

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

NVOICE SSESGN2408220956

The Lovesac Company 2 Landmark Sq Ste 300 Stamford CT 06901-2410

www.shipuwl.com Phone: 440-895-8200 | Email: info@shipuwl.com

Page 1 of '

INVOICE DATE	26-Sep-24
CUSTOMER ID	LOVESABDR
SHIPMENT	SSESGN2408220956
DUE DATE	26-Oct-24
TERMS	30 days from Inv. Date

CONSOL NUMBER CSESGN2408171846

SHIPMENT DETAILS				PRINTED BY: Anna Garac	
SHIPPER		CONSIGNEE			
YIBEI HOME DESIGN ONE MEMBER COMPAI	NY LIMITED	The Lovesac Company			
ORDER NUMBERS / OWNERS REFERENCE		SHIPPERS REFERENC	E		
GOODS DESCRIPTION					
6 Series Sactionals Seat Insert Set: Standard	PO# YBVN642-2024 P	O# YBVN643-2024 HS	CODE: 940161		
IMPORT CUSTOMS BROKER	WEIGHT	VOLUME	CHARGEABLE	PACKAGES	
DAMCO USA	16562.000 KG	139.310 M3	139.310 M3	676 CTN	
VESSEL / VOYAGE / IMO(LLOYDS)		OCEAN BILL OF LADI	NG HOU	SE BILL OF LADING	
HONIARA CHIEF / 2407E / 9861902		HN240HMS0708	UWL	D24H220956	
ORIGIN	ETD	DESTINATION		ETA	
VNSGN = Ho Chi Minh City, Viet Nam	16-Sep-24	USCHI = Chicago, Unite	ed States	15-Oct-24	
CONTAINERS					
GCXU6000206 - 40HC, TEMU8932629 - 40HC					
CHARGES					
DESCRIPTION				CHARGES IN USD	
Bunker Adjustment Factor - 2 40	Bunker Adjustment Factor - 2 40HC Container(s) @ USD 700.00/Container 1,400.				
•				7,200.00	
Peak Season Surcharge - 2 40HC Container(s) @ USD 300.00/Container 600				600.00	

TOTAL CHARGES				
PLEASE SEND ALL REMITTANCE INFORMATION TO UWLCOLI		SUBTOTAL	9,200.00	
Beginning 5/1/2021 UWL will begin billing ocean freight, base dray port of discharge. Additional charges will be billed upon empty retu	+ FSC and AMS approximate	ely 5 days before arrival at		
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 u		TOTAL USD	9,200.00	
CUSTOMER ID LOVESABDR	Invoiced	USD 9,200.00	BALANCE DUE	USD 9,200.00
PAYMENT METHOD			DUE DATE	26-Oct-24
Transfer Funds To:		Address:		
ABA 031207607		PNC Bank c/o UW		
Account 8026275682 PNC BANK NA		Lockbox Number 7		
		Itasca IL 60143		
PO BOX 775989, CHICAGO, IL, 60677		United States		
Pay Ref LOVESABDR SSESGN2408220956 0	0289298			

