**Fill in this information to identify the case:**

Debtor West Marine, Inc.

United States Bankruptcy Court for the: ____________ District of Delaware (State)

Case number 26-10794

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

7112751 Canada Inc., dba Kayak Distribution

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor ____________

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom? ____________

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 514-515-0247 | Contact phone |
| Contact email marc@kayakdistribution.com | Contact email |

Uniform claim identifier (if you use one):

KDWMC2026

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) ____________ Filed on ____________ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing? ____________



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 42336.00 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Goods sold

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

**Nature or property:**

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

**Basis for perfection:** _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** $_____

**Amount of the claim that is secured:** $_____

**Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** $_____

**Annual Interest Rate** (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

| | Amount entitled to priority |
|---|---|
| ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $_____ |
| ☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $_____ |
| ☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $_____ |
| ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $_____ |
| ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $_____ |
| ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $_____ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/19/2026
MM / DD / YYYY

/s/Marc Pelland
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Marc Pelland
First name | Middle name | Last name

Title: President

Company: 7112751 Canada Inc./Kayak Distribution
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



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# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-1786 | International (310) 751-2686

**Debtor:**
26-10794 - West Marine, Inc.
**District:**
District of Delaware

**Creditor:**
7112751 Canada Inc., dba Kayak Distribution
Marc Pelland
3600 1st Street, Suite 20

Saint-Hubert, QC, J3Y 8Y5
Canada
**Phone:**
514-515-0247
**Phone 2:**

**Fax:**
4507661747
**Email:**
marc@kayakdistribution.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Creditor

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
Goods sold

**Last 4 Digits:**
No

**Uniform Claim Identifier:**
KDWMC2026

**Total Amount of Claim:**
42336.00

**Includes Interest or Charges:**
No

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
No
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
Marc Pelland on 19-Jun-2026 1:16:08 p.m. Pacific Time
**Title:**
President
**Company:**
7112751 Canada Inc./Kayak Distribution

VN: 65B177D0E93EC25280DBBD510DD077C7

KAYAK DISTRIBUTION

# Invoice

**# INV-12783**

**Kayak Distribution**
Company ID : 1165685802
Tax ID : 1214985639
3600 1st Street suite 20
Saint-Hubert Quebec J3Y8Y5
Canada

**West Marine**
West Marine Products
AP (52164)
PO Box 60609
Sunnyvale
94088 California
USA
831-761-6919
831-761-6919

Ship to:
West Marine
WM Hollister DC - West Coast
2395 Bert Drive
Hollister
95023 California
U.S.A
831-761-6919

| | |
|---|---|
| Invoice Date : | 2026/03/05 |
| Terms : | Net 90 |
| Due Date : | 2026/06/03 |
| P.O.#: : | 512989-00 West Marine 2026 #1-#2 |

| # | Description | ASIN | Qty | Rate | Amount |
|---|---|---|---|---|---|
| 1 | West Marine Tide Runner 8.8-Lake Blue<br>SKU : WMtiderunner8.8-LB<br>West Marine Tide Runner 8.8-Lake Blue | 24025702 | 294.00 pcs | 144.00 | 42,336.00 |

Total Qty 294.00

| | |
|---|---|
| Sub Total | 42,336.00 |
| E (0%) | 0.00 |
| **Total** | **USD42,336.00** |
| **Balance Due** | **USD42,336.00** |

Kayak Distribution: Unless otherwise specified, KD sales program terms and conditions will apply/Sauf indication contraire, les conditions générales du programme de vente KD s'appliquent. GST/HST No. 822705893 / QST No. 1214985639 Boutique Boréal Design et Kayak Distribution sont constituées sous/are incorporated under: 7112751 Canada Inc. Merci de votre confiance. Thank you for your business.

