

UWL, Inc. 211 E Ocean Blvd. Ste 410 Long Beach, CA 90802 Tel. 1-213-539-5940 OTI# 020340NF NIF/VAT# 27-4266545

**Arrival Notice** 

THE IMPORT MANAGER COLE HAAN LLC 150 OCEAN RD GREENLAND NH 03840-2467 www.shipuy

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

Page 1 of 2

SHIPMENT <u>SSEHAN2411234194</u> CONSOL CSEHAN2411184309 DATE 26-Dec-24 11:59

SHIPMENT DETAILS					PR	INTED BY:	Joao Gomes
SHIPPER STATEWAY VIETNAM FOOTWEAR CO.,LTE HUNG DAO WARD, DUONG KINH DISTRICT HAIPHONG Viet Nam		CONSIGN COLE HA 150 OCEA GREENLA United Sta	AN LLC AN RD AND NH 038	340-2467			
NOTIFY PARTY		GOODS A	VAILABLE	AT			
Expeditors International 795 Jubilee Drive Peabody MA 01960 United States		SSA Term 1050 Sw S Firms Coo Seattle W United Sta FIRMS Co	Spokane St le X117 A 98134 lites	Pier 0018			
Phone: +1 978-531-0001 Fax:		Phone: +1	206-654-37	700	Fax:		
RELEASE TYPE SWB - Sea Waybill			<b>ITY TYPE</b> ieral) - 6404	19			
INCOTERM FOB - Free On Board		ADDITION	AL TERMS	\$			
CARRIER		GOODS T	O BE CLE	ARED BY			
Swire Shipping Pte Ltd (Swire Projects)							
Carrier SCAC QWJA							
PACKAGES 1328 CTN (OUTER), 0 CTN (INNER)	WEIGHT 14069.210 KG	VOLUME 154.510 M	13	CHARGE 154.510		EST DEL	IVERY
GOODS COLLECTED FROM VNHPH = Haiphong, Viet Nam	ETD 18-Dec-24		ELIVERED Seattle, Uni			ET	A Jan-25
	10 200 21	0000LA -	ocattic, on	leu States		07-	Jan-25
ROUTING INFORMATION		Load	Disch.	ETD	ЕТА		
	Carrier Swire Shipping Pte	Load	Disch. USSEA =	ETD	ETA 07-Jan-25	ATD 19-Dec-24	ATA
ROUTING INFORMATIONModeVessel / Voyage / IMO(Lloyds)SEANADI CHIEF / 2501E / 9861885	Carrier Swire Shipping Pte Ltd (Swire Projects)	Load VNHPH = Haiphong	Disch. USSEA =	<b>ETD</b> 18-Dec-24		ATD 19-Dec-24	ΑΤΑ
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ROUTING INFORMATION         Mode       Vessel / Voyage / IMO(Lloyds)         SEA       NADI CHIEF / 2501E / 9861885         CONTAINER       INBOND	Carrier Swire Shipping Pte Ltd (Swire Projects)	Load VNHPH = Haiphong TYPE	Disch. USSEA = Seattle	ETD 18-Dec-24 _SEAL		ATD 19-Dec-24	ΑΤΑ
ROUTING INFORMATION         Mode       Vessel / Voyage / IMO(Lloyds)         SEA       NADI CHIEF / 2501E / 9861885         CONTAINER       INBOND         MAGU5140186       SEGU5500604         TCLU1588432       TCLU1588432	Carrier Swire Shipping Pte Ltd (Swire Projects)	Load VNHPH = Haiphong TYPE 40HC FCL	Disch. USSEA = Seattle	ETD 18-Dec-24 SEAL F100888		ATD 19-Dec-24	ΑΤΑ
ROUTING INFORMATION         Mode       Vessel / Voyage / IMO(Lloyds)         SEA       NADI CHIEF / 2501E / 9861885         CONTAINER       INBOND         MAGU5140186       SEGU5500604         TCLU1588432       GOODS DESCRIPTION	Carrier Swire Shipping Pte Ltd (Swire Projects)	Load VNHPH = Haiphong TYPE 40HC FCL 40HC FCL	Disch. USSEA = Seattle	ETD 18-Dec-24 SEAL F100888 F100887		ATD 19-Dec-24	ΑΤΑ
