

### UWL, Inc.

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

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

# rrival Notice

Page 1 of 2

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

SHIPMENT SSESGN2412236037 CONSOL CSESGN2412185767 DATE 02-Jan-25 13:26

SHIPME	NT DETAILS					PR	RINTED BY:	Joao Gomes	
SHIPPER				CONSIGNEE					
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				The Lovesac Company 2 Landmark Sq Ste 300 Stamford CT 06901-2410 United States					
NOTIEV	BARTY		COODS AVAILABLE AT						
NOTIFY PARTY  DAMCO CUSTOMS SERVICES INC 500 W 190th Street 5th Floor Gardena CA 90248 United States				GOODS AVAILABLE AT Union Pacific Railroad 3000 Patterson Rd Joliet IL 60436-9305 United States FIRMS Code: I206					
Phone: Fax:			Phone:						
RELEAS				ITY TYPE		T GAL			
OBO - O	riginal Bill - Surrendered at Oriç	gin	GEN (Ger	GEN (General) - 94019999					
INCOTE	INCOTERM			ADDITIONAL TERMS					
FOB - Fr	ee On Board								
CARRIER Swire Shipping Pte Ltd (Swire Projects)			GOODS TO BE CLEARED BY						
Carrier SCAC QWJA			Agent SCAC						
ORDER NUMBERS / REFERENCE ., H24ADM18754			OCEAN BILL OF LADING NI501HMS0391 HOUSE BILL OF LADING UWLD24L236037						
PACKAG 344 CTN	GES I (OUTER), 0 CTN (INNER)	WEIGHT 8496.800 KG	VOLUME 61.920 M3	}	<b>CHARGE</b> 61.920 M		EST DEL	IVERY	
	COLLECTED FROM	ETD	GOODS D	ELIVERED	TO		ET	Λ.	
	= Ho Chi Minh City, Viet Nam	22-Dec-24				Jan-25			
ROUTING	G INFORMATION								
Mode	Vessel / Voyage / IMO(Lloy	yds) Carrier	Load	Disch.	ETD	ETA	ATD	ATA	
SEA	NADI CHIEF / 2501E / 9861	885 Swire Shipping Pte	VNSGN =	USSEA =	22-Dec-24	08-Jan-25	22-Dec-24		
		Ltd (Swire Projects)	Ho Chi Minh City	Seattle					
RAI	RAIL / 09-Jan	Swire Shipping Pte	USSEA =	USCHI =	09-Jan-25	16-Jan-25			
		Ltd (Swire Projects)	Seattle	Chicago	00:00	00:00			
CONTAINER INBOND TRANSIT (IT) NUMBER			SEAL			WEIGH		PACKS	
UWW.14405755			TYPE			VOLUMI		RAIL AMS #	
UWLU4105755 609912564			F101648 40HC FCL			8496.800 KG 61.920 M		344 CTN	
GOODS	DESCRIPTION		40110 FOL			01.320 IVI			
	NALS SIDE AND SEAT			_					
MARKS	AND NUMBERS								
N/M	<u> </u>	<u> </u>							

Yours Sincerely,

Joao Gomes

## **Arrival Notice**

Page 2 of 2

THE IMPORT MANAGER The Lovesac Company 2 Landmark Sq Ste 300 Stamford CT 06901-2410 SHIPMENT <u>SSESGN2412236037</u>