West Marine®

PURCHASE ORDER NUMBER

512989-00

PLEASE NOTE SHIP TO ADDRESS



VENDOR

7112751 CANADA INC
3600 1ST STREET
SUITE 20
SAINT-HUBERT, QC J3Y 8Y5
CANADA

SHIP TO

WM Hollister DC - West Coast
WEST MARINE #00760
2395 Bert Drive
Hollister, CA 95023
UNITED STATES

| PURCHASE ORDER DATE | VENDOR | SHIP VIA | F.O.B | SUPPLIER SHIP BY | IN OUR WAREHOUSE BY |
|---|---|---|---|---|---|
| 1/09/26 | 52164 | SEE ROUTING GUIDE | PLANT | 2/16/26 | 3/16/26 |

| ORDER PLACED WITH | TERMS | FREIGHT ALLOWANCE | BUYERS NAME AND PHONE NUMBER |
|---|---|---|---|
| | NET 90 | FREIGHT COLLECT | AMIR BASHIRI EXT: 1111 |

| LINE | ORDER NUMBER | QUANTITY | UNIT | MFG# | DESCRIPTION | PRICE PER UNIT | AMOUNT |
|---|---|---|---|---|---|---|---|
| | | | | | NEW WM TIDE RUNNER KAYAK PADDLESPORTS PLR<br>SUBMITTED PO W/O LANDED COST<br>STANDARD TERMS AND CONDITIONS APPLY | | |
| 1 | 24025702 | 294 | EA | WMTIDERUNNER8.0 | West Marine Tide Run | 223.500 | 65,709.00 |

| TOTAL | 65,709.00 |
|---|---|

TOTAL WEIGHT: 13,230.00
TOTAL CUBE..: 9,417,408.000
TOTAL PIECES: 294

# BLUE WORLD LINE
# JAS Forwarding (H.K.) Limited

**BILL OF LADING: - BOND # 7990894 - ORGANIZATION # 027574** **- COPY -**

**SHIPPER / EXPORTER**
FUJIAN DOOFAR OUTDOOR SPORTING GOODS CO.,LTD.
NO.4 LIANGUAN AVENUE, LIANFENG TOWN,LIANCHENG COUNTY,
FUJIAN PROVINCE,CHINA.

PH: +86 188 5030 8201

**BILL OF LADING**
XMN69608757

**CONSOL**
C6903773189

**EXPORT REFERENCES**

**Incoterm®:** FOB FREIGHT COLLECT

**CONSIGNEE**
WM HOLLISTER DC - WEST COAST
WEST MARINE #00760
2395 BERT DRIVE
HOLLISTER, CA 95023
UNITED STATES

**FORWARDING AGENT**
JAS FORWARDING (CHINA) CO LTD. XIAMEN BRANCH
UNIT C1607-1608, SM INTERNATIONAL CENTER
NO. 468-3 JIAHE ROAD HULI DISTRICT
XIAMEN 361006
China

Phone: +86 592 317 6062 Fax: +86 592 268 6857

**NOTIFY PARTY**
SAME AS CONSIGNEE

**FOR ARRIVAL INFO & RELEASE OF CARGO CONTACT**
JAS FORWARDING (USA) INC - N443
4833 SANDY PORTER ROAD
SUITE A
CHARLOTTE NC 28273
UNITED STATES

OTI license no. 002122
Phone: +1 704-357-1230 Fax:

| PLACE OF RECEIPT | PORT OF LOADING | PORT OF DISCHARGE | FINAL DESTINATION |
|---|---|---|---|
| XIAMEN, CHINA | XIAMEN, CHINA | OAKLAND, UNITED STATES | OAKLAND, UNITED STATES |

**VESSEL / VOYAGE NO.**
MSC CRAPOLLA / FV607N

**MASTER BILL**
MEDUKG372981

## DETAILS OF CARGO AS DECLARED BY SHIPPER

| MARKS AND NUMBERS | NO. OF PKGS | DESCRIPTION OF PACKAGES AND GOODS | GROSS WEIGHT | VOLUME |
|---|---|---|---|---|
| N/M | 2 CONTAINER | 294 Package(s)<br>KAYAK<br>PO#512989<br>THIS SHIPMENT CONTAINS NO<br>SOLID WOOD PACKING MATERIALS.<br><br>TOTAL: TWO HUNDRED AND NINETY FOUR PACKAGE(S) ONLY | 7644 KG | 132.3 M3 |

| Container | Seals | Type | Weight(KG) | Volume(M3) | Packages | Mode |
|---|---|---|---|---|---|---|
| MSBU5143943 | FJ26793400 | 40HC | 3822 | 66.15 | 147 PKG | CY/CY* |
| MSMU5137733 | FJ26793392 | 40HC | 3822 | 66.15 | 147 PKG | CY/CY* |