ROUTING INFORMATION         Mode       Vessel / Voyage / IMO(Lloyds)         SEA       NADI CHIEF / 2501E / 9861885         CONTAINER       INBOND         MAGU5140186       SEGU5500604         TCLU1588432       GOODS DESCRIPTION         ColeHaan Footwear       Content footwear	Carrier Swire Shipping Pte Ltd (Swire Projects) TRANSIT (IT) NUMBER	Load VNHPH = Haiphong TYPE 40HC FCL 40HC FCL	Disch. USSEA = Seattle	ETD 18-Dec-24 SEAL F100888 F100887	07-Jan-25	ATD 19-Dec-24 RAIL AM	ATA S#
ROUTING INFORMATION         Mode       Vessel / Voyage / IMO(Lloyds)         SEA       NADI CHIEF / 2501E / 9861885         CONTAINER       INBOND         MAGU5140186       SEGU5500604         TCLU1588432       GOODS DESCRIPTION         ColeHaan Footwear       Content footwear	Carrier Swire Shipping Pte Ltd (Swire Projects)	Load VNHPH = Haiphong TYPE 40HC FCL 40HC FCL 40HC FCL SEAL TYPE	Disch. USSEA = Seattle	ETD 18-Dec-24 SEAL F100888 F100887 F100889	07-Jan-25 WEIGH	ATD 19-Dec-24 RAIL AM	ATA S # PACKS
ROUTING INFORMATION         Mode       Vessel / Voyage / IMO(Lloyds)         SEA       NADI CHIEF / 2501E / 9861885         CONTAINER       INBOND         MAGU5140186       SEGU5500604         TCLU1588432       GOODS DESCRIPTION         ColeHaan Footwear       Content footwear	Carrier Swire Shipping Pte Ltd (Swire Projects) TRANSIT (IT) NUMBER	Load VNHPH = Haiphong TYPE 40HC FCL 40HC FCL 40HC FCL SEAL TYPE F100888	Disch. USSEA = Seattle	ETD 18-Dec-24 SEAL F100888 F100887 F100889	07-Jan-25 WEIGH VOLUMI 4589.280 K(	ATD 19-Dec-24 RAIL AM	ATA S # PACKS RAIL AMS #
ROUTING INFORMATION         Mode       Vessel / Voyage / IMO(Lloyds)         SEA       NADI CHIEF / 2501E / 9861885         CONTAINER       INBOND         MAGU5140186       SEGU5500604         TCLU1588432       GOODS DESCRIPTION         ColeHaan Footwear       CONTAINER         MAGU5140186       INBOND	Carrier Swire Shipping Pte Ltd (Swire Projects) TRANSIT (IT) NUMBER	Load VNHPH = Haiphong TYPE 40HC FCL 40HC FCL 40HC FCL 5EAL TYPE F100888 40HC FCL	Disch. USSEA = Seattle	ETD 18-Dec-24 SEAL F100888 F100887 F100889	07-Jan-25 WEIGH VOLUMI 4589.280 K0 52.340 M	ATD 19-Dec-24 RAIL AM	ATA S # PACKS RAIL AMS # 459 CTN
