized agent

4. DATE OF DELIVERY
JAN 4 1982

POSTMARK
JAN 4 1981
NEW ORLEANS LA
USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆GPO : 1979-288-848

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, and 3 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

TULSA, OKLA. 5 JAN 1 5 PM 1982

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

RETURN TO

Mr. Charles F. Petri
MONTELLO, INC.

(Name of Sender)

6106 E. 32nd Place

(Street or P.O. Box)

Tulsa, Oklahoma 74135

(City, State, and ZIP Code)

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

# INVOICE

| DATE | NUMBER |
|---|---|
| 12/8/81 | 14712 |

| SOLD TO | SHIPPED TO |
|---|---|
| N/L Baroid<br>P.O. Box 1675<br>Houston, TX 77001 | N/L Baroid #020100<br>Hayne Blvd. & Jordan Rd.<br>New Orleans, LA |

TERMS: NET 30

FREIGHT: PREPAID [X] COLLECT [ ]

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| H 7447<br>WV256654 | 11/18/81 | V0047A<br>America Maru | | 12/4/81 | Kobe, Japan | 3873 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Cellex Hi-Vis 50# | 600/Bags | @ 77.50 | $46,500.00 |
| Container #SCPU 254251(1) 600 Bags | | | |
| NOTE: Drayage charges will be invoiced when we receive bill from Drayage Co. | | | |

TERMS: Net 15 days from date invoice received.

PURCHASE ORDER

# MONTELLO, INC.

6106 EAST 32nd PLACE • TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 • (24 HRS) - TWX 910-845-2398

№ 3873

THIS NUMBER MUST APPEAR ON INVOICES, B/L, BUNDLES, CASES PACKING LISTS AND CORRESPONDENCE.

DKS International, Inc.
Miki Bldg.
3-12-1 Nihombashi, Chuo-Ku
Tokyo, Japan

DATE: 11/18/81
DATE WANTED: ASAP
TERMS: Special Baroid Terms
F.O.B.: Kobe, Japan
SHIP VIA: your arrangements

SHIP TO: See below

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 600/bags | Cellex Hi Vis 50#<br>30,000 lbs. | @ 1.329 | $39,870.00 |
| | CIF New Orleans | | |
| | Consign to: Montello, Inc.<br>c/o Behring International, Inc.<br>P.O. Box 20029<br>New Orleans, LA 70141 | | |
| | Notify party: Behring International, Inc.<br>P. O. Box 20029<br>New Orleans, LA 70141<br>ATTN: Carla Curry<br>Phone: 504+468-2800 | | |
| | Confirms TLX 0216 11/18/81 | | |
| | Do Not Duplicate | | |

BY _____
AUTHORIZED SIGNATURE

FORM 15504, REGENT FORMS, BELLMAWR, N.J. 08031

PURCHASE ORDER

# MONTELLO, INC.

6106 EAST 32nd PLACE • TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 • (24 HRS) - TWX 910-845-2396

No 3873

THIS NUMBER MUST APPEAR ON INVOICES, B/L, BUNDLES, CASES PACKING LISTS AND CORRESPONDENCE.

DKS International, Inc.
Miki Bldg.
3-12-1 Nihombashi, Chuo-Ku
Tokyo, Japan

DATE: 11/18/81
DATE WANTED: ASAP
TERMS: Special Baroid Terms
F.O.B.: Kobe, Japan
SHIP VIA: your arrangements

SHIP TO: See below

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 600/bags | Cellex Hi Vis 50#<br>30,000 lbs. | @ 1.329<br>CIF New Orleans | $39,870.00 |

Consign to: Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141

Notify party: Behring International, Inc.
P. O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone: 504+468-2800

Confirms TLX 0216 11/18/81

Do Not Duplicate

ACKNOWLEDGMENT
DKS INTERNATIONAL, INC.
NOV 20 1981

PLEASE SIGN AND RETURN IMMEDIATELY

ACCEPTED BY (SIGNATURE) _____ BY _____

SHIPPING DATE PROMISED _____

AUTHORIZED SIGNATURE

FORM 15504, REGENT FORMS, BELLMAWR, N.J. 08031

B24270A24700 SENYO KOUN CO., LTD.

Shipper
DKS INTBRAATIONAL INC

# NIPPON KAIJI KENTEI KYOKAI

(JAPAN MARINE SURVEYORS & SWORN MEASURERS' ASSOCIATION)

FOUNDED IN 1913 & LICENSED BY THE JAPANESE GOVERNMENT

Certificate No.
2638
Sheet
01-03-00
Certificate issued
M2946-3039

## CERTIFICATE AND LIST OF MEASUREMENT AND/OR WEIGHT


HEAD OFFICE:
KAIJI BLDG., NO. 9-7, 1-CHOME, HATCHOBORI
CHUO-KU, TOKYO 104
JAPAN

PHONES: TOKYO (03) 552-1191
CABLE ADDRESS: KAIJIKENTEI TOKYO
TLX:No. 252-4519
AAB-JAMSMA J-

BRANCHES:
ALL PRINCIPAL PORTS IN JAPAN


KOBE DEC. 2, 1981
Ref. No. (For our reference)
2947-412-093

Ocean Vessel: AMERICA MARU (JAPAN L.)
Port of Loading: KOBE
Port of Discharge: LOS ANGELES
Date & Place of Measuring and / or Weighing: DEC. 1, 1981, KOBE

| Marks & Numbers | No. of P'kgs. | Kind of Packages; Description of Goods | Gross Weight | Measurement |
|---|---|---|---|---|
| | | | KG | CU.METRE |
| | 600 | BAGS | 13,920 | 17.806 |
| | | | LB | CU.FOOT |
| | | OR | 30,688 | 628-10 |

CELLEX
SODIUM CARBOXYMETHYLCELLULOSE
DRILLING MUD ADDITIVE FOR
REDUCING FILTRATION RATB
MAKING LOW SOLIDS MUDS
NET WEIGHT 50 POUNDS 22.68 KILOS
MADE IN JAPAN
CHLLEX HIGH VISCOSITY

SODIUM CARBOXYMHTHYLCHLLULOSE
CHLLEX HIGH VISCOSITY

DETAILS :

| | | M CM L | M CM W | M CM H | KG | KG | CU.METRE | CU.METRE |
|---|---|---|---|---|---|---|---|---|
| BAG | | | | | | | | |
| 600 | AVERAGE | | | | 23.20 | 13,920 | 0.029677 | 17.806 |

= THE END =

*We Hereby Certify that the above measurements and/or weights of the goods were taken by our measurers solely for reasonable ocean freight in accordance with the provisions of recognized rules concerned.*

NIPPON KAIJI KENTEI KYOKAI · MARINE SURVEYORS & SWORN MEASURERS · N.K.K.K.

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

**1. SELLER**

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku,
Tokyo, Japan

**2. DOCUMENT NR.***

**3. INVOICE NR. AND DATE***
MON157, December 4, 1981

**4. REFERENCES***

**5. CONSIGNEE**

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

**6. BUYER** *(if other than consignee)*

**7. ORIGIN OF GOODS**
Japan

**8. NOTIFY PARTY***

Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone: 504-468-2800

**9. TERMS OF SALE, PAYMENT, AND DISCOUNT**

D/A 15 days after Invoice arrival.

**10. ADDITIONAL TRANSPORTATION INFORMATION***

**11. CURRENCY USED**
U.S.Dollars

**12. EXCH. RATE** *(if fixed or agreed)*

**13. DATE ORDER ACCEPTED**

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | Sodium Carboxymethyl Cellulose | | | per lb. | |
| | | | | | CIF New Orleans | |
| | 600 bags. | CELLEX HIGH VISCOSITY | 30,000 lbs. | | 1.329 | US$39,870.00 |
| | | | | 1.25 | | |
| CELLEX<br>SODIUM CARBOXYMETHYLCELLULOSE<br><br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE.<br>.MAKING LOW SOLIDS MUDS.<br><br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN<br>CELLEX HIGH VISCOSITY | | | | | | |

**21.** ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

**22. PACKING COSTS** US$16.00

**27. DECLARATION OF SELLER/SHIPPER (OR AGENT)**

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

**23. OCEAN OR INTERNATIONAL FREIGHT** US$1,660.41

**24. DOMESTIC FREIGHT CHARGES** US$600.00

**25. INSURANCE COSTS** US$243.41

**26. OTHER COST** *(Specify Below)* US$300.00

**28. THIS SPACE FOR CONTINUING ANSWERS**

Other costs: Forwarding and Hnadling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form **5515(12-20-76)**

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

**1. SELLER**

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku,
Tokyo, Japan

**2. DOCUMENT NR.***

**3. INVOICE NR. AND DATE***
MON157, December 4, 1981

**4. REFERENCES***

**5. CONSIGNEE**

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

**6. BUYER** *(if other than consignee)*

**7. ORIGIN OF GOODS**
Japan

**8. NOTIFY PARTY***

Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone: 504-468-2800

**9. TERMS OF SALE, PAYMENT, AND DISCOUNT**

D/A 15 days after Invoice arrival.

**10. ADDITIONAL TRANSPORTATION INFORMATION***

**11. CURRENCY USED**
U.S.Dollars

**12. EXCH. RATE** *(if fixed or agreed)*

**13. DATE ORDER ACCEPTED**

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | Sodium Carboxymethyl Cellulose | | | per lb. CIF New Orleans | |
| | 600 bags. | CELLEX HIGH VISCOSITY | 30,000 lbs. | | 1.329 | US$39,870.00 |
| | | | | | 1.25 | |
| CELLEX<br>SODIUM CARBOXYMETHYLCELLULOSE<br><br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE.<br>.MAKING LOW SOLIDS MUDS.<br><br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN<br>CELLEX HIGH VISCOSITY | | | | | | |

**21.** ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

**27. DECLARATION OF SELLER/SHIPPER (OR AGENT)**

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

| | |
|---|---|
| 22. PACKING COSTS | US$16.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$1,660.41 |
| 24. DOMESTIC FREIGHT CHARGES | US$600.00 |
| 25. INSURANCE COSTS | US$243.41 |
| 26. OTHER COST *(Specify Below)* | US$300.00 |

**28.** THIS SPACE FOR CONTINUING ANSWERS

Other costs: Forwarding and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form **5515(12-20-76)**

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

**1. SELLER**
DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

**2. DOCUMENT NR.***

**3. INVOICE NR. AND DATE***
MON-157, December 4, 1981

**4. REFERENCES***

**5. CONSIGNEE**
Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

**6. BUYER** *(if other than consignee)*

**7. ORIGIN OF GOODS**
Japan

**8. NOTIFY PARTY***
Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone: 504-468-2800

**9. TERMS OF SALE, PAYMENT, AND DISCOUNT**
D/A 15 days after Invoice Arrival.

**10. ADDITIONAL TRANSPORTATION INFORMATION***

**11. CURRENCY USED**
U.S. Dollars

**12. EXCH. RATE** *(if fixed or agreed)*

**13. DATE ORDER ACCEPTED**

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | Sodium Carboxymethylcellulose | | | per lb. | |
| | | | | | CIF New Orleans | |
| | 600 bags. | CELLEX HIGH VISCOSITY | 30,000 lbs. | | 1.329 | US$39,870.00 |
| | | | 1.25 | | | |
| | | | ========== | | | ========== |
| CELLEX<br>SODIUM CARBOXYMETHYLCELLULOSE<br><br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE.<br>.MAKING LOW SOLIDS MUDS.<br><br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN<br>CELLEX HIGH VISCOSITY | | | | | | |

21. ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

| | |
|---|---|
| 22. PACKING COSTS | US$16.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$1,660.41 |
| 24. DOMESTIC FREIGHT CHARGES | US$600.00 |
| 25. INSURANCE COSTS | US$243.41 |
| 26. OTHER COST *(Specify Below)* | US$300.00 |

**27. DECLARATION OF SELLER/SHIPPER (OR AGENT)**

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

**28. THIS SPACE FOR CONTINUING ANSWERS**
Other costs: Forwarding and Handling costs.

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*Not necessary for U.S. Customs purposes.

Customs Form **5515(12-20-76)**

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

1. SELLER

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

2. DOCUMENT NR.*

3. INVOICE NR. AND DATE*

MON-157, December 4, 1981

4. REFERENCES*

5. CONSIGNEE

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

6. BUYER (*if other than consignee*)

7. ORIGIN OF GOODS

Japan

8. NOTIFY PARTY*

Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone: 504-468-2800

9. TERMS OF SALE, PAYMENT, AND DISCOUNT

D/A 15 days after Invoice Arrival.

10. ADDITIONAL TRANSPORTATION INFORMATION*

11. CURRENCY USED

U.S. Dollars

12. EXCH. RATE (*if fixed or agreed*)

13. DATE ORDER ACCEPTED

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | Sodium Carboxymethylcellulose | | | per lb. | |
| | | | | | CIF New Orleans | |
| | 600 bags. | CELLEX HIGH VISCOSITY | 30,000 lbs. | | 1.329 | US$39,870.00 |
| | | | 1.25 | | | |
| | | | ========== | | | ========== |
| CELLEX<br>SODIUM CARBOXYMETHYLCELLULOSE<br><br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE.<br>.MAKING LOW SOLIDS MUDS.<br><br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN<br>CELLEX HIGH VISCOSITY | | | | | | |

21. ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

22. PACKING COSTS US$16.00

27. DECLARATION OF SELLER/SHIPPER (OR AGENT)

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

23. OCEAN OR INTERNATIONAL FREIGHT US$1,660.41

24. DOMESTIC FREIGHT CHARGES US$600.00

25. INSURANCE COSTS US$243.41

26. OTHER COST (*Specify Below*) US$300.00

28. THIS SPACE FOR CONTINUING ANSWERS

Other costs: Forwarding and Handling costs.

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*Not necessary for U.S. Customs purposes.

Customs Form 5515(12-20-76)

Cost 44592.00 95.9%

**INVOICE**

| DATE | NUMBER |
|---|---|
| 12/8/81 | 14712 |

| Sold To: | Shipped To: |
|---|---|
| NL Baroid<br>P.O. Box 1675<br>Houston, Tx. 77001 | NL Baroid #020100<br>Hayne + Blvd. + Jordan Rd.<br>New Orleans, La. |

FREIGHT PREPAID ☒ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | C.O.D. NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| H 7447<br>VV 256654 | 11/18/81 | V 9047A<br>America) Maru | | 12/4/81 | Kobe Japan | 3873 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2248-01 | | | 2350-01 | | |
| Cellex Hi-Vis 50# | 1910-01 | 600 | 7750 | 46,500.00 | PC-160 | 2.00 | 1200.00 | | | |
| Stab: JHC-76002 (600 Bags) | | | | | | | | | | |
| NOTE: Drayage charges will be invoiced when we receive bill from Drayage Co. | | | | | | | | | | |
| Net 15 day from date invoiced | | received | | | | | | | | |
| Terms: ~~Net 30 — 2% Late Charge~~ 45 Days | | | | | | | | | | |
| TOTALS | | 600 | | 46,500.00 | 0850-01 | | 1200.00 | 0839-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

**SALES JOURNAL RECAP**

| ACCOUNT DESCRIPTION | ACCT NO | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 0665-01 | 46,500.00 | |
| COMMISSIONS | 2248-01 | 1200.00 | |
| ROYALTIES | 2350-01 | | |
| FREIGHT | 2060-01 | | |
| ROYALTIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | |
| | 0850-01 | | 1200.00 |
| | 1910-01 | | 46500.00 |
| | | | |
| | | | |
| | | | |
| TOTAL | | 47,700.00 | 47,700.00 |

Montello
6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

December 9, 1981

Ms. Carla Curry
Behring International Inc.
P.O. Box 20029
New Orleans, LA 70141

Dear Carla,

Enclosed are the following documents:

1. Mon-157: Baroid Order No. VV256654 for 600 Bags Cellex High Viscosity. Duty to be paid and Baroid, New Orleans to be notified as usual.

2. Mon-157: Baroid Order No. VV256099 for 1800 Bags Pac-R. Duty to be paid and Baroid, New Orleans to be notified as usual.

Please call to let us know you received documents.

Sincerely,

MONTELLO, INC.

Charles F. Petri

CFP/klj
Encl: as stated

Wenda

P.O. # 5

CUSTOMER ORDERS  INTL: ___  MONTHLY: X

| DATE | NUMBER |
|---|---|
| | PO 3873 |

SOLD TO

NL
Baroid ~~Division~~
PO Box 1675
Houston, TX 77001

SHIPPED TO

NL Baroid
Wayne Blvd & Jordan Rd
New Orleans, La

TERMS: NET 30 – 1½% LATE CHARGE – 45 DAYS  FREIGHT: PREPAID [X] COLLECT [ ]

| CUSTOMER ORDER NO. | ORDER DATE | VIA | DATE SHIPPED | SHIPPED FROM |
|---|---|---|---|---|
| H 7447 V1256654 | 11/18/81 | V 9047A Amuiza Maru | 12/4/81 | Kobe, Japan |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Cellex Hi Vis 50# | 600 @ | 77.50 | 46500.00 |

Mfr: Drayage charges will be invoiced when we receive bill from Drayage Co.

Seals: JLC-76002 (600 Bags)

Terms: Net 15 days from date invoice received

SALES REP: Pool  SALES AREA: 160  COMM RATE: 2.00

(Code commiss to 0840-01)

COST 44592.00

% 95.9

X

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887 MON-157 **ORIGINAL**




Assured(s), etc.

DKS INTERNATIONAL, INC.

Invoice No. MON-157

POLICY
No. 817827403

Amount insured U.S.$43,657.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| Ship or Vessel called the | at and from | Sailing on or about |
| AMERICA MARU | KOBE | DEC. 3, 1981 |
| arrived at/transhipped at | thence to | |
| NEW ORLEANS VIA LOS ANGELES | | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE CELLEX
MIGHT VISCOSITY

30,000 LBS. (600 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

Place & Date signed in
TOKYO DEC. 1, 1981

No. of Policies issued
TWO

54 28 7634

**Be it known that** 12 443

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

∵ Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

*For* THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate

1/1/63

# INSTITUTE CARGO CLAUSES

1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(a) for storage other than in the ordinary course of transit or

(b) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur

If after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, while remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment, and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured

2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur

or (b) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above

3. Including transit by craft, raft or lighter to or from the vessel. Each craft, raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting Bailees(men) from liability.

4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

5. Sue below.

6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival.

7. General Average and Salvage Charges payable according to Foreign Statement or to York Antwerp Rules if in accordance with the contract of affreightment.

8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted.

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

10. This insurance shall not inure to the benefit of the carriers or other bailee.

11. This insurance is extended to indemnify the Assured against such proportion of liabilities under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder.

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Claims recoverable hereunder shall be payable irrespective of percentage.

Applying to interest declared W. A. on the front of this Policy.

5. Warranted free from average under the percentage specified on the policy, unless general or the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any particular average which may be legally recovered under the contract of affreightment, or which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (not including objects other than water or to discharge of cargo at a port of distress.

This Clause shall operate during the whole period covered by the policy.

Applying to interest declared F. P. A. on the front of this Policy.

5. Warranted free from Particular Average unless the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any particular average which may be legally recovered under the contract of affreightment, or which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (not including objects other than water or to discharge of cargo at a port of distress.

This Clause shall operate during the whole period covered by the policy.

NOTE.—It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

1/1/34

## INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine caused by a peril insured by the Policy, the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but not the import duties unless included in the amount insured, in which case loss, if any, sustained by payment of additional duty is recoverable hereunder.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

## LABEL CLAUSE

In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning or of new labels and replacing the goods, provided the damage shall have occurred to a claim under the terms of the policy.

The following Institute Theft, Pilferage and Non-Delivery Clause shall be applied, when these risks are expressly covered by this Policy.

1/6/78

## INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY (INSURED VALUE) CLAUSE

(A) It is hereby agreed that this Policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Underwriters' Agents within 10 days of the expiry of risk under the Policy.

(B) It is hereby agreed that this Policy covers the risk of Non-Delivery of an entire package for which the liability of the Shipowners or other Carriers is limited, reduced or removed by the Contract of Carriage by reason of the value of the goods.

Underwriters to be entitled to any amount recovered from the Carriers or others in respect of such losses (less cost of recovery) and to be the amount paid by them in respect of the loss.

The following Duty Clause shall be applied, when duty is insured by this Policy.

1/3/69

## DUTY CLAUSE

To pay partial loss sustained on duty imposed on the goods insured hereunder, by reason of the perils insured against, but subject to the policy terms of average, also to pay total loss if the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when duty arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual loss of duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter.

The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, and in case of any reduction in duty the amount so reduced shall be deducted in settling any loss for which this Company may be liable.

1/8/57

## INSTITUTE DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply, unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy

and

(2) the proof of loss is accompanied either by a license, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a license, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government,

and

(3) the route by which the drugs were conveyed was usual and customary.

## IMPORTANT

## PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

## LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

**It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:—**

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing part or package.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.
   If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

**NOTE:—The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.**

## INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

## DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:—

1. Original policy of insurance.
2. Original or certified copy of shipping invoices, together with shipping specification and/or weight notes.
3. Original or certified copy of Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at port of discharge and final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

## IMPORTANT

No claim for loss caused by theft &/or pilferage shall be paid hereunder unless notice of survey has been given to this Company's Agents specified in

1/1/82

# INSTITUTE WAR CLAUSES

**(including on-carriage by Air)**

1. This insurance covers

1.1 the risks excluded from the Standard Form of English Marine Policy by the clause "Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of all and any attempts thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power."

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

1.2 loss of or damage to the interest insured caused by

1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom

1.2.2 mines, torpedoes, bombs or other engines of war

1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

2. This insurance excludes

2.1 loss claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detainments of Kings, Princes People, Governments or persons acting to usurp power.

2.2 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radio active force or matter.

2.3 loss or damage covered by the Standard Form of English Marine Policy with the Free of Capture etc Clause (as quoted in 1.1 above) inserted therein.

2.4 loss or damage proximately caused by delay, although the delay be caused by a risk insured against (except expenses arising from delay, which are recoverable as would be recoverable in principle in English law and practice under York-Antwerp Rules 1974).

3. Claims recoverable shall be payable irrespective of percentage.

4. This insurance, except for the risks of mines and derelict torpedoes, floating or submerged, referred to in Clause 5 below,

4.1 attaches only as the interest insured and as to any part as that part is loaded on an on-carrying vessel and

4.2 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival at the vessel at the final port or place of discharge

whichever shall first occur,

nevertheless,

*subject to prompt notice to the Underwriters and to an additional premium,* such insurance

4.3 reattaches, when, without having discharged, the interest at the final port or place of discharge, the vessel sails therefrom, and

4.4 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is thereafter discharged from the vessel at the final or substituted port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,

whichever shall first occur.

4.5 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the interest for on-carriage by another oversea vessel or by an aircraft, such insurance terminates on expiry of 15 days counting from midnight of the day of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on-carrying oversea vessel or the aircraft. During the period of 15 days such insurance remains in force after discharge only whilst the interest and as to any part as that part is at such intermediate port or place of discharge. If the insurance reattaches

4.5.1 through on-carriage by another oversea vessel, it thereafter terminates in accordance with 4.2, or

4.5.2 through on-carriage by an aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

4.6 If the voyage by sea in the contract of carriage is terminated at a port or place other than the destination agreed thereon, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2. If the interest is subsequently reshipped to the original or any other destination, then, *provided notice is given to the underwriters before the commencement of such further transit and subject to an additional premium,* such insurance reattaches

4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying oversea vessel or as aircraft for the voyage,

4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge,

thereafter such insurance terminates in accordance with 4.4 or 4.5.2.

If at the purpose of Clause 4,

a "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures effectively at or off the intended port or place of discharge.

5. The insurance against the risks of mines and derelict torpedoes, floating or submerged,

5.1 attaches only as the interest and as to any part as that part is first loaded on vessel or craft after such interest leaves the warehouse or place of storage at the place named in the insurance for the commencement of the transit and

5.2 terminates either

5.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters,

or,

5.2.2 when, before the interest is discharged finally from vessel or craft, prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters, the voyage in contemplation by the contract of carriage is terminated at a port or place other than the destination agreed thereon, *provided that prior to prompt notice to the Underwriters and to an additional premium if required* such insurance reattaches, and thereafter terminates either

as the interest and as to any part as that part is discharged from vessel or craft prior to sale and delivery at such port or place

or

5.2.3 unless otherwise specially agreed by the Underwriters, on the expiry of 60 days while at least after completion of discharge overside of the interest from an oversea vessel at such port or place,

whichever shall first occur.

If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, *subject to prompt notice to the Underwriters and to an additional premium,* such insurance remains in force until reattaches as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters.

(For the purpose of Clause 4 and Clause 5

"oversea vessel" shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel.)

6. Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2, 4 or 5 shall, to the extent of such inconsistency, be null and void.

7. *Subject to prompt notice to the Underwriters and to an additional premium,* the interest is held covered within the provisions of these clauses in the case of

7.1 change of or deviation from the voyage

7.2 exercise of the adventure by reason of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment.

8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

1/1/63

## INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES

1. This insurance covers loss of or damage to the property hereby insured caused by

(a) strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions,

(b) persons acting maliciously.

2. Warranted free of

(1) loss or damage proximately caused by

(a) delay, inherent vice or nature of the property hereby insured,

(b) the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion,

(c) any claim for expenses arising from delay which such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules, 1974,

(d) loss or damage caused by hostilities, warlike operations civil war, or by revolution, rebellion insurrection or civil strife arising therefrom,

3. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy which the Assured elect to use either

(a) for storage other than in the ordinary course of transit

or

(b) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

4. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either

(1) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur

or (2) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

5. General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.

6. Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.

7. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**NOTE.—It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.**

## CO-INSURANCE CLAUSE (so far as applicable)

DKS INTERNATIONAL INC.

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE : 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS : YASUDAFIRE TOKYO)
ESTABLISHED 1887

DUPLICATE

561201

Assured(s), etc.

OKS INTERNATIONAL, INC.

Invoice No. NON-157

POLICY No. 817827403

Amount insured U.S.$43,857.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| AMERICA MARU | KOBE | DEC. 3, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS<br>VIA LOS ANGELES | | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE CELLEX
HIGHT VISCOSITY

30,000 LBS. (600 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in TOKYO DEC. 1, 1981

No. of Policies issued TWO

11 643

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of as arranged per cent.

∵ Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

For THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

1/1/63

# INSTITUTE CARGO CLAUSES

1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery — Transit Clause (incorporating Warehouse to Warehouse Clause)

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

If after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured.

2 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either — Termination of Adventure Clause

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur,

or (b) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

3 Including transit by craft raft or lighter to or from the vessel. Each craft raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability. — Craft, &c Clause

4 Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage. — Change of Voyage Clause.

5 **See below**

6 No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival. — Constructive Total Loss Clause.

7 General Average and Salvage Charges payable according to Foreign Statement or to York Antwerp Rules if in accordance with the contract of affreightment — G. A. Clause.

8 The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted. — Seaworthiness Admitted Clause.

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

9 It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. — Bailee Clause

10 This insurance shall not inure to the benefit of the carrier or other bailee. — Not to Inure Clause

11 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. — "Both to Blame Collision" Clause

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

12 ~~To be warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not, but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless~~ caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this ~~warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.~~ — F. C. & S. Clause

~~Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.~~

~~**Should Clause No. 12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.**~~

~~13 Warranted free of capture, seizure, arrest, restraint or detainment (all the consequences or any attempt thereat), all consequences of hostilities or warlike operations (whether before or after declaration of war), strikes, riots and civil commotions.~~ — F. S. R. & C. C. Clause

~~**Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.**~~

~~Including risk of collision, explosion, breakdown, labour disturbance, riots or civil commotions.~~

~~Including risks arising from strikes, lockouts, labour disturbances, riots or civil commotions.~~

14 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause.

*Applying to interest declared All Risks on the front of this Policy.*

15 This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Claims recoverable hereunder shall be payable irrespective of percentage. — All Risks Clause

*Applying to interest declared W. A. on the front of this Policy.*

16 Warranted free from average unless the percentage specified in the policy, unless general or the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any pack age which may be totally lost on loading, transhipment or discharge, also for any loss of or dam age to the goods insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress, also to pay special charges for landing, warehousing and forwarding if incurred at an intermediate port of call or refuge, for which Underwriters would be liable under the standard form of English Marine Policy with the Institute Cargo Clauses (W.A.) attached. — Average Clause.

This Clause shall operate during the whole period covered by the policy.

*Applying to interest declared F. P. A. on the front of this Policy.*

17 Warranted free from Particular Average unless the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package or packages which may be totally lost on loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress, also to pay special charges for landing, warehousing and forwarding if incurred at an intermediate port of call or refuge, for which Underwriters would be liable under the standard form of English Marine Policy with the Institute Cargo Clauses (W.A.) attached. — F. P. A. Clause

This Clause shall operate during the whole period covered by the policy.

**NOTE — It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.**

1/1/64

## INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy, the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and erecting, if insured, but excluding duty unless the said duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

## LABEL CLAUSE

In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and relabelling the goods, provided the damage will have amounted to a claim under the terms of the policy.

The following Institute Theft, Pilferage and Non-Delivery Clause shall be applied, when these risks are expressly covered by this Policy.

1/6/63

## INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY (INSURED VALUE) CLAUSE

(A) It is hereby agreed that this Policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Underwriters' Agents within 10 days of the expiry of risk under the Policy.

(B) It is hereby agreed that in the event of damage from fire or the risk of fire which the liability of the Shipowner or other Carriers is limited, reduced or negatived by the Contract of Carriage by reason of the value of the goods

Underwriters to be entitled to any amount recovered from the Carriers or others in respect of such losses (less cost of recovery if any) up to the amount paid by them in respect of the loss.

**The following Duty Clause shall be applied, when duty is insured by this Policy.**

1/3/69

## DUTY CLAUSE

To pay partial loss sustained on duty imposed on the goods insured hereunder, by reason of the perils insured against, but subject to the policy terms of average, also to pay total loss if the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual loss of duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter.

The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, and in case of any reduction in duty the amount so reduced shall be deducted in settling any loss for which this Company may be liable.

1/5/67

## INSTITUTE DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy

and

(2) the proof of loss is accompanied either by a license, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a license, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government,

and

(3) the route by which the drugs were conveyed was usual and customary.

## IMPORTANT

## PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

## LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

**It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:**

1 **To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.**

2 **In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.**

3 **When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.**

4 **To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.**

5 **To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.**

**NOTE: – The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.**

## INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

## DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:

1 Original policy of insurance.
2 Original or certified copy of shipping invoices, together with shipping specification and/or weight notes.
3 Original or certified copy of Bill of Lading and/or other contract of carriage.
4 Survey report or other documentary evidence to show the extent of the loss or damage.
5 Landing account and weight notes at port of discharge and final destination.
6 Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

## IMPORTANT

11/3/30

# INSTITUTE WAR CLAUSES

**(including on-carriage by Air)**

**1. This insurance covers**

1.1 the risks excluded from the Standard Form of English Marine Policy by the clause "Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power."
Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

1.2 loss of or damage to the interest insured caused by

1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom

1.2.2 mines, torpedoes, bombs or other engines of war

1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment

**2. This insurance excludes**

2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detainments of Kings, Princes Peoples Usurpers or persons attempting to usurp power

2.2 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion and/or fusion or other like reaction or radioactive force or matter

2.3 loss or damage covered by the Standard Form of English Marine Policy with the Free of Capture etc. Clause (as quoted in 1.1 above) incurred thereby

2.4 loss or damage proximately caused by delay (whether by reason of the loss of market, or any claim for shortage arising from delay or otherwise) even though such delay be caused by a peril insured against (save as provided in 1.3 above) and except general average and salvage charges payable according to English law and practice under York-Antwerp Rules

3. Claims recoverable shall be payable irrespective of percentage.

**4.** This insurance, except for the risk of mines and derelict torpedoes, floating or submerged, referred to in Clause 5 below,

4.1 attaches (with the interest insured and not any ship or vessel) as the interest and as to any part as that part is loaded on an aircraft for the voyage and

4.2 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,

whichever shall first occur,

nevertheless, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance

4.3 reattaches when, without having discharged the interest at the final port or place of discharge, it is loaded on the on-carrying aircraft therefrom, and

4.4 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is thereafter discharged from the vessel at the final port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,

whichever shall first occur.

4.5 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the interest for on-carriage by another oversea vessel or by an aircraft, such insurance terminates on expiry of 15 days counting from midnight of the day of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on-carrying oversea vessel or the aircraft. During the period of 15 days such insurance remains in force after discharge only whilst the interest and as to any part as that part is at such intermediate port or place of discharge. If the insurance reattaches

4.5.1 through on-carriage by another oversea vessel, it thereafter terminates in accordance with 4.2 or

4.5.2 through on-carriage by an aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

4.6 If the voyage by sea on the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2. If, the interest is subsequently reshipped to the original or any other destination, then, *provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches

4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying oversea vessel or an aircraft for the voyage,

4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge,

thereafter such insurance terminates in accordance with 4.4 or 4.5.2.

5. For the purpose of this Clause 5

"arrival" shall be deemed to mean that the vessel (if an, lighter, lighter or otherwise) is moored at a berth or place within the Harbour Authorities and if such a berth or place whose is available, actually moored, or (if neither occurred) when the vessel first anchors, grounds or otherwise reaches either at or off the intended port or place of discharge)

5. The insurance against the risks of mines and derelict torpedoes, floating or submerged,

5.1 attaches as the interest and as to any part as that part is first loaded on vessel or craft after such interest leaves the warehouse or place of storage at the place named in the insurance for the commencement of the transit and

5.2 terminates either

5.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters,

or

when, before the interest is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters, the voyage or transit on the contract of carriage is terminated at a port or place other than the destination agreed thereon, or terminates *subject to prompt notice to the Underwriters and to an additional premium if required*, such insurance reattaches, and thereafter terminates either

5.2.2.1 as the interest and as to any part as that part is discharged from vessel or craft prior to sale and delivery at such port or place

or,

5.2.2.2 unless otherwise specially agreed by the Underwriters, on the expiry of 60 days whilst without after completion of discharge overside of the interest from an oversea vessel at such port or place,

whichever shall first occur

If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance remains in force until it is terminated as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters.

(For the purpose of Clause 4 and Clause 5

"oversea vessel" shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel).

6. **Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2, 4 or 5 shall, to the extent of such inconsistency, be null and void.**

7. *Subject to prompt notice to the Underwriters and to an additional premium*, the interest is held covered within the provisions of these clauses in the case of

7.1 change of ownership from the voyage

7.2 variation of the adventure by reason of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment

8. **It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

1/3/63

## INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES

1 This insurance covers loss of or damage to the property hereby insured caused by

(a) strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,

(b) persons acting maliciously.

2 Warranted free of

(a) loss or damage proximately caused by

(a1) delay, inherent vice or nature of the property hereby insured,

(b) the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion,

(ba) any claims for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules, 1974;

(bb) loss or damage caused by hostilities warlike operations civil war, or by revolution rebellion insurrection or civil strife arising therefrom.

3 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

If after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

4 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur,

or (b) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

5 General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.

6 Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.

7 Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

8 **It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

**NOTE. — It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.**

## CO-INSURANCE CLAUSE

OKS INTERNATIONAL INC.
Y. Nishimura

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

1 NON-157 561201

Assured(s), etc.
OKS INTERNATIONAL, INC.

Invoice No. NON-157

POLICY
No. 817827403

Amount insured U.S.$43,857.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| AMERICA MARU | KOBE | DEC. 3, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS<br>VIA LOS ANGELES | | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE CELLEX
HIGHT VISCOSITY

30,000 LBS. (600 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in
TOKYO DEC. 1, 1981

No. of Policies issued
TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and Peoples, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON, And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED. on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

For THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

CUSTOMS PURPOSES

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku 1chome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

I NON-157 561201

Assured(s), etc.
DKS INTERNATIONAL, INC.

Invoice No. NON-157

POLICY No. 817827403

Amount insured U.S.$43,857.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| AMERICA MARU | KOBE | DEC. 3, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS VIA LOS ANGELES | | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE CELLEX
MIGHT VISCOSITY

30,000 LBS. (600 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in TOKYO DEC. 1, 1981

No. of Policies issued TWO

11 443

(1) *Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

(2) *Warranted free of loss or damage*

(a) *caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

(b) *resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim

**Be it known that** *Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and Peoples, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no Acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON, and so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

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**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED. on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above.*

THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

SAMPLE NOT FOR PURPOSES

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

MON-157 561201

Assured(s), etc.
DKS INTERNATIONAL, INC.

Invoice No. MON-157

POLICY
No. 817827403

Amount insured U.S.$43,857.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
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NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8600).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| AMERICA MARU | KOBE | DEC. 3, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS VIA LOS ANGELES | | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE CELLEX
HIGHT VISCOSITY

30,000 LBS. (600 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

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Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in TOKYO DEC. 1, 1981

No. of Policies issued TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

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upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above* and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
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**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

AUTHORIZED SIGNATURE

NOT NEGOTIABLE UNLESS COUNTERSIGNED

COUNTERSIGNED

FOR PURPOSES OF IDENTIFICATION ONLY

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-157

Tokyo, December 3, 1981

| Contract No. | Contracted Date | Your order No. 3873 |
|---|---|---|

Consigned to Messrs.
Montello, Inc.,
6106 East 32nd Place,
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipped per " AMERICA MARU " | From Kobe, Japan |
|---|---|
| To New, Orleans via Los Angeles | |
| Sailing on or about December 3, 1981 | Quantity 30,000 lbs. (600 bags.) |
| L/C No. | |
| Issuing Bank | |
| Commodity Sodium Carboxymethyl Cellulose CELLEX HIGH VISCOSITY | |

SHIPPING MARKS & NOS.

CELLEX
SODIUM CAREOXYMETHYLCELLULOSE

DRILLING MUD ADDITIVE FOR
.REDUCING FILTRATION RATE.
.MAKING LOW SOLIDS MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS
MADE IN JAPAN
CELLEX HIGH VISCOSITY

| Description | | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Sodium Carboxymethyl Cellulose CELLEX HIGH VISCOSITY | 30,000 lbs. | US$1.329 | US$39,870.00 |

DKS INTERNATIONAL, INC.

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-157

Tokyo, December 3, 1981

| Contract No. | Contracted Date | Your order No. 3873 |
|---|---|---|

Consigned to Messrs.
Montello, Inc.,
6106 East 32nd Place,
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

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|---|---|
| To New, Orleans via Los Angeles | |
| Sailing on or about December 3, 1981 | Quantity 30,000 lbs. (600 bags.) |
| L/C No. | |
| Issuing Bank | |
| Commodity Sodium Carboxymethyl Cellulose CELLEX HIGH VISCOSITY | |

SHIPPING MARKS & NOS.

CELLEX

SODIUM CARBOXYMETHYLCELLULOSE

DRILLING MUD ADDITIVE FOR
.REDUCING FILTRATION RATE.
.MAKING LOW SOLIDS MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS
MADE IN JAPAN
CELLEX HIGH VISCOSITY

| Description | | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Sodium Carboxymethyl Cellulose CELLEX HIGH VISCOSITY | 30,000 lbs. | US$1.329 | US$39,870.00 |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : INVOICE NO. MON-157

TOKYO, December 3, 1981

| Contract No. | Contracted Date | Your order No. 3873 |
|---|---|---|

Consigned to Messrs.
Monsello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipper | From |
|---|---|
| AMERICA MARU " | Kobe, Japan |
| To New Orleans, via Los Angeles | |
| Sailing on or about December 3, 1981 | Quantity 30,000 lbs. (600 bags.) |
| L/C No. | |
| Issuing Bank | |
| Commodity Sodium Carboxymethyl Cellulose CELLEX HIGH VISCOSITY | |

SHIPPING MARKS & NOS.

CELLEX
SODIUM CARBOXYMETHYLCELLULOSE

DRILLING MUD ADDITIVE FOR
.REDUCING FILTRATION RATE.
.MAKING LOW SOLIDS MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS
MADE IN JAPAN
CELLEX HIGH VISCOSITY

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Sodium Carboxymethylcellulose<br>CELLEX HIGH VISCOSITY<br><br>50-lbs. net in paper bag. X 600 bags. | 30,000 lbs. | | |

DKS INTERNATIONAL, INC.

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Tokyo, November 27, 1981

Messrs. Montello, Inc.

6106 East 32nd Place

Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

We wish to inform you the shipping/~~the airway~~ schedule covering : 30,000 lbs. (600 bags) of CELLEX HIGH VISCOSITY (Order No. 3873)

Please note the goods are being despatched

by " AMERICA MARU " of JAPAN LINE

leaving Kobe, Japan on Dec. 3, 1981

arriving at Los Angeles (New Orleans) on or about December 17, 1981

We enclosed herewith/~~will send separately~~ copies of the relative documents as follows:

Two copies of Invoice and Packing List.

We shall be glad of your advice of the good arrival of the consignment.

With our best regards,

Yours faithfully,
DKS INTERNATIONAL, INC.

Y. Nishimura

YN/em

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-157

Tokyo, November 27, 1981

| Contract No. | Contracted Date | Your order No. 3873 |
|---|---|---|

Consigned to Messrs. Montello, Inc.,
6106 East 32nd Place,
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipped per " AMERICA MARU " | From Kobe, Japan |
|---|---|
| To New, Orleans via Los Angeles | |
| Sailing on or about December 3, 1981 | Quantity 30,000 lbs. (600 bags.) |
| L/C No. | |
| Issuing Bank | |
| Commodity Sodium Carboxymethyl Cellulose CELLEX HIGH VISCOSITY | |

SHIPPING MARKS & NOS.

CELLEX

SODIUM CAREOXYMETHYLCELLULOSE

DRILLING MUD ADDITIVE FOR
.REDUCING FILTRATION RATE.
.MAKING LOW SOLIDS MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS
MADE IN JAPAN
CELLEX HIGH VISCOSITY

| Description | | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Sodium Carboxymethyl Cellulose CELLEX HIGH VISCOSITY | 30,000 lbs. | US$1.329 | US$39,870.00 |

DKS INTERNATIONAL, INC.

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-157

Tokyo, November 27, 1981

| Contract No. | Contracted Date | Your order No. 3873 |
|---|---|---|

Consigned to Messrs. Monteilb, Inc.,
6106 East 32nd Place,
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipped per " AMERICA MARU " | From Kobe, Japan |
|---|---|
| To New, Orleans via Los Angeles | |
| Sailing on or about December 3, 1981 | Quantity 30,000 lbs. (600 bags.) |
| L/C No. | |
| Issuing Bank | |
| Commodity Sodium Carboxymethyl Cellulose CELLEX HIGH VISCOSITY | |

SHIPPING MARKS & NOS.

CELLEX
SODIUM CAREOXYMETHYLCELLULOSE

DRILLING MUD ADDITIVE FOR
.REDUCING FILTRATION RATE.
.MAKING LOW SOLIDS MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS
MADE IN JAPAN
CELLEX HIGH VISCOSITY

| Description | | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Sodium Carboxymethyl Cellulose CELLEX HIGH VISCOSITY | 30,000 lbs. | US$1.329 | US$39,870.00 |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : **INVOICE NO.** MON-157

**TOKYO,** November 27, 1981

| Contract No. | Contracted Date | Your order No. 3873 |
|---|---|---|

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipped per "AMERICA MARU " | From Kobe, Japan |
|---|---|
| To New Orleans, via Los Angeles | |
| Sailing on or about December 3, 1981 | Quantity 30,000 lbs. (600 bags.) |
| L/C No. | |
| Issuing Bank | |
| Commodity Sodium Carboxymethyl Cellulose CELLEX HIGH VISCOSITY | |

SHIPPING MARKS & NOS.

