TANDEM Global Logistics

**COMBINED TRANSPORT**
# BILL OF LADING

SHIPPER / EXPORTER
WAH LEE INDUSTRIAL CORP.
10F,NO.235,CHUNG CHENG 4TH ROAD.,
KAOHSIUNG TAIWAN CHINA

B/L NO.
80202611801427

SHIPPER REFERENCE

CONSIGNEE
SPORTSTECH BRANDS HOLDING GMBH
KARL-LIEBKNECHT-STR. 7
10178 BERLIN
EORI NUMBER DE922236333776671

FOR RELEASE OF GOODS APPLY TO
RIECK SEA AIR CARGO
INTERNATIONAL GMBH & CO. KG
KOLUMBUSSTRASSE 14
D - 22113 HAMBURG

NOTIFY PARTY SAME AS CONSIGNEE

2nd NOTIFY

OCEAN VESSEL / VOY. NO.
COSCO SHIPPING PLANET 049W

| PLACE OF RECEIPT | PORT OF LOADING | PORT OF DISCHARGE | PLACE OF DELIVERY |
|---|---|---|---|
| YANTIAN | YANTIAN | HAMBURG | HAMBURG |

PARTICULARS FURNISHED BY SHIPPER

| MARKS AND NUMBERS | NO. OF PKGS | DESCRIPTION OF PACKAGES AND GOODS | GROSS WEIGHT (KGS) | MEASUREMENT (M3) |
|---|---|---|---|---|
| AS PER ATTACHED STATEMENT | | | | |
| TOTAL: | 3 CONTAINER(S) | | 25,506.000 | 173.490 |

SHIPPED ON BOARD 2026/11/8

DECLARED VALUE **COPY NON NEGOTIABLE** READ CLAUSE 8.2 HEREOF CONCERNING EXTRA FREIGHT AND CARRIER'S LIMITATION OF LIABILITY.

FREIGHT AND CHARGES PAYABLE AT

RECEIVED the goods or the containers, vans, trailers, pallet units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated to be transported, delivered or transshipped as provided herein. All of the provisions written, printed or stamped on either side hereof are part of this bill of lading contract

0/NONE

IN WITNESS WHEREOF, the Master or agent of said vessel has signed bills of lading, all of the same tenor and date, one of which being accomplished, the others to stand void.

Tandem Rieck Global Logistics Ltd.

YANTIAN 2026/11/8 80202611801427

**1. DEFINITIONS**

"Carriage" means the whole or any part of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods covered by this Bill of Lading. For Carriage to and/or from the United States of America, including its districts, territories, and possessions (collectively, the "U.S."), "Carrier" means **C.H. Powell Company**. For all other Carriage, "Carrier" means **Tandem Global Logistics**. "Person" means any natural person, firm, partnership, joint venture, corporation, or any other legal entity. "Merchant" includes the consignor, shipper, consignee, owner of the Goods, or the lawful holder or endorsee of this Bill of Lading, and any Person lawfully acting on behalf of any of the aforementioned Persons. "Goods" means the cargo that the Merchant has tendered for Carriage, whether carried on or under deck, and includes any Container not supplied by or on behalf of the Carrier. "Vessel" includes the vessel named on the front page of this Bill of Lading or any substitute for that vessel, and any feeder vessel, lighter, or barge used by or on behalf of the Carrier in connection with any part of the Carriage. "Sub-Contractor" includes, without limitation, owners and operators of vessels (other than the Carrier), stevedores, terminals, warehouses, container freight stations, road and rail transport operators, and any independent contractors employed by the Carrier in the performance of the Carriage and any sub-sub-contractor thereof. The term "Sub-Contractor" shall include direct and indirect sub-contractors and their respective servants, agents, or sub-contractors. "Package" means each Container that is stuffed and sealed by or on behalf of the Merchant, and not the items packed in such Container if the number of such items is not indicated on the front page of this Bill of Lading, and not where the number of such items is indicated by the terms such as "Said to Contain" or similar expressions. "Container" includes, without limitation, any shipping container, open top, trailer, transportable tank, flat rack, platform, pallet, and any other equipment or device used for or in connection with the Carriage. "COGSA" means the Carriage of Goods by Sea Act of the United States of America, Apr. 16, 1936, ch. 229, 49 Stat. 1207, *reprinted in* note following 46 U.S.C. ' 30701. "Hague Rules" means the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, signed at Brussels, August 25, 1924. "Hague-Visby Rules" means the amendments by the Protocol Amending the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, adopted at Brussels, February 23, 1968. "SDR Protocol" means the amendments by the Protocol Amending the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, adopted at Brussels, December 21, 1979. "Charges" includes, without limitation, freight, all expenses, costs, detention, demurrage, general average, and any other money obligations incurred and/or payable by the Merchant, and all collection costs for freight and other amounts due from the Merchant, including, without limitation, attorneys' fees and court costs. "Dangerous Goods" includes any Goods classified or described as dangerous in the International Maritime Organization's International Maritime Dangerous Goods Code or in the Carrier's applicable tariff, and any Goods that could present or could be likely to present any hazard to the transporting conveyance or to other cargo or property or to any Person.

