

UWL, Inc. 1340 Depot Street #200 Cleveland, OH 44116 Tel. +1-440-895-8200 OTI# 020340NF NIF/VAT# 27-4266545

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# OICE SSESGN2406212201

Page 1 of 1

The Lovesac Company (Charter) ATTENTION: FREIGHT INVOICES 2 Landmark Sq Ste 300 Stamford CT 06901-2410

INVOICE DATE 07-Jul-24	
CUSTOMER ID LOVCHABDR	
SHIPMENT SSESGN2406212201	
DUE DATE 06-Aug-24	
TERMS 30 days from Inv. Date	

CONSOL NUMBER CSESGN2406163665

SHIPMENT DETAILS				PRINTED I	BY: Natalie Del Guidice
SHIPPER		CONSIGNEE			
AMERASIAN SHIPPING LOGISTICS CORP		The Lovesac Company			
ORDER NUMBERS / OWNERS REFERENCE		SHIPPERS REFERENCE			
GOODS DESCRIPTION					
SACTIONALS STORAGE SEAT (THG101-2024	Storage ST)				
IMPORT CUSTOMS BROKER	WEIGHT	VOLUME	CHARGEA	BLE	PACKAGES
DAMCO USA	8944.000 KG	61.920 M3	61.920 M3		344 CTN
VESSEL / VOYAGE / IMO(LLOYDS)		OCEAN BILL OF LADI	OF LADING HOUSE BILL OF LADING		LL OF LADING
HONIARA CHIEF / 2405E / 9861902		HN240HMS0101		UWLD24F2	212201
ORIGIN	ETD	DESTINATION			ETA
VNSGN = Ho Chi Minh City, Viet Nam	23-Jun-24	USCHI = Chicago, United States 17-Ju		17-Jul-24	
CONTAINERS					
CHSU8236004 - 40HC					

CHARGES

DESCRIPTION **CHARGES IN USD** 

Bunker Adjustment Factor - 1 40HC Container(s) @ USD 700.00/Container International Freight - 1 40HC Container(s) @ USD 3600.00/Container

700.00 3,600.00

CUSTOMER ID LOVCHABDR	Invoiced	USD 4,300.00	BALANCE DUE	USD 4,300.00
All final shipments charge will be billed and must be paid as COD.  Effective 5/1/21 all duty outlays will be assessed a 3% outlay fee unless otherwise agreed upon.		TOTAL USD	4,300.00	
PLEASE SEND ALL REMITTANCE INFORMATION TO UWLCOLLECTIONS@SHIPUWL.COM  Beginning 5/1/2021 UWL will begin billing ocean freight, base dray + FSC and AMS approximately 5 days before arrival at port of discharge. Additional charges will be billed upon empty return as part of a supplemental invoice.				
		SUBTOTAL	4,300.00	
TOTAL CHARGES				

PAYMENT METHOD	<b>DUE DATE</b> 06-Aug-24
Transfer Funds To:	Address:
ABA 031207607	PNC Bank c/o UWL, Inc. Lockbox Number 775989
Account 8026275682	350 East Devon Avenue
PNC BANK NA	Itasca IL 60143
PO BOX 775989, CHICAGO, IL, 60677	United States
Pay Ref LOVCHABDR SSESGN2406212201 00275482	



