



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

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Arrival Notice

Page 1 of 2

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

SHIPMENT	SSESGN2411234318
CONSOL	CSESGN2411184368
DATE	02-Jan-25 13:09

SHIPMENT DETAILS PRINTED BY: Joao Gomes

SHIPPER TAN HOANG GIA TRADING CO.,LTD 10/14 XUAN DIEU STREET , WARD 4 , TAN BINH DISTRICT , HOCHIMINH CITY ,700 HO CHI MINH 7000 Viet Nam	CONSIGNEE The Lovesac Company 2 Landmark Sq Ste 300 Stamford CT 06901-2410 United States
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NOTIFY PARTY DAMCO CUSTOMS SERVICES INC 500 W 190th Street 5th Floor Gardena CA 90248 United States Phone: _____ Fax: _____	GOODS AVAILABLE AT Union Pacific Railroad 3000 Patterson Rd Joliet IL 60436-9305 United States FIRMS Code: I206 Phone: _____ Fax: _____
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RELEASE TYPE OBO - Original Bill - Surrendered at Origin	COMMODITY TYPE GEN (General) - 94019999
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INCOTERM FOB - Free On Board	ADDITIONAL TERMS
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CARRIER Swire Shipping Pte Ltd (Swire Projects)	GOODS TO BE CLEARED BY DAMCO USA
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Carrier SCAC QWJA	Agent SCAC
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ORDER NUMBERS / REFERENCE ., H24ADM17921	OCEAN BILL OF LADING NI501HMS0124	HOUSE BILL OF LADING UWLD24K234318
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PACKAGES 344 CTN (OUTER), 0 CTN (INNER)	WEIGHT 8600.000 KG	VOLUME 61.920 M3	CHARGEABLE 61.920 M3	EST DELIVERY
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GOODS COLLECTED FROM VN SGN = Ho Chi Minh City, Viet Nam	ETD 22-Dec-24	GOODS DELIVERED TO USCHI = Chicago, United States	ETA 16-Jan-25
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ROUTING INFORMATION									
Mode	Vessel / Voyage / IMO(Lloyds)	Carrier	Load	Disch.	ETD	ETA	ATD	ATA	
SEA	NADI CHIEF / 2501E / 9861885	Swire Shipping Pte Ltd (Swire Projects)	VN SGN = Ho Chi Minh City	USSEA = Seattle	22-Dec-24	08-Jan-25	22-Dec-24		
RAI	RAIL / 09-Jan	Swire Shipping Pte Ltd (Swire Projects)	USSEA = Seattle	USCHI = Chicago	09-Jan-25 00:00	16-Jan-25 00:00			

CONTAINER	INBOND TRANSIT (IT) NUMBER	SEAL TYPE	WEIGHT VOLUME	PACKS RAIL AMS #
HHXU3120506	609912505	F101674 40HC FCL	8600.000 KG 61.920 M3	344 CTN

