

MV “APL England” Class Action
St John Ambulance Australia Ltd v CMB Ocean 13 Leasing Co Pte Ltd & APL Co Pte Ltd
NSD66/2021

Why is this letter important?

This letter has been sent to you because you are named as a group member of the MV “APL England” Class action. As a group member you have legal rights that may be affected by the proposed settlement of the action.

This letter has been approved by the Federal Court of Australia and is being sent to you to give notice of the proposed settlement of all class members’ claims. The Court has directed that it be sent to all group members in the MV “APL England” class action. It is important that you read this letter carefully as it relates to the proposed settlement of the class action and your options to either object or express support for the proposed settlement or alternatively your option to opt out of the proceedings.

Any questions you have concerning the matters contained in this letter should **not** be directed to the Court. If there is anything in this letter that you do not understand you should seek legal advice.

Note that if you oppose the Court approving the proposed settlement as discussed hereunder, you are required to take action by 27 April 2022.

1. The Incident

On 24 May 2020, the vessel MV “APL England” (**the Vessel**) suffered a significant container stow collapse whilst sailing off the east coast of New South Wales. A number of containers were lost overboard and/or damaged as a result (**the Incident**). You are receiving this letter because you may have suffered loss or damage or had an insurance claim paid to you due to the damage to, loss or delay in delivery of one or more containers from the Vessel.

2. What is the class action?

In this class action, St John Ambulance, Kmart Australia Limited, Fire Safety Equipment Pty Ltd, Ilana Accessories Australia Pty Ltd, Reece Pty Ltd, Saferoads Pty Ltd (**the Applicants**) make claims for compensation for loss on their own behalf and on behalf of a class of persons (**group members**) who have similar claims against a respondent, here, the **carriers**, being one or more of:

- CMB Ocean 13 Leasing Co Pte Ltd (**CMB**) – as the owner of the Vessel as at 24 May 2020;
- APL Co Pte Ltd (**APL**) – as the demise charterer of the Vessel as at 24 May 2020;
- ANL Singapore Pte Ltd (**ANL**) – as a contractual carrier;
- COSCO Shipping Lines Co., Ltd (**COSCO**) – as a contractual carrier;
- Orient Overseas Container Line Limited trading as Orient Overseas Container Line (**OOCL**) – as a contractual carrier;
- Shanghai Supreme International Freight Forwarding Co., Ltd (**Shanghai Supreme**) – as a contractual carrier;
- C.H. Robinson International, Inc. and C.H. Robinson Freight Services, Ltd trading as CHRystal Lines (**CHRystal**) – as a contractual carrier; and
- China Great Logistics Co., Ltd (**China Great Logistics**) – as a contractual carrier.

You and other insured persons whose cargo was lost, damaged or delayed as a result of the Incident, together with your cargo insurer, are likely to have similar claims against the carriers. All group members are listed in **Schedule B**.

Importantly, individual group members in a class action, like you, have no responsibility to pay any legal

costs associated with the class action in the Court. The Insurers are **solely responsible** for all of those costs, including any costs that the Court orders it to pay to the carriers.

3. What is this class action about?

St John Ambulance has commenced a class action in the Federal Court of Australia against the carriers (CMB and APL).

Each group member was the shipper or consignee of one or more of the insured cargoes carried on the vessel. You are receiving this letter because you are a group member (as defined in Schedule B) as:

- you have been indemnified under cargo insurance policies by any of NTI Ltd; Chubb Insurance Australia Ltd; QBE Insurance (Australia) Ltd; AIG Australia Ltd; AIG Insurance Co China Ltd; HDI Global SE; Zurich Australia Insurance Ltd; and Royal and Sun Alliance Insurance (**the Insurers**). Your insurer has a right under your policy to bring a subrogated claim to recover the amount it has paid to you that is now included in the class action. Your policy of cargo insurance gives the insurer the right to be subrogated pursuant to section 85 of the *Marine Insurance Act 1909* (Cth) to recover amounts paid to indemnify you for damage to or loss of your cargo; and
- your insurer has engaged Mills Oakley directly to pursue recovery on your behalf, up to the amount your insurer paid or is liable to pay you under your policy.

The class action is seeking compensation for damage to, or delay in delivery of, cargo of group members that was:

- carried onboard the Vessel during voyage number 093S from Ningbo, China to Melbourne, Australia (**the Voyage**); and
- lost or damaged or delayed as the result of the Incident.