Bill of Lading

OTI NO. 020340NF

·		<u> Laamig</u>			
SHIPPER / EXPORTER COMPLETE NAME AND ADDRESS		DOCUMENT NO. UWLD24F212201	UWL BOOKING REFERENCE		
TAN HOANG GIA TRADING CO.,LTD 10/14 XUAN DIEU STREET , WARD 4 ,		UWLD24F212201	SSESGN24	06212201	
TAN BINH DISTRICT , HOCHIMINH CITY ,		EXPORT REFERENCE	OCEAN BOOKING NO.		
VIETNAM			H24ADM(	06638	
CONSIGNEE (COMPLETE NAME AND ADDRESS)		FORWARDING AGENT REFERENCES			
THE LOVESAC COMPANY TWO LANDMARK SQUARE, SUITE 300 STAMFORD CT 06901		Marine Connections Vietnam on behalf of UWL Inc 5B Ton Duc Thang Street Ben Nghe Ward District 1 HO CHI MINH CITY 700000 Viet Nam			
E-MAIL: TRANSPORTATION@LOVESAC.COM		POINT AND COUNTRY OF ORIGIN			
TEL:203-998-3476		Ho Chi Minh, Viet Nam			
NOTIFY PARTY / COMPLETE NAME AND ADDRESS		FOR DELIVERY APPLY TO:			
1. WELLMAX LOGISTICS COMPANY, LTD. 380 NORTH BROADWAY, #409, JERICHO, NY 11753, USA TEL: 516-931-6000, FAX: 516-931-088A8 EMAIL:IMPORT1@WELLMAXLOGISTICS.US 2. GEMINI SHIPPERS ASSOCIATION 137 WEST 25TH STREET, NEW YORK, NY 10001 - EMAIL: NOTICES@GEMINISHIPPERS.COM		UWL, Inc. 1340 Depot St Ste 200 Rocky River OH 44116			
"3.AMERASIAN SHIPPING LOGISTICS CORP." 31/34 A UNG VAN KHIEM STREET, WARD 25, BINH THANH DIST, HCM	CITY,VN	United States			
PLACE OF RECEIPT	SERVICE TYPE	Phone: +1 440-895-8200			
HO CHI MINH CITY, VIET NAM	CY/CY Fax: +1 440-356-8870				
VESSEL	PORT OF LOADING	EXPRESS	NUMBER OF ORIGINALS		
HONIARA CHIEF / 2405E	HO CHI MINH CITY, VIET NAM			0	
PORT OF DISCHARGE	PLACE OF DELIVERY	Express Bill of Lading			
SEATTLE, UNITED STATES	CHICAGO, UNITED STATES				
	PARTICULARS FURI	NISHED BY SHIPPER			
MARKS & NOS / CONTAINER(S) NOS NOS OF PKGS	DESCRIPTION OF PACKAGES AND GOODS		GROSS WEIGHT	MEASUREMENT	
N/M 1	SACTIONALS STORAGE SEAT  x 40HC CONTAINER  344 Carton(s) SACTIONALS STORAGE SEAT (THG101-2024 Storage ST)		8944.000 кG	61.920 M3	
CHSU8236004 F80804 4	ype Weight V	rolume Packages Mode 20 M3 344 CTN CY/CY*			

TOTAL NUMBER OF PK

ONE CONTAINER(S)

INCOTERM: FOB

SHIPPED ON BOARD 26-Jun-24

\*Shipper Load and Count

DECLARED VALUE (\$) \_\_\_\_\_ SEE CLAUSE 20 ON REVERSE SIDE

CHARGES, INCLUDING FREIGHT

RATE PREPAID COLLECT

RECEIVED by Carrier for the Shipper in good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in box entitled "Description of Packages and Goods" for carriage subject to all the terms herof from the Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTTING THIS HOUSE BILL OF LADING THE SHIPPER EXPRESSLEY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF THE GOODS AND THE MERCHANT AND WARRANTS HE HAS AUTHORITY TO DO SO. ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND TERMS AND CONDITIONS OF THE CARRIRS APPLICABLE TARIFF AS IF THEY WERE SIGNED BY THE SHIPPER. Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorized representatives. Bill(s) printed as a Sea Waybill (other than line of credits) is not a docuement of title to the Goods and the delivery made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorization at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Waybill.