CELLEX

SODIUM CARBOXYMETHYLCELLULOSE

DRILLING MUD ADDITIVE FOR
.REDUCING FILTRATION RATE.
.MAKING LOW SOLIDS MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS
MADE IN JAPAN
CELLEX HIGH VISCOSITY

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Sodium Carboxymethylcellulose<br>CELLEX HIGH VISCOSITY<br><br>50-lbs. net in<br>paper bag. X 600 bags. | 30,000 lbs. | | |

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DKS INTERNATIONAL, INC.

Forwarding Agent
SANYO KOUN K.K.

B/L No.
3020-60827

Shipper

DKS INTERNATIONAL, INC.
3-12-1, NIHOMBASHI, CHUO-KU
TOKYO, JAPAN

Consignee

MONTELLO, INC.
C/O BEHRING INTERNATIONAL, INC.
P.O. BOX 20029
NEW ORLEANS, LA 70141, U.S.A.

Notify party

BEHRING INTERNATIONAL, INC.
P.O.BOX 20029
NEW ORLEANS, LA 70141
ATTN: CARLA CURRY
PHONE: 504-468-2800

# Japan Line

# INTERMODAL BILL OF LADING

*Received* by Carrier for transportation by joint ocean and rail carriage to place delivery as indicated herein, the goods as mentioned herein in apparent good order and condition unless otherwise stated. The goods to be delivered at the port of discharge or place of delivery as mentioned, whichever applies.

In accepting this Bill of Lading, the shipper and consignee agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped, printed or otherwise incorporated, as fully as it signed by the shipper and consignee, any local custom or privilege to the contrary notwithstanding, and agrees that all agreements or freight engagements for and in connection with the carriage of the goods are superseded by this Bill of Lading.

In witness whereof, the undersigned, on behalf of Japan Line, Ltd., the master and the owner of the vessel, has signed the number of Bill(s) of Lading stated herein, all of this tenor and date, one of which being accomplished, the others to stand void.

(Terms of Bill of Lading continued on the back hereof)

Pre-carriage by

Place of receipt
KOBE CY

Ocean vessel
"AMERICA MARU"

Voy. No.
9047A

Port of loading
KOBE JAPAN

Port of discharge
LOS ANGELES

Place of delivery
NEW ORLEANS CY

Final destination for the Merchant reference

| Container No. Seal No. | Marks and Numbers | Number of containers or packages | Kind of packages ; Description of goods | Gross weight lbs. | Measurement cft. |
|---|---|---|---|---|---|
| | | "SHIPPER'S LOAD & COUNT" | M.L.B. CARGO ********** | | |
| | CELLEX<br>SODIUM CARBOXYMETHYLCELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE.<br>.MAKING LOW SOLIDS MUDS.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN<br>"CELLEX HIGH VISCOSITY | | THIRD ORIGINAL<br><br>RATES AS APPLIED COVER TO PLACE OF DELIVERY ONLY. FORWARDING THEREFROM TO DESTINATION AT RISK AND EXPENSE OF CARGO. | 13,920 Kgs | 17.806 M3 |
| | | 1 CONTAINER<br>(600 BAGS)<br>========== | SODIUM CARBOXYMETHYLCELLULOSE<br>CELLEX HIGH VISCOSITY | | |
| CONTAINER NO.<br><br>SCPU 254251(1) | SEAL NO.<br><br>JLC-76002 | | "FREIGHT PREPAID" | | |

Particulars furnished by shipper

Total No. of containers or packages (in words) SAY : ONE (1) CONTAINER ONLY.-

| Freight and charges | Revenue tons | Rate | per | Prepaid | Collect |
|---|---|---|---|---|---|
| ITEM NO.1765-00 | 17.806 | @$75.00/M3 | | $1,335.45 | |
| O.A.F. | | 11% | | $ 146.90 | |
| B.A.F. | | @$10.00 | M3 | $ 178.06 | |
| | | | | US$1,660.41 | |

| Ex. Rate | Freight prepaid at | Freight payable at | Place and date of issue |
|---|---|---|---|
| | TOKYO JAPAN | | TOKYO JAPAN DEC - 4 1987 |
| @¥ | Total prepaid in Yen | No. of original B(s)/L | Japan Line, Ltd. |
| | | THREE (3) | |

ICS

Laden on board the vessel
Date
Signature

# JAPAN LINE, LTD.

(Continued from Obverse Side)

1. In this Bill of Lading, the word "Carrier" refers to JAPAN LINE, LTD., which performs the sea carriage of the goods, to the ship, her owner, operator, demise charterer, time charterer, and any substitute carrier, and to the Railroad which performs the inland transportation of the goods within the United States, whether any of the foregoing is acting as carrier or bailee; the word "goods" means the commodities covered by this Bill of Lading; the word "custody" means when the goods are on board the ship or rail car, or in any area prior to loading or after discharging therefrom, whether at dockside, rail terminal or facility or elsewhere and wheresoever situated, or while in transit to or from terminals, yards or receiving or dispersal areas owned or leased by Carrier, provided Carrier has accepted custody of the goods by its agents, servants or independent contractors having issued a document incorporating the terms and conditions of this Bill of Lading contract which acknowledges receipt of such goods and Carrier has not made delivery of such goods as provided herein; the word "ship" includes the vessel named herein, any substitute vessel, and any craft, lighter or other means of transportation owned, chartered or operated and employed by Carrier or any substitute carrier in the transportation of the goods; the word "master" refers to the master or person in charge of any such vessel, craft, lighter or other means of transportation; the word "shipper" includes the person named as such in this Bill of Lading, the person for whose account the goods are shipped, the holder of this Bill of Lading, and the owner of the goods; the word "consignee" includes the consignee named herein or any assignee under a straight bill of lading, the holder of this Bill of Lading, the receiver and the owner of the goods; the word "charges" includes freight and all expenses and money obligations incurred with respect to the goods and payable by the goods, the shipper or consignee; the word "person" includes an individual, corporation, partnership or other entity as the case may be; the word "Cargo" includes the goods; "permitted by the Interstate Commerce Commission" applies only to rail transportation within the United States and means as provided by the terms and conditions of the Uniform Domestic Straight Bill of Lading or other form of Uniform Bill of Lading adopted by the Carriers in the applicable territory of territories as prescribed or permitted by the Interstate Commerce Commission, even though such bill of lading was not, and was not intended to be, issued covering the goods; the singular includes the plural, and vice versa, as the case may be.

2. Except as otherwise provided in Clauses 25 and 26 below, this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided herein) govern throughout such time as Carrier may have custody of the goods. The shipper represents that the goods, except parcels not carried in or on containers, railroad cars, trailers and other vehicles need not be stowed under deck and expressly agrees that the goods carried in or on containers, railroad cars, trailers and other vehicles may be stowed on deck and Carrier shall not be required to note, mark or stamp any statement of "on deck" carriage on the face of this Bill of Lading, any custom to the contrary notwithstanding. It is further expressly agreed, whether such goods are, or are stated to be, carried on deck, that such goods are deemed to be stowed under deck and the provisions of said Carriage of Goods by Sea Act shall govern with respect to said goods with the same force and effect as if said goods were actually carried under deck. Except as provided in Clause 26, the responsibility of each sea and inland carrier included within the term Carrier as defined above for or with respect to the goods shall be limited to the transportation of said goods over each such carrier's own line while the goods are in such carrier's custody, and no such carrier shall be liable for any delay, expense, non-delivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the custody of such carrier. Wherever the terms of this Bill of Lading do not apply, the containers, railroad cars, trailers and other vehicles shall be governed by the terms and conditions of the connecting carrier's bill of lading, if any, and/or Uniform Bill of Lading as prescribed by the Interstate Commerce Commission. Nothing herein contained shall be construed as relieving or limiting any other motor, rail, air or water carrier from its obligations to Carrier or the goods for loss or damage thereto, while the goods are in the possession of such other motor, rail, air or water carrier, as carrier or bailee.

3. The scope of the voyage herein contracted for shall include the usual or customary or advertised ports of call, whether named in this contract or not, also ports in or out of advertised, geographical, usual ordinary or intended order, and ports in any order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The ship may call at any port for the purpose of the current voyage or of a prior or subsequent voyage and may, either before or after proceeding toward the port of discharge and for the purposes of the current or of a prior or subsequent voyage, even though less or more of such voyages may be nominal, or for any purpose whatsoever that Carrier or the master may deem advisable, proceed toward, call or stop at, load or discharge cargo or passengers at, for or between, any intermediate ports or places, omit calling at any port or ports whether scheduled or not, call at the same port more than once, proceed by any route and depart from the direct, advertised, geographical, customary or intended route or order. The description of the scope of the voyage shall include any additional description written, typed, stamped or printed hereon by Carrier.
The ship may, either with or without passengers or the goods on board, and before or after proceeding toward the port of discharge, adjust compasses, go on dock or ways, or to repair yards, shift berths, take fuel or stores, remain in port, sail without pilots, whether or not pilots are customary or available, proceed under tow, tow or assist vessels, save or attempt to save life or property, whether the property be that of Carrier or others, and lie on bottom in berth, and may do any or all of such things once or more, and all the foregoing shall be deemed included, but not by way of limitation, within the contract voyage.
In case of lack of discharging facilities, or of failure to find or identify the goods at the port of discharge, or in case of the existence of any of the conditions or contingencies mentioned hereinafter, the shipper further authorizes the carriage of any part or all of the goods beyond the port of discharge and their discharge on the ship's return, or their return by any other means of transportation, whether by land, water or air, and the taking of such other measures as may be permitted by this Bill of Lading. Any overcarriage shall not violate any of the provisions of this Bill of Lading.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of Carrier or the master is likely to give rise to risk of capture, seizure, detention, damages, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it 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 or discharging at or leaving the port of discharge or the usual place of discharge in such port, 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 their failure to do so may warehouse the goods at the risk and expense of the shipper or Carrier or the master, whether on first presentation or thereafter, 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 Carrier or the master may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or Carrier or the master may retain the goods on board until the return of the ship to any port or place Carrier or the master thinks advisable and discharge the goods at any place whatsoever as herein provided; or Carrier or the master may discharge and forward the goods by any means, whether by land, water or air, at the risk and expense of the goods. The goods may be discharged from the ship at their risk as herein provided, they shall be at their risk and expense until the time when Carrier's complete delivery under and performance of this contract and Carrier's responsibility shall be freed from any further responsibility in respect thereof except to mail notice of the disposition of the goods direct to the shipper or consignee named in this Bill of Lading at such address as may be stated herein. For any service rendered to the goods as hereinabove provided, Carrier shall be entitled to a reasonable extra compensation.

5. Carrier, the master and the ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or of any department or agency thereof, or by any person acting or purporting to act with the authority of such government or of any department or agency thereof, or by any committee or person having, under the terms of any war risk insurance on the ship, the right to give such orders or directions, and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, but shall be lawful and the ship shall not be liable for any loss of or damage to or expense with respect to the goods whatsoever resulting therefrom. Compliance with any such orders or directions, Delivery or other disposition of the goods in accordance with this Clause 5 shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may call armed or unarmed and with or without convoy.
In addition to all other liberties herein Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or enacted from Carrier by any government or department thereof or any person acting or purporting to act with the authority of either of them. In any of the above circumstances the goods shall be safely at their risk and expense and all expenses and charges so incurred shall be payable by the shipper and the consignee thereof and shall be a lien on the goods.

6. If the goods in whole or in part are shut out from the ship named herein for any cause, or if the loading of the goods as customary is delayed or the ship is likely to be detained, the ship may proceed without loading or without completing the loading of the goods and notice to the shipper or the consignee of such sailing is hereby waived, and Carrier shall have liberty to forward the goods under the terms of this Bill of Lading on the next available ship of this Line, or at Carrier's option by any other means of transportation, whether by land, water or air.
Another vessel may be substituted for the ship, without notice, wheresoever and wheresoever Carrier deems it desirable, whether or not the substituted vessel be owned or operated by Carrier or arrives or departs or is scheduled to arrive or depart before or after the ship.

7. In making arrangements for any substituted, transshipping or forwarding vessel or other means of transportation not operated by Carrier and in all matters whatsoever connected with transshipping and forwarding the goods, Carrier shall be considered solely as the forwarding agent of the shipper and without any other responsibility whatsoever. The carriage by substituted, transshipping or forwarding carrier and all transshipment or forwarding shall be subject to all provisions of the regular form of bill of lading, freight note, contract, or other shipping document in use at the time by such carrier, whether or not issued for the goods, even though such provisions may be less favorable to the shipper and consignee than the provisions hereof and may contain more stringent requirements as to notice of claim or commencement of suit and may validly exempt such carrier from liability for negligence; and the shipper expressly authorizes Carrier to arrange with such carrier that the lowest valuation of the goods or limitations of liability contained in such bill of lading, freight note, contract or other shipping document of such carrier shall apply, even though lower than the valuation herein provided.
Even though transshipment or forwarding of the goods be not contemplated hereby, wherever and wherever Carrier deems it desirable it may, without notice, transship the goods in whole or in part by any vessel or vessels and may, without notice, forward them in whole or in part by any means of transportation, whether by land, water or air. Carrier may delay forwarding awaiting a vessel or conveyance in its own service or with which it has established connections. Pending or during transshipment or forwarding, the goods may be stored ashore or afloat, or both, and Carrier shall not be liable in any capacity or under any circumstances whatsoever for any loss or deterioration of, or damage to the goods occurring after their discharge from the ship.
All risk and expense incident to making the aforesaid arrangements, all such carriage by substituted, transshipping or forwarding carrier, all transshipping or forwarding (including, but not by way of limitation, any case of interruption or abandonment of the voyage at the port of loading or elsewhere), all storage of the goods as aforesaid, and all other matters referred to in this Clause, shall be at the risk and expense of the goods.

8. The description of the goods and the particulars concerning the packages and customary freight units or shipping units stated on the face hereof are those of the shipper; and Carrier has no knowledge with respect thereto and does not, by the issuance hereof, agree that such description is correct or admit the good order and condition of the goods or of the contents of any package or customary freight unit, except as may be otherwise provided by applicable statute. The shipper shall be liable for, and shall indemnify and hold harmless Carrier and the ship against all loss, damage and expense arising or resulting from the shipper's failure to furnish to Carrier the correct weight of any package or customary freight unit, or to mark the correct weight thereon.

9. The shipper, the consignee and the goods, jointly and severally, shall be liable for, and shall indemnify and hold harmless Carrier and the ship against any payment, expense, fine, fees, dues, duty, tax, impost, loss, damage, legal fees, expenses or disbursements howsoever caused, sustained or incurred by, or levied upon Carrier or the ship in connection with the goods or by reason of having the goods on board, for any reason whatsoever including, but not by way of limitation, detention by, or any action or requirement of, any government, or governmental authority, or of any person purporting to act under the authority thereof; incorrect or insufficient marking, numbering, or addressing of packages or description of the contents; failure of the shipper or the consignee to procure consular, Board of Health and any other required certificates to accompany the goods, or to supply any information required by law, or to comply with laws or regulations of any kind applicable with respect to the goods by the authorities at any port or place; any act or omission of the shipper or consignee, any claims by, or interest in, the goods of third persons, any legal proceedings, process, judgments, seizure or attempted judgment or seizure, or other proceedings whatsoever, other than for breach of this contract of carriage, in which the goods are seized or attached or sought to be seized or attached, or proceeded against, and any proceeding by way of interpleader or otherwise, which Carrier or the master may bring to determine the title to or right of possession in and to the goods.

10. If green fruits, vegetables, meats or any other kind of goods of a perishable nature are shipped hereunder, unless the shipper specifies that such goods are of a perishable nature in writing at the time of delivery of such goods to Carrier that they be carried under refrigeration, ventilation or any other special care or treatment, at the rate of freight applicable thereto, and Carrier agrees by special notation hereon so to carry such goods, the shipper represents that the goods do not need, and it is agreed that Carrier will not be required to give them, any care or treatment not regularly given by Carrier to non-perishable goods and that the goods may be carried as ordinary cargo.
By reason of special characteristics of the ship required in this service, the ship is not equipped with refrigerated or specially cooled, heated, or ventilated compartments, and Carrier does not hold itself out as equipped to provide, nor does it undertake to provide refrigeration, ventilation, or heating for perishable goods or goods subject to damage by heat or cold except when such goods are shipped in containers, railway cars, highway trailers, or other vehicles which have been provided by or approved by Carrier and subject to all the terms and conditions of Carrier's applicable tariffs.
Carrier may discharge any such goods without notice as soon as the vessel is ready, notwithstanding danger to such goods from freezing or other weather conditions, and it shall be the duty of the consignee or other person taking delivery of such goods, to provide means for protection of such goods on discharge. If delivery thereof is not taken as soon as available after landing, the same may be left on wharf or other convenient place or may be held on board and/or placed in warehouse at risk of the shipper and the consignee.
If at any stage of the transportation the goods shall be, or if in the opinion of the master or Carrier's representative any such goods shall be, decayed, injurious or offensive, or condemned or ordered destroyed by the health or other authorities, the same may be thrown overboard or destroyed without notice, before or after arrival at port of discharge and Carrier shall not be responsible therefore.

11. The [illegible] of live animals, fowl and fish and Carrier does not hold itself out or proposed to

12. Carrier may discharge the goods at port of discharge or at any other place as provided below, continuously, Sundays and holidays included, at all such hours by day and by night as Carrier may determine, without giving notice either of arrival or discharge, no matter what the state of the weather or custom of the port may be. If by reason of any cause not due to, nor contributed to by, fault of Carrier the ship is prevented from arriving at the regular shore installations of Carrier or is unable to use said regular shore installations, equipment and facilities of Carrier in the discharge of the goods from the ship, the consignee shall accept delivery on or to lighters or other craft or at any other place where Carrier may decide to discharge the goods.
Carrier shall not be liable in any respect because heat, refrigeration or special cooling facilities are not furnished during loading, discharge, or any part of the time that the goods are upon dock, wharf, craft or other loading or discharging place, and Carrier does not undertake to furnish such facilities. Unless the ship discharges directly to dock, wharf or shore, the consignee shall accept delivery on or to lighters or other craft. In arranging for any necessary lighters or other transportation between ship and shore, Carrier shall do so as the agent of the shipper and the consignee and at the risk and expense of the shipper, consignee and of the goods, and Carrier may demand that the consigner furnish lighters and other craft, depot, wharf or other facilities to enable the ship to discharge as soon as it is ready and as fast as the master may direct, and the shipper, consignee and the goods shall be liable for all loss and expense resulting from any detention of the ship caused by consignee's failure to comply with such demand; and all charges, dues and expenses for lighterage, use of craft, landing, sorting, watching, handling, porterage, delivery, pier, shed and other facilities and services of whatsoever nature, connected with the discharge, delivery or other disposition of the goods, shall be at the expense of the shipper, consignee and of the goods.

13. All responsibility of Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered to the consignee and at the risk and expense of the consignee when delivered to pier, dock, vessel, lighters or other craft whether of any connecting carrier or otherwise, or on public dock, or in public warehouse, or put into possession of customs or other authorities, the customs or other authorities or persons taking possession of the goods being deemed to have taken delivery thereof as agent of the shipper, consignee, and of the goods. In any other case where the goods remain in Carrier's custody after discharge from the ship, and possession thereof is not taken by the consignee before the expiration of free time allowed in Carrier's applicable tariffs they shall be considered to have been delivered to the consignee and may, at Carrier's option, and subject to Carrier's lien as provided hereinafter, be sent to store or warehouse or be permitted to lie where landed, always at the risk and expense of the shipper, consignee and of the goods. Carrier shall not be required to give any notification in writing or otherwise of arrival, discharge or disposition of the goods, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation concerning notification which may be made on the face hereof.

14. Carrier shall not be liable for failure to deliver in accordance with leading marks unless such marks shall appear on the face hereof and shall have been clearly and durably stamped or marked by the shipper, before loading, upon the goods or packages, as the case may be, in letters and numbers (if any) not less than two inches high, together with the name of port of discharge, and unless such letters, numbers and name shall be decipherable at port of discharge. 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 for completing delivery 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 good delivery to the extent thereof. The shipper, consignee and the goods shall be liable for all expense of mending, cooperage, baling and reconditioning thereof, and gathering of loose goods. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing any lost goods and replacing or repairing any damaged goods.

15. The freight is adjusted in consideration of all the terms and provisions of this contract, whether written, printed, pasted or stamped. Freight shall be payable, at Carrier's option, on gross entire weight or measurement, or gross discharge weight or measurement, or ad valorem basis, or package or customary freight unit basis. Freight may be calculated on the basis of the description of the goods, furnished by the shipper, but Carrier may at any time, weigh, measure and value the goods and open packages or customary freight units to examine contents. In case the shipper's description is found to be erroneous and additional freight is payable, the goods shall be liable for any additional freight and expense incurred in examining, weighing, measuring and valuing the goods.
Full freight and all advance charges against the goods shall be completely earned, and shall be due and payable to sea carrier on receipt of the goods by Carrier whether the freight be stated as or intended to be prepaid, or to be collectible at destination, and Carrier shall then be entitled absolutely to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatsoever, the ship or the goods, or both, lost or not lost. Full freight shall be paid whether the goods be damaged or lost, or packages or customary freight units be empty or partly empty. All freight and charges shall be paid in full and without any offset, counterclaim or deduction, in United States currency, or (as to shipments from ports outside of the United States) at Carrier's option in its equivalent in local currency at bank demand rates of exchange on New York as of the date of payment of freight shall be due hereunder. Any error in freight or in charges or in the classification herein of the goods is subject to correction, and if on correction, the freight or charges are higher, Carrier may collect the additional amount.

16. Except where another value is permitted by the Interstate Commerce Commission (in which case such other value shall apply), if the value of the goods is $500 or less per package, or in case of goods not shipped in packages is $500 or less per customary freight unit, or is $2,500 or less per carload of goods loaded in bulk in the railway car without being packed in containers of any kind (hereinafter referred to as "bulk car shipment"), unless a higher valuation has been agreed on the conditions provided below, the agreed valuation of such goods is the market value at destination. If the value of the goods is more than $500 per package, or in case of goods not shipped in packages is more than $500 per customary freight unit, or is more than $2,500 per bulk car shipment, unless a higher valuation has been agreed on the conditions provided below, the agreed valuation of such goods is $500 per package or customary freight unit, or $2,500 per bulk car shipment as the case may be. If the nature of the goods and a value higher than the applicable valuation above has been declared in writing by the shipper on delivery of such goods to Carrier and noted on the face hereof by Carrier, and the extra freight charge *incident thereto has been paid, if required, or agreed to be paid*, such declared value of the goods is the agreed valuation. In the case of loss of, or damage to or in connection with the goods, the amount of damages for which Carrier may be liable, if any, shall be measured and determined on the basis of the agreed valuation, and pro-rata in case of partial loss or damage. In no event shall Carrier be liable for more than the fair market value of the goods actually sustained, nor shall it be liable for any direct or indirect loss or damage caused by delay, nor for any consequential or special damages.

17. Without waiver or limitation of any exemption from or limitation of liability afforded by law or by this Bill of Lading, neither Carrier nor any corporation owned by, subsidiary to, or associated or affiliated with Carrier shall be liable for any loss or damage whatsoever and whenever occurring by reason of any life whatsoever, including that occurring before loading or after discharge from the ship, unless such fire shall have been caused by the design or neglect on his the actual fault or privity of Carrier or of such corporation, respectively. In any situation where such exemption from liability may not be permitted by law neither Carrier nor such corporation shall be liable for any such loss or damage by fire unless caused by negligence, including that imputed by law, for which Carrier or such corporation is liable, respectively.

18. Nothing in this Bill of Lading shall operate to limit or deprive Carrier of any statutory protection or exemption from, or limitation of, liability contained in the law of the United States, or in the laws of any other country which may be applicable.

19. If the ship 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 Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify Carrier against all loss of 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 goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects are at fault in respect of a collision or contact.

20. General Average shall be adjusted, stated and settled at Tokyo or any other port or place at Carrier's option according to the York-Antwerp Rules, 1974, and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment, and in the currency selected by Carrier. The general average adjustment shall be prepared and stated by average adjusters selected by Carrier. The adjusters shall attend to the settlement and collection of the average subject to customary charges. Such adjustment disbursements in foreign currency shall be exchanged into United States dollars at the rate prevailing on the dates made, and allowance for damage to goods claimed in foreign currency shall be exchanged at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged goods. Average agreement or bond, and such deposit as Carrier may require as additional security for the estimated contributions to be made by the goods and any general average and special charges thereon shall be furnished by the shipper or the consignee to Carrier before delivery of the goods. Such deposit shall, at the option of Carrier, be payable in United States currency and be remitted to the adjuster pending settlement of the general average, and refunds of credit balances, if any, shall be paid in United States currency. In addition to the circumstances dealt with in the York-Antwerp Rules 1950, it is agreed that if Carrier has used due diligence in the stowage of cargo and if the safe prosecution of the voyage is thereafter imperiled in consequence of the disturbance of stowage, the costs of handling, discharge, reloading and restowing cargo shall be allowed in General Average, even though the handling of cargo is not necessary for the purpose of effecting repairs to the vessel.
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 Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with 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 Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships were owned or operated by strangers.

21. As to loss of or damage to the goods occurring or presumed to have occurred during sea carriage, unless notice of loss of damage and the general nature of such loss or damage be given in writing to Carrier or its agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof, such removal shall be prima facie evidence of the delivery by Carrier of the goods as described herein. If the loss or damage is not apparent, the notice must be given within three days of the delivery.

22. As to loss of or damage to the goods occurring or presumed to have occurred during sea carriage, Carrier and the ship shall be discharged from all liability in respect of loss, damage and every claim whatsoever with respect to the goods, unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered, even though the claim is based on gross negligence, unseaworthiness, conversion, deviation or any act of Carrier or any of its agents which may have the effect of deviation or on any other grounds.

23. The shipper, the consignee and the goods shall be jointly and severally liable to Carrier for the payment of the total amount due hereunder and for the performance of the obligation of each of them hereunder; and the risk, liability and expense of the goods herein provided for shall be the risk, liability and expense of the shipper and the consignee jointly and severally. Whenever any sum shall become due to Carrier hereunder for freight charges or in any other respect whatsoever, or whenever the shipper or the consignee shall be obliged hereunder to indemnify or hold harmless Carrier or the ship against any loss, damage or expense, or to furnish bond or other security for any charges on the goods hereunder, Carrier shall have a lien on the goods therefor, which shall survive delivery, and may enforce said lien by public or private sale and without notice. The proceeds of any such sale shall be applied toward the settlement of the amount due Carrier hereunder and Carrier shall not be under any liability in consequence thereof except to account for the balance, if any, of such proceeds.

24. Any other agreements or freight engagements for the shipment of the goods herein described are superseded by this Bill of Lading.
The provisions of this Bill of Lading shall be separable and if any part or provision hereof is invalid or unenforceable such circumstance shall not affect the validity or enforceability of any other part or provision hereof.
This Bill of Lading shall be construed, and the rights of the parties hereto, including consigner, assigns or any holder of this Bill of Lading taking delivery of the goods, or any other person in any way concerned herewith, shall be determined, according to the law of the United States.
If required by Carrier, this Bill of Lading, duly endorsed, must be surrendered to the agent of Carrier at the port of discharge in exchange for delivery order.
The goods carried hereunder are subject to all the terms and provisions of the tariff or tariffs on file with the Federal Maritime Commission, Interstate Commerce Commission or any other regulatory body which governs particular portions of this carriage, and the terms of said tariff or tariffs are hereby incorporated herein as part of the terms and conditions of this Bill of Lading.

25. It is contemplated that the goods will be carried in through transportation that will include inland transportation within the United States by the Railroads and sea carriage by one or more of the other Carriers above defined. At all times when the goods are in the custody of the Railroad it shall be entitled to all the rights, privileges, liens, limitations of and exonerations from liability, optional or discretionary rights, or rights of indemnity granted to Carrier and/or the "shipowner" hereunder, to the full extent permitted to rail carriers under the rules and regulations of the Interstate Commerce Commission and any other laws of the United States relating to rail carriers provided, however, that nothing contained in this Bill of Lading shall be deemed a surrender by any Railroad or any of its rights and immunities or an increase of any of its limitations of and exonerations from liability under said rules, regulations and laws or permitted by the Interstate Commerce Commission.

26. Subject to all rights, privileges and limitations of and exonerations from liability granted to Carrier under this Bill of Lading to the full extent permitted by applicable law, any liability for loss or damage to the goods shall be governed:
1. When it is established in whose custody the goods were when the loss or damage occurred:
   a. During sea carriage or during carriage by inland waterways (which shall be deemed to be sea carriage), by the Carriage of Goods by Sea Act of the United States as provided in Clause 2 above;
   b. During rail transportation within the United States, as permitted by the Interstate Commerce Commission and according to the joint tariffs on file with the Federal Maritime Commission and the Interstate Commerce Commission, the sea carrier guarantees the performance of the other carriers under the joint tariffs. As to services incident to through transportation to be performed by carriers not subject to the joint tariffs or to be performed outside the United States of America, Carrier undertakes to procure as the shipper's agent such services as necessary. All such services shall be subject to the usual contracts of persons providing the services. Sea Carrier guarantees the fulfillment of the obligations of such persons under the pertinent contracts.
2. When it cannot be established in whose custody the goods were when the loss or damage occurred, it shall be conclusively presumed to have occurred during sea carriage and any liability therefor shall be governed as provided in

DAS INTERNATIONAL INC.
Y. Nishimura

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Tokyo, December 7, 1981

Mr. Charles F. Petri,
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

Enclosed is our Invoice No. MON-157 in the amount of US$39,870.00 for our shipment of 600 bags. of CELLEX HIGH VISCOSITY to New Orleans.

Please note we have enclosed the first and third original of bill of lading. The Second original is kept here just in case.

Please pay to our aconut of Bank of Tokyo, Yaesudori Office, Tokyo.

Best regards,

DKS INTERNATIONAL, INC.

Y. Nishimura
YN/em

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Tokyo, December 7, 1981

Messrs. Montello, Inc.

6106 East 32nd Place

Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

We wish to inform you the shipping/~~the airway~~ XXXXXXXXXX schedule covering : 30,000 lbs. (600 bags.) of CELLEX HIGH VISCOSITY (Order No. 3873)

Please note the goods are being despatched

by " AMERICA MARU " of JAPAN LINE

leaving Kobe, Japan on December 4, 1981

arriving at Los Angeles (New Orleans) on or about December 17, 1981

We enclosed herewith/~~will send separately~~ XXXXXXXXXXXXXXXXXXX copies of the relative documents as follows:

Original Bill of Lading
Invoice, Custom Invoice, Packing List, Insurance Policy and B/L copy.

We shall be glad of your advice of the good arrival of the consignment.

With our best regards,

Yours faithfully,
DKS INTERNATIONAL, INC.

Y. Nishimura

YN/em

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS
Print your name, address, and ZIP Code in the space below.
- Complete items 1, 2, and 3 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

RETURN TO

Mr. Charles F. Petri
MONTELLO, INC.
(Name of Sender)

6106 E. 32nd Pl., Suite 100
(Street or P.O. Box)

Tulsa, Oklahoma 74135
(City, State, and ZIP Code)

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS
Print your name, address, and ZIP Code in the space below.
- Complete items 1, 2, and 3 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

RETURN TO

Mr. Charles F. Petri
MONTELLO, INC.
(Name of Sender)

6106 E. 32nd Place
(Street or P.O. Box)

Tulsa, Oklahoma 74135
(City, State, and ZIP Code)

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
- [x] Show to whom and date delivered..... ¢
- [ ] Show to whom, date and address of delivery... ¢
- [ ] RESTRICTED DELIVERY
  Show to whom and date delivered..... ¢
- [ ] RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery.$

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
N/L BAROID
P.O. Box 1675
Houston, Texas 77001

3. ARTICLE DESCRIPTION:

| REGISTERED NO. | CERTIFIED NO. | INSURED NO. |
|---|---|---|
| | P138441394 | |

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent

Otis Sams

4. DATE OF DELIVERY: DEC 11 1981

POSTMARK: HOUSTON, TX DEC 11 1981 USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆GPO : 1979-288-848

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
- [x] Show to whom and date delivered..... ¢
- [ ] Show to whom, date and address of delivery... ¢
- [ ] RESTRICTED DELIVERY
  Show to whom and date delivered..... ¢
- [ ] RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery.$

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO: Ms. Carla Curry
Behring International Inc.
P.O. Box 20029
New Orleans, LA 70141

3. ARTICLE DESCRIPTION:

| REGISTERED NO. | CERTIFIED NO. | INSURED NO. |
|---|---|---|
| | P138441392 | |

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [x] Authorized agent

4. DATE OF DELIVERY: DEC 11 1981

POSTMARK: NEW ORLEANS, LA DEC 11 1981 USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆GPO : 1979-288-848

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 12/14/81 | 14729 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>P.O. Box 1675<br>Houston, TX 77001 | #020100<br>NL Baroid<br>Jordon Road & Hayne Blvd<br>New Orleans, La. |

TERMS: ~~NET 30~~ 15 Days from date of receipt of invoice

FREIGHT: PREPAID [X] COLLECT [ ]

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| N 7447<br>VV 256~~5~~5 | 11/18/81 | Japan Ace V 9246A | | 12/10/81 | Kobe, Japan | 3872 |

| DESCRIPTION | | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| Pac L | 50# | 600 | 93.25 | $55950.00 |

Container # NICU 900507 (9) 600 Bags

NOTE: Drayage charges will be invoiced when bill is received.

Warden

# 14729

I.O. I R S

CUSTOMER ORDERS  INTL: ___  MONTHLY: X

| DATE | NUMBER |
|---|---|
| | P.O. 3072 3473 |

| SOLD TO | SHIPPED TO |
|---|---|
| Barrel Drums<br>PO Box 1675<br>Houston TX | NL Barrel<br>Jordan Rd & Wayne Blvd<br>New Orleans, La |

TERMS: NET 30 – 1½% LATE CHARGE – 45 DAYS  FREIGHT: PREPAID [X] COLLECT

| CUSTOMER ORDER NO. | ORDER DATE | VIA | DATE SHIPPED | SHIPPED FROM |
|---|---|---|---|---|
| H 7447<br>VV 256655 | 11/18/81 | Hayes Gee V9246A | 12/10/81 | Houston, Texas |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Pail L 50# | .600 | @ 93.25 | |
| ~~Drayage~~<br>Container # NICU 900507 (9) 600 lbs | | | |
| Drayage Charges will be Invoiced<br>when bill is received. | | | |
| Terms - 15 days from date of receipt of Invoice | | | |

SALES REP: Pool  SALES AREA: 160  COMM RATE: 3.00

COST 53.646.00

% 95.9

X

PURCHASE ORDER

# MONTELLO, INC.

6106 EAST 32nd PLACE • TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 • (24 HRS) - TWX 910-845-2396

No 3872

THIS NUMBER MUST APPEAR ON INVOICES, B/L, BUNDLES, CASES PACKING LISTS AND CORRESPONDENCE.

DKS International, Inc.
Miki Bldg.
3-12-1 Nihombashi, Chuo-Ku
Tokyo, Japan

DATE: 11/18/81
DATE WANTED: ASAP
TERMS: Special Baroid Terms
F.O.B.: Kobe, Japan
SHIP VIA: your arrangements

SHIP TO: See below

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 600/bags | Pac - L 50# | | |
| | 30,000 lbs. | @ 1.586 | $47,580.00 |
| | | CIF New Orleans | |

Consign to: Montello, Inc.
c/o Behring International, Inc.
P. O. Box 20029
New Orleans, LA 70141

Notify party: Behring International, Inc.
P. O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone: 504+468-2800

Confirms TLX 0216 11/18/81

Do Not Duplicate

BY _____
AUTHORIZED SIGNATURE

FORM 15504, REGENT FORMS, BELLMAWR, N.J. 08031

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Tokyo, November 27, 1981

Messrs. Montello, Inc.

6106 East 32nd Place

Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

We wish to inform you the shipping/~~the airway~~ schedule covering : 30,000 lbs. (600 bags.) of PAC - L
(Order No. 3872)

Please note the goods are being despatched

by " JAPAN ACE " of JAPAN LINE

leaving Kobe, Japan on December 9, 1981

arriving at Los Angeles (New Orleans) on or about December 23, 1981

We enclosed herewith/~~will send separately~~ copies of the relative documents as follows:

Two copies of Invoice and Packing List.

We shall be glad of your advice of the good arrival of the consignment.

With our best regards,

~~Yours~~ faithfully,
DKS INTERNATIONAL, INC.

Y. Nishimura

YN/em

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-159

Tokyo, November 27, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3872 |

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipped per | From |
|---|---|
| " JAPAN ACE " | Kobe, Japan |

To
New Orleans, via Los Angeles

| Sailing on or about | Quantity |
|---|---|
| Dec. 9, 1981 | 30,000 lbs. (600 bags.) |
| L/C No. | |

Issuing Bank

Commodity
Polyanionic Cellulose PAC - L

SHIPPING MARKS & NOS.

PAC - L

POLYANIONIC CELLULOSE

DRILLING MUD ADDITIVE FOR
.LOW SOLIDS MUDS.
.FRESH OR SALT WATER SYSTEMS.
.REDUCING FILTRATION RATE.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

PAC - L
LOW VISCOSITY

| Description | Quantity | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Polyanionic Cellulose PAC - L | 30,000 lbs. | US$1.586 | US$47,580.00 |

DKS INTERNATIONAL, INC.

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-159

Tokyo, November 27, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3872 |

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipped per | From |
|---|---|
| " JAPAN ACE " | Kobe, Japan |

To
New Orleans, via Los Angeles

| Sailing on or about | Quantity |
|---|---|
| Dec. 9, 1981 | 30,000 lbs. (600 bags.) |
| L/C No. | |

Issuing Bank

Commodity
Polyanionic Cellulose PAC - L

SHIPPING MARKS & NOS.

PAC - L

POLYANIONIC CELLULOSE

DRILLING MUD ADDITIVE FOR
.LOW SOLIDS MUDS.
.FRESH OR SALT WATER SYSTEMS.
.REDUCING FILTRATION RATE.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

PAC - L
LOW VISCOSITY

| Description | | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Polyanionic Cellulose PAC - L | 30,000 lbs. | US$1.586 | US$47,580.00 |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : **INVOICE NO.** MON-159

**TOKYO,** November 27, 1981

| Contract No. | Contracted Date | Your order No. 3872 |
|---|---|---|
| Consigned to Messrs. Montello, Inc. 6106 East 32nd Place Tulsa, Oklahoma 74135, U.S.A. (c/o Behring International, Inc. P.O. Box 20029, New Orleans, LA 70141) | | |
| Shipped per " JAPAN ACE " | | From Kobe, Japan |
| To New Orleans via Los Angeles | | |
| Sailing on or about Dec. 9, 1981 | | Quantity 30,000 lbs. (600 bags.) |
| L/C No. | | |
| Issuing Bank | | |
| Commodity Polyanionic Cellulose PAC - L | | |

SHIPPING MARKS & NOS.

PAC - L

POLYANIONIC CELLULOSE

DRILLING MUD ADDITIVE FOR
.LOW SOLIDS MUDS.
.FRESH OR SALT WATER SYSTEMS.
.REDUCING FILTRATION RATE.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

PAC - L
LOW VISCOSITY

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Polyanionic Cellulose PAC - L<br>50 lbs. net in paper bag. X 600 bags. | 30,000 lbs. | | |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : **INVOICE NO.** MON-159

**TOKYO,** November 27, 1981

| Contract No. | Contracted Date | Your order No. 3872 |
|---|---|---|

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipped per " JAPAN ACE " | From Kobe, Japan |
|---|---|
| To New Orleans via Los Angeles | |
| Sailing on or about Dec. 9, 1981 | Quantity 30,000 lbs. (600 bags.) |
| L/C No. | |
| Issuing Bank | |
| Commodity Polyanionic Cellulose PAC - L | |

SHIPPING MARKS & NOS.

PAC - L

POLYANIONIC CELLULOSE

DRILLING MUD ADDITIVE FOR
.LOW SOLIDS MUDS.
.FRESH OR SALT WATER SYSTEMS.
.REDUCING FILTRATION RATE.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

PAC - L
LOW VISCOSITY

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Polyanionic Cellulose<br>PAC - L<br><br>50 lbs. net in paper bag. X 600 bags. | 30,000 lbs. | | |

DKS INTERNATIONAL, INC.

PURCHASE ORDER

# MONTELLO, INC.

6106 EAST 32nd PLACE • TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 • (24 HRS) - TWX 910-845-2396

№ 3872

THIS NUMBER MUST APPEAR ON INVOICES, B/L, BUNDLES, CASES PACKING LISTS AND CORRESPONDENCE.

DKS International, Inc.
Miki Bldg.
3-12-1 Nihombashi, Chuo-Ku
Tokyo, Japan

| | |
|---|---|
| DATE | 11/18/81 |
| DATE WANTED | ASAP |
| TERMS | Special Baroid Terms |
| F.O.B. | Kobe, Japan |
| SHIP VIA | your arrangements |

SHIP TO

See below

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 600/bags | Pac - L 50# | | |
| | 30,000 lbs. | @ 1.586 | $47,580.00 |
| | | CIF New Orleans | |

Consign to: Montello, Inc.
c/o Behring International, Inc.
P. O. Box 20029
New Orleans, LA 70141

Notify party: Behring International, Inc.
P. O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone: 504+468-2800

Confirms TLX 0216 11/18/81

Do Not Duplicate

## ACKNOWLEDGMENT

DKS INTERNATIONAL INC.

PLEASE SIGN AND RETURN IMMEDIATELY

ACCEPTED BY (SIGNATURE) Y. Nishimura

BY

AUTHORIZED SIGNATURE

SHIPPING DATE PROMISED

FORM 15504, REGENT FORMS, BELLMAWR, N J 08031

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Tokyo, December 10, 1981

Mr. Charles F. Petri,
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

Enclosed is our Invoice No. MON-159 in the amount of US$47,580.00 for our shipment of 600 bags. of PAC - L to New Orleans.

Please note we heve enclosed the first and third original of bill of Lading. The second original is kept here just in case.

Please pay to our acount of Bank of Tokyo, Yaesudori Office Tokyo.

Best regards,

DKS INTERNATIONAL, INC.

Y. Nishimura
YN/em

Forwarding Agent
Senyo Koun KK

B/L No.
J020-01681

Shipper
DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

Japan Line

# INTERMODAL BILL OF LADING

Consignee
Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141

Notify party
Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry Phone: 504-468-2800

*Received* by Carrier for transportation by joint ocean and rail carriage to place delivery as indicated herein, the goods as mentioned herein in apparent good order and condition unless otherwise stated. The goods to be delivered at the port of discharge or place of delivery as mentioned, whichever applies.

In accepting this Bill of Lading, the shipper and consignee agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped, printed or otherwise incorporated, as fully as it signed by the shipper and consignee, any local custom or privilege to the contrary notwithstanding, and agrees that all agreements or freight engagements for and in connection with the carriage of the goods are superseded by this Bill of Lading.

In witness whereof, the undersigned, on behalf of Japan Line, Ltd., the master and the owner of the vessel, has signed the number of Bill(s) of Lading stated herein, all of this tenor and date, one of which being accomplished, the others to stand void.