CONSOL CSESGN2412185767

DATE 02-Jan-25 13:26

Hybrid Carrier

Email: joao.gomes@shipuwl.com



Bill of Lading

OTI NO. 020340NF

<u> </u>	<b>—</b> • .					
SHIPPER / EXPORTER COMPLETE NAME AND ADDRESS TAN HOANG GIA TRADING CO.,LTD		DOCUMENT NO. UWLD24L236037	UWL BOOKING REFERENCE			
10/14 XUAN DIEU STREET , WARD 4 ,		0WEDZ4EZ30037	SSESGN2412236037			
TAN BINH DISTRICT , HOCHIMINH CITY ,		EXPORT REFERENCE	OCEAN BOOKING NO.			
VIETNAM		LoveSac	H24ADM1	L8754		
			MBL NO:QWJANI501HMS0391			
CONSIGNEE (COMPLETE NAME AND ADDRESS)		FORWARDING AGENT REFERENCES				
THE LOVESAC COMPANY 2 LANDMARK SQUARE, SUITE 300 STAMFORD, CT 06901 IOR & EIN: 32-051495800		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		FOR DELIVERY APPLY TO:				
1) DAMCO CUSTOMS SERVICES 500 WEST 190TH STREET, 5TH FLOOR SUITE 500 GARDENA, CA 90248, UNITED STATES CONTACT - LUCY GARCIA EMAIL - LOVESACTEAMBUNS.MAERSK.COM MOBILE: 323-203-5934 TAX ID 43-1185120 2) GEMINI SHIPPERS ASSOCIATION 137 WEST 25TH STREET, 3RD FLOOR NEW YORK, NY 10001		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	Fax: +1 440-356-8870				
·	,		т			
VESSEL	PORT OF LOADING	COPY	NUMBER OF ORIGINALS			
NADI CHIEF / 2501E	HO CHI MINH CITY, VIET NAM	Original Bill Commondant	3			
PORT OF DISCHARGE	PLACE OF DELIVERY	Original Bill - Surrendered at Origin				
SEATTLE, UNITED STATES	CHICAGO, UNITED STATES	Origin				
	PARTICULARS FURI	NISHED BY SHIPPER				
MARKS & NOS / CONTAINER(S) NOS NOS OF PKGS	DESCRIPTION OF PA	ACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT		
N/M		8496.800 кG	61.920 м3			
UWLU4105755 F101648		olume Packages Mode 20 M3 344 CTN CY/CY*				

TOTAL NUMBER OF PK

ONE CONTAINER(S)

INCOTERM: FOB

\*Shipper Load and Count

SHIPPED ON BOARD 22-Dec-24 NSA: UWLD24037

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

CHARGES, INCLUDING FREIGHT

RATE PREPAID COLLECT

RECEIVED by Carrier for the Shipper in good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in box entitled "Description of Packages and Goods" for carriage subject to all the terms herof from the Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTTING THIS HOUSE BILL OF LADING THE SHIPPER EXPRESSLEY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF THE GOODS AND THE MERCHANT AND WARRANTS HE HAS AUTHORITY TO DO SO. ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND TERMS AND CONDITIONS OF THE CARRIRS APPLICABLE TARIFF AS IF THEY WERE SIGNED BY THE SHIPPER. Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorized representatives. Bill(s) printed as a Sea Waybill (other than line of credits) is not a 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.

вү	UWL VNM
	AS CARRIER

### 1. DEFINITIONS

DEFINITIONS
[Insert] is a trade name for [insert name and address]
[Insert] is a trade name for [insert name and address]
[Insert] is a trade name for [insert name and address]
[Insert] is a well as lectronic express as the property of th

re.
"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, frailer, flatbed, transportable tank, railroad car, vehicle, flat, flatrack, pallet, skid,
orm, cradle, sling-oad or any other article of transport and any equipment associated or apputreannt thereto.
"Goods" means the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of arrier.

g) "Goods" means the cargo received from the shipper and described on the face side hereot and any Container not supplied by or on benario of Carrier for the person and the cargo presented and the cargo presented the temperature of the cargo and the servants and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all of the cargo and the servants and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all of the cargo and the servants and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all of Lading.

(1) "On Board" or similar words endorsed on this Bill of Lading, and that in a Port to Port movement, the Goods have been loaded on board the vessel or are in the custody of the actual ocean carrier. In the event of internation, if the originating carrier is an inland or coastal Participating carrier and en route or are intended to be transported to the Port of Loading named on the reverse side.

(1) "Participating carrier" means any other carrier by water, land or aris, performing any stage of the Carriage, including inland carriers, whether acting as sub-carrier, connecting carrier, substitute carrier and/or ballee.

(2) "Person means an individual, a partnership, be body corporate or any other entity of whatsoever nature.

(3) "Person means an individual, a partnership, be body corporate or any other entity of whatsoever nature.