ROUTING INFORMATION         Mode       Vessel / Voyage / IMO(Lloyds)         SEA       NADI CHIEF / 2501E / 9861885         CONTAINER       INBOND         MAGU5140186       SEGU5500604         TCLU1588432       GOODS DESCRIPTION         ColeHaan Footwear       CONTAINER         INBOND       INBOND	Carrier Swire Shipping Pte Ltd (Swire Projects) TRANSIT (IT) NUMBER	Load VNHPH = Haiphong TYPE 40HC FCL 40HC FCL 40HC FCL 5EAL TYPE F100888 40HC FCL F100887	Disch. USSEA = Seattle	ETD 18-Dec-24 SEAL F100888 F100887 F100889	07-Jan-25 WEIGH VOLUMI 4589.280 K0 52.340 M 5493.320 K0	ATD 19-Dec-24 RAIL AM	ATA S # PACKS RAIL AMS # 459 CTN
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ROUTING INFORMATION         Mode       Vessel / Voyage / IMO(Lloyds)         SEA       NADI CHIEF / 2501E / 9861885         CONTAINER       INBOND         MAGU5140186       SEGU5500604         TCLU1588432       GOODS DESCRIPTION         ColeHaan Footwear       CONTAINER         MAGU5140186       SEGU5500604	Carrier Swire Shipping Pte Ltd (Swire Projects) TRANSIT (IT) NUMBER	Load VNHPH = Haiphong TYPE 40HC FCL 40HC FCL 40HC FCL 500888 40HC FCL F100887 40HC FCL	Disch. USSEA = Seattle	ETD 18-Dec-24 SEAL F100888 F100887 F100889	07-Jan-25 WEIGH VOLUMI 4589.280 K0 52.340 M 5493.320 K0	ATD 19-Dec-24 RAIL AM T E G 3 3 3 3 3 3 3 3 3 3	ATA S # PACKS RAIL AMS # 459 CTN 477 CTN
ROUTING INFORMATION         Mode       Vessel / Voyage / IMO(Lloyds)         SEA       NADI CHIEF / 2501E / 9861885         CONTAINER       INBOND         MAGU5140186       SEGU5500604         TCLU1588432       GOODS DESCRIPTION         ColeHaan Footwear       INBOND         MAGU5140186       SEGU5500604         TCLU1588432       GOODS DESCRIPTION         COLEHaan Footwear       INBOND         MAGU5140186       SEGU5500604         TCLU1588432       GOODS DESCRIPTION	Carrier Swire Shipping Pte Ltd (Swire Projects) TRANSIT (IT) NUMBER	Load VNHPH = Haiphong TYPE 40HC FCL 40HC FCL 40HC FCL 40HC FCL 5100888 40HC FCL F100887 40HC FCL F100889	Disch. USSEA = Seattle	ETD 18-Dec-24 SEAL F100888 F100887 F100889	07-Jan-25 WEIGH VOLUM 4589.280 K0 52.340 M 5493.320 K0 5493.320 K0 54.120 M 3986.610 K0	ATD 19-Dec-24 RAIL AM T E G 3 3 3 3 3 3 3 3 3 3	ATA S # PACKS RAIL AMS # 459 CTN 477 CTN
ROUTING INFORMATIONModeVessel / Voyage / IMO(Lloyds)SEANADI CHIEF / 2501E / 9861885CONTAINERINBONDMAGU5140186SEGU5500604TCLU1588432GOODS DESCRIPTIONColeHaan FootwearCONTAINERCONTAINERINBONDMAGU5140186SEGU5500604SEGU5500604TCLU1588432	Carrier Swire Shipping Pte Ltd (Swire Projects) TRANSIT (IT) NUMBER	Load VNHPH = Haiphong TYPE 40HC FCL 40HC FCL 40HC FCL 40HC FCL 5100888 40HC FCL F100887 40HC FCL F100889	Disch. USSEA = Seattle	ETD 18-Dec-24 SEAL F100888 F100887 F100889	07-Jan-25 WEIGH VOLUM 4589.280 K0 52.340 M 5493.320 K0 5493.320 K0 54.120 M 3986.610 K0	ATD 19-Dec-24 RAIL AM T E G 3 3 3 3 3 3 3 3 3 3	ΑΤΑ