FREIGHT CHARGES PAYABLE AT
OAKLAND, UNITED STATES

Shipper Load Count and Sealed

**PREPAID CHARGES**

**COLLECT CHARGES**

As Agreed

Received for shipment by the Carrier, the Goods as specified above in apparent good order and condition unless otherwise stated herein, the Goods mentioned above or the Container(s) or Package(s) said to contain the cargo, as described herein to be transported from the Place of Receipt or Port of Loading to the Place of Delivery or Port of Discharge, as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading, whether written, typed, stamped or printed, and in the Carrier's applicable tariff, to which the Merchant agrees by accepting this Bill of Lading. The particulars given above as stated by the Shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier.
In accepting this Bill of Lading, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions of the face and back hereof and of the Carrier's applicable tariff, whether written, typed, stamped or printed, as fully as if signed by the Merchant, any local customs or privilege to the contrary notwithstanding. If required by the Carrier, one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or Container(s) or Package(s) or delivery order. If negotiable, an original Bill of Lading, properly endorsed, is required to be surrendered when the Goods are delivered. 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.
IN WITNESS of the contract herein contained, the below stated number of original Bills of Lading have been issued, and wherever one Bill of Lading has been surrendered, the other(s) shall be void.

****Telex release****

| NO. OF ORIGINAL B/L | SHIPPED ON BOARD |
|---|---|
| 0 (ZERO) | 04-Mar-2026 |

JAS FORWARDING (CHINA) CO LTD.
as Agent for the carrier BLUE WORLD LINE

| PLACE OF ISSUE | DATE OF ISSUE |
|---|---|
| XIAMEN, CHINA | 4/03/2026 |

# BILL OF LADING TERMS AND CONDITIONS

1. **DEFINITIONS**
"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken or performed by or on behalf of the Carrier as to the Goods covered by this Bill of Lading including but not limited to the loading, transport, unloading, storage, warehousing and handling of the Goods and related documentary, customs and IT processes.
"Carrier" means JAS Forwarding (H.K.) Limited d/b/a Blue World Line on whose behalf this Bill of Lading has been issued.
"Carrier's Agents" include, but are not limited to, the JAS entity or agent which arranged the Carriage and/or issued this Bill of Lading for and on behalf of Carrier, and the JAS entity or agent in the country where the Goods are discharged and/or delivered.
"Charges" includes freight, demurrage, detention costs and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.
"COGSA" means the Carriage of Goods by Sea Act of the United States of America, 46 U.S.C. §§ 1301 et seq., as amended. "COGWA" means the Carriage of Goods by Water Act 1936 of Canada, as amended.
"Consolidate" includes stuffing, packing, loading or securing of Goods on or within Containers.
"Container" includes any container (including but not limited to open top containers), trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to Consolidate or facilitate the transport of such Goods.
"Goods" means the cargo that the Merchant has tendered for Carriage, as described on the face of this Bill of Lading, whether carried on or under deck and includes any Container(s), pallets, or similar articles of transport or packaging supplied or furnished by or on behalf of the Merchant.
"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924, and includes the amendments by the Protocol signed at Brussels on 23rd February 1968, but only if such amendments are compulsorily applicable to this Bill of Lading.
"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968. "Holder" means any Person in possession of (or entitled to the possession of) this Bill of Lading.
"Indemnify" means defend, indemnify and hold harmless, including in respect of legal fees and costs, whether or not the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the indemnifying party.
"Merchant" includes the Shipper and the Persons named in this Bill of Lading as consignee and notify party, the receiver of the Goods and the Person entitled to receive the Goods on notification by the Merchant, the Holder of this Bill of Lading, any Person owning or lawfully entitled to the possession of the Goods or this Bill of Lading, the Person on whose account the Goods are handed to the Carrier, any Person acting on behalf of any of the above mentioned Persons, including agents, servants and Sub-Contractors. "Multimodal Transport" arises if the Carrier has indicated a place of receipt and a different place of delivery on the front hereof in the relevant spaces.
