

**Deutsche Bank**  
Aktiengesellschaft



**Covering Schedule**

Trade Services  
Level 57  
International Commerce Centre  
1 Austin Road West, Kowloon,  
Hong Kong

Swift : DEUTHKHH Telex : 73498 dbaa hx  
Tel : 852-22038439  
Fax : 852-22037276

Our ref.	786XLB1503508
Our Related Export LC Ref	786ELB1502633
LC no.	TBHTF15250861711
Amount	USD 118,800.00
Tenor	SIGHT
Maturity Date	

DATE: 8-Oct-15

Issuing Party/Collecting Bank ◀  
SAIGON THUONG TIN COMMERCIAL JOINT  
STOCK BANK SACOMBANK - TAN BINH BRANCH  
AT: 224 LE VAN SY STREET, WARD 1, TAN BINH  
DISTRICT, HOCHIMINH CITY, VIETNAM  
(ATTN: INT'L PAYMENT DIVISION)

Applicant  
TAN VIET QUANG JSC  
LOT 24 TAN TAO ST., TAN TAO  
INDUSTRIAL ZONE, BINH TAN DIST.,  
HOCHIMINH CITY, VIET NAM.

Drawn Amount : USD 118,800.00  
Claim Amount : USD  
Our Charges : USD  
Total Claim Amount : USD 118,800.00

**Instructions**

We enclose the Documents relating to this drawing as required under the terms of the above Documentary Credit.

We certify that the amount drawn has been endorsed at the reverse of the Doc. Credit.

Please remit proceeds by telegraphic transfer to our USD A/C No. 04411245 with Deutsche Bank Trust Company Americas, New York (SWIFT : BKTRUS33) under your swift/telex advice to us quoting our reference.

Kindly acknowledge receipt.

Beneficiary/Presenter  
BASELL ASIA PACIFIC LIMITED  
12/F LEE GARDEN  
TWO, 28 YUN PING ROAD, CAUSEWAY  
BAY, HONG KONG CHINA

**Deutsche Bank AG**  
Hong Kong Branch

This is a computer generated form and no signature is required

Subject to the Rules mentioned in the underlying Letter of Credit and/or any amendments thereto.

Exchange for USD 118,800.00

Hong Kong, October 6, 2015

At SIGHT of this First of Exchange (Second of the same tenor and date being unpaid) pay to the order of **BASELL ASIA PACIFIC LIMITED**


USD One Hundred Eighteen Thousand Eight Hundred Dollars and No Cents

The sum of

Value received in reimbursement of drawing under L/C No. TBHTF1525086171I

Dated 150907 Issued by **SAIGON THUONG TIN COMMERCIAL JOINT STOCK BANK (SACOMBANK), HO CHI MINH CITY, VIETNAM**

To SGTTNVX  
SAIGON THUONG TIN COMMERCIAL JOINT STOCK BANK  
(SACOMBANK),  
HO CHI MINH CITY, VIETNAM

For and on behalf of  
Basell Asia Pacific Ltd.  
  
Authorized Signature(s)

Ref No.  
786ELB1502633

Exchange for USD 118,800.00

Hong Kong, October 6, 2015

At SIGHT of this Second of Exchange (First of the same tenor and date being unpaid) pay to the order of **BASELL ASIA PACIFIC LIMITED**

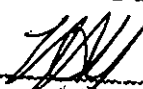
USD One Hundred Eighteen Thousand Eight Hundred Dollars and No Cents

The sum of

Value received in reimbursement of drawing under L/C No. TBHTF1525086171I

Dated 150907 Issued by **SAIGON THUONG TIN COMMERCIAL JOINT STOCK BANK (SACOMBANK), HO CHI MINH CITY, VIETNAM**

To SGTTNVX  
SAIGON THUONG TIN COMMERCIAL JOINT STOCK BANK  
(SACOMBANK),  
HO CHI MINH CITY, VIETNAM

For and on behalf of  
Basell Asia Pacific Ltd.  
  
Authorized Signature(s)

Ref No.  
786ELB1502633

For completion by:  
Eccles Asset Services Ltd.

  
.....  
Authorized Signature(s)

For completion by:  
Eccles Asset Services Ltd.

  
.....  
Authorized Signature(s)



BASELL ASIA PACIFIC LIMITED  
12/F LEE GARDEN  
TWO, 28 YUN PING ROAD, CAUSEWAY  
BAY, HONG KONG CHINA

### COMMERCIAL INVOICE

**BUYER**

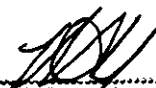
TAN VIET QUANG JSC  
LOT 24 TAN TAO ST., TAN TAO  
INDUSTRIAL ZONE, BINH TAN DIST.,  
HOCHIMINH CITY, VIET NAM.

INVOICE NO. : 9925226292  
SALE ORDER NO : 0003912970  
P.O. NO : HUB/0915/11  
DATE : October 4, 2015

ITEMS	DESCRIPTION OF GOODS (COMMODITY)	QUANTITY MT	UNIT PRICE USD / MT	AMOUNT USD
1	99.00 MT OF POLYETHYLENE LUPOLEN 2427H	99.000	1,200.00	118,800.00
INVOICE TOTAL :				118,800.00

VESSEL NAME : BALTIC STRAIT  
VOYAGE NO : 0198-054N  
PORT OF LOADING : PORT KLANG, MALAYSIA  
PORT OF DISCHARGE : HOCHIMINH CITY PORT, VIETNAM  
TRADE TERMS : CIF HOCHIMINH CITY, VIETNAM (INCOTERMS 2010)  
LC NO : TBHTF15250861711  
MANUFACTURER : SAUDI ETHYLENE & POLYETHYLENE COMPANY  
ORIGIN : SAUDI ARABIA  
REMARKS : PACKING: IN 25KG BAG, WITH PALLET

For and on behalf of  
Basell Asia Pacific Ltd.

  
Authorized Signature(s)

#### SPOT SALE CONTRACT GENERAL TERMS AND CONDITIONS

THE GENERAL TERMS AND CONDITIONS (GT&C) COMPRISE THE BASIS ON WHICH SELLER OFFERS THE PRODUCT FOR SALE. BUYER'S TERM AND CONDITIONS OF PURCHASE SHALL NOT APPLY AND ARE HEREBY EXPRESSLY REJECTED. THE ORDER ACKNOWLEDGEMENT TOGETHER WITH THIS GT&C WILL CONSTITUTE THE PARTIES' CONTRACT WITH REGARDS TO THE SALE OF PRODUCT BY SELLER TO BUYER. IF SELLER AND BUYER EXECUTED A SALE CONTRACT ("TERM CONTRACT") FOR THE ORDER REFERENCED HEREIN, THE TERM CONTRACT SHALL CONTROL AND THIS GT&C SHALL NOT APPLY.