THE IMPORT MANAGER COLE HAAN LLC 150 OCEAN RD GREENLAND NH 03840-2467 Page 2 of 2

SHIPMENT <u>SSEHAN2411234194</u> CONSOL CSEHAN2411184309 DATE 26-Dec-24 11:59

# MARKS AND NUMBERS (cont.) NO MARKS

HANDLING/DELIVERY INSTRUCTIONS ANY - Any

Yours Sincerely,

Joao Gomes Hybrid Carrier Email: joao.gomes@shipuwl.com

WU	Bill o	f Lading	OTI NO. 020340NF
SHIPPER / EXPORTER COMPLETE NAME AND ADDRE		DOCUMENT NO.	UWL BOOKING REFERENCE
TATEWAY VIETNAM FOOTWEAR CO.,LT UNG DAO WARD, DUONG KINH DISTRI		UWLD24K234194	SSEHAN2411234194
AIPHONG CITY, VIETNAM	,	EXPORT REFERENCE	OCEAN BOOKING NO.
		HPZ1969	H24ADM17888
		HPZ1969	MBL NO:QWJANI501HPS0012
ONSIGNEE (COMPLETE NAME AND ADDRESS) OLE HAAN LLC 50 OCEAN ROAD iREENLAND, NH 03840, USA .TT: ED FOSTER		FORWARDING AGENT REFERENCES UWL Inc. (Vietnam) 15th Floor No. 5B Ton Duc Thang Stree Ben Nghe Ward, District 1 HO CHI MINH CITY 700000 Viet Nam POINT AND COUNTRY OF ORIGIN	et
OTIFY PARTY / COMPLETE NAME AND ADDRESS		, Viet Nam	
EXPEDITORS BOS 955 JUBILEE DRIVE PEABODY, MA 01960 USA ATT: LISA FUGERSON		UWL, Inc. 1340 Depot St Ste 200 Rocky River OH 44116 United States	
	SERVICE TYPE		
LACE OF RECEIPT AIPHONG, VIET NAM	CY/CY	Fax: +1 440-356-8870	
ESSEL	PORT OF LOADING	COPY	NUMBER OF ORIGINALS
ADI CHIEF / 2501E	HAIPHONG, VIET NAM		3
ORT OF DISCHARGE	PLACE OF DELIVERY	Sea Waybill	
EATTLE, UNITED STATES	SEATTLE, UNITED STATES		
ARKS & NOS / CONTAINER(S) NOS NOS OF PI		RNISHED BY SHIPPER PACKAGES AND GOODS	GROSS WEIGHT MEASUREMENT
	HS CODE: 6404.11; 6404. PO# 4500469566 4500469650 4500469678	.13, 0403.33, 0402.33	
	4500469717 4500469528 4500469592 4500469744 4500469372 4500469604 4500469560 4500469680		
Container Seals MAGU5140186 F100888 459 CTN 4589.280 GEN CO	4500469717 4500469528 4500469592 4500469744 4500469372 4500469604 4500469560 4500469680 FREIGHT COLLECT Type Weight	Volume Packages Mode .340 M3 459 CTN CY/CY*	
AGU5140186 F100888 459 CTN 4589.280 GEN CO KG EGU5500604 F100887	4500469717 4500469528 4500469592 4500469744 4500469372 4500469604 4500469560 4500469680 FREIGHT COLLECT Туре Weight 40HC 4589.280 KG 52 JeHaan Footwear		
AGU5140186 F100888 459 CTN 4589.280 GEN CO KG EGU5500604 F100887 477 CTN 5493.320 GEN CO OTAL NUMBER OF PK( THREE CONTAIN	4500469717 4500469528 4500469592 4500469744 4500469372 4500469604 4500469600 FREIGHT COLLECT Type Weight 40HC 4589.280 KG 52 VIEHaan Footwear 40HC 5493.320 KG 54 VIEHaan Footwear NER(S) INCOTERM: FOB SHIPPED ON BOARD 19	.340 M3 459 ČTN CY/CY* .120 M3 477 CTN CY/CY* 9-Dec-24	*Shipper Load and Count NSA: UWLD24037
IAGU5140186 F100888 459 CTN 4589.280 GEN CO KG GEGU5500604 F100887 477 CTN 5493.320 GEN CO OTAL NUMBER OF PK( THREE CONTAIN ECLARED VALUE (\$)	4500469717 4500469528 4500469592 4500469744 4500469372 4500469600 4500469600 FREIGHT COLLECT Type Weight 40HC 4589.280 KG 52 DeHaan Footwear 40HC 5493.320 KG 54 DeHaan Footwear MER(S)	.340 M3 459 ČTN CY/CY* .120 M3 477 CTN CY/CY* 9-Dec-24	••