CARREYS TARIEFS. The condex carried hereunde are subject to all the terms and conditions of the Cyrrer's applicable shall for realifs on fill with the Federal Markine Commons. The conditions are the replacement of the Common of the Cyrrer's applicable shall for the carriage and said terms and conditions are hereby incorporated herein as part of the Terms and Conditions of this Bill of Lading. Continue of the relevant provisions of the applicable shaff or tariffs are obtainable from the Carrier, Federal Martime Commission of the Cyrrer of the Commission or other regulatory body upon request. In the event of any conflict between the terms and conditions of such tariff or tariffs and the Terms and Conditions of this Bill of Lading, the Bill of Lading, the Bill of Lading, the Bill of Lading, this Bill of Lading, the Bill of

3. WARRANTY/ACK/NOW/EDGMENT. 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 or charters vessels, as a result of which the Carrier or any sub-carrier, connecting carrier or substitute carrier (which may be a NVOCC) will be required to contract with an actual 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 carriary in yessel on the face side hereof, it knows or credit elemine the name of the actual ocean carrier and the terms and conditions of the actual ocean carrier's bill of lading and applicable tarff(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 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 production of the Unification of Certain Rules Relating to Bills of Lading, dated at ordinance or statute of the Convention of the Unification of Certain Rules Relating to Bills of Lading shall be detered as surrender by the Carrier of any of the sponsy of the State ("CoSA"), approved April 16, 1336, and nothing herein contained, unless otherwise stated, shall be deemed a surrender by the Carrier of any of the sponsy of the State ("CoSA"), approved April 16, 1336, and nothing herein contained, unless otherwise stated, shall be deemed a surrender by the Carrier of any of the sponsy of the State ("CoSA"), approved April 16, 1336, and nothing herein contained, unless otherwise stated, shall be deemed a surrender by the Carrier of any of the State ("CoCA") approved April 16, 1336, and nothing the content of the Carrier of the State ("CoCA") and the Carrier of the CoCA's and the Carrier of the CoCA's of the Carrier of the CoCA's and the C

contractor, whether in tort, contract of otherwise.

5. THROUGH TRANSPORTATION. When either the Place of Receipt or Place of Delivery set forth herein is an inland point or place other than the Port of Loading (Through Transportation basis), the Carrier will procure transportation to or from the sea terminal and such inland point(s) or damage of Whatsoever nature and howsoever arising to the following extent, but no further.

8. Upon proof that the loss or damage arose during a part of the Carrier shall be liable for loss or applicable legislation, as set forth in Clause 4. a) hereof, said legislation shall apply; or applicable legislation, as set forth in Clause 4. a) hereof, said legislation shall apply; or applicable legislation, as set forth in Clause 4. a) hereof, said legislation shall apply; or subdivision thereof contains provisions that are compulsorily applicable and would have applied if the Merchant had made a separate and direct with the contains provisions that are compulsorily applicable and would have applied if the Merchant had made a separate and direct with the contains provisions that are compulsorily applicable and would have applied if the Merchant had made a separate and direct with the contains provisions that are compulsorily applicable and would have applied if the Merchant had made a separate and direct with the contains provisions that are compulsorily applicable and would have applied if the Merchant had made a separate and direct with the contains the contains provisions that are compulsorily applicable to the provisions of such law.

9. If it is hould 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 servents, and be subject to law compulsorily applicable to the carrier shall be entitled to all rights decay, immunities or an increase of any of its rights, defenses, immunities, exemptions, however, that nothing contained herein shall

any of its responsibilities or liabilities under this bill of Lading, the Carrier's applicable farm or laws applicable or relating threeto.

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

8. SUBCONTRACTING-BENEFICIARIES

a) The Carrier's 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, handling and any and all duties whatsoever undertaken by it in relation to the Goods or Containers or other packages or any other goods, handling and any and all duties whatsoever undertaken by it in relation to the Goods or Containers or other packages or any other goods, regardless of the port or place where any loss or damage shall occur and without even if the Goods or other goods are transported on free in. Stowed andlor free out 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 inland) carriers and all stevedores, terminal operators, warehousemen, crane operators, watchmen, carpenters, ship cleaners, surveyors and all independent contractors, inclusive of all persons providing any service whatsoever. In contracting for the foregoing exemptions, limitations of an exonerations from liability the carrier is acting as agent and russer and on behalf of all persons acting or by whom retained and paid, it being always understood that said beneficianes are not entitled to any greater of further exemptions, continued to the carrier and the participation from liability the carrier has continued and the carrier and on the participation by other carriers to accomplish the total or any part of the carriege and on the participation by other carriers to accomplish the total or any pa

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

7. MRCHANTS RESPONSIBILITIES/DISS/CRIPTION OF GOODS

8. The description and prescription and prescription and prescription and the codes 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 any representation made including, but not limited to, weight, content, equantity, quality, condition, marks, numbers and value are correct.