	UWL
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## Bill of Lading

OTI NO. 020340NF

$\checkmark$			Laung	OTENO. 02	20340NF
SHIPPER / EXPORTER COMPLETE NAME			DOCUMENT NO.		
YIBEI HOME DESIGN ONE MEMBER COMPANY LIMITED NO.2 VSIP II-A, BACH DANG STREET, VIETNAM-SINGAPORE II-A INDUSTRIAL PARK, VINH TAN WARD, TAN UYEN CITY, BINH		UWLD24H220956 EXPORT REFERENCE	SSESGN24		
DUONG PROVINCE, VIETNAM				H24ADM1	.1109
CONSIGNEE (COMPLETE NAME AND ADDRESS) THE LOVESAC COMPANY 2 LANDMARK SQUARE, SUITE 300 STAMFORD, CT 06901 IOR & EIN: 32-051495800			FORWARDING AGENT REFERENCES Marine Connections Vietnam on behalf of UWL Inc SB Ton Duc Thang Street Ben Nghe Ward District 1 Ho CHI MINH CITY 700000 Viet Nam		
			POINT AND COUNTRY OF ORIGIN		
NOTIFY PARTY AND ADDRESS	2n	d NOTIFY PARTY AND ADDRESS	Ho Chi Minh, Viet Nam FOR DELIVERY APPLY TO:		
DAMCO CUSTOMS SERVICES 500 WEST 190TH STREET, 5TH FLOOR GARDENA, CA 90248, UNITED STATES CONTACT - LUCY GARCIA EMAIL - LOVESACTEAM@LNS.MAERSK.COM MOBILE: 323-203-5934 TAX ID 43-1185120	13 M Ne	emini Shippers Association 87 West 25th Street, 3rd Floor ew York, NY 10001 nail: notices@geminishippers.com	UWL, Inc. 1340 Depot St Ste 200 Rocky River OH 44116 United States		
PLACE OF RECEIPT		SERVICE TYPE	Phone: +1 440-895-8200		
HO CHI MINH CITY, VIET NAM CY/CY		CY/CY	Fax: +1 440-356-8870		
VESSEL		PORT OF LOADING	EXPRESS	NUMBER OF C	RIGINALS
HONIARA CHIEF / 2407E		HO CHI MINH CITY, VIET NAM		0	
PORT OF DISCHARGE		PLACE OF DELIVERY	Express Bill of Lading		
SEATTLE, UNITED STATES		CHICAGO, UNITED STATES			
		PARTICULARS FUR	NISHED BY SHIPPER		
MARKS & NOS / CONTAINER(S) NOS	NOS OF PKGS	DESCRIPTION OF PA	ACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
N/M 2 x 40HC CONTAINER 16562.000 KG 139.310 676 Carton(s) 6 Series Sactionals Seat Insert Set: Standard PO# YBVN642-2024 PO# YBVN643-2024 HS CODE: 940161					139.310 м3
	EN Sacti		/olume Packages Mode 555 M3 338 CTN CY/CY*		
KG					

TOTAL NUMBER OF PK	TWO CONTAINER(S)	INCOTERM: FOB		*Shipper Load and Count
		SHIPPED ON BOARD 16-Sep-24		
DECLARED VALUE (\$)		SEE CLAUSE 20 ON REVER	RSE SIDE	
CHARGES, INCLUDING FREIO	GHT			RECEIVED by Carrier for the Shipper in good order and condition unless otherwise stated
	RATE	PREPAID	COLLECT	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 ACCEPTING 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 CARRIES 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 document 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.
				BY UWL VNM
				AS CARRIER

1. DEFINITIONS

. DEFINITIONS ]] "Bill of Lading" set Lie & trade name for (insert name and address). Instron(, express and laser bills of holing service) in the lading as well as Instron(, express and laser bills of holing service) in the documents, howsoever generated, covering the Carriage of Goods to, from or rough the United States, whether or not issued to the Merchannum, c) "Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods. c) "Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods. c) "Carriage" means the company named on the face side hereof and on whose behalf this Bill of Lading was issued, whether acting as carrier or

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, flatbed, transportable tank, railroad car, vahicle, flat, flatrack, pallet, skid, orm, cradle, slingload or any other article of transport and any equipment associated or appurtenant 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 article.