1. **PASSING OF TITLE:** (1) Product shall remain the property of Seller until the price for the Products has been paid in full. (2) In the event of late payment by Buyer, Seller is entitled, without rescinding the Contract and without granting a period of grace, to demand the temporary surrender of the Products owned by Seller at Buyer's expense.
2. **FORCE MAJEURE:** Seller shall not be liable for any non-delivery or delay in delivery resulting (directly or indirectly) from any of the following causes: wars and civil wars (present or future, declared or undeclared), acts of terrorism, riots and civil commotions, earthquakes, epidemics, port congestions, strikes, acts or omissions of any governmental authority (de jure or de facto), acts of God, or, to the extent Seller has complied with the reasonable care of a prudent operator, any inability to obtain raw materials supplies, accidents, fires, breakdown of equipment and machinery, failure of its IT systems or any other cause (whether similar or dissimilar to that aforementioned) unforeseeable and beyond Seller's reasonable control. The aforementioned events shall include those which affect Seller's parent company, affiliates, joint ventures and toll manufacturers of the Product. The aforementioned shall apply even if the cause exists at the time of Buyer's order or occurs after Seller's performance has been delayed for other reasons. If Seller's supply of Product should be limited as a result of any such cause, Seller shall have the right to first satisfy its own needs and the needs of the other companies of the group of Seller and thereafter to distribute any available Product among its customers in such manner as Seller may determine. If the delay resulting from any such cause shall continue for more than thirty (30) days, either party shall be entitled, on written notice to the other party, to terminate the Contract with respect to Product undelivered at the time of termination.
3. **WARRANTY AND LIMITATION OF LIABILITY:** (1) Seller warrants that at the time of delivery, Product shall comply with Seller's product specifications for the Product. For avoidance of doubt, properties relating to the Product that may be contained in Product Data Sheets or equivalent documents do not constitute product specifications. Product sold as substandard are not warranted to comply in general terms with Seller's product specifications. (2) All other warranties or conditions as to quality, description or performance of the Product, statutory or otherwise, are excluded except insofar as such exclusion is not permitted by law. Warranties on merchantability and fitness for purpose are hereby explicitly excluded even when a purpose is known. No such warranties are to be implied from the name or description under which the Product are sold or from any advice or recommendations given by Seller, its employees or agents, or those of its affiliates. (3) Any complaints or claims of Buyer including, but not limited to, the quality of the Product shall be reported to Seller in writing as soon as Buyer becomes aware of the reasons for the claims. (4) Except to the extent limited by applicable law, Buyer's exclusive remedy for any and all claims for losses or damages of any kind or nature resulting from the sale, handling, delivery, failure of delivery or use of the Product under this Contract, including, but not limited to, any arising from breach of warranty, breach of contract, tort, negligence, statutory or strict liability, shall be limited, at Seller's option, to either the return of the purchase price or the replacement of the particular Product for which a claim is made and proved. In no event shall Seller, its parent company, its joint ventures or any of their respective affiliates be liable for any special, consequential, incidental, indirect or exemplary losses or damages. (5) The limitation of liability contained herein shall apply for the benefit of Seller, its parent company, its joint ventures, and their respective affiliates and any of their respective employees, agents, affiliates and other representatives.
4. **TECHNICAL ASSISTANCE:** Any technical advice, assistance, testing or reports furnished by Seller or any of its affiliates to Buyer for any reason, including, but not limited to (1) the selection, processing or use of the Product delivered to Buyer or (2) the storing, handling or usage of Product (collectively, the "Technical Assistance") will be given and accepted at Buyer's sole risk, and Seller will have no liability whatsoever for the use of, or results obtained from, the Technical Assistance. The transmission or delivery of Technical Assistance will have no effect on any provision of this Contract. Buyer agrees that Seller, its affiliates, agents, officers, directors, employees, representatives and insurers will not be liable or responsible for any aspects of the Technical Assistance, including, but not limited to, the preparation and delivery thereof. Buyer agrees to indemnify Seller, its affiliates, agents, officers, directors, employees, representatives and insurers from and against any and all loss, damage or liability resulting from demands, claims, suits, or actions with regard to any action relating to the Technical Assistance. The indemnity provided will include, but not be limited to court costs, attorneys' fees, costs of investigation, costs of defense, settlements, and judgments associated with such demands, claims, suits or actions and will include indemnification against any and all loss, damage or liability relating to or resulting from indemnified party's own alleged or actual negligence, whether such negligence is contributory, concurrent or sole. The indemnification will survive the cancellation, termination, completion, or expiration of this Contract.
5. **TAX:** (1) Seller shall bear and be responsible for all taxes, fees or other charges imposed or assessed by any governmental or with respect to the Product delivered hereunder the taxable incident of which occurs before delivery of the Product to Buyer. (2) Buyer shall bear and be responsible for all taxes, fees or other charges imposed or assessed by any governmental with respect to the Product delivered hereunder the taxable incident of which occurs after delivery of the Product to Buyer. (3) Buyer shall pay the amount of Tax now and hereafter imposed on the Product or required to be paid or collected by Seller by reason of the sale or use of the Product. For the purpose of this Contract, the term "Tax" shall include, without limitation, sales and use taxes, value added taxes, business tax, and the like, but exclude any income tax measured by Seller's net income, imposed by any jurisdiction on Seller.
6. **INSPECTION; CLAIMS BY BUYER:** (1) Buyer shall inspect the Product parcel immediately upon receipt. (2) All claims of Buyer with respect to the quality or quantity of Product sold or delivered pursuant to this Contract shall be deemed waived and forever barred unless Buyer notifies Seller of the nature and details of the claim within thirty (30) days after receipt of the Product parcel by Buyer. (3) Where a claim is not asserted as a claim, counterclaim, defense, or set-off in a judicial proceeding instituted within two (2) years after Seller's denial of liability in respect thereof it shall be forever waived, barred, and released.
7. **PRODUCT HAZARDS:** Buyer acknowledges that it is familiar with the product and has been adequately warned by Seller of the risks associated with handling, transporting, using, storing and disposing of the product, including, without limitation, those set forth in Seller's safety data sheet for product ("SDS"). Buyer further acknowledges its separate and independent knowledge of such risks, which are known in Buyer's industry. Buyer affirms it has received and understands the contents of said SDS.
8. **TRADEMARKS:** Buyer will not use the trademarks of Seller or any of its affiliated companies without Seller's prior written approval. This Contract does not grant Buyer any trademark rights.
9. **PATENT INFRINGEMENT:** Seller warrants that the manufacture of the Product did not infringe any patent of the country of manufacture. However, Seller does not warrant that the use of the Product in Buyer's applications or the importation of the Product into any country is free of infringement of any third party's patents.
10. **COMPLIANCE WITH LAWS:** Buyer agrees to comply fully with all applicable laws, ordinances and regulations, from whatever authority they may emanate, including but not limited to anti-bribery, export control, economic sanctions, foreign assets control regulations of the United States and all environmental protection, occupational safety and health, and materials transportation and hazardous communication standards for the safe labeling, handling and use of the Product. Seller may terminate this Contract without any liability if, in Seller's sole, reasonable determination, Seller believes that it is necessary to do so in order to comply with its obligations under applicable laws, rules or regulations.
11. **PARTICULAR APPLICATIONS:** Product sold under the Contract is sold in partial consideration of Buyer's agreement, and Buyer hereby warrants, that Product will not, directly or indirectly, by Buyer or by any third party, be used in any of the following without the prior written approval by Seller for each specific product or application: (i) U.S. FDA Class I; Health Canada Class I; and European Union Class I; (ii) U.S. FDA Class II Medical Devices; Health Canada Class II or Class III Medical Devices; European Union Class II Medical Devices; (iii) film, overwrap and/or product packaging that is considered a part or component of one of the aforementioned medical devices; (iv) packaging in direct contact with a pharmaceutical active ingredient and/or dosage form that is intended for inhalation, injection, intravenous, nasal, ophthalmic (eye), digestive, or topical (skin) administration; (v) tobacco related products and applications; (vi) electronic cigarettes and similar devices; and (vii) pressure pipe or fittings that are considered a part or component of a nuclear reactor. Additionally, Buyer warrants that Product will not, directly or indirectly, by Buyer or by any third party, be used in any of the following applications: (i) U.S. FDA Class III Medical Devices; Health Canada Class IV Medical Devices; European Class III Medical Devices; (ii) applications involving permanent implantation into the body; (iii) life-sustaining medical applications; and (iv) lead, asbestos or MTBE related applications. All references to U.S. FDA, Health Canada, and European Union regulations include another country's equivalent regulatory classification.
12. **ADDITIONAL OBLIGATIONS OF BUYER WHO PURCHASES PB-1 RESIN FOR PIPE APPLICATIONS:** Buyer represents and warrants: (1) Buyer shall not resell, donate, or by any other means to transfer the Product, directly or indirectly, to any third party. If Buyer on the Contract is an L/C opener requested by an end user of the Product, Buyer shall transfer the Product to, and only to, the end user who requested the L/C; (2) The Product and pipes or fittings made therefrom shall not be sold or shipped, directly or indirectly, by Buyer or by any third party, to North American countries including the United States, Canada, and Mexico; (3) except for multilayer pipes, the Product shall be used pure and not mixed with any resin other than resins purchased from and identified by Seller specifically for PB-1 mixing purposes and in any PB layer of multilayer pipes, the Product shall be used pure and not mixed with any resin other than resins purchased from and identified by Seller specifically for PB-1 mixing purposes; and (4) pipes or fittings manufactured from the Product shall comply with the relevant laws, rules, regulations, codes, and standards of the country where Buyer manufactures or sells the pipes or fittings. In case there is no relevant law, rule, regulation, code, or standard in a given country, Buyer represents and warrants that Buyer shall understand and comply with the relevant DIN, BSI or ISO testing standard for pipes and fittings.
13. **ADDITIONAL OBLIGATIONS OF BUYER WHO PURCHASES PFT GRADE RESIN FOR PLASTIC FUEL TANK APPLICATIONS:** Buyer represents and warrants that (1) Product shall not be used in the manufacture of plastic fuel tanks that at any time either as a separate unit or component of an automobile are delivered to or located in, as an intermediate or final destination, the United States of America or any part of North America; (2) Buyer, at its expense, will maintain continuously, in full force and effect, comprehensive general liability insurance, including contractual liability, insuring, among other things, the indemnity set forth in this Contract, and products liability coverage, with limits of not less than an equivalent to Ten Million US dollars (\$10,000,000) applicable to any indemnification obligations of Buyer under this Contract and in any one occurrence; (3) all insurance policies will be endorsed to provide that Seller is named as an additional insured and that the underwriters and insurance companies of Buyer will not have any right of subrogation against Seller, its subsidiaries or affiliates, its co-owners or joint venturers, if any, its contractors, subcontractors, agents, or employees, or any of its or their stockholders, directors, officers, agents, invitees, servants, underwriters, or insurers; and (4) Buyer will indemnify, defend and hold harmless Seller and Seller's parents, affiliates and subsidiaries and their respective officers, directors, employees, and agents from and against any and all claims, liability or expense, including, without limitation, all reasonable court costs and attorneys' fees for (i) personal injury or death of any person, including, without limitation, injury or death to Buyer's employees; or (ii) damages to real or personal property that arise out of, are connected with, or relate in any way to the Product, after title to and risk of loss for Product have passed from Seller to Buyer. Such indemnification and obligation to defend will apply without regard to the cause or causes thereof.
14. **SEVERABILITY:** If any provision of this Contract is determined by a court, arbitral body or institution of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be reformed, modified and interpreted so as to make it valid, legal and enforceable and to most nearly approximate original intent of such provision, with the remainder of the Contract remaining in full force and effect.
15. **APPLICABLE LAW AND JURISDICTION:** (1) All questions arising out of this Contract or its validity, interpretation, performances or breach shall be governed by the laws of Hong Kong SAR without regard to conflicts of law principles or rules. The provisions of the United Nation's Convention on Contracts for the International Sale of Goods shall not apply to the sale of Product under this Contract. (2) Any dispute, controversy or claim arising out of or relating to this Contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Contract ("Disputes") shall be submitted to the exclusive jurisdiction of competent courts of Hong Kong SAR and Buyer agrees to submit to the jurisdiction of such courts, provided that in the event of any dispute arising as a result of nonpayment by Buyer, Seller shall be entitled to submit the dispute to the courts of any country in which Buyer is located. In case courts of Hong Kong SAR lack jurisdiction over Buyer, the Disputes shall then be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration rules in force when the Notice of Arbitration is submitted.