9. The Merchant warrant store, the Cooks are packed in a manner adverted by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering, addressing or any other particular relative to the Goods.

9. 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.

9. 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. If any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles and so as to comply with all applicable laws, regulations and requirements. If

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 carrier on deck is considered for all legal purposes to be cargos stowed under deck. Goods stowed in Containers on deck shall be subject to the legal action of the carrier of the carrier

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

Of If a Container has been stuffed by or on behalf of the Merchant, the Carrier, any Participating Carrier, all independent contractors and all persons rendering any service whatsoever hereunder shall not be liable for any loss or damage to the Goods. Containers or other packages or 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 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.

(3) The Merchant aknowledges has been inspected by it or on its behalf before stuffing and sealing.

(4) 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.

9. CONTAINERS WITH HEATING OR REEFER APPARATUS. Containers with temperature or atmosphere control apparatus for heating, refrigeration, ventilation or otherwise will not be furnished unless contracted for expressly in writing at time of booking and, when furnished, may entail 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.

The defendence of the description of the absence of an express request, it shall be conclusively presumed that the use of a dry container is appropriate to the Goods.

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 functioning of temperature or atmosphere-controlled Containers not owned or leased by Carrier or for latent defects not discoverable by the expression of the container is stuffed or partially stuffed by on behalf of the Merchant, the Merchant warrants hat it has properly pre-cooled the Container, that the Goods have been properly stuffed and secured within the Container and that the temperature controls have been properly set properly set properly set properly of the Container to the Carrier, its agents, servants, or any Participating carrier or independent contractor. The Merchant accepts responsibility for all loss or damage of whatspeever nature resulting from a breach of any of these warranties, including but not limited to other cargo consolidated in the Container with the Merchant's Goods or to any other cargo, property or person damaged or injured as a result thereof, and the Merchant agrees to defend, indemnify and hold the Carrier, Participating carriers and independent contracts, their against and servants, harmless from and against all claims, suits, proceedings and all other consequences there of regardless of their nature and ment.

10. CARRIER'S EQUIPMENT-INDEMNITY Whenever the Merchant, or an agent, servant, contractor or anyone else acting on its behalf, directly, takes possession of or exercises control over a cheffic agent dor any equipment whistoever owned for leased by, or the edge of the

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 carnot safely or properly be carried or transportation thereof and/or take any measures and/or incur any reasonable additional expenses to continue the Carriage or to store the Goods, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional 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 is 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 whistoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived, and the burden of proving liability being in all respects upon the Merchant. Except as may be otherwise provided, such simpments shall be deemed Goods and shall be subject to all Terms and Continos of this Bill of Leding.

METHODS AND ROUTES OF TRANSPORTATION. With respect to the Goods or Containers or other packages, the Carrier may at any and without notice to the Merchant:

ne 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 er everse side herror!

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 he 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 ut of geographical rotation;
d) group and the contraction of the con

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 coccurring 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 moor or commence or commence for cominger for the properties of the control of the Carrier or any part of them or commence or commence for cominger for the properties of the properties of the commence of the carrier of the commence of the company of the commence of the company of the commence of the company o

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 devlation.

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 already they shall be contained to the packages of the Carrier than the contained to the container to the Goods are and without an analysis of the container of the Carrier than the container of the Carrier than the Carrier shall be entitled to devan the container 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.

If the Goods are stowed within a Container owned or leased by the Carrier, the Carrier shall be entitled to devan the container 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. It is option, such that the container of the Merchant and Goods. It is option, such that the container of the Merchant and Goods. It is option, such as the container of the Merchant and Goods. It is option, such as the container of the Merchant and Goods. It is only that the Merchant shall provide the Merchant shall provide the Merchant shall provide the Merchant and Goods. Blocking of the Goods into such lighters or other off to take delivery alongside the Vessel at the risk and expense of the Goods. It is contained to the Merchant and Goods. Blocking of the Goods into such lighters or other off at shall constitute proper delivery, and any further responsibility of Carrier with respect to the Goods shall thereupon terminate.

delivery, and any further responsibility of Carrier with respect to the Goods shall thereupon terminate.