g) the Ca

g. "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 array and the servingt and adjust container on supplied by or on behalf of the array and the servingt and adjust container to these, all of these, all of them whall be jointly and severally liable to the cargo and the servingt and adjust container for these, all of these, all of them whall be jointly and severally liable to the Carrier for 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 works endorsed on this Bill of Lading mean that in a Porto Port movement, the Goods have been loaded on board the exercise and the Hace of Recipitor are in the cutody of the actual ocean carrier. In the event of intermodal transportation, if the originating carrier is an inland or coastal array for the part of the carrier or the set of the carge, including indicating the set of the carrier is an individual, a partnership, a body corporate or any other entity of whatsoever nature.
I) "Vessel" means the ocean or here are set on the face side hereof, and any containing carrier, set on the face side in the face side in the face side on board the event of intermodal transportation. If the originating carrier is an individual, a partnership, abdy corporate or any other entity of whatsoever nature.
I) "Vessel" means the ocean of the face side hereof, and any substitute vessel, feedership, barge, or other means of conveyance by water used in whole or in part by the Carrier to fulfill this contract.

2. CARRER'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, intersize Commerce Commission or any other regulatory body which governits a particular portion of the relevant provisions of the applicable tariff or tariffs are obtainable from the Carrier's, Federal Maritime Commission, intersize Commerce Commission or other regulatory body upon reguest. In the event of any conflict between the terms and conditions of its applicable tariff or tariffs and the Terms and Conditions of the split of Ladout shift or tariffs and the anality provide the terms and conditions of such tariff or tariffs and the Terms and Conditions of the split of Ladout shift of tariffs and the Terms and Conditions of the split of Ladout shift of tariffs and the terms and conditions of the split of Ladout shift of tariffs and the terms and Conditions of the split of Ladout shift of tariffs and the terms and Conditions of the split of Ladout shift of tariffs and the terms and conditions of the split of Ladout shift of tariffs and the terms and Conditions of the split of Ladout shift of tariffs and the terms and conditions of the split of tariffs and the terms and conditions of the split of Ladout shift applicable tariffs and the terms and conditions of the split of Ladout shifts and the terms and conditions of the split of Ladout shifts and the split split tariffs and the terms and conditions of the split of the split split of Ladout split split tariffs and the terms and conditions of the split of Ladout shifts and the terms and conditions of the split split split and the terms and the terms and the terms and conditions of the split split tariffs and the terms and conditions of the split split split and the terms and the terms

Terms and conductors or units and of caring, units and of caring share prevail. 3. WARRATYLACKNOWLEGDERENT. The Architant 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 ("NOCC"), 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 NOCC) will be required to contract with an actual ocean carrier to accomplish the Carriage contemplated by this Bill of Lading and does so as agent 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 ocean carrier and the terms and conditions of the actual ocean carrier Sill of lading and applicable tarff(s) and agrees to be bound actual o thereby.

A. RESPONSIBILITY

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 Bills of Lading, dated at ordinance or statute of a nature similar to the international Convention for the Unification of Certain Rules Relating to Bills of Lading, dated at ordinance or statute of a nature similar to the international Convention for the Unification of Certain Rules Relating to Bills of Lading, dated at ordinance or statute of a nature similar to the international Convention for the Unification of Certain Rules Relating to Bills of Lading, dated at ordinance or statutes (a cover of any of 16, 1936), and nothing herein contained, unless otherwise stated, shall be deemed a surrender by the Carrier of any of 15, approved April (5, 1936), applicable ordinances or statutes. The provisions of COGSA or such compulsorily applicable containance, unless otherwise specifically provided herein) shall govern before loading on and after discharge from the vessal and throughout the entire time the Boods or of all subcontractors). Their agents and servants, whether engaged by or acting for the Carrier or any other pression. Is swell as during the entire time the Codes is not explicible containers and servants, whether engaged by or acting for the Carrier or any other pression. Is swell 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 no be Bible in any capacity whatsoever for any delay non-delivery, mis-delivery or other loss or damage to or in competition with the Gods or Containers or other packages occurring at any time contemplated under subdivision al of this forvisions of Lading Shall be the avents of Shall be applicable