The common question in the proceedings is whether the carriers (CMB and/or APL) breached their duties as bailees of goods carried on board the Vessel during the Voyage, by failing to deliver the cargo in the same good order and condition as when the cargo was received on the Vessel, or delaying its delivery.

CMB and APL deny liability for the loss and damage to cargo on the basis that heavy weather encountered during voyage caused the container stow collapse and any loss or damage to the cargo. In addition, CMB denies liability as they did not contract to carry the cargo. APL also deny liability, asserting they are protected by circular indemnity clauses within the contracts of carriage between themselves and the contractual carriers being ANL, COSCO and OOCL. Given CMB and APL's defence and cross-claim against the major carriers, all major carriers (ANL, COSCO, OOCL) as well as minor carriers that failed to provide time extensions (Shanghai Supreme, CHRistal, China Great Logistics) were added to the proceedings to preserve group members claims in contract for damage to various cargo. These additional parties are the relevant entities that CMB and APL claim an indemnity from.

ANL, COSCO, OOCL and CHRistal have been active in the proceedings and have filed pleadings. Shanghai Supreme and China Great Logistics have not accepted service of proceedings and have not participated in the class action.

On 15 December 2021, 20 December 2021, 22 March 2022 and 23 March 2022, the Applicants, CMB, APL, ANL, COSCO, OOCL, and CHRistal mediated the matter and agreed to settle the class action for AUD\$2,040,000 inclusive of interests and costs (**the Claim Settlement Amount**), as more fully set out in the proposed Settlement Agreement.

As you may be aware from the Opt Out Notice, Group members are "bound" by the outcome in a class

action, unless they have opted out of the proceeding. A binding result can occur as the result of either a **judgment** following a trial, or a **settlement** at any time. If there is a judgment or a settlement of a class action, group members will not be able to pursue the same claims and may not be able to pursue similar or related claims against the carriers in other legal proceedings. Group members should note that:

- in a **judgment** following a trial, the Court will decide various factual and legal issues in respect of the claims made by St John Ambulance and group members. Unless those decisions are successfully appealed, they will bind St John Ambulance, group members and the carriers. Importantly, if there are other proceedings between a group member and the carriers, it may be that neither of them will be permitted to raise arguments in that proceeding which are inconsistent with a factual or legal issue(s) decided in the class action;
- in a **settlement** of the class action, the settlement may answer the common question(s) in a way that will extinguish all rights to compensation which a group member might have against the carriers that arise in any way out of the events or transactions which are the subject-matter of the class action (here, the Incident).

NOTE: If your cargo insurer has paid your claim in full for loss or damage arising from the Incident, it is entitled to seek to recover that payment in your name in the class action. But, if your cargo insurer either has not paid you yet or your cargo insurance did not cover all of the loss or damage that you claim to have suffered as a result of the Incident, you (and possibly your insurer) can participate in the class action to seek further compensation or damages for those amounts.

4. Terms of the proposed settlement

St John Ambulance, Kmart Australia Limited, Fire Safety Equipment Pty Ltd, Ilana Accessories Australia Pty Ltd, Reece Pty Ltd, Saferoads Pty Ltd, CMB, APL, ANL, COSCO, OOCL, CHRistal, Shanghai Supreme and China Great Logistics wish to settle the class action (in full and final settlement and inclusive of interest and costs) and discontinue the proceedings no. NSD66/2021 on the terms set out in the proposed Settlement Agreement.

No portion of the Claim Settlement Amount is to be retained by the legal representatives of the Applicants for the payment of legal fees or disbursements. All legal fees and disbursements are being met by the insurers separately.

In exchange for the settlement amount the insurers have agreed to release CMB, APL, ANL, COSCO, OOCL, CHRistal, Shanghai Supreme and China Great Logistics, as well as carriers which were not named in the proceedings from any claims which they had which arose out of the claims made in the proceedings, the bills of lading on which those claims were based, the cargo for which claims in the proceedings related to and any other claims arising out of the proceedings.

In addition, the Insurers have agreed to indemnify CMB, APL, ANL, COSCO, OOCL, CHRistal, Shanghai Supreme and China Great Logistics, as well as carriers which were not named in the proceedings, for any loss or liability if a person later brings a claim against any of CMB, APL, ANL, COSCO, OOCL, CHRistal, Shanghai Supreme and China Great Logistics, as well as carriers which were not named in the proceedings, for claims which are in breach of the Settlement Agreement. There has not been an agreement for any of the group members to give an indemnity, this means that you will not be required to pay any indemnity amount if a later claim is made.