**2. CARRIER'S TARIFF**

The terms of the Carrier's applicable tariff are incorporated into this Bill of Lading as though fully set forth. The Carrier or its agents shall provide copies of said tariff upon request, or where applicable, from a government body with which the tariff is on file. In case of any inconsistency between this Bill of Lading and the applicable tariff, this Bill of Lading shall prevail.

**3. AGREEMENT TO TERMS AND CONDITIONS**

The Merchant or its agent, in tendering the Goods to the Carrier for Carriage, accepts this Bill of Lading and agrees to be bound by all of its terms and conditions, both on the front and reverse pages, whether written, typed, stamped, or printed, as fully as if signed by the Merchant, any local custom or privilege to the contrary notwithstanding, and the Merchant agrees that all agreements or freight engagements for and in connection with the Carriage of Goods are superseded by this Bill of Lading. The defenses and limits of liability of this Bill of Lading shall apply in any action against the Carrier under any legal theory whatsoever, whether in contract, tort, bailment, indemnity, contribution, or otherwise.

**4. SUB-CONTRACTING AND INDEMNITY**

(A) The Carrier has the right at any time and on any terms whatsoever to sub-contract the whole or any part of the Carriage and any and all duties the Carrier has undertaken in respect of the Goods, and/or to substitute any other vessel or means of transport for the Vessel.

(B) The Merchant undertakes that no allegation, claim, or legal action shall be made or brought against any Person other than the Carrier or any Vessel that performs or undertakes the Carriage, including, without limitation, the Carrier's servants, agents, or Sub-Contractors, which imposes or attempts to impose upon any such Person, or vessel owned or operated by such Person, any liability whatsoever, whether arising in contract, tort, bailment, or otherwise, in connection with the Goods or the Carriage. Should the Merchant nevertheless make any such claim or allegation, or bring a legal action, the Merchant undertakes and agrees to defend, indemnify, and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing, every such Person and vessel, including, without limitation, the Carrier's servants, agents, or Sub-Contractors, shall have the benefit of every exemption, defense, and limitation herein benefiting the Carrier, in contract, tort, bailment, indemnity, contribution, or otherwise, as if such provisions were expressly for every such Person's and vessel's benefit, and in entering into this contract of Carriage, the Carrier, to the extent of such exemptions, defenses, and limitations, does so not only on its own behalf, but also as agent or trustee for such Persons and vessels, and such Persons and vessels shall, to that extent, be or be deemed to be parties to this Bill of Lading contract of Carriage.

**5. NOTICE OF CLAIM AND TIME-BAR**

(A) Unless written notice of loss or damage and the general nature of such loss or damage is given in writing to the Carrier or its agent at the Port of Discharge or Place of Delivery, whichever is applicable to the Carriage, before or at the time of the removal of the Goods into the custody of the Person entitled to delivery thereof under this Bill of Lading, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading. If the loss or damage is not apparent, the notice must be given within three days of the delivery.