any of its responsibilities or liabilities under this Bill of Lading, the Carrier's applicable tartin or laws applicable or relating thereto. d) Except as hereinabove provided, the Carrier's shall have not inbiblity for loss or damage to the Goods. 3. The Carrier 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 Container's or other packages or any other goods. b) It's 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 and remore if the Goods are transported on free in stowed andor free ut terms, all exemptions, limitations of and exonerations 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 inand) carriers and all steedores, terminal operators, warehousemen, crane operators, watchmen, cargenters, sing cleaners, surveyors and all independent contractors, inclusive of all persons providing any service whatsoever. In contracting for the foregoing examptions, limitations of and exonerations from limitations of or exonerations from liability, the Carrier is as und as garet and truste for and on behalf of all persons decing or by whom retained and paid. It being always understood that shad beneficiantes are not entitled to any grater of rubber exemptions. Imitations of or exonerations from liability the Carrier is as understood that is sole discrition to select any mode of land, sea or all transport and to arrange participation by other carriers to accomplish the total or any part of the Carrier are moded allos of any onder or any beneficiantes of its bill of allong. e) Na gentor servant

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### 8. CONTAINERS.

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

Merchant. of It a Container has been stiffed 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 t any other goods caused (1) by the manner in which the Container has been stiffed and its contents secured, (2) by 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 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:

In our or of index of the index's covered by all, or and c) advecting advecting and the original of the original of the original of the original of the furnished unless contracted for expressive in writing at time of a booking and, when furnished, may refrigeration, ventilation or otherwise will not be furnished unless contracted for expressive in writing at time of a dry container is appropriate for the doods. Charges. In the absence of an express request, it shall be conclusively presumed that the use of a dry container is appropriate for Merchant must provide Carrier with desired the memperature 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 writin a sine carect any responsibility for the function of or the of any Participating carrier or independent contractor. The Carrier does not accept any responsibility for the function of the participating carrier or independent contractor. The Carrier does not accept any responsibility for the functioning of temperature or atmosphere-controlled Containers and or leased by Carrier or for latent defects not discoverable by the exercise of due diligence.

Merchant must provine cancer that a service service due diagence to manage and the contractor. In exame to contract the diagence to manage and the diagence to managence to managence the diagence of the diag

10. CARRER'S SQUIMENT: INDEMINTY Whenever the Merchant, or an agent, servant, contractor or anyone else acting on its behalf, interchord or indirectly acting the second or indindirectly acting the second or indirectly a

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 expects 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 Charges so incurred.

2. 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 exconcrated by applicable law, or from any other cause what soever not due to the fault of the Carrier, any warranty of aseamotiminess in the premises being hereby waived, and the burden of proving liability being in all respect upon the Merchant. Except as ye to environ the sprovided, such shipments shall be deemed Goods and shall be bubject 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 13. 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 references die 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 it of 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) accer, vammed or devanned, at any place whatsoever, ashore or afload, in the open or covered;

f) store, vanned or devaméd, at any place whatsoever, ashore or afloat, in the open or covered; g) proceed with or without plots; b) carpoint livestock, contraband, explosives, munitions, warlike stores, dangerous or hazardous goods or goods of any and all kinds; b) drydock or stop at any unscheduled or unadvertised port for bunkers, repairs or for any purpose whatsoever; k) comply with any profest, directions or recommendations given by any government or authority or by any person or body acting or uporting 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. I) take any other steps or preculions as may appear reasonable to the Carrier under the incurs of the one context with the Carriage overed by this it of Lading and any action taken or omitted to be taken, and my delay anising thereform, shall be deemed to be within the non circumstance whatsoever shall the Carrier be liable for direct, indirect or consequential loss or damage caused by delay.