The Claim Settlement Amount has been apportioned between each container that was lost or damaged as a result of the Incident in proportion to their loss as set out in Table 1 below.

TABLE 1 – Amounts for the settlement of each claim (by consignee)

'AAA' Container	'BBB' Bill of Lading	'CCC' Contractual Carrier	'DDD' Consignee	'EEE' Insurer	'FFF' Claim Amount AUD (\$)	'GGG' Proportion of Settlement Amount AUD (\$)
CBHU9465504	SPNB20050444 COSU6262669890	Shanghai Supreme International Freight Forwarding Co., Ltd	Ilana Accessories Australia Pty Ltd	Chubb	105,491.46	93,474.48
MAGU5358603	COSU6262486090	Cosco Shipping Lines Co., Ltd	Kmart Australia Limited	QBE	47,810.65	42,364.34
OOLU9882930	OOLU2112389610	Orient Overseas Container Line	Coles Supermarkets Australia Pty Ltd	QBE	35,600.00	31,544.65
CSLU1959179	MBL: COSU6262633250 HBL: SHNGBA002934	KLN Container Line Ltd	MITRE 10 AUSTRALIA PTY LTD (Metcash Limited)	NTI	34,252.84	30,350.95
TLLU4631973	WBYE523942A	ANL Singapore Pte Ltd	St John Ambulance Australia	NTI	884,292.42	783,558.91
CMAU5864730	WBYE523942B	ANL Singapore Pte Ltd	St John Ambulance Australia	NTI	190,619.16	168,904.92
OOLU9975273	OOLU2112389610	Orient Overseas Container Line	Coles Supermarkets Australia Pty Ltd	QBE	35,600.05	31,544.70
OOLU0240204	OOLU2112484810	Orient Overseas Container Line	Koya Wheels (BOL) Koya Corporation Pty Ltd (insured)	AIG	57,873.78	51,281.13
CBHU9453709	COSU6262595320	Cosco Shipping Lines Co., Ltd	Kmart Australia Limited	QBE	2,164.11	1,917.59
CSNU6580272	COSU6262486090	Cosco Shipping Lines Co., Ltd	Kmart Australia Limited	QBE	32,149.05	28,486.82
OOCU6999510	OOLU2112189700	Orient Overseas Container Line	Coles Supermarkets Australia Pty Ltd	QBE	4,527.44	4,011.70
OOCU7748037	OOLU2112189700	Orient Overseas Container Line	Coles Supermarkets Australia Pty Ltd	QBE	12,418.07	11,003.47
CMAU6008657	TNGB4993629	Toll Global Forwarding (Hong Kong) Limited	Disruptive Packaging Pty Ltd	Chubb	44,089.23	39,066.84

'AAA' Container	'BBB' Bill of Lading	'CCC' Contractual Carrier	'DDD' Consignee	'EEE' Insurer	'FFF' Claim Amount AUD (\$)	'GGG' Proportion of Settlement Amount AUD (\$)
OOLU8520562	Ocean Bill: OOLU2639135320 House Bill: RK2005682754	Visa Global Logistics Pty Ltd	Nick Scali Furniture	AIG	6,481.04	5,742.76
TGBU5197876	Ocean Bill: OOLU2639135320 House Bill: RK2004688422	Visa Global Logistics Pty Ltd	Nick Scali Furniture	AIG	7,413.04	6,568.59
TLLU4941080	OOLU2112415010	Orient Overseas Container Line	Woolworths Group Limited Trading as Big W	Zurich	22,543.93	19,975.86
OOLU8426793	HBL: SAF200502564 MBL: OOLU2638998080	Speedasia Forwarding (Shenzen) Company Ltd.	Life Interiors Pty Ltd	NTI	957.01	847.99
SEGU6049579	TNGB5000154 TNGB4987173	Toll Global Forwarding (Hong Kong) Limited	Bookleaf Pty Ltd t/as Holman Industries	NTI	113,380.01	100,464.41
CCLU7963241	S000007596	Westbound Logistics Services (China) Limited	Universal Gift Trader t/as Woodtree	Chubb	8,159.16	7,229.72
OOLU4286728	OOLU2029232140	Orient Overseas Container Line	Oriental Merchant Pty Ltd	NTI	32,656.98	28,936.88
CBHU4043698	OOLU2639128600	Orient Overseas Container Line	Fire Safety Equipment Australia Pty Ltd	NTI	92,976.29	82,384.97
CSNU6201677	COSU6262487020	Cosco Shipping Lines Co Ltd	Solargain PV Pty Ltd	AIG	73,970.68	65,544.37
CBHU4043065	HNBSE2005094	Helka Global Logistics Ltd	Linkware (Australia) Pty Ltd	NTI	7,840.42	6,947.28
CBHU9179060	SPNB20042988	Shanghai Supreme International Freight Forwarding Co., Ltd	Airchange Australia Pty Ltd	NTI	70,327.97	62,316.61
TRHU2944375	TNGB4991088	Toll Global Forwarding Hong Kong Limited	Kogan Australia Pty Ltd	QBE	13,478.95	11,943.51
CMAU4179500	NGBMEL00271304 NGBMEL00271305	ACA International (Shanghai) Limited	LINCRAFT AUSTRALIA PTY LTD	Chubb	1,695.70	1,502.54
CSLU2031385	COSU6882921440	Cosco Shipping Lines Co	Unipak Pty Ltd	AIG	34,042.04	30,164.17