GOODS DESCRIPTION SACTIONALS DEEP SEAT
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MARKS AND NUMBERS N/M

HANDLING/DELIVERY INSTRUCTIONS WUP - Wait for Pack/Unpack

Yours Sincerely,

Arrival Notice

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

SHIPMENT	SSESGN2411234318
CONSOL	CSESGN2411184368
DATE	02-Jan-25 13:09

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



Bill of Lading

OTI NO. 020340NF

SHIPPER / EXPORTER COMPLETE NAME AND ADDRESS TAN HOANG GIA TRADING CO.,LTD 10/14 XUAN DIEU STREET , WARD 4 , TAN BINH DISTRICT , HOCHIMINH CITY , VIETNAM		DOCUMENT NO. UWLD24K234318	UWL BOOKING REFERENCE SSESGN2411234318	
		EXPORT REFERENCE LoveSac	OCEAN BOOKING NO. H24ADM17921 MBL NO:QWJANI501HMS0124	
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 5B Ton Duc Thang Street Ben Nghe ward District 1 HO CHI MINH CITY 700000 Viet Nam		
		POINT AND COUNTRY OF ORIGIN Ho Chi Minh, Viet Nam		
NOTIFY PARTY / COMPLETE NAME AND ADDRESS 1) DAMCO CUSTOMS SERVICES 500 WEST 190TH STREET, 5TH FLOOR SUITE 500 GARDENA, CA 90248, UNITED STATES CONTACT - LUCY GARCIA EMAIL - LOVESACTEAM@LNS.MAERSK.COM MOBILE: 323-203-5934 TAX ID 43-1185120 2) GEMINI SHIPPERS ASSOCIATION 137 WEST 25TH STREET, 3RD FLOOR NEW YORK, NY 10001 EMAIL: NOTICES@GEMINISHIPPERS.COM		FOR DELIVERY APPLY TO: UWL, Inc. 1340 Depot St Ste 200 Rocky River OH 44116 United States Phone: +1 440-895-8200 Fax: +1 440-356-8870		
PLACE OF RECEIPT HO CHI MINH CITY, VIET NAM	SERVICE TYPE CY/CY	COPY Original Bill - Surrendered at Origin		NUMBER OF ORIGINALS 3
VESSEL NADI CHIEF / 2501E	PORT OF LOADING HO CHI MINH CITY, VIET NAM			
PORT OF DISCHARGE SEATTLE, UNITED STATES	PLACE OF DELIVERY CHICAGO, UNITED STATES			

PARTICULARS FURNISHED BY SHIPPER

MARKS & NOS / CONTAINER(S) NOS	NOS OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
N/M	1	SACTIONALS DEEP SEAT x 40HC CONTAINER 344 Carton(s) SACTIONALS DEEP SEAT (THG259-2024) HS CODE: 94019999	8600.000 KG	61.920 M3
Container HHXU3120506	Seals F101674	Type 40HC	Weight 8600.000 KG	Volume 61.920 M3
344 CTN	8600.000 KG	GEN	SACTIONALS DEEP SEAT	Packages Mode 344 CTN CY/CY*

TOTAL NUMBER OF PKI	ONE CONTAINER(S)	INCOTERM: FOB	*Shipper Load and Count
DECLARED VALUE (\$)	SEE CLAUSE 20 ON REVERSE SIDE	SHIPPED ON BOARD 22-Dec-24	NSA: UWLD24037

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 hereof 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 EXPRESSLY 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 CARRIERS 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

- a)** "Bill of Lading" [insert] is a trade name for [insert name and address].
- b)** "Bill of Lading" as used herein includes conventional bills of lading, as well as electronic, express and laser bills of lading, sea waybills and all like documents, howsoever generated, covering the Carriage of Goods to, from or through the United States, whether or not issued to the Merchant.
- c)** "Carriage" means the whole or any part of operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods.
- d)** "Carrier" means the Company named on the face side hereof and on whose behalf this Bill of Lading was issued, whether acting as carrier or bailee.
- e)** "Charges" means freight, deadfreight, demurrage and all expenses and money obligations incurred and payable by the Merchant.
- f)** "Container" means any container (closed or open top), van, trailer, flatbed, transportable tank, railroad car, vehicle, flat, flatrack, pallet, skid, platform, cradle, sling-load or any other article of transport and any equipment associated or appurtenant thereto.
- 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 Carrier.
- h)** "Merchant" means the shipper, consignee, receiver, holder of this Bill of Lading, owner of the cargo or person entitled to the possession of the cargo and the servants and agents of such person who are jointly and severally liable to the Carrier for the payment of all Charges, and for the performance of the obligations of any under this Bill of Lading.
- i)** "On Board" or similar words endorsed on this Bill of Lading mean that in a Port of Port movement, the Goods have been loaded on board the Vessel or in the Port, in the presence of the carrier, in the presence of independent contractors, the original consignee and the original shipper. The Merchant hereby certifies that the Goods have been loaded on board rail cars or another mode of transport at the Place of Receipt or are in the custody of a Participating carrier and en route or are intended to be transported to the Port of Loading named on the reverse side.
- j)** "Participating carrier" means any carrier by water, land or air, performing any stage of the Carriage, including inland carriers, whether acting as sub-carrier, connecting carrier, substitute carrier and/or bailee.
- k)** "Person" means an individual, a partnership, a body corporate or any other entity of whatsoever nature.
- l)** "Vessel" means the ocean vessel named on the face side hereof, and any substitute vessel, feeder, barge, or other means of conveyance by water used in whole or in part by the Carrier to fulfill this contract.