MAGU5140186 F100888 459 CTN 4589.280 GEN Co KG GEGU5500604 F100887 477 CTN 5493.320 GEN Co	4500469717 4500469528 4500469592 4500469744 4500469372 4500469604 4500469600 FREIGHT COLLECT Type Weight 40HC 4589.280 KG 52 DIEHaan Footwear 40HC 5493.320 KG 54 DIEHaan Footwear	. 340 M3 459 ČTN CY/CY* . 120 M3 477 CTN CY/CY* . 120 M3 477 CTN CY/CY* D-Dec-24 DE RECEIVED by Carrier for the Shipper herein the total number or quantity of or entitled "Description of Packages and Place of Receipt or the Port of Loading is applicable. IN ACCEPTING THIS ACCEPTS AND AGREES TO, ON HIS CONSIGNEE, THE OWNER OF THE HAS AUTHORITY TO DO SO. ALL TI STAMPED OR OTHERWISE INCORP TERMS AND CONDITIONS OF THE ( SIGNED BY THE SHIPPER. Unless is the Goods will be made only to the Co as a Sea Wayhill (Other than line of crr	NSA: UWLD24037 in good order and condition unless otherwise stated containers or other packages or units indicated in box Goods' for carriage subject to all the terms herof from th 1, to the Port of Discharge or Place of Delivery, whicheve HOUSE BILL OF LADING THE SHIPPER EXPRESSLE 3 OWN BEHALF AND ON BEHALF OF THE GOODS AND THE MERCHANT AND WARRANTS HE HE TERMS AND CONDITIONS WHETHER PRINTED, ORATED ON THIS AND ON THE REVERSE SIDE AN ARRIRS APPLICABLE TARIFF AS IF THEY WERE nstructed otherwise in writing by the Shipper delivery of nsignee or his authorized representatives. Bill(s) printe sidis) is not a docuement of title to the Goods and the utstanding Freight and charges, only on provision of ation at the Port of Discharge or Place of Delivery, as
MAGU5140186 F100888 459 CTN 4589.280 GEN CO KG GEGU5500604 F100887 477 CTN 5493.320 GEN CO TOTAL NUMBER OF PK( THREE CONTAIN DECLARED VALUE (\$) CHARGES, INCLUDING FREIGHT	4500469717 4500469528 4500469592 4500469744 4500469372 4500469604 4500469600 FREIGHT COLLECT Type Weight 40HC 4589.280 KG 52 DIEHaan Footwear 40HC 5493.320 KG 54 DIEHaan Footwear	.340 M3 459 ČTN CY/CY* .120 M3 477 CTN CY/CY* .120 M3 477 CTN CY/CY* P-Dec-24 PE RECEIVED by Carrier for the Shipper herein the total number or quantity of c entitled "Description of Packages and Place of Receipt or the Port of Loading is applicable. IN ACCEPTTING THIS ACCEPTS AND AGREES TO, ON HIS CONSIGNEE, THE OWNER OF THE HAS AUTHORITY TO DO SO. ALL TI STAMPED OR OTHERWISE INCORF TERMS AND CONDITIONS OF THE C SIGNED BY THE SHIPPER. Unless in the Goods will be made only to the Co as a Sea Waybil (other than line of cr delivery made, after payment of any o proper proof of identity and of authoriz	NSA: UWLD24037 in good order and condition unless otherwise stated containers or other packages or units indicated in box Goods' for carriage subject to all the terms herof from th y, to the Port of Discharge or Place of Delivery, whicheve HOUSE BILL OF LADING THE SHIPPER EXPRESSLE S OWN BEHALF AND ON BEHALF OF THE GOODS AND THE MERCHANT AND WARRANTS HE HE TERMS AND CONDITIONS WHETHER PRINTED, YORATED ON THIS AND ON THE REVERSE SIDE AN ARRIRS APPLICABLE TARIFF AS IT HEY WERE nstructed otherwise in writing by the Shipper delivery of highs or his authorized representatives. Bill(s) printe sidist) is not a docuement of title to the Goods and the utstanding Freight and charges only on provision of ation at the Port of Discharge or Place of Delivery, as