BASELL ASIA PACIFIC LIMITED  
12/F LEE GARDEN  
TWO, 28 YUN PING ROAD, CAUSEWAY  
BAY, HONG KONG CHINA


DATE : October 4, 2015

### QUANTITY AND QUALITY CERTIFICATE

SALE ORDER NO. : 0003912970  
DESCRIPTION OF GOODS : 99.00 MT OF POLYETHYLENE LUPOLEN 2427H  
QUANTITY / NET WEIGHT : 99.000 MT  
TOTAL QUANTITY / NET WEIGHT : 99.000 MT  
TOTAL NO OF BAGS : 3,960  
LC NO : TBHTF1525086171I

WE HEREBY CERTIFY THAT THE ACTUAL SURVEYED QUANTITY / WEIGHT OF SHIPPED GOODS AS ABOVE MENTIONED ARE TRUE AND CORRECT.

WE HEREBY CERTIFY THAT THE MATERIALS SHIPPED AGAINST ABOVE MENTIONED HAVE BEEN TESTED BY OUR LAB AND MEET THE MANUFACTURER'S SPECIFICATIONS FOR THE COMMODITY ITEM(S) MENTIONED ABOVE. WE GUARANTEE PRODUCT MEETS FULL COMMERCIAL SPECIFICATIONS. THE MATERIAL CONFORMS TO ALL CONTRACT STIPULATIONS.

For and on behalf of  
Basell Asia Pacific Limited  
  
Authorized Signature(s)



BASELL ASIA PACIFIC LIMITED  
12/F LEE GARDEN  
TWO, 28 YUN PING ROAD, CAUSEWAY  
BAY, HONG KONG CHINA

DATE : October 4, 2015

### CERTIFICATE OF ANALYSIS

SALE ORDER NO. : 0003912970  
DESCRIPTION OF GOODS : 99.00 MT OF POLYETHYLENE LUPOLEN 2427H  
MANUFACTURER : SAUDI ETHYLENE & POLYETHYLENE COMPANY  
QUANTITY / NET WEIGHT : 99.000 MT  
TOTAL QUANTITY / NET WEIGHT : 99.000 MT  
TOTAL NO OF BAGS : 3,960  
LC NO : TBHTF15250861711

WE HEREBY CERTIFY THAT THE MATERIAL SHIPPED AGAINST ABOVE MENTIONED HAVE BEEN TESTED BY OUR LAB AND MEET THE MANUFACTURER'S SPECIFICATIONS FOR THE COMMODITY ITEM(S) MENTIONED ABOVE. WE GUARANTEE PRODUCT MEETS FULL COMMERCIAL SPECIFICATIONS. THE MATERIAL CONFORMS TO ALL CONTRACT STIPULATIONS.

For and on behalf of  
Basell Asia Pacific Ltd.