- 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 governs a particular portion of the carriage and said terms and conditions are hereby incorporated herein as part of the Terms and Conditions of this Bill of Lading. Copies of the relevant provisions of the applicable tariff or tariffs are obtainable from the Carrier, Federal Maritime Commission, Interstate Commerce Commission or other regulatory body upon request. In the event of a conflict between the terms and conditions of such tariff or tariffs and the Terms and Conditions of this Bill of Lading, this Bill of Lading shall prevail.
- 3. WARRANTY/ACKNOWLEDGMENT.** 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 ("NVOCC"), and that it neither owns nor charters vessels. As a result of any sub-carrier, connecting carrier, or substitute carrier (which may be a NVOCC) will be required to do 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's bill of lading and applicable tariff(s) and agrees to be bound thereby.

4. 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 Brussels on August 25, 1924, the provisions of which are in the separate international transportation contract or in such local ordinance or statute or locality, this Bill of Lading shall have effect subject to the Carriage of Goods by Sea Act of the United States ("COGSA"), approved April 16, 1936, and nothing herein contained, unless otherwise stated, shall be deemed a surrender by the Carrier of any of its rights, immunities, exemptions, limitations or exonerations or an increase of any of its responsibilities or liabilities under COGSA or, as the case may be, 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 the entire time the Goods or Containers or other packages are in the custody and/or control of the Carrier, a Participating carrier or independent contractor (inclusive of all subcontractors), their agents and servants, whether engaged by or acting for the Carrier or any other person, as well as during the entire time the Carrier is responsible for the Goods. 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 Goods or Containers or other packages occurring at any time contemplated under subdivision a) of this Clause.
- c)** The Carrier shall, irrespective of which mode of transport is used, be liable for any loss, damage, delay, demurrage or expense in excess of the provisions of Section 4281 through 4286, inclusive, and 4289 of the Revised Statutes of the United States and amendments thereto.
- d)** The rights, defenses, exemptions, limitations and exonerations from liability and immunities of whatsoever nature provided for in this Bill of Lading shall apply in any action or proceeding against the Carrier, its agents and servants and/or any Participating carrier or independent contractor, whether in tort, contract or otherwise.

- 5. THROUGH TRANSPORTATION.** When either the Place of Receipt or Place of Delivery set forth herein is an inland port or inland place other than the Port of Loading (Through Transportation), the Carrier is responsible for transportation to or from such inland port or inland place (and such inland port or place) and, notwithstanding anything in this Bill of Lading contained, but always subject to Clause 4, hereof, the Carrier shall be liable for loss or damage of whatsoever nature and howsoever arising to the following extent, but no further:
- a)** Upon proof that the loss or damage of the Carriage herein made subject to COGSA or other compulsorily applicable legislation, as set forth in Clause 4, a) hereof, said legislation shall apply;
- b)** Upon proof that the loss or damage not falling within a) above, but concerning which the law of any country, state or subdivision therein contains provisions that are compulsorily applicable and would have applied if the Merchant had made a separate and direct contract with the Carrier, a Participating carrier 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 document, then the liability of the Carrier, Participating carrier or independent contractor shall be subject to the provisions of such law.
- c)** If it should be determined that the Carrier bears any responsibility for loss or damage occurring during the care, custody and/or control of any Participating carrier or independent contractor, their agents and/or servants, and be subject to law compulsorily applicable to the Bills of Lading of such carrier, then the liability of the Carrier, Participating carrier or independent contractor (inclusive of all subcontractors), their agents and servants, whether engaged by or acting for the Carrier or any other person, as well as during the entire time the Carrier is responsible for the Goods, shall be deemed a surrender by the Carrier of any of its rights, defenses and immunities or an increase of any of its responsibilities or liabilities under COGSA or, as the case may be, such compulsorily applicable ordinances or statutes, as set forth in Clause 4, a) hereof, except as hereinabove provided, the Carrier shall have no liability for loss or damage to the Goods.