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

Charges shall be deemed earned on acceptance of the Goods or Containers or other packages for shipment by the Carrier and shall be paid by the Merchant in full, without any offset, counterclaim or deduction, cargo and/or vessel or other conveyance lost or not lost, and shall be non-returnable in any event. Such such as the convergence of the Goods or Containers or other packages for shipment by the Carrier in the convergence of the Carrier in the Carrier shall be considered the exclusive agent of the Merchant for all purposes, and any payment of Charges to other than the Carrier shall be considered the exclusive agent of the Carrier.

The Merchant shall defend indemnify and belight the Carrier see 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 agent and servants, harmless from and against all liability, loss, damage and expense which may be sustained or incurred relative to the above.

To 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 attorney' fees. Such lien may be enforced by the Carrier by public or private sale at the expense of and without notice the Merchant. See the contract of the cost of th

18. 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 the nature of the Goods. Acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions or rust, oxidation or the like did not exist on receipt.

19. GENERAL AVERAGE

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

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

connection.

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

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

20. LIMITATION OF LIABILITY. Except as otherwise provided in this Clause or elsewhere in this Bill of Lading, in case of any loss or damage to or in connection with cargio exceeding in actual value the equivalent of \$500 ladwill unoney of the United States, per package, or in case of cargon or shipped in packages, per shipping unit, the value of the cargo shall be deemed to be \$500 per package or per shipping unit shall exceed such dealer than \$500 per package or per shipping unit shall exceed such dealer than \$500 per package or per shipping unit shall exceed such dealered 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 per package or per shipping unit shall exceed such dealered value the value shall neverteless be deemed to be declared value than \$500 per package or per shipping unit shall exceed such dealered value and the Carrier's liability, if any, shall not exceed the declared value the value shall neverteless be deemed to be declared value. The value shall neverteless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value. The value shall neverteless be deemed to be declared value, the value shall neverteless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value that the value shall neverteless be deemed to be declared value. The value shall neverteless be deemed to be declared value that the value shall neverteless be deemed to be declared value. The value shall never shall be the limitation shall repeat the weight or measurement unit employed in calculating freight and related charges.

As to cargo shipped in bulk, the limitation applicable thereto shall be the limitation provided in Section 1304(5) of COGSA, waiver of limitation as to cargo shipped in bulk, whe compulsorily applicable, and in no event shall an

entitled to avail itself of such lesser limitation

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

In any event, the Carrier shall be discharged from all liability of whatsoever nature unless this throught within 1 years after delivery of the Carrier of such Goods.

In any event, the Carrier shall be discharged from all liability of whatsoever nature unless this throught within 1 year apart of the transport which is subject by applicable law and/or tariff and/or contract to a shorter period froit cert of claim or commencement of suit, any liability whatsoever of the Carrier shall cease unless proper claim is made in writing and suit is brought within such shorter period on the carrier of the Carrier shall cease unless proper claim is made in writing and suit is brought within such shorter period. Shall not be deemed "Twought" unless jurisdiction shall appead to the transport which the tackle-to-tackle period, it shall nevertheless apply during all non-compulsory periods during which the Carrier remains responsible for the Goods.

22. JURISDICTION

1. disjutes of whatsoever nature under or in connaction with this Bill of Lading shall be determined by the finsert specific court and lucation) to the sectlusion of any other court PROVIDED ALWAYS that the Centrier may in its absolute and sele discretion invoke or voluntarily submit to the furnished could properly assume jurisdiction to hear and determine such disputes, but such shall not constitute a waiver of the terms of this provision in any other crust.

23. NON-WAIVER AND SEPARABILITY. Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or any defense, immunity, exemption, limitation of or exoperation from liability contained in the laws of the United States, or of any other country whose laws may be compulsorily applicable. The Terms and Conditions of this Bill of Lading (including all the terms and conditions of the carrier's applicable 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.