  
.....  
Authorized Signature(s)



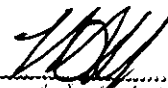
BASELL ASIA PACIFIC LIMITED  
12/F LEE GARDEN  
TWO, 28 YUN PING ROAD, CAUSEWAY  
BAY, HONG KONG CHINA

DATE : October 4, 2015

### CERTIFICATE OF ORIGIN

SALE ORDER NO. : 0003912970  
DESCRIPTION OF GOODS : 99.00 MT OF POLYETHYLENE LUPOLEN 2427H  
QUANTITY / NET WEIGHT : 99.000 MT  
TOTAL QUANTITY / NET WEIGHT : 99.000 MT  
COUNTRY OF ORIGIN : SAUDI ARABIA

WE HEREBY CERTIFY THAT THE GOODS DESIGNATED ABOVE ARE OF SAUDI ARABIA ORIGIN.

For and on behalf of  
Lyondellbasell Asia Pacific Ltd.  
  
Authorized Signatory(s)





BASELL ASIA PACIFIC LIMITED  
12/F LEE GARDEN  
TWO, 28 YUN PING ROAD, CAUSEWAY  
BAY, HONG KONG CHINA

### DETAILED PACKING LIST

**BUYER**

TAN VIET QUANG JSC  
LOT 24 TAN TAO ST., TAN TAO  
INDUSTRIAL ZONE, BINH TAN DIST.,  
HOCHIMINH CITY, VIET NAM.

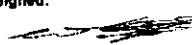
SALE ORDER NO : 0003912970  
P.O. NO : HUB/0915/11  
DATE : October 4, 2015

ITEMS	DESCRIPTION OF GOODS	QUANTITY / NET WEIGHT	GROSS WEIGHT	NO. OF BAGS
		MT	MT	
1	99.00 MT OF POLYETHYLENE LUPOLEN 2427H	99.000	101.4760	3,960
TOTAL		99.000	101.4760	3,960

LC NO : TBHTF15250861711  
REMARKS : PACKING: IN 25KG BAG, WITH PALLET

For and on behalf of  
Basell Asia Pacific Ltd.  
  
Authorized Signatory(s)

## Open Policy of Marine Insurance

<h1 style="font-size: 2em; margin: 0;">Willis</h1> <p style="font-size: 0.8em; margin: 5px 0;">Willis B.V. Insurance Brokers, authorised and regulated by the Autoriteit Financiële Markten (AFM).</p>	<h2 style="margin: 0;">ORIGINAL OPEN POLICY</h2> <p style="font-size: 0.7em; margin: 5px 0;">This insurance shall be governed by and construed in accordance with the law of Netherlands and each party agrees to submit to the exclusive jurisdiction of the Courts of Netherlands in the event of a dispute arising hereunder.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 0.8em;">Policy No. 1507310078784</td> <td style="font-size: 0.8em;">Security Id 18941199003507043</td> </tr> <tr> <td style="font-size: 0.8em;">Open Policy No. 0133370</td> <td style="font-size: 0.8em;">Reference No. 3912970</td> </tr> </table>	Policy No. 1507310078784	Security Id 18941199003507043	Open Policy No. 0133370	Reference No. 3912970	<p>This is to certify that the Underwriters named below have insured the undermentioned goods for the voyage and value stated on behalf of the Named Assured.</p> <p>Allianz Global Corporate &amp; Specialty AG, Hamburg, Germany per Rotterdam: 33.34%          AIG Europe Limited (Netherlands): 33.33%          XL Insurance Company Limited: 33.33%</p>
	Policy No. 1507310078784	Security Id 18941199003507043					
Open Policy No. 0133370	Reference No. 3912970						
<p><b>BASELL ASIA PACIFIC LIMITED - and/or associated and/or affiliated and/or interrelated and/or subsidiary companies - hereinafter known as the Named Assured.</b></p>							
<p><b>Shipped (Per Vessel)</b> Sea - BALTIC STRAIT, 0198-054N</p>	<p><b>Departure / Bill of Lading Date</b> 4/10/2015</p>	<p><b>Insured Value and Currency</b> 130,680.00 USD ONE HUNDRED THIRTY THOUSAND SIX HUNDRED EIGHTY AND 00/100 U.S. Dollars</p>					
<p><b>From (Commencement of Transport)</b> PORT KLANG, MALAYSIA</p>		<p><b>To (Final Destination)</b> HOCHIMINH CITY PORT, VIETNAM</p>					
<p><b>Full Description of Cargo</b> 99.00 MT OF POLYETHYLENE LUPOLEN 2427H</p> <p>NO. OF ORIGINALS- 02</p> <p>L/C NO. TBHTF15250861711</p> <p>SETTLEMENT AGENT LOCATED IN VIETNAM.:          Vietnam Insurance Corporation          Baoviet Saigon, Postfach 23-25 Thai Van Lung, St.          HoChiMinh City,          VIET NAM          TEL: 00848/8211336, 8251500, 829418 oder 2, 8211336          FAX: 00848/8251020</p>							
<p><b>Letter of Credit Conditions</b> INSURANCE COVERING INSTITUTE CARGO CLAUSES A, IRRESPECTIVE OF PERCENTAGE.</p> <p>"Willis B.V. as Agent on behalf of Underwriters"</p> <p>All other terms and conditions as per Open Policy No. number 0133370</p>							
CONDITIONS of INSURANCE							
<p><b>BROKER:</b> Willis B.V. PO Box 12733 1100 AS Amsterdam Zuidoost The Netherlands</p> <p>SPECIAL INSURING CONDITIONS Number 1. - Subject to American Institute Cargo Clauses 32B-10 Sept., 1965 but with Clause No.3 amended to read as follows:          "Against all risks of physical loss of or damage to the subject-matter insured howsoever arising including all leakage and/or shortage and/or difference in weight or volume and/or contamination, howsoever arising."</p> <p>American Institute War Risk Insurance Form 87B-110 February 5, 1981, American Institute Strikes, Riots and Civil Commotions Endorsement 87B-109B April 3 1980, Contamination coverage as provided hereunder is deemed to include loss or damage which renders the subject-matter insured off-specification when such specification is compared to the Assured's standard specification. Excluding contamination by heating coils in respect of jet fuel. Underwriters shall not be liable for:</p> <p>a) any loss that constitutes a mysterious disappearance other than otherwise recoverable transit losses for short and/or non-delivery          b) unexplained shortages and losses discovered upon taking inventory          c) losses arising from the infidelity of the Assured and/or their employees except when in the custody of a bailee or other third party.</p> <p>Termination of Transit Clause (Terrorism) 20/11/01 (JC 2001/056), Institute Marine Policy General Provisions (Cargo) 1/10/82 (CL 269) but with English Law and Practice deleted and replaced by Law and Practice as detailed elsewhere herein, Cargo ISM Endorsement 1/5/98 (JC 1998/019), Cargo ISM Forwarding Charges Clauses (with no additional premium) 4/6/98 (JC 1998/023), Cargo ISPS Endorsement 4/11/04 (JC 2004/050), Cargo ISPS Forwarding Charges Clause (with no additional premium) 4/11/04 (JC 2004/050B), Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 (CL.370) and U.S.A. &amp; Canada Endorsement for the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 (USCAN B 29/01/04):</p> <p>Classification Clause:          Ocean shipments per steamers and/or vessels are not subject to any age limitations provided that the steamer and/or vessel is classed with a Member of the International Association of Classification Societies and is not less than 1,000 net registered tons.          Any shipment that would be covered hereunder but for the provisions of this Classification Clause are held covered on policy terms and conditions at an additional premium as may be negotiated with Underwriters; and the terms of such Classification Clause shall not prejudice any claim hereunder, when presentation of the advice of such claim to the Underwriters is the first indication that a shipment, beyond the control of the Assured, has been made by a vessel which is not covered within the terms of such Classification Clause, provided the appropriate additional premium, if required, is paid as soon as practicable thereafter.</p>							
<p>This Open Policy is not valid unless countersigned</p> <p>IN WITNESS, the undersigned in the capacity of Insurance Brokers acting on behalf &amp; under the authority of the Underwriters listed above have here to set their hand:</p> <p>Signed:</p>  <p>Wilfried Tol Willis B.V., Centerpoint I, Hoogoorddreef 60, 1101 BE Amsterdam-Zuidoost, The Netherlands</p>		<p>For BASELL ASIA PACIFIC LIMITED</p> <p>Place and Date of issue HONG KONG, 2/10/2015</p> <p>Signed</p> 					

## Open Policy of Marine Insurance

# Willis

Willis B.V. Insurance Brokers,  
authorised and regulated by the  
Autoriteit Financiële Markten (AFM).