6. SUBCONTRACTING-BENEFICIARIES

- a)** 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 Containers or other packages or any other goods. It is understood that the Carrier shall not be held liable for any loss or damage to or in connection with the Goods or Containers or other packages, responsibility with respect to the Goods or other goods, regardless of the port or place of loading, loss or damage shall occur and without regard to whether the Goods covered hereunder or any other goods are being handled or are damaged directly or indirectly during any handling, and even if the Goods or other goods are transported on free in, stowed and/or free out terms, all exemptions, limitations of and exonerations from liability and immunities of whatsoever nature provided for in this Bill of Lading shall apply to the Carrier, Participating carrier or independent contractor, their agents and servants, whether engaged by or acting for the Carrier or any other person, as well as during the entire time the Carrier is responsible for the Goods.
- b)** The Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any mode of land, sea, air or transport and to arrange participation by other carriers to accomplish the total or any part of the carriage from Port of Loading to Port of Delivery and/or to arrange for the carriage of the Goods to the Port of Delivery, by land, sea, air or transport, as the Carrier may deem appropriate.
- c)** The Merchant agrees that the Carrier shall be deemed to be a beneficiary of the actual ocean carrier's bill of lading and of all exemptions, limitations and exonerations from liability therein contained even though the Carrier acts as agent of the Merchant in contracting with the actual ocean carrier for the carriage of the Goods and that the Carrier shall be responsible for any damages to an extent greater than the actual ocean carrier or any beneficiaries of its bill of lading.
- d)** No agent or servant of the Carrier or other person or class name in subdivision b) hereof shall have power to waive or vary any of the terms hereof unless such waiver or variation is specifically authorized or ratified in writing by an officer or director of the Carrier having authority to bind the Carrier to such waiver or variation.

7. MERCHANT'S RESPONSIBILITIES/DESCRIPTION OF GOODS

- a)** The description and particulars of the Goods set out on the face hereof and any description, particular or other representation appearing on the Goods, Container or other packages or documents relating thereto are furnished by the Merchant, and the Merchant warrants to the Carrier that the description, particulars and representation made including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.
- b)** The Merchant warrants that it has complied with all applicable laws, regulations and requirements of Customs, Port and other Authorities and shall bear and pay all duties and charges in connection with the Goods and that the reason therefor or by reason of any illegal, incorrect or insufficient marking, numbering, addressing or any other particular relative to the Goods.
- c)** The Merchant further warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable to the Goods and that the Goods which are so packed shall become liable to liability, the Carrier is acting as agent and trustee for and on behalf of all persons who have any interest in the Goods and that the Carrier shall be deemed to be a beneficiary of the actual ocean carrier's bill of lading and of all exemptions, limitations and exonerations from liability therein contained even though the Carrier acts as agent of the Merchant in contracting with the actual ocean carrier for the carriage of the Goods and that the Carrier shall be responsible for any damages to an extent greater than the actual ocean carrier or any beneficiaries of its bill of lading.
- d)** The Merchant shall be liable for all loss or damage of any kind whatsoever including, but not limited to, contamination, soiling, detention and demurrage before, during and after the Carriage of property (including but not limited to Containers) of the Carrier or any person or vessel (other than the Carrier) caused by the Merchant or any person acting on its behalf or for which the Merchant is otherwise responsible.
- e)** The Merchant and the Goods themselves shall be liable for and shall indemnify the Carrier, and the Carrier shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repacking, reconditioning, reworking, reconditioning of the Goods and gathering of loose contents, also for expenses for repairing Containers damaged while in the possession of the Merchant, for storage on Containers and any payment, expense, fines, dues, duty, tax, import, loss, damage or detention sustained or incurred by or levied upon the Carrier, Vessel, Goods, Containers or other packages and for any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted, incorrect or insufficient marking, numbering or addressing of Containers or other packages or description of the contents, failure of the Merchant to procure consular, Board of Health or other certificates to accompany the Goods or to comply with laws or regulations of any kind imposed with respect to the Goods by the authorities at any port of place or any act or omission of the Merchant. The Carrier's lien shall survive the termination of this contract.
- f)** The Merchant shall defend, indemnify and hold harmless the Carrier, any Participating carrier, independent contractor, their agents and servants, against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7, or from any other cause for which the Carrier is not ultimately responsible.