'AAA' Container	'BBB' Bill of Lading	'CCC' Contractual Carrier	'DDD' Consignee	'EEE' Insurer	'FFF' Claim Amount AUD (\$)	'GGG' Proportion of Settlement Amount AUD (\$)
		Ltd				
DFSU7460315	CK2005698835A CK2005698835B CK2005698835C CK2005698835D CK2005698835E	Visa Global Logistics Pty Ltd	ARLEC AUSTRALIA PTY LTD	QBE	38,974.74	34,534.96
EUGU2100279	COSU6262900530	Cosco Shipping Lines Co Ltd	Flamestop Australia Pty Ltd	NTI	32,824.13	29,084.99
SEGU4816521	House: CGLSZE20050177 Ocean: WBHY059174	China Great Logistics Co Ltd	Saferoads Pty Ltd	HDI	23,129.53	20,494.75
CMAU4994684	320316431TAO WGGA001772	CHRistal Lines	Reece Australia Pty Ltd	Chubb	25,011.23	22,162.09
CMAU5179280	320316431TAO WGGA001772	CHRistal Lines	Reece Australia Pty Ltd	Chubb	24,942.20	22,100.93
TCNU7582399	321578370TAO WGGA001773	CHRistal Lines	Reece Australia Pty Ltd	Chubb	15,798.94	13,999.22
TCNU9748241	320316675TAO WGGA001744	CHRistal Lines	Reece Australia Pty Ltd	Chubb	15,369.16	13,618.39
MAGU5644232	4359-0120-004.170 Ocean Bill - OOLU2112403920	Blue Anchor Line and Kuehne & Nagel (as agents)	Britax Childcare Pty Ltd	Reclaim	75,461.41	66,865.28
OOCU7000404	4359-0120-004.170 Ocean Bill - OOLU2112403920	Blue Anchor Line and Kuehne & Nagel (as agents)	Britax Childcare Pty Ltd	Reclaim	77,937.43	69,059.25

5. Group members who benefit from settlement

The Insurers of all group members who have paid an indemnity for the loss or damage to cargo on the Vessel benefit from the settlement in proportion to the amount paid to group members to indemnify them for their losses sustained as a result of the Incident.

Proposed distribution of settlement

The Claim Settlement Amount has been apportioned between each container that was lost or damaged as a result of the Incident in proportion to their loss as set out in Table 1 above. Each Container was then allocated to its respective insurer as outlined in "TABLE 2 – Amounts to be distributed to each Insurer" below. The settlement benefits the insurers, who have recovered approximately 80% of the amount it has paid to you for damage to or loss of your cargo, plus recoverable costs. **Section 3** above, explains the insurers right to recover amounts paid to indemnify you for damage to or loss of your cargo.

