



CONPEND BANK LTD.

## COVER LETTER

NEW YORK; 08/12/2019

ISSUING BANK:  
SURINAM COMMERCIAL BANK LTD.  
NEW YORK /USA.

We herewith enclose the following documents under

L/C Number: **UCPTTEST45678**

DOC.AMOUNT: USD 110,000.-

MATURITY DATE: 02/01/2020

TENOR: 30 DAYS AFTER B/L DATE

**APPLICANT:**

Mistery Man Ltd.  
23 Third Lane Square  
4456 Havana, Cuba

**BENEFICIARY:**

Michaels Corp.  
79 Liberty Square  
LP 56 Beirut – Lebanon

**DOCUMENTS ENCLOSED:**

- 1/1 DRAFT FOR USD 110,000.-
- 2/2 Commercial Invoice
- 1/1 Packing List
- 1/1 CERT.OF ORIGIN
- 2/3 BILL OF LADING
- 1/1 BENEFICIARY'S CERT.
- 1/1 MISSING CARGO CERT.

**DOCS RECEIVED:**

**23 -12- 2019**

MR. LEO CREDIT  
TF Officer

**P. SELLERS CORP.**234 LIBERTY SQUARE  
NYC577 NEW YORK, NY55, U.S.A.

INVOICE Date: 12/11/2019

**ORIGINAL****COMMERCIAL INVOICE**

<b>Export References:</b> Refridged 567		<b>Invoice Number:</b> XCD/78-20				
<b>Seller Name and Address:</b> P. Sellers Corp. 234 Liberty Square NYC 577 New York – NY55, U.S.A.		<b>Agent at Discharge Port:</b> Aliaksandr Grigorievich Lukashenka Panamanian Street Panama City D.C. 09331		<b>Sold To Name and Address:</b> Everywhere Towels Pte.. Lungo Building, State Street 1205 BB Amsterdam, Netherlands		
<b>ISSUING BANK:</b> The First Conpend Bank Ltd., New York		<b>Notify Party Name and Address:</b> Freeze Frames Pvt. 23 Third Lane Square 4456 LONDON SE55, United Kingdom		<b>Date of Shipment:</b> 02 <sup>nd</sup> December 2019 <b>BL Number:</b> PPR9056 <b>Currency:</b> USD <b>Letter of Credit Number:</b> UCPTTEST45678		
<b>Conditions of Sale and Terms of Payment:</b> Subject to Incoterms® 2020 <b>Payment Terms:</b> By Payment under L/C <i>Delivery Terms: CIF <b>DUBAI</b></i>		<b>Vessel: OOCL KOBE</b> <b>Port of Loading:</b> Frankfurt, Germany <b>Port of Discharge:</b> Toronto <b>Final Destination:</b> New York, U.S.A.		<b>Total Number of Packages:</b> 50 <b>Total Net Weight (kgs):</b> 5000 KG <b>Total Gross Weight (kgs):</b> 5523 KG		
<b>Line No.</b>	<b>Item Number, Harmonized Number, Product Description</b>			<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>


1.	4 Containers said to contain: Refrigerator, Electrical Stove, Microwave Oven, Coffee Machines  Goods origin: Cuba  Unit Price Usd 6,00	15.000	\$ 5, -	TOTAL AMOUNT:  USD 75.000,00
----	--	--------	---------	------------------------------------

<b>Authorized Signature:</b>	<b>AGENT: MR JONES FROM LAGOS LTD.</b>
<b>Name:</b> Eddy Exporter	<b>Title:</b> Export Manager

*This invoice is for data purposes only and not intended for payment purposes.*

– Copyright CONPEND BV. –

*The data provided is fictional and for reference purposes only. Applicable regulatory publications should always be referenced as appropriate. This Invoice forms an integral part of and remains property of Proferus in conjunction with 'TrafinaS'.*