8. CONTAINERS

- a)** Containers 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 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 be.
- 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.
- c)** 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 to any other goods caused (1) by the manner in which the Container has been stuffed and its contents secured, (2) by the unsuitability of the Goods or Carriage in Containers or other packages, or (3) by the manner in which the Container has been stuffed and its contents secured, 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 set forth in a), b) and c) above.
- 9. CONTAINERS WITH HEATING OR REEFER APPARATUS.** Containers with temperature or atmosphere control apparatus for heating, refrigeration, ventilation or other functions, unless certified and expressly in writing at time of booking and when furnished, may be treated as 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.
- a)** Merchant must provide Carrier with desired temperature 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 fluctuating of temperature or atmosphere-controlled Containers not owned or leased by Carrier or for latent defects not discoverable by the exercise of due diligence.
- b)** Where the Container is stuffed or partially stuffed by or on behalf of the Merchant, the Merchant warrants that it has properly pre-cooled the Container, that the Containers have been properly stuffed and sealed within the Container and that temperature control has been 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 whatsoever nature resulting from a breach of any of these warranties, including but not limited to other than the Merchant caused by the Merchant or any person acting on its behalf or for which the Merchant is otherwise responsible. The Merchant shall defend, indemnify 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 merit.

- 10. CARRIER'S EQUIPMENT-INDemnITY.** 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 Container and/or any equipment whatsoever owned or leased by, or for the benefit of, the Carrier, or any independent contractor, the Merchant, its agents, servants and independent contractors, the Carrier, its agents, servants and independent contractors, shall agree to defend, indemnify and hold harmless the Carrier, any Participating Carrier, their agents, servants and independent contractors from and against any loss or damage to said Container and equipment, as well as to any third-party property, and for any injury to or death of persons arising out of the use of said Container and equipment.

- 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 at any place which the Carrier or any Participating carrier may deem appropriate for the purpose of inspecting or verifying the cargo carried further, either at all or without incurring any additional expense, the Carrier and Participating carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expenses to continue the Carriage or to store the Goods, or to substitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional Charges so incurred.

- 12. DECK CARGO.** Deck cargo (except that carried in Containers on deck) and live animals are received and carried solely at Merchant's risk (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 of seaworthiness in the premises being hereby waived, and the burden of proving liability shall be on the Merchant in all respects. 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.