TABLE 2 – Amounts to be distributed to each Insurer

Insurer	Bills of Lading	Indemnity Amount AUD (\$)
NTI	MBL: COSU6262633250; HBL: SHNGBA002934; WBYE523942A; WBYE523942B; HBL: SAF200502564; MBL: OOLU2638998080; TNGB5000154; TNGB4987173; OOLU2029232140; OOLU2639128600; HNBSE2005094; SPNB20042988; COSU6262900530	\$ 1,293,797.93
Chubb	SPNB20050444; COSU6262669890; TNGB4993629; S000007596; NGBMEL00271304; NGBMEL00271305; 320316431TAO; WGGA001772; 321578370TAO; WGGA001773; 320316675TAO; WGGA001744	\$ 213,154.20
QBE	COSU6262486090; OOLU2112389610; COSU6262595320; OOLU2112189700; TNGB4991088; CK2005698835A; CK2005698835B; CK2005698835C; CK2005698835D; CK2005698835E	\$ 197,351.73
AIG	OOLU2112484810; Ocean Bill: OOLU2639135320; House Bill: RK2005682754; House Bill: RK2004688422; COSU6262487020; COSU6882921440	\$ 159,301.01
Reclaim	4359-0120-004.170; OB - OOLU2112403920	\$ 135,924.53
HDI	House: CGLSZE20050177; Ocean: WBHY059174	\$ 20,494.75
Zurich	OOLU2112415010	\$ 19,975.86

6. Group members who do not benefit from settlement

Group members who have been indemnified by their respective insurers for loss or damage to cargo as a result of the Incident do not benefit from the settlement. This is because the claim settlement amount is the cargo insurer's 80% subrogated recovery of the amounts it has paid group members for their respective loss or damage arising from the Incident.

The settlement does not cover group members who suffered loss or damage that is not covered by their insurance (i.e. losses outside the scope of group members' insurance). Despite this and since Mills Oakley issued group members Notice of the class action on 29 March 2021, Mills Oakley has not received any instructions that group members have suffered any loss or damage not covered by their respective cargo

insurance. Similarly, Mills Oakley has not received correspondence from lawyers representing group members regarding potential loss or damage not covered by group members respective cargo insurance. Further, Mills Oakley is not aware of any related proceedings or claims in relation to the Incident.

7. Court settlement approval process

A class action may not be settled or discontinued without the approval of the Court. If the Court approves the settlement, it may make orders regarding the just distribution of settlement monies. The process for settlement approval is made by interlocutory application, which involves 2 hearing dates for consideration of the application. Afterwards, and following the completion of any settlement distribution the class action will be dismissed.

At the first return hearing of the application on 1 April 2022, the Court decided the following matters:

- (i) the confidentiality of evidence to be filed in support of the application for approval;
- (ii) the timetable for any person to file evidence in respect of the application for approval; and
- (iii) Court approval of this notice to class members of the proposed settlement.

If you wish to be heard by the Court on whether or not it should approve the Settlement Agreement you are required to:

1. you or your legal representatives must file a notice of appearance with the Court by 27 April 2022; and
2. any evidence on which you intend to rely on the hearing of the approval of the settlement agreement is to be filed with the Court and served on each of the parties to the proceedings by 27 April 2022.

At the second return hearing of the application on 29 April 2022 at 2:00 pm, the Court will consider the following matters:

- (i) the proposed settlement;
- (ii) any scheme for distribution of any settlement payment; and
- (iii) arrangements for the reimbursement of any costs incurred by the applicant(s) but not recovered from the respondents.

As part of the settlement approval process, the Court will require to be advised of the performance of the settlement (including any steps in the settlement distribution scheme) and the costs incurred in administering the settlement in order that it may be satisfied that distribution of settlement monies to the applicant and class members occurs as efficiently and expeditiously as practicable.

The Court hearing dates for settlement approval will be published on the Mills Oakley website (<https://www.millsOakley.com.au/class-actions/>). Class members can attend the Court hearing dates.

8. Costs

You will not be liable to pay any costs if you remain a group member up to the time that the Court approves a settlement agreed between the Applicants and CMB, APL, ANL, COSCO, OOCL, CHRystal, Shanghai Supreme and China Great Logistics.

The legal costs of all group members for the negotiation, preparation and court settlement approval process in the class action are being paid by the insurers pursuant to a costs sharing agreement between the insurers. Those costs include any costs in the class action that the Court orders the Applicants to pay. The insurers have agreed to pay the costs of the class action up to any judgment or settlement on a pro rata basis by reference to the claim amounts.

CMB, APL, ANL, COSCO, OOCL and CHRystal will bear their own costs for the negotiation, preparation and court settlement approval process in the class action.

9. What class members need to do now

(a) How you can remain a class member?