(Terms of Bill of Lading continued on the back hereof)

Pre-carriage by

Place of receipt
Kobe, CY

Ocean vessel "JAPAN ACE" Voy. No. 9246A

Port of loading
Kobe, Japan

Port of discharge
Los Angeles

Place of delivery
New Orleans, CY

Final destination for the Merchant reference

| Container No. Seal No. | Marks and Numbers | Number of containers or packages | Kind of packages; Description of goods | Gross weight lbs. | Measurement cft. |
|---|---|---|---|---|---|
| | | | "SHIPPER'S LOAD AND COUNT" | M.L.B. CARGO ********** | |
| | | | PAC - L<br>POLYANIONIC CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>.LOW SOLIDS MUDS.<br>.FRESH OR SALT WATER SYSTEMS.<br>.REDUCING FILTRATION RATE.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN 1 Container<br>600 Bags<br>(30,000 Lbs.)<br>Polyanionic Cellulose<br>PAC - L<br>"Freight Prepaid" | 13,920 KG | 20.349 M3 |
| Container No.<br>NICU 900507 (9) | | Seal No.<br>JIC 76175 | | | |

THIRD ORIGINAL

RATES AS APPLIED COVER TO PLACE OF DELIVERY ONLY. FORWARDING THEREFROM TO DESTINATION AT RISK AND EXPENSE OF CARGO.

Particulars furnished by shipper

Total No. of containers or packages (in words): Say: One (1) Container Only.-

| Freight and charges | Revenue tons | Rate | per | Prepaid | Collect |
|---|---|---|---|---|---|
| ITEM NO.1765-00 | 20.349 | @$75.00/M3 | | $1,526.18 | |
| C.A.F. | | 11% | | $ 167.88 | |
| B.A.F. | | @$10.00/M3 | | $ 203.49 | |
| | | | | $1,897.55 | |

Ex. Rate
@¥

Freight prepaid at
Tokyo, Japan

Freight payable at

Place and date of issue
Tokyo, Japan DEC 10 1981

Total prepaid in Yen

No. of original B(s)/L
Three (3)

Japan Line, Ltd.

ICS

Laden on board the vessel
Date DEC 10 1981
Signature

# JAPAN LINE, LTD.

(Continued from Obverse Side)

1. In this Bill of Lading, the word "Carrier" refers to JAPAN LINE, LTD., which performs the sea carriage of the goods, to the ship, her owner, operator, demise charterer, time charterer, and any substitute carrier, and to the Railroad which performs the inland transportation of the goods within the United States, whether any of the foregoing is acting as carrier or bailee; the word "goods" means the commodities covered by this Bill of Lading; the word "custody" means when the goods are on board the ship or rail car, or in any area prior to loading or after discharging therefrom, whether at dockside, rail terminal or facility or elsewhere and wheresoever situated, or while in transit to or from terminals, yards or receiving or dispersal areas owned or leased by Carrier, provided Carrier has accepted custody of the goods by its agents, servants or independent contractors having issued a document incorporating the terms and conditions of this Bill of Lading contract which acknowledges receipt of such goods and Carrier has not made delivery of such goods as provided herein; the word "ship" includes the vessel named herein, any substitute vessel, and any craft, lighter or other means of transportation owned, chartered or operated and employed by Carrier or any substitute carrier in the transportation of the goods; the word "master" refers to the master or person in charge of any such vessel, craft, lighter or other means of transportation; the word "shipper" includes the person named as such in this Bill of Lading, the person for whose account the goods are shipped, the holder of this Bill of Lading, and the owner of the goods; the word "consignee" includes the consignee and his or its assignee under a straight bill of lading, the holder of this Bill of Lading, the receiver and the owner of the goods; the word "charges" includes freight and all expenses and money obligations incurred with respect to the goods and payable by the goods, the shipper or consignee; the word "person" includes an individual, corporation, partnership or other entity as the case may be; the word "cargo" includes the goods; "permitted by the Interstate Commerce Commission" applies only to rail transportation within the United States and means as provided by the terms and conditions of the Uniform Domestic Straight Bill of Lading or other form of Uniform Bill of Lading adopted by the Carriers in the applicable territory or territories as prescribed or permitted by the Interstate Commerce Commission, even though such bill of lading is or is not, and was not intended to be, issued covering the goods; the singular includes the plural, and vice versa, as the case may be.

2. Except as otherwise provided in Clauses 25 and 26 below, this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided herein) govern throughout such time as Carrier may have custody of the goods. The shipper represents that the goods, except parcels not carried in or on containers, railroad cars, trailers and other vehicles need not be stowed under deck and expressly agrees that the goods carried in or on containers, railroad cars, trailers and other vehicles may be stowed on deck and Carrier shall not be required specially to note, mark or stamp any statement of "on deck" carriage on the face of this Bill of Lading, any custom to the contrary notwithstanding. It is further expressly agreed, whether such goods are, or are stated to be, carried on deck, that such goods are deemed to be stowed under deck and the provisions of said Carriage of Goods by Sea Act shall govern with respect to said goods with the same force and effect as if said goods were actually carried under deck. Except as provided in Clause 26, the responsibility of each sea and inland carrier participating in the term Carrier as defined above for or with respect to the goods shall be limited to the transportation of said goods over each such carrier's own line while the goods are in such carrier's custody, and no such carrier shall be liable for any delay, expense, non-delivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the custody of such carrier. Wherever not inconsistent with the terms of this Bill of Lading, the containers, railroad cars, trailers and other vehicles shall be governed by the terms and conditions of the connecting carrier's bill of lading, if any, and/or Uniform Bill of Lading as prescribed by the Interstate Commerce Commission. Nothing herein contained shall be construed as relieving or limiting any other motor, rail, air or water carrier from its obligations to Carrier or the goods for loss or damage thereto, while the goods are in the possession of such other motor, rail, air or water carrier, as carrier or bailee.

3. The scope of the voyage herein contracted for shall include the usual or customary or advertised ports of call, whether named in this contract or not, also ports in or out of the advertised, geographical, usual ordinary or intended route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The ship may call at any port for the purpose of the current voyage or of a prior or subsequent voyage and may, either before or after proceeding toward the port of discharge and for the purposes of the current or of a prior or subsequent voyage, even though two or more of such voyages may overlap, or for any purpose whatsoever that Carrier or the master may deem advisable, proceed toward, call or stop at, load or discharge cargo or passengers at, for or between, any intermediate ports or places, omit calling at any port or ports whether scheduled or not, call at the same port more than once, proceed by any route and depart from the direct, advertised, geographical, customary or intended route or order. The description of the scope of the voyage shall include any additional description written, typed, stamped or printed hereon by Carrier.
The ship may, either with or without passengers or the goods on board, and before or after proceeding toward the port of discharge, adjust compasses, go on dry-dock or ways, go to repair yards, shift berths, take fuel or stores, remain in port, sail without pilots, whether or not pilots are customary or available, proceed under tow, tow or assist vessels, save or attempt to save life or property, whether the property be that of Carrier or others, and lie on bottom in berth, and may do any or all of such things once or more, and all the foregoing shall be deemed included, but not by way of limitation, within the contract voyage.
In case of lack of discharging facilities, or of failure to find or identify the goods at the port of discharge, or in case of the existence of any of the conditions or contingencies mentioned hereinafter, the shipper further authorizes the carriage of any part or all of the goods beyond the port of discharge and their discharge on the ship's return, or their return by any other means of transportation, whether by land, water or air, and the taking of such other measures as may be permitted by this Bill of Lading. Any overcarriage shall not violate any of the provisions of this Bill of Lading.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of Carrier or the master is likely to give rise to risk of capture, seizure, detention, damages, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it 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 or discharging at or leaving the port of discharge or the usual place of discharge in such port, 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 their failure to do so may warehouse the goods at the risk and expense of the goods or 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 Carrier or the master may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or Carrier or the master may retain the goods on board until the return trip or until such time as Carrier or the master thinks advisable and discharge the goods at any place whatsoever as herein provided; or Carrier or the master may discharge and forward the goods by any means, whether by land, water or air, at the expense of the goods. When the goods are so discharged from the ship as herein provided, they shall be at their own risk and expense and Carrier's responsibility in respect of complete delivery under and performance of this contract and Carrier and master shall be relieved of all responsibility in respect thereof except to mail notice of the disposition of the goods directly to the shipper or consignee named in this Bill of Lading at such address as may be stated herein. For any service rendered to the goods as hereinabove provided, Carrier shall be entitled to a reasonable extra compensation.

5. Carrier, the master and the ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or of any department or agency thereof or by any person acting or purporting to act with the authority of such government or of any department or agency thereof, or by any committee or person having, under the terms of any war risk insurance on the ship, the right to give such orders or directions, and if by reason of or in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and if by reason of or in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and if by reason of or in compliance with any such orders or directions Carrier or the master or the ship or any part of her cargo shall be delayed or prevented from sailing or from arriving at any port or place or from loading or discharging or from proceeding on any part of the voyage or from entering any port or place or from discharging any cargo at any port or place, or if Carrier or the master or the ship or any part of her cargo shall be liable for any loss of or damage to or expense with respect to the goods whatsoever resulting from compliance with any such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, or hazardous or dangerous cargo, and may sail armed or unarmed and with or without convoy.
In addition to all other liberties herein Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever in accordance with any direction or instruction which Carrier may consider necessary or appropriate or imposed upon or exacted from Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the shipper and the consignee thereof and shall be a lien on the goods.

6. If the goods in whole or in part are shut out from the ship named herein for any cause, or if the loading of the goods as customary is delayed or the ship is likely to be detained, the ship may proceed without loading or without completing the loading of the goods and notice to the shipper or the consignee of such sailing is hereby waived, and Carrier shall have liberty to forward the goods under the terms of this Bill of Lading on the next available ship of this Line, or at Carrier's option by any other means of transportation, whether by land, water or air.
Another vessel may be substituted for the ship, without notice, wherever and wherever Carrier deems it desirable, whether or not the substituted vessel be owned or operated by Carrier or arrives or departs or is scheduled to arrive or depart before or after the ship.

7. In making arrangements for any substituted, transshipping or forwarding vessel or other means of transportation not operated by Carrier and in all matters whatsoever connected with transshipping and forwarding the goods, Carrier shall be considered solely as the forwarding agent of the shipper and without any other responsibility whatsoever. The carriage by substituted, transshipping or forwarding carrier and all transshipment or forwarding shall be subject to all provisions of the regular form of bill of lading, freight note, contract, or other shipping document in use at the time by such carrier, whether or not issued for the goods, even though such provisions may be less favorable to the shipper and consignee than the provisions hereof and may contain more stringent requirements as to notice of claim or commencement of suit and may validly exempt such carrier from liability for negligence; and the shipper expressly authorizes Carrier to arrange with such carrier that the lowest valuation of the goods or limitations of liability contained in such bill of lading, freight note, contract or other shipping document of such carrier shall apply, even though lower than the valuation herein provided.
Even though transshipment or forwarding of the goods be not contemplated hereby, whenever and wherever Carrier deems it desirable it may, without notice, transship the goods in whole or in part by any vessel or vessels and may, without notice, forward them in whole or in part by any means of transportation, whether by land, water or air. Carrier may delay forwarding awaiting a vessel or conveyance in its own service or with which it has established connections. Pending or during transshipment or forwarding, the goods may be stored ashore or afloat, or both, and Carrier shall not be liable in any capacity or under any circumstances whatsoever for any loss or detention of, or damage to the goods occurring after their discharge from the ship.
All risk and expense incident to making the aforesaid arrangements, all such carriage by substituted, transshipping or forwarding carrier, all transshipping or forwarding (including, but not by way of limitation, any case of interruption or abandonment of the voyage at the port of loading or elsewhere), all storage of the goods as aforesaid, and all other matters referred to in this Clause, shall be at the risk and expense of the goods.

8. The description of the goods and the particulars concerning the packages and customary freight units or shipping units stated on the face hereof are those of the shipper, and Carrier has no knowledge with respect thereto and does not, by the issuance hereof, agree that such description is correct or admit the good order and condition of the goods or of the contents of any package or customary freight unit, except as may be otherwise provided by applicable statute. The shipper shall be liable for, and shall indemnify and hold harmless Carrier and the ship against all loss, damage and expense arising or resulting from the shipper's failure to furnish to Carrier the correct weight of any package or customary freight unit, or to mark the correct weight thereon.

9. The shipper, the consignee and the goods, jointly and severally, shall be liable for, and shall indemnify and hold harmless Carrier and the ship against any loss, damage, expense, fine, fees, dues, duty, tax, impost, loss and damage, legal fees, expenses or disbursements howsoever caused, sustained or incurred by, or levied upon Carrier or the ship in connection with the goods or by reason of having the goods on board, for any reason whatsoever including, but not by way of limitation, detention by, or any action or requirement of, any government, or governmental authority, or of any person purporting to act under the authority thereof; inadequate or insufficient marking, numbering, or addressing of packages or description of the contents; failure of the shipper or the consignee to procure consular, Board of Health and any other required certificates to accompany the goods, or to supply any information required by law, or to comply with laws or regulations of any kind applicable with respect to the goods by the authorities at any port or place; any act or omission of the shipper or consignee; any claim to, or interest in, the goods of their possessors, any legal proceeding, process, judgment, seizure or attempted judgment or seizure, or other proceedings whatsoever, other than for breach of this contract of carriage, in which the goods are seized or attached or sought to be seized or attached, or proceeded against, and any proceeding by way of interpleader or otherwise, which Carrier or the master may bring to determine the title to or right of possession in and to the goods.

10. If green fruits, vegetables, meats or any other kind of goods of a perishable nature are shipped hereunder, unless the shipper specifies that such goods are of a perishable nature and requests in writing at the time of delivery of such goods to Carrier that they be carried under refrigeration, ventilation or any other special care or treatment, at the rate of freight applicable thereto, and Carrier agrees by special notation hereon so to carry such goods, the shipper represents that the goods do not need, and it is agreed that Carrier will not be required to give them, any care or treatment not regularly given by Carrier to non-perishable goods and that the goods may be carried as ordinary cargo.
By reason of special characteristics of the ship required in this service, the ship is not equipped with refrigerated or specially cooled, heated, or ventilated compartments, and Carrier does not hold itself out as equipped to provide, nor does it undertake to provide refrigeration, ventilation, or heating for perishable goods or goods subject to damage by heat or cold except when such goods are shipped in containers, railway cars, highway trailers, or other vehicles which have been provided by or approved by Carrier and subject in all the terms and conditions of Carrier's applicable tariffs.
Carrier may discharge any such goods without notice as soon as the vessel is ready, notwithstanding danger to such goods from freezing or other weather conditions, and it shall be the duty of the consignee or other person taking delivery of such goods, to provide means for protection of such goods on discharged. If delivery thereof is not taken as soon as available after landing, the same may be left on wharf or other convenient place or may be held on board and/or placed in warehouse at risk of the shipper and the consignee.
If at any stage of the transportation the goods shall be, or if in the opinion of the master or Carrier's representative any such goods shall be, deceased, injurious, offensive, or condemned or ordered destroyed by the health or other authorities, the same may be thrown overboard or destroyed without notice, before or after arrival at port of discharge and Carrier shall not be responsible therefore.

11. The ship is not equipped for the carriage of live animals, birds and fish and Carrier does not hold itself out as prepared to

12. Carrier may discharge the goods at port of discharge or at any other place as provided below, continuously, Sundays and holidays included, at all such hours by day and by night as Carrier may determine, without giving notice either of arrival or discharge, no matter what the state of the weather or custom of the port may be. If by reason of any cause not due to, nor contributed to by, fault of Carrier the ship is prevented from arriving at the regular shore installations of Carrier or is unable to use said regular shore installations, equipment and facilities of Carrier in the discharge of the goods from the ship, the consignee shall accept delivery on or to lighters or other craft or at any other place where Carrier may decide to discharge the goods.
Carrier shall not be liable in any respect because heat, refrigeration or special cooling facilities are not furnished during loading, discharge, or any part of the time that the goods are upon dock, wharf, craft or other loading or discharging place, and Carrier does not undertake to furnish such facilities. Unless the ship discharges directly to dock, wharf or shore, the consignee shall accept delivery on or to lighters or other craft. In arranging for any necessary lighters or other transportation between ship and shore, Carrier shall do so as the agent of the shipper and the consignee and at the risk and expense of the shipper, consignee and of the goods; and Carrier may demand that the consignee furnish lighters and other craft, depot, wharf or other facilities to enable the ship to discharge as soon as it is ready and as fast as the master may direct, and the shipper, consignee and the goods shall be liable for all loss and expense resulting from any detention of the ship caused by consignee's failure to comply with such demand; and all charges, dues and expenses for lighterage, use of craft, landing, sorting, watching, handling, porterage, delivery, pier, shed and other facilities and services of whatsoever nature, connected with the discharge, delivery or other disposition of the goods, shall be at the expense of the shipper, consignee and of the goods.

13. All responsibility of Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered to the consignee and at the risk and expense of the consignee when delivered to pier, dock, vessel, lighters or other craft whether of any connecting carrier or otherwise, or on public dock, or in public warehouse, or put into possession of customs or other authorities, the customs or other authorities or persons taking possession of the goods being deemed to have taken delivery thereof as agent of the shipper, consignee, and of the goods. In any other case where the goods remain in Carrier's custody after discharge from the ship, and possession thereof is not taken by the consignee before the expiration of free time allowed in Carrier's applicable tariffs they shall be considered to have been delivered to the consignee and may, at Carrier's option, and subject to Carrier's lien as provided hereinafter, be sent to shore or warehouse or be permitted to lie where landed, always at the risk and expense of the shipper, consignee and of the goods. Carrier shall not be required to give any notification in writing or otherwise of arrival, discharge or disposition of the goods, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation concerning notification which may be made on the face hereof.

14. Carrier shall not be liable for failure to deliver in accordance with leading marks unless such marks shall appear on the face hereof and shall have been clearly and durably stamped or marked by the shipper, before loading, upon the goods or packages, in the case may be, in letters and numbers [if any] not less than two inches high, together with the name of port of discharge, and unless such letters, numbers and name shall be decipherable at port of discharge. Goods that [illegible] not be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery 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 good delivery by the consignees thereof. The shipper, consignee and the goods shall be liable for all expense of mending, cooperage, baling and reconditioning thereof, and gathering of loose goods. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing any lost goods and replacing or repairing any damaged goods.

15. The freight is calculated in consideration of all the terms and provisions of this contract, whether written, printed, pasted or stamped. Freight shall be payable at Carrier's option, on gross intake weight or measurement, or gross discharge weight or measurement, or ad valorem basis, or package or customary freight unit basis. Freight may be calculated on the basis of the description of the goods, furnished by the shipper, but Carrier may at any time, weigh, measure and value the goods and open packages or customary freight units to ascertain correct basis. In case the shipper's description is found to be erroneous and additional freight is payable, the goods shall be liable for any additional freight and expense incurred in examining, weighing, measuring and valuing the goods.
Full freight and all advance charges against the goods shall be completely earned, and shall be due and payable to sea carrier on receipt of the goods by Carrier whether the freight be stated as or intended to be prepaid, or to be collectable at destination; and Carrier shall then be entitled absolutely to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatsoever, the ship or the goods, or both, lost or not lost. Full freight shall be paid whether the goods be damaged or lost, or packages or customary freight units be empty or partly empty. All freight and charges shall be paid in full and without any offset, counterclaim or deduction, in United States currency, or [as to shipments from ports outside of the United States] at Carrier's option in its equivalent in local currency at bank demand rates of exchange on New York as of the date of payment of freight shall be due hereunder. Any error in freight or in charges or in the classification hereon of the goods is subject to correction, and if on correction, the freight or charges are higher, Carrier may collect the additional amount.

16. Except where another value is permitted by the Interstate Commerce Commission (in which case such other value shall apply), if the value of the goods is $500 or less per package, or in case of goods not shipped in packages is $500 or less per customary freight unit, or is $2,500 or less per carload of goods loaded in bulk in the railway car without being packed in containers of any kind (hereinafter referred to as "bulk car shipment"), unless a higher valuation has been agreed on the conditions provided below, the agreed valuation of such goods is the market value at destination. If the value of the goods is more than $500 per package or customary freight unit, in case the goods not shipped in packages is more than $500 per customary freight unit, or more than $2,500 per bulk car shipment, unless a higher valuation has been agreed on the conditions provided below, the agreed valuation of such goods is $500 per package or customary freight unit, or $2,500 per bulk car shipment as the case may be. If the nature of the goods and a value higher than the applicable valuation above has been declared in writing by the shipper on delivery of such goods to Carrier and noted on the face hereof by Carrier, and the extra freight charge incident thereto has been paid, if required, or agreed to be paid, such declared value of the goods is the agreed valuation. In the case of loss of, or damage to or in connection with the goods, the amount of damages for which Carrier may be liable, if any, shall be measured and determined on the basis of the agreed valuation, and pro rata in case of partial loss or damage. In no event shall Carrier be liable for more than the loss or damage actually sustained, nor shall it be liable for any direct or indirect loss or damage caused by delay, nor for any consequential or special damages.

17. Without waiver or limitation of any exemption from or limitation of liability afforded by law or by this Bill of Lading, neither Carrier nor any corporation owned by, subsidiary to, or associated or affiliated with Carrier shall be liable for any loss or damage wheresoever and whensoever occurring by reason of any fire whatsoever, including that occurring before loading on or after discharge from the ship, unless such fire shall have been caused by the design or neglect of or by the actual fault or privity of Carrier or of such corporation, respectively. In any situation where such exemption from liability may not be limited by law neither Carrier nor such corporation shall be liable for any such loss or damage by fire unless caused by [illegible]ence, including that implied by law, for which Carrier or such corporation is liable, respectively.

18. Nothing in this Bill of Lading shall operate to limit or deprive Carrier of any statutory protection or exemption from, or limitation of, liability contained in the laws of the United States, or in the laws of any other country which may be applicable.

19. If the ship 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 Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify Carrier against all loss or liability to the other or non-carrying ship or her owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects are at fault in respect of a collision or contact.

20. General Average shall be adjusted, stated and settled at Tokyo or any other port or place at Carrier's option according to the York-Antwerp Rules 1974, and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment, and in the currency selected by Carrier. The general average adjustment shall be prepared and stated by average adjusters selected by Carrier. The adjusters shall attend to the settlement and collection of the average subject to customary charges. In such adjustment disbursements in foreign currency shall be exchanged into United States dollars at the rate prevailing on the dates made, and allowances for damage to goods claimed in foreign currencies shall be exchanged at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged goods. Average agreement or bond, and such deposit as Carrier may require as additional security for the estimated contribution to be made by the goods, and for any general average and special charges thereon shall be furnished by the shipper or the consignee to Carrier before delivery of the goods. Such deposit shall, at the option of Carrier, be payable in United States currency and be remitted to the adjuster pending settlement of the general average, and refunds of credit balances, if any, shall be paid in United States currency. In addition to the circumstances dealt with in the York-Antwerp Rules 1950, it is agreed that if Carrier has used due diligence in the stowage of cargo and if the safe prosecution of the voyage is hereafter imperilled in consequence of the disturbance of stowage, the costs of handling, discharge, reloading and restowing cargo shall be allowed in General Average, even though the handling of cargo is not necessary for the purpose of effecting repairs to the vessel.
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 Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with 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 Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships were owned or operated by strangers.

21. As to loss of or damage to the goods occurring or presumed to have occurred during sea carriage, unless notice of loss or damage and the general nature of such loss or damage be given in writing to Carrier or its agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof hereunder, such removal shall be prima facie evidence of the delivery by Carrier of the goods as described herein. If the loss or damage is not apparent, the notice must be given within three days of the delivery.

22. As to loss of or damage to the goods occurring or presumed to have occurred during sea carriage, Carrier and the ship shall be discharged from all liability in respect of loss, damage and every claim whatsoever with respect to the goods, unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered, even though the claim is based on gross negligence, unseaworthiness, conversion, deviation or any act of Carrier or any of its agents which may have the effect of deviation or on any other grounds.

23. The shipper, the consignee and the goods shall be jointly and severally liable to Carrier for the payment of the total amount due hereunder and for the performance of the obligation of each of them hereunder; and the risk, liability and expense of the goods herein provided for shall be the risk, liability and expense of the shipper and the consignee, jointly and severally. Whenever any sum shall become due to Carrier hereunder for freight charges or in any other respect whatsoever, or whenever the shipper or the consignee shall be obliged hereunder to indemnify or hold harmless Carrier or the ship against any loss, damage or expense, or to furnish bond or other security for any charges on the goods hereunder, Carrier shall have a lien on the goods therefor, which shall survive delivery, and may enforce said lien by public or private sale and without notice. The proceeds of any such sale shall be applied toward the settlement of the amount due Carrier hereunder and Carrier shall not be under any liability in consequence thereof except to account for the balance, if any, of such proceeds.

24. Any other agreements or freight engagements for the shipment of the goods herein described are superseded by this Bill of Lading.
The provisions of this Bill of Lading shall be separable and if any part or provision hereof is invalid or unenforceable such circumstance shall not affect the validity or enforceability of any other part or provision hereof.
This Bill of Lading shall be construed, and the rights of the parties hereto, including consignee, assigns or any holder of this Bill of Lading taking delivery of the goods, or any other person in any way concerned herewith, shall be determined, according to the law of the United States.
If required by Carrier, this Bill of Lading, duly endorsed, must be surrendered to the agent of Carrier at the port of discharge in exchange for delivery order.
The goods carried hereunder are subject to all the terms and provisions of the tariff or tariffs on file with the Federal Maritime Commission, Interstate Commerce Commission or any other regulatory body which governs a particular portion of this carriage, and the terms of said tariff or tariffs are hereby incorporated herein as part of the terms and conditions of this Bill of Lading.

25. It is contemplated that the goods will be carried in through transportation that will include inland transportation within the United States by the Railroads and sea carriage by one or more of the other Carriers above defined. At all times when the goods are in the custody of the Railroad it shall be entitled to all the rights, privileges, liens, limitations of and exonerations from liability, options or discretionary rights, or rights of indemnity granted to Carrier and/or the "shipowner" hereunder, to the full extent permitted to rail carriers under the rules and regulations of the Interstate Commerce Commission and any other laws of the United States relating to rail carriers, provided, however, that nothing contained in this Bill of Lading shall be deemed a surrender by any Railroad of any of its rights and immunities or an increase of any of its limitations of and exonerations from liability under said rules, regulations and laws or permitted by the Interstate Commerce Commission.

26. Subject to all rights, privileges and limitations of and exonerations from liability granted to Carrier under this Bill of Lading to the full extent permitted by applicable law, any liability for loss or damage to the goods shall be governed:
1. When it is established in whose custody the goods were when the loss or damage to the goods occurred:
   a. During sea carriage or during carriage by inland waterways (which shall be deemed to be sea carriage), by the Carriage of Goods by Sea Act of the United States as provided in Clause 2 above.
   b. During rail transportation within the United States, as permitted by the Interstate Commerce Commission and according to the joint tariffs on file with the Federal Maritime Commission and the Interstate Commerce Commission, the sea carrier guarantees the performance of the other carriers under the joint tariffs. As to services incident to through transportation to be performed by carriers not subject to the joint tariffs or to be performed outside the United States of America, Carrier undertakes to procure as the shipper's agent such services as necessary. All such services shall be subject to the usual contracts of persons rendering the services. Sea carrier guarantees the fulfilment of the obligations of such persons under the permanent contracts.
2. When it cannot be established in whose custody the goods were when the loss or damage occurred, it shall be conclusively presumed to have occurred during sea carriage and any liability therefor shall be governed as provided in

DESIGN INTERNATIONAL INC.
Y. Nishimura

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Tokyo, December 10, 1981

Messrs. Montello, Inc.

6106 East 32nd Place,
Tulsa, Oklahoma 74235, U.S.A.

Dear Sirs,

We wish to inform you the shipping/~~the xxxxxxxx~~ schedule covering : 30,000 lbs. (600 bags.) of PAC - L
(Order No. PO 3872)

Please note the goods are being despatched

by " JAPAN ACE " of JAPAN LINE

leaving Kobe, Japan on Dec. 10, 1981

arriving at Los Angeles (New Orleans) on or about Dec. 23, 1981

We enclosed herewith/~~will send separately~~ ~~xxxxxxxxxxxxxxxxxxxxx~~ copies of the relative documents as follows:

Original Bill of Lading
Invoice, Packing List, Custom Invoice
Insurance Policy and B/L copy.

We shall be glad of your advice of the good arrival of the consignment.

With our best regards,

Yours faithfully,
DKS INTERNATIONAL, INC.

Y. Nishimura

YN/em

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-159

Tokyo, December 3, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3872 |

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 30029, New Orleans, LA 70141)

| Shipped per | From |
|---|---|
| " JAPAN ACE " | Kobe, Japan |

To
New Orleans, via Los Angeles

| Sailing on or about | Quantity |
|---|---|
| Dec. 9, 1981 | 30,000 lbs. (600 bags.) |

L/C No.

Issuing Bank

Commodity
Polyanionic Cellulose PAC - L

SHIPPING MARKS & NOS.

PAC - L

POLYANIONIC CELLULOSE

DRILLING MUD ADDITIVE FOR
.LOW SOLIDS MUDS.
.FRESH OR SALT WATER SYSTEMS.
.REDUCING FILTRATION RATE.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

PAC - L
LOW VISCOSITY

| Description | | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Polyanionic Cellulose PAC - L | 30,000 lbs. | US$1.586 | US$47,580.00 |

DKS INTERNATIONAL, INC.

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO • Telephone: Tokyo (03) 278-1487 • Cable: ICHIKOYAKU TOKYO

MON-159

Tokyo, December 3, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3872 |

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 30029, New Orleans, LA 70141)

| Shipped per | From |
|---|---|
| " JAPAN ACE " | Kobe, Japan |

To
New Orleans, via Los Angeles

| Sailing on or about | Quantity |
|---|---|
| Dec. 9, 1981 | 30,000 lbs. (600 bags.) |
| L/C No. | |

Issuing Bank

Commodity
Polyanionic Cellulose PAC - L

SHIPPING MARKS & NOS.

PAC - L

POLYANIONIC CELLULOSE

DRILLING MUD ADDITIVE FOR
.LOW SOLIDS MUDS.
.FRESH OR SALT WATER SYSTEMS.
.REDUCING FILTRATION RATE.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

PAC - L
LOW VISCOSITY

| Description | | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Polyanionic Cellulose PAC - L | 30,000 lbs. | US$1.566 | US$47,580.00 |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : INVOICE NO. MON-159

TOKYO, December 3, 1981

| Contract No. | Contracted Date | Your order No. 3872 |
|---|---|---|

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipped per " JAPAN ACE " | From Kobe, Japan |
|---|---|
| To New Orleans via Los Angeles | |
| Sailing on or about Dec. 9, 1981 | Quantity 30,000 lbs. (600 bags.) |
| L/C No. | |
| Issuing Bank | |
| Commodity Polyanionic Cellulose PAC - L | |

SHIPPING MARKS & NOS.

PAC - L
POLYANIONIC CELLULOSE

DRILLING MUD ADDITIVE FOR
.LOW SOLIDS MUDS.
.FRESH OR SALT WATER SYSTEMS.
.REDUCING FILTRATION RATE.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

PAC - L
LOW VISCOSITY

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Polyanionic Cellulose<br>PAC - L<br><br>50 lbs. net in paper bag. X 600 bags. | 30,000 lbs. | | |

DKS INTERNATIONAL, INC.

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

| 1. SELLER | 2. DOCUMENT NR.* | 3. INVOICE NR. AND DATE* |
|---|---|---|
| DKS INTERNATIONAL, INC.<br>3-12-1, Nihombashi, Chuo-ku<br>Tokyo, Japan | | MON-159, Dec. 10, 1981 |
| | 4. REFERENCES* | |
| 5. CONSIGNEE<br>Montello, Inc.<br>c/o Behring International, Inc.<br>P.O. Box 20029<br>New Orleans, LA 70141. | 6. BUYER *(if other than consignee)* | |
| | 7. ORIGIN OF GOODS<br>Japan | |
| 8. NOTIFY PARTY*<br>Behring International, Inc.<br>P.O. Box 20029<br>New Orleans, LA 70141<br>ATTN: Carla Curry<br>Phone: 504+468-2800. | 9. TERMS OF SALE, PAYMENT, AND DISCOUNT<br>D/A 15 days after Invoice arrival. | |
| 10. ADDITIONAL TRANSPORTATION INFORMATION* | | |
| | 11. CURRENCY USED<br>U.S. Dollars | 12. EXCH. RATE *(if fixed or agreed)* |
| | | 13. DATE ORDER ACCEPTED<br>Nov. 18'81 |

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | | | per lb. | | |
| | | | | | CIF New Orleans | |
| | 600 bags. | Polyanionic Cellulose PAC - L | 30,000 lbs. | | 1.586 | US$47,580.00 |
| | | | 1.52 | | | |
| PAC - L<br>POLYANIONIC CELLULOSE<br><br>DRILLING MUD ADDITIVE FOR<br>•LOW SOLIDS MUDS.<br>•FRESH OR SALT WATER SYSTEMS.<br>•REDUCING FILTRATION RATE.<br><br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN<br><br>PAC -L<br>LOW VISCOSITY | | | | | | |

21. ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

| | |
|---|---|
| 22. PACKING COSTS | US$8.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$1,897.55 |
| 24. DOMESTIC FREIGHT CHARGES | US$250.00 |
| 25. INSURANCE COSTS | US$290.48 |
| 26. OTHER COST *(Specify Below)* | US$150.00 |

27. DECLARATION OF SELLER/SHIPPER (OR AGENT)

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

28. THIS SPACE FOR CONTINUING ANSWERS

Other costs: Forwarding and Handling Costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form 5515(12-20-76)

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

**1. SELLER**

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

**2. DOCUMENT NR.***

**3. INVOICE NR. AND DATE***

MDK-159, Dec. 10, 1981

**4. REFERENCES***

**5. CONSIGNEE**

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141.

**6. BUYER** *(if other than consignee)*

**7. ORIGIN OF GOODS**

Japan

**8. NOTIFY PARTY***

Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone: 504-468-2800.

**9. TERMS OF SALE, PAYMENT, AND DISCOUNT**

D/A 15 days after Invoice arrival.

**10. ADDITIONAL TRANSPORTATION INFORMATION***

**11. CURRENCY USED**

U.S. Dollars

**12. EXCH. RATE** *(if fixed or agreed)*

**13. DATE ORDER ACCEPTED**

Nov. 18'81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | | | | per lb. | |
| | | | | | CIF New Orleans | |
| | 600 bags. | Polyanionic Cellulose PAC - L | 30,000 lbs. | | 1.586 | US$47,580.00 |
| | | | 1.52 | | | |
| PAC - L<br>POLYANIONIC CELLULOSE<br><br>DRILLING MUD ADDITIVE FOR<br>•LOW SOLIDS MUDS.<br>•FRESH OR SALT WATER SYSTEMS.<br>•REDUCING FILTRATION RATE.<br><br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN<br><br>PAC -L<br>LOW VISCOSITY | | | | | | |

21. ☐ If the production of these goods involved furnishing goods or services to the seller *(e.g., assists such as dies, molds, tools, engineering work)* and the value is not included in the invoice price, check box (21) and explain below.

27. DECLARATION OF SELLER/SHIPPER (OR AGENT)

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

| | |
|---|---|
| 22. PACKING COSTS | US$8.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$1,897.55 |
| 24. DOMESTIC FREIGHT CHARGES | US$250.00 |
| 25. INSURANCE COSTS | US$290.48 |
| 26. OTHER COST *(Specify Below)* | US$150.00 |

28. THIS SPACE FOR CONTINUING ANSWERS

Other costs: Forwarding and Handling Costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form 5515(12-20-76)

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

**1. SELLER**

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

**2. DOCUMENT NR.***

**3. INVOICE NR. AND DATE***
MON-159, Dec. 10, 1981

**4. REFERENCES***

**5. CONSIGNEE**
Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141.

**6. BUYER** *(if other than consignee)*

**7. ORIGIN OF GOODS**
Japan

**8. NOTIFY PARTY***
Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone: 504+468-2800

**9. TERMS OF SALE, PAYMENT, AND DISCOUNT**
D/A 15 days after Incoice arrival.

**10. ADDITIONAL TRANSPORTATION INFORMATION***

**11. CURRENCY USED**
a U.S. Dollars

**12. EXCH. RATE** *(if fixed or agreed)*

**13. DATE ORDER ACCEPTED**
Nov. 18'81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | | | | per lb. | |
| | 600 bags. | | | | CIF New Orleans | |
| | | Polyanionic Cellulose PAC - L | 30,000 lbs. | | 1.586 | US$47,580.00 |
| | | | 1.52 | | | |
| | | | ========== | | | ========== |
| PAC - L<br>POLYANIONIC CELLULOSE<br><br>DRILLING MUD ADDITIVE FOR<br>.LOW SOLIDS MUDS.<br>.FRESH OR SALT WATER SYSTEMS.<br>.REDUCING FILTRATION RATE.<br><br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN PAC- L MADE IN JAPAN | | | | | | |

**21.** ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

**27. DECLARATION OF SELLER/SHIPPER (OR AGENT)**

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

| | |
|---|---|
| 22. PACKING COSTS | US$8.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$1,897.55 |
| 24. DOMESTIC FREIGHT CHARGES | US$250.00 |
| 25. INSURANCE COSTS | US$290.48 |
| 26. OTHER COST *(Specify Below)* | US$150.00 |

**28. THIS SPACE FOR CONTINUING ANSWERS**

Other costs: Forwarding and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form **5515(12-20-76)**

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

1. SELLER

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

2. DOCUMENT NR.*

3. INVOICE NR. AND DATE*
MON-159, Dec. 10, 1981

4. REFERENCES*

5. CONSIGNEE

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141.

6. BUYER (*if other than consignee*)

7. ORIGIN OF GOODS
Japan

8. NOTIFY PARTY*

Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone: 504-468-2800

9. TERMS OF SALE, PAYMENT, AND DISCOUNT

D/A 15 days after Imcoice arrival.

10. ADDITIONAL TRANSPORTATION INFORMATION*

11. CURRENCY USED
U.S. Dollars

12. EXCH. RATE (*if fixed or agreed*)

13. DATE ORDER ACCEPTED
Nov. 18'81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | | | per lb. | | |
| | 600 bags. | | | | CIF New Orleans | |
| | | Polyanionic Cellulose PAC - L | 30,000 lbs. | | 1.586 | US$47,580.00 |
| | | | | 1.52 | | |
| | | | ========== | | | ========== |
| PAC - L<br>POLYANIONIC CELLULOSE<br><br>DRILLING MUD ADDITIVE FOR<br>.LOW SOLIDS MUDS.<br>.FRESH OR SALT WATER SYSTEMS.<br>.REDUCING FILTRATION RATE.<br><br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN PAC- L MADE IN JAPAN | | | | | | |

21. ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

| | |
|---|---|
| 22. PACKING COSTS | US$8.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$1,897.55 |
| 24. DOMESTIC FREIGHT CHARGES | US$250.00 |
| 25. INSURANCE COSTS | US$290.48 |
| 26. OTHER COST (*Specify Below*) | US$150.00 |

27. DECLARATION OF SELLER/SHIPPER (OR AGENT)

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

28. THIS SPACE FOR CONTINUING ANSWERS

Other costs: Forwarding and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form 5515(12-20-76)

P24270A24700 SENYO KOUN CO., LTD.

Shipper
DKS INTERNATIONAL INC

# NIPPON KAIJI KENTEI KYOKAI

(JAPAN MARINE SURVEYORS & SWORN MEASURERS' ASSOCIATION)

FOUNDED IN 1913 & LICENSED BY THE JAPANESE GOVERNMENT

Certificate No.
4147

Sheet
01-03-00

Certificate issued
M2952-3121

# CERTIFICATE AND LIST OF MEASUREMENT AND/OR WEIGHT


HEAD OFFICE:
KAIJI BLDG., NO. 9-7, 1-CHOME, HATCHOBORI
CHUO-KU, TOKYO-104
JAPAN

PHONES: TOKYO (03) 552-1191
CABLE ADDRESS: KAIJIKENTEI TOKYO
TLX:NO. 252-4519
AAB-JAMSMA J.

BRANCHES:
ALL PRINCIPAL PORTS IN JAPAN


KOBE DEC. 7, 1981
Ref. No. (For our reference)
2952-409-001

| Ocean Vessel | Port of Loading |
|---|---|
| JAPAN ACE (JAPAN L.) | KOBE |
| **Port of Discharge** | **Date & Place of Measuring and / or Weighing** |
| LOS ANGELES | DEC. 7, 1981, KOBE |

| Marks & Numbers | No. of P'kgs. | Kind of Packages; Description of Goods | Gross Weight | Measurement |
|---|---|---|---|---|
| | | | KG | CU. METRE |
| | 600 BAGS | | 13,920 | 20.349 |
| | | | LB | CU. FOOT |
| | | OR | 30,688 | 718.7 |
| PAC - L<br>POLYANIONIC CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>LOW SOLIDS MUDS<br>FRESH OR SALT WATER SYSTEMS<br>REDUCING FILTRATION RATE<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | | POLYANIONIC CELLULOSE | | |

DETAILS :

| | | M CM L | M CM W | M CM H | KG | KG | CU. METRE | CU. METRE |
|---|---|---|---|---|---|---|---|---|
| BAG | | | | | | | | |
| 600 | AVERAGE | | | | 23.20 | 13.920 | 0.033915 | 20.349 |

- THE END -

*We Hereby Certify that the above measurements and/or weights of the goods were taken by our measurers solely for reasonable ocean freight in accordance with the provisions of recognized rules concerned.*

NIPPON KAIJI KENTEI KYOKAI · JAPAN MARINE SURVEYORS & SWORN MEASURERS ASSOCIATION · N.K.K.K.

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887 MON-159 **ORIGINAL**




Assured(s), etc.

OKS INTERNATIONAL, INC.

Invoice No. MON-159

POLICY
No. 817827446

Amount insured U.S.$52,338.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| JAPAN ACE | KOBE | DEC. 9, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS VIA LOS ANGELES | | |

Goods and Merchandises

POLYANIONIC CELLULOSE PAC-L

30,000 LBS. (600 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in
TOKYO DEC. 1, 1981

No. of Policies issued
TWO

Be it known that 11 443

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

∵ Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent: and all other Goods are warranted free from Average under Three per cent. unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

*For* THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate

Ed.

1/1/63

# INSTITUTE CARGO CLAUSES

1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery — Transit Clause (incorporating Warehouse to Warehouse Clause)

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 7 below) during delays beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss, damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured.

2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either — Termination of Adventure Clause

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or (a) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

3. Including transit by craft, raft or lighter to or from the vessel. Each craft, raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability. — Craft, &c. Clause

4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage. — Change of Voyage Clause

5. See below.

6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival. — Constructive Total Loss Clause

7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if so provided for in the contract of affreightment. — G. A. Clause

8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted. — Seaworthiness Admitted Clause

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners, charterers, contractors or employees of the Assured.

9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. — Bailee Clause

10. This insurance shall not inure to the benefit of the carriers or other bailee. — Not to Inure Clause

11. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. — "Both to Blame" Collision Clause

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

~~This insurance does not cover any loss, damage or expense (except general average and salvage charges) attributable to war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or any hostile act by or against a belligerent power, or capture, seizure, arrest, restraint or detainment (excluding piracy), or the consequences thereof or any attempt thereat, or any mine, torpedo, bomb or other weapon of war employed at any time whether in connection with the transit insured or not.~~ — F. C. & S. Clause

~~This insurance does not cover any loss, damage or expense (except general average and salvage charges) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.~~

~~Should Clause No. 12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.~~

~~Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.~~ — F. S. R. & C. C. Clause

14. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

*Applying to interest declared 'All Risks' on the front of this Policy*

15. This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Claims recoverable hereunder shall be payable irrespective of percentage. — All Risks Clause

*Applying to interest declared 'W.A.' on the front of this Policy*

15. Warranted free from average under the percentage specified on the policy, unless general or the ship be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the assured value of any package or packages which may be totally lost in loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (not excluded) other than water, or to discharge of cargo at a port of distress.

This Clause shall operate during the whole period covered by the policy.