ву	UWL VNM
	AS CARRIER

# 1. DEFINITIONS

DEFINITIONS
[Insert] is a trade name for [insert name and address]

§) "Bill of Lagle Beet herein includes conventionabilis of liading, as well as lectronic, express are laked herein includes conventionabilis of liading, as well as lectronic, express are large of the state of t

e.
"Charges" means freight, deadfreight, demurrage and all expenses and money obligations incurred and payable by the Merchant.
"Container" means any container (closed or open top), van, trailer, flathed, transportable tank, railroad car, vehicle, flat, flatrack, pallet, skid,
orm, cradle, sling-oad or any other article of transport and any equipment associated or appurtaent thereto.
"Goods" means the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of arrier.

Goods' means the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of the Carrier of the Carrier of the Carrier of the Carrier of the servents and agents of any of these, all of whom shall be jointly and severally liable to the Carrier of the payment of all Charges, and for the performance of the obligations of any of them under this Bill of Lading.

I) "On Board" or similar words endorsed on this Bill of Lading mean that in a Port to Port movement, the Goods have been loaded on board the Vessel or are in the custody of the actual ocean carrier. In the event of intermodal transportation, if the originating carrier is an inland or coastal carrier, mean that the Goods have been loaded on board the Vessel or are in the custody of the actual ocean carrier. In the event of intermodal transportation, if the originating carrier is an inland or coastal payment of the carrier of t

2. CARRIER'S TARIFFS. The Goods carried hereunder are subject to all the terms and conditions of the Carrier's applicable tariff or tariffs on file with the Federal Maritime Commission, interstate Commerce Commission or any other regulatory body which to govern a particular portion of the relevant provisions of the applicable tariff or tariffs are obtainable from the Carrier's Federal Maritime Commission, interstate Commerce Commission or other regulatory body upon request. In the event of any conflict between the terms and conditions of this applicable from the Carrier's and Conditions of this applicable from the Carrier's particular portions.

Terms and Conditions of units and in Cauding stain privacy and the Cauding stain privacy.

3. WARRANTYACKNOWLEDGMENT. The Merchant warrants that in agreeing to the Terms and Conditions hereof, it is, or is the agent and has the authority of, the owner or person entitled to the possession of the Goods or any person who has a present or future interest in the Goods. The Merchant acknowledges that the Carrier is a non-vessel operating common carrier ("NOCCO", and that it neither owns nor charters vessels, as a result of which the Carrier or any sub-carrier, connecting carrier or substitute carrier (which may be a NVOCC) will be required to contract with an actual coesan cerier to accomplish the Carriage contemplated by this Bill of Lading and does to seen of the Merchant. The Merchant further acknowledges that by identifying the carrying Vessel on the face side hereof, it knows or can determine the name of the actual coesan carrier and the terms and conditions of the actual ocean carrier's bill of lading and applicable tarriffs; and grees to be bound actual coesan carrier and the terms and conditions of the actual ocean carrier's bill of lading and applicable tarriffs; and grees to be bound

4. RESPOSIBILITY
a) Except where the Carriage covered by this Bill of Lading is to or from a port or locality where there is in force a compulsorily applicable ordinance or statute of a nature similar to the international Convention for the Unification of Certain Rules Relating to Bill of Lading, dated at ordinance or statute of a nature similar to the international Convention for the Unification of Certain Rules Relating to Bill of Lading, dated at ordinance or statutes. The project of the Carriage of Goods by Sea Act of the United States ("Cody," approved April 16, 1936, and nothing herein contained, unless otherwise stated, shall be deemed a surrender by the Carrier of any of its sent internations of CodSA or such compulsorily applicable ordinances or statutes. The provisions of COGSA or such compulsorily applicable ordinances or statutes. The provisions of COGSA or such compulsorily applicable ordinances or statutes (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the vessel and throughout there time the Gods or Specifically provided herein) shall govern before loading on and after discharge from the vessel and throughout there time the Gods of the Carrier relations of the Carrier of any other person, as well as during the entire time the Carrier remains responsible for the Gods. In the absence of compulsorily applicable legislation, COGSA shall apply during the entire time the Carrier remains responsible hereunder.