Account Name and Logo Here (include phone, fax and OTI license number)			<b>BILL OF LADING</b>	
SHIPPER/EXPORTER (provide complete name and address)  <b>Time Keepers Ltd.</b> <b>Freedom Square 55, Tower B, 45th</b> <b>Floor, New Orleans, U.S.A.</b>		BOOKING NO:  		BILL OF LADING NO:  <b>BL-MNO12</b>
CONSIGNEE (please provide complete name and address)  <b>Insomnia GmbH., . / Carnal Street 58,</b> <b>Newcastle, United Kingdom</b>		EXPORT REFERENCES:  		
		FORWARDING AGENT / FMC NO: <b>The Agents Pte.Ltd.</b> <b>Uniconr Lane 345,</b> <b>Johannesburg, RSA</b>		
NOTIFY PARTY (please provide complete name and address)  <b>The Buyers Ltd.</b> <b>23 Third Lane Square</b> <b>4456 LONDON SE55, United Kingdom</b>		FOR DELIVERY OF GOODS PLEASE PRESENT DOCUMENTS TO:  <b>ALSO NOTIFY:</b> <b>THE CONPEND BANK LTD. / NEW YORK</b>		
		POINT AND COUNTRY OF ORIGIN: <b>INDONESIA</b>		
MODE OF INITIAL CARRIAGE	PLACE OF INITIAL RECEIPT <b>TOKYO</b>		DOMESTIC ROUTING/EXPORT INSTRUCTIONS	
VESSEL NAME <b>OOCL KOBE</b>	PORT OF LOADING <b>Beirut, Lebanon</b>			
PORT OF DISCHARGE <b>Bristol</b>	PLACE OF DELIVERY BY CARRIER <b>Ede</b>		FREIGHT PAYABLE AT  <b>Destination</b>	TYPE OF MOVEMENT
<b>PARTICULARS FURNISHED BY SHIPPER</b>				
MARKS & NOS/CONT. NOS	NO. OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
<b>CONTAINER NO.</b> <b>BBT56-78</b>  <b>CONNECTING</b> <b>VESSEL: CS</b> <b>CALVINA</b>	<b>456</b>	<b>Fivethousand Bottles of First</b> <b>Class Champagne, packed in</b> <b>blue bottles labelled Free Drinks</b>  <b>CIF TORONTO /</b> <b>ORIGIN OF THE GOODS : CUBA</b>  <b>NUMBER OF ORIGINALS: 3 (THREE)</b>	<b>5523 KG</b>	<b>LC NO.: TYLR78</b>  <b>SHIPPED ON</b> <b>BOARD:</b> <b>02/12/2019</b>
TOTAL NUMBER OF PKGS.				
<b>Liability Information</b> Clause 20 on the reverse side hereof limits the carrier's liability to a maximum of US\$500 per package or customary freight unit by incorporation of the Carriage of Goods by Sea Act. To protect for a higher value, you may declare a higher value and pay the ad valorem freight charge or purchase cargo insurance.  <b>Declared Value:</b> The shipper may increase the carrier's liability by declaring a higher value in the "Declared Value" box to the right and paying the additional charge that accompanies this.  <b>Insurance:</b> The shipper may also purchase insurance on the goods listed on this bill of lading by indicating this in the box to the right and paying the additional premium.			<b>DECLARED VALUE: \$</b> _____  <i>If shipper enters a value, carrier's limitation of liability shall not apply and the ad valorem rate will be changed.</i>	
			<b>SHIPPER REQUESTS INSURANCE:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Must check one box!</i> Amount: \$ _____	
FREIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENTS  SUBJECT TO CORRECTIONS			RECEIVED FOR SHIPMENT from the MERCHANT in apparent good order and condition unless otherwise stated herein, the GOODS mentioned above to be transported as provided herein, by any mode of transport for all or any part of the Carriage, SUBJECT TO ALL THE TERMS AND CONDITIONS appearing on the face and back hereof and in the CARRIER'S applicable Tariff, to which the Merchant agrees by accepting this BILL OF LADING.  Where applicable law requires and not otherwise, one original Bill OF LADING must be surrendered, duly endorsed, in exchange for the GOODS or CONTAINER(S) or other PACKAGE(S), the others to stand void. If a 'Non-Negotiable' BILL OF LADING is issued, neither an original nor a copy need be surrendered in exchange for delivery unless applicable law so requires.	
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">    Place of Issue: PARIS </div> <div style="width: 40%; text-align: center;"> PREPAID    COLLECT </div> </div>				
BY <b>BLUE LINE SHIPPING CO.</b> <b>AS CARRIER</b>			<b>03/12/2019</b>	
DATED _____				

[Insert] is a trade name for [Insert name and address].