*Applying to interest declared 'F.P.A.' on the front of this Policy*

15. Warranted free from Particular Average unless the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the assured value of any package or packages which may be totally lost in loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (not excluded) other than water, or to discharge of cargo at a port of distress. Also to pay special charges for landing, housing and forwarding if incurred at an intermediate port of call or refuge, for which Underwriters would be liable under the standard form of English Marine Policy with the Institute Cargo Clauses (A.) attached.

This Clause shall operate during the whole period covered by the policy.

F. P. A. Clause

NOTE — It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

1/1/64

## INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine covered by a peril covered by the Policy the such recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and erection, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

## LABEL CLAUSE

In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of recondemning, cost of new labels and relabelling the goods, provided the damage will have amounted to a claim under the terms of the policy.

The following Institute Theft, Pilferage and Non Delivery Clause shall be applied, when these risks are expressly covered by this Policy.

1/1/1/26

## INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY (INSURED VALUE) CLAUSE

(A) It is hereby agreed that this Policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Underwriters' Agents within 60 days of the expiry of any voyage under the Policy.

(B) It is hereby agreed that this Policy covers the risk of Non-Delivery of the entire package or packages of goods Cartons or Containers insured, reduced or regulated by the Contract of Carriage by reason of the value of the goods.

Underwriters to be entitled to any amount recovered from the Carriers or others in respect of such losses (less cost of recovery if any) up to the amount paid by them in respect of the loss.

The following Duty Clause shall be applied, when duty is insured by this Policy.

1/1/69

## DUTY CLAUSE

In any partial loss sustained on duty imposed on the goods insured hereunder, by reason of the perils insured against, but subject to the policy terms of average, also to pay total loss of the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual loss or duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liability shall not exceed such proportion of the loss sustained or duty as the former bears to the latter.

The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and saved duty payment, and in case of any reduction in duty the amount so reduced shall be deducted in settling any loss for which this Company may be liable.

1/5/57

## INSTITUTE DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy

and

(2) the proof of loss is accompanied either by a licence, certificate or authorisation issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a licence, certificate or authorisation issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government,

and

(3) the route by which the drugs were conveyed was usual and customary.

## IMPORTANT

## PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

## LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:—

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

**NOTE: — The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.**

## INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

## DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:—

1. Original policy of insurance.
2. Original or certified copy of shipping invoices, together with shipping specification and/or weight notes.
3. Original or certified copy of Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at port of discharge and final destination.
6. Correspondence exchanged with the Carriers and other Parties expanding their liability for the loss or damage.

## IMPORTANT

No claim for loss caused by theft, [illegible] shall be paid hereunder unless notice of survey has been given to this Company's Agents specified on the face hereof within 60 days of the expiry of any voyage under the Policy.

11/3/80

# INSTITUTE WAR CLAUSES

**(including on-carriage by Air)**

1. **This insurance covers**

1.1 the risks excluded from the Standard Form of English Marine Policy by the clause "Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), standing, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power."

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy."

1.2 loss of or damage to the interest insured caused by

1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom

1.2.2 mines, torpedoes, bombs or other engines of war

1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if so provided for in the contract of affreightment.

2. **This insurance excludes**

2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detainments of Kings, Princes, Peoples, Governments or persons attempting to usurp power.

2.2 loss, damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2.3 loss or damage covered by the Standard Form of English Marine Policy with the Free of Capture etc. Clause (as quoted in 1.1 above) inserted therein.

2.4 loss or damage proximately caused by delay, although such delay be a loss of market, or any claim for expenses arising from delay, except such expenses as would be recoverable in principle at English law and practice under York-Antwerp Rules.

3. Claims recoverable shall be payable irrespective of percentage.

4. This insurance, except for the risks of mines and derelict torpedoes, floating or submerged, referred to in Clause 5 below,

4.1 attaches only as the interest insured and as to any part of that part loaded on an overseas vessel and

4.2 terminates, subject to 4.3 and 4.6 below, either as the interest and as to any part as that part is discharged from an overseas vessel at the final port of place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,

whichever shall first occur,

nevertheless, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance

4.3 reattaches when, without having discharged the interest at the final port or place of discharge, the vessel sails therefrom, and

4.4 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,

whichever shall first occur.

4.5 If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the interest for on-carriage by another overseas vessel or by an aircraft, such insurance terminates on expiry of 15 days counting from midnight of the day of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or the aircraft. During the period of 15 days such insurance remains in force after discharge only whilst the interest and as to any part as that part is at such intermediate port or place of discharge. If the insurance reattaches

4.5.1 through on-carriage by another overseas vessel, it thereafter terminates in accordance with 4.2, or

4.5.2 through on-carriage by an aircraft, the current Institute War Clauses (Air Cargo) (excluding strikings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

4.6 If the voyage by sea in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2. If the interest is subsequently reshipped to the original or any other destination, then, *provided notice be given to the underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches

4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or an aircraft for the voyage;

4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge,

thereafter such insurance terminates in accordance with 4.4 or 4.5.2.

If on the purpose of Clause 4

4.7 Transit is deemed to begin from the vessel's anchoring, mooring or otherwise secured at a berth or place customarily used for loading cargo for the voyage insured, or if such a berth or place is not available, arriving in or being moved within the vicinity of the usual place of loading, and to continue during the ordinary course of transit, including customary or otherwise reasonable deviation or delay, until the vessel first anchors, moors or otherwise secures either at an usual discharge berth or place or at the intended port or place of discharge.

5. The insurance against the risks of mines and derelict torpedoes, floating or submerged,

5.1 attaches as the subject-matter insured (which in this sub-clause 5 means only the part or parts loaded on vessel or craft at/or such interest leaves the warehouse or place of storage at the place named in the insurance for the commencement of the transit and

5.2 terminates either

5.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft (save as to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters),

or

5.2.2 where, before the interest is discharged finally from vessel or craft (save as to delivery as to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters), the voyage or transit is varied, or the services of the vessel or craft are varied or there is a change of the ports of discharge agreed thereto, or the vessel is terminated at a port or place other than the destination agreed thereto, nevertheless, *subject to prompt notice to the Underwriters and to an additional premium if required*, such insurance reattaches, and thereafter terminates either

5.2.2.1 as the interest and as to any part of that part is discharged from vessel or craft (save as to sale and delivery at such port or place

or,

5.2.2.2 unless otherwise specially agreed by the Underwriters, on the expiry of 60 days whilst affoat after completion of discharge overside of the interest from an overseas vessel at such port or place,

whichever shall first occur.

If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, *subject to prompt notice being given to the Underwriters and to an additional premium*, such insurance remains in force until terminated as the interest and as to any part as that part is discharged finally from vessel or craft (save as to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters).

6. For the purpose of Clause 4 and Clause 5

"overseas vessel" shall be deemed to mean a vessel carrying the interest from one port or place to another other than coastal or feeder passage by that vessel.

6. Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2, 4 or 5 shall, to the extent of such inconsistency, be null and void.

7. *Subject to prompt notice to the Underwriters and to an additional premium*, the interest is held covered within the provisions of these clauses in the case of

7.1 change of or deviation from the voyage

7.2 variation of the adventure by reason of the exercise of any liberty granted to the shipowners or charterers under the contract of affreightment.

8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

1/1/63

## INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES

1. This insurance covers loss of or damage to the property hereby insured caused by

(a) strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

(b) persons acting maliciously.

2. Warranted free of

(a) loss or damage proximately caused by

(a) delay, inherent vice or nature of the property hereby insured,

(b) the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion,

(c) any claim for expenses (save that expenses as would be recoverable in principle at English law and practice under York-Antwerp Rules, 1974),

(d) loss or damage caused by hostilities, warlike operations, civil war, or by revolution, rebellion, insurrection, or civil strife arising therefrom.

3. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delays beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

4. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either

(a) the goods are sold and delivered at such port or place or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or (a) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

5. General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if so provided for in accordance with the contract of affreightment.

6. Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.

7. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

NOTE — It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

## CO-INSURANCE CLAUSE (so far as applicable)

DKS INTERNATIONAL INC.

Y. Nishimura

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

MON-159 **DUPLICATE** 561201

Assured(s), etc.

DKS INTERNATIONAL, INC.

Invoice No. MON-159

POLICY
No. 817827446

Amount insured U.S.$52,338.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| JAPAN ACE | KOBE | DEC. 9, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS<br>VIA LOS ANGELES | | |

Goods and Merchandises

POLYANIONIC CELLULOSE PAC-L

30,000 LBS. (600 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

Place & Date signed in
TOKYO DEC. 1, 1981

No. of Policies issued
TWO

54 26 7634

**Be it known that** 11 443

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

∵ Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above.*

For THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

(1) *Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

(2) *Warranted free of loss or damage*
- (a) *caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*
- (b) *resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate

Ed

1/1/63

# INSTITUTE CARGO CLAUSES

1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery — Transit Clause (Incorporating Warehouse to Warehouse Clause)

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.

2 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either — Termination of Adventure Clause.

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or (b) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

3 Including transit by craft, raft or lighter to or from the vessel. Each craft, raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability. — Craft, &c Clause

4 Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage — Change of Voyage Clause

5 See below

6 No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival. — Constructive Total Loss Clause

7 General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment — G A Clause

8 The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted. — Seaworthiness Admitted Clause

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

9 It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. — Bailee Clause

10 This insurance shall not inure to the benefit of the carriers or other bailee — Not to Inure Clause

11 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. — "Both to Blame Collision" Clause

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

~~12 Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat, from the consequences of hostilities or warlike operations, whether there be a declaration of war or not, but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.~~

~~Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.~~

~~**Should Clause No. 12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.**~~

~~Warranted free of loss or damage~~

~~(a) caused by strikers, locked-out workmen, persons taking part in labour disturbances, riots or civil commotions,~~

~~(b) arising from strike, lockout, labour disturbance, riot or civil commotion,~~

~~**Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.**~~

F S R & C C Clause

DELETED

14 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control — Reasonable Despatch Clause

Applying to interest declared All Risks on the front of this Policy.

15 This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Claims recoverable hereunder shall be payable irrespective of percentage — All Risks Clause

Applying to interest declared W A on the front of this Policy.

15 Warranted free from average under the percentage specified in the policy, unless general or the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package or package which may be totally lost in loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (not included in other than water, or to discharge of cargo at a port of distress, also for any special charges for landing, warehousing and forwarding if incurred at an intermediate port of call or refuge, for which Underwriters would be liable under the standard forms of English Marine Policy with the Institute Cargo Clauses (W A) attached. — W A Clause

This Clause shall operate during the whole period covered by the policy.

Applying to interest declared F P A on the front of this Policy.

15 Warranted free from Particular Average unless the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package or packages which may be lost in loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (not included in other than water, or to discharge of cargo at a port of distress, also for any special charges for landing, warehousing and forwarding if incurred at an intermediate port of call or refuge, for which Underwriters would be liable under the standard forms of English Marine Policy with the Institute Cargo Clauses (F P A) attached. — F P A Clause

This Clause shall operate during the whole period covered by the policy.

**NOTE — It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.**

1/1/34

## INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy, the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if insured, but excluding duty, unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

## LABEL CLAUSE

In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and refitting; the proceeds, if any, of the same will have amounted to a claim under the terms of the policy.

The following Institute Theft, Pilferage and Non-Delivery Clause shall be applied, when these risks are expressly covered by this Policy.

1/6/78

## INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY (INSURED VALUE) CLAUSE

(A) It is hereby agreed that this Policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Underwriters' Agents within 10 days of the expiry of risk under the Policy.

(B) It is hereby agreed that this Policy covers the risk of Non-Delivery of an entire package but which the liability of the Shipowner or other Carrier is limited, reduced or negatived by the Contract of Carriage by reason of the value of the goods.

Underwriters to be entitled to any amount recovered from the Carriers or others in respect of such losses (less cost of recovery if any) up to the amount paid by them in respect of the loss.

The following Duty Clause shall be applied, when duty is insured by this Policy.

1/3/69

## DUTY CLAUSE

To pay partial loss sustained on duty imposed on the goods insured hereunder, by reason of the perils insured against, but subject to the policy terms of average, also to pay total loss of the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual loss of duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter.

The Assured, shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, and in case of any reduction in duty the amount so reduced shall be deducted in settling any loss for which this Company may be liable.

1/5/57

## INSTITUTE DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this policy will be paid in respect of duties to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy

and

(2) the proof of loss is accompanied either by a licence, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a licence, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government,

and

(3) the route by which the drugs were conveyed was usual and customary.

## IMPORTANT
## PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE
## LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

**It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:**

1. **To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.**
2. **In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.**
3. **When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.**
4. **To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.**
5. **To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.**

**NOTE: – The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.**

## INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

## DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:-

1. Original policy of insurance.
2. Original or certified copy of shipping invoices, together with shipping specification and/or weight notes.
3. Original or certified copy of Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at port of discharge and final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

## IMPORTANT

11/3/80

# INSTITUTE WAR CLAUSES
**(including on-carriage by Air)**

**1. This insurance covers**

1.1 the risks excluded from the Standard Forms of English Marine Policy by the clause "Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power."
Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy."

1.2 loss of or damage to the interest insured caused by

1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom

1.2.2 mines, torpedoes, bombs or other engines of war

1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment

**2. This insurance excludes**

2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests restraints or detainments of Kings Princes People, Governments or persons attempting to usurp power

2.2 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radio-active force or matter

2.3 loss or damage covered by the Standard Institute Cargo Clauses, with the Free of Capture etc. Clause (as quoted in 1.1 above) inserted therein

2.4 loss or damage proximately caused by delay (whether by reason of loss of interest, or any claim for expenses arising from delay) except such expenses as may be recoverable in principle at common law and practice under York-Antwerp Rules.

3. Claims recoverable shall be payable irrespective of percentage.

4. This insurance, except for the risks of mines and derelict torpedoes, floating or submerged, referred to in Clause 5 below,

4.1 attaches only as the interest insured and not any part thereof is loaded on an overseas vessel and

4.2 terminates, subject to 4.5 and 4.6 below, either as the interest insured or any part thereof is discharged from an overseas vessel at the final port of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port of discharge,

whichever shall first occur,

nevertheless, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance

4.3 reattaches when, without having discharged, the interest is on the next part of the voyage if the vessel sails therefor, and

4.4 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part of that part not thereafter discharged from the vessel at the final port of such vessel's discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port of discharge or on arrival of the vessel at a substituted port or place of discharge,

whichever shall first occur

4.5 If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the interest (or on-carriage by another overseas vessel or by an aircraft, such insurance terminates on expiry of 15 days counting from midnight of the day of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or the aircraft. During the period of 15 days such insurance remains in force after discharge only while the interest and as to any part as that part is at such intermediate port or place of discharge. If the insurance reattaches

4.5.1 through on-carriage by another overseas vessel, it thereafter terminates in accordance with 4.2, or

4.5.2 through on-carriage by an aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

4.6 If the voyage by sea in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2. If the interest is subsequently reshipped to the original or any other destination, then, *provided notice be given to the Underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches

4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or an aircraft for the voyage,

4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge,

after which such insurance terminates in accordance with 4.4 or 4.5.2

(For the purpose of Clause 4 "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth in place within the Harbour Authority area. If such berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge.)

5. The insurance against the risks of mines and derelict torpedoes, floating or submerged,

5.1 attaches as the interest and as to any part as that part is first loaded on vessel or craft after such interest leaves the warehouse or place of storage at the place named in the policy for the commencement of the transit, and

5.2 terminates either

5.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters,

or,

5.2.2 when, before the interest is discharged finally from vessel or craft prior to deliveries to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters, the voyage or transit in the contract of carriage is terminated at a port or place other than the destination agreed therein, *subject to prompt notice to the Underwriters and to an additional premium if required*, such insurance reattaches, and thereafter terminates either

5.2.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft prior to sale and delivers at such port or place

or,

5.2.2.2 unless otherwise specially agreed by the Underwriters, on the expiry of 60 days whilst affoat after completion of discharge overside of the interest from an overseas vessel at such port or place,

whichever shall first occur

If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance remains in force until terminated in accordance with 5.2.1 or 5.2.2 above, but that part discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters.

(For the purpose of Clause 4 and Clause 5 "overseas vessel" shall be deemed to mean a vessel carrying the interest from one port or place to another which such voyage involves a sea voyage by that vessel).

6. **Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2, 4 or 5 shall, to the extent of such inconsistence, be null and void.**

7. *Subject to prompt notice to the Underwriters and to an additional premium*, the interest is held covered within the provisions of these clauses in the case of

7.1 change of or deviation from the voyage

7.2 variation of the adventure by reason of the exercise of any liberty granted to the shipowners or charterer under the contract of affreightment

8. **It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

1/1/63

## INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES

1 This insurance covers loss of or damage to the property hereby insured caused by

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,

1.2 persons acting maliciously.

2 Warranted free of

2.1 loss or damage proximately caused by

2.1.1 delay, inherent vice or nature of the property hereby insured,

2.1.2 the absence, shortage or withholding of labour of any description whatsoever resulting from any strike, lock-out, labour disturbance, riot or civil commotion,

2.1.3 any claim for expenses arising from delay except such expenses as would be recoverable in principle at English law and practice under York-Antwerp Rules, 1974;

2.1.4 loss or damage caused by hostilities warlike operations civil war, or by revolution rebellion insurrection or civil strife arising therefrom

3 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy which the Assured elect to use either

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

4 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or (b) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

5 General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.

6 Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.

7 Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

8 **It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

**NOTE — It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.**

**SO INSURANCE CLAUSE (**

DKS INTERNATIONAL INC.
Y. Nishimura

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku 1tchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

MON-159 561201

Assured(s), etc.
DKS INTERNATIONAL, INC.

Invoice No. MON-159

POLICY No. 817827446

Amount insured U.S.$52,338.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| JAPAN ACE | KOBE | DEC. 9, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS VIA LOS ANGELES | | |

Goods and Merchandises

POLYANIONIC CELLULOSE PAC-L

30,000 LBS. (600 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in TOKYO DEC. 1, 1981

No. of Policies issued TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim

## Be it known that

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at the same as Amount insured

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON, and so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of as arranged per cent.

~~Corn~~, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED. on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

NOT FOR PURPOSES OF

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

MON-159 561201

Assured(s), etc.
DKS INTERNATIONAL, INC.

Invoice No. MON-159

POLICY No. 817827446

Amount insured U.S.$52,338.00

*Claim, if any, payable at/in* NEW ORLEANS

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*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| JAPAN ACE | KOBE | DEC. 9, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS VIA LOS ANGELES | | |

Goods and Merchandises

POLYANIONIC CELLULOSE PAC-L

30,000 LBS. (600 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

11 443

Place & Date signed in TOKYO DEC. 1, 1981

No. of Policies issued TWO

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

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**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured

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as arranged per cent.

~~Corn~~, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

NOT VALID FOR CUSTOMS PURPOSES

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku 1-chome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
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561201

Assured(s), etc.
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200 CARONDELET STREET,
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(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| JAPAN ACE | KOBE | DEC. 9, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS VIA LOS ANGELES | | |

Goods and Merchandises

POLYANIONIC CELLULOSE PAC-L

30,000 LBS. (600 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

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Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634
11 443

Place & Date signed in TOKYO DEC. 1, 1981

No. of Policies issued TWO

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.
Touching the Adventures And Perils Which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and Peoples, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON, and so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.
~~Corn~~, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

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**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED. on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above.*

FOR THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED.

SPECIMEN FOR PURPOSES

Montello
6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

December 14, 1981

Ms. Carla Curry
Behring International, Inc.
P. O. Box 20029
New Orleans, LA 70141

Dear Carla:

Enclosed are the documents for 600 bags PAC - L for Baroid. Duty to be paid 9.3%, less ocean freight and insurance. Notify Baroid New Orleans as usual. Please call and let me know when you receive documents.

Sincerely,

MONTELLO, INC.

Charles F. Petri

CFP/rmr

Enc: as stated

# INVOICE

| DATE | NUMBER |
|---|---|
| 12/1/81 | 14729 |

Cost 53644.00 95.9%

| Sold To: | Shipped To: |
|---|---|
| Barnd Division<br>P.O. Box 1675<br>Houston, Tx 77001 | #020100<br>NL Barnd<br>Jordan Road & Wayne Blvd<br>New Orleans, La |

FREIGHT PREPAID ☒ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| H 7447<br>NV 25655 | 11/18/81 | Japan Sea V92464 | | 12/10/81 | Kobe, Japan | 3872 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2248-01 | | | 2350-01 | | |
| Pac L 50# | 1930-01 | 600 | 93.25 | 55950.00 | Ped-160 | 3.00 | 1800.00 | | | |
| Container # NICU 900507 (9) | 600 | Bag | | | | | | | | |
| Note: Drayage Charges will be invoiced when bill is received. | | | | | | | | | | |
| Terms: ~~Net 30 - 2% Late Charge - 45 Days~~ 15 days from date of receipt of invoice | | | | | | | | | | |
| TOTALS | | 600 | | 55950.00 | 0850-01 | | 1800.00 | 0639-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

## SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 0665-01 | 55950.00 | |
| COMMISSIONS | 2248-01 | 1800.00 | |
| ROYALTIES | 2350-01 | | |
| FREIGHT | 2860-01 | | |
| ROYALTIES PAYABLE | 0639-01 | | |
| COMMISSIONS PAYABLE | ~~0850-01~~ | | |
| | 0850-01 | | 1800.00 |
| | 1930-01 | | 53958.00 |
| | | | |
| | | | |
| | | | |
| TOTAL | | 57750.00 | 57758.00 |

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

**SENDER INSTRUCTIONS**

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, and 3 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

**RETURN TO**

Mr. Chuck Petri
MONTELLO, INC.
(Name of Sender)

6106 E. 32nd Place
(Street or P.O. Box)

Tulsa, OK 74135
(City, State, and ZIP Code)

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

**SENDER INSTRUCTIONS**

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, and 3 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

**RETURN TO**

MONTELLO, INC.
(Name of Sender)

6106 E. 32nd Place
(Street or P.O. Box)

Tulsa, OK 74135
(City, State, and ZIP Code)

PS Form 3811, Jan. 1979

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
- ☒ Show to whom and date delivered..... ¢
- ☐ Show to whom, date and address of delivery..... ¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered..... ¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery.$ ____

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
BAROID DIVISION
P.O. Box 1675
Houston, TX

3. ARTICLE DESCRIPTION:

| REGISTERED NO. | CERTIFIED NO. | INSURED NO. |
|---|---|---|
| | P13 8441399 | |

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐Addressee ☐Authorized agent

4. DATE OF DELIVERY: DEC 16 1981
POSTMARK: DEC 16 1981 USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS

☆GPO : 1979-288-848

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

PS Form 3811, Jan. 1979

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
- ☒ Show to whom and date delivered..... ¢
- ☐ Show to whom, date and address of delivery..... ¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered..... ¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery.$ ____

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
Ms. Carla Curry
Behring International, Inc.
P. O. Box 20029, New Orleans, LA70141

3. ARTICLE DESCRIPTION:

| REGISTERED NO. | CERTIFIED NO. | INSURED NO. |
|---|---|---|
| | P13 8441398 | |

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐Addressee ☒Authorized agent

4. DATE OF DELIVERY: DEC 16 1981
POSTMARK: DEC 16 1981 USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: | CLERK'S INITIALS

☆GPO : 1979-288-848

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 11/30/81 | 14680 |

| SOLD TO | SHIPPED TO |
|---|---|
| N/L Baroid<br>P.O. Box 1675<br>Houston, Texas 77001 | Baroid #020100<br>Jordan Rd. & Hayne Blvd.<br>New Orleams, LA |

~~TERMS: NET 30~~

FREIGHT: PREPAID [X] COLLECT [ ]

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| ~~H774J~~ VV256098 | 11/12/81 | V8846A Golden Gate Bridge | | 11/24/81 | Kobe, Japan | 3866 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Cellex Regular 50# | 1800/Bags | @ 77.50 | $139,500.00 |

Seals: TRIU 210022 (8) 600 Bags
SSIU 252673 (9) 600 Bags
TOLU 280931 (5) 600 Bags

NOTE: Drayage charges will be invoiced when we received bill from Drayage Co.

TERMS: Net 15 days from date invoice received.

CUSTOMER SALES  INTL: ___  MONTH NO: X

| DATE | NUMBER |
|---|---|
| | PO 3866 |

| SOLD TO | SHIPPED TO |
|---|---|
| N/L Baroid<br>PO Box 1675<br>Houston, Tx 77001 | Baroid<br>Jordan Rd & Hayne Hayne Blvd<br>New orleans, La |

TERMS: NET 30 – 1½% LATE CHARGE – 45 DAYS  FREIGHT: PREPAID [X] COLLECT

| CUSTOMER ORDER NO. | ORDER DATE | VIA | DATE SHIPPED | SHIPPED FROM |
|---|---|---|---|---|
| H7747<br>VV25092 | 11/12/81 | Golden State Bridge V9846A | 11/24/81 | Hobe, Jasper |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Cello Regular 50# | 1800 @ | 77.50 | $139500.00 |

Seals: TRIU 210022 (8) 600 Bags
SSIU 252673 (9) 600 Bags
TOLU 280931 (5) 600 Bags

note: Drayage Charges will be ~~ennvoiced~~ when we receive bill from ~~the~~ Drayage Co.

Terms: Net 15 days from date invoice received

SALES REP: Prod Com  SALES AREA: 160  Comm RATE: 2.00

COST 133866.00

% 96.0

X

*TWX RM-ON
*

MONTELLO SAND

NOVEMBER 16, 1981

CAMPBELL SAN

THANK YOU FOR YOUR TLX 0205, 0206 AND 0209

DR. REID HAS SAFELY ARRIVED TOKYO AND WE HAD THE FIRST DAY MEETING.

1. PO 3866

1800-50 POUND CELLEX REGULAR WILL BE SHIPPED BY ''GOLDEN GATE BRIDGE'' KOBE 11/23-24 LONG BEACH 12/7 THEN TO NEW ORLEANS.

2. PO 3867

1800-50 POUND PAC-R WILL BE SILGHTLY DELAIED, SHIPPING EARLY DECEMBER. WILL INFORM YOU DETAILS NEXT WEEK.

WE REPORTED TO DR. REID ABOVE TO SHIPPING SCHEDULE AND HE NOTED AND REQUESTED TO SHIP THEM ASAP.

3. PO 3860/PO 3861

NEW MON PAC, 1800 BAGS IS NOW PRODUCED BUT GO THROUGH QUALITY CHECKING. IF QUALITY IS ACCEPTABLE, WILL SHIP PO 3860 BY ''STAR MINDANAO'' OSAKA 11/27-28 TO DENVER, AND WILL FOLLOW PO 3861 BY ''HOTAKA MARU'' KOBE 11/24-25 TO HOUSTON.

WILL REVERT QUALITY ASSURANCE ASAP.

4. YOUR TLX 0209

WILL PREPARE THE SAMPLES.

REGARDS
Y. NISHIMURA
DKSI TOKYO

MONTELLO SAND

2226258DKSTYO J.....
REPLY VIA WUI-DIAL 710-599-3535

CNCT:00:03:18, XMIT:000040, RECV:000981, TIME: 03:39:20, DATE: 11/16/81
* REMOTE DISCONNECTION *

PURCHASE ORDER

# MONTELLO, INC.

6106 EAST 32nd PLACE • TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 • (24 HRS) - TWX 910-845-2396

№ 3866

THIS NUMBER MUST APPEAR ON INVOICES, B/L, BUNDLES, CASES PACKING LISTS AND CORRESPONDENCE.

DKS International, Inc.
Miki Bldg.
3-12-1 Nihombashi, Chuo-Ku
Tokyo, Japan

DATE: 11/12/81
DATE WANTED: ASAP
TERMS: Special Baroid Terms
F.O.B.: Kobe, Japan
SHIP VIA: your arrangements

SHIP TO: See below

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 1800/bags | Cellex Regular 50#<br>90,000 lbs | @ 1.329<br>CIF New Orleans | $119,610.00 |
| | Consign to: Montello, Inc.<br>c/o Behring International, Inc.<br>P. O. Box 20029<br>New Orleans, LA 70141 | | |
| | Notify party: Behring International, Inc.<br>P. O. Box 20029<br>New Orleans, LA<br>ATTN: Carla Curry<br>Phone: 504÷468-2800 | | |
| | Confirms TLX 0206 11/12/81 | | |
| | Do Not Duplicate | | |

BY _____
AUTHORIZED SIGNATURE

FORM 15504, REGENT FORMS, BELLMAWR, N.J. 08031

Wanda

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

attach to Board order VV256098

Tokyo, November 18, 1981

Messrs. Montello, Inc.

6106 East 32nd Place

Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

We wish to inform you the shipping/~~the airway~~ schedule covering : 90,000 lbs. (1,800 bags.) of Cellex Regular (Order No. 3866)

montello

Please note the goods are being despatched

by " GOLDEN GATE BRIDGE " of JA JAPAN LINE

leaving Kobe, Japan on November 24, 1981

arriving at New Orleans on or about December 12, 1981

We enclosed herewith/~~will send separately~~ copies of the relative documents as follows:

Two copies of Invoice and Packing List.

We shall be glad of your advice of the good arrival of the consignment.

With our best regards,

Yours faithfully,
DKS INTERNATIONAL, INC.

T. Furuta

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-154

Tokyo, November 18, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3866 |

Consigned to Messrs.

Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.

| Shipped per | From |
|---|---|
| " GOLDEN GATE BRIDGE " | Kobe, Japan |

To
New Orleans, U.S.A.

| Sailing on or about | Quantity |
|---|---|
| Nov. 23, 1981 | 90,000 lbs. (1,800 bags.) |
| L/C No. | |

Issuing Bank

Commodity
Sodium Carboxymethyl Cellulose Cellex Regular

SHIPPING MARKS & NOS.

CELLEX
SODIUM CARBOXYMETHYL CELLULOSE
DRILLING MUD ADDITIVE FOR

.REDUCING FILTRATION RATE.
.MAKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Sodium Carboxymethyl Cellulose Cellex Regular | 90,000 lbs. | US$1.329 | US$119,610.00 |

DKS INTERNATIONAL, INC.

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-154

Tokyo, November 18, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3866 |

Consigned to Messrs.

Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.

| Shipped per | From |
|---|---|
| " GOLDEN GATE BRIDGE " | Kobe, Japan |

To
New Orleans, U.S.A.

| Sailing on or about | Quantity |
|---|---|
| Nov. 23, 1981 | 90,000 lbs. (1,800 bags.) |
| L/C No. | |

Issuing Bank

Commodity
Sodium Carboxymethyl Cellulose Cellex Regular

SHIPPING MARKS & NOS.

CELLEX
SODIUM CARBOXYMETHYL CELLULOSE
DRILLING MUD ADDITIVE FOR

.REDUCING FILTRATION RATE.
.MAKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Sodium Carboxymethyl Cellulose Cellex Regular | 90,000 lbs. | US$1.329 | US$119,610.00 |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : **INVOICE NO.** MON-154

**TOKYO,** November 18, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3866 |

Consigned to Messrs.

Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.

| Shipped per | From |
|---|---|
| " GOLDEN GATE BRIDGE " | Kobe, Japan |
| **To** New Orleans, U.S.A. | |
| **Sailing on or about** Nov. 23, 1981 | **Quantity** 90,000 lbs. (1,800 bags.) |
| **L/C No.** | |
| **Issuing Bank** | |
| **Commodity** Sodium Carboxymethyl Cellulose Cellex Regular | |

SHIPPING MARKS & NOS.

CELLEX
SODIUM CARBOXYMETHYL CELLULOSE
DRILLING MUD ADDITIVE FOR

.REDUCTING FILTRATION RATE.
.MAKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Sodium Carboxymethyl Cellulose Cellex Regular<br>50 lbs. net in paper bag. X 1,800 bags. | 90,000 lbs. | | |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : **INVOICE NO.** MON-154

**TOKYO,** November 18, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3866 |

Consigned to Messrs.

Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.

| Shipped per | From |
|---|---|
| " GOLDEN GATE BRIDGE " | Kobe, Japan |
| **To** New Orleans, U.S.A. | |
| **Sailing on or about** Nov. 23, 1981 | **Quantity** 90,000 lbs. (1,800 bags.) |
| **L/C No.** | |
| **Issuing Bank** | |

**Commodity** Sodium Carboxymethyl Cellulose Cellex Regular

SHIPPING MARKS & NOS.

CELLEX
SODIUM CARBOXYMETHYL CELLULOSE
DRILLING MUD ADDITIVE FOR

.REDUCTING FILTRATION RATE.
.MAKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Sodium Carboxymethyl Cellulose Cellex Regular<br>50 lbs. net in paper bag. X 1,800 bags. | 90,000 lbs. | | |

DKS INTERNATIONAL, INC.

PURCHASE ORDER

**MONTELLO, INC.**

6106 EAST 32nd PLACE • TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 • (24 HRS) - TWX 910-845-2396

No 3866

THIS NUMBER MUST APPEAR ON INVOICES, B/L, BUNDLES, CASES PACKING LISTS AND CORRESPONDENCE.

DKS International, Inc.
Miki Bldg.
3-12-1 Nihombashi, Chuo-Ku
Tokyo, Japan

DATE: 11/12/81
DATE WANTED: ASAP
TERMS: Special Baroid Terms
F.O.B.: Kobe, Japan
SHIP VIA: your arrangements

SHIP TO: See below

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 1800/bags | Cellex Regular 50#<br>90,000 lbs | @ 1.329<br>CIF New Orleans | $119,610.00 |

Consign to: Montello, Inc.
c/o Behring International, Inc.
P. O. Box 20029
New Orleans, LA 70141

Notify party: Behring International, Inc.
P. O. Box 20029
New Orleans, LA
ATTN: Carla Curry
Phone: 504-468-2800

Confirms TLX 0206 11/12/81

Do Not Duplicate

ACKNOWLEDGMENT
MONTELLO/DKS

PLEASE SIGN AND RETURN IMMEDIATELY

ACCEPTED BY (SIGNATURE) Nov 24 1981 BY

AUTHORIZED SIGNATURE

SHIPPING DATE PROMISED

FORM 15504, REGENT FORMS, BELLMAWR, N.J. 08031

Forwarding Agent
SENYO KOUN K.K.

B/L No.
J020-60797

Shipper

DKS INTERNATIONAL, INC.
3-12-1, NIHOMBASHI, CHUO-KU
TOKYO, JAPAN

Consignee

MONTELLO, INC.
C/O BEHRING INTERNATIONAL, INC.
P.O. BOX 20029
NEW ORLEANS, LA 70141, U.S.A.

Notify party

BEHRING INTERNATIONAL, INC.
P.O. BOX 20029
NEW ORLEANS, LA 70141
ATTN: [redacted] CARLO CORRY
PHONE: 504-468-2800.

FREIGHT DEPT. JAPAN LINE, LTD.

# Japan Line

# INTERMODAL BILL OF LADING

*Received* by Carrier for transportation by joint ocean and rail carriage to place delivery as indicated herein, the goods as mentioned herein in apparent good order and condition unless otherwise stated. The goods to be delivered at the port of discharge or place of delivery as mentioned, whichever applies.

In accepting this Bill of Lading, the shipper and consignee agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped, printed or otherwise incorporated, as fully as it signed by the shipper and consignee, any local custom or privilege to the contrary notwithstanding, and agrees that all agreements or freight engagements for and in connection with the carriage of the goods are superseded by this Bill of Lading.

In witness whereof, the undersigned, on behalf of Japan Line, Ltd., the master and the owner of the vessel, has signed the number of Bill(s) of Lading stated herein, all of this tenor and date, one of which being accomplished, the others to stand void.

**(Terms of Bill of Lading continued on the back hereof)**

| Pre-carriage by | Place of receipt |
|---|---|
| 8846A | KOBE, CY |

| Ocean vessel | Voy. No. | Port of loading |
|---|---|---|
| "GOLDEN GATE BRIDGE" | | KOBE, JAPAN |

| Port of discharge | Place of delivery | Final destination for the Merchant reference |
|---|---|---|
| LONG BEACH | NEW ORLEANS C.Y. | |

Particulars furnished by shipper

| Container No. Seal No. | Marks and Numbers | Number of containers or packages | Kind of packages ; Description of goods | Gross weight | Measurement |
|---|---|---|---|---|---|
| | | | "SHIPPER'S LOAD & COUNT" | M.L.B. CARGO | cft. |
| | CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE.<br>.MAKING LOW SOLID MUDS.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | 3 CONTAINERS<br>(1,800 BAGS) | FIRST ORIGINAL<br>SODIUM CARBOXYMETHYL CELLULOSE CELLEX REGULAR | 41,940 Kgs<br>90,000 LBS. | 53.419 M3 |

"FREIGHT PREPAID"

| CONTAINER NO. | SEAL NO. | P'KGS. |
|---|---|---|
| TRIU 210022 (8) | JLC 76960 | 600 BAGS |
| SSIU 252673 (9) | JLC 76958 | 600 BAGS |
| TOLU 280931 (5) | JLC 76959 | 600 BAGS |

RATES AS APPLIED COVER TO PLACE OF DELIVERY ONLY, FORWARDING THEREFROM TO DESTINATION AT RISK AND EXPENSE OF CARGO.

Total No. of containers or packages (in words) SAY: THREE (3) CONTAINERS ONLY.

| Freight and charges | Revenue tons | Rate | per | Prepaid | Collect |
|---|---|---|---|---|---|
| ITEM NO.1765-00 | 53.419 | @$75.00/M3 | | $4,006.43 | |
| C.A.F. | | 11% | | $440.71 | |
| B.A.F. | | @$10.00/M3 | | $534.19 | |
| | | | | $4,981.33 | |

| Ex. Rate | Freight prepaid at | Freight payable at | Place and date of issue |
|---|---|---|---|
| @¥ | TOKYO, JAPAN | | TOKYO, JAPAN NOV 24 1981 |
| | Total prepaid in Yen | No. of original B(s)/L | Japan Line, Ltd. |
| | | THREE (3) | |

ICS

Date

Laden on board the vessel
1981

Signature

# JAPAN LINE, LTD.

(Continued from Obverse Side)

1. In this Bill of Lading, the word "Carrier" refers to JAPAN LINE, LTD., which performs the sea carriage of the goods, to the ship, her owner, operator, demise charterer, time charterer, and any substitute carrier, and to the Railroad which performs the inland transportation of the goods within the United States, whether any of the foregoing is acting as carrier or bailee; the word "goods" means the commodities covered by this Bill of Lading; the word "custody" means when the goods are on board the ship or rail car, or in any area prior to loading or after discharging therefrom, whether at dockside, rail terminal or facility or elsewhere and wheresoever situated, or while in transit to or from terminals, yards or receiving or dispersal areas owned or leased by Carrier, provided Carrier has accepted custody of the goods by its agents, servants or independent contractors having issued a document incorporating the terms and conditions of this Bill of Lading contract which acknowledges receipt of such goods and Carrier has not made delivery of such goods as provided herein; the word "ship" includes the vessel named herein, any substitute vessel, and any craft, lighter or other means of transportation owned, chartered or operated and employed by Carrier or any substitute carrier in the transportation of the goods; the word "master" refers to the master or person in charge of any such vessel, craft, lighter or other means of transportation; the word "shipper" includes the person named as such in this Bill of Lading, the person for whose account the goods are shipped, the holder of this Bill of Lading, and the owner of the goods; the word "consignee" includes the consignee and his or its assignee under a straight bill of lading, the holder of this Bill of Lading, the receiver and the owner of the goods; the word "charges" includes freight and all expenses and money obligations incurred with respect to the goods and payable by the goods, the shipper or consignee; the word "person" includes an individual, corporation, partnership or other entity as the case may be; the word "cargo" includes the goods; "permitted by the Interstate Commerce Commission" applies only to rail transportation within the United States and means as provided by the terms and conditions of the Uniform Domestic Straight Bill of Lading or other form of Uniform Bill of Lading adopted by the Carriers in the applicable territory or territories as prescribed or permitted by the Interstate Commerce Commission, even though such bill of lading was not, and was not intended to be, issued covering the goods; the singular includes the plural, and vice versa, as the case may be.

2. Except as otherwise provided in Clauses 25 and 26 below, this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall [except as may be otherwise specifically provided herein] govern throughout such time as Carrier may have custody of the goods. The shipper represents that the goods, except parcels not carried in or on containers, railroad cars, trailers and other vehicles need not be stowed under deck and expressly agrees that the goods carried in or on containers, railroad cars, trailers and other vehicles may be stowed on deck and Carrier shall not be required to specially note, mark or stamp any statement of "on deck," carriage on the face of this Bill of Lading, any custom to the contrary notwithstanding. It is further expressly agreed, whether such goods are, or are stated to be, carried on deck, that such goods are deemed to be stowed under deck and the provisions of said Carriage of Goods by Sea Act shall govern with the same force and effect as if said goods were actually carried under deck. Except as provided in Clause 26, the responsibility of each sea and inland carrier included within the term Carrier as defined above for or with respect to the goods shall be limited to the transportation of said goods over each such carrier's own line while the goods are in such carrier's custody, and no such carrier shall be liable for any delay, expense, non-delivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the custody of such carrier. Whenever the terms of this Bill of Lading do not apply, the containers, railroad cars, trailers and other vehicles shall be governed by the terms and conditions of the connecting carrier's bill of lading, if any, and/or Uniform Bill of Lading as prescribed by the Interstate Commerce Commission. Nothing herein contained shall be construed as relieving or limiting any other motor, rail, air or water carrier from its obligations to Carrier or the goods for loss or damage thereto, while the goods are in the possession of such other motor, rail, air or water carrier, as carrier or bailee.

3. The scope of the voyage herein contracted for shall include the usual or customary or advertised ports of call, whether named in this contract or not, also ports in or out of the advertised, geographical, usual ordinary or intended route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The ship may call at any port or for the purpose of the current voyage or of a prior or subsequent voyage and may, either before or after proceeding toward the port of discharge and for the purposes of the current or of a prior or subsequent voyage, even though two or more of such voyages may overlap, or for any purpose whatsoever that Carrier or the master may deem advisable, proceed toward, call or stop at, load or discharge cargo or passengers at, for or between, any intermediate ports or places, omit calling at any port or ports whether scheduled or not, call at the same port more than once, proceed by any route and depart from the direct, advertised, geographical, customary or intended route or order. The description of the scope of the voyage shall include any additional description written, typed, stamped or printed hereon by Carrier.
The ship may, either with or without passengers or the goods on board, and before or after proceeding toward the port of discharge, adjust compasses, go on drydock or ways, or to repair voids, shift berths, take fuel or stores, remain in port, sail without pilots, whether or not pilots are customary or available, proceed under tow, tow or assist vessels, save or attempt to save life or property, whether the property be that of Carrier or others, and lie on bottom in berth, and may do any or all of such things once or more, and all the foregoing shall be deemed included, but not by way of limitation, within the contract voyage.
In case of lack of discharging facilities, or of failure to find or identify the goods at the port of discharge, or in case of the existence of any of the conditions or contingencies mentioned hereinafter, the shipper further authorizes the carriage of any part or all of the goods beyond the port of discharge and their discharge on the ship's return, or their return by any other means of transportation, whether by land, water or air, and the taking of such other measures as may be permitted by this Bill of Lading. Any overcarriage shall not violate any of the provisions of this Bill of Lading.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of Carrier or the master is likely to give rise to risk of capture, seizure, detention, damages, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it 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 or discharging at or leaving the port of discharge or the usual place of discharge in such port, 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 their failure to do so may warehouse the goods at the risk and expense of the goods; or 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 reship, directly or indirectly, to or stop at any such port or place whatsoever as Carrier or the master may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or Carrier or the master may retain the goods on board until the return trip or until such time as Carrier or the master may consider it safe or advisable and discharge the goods at any place whatsoever as herein provided; or Carrier or the master may carry the goods or any part thereof beyond the goods by any means, whether by land, water or air, at the risk and expense of the goods and for the purposes of the discharged from the ship as herein provided, they shall be at their own risk and expense. Such discharge shall constitute complete delivery under and performance of this contract and Carrier and the ship shall be freed from any further responsibility in respect thereof except to mail notice of the disposition of the goods direct to the shipper or consignee named in this Bill of Lading at such address as may be stated herein. For any service rendered to the goods as herein above provided, Carrier shall be entitled to a reasonable extra compensation.