### ORIGINAL OPEN POLICY

This insurance shall be governed by and construed in accordance with the law of Netherlands and each party agrees to submit to the exclusive jurisdiction of the Courts of Netherlands in the event of a dispute arising hereunder.

<b>Policy No.</b> 1507310078784	<b>Security Id</b> 18941199003507043
<b>Open Policy No.</b> 0133370	<b>Reference No.</b> 3912970
This is to certify that the Underwriters named below have insured the undermentioned goods for the voyage and value stated on behalf of the Named Assured.	
Allianz Global Corporate & Specialty AG, Hamburg, Germany per Rotterdam: 33.34% AIG Europe Limited (Netherlands): 33.33% XL Insurance Company Limited: 33.33%	

**BASELL ASIA PACIFIC LIMITED** - and/or associated and/or affiliated and/or interrelated and/or subsidiary companies - hereinafter known as the Named Assured.

Continued From Previous Page

**CLAIMS REPORTING PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE:**  
In the event of loss or damage which may result in a claim under this insurance, IMMEDIATE notice should be given to the following :

Vietnam Insurance Corporation  
Baoviet Saigon, Postfach 23-25 Thal Van Lung, St., HoChiMinh City  
VIET NAM  
Phone: 00848/8211336, 8251500, 829418 oder 2, 8211336  
Fax: 00848/8251020

**CLAIMS SURVEY & SETTLEMENT:**

In the event of loss or damage for which the Company may be liable, please follow the instructions above right.

The Agents referred to herein are not insurers and are not liable for claims arising on this open policy. The service of legal proceedings upon the Agents is not effective service for the purpose of starting legal proceedings against the Underwriters.

We hereby declare under the authority of Underwriters hereon that an Insurance has been effected for account of: BASELL ASIA PACIFIC LIMITED or Order on interest as specified above valued.

**DOCUMENTATION OF CLAIMS:**

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

1. Original policy or certificate of insurance.
2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
3. Original 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. Short landing and weight notes at final destination.
6. Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

**IMPORTANT: 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 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 effective 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 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 Consignee or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge and/or the equivalent thereof.

Amount of signature(s)



For each copy of the document  
EESCH VEHIC INSURANCE CO.

## Open Policy of Marine Insurance

# Willis

Willis B.V. Insurance Brokers,  
authorised and regulated by the  
Autoriteit Financiële Markten (AFM).

### DUPLICATE OPEN POLICY

This insurance shall be governed by and construed in accordance with the law of Netherlands and each party agrees to submit to the exclusive jurisdiction of the Courts of Netherlands in the event of a dispute arising hereunder.

<b>Policy No.</b> 1507310078784	<b>Security Id</b> 18941199003507043
<b>Open Policy No.</b> 0133370	<b>Reference No.</b> 3912970
This is to certify that the Underwriters named below have insured the undermentioned goods for the voyage and value stated on behalf of the Named Assured.	
Allianz Global Corporate & Specialty AG, Hamburg, Germany per Rotterdam: 33.34%	
AIG Europe Limited (Netherlands): 33.33%	
XL Insurance Company Limited: 33.33%	

**BASELL ASIA PACIFIC LIMITED** - and/or associated and/or affiliated and/or interrelated and/or subsidiary companies - hereinafter known as the Named Assured.

<b>Shipped (Per Vessel)</b> Sea - BALTIC STRAIT, 0198-054N	<b>Departure / Bill of Lading Date</b> 4/10/2015	<b>Insured Value and Currency</b> 130,680.00 USD ONE HUNDRED THIRTY THOUSAND SIX HUNDRED EIGHTY AND 00/100 U.S. Dollars
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<b>From (Commencement of Transport)</b> PORT KLANG, MALAYSIA	<b>To (Final Destination)</b> HOCHIMINH CITY PORT, VIETNAM
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**Full Description of Cargo**  
99.00 MT OF POLYETHYLENE LUPOLEN 2427H

NO. OF ORIGINALS- 02

L/C NO. TBHTF15250861711

**SETTLEMENT AGENT LOCATED IN VIETNAM:**  
Vietnam Insurance Corporation  
Baoviet Saigon, Postfach 23-25 Thai Van Lung, St.  
HoChiMinh City,  
VIET NAM  
TEL: 00848/8211336, 8251500, 829418 oder 2, 8211336  
FAX: 00848/8251020

**Letter of Credit Conditions**  
INSURANCE COVERING INSTITUTE CARGO CLAUSES A, IRRESPECTIVE OF PERCENTAGE.

"Willis B.V. as Agent on behalf of Underwriters"

All other terms and conditions as per Open Policy No. number 0133370

#### CONDITIONS of INSURANCE

**BROKER:**  
Willis B.V.  
PO Box 12733  
1100 AS Amsterdam Zuidoost  
The Netherlands



SPECIAL INSURING CONDITIONS Number 1. - Subject to American Institute Cargo Clauses 32B-10 Sept., 1965 but with Clause No.3 amended to read as follows;  
"Against all risks of physical loss of or damage to the subject-matter insured howsoever arising including all leakage and/or shortage and/or difference in weight or volume and/or contamination, howsoever arising."

American Institute War Risk Insurance Form 87B-110 February 5, 1981, American Institute Strikes, Riots and Civil Commotions Endorsement 87B-109B April 3 1980, Contamination coverage as provided hereunder is deemed to include loss or damage which renders the subject-matter insured off-specification when such specification is compared to the Assured's standard specification. Excluding contamination by heating coils in respect of jet fuel. Underwriters shall not be liable for:


a) any loss that constitutes a mysterious disappearance other than otherwise recoverable transit losses for short and/or non-delivery  
b) unexplained shortages and losses discovered upon taking inventory  
c) losses arising from the infidelity of the Assured and/or their employees except when in the custody of a bailee or other third party.

Termination of Transit Clause (Terrorism) 20/11/01 (JC 2001/056), Institute Marine Policy General Provisions (Cargo) 1/10/82 (CL.269) but with English Law and Practice deleted and replaced by Law and Practice as detailed elsewhere herein, Cargo ISM Endorsement 1/5/98 (JC 1998/019), Cargo ISM Forwarding Charges Clauses (with no additional premium) 4/6/98 (JC 1998/023), Cargo ISPS Endorsement 4/11/04 (JC 2004/050), Cargo ISPS Forwarding Charges Clause (with no additional premium) 4/11/04 (JC 2004/050B), Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 (CL.370) and U.S.A. & Canada Endorsement for the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 (USCAN B 29/01/04):

**Classification Clause:**  
Ocean shipments per steamers and/or vessels are not subject to any age limitations provided that the steamer and/or vessel is classed with a Member of the International Association of Classification Societies and is not less than 1,000 net registered tons.  
Any shipment that would be covered hereunder but for the provisions of this Classification Clause are held covered on policy terms and conditions at an additional premium as may be negotiated with Underwriters; and the terms of such Classification Clause shall not prejudice any claim hereunder, when presentation of the advice of such claim to the Underwriters is the first indication that a shipment, beyond the control of the Assured, has been made by a vessel which is not covered within the terms of such Classification Clause, provided the appropriate additional premium, if required, is paid as soon as practicable thereafter.