B) The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, mis-delivery or other loss or damage to or in connection with the Gods or Containers or other packages occurring at any time contemplated under subdivision a) of this Clause.

C) The reputation of the Carrier of

contractor, whether in ton, contract or otherwise.

5. THROUGH TRANSPORTATION, When either the Place of Receipt or Place of Delivery set forth here in a miniand point or place other than the Port of Loading Through Transportation basis, the Carner will produce transportation to or from the beat terminal and such inhand point; or or damage of whatsoever nature and howsoever arising to the following extent, but no Further:

a) Upon proof that the loss or damage arous during a part of the Carnies herein made subject to COSA or other compulsority applicable legislation, as set forth in Clause 4. a) hereof, said legislation shall apply; or the contract of the Carnies herein made subject to COSA or other compulsority applicable legislation, as set forth in Clause 4. a) hereof, said legislation shall apply; or the contract of the Carnier of the Carnier, and the Carnier, as a participating carnier or independent contractor, as referred to herein, relative to a particular stage of transport or other handling wherein the loss or damage occurred and received as evidence thereof a particular receipt or other doment, then the liability of the Carnier, Participating carrier and independent contractor, shall be subject to the provisions of such law.

C contract of any Participating carrier or independent contractor, their agents and/or sevents, and be subject to law compulsority applicable of any Participating carrier or independent contractor, their agents and/or sevents, and be subject to law compulsority applicable in contractor, their agents and/or sevents, and be subject to law compulsority applicable in the contractor of any Participating carrier or independent contractor, their agents and/or sevents, and be subject to law compulsority applicable to the provision of and econerations from liability of whatsoever nature accorded under such hill of fainty, needing the carrier and/or applicable is we, provided however, that nothing con

any of its responsibilities or liabilities under this Bill of Lading, the Carmer's applicable tariff or laws applicable or relating threto.

(d) Except as hereinabove provided, the Carmer's shall have no liability for loss or damage to the Goods.

6. SUBCONTRACTING.BENEFICIARIES
a) The Carmer shall be entitled to subcontract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by it in relation to the Goods or Containers or or their packages or any other goods. b) it is understood and agreed that if it should be adjudged that any person or entity other than or in addition to the Carrier is under any responsibility with respect to the Goods or any other goods, regardless of the port or place where any loss or damage shall occur and without even if the Goods or other goods are transported on free in, stowed and/or free out terms, all exemptions. Initiations of an experientions from liability provided by law or by the Terms and Conditions hereof shall be available to all agents, servants, employees, representatives, all Participating (including rail and other inland) carriers and all stevedores, terminal operators, warehousemen, crand on behalf of all persons the foregoing exemptions. Initiations of an exonerations from liability the carrier is acting as agent and trusted or and on behalf of all persons decided to the standard of the standa

nered unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer or director of the Carrier having actual authority to bind the Carrier for such waiver or variation.

7. MERCHANTS RESPONSIBILITIES/DESCRIPTION OF GOODS

8. The description and provides of the control of the carrier for the provides of the carrier for the carrier for the provides of the carrier for the carrier for the provides of the carrier for the carrie

8. CONTAINERS. a) Goods may be stowed by the Carrier in or on Containers, and may be stowed with other goods. Containers, whether stowed by the Carrier or received fully stowed, may be carried on or under deck without notice, and the Merchant expressly agrees that cargo stowed in a Container and carried on deck is considered for all legal purposes to be cargo stowed under deck. Goods stowed in Containers on deck shall be subject to the legislation referred to in Clause 4. hereof and will contribute in General Average and receive compensation in General Average, as the case may

b) The Terms and Conditions of this Bill of Lading shall govern the responsibility of the Carrier with respect to the supply of a Container to the Merchant.