5. Carrier, the master and the ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or of any department or agency thereof or by any person acting or purporting to act with the authority of such government or of any department or agency thereof, or by any committee or person having, under the terms of war risk insurance on the ship, the right to give such orders or directions, and if by reason of, and in compliance with, any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and Carrier shall not be liable for any loss of or damage to or expense with respect to the goods whatsoever, arising from such compliance or from orders or directions. Delivery or other disposition of the goods in accordance with any orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.
In addition to all other liberties herein Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the shipper and the consignee thereof and shall be a lien on the goods.

6. If the goods in whole or in part are shut out from the ship named herein for any cause, or if the loading of the goods as customary is delayed or the ship is likely to be detained, the ship may proceed without further or other notice and complete the loading of the goods and notice to the shipper or the consignee of such sailing is hereby waived, and Carrier shall have liberty to forward the goods under the terms of this Bill of Lading on the next available ship of this Line, or at Carrier's option by any other means of transportation, whether by land, water or air.
Another vessel may be substituted for the ship, without notice, whenever and wherever Carrier deems it desirable, whether or not the substituted vessel be owned or operated by Carrier or arrives or departs or is scheduled to arrive or depart before or after the ship.

7. In making arrangements for any substituted, transshipping or forwarding vessel or other means of transportation not operated by Carrier and in all matters whatsoever connected with transshipping and forwarding the goods, Carrier shall be considered solely as the forwarding agent of the shipper and without any other responsibility whatsoever. The carriage by substituted, transshipping or forwarding carrier and all transshipment or forwarding shall be subject to all provisions of the regular form of bill of lading, freight note, contract, or other shipping document in use at the time by such carrier, whether or not issued for the goods, even though such provisions may be less favorable to the shipper and consignee than the provisions hereof and may contain more stringent requirements as to notice of claim or commencement of suit and may validly exempt such carrier from liability for negligence; and the shipper expressly authorizes Carrier to arrange with such carrier that the lowest valuation of the goods or limitations of liability contained in such bill of lading, freight note, contract or other shipping document of such carrier shall apply, even though lower than the valuation herein provided.
Even though transshipment or forwarding of the goods be not contemplated herein, whenever Carrier deems it desirable it may, without notice, transship the goods in whole or in part by any vessel or vessels and may, without notice, forward them in whole or in part by any means of transportation, whether by land, water or air. Carrier may delay forwarding awaiting a vessel or conveyance in its own service or with which it has established connections. Pending or during transshipment or forwarding, the goods may be stored ashore or afloat, or both, and Carrier shall not be liable in any capacity or under any circumstances whatsoever for any loss or detention of, or damage to the goods occurring after their discharge from the ship.
All risk and expense incident to making the aforesaid arrangements, all such carriage by substituted, transshipping or forwarding carrier, all transshipping or forwarding (including, but not by way of limitation, any case of interruption or abandonment of the voyage at the port of loading or elsewhere), all storage of the goods as aforesaid, and all other matters referred to in this Clause, shall be at the risk and expense of the goods.

8. The description of the goods and the particulars concerning the packages and customary freight units or shipping units stated on the face hereof are those of the shipper; and Carrier has no knowledge with respect thereto and does not, by the issuance hereof, agree that such description is correct or admit the good order and condition of the goods or of the contents of any package or customary freight unit, except as may be otherwise provided by applicable statute. The shipper shall be liable for, and shall indemnify and hold harmless Carrier and the ship against all loss, damage and expense arising or resulting from the shipper's failure to furnish to Carrier the correct weight of any package or customary freight unit, or to mark the correct weight thereon.

9. The shipper, the consignee and the goods, jointly and severally, shall be liable for, and shall indemnify and hold harmless Carrier and the ship against any payment, expense, fine, fees, dues, duty, tax, impost, loss and damage, legal fees, expenses or disbursements howsoever caused, sustained or incurred by, or levied upon Carrier or the ship in connection with the goods or by reason of having the goods on board, for any reason whatsoever including, but not by way of limitation, detention by, or any action or requirement of, any governmental authority, or of any person purporting to act under the authority thereof; incorrect or insufficient marking, numbering, or addressing of packages or description of the contents; failure of the shipper or the consignee to procure consular, Board of Health and any other required certificates to accompany the goods, or to supply any information required by law, or to comply with laws or regulations of any kind applicable with respect to the goods by the authorities at any port or place; any act or omission of the shipper or consignee; any claim to, or interest in, the goods or their possession, any legal proceeding, process, judgment, seizure or attempted judgment or seizure, or other proceedings whatsoever, other than for breach of this contract of carriage, in which the goods are seized or attached or sought to be seized or attached, or proceeded against, and any proceeding by way of interpleader or otherwise, which Carrier or the master may bring to determine the title to or right of possession in and to the goods.

10. If green fruits, vegetables, cereals or any other kind of goods of a perishable nature are shipped hereunder, unless the shipper specifies that such goods are of a perishable nature and requests in writing at the time of delivery of such goods to Carrier that they be carried under refrigeration, ventilation or any other special care or treatment, at the rate of freight applicable thereto, and Carrier agrees by special notation hereon so to carry such goods, the shipper represents that the goods do not need, and it is agreed that Carrier will not be required to give them, any care or treatment not regularly given by Carrier to non-perishable goods and that the goods may be carried in ordinary cargo.
By reason of special characteristics of the shipper required in this service, the ship is not equipped with refrigerated or specially cooled, heated, or ventilated compartments, and Carrier does not hold itself out as equipped to provide, nor does it undertake to provide refrigeration, ventilation or heating for perishable goods or goods requiring special care. Carrier shall not be liable except when such goods are shipped in containers, railway cars, highway trailers, or other vehicles which have been provided by or approved by Carrier and subject to all the terms and conditions of Carrier's applicable tariffs.
Carrier may discharge any such goods without notice as soon as the vessel is ready, notwithstanding danger to such goods from freezing or other weather conditions, and it shall be the duty of the consignee or other person receiving delivery of such goods, to provide means for protection of such goods so discharged. If delivery thereof is not taken as soon as available after landing, the same may be left on wharf or other convenient place or may be held on board and/or placed in warehouse at risk of the shipper and the consignee.
If at any stage of the transportation the goods shall be, or it in the opinion of the master or Carrier's representative any such goods shall be, decayed, injurious or offensive, or condemned or ordered destroyed by the health or other authorities, the same may be thrown overboard or destroyed without notice, before or after arrival at port of discharge and Carrier shall not be responsible therefore.

11. The ship is not equipped for the carriage of live animals, birds and fish and Carrier does not hold itself out as prepared to

12. Carrier may discharge the goods at port of discharge or at any other place as provided below, continuously, Sundays and holidays included, at all such hours by day and by night as Carrier may determine, without giving notice either of arrival or discharge, no matter what the state of the weather or custom of the port may be. If by reason of any cause not due to, nor contributed to by, fault of Carrier the ship is prevented from arriving at the regular shore installations of Carrier or is unable to use said regular shore installations, equipment and facilities of Carrier in the discharge of the goods from the ship, the consignee shall accept delivery on or to lighters or other craft or at any other place where Carrier may decide to discharge the goods.
Carrier shall not be liable in any respect because heat, refrigeration or special cooling facilities are not furnished during loading, discharge, or any part of the time that the goods are upon dock, wharf, craft or other loading or discharging place, and Carrier does not undertake to furnish such facilities. Unless the ship discharges directly to dock, wharf or shore, the consignee shall accept delivery on or to lighters or other craft. In arranging for any necessary lighters or other transportation between ship and shore, Carrier shall do so as the agent of the shipper and the consignee and at the risk and expense of the shipper, consignee and the goods; and Carrier may demand that the consignee furnish lighters and other craft, depot, wharf or other facilities to enable the ship to discharge as fast as it is ready and as fast as the master may direct, and the shipper, consignee and the goods shall be liable for all loss and expense resulting from any detention of the ship caused by consignee's failure to comply with such demand; and all charges, dues and expenses for lighterage, use of craft, landing, sorting, watching, handling, porterage, delivery, pier, shed and other facilities and services of whatsoever nature, connected with the discharge, delivery or other disposition of the goods, shall be at the expense of the shipper, consignee and of the goods.

13. All responsibility of Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered to the consignee and at the risk and expense of the consignee when delivered to pier, dock, vessel, lighters or other craft whether of any connecting carrier or otherwise, or on public dock, or in public warehouse, or put into possession of customs or other authorities, the customs or other authorities or persons taking possession of the goods being deemed to have taken delivery thereof as agent of the shipper, consignee, and of the goods. In any other case where the goods remain in Carrier's custody after discharge from the ship, and possession thereof is not taken by the consignee before the expiration of free time allowed in Carrier's applicable tariffs they shall be considered to have been delivered to the consignee and may, at Carrier's option, and subject to Carrier's lien as provided hereinafter, be sent to store or warehouse or be permitted to lie where landed, always at the risk and expense of the shipper, consignee and of the goods. Carrier shall not be required to give any notification in writing or otherwise of arrival, discharge or disposition of the goods, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation concerning notification which may be made on the face hereof.

14. Carrier shall not be liable for failure to deliver in accordance with leading marks unless such marks shall appear on the face hereof, and shall have been set forth and durably stamped or marked by the shipper, before loading, upon the goods or packages, as the case may be, in letters and numbers [at least] not less than two inches high, together with the name of port of discharge, and unless such letters, numbers and name shall be decipherable at port of discharge. Goods that are not be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery 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 good delivery to the extent thereof. The shipper, consignee and the goods shall be liable for all expense of mending, cooperage, baling and reconditioning thereof, and gathering of loose goods. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing any lost goods and refunding or returning any damaged goods.

15. The freight is adjusted in consideration of all the terms and provisions of this contract, whether written, printed, pasted or stamped. Freight shall be payable, at Carrier's option, on gross intake weight or measurement, or gross discharge weight or measurement, or ad valorem basis, or package or customary freight unit basis. Freight may be calculated on the basis of the description of the goods, furnished by the shipper, but Carrier may at any time, weigh, measure and value the goods and often packages or customary freight units to ascertain the correct basis. In case the shipper's description is found to be incorrect and additional freight is payable, the goods shall be liable for any additional freight and expense incurred in examining, weighing, measuring and valuing the goods.
Full freight and all advance charges against the goods shall be completely earned, and shall be due and payable to sea carrier on receipt of the goods by Carrier whether the freight be stated as or intended to be prepaid, or to be collectible at destination; and Carrier shall then be entitled absolutely to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatsoever, the ship or the goods, or both, lost or not lost. Full freight shall be paid whether the goods be damaged or lost, or packages or customary freight units be empty or partly empty. All freight and charges shall be paid in full and without any offset, counterclaim or deduction, in United States currency, or (as to shipments from ports outside of the United States) at Carrier's option in its equivalent in local currency at bank demand rates of exchange on New York as of the date of payment of freight shall be due hereunder. Any error in freight or in charges or in the classification therein of the goods is subject to correction, and if on correction, the freight or charges are higher, Carrier may collect the additional amount.

16. Except where another value is permitted by the Interstate Commerce Commission [in which case such other value shall apply], if the value of the goods is $500 or less per package, or in case of goods not shipped in packages is $500 or less per customary freight unit, or is $2,500 or less per carload of goods loaded in bulk in the railway car without being packed in containers of any kind [hereinafter referred to as "bulk car shipment"], unless a higher valuation has been agreed on the conditions provided below, the agreed valuation of such goods is the market value at destination. If the value of the goods is more than $500 per package, or in case of goods not shipped in packages is more than $500 per customary freight unit, or is more than $2,500 per bulk car shipment, unless a higher valuation has been agreed on the conditions provided below, the agreed valuation of such goods is $500 per package or customary freight unit, or $2,500 per bulk car shipment as the case may be. If the nature of the goods and a value higher than the applicable valuation above has been declared in writing by the shipper on delivery of such goods to Carrier and noted on the face hereof by Carrier, and the extra freight charge incident thereto has been paid, if required, or agreed to be paid, such declared value of the goods is the agreed valuation. In the case of loss of, or damage to or in connection with the goods, the amount of damages for which Carrier may be liable, if any, shall be measured and determined on the basis of the agreed valuation, and pro rata in case of partial loss or damage. In no event shall Carrier be liable for more than the loss or damage actually sustained, nor shall it be liable for any direct or indirect loss or damage caused by delay, nor for any consequential or special damages.

17. Without waiver or limitation of any exemption from or limitation of liability afforded by law or by this Bill of Lading, neither Carrier nor any corporation owned by, subsidiary to, or associated or affiliated with Carrier shall be liable for any loss or damage to the goods howsoever and whensoever occurring by reason of any fire whatsoever, including that occurring before the time of receipt or after the time of discharge from other premises such fire shall have been caused by the design or neglect of or by the actual fault or privity of Carrier or of such corporation, respectively. In any situation where such exemption from liability may not be permitted by law neither Carrier nor such corporation shall be liable for any such loss or damage by fire unless caused by negligence, including that imputed by law, for which Carrier or such corporation is liable, respectively.

18. Nothing in this Bill of Lading shall operate to limit or deprive Carrier of any statutory protection or exemption from, or limitation of, liability, contained in the laws of the United States, or in the laws of any other country which may be applicable.

19. If the ship 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 Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify 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 goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects are at fault in respect of a collision or contact.

20. General Average shall be adjusted, stated and settled at Tokyo or any other port or place at Carrier's option according to the York-Antwerp Rules, 1974, and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment, and in the currency selected by Carrier. The general average adjustment shall be prepared and stated by average adjusters selected by Carrier. The adjusters shall attend to the settlement and collection of the average subject to customary charges. In such adjustment disbursements in foreign currency shall be exchanged into United States dollars at the rate prevailing on the dates made, and allowances for damage to goods claimed in foreign currency shall be exchanged at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged goods. Average agreement or bond, and such deposit as Carrier may require as additional security for the estimated contribution to be made by the goods and any salvage and special charges thereon shall be furnished by the shipper or the consignee to Carrier before delivery of the goods. Such deposit shall, at the option of Carrier, be payable in United States currency and be remitted to the adjuster pending settlement of the general average, and refunds of credit balances, if any, shall be paid in United States currency. In addition to the circumstances dealt with in the York-Antwerp Rules 1974, it is agreed that if Carrier has used due diligence in the stowage of cargo and if the safe prosecution of the voyage is thereafter impeded in consequence of the disturbance of stowage, the costs of handling, discharge, reloading and restowing cargo shall be allowed in General Average, even though the handling of cargo is not necessary for the purpose of effecting repairs to the vessel.
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 Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with 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 vessel is owned or operated by Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships were owned or operated by strangers.

21. As to loss of or damage to the goods occurring or presumed to have occurred during sea carriage, unless notice of loss or damage and the general nature of such loss or damage be given in writing to Carrier or its agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof, such removal shall be prima facie evidence of the delivery by Carrier of the goods as described herein. If the loss or damage is not apparent, the notice must be given within three days of the delivery.

22. As to loss of or damage to the goods occurring or presumed to have occurred during sea carriage, Carrier and the ship shall be discharged from all liability in respect of loss, damage and every claim whatsoever with respect to the goods, unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered, even though the claim is based on gross negligence, unseaworthiness, conversion, deviation or any act of Carrier or any of its agents which may have the effect of deviation or on any other grounds.

23. The shipper, the consignee and the goods shall be jointly and severally liable to Carrier for the payment of the total amount due hereunder and for the performance of the obligation of each of them hereunder; and the risk, liability and expense of the goods herein provided for shall be the risk, liability and expense of the shipper and the consignee, jointly and severally. Whenever any sum shall become due to Carrier hereunder for freight, charges or in any other respect whatsoever, or whenever the shipper or the consignee shall be obliged hereunder to indemnify or hold harmless Carrier or the ship against any loss, damage or expense, or to furnish bond or other security for any charges on the goods hereunder, Carrier shall have a lien on the goods therefor, which shall survive delivery, and may enforce said lien by public or private sale and without notice. The proceeds of any such sale shall be applied toward the settlement of the amount due Carrier hereunder and Carrier shall not be under any liability in consequence thereof except to account for the balance, if any, of such proceeds.

24. Any other agreements or freight engagements for the shipment of the goods herein described are superseded by this Bill of Lading.
The provisions of this Bill of Lading shall be separable and if any part or provision hereof is invalid or unenforceable such circumstance shall not affect the validity or enforceability of any other part or provision hereof.
This Bill of Lading shall be construed, and the rights of the parties hereto, including consignee, assigns or any holder of this Bill of Lading taking delivery of the goods, or any other person in any way concerned herewith, shall be determined, according to the laws of the United States.
If required by Carrier, this Bill of Lading, duly endorsed, must be surrendered to the agent of Carrier at the port of discharge in exchange for delivery order.
The goods carried hereunder are subject to all the terms and provisions of the tariff or tariffs on file with the Federal Maritime Commission, Interstate Commerce Commission or any other regulatory body which governs a particular portion of this carriage, and the terms of said tariff or tariffs are hereby incorporated herein as part of the terms and conditions of this Bill of Lading.

25. It is contemplated that the goods will be carried in through transportation that will include inland transportation within the United States by the Railroads and sea carriage by one or more of the other Carriers above defined. At all times when the goods are in the custody of the Railroad it shall be entitled to all the rights, privileges, liens, limitations of and exonerations from liability, optional or discretionary rights, or rights of indemnity granted to Carrier and/or the "shipowner" hereunder, to the full extent permitted to rail carriers under the rules and regulations of the Interstate Commerce Commission and any other laws of the United States relating to rail carriers provided, however, that nothing contained in this Bill of Lading shall be deemed a surrender by any Railroad of any of its rights and immunities or an increase of any of its limitations of and exonerations from liability under said rules, regulations and laws or permitted by the Interstate Commerce Commission.

26. Subject to all rights, privileges and limitations of and exonerations from liability granted to Carrier under this Bill of Lading to the full extent permitted by applicable law, any liability for loss or damage to the goods shall be governed:
1. When it is established or admitted by Carrier that the loss or damage to the goods occurred:
   a. During sea carriage or during carriage by inland waterways [which shall be deemed to be sea carriage], by the Carriage of Goods by Sea Act of the United States as provided in Clause 2 above;
   b. During rail transportation within the United States, as permitted by the Interstate Commerce Commission and accordingly to the joint tariffs on file with the Federal Maritime Commission and the Interstate Commerce Commission, the sea carrier guarantees the performance of the other carriers under the joint tariffs. As to services incident to through transportation to be performed by carriers not subject to the joint tariffs or to be performed outside the United States of America, Carrier undertakes to procure as the shipper's agent such services as necessary. All such services shall be subject to the usual contracts of persons providing the services. Sea carrier guarantees the fulfillment of the obligations of such persons under the pertinent contracts.
2. When it cannot be established in whose custody the goods were when the loss or damage occurred, it shall be conclusively presumed to have occurred during sea carriage and any liability therefor shall be governed as provided in

DKS INTERNATIONAL, INC.
Y. Nishimura

DKS international, inc.
• Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
• Telex: 2226258 DKSTYO • Telephone: Tokyo (03) 278-1487 • Cable: ICHIKOYAKU TOKYO

PO 3814

Tokyo, November 26, 1981

Mr. Charles F. Petri,
Montello, Inc.
6106 East 32nd Place,
Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

Enclosed is our Invoice No. MON-154 in the amount of US$119,610.00 for our shipment of 1,800 bags. of Cellex Regular to New Orleans.

Please note we have enclosed the first and third original of bill of lading. The Second original is kept here just in case.

Please pay to our acount of Bank of Tokyo, Yaesudori Office, Tokyo.

Best regards,

DKS INTERNATIONAL, INC.

YN/em

Y. Nishimura

B24270A24700 SENYO KOUN CO., LTD.

Shipper
DKS INTERNATIONAL INC.

# NIPPON KAIJI KENTEI KYOKAI

(JAPAN MARINE SURVEYORS & SWORN MEASURERS' ASSOCIATION)

FOUNDED IN 1913 & LICENSED BY THE JAPANESE GOVERNMENT

Certificate No.
7977

Sheet
01-03-00

Certificate issued
M2933-5304

KOBE NOV.21, 1981

Ref. No. (For our reference)
2935-402-034

## CERTIFICATE AND LIST OF MEASUREMENT AND/OR WEIGHT


HEAD OFFICE:
KAIJI BLDG., NO. 9-7, 1-CHOME, HATCHOBORI
CHUO-KU, TOKYO-104
JAPAN

PHONES: TOKYO (03) 552-1191
CABLE ADDRESS: KAIJIKENTEI TOKYO
TLX:NO. 252-4519
AAB-JAMSMA J-

BRANCHES:
ALL PRINCIPAL PORTS IN JAPAN


Ocean Vessel: GOLDEN GATE BRIDGE (JAPAN L
Port of Loading: KOBE

Port of Discharge: PUGET SOUND
Date & Place of Measuring and/or Weighing: NOV.19,1981,KOBE

| Marks & Numbers | No. of P'kgs. | Kind of Packages; Description of Goods | Gross Weight | Measurement |
|---|---|---|---|---|
| | | | KG | CU.METRE |
| | 1,800 | BAGS | 41,940 | 53.419 |
| | | | LB | CU.FOOT |
| | | OR | 92,462 | 1,886- 6 |

CELLEX
SODIUM CARBOXYMETHYL CELLULOSE
DRILLING MUD ADDITIVE FOR
REDUCING FILTRATION RATE.
MAKING LOW SOLD MUDS.
NET WEIGHT 50 POUNDS 22.68 KILOS
MADE IN JAPAN

SODIUM CARBOXYMETHYL
CELLULOSE CELLEX REGULAR

DETAILS :

| | | M CM L | M CM W | M CM H | KG | KG | CU.METRE | CU.METRE |
|---|---|---|---|---|---|---|---|---|
| BAG | | | | | | | | |
| 1,800 | AVERAGE | | | | 23.30 | 41,940 | 0.029677 | 53.419 |

- THE END -

*We Hereby Certify that the above measurements and/or weights of the goods were taken by our measurers solely for reasonable ocean freight in accordance with the provisions of recognized rules concerned.*

NIPPON KAIJI KENTEI KYOKAI MARINE SURVEYORS & SWORN MEASURERS ASSOCIATION N.K.K.K.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : **INVOICE NO.** MON-154

**TOKYO,** November 24, 1981

| Contract No. | Contracted Date | Your order No. 3866 |
|---|---|---|

Consigned to Messrs:

Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.

| Shipped per "GOLDEN GATE BRIDGE " | From Kobe, Japan |
|---|---|
| To New Orleans, U.S.A. | |
| Sailing on or about Nov. 23, 1981 | Quantity 90,000 lbs. (1,800 bags.) |
| L/C No. | |
| Issuing Bank | |
| Commodity Sodium Carboxymethyl Cellulose Cellex Regular | |

SHIPPING MARKS & NOS.

CELLEX
SODIUM CARBOXYMETHYL CELLULOSE
DRILLING MUD ADDITIVE FOR

.REDUCTING FILTRATION RATE.
.MAKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Sodium Carboxymethyl Cellulose Cellex Regular<br>50 lbs. net in paper bag. X 1,800 bags. | 90,000 lbs. | | |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : **INVOICE NO.** MON-154

**TOKYO,** November 24, 1981

| Contract No. | Contracted Date | Your order No. 3866 |
|---|---|---|

Consigned to Messrs.

Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.

| Shipped per "GOLDEN GATE BRIDGE " | From Kobe, Japan |
|---|---|
| To New Orleans, U.S.A. | |
| Sailing on or about Nov. 23, 1981 | Quantity 90,000 lbs. (1,800 bags.) |
| L/C No. | |
| Issuing Bank | |
| Commodity Sodium Carboxymethyl Cellulose Cellex Regular | |

SHIPPING MARKS & NOS.

CELLEX
SODIUM CARBOXYMETHYL CELLULOSE
DRILLING MUD ADDITIVE FOR

.REDUCTING FILTRATION RATE.
.MAKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | | | Net Weight | Gross Weight | Meas't |
|---|---|---|---|---|---|
| Sodium Carboxymethyl Cellulose Cellex Regular | | | | | |
| 50 lbs. net in paper bag. | X | 1,800 bags. | 90,000 lbs. | | |

DKS INTERNATIONAL, INC.

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Tokyo, November 25, 1981

Messrs. MONTELLO, INC.

6106 East 32nd Place

Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

We wish to inform you the shipping/~~the airway~~ schedule covering: 90,000 lbs. (1,800 bags.) of Cellex Regular

Please note the goods are being despatched

by " GOLDEN GATE BRIDGE " of JAPAN LINE

leaving Kobe, Japan on Nov. 24, 1981

arriving at Long Beach(New Orleans) on or about December 12, 1981

We enclosed herewith/~~will send separately~~ copies of the relative documents as follows:

B/L Original
Invoice, Custom Invoice, Packing List, Insurance Policy.

We shall be glad of your advice of the good arrival of the consignment.

With our best regards,

Yours faithfully,
~~DKS INTERNATIONAL~~, INC.

Y. Nishimura

YN/em

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-154

Tokyo, November 24, 1981

| Contract No. | Contracted Date | Your order No. 3866 |
|---|---|---|

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.

| Shipped per " GOLDEN GATE BRIDGE " | From Kobe, Japan |
|---|---|
| To New Orleans, U.S.A. | |
| Sailing on or about Nov. 29, 1981 | Quantity 90,000 lbs. (1,800 bags.) |
| L/C No. | |
| Issuing Bank | |

Commodity Sodium Carboxymethyl Cellulose Cellex Regular

SHIPPING MARKS & NOS.

CELLEX
SODIUM CARBOXYMETHYL CELLULOSE
DRILLING MUD ADDITIVE FOR

.REDUCING FILTRATION RATE.
.MAKING LOW SOLID MUDS.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Sodium Carboxymethyl Cellulose Cellex Regular | 90,000 lbs. | US$1.329 | US$119,610.00 |

DKS INTERNATIONAL, INC.

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

**1. SELLER**

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan.

**2. DOCUMENT NR.***

**3. INVOICE NR. AND DATE***

MKN-154, Nov. 24, 1981

**4. REFERENCES***

**5. CONSIGNEE**

Montello, Inc.
c/o Bahring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

**6. BUYER** *(if other than consignee)*

**7. ORIGIN OF GOODS**

Japan

**8. NOTIFY PARTY***

Bahring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: CARLO CURRY
Phone: 504-468-2800

**9. TERMS OF SALE, PAYMENT, AND DISCOUNT**

D/A 15 days after Invoice arrival.

**10. ADDITIONAL TRANSPORTATION INFORMATION***

**11. CURRENCY USED**

U.S. Dollar

**12. EXCH. RATE** *(if fixed or agreed)*

**13. DATE ORDER ACCEPTED**

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | Sodium Carboxymethyl Cellulose | | | per lb. | CIF New Orlean |
| | 1,800 bags. | Cellex Regular | 90,000 lbs. | | 1.329 | US$119,610.00 |
| | | | | 1.30 | | |
| CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>•REDUCING FILTRATION RATE.<br>•MAKING LOW SOLID MUDS.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | | | | | | |

**21.** ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

**22. PACKING COSTS** US$24.00

**27. DECLARATION OF SELLER/SHIPPER (OR AGENT)**

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

| | |
|---|---|
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$4,981.33 |
| 24. DOMESTIC FREIGHT CHARGES | US$750.00 |
| 25. INSURANCE COSTS | US$697.33 |
| 26. OTHER COST *(Specify Below)* | US$450.00 |

**28. THIS SPACE FOR CONTINUING ANSWERS**

Other costs; Forwarding and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form 5515(12-20-76)

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

**1. SELLER**

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

**2. DOCUMENT NR.***

**3. INVOICE NR. AND DATE***
MON-154, Nov. 24, 1981

**4. REFERENCES***

**5. CONSIGNEE**
Montello, Inc.
c/o Bahring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

**6. BUYER** *(if other than consignee)*

**7. ORIGIN OF GOODS**
Japan

**8. NOTIFY PARTY***
Bahring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: CARLO CURRY
Phone: 504-468-2800.

**9. TERMS OF SALE, PAYMENT, AND DISCOUNT**
D/A 15 days after Invoice arrival.

**10. ADDITIONAL TRANSPORTATION INFORMATION***

**11. CURRENCY USED**
U.S. ~~Dollar~~ Dollar

**12. EXCH. RATE** *(if fixed or agreed)*

**13. DATE ORDER ACCEPTED**

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | Sodium Carboxymethyl Cellulose | | | per lb. CIF New Orleans | |
| | 1,800 bags. | Cellex Regular | 90,000 lbs. | | 1.329 | US$119,610.00 |
| | | | ========== 1.30 | | | ========== |
| CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE.<br>.MAKING LOW SOLID MUDS.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | | | | | | |

**21.** ☐ If the production of these goods involved furnishing goods or services to the seller *(e.g., assists such as dies, molds, tools, engineering work)* and the value is not included in the invoice price, check box (21) and explain below.

| | |
|---|---|
| 22. PACKING COSTS | US$24.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$4,981.33 |
| 24. DOMESTIC FREIGHT CHARGES | US$750.00 |
| 25. INSURANCE COSTS | US$697.33 |
| 26. OTHER COST *(Specify Below)* | US$450.00 |

**27. DECLARATION OF SELLER/SHIPPER (OR AGENT)**

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

**28. THIS SPACE FOR CONTINUING ANSWERS**

Other costs: Forwarding and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form **5515(12-20-76)**

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

1. SELLER

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

2. DOCUMENT NR.*

3. INVOICE NR. AND DATE*

MON-154, Nov. 24, 1981

4. REFERENCES*

5. CONSIGNEE

Montello, Inc.
c/o Bahring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

6. BUYER (*if other than consignee*)

7. ORIGIN OF GOODS

Japan

8. NOTIFY PARTY*

Bahring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: CARLO CURRY
Phone: 504-468-2800.

9. TERMS OF SALE, PAYMENT, AND DISCOUNT

D/A 15 days after Invoice arrival.

10. ADDITIONAL TRANSPORTATION INFORMATION*

11. CURRENCY USED

U.S. ~~DOLLAR~~ Dollar

12. EXCH. RATE (*if fixed or agreed*)

13. DATE ORDER ACCEPTED

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | Sodium Carboxymethyl Cellulose | | | per lb. CIF New Orleans | |
| | 1,800 bags. | Cellex Regular | 90,000 lbs. | 1.30 | 1.329 | US$119,610.00 |
| CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>•REDUCING FILTRATION RATE.<br>•MAKING LOW SOLID MUDS.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | | | | | | |

21. ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

| | |
|---|---|
| 22. PACKING COSTS | US$24.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$4,981.33 |
| 24. DOMESTIC FREIGHT CHARGES | US$750.00 |
| 25. INSURANCE COSTS | US$697.33 |
| 26. OTHER COST (*Specify Below*) | US$450.00 |

27. DECLARATION OF SELLER/SHIPPER (OR AGENT)

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

28. THIS SPACE FOR CONTINUING ANSWERS

Other costs: Forwarding and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form 5515(12-20-76)

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

**ORIGINAL**

Assured(s), etc.
OKS INTERNATIONAL, INC.

Invoice No. MON-154

POLICY
No. 817804110

Amount insured U.S.$131,571.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) |
|---|---|
| ANY CONV. | INTERIOR |

| Ship or Vessel called the | at and from | Sailing on or about |
|---|---|---|
| GOLDEN GATE BRIDGE | KOBE | NOV. 25, 1981 |

| arrived at/transhipped at | thence to |
|---|---|
| NEW ORLEANS | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE CELLEX REGULAR
90,000 LBS.

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in TOKYO NOV. 20, 1981

No. of Policies issued TWO

11 443

(1) *Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

(2) *Warranted free of loss or damage*

(a) *caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

(b) *resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

∵ Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

1/1/63

# INSTITUTE CARGO CLAUSES

1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(a) for storage other than in the ordinary course of transit

or

(aa) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured.

Transit Clause (incorporating Warehouse to Warehouse Clause)

2 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or (as) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

Termination of Adventure Clause.

3 Including transit by craft raft or lighter to or from the vessel. Each craft raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.

Craft, &c Clause

4 Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

Change of Voyage Clause

5 See below.

6 No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival.

Constructive Total Loss Clause

7 General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

G A Clause

8 The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted.

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

Seaworthiness Admitted Clause

9 It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

Bailee Clause.

10 This insurance shall not inure to the benefit of the carriers or other bailee

Not to Inure Clause. "Both to Blame Collision" Clause

11 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim

~~12 Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof, or any attempt thereat, piracy, etc., and also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not, but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.~~

F C & S Clause

~~Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.~~

~~**Should Clause No. 12 be deleted, the relevant excerpts Institute War Clauses shall be deemed to form part of this insurance.**~~

~~13 Warranted free of capture, seizure, arrest, restraint or detainment (all the consequences thereof or any attempt thereat), all consequences of hostilities or warlike operations (whether before or after declaration of war), civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy, and the consequences thereof or any attempt thereat, all dangers of mines, torpedoes, bombs or other derelict weapons of war, and also from all consequences of arrests, restraints or detainments, and all consequences of political acts, of any person or persons acting maliciously.~~

~~**Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.**~~

F S R & C C Clause

~~DELETED~~

14 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

Reasonable Despatch Clause

Applying to interest declared All Risks on the front of this Policy

15 This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Claims recoverable hereunder shall be payable irrespective of percentage.

All Risks Clause

Applying to interest declared W A on the front of this Policy

16 Warranted free from average under the percentage specified in the policy, unless general or the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package which may be totally lost in loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress.

Average Clause

This Clause shall operate during the whole period covered by the policy.

Applying to interest declared F P A on the front of this Policy

17 Warranted free from Particular Average unless the vessel or craft be stranded, sunk or burnt, but notwithstanding F P A Clause this warranty the Underwriters are to pay the insured value of any package which may be totally lost overboard during loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress, also to pay special charges for landing, warehousing and forwarding if insured at an intermediate port of call or refuge, for which Underwriters would be liable under the standard form of English Marine Policy with the Institute Cargo Clauses (W A) attached.

This Clause shall operate during the whole period covered by the policy.

NOTE.—It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

1/1/34

## INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the policy, the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duties unless the full duties is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

## LABEL CLAUSE

In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and relabelling the goods, provided the damage shall have amounted to a claim under the terms of the policy.

The following Institute Theft, Pilferage and Non-Delivery Clause shall be applied, when these risks are expressly covered by this Policy.

1/7/28

## INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY (INSURED VALUE) CLAUSE

(A) It is hereby agreed that this Policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability to lose to attach hereto unless notice of survey has been given to Underwriters' Agents within 10 days of the expiry of risk under the Policy.

(B) It is hereby agreed that this Policy covers the risk of Non-Delivery of an entire package lost which the liability of the Shipowners or other Carriers is limited, reduced or negatived by the Contract of Carriage by reason of the value of the goods.

Underwriters to be entitled to any amount recovered from the Carriers or others in respect of such losses (less cost of recovery) if any) up to the amount paid by them in respect of the loss.

The following Duty Clause shall be applied, when duty is insured by this Policy.

1/3/69

## DUTY CLAUSE

To pay partial loss sustained on duty imposed on the goods insured hereunder, by reason of the perils insured against, but subject to the policy terms of average, also to pay total loss if the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual loss of duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter.

The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, and in case of any reduction in duty the amount so reduced shall be deducted in settling any loss for which this Company may be liable.

1/5/57

## INSTITUTE DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy

and

(2) the proof of loss is accompanied either by a licence, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a licence, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government,

and

(3) the route by which the drugs were conveyed was usual and customary.

## IMPORTANT

## PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

## LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:—

1 To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.

2 In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.

3 When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

4 To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.

5 To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

**NOTE: – The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.**

## INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

## DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:—

1 Original policy of insurance.
2 Original or certified copy of shipping invoices, together with shipping specification and/or weight notes.
3 Original or certified copy of Bill of Lading and/or other contract of carriage.
4 Survey report or other documentary evidence to show the extent of the loss or damage.
5 Landing account and weight notes at port of discharge and final destination.
6 Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

## IMPORTANT

11/3/80

# INSTITUTE WAR CLAUSES
## (including on-carriage by Air)

**1. This insurance covers**

1.1 the risks excluded from the Standard Form of English Marine Policy by the clause "Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power."
Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy."

1.2 loss of or damage to the interest insured caused by

1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom

1.2.2 mines, torpedoes, bombs or other engines of war

1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

**2. This insurance excludes**

2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests or restraints or detainments of Kings, Princes, Peoples, Rulers or persons attempting to usurp power.

2.2 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radio active force or matter.

2.3 loss or damage covered by the Standard Form of English Marine Policy with the Free of Capture etc. Clause (as quoted in 1.1 above) inserted therein.

2.4 loss of damage proximately caused by delay, inherent vice or loss of market, or any claim for expenses arising from delay (except such expenses as would be recoverable in principle at English law and practice under York-Antwerp Rules).

**3.** Claims recoverable shall be payable irrespective of percentage.

**4.** This insurance, except for the risks of mines and derelict torpedoes, standing or submerged, referred to in Clause 5 below,

4.1 attaches only as the interest insured and as to any part as that part is loaded on an overseas vessel and

4.2 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is discharged from an overseas vessel at the final port or place of discharge,

or

on expiry of 15 days (counting from midnight of the day of arrival of the vessel at the final port or place of discharge),

whichever shall first occur;

nevertheless,

*subject to prompt notice to the Underwriters and to an additional premium*, such insurance

4.3 reattaches when, without having discharged, the interest or the final port or place of discharge, the vessel sails therefrom; and

4.4 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is thereafter discharged from the vessel at the final or substituted port or place of discharge,

or

on expiry of 15 days (counting from midnight of the day of arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge),

whichever shall first occur.

4.5 If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the interest for on-carriage by another overseas vessel or by an aircraft, such insurance terminates on expiry of 15 days (counting from midnight of the day of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or the aircraft. During the period of 15 days such insurance remains in force after discharge only while the interest and as to any part as that part is at such intermediate port or place of discharge. If the insurance reattaches

4.5.1 through on-carriage by another overseas vessel, it thereafter terminates in accordance with 4.2, or

4.5.2 through on-carriage by an aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

4.6 If the voyage by sea in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2. If the interest is subsequently reshipped to the original or any other destination, then, *provided notice is given to the underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches

4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or an aircraft for the voyage;

4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge;

thereafter such insurance terminates in accordance with 4.4 or 4.5.2.

(For the purpose of Clause 4

"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority's area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge)

**5.** The insurance against the risks of mines and derelict torpedoes, floating or submerged,

5.1 attaches as the interest and as to any part as that part is first loaded on vessel or craft after such interest leaves the warehouse or place of storage at the place named in the insurance for the commencement of the transit and

5.2 terminates either

5.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the consignee's warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters,

or,

5.2.2 when, before the interest is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters, the voyage or transit in the contract of carriage is terminated at a port or place other than the destination agreed thereto, nevertheless, *subject to prompt notice to the Underwriters and to an additional premium if required*, such insurance reattaches, and thereafter terminates either

5.2.2.1 as the interest and as to any part as that part is discharged from vessel or craft prior to sale at such port or place

or,

5.2.2.2 unless otherwise specially agreed by the Underwriters on the expiry of 60 days whilst without affair completion of discharge overside of the interest from an overseas vessel at such port or place,

whichever shall first occur

If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance remains in force as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters.

(For the purpose of Clause 4 and Clause 5

"overseas vessel" shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel.)

**6.** Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2, 4 or 5 shall, to the extent of such inconsistency, be null and void.

**7.** *Subject to prompt notice to the Underwriters and to an additional premium*, the interest is held covered within the provisions of these clauses in the case of

7.1 change of or deviation from the voyage

7.2 any exercise of the liberty of the carriers of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment.

**8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

1/1/63

## INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES

1 This insurance covers loss of or damage to the property hereby insured caused by

(a) strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,

(b) persons acting maliciously.

2 Warranted free of

(a) loss or damage proximately caused by

(a1) delay, inherent vice or nature of the property hereby insured,

(b) the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion,

(a1) any claim for expenses arising from delay except such expenses as would be recoverable in principle at English law and practice under York-Antwerp Rules, 1974,

(a2) loss or damage caused by hostilities (warlike operations) civil war, or by revolution rebellion insurrection or civil strife arising therefrom

3 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy which the Assured elect to use either

(a1) for storage other than in the ordinary course of transit

or

(aa) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

4 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required this insurance shall remain in force until either

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or (a) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

5 General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.

6 Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.

7 Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

8 **It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

**NOTE.—It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.**

DKS INTERNATIONAL INC.
Y. Nishimura

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

5o1120

DUPLICATE

Assured(s), etc.
OKS INTERNATIONAL, INC.

Invoice No. MON-154

POLICY No. 817804110

Amount insured U.S.$131,571.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) |
|---|---|
| ANY CONV. | INTERIOR |

| Ship or Vessel called the | at and from | Sailing on or about |
|---|---|---|
| GOLDEN GATE BRIDGE | KOBE | NOV. 23, 1981 |

| arrived at/transhipped at | thence to |
|---|---|
| NEW ORLEANS | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE CELLEX REGULAR
90,000 LBS.

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in TOKYO NOV. 20, 1981

No. of Policies issued TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

∵ Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above.*

THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

1/1/83

# INSTITUTE CARGO CLAUSES

1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery — Transit Clause (incorporating Warehouse to Warehouse Clause)

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured.

2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either — Termination of Adventure Clause

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur,

or (b) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

3. Including transit by craft raft or lighter to or from the vessel. Each craft raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lighermen from liability. — Craft, &c Clause

4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage. — Change of Voyage Clause.

5. See below

6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival. — Constructive Total Loss Clause.

7. General Average and Salvage Charges payable according to Foreign Statement or to York Antwerp Rules if in accordance with the contract of affreightment. — G A Clause.

8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted. — Seaworthiness Admitted Clause

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. — Bailee Clause

10. This insurance shall not inure to the benefit of the carriers or other bailee — Not to Inure Clause

11. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. — "Both to Blame Collision" Clause

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

~~12. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not, but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any vessel otherwise herein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.~~ — I C & S Clause

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.

**Should Clause No. 12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.**

~~Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat~~

(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions, — F S R & C C Clause

~~(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.~~

**Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.**

14. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

*Applying to interest declared All Risks on the front of this Policy*

15. This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Claims recoverable hereunder shall be payable irrespective of percentage. — All Risks Clause.

*Applying to interest declared W A on the front of this Policy*

5. Warranted free from average under the percentage specified in the policy, unless general or the vessel or craft be stranded, sunk or burnt, but notwithstanding this warrants the Underwriters are to pay the insured value of any package or packages which may be totally lost in loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (not included) other than water, or to discharge of cargo at a port of distress. This Clause shall operate during the whole period covered by the policy. — Average Clause

*Applying to interest declared F P A on the front of this Policy*

5. Warranted free from Particular Average unless the vessel or craft be stranded, sunk, or burnt, but notwithstanding this warrants the Underwriters are to pay the insured value of any package or packages which may be totally lost in loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (not included) other than water, or to discharge of cargo at a port of distress, also to pay special charges for landing wrongbouting and forwarding if incurred at an intermediate port or place of refuge for which Underwriters would be liable under the standard form of English Marine Policy with the Institute Cargo Clauses (W.A.) attached. This Clause shall operate during the whole period covered by the policy. — F P A Clause

DKS INTERNATIONAL INC.