<p>This Open Policy is not valid unless countersigned</p> <p>IN WITNESS, the undersigned in the capacity of Insurance Brokers acting on behalf &amp; under the authority of the Underwriters listed above have here to set their hand:</p> <p>Signed:</p>  <p>Wilfried Tol Willis B.V., Centerpoint I, Hoogoorddreef 60, 1101 BE Amsterdam-Zuidoost, The Netherlands</p>	<p>For BASELL ASIA PACIFIC LIMITED</p> <p>Place and Date of Issue HONG KONG, 2/10/2015</p> <p>Signed</p> 
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## Open Policy of Marine Insurance

 <p><b>Willis</b></p> <p>Willis B.V. Insurance Brokers, authorised and regulated by the Autoriteit Financiële Markten (AFM).</p>	<p><b>DUPLICATE OPEN POLICY</b></p> <p>This insurance shall be governed by and construed in accordance with the law of Netherlands and each party agrees to submit to the exclusive jurisdiction of the Courts of Netherlands in the event of a dispute arising hereunder.</p>	<p><b>Policy No.</b> 1507310078784</p>	<p><b>Security Id</b> 18941199003507043</p>
		<p><b>Open Policy No.</b> 0133370</p>	<p><b>Reference No.</b> 3912970</p>
<p><b>BASELL ASIA PACIFIC LIMITED - and/or associated and/or affiliated and/or interrelated and/or subsidiary companies - hereinafter known as the Named Assured.</b></p>		<p>This is to certify that the Underwriters named below have insured the undermentioned goods for the voyage and value stated on behalf of the Named Assured.</p> <p>Allianz Global Corporate &amp; Specialty AG, Hamburg, Germany per Rotterdam: 33.34% AIG Europe Limited (Netherlands): 33.33% XL Insurance Company Limited: 33.33%</p>	

Continued From Previous Page

**CLAIMS REPORTING PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE:**  
In the event of loss or damage which may result in a claim under this insurance, IMMEDIATE notice should be given to the following :

Vietnam Insurance Corporation  
Baoviet Saigon, Postfach 23-25 Thal Van Lung, St., HoChiMinh City  
VIET NAM  
Phone: 00848/8211336, 8251500, 829418 oder 2, 8211336  
Fax: 00848/8251020

**CLAIMS SURVEY & SETTLEMENT:**

In the event of loss or damage for which the Company may be liable, please follow the instructions above right.

The Agents referred to herein are not insurers and are not liable for claims arising on this open policy. The service of legal proceedings upon the Agents is not effective service for the purpose of starting legal proceedings against the Underwriters.

We hereby declare under the authority of Underwriters hereon that an Insurance has been effected for account of: BASELL ASIA PACIFIC LIMITED or Order on Interest as specified above valued.

**DOCUMENTATION OF CLAIMS:**

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

1. Original policy or certificate of insurance.
2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
3. Original 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. Short landing and weight notes at final destination.
6. Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

**IMPORTANT: 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 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 effective 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 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 Consignee or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge and/or the equivalent thereof.

FOR CREDIT ONLY  
BACON VINE ASSOCIATION, INC.  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Number of Shares)

General Conditions (Applicable to all Cargoes)

All terms and conditions as LPO62A Lloyd's Marine Policy (MAR 91)

American Institute War Risk Insurance Form 87B-110 February 5, 1981

American Institute Strikes, Riots and Civil Commotions Endorsement 87B-109B April 3, 1980

Excluding contamination by heating coils in respect of jet fuel.

Underwriters shall not be liable for:

- a) any loss that constitutes a mysterious disappearance other than otherwise recoverable transit losses for short and/or non-delivery
- b) unexplained shortages and losses discovered upon taking inventory
- c) losses arising from the infidelity of the Assured and/or their employees except when in the custody of a bailee or other third party.

Termination of Transit Clause (Terrorism) 20/11/01 (JC 2001/056)

Institute Marine Policy General Provisions (Cargo) 1/10/82 (CL269) but with English Law and Practice deleted and replaced by Law and Practice as detailed elsewhere herein.

Cargo ISM Endorsement 1/5/98 (JC 1998/019)

Cargo ISM Forwarding Charges Clauses (with no additional premium) 4/6/98 (JC 1998/023)

Cargo ISPS Endorsement 4/11/04 (JC 2004/050)

Cargo ISPS Forwarding Charges Clause (with no additional premium) 4/11/04 (JC 2004/050B)

Contamination coverage as provided hereunder is deemed to include loss or damage which renders the subject-matter insured off-specification when such specification is compared to the Assured's standard specification.

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 (CL370)

U.S.A. & Canada Endorsement for the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 (USCAN B 29/01/04):

This policy is subject to the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 (RACCBE). The inclusion of RACCBE in this policy is material to Underwriters' willingness to provide coverage at the quoted terms, conditions and rates.

It is the intent of the parties to give maximum effect to RACCBE as permitted by law.

In the event that any portion of RACCBE may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, the remainder shall remain in full force and effect under the laws of that state, territory, district, commonwealth or possession, province or territory. Further, any such finding shall not alter the enforceability of RACCBE under the laws of any other state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, to the fullest extent permitted by applicable law.

**Attachment / Termination of Transit Clause:**

The insurance hereunder attaches from the time the subject-matter becomes the Assured's risk or the Assured assumes interest and continues whilst the subject-matter is in transit and/or in temporary storage or during packing, repacking, consolidation, deconsolidation, preparation, distribution and/or redistribution operations or elsewhere and until the Assured's risk and/or interest finally ceases.

Including risks in Customs as required, and/or transshipment, craft and/or barge risks, when customary. Also including loss of or damage to the subject-matter during all loading and unloading operations and, in the case of containers, during the stuffing and unstuffing thereof.

Including whilst in transit to or from and whilst located at demonstrations, exhibitions, trade fairs or similar displays and/or whilst on consignment.

War Risks cover (as provided for by the inclusion of the relevant American Institute Clauses specified above) shall always be subject to the provisions regarding attachment and termination of risk incorporated in the said clauses. Additionally, the terms of the Termination of Transit (Terrorism) Clause shall remain paramount.

**Brands Clause:**

The Assured shall have full rights to possession of all goods bearing embossed or indented brands or labels or other permanent markings identifying the Assured as the manufacturer thereof, or the sale of which carries or implies a guarantee of the supplier or of the Assured, or exclusive or secret formulas that may be involved in any loss hereunder, and shall retain control of all such goods.

On shipments covered hereunder, Underwriters are to pay a total loss on any and all goods or containers damaged by risks insured against, which the Assured elects to either destroy or return to their factory, or recondition, Underwriters being entitled to such salvage as may be obtained.

In the event of damaged interests hereunder being repaired, where repairs by any other party would prejudice the rights of the Assured in terms of the manufacturer's guarantee, warranty or similar proviso, the Assured may stipulate the repairers to be used and the manner and place of repair.