a) "Bill of Lading" as used herein includes conventional bills of lading, as well as electronic, express or other bills of lading, sea waybills and related documents, howsoever generated, covering the Carriage of Goods to, from or through the United States, whether or not issued to the Merchant.

b) "Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods.

c) "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.

d) "Charges" means freight, deadfreight, demurrage and all expenses and money obligations incurred and payable by the Merchant.

e) "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.

f) "Cargo" 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.

g) "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 any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all Charges and for the performance of the obligations of the Merchant under this Bill of Lading.

h) "On Board" or similar words endorsed on this Bill of Lading mean that in a Port to Port movement, the Goods have been loaded on board the Vessel or are in the custody of the actual ocean Carrier. In the event of intermodal transportation, if the originating carrier is an inland or coastal carrier, then 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 whose route is intended to be a Port to Port of Loading named on the reverse side of this Bill of Lading.

i) "Participating carrier" means any other 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.

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

k) "Vessel" means the ocean vessel named on the face side hereof and any substitute vessel, feedship, barge, or other means of conveyance by water used in whole or in part by the Carrier to fulfill this contract.

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 any vessel or vessels of which the Carrier or any sub-carrier or sub-carrier or substitute carrier may be an NVOCC will in the future 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.

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, August 25, 1924, the provisions of which cannot be departed from, and suit or other proceeding is instituted and litigated in such port or locality, the Goods or Containers shall remain under the control of the Carrier, and the Goods or Containers shall not be subject to seizure, arrest 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 as compulsorily applicable ordinances or statutes. The provisions of COGSA or such compulsorily applicable ordinances or statutes except as expressly stated herein shall not apply to the Goods or Containers on loading or on discharge from the ship through the port of destination, through the port of origin, through the port of transshipment or through the port of call, if the Goods or Containers or other packages are in the care, 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 Goods or Containers are in the possession of the Carrier. 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 loss of 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 provisions of this Bill of Lading in which law is stated to apply shall prevail over the provisions of the provisions of Sections 4281 through 4286, inclusive, and 4289 of the Revised Statutes of the United States and amendments thereto.

d. The rights, defenses, exemptions, limitations of and exonerations from liability and immunities of whatsoever nature provided for in this Bill of Lading shall be available to the Carrier, its agents and servants and/or any Participating carrier or independent contractor, whether in tort, contract or otherwise.

place(s) 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 whatsoever arising to the following extent, but no further:

a) Except as hereinabove provided, the Carrier shall not be liable hereunder 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 thereof, or any other authority, has been applied if the Merchant had made a direct contract 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 limited to the extent of the applicable 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 Carrier Participating carrier or independent contractor, then the liability of the Carrier Participating carrier or independent contractor, its limitations of and exonerations from liability of whatsoever nature accorded under such bill of lading, receipt, tariff and/or applicable law, provided however, that nothing contained herein 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 obligations under this Bill of Lading in relation thereto;

d) Except as hereinabove provided, the Carrier shall have no liability for loss or damage to the Goods.

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.

b) It is understood and agreed that if it should be adjudged that any person or entity other than or in addition to the Carrier is under any responsibility with respect to the Goods or any other goods, regardless of the port or place where any loss or damage shall occur and without prejudice to the rights of the Carrier, that all persons or entities who 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 provided by law or by the Terms and Conditions herein 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, independent contractors, subcontractors, and all other persons or entities who are damaged directly or indirectly during any handling. Notwithstanding the foregoing exemptions, limitations of and exonerations from liability, the Carrier is acting as agent and trustee for and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party to the contract evidenced by this Bill of Lading, regardless for whom acting or by whom retained and paid, it being always understood that said beneficiaries are not entitled to any greater or further exemptions, limitations of and exonerations from liability than those that the Carrier is entitled to in and under the applicable law.

c) The Carrier undertakes to procure such services as may be necessary and shall have the right at its discretion to select any mode of land, sea or air 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 Discharge or from Place of Receipt to Place of Delivery, or any combination thereof, except as may be otherwise provided herein.

d) 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 of and exonerations from liability provided by law or by the Terms and Conditions herein, notwithstanding the actual ocean carrier for the Carriage of the Goods. Notwithstanding, under no circumstances shall the Carrier be responsible for any damages to an extent greater than the actual ocean carrier or any beneficiaries of its bill of lading.

e) No agent or servant of the Carrier or other person or class named in subdivision b) hereof shall have power to waive or vary any of the terms or conditions of this Bill of Lading or to modify or amend it orally or in writing, and no agent or servant of the Carrier shall have authority to bind the Carrier to such waiver or variation.