### Standard Conditions governing this Multimodal Transport Waybill

### Definitions

- Finitions "Freight Forwarder" means the person / Multimodal Transport Operator who issues this Waybill (SWB) and is named on the face of it and assumes liability for the performance of this contract as a carrier. "Merchant" means and includes the Shipper, the Consignor, the Consignee, the Receiver and the Owner of the
- Goods Consignor" means the person who concludes this SWB with the Freight Forwarder.

## 1.

Applicability These conditions shall also apply if the transport as described in this SWB is performed by only one mode of

## 2. 2.1.

- sport. Jance of this SWB ssuance of this SWB the Freight Forwarder undertakes to perform and/or in his own name to procure the performance of the transport, from the place at which the Goods are taken in charge (place of receipt evidenced in this SWB) to the place of delivery des-
- ы sumes liability as a carrier as set out in these conditions.
- b) assumes inability as a carrier as set out in mese conditions.
  c) assumes inability as a carrier as set out in mese conditions.
  c) subject to the conditions of this SWB the Frieght Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this SWB, as if such acts and omissions were his

- 3. 3.1.
- 3.2.

- 4.2.

- 5. 5.1.
- makes use for the performance of the contract evidenced by this SWB, as it such acts and omissions were his own.
  Agency
  The Consignor on entering into this transport contract does so not only on his own behalf but also as agent for and on behalf of the Consignee, and warrants to the Freight Forwarder that he has authority so to do.
  This rule shall apply if, and only if, it be necessary by the law applicable to this transport contract so as to enable the Consignee to sue and be sued thereon. The Consignee shall be under no greater liability than he would have been had the transport contract been covered by a bill of lading or similar document of title.
  Right of control
  Unless the Consignor has exercised his option under clause 4.2, below, he shall be the only party entitled to give the Freight Forwarder instructions in relation to this transport contract. Unless prohibited by the applicable to the Consignoe stant so the consignoe stant so would be under the consignoe stant the up to the Consignee claiming delivery of the Goods after arrival at destination, provided he gives the Freight Forwarder reasonable notice in writing, or by some other means acceptable to the Freight Forwarder, thereby undertaking to indemnify the Freight Forwarder to transfer the right of control to the Consignee. The exercise of this option must be noted on the SWB prior to ar at the time of its issue. Where the option has been exercised the Consignee shall have such rights as are referred to in clause 4.1. above and the Consignerous nature, and shall in any case inform the Freight Forwarder in writing of the earding or doods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the earding of Goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmlees, as incunstances may require, without
- 5.3.
- 6. 6.1.
- 6.2.
- the Goods as described by such information unless a contrary indication, such as "shipper's weight, load and count", "shipper-packed container" or similar expressions, has been made in the printed text or superimposed on this SWB.
  The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the Goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the Goods, as furnished by him or on his behalf for insertion on the SWB.
  The Consignor shall indeminfy the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.
  The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of Goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant, the Merchant, the Merchant or the hereight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Goods.
  The reight 50 West Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder's Liability and expenses or caused.
  The reight Forwarder's Liability or the Goods under these conditions covers the period from the time the Freight Forwarder han the Consignor.
  Freight Forwarder's Liability
  The rengint Forwarder's Liability or the Goods under these conditions covers the period from the time the Freight Forwarder hall be liabil for loss following from deay in delivery took place while the Goods were in his c
- 6.4.

- 7. 7.1.
- 7.2.

- 7.5.

  - inherent vice of the Goods; d)

- 9.2. The value of the Goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of Goods of the same kind and quality.
  9.3. Subject to the provisions of clauses 9.4. to 9.9. Inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the Goods in an anount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the Goods lost or damaged, whichever is the higher, unless the nature and value of the Goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the Goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the SWB by him, then such declared value shall be the limit.
  9.4. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or shipping units. Except as aloresaid, such article of transport daes not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDF per kilogramme of gross weight of the Goods lost or damaged.
  9.6. a) When the loss of rule anage to the Goods courred during one particular stage of the transport, in respect of which an applicable intermational convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the init of the stane and value of the Goods shall have been declared by the Merchant and inserted in this SWB, and the ad valorem freight Forwarder's liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDF.
  9.7. If the Freight Forwarder is liable in respect of loss following from delay in delivery, or co

- probably result. Applicability to Actions in Tort
- 10.
- Applicability to Actions in Tort These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this SWB, whether the claim be founded in contract or in tort. Liability of Servants and other Persons These conditions apply whenever claims relating to the performance of the contract evidenced by this SWB are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servicas, agents or other persons shall not exceed the limits in clause 9. In entering into this contract as evidenced by this SWB, the Freight Forwarder, to the extent of these provi-sions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract. However, if it is proved that the loss of or such loss or damage to the Goods resulted from a person after ormission of such a person referred to in clause 11.1., done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in clause 9.
- 11.2.
- 11.3

- with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in clause 9.
  11.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in clauses 2.2. and 11.1. shall not exceed the limits provided for in clause conditions.
  12. Method and Route of Transportation Without notice to the Merchant, the Freight Forwarder has the liberty to carry the Goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the Goods.
  13. Delivery
  13. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this SWB or with the law or usage of the particular trade applicable at the place of delivery, or when the Goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the Goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.
  13. In case it proves impossible to perform or procure the geromrance of all acts necessary to ensure delivery of the Goods the Freight Forwarder shall also be entitled to store the Goods at the sole risk of the Merchant, and the Freight Forwarder shall so be the Consignee is in fact that party.
  13. The Freight Forwarder shall not be able to incorrect delivery, unless he has failed to exercise reasonable care to ascertain that the party claiming to be the Consignee is in fact that party.
  14. If at any time the condition of the Goods under this SWB and where reasonable core freight Forwarder ray claiming to be avoided by the exercise of reasonable endeavour the Freight Forwarder for in SWB is or is likely to be affected by any hindrance or risk of any kind (including the condition of the Good