The Assured shall be the sole judge as to whether the goods involved in any loss hereunder are suitable for marketing and no goods deemed by the Assured to be unfit for marketing shall be sold or otherwise disposed of except by the Assured or with the Assured's consent, but the Assured shall allow Underwriters any salvage obtained on any sale or other disposition of such goods.



**Classification Clause:**

Ocean shipments per steamers and/or motor vessels are subject to the Classification Clause as follows;

**Shipped on:**

- (1) metal-hulled, self-propelled vessels which are not over 25 years of age nor less than 1000 net registered tons and which are classed A1 American Record or equivalent by a Member of the International Association of Classification Societies; or
- (2) vessels over 25 years of age which are approved by Underwriters, and which are not less than 1000 net registered tons and classed as in (1) above, but only while operating in their regular trades;

but in either case excluding vessels built;

- a) for service on the Great Lakes;
- b) solely for military or naval service; or
- c) for the carriage of dry bulk or liquid bulk cargoes, and which are more than 25 years of age, unless specifically approved by this Company.

Any shipment that would be covered hereunder but for the provisions of this Classification Clause are held covered on policy terms and conditions at an additional premium as may be negotiated with Underwriters; and the terms of such Classification Clause shall not prejudice any claim hereunder, when presentation of the advice of such claim to the Underwriters is the first indication that a shipment, beyond the control of the Assured, has been made by a vessel which is not covered within the terms of such Classification Clause, provided the appropriate additional premium, if required, is paid as soon as practicable thereafter.

**Civil Authority Clause:**

Notwithstanding anything contained in this contract, it is understood and agreed that property which is insured hereunder is also covered against the risk of damage or destruction by civil authority during a conflagration or for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by War perils elsewhere excluded herein.

**Debris Removal Clause:**

This contract covers expenses incurred for the removal of all debris and destruction of the property covered hereunder which may be occasioned by loss caused by any of the perils insured except that these Underwriters shall not be liable under this contract or clause for such cost amounting to more than 15% of the insured value of the merchandise, it is agreed that this indemnity is additional to the overall limit agreed hereunder.

**Deliberate Damage - Pollution Hazard Clause:**

This contract is extended to cover loss of or damage to the property insured hereunder directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided the accident or occurrence, which required governmental action, constituted a peril insured herein.

This coverage shall not increase the limits of liability provided for in this contract.

**Fumigation Clause:**

In the event of loss or damage to the interest insured caused by fumigation, these Underwriters agree to indemnify the Assured for such loss or damage, and the Assured hereby agrees to subrogate to these Underwriters any recourse they may have for recovery of such loss or damage from others, but this clause does not extend to cover loss or damage caused by customary fumigation applied prior to or at inception of risk.

**General Average Clause:**

This insurance covers General Average, Salvage and Salvage Charges, adjusted or determined according to the contract of Affreightment and governing law and practice, incurred to avoid or in the connection with the avoidance of loss recoverable hereunder.

For the purpose of claims for General Average Contribution and Salvage Charges recoverable hereunder the subject matter insured shall be deemed to be insured for its full contributory value with any claims arising hereunder recoverable in full irrespective of any excess or deductible hereunder.

Where there is a retention by the Assured, Underwriters agree to provide security on behalf of the Assured.

**Sea/Air Worthiness Admitted Clause:**

The seaworthiness of the vessel or craft and the fitness of the vessel, craft, conveyance, lift van/container or aircraft for the safe carriage of the subject matter insured is admitted as between the Assured and Underwriters. 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.

**Sue and Labour Clause:**

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary 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 merchandise, or any part thereof without prejudice to this insurance. The acts of the Assured or Underwriters, in recovering, saving and preserving the property insured in case of disaster, shall not be considered a waiver or an acceptance of abandonment. Underwriters will contribute to the charges according to the rate and quantity of the sum herein insured.



# EVERGREEN LINE

A Joint Service Agreement

# BILL OF LADING

NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

ORIGINAL

(2) Shipper/Exporter (complete name and address) <b>BASELL ASIA PACIFIC LTD. 12/F LEE GARDEN TWO 28 YUN PING ROAD, CAUSEWAY BAY, HONG KONG CHINA.</b>	(5) Document No. <b>091530294897</b>
	(6) Export References <b>0003912970</b>

(3) Consignee (complete name and address) (unless provided otherwise, a consignment To Order means To Order of Shipper) <b>TO THE ORDER OF SACOMBANK - TAN BINH BRANCH</b>	(7) Forwarding Agent
---	----------------------

(4) Notify Party (complete name and address) <b>TAN VIET QUANG JSC LOT 24 TAN TAO ST., TAN TAO INDUSTRIAL ZONE, BINH TAN DIST., HOCHIMINH CITY, VIET NAM</b>	(8) Point and Country of Origin (for the Merchant's reference only)
	(9) Also Notify Party (complete name and address)

(12) Pre-carriage by	(13) Place of Receipt/Date <b>PORT KLANG</b>	In Witness Whereof, the undersigned, on behalf of the Carrier and Vessel Provider, Evergreen Marine Corp. (Taiwan) Ltd., has signed the number of Bill(s) of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void. (10) Onward Inland Routing/Export Instructions (which are contracted separately by Merchants entirely for their own account and risk)
(14) Ocean Vessel/Voy. No. <b>BALTIC STRAIT 0198-054N</b>	(15) Port of Loading <b>PORT KLANG MALAYSIA</b>	
(16) Port of Discharge <b>HOCHIMINH CITY PORT, VIETNAM</b>	(17) Place of Delivery <b>CAT LAI PORT</b>	

Particulars furnished by the Merchant

(18) Container No. And Seal No. Marks & Nos	(19) Quantity And Kind of Packages	(20) Description of Goods	(21) Measurement (M) Gross Weight (KGS)
<u>CONTAINER NO./SEAL NO.</u>			<b>148.5000 CBM 101,476.000 KGS</b>
<b>GLDU7441349/40H/0384045 / EITU1098805/40H/0384048 / EMCU9824132/40H/AM30088491/ FCIU9539631/40H/0384061 / 4 X 40H</b>	<b>990 BAGS 990 BAGS 990 BAGS 990 BAGS</b>	<b>25369.000 KGS 37.1250 CBM (HI-CUBE) 25369.000 KGS 37.1250 CBM (HI-CUBE) 25369.000 KGS 37.1250 CBM (HI-CUBE) 25369.000 KGS 37.1250 CBM (HI-CUBE)  99.00 MT OF POLYETHYLENE LUPOLEN 2427H  PACKING: IN 25KG BAG, WITH PALLET  LC NO: TBHTF15250861711  FREIGHT PREPAID * THE BALANCE OF BILL OF LADING SEE ATTACHED LIST * TOTAL NUMBER OF ATTACHED 1 PAGE "OCEAN FREIGHT PREPAID AT DAMMAM" SHIPPER'S LOAD &amp; COUNT 3960 BAGS</b>	
(22) TOTAL NUMBER OF CONTAINERS OR PACKAGES (IN WORDS) <b>FOUR (4) CONTAINERS ONLY</b>			(23) Declared Value \$ If Merchant enters actual value of Goods and pays the applicable ad valorem tariff rate, Carrier's package limitation shall not apply

(24) FREIGHT & CHARGES	Revenue Tons	Rate	Per	Prepaid	Collect
		<b>AS</b>	<b>ARRANGED</b>		