of If a Container has been stuffed by or on behalf of the Merchant, the Carrier, any Participating Carrier, all independent contractors and all persons rendering any service whatsoever hereunder shall not be liable for any loss or damage to the Goods, Containers or other packages or any other goods caused (1) by the manner in which the Container has been stuffed and its contents secured, [2) the unsuitability of the Good for carriage in Containers or for the type of Container requested by and furnished to the Merchant, or (3) condition of the Container furnished, which the Merchant acknowledges has been inspected by it or on its behalf before stuffing and sealing.
d) The Merchant scholledges has been inspected by it or on its behalf before stuffing and sealing.
d) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by a), b) and of above.

OC ONTAINES Of the inactes covered by a, b) and yet above.

9. CONTAINES WITH HEATING OR REEFER APPARATUS. Containers with temperature or atmosphere control apparatus for heating, refrigeration, ventilation or otherwise will not be furnished unless contracted for expressly in writing at time of booking and, when furnished, may certail increased Charges. In the absence of an express request, it shall be conclusively presumed that the use of a dry container is appropriate for the Goods. Merchant must provide Carrier with desired the meperature range in writing at time of booking and insert same on the face side of the Bill of Lading, and where so provided, Carrier is to exercise due diligence to maintain the temperature within a reasonable range while the Containers are in its care, custody and/or control or that of any Participating carrier or independent contractor. The Carrier does not accept any responsibility for the functioning of temperature or atmosphere-controlled Containers not owned or leased by Carrier or for latent defects not discoverable by the exercise of due diligence.

Merchant must proviue varies to exercise due diligence to independent contractor. The varies of solid Carrier is to exercise due diligence to inits care, custody and/or control or that of any Participating carrier or independent contractor. The varies of the diligence or atmosphere-controlled Containers not owned or leased by Carrier or for latent defects not discoverable by the exercise of due diligence.

Container, that the Goods have been properly sufficed by or on behalf of the Merchant, the Merchant warrants that it has properly pre-coded the Container at that the Goods have been properly sufficed and secured within the Container and that the temperature or properly set prior to delivery of the Container to the Carrier, its agents, servants, or any Participating carrier or independent contractor. The Merchant accepts responsibility for all loss or damage of whatspeever nature resulting from a breach of any of these warrants, including that of the carrier of the container with the Merchant's Goods or loss only other cargo, property or person damaged or injured as result thereof, and the Merchant agrees to defend, indeminify and hold the Carrier. Participating carriers and independent contractors, their agents and servants, harmless from and against all claims, suits, proceedings and all other consequences thereof regardless of their nature and ment.

- 10. CARRIER'S EQUIPMENT: INDEMINITY Whenever the Merchant, or an agent, servant, contractor or anyone else acting on its behalf, directly or indirectly, takes possession of or exercises control over a contraction of any equipment whatsoever owned for lease do, or the contraction of the contract
- 11. OPTION OF INSPECTION. The Carrier and any Participating carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or transportation thereof and/or take any measures and/or incur any reasonable additional expenses to continue the Carriage or to store the Goods, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expenses so to continue the carriage or to store the
- 12. DECK CARGO. Deck cargo (except that carried in Containers on deck) and live animals are received and carried solely at Merchant's isk (including accident or mortality of animals), and the Carrier will not in any event be liable for any loss or damage for or from which he is exempt, immune or exonerated by applicable law, or from any other cause whatsoever not due to the fault of the Carrier, any warranty or seaworthiness in the premises being hereby waived, and the burden of proving liability being in all respects upon the Merchant. Except as may be otherwise provided, such shipments shall be deemed Goods and shall be subject to all Terms and Conditions of this Bill of Lading.
- METHODS AND ROUTES OF TRANSPORTATION. With respect to the Goods or Containers or other packages, the Carrier may at any and without potice to the Merchant:
- me and without notice to the Merchant; a) use any means of transport (water, land and/or air) or storage whatsoever; b) forward, transship or retain on board or carry on another vessel or conveyance or by any other means of transport than that named on re reverse side hereof;
- e reverse side hereof; c) carry Goods on or under deck at its option; d) proceed by any route in its sole and absolute discretion and whether the nearest, most direct, customary or advertised route or in or tof geographical rotation; e) proceed to or stay at any place whatsoever once or more often and in any order or omit calling at any port, whether scheduled or not; f) store, vanned or devanned, at any place whatsoever, ashore or affoat, in the open or covered;