Y. Nishimura

**NOTE. — It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.**

1/1/34

## INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

## LABEL CLAUSE

In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and relabelling the goods, provided the damage will have amounted to a claim under the terms of the policy.

The following Institute Theft, Pilferage and Non-Delivery Clause shall be applied, when these risks are expressly covered by this Policy.

16/7/28

## INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY (INSURED VALUE) CLAUSE

(A) It is hereby agreed that this Policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Underwriters' Agents within 10 days of the expiry of risk under the Policy.

(B) It is hereby agreed that this Policy covers the risk of Non Delivery of an entire package for which the liability of the Shipowner or other Carriers is limited, reduced or negatived by the Contract of Carriage by reason of the value of the goods.

Underwriters to be entitled to any amount recovered from the Carriers or others in respect of such losses (less cost of recovery, if any) up to the amount paid by them in respect of the loss.

The following Duty Clause shall be applied, when duty is insured by this Policy.

1/3/69

## DUTY CLAUSE

To pay partial loss sustained on duty imposed on the goods insured hereunder, by reason of the perils insured against, but subject to the policy terms of average, also to pay total loss if the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual loss of duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter.

The Assured should, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, and in case of any reduction in duty the amount so refunded shall be deducted in settling any loss for which this Company may be liable.

1/5/37

## INSTITUTE DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared at such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy

and

(2) the proof of loss is accompanied either by a licence, certificate or authorisation issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a licence, certificate or authorisation issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government,

and

(3) the route by which the drugs were conveyed was usual and customary.

## IMPORTANT
## PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE
## LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

**It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:**

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Containers, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

**NOTE: — The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.**

## INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

## DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:

1. Original policy of insurance.
2. Original or certified copy of shipping invoices, together with shipping specification and/or weight notes.
3. Original or certified copy of Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at port of discharge and final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

## IMPORTANT

11/2/80

# INSTITUTE WAR CLAUSES
**(including on-carriage by Air)**

1. **This insurance covers**

1.1 the risks excluded from the Standard Form of English Marine Policy by the clause "Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power."
Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy."

1.2 loss of or damage to the interest insured caused by

1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom

1.2.2 mines, torpedoes, bombs or other engines of war

1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

2. **This insurance excludes**

2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detainments of Kings, Princes, Peoples, Governments or persons attempting to usurp power

2.2 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radio active force or matter

2.3 loss or damage covered by the Standard Form of English Marine Policy with the Free of Capture etc. Clause as quoted in 1.1 above, irrespective of the terms of that Clause

2.4 loss or damage proximately caused by delay, whether arising from a peril insured against or otherwise, or any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules 1974.

3. Claims recoverable shall be payable irrespective of percentage.

4. This insurance, except for the risks of mines and derelict torpedoes, is extended to cover, subject to Clause 5 below,

4.1 attaches only as the interest insured and at the time the assured commences any part of the journey (or series of journeys) contemplated by the contract of affreightment

4.2 terminates, subject to 4.3 and 4.6 below, either as the interest and as to any part thereof that part is discharged from an overseas vessel at the final port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,

whichever shall first occur,

or unless otherwise specially agreed,

*subject to prompt notice to the Underwriters and to an additional premium,* such insurance

4.3 reattaches when, without having discharged the interest at the final port or place of discharge, the vessel sails therefrom, and

4.4 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part that part is thereafter discharged from the vessel at the final port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,

whichever shall first occur.

4.5 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the interest for on carriage by another oversea vessel or by an aircraft, such insurance terminates on expiry of 15 days counting from midnight of the day of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on-carrying oversea vessel or the aircraft. During the period of 15 days such insurance remains in force after discharge only whilst the interest and as to any part as that part is at such intermediate port or place of discharge. If the insurance reattaches

4.5.1 through on-carriage by another oversea vessel, it thereafter terminates in accordance with 4.2, or

4.5.2 through on-carriage by an aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

4.6 If the voyage by sea in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2. If the interest is subsequently reshipped to the original or any other destination, then, *provided notice is given to the underwriters before the commencement of such further transit and subject to an additional premium,* such insurance reattaches

4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying oversea vessel or an aircraft for the voyage;

4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge;

thereafter such insurance terminates in accordance with 4.4 or 4.5.2.

(For the purpose of Clause 4 "arrived at" and "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority's area. If such a berth or place is not available, arrived at is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge.)

5. The insurance against the risks of mines and derelict torpedoes, floating or submerged,

5.1 attaches as the interest and as to any part as that part is first loaded on vessel or craft after such commencement of the transit, or warehouse or place of storage at the place named in the insurance for the

terminates either

5.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters,

or,

5.2.2 when, before the interest is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters, the vessel or transit in the contract of carriage is terminated at a port or place other than the destination agreed thereto nevertheless, *subject to prompt notice to the Underwriters and to an additional*

thereafter such insurance reattaches and thereafter terminates either

5.2.2.1 as the interest and as to any part as that part is discharged from vessel or craft prior to sale and delivers at such port or place

or,

5.2.2.2 unless otherwise specially agreed by the Underwriters, on the expiry of 60 days whilst afloat after completion of discharge overside of the interest from an overseas vessel at such port or place,

whichever shall first occur

If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, *subject to prompt notice to the Underwriters and to an additional premium,* such insurance remains in force until it terminates as provided for above, or until the interest is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters.

(For the purpose of Clause 4 and Clause 5 "overseas vessel" shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel.)

6. **Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2, 4 or 5 shall, to the extent of such inconsistency, be null and void.**

7. *Subject to prompt notice to the Underwriters and to an additional premium,* the interest is held covered within the provisions of these clauses in the case of

7.1 change of or deviation from the voyage

7.2 variation of the adventure by reason of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment.

8. **It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

1/1/63

## INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES

1 This insurance covers loss of or damage to the property hereby insured caused by

(a) strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions,

(b) any person acting maliciously.

2 Warranted free of

(a) loss or damage proximately caused by

(a.1) delay, inherent vice or nature of the property hereby insured,

(a.2) the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion,

(a.3) any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules, 1974;

(a.4) loss or damage caused by hostilities warlike operations civil war, or by revolution rebellion insurrection or civil strife arising therefrom

3 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage whether prior to or at the destination named in the policy which the Assured elect to use either

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

4 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above, then subject to prompt notice being given to Underwriters and to an additional premium if required this insurance shall remain in force until either

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur,

or (b) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

5. General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.

6. Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.

7. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

8. **It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

**NOTE. — It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.**

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE : 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS : YASUDAFIRE TOKYO)
ESTABLISHED 1887

MON-154 5o1120

Assured(s), etc.
DKS INTERNATIONAL, INC.

Invoice No. MON-154

POLICY
No. 817804110

Amount insured U.S.$131,571.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) |
|---|---|
| ANY CONV. | INTERIOR |

| Ship or Vessel called the | at and from | Sailing on or about |
|---|---|---|
| GOLDEN GATE BRIDGE | KOBE | NOV. 23, 1981 |

| arrived at/transhipped at | thence to |
|---|---|
| NEW ORLEANS | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE CELLEX REGULAR
90,000 LBS.

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

| Place & Date signed in | No. of Policies issued |
|---|---|
| TOKYO NOV. 20, 1981 | TWO |

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

In the event of loss or damage which may involve a claim

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and Peoples, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no Acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON; and so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED. on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above.*

THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

TOKYO PURPOSES ONLY

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

I MON-154 561120

Assured(s), etc.
OKS INTERNATIONAL, INC.

Invoice No. MON-154

POLICY
No. 817804110

Amount insured U.S.$131,571.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) |
|---|---|
| ANY CONV. | INTERIOR |

| Ship or Vessel called the | at and from | Sailing on or about |
|---|---|---|
| GOLDEN GATE BRIDGE KOBE | | NOV. 23, 1981 |

| arrived at/transhipped at | thence to |
|---|---|
| NEW ORLEANS | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE CELLEX REGULAR
90,000 LBS.

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in TOKYO NOV. 20, 1981

No. of Policies issued TWO

11 443

(1) *Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

(2) *Warranted free of loss or damage*

(a) *caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

(b) *resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and Peoples, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON, and so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above.*

THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

TOKYO PURPOSES ONLY

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

561120

Assured(s), etc.
OKS INTERNATIONAL, INC.

Invoice No. MON-156

POLICY No. 817804110

Amount insured U.S.$131,571.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) |
|---|---|
| ANY CONV. | INTERIOR |

| Ship or Vessel called the | at and from | Sailing on or about |
|---|---|---|
| GOLDEN GATE BRIDGE KOBE | | NOV. 23, 1981 |

| arrived at/transhipped at | thence to |
|---|---|
| NEW ORLEANS | |

Goods and Merchandises

SODIUM CARBOXYMETHYL CELLULOSE CELLEX REGULAR
90,000 LBS.

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634
11 443

Place & Date signed in TOKYO NOV. 20, 1981

No. of Policies issued TWO

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and Peoples, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no Acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON; and so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

~~Corn~~, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

For THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

SPECIMEN FOR REFERENCE PURPOSES ONLY

Forwarding Agent
SENYO KOUN K.K.

B/L No.
J020-60707

Shipper
DKS INTERNATIONAL, INC.
3-12-1, NIHOMBASHI, CHUO-KU
TOKYO, JAPAN

Consignee
MONTELLO, INC.
C/O BEHRING INTERNATIONAL, INC.
P.O. BOX 20029
NEW ORLEANS, LA 70141, U.S.A.

Notify party
BEHRING INTERNATIONAL, INC.
P.O. BOX 20029
NEW ORLEANS, LA 70141
ATTN: MICHELLE DALRYMPLE
PHONE: 504-468-2800.

Japan Line

# INTERMODAL BILL OF LADING

COPY
NON-NEGOTIABLE
ALL TERMS, CONDITIONS AND EXCEPTIONS AS PER ORIGINAL BILL OF LADING

| Pre-carriage by | Place of receipt |
|---|---|
| | KOBE, CY |

| Ocean vessel | Voy. No. | Port of loading |
|---|---|---|
| "GOLDEN GATE BRIDGE" | 8246A | KOBE, JAPAN |

| Port of discharge | Place of delivery | Final destination for the Merchant reference |
|---|---|---|
| LONG BEACH | NEW ORLEANS C.Y. | |

Particulars furnished by shipper

| Container No. Seal No. | Marks and Numbers | Number of containers or packages | Kind of packages ; Description of goods | Gross weight | Measurement |
|---|---|---|---|---|---|
| | | | "SHIPPER'S LOAD & COUNT" | M.L.B. CARGO lbs | cft. |
| | CELLEX<br>SODIUM CARBOXYMETHYL CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>.REDUCING FILTRATION RATE.<br>.MAKING LOW SOLID MUDS.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | 3 CONTAINERS<br>(1,800 BAGS) | SODIUM CARBOXYMETHYL CELLULOSE CELLEX REGULAR | 44,940 Kgs<br>90,000 LBS. | 53.419 M3 |
| | | | "FREIGHT PREPAID" | | |

| CONTAINER NO. | SEAL NO. | P'KGS. |
|---|---|---|
| TRIU 210022 (8) | JLC 76960 | 600 BAGS |
| SSIU 252673 (9) | JLC 76958 | 600 BAGS |
| TOLU 280951 (5) | JLC 76959 | 600 BAGS |

RATES AS APPLIED COVER TO PLACE OF DELIVERY ONLY. FORWARDING THEREFROM TO DESTINATION AT RISK AND EXPENSE OF CARGO.

Total No. of containers or packages (in words) SAY: THREE (3) CONTAINERS ONLY.

| Freight and charges | Revenue tons | Rate | per | Prepaid | Collect |
|---|---|---|---|---|---|
| ITEM NO.1765-00 | 53.419 | @$75.00/M3 | | $4,006.43 | |
| C.A.F. | | 11% | | $440.71 | |
| B.A.F. | | @$10.00/M3 | | $534.19 | |
| | | | | $4,981.33 | |

| Ex. Rate | Freight prepaid at | Freight payable at | Place and date of issue |
|---|---|---|---|
| | TOKYO, JAPAN | | TOKYO, JAPAN NOV. 24 1981 |
| @¥ | Total prepaid in Yen | No. of original B(s)/L | Japan Line, Ltd. |
| | | THREE (3) | |

Laden on board the vessel
Date Signature

ICS

montello
6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

November 30, 1981

Ms. Carla Curry
Behring International, Inc.
P. O. Box 20029
New Orleans, LA 70141

Dear Carla:

As discussed in our telephone conversation this afternoon, we are enclosing the following documents:

Original B/L J020-60797
Special Custom Invoice Mon-154
Invoice Mon-154

Duty is to be paid on $113,931.34 at 9.3%. Duty should be $10,595.61. Please pay so material will be free and clear upon entry to New Orleans. Please call my office as soon as the 1800 bags arrive New Orleans. Also, notify Mr. Mike McGee of Baroid in New Orleans at 504+524-8282. Their order number H7747/VV256098 for 1800 bags (3) containers of Cellex Regular has arrived for delivery to their warehouse at Jordan Road and Hayne Blvd.

Under no circumstances surrender any other document to Baroid except the B/L number J020-60797.

Please make necessary arrangements to have the container delivered to the Baroid warehouse. The cartage company can invoice Montello directly or you may pay the cartage and we will pay you upon receipt of your invoice. Also, we will reimburse your company for the duty upon receipt of your invoice or wire transfer funds directly to your bank account; whatever you require.

Sincerely,

MONTELLO, INC.

Charles F. Petri

CFP/rmr

Enc: as stated

**INVOICE**

| DATE | NUMBER |
|---|---|
| 11/30/81 | 14680 |

**Sold To:**
M/L Baraid
P.O. Box 1675
Houston, Texas 77001

**Shipped To:**
Baraid #020100
Jordan Rd. + Hayne Blvd.
New Orleans, La.

FREIGHT PREPAID ☒ COLLECT ☐

| Your Order No. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| H 7747<br>VV 256098 | 11/12/81 | V8846A<br>Feldman Bate Bridge | | 11/24/81 | Kobe, Japan | 3866 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2248-01 | | | 2250-01 | | |
| Cellex Regular 50# | 1800-01 | 1800 | 77.50 | 139500.00 | AC-140 | 2.00 | 3600.00 | | | |
| Seals: TRIII 210022 (8) 600 Bags | | | | | | | | | | |
| SSIII 252423 (9) 600 Bags | | | | | | | | | | |
| TOLIII 280931 (5) 600 Bags | | | | | | | | | | |
| NOTE: Drayage charges will be invoiced when we receive bill from drayage Co. | | | | | | | | | | |
| Terms: Net 15 days from date of invoice received. ~~1% - 10 Days Charge - 45 Days~~ | | | | | | | | | | |
| TOTALS | | 1800 | | 139500.00 | 0850-01 | | 3600.00 | 0839-01 | | |

SALES ANALYSIS ←  SALES JURNAL ↑

**SALES JOURNAL RECAP**

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 0665-01 | 139,500.00 | |
| COMMISSIONS | 2248-01 | 3600.00 | |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2060-01 | | |
| ROYALITIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | 3600.00 |
| | | | 139,500.00 |
| TOTAL | | 143100.00 | 143100.00 |

S-2

BEHRING INTERNATIONAL INC./IMPORT DIVISION
1314 TEXAS AVENUE • P.O. BOX 53508 • HOUSTON, TEXAS 77052
PHONE (713) 224-7641

THIS REQUEST COVERS CASH OUTLAYS FOR YOUR ACCOUNT
PAYABLE UPON RECEIPT

TO: MONTELLO INC.
6106 E. 32ND PLACE
TULSA, OKLAHOMA 74135

Attn: CHARLES PETRI

PLEASE PAY FROM THIS REQUEST & REFER TO REQUEST NO.

CC

| MAIL REMITTANCE TO | DATE | CUSTOMER | REQUEST NO. |
|---|---|---|---|
| BOX 20029, NOLA 70141 | 12/3/81 | | 031-6016 |
| | ENTRY DATE | ENTRY KIND AND NUMBER | |
| | | CE 82-204791-1 | |

| CARRIER | B/L OR AWB NUMBER | ORIGIN OR LOADPORT | DESTINATION OR ENTRY PORT |
|---|---|---|---|
| GOLDEN GATE BRIDGE | J020-60797 | KOBE | NEW ORLEANS |

| YOUR REFERENCE | SHIPMENT | |
|---|---|---|
| MON-154 | 1800 BAGS CELLEX REGULAR | ETA: ~~xx~~ 12/13/81 |

| DESCRIPTION | CODE | AMOUNT |
|---|---|---|

ADVANCE REQUEST AND/OR ACKNOWLEDGMENT OF DOCUMENTS

We thank you for the documents of _____ covering the subject shipment now due as shown above. Shipment will be handled in accordance with your instructions unless otherwise noted.

ADVANCE REQUEST

This request covers each cash outlay for your account and is payable upon receipt. We must have the funds to cover before proceeding with handling.

| | | |
|---|---|---|
| Customs duty deposit | (200) | $ 10595.58 |
| Ocean freight charges | (202) | $ |
| | ( ) | $ |
| | ( ) | $ |
| TOTAL | | $ 10595.58 |

( ) We will need the following documents in order to properly handle your shipment; _____

( ) Please advise forwarding instructions immediately: _____

( ) Miscellaneous: _____

Reg A/C 2020-01

Upon reply, please refer to our Request No. as indicated above.

PLEASE PROCESS AND PAY IMMEDIATELY : Failure to do so could result in a delay of the release of your cargo and the assessment of additional terminal charges.

BEHRING INTERNATIONAL INC./IMPORT DIVISION

BY: _____

PROCESS AND PAY IMMEDIATELY — FAILURE TO DO SO COULD RESULT IN A DELAY IN RELEASE OF THE CARGO AND IN ADDITIONAL TERMINAL EXPENSES.

ORIGINAL REQUEST

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 161 | 14480 | 1 | 12,360.00 | .00 | 12,360.00 |

# 020100

Code Legend
1. Your Invoice
2. *Our Debit Memo*
3. Your Credit Memo

*** DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.**

| 11 25 81 | 233273 | 12,360.00 | .00 | 12,360.00 |
|---|---|---|---|---|
| Check Date | Check No. | | Totals | |

Detach This Memorandum Before Depositing Check.

Morgan Guaranty Trust Company

**UNITED STATES POSTAL SERVICE**

**OFFICIAL BUSINESS**

**SENDER INSTRUCTIONS**

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, and 3 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

**RETURN TO**

MONTELLO, INC.
Mr. Charles F. Petri

(Name of Sender)

6106 E. 32nd Place

(Street or P.O. Box)

Tulsa, Oklahoma 74135

(City, State, and ZIP Code)

**UNITED STATES POSTAL SERVICE**

**OFFICIAL BUSINESS**

**SENDER INSTRUCTIONS**

Print your name, address, and ZIP Code in the space below.

- Complete items 1, 2, and 3 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

**RETURN TO**

MONTELLO, INC.
Mr. Charles F. Petri

(Name of Sender)

6106 E. 32nd Place

(Street or P.O. Box)

Tulsa, Oklahoma 74135

(City, State, and ZIP Code)

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
- ☑ Show to whom and date delivered..... ___¢
- ☐ Show to whom, date and address of delivery.... ___¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered..... ___¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery.$ ___

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO: Ms. Carla Curry; Behring International, Inc.; P.O. Box 20029; New Orleans, LA 70141

3. ARTICLE DESCRIPTION:

| REGISTERED NO. | CERTIFIED NO. | INSURED NO. |
|---|---|---|
| | P13 8441389 | |

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐Addressee ☐Authorized agent

4. DATE OF DELIVERY — POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: — CLERK'S INITIALS

DEC 3 1981

☆GPO : 1979-288-848

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
- ☑ Show to whom and date delivered..... ___¢
- ☐ Show to whom, date and address of delivery.... ___¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered..... ___¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery.$ ___

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO: N/L Baroid Division, P.O. Box 1675, Houston, Texas 77001

3. ARTICLE DESCRIPTION:

| REGISTERED NO. | CERTIFIED NO. | INSURED NO. |
|---|---|---|
| | P13 8441388 | |

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐Addressee ☐Authorized agent

4. DATE OF DELIVERY — POSTMARK

DEC 2 1981

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: — CLERK'S INITIALS

☆GPO : 1979-288-848

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

**INVOICE** - CREDIT

| DATE | NUMBER |
|---|---|
| 12/28/81 | 14772CM |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>N/L Industries<br>Box 167<br>Houston, TX 77001 | #020100<br>Montello, Inc.<br>c/o Mann Warehouse<br>Houston, TX |

TERMS: NET 30 - 2% Late Charge - 45 Days

FREIGHT: PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| S35946 | 9/18/81 | Baroid Truck | | 12/18/81 | Houma, LA | 15703 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Mon Pac - Regular 50# | (227/bags) | 103.00 | ($23,381.00) |

(13 bags rejected - torn)

Return authorized by C. F. Petri/A. Johnson 11/18/81
telephone conversation with Daryl Giddings.

Credit allowed on material only -
Credit to be applied to Montello Inv. #14355

SHIPPING ORDER

# MONTELLO, INC.

6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 15703

~~P. O. DRAWER 130 • SAND SPRINGS, OKLA. 74063~~
~~24 HR. PHONE (918) 245-6661~~
~~TWX: 910-840-3007~~
24 HR. PHONE (918) 665-1170-TWX 910-845-2396

DATE: December 18, ~~81~~ 1981

CUSTOMER ORDER NO.:

TERMS: F.O.B. Houston

SALESMAN:

SHIP WHEN:

SHIP VIA: Customer Truck

SHIP TO:
Mann Warehouses
4343 Eastpark Dr.
Houston, Texas

BILL TO

PPD. OR COLL.

Received as Follows:

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 227 | Bags MON PAC Regular (13 Bags Rejected - Torn) | | |
| | | | |
| | A/C NL Baroid | | |
| | Delivery Ticket # 371319 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

# SHIPPING ORDER

**MONTELLO, INC.** 6106 EAST 32ND. PLACE
TULSA, OKLAHOMA 74135

No. 15703

P.O. DRAWER 190 • SAND SPRINGS, OKLA. 74063
TELEPHONE (918) 245-2200
TWX 910-845-2395
24 HR. PHONE (918) 665-1170-TWX 910-845-2395

DATE: December 18, ~~21~~ 1981

CUSTOMER ORDER NO.:

TERMS: F.O.B.: Houston

SALESMAN:

SHIP WHEN:

SHIP VIA: Customer Truck

SHIP TO
Mann Warehouses
4343 Eastpark Dr.
Houston, Texas

BILL TO

PPD. OR COLL.

Received as Follows:

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 227 | Bags MON PAC Regular (13 Bags Rejected - Torn) | | |
| | | | |
| | A/C NL Baroid | | |
| | Delivery Ticket # 371319 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

FORM 1450, REGENT FORMS, PENNSAUKEN, N.J. 08109

Credit

INVOICE Credit

| DATE | NUMBER |
|---|---|
| 12/28/81 | 14772 CM |

Cost (20445.89) (8747)

| Sold To: | Shipped To: |
|---|---|
| Baroid Division<br>N/L Industries<br>Box 167<br>Houston, Tx 77001 | # 020100<br>Montello<br>C/o Mesa Warehouse<br>Houston, Texas |

FREIGHT PREPAID ☐ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| S35946 | 9/8/81 | Baroid Truck | | 12/14/81 | Houma, La | |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2250-01 | | |
| Mon Pac regular 50# | 1600-01 | (227) | 103.5 | (23381.00) | RE-160 | 4.5% | (1021.50) | | | |
| (13 Bags rejected - Torn) | | | | | | | | | | |
| Return authorized by C.F. Petri 10 Johnson | | 11/6/81 | | | | | | | | |
| telephone conversation with Dwight Goldings | | | | | | | | | | |
| Credit allowed on material only - | | | | | | | | | | |
| Credit to be applied to Montello Invoice # 14355 | | | | | | | | | | |
| Terms: Net 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | (227) | | (23381.00) | 0850-01 | | (1021.50) | 0839-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 066501 | | 23381.00 |
| COMMISSIONS | 2246-01 | | 1021.50 |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2060-01 | | |
| ROYALITIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | 1021.50 | |
| | 1600-01 | 23381.00 | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | 24402.50 | 24402.50 |

Warden

CUSTOMER ORDERS  INTL: ___  MONTELLO: X  Credit

| DATE | NUMBER |
|---|---|
| | 15703 |

| SOLD TO | SHIPPED TO |
|---|---|
| Basic Division<br>N/L Industries<br>Box 167<br>Houston, TX 77001 | Montello<br>c/o Mann ~~Hill~~ Warehouse<br>Houston, Texas |

TERMS: NET 30 – 1½% LATE CHARGE – 45 DAYS  FREIGHT: PREPAID ☐ COLLECT ☐

| CUSTOMER ORDER NO. | ORDER DATE | VIA | DATE SHIPPED | SHIPPED FROM |
|---|---|---|---|---|
| 535946 | 9/16/81 | Basic Truck | 12/18/81 | Houma, La |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Mon Pac Reg 50# | Credit memo 227 | @ 103.40 | |
| (13 bags rejected - Torn) | | | |
| Return authorized by CA Peter/CA Johnson 11/18/81 | | | |
| ~~Telephone~~ ~~Visit~~ Conversation with Daryl Seidinger - | | | |
| Credit allowed on Matinop only. | | | |
| Credit to be applied to Montello Invoice no. 14355 | | | |

SALES REP: Reeves  SALES AREA: 160  COMM RATE: <4.50>

COST <20445.89>

%/O 87.4%

Allen, 11/18/81

Kurril Wilson with Baroid in Houma, La has some Mox Pac Reg he needs to return for credit. He doesn't know how many bags are involved. I asked him to try to find out so he can tell you when you call him.

(504) 868 9100

Charlie R. says 240 sx.

240 sx.
Daryl Giddings Baroid Distribution
713 + 527-1100

11/19/81 I spoke with Daryl, explained situation, he said he'd check it out + call me back tomorrow.

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

# INVOICE

| DATE | NUMBER |
|---|---|
| 9/25/81 | 14355 |

| SOLD TO | SHIPPED TO |
|---|---|
| Baroid Division<br>N/L Industries<br>Box 1675<br>Houston, TX 77001 | #020100<br><br>Houma, LA |

~~TERMS: NET 30 - 1½% LATE CHARGE - 45 DAYS~~

FREIGHT: PREPAID [X] COLLECT [ ]

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| S 35946 | 9/18/81 | C.E. Fast Freight | | 9/18/81 | Houston, TX | 15295 |

| DESCRIPTION | | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| Mon Pac - Regular | 50# | 240/bags | 103.00 | $24720.00 |
| 6 pallets @ 3.50 each | | | | 21.00 |
| After hours charge | | | | 45.00 |
| Freight/attached copy | | | | 654.72 |
| | | | | $25440.72 |

Terms: Net 30 - 2% Late Charge - 45 Days

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX-910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 12/28/81 | 14777 |

| SOLD TO | SHIPPED TO |
|---|---|
| NL Baroid<br>P. O. Box 1675<br>Houston, TX 77001 | #020100<br>Baroid<br>Jordan Road & Hayne Blvd.<br>New Orleans, LA |

TERMS: NET 30- 2% Late Charge - 45 Days

FREIGHT: PREPAID [X] COLLECT [ ]

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| # 7747<br>VV 253950 | 10/20/81 | Yamashin Maru<br>Voyage 8389 A | | 11/5/81 | Kobe, Japan | 3848 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Drayage charges per attached | | | $345.00 |
| Ref: Montello Invoice #14595 dtd. 11/9/81 | | | |

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 12/28/81 | 14777 |

| SOLD TO | SHIPPED TO |
|---|---|
| ML Baroid<br>P. O. Box 1675<br>Houston, TX 77001 | #020100<br>Baroid<br>Jordan Road & Hayne Blvd.<br>New Orleans, LA |

TERMS: NET 30- 2% Late Charge - 45 Days

FREIGHT: PREPAID [X] COLLECT [ ]

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| N 7747<br>VW 253950 | 10/20/81 | Yamashin Maru<br>Voyage 8389 A | | 11/5/81 | Kobe, Japan | 3848 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Drayage charges per attached | | | $345.00 |
| Ref: Montello Invoice #14595 dtd. 11/9/81 | | | |

# INVOICE

| DATE | NUMBER |
|---|---|
| 12/28/81 | 14777 |

**Sold To:**

N.L. Barid
P.O. Box 1675
Houston, TX. 77001

**Shipped To:**

#020100
Barid
Jordan Cove & Hyne Blvd
New Orleans, La

FREIGHT PREPAID ☒ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAN NUMBER | DATE SHIP | SHIPPED FROM | OUR JOB / PO NO. |
|---|---|---|---|---|---|---|
| H 7747 VV 253950 | 10/20/81 | Yamashin Maru Voyage 8389 A | | 11/5/81 | Kobe, Japan | 3848 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2246-01 | | | 2350-01 | | |
| Drayage Charges per attached | | | | 345.00 | | | | | | |
| Ref: Mobile Invoice 14595 dtd | 11/9/81 | | | | | | | | | |
| Terms: Net 30 - 2% Late Charge - 45 Days | | | | | | | | | | |
| TOTALS | | | | 345.00 | 0850-01 | | | 0839-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

**SALES JOURNAL RECAP**

| ACCOUNT DESCRIPTION | ACCT NO. | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 066501 | 345.00 | |
| COMMISSIONS | 2246-01 | | |
| ROYALTIES | 2256-01 | | |
| FREIGHT | 2060-01 | | |
| ROYALITIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | |
| | 2220-01 | | 345.00 |
| TOTAL | | 345.00 | 345.00 |

CUSTOMER ORDERS  INTL: ___  MONTHLY: X

| DATE | NUMBER |
|---|---|
| | |

| SOLD TO | SHIPPED TO |
|---|---|
| NL Baroid<br>PO Box 1675<br>Houston TX 77001 | Baroid<br>Jordan Road & Hwy 90 Blvd<br>New Orleans, La |

TERMS: NET 30 – 1½% LATE CHARGE – 45 DAYS  FREIGHT: PREPAID [A] COLLECT

| CUSTOMER ORDER NO. | ORDER DATE | VIA | DATE SHIPPED | SHIPPED FROM | PO |
|---|---|---|---|---|---|
| #7747<br>W253950 | 10/20/81 | Yamashin Maru<br>Voyage 8389 A | 11/5/81 | Kobe, Japan | PO 3848 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Drayage Charges Per attached | | | $ 345.00 |
| Ref: Montello Invoice 14595<br>Dated 11/9/81 | | | |

SALES REP: ___  SALES AREA: ___  COMM RATE: ___

| | A/C | | |
|---|---|---|---|
| | 0665-01 | 345.00 | |
| COST ___ | 2020-01 | | 345.00 |
| P/O ___ | | | |

INVOICE

# HORIZON INTERNATIONAL

POST OFFICE BOX 15345 NEW ORLEANS, LA. 70175
Telephone: Area Code 504 / 899-5657

DATE DEC 7 19 91

BILL TO: BEHRING INTERNATIONAL
P.O.BOX 20029
NEW ORLEANS, LA 70141

ATTENTION CARLA

7874

| SHIPPER | REFERENCE NUMBER |
|---|---|
| BAROID | 031-5860 |

| DESCRIPTION | AMOUNT |
|---|---|
| HANDLING WEIGHT | |
| U. S. CUSTOMS EXAMINATION | |
| OCEAN FREIGHT CHARGES: $ | |
| PIER CHARGES: $ | |
| WHARFAGE: $ | |
| STUFFING/STRIPPING CONTAINER | |
| DRAYAGE THREE LOADED CONTAINERS PICKED UP FROM S.P.R.R. DELIVERED TO BAROID JOURDAN & HAYNE | |
| MISCELLANEOUS: EMPTY CONTAINERS DELIVERED TO JAPAN LINE C/O HERMANS COTAINER | |
| CONTAINER No.'s NOCU 721 452 | $60 00 |
| | 55 00 |
| TOLU 266 332 | $115 0 |
| XTRU 835 253 | 115 0 |
| VV253950 | |
| TOTAL | $345 00 |

# Montello

6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 (24 HRS.)
TWX 910-845-2396

## INVOICE

| DATE | NUMBER |
|---|---|
| 12/8/81 | 14713 |

| SOLD TO | SHIPPED TO |
|---|---|
| N/L Baroid<br>P.O. Box 1675<br>Houston, TX 77001 | N/L Baroid #020100<br>Jordan Rd. & Hayne Blvd.<br>New Orleans, LA |

~~TERMS NET 30~~

FREIGHT: PREPAID [X] COLLECT [ ]

| YOUR ORDER NO. | ORDER DATE | VIA | CAR/ TRAILER NO. | DATE SHIPPED | SHIPPED FROM | OUR SO/ PO NO. |
|---|---|---|---|---|---|---|
| H7747<br>VV256099 | 11/12/81 | V9047A<br>America Maru | | 12/4/81 | Kobe, Japan | 3867 |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Pac-R 50# | 1800/Bags | @ 89.00 | $160,200.00 |

Container #: CTIU 024281(1) 600 Bags
TRIU 210887(2) 600 Bags
CTIU 147988(1) 600 Bags

NOTE: Drayage charges will be invoiced when we receive bill from Drayage Co.

TERMS: Net 15 days from date invoice received.

CUSTOMER ORDERS  INTL: ___  MONTHLY: X

| DATE | NUMBER |
|---|---|
| | No 3867 |

| SOLD TO | SHIPPED TO |
|---|---|
| N/L Baroid<br>PO Box 1675<br>Houston, TX 77001 | Baroid<br>Jourdan Rd & Hayne Blvd.<br>New Orleans, La |

TERMS: NET 30 – 1½% LATE CHARGE – 45 DAYS  FREIGHT: PREPAID [X] COLLECT

| CUSTOMER ORDER NO. | ORDER DATE | VIA | DATE SHIPPED | SHIPPED FROM |
|---|---|---|---|---|
| H-7747<br>W256099 | 11/12/81 | V 9047A<br>American Mine | 12/4/81 | Robe, Jordan |

| DESCRIPTION | UNITS | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Pac-L 50# 1920-01 | 800 | @ 89.00 | 160200.00 |

Seals: JLC 76161 (600 Bags)
JLC 76171 (600 Bags)
JLC 76191 (600 Bags)

Note: Drayage charges will be invoiced when we receive bill from Drayage Co.

SALES REP: Paul Comm  SALES AREA: 160  Paul Comm RATE: 3.00

Commission coded to 0840-01

COST 153954.00

% 96.10%

X

*TWX RM-ON
*

MONTELLO SAND

NOVEMBER 16, 1981

CAMPBELL SAN

THANK YOU FOR YOUR TLX 0205, 0206 AND 0209

DR. REID HAS SAFELY ARRIVED TOKYO AND WE HAD THE FIRST DAY MEETING.

1. PO 3866

1800-50 POUND CELLEX REGULAR WILL BE SHIPPED BY ''GOLDEN GATE BRIDGE'' KOBE 11/23-24 LONG BEACH 12/7 THEN TO NEW ORLEANS.

2. PO 3867

1800-50 POUND PAC-R WILL BE SILGHTLY DELAIED, SHIPPING EARLY DECEMBER. WILL INFORM YOU DETAILS NEXT WEEK.

WE REPORTED TO DR. REID ABOVE TO SHIPPING SCHEDULE AND HE NOTED AND REQUESTED TO SHIP THEM ASAP.

3. PO 3860/PO 3861

NEW MON PAC, 1800 BAGS IS NOW PRODUCED BUT GO THROUGH QUALITY CHECKING. IF QUALITY IS ACCEPTABLE, WILL SHIP PO 3860 BY ''STAR MINDANAO'' OSAKA 11/27-28 TO DENVER, AND WILL FOLLOW PO 3861 BY ''HOTAKA MARU'' KOBE 11/24-25 TO HOUSTON.

WILL REVERT QUALITY ASSURANCE ASAP.

4. YOUR TLX 0209

WILL PREPARE THE SAMPLES.

REGARDS
Y. NISHIMURA
DKSI TOKYO

MONTELLO SAND

2226258DKSTYO J.....
REPLY VIA WUI-DIAL 710-599-3535

CNCT:00:03:18, XMIT:000040, RECV:000981, TIME: 03:39:20, DATE: 11/16/81
* REMOTE DISCONNECTION *

PURCHASE ORDER

# MONTELLO, INC.

6106 EAST 32nd PLACE • TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 • (24 HRS) - TWX 910-845-2398

NO 3867

THIS NUMBER MUST APPEAR ON INVOICES, B/L, BUNDLES, CASES PACKING LISTS AND CORRESPONDENCE.

DKS International, Inc.
Miki Bldg.
3-12-1 Nihombashi, Chuo-Ku
Tokyo, Japan

DATE: 11/12/81
DATE WANTED: ASAP
TERMS: Special Bariod Terms
F.O.B.: Kobe, Japan
SHIP VIA: your arrangements

SHIP TO: See below

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 1800/bags | Pac - R 50# | | |
| | 90,000 lbs. | @ 1.515 | $136,350.00 |
| | | CIF New Orleans | |
| | Consign to: Montello, Inc.<br>c/o Behring International, Inc.<br>P. O. Box 20029<br>New Orleans, LA 70141 | | |
| | Notify party: Behring International, Inc.<br>P. O. Box 20029<br>New Orleans, LA 70141<br>ATTN: Carla Curry<br>Phone: 504+468-2800 | | |
| | Confirms TLX 0206 11/12/81 | | |
| | Do Not Duplicate | | |

BY _____
AUTHORIZED SIGNATURE

FORM 15504, REGENT FORMS, BELLMAWR, N.J. 08031

PURCHASE ORDER

# MONTELLO, INC.

6106 EAST 32nd PLACE • TULSA, OKLAHOMA 74135
PHONE (918) 665-1170 • (24 HRS) - TWX 910-845-2396

№ 3867

THIS NUMBER MUST APPEAR ON INVOICES, B/L, BUNDLES, CASES PACKING LISTS AND CORRESPONDENCE.

DKS International, Inc.
Miki Bldg.
3-12-1 Nihombashi, Chuo-Ku
Tokyo, Japan

DATE: 11/12/81
DATE WANTED: ASAP
TERMS: Special Bariod Terms
F.O.B.: Kobe, Japan
SHIP VIA: your arrangements

SHIP TO: See below

| QUANTITY | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 1800/bags | Pac - R 50#<br>90,000 lbs. | @ 1.515<br>CIF New Orleans | $136,350.00 |

Consign to: Montello, Inc.
c/o Behring International, Inc.
P. O. Box 20029
New Orleans, LA 70141

Notify party: Behring International, Inc.
P. O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone: 504+468-2800

Confirms TLX 0206 11/12/81

Do Not Duplicate

ACKNOWLEDGMENT
MONTELLO/DKS

→ PLEASE SIGN AND RETURN IMMEDIATELY

ACCEPTED BY (SIGNATURE) NOV 24 1981 BY

AUTHORIZED SIGNATURE

SHIPPING DATE PROMISED

FORM 15504, REGENT FORMS, BELLMAWR, N.J. 08031

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Tokyo, November 27, 1981

Messrs. Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

We wish to inform you the shipping/~~the airway~~ schedule covering : 90.0001bs. (1,800 bags.) of PAC- R (Order No. 3867)

Please note the goods are being despatched
by " AMERICA MARU " of JAPAN LINE
leaving Kobe, Japan on Dec. 3, 1981
arriving at Los Angeles (New Orleans) on or about Dec. 17, 1981

We enclosed herewith/~~will send separately~~ copies of the relative documents as follows:

Two copies of Invoice and Packin g List.

We shall be glad of your advice of the good arrival of the consignment.

With our best regards,

~~Yours~~ faithfully,
DKS INTERNATIONAL, INC.

Y. Nishimura

YN/em

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-158

Tokyo, November 27, 1981

| Contract No. | Contracted Date | Your order No. 3867 |
|---|---|---|

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipped per " AMERICA MARU " | From Kobe, Japan |
|---|---|

To
New Orleans, via Los Angeles

| Sailing on or about December 3, 1981 | Quantity 90,000 lbs. (1,800 bags.) |
|---|---|
| L/C No. | |

Issuing Bank

Commodity
Polyanionic Cellulose PAC-R

SHIPPING MARKS & NOS.

PAC - R

POLYANIONIC CELLULOSE

DRILLING MUD ADDITIVE FOR
.LOW SOLIDS MUDS.
.FRESH OR SALT WATER SYSTEMS.
.REDUCING FILTRATION RATE.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

PAC - R
LOW VISCOSITY

| Description | Quantity | Unit Price | Amount |
|---|---|---|---|
| Commodity | | per lb. | CIF New Orleans |
| Polyanionic Cellulose PAC - R | 90,000 lbs. | US$1.515 | US$136,350.00 |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : **INVOICE NO.** MON-158

**TOKYO,** November 27, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3867 |

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipped per | From |
|---|---|
| " AMERICA MARU " | Kobe, Japan |

To
New Orleans, via Los Angeles

| Sailing on or about | Quantity |
|---|---|
| December 3, 1981 | 90,000 lbs. (1,800 bags.) |
| L/C No. | |

Issuing Bank

Commodity
Polyanionic Cellulose PAC - R

SHIPPING MARKS & NOS.

PAC - R

POLYANIONIC CELLULOSE

DRILLING MUD ADDITIVE FOR
.LOW SOLIDS MUDS.
.FRESH OR SALT WATER SYSTEMS.
.REDUCING FILTRATION RATE.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

PAC - R
LOW VISCOSITY

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Polyanionic Cellulose<br>PAC - R<br><br>50 lbs. net in paper bag. X 1,800 bags. | 90,000 lbs. | | |

DKS INTERNATIONAL, INC.

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-158

Tokyo, November 27, 1981

| Contract No. | Contracted Date | Your order No. 3867 |
|---|---|---|

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipped per " AMERICA MARU " | From Kobe, Japan |
|---|---|
| To New Orleans, via Los Angeles | |
| Sailing on or about December 3, 1981 | Quantity 90,000 lbs. (1,800 bags.) |
| L/C No. | |
| Issuing Bank | |
| Commodity Polyanionic Cellulose PAC-R | |

SHIPPING MARKS & NOS.

PAC - R

POLYANIONIC CELLULOSE

DRILLING MUD ADDITIVE FOR
.LOW SOLIDS MUDS.
.FRESH OR SALT WATER SYSTEMS.
.REDUCING FILTRATION RATE.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

PAC - R
LOW VISCOSITY

| Description | | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Polyanionic Cellulose PAC - R | 90,000 lbs. | US$1.515 | US$136,350.00 |

DKS INTERNATIONAL, INC.

# PACKING LIST

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Re : **INVOICE NO.** MON-158

**TOKYO,** November 27, 1981

| Contract No. | Contracted Date | Your order No. |
|---|---|---|
| | | 3867 |

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipped per | From |
|---|---|
| " AMERICA MARU " | Kobe, Japan |

To
New Orleans, via Los Angeles

| Sailing on or about | Quantity |
|---|---|
| December 3, 1981 | 90,000 lbs. (1,800 bags.) |
| L/C No. | |

Issuing Bank

Commodity
Polyanionic Cellulose PAC - R

SHIPPING MARKS & NOS.

PAC - R

POLYANIONIC CELLULOSE

DRILLING MUD ADDITIVE FOR
.LOW SOLIDS MUDS.
.FRESH OR SALT WATER SYSTEMS.
.REDUCING FILTRATION RATE.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

PAC - R
LOW VISCOSITY

| Description | Net Weight | Gross Weight | Meas't |
|---|---|---|---|
| Polyanionic Cellulose PAC - R<br>50 lbs. net in paper bag. X 1,800 bags. | 90,000 lbs. | | |

DKS INTERNATIONAL, INC.

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Tokyo, December 7, 1981

Mr. Charles F. Petri,
Montello, inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

Enclosed is our Invoice No. MON-158 in the amount of US$136,350.00 for our shipment of 1,800 bags. of PAC - R to New Orleans.