(B) In any event the Carrier, its servants, agents, and Sub-Contractors shall be discharged from all liability in respect of loss or damage unless suit is brought in the exclusive forum under clause 27(A) or 27(B), as applicable, within nine months after the delivery of the Goods or the date on when the Goods should have been delivered; provided, however, if such time period shall be found to be contrary to any compulsorily applicable law, then the prescribed period under such law shall then apply, but only in that circumstance.

**6. CLAUSE PARAMOUNT**

(A) This Bill of Lading shall have effect subject to COGSA, unless it is adjudged that any other legislation of a nature similar to the Hague Rules, or the Hague-Visby Rules, and/or the SDR Protocol compulsorily applies to this Bill of Lading. Where the Hague Rules, Hague-Visby Rules, and/or the SDR Protocol (collectively, "Hague Rules Legislation") compulsorily applies, this Bill of Lading shall have effect subject to such Hague Rules Legislation. Notwithstanding anything else to the contrary in this Bill of Lading, on all Carriage to and/or from the U.S., this Bill of Lading shall have effect subject to COGSA—the Carrier and Merchant expressly agree, under the section 13 of COGSA, that it shall apply to Carriage between ports of the U.S., in lieu of the Harter Act, 46 U.S.C. sections 30701-30707.

(B) COGSA or the Hague Rules Legislation, whichever is applicable under clause 6(A), shall also apply and govern the Carriage before the Goods are loaded aboard the Vessel and after they are discharged therefrom, and throughout the entire time that the Goods are in the custody of the Carrier, its agents, servants, representatives, and Sub-Contractors.

(C) COGSA or the Hague Rules Legislation, whichever is applicable under clause 6(A), is hereby incorporated into this Bill of Lading.

(D) Agency: Whenever the Carrier undertakes to accomplish any act, operation or service not initially agreed or mentioned on this Bill of Lading, the Carrier shall act as the Merchant's agent and shall be under no liability whatsoever for any loss or damage to the Goods or any direct, indirect, or consequential loss arising out or resulting from such act, operation, or service.

**7. CARRIER'S RESPONSIBILITIES**

(A) The responsibilities of the Carrier for the Goods cover the entire period during which the Carrier is in charge of the Goods, starting from the time the Carrier has taken over the Goods at the Place of Receipt or Port of Loading, as applicable, until the time of delivery thereof at the Port of Discharge or Place of Delivery, as applicable, to the Merchant or to any authority to which the Carrier is required to make delivery by local law or regulation, whichever occurs earlier.

(B) Subject to clause 7(C), if it can be proven that loss or damage to the Goods has occurred during an identifiable segment of the Carriage, the liability of the Carrier, if any, and its right to limit its liability under this Bill of Lading shall be subject to any national law and/or international conventions that are compulsorily applicable to that segment of the Carriage.

(C) Where the liability scheme for interstate surface transportation set forth in United States of America laws collectively known as the "Carmack Amendment" ("Carmack"), 49 U.S.C. sections 14706 and/or 11706, would otherwise apply to the Carriage of the Goods or any segment of such Carriage, the Merchant expressly agrees to a waiver of the Carmack liability scheme, and the Merchant expressly agrees that this Bill of Lading, and particularly, this paragraph, satisfies the express written waiver required under 49 U.S.C. section 14101(b), of all of the Merchant's rights and remedies under Carmack, excluding the provisions governing registration, insurance, or safety fitness.

**8. LIMITATION OF LIABILITY, OPPORTUNITY TO AVOID LIMITATION OF LIABILITY**

The Carrier has established and offered alternative rates of freight for the Carriage and the Merchant Lading, and pays the corresponding ad valorem rate, the Merchant knowingly and willingly elects to ship under the Carrier's regular/lower rates, the consequence of which shall be that the Carrier's liability to the Merchant shall be limited as follows:

(A) Limitation for Carriage to and/or from the U.S.