- 13. METHODS AND ROUTES OF TRANSPORTATION.** With respect to the Goods or Containers or other packages, the Carrier may at any time and without notice to the Merchant:
- use any means of transport (water, land and/or air) or storage whatsoever;
 - forward, transship or retain on board or carry on another vessel or conveyance or by any other means of transport than that named on the reverse side hereof;
 - carry Goods on or under deck at its option;
 - proceed by any route in its sole and absolute discretion and whether the nearest, most direct, customary or advertised route or in or out of geographical rotation;
 - proceed to stay at any place whatsoever once or more often and in any order or omit calling at any port, whether scheduled or not;
 - store, lashed or devanned, at any place whatsoever, ashore or afloat, in the open or covered;
 - lively livestock, contraband, explosives, munitions, warlike stores, dangerous or hazardous goods or goods of any and all kinds;
 - drydock or stop at any unscheduled or unadvertised port for bunkers, repairs or for any purpose whatsoever;
 - permit the Merchant to take delivery, vanne or devanned;
 - comply with any orders, directions or recommendations given by any government or authority or by any person or body acting or purporting to act with the authority of any government or authority or having under the terms of the insurance on the vessel or other carrier, without need to provide therefor, may decline to receive, keep, load, carry or discharge the Goods, or may discharge the Goods and may 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 vessel to the Port of Loading to which they may decline to receive, keep, load, carry or discharge or until such time as the Carrier deems advisable thereafter discharge them at any place whatsoever. 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 free from any further responsibility therefor. The Carrier may, at its option, store, lash, load, carry or discharge the Goods or other packages caused as a result thereof, the Carrier shall, in addition to full Charges, be entitled to reasonable extra compensation, and shall have a lien 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 reasonable time.
 - Take any other steps or precautions as may appear reasonable to the Carrier under the circumstances.
- The liberties set out in subdivisions a) through j) may be invoked for any purpose whatsoever even if not connected with the Carriage covered by this Bill of Lading. The Merchant shall be deemed to have accepted the delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.
- 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 its hindrance, risk, capture, seizure, detention, damage, delay, time tender or discharge at a wharf dangerous, imprudent, or likely to delay the vessel, unless included in the contract, the Carrier may, for any reason to receive, keep, load, carry or discharge, or any part of them, or to continue the Carriage or disembark passengers at the port of Discharge or at the usual or intended place of discharge or delivery, or to give rise to danger, delay or difficulty of whatsoever nature in proceeding by the usual or intended route, the Carrier and any Participating carrier, without need to provide therefor, may decline to receive, keep, load, carry or discharge the Goods, or may discharge the Goods and may 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 vessel to the Port of Loading to which they may decline to receive, keep, load, carry or discharge or until such time as the Carrier deems advisable thereafter discharge them at any place whatsoever. 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 free from any further responsibility therefor. The Carrier may, at its option, store, lash, load, carry or discharge the Goods or other packages caused as a result thereof, the Carrier shall, in addition to full Charges, be entitled to reasonable extra compensation, and shall have a lien 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 reasonable time.
- All actions taken by the Carrier hereunder shall be deemed to be within the contractual and contemplated Carriage and not be an 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 be from any further responsibility. For any service rendered or claim allowed provided for any delay or expense to the Carrier or Vessel, the Merchant shall promptly furnish lighters or other craft to take delivery alongside the Vessel at the risk and expense of the Goods. If the Merchant fails to provide such lighters or other craft, the Carrier, acting solely as agent for the Merchant, may engage such lighters or other craft for the purpose of discharging the Goods or Containers or other packages or any part thereof, and the Merchant shall be deemed to have accepted the delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

- 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, 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 Carrier in checking said particulars or any of them.
- The Carrier shall be responsible for the Goods or Containers or other packages or any part thereof, whether or not the Goods or Containers or other packages are damaged, and shall be paid by the Merchant in full, without any offset, counterclaim or deduction, cargo and/or vessel or other conveyance lost or not, and shall be non-returnable in any event.
- It is understood that the Carrier shall be responsible for all Charges, regardless whether the Bill of Lading states, in words or symbols, that it is "Prepaid," "To be Prepaid" or "Collect."