If you wish to remain a class member there is **nothing you need to do** at the present time. St John Ambulance will continue to negotiate, prepare and settle the proceeding on your behalf up to the point where the Court approves the proposed settlement and/or determines those questions that are common to its claims and those of the group members. However, you are invited to contact St John Ambulance's lawyers, Mills Oakley, by email or telephone as listed below and register your contact details so that future notices about the class action can be sent to your preferred address.

(b) How you can object or express support for the proposed settlement?

If you wish to object or express support for the proposed settlement, you are invited to contact St John Ambulance's lawyers, Mills Oakley, by email or telephone as listed below prior to the hearing date listed above in **Section 7**. Alternatively, and/or in addition, group members who wish to object or express support for the proposed settlement can appear in person or through a legal representative at the settlement hearing, to do so please contact St John Ambulance's lawyers, Mills Oakley, by email or telephone as listed below prior to the hearing date listed above in **Section 7**.

(c) How you can opt out of the settlement?

If you do not wish to remain a class member and be bound by the proposed settlement you must opt out of the class action. If you opt out you will not be bound by or entitled to share in the benefit of any order, judgment or settlement in the class action, but you will be at liberty to bring your own claim against the carriers, provided that you issue Court proceedings within the time limit applicable to your claim. If you wish to bring your own claim against the carriers, you should seek your own legal advice about your claim and the applicable time limit **prior** to opting out.

If you wish to opt out of the class action you **must** do so by completing a "**Notice of opting out by class member**" in the form shown below (Form 21 of the Court's approved forms), then return it to the Registrar of the Federal Court of Australia at the address on the form. **IMPORTANT: the Notice must reach the Registrar by no later 4.00pm on 27 April 2022**, otherwise it will not be effective.

NOTE: Before opting-out you should consult your insurer because opting out may affect your insurance or require you to repay to your insurer any money it has paid to you in response to a claim. If you opt-out of the proceeding, you will be able to bring your own claim against the carriers. However, it may be that, if you fail to issue Court proceedings within the time bar applicable to your claim, your claim will be lost. If you are considering bringing your own claim against the carriers, **prior to opting out** and as soon as possible, you should seek your own legal advice about your claim, the legal costs involved and the applicable time bar; and you may have to repay your insurer any amount that it paid you in settlement of a claim for indemnity that you made under your cargo insurance policy.

Where can you obtain copies of relevant documents?

Copies of relevant documents, including all Court documents, may be obtained by accessing the Mills Oakley website (<https://www.millsOakley.com.au/class-actions/>) or by contacting Mills Oakley Lawyers (landerson@millsOakley.com.au; 02 8035 7903).

If there is anything of which you are unsure, you should also contact Mills Oakley Lawyers (landerson@millsOakley.com.au; 02 8035 7903) or seek independent legal advice.

Kind Regards,

Mills Oakley Lawyers

SCHEDULE A

Opt-Out Notice

Form 21
Rule 9.34

No. NSD66 of 2021

Federal Court of Australia
District Registry: New South Wales
Division: General

St John Ambulance Australia Limited
Applicant

CMB Ocean 13 Leasing Company Pte Ltd
First Respondent

APL Co Pte Ltd
Second Respondent

To: The Registrar
Federal Court of Australia
Level 17, Law Courts Building Queens Square, 184 Phillip Street SYDNEY, 2000
Or by email to: nswdr@fedcourt.gov.au

..... (print name), a group member in this
representative proceeding, gives notice under section 33J of the *Federal Court of Australia
Act 1976*, that he, she or it is opting out of the representative proceeding.

Date:.....

Signed by

..... (signature)

..... (print name)
Group Member / Lawyer for the Group Member

(please complete the next page)

Address of group member:

.....
.....

Telephone:

Email:

ACN/ABN:(if a company or trustee)

HIN/SRN:

If the shares were acquired on behalf of another person/entity, name of that person/entity:

.....

If you are signing as the solicitor or representative of the group member:

Name:

Capacity in which you are signing:

Address:

.....
.....