- If store, vanned or devanned, at any place whatsoever, ashore or afloat, in the open or covered; "glorocave divide the without billow of whose place whatsoever, ashore or afloat, in the open or covered; "glorocave with or without billow or madvertised port for bunkers, repairs or for any purpose whatsoever; all drydook or stop at any unscheduled or unadvertised port for bunkers, repairs or for any purpose whatsoever; and the properties of the insurance on body acting or unporting to act with the authority of any government or authority or having under the terms of the insurance on the vessel or other onveyance employed by the Carrier the right to give such orders, directions or recommendations.

  1) take any other steps or precuditions as may appear reasonable to the Carrier under the circumstances. The liberties set out in subdivisions a) through i) may be invoked for any purpose whatsoever even if not connected with the Carriage overed by this Sil of Lading, and any action taken or omitted to be taken, and any delay arising therefrom, shall be deemed to be within the control of the properties of the properties
- In no circumstance whatsoever shall the Carrier be liable for direct, indirect or consequential loss or damage caused by delay.

  14. MATTERS AFFECTING PERFORMANCE. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of, during or after the Carriage, which in the judgment of the Carrier is likely to give rise to any hindrance, risk, capture, seizure, detention, damage, delay, difficulty or disadvantage or loss to the Carrier or any part of the most or commence or continue the Carriage or disembark passengers at the port of blesharge or at the usual or intended place of discharge or selvery, or to give continue the Carriage or disembark passengers at the port of blesharge or at the usual or intended place of discharge or selvery, or to give carrier, without notice to the Merchant, may decline to receive, keep, load, carry or discharge the Goods, or may discharge the Goods and any require the Merchant to take delivery and, upon failure to do so, may warehouse them at the risk and expense of the Merchant and Goods or may forward or transship them as provided in this Bill of Lading, or the Carrier may retain the Goods on board until the return of the Carrier and place which are the carrier of the Merchant and Goods, and such action shall constitute complete delivery and performance under this contract, and the Carrier shall be at the risk and expense of the Merchant and Goods, and such action shall constitute complete delivery and performance under this contract, and the Carrier shall be active to the Carrier shall in addition to full Charges, be entitled to reasonable extra compensation, and shall have at the internet enter the carrier of disposition of the Goods shall be at the risk and expense of the merchant hamel in this Bill of Lading on the carrier shall be at the risk and expense of the merchant hamel in the Bill of Lading on the Carrier shall be addited the carrier shall be addited to reasonable extra compensation, and shall have at limited the carri
- on the Goods for same. Notice of disposition of the Goods shall be sent to the Merchant named in this Bill of Lading Within a reasc time thereafter.

  All actions taken by the Carrier hereunder shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

- unreasonable deviation.

  15. DELIVERY. If delivery of the Goods or Containers or other packages or any part thereof is not taken by the Merchant when and where and at such time and place as the Carrier is entitled to have the Merchant take delivery, whether or not the Goods are damaged, they shall we same remain where they are or, if containerized, devanned and sent to a warehouse or other place, always at the risk and expense of the Merchant and Goods.

  If the Goods are stowed within a Container owned or leased by the Carrier, the Carrier shall be entitled to devan the container, whereupon the Goods shall be considered to have been delivered to the Merchant, and the Carrier may, at the risk and expense of the Merchant and Goods.