(25) B/L NO. <b>EGLV 091530294897</b>	(27) Number of Original B(s)/L <b>THREE (3)</b>	(29) Prepaid at <b>DAMMAM</b>	(30) Collect at
	(28) Place of B(s)/L Issue/Date <b>SHAH ALAM OCT. 04, 2015</b>	(31) Exchange Rate <b>US\$1=SAR3.7502485</b>	(32) Exchange Rate

(26) Laden on Board <b>FCL/FCL O/O</b>	(33) Laden on Board <b>OCT. 04, 2015 BALTIC STRAIT 0198-054N PORT KLANG MALAYSIA</b>	<b>EVERGREEN MARINE CORP. (MALAYSIA) SDN BHD</b> As agent for the Carrier and the Vessel Provider Evergreen Marine Corp. (Taiwan) Ltd. doing business as "Evergreen Line"
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FORM NO. DOC-100407

TERMS OF BILL OF LADING ARE CONTINUED ON THE BACK HEREOF AND ENLARGED VERSION OF BACK IS AVAILABLE ON [www.evergreen-line.com](http://www.evergreen-line.com)

(2)



# EVERGREEN LINE

# ATTACHMENT

A Joint Service Agreement

M.V. BALTIC STRAIT 0198-054N

B/L NO. EGLV091530294897

ATTACHED LIST PAGE :1/1

(18) Container No. And Seal no. Mark & Nos. (19) Quantity And Kind of Packages

(20) Description of Goods

THE NAME AND ADDRESS OF SHIPPING  
AGENT LOCATED IN HOCHIMINH, VIETNAM

EVERGREEN SHIPPING AGENCY (VIETNAM)  
CORPORATION (HOCHIMINH OFFICE)  
11FL, FIDECO TOWER, NO.81-85  
HAM NGHI ST., NGUYEN THAI BINH WARD,  
DIST 1, HO CHI MINH CITY, VIETNAM  
TEL:84-8-39111026 FAX:84-8-39111012  
E-MAIL:csd-imp@evergreen-shipping.com.vn





# EVERGREEN LINE

A Joint Service Agreement

# BILL OF LADING

NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

ORIGINAL

(2) Shipper/Exporter (complete name and address) <b>BASELL ASIA PACIFIC LTD. 12/F LEE GARDEN TWO 28 YUN PING ROAD, CAUSEWAY BAY, HONG KONG CHINA.</b>		(5) Document No. <b>091530294897</b>
(3) Consignee (complete name and address) (unless provided otherwise, a consignment 'To Order' means To Order of Shipper) <b>TO THE ORDER OF SACOMBANK - TAN BINH BRANCH</b>		(6) Export References <b>0003912970</b>
(4) Notify Party (complete name and address) <b>TAN VIET QUANG JSC LOT 24 TAN TAO ST., TAN TAO INDUSTRIAL ZONE, BINH TAN DIST., HOCHIMINH CITY, VIET NAM</b>		(7) Forwarding Agent
(12) Pre-carriage by		(8) Point and Country of Origin (for the Merchant's reference only)
(14) Ocean Vessel/Voy. No. <b>BALTIC STRAIT 0198-054N</b>	(13) Place of Receipt/Date <b>PORT KLANG</b>	(9) Also Notify Party (complete name and address)
(16) Port of Discharge <b>HOCHIMINH CITY PORT, VIETNAM</b>	(15) Part of Loading <b>PORT KLANG MALAYSIA</b>	
	(17) Place of Delivery <b>CAT LAI PORT</b>	

In Witness Whereof, the undersigned, on behalf of the Carrier and Vessel Provider, Evergreen Marine Corp. (Taiwan) Ltd., has signed the number of Bill(s) of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.  
[10] Onward Inland Routing/Export Instructions (which are contracted separately by Merchants entirely for their own account and risk)

Particulars furnished by the Merchant

(18) Container No. And Seal No. Marks & Nos	(19) Quantity And Kind of Packages	(20) Description of Goods	(21) Measurement (M <sup>3</sup> ) Gross Weight (KGS)
CONTAINER NO./SEAL NO.			<b>148.5000 CBM 101,476.000 KGS</b>
<b>GLDU7441349/40H/0384045 / EITU1098805/40H/0384048 / EMCU9824132/40H/AM30088491/ FCIU9539631/40H/0384061 / 4 X 40H</b>	<b>990 BAGS 990 BAGS 990 BAGS 990 BAGS</b>	<b>25369.000 KGS 37.1250 CBM (HI-CUBE) 25369.000 KGS 37.1250 CBM (HI-CUBE) 25369.000 KGS 37.1250 CBM (HI-CUBE) 25369.000 KGS 37.1250 CBM (HI-CUBE)  99.00 MT OF POLYETHYLENE LUPOLEN 2427H  PACKING: IN 25KG BAG, WITH PALLET  LC NO: TBHTF1525086171I  FREIGHT PREPAID * THE BALANCE OF BILL OF LADING SEE ATTACHED LIST * TOTAL NUMBER OF ATTACHED 1 PAGE "OCEAN FREIGHT PREPAID AT DAMMAM" SHIPPER'S LOAD &amp; COUNT 3960 BAGS</b>	
(22) TOTAL NUMBER OF CONTAINERS OR PACKAGES (IN WORDS) <b>103479</b>	<b>FOUR (4) CONTAINERS ONLY</b>		

(23) Declared Value \$  
If Merchant enters actual value of Goods and pays the applicable ad valorem tariff rate Carrier's package limitation shall not apply

(24) FREIGHT & CHARGES	Revenue Tons	Rate	Per	Prepaid	Collect
		<b>AS</b>	<b>ARRANGED</b>		

(25) B/L NO. <b>EGLV 091530294897</b>	(27) Number of Original B(s)/L <b>THREE (3)</b>	(29) Prepaid at <b>DAMMAM</b>	(30) Collect at
(26)	(28) Place of B(s)/L Issue/Date <b>SHAH ALAM OCT. 04, 2015</b>	(31) Exchange Rate <b>US\$1=SAR3.7502485</b>	(32) Exchange Rate
(23) Laden on Board <b>OCT. 04, 2015 BALTIC STRAIT 0198-054N PORT KLANG MALAYSIA</b>	<b>EVERGREEN MARINE CORP. (MALAYSIA) SDN BHD</b> As agent for the Carrier and the Vessel Provider Evergreen Marine Corp. (Taiwan) Ltd. doing business as "Evergreen Line"		

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FORM NO. DOC-100407

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# EVERGREEN LINE

# ATTACHMENT

A Joint Service Agreement

M.V. BALTIC STRAIT 0198-054N  
(18) Container No. And Seal no. Mark & Nos.

B/L NO. EGLV091530294897

ATTACHED LIST PAGE :1/1

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(20) Description of Goods

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EVERGREEN SHIPPING AGENCY (VIETNAM)  
CORPORATION (HOCHIMINH OFFICE)  
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DIST 1, HO CHI MINH CITY, VIETNAM  
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# EVERGREEN LINE

A Joint Service Agreement

# BILL OF LADING

NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

## ORIGINAL

(2) Shipper/Exporter (complete name and address) <b>BASELL ASIA PACIFIC LTD. 12/F LEE GARDEN TWO 28 YUN PING ROAD, CAUSEWAY BAY, HONG KONG CHINA.</b>		(5) Document No. <b>091530294897</b>
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(12) Pre-carriage by		In Witness Whereof, the undersigned, on behalf of the Carrier and Vessel Provider, Evergreen Marine Corp. (Taiwan) Ltd., has signed the number of Bill(s) of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void. (10) Onward inland Routing/Export Instructions (which are contracted separately by Merchants entirely for their own account and risk)
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# EVERGREEN LINE

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