Telephone:

Email:

SCHEDULE B

Group Members

Air Change Australia Pty Ltd
ALDI Stores - A Limited Partnership
Anji Yangrong Furniture Trading Co. Ltd
Apache Mills Inc
Arlec Australia Pty Ltd
Beijing Kang Jie Kong Int'l Cargo Agent Co. Ltd
Beijing Kang-Jie-Kong International Cargo Agent Co. Ltd
Bookleaf Pty Ltd as trustee for the Eden Unit Trust t/as Holman Industries
Britax Childcare Pty Ltd
Brown & Watson International P/L
Brown and Watson International
Bunnings Group Limited
Capstone Steel Material Co., LTD
Cargo Services (China) Limited
Cargo Services (Tianjin) Co. Ltd
Chanrol Pty Ltd
Chile Hardware Co. Ltd
Chinastar Optoelectronics(Ningbo) Limited
Cixi Haoshou Tools Co. Ltd
Cixi Zhong Fa Lamps Co. Ltd
Coles Supermarkets Australia Pty Ltd
Coral Bay East Coast Pty Ltd
Dhl Isc (Hong Kong) Ltd
Disruptive Packaging Pty Ltd
Faulkner Industries P/L
Fire Safety Equipment Pty Ltd
Flamestop Australia Pty Ltd
Fuzhou Dawawu Furniture Co. Ltd
Gale Pacific Ltd;
Gale Pacific Special Textiles (Ningbo) Ltd
Hangzhou Boya Industry Co. Ltd
Hangzhou Firstwell Industry Co. Ltd
Hangzhou Home Dee Sanitary Ware Co Ltd
Hangzhou Leibo Industrial Co. Ltd

Hangzhou Tianyuan Pet Products Co. Ltd
Htl Furniture (China) Co. Ltd
Hunter Leisure Pty Ltd
Ilana Accessories Australia Pty Ltd
Innovative Designs LLC;
Jason Furniture (Hangzhou) Co. Ltd
Jenmar Australia Pty Ltd;
Jiangsu Haoyue Industrial Co Ltd
Karmy Pty Ltd trading as Schot Restoration
Kmart Australia Limited
Koa FC Trading, Inc.
Kogan Australia Pty Ltd
Koya Corporation Pty Ltd t/as Koya Wheels
Kunshan Skyline Import & Export Co. Ltd
Lena Industrial Holding Limited
Life Interiors Pty Ltd
Lincraft Australia Pty Ltd
Linkware Australia Pty Ltd
Meridian International Co Ltd
Mitre 10 Australia Pty Ltd
New Aim Pty Ltd
Nick Scali Limited t/as Nick Scale Furniture
Ningbo Amico Copper Valves Manufacturing Inc
Ningbo Baby First Baby Products Co. Ltd
Ningbo Carstel Manufacturing Co. Ltd
Ningbo Linhua Plastic Company Limited
Ningbo Mas-Houseware Imp & Exp Ltd
Ningbo Paramount IMP and EXP Co. Ltd
Ningbo Xikou Jinxing Wood-Products Co. Ltd
Ningbo Zhengxin Fire-Fighting Equipment Co. Ltd;
Oriental Merchant Pty Ltd
Polypak Products Co. Limited
Reece Pty Ltd
Saferoads Pty Ltd
Sandleford Holdings Pty Ltd
Shaan Xi Succeed Trading Co. Ltd
Shanghai Ying Ta Aircondition Enterprise Co Ltd

Shaoxing Fuqing Health Products Co. Ltd
Shaoxing Sinai Textile Co. Ltd
Shinbo International Co. Ltd
Sinotrans Eastern Company Ltd
Sinotrans Zhejiang Co. Ltd Ningbo
Solargain PV Pty Ltd
St John Ambulance Australia Limited
St John Holdings Limited
Steinhoff Asia Pacific Pty Limited Trading As Freedom Imports Warehouse
Taizhou Heil Import Export Co Ltd
Tiger Auto Accessories Co. Ltd
Unipak Pty Ltd
United Wholesalers Pty Ltd
Woodtree Australia Pty Ltd As Trustee For Universal Gift Traders Australia Trust
Woolworths Group Limited
Yitai Plastic Rubber Vacuum Forming Co. Ltd
Yiwu Homa Craft Factory
Yongjia Aocheng Hardware Co. Ltd
Younglim B And A Co. Ltd
Yuhan-Kimberly Ltd
Yuyao Amber Lamp Co. Ltd
Yuyao Jiajia Electrical Appliance Co. Ltd
Zhejiang Chairmeng Technologies Company Limited
Zhejiang Jiayou Biotech Co. Ltd
Zhejiang Jiefeng Science And Technology Industry Co. Ltd
Zhejiang Jinko Solar Co., Ltd;
Zhejiang Orientx Fire Safety Equipment Co. Ltd
Zhejiang Sanmen Eastsea Rubber Factory
Zhejiang Yueling Co. Ltd