  At ports or places where by local law, authorities or custom, the Carrier is required to discharge cargo to lighters or other craft or where it has been so agreed or where wharves are not available which the Vessel can get to, be at, lie at, or leave, always safely afloat, or where conditions prevailing at the time render discharge at a wharf dangerous, imprudent, or likely else, always safely afloat, or where conditions prevailing at the time render discharge at a wharf dangerous, imprudent, or likely else), the Merchant shall promptly furnish lighters or other craft to take delivery alongside the Vessel at the risk and expense of the Merchant and Goods. Short got of the Goods into such lighters or other craft at the risk and expense of the Merchant and Goods. Blockarge of the Goods into such lighters or other craft at the risk and expense of the Merchant and Goods. Blockarge of the Goods into such lighters or other craft shall constitute proper delivery, and any further responsibility of Carrier with respect to the Goods shall thereupon terminate.
- delivery, and any further responsibility of Carrier with respect to the Goods shall thereupon terminate.

  16. CHARGES, INCLUDING FREIGHT. The Charges payable hereunder have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall, at any time, be entitled to inspect, rewelph, remeasure or revalue the contents and, if any of the particulars furnished by the Merchant are found to be incorrect, the Charges shall be adjusted accordingly, and the Merchant shall be responsible to pay the correct Charges and all expenses incurred by the Carrier in checking said particulars or any of them.

  Charges shall be deemed earned on acceptance of the Goods or Containers or other packages for shipment by the Carrier and shall be paid by the Merchant in full, without any offset, counterclaim or deduction, cargo and/or vesarde lost or not lost, and shall be non-returnable in any event.

  The Merchant shall remain responsible for all Charges, regardless whether the Bill of Lading states, in words or symbols, that it is "Prepaid" or "Collect.

  In arranging for any services with respect to the Goods, the Carrier shall be considered the exclusive agent of the Merchant for all purposes, and any payment of Charges to other than the Carrier shall not, in any event, be considered payment to the Carrier.

- Carrier.

  The Merchant shall defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and servants, harmless from and against all liability, loss, damage and expense which may be sustained or incurred relative to the above.
- 17. CARRIER'S LIEN. The Carrier shall have a lien on the Goods, inclusive of any Container owned or leased by the Merchant, and all equipment and appurtenances thereto, as well as on any Charges due any person, and on any documents relating thereto, which lien shall survive delivery, for all sums due under this contract or any other contract or undertaking to which the Merchant was party or otherwise involved, including, but not limited to, General Average contributions, salvage and the cost of recovering such sums, inclusive of attorneys' fees. Such lien may be enforced by the Carrier by public or private sale at the expense of and without notice to the Merchant. Fees. Such lien may be enforced by the Carrier play belied to the expense of and without notice the Merchant agrees to defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and sensorts, harmless from and against all liability, loss, damage or expense which may be sustained in houred by the Carrier relative to the such that the feet of the contractor, their effects of the proceedings to device the contractor of the contractor, their effects of the feet of the contractor of
- RUST. It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to
  e nature of the Goods. Acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such
  nditions of rust, oxidation or the like did not exist on receipt.

19. GENERAL AVERAGE
a) If General Average is declared, it shall be adjusted according to the York/Antwerp Rules of 1994 and all subsequent
amendments therefor from time to time made, at any place at the option of any person entitled to declare General Average, and the Amend
Jason Clause as approved by BIMCO is to be considered as incorporated herein, and the Merchant shall provide such security as may be
required in this connection.

b) Notwithstanding a) above, the Merchant shall defend, indemnify and hold harmless the Carrier and any Participating
carrier, their agents and servants, in respect of any claim (and any expense arising therefrom) of a General Average nature which may be
made against the Carrier and/or any Participating carrier and shall provide such security as may be required by the Carrier in this
connection.

connection.

c) Neither the Carrier nor any Participating carrier shall be under any obligation to take any steps whatsoever to post security for General Average or to collect security for General Average contributions due to the Merchant.

security for General Average or to collect security for General Average contributions due to the Merchant.