Please note we have enclosed the first and third original of bill of lading. The second original is kept here just in case.

Please pay to our acount of Bank of Tokyo, Yaesudori Office Tokyo.

Best regards,

DKS INTERNATIONAL, INC.

Y. Nishimura
YN/em

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MON-158

Tokyo, December 4, 1981

| Contract No. | Contracted Date | Your order No. 3867 |
|---|---|---|

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipped per " AMERICA MARU " | From Kobe, Japan |
|---|---|
| To New Orleans, via Los Angeles | |
| Sailing on or about December 3, 1981 | Quantity 90,000 lbs. (1,800 bags.) |
| L/C No. | |
| Issuing Bank | |
| Commodity Polyanionic Cellulose PAC-R | |

SHIPPING MARKS & NOS.

PAC - R

POLYANIONIC CELLULOSE

DRILLING MUD ADDITIVE FOR
.LOW SOLIDS MUDS.
.FRESH OR SALT WATER SYSTEMS.
.REDUCING FILTRATION RATE.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Polyanionic Cellulose PAC - R | 90,000 lbs. | US$1.515 | US$136,350.00 |

DKS INTERNATIONAL, INC.

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

Tokyo, December 7, 1981

Messrs. Montello, Inc.

6106 East 32nd Place

Tulsa, Oklahoma 74135, U.S.A.

Dear Sirs,

We wish to inform you the shipping/~~the airway~~ schedule

covering : 90,000 lbs. (1,800 bags) of Polyanionic Cellulose PAC - R
(Order No. 3867)

Please note the goods are being despatched

by " AMERICA MARU " of JAPAN LINE

leaving Kobe, Japan on December 4, 1981

arriving at Los Angeles (New Orleans) on or about December 17, 1981

We enclosed herewith/~~will send separately~~ copies of the

relative documents as follows:

Original Bill of Lading
Invoice, Custom Invoice, Packing List, Insurance Policy
and B/L copy.

We shall be glad of your advice of the good arrival of

the consignment.

With our best regards,

Yours faithfully,
DKS INTERNATIONAL, INC.

Y. Nishimura

YN/em

# INVOICE

DKS international, inc.
Miki Bldg./3-12-1 Nihombashi/Chuo-ku/Tokyo 103/Japan
Telex: 2226258 DKSTYO Telephone: Tokyo (03) 278-1487 Cable: ICHIKOYAKU TOKYO

MCN-158

Tokyo, December 4, 1981

| Contract No. | Contracted Date | Your order No. 3867 |
|---|---|---|

Consigned to Messrs.
Montello, Inc.
6106 East 32nd Place
Tulsa, Oklahoma 74135, U.S.A.
(c/o Behring International, Inc.
P.O. Box 20029, New Orleans, LA 70141)

| Shipped per " AMERICA MARU " | From Kobe, Japan |
|---|---|
| To New Orleans, via Los Angeles | |
| Sailing on or about December 3, 1981 | Quantity 90,000 lbs. (1,800 bags.) |
| L/C No. | |
| Issuing Bank | |
| Commodity Polyanionic Cellulose PAC-R | |

SHIPPING MARKS & NOS.

PAC - R

POLYANIONIC CELLULOSE

DRILLING MUD ADDITIVE FOR
.LOW SOLIDS MUDS.
.FRESH OR SALT WATER SYSTEMS.
.REDUCING FILTRATION RATE.

NET WEIGHT 50 POUNDS 22.68 KILOS

MADE IN JAPAN

| Description | Quantity | Unit Price | Amount |
|---|---|---|---|
| Commodity | Quantity | per lb. | CIF New Orleans |
| Polyanionic Cellulose PAC - R | 90,000 lbs. | US$1.515 | US$136,350.00 |

DKS INTERNATIONAL, INC.

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

1. SELLER

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

2. DOCUMENT NR.*

3. INVOICE NR. AND DATE*
MON-158, NDecember 4, 1981

4. REFERENCES*

5. CONSIGNEE

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

6. BUYER (*if other than consignee*)

7. ORIGIN OF GOODS
Japan

8. NOTIFY PARTY*
Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone : 504-468-2800

9. TERMS OF SALE, PAYMENT, AND DISCOUNT
15 days after Invoice arrival

10. ADDITIONAL TRANSPORTATION INFORMATION*

11. CURRENCY USED
U.S. Dollars

12. EXCH. RATE (*if fixed or agreed*)

13. DATE ORDER ACCEPTED
Nov.12,'81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | | | per lb. | | CIF New Orleans |
| | 1,800 bags. | Polyanionic Cellulose PAC-R | 90,000 lbs. | 1.45 | 1.515 | US$136,350.0 |
| PAC - R<br>POLYANIONIC CELLULOSE<br><br>DRILLING MUD ADDITIVE FOR<br>.LOW SOLIDS MUDS.<br>.FRESH OR SALT WATER SYSTEMS.<br>.REDUCING FILTRATION RATE.<br><br>NET WEIGHT 50 POUNDS 22.68 KILOS<br><br>MADE IN JAPAN | | | | | | |

21. ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

27. DECLARATION OF SELLER/SHIPPER (OR AGENT)

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

| | |
|---|---|
| 22. PACKING COSTS | US$24.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$5,692.64 |
| 24. DOMESTIC FREIGHT CHARGES | US$750.00 |
| 25. INSURANCE COSTS | US$832.41 |
| 26. OTHER COST (*Specify Below*) | US$450.00 |

28. THIS SPACE FOR CONTINUING ANSWERS

Other costs: Forwarding and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form 5515(12-20-76)

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

**1. SELLER**

DKS INTERNATIONAL, INC.
3-12-1, Nihonbashi, Chuo-ku
Tokyo, Japan

**2. DOCUMENT NR.***

**3. INVOICE NR. AND DATE***

MOM-158, NDecember 4, 1981

**4. REFERENCES***

**5. CONSIGNEE**

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

**6. BUYER** *(if other than consignee)*

**7. ORIGIN OF GOODS**

Japan

**8. NOTIFY PARTY***

Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone : 504-468-2800

**9. TERMS OF SALE, PAYMENT, AND DISCOUNT**

15 days after Invoice arrival

**10. ADDITIONAL TRANSPORTATION INFORMATION***

**11. CURRENCY USED**

U.S. Dollars

**12. EXCH. RATE** *(if fixed or agreed)*

**13. DATE ORDER ACCEPTED**

Nov.12,'81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | | | per lb. | | CIF New Orleans |
| PAC - R<br>POLYANIONIC CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>.LOW SOLIDS MUDS.<br>.FRESH OR SALT WATER SISTEMS.<br>.REDUCING FILTRATION RATE.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | 1,800 bags. | Polyanionic Cellulose PAC-R | 90,000 lbs. | 1.45 | 1.515 | US$136,350.00 |

21. ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

| | |
|---|---|
| 22. PACKING COSTS | US$24.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$5,692.64 |
| 24. DOMESTIC FREIGHT CHARGES | US$750.00 |
| 25. INSURANCE COSTS | US$832.41 |
| 26. OTHER COST *(Specify Below)* | US$450.00 |

**27. DECLARATION OF SELLER/SHIPPER (OR AGENT)**

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

**28. THIS SPACE FOR CONTINUING ANSWERS**

Other costs: Forwarding and Handling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form **5515(12-20-76)**

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

**1. SELLER**

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

**2. DOCUMENT NR.***

**3. INVOICE NR. AND DATE***
MON-158, December 4, 1981

**4. REFERENCES***

**5. CONSIGNEE**

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

**6. BUYER** *(if other than consignee)*

**7. ORIGIN OF GOODS**
Japan

**8. NOTIFY PARTY***

Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone: 504+468-2800

**9. TERMS OF SALE, PAYMENT, AND DISCOUNT**

D/A 15 days after Invoice arrival.

**10. ADDITIONAL TRANSPORTATION INFORMATION***

**11. CURRENCY USED**
U.S. Dollars

**12. EXCH. RATE** *(if fixed or agreed)*

**13. DATE ORDER ACCEPTED**
Nov. 12, '81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | | | per lb. | | |
| | | | | | CIF New Orleans | |
| | 1,800 bags. | Polyanionic Cellulose PAC - R | 90,000 lbs. | | 1.515 | US$136,350.00 |
| | | | ========== | | | ========== |
| | | | | 1.45 | | |
| PAC - R<br>POLYANIONIC CELLULOSE<br><br>DRILLING MUD ADDITIVE FOR<br>.LOW SOLIDS MUDS.<br>.FRESH OR SALT WATER SYSTEMS.<br>.REDUCING ~~EXXTRATE~~ FILTRATION RATE.<br><br>NET WEIGHT 50 POUNDS 22.68 KILOS<br><br>MADE IN JAPAN | | | | | | |

DKS INTERNATIONAL, INC.

**21.** ☐ If the production of these goods involved furnishing goods or services to the seller *(e.g., assists such as dies, molds, tools, engineering work)* and the value is not included in the invoice price, check box (21) and explain below.

**22. PACKING COSTS** US$24.00

**27. DECLARATION OF SELLER/SHIPPER (OR AGENT)**

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) ~~SIGNA~~TURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

| | |
|---|---|
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$5,692.64 |
| 24. DOMESTIC FREIGHT CHARGES | US$750.00 |
| 25. INSURANCE COSTS | US$832.41 |
| 26. OTHER COST *(Specify Below)* | US$450.00 |

**28. THIS SPACE FOR CONTINUING ANSWERS**

Other costs: Forwarding and Hnadling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form **5515(12-20-76)**

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
19 U.S.C. 1481, 1482, 1484

# SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

Form Approved.
O.M.B. No. 48-RO342

**1. SELLER**

DKS INTERNATIONAL, INC.
3-12-1, Nihombashi, Chuo-ku
Tokyo, Japan

**2. DOCUMENT NR.***

**3. INVOICE NR. AND DATE***

MON-158, December 4, 1981

**4. REFERENCES***

**5. CONSIGNEE**

Montello, Inc.
c/o Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141, U.S.A.

**6. BUYER** *(if other than consignee)*

**7. ORIGIN OF GOODS**

Japan

**8. NOTIFY PARTY***

Behring International, Inc.
P.O. Box 20029
New Orleans, LA 70141
ATTN: Carla Curry
Phone: 504-468-2800

**9. TERMS OF SALE, PAYMENT, AND DISCOUNT**

D/A 15 days after Invoice arrival.

**10. ADDITIONAL TRANSPORTATION INFORMATION***

**11. CURRENCY USED**

U.S. Dollars

**12. EXCH. RATE** *(if fixed or agreed)*

**13. DATE ORDER ACCEPTED**

Nov. 12, '81

| 14. MARKS AND NUMBERS ON SHIPPING PACKAGES | 15. NUMBER OF PACKAGES | 16. FULL DESCRIPTION OF GOODS | 17. QUANTITY | UNIT PRICE 18. HOME MARKET | UNIT PRICE 19. INVOICE | 20. INVOICE TOTALS |
|---|---|---|---|---|---|---|
| | | | | per lb. | | |
| | | | | | CIF New Orleans | |
| | 1,800 bags. | Polyanionic Cellulose PAC - R | 90,000 lbs. | | 1.515 | US$136,350.00 |
| | | | | 1.45 | | |
| PAC - R<br>POLYANIONIC CELLULOSE<br><br>DRILLING MUD ADDITIVE FOR<br>•LOW SOLIDS MUDS.<br>•FRESH OR SALT WATER SYSTEMS.<br>•REDUCING ~~EXCESS~~ FILTRATION RATE.<br><br>NET WEIGHT 50 POUNDS 22.68 KILOS<br><br>MADE IN JAPAN | | | | | | |

21. ☐ If the production of these goods involved furnishing goods or services to the seller (*e.g., assists such as dies, molds, tools, engineering work*) and the value is not included in the invoice price, check box (21) and explain below.

| | |
|---|---|
| 22. PACKING COSTS | US$24.00 |
| 23. OCEAN OR INTERNATIONAL FREIGHT | US$5,692.64 |
| 24. DOMESTIC FREIGHT CHARGES | US$750.00 |
| 25. INSURANCE COSTS | US$832.41 |
| 26. OTHER COST *(Specify Below)* | US$450.00 |

**27. DECLARATION OF SELLER/SHIPPER (OR AGENT)**

I declare:

(A) ☐ If there are any rebates, drawbacks or bounties allowed upon the exportation of goods, I have checked box (A) and itemized separately below.

(B) ☐ If the goods were not sold or agreed to be sold, I have checked box (B) and have indicated in column 19 the price I would be willing to receive.

I further declare that there is no other invoice differing from this one (unless otherwise described below) and that all statements contained in this invoice and declaration are true and correct.

(C) SIGNATURE OF SELLER/SHIPPER (OR AGENT):
DKS INTERNATIONAL, INC.

**28. THIS SPACE FOR CONTINUING ANSWERS**

Other costs: Forwarding and Hnadling costs.

THIS FORM OF INVOICE REQUIRED GENERALLY IF RATE OF DUTY BASED UPON OR REGULATED BY VALUE OF GOODS AND PURCHASE PRICE OR VALUE OF SHIPMENT EXCEEDS $500. OTHERWISE USE COMMERCIAL INVOICE.

*Not necessary for U.S. Customs purposes.

Customs Form 5515(12-20-76)

Forwarding Agent
SENYO KOUN K.K.

B/L No.
J020-80832

Shipper

DKS INTERNATIONAL, INC.
3-12-1, NIHOMBASHI, CHUO-KU
TOKYO, JAPAN

Consignee

MONTELLO, INC.
C/O BEHRING INTERNATIONAL, INC.
P.O. BOX 20029
NEW ORLEANS, LA 70141, U.S.A.

Notify party
BEHRING INTERNATIONAL, INC.
P.O.BOX 20029
NEW ORLEANS, LA 70141
ATTN: CARLA CURRY
PHONE: 504-468-2800

# INTERMODAL BILL OF LADING

*Received* by Carrier for transportation by joint ocean and rail carriage to place delivery as indicated herein, the goods as mentioned herein in apparent good order and condition unless otherwise stated. The goods to be delivered at the port of discharge or place of delivery as mentioned, whichever applies.

In accepting this Bill of Lading, the shipper and consignee agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped, printed or otherwise incorporated, as fully as it signed by the shipper and consignee, any local custom or privilege to the contrary notwithstanding, and agrees that all agreements or freight engagements for and in connection with the carriage of the goods are superseded by this Bill of Lading.

In witness whereof, the undersigned, on behalf of Japan Line, Ltd., the master and the owner of the vessel, has signed the number of Bill(s) of Lading stated herein, all of this tenor and date, one of which being accomplished, the others to stand void.

(Terms of Bill of Lading continued on the back hereof)

| Pre-carriage by | | Place of receipt |
|---|---|---|
| | 9047A | KOBE CY |
| Ocean vessel | Voy. No. | Port of loading |
| "AMERICA MARU" | | KOBE JAPAN |

| Port of discharge | Place of delivery | Final destination for the Merchant reference |
|---|---|---|
| LOS ANGELES | NEW ORLEANS CY | |

Particulars furnished by shipper

| Container No. Seal No. | Marks and Numbers | Number of containers or packages | Kind of packages; Description of goods | Gross weight lbs. | Measurement cft. |
|---|---|---|---|---|---|
| | | | "SHIPPER'S LOAD & COUNT" | M.L.B. CARGO | |
| | PAC - R<br>POLYANIONIC CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>.LOW SOLIDS MUDS.<br>.FRESH OR SALT WATER SYSTEMS.<br>.REDUCING FILTRATION RATE.<br>NET WEIGHT 50 POUNDS 22.68 KILOS<br>MADE IN JAPAN | | THIRD ORIGINAL | 42,760 Kg | 61.047 M3 |
| | | | RATES AS APPLIED COVER TO PLACE OF DELIVERY ONLY. FORWARDING THEREFROM TO DESTINATION AT RISK AND EXPENSE OF CARGO. | | |
| | | 3 CONTAINERS (1,800 BAGS) | POLYANIONIC CELLULOSE PAC - R | | |
| CONTAINER NO. | SEAL NO. | P'KGS | | | |
| CTIU 024281(1) | JLC-76161 | ( 600 BAGS ) | "FREIGHT PREPAID" | | |
| TRIU 210897(2) | JLC-76171 | ( 600 BAGS ) | | | |
| CTIU 147988(1) | JLC-76191 | ( 600 BAGS ) | | | |

Total No. of containers or packages (in words): SAY : THREE(3) CONTAINERS ONLY.-

| Freight and charges | Revenue tons | Rate | per | Prepaid | Collect |
|---|---|---|---|---|---|
| ITEM NO.1765-00 | 61.047 | @$75.00/M3 | | $4,578.53 | |
| C.A.F. | | 11% | | $ 503.64 | |
| B.A.F. | | @$10.00 | M3 | $ 610.47 | |
| | | | | $5,692.64 | |

| Ex. Rate | Freight prepaid at | Freight payable at | Place and date of issue |
|---|---|---|---|
| @¥ | TOKYO JAPAN | | TOKYO JAPAN DEC - 4 1981 |
| | Total prepaid in Yen | No. of original B(s)/L | Japan Line, Ltd. |
| | | THREE (3) | |

Laden on board the vessel
Date
Signature

ICS

# JAPAN LINE, LTD.

(Continued from Obverse Side)

1. In this Bill of Lading, the word "Carrier" refers to JAPAN LINE, LTD., which performs the sea carriage of the goods, to the ship, her owner, operator, demise charterer, time charterer, and any substitute carrier, and to the Railroad which performs the inland transportation of the goods within the United States, whether any of the foregoing is acting as carrier or bailee; the word "goods" means the commodities covered by this Bill of Lading; the word "custody" means when the goods are on board the ship or rail car, or in any area prior to loading or after discharging therefrom, whether at dockside, rail terminal or facility or elsewhere and wheresoever situated, or while in transit to or from terminals, yards or receiving or dispersal areas owned or leased by Carrier, provided Carrier has accepted custody of the goods by its agents, servants or independent contractors having issued a document incorporating the terms and conditions of this Bill of Lading contract which acknowledges receipt of such goods and Carrier has not made delivery of such goods as provided herein; the word "ship" includes the vessel named herein, any substitute vessel, and any craft, lighter or other means of transportation owned, chartered or operated and employed by Carrier or any substitute carrier in the transportation of the goods; the word "master" refers to the master or person in charge of any such vessel, craft, lighter or other means of transportation; the word "shipper" includes the person named as such in this Bill of Lading, the person for whose account the goods are shipped, the holder of this Bill of Lading, and the owner of the goods; the word "consignee" includes the consignee and bona fide holder under a straight bill of lading, the holder of this Bill of Lading, the receiver and the owner of the goods; the word "charges" includes freight and all expenses and money obligations incurred with respect to the goods and payable by the goods, the shipper or consignee; the word "person" includes an individual, corporation, partnership or other entity as the case may be; the word "cargo" includes the goods; "permitted by the Interstate Commerce Commission" applies only to rail transportation within the United States and means as provided by the terms and conditions of the Uniform Domestic Straight Bill of Lading or other form of Uniform Bill of Lading adopted by the Carriers in the applicable territory or territories as prescribed or permitted by the Interstate Commerce Commission, even though such bill of lading was not, and was not intended to be, issued covering the goods; the singular includes the plural, and vice versa, as the case may be.

2. Except as otherwise provided in Clauses 25 and 26 below, this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided herein) govern throughout such time as Carrier may have custody of the goods. The shipper represents that the goods, except parcels not carried in or on containers, railroad cars, trailers and other vehicles need not be stowed under deck and expressly agrees that the goods carried in or on containers, railroad cars, trailers and other vehicles may be stowed on deck and Carrier shall not be required to specifically note, mark or stamp any statement of "on deck" carriage on the face of this Bill of Lading, any custom to the contrary notwithstanding. It is further expressly agreed, whether such goods are, or are stated to be, carried on deck, that such goods are deemed to be stowed under deck and the provisions of said Carriage of Goods by Sea Act shall govern with respect to said goods with the same force and effect as if said goods were actually carried under deck. Except as provided in Clause 26, the responsibility of each and inland carrier included within the term Carrier as defined above for or with respect to the goods shall be limited to the transportation of said goods over each such carrier's own line while the goods are in such carrier's custody, and no such carrier shall be liable for any delay, expense, non-delivery or misdelivery, or loss of or damage to the goods occurring while the goods are not in the custody of such carrier. Wherever the terms of this Bill of Lading do not apply, the containers, railroad cars, trailers and other vehicles shall be governed by the terms and conditions of the connecting carrier's bill of lading, if any, and/or Uniform Bill of Lading as prescribed by the Interstate Commerce Commission. Nothing herein contained shall be construed as relieving or limiting any other motor, rail, air or water carrier from its obligations to Carrier or the goods for loss or damage thereto, while the goods are in the possession of such other motor, rail, air or water carrier, as carrier or bailee.

3. The scope of the voyage herein contracted for shall include the usual or customary or advertised ports of call, whether named in this contract or not, also ports in or out of the advertised, geographical, usual ordinary or intended route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The ship may call at any port for the purpose of the current voyage or of a prior or subsequent voyage and may, either before or after proceeding toward the port of discharge and for the purposes of the current or of a prior or subsequent voyage, even though two or more of such voyages may overlap, or for any purpose whatsoever that Carrier or the master may deem advisable, proceed toward, call or stop at, load or discharge cargo or passengers at, for or between, any intermediate ports or places, omit calling at any port or ports whether scheduled or not, call at the same port more than once, proceed by any route and depart from the direct, advertised, geographical, customary, or intended route or order. The description of the scope of the voyage shall include any additional deviation written, typed, stamped or printed hereon by Carrier.
The ship may, either with or without passengers or the goods on board, and before or after proceeding toward the port of discharge, adjust compasses, go on drydock or ways, or to repair yards, shift berths, take fuel and remain in port, sail without pilots, whether or not pilots are customary or available, proceed under tow, tow or assist vessels, save or attempt to save life or property, whether the property be that of Carrier or others, and lie on bottom in berth, and may do any or all of such things once or more, and all the foregoing shall be deemed included, but not by way of limitation, within the contract voyage.
In case of lack of discharging facilities, or of failure to find or identify the goods at the port of discharge, or in case of the existence of any of the conditions or contingencies mentioned hereinafter, the shipper further authorizes the carriage of any part or all of the goods beyond the port of discharge and their discharge on the ship's return, or their return by any other means of transportation, whether by land, water or air, and the taking of such other measures as may be permitted by this Bill of Lading. Any overcarriage shall not violate any of the provisions of this Bill of Lading.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of Carrier or the master is likely to give rise to risk of capture, seizure, detention, damages, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it 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 or discharging at or leaving the port of discharge or the usual place of discharge in such port, 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 their failure to do so may warehouse the goods at the risk and expense of the shipper, Carrier or the master, or may discharge the goods at any port 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 means of the ship, may proceed or return, directly or indirectly, to or stop at any such port or place whether scheduled or not, and may consider sale or sailable under the circumstances, and discharge the goods at any such port or place. Any such action by Carrier or the master may retain the goods on board until the return trip or until such time as Carrier or the master may consider it advisable and discharge the goods at any place whatsoever as herein provided; or Carrier or the master may discharge the goods forward the goods by any means, whether by land, water or air, at the risk and expense of the goods. When the goods are discharged from the ship as herein provided, they shall be at their own risk and expense. Such discharge shall be deemed complete delivery under and performance of this contract and Carrier and the ship shall be freed from any further responsibility in respect thereof except to mail notice of the disposition of the goods direct to the shipper or consignee named in this Bill of Lading at such address as may be stated herein. For any service rendered to the goods as herein provided, Carrier shall be entitled to a reasonable extra compensation.

5. Carrier, the master and the ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or of any department or agency thereof or by any person acting or purporting to act with the authority of such government or of any department or agency thereof, or by any committee or person having under the terms of any war risk insurance on the ship, the right to give such orders or directions, and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and Carrier and the ship shall not be liable for any loss of or damage to or expense with respect to the goods whatsoever, arising from compliance with any such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.
In addition to all other liberties herein Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or deposit the goods in accordance with any direction, condition or agreement imposed upon or exacted from Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the shipper and the consignee thereof and shall be a lien on the goods.

6. If the goods in whole or in part are shut out from the ship named herein for any cause, or if the loading of the goods as customary is delayed or the ship is likely to be detained, the ship may proceed without loading or without completing the loading of the goods and notice to the shipper or the consignee of such sailing is hereby waived, and Carrier shall have liberty to forward the goods under the terms of this Bill of Lading on the next available ship of this Line, or at Carrier's option by any other means of transportation, whether by land, water or air.
Another vessel may be substituted for the ship, without notice, wherever and wherever Carrier deems it desirable, whether or not the substituted vessel be owned or operated by Carrier or arrives or departs or is scheduled to arrive or depart before or after the ship.

7. In making arrangements for any substituted, transshipping or forwarding vessel or other means of transportation not operated by Carrier and in all matters whatsoever connected with transshipping and forwarding the goods, Carrier shall be considered solely as the forwarding agent of the shipper and without any other responsibility whatsoever. The carriage by substituted, transshipping or forwarding carrier and all transshipment or forwarding shall be subject to all provisions of the regular form of bill of lading, freight note, contract, or other shipping document in use at the time by such carrier, whether or not issued for the goods, even though such provisions may be less favorable to the shipper and consignee than the provisions hereof and may contain more stringent requirements as to notice of claim or commencement of suit and may validly exempt such carrier from liability for negligence; and the shipper expressly authorizes Carrier to arrange with such carrier that the lowest valuation of the goods or limitations of liability contained in such bill of lading, freight note, contract or other shipping document of such carrier shall apply, even though lower than the valuation herein provided.
Even though transshipment or forwarding of the goods be not contemplated hereby, whenever and wherever Carrier deems it desirable it may, without notice, transship the goods in whole or in part by any vessel or vessels and may, without notice, forward them in whole or in part by any means of transportation, whether by land, water or air. Carrier may delay forwarding awaiting a vessel or conveyance in its own service or with which it has established connections. Pending or during transshipment or forwarding, the goods may be stored ashore or afloat, or both, and Carrier shall not be liable in any capacity or under any circumstances whatsoever for any loss or detention of, or damage to the goods occurring after their discharge from the ship.
All risk and expense incident to making the aforesaid arrangements, all such carriage by substituted, transshipping or forwarding carrier, all transshipping or forwarding (including, but not by way of limitation, any case of interruption or abandonment of the voyage at the port of loading or elsewhere), all storage of the goods as aforesaid, and all other matters referred to in this Clause, shall be at the risk and expense of the goods.

8. The description of the goods and the particulars concerning the packages and customary freight units or shipping units stated on the face hereof are those of the shipper; and Carrier has no knowledge with respect thereto and does not, by the issuance hereof, agree that such description is correct or admit the good order and condition of the goods or of the contents of any package or customary freight unit, except as may be otherwise provided by applicable statute. The shipper shall be liable for, and shall indemnify and hold harmless Carrier and the ship against all loss, damage and expense arising or resulting from the shipper's failure to furnish to Carrier the correct weight of any package or customary freight unit, or to mark the correct weight thereon.

9. The shipper, the consignee and the goods, jointly and severally, shall be liable for, and shall indemnify and hold harmless Carrier and the ship against any and all claims, expenses, fines, fees, dues, duty, tax, imposi, loss and damage, legal fees, expenses or disbursements howsoever caused, sustained or incurred by, or levied upon Carrier or the ship in connection with the goods or by reason of having the goods on board, for any reason whatsoever including, but not by way of limitation, detention by, or any action or requirement of, any government, or governmental authority, or of any person purporting to act under the authority thereof; inadequacy or insufficient marking, numbering, or addressing of packages or description of the contents; failure of the shipper or the consignee to procure consular, Board of Health and any other required certificates to accompany the goods, or to supply any information required by law, or to comply with laws or regulations of any kind applicable with respect to the goods by the authorities at any port or places; any act or omission of the shipper or consignee; any claim by, or interest in, the goods or their possession, any legal proceeding, process, judgment, seizure or attempted judgment or seizure, or other proceedings whatsoever, other than for breach of this contract of carriage, in which the goods are seized or attached or sought to be seized or attached, or proceeded against, and any proceeding by way of interpleader or otherwise, which Carrier or the master may bring to determine the title to or right of possession in and to the goods.

10. If green fruits, vegetables, meats or any other kind of goods of a perishable nature are shipped hereunder, unless the shipper specifies that such goods are of a perishable nature and requests in writing at the time of delivery of such goods to Carrier that they be carried under ventilation or any other special care or treatment, at the rate of freight applicable thereto, and Carrier agrees by special notation hereon so to carry such goods, the shipper represents that the goods do not need, and it is agreed that Carrier will not be required to give them, any care or treatment not regularly given by Carrier to non-perishable goods and that the goods may be carried as ordinary cargo.
By reason of special characteristics of the ship required in this service, the ship is not equipped with refrigerated or specially cooled, heated, or ventilated compartments, and Carrier does not hold itself out as equipped to provide, nor does it undertake to provide refrigeration, ventilation, or heating for perishable goods or goods subject to damage by heat or cold except when such goods are shipped in containers, railway cars, highway trailers, or other vehicles which have been provided by or approved by Carrier and subject to all the terms and conditions of Carrier's applicable tariffs.
Carrier may discharge any such goods without notice as soon as the vessel is ready, notwithstanding danger to such goods from freezing or other weather conditions, and it shall be the duty of the consignee or other person taking delivery of such goods, to provide means for protection of such goods so discharged. If delivery thereof is not taken as soon as available after landing, the same may be left on wharf or other convenient place or may be held on board and/or placed in warehouse at risk of the shipper and the consignee.
If at any stage of the transportation the goods shall be, or if in the opinion of the master or Carrier's representative any such goods shall be, decayed, injurious or offensive, or condemned or ordered destroyed by the health or other authorities, the same may be thrown overboard or destroyed without notice, before or after arrival at port of discharge and Carrier shall not be responsible therefore.

11. The ship is not equipped for the carriage of live animals, birds and fish and Carrier does not hold itself out as prepared to

12. Carrier may discharge the goods at port of discharge or at any other place as provided below, continuously, Sundays and holidays included, at all such hours by day and by night as Carrier may determine, without giving notice either of arrival or discharge, no matter what the state of the weather or custom of the port may be. If by reason of any cause not due to, nor contributed to by, fault of Carrier the ship is prevented from arriving at the regular shore installations of Carrier or is unable to use said regular shore installations, equipment and facilities of Carrier in the discharge of the goods from the ship, the consignee shall accept delivery on or to lighters or other craft or at any other place where Carrier may decide to discharge the goods.
Carrier shall not be liable in any respect because heat, refrigeration or special cooling facilities are not furnished during loading, discharge, or any part of the time that the goods are upon dock, wharf, craft or other loading or discharging place, and Carrier does not undertake to furnish such facilities. Unless the ship discharges directly to dock, wharf or shore, the consignee shall accept delivery on or to lighters or other craft. In arranging for any necessary lighters or other transportation between ship and shore, Carrier shall do so as the agent of the shipper and the consignee and at the risk and expense of the shipper, consignee and of the goods; and Carrier may demand that the consignee furnish lighters and other craft, depot, wharf or other facilities to enable the ship to discharge as soon as it is ready and as fast as the master may direct, and the shipper, consignee and the goods shall be liable for all loss and expense resulting from any detention of the ship caused by consignee's failure to comply with such demand; and all charges, dues and expenses for lighterage, use of craft, landing, sorting, watching, handling, porterage, delivery, pier, shed and other facilities and services of whatsoever nature, connected with the discharge, delivery or other disposition of the goods, shall be at the expense of the shipper, consignee and of the goods.

13. All responsibility of Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered to the consignee and at the risk and expense of the consignee when delivered to pier, dock, vessel, lighters or other craft whether of any connecting carrier or otherwise, or on public dock, or in public warehouse, or put into possession of customs or other authorities, the customs or other authorities or persons taking possession of the goods being deemed to have taken delivery thereof as agent of the shipper, consignee, and of the goods. In any other case where the goods remain in Carrier's custody after discharge from the ship, and possession thereof is not taken by the consignee before the expiration of free time allowed in Carrier's applicable tariffs they shall be considered to have been delivered to the consignee and may, at Carrier's option, and subject to Carrier's lien as provided hereinafter, be sent to store or warehouse or be permitted to lie where landed, always at the risk and expense of the shipper, consignee and of the goods. Carrier shall not be required to give any notification in writing or otherwise of arrival, discharge or disposition of the goods, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation concerning notification which may be made on the face hereof.

14. Carrier shall not be liable for failure to deliver in accordance with leading marks unless such marks shall appear on the face hereof and shall have been clearly and durable stamped or marked by the shipper, before loading, upon the goods or packages, as the case may be, in letters and numbers (if any) not less than two inches high, together with the name of port of discharge, and unless such letters, numbers and name shall be decipherable at port of discharge. Goods that are not so identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery 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 good delivery to the extent thereof by the shipper, consignee and the goods shall be liable for all expense of mending, cooperage, baling and reconditioning thereof, and gathering of loose goods. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing any lost goods and replacing or repairing any damaged goods.

15. The freight is adjusted in consideration of all the terms and provisions of this contract, whether written, printed, pasted or stamped. Freight shall be payable, at Carrier's option, on gross intake weight or measurement, or gross discharge weight or measurement, or ad valorem basis, or package or customary freight unit basis. Freight may be calculated on the basis of the description of the goods, furnished by the shipper, but Carrier may at any time, weigh, measure and value the goods and open packages or customary freight units to verify the description. In case the shipper's description is found to be erroneous and additional freight is payable, the goods shall be liable for any additional freight and expense incurred in examining, weighing, measuring and valuing the goods.
Full freight and all advance charges against the goods shall be completely earned, and shall be due and payable to sea carrier on receipt of the goods by Carrier whether the freight be stated as or intended to be prepaid, or to be collectible at destination; and Carrier shall then be entitled absolutely to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatsoever, the ship or the goods, or both, lost or not lost. Full freight shall be paid whether the goods be damaged or lost, or packages or customary freight units be empty or partly empty. All freight and charges shall be paid in full and without any offset, counterclaim or deduction, in United States currency, or (as to shipments from ports outside of the United States) at Carrier's option in its equivalent in local currency at bank demand rates of exchange on New York as of the date of payment of freight shall be due hereunder. Any error in freight or in charges or in the classification herein of the goods is subject to correction, and if on correction, the freight or charges are higher, Carrier may collect the additional amount.

16. Except where another value is permitted by the Interstate Commerce Commission (in which case such other value shall apply), if the value of the goods is $500 or less per package, or in case of goods not shipped in packages is $500 or less per customary freight unit, or is $2,500 or less per carload of goods loaded in bulk in the railway car without being packed in containers of any kind (hereinafter referred to as "bulk car shipment"), unless a higher valuation has been agreed on the conditions provided below, the agreed valuation of such goods is the market value at destination. If the value of the goods is more than $500 per package, or in case of goods not shipped in packages is more than $500 per customary freight unit, or is more than $2,500 per bulk car shipment, unless a higher valuation has been agreed on the conditions provided below, the agreed valuation of such goods is $500 per package or customary freight unit, or $2,500 per bulk car shipment as the case may be. If the nature of the goods and a value higher than the applicable valuation above has been declared in writing by the shipper on delivery of such goods to Carrier and noted on the face hereof by Carrier, and the extra freight charge incident thereto has been paid, if required, or agreed to be paid, such declared value of the goods is the agreed valuation. In the case of loss of, or damage to or in connection with the goods, the amount of damages for which Carrier may be liable, if any, shall be measured and determined on the basis of the agreed valuation, and pro rata in case of partial loss or damage. In no event shall Carrier be liable for more than the loss or damage actually sustained, nor shall it be liable for any direct or indirect loss or damage caused by delay, nor for any consequential or special damages.

17. Without waiver or limitation of any exemption from or limitation of liability afforded by law or by this Bill of Lading, neither Carrier nor any corporation owned by, subsidiary to, or associated or affiliated with Carrier shall be liable for any loss or damage wheresoever and whensoever occurring by reason of any fire whatsoever, including that occurring before loading or after discharge from the ship, unless such fire shall have been caused by the design or neglect of or by the actual fault of Carrier or of such corporation, respectively, in any situation where such exemption from liability may not be permitted by law neither Carrier nor such corporation shall be liable for any such loss or damage by fire unless caused by negligence, including that imputed by law, for which Carrier or such corporation is liable, respectively.

18. Nothing in this Bill of Lading shall operate to limit or deprive Carrier of any statutory protection or exemption from, or limitation of, liability contained in the laws of the United States or in the laws of any other country which may be applicable.

19. If the ship 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 Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify Carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of a third party in respect of, such goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects are at fault in respect of a collision or contact.

20. General Average shall be adjusted, stated and settled at Tokyo or any other port or place at Carrier's option according to the York-Antwerp Rules, 1974, and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment, and in the currency selected by Carrier. The general average adjustment shall be prepared and stated by average adjusters selected by Carrier. The adjusters shall attend to the settlement and collection of the average subject to customary charges. In such adjustment disbursements in foreign currency shall be exchanged into United States dollars at the rate prevailing on the dates made, and allowances for damage to goods claimed in foreign currency shall be exchanged at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged goods. Average agreement or bond, and such deposit as Carrier may require as additional security for the estimated contribution to be made by the goods, and for any salvage and special charges thereon shall be furnished by the shipper or the consignee to Carrier before delivery of the goods. Such deposit shall, at the option of Carrier, be payable in United States currency and be remitted to the adjuster pending settlement of the general average, and refunds of credit balances, if any, shall be paid in United States currency. In addition to the circumstances dealt with in the York-Antwerp Rules 1950, it is agreed that if Carrier has used due diligence in the stowage of cargo and if the safe prosecution of the voyage is thereafter imperilled in consequence of the disturbance of stowage, the costs of handing, discharge, reloading and restowing cargo shall be allowed in General Average, even though the handling of cargo is not necessary for the purpose of effecting repairs to the vessel.
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 Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with 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 Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships were owned or operated by strangers.

21. As to loss of or damage to the goods occurring or presumed to have occurred during sea carriage, unless notice of loss or damage and the general nature of such loss or damage be given in writing to Carrier or its agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof hereunder, such removal shall be prima facie evidence of the delivery of the goods as described herein. If the loss or damage is not apparent, the notice must be given within three days of the delivery.

22. As to loss of or damage to the goods occurring or presumed to have occurred during sea carriage, Carrier and the ship shall be discharged from all liability in respect of loss, damage and every claim whatsoever with respect to the goods, unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered, even though the claim is based on gross negligence, unseaworthiness, conversion, deviation or any act of Carrier or any of its agents which may have the effect of deviation or on any other grounds.

23. The shipper, the consignee and the goods shall be jointly and severally liable to Carrier for the payment of the total amount due hereunder and for the performance of the obligation of each of them hereunder, and the risk, liability and expense of the goods herein provided for shall be the risk, liability and expense of the shipper and the consignee, jointly and severally. Whenever any sum shall become due to Carrier hereunder for freight, charges or in any other respect whatsoever, or whenever the shipper or the consignee shall be obliged hereunder to indemnify or hold harmless Carrier or the ship against any loss, damage or expense, or to furnish bond or other security for any charges on the goods hereunder, Carrier shall have a lien on the goods therefor, which shall survive delivery, and may enforce said lien by public or private sale and without notice. The proceeds of any such sale shall be applied toward the settlement of the amount due Carrier hereunder and Carrier shall not be under any liability in consequence thereof except to account for the balance, if any, of such proceeds.

24. Any other agreements or freight engagements for the shipment of the goods herein described are superseded by this Bill of Lading.
The provisions of this Bill of Lading shall be separable and if any part or provision hereof is invalid or unenforceable such circumstance shall not affect the validity or enforceability of any other part or provision hereof.
This Bill of Lading shall be construed, and the rights of the parties hereto, including consignee, assigns or any holder of this Bill of Lading taking delivery of the goods, or any other person in any way concerned herewith, shall be determined, according to the law of the United States.
If required by Carrier, this Bill of Lading, duly endorsed, must be surrendered to the agent of Carrier at the port of discharge in exchange for delivery order.
The goods carried hereunder are subject to all the terms and provisions of the tariff or tariffs on file with the Federal Maritime Commission, Interstate Commerce Commission or any other regulatory body which governs a particular portion of this carriage, and the terms of said tariff or tariffs are hereby incorporated herein as part of the terms and conditions of this Bill of Lading.

25. It is contemplated that the goods will be carried in through transportation that will include inland transportation within the United States by the Railroads and sea carriage by one or more of the other Carriers above defined. At all times when the goods are in the custody of the Railroad it shall be entitled to all the rights, privileges, liens, limitations of and exonerations from liability, optional or discretionary rights, or rights of indemnity granted to Carrier and/or the "shipowner" hereunder, in the full extent permitted to rail carriers under the rules and regulations of the Interstate Commerce Commission and any other laws of the United States relating to rail carriers provided, however, that nothing contained in this Bill of Lading shall be deemed a surrender by any Railroad of any of its rights and immunities or an increase of any of its limitations of and exonerations from liability under said rules, regulations and laws or permitted by the Interstate Commerce Commission.

26. Subject to all rights, privileges and limitations of and exonerations from liability granted to Carrier under this Bill of Lading to the full extent permitted by applicable law, any liability for loss or damage to the goods shall be governed:
   1. When it is established in whose custody the goods were when the loss or damage to the goods occurred:
      a. During sea carriage or during carriage by inland waterways (which shall be deemed to be sea carriage), by the Carriage of Goods by Sea Act of the United States as provided in Clause 2 above;
      b. During rail transportation within the United States, as permitted by the Interstate Commerce Commission and shipper on delivery of such goods to Carrier and noted on the face hereof by Carrier, and the extra freight charge incident according to the joint tariffs on file with the Federal Maritime Commission and the Interstate Commerce Commission, the sea carrier guarantees the performance of the other carriers under the joint tariffs. As to services incident to through transportation to be performed by carriers not subject to the joint tariffs or to be performed outside the United States of America, Carrier undertakes to procure as the shipper's agent such services as necessary. All such services shall be subject to the usual contracts of persons providing the services. Sea carrier guarantees the fulfillment of the obligations of such persons under the pertinent contracts.
   2. When it cannot be established in whose custody the goods were when the loss or damage occurred, it shall be conclusively presumed to have occurred during sea carriage and any liability therefor shall be governed as provided in

DRS INTERNATIONAL, INC.

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

ORIGINAL

日本技研
0200
印紙税
BA200

Assured(s), etc.
OKS INTERNATIONAL, INC.

Invoice No. MON-150

POLICY
No. 817827292

Amount insured U.S.$149,985.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| AMERICA MARU | KOBE | DEC. 3, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS<br>VIA LOS ANGELES | | |

Goods and Merchandises

POLYANIONIC CELLULOSE PAC-R
90,000 LBS. (1,800 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in
TOKYO DEC. 1, 1981

No. of Policies issued
TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

∵ Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

For THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

1/1/82

# INSTITUTE CARGO CLAUSES

1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery — Transit Clause (incorporating Warehouse to Warehouse Clause)

1.1 to the Consignees' or other final warehouse or place of storage at the destination named in the policy

1.2 to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

1.2.1 for storage other than in the ordinary course of transit

or

1.2.2 for allocation or distribution

or 1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur

If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force subject to termination as provided for above and to the provisions of Clause 2 below during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.

2 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above then, subject to prompt notice being given to Underwriters and to an additional premium if required this insurance shall remain in force until either — Termination of Adventure Clause

2.1 the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or 2.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above

3 Including transit by craft, raft or lighter to or from the vessel. Each craft, raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability. — Craft, &c Clause

4 Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage — Change of Voyage Clause

5 See below

6 No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival. — Constructive Total Loss Clause

7 General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment — G. A. Clause

8 The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted. — Seaworthiness Admitted Clause

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants committed without the privity of the Assured.