The consequence of the Merchant's knowing and willing election to ship under the Carrier's lower/regular rates that neither the Carrier nor its servants, agents, Sub-Contractors, and/or any vessel that transports the Goods shall in any event be or become liable for any loss or damage to or in connection with the Carriage of the Goods in an amount exceeding U.S.$500 per package lawful money of the U.S., or in case of Goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency.

(B) Limitation for Carriage Under Hague Rules Legislation

The consequence of the Merchant's knowing and willing election to ship under the Carrier's lower/regular rates that neither the Carrier nor its servants, agents, Sub-Contractors, and/or any vessel that transports the Goods shall in any event be or become liable for any loss or damage to or in connection with the Carriage of the Goods in an amount exceeding the applicable package or unit limitation. Under the Hague Rules, such limitation value is 100 pounds sterling current value, and under the Hague-Visby Rules and SDR Protocol, the limitation is 666.67 Special Drawing Rights ("SDRs") per package or 2 SDRs per kilogram, whichever amount is greater.

(C) Limitation for Other Trades

In trades where neither COGSA nor the Hague Rules Legislation applies compulsorily, or where COGSA does not apply under the terms of this Bill of Lading, the consequence of the Merchant's knowing and willing election to ship under the Carrier's lower/regular rates that neither the Carrier nor its servants, agents, Sub-Contractors, and/or any vessel that transports the Goods shall in any event be or become liable for any loss or damage to or in connection with the Carriage of the Goods in an amount exceeding U.S.$2 per kilogram of the gross weight of the Goods that have sustained loss or damage.

**9. METHODS AND ROUTES OF CARRIAGE**

The Carrier may at any time and without notice to the Merchant:

(A) Use any means of transport or storage whatsoever;

(B) Transfer the Goods from one conveyance to another, including transshipment or carrying on a vessel other than the Vessel set forth on the front page of this Bill of Lading, or any other means of transport whatsoever; or

(C) Sail with or without pilots, when not mandatory, proceed at any speed and by any route in the Carrier's sole discretion—irrespective of whether such route is the nearest, most direct, customary, or advertised route, proceed to, return to, and stay at any port or place whatsoever in any order, in or out of the route, or in a contrary direction to or beyond the Port of Discharge, once or more in order to, without limitation, bunker or load or discharge cargo, undergo repairs, adjust equipment, drydock, make trial trips, tow, or be towed.

The Merchant agrees that anything done or not done in accordance with the above sub-paragraphs or any delay arising therefrom shall be within the scope of the Carriage and not a deviation.

**10. FORCE MAJEURE**

Without prejudice to any of the Carrier's rights or privileges under this Bill of Lading or under applicable law, the Carrier shall not be responsible for any loss, damage, or delay that arises out of or is in any way related to, directly or indirectly, any event beyond the reasonable control of the Carrier, including, without limitation, war, hostilities, warlike operations, terrorism, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other interferences with commerce that arise out of or are in any way related to the above conditions and affecting the Carrier's operations or the Carriage in any way, in which case the Carrier shall have the right to cancel any outstanding booking or the Carriage. The Carrier, at its sole discretion, without prior notice to the Merchant and irrespective of whether the Carriage has commenced, may treat the performance of the Carriage as terminated and place the Goods at the Merchant's disposal at any place or port that the Carrier, at its sole discretion, deems to be safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight and Charges on Goods received for Carriage, and the Merchant shall pay any additional costs of transportation to and delivery and storage at such place or port.

**11. NOTIFICATION AND DELIVERY**

(A) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of the Carrier, and failure to give such notification shall not give rise to any liability on the part of the Carrier or relieve the Merchant of any obligation thereunder.

(B) The Merchant shall take delivery of the Goods within the time set forth in the Carrier's applicable tariff or as the Carrier requires. If the Merchant fails to do so, or whenever in the Carrier's sole discretion the Goods are likely to deteriorate, decay, become worthless, lose value, or incur charges in excess of their value, whether for storage or otherwise, the Carrier may, in its sole discretion, without prejudice to any rights the Carrier may have against the Merchant, and without notice and without any responsibility whatsoever attaching to the Carrier, un-stuff, sell, destroy, or dispose of the Goods at the Merchant's sole risk and expense. Any of the foregoing shall constitute delivery to the Merchant under this Bill of Lading, whereupon the Carrier's responsibility for the Goods shall cease.