20. LIMITATION OF LIABILITY. Except as otherwise provided in this Clause or elsewhere in this Bill of Lading, in case of any loss or damage to or in connection with cargio exceeding in actual value the equivalent of \$500 ladwill imoney of the United States, per package, or in case of cargo not shipped in packages, per shipping unit, the value of the cargo shall be deemed to be \$500 per package or per shipping unit, and available of the cargo shall be deemed to be \$500 per package or per shipping unit. Shall exceed such declared by the Merchant before shipmert and inserted in this Bill of Lading, and stria freight paid if required. In such case, if the actual value of the cargo per package or per shipping unit shall have been declared by the Merchant before shipmert and inserted in this Bill of Lading, and stria freight paid if required. In such case, if the actual value of the cargo per package or per shipping unit shall have been declared value. As the value shall nevertheses be deemed to be declared value, the value shall nevertheses be deemed to be declared value. As the value shall neverthese be deemed to be declared value, the value shall neverthese be deemed to be declared value. As the value shall neverthese be deemed to be declared value, the particular shall be shall be shall be shall be shall respective of the weight or measurement unit employed in calculating freight and related charges.

The words "shipping or shaped in bulk." The value of the value shall be shall be the limitation provided in Section 1304(5) of COGSA, or such other legislation caps shipped in bulk.

Where a Container is not stuffed by or on behalf of the Carrier or the parties characterize the Container as a package or a lump sum freight is assessed, in any of these events, each individual such Container, including in each instance its contents, shall be extended in which compulsory legislation shall apply of its own force an

- entitled to avail itself of such lesser limitation

  21. NOTICE OF CLAIM: TIME POR SUIT. As to any loss or damage presumed to have occurred during the Carrier's period of responsibility, the Carrier must be notified in writing of any such loss or damage or claim before or at the time of discharge/removal of the Goods by the Merchant or, if the loss or damage is not then apparent, within 3 consecutive days after discharge/deliver not the Goods should have been discharge/delivery in good order by the Carrier's such Goods.

  For interview of the Goods or the date when the Goods should have been delivery, depending upon the law applicable, shall be prima face evidence of discharge/delivery in good order by the Carrier of such Goods.

  For interview of the Goods or the date when the Goods should have been delivered, provided however, that if any claim should arise during apart of the transport which is subject by applicable law and/or tariff and/or contract to a shorter period rotice of claim or commencement of suit, any liability whatsoever of the Carrier shall cease unless proper claim is made in writing and suit is brought within such shorter period. Suit any liability whatsoever of the Carrier shall cease unless proper claim is made in writing and suit is brought within such shorter period. It is also that the carrier by service of process or by an agreement to appear. In the event this provision should be held invalid during that period in which compulsory legislation shall apply of its own force and effect, such as during the tackle-to-tackle period, it shall nevertheless apply during all non-compulsory periods during which the Carrier spends of the Goods.

  2. JURISDICTION

22. JURISDICTION

All disputes of whatsoever nature under or in connection with this Bill of Lading shall be determined by the [insert specific court and location] to the exclusion of any other court PROVIDED ALWAYS that the Carrier may in its absolute and sole discretion invoke or voluntarily submit to the exclusion of any other court which, but for the rems of this Bill of Lading, could properly assume jurisdiction of any bear and determine such disputes, but such shall not constitute a waiver of the terms of this provision in any other instance.

23. NON-WAIVER AND SEPARABILITY. Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or any defense, immunity, exemption, limitation of or exoperation from liability contained in the laws of the United States, or of any other country whose laws may be compulsorily applicable. The Terms and Conditions of this Bill of Lading (including all the terms and conditions of the carrier's applicable tantif or tariffs, incorporated herein by virtue of Clause 2. above) shall be separable, and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof remains the production of the production