SHIPPER **ELEC-TECH HK LIMITED** UNIT 1010-15, 10/F, TOWER B, NEW MANDARIN PLAZA, 14 SCIENCE MUSEUM ROAD, TSIM SHA TSUI EAST,\*\* CONSIGNEE

# DRAFT WAYBILL **NON NEGOTIABLE**

**VOYAGE NUMBER** 0TXC7E1MA

WAYBILL NUMBER

ZSN0524859

## SPECTRUM BRANDS, INC

DBA APPLICA CONSUMER PRODUCTS 3001 DEMING WAY MIDDLETON, WI 53562 ATTN:TERAN EVERETT \*\*\*\*\*

#### NOTIFY PARTY, Carrier not to be responsible for failure to notify **EXPEDITORS INTERNATIONAL**

849 THOMAS DRIVE BENSENVILLE, IL 60106 ATTN: SPECTRUM BROKERAGE TEAM 630-595-3770 \*\*\*\*\*\*

#### **EXPORT REFERENCES** 4363918820725100



9489.340

3900

65.620

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

PRE CARRIAGE BY*			PLACE OF RECEIPT*	FREIGHT TO BE PAID AT		NUMBER OF ORIGINAL WAYBILLS			
		ZHUHAI		VIRGINIA BEACH, VA		ZERO (0)			
VESSEL		PORT OF LOADING		PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*			
CMA CGM SYMI NA		NANSHA		LOS ANGELES					
MARKS AND NOS	NO AND	KIND	DESCRIPTION OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER		ROSS WEIGHT	TARE	MEASUREMENT	

MARKS AND NOS CONTAINER AND SEALS	NO AND OF PACK	 DESCRIPTION OF PACKAGES A SHIPPER'S LOAD STOW A		GROSS WEIGHT CARGO	TARE	MEASUREMENT

SEKU6488982 SEAL C3923685 BLACK + DECKER BREAD MAKER MODEL: BK1050S QTY.:1PC P.O. NO.: DATE CODE:

1 x 40HC 1127 CARTONS

BREAD MAKER MODEL: BK1050S P.O.NO.: 4502420503 HS CODE: 851672 1127 PCS COUNTRY OF ORIGIN: CHINA ALSO NOTIFY 2 SPECTRUM BRANDS, INC. REDLANDS DC C/O OHL 2301 WEST SAN BERNARDINO AVENUE REDLANDS, CA 92374 ATTN: BRYAN MIHLBAUER EMAIL: BRYAN.MIHLBAUER@ SPECTRUMBRANDS.COM EIN CODE: KOWLOON, HONG KONG PHONE: 608-275-4500

FAX: 608-288-4463 EIN CODE: 22-2423556-RH

Continued on Next Sheet

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 274. The Merchant is responsible for returning any empty container, with interior clean, tree or 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)

SHENZHEN PLACE AND DATE OF ISSUE 23 JUL 2022 SIGNED FOR THE SHIPPER \*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING

SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM (America) LLC as agents for the carrier CMA CGM S. A.



# DRAFT WAYBILL **NON NEGOTIABLE**

**VOYAGE NUMBER** 

0TXC7E1MA

WAYBILL NUMBER

ZSN0524859

PRE CARRIAGE BY*		PLACE OF RECEIPT*		FREIGHT TO BE PAID AT		NUMBER OF ORIGINAL WAYBILLS			
		ZHUHAI		VIRGINIA BEACH, VA		ZERO (0)			
VESSEL			PORT OF LOADING	PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*			
CMA CGM SYMI		NANSHA		LOS ANGELES					
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		GI	ROSS WEIGHT CARGO	TARE	MEASUREMENT	

EMAIL:

ORD-SPECTRUMBRANDS@ EXPEDITORS.COM EIN CODE: 22-2423556RH 82-0036

2ND NOTIFY: KUEHNE + NAGEL INC. 20000 S WESTERN AVE

TORRANCE, CA 90501 USA EMAIL: LAX.SPECTRUM@

KUEHNE-NAGEL.COM

Shipped on Board CMA CGM SYMI 23-JUL-2022 CMA CGM ZHONGSHAN As agents for the Carrier

Weight in Kgs Total: 1 CONTAINER(S)

Continued From Previous Sheet

Sheet 2 of 2

9489.340

3900

65.620

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.

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

extra on forwarding freight shall be for Merchants 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

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.

375.Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods listed in this Bill of Lading shall be stuffed and on-carried from the Russian Federation territory or Republic of Belarus before loading at port of loading.

23 JUL 2022

SIGNED FOR THE SHIPPER \*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED

PLACE AND DATE OF ISSUE

TRANSPORT BILL OF LADING

SHENZHEN

SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM (America) LLC as agents for the carrier CMA CGM S. A.