(C) The Merchant's refusal to take delivery of the Goods notwithstanding its having received notice of their availability shall constitute an irrevocable waiver of any and all claims arising out of or relating to the Goods or the Carriage. The Merchant shall be liable to the Carrier for any losses, damages, expenses, and liabilities it incurs arising out of such a refusal, including, without limitation, the return of the Goods to their place of origin.

(D) The Merchant understands and agrees to the provisions on free storage time and demurrage in the Carrier's applicable tariff, which is incorporated herein by reference.

**12. FREIGHT AND CHARGES**

(A) All freight shall be deemed fully, finally, and unconditionally earned on the Carrier's receipt of the Goods and shall be paid and non-returnable in any event.

(B) All freight and Charges shall be paid without any set-off, counter-claim, deduction, or stay of execution before delivery of the Goods.

(C) Payment of freight and Charges to any freight forwarder or broker, or anyone other than the Carrier or its authorized agent, shall not be considered payment to the Carrier and shall be made at the Merchant's sole risk.

(D) The Merchant shall, where applicable, be jointly and severally liable to the Carrier for payment of all freight, demurrage, detention, general average, and Charges including, without limitation, court costs, expenses, interest and attorneys' fees the Carrier incurs in collecting any sums due, failing which shall be considered a default by the Merchant in the payment of freight and Charges.

**13. LIEN**

The Carrier shall have a lien and a pledge on the Goods and any documents relating thereto for freight, dead freight demurrage, detention, Charges, and for any expenses the Carrier incurs for repacking, remarking, fumigation, or required disposal of faulty Goods, for general average contributions to any Person, for fines, dues, tolls, land freight, or commissions the Carrier has paid or advanced on behalf of the Goods, for any sums, including, without limitation, salvage payable to the Carrier under this Bill of Lading and for legal expenses the Carrier has incurred because of any attachment or other legal proceedings brought against the Goods by governmental authorities or any Person claiming an interest in the Goods. The Carrier's lien shall survive discharge or delivery of the Goods and the Carrier, in its sole discretion, shall have the right to enforce such lien by public auction or private sale. Should the proceeds of such sale fail to cover the amount due, including, without limitation, the expenses the Carrier has incurred, the Carrier shall be entitled to recover the balance from the Merchant. The Carrier may also exercise the lien and the pledge for expenses incurred on previous carriages. Should such proceeds exceed the amount due, the Carrier shall return the balance to the Merchant.

**14. DESCRIPTION OF GOODS AND NOTIFICATION**

(A) The Merchant's description of the Goods stuffed in a sealed Container by the Merchant or on its behalf shall not be binding on the Carrier, and the description declared by the Merchant on the front page of this Bill of Lading is solely for the Merchant's own use. The Merchant understands that the Carrier has not verified the contents, weight, or measurement of a sealed Container or Package, or the value, quantity, quality, description, condition, marks, or numbers of the contents thereof. The Carrier is under no responsibility whatsoever in respect of such description of particulars.

(B) The Carrier, its agents, and servants shall not in any circumstances whatsoever be under any liability for insufficient packing or inaccuracies, obliteration or absence of marks, numbers, addresses or description, nor for misdelivery due to marks or countermarks or numbers, or for failure to notify the consignee of the arrival of the Goods, notwithstanding any custom of the Port of Discharge or Place of Delivery, as applicable, to the contrary.

**15. DANGEROUS GOODS**

(A) At the time of shipment of Dangerous Goods, the Merchant shall in compliance with the regulations governing the transportation of such goods, have the same properly packed, distinctly marked, and labeled, and notify the Carrier in writing of their proper description, nature, and the necessary precautions.

(B) Goods that are Dangerous Goods or are otherwise of an inflammable, explosive or dangerous nature to the shipment whereof the Carrier, master or agent of the Carrier, has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place and out of or in any way connected with or caused by, in whole or in part, omission of full disclosure required by this clause or by applicable treaties, conventions, laws, codes, or regulations.