- 17. INFRANING FOR ANY SERVICES WITH RESPECT TO THE GOODS.** The Carrier shall be considered the exclusive agent of the Merchant for all purposes, and payment of Charges to other than the Carrier shall not, in any event, be considered payment to the 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.
- 18. 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 apparatus on or attached to the Goods, and on any other property of the Merchant or any person or body which 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 exercised by the Carrier at any time and at any place, and the Merchant shall be deemed to have accepted the delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.
- The Merchant agrees to defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and servants, harmless from and against all liability, loss, damage or expense which may be sustained or incurred by the Carrier or any person or body which 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 exercised by the Carrier at any time and at any place, and the Merchant shall be deemed to have accepted the delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

- 19. GENERAL AVERAGE.**
- If General Average is declared, it shall be adjusted according to the York/Antwerp Rules of 1934 and all subsequent amendments thereto from time to time made, at any place at the option of any person entitled to declare General Average, and the Amended Jason Clause as amended by BIMCO and other amendments thereto, as incorporated herein, shall apply to the extent that such may be required in this connection.
 - Notwithstanding a) above, the Merchant shall defend, indemnify and hold harmless the Carrier and any Participating carrier, their agents and servants, from and against all liability, loss, damage or expense which may be sustained or incurred by the Carrier or any person or body which 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 exercised by the Carrier at any time and at any place, and the Merchant shall be deemed to have accepted the delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.
 - 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.

- 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 \$500 lawful money 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, whichever is the greater, and the Carrier shall be liable for the loss or damage to or in connection with the cargo in excess of such partial loss or damage, unless the nature of the cargo and valuation higher than \$500 per package or per shipping unit shall have been declared by the Merchant before shipment and inserted in this Bill of Lading, and extra freight paid if required. In such case, if the actual value of the cargo exceeds the value of the cargo as so declared, the value shall nevertheless be deemed to be the value of the cargo and the Carrier's liability, if any, shall not exceed the declared value.
- The words "shipping unit" shall mean each physical unit (e.g., container, bundle, pallet, etc.) or piece of cargo not shipped in a package, including articles or things of any description whatsoever, except cargo shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight and related charges.
- a)** As to cargo shipped in bulk, the limitation applicable thereto shall be the limitation provided in Section 1304(f) of COGSA, or such other legislation to which it may be compulsorily applicable, and in no event shall anything herein be construed as a waiver of limitation as to cargo 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 deemed a single package and the Carrier's liability limited to \$500 with respect to each such package, except as otherwise provided in this Clause or elsewhere in this Bill of Lading with respect to each such package. 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 be deemed to be the limitation applicable to the cargo as so described in this Clause and the Merchant shall be deemed to have accepted the delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.
- Where a Container is 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 deemed a single package and the Carrier's liability limited to \$500 with respect to each such package, except as otherwise provided in this Clause or elsewhere in this Bill of Lading with respect to each such package. 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 be deemed to be the limitation applicable to the cargo as so described in this Clause and the Merchant shall be deemed to have accepted the delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

- 21. NOTICE OF CLAIM: TIME FOR SUIT.** As upon 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 for or on account of the 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 facie evidence of discharge/delivery in good order by the Carrier. The Merchant shall be deemed to have accepted the delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.
- In any event, the Carrier shall be discharged from all liability of whatsoever nature unless suit is brought within 1 year after delivery of the Goods or the date when the Goods should have been delivered, provided however, that if any claim should arise during a period in which compulsory legislation shall apply of its own force and effect, such as during the tackle-to-tackle period, it shall nevertheless be deemed to be the limitation applicable to the cargo as so described in this Clause and the Merchant shall be deemed to have accepted the delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.
- Such shorter period shall not be deemed "brought" unless jurisdiction shall have been obtained over 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 be deemed to be the limitation applicable to the cargo as so described in this Clause and the Merchant shall be deemed to have accepted the delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

22. JURISDICTION

- The specific court and location of whatsoever nature under or in connection with this Bill of Lading shall be determined by the [insert] and the parties shall be deemed to have accepted the delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.
- 23. NON-WAIVER AND SEPARABILITY.** Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or any immunity, exemption, exclusion, limitation or exonerations from liability contained in the laws of the United States, or of any other country which may be applicable to the Carriage of Goods by Sea Act, or the Terms and Conditions of this Bill of Lading. The terms and conditions of the carrier's applicable tariff 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.