[illegible]

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 received by the Carrier in a Container shall be deemed to be so stowed. The Merchant agrees to indemnify the Carrier for all claims, damages, losses, expenses and litigation referred to in Clause 4. hereof and will contribute in General Average and receive compensation in General Average, as the case may be.

**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.**

The Carrier has been stowed 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 stowed and its contents secured, (2) by the unsuitability of the Goods for carriage, or (3) by the condition of the Container at the time of its receipt by the Carrier, provided that the condition of the Container furnished which the Merchant acknowledges has been inspected by it or on its behalf before stuffing and sealing.

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 on the face of the Container. Carrier warrants that the temperature controls on the Container are in good working order and that the Carrier will exercise reasonable care to maintain the temperature of the Container in accordance with the temperature range specified by Merchant. The Carrier does not accept any responsibility for the functioning of temperature or atmosphere-controlled Containers not owned or leased by Carrier or for latent defects not discoverable by the examination of the Container.

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 Goods have been properly stuffed and secured within the Container and that the temperature controls have been properly set and maintained. The Merchant warrants that it has exercised reasonable care to ensure that the Goods are properly packed and secured and that the Merchant is responsible for all loss or damage of whatsoever 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 for all claims, suits, proceedings and to all other consequences thereof regardless of their nature and merit.

11. **OPTION OF INSPECTION.** The Carrier and any Participating carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or 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, 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.

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:

- a) use any means of transport (water, land and/or air) or storage whatsoever;
- b) forward, tranship 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;

[illegible]

**14. MATTERS AFFECTING PERFORMANCE.** In any situation whatsoever and wherever occurring and whether existing or anticipated before commencement of, during or after the Carriage, which in the judgment of the Carrier is likely to give rise to any hindrance, risk, capture, seizure, detention, damage, delay, difficulty or disadvantage or loss to the Carrier or any part of the Goods, or make it unsafe, impracticable or inadvisable for the Carrier to proceed on the voyage or to discharge or deliver the Goods, 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 notice to the Merchant, may decline to receive, keep, load, carry or discharge the Goods, or may discharge the Goods and may return the Goods to the place of origin or to any other place, or may dispose of the Goods in any manner, or may use the Goods or the Goods or may forward or tranship 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 or to the Port of Discharge or any other point or until such time as the Carrier deems advisable and may thereupon charge thereat at any place or places. In such event, as herein provided, such discharge or disposal shall be at the expense of the Merchant and Goods and the Carrier shall constitute complete discharge and performance under this contract, and the Carrier shall be free from any further responsibility. For any service rendered as herein above provided or for any delay or expense to the Carrier or Vessel 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. Notice of disposition of the Goods shall be sent to the Merchant named in this Bill of Lading within a reasonable time thereafter.

**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 considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien and without notice, elect to have the Goods stored, if they are or, if containerized, devanned and sent to a warehouse or other place, always at the risk and expense of the Merchant and Goods.

If the Goods are stowed within a Container owned or leased by the Carrier, the Carrier shall be entitled to devan the contents of any such Container, whereupon the Goods shall be considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien and without notice, elect to have same remain where they are or sent to a warehouse or other place, always at the risk and expense of the Merchant and Goods.

At ports or places where by local law, authorities or custom, the Carrier is required to discharge cargo to lighters or other craft or where it has been so agreed or where wharves are not available which the Vessel can get to, be at, lie at, or leave, always safely afloat, or where conditions prevailing at the time render discharge at a wharf dangerous, imprudent, or likely to delay the 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 do so, or if the Vessel cannot find other craft to receive the cargo, the Merchant may engage such lighters or other craft at the risk and expense of the Merchant and Goods. Discharge of the Goods into such lighters or other craft shall constitute proper delivery, and any further responsibility of Carrier with respect to the Goods shall thereupon terminate.

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.

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.

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

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

The Merchant shall defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and servants, harmless from and against all liability, loss, damage and expense which may be sustained or incurred relative to the above.