**16. PERISHABLE CARGO**

(A) Goods of a perishable nature shall be carried in ordinary Containers without special protection, services, or other measures unless the nature of the Goods is noted on the front page of this Bill of Lading and that it is noted that the Goods will be carried in a refrigerated, heated, electrically ventilated, or otherwise specially-equipped Container, or that the Goods are to receive special attention in any way.

(B) The term "apparent good order and condition" when used in this Bill of Lading with reference to Goods that require refrigeration does not mean that the Goods upon the Carrier's receipt of the same, were verified by the Carrier as being at the designated carrying temperature.

(C) The Carrier shall in no event be held liable for damage to Goods due to condensation.

**17. DECK CARGO, ANIMALS AND PLANTS**

Goods, other than Goods stuffed in Containers, that are stated on the front page of this Bill of Lading as contracted to stowed "on deck" and are so carried, and all live animals, including, without limitation, fish and birds, or plants shipped hereunder, shall be carried solely at the risk of the Merchant, and the Carrier shall not be liable for any loss or damage of whatsoever nature arising during the Carriage, whether or not arising out of negligence on the part of the Carrier. The Merchant shall indemnify and hold harmless the Carrier against all or any extra costs the Carrier has incurred for any reason whatsoever in connection with the Carriage of such live animals or plants.

**18. INSPECTION OF GOODS**

The Carrier and/or any Sub-Contractor shall be entitled, but under no obligation, to open any Container or Package at any time and to inspect the Goods.

**19. MERCHANT-STUFFED CONTAINERS**

(A) If a Container has not been stuffed by or on behalf of the Carrier, the Carrier shall not be liable for the loss of or damage to the Goods, and the Merchant shall indemnify and hold harmless the Carrier against any and all loss, damage, liability, and expense, including, without limitation, attorneys' fees that the Carrier has incurred if such loss, damage, liability, or expense arises out of or is in any way connected with or is caused by, in whole or in part: (1) the manner in which the Container was stuffed, filled, packed, and/or loaded, including, without limitation, due to the inclusion of wood packing materials; or (2) The unsuitability of the Goods for Carriage in the Container; or (3) The unsuitability or defective condition of the Container, provided that, if the Container had been supplied by or on behalf of the Carrier, that unsuitability or defective condition could have been apparent upon inspection by the Merchant at or prior to the time when the Container was stuffed, filled, packed, and/or loaded.

(B) The Merchant shall inspect Containers before and after stuffing them and the use of a Container shall be prima facie evidence of its being suitable and without defect.

**20. CARRIAGE AFFECTED BY THE CONDITION OF THE GOODS**

If it appears at anytime that the Goods cannot safely or properly by carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Goods or the Container, the Carrier may without notice to the Merchant, but as its agent only, take any measure(s) and/or incur any additional expense to carry or to continue the Carriage, and/or sell or dispose of the Goods, and/or abandon the Carriage and/or store Goods ashore or afloat, under cover or in the open, at any place that the Carrier, in its sole discretion, considers most appropriate, which abandonment, storage, sale, or disposal shall be deemed to constitute delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expenses it has so incurred.

**21. MERCHANT'S RESPONSIBILITIES**

(A) All parties within the definition of "Merchant" shall, where applicable, be jointly and severally liable to the Carrier for the fulfillment of all obligations undertaken by any of them under this Bill of Lading.

(B) The Merchant warrants to the Carrier that the particulars relating to the Goods as set forth on the front page of this Bill of Lading have been checked by the Merchant on its receipt of this Bill of Lading. The Merchant further warrants that any particulars relating to the Goods furnished by or on behalf of the Merchant are adequate and correct for all purposes including, without limitation, for purposes of security filings or disclosures and all other government-required filings or disclosures. The Merchant also warrants that the Goods are lawful goods and are not contraband.