In no circumstance whatsoever shall the Carrier be liable for direct, indirect or consequential loss or damage caused by delay. 4. MATERS 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 doors, or make it unsafe, imprudent, impracticable or unlawful for any reason to receive, keep, load, carry or discharge them or any part of them or commence or continue the Carriage or direction of the discharge of the the to the carrier or any part of them or commence or carrier, without notice to the Merchant, may decline to receive, keep, load, carry or discharge them or any part of them or commence or carrier, without notice to the Merchant, may decline to receive, keep, load, carry or discharge the Goods, or make it unsafe, 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 transplip them as provided in this Bill of Lading, or the Carrier may retain the Goods no board until the return of thereafter discharge them, at any place whatseever. In such event, as herein provided, such 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 from any further responsibility. For any service rendered as herein above provided or for any delay or expense to the Carrier shall be free in the left of the secondard or the carrier shall in addition to ful Charges be entitled to reasonable star compensation, and shall have a line con the Goods for thered. The Carrier shall, in addition to ful Charges be entitled to reasonable star compensation, and shall have a line themethered.

on the Goods for same. Notice of disposition of the Goods shall be sent to the Merchant hamed 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 a such time and place as the Carrier is entitled to have the Merchant take delivery, whether or not like 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 Goods are stowed within a Container owned or leased by the Carrier, the Carrier shall be entitled to devan the contents of any such 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 outsom, the Carrier required to discharge cargo to lighters or other affoat, or where it has been so agreed or where wharves are not available which the Vessel at the risk and expense of the Merchant shall promptly furnish lighters or other cardit to take delivery alongside the Vessel at the risk and expense of the Merchant and description of the regoods. If the Merchant shall promptly furnish lighters or other cardit to take delivery alongside the Vessel at the risk and expense of the Merchant and Goods. If the responsibility of Carrier with respect to the deods into such lighters or other cardit to take delivery alongside the Vessel at the risk and expense of the Merchant and Goods. Discharge of the Goods shall be expense of the Goods. If the merchant shall promptly furnish lighters or other cardit to take delivery alongside the Vessel at the risk and expense of the Merchant and Goods. Discharge of the Goods into such lighters or other cardit 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 Marchant. The Carrier shall are any time, be entitled to inspect, reweigh, 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 Charges shall be adjusted accordingly, and the Merchant shall be responsible to pay the correct Charges and all expenses incurred by the Charges shall be adjusted according 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 pon-returnable in any event. The Merchant in full, without any offset, counterclaim or deduction, cargo and/or vessel or other conveysne lost or not is "Prepaid". To be Prepaid" or "Collect. In arranging for any services with respect to the Goods, the Carrier shall be considered the exclusive agent of the Carrier. In arranging for any services with respect to the Goods, the Carrier shall be considered the exclusive agent of the Carrier. The Merchant shall refined in defined indeputive and bide the Carrier shall be considered the exclusive agent of the Carrier. The Merchant shall defined indeputive and bide 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.

AT 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 agents and services. The Merchant agrees to defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and services. Inclusions, from and against all liability, loss, damage or expense which may be sustained or incurred by the Carrier relative to the berought, whether said proceeding is of a civil or criminal nature.

I. 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 notifiens of rust, oxidation or the like did not exist on receipt.

19. GENERAL A VERA GE a) If General Average is declared, it shall be adjusted according to the York/Antwerp Rules of 1994 and all subsequent amendments herefor 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 defend any expense 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 servaris, 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 equired by the Carrier in this connection. nded

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 countly 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 cargo exceeding in actual value the equivalent of SOO Bawdill more of the functionation of the song of the

entitled to avail itself of such lesser limitation 21. NOTEG CP CLAIM: TIME FOR SUIT. As to any 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/delivery or the date when the Goods should have been discharged/delivered. If not so notified, discharge, removal or delivery, depending upon the law applicable, shall be prima facile veldence of discharged/delivered. If not so notified, discharge, removal or delivery, depending upon the law applicable, shall be prima facile veldence of discharged/delivery of the Coming in the Coming of the Coming of the Goods by the Coming of the Coming of the discharged of the Coming of the Com

22. JURISECTION 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 jurisdiction of any other court which, but for the terms of this Bill of Lading, could properly assume jurisdicion to hear and determine such asputes, but such shall not constitute a waver 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 Lading all the terms and conditions of the carrier's applicable tantiff 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.