

SHIPPER		<div>DRAFT</div> <div>WAYBILL</div> <div>NON NEGOTIABLE</div>				VOYAGE NUMBER		
THAI HUA RUBBER PUBLIC COMPANY LIMITED 238/1 RATCHADA-PISEK ROAD HUI-KWANG, BANGKOK, THAILAND 10320						L382236		
						WAYBILL NUMBER		
						AYN0971033		
CONSIGNEE		EXPORT REFERENCES						
MICHELIN NORTH AMERICA, INC. ONE PARKWAY SOUTH SC 29602-19001 GREENVILLE UNITED STATES OF AMERICA TEL: 864 458 6037 FAX: 864 458 5531 EMAIL: IMPORT.USA@MICHELIN.COM		LOT-121906-121908						
NOTIFY PARTY, Carrier not to be responsible for failure to notify		<div>CMA CGM</div> <div>CARRIER: CMA CGM Société Anonyme au Capital de 234 988 330 Euros Head Office: 4, quai d'Arenc - 13002 Marseille - France Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95 562 024 422 R.C.S. Marseille</div>						
ROGERS & BROWN CUSTOM BROKERS, INC 150L WEST PHILLIPS ROAD, GREER 29650 SOUTH CAROLINA UNITED STATES OF AMERICA TEL:864 879 2157 FAX:864 879 1044 EMAIL: MICHELIN_BL@ROGERS-BROWN.COM								
PRE CARRIAGE BY*		PLACE OF RECEIPT*		FREIGHT TO BE PAID AT		NUMBER OF ORIGINAL WAYBILLS		
				SINGAPORE		ZERO (0)		
VESSEL		PORT OF LOADING		PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*		
LOW KIM CHUAN 138		PENANG, MALAYSIA		CHARLESTON, USA				
MARKS AND NOS CONTAINER AND SEALS		NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN			GROSS WEIGHT CARGO	TARE	MEASUREMENT
TLLU2110385 SEAL H2757680		1 x 20ST	180 BALES			20000.000	2100	25.000
TRHU2244371 SEAL H8066060		1 x 20ST	180 BALES			20000.000	2100	25.000
TEMU2548914 SEAL H8069327		1 x 20ST	180 BALES			20000.000	2200	25.000
3 121906 3 121907 3 121908		3 X 20'ST CONTAINERS :- 540 BALES NATURAL RUBBER RSS 3 BALE @ 111.11 KGS HS CODE : 400121 N.W. & G.W. 60.000 MTS LOT NO. / CONTAINER NO. / SEAL NO. 121906 / TEMU2548914 / H8069327 121907 / TLLU2110385 / H2757680 121908 / TRHU2244371 / H8066060 FREIGHT PREPAID BY SMPT PTE. LTD. IN SINGAPORE						
Sheet 1 of 2								
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.								
ADDITIONAL CLAUSES								
4. Cargo at port is at merchant risk, expenses and responsibility 5. FCL 77. THC at destination payable by Merchant as per line/port tariff 191. Unless the value of cargo is declared on the face of this bill of lading or waybill in the conditions set for on the reverse, limitation of liability in respect of loss or damage to goods shall not exceed US\$ 500 per package, or customary freight unit if goods are not shipped in package. 194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004. 214. U.S. demurrage and detention conditions are billed per CMA-CGM (America)'s U.S. tariff or service contracts filed with the FMC 216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting thereof and be subject to freight surcharge.				225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading on the deck of any vessel and in taking remittance of this bill of lading the Merchant (including the shipper, the consignee and the holder of the bill of lading, as the case may be) confirms his express acceptance of all the terms and conditions of this bill of lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the goods on the deck of any vessel. 274. The Merchant is responsible for returning any empty container, with interior clean, free of any dangerous goods placards, labels or markings, at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidated damages equivalent to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention and demurrage and/or container indemnity as referred above. 315. Following to the slow down / lock out affecting the US west coast ports, cargo may be discharged in an alternative port without notice - subject to availability - or be on forwarded to the intended port of				
RECEIVED by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of containers or other packages or units indicated above by the Merchant for carriage, subject to all the terms hereof (including the terms on page one) and tariff for the relevant trade, from the place of receipt or the port of loading, whichever applicable, to the port of discharge or place of delivery, whichever applicable. This Waybill is deemed to be a contract of carriage as defined in Article I (b) of the Hague Rules and Hague Visby Rules although this is not a document of title to the Goods. DELIVERY will only be made on Payment of all Freight and Charges and to the named Consignee or any third party nominated by the Consignee by written instruction to the Carrier or his Agent, unless the Shipper instructs otherwise prior to delivery. The rights and liabilities arising according to the terms hereof shall (without prejudice to any rule of common law and status) become binding between the Carrier and Consignee as if this agreement has been made between them and the Shipper guarantees on reception of this Waybill that he has accepted it on his own behalf, on behalf of the Consignee and the Owner of the Goods, and warrants that he has authority to do so. All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Waybill shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office. This Waybill is issued subject to the C.M.I Uniform Rules for Sea Waybills. (OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)								
PLACE AND DATE OF ISSUE		KUALA LUMPUR		17 JUN 2022		SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM (America) LLC as agents for the carrier CMA CGM S. A.		
SIGNED FOR THE SHIPPER								
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING								



DRAFT
WAYBILL
NON NEGOTIABLE

VOYAGE NUMBER
L382236
WAYBILL NUMBER
AYN0971033

PRE CARRIAGE BY*		PLACE OF RECEIPT*		FREIGHT TO BE PAID AT		NUMBER OF ORIGINAL WAYBILLS		
				SINGAPORE		ZERO (0)		
VESSEL		PORT OF LOADING		PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*		
LOW KIM CHUAN 138		PENANG, MALAYSIA		CHARLESTON, USA				
MARKS AND NOS	NO AND KIND	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN				GROSS WEIGHT CARGO	TARE	MEASUREMENT
CONTAINER AND SEALS	OF PACKAGES							

Shipped on Board LOW KIM CHUAN 138 17-JUN-2022 CMA CGM MALAYSIA
SDN BHD (813160-P) As agents for the Carrier

Weight in Kgs Total: 3 CONTAINER(S)

Sheet 2 of 2

60000.000

6400

75.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

destination. All additional costs, including but not limited to storage, demurrage, at the alternative port, or extra on forwarding freight shall be for Merchant's account and payable prior to delivery.

337. This Waybill is governed by the Terms and Conditions available on the CMA CGM website (<http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses>) which the Merchant has read and accepted. The carrier is entitled to deliver the cargo to the Consignee, after payment of any outstanding Freight, on provision of proper proof of identity without the need to produce or surrender a copy of this Sea Waybill.

358. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion. Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge

port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof

366. The Merchant warrants that the particulars relating to the Goods have been checked and that such particulars are adequate and correct. In case of failure of the Merchant to comply with such warranty, the Carrier shall be entitled to charge the Merchant at any time an amount of USD 2,000 per Container or Goods (for non-containerized cargo) as processing and administrative fees. This fee shall also be applicable in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier, or the weight declared to the Carrier (for non-containerized cargo), and the weight declared by the Shipper in his shipping instruction or otherwise weighted during the Carriage.

372. Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or related to the performance of the Carriage of the Goods with third parties, including but not limited to digital supply chain platforms.

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SIGNED FOR THE SHIPPER			
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