17. **CARRIER'S LIEN.** The Carrier shall have a lien on the Goods, inclusive of any Container owned or leased by the Merchant, and all equipment and appurtenances thereto, as well as on any Charges due any person, and on any documents relating thereto, which lien shall survive delivery, for all sums due under this contract or any other contract or undertaking to which the Merchant was party or otherwise involved, including, but not limited to, General Average contributions, salvage and the cost of recovering such sums, inclusive of attorneys' fees. Such lien may be enforced by the Carrier by public or private sale at the expense of and without notice to the Merchant.

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 relative to the above and the Merchant agrees to submit to the jurisdiction of any court, tribunal or other body before whom the Carrier may be brought, whether said proceeding is of a civil or criminal nature.

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

19. GENERAL AVERAGE

a) If General Average is declared, it shall be adjusted according to the York/Antwerp Rules of 1994 and all subsequent amendments thereof 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 approved by BIMCO is to be considered as incorporated herein, and the Merchant shall provide such security as may be required in this connection.

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

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.

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 per shipping unit of cargo, the Carrier's liability for loss of or damage to the cargo shall be deemed to be \$500 per package or per shipping unit. The Carrier's liability for partial loss or damage to the cargo shall be determined on the basis of a value of \$500 per package or per shipping unit or pro rata in case of 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 per package or per shipping unit shall exceed such declared value, the value shall nevertheless be deemed to be declared value 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.

As to cargo shipped in bulk, the limitation applicable thereto shall be the limitation provided in Section 1304(5) of COGSA, or such other legislation, convention or law as 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 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 the voyage, the Carrier shall be deemed to have accepted the Container as a package and its liability shall be limited to \$500 per package. Notwithstanding, it shall be deemed that the Carrier has accepted the Container as a package, notwithstanding any during all non-compulsory periods such as, but not limited to, all periods prior to loading and subsequent to discharge from the Vessel and during the entire time for which the Carrier remains responsible for the Goods.

Further, where a lesser monetary limitation is applicable, such as during handling by a Participating carrier or independent contractor and damage occurs during its or their period of care, custody, control and/or responsibility, the Carrier shall be 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 discharge/removal of the Goods by the Merchant or, if the loss or damage is not then apparent, within 3 consecutive days after discharge/delivery or the date when the Goods should have been discharged/delivered. If not so notified, discharge, removal or delivery, depending upon the law applicable, shall be prima facie evidence of discharge/delivery in good order by the Carrier of such Goods.

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 part of the transport which is subject by applicable law and/or tariff and/or contract to a shorter period for notice of claim or commencement of suit, any liability whatsoever of the Carrier shall cease unless proper claim is made in writing and suit is brought within such shorter period.

Suit 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 apply during all non-compulsory periods during which the Carrier remains responsible for the Goods.

**22. JURISDICTION**

All disputes of whatsoever nature under or in connection with this Bill of Lading shall be determined by the [insert specific court and location] to the exclusion of any other court PROVIDED ALWAYS that the Carrier may in its absolute and sole discretion invoke or voluntarily submit to the jurisdiction of any other court which, but for the terms of this Bill of Lading, 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 instance.

23. **NON-WAIVER AND SEPARABILITY.** Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or any defense, immunity, exemption, limitation of or exoneration 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.



# CERTIFICATE OF ORIGIN

NO. 348/GTO

We herewith certify that this is a Certificate of Origin.  
We have issued it ourselves and it is intended solely for testing purposes  
within Trafinas, the world's most intelligent, fanciest sanction check &  
compliance tool.  
This Certificate is produced and certified in Japan and is therefore of Japanese  
Origin

22,000 Bottles of First Class Champagne, packed in  
blue bottles labelled Test Drinks

L/C No.: UCPTTEST45678

Importer:  
Mistery Man Ltd.  
23 Third Lane Square  
4456 LONDON SE55, United Kingdom

Consignor:  
Michaels Corp.  
79 Liberty Square  
LP 56 New York – NY55, U.S.A.

**Vessel:** *M/V Sailing Home*  
**Port of Loading:** Frankfurt, Germany  
**Port of Discharge:** Toronto  
**Final Destination:** New York, U.S.A.

Issued by The Japanese Chamber of  
Commerce in Tokyo:

Dated: 27/11/2019

YUKIHAMO TINSUI  
Test Inventor Employee