9 It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. — Bailee Clause

10 This insurance shall not inure to the benefit of the carriers or other bailee — Not to Inure Clause

11 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder — Both to Blame Collision Clause

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

~~11.1 Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat, piracy, ~~and the consequences of hostilities or warlike operations, whether before or after declaration of war~~~~

attempt thereat, other than from the consequences of hostilities or warlike operations, whether there be a declaration of war or not, but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power. — F. C. & S. Clause

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.

~~Should Clause No. 11 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.~~

~~11.2 This insurance covers loss of or damage to the subject-matter insured caused by~~ — S. R. & C. C. Clause

~~(a) piracy~~

~~(b) malicious damage~~

~~(c) the act of any person lawfully addressing himself to save or prevent capture and seizure.~~

~~Should Clause No. 12 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.~~

DELETED

12 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

Applying to interest declared All Risks on the front of this Policy

13 This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured. Claims recoverable hereunder shall be payable irrespective of percentage. — All Risks Clause

Applying to interest declared W. A. on the front of this Policy

13 Warranted free from average under the percentage specified in the policy unless general or the vessel or craft be stranded, sunk or burnt but notwithstanding that warranty the Underwriters are to pay the insured value of any package which may be totally lost on loading, transhipment or discharge also if the sea loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (not included) other than water, or to discharge of cargo at a port of distress, also to pay special charges for landing, warehousing and forwarding if incurred at an intermediate port of call or refuge. For which Underwriters would be liable under the standard forms of English Marine Policy with the Institute Cargo Clauses (W.A.) attached. — Average Clause

This Clause shall operate during the whole period covered by the policy

Applying to interest declared F. P. A. on the front of this Policy

13 Warranted free from Particular Average unless the vessel or craft be stranded sunk or burnt but notwithstanding this warranty the Underwriters are to pay the insured value of any package or packages which may be totally lost on loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (not included) other than water, or to discharge of cargo at a port of distress, also to pay special charges for landing, warehousing and forwarding if incurred at an intermediate port of call or refuge for which Underwriters would be liable under the standard forms of English Marine Policy with the Institute Cargo Clauses (F.P.A.) attached. — F. P. A. Clause

This Clause shall operate during the whole period covered by the policy

DKS INTERNATIONAL INC.

Y. Nishimura

NOTE — It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

1/1/82

## INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part of plants or an insured machine caused by a peril covered by this policy, claims hereunder shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding any import duties not already included in the amount insured, in which case only, if any, sustained by payment of additional duty shall be recoverable hereunder.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the machine concerned.

## LABEL CLAUSE

In case of damage from perils insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and refastening the goods, provided the damage will have amounted to a claim under the terms of the policy.

The following Institute Theft, Pilferage and Non-Delivery Clause shall be applied, when these risks are expressly covered by this Policy.

1/6/78

## INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY (INSURED VALUE) CLAUSE

(A) It is hereby agreed that this Policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss to attach hereby unless notice of survey has been given to Underwriters' Agents within 10 days of the expiry of risk under the Policy.

(B) It is hereby agreed that this Policy covers the risk of Non-Delivery of an entire package but it is the liability of the Shipowners or other Carriers as insured, reduced or reduced by the value of contract of carriage by reason of the value of the goods.

Underwriters to be entitled to any amount recovered from the Carriers or others in respect of such losses (less cost of recovery, if any) up to the amount paid by them in respect of the loss.

The following Duty Clause shall be applied, when duty is insured by this Policy.

1/3/69

## DUTY CLAUSE

To pay partial loss sustained on duty imposed on the goods insured hereunder, by reason of the perils insured against, but subject to the policy terms of average, also to pay total loss of the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder irrespective to the relevant regulations when they arise at the final port of discharge stated herein in sound condition, this Company's liability shall not exceed the amount of actual loss of duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter.

The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment, and in case of any reduction in duty, the amount so reduced shall be deducted in settling any loss for which this Company may be liable.

1/6/78

## INSTITUTE DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specified also stated in the policy

and

(2) the proof of loss is accompanied either by a licence, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a licence, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government.

and

(3) the route by which the drugs were conveyed was usual and customary.

## IMPORTANT

## PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

## LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

**It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:**

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.
   If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

**NOTE: – The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.**

## INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

## DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:

1. Original policy of insurance.
2. Original or certified copy of shipping invoices, together with shipping specification and/or weight notes.
3. Original or certified copy of Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at port of discharge and final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

## IMPORTANT

No claim for loss caused by theft &/or pilferage shall be paid hereunder unless notice of survey has been given to this Company's Agents specified in

1/1/82

# INSTITUTE WAR CLAUSES

**(including on-carriage by Air)**

1. This insurance covers
   1.1 the risks excluded from the Standard Form of English Marine Policies by the clause "Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not, but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power. Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.
   1.2 loss of or damage to the interest insured caused by
   1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom
   1.2.2 mines, torpedoes, bombs or other engines of war
   1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

2. This insurance excludes
   2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detainments of kings, Princes or Peoples, Governments or persons attempting to attain power
   2.2 loss, damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
   2.3 loss or damage covered by the Standard Form of English Marine Policy with the Free of Capture etc. Clause (as quoted in 1.1.) above if incurred thereby
   2.4 loss or damage proximately caused by delay, inherent vice or loss of market, or any claim for expenses arising from delay except such expenses as would be recoverable as principle in English law and practice under York-Antwerp Rules

3. Claims recoverable shall be payable irrespective of percentage.

4. This insurance, except for the risk of mines and derelict torpedoes, floating or submerged, referred to in Clause 5 below,
   4.1 attaches only as the interest insured and as to any part as that part is loaded on an overseas vessel and
   4.2 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is discharged from an overseas vessel at the final port or place of discharge,
   or
   on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,
   whichever shall first occur,
   nevertheless (a) *subject to prompt notice to the Underwriters and to an additional premium,* such insurance
   4.3 reattaches when, without having discharged the interest at the final port or place of discharge, the vessel sails thereform, and
   4.4 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is thereafter discharged from the vessel at the final or subsequent port or place of discharge,
   or
   on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge or upon arrival of the vessel at a subsequent port or place of discharge,
   whichever shall first occur.
   4.5 If during the insured voyage the overseas vessel are vey at an intermediate port or place to discharge the interest for on carriage by another overseas vessel or by an aircraft, such insurance terminates on expiry of 15 days counting from midnight of the days of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on carrying overseas vessel or the aircraft. During the period of 15 days such insurance remains in force after discharge only whilst the interest and as to any part as that part is at such intermediate port or place of discharge. If the insurance reattaches
   4.5.1 through on-carriage by another overseas vessel, it thereafter terminates in accordance with 4.2. or
   4.5.2 through on-carriage by an aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.
   4.6 If the voyage by sea in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2 as the interest as subsequently reshipped to the original or any other destination, then, *provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium,* such insurance reattaches
   4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying overseas vessel or an aircraft for the voyage;
   4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge,
   thereafter such insurance terminates in accordance with 4.4 or 4.5.2.
   For the purpose of Clause 4
   "arrived" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority's area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at the destination or at the intended port or place of discharge.

5. The insurance against the risk of mines and derelict torpedoes, floating or submerged,
   5.1 attaches as the interest and as to any part as that part is first loaded into vessel or craft after such interest leaves the warehouse or place of storage at the place named in the insurance for the commencement of the transit, and
   5.2 terminates either
   5.2.1 as the interest and as to any part as that part is discharged briatly from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination at the option of a change of voyage agreed to by the Underwriters,
   or,
   5.2.2 when, before the interest is discharged briatly from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination at the option of a change of voyage agreed to by the Underwriters, the voyage or transit in the contract of carriage is terminated at a port or place other than the destination agreed thereto, nevertheless *subject to prompt notice to the Underwriters and to an additional premium if required,* such insurance reattaches, and thereafter terminates either
   5.2.2.1 as the interest and as to any part as that part is discharged briatly from vessel or craft prior to sale and delivery at such port or place
   or,
   5.2.2.2 unless otherwise specially agreed by the Underwriters, on the expiry of 60 days whilst afloat after completion of discharge overside of the interest from an overseas vessel at such port or place,
   whichever shall first occur.
   If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, *subject to prompt notice to the Underwriters and to an additional premium,* such insurance remains in force until terminated as the interest and as to any part as that part is discharged briatly from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters.

   (For the purpose of Clause 4 and Clause 5
   "overseas vessel" shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel.)

6. Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2, 4 or 5 shall, to the extent of such inconsistency, be null and void.

7. *Subject to prompt notice to the Underwriters and to an additional premium,* the interest is held covered within the provisions of these clauses in the case of
   7.1 change of or deviation from the voyage
   7.2 variation of the adventure by reason of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment.

8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

1/1/82

## INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES

1 This insurance covers loss of or damage to the property hereby insured caused by
   1.1 strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions
   1.2 persons acting maliciously
2 Warranted free of
   2.1 loss or damage proximately caused by
   2.1.1 delay, inherent vice or nature of the property hereby insured, or
   2.1.2 the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion,
   2.1.3 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules, 1974,
   2.1.4 loss or damage caused by hostilities or warlike operations, civil war, or by revolution, rebellion, insurrection or civil strife arising therefrom
3 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery
   3.1 to the Consignees' or other final warehouse or place of storage at the destination named in the policy,
   3.2 to any other warehouse or place of storage, whether prior to or at the destination named in the policy which the Assured elect to use either
   3.2.1 for storage other than in the ordinary course of transit
   or
   3.2.2 for allocation or distribution,
   or 3.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,
   whichever shall first occur
   If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
   This insurance shall remain in force subject to termination as provided for above, and to the provisions of Clause 4 below during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.
4 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above then, subject to prompt notice being given to Underwriters and to an additional premium if required this insurance shall remain in force until either
   4.1 the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place whichever shall first occur,
   or 4.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.
5 General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment
6 Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average
7 Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage
8 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

NOTE. – It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

## CO-INSURANCE CLAUSE (so far as applicable)

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

DUPLICATE

Assured(s), etc.

OKS INTERNATIONAL, INC.

Invoice No. MON-158

POLICY No. 817827292

Amount insured U.S.$149,985.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| AMERICA MARU | KOBE | DEC. 3, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS<br>VIA LOS ANGELES | | |

Goods and Merchandises

POLYANIONIC CELLULOSE PAC-R
90,000 LBS. (1,800 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7636

Place & Date signed in TOKYO DEC. 1, 1981

No. of Policies issued TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of as arranged per cent.

∵ Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above.*

For THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

1/1/63

# INSTITUTE CARGO CLAUSES

1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery — Transit Clause (to corporating Warehouse to Warehouse Clause)

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(a) for storage other than in the ordinary course of transit or

(b) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.

2 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either — Termination of Adventure Clause.

(1) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur,

or (2) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

3 Including transit by craft, raft or lighter to or from the vessel. Each craft, raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability. — Craft, &c Clause

4 Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage. — Change of Voyage Clause

5 **See below**

6 No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival. — Constructive Total Loss Clause

7 General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment — G A Clause

8 The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted. — Seaworthiness Admitted Clause

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

9 It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. — Bailee Clause

10 This insurance shall not inure to the benefit of the carriers or other bailee — Not to Inure Clause

11 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. — "Both to Blame Collision" Clause

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

~~This insurance does not cover loss damage or expense proximately caused by arrest restraint or detainment (all the consequences thereof or any attempt thereat) arising from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless these perils are specifically excluded hereunder or elsewhere in this insurance.~~ — I C & S Clause

~~This insurance covers the risks of mines and derelict torpedoes, floating or submerged, referred to in Clause 5 below, but excludes all other risks of loss damage or expense whatsoever arising directly or indirectly from or occasioned by or through or in consequence of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.~~

**Should Clause No. 12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.**

~~This insurance covers loss or damage~~ — F S R A C C Clause

~~(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,~~

~~(b) resulting from strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,~~

**Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.**

14 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. — Reasonable Despatch Clause

*Applying to interest declared All Risks on the front of this Policy.*

5 This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured. Claims recoverable hereunder shall be payable irrespective of percentage. — All Risks Clause

*Applying to interest declared W A on the front of this Policy.*

5 Warranted free from average under the percentage specified on the policy, unless general or the vessel or craft be stranded, sunk or burnt, but notwithstanding that warranty the Underwriters are to pay the insured value of any package or packages which may be totally lost on loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or consequence with any external substance (ice included) other than water, or to discharge of cargo at a port of distress. — Average Clause

This Clause shall operate during the whole period covered by the policy.

*Applying to interest declared F P A on the front of this Policy.*

5 Warranted free from Particular Average unless the vessel or craft be stranded, sunk, or burnt, but notwithstanding that warranty the Underwriters are to pay the insured value of any package or packages which may be totally lost on loading, transhipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or consequence with any external substance (ice included) other than water, or to discharge of cargo at a port of distress. Also to pay specific charges for landing, housing and forwarding if incurred at an intermediate port of call or refuge, for which Underwriters would be liable under the standard form of English Marine Policy with the Institute Cargo Clauses (W.A.) attached. — F P A Clause

This Clause shall operate during the whole period covered by the policy.

**NOTE.—It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.**

1/1/34

## INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine covered by a policy which also covers erection and commissioning risks the Assured shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and erection of same but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty may also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

## LABEL CLAUSE

In case of damage from peril insured against affecting labels only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and relabelling the insured property, provided the damage will not prejudice the claim under the terms of the policy.

The following Institute Theft, Pilferage and Non Delivery Clause shall be applied, when these risks are expressly covered by this Policy.

1/6/78

## INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY (INSURED VALUE) CLAUSE

(A) It is hereby agreed that this Policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Underwriters' Agents within 10 days of the expiry of risk under the Policy.

(B) It is hereby agreed that this Policy covers the risk of Non-Delivery of an entire package for which the liability of the Shipowners or other Carriers is limited, reduced or negatived by the Contract of Carriage by reason of the value of the goods.

Underwriters to be entitled to any amount recovered from the Carriers or others in respect of such losses (less cost of recovery if any) up to the amount paid by them in respect of the loss.

**The following Duty Clause shall be applied, when duty is insured by this Policy.**

1/5/69

## DUTY CLAUSE

To pay partial loss sustained on duty insured on the goods insured hereunder, by reason of the perils insured against, but subject to the policy terms of average, also to pay total loss if the goods are totally lost in accordance with the policy terms after the duty is paid.

In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liabilities shall not exceed the amount of actual loss of duty.

In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this Company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter.

The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payments, and in case of any reduction in duty the amount so reduced shall be deducted in settling any loss for which this Company may be liable.

1/5/57

## INSTITUTE DANGEROUS DRUGS CLAUSE

It is understood and agreed that no claim under this policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless

(1) the drugs shall be expressly declared as such in the policy and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the policy

and

(2) the proof of loss is accompanied either by a licence, certificate or authorisation issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a licence, certificate or authorisation issued by the Government of the country, from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government,

and

(3) the route by which the drugs were conveyed was usual and customary.

## IMPORTANT

## PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

## LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

**It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:**

1. **To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.**
2. **In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.**
3. **When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.**
4. **To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.**
5. **To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.**

**NOTE: – The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.**

## INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

## DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supportive documents without delay, including when applicable:

1. Original policy of insurance.
2. Original or certified copy of shipping invoices, together with shipping specification and/or weight notes.
3. Original or certified copy of Bill of Ladings and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at port of discharge and final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

## IMPORTANT

11/3/80

# INSTITUTE WAR CLAUSES

**(including on-carriage by Air)**

**1. This insurance covers**

1.1 the risks excluded from the Standard Form of English Marine Policy by the clause "Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved thereon, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.
Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy."

1.2 loss of or damage to the interest insured caused by

1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom

1.2.2 mines, torpedoes, bombs or other engines of war

1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

**2. This insurance excludes**

2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests restraints or detainments of Kings Princes Peoples Usurpers or persons attempting to usurp power

2.2 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

2.3 loss or damage covered by the Standard Form of English Marine Policies with the Free of Capture etc. Clause (as quoted in 1.1 above) insured thereon

2.4 loss or damage proximately caused by delay inherent vice or nature of market, or any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules.

**3. Claims recoverable shall be payable irrespective of percentage.**

**4.** This insurance, except for the risk of mines and derelict torpedoes, floating or submersed, referred to in Clause 5 below,

4.1 attaches only as the interest insured and as to any part as that part is loaded on an oversea vessel and,

4.2 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge

whichever shall first occur,

nevertheless,

*subject to prompt notice to the Underwriters and to an additional premium*, such insurance

4.3 reattaches when, without having discharged the interest at the final port or place of discharge, the vessel sails thereafter, and

4.4 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,

whichever shall first occur

4.5 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the interest for on-carriage by another oversea vessel or by an aircraft, such insurance terminates on expiry of 15 days counting from midnight of the day of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on-carrying oversea vessel or the aircraft. During the period of 15 days such insurance remains in force after discharge only whilst the interest and as to any part as that part is at such intermediate port or place of discharge. If the insurance reattaches

4.5.1 through on-carriage by another oversea vessel, it thereafter terminates in accordance with 4.2, or,

4.5.2 through on-carriage by an aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

4.6 If the voyage by sea in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2. If the interest is subsequently reshipped to the original or any other destination, then, *provided notice is given to the underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches

4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying oversea vessel or as aircraft for the voyage,

4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge,

thereafter such insurance terminates in accordance with 4.4 or 4.5.2.

(For the purpose of Clause 4)

"arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority's area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge.

**5.** The insurance against the risk of mines and derelict torpedoes, floating or submersed,

5.1 commences as to any part as that part is first loaded on vessel or craft after such interest leaves the warehouse or place of storage at the place named in the insurance for the commencement of the transit and,

5.2 terminates either

5.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters,

or,

5.2.2 where, before the interest is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters, the voyage or vessel in the contract of carriage is terminated at a port or place other than the destination agreed therein, *provided notice is given to the Underwriters and to an additional premium if required*, such insurance reattaches, and thereafter terminates either

5.2.2.1 as the interest and as to any part as that part is discharged from vessel or craft prior to sale and delivery at such port or place

or,

5.2.2.2 unless otherwise specially agreed by the Underwriters, on the expiry of 60 days whilst afloat after completion of discharge overside of the interest from an oversea vessel at such port or place,

whichever shall first occur

If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance remains in force until terminated as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters.

(For the purpose of Clause 4 and Clause 5

"oversea vessel" shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel.)

**6. Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2, 4 or 5 shall, to the extent of such inconsistency, be null and void.**

**7.** *Subject to prompt notice to the Underwriters and to an additional premium*, the interest is held covered under the provisions of these clauses in the case of

7.1 change of destination from the voyage

7.2 variation of the adventure by reason of the exercise of any liberty granted to the shipowners or charterers under the contract of affreightment

**8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

1/1/82

# INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES

1 This insurance covers loss of or damage to the property hereby insured caused by

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,

1.2 persons acting maliciously.

2 Warranted free of

2.1 loss or damage proximately caused by

2.1.1 delay, inherent vice or nature of the property hereby insured,

2.1.2 the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion,

2.1.3 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules, 1974;

2.1.4 loss or damage caused by hostilities, warlike operations, civil war, or by revolution, rebellion, insurrection or civil strife arising therefrom.

3 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

3.1 to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

3.2 to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

3.2.1 for storage other than in the ordinary course of transit

or

3.2.2 for allocation or distribution,

or 3.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

4 If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required this insurance shall remain in force until either

(a) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur,

or (b) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

5 General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.

6 Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.

7 Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

8 **It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

**NOTE.—It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.**

## CO-INSURANCE CLAUSE (

TOKIO MARINE & FIRE INSURANCE CO., (U.K.) LTD.
TOKIO MARINE & NICHIDO FIRE INSURANCE CO., LTD.
TOKIO MARINE & FIRE INSURANCE CO., (SINGAPORE) PTE. LTD.
TOKIO MARINE & FIRE INSURANCE CO., (MALAYSIA) BHD.
TOKIO MARINE & FIRE INSURANCE CO., (HONG KONG) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (THAILAND) PUBLIC CO., LTD.
TOKIO MARINE & FIRE INSURANCE CO., (AUSTRALIA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (NEW ZEALAND) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (PHILIPPINES) INC.
TOKIO MARINE & FIRE INSURANCE CO., (INDONESIA) PT.
TOKIO MARINE & FIRE INSURANCE CO., (PNG) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (CANADA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (EUROPE) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (U.S.A.) INC.
TOKIO MARINE & FIRE INSURANCE CO., (LATIN AMERICA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (MIDDLE EAST) B.S.C.
TOKIO MARINE & FIRE INSURANCE CO., (CHINA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (TAIWAN) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (KOREA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (VIETNAM) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (INDIA) PVT. LTD.
TOKIO MARINE & FIRE INSURANCE CO., (SRI LANKA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (MACAU) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (CAMBODIA) PLC.
TOKIO MARINE & FIRE INSURANCE CO., (LAO) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (MYANMAR) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (BRUNEI) SDN. BHD.
TOKIO MARINE & FIRE INSURANCE CO., (NEPAL) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (MONGOLIA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (UAE) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (BANGLADESH) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (PAKISTAN) PVT. LTD.
TOKIO MARINE & FIRE INSURANCE CO., (MOZAMBIQUE) LDA.
TOKIO MARINE & FIRE INSURANCE CO., (ARGENTINA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (COLOMBIA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (MEXICO) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (PANAMA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (PERU) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (URUGUAY) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (VENEZUELA) C.A.
TOKIO MARINE & FIRE INSURANCE CO., (BRASIL) LTDA.
TOKIO MARINE & FIRE INSURANCE CO., (CHILE) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (ECUADOR) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (PARAGUAY) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (BOLIVIA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (COSTA RICA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (EL SALVADOR) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (GUATEMALA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (HONDURAS) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (NICARAGUA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (DOMINICAN REPUBLIC) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (PUERTO RICO) INC.
TOKIO MARINE & FIRE INSURANCE CO., (TRINIDAD & TOBAGO) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (JAMAICA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (ANTIGUA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (BARBADOS) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (GRENADA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (ST. LUCIA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (ST. VINCENT) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (ST. KITTS & NEVIS) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (DOMINICA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (BELIZE) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (GUYANA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (SURINAME) N.V.
TOKIO MARINE & FIRE INSURANCE CO., (ARUBA) N.V.
TOKIO MARINE & FIRE INSURANCE CO., (CURACAO) N.V.
TOKIO MARINE & FIRE INSURANCE CO., (HAITI) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (CAYMAN ISLANDS) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (BERMUDA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (TURKS & CAICOS ISLANDS) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (BAHAMAS) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (ANGUILLA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (BRITISH VIRGIN ISLANDS) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (MONTSERRAT) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (ST. MAARTEN) N.V.
TOKIO MARINE & FIRE INSURANCE CO., (GUAM) INC.
TOKIO MARINE & FIRE INSURANCE CO., (SAIPAN) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (PALAU) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (MARSHALL ISLANDS) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (FIJI) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (SAMOA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (TONGA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (VANUATU) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (SOLOMON ISLANDS) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (NEW CALEDONIA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (TAHITI) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (MICRONESIA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (KIRIBATI) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (TUVALU) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (NAURU) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (WESTERN SAMOA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (CAMEROON) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (GABON) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (CONGO) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (IVORY COAST) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (BENIN) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (TOGO) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (BURKINA FASO) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (MALI) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (NIGER) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (GUINEA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (CENTRAL AFRICAN REPUBLIC) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (CHAD) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (MAURITIUS) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (MADAGASCAR) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (REUNION) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (DJIBOUTI) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (ETHIOPIA) PLC.
TOKIO MARINE & FIRE INSURANCE CO., (KENYA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (UGANDA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (TANZANIA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (ZAMBIA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (ZIMBABWE) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (MALAWI) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (BOTSWANA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (LESOTHO) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (SWAZILAND) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (NAMIBIA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (SOUTH AFRICA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (ANGOLA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (GHANA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (NIGERIA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (SIERRA LEONE) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (LIBERIA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (GAMBIA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (GUINEA-BISSAU) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (CAPE VERDE) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (MAURITANIA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (SENEGAL) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (ALGERIA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (MOROCCO) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (TUNISIA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (LIBYA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (EGYPT) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (SUDAN) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (YEMEN) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (OMAN) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (QATAR) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (KUWAIT) K.S.C.
TOKIO MARINE & FIRE INSURANCE CO., (BAHRAIN) B.S.C.
TOKIO MARINE & FIRE INSURANCE CO., (SAUDI ARABIA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (JORDAN) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (LEBANON) S.A.L.
TOKIO MARINE & FIRE INSURANCE CO., (SYRIA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (IRAQ) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (IRAN) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (AFGHANISTAN) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (ISRAEL) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (TURKEY) A.S.
TOKIO MARINE & FIRE INSURANCE CO., (CYPRUS) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (GREECE) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (ITALY) S.p.A.
TOKIO MARINE & FIRE INSURANCE CO., (MALTA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (PORTUGAL) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (SPAIN) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (ANDORRA) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (FRANCE) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (MONACO) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (BELGIUM) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (LUXEMBOURG) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (NETHERLANDS) N.V.
TOKIO MARINE & FIRE INSURANCE CO., (GERMANY) A.G.
TOKIO MARINE & FIRE INSURANCE CO., (AUSTRIA) A.G.
TOKIO MARINE & FIRE INSURANCE CO., (SWITZERLAND) A.G.
TOKIO MARINE & FIRE INSURANCE CO., (LIECHTENSTEIN) A.G.
TOKIO MARINE & FIRE INSURANCE CO., (HUNGARY) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (CZECH REPUBLIC) A.S.
TOKIO MARINE & FIRE INSURANCE CO., (SLOVAKIA) A.S.
TOKIO MARINE & FIRE INSURANCE CO., (POLAND) S.A.
TOKIO MARINE & FIRE INSURANCE CO., (BELARUS) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (RUSSIA) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (UKRAINE) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (ESTONIA) A.S.
TOKIO MARINE & FIRE INSURANCE CO., (LATVIA) A.S.
TOKIO MARINE & FIRE INSURANCE CO., (LITHUANIA) A.S.
TOKIO MARINE & FIRE INSURANCE CO., (FINLAND) LTD.
TOKIO MARINE & FIRE INSURANCE CO., (SWEDEN) A.B.
TOKIO MARINE & FIRE INSURANCE CO., (NORWAY) A.S.
TOKIO MARINE & FIRE INSURANCE CO., (DENMARK) A

B24270A24700 SENYO KOUN CO., LTD.

Shipper
DKS INTERNATIONAL INC.

# NIPPON KAIJI KENTEI KYOKAI

(JAPAN MARINE SURVEYORS & SWORN MEASURERS' ASSOCIATION)

FOUNDED IN 1913 & LICENSED BY THE JAPANESE GOVERNMENT

Certificate No.
2637

Sheet
01-03-00

Certificate issued
M2946-3072

## CERTIFICATE AND LIST OF MEASUREMENT AND/OR WEIGHT


HEAD OFFICE:
KAIJI BLDG., NO. 9-7, 1-CHOME, HATCHOBORI
CHUO-KU, TOKYO-104
JAPAN

PHONES: TOKYO (03) 552-1191
CABLE ADDRESS: KAIJIKENTEI TOKYO
TLX:NO. 252-4519
AAB-JAMSMA J-

BRANCHES:
ALL PRINCIPAL PORTS IN JAPAN


KOBE DEC. 2, 1981
Ref. No. (For our reference)
2947-413-085

Ocean Vessel: AMERICA MARU (JAPAN L.)
Port of Loading: KOBE
Port of Discharge: LOS ANGELES
Date & Place of Measuring and/or Weighing: DEC. 1,1981,KOBE

| Marks & Numbers | No. of P'kgs. | Kind of Packages; Description of Goods | Gross Weight | Measurement |
|---|---|---|---|---|
| | 1,800 BAGS | | KG<br>41,760<br>LB<br>92,065 | CU.METRE<br>61.047<br>CU.FOOT<br>2,155-10 |
| | | OR | | |
| PAC-R<br>POLYANIONIC CELLULOSE<br>DRILLING MUD ADDITIVE FOR<br>,LOW SOLIDS MUDS,<br>,FRESH OR SALT WATER SYSTEMS<br>,REDUCING FILTRATION RETE,<br>NET WEIGHT 50 POUNDS, 22.68 KILOS<br>MADE IN JAPAN<br>RAC-R<br>LOW VISCOSITY | | POLYANIONIC CELLULOSE<br>PAC-R | | |
| DETAILS : | | M CM M CM M CM KG KG CU.METRE CU.METRE<br>L W H | | |
| BAG<br>1,800 | AVERAGE | 23.20 | 41,760 | 0.033915 61.047 |
| | | | | - THE END - |

*We Hereby Certify that the above measurements and or weights of the goods were taken by our measurers solely for reasonable ocean freight in accordance with the provisions of recognized rules concerned.*

NIPPON KAIJI KENTEI KYOKAI · JAPAN MARINE SURVEYORS & SWORN MEASURERS ASSOCIATION · N.K.K.K.

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

Assured(s), etc.
DKS INTERNATIONAL, INC.

Invoice No. MON-158

POLICY
No. 817827292

Amount insured U.S.$149,985.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

*by* TOPLIS & HARDING, INC.,
111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| AMERICA MARU | KOBE | DEC. 3, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS<br>VIA LOS ANGELES | | |

Goods and Merchandises

POLYANIONIC CELLULOSE PAC-R
90,000 LBS. (1,800 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in TOKYO DEC. 1, 1981

No. of Policies issued TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate

**Be it known that**

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

~~Corn, Fish, Salt, Fruit, Flour, and Seed~~ are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED, on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

For THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

SPECIMEN FOR PURPOSES OF IDENTIFICATION ONLY

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

Assured(s), etc.
DKS INTERNATIONAL, INC.

Invoice No. MON-158

POLICY No. 817827292

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*Claim, if any, payable at/in* NEW ORLEANS

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NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) |
|---|---|
| ANY CONV. | INTERIOR |

| Ship or Vessel called the | at and from | Sailing on or about |
|---|---|---|
| AMERICA MARU | KOBE | DEC. 3, 1981 |

| arrived at/transhipped at | thence to |
|---|---|
| NEW ORLEANS<br>VIA LOS ANGELES | |

Goods and Merchandises

POLYANIONIC CELLULOSE PAC-R
90,000 LBS. (1,800 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in TOKYO DEC. 1, 1981

No. of Policies issued TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim

## Be it known that

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON; and so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED. on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED.

# THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED

HEAD OFFICE: 26-1, Nishi-Shinjuku Itchome, Shinjuku-ku, Tokyo, Japan (CABLE ADDRESS: YASUDAFIRE TOKYO)
ESTABLISHED 1887

Assured(s), etc.
OKS INTERNATIONAL, INC.

Invoice No. MON-158

POLICY No. 817827292

Amount insured U.S.$149,985.00

*Claim, if any, payable at/in* NEW ORLEANS

Conditions: ALL RISKS

TOPLIS & HARDING, INC.,
*by* 111 JOHN STREET, NEW YORK,
NY 10038, U.S.A. (PHONE: 267-2700)
NOMINATED SURVEYOR:
TOPLIS & HARDING, INC.,
1111 AMERICAN BANK BLDG.,
200 CARONDELET STREET,
NEW ORLEANS, LA 70130, U.S.A.
(PHONE: 522-8608).

| Local Vessel or Conveyance | From (interior port or place of loading) | |
|---|---|---|
| ANY CONV. | INTERIOR | |
| **Ship or Vessel called the** | **at and from** | **Sailing on or about** |
| AMERICA MARU | KOBE | DEC. 3, 1981 |
| **arrived at/transhipped at** | **thence to** | |
| NEW ORLEANS<br>VIA LOS ANGELES | | |

Goods and Merchandises

POLYANIONIC CELLULOSE PAC-R
90,000 LBS. (1,800 BAGS)

-IN CONTAINER, ON &/OR UNDER DECK-

Subject to the following Clauses as printed overleaf

Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes Riots & Civil Commotions Clauses
Institute Replacement Clause (applying to machinery)
Label Clause
Duty Clause (applying only to duty insured)
Institute Dangerous Drugs Clause

Marks & Numbers as per Invoice No. specified above.

54 26 7634

Place & Date signed in TOKYO DEC. 1, 1981

No. of Policies issued TWO

11 443

*(1) Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.*

*Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.*

*(2) Warranted free of loss or damage*

*(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;*

*(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.*

1. Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

2. This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

☞ In the event of loss or damage which may involve a claim

## Be it known that

*Assured, as specified above* as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from *as specified above*
upon Goods and Merchandises, in the good Ship or Vessel called the *as specified above*
whereof is Master for this present Voyage
or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at *as specified above*
and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at
the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance; to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises; confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of
as arranged per cent.

~~Corn~~, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent, unless General, or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.

**In Witness** whereof I, the Undersigned of THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED. on behalf of the said Company, have subscribed my Name in *as specified above* to *as specified above* Policies of the same tenor and date, one of which being accomplished, the others to be void, this *as specified above*.

THE YASUDA FIRE & MARINE INSURANCE COMPANY, LIMITED.

SPECIMEN FOR REFERENCE PURPOSES ONLY

# INVOICE

| DATE | NUMBER |
|---|---|
| 12/8/81 | 14713 |

Cost 153954.00 96.1%

| Sold To: | Shipped To: |
|---|---|
| N.K. Baraid<br>P.O. Box 1675<br>Houston, Tx. 77001 | N.K. Baraid #020100<br>Jordan Rd. & Hayne Blvd.<br>New Orleans, La. |

FREIGHT PREPAID ☒ COLLECT ☐

| YOUR ORDER NO. | ORDER DATE | VIA | CAR NUMBER | DATE SHIP | SHIPPED FROM | OUR SO / PO NO. |
|---|---|---|---|---|---|---|
| H 7747<br>W 256099 | 11/12/81 | V 9047A<br>American Mail | | 12/4/81 | Kobe, Japan | 3867 |

| PRODUCT | PROD NO. ← | UNITS ← | UNIT PRICE | AMOUNT ← ↑ | ACCT NO ↑ | COMMISSIONS RATE | COMMISSIONS AMOUNT ↑ | ACCT NO. ↑ | ROYALTIES RATE | ROYALTIES AMOUNT ↑ |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 2240-01 | | | 2250-01 | | |
| Pic-K 50# | 1920-01 | 1800 | 89.00 | 160,200.00 | PC-160 | 3.00 | 5400.00 | | | |
| Grade: JLC 76161 (600 Bags) | | | | | | | | | | |
| JLC 76171 (600 Bags) | | | | | | | | | | |
| JLC 76191 (600 Bags) | | | | | | | | | | |
| NOTE: Drayage charges will be invoiced when bill is received from Drayage Co. | | | | | | | | | | |
| Terms: Net ~~30~~ 15 days from date invoice rec'd. ~~- 2% Late Charge - 45 Days~~ | | | | | | | | | | |
| TOTALS | | 1800 | | 160,200.00 | 0850-01 | | 5400.00 | 0839-01 | | |

SALES ANALYSIS ← SALES JURNAL ↑

SALES JOURNAL RECAP

| ACCOUNT DESCRIPTION | ACCT NO | DR | CR |
|---|---|---|---|
| ACCOUNTS REC | 06650-01 | 160,200.00 | |
| COMMISSIONS | 2240-01 | 5,400.00 | |
| ROYALTIES | 2250-01 | | |
| FREIGHT | 2060-01 | | |
| ROYALITIES PAYABLE | 0839-01 | | |
| COMMISSIONS PAYABLE | 0850-01 | | |
| | 0840-01 | | 5400.00 |
| | 1920-01 | | 160,200.00 |
| | | | |
| | | | |
| | | | |
| TOTAL | | 165,600.00 | 165,600.00 |

Montello
6106 EAST 32ND PLACE
TULSA, OKLAHOMA 74135
(918) 665-1170 / TWX 910-845-2396

December 9, 1981

Ms. Carla Curry
Behring International Inc.
P.O. Box 20029
New Orleans, LA 70141

Dear Carla,

Enclosed are the following documents:

1. Mon-157: Baroid Order No. VV256654 for 600 Bags Cellex High Viscosity. Duty to be paid and Baroid, New Orleans to be notified as usual.

2. Mon-157: Baroid Order No. VV256099 for 1800 Bags Pac-R. Duty to be paid and Baroid, New Orleans to be notified as usual.

Please call to let us know you received documents.

Sincerely,

MONTELLO, INC.

Charles F. Petri

CFP/klj
Encl: as stated

983.00 ÷
1,575.00=
62.41%

118.00 X
20.00=
2,360.00 *

95.30 X
20.00=
1,906.00 *

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS

SENDER INSTRUCTIONS
Print your name, address, and ZIP Code in the space below.
- Complete items 1, 2, and 3 on the reverse.
- Attach to front of article if space permits, otherwise affix to back of article.
- Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

RETURN TO

Mr. Charles F. Petri
MONTELLO, INC.
(Name of Sender)

6106 E. 32nd Place, Suite 100
(Street or P.O. Box)

Tulsa, Oklahoma 74135
(City, State, and ZIP Code)

: Cost

3469.50

69.5%

CE 150 - 2.75

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one.)
- ☑ Show to whom and date delivered..... ¢
- ☐ Show to whom, date and address of delivery.... ¢
- ☐ RESTRICTED DELIVERY
  Show to whom and date delivered..... ¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery.$

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

N/L BAROID
P.O. Box 1675
Houston, Texas 77001

3. ARTICLE DESCRIPTION:

| REGISTERED NO. | CERTIFIED NO. | INSURED NO. |
|---|---|---|
| | P138441393 | |

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐Addressee ☐Authorized agent

Otis Sims

4. DATE OF DELIVERY: DEC 11 1981 POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆GPO : 1979-288-848

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 91 | 14570 | 1 | 630.00 | .00 | 630.00 |

#020150

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| Check Date | Check No. | | | |
|---|---|---|---|---|
| 12 15 81 | 661874 | 630.00 | .00 | 630.00 |
| | | | Totals | |

Detach This Memorandum Before Depositing Check.

Bank of America

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 54 | 14595 | 1 | 139,500.00 | .00 | 139,500.00 |
| 305 | 44 | 14537 | 1 | 7,318.00 | .00 | 7,318.00 |

#020100

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| Check Date | Check No. | | | |
|---|---|---|---|---|
| 11 30 81 | 235999 | 146,818.00 | .00 | 146,818.00 |
| | | | Totals | |

Detach This Memorandum Before Depositing Check.

Morgan Guaranty Trust Company

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 158 | 13879 | 1 | 345.00 | .00 | 345.00 |

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| 07 21 81 | 456523 | 345.00 | .00 | 345.00 |
|---|---|---|---|---|
| Check Date | Check No. | | Totals | |

Continental Illinois National Bank
And Trust Company Of Chicago

Detach This Memorandum Before Depositing Check.

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 18 | 14481 | 1 | 5,375.00 | .00 | 5,375.00 |

# 020100

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| 11 19 81 | 653175 | 5,375.00 | .00 | 5,375.00 |
|---|---|---|---|---|
| Check Date | Check No. | | Totals | |

Detach This Memorandum Before Depositing Check.

Bank of America

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 46 | 13986 | 1 | 1,900.00 | .00 | 1,900.00 |

# 020100

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| Check Date | Check No. | | | |
|---|---|---|---|---|
| 08 14 81 | 574463 | 1,900.00 | .00 | 1,900.00 |
| | | | Totals | |

Detach This Memorandum Before Depositing Check.

Bank of America

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 264 | 14777 | 1 | 345.00 | .00 | 345.00 |

# 020100

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| Check Date | Check No. | | | |
|---|---|---|---|---|
| 01 06 82 | 529589 | 345.00 | .00 | 345.00 |
| | | | Totals | |

Detach This Memorandum Before Depositing Check.

Continental Illinois National Bank
And Trust Company Of Chicago

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 46 | 14002 | 1 | 862.50 | .00 | 862.50 |

# 020100

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| Check Date | Check No. | | | |
|---|---|---|---|---|
| 08 17 81 | 576203 | 862.50 | .00 | 862.50 |
| | | | Totals | |

Detach This Memorandum Before Depositing Check.

Bank of America

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 231 | 14254 | 1 | 4,837.50 | .00 | 4,837.50 |

# 020100

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| Check Date | Check No. | | | |
|---|---|---|---|---|
| 10 02 81 | 489082 | 4,837.50 | .00 | 4,837.50 |
| | | | Totals | |

Detach This Memorandum Before Depositing Check.

Continental Illinois National Bank
And Trust Company Of Chicago

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 195 | 14119 | 1 | 4,995.00 | .00 | 4,995.00 |

#020100

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| 09 29 81 | 222473 | 4,995.00 | .00 | 4,995.00 |
|---|---|---|---|---|
| Check Date | Check No. | | Totals | |

Detach This Memorandum Before Depositing Check.

Morgan Guaranty Trust Company

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 226 | 14224 | 1 | 11,552.50 | .00 | 11,552.50 |

#020100

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| 10 01 81 | 486199 | 11,552.50 | .00 | 11,552.50 |
|---|---|---|---|---|
| Check Date | Check No. | | Totals | |

Detach This Memorandum Before Depositing Check.

Continental Illinois National Bank
And Trust Company Of Chicago

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 223 | 14 282 | 1 | 7,238.00 | .00 | 7,238.00 |

# 020100

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| Check Date | Check No. | | Totals | |
|---|---|---|---|---|
| 10 27 81 | 399638 | 7,238.00 | .00 | 7,238.00 |

Detach This Memorandum Before Depositing Check.

The Chase Manhattan Bank, N.A.

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 316 | 14335 | 1 | 15,620.00 | .00 | 15,620.00 |

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| Check Date | Check No. | | Totals | |
|---|---|---|---|---|
| 11 03 81 | 500139 | 15,620.00 | .00 | 15,620.00 |

Detach This Memorandum Before Depositing Check.

Continental Illinois National Bank
And Trust Company Of Chicago

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 35 | 14321 | 1 | 8,750.00 | .00 | 8,750.00 |

# 020100

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| 11 11 81 | 641020 | 8,750.00 | .00 | 8,750.00 |
|---|---|---|---|---|
| Check Date | Check No. | | Totals | |

Detach This Memorandum Before Depositing Check.

Bank of America

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 36 | 14407 | 1 | 1,509.00 | .00 | 1,509.00 |

# 020100

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| 11 10 81 | 638998 | 1,509.00 | .00 | 1,509.00 |
|---|---|---|---|---|
| Check Date | Check No. | | Totals | |

Detach This Memorandum Before Depositing Check.

Bank of America

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 103 | 14251 | 1 | 3,750.00 | .00 | 3,750.00 |

# 020100

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| Check Date | Check No. | | | |
|---|---|---|---|---|
| 10 14 81 | 617774 | 3,750.00 | .00 | 3,750.00 |
| | | | Totals | |

Detach This Memorandum Before Depositing Check.

Bank of America

The Accompanying Check Is In Settlement Of The Items Stated Below. If Not Correct, Return At Once.

NL Industries, Inc.
P.O. Box 360
Hightstown
New Jersey 08520

| * Div. Code | Control No. | Reference No. | Code | Invoice Amount | Discount Amount | Net Amount |
|---|---|---|---|---|---|---|
| 305 | 39 | 13809 | 1 | 1,110.00 | .00 | 1,110.00 |

Code Legend
1. Your Invoice
2. Our Debit Memo
3. Your Credit Memo

* DIRECT ALL INQUIRIES TO THE LOCATION INDICATED ON THE REVERSE SIDE.

| Check Date | Check No. | | | |
|---|---|---|---|---|
| 07 14 81 | 381522 | 1,110.00 | .00 | 1,110.00 |
| | | | Totals | |

Detach This Memorandum Before Depositing Check.

The Chase Manhattan Bank, N.A.