- 14. 14.1.
- 14.2.
- referred to in clause 2.2. and which cannot be avoided by the exercise of reasonable endeavour the Freight Forwarder may: abandon the carriage of the Goods under this SWB and, where reasonably possible, place the Goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and conve-nient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such Goods shall cease. In any event, the Freight Forwarder shall be entitled to full freight under this SWB and the Merchant shall pay any additional costs resulting from the above mentioned circumstances. **Freight and Charges** The terms and conditions of the Freight Forwarder's applicable tariff, if any, are incorporated herein. Copies of the relevant terms and conditions therefor are available from the Freight Forwarder upon request. In the case of inconsistency between this SWB and the applicable tariff the SWB shall prevail. All dues, taxes and charges or other expenses in connection with the Goods shall be paid by the Merchant. Where equipment is supplied by the Freight Forwarder. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination. Freight Horwarder. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination. Freight Horwarder. Freight forwarder's option, in the currency of the country of dispatch and to the SWB or, at the Freight Forwarder's option, in the currency of the country of dispatch and to the highest rate of exchange for bankers sight bills current for prepaid freight forwarder at the ord be attend the Merchant is notified on arrival of the Goods there or on the date of this freight forwarder when the derokant is notified on arrival of the Goods there or on the date of this freight forwarder at hell reimbures the Ericht Exempter in proportion t 14.3. WB
- 14.4.
- Style the senter of ones, which even take is using the , or as the option of the Pregnit To Wadde of the date of this the Merchant shall relimburse the Freight Forwarder in proportion to the amount of freight for any costs for demics, strikes, government directions or force majeure. The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the Goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to downages to the Freight Forwarder has not losses of freight on other Goods notwith-standing any other sum having been stated on this SWB as freight payable. Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this SWB, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.
- 14.6. such monies on receipt of evidence of demand and the absence of payment for whatever reason 15.
- 16.

- Lien The Freight Forwarder shall have a lien on the Goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit. General Average The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection. Notice Junies of of clause 13, such handing over is prima facie evidence of the delivered to the Consignee in accordance with clause 13, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the Goods as described in this SWB. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given with clause 13. 17.2.
- 18. Time ba
- Time bars for The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these con-ditions unless suit is brought within 9 months after the delivery of the Goods, or the date when the Goods should have been delivered, or the date when in accordance with clause 7.4. failure to deliver the Goods would give the Consignee the right to treat the Goods as lost. Partial Invalidity If any clause or a part thereof is held to be invalid, the validity of this SWB and the remaining clauses or a part thereof shall not be affected. Jurisdiction, arbitration and applicable law Unless otherwise agreed in writing, actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this SWB and shall be decided according to the law of the country in which that place of business is situated. 19.
- 20.

# **CONTINUATION PAGE**

# SEA WAYBILL - UWLD24K234194

## Consignor

**Notify Party** 

EXPEDITORS BOS

795 JUBILEE DRIVE PEABODY, MA 01960 USA

ATT: LISA FUGERSON

STATEWAY VIETNAM FOOTWEAR CO.,LTD. HUNG DAO WARD, DUONG KINH DISTRICT, HAIPHONG CITY, VIETNAM COLE HAAN LLC 150 OCEAN ROAD GREENLAND, NH 03840, USA ATT: ED FOSTER

Goods Collected From HAIPHONG, VIET NAM

Goods Delivered To SEATTLE, UNITED STATES

Gross Weight 14069.210 кG Volume 154.510 м3

Package Quantity

2nd Notify Party

Phone: +1 978-531-0001 Fax: 1328 CTN (OUTER) Volume Packages Mode Container Seals туре Weight KG 392 CTN CY/CY\* TCLU1588432 F100889 40HC 3986.610 KG 48.050 M3 392 CTN 3986.610 GEN ColeHaan Footwear KG

BY UWL VNM

AS CARRIER