(C) The Merchant shall indemnify and hold harmless the Carrier against any and all loss, damage, liability, and expense, including, without limitation, attorneys' fees that the Carrier has incurred, arising out of or in any way connected with or caused by, in whole or in part, any breach of the warranties in sub-paragraph (B) of this clause or from any other cause in connection with the Goods for which the Carrier is not responsible.

**22. DELAY, CONSEQUENTIAL LOSS, ETC.**

(A) The Carrier does not undertake that the Goods will be transported from the Place of Receipt or Port of Loading, as applicable, or will arrive at the Port of Discharge or Place of Delivery, as applicable, or will be transshipped on board any particular vessel or other conveyance at any particular date or time or to meet any particular market or in time for any particular use. The scheduled or advertised departure and arrival times are only estimated times and may be advanced or delayed and the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect, or consequential loss or damage caused by delay.

(B) Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect consequential loss or damage arising from any other cause.

**23. GENERAL AVERAGE AND SALVAGE**

Any general average on a vessel operated by the Carrier shall be adjusted, stated, and settled according to the York-Antwerp Rules 1994, in a place and in a currency at the option of the Carrier. Any general average on a vessel not operated by the Carrier, whether a seagoing or inland waterways vessel, shall be adjusted, stated, and settled according to the requirements of the operator of that vessel. In either case, the Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, whether or not the Merchant had notice of the Carrier's lien at the time of delivery. The Carrier shall be under no obligation to take any steps whatsoever to collect security for general average contributions due to the Merchant.

**24. NEW JASON CLAUSE**

In the event of accident, danger, damage, or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which, the Carrier is not responsible by statute contract or otherwise, the Goods and the Merchant, jointly and severally, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers. Such deposit as the Carrier or its agents may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be made by the Goods and the Merchant, jointly and severally, to the Carrier before delivery.

**25. BOTH-TO-BLAME COLLISION**

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect, or default of the Master, mariner, pilot, or the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects, are at fault in respect of a collision or contact.

**26. VARIATION OF THE CONTRACT; PARTIAL INVALIDITY**

No employee, servant, agent, or Sub-Contractor of the Carrier has the power to waive or vary any of the contract terms and conditions of this Bill of Lading unless the Carrier, in writing, has specifically authorized such a waiver or variation. If any provision of this Bill of Lading shall for any reason be held to be invalid or unenforceable by any court or regulatory body, then the remainder of this Bill of Lading shall be unaffected thereby, and remain in full force and effect.

**27. LAW AND JURISDICTION**

(A) The Merchant agrees that all claims or disputes arising out of or in any way connected to this Bill of Lading for Carriage to or from the U.S. shall be determined under the federal law of the United States of America and exclusively in the federal courts in Cook County, Illinois, to the exclusion of all other courts, and the Merchant and Carrier each agree to irrevocably submit to the personal jurisdiction of such courts, and thereby waive any jurisdictional, venue, or inconvenient forum objections to such courts.

(B) The Merchant agrees that all claims or disputes arising out of or in any way connected to this Bill of

| | | SAID TO CONTAIN | (KGS) | (M3) |
|---|---|---|---|---|
| CSNU 713 514-2<br>OOLKYP0761 | 1 40' HIGH CUBE | 52PALLETS | 8,502.000 | 57.830 |
| OOLU 976 877-0<br>OOLKYB8245 | 1 40' HIGH CUBE | 52PALLETS | 8,502.000 | 57.830 |
| SEGU4510399<br>OOLJJR8079 | 1 40' HIGH CUBE | 52PALLETS | 8,502.000 | 57.830 |
| | | SMART HOME GYM<br>SP_SGYMPRO_21INCH<br>HS CODE:95069110<br>PO NO.:2737219&2815323&2815324 | | |
| SPORTSTECH<br>REFERENCE NO:OOLU2342022110 | | SHIPPER'S LOAD,STORAGE,<br>COUNT AND SEAL<br>FREIGHT COLLECT<br>CY TO CY<br>3X40HQ=156PALLETS | | |

| | SAID TO CONTAIN | (KGS) | (M3) |
|---|---|---|---|
| TOTAL: | 3 CONTAINER(S) | 25,506.000 | 173.490 |