"Non-US Carriage" means any Carriage which is not US Carriage.
"Package" where a Container is loaded with more than one package or Shipping Unit, the packages or other Shipping Units enumerated on the face of this Bill of Lading as packed in such Container and whether entered in the box on the face hereof entitled "Total number of Containers or Packages received by the Carrier" are each deemed a Package.
"Person" includes an individual, group, company or other entity.
"Port to Port Shipment" arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Bill of Lading or if both the Place of Receipt and the Place of Delivery indicated are ports, and the Bill of Lading does not, in the nomination of the Place of Receipt or the Place of Delivery on the front hereof, specify any place or spot within the area of the port so nominated. "Shipping Unit" includes freight unit and the term "unit" as used in the Hague Rules and Hague-Visby Rules.
"Shipper" means the Person who tendered the Goods to the Carrier and any Person named as shipper in the Bill of Lading. "Stuffed" includes filled, consolidated, packed, loaded or secured.
"Sub-Contractor" includes but is not limited to owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal operators, road, rail and air transport operators, forwarding agents, liner agents, customs brokers, warehousemen, longshoremen, customs inspection stations, port authorities, pilots and any independent contractors, servants or agents employed by the Carrier in performance of the Carriage and any direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.
"US Carriage" means Carriage to, from or through any port of the United States of America, including its districts, territories. and possessions.
"Vessel" means any waterborne craft used in the Carriage under this Bill of Lading including but not limited to ocean vessels, feeder vessels and inland water vessels whether named in the Bill of Lading or substituted vessels.

2. **CARRIER'S TARIFF AND TERMS AND CONDITIONS OF SERVICE**
The provisions of the Carrier's applicable tariff, if any, and the Carrier's terms and conditions of service are incorporated herein. Copies of the provisions of the Carrier's applicable tariff are obtainable from the Carrier or its agents upon request or, from the Carrier's publicly available tariff, which is published at https://www.jas.com/blue-world-line. The Carrier's terms and conditions of service are provided to the Merchant by the Carrier in other commercial documents related to the Carriage hereunder (which may include, but are not limited to, the Carrier's invoices, shipper's letter of instructions, credit application, powers of attorney, and other commercial documents), and at the Carrier's offices.

3. **WARRANTY**
3.1 The Merchant warrants that in agreeing to the terms hereof it is authorized to enter into this Bill of Lading.
3.2 The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful goods and contain no contraband. If the Container is not supplied by or on behalf of the Carrier, the Merchant further warrants that the Container meets all ISO and/or other international safety standards and is fit in all respects for Carriage by the Carrier.
3.3 The Merchant shall Indemnify the Carrier against all claims, losses, damages, fines and expenses arising or resulting from any breach of any of the warranties in Clause 3 hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.

4. **NEGOTIABILITY AND TITLE TO THE GOODS**
4.1 Whether the Bill of Lading is negotiable or non-negotiable, the Merchant receiving the Goods in any and all events warrants their entitlement to such receipt and agrees to Indemnify Carrier against all damages and liabilities which Carrier may incur as a result of releasing the Goods.
4.2 This Bill of Lading shall be prima facie evidence of the Carrier's receipt of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5. **CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS**
5.1 Carrier shall be entitled to subcontract directly or indirectly on any terms, the whole or any part of the Carriage, loading, unloading, handling, storing, warehousing of the Goods and any and all duties undertaken by Carrier in relation to the Goods, or to substitute any other Vessel or means of transport for the Vessel without prior notice to the Merchant. Carrier may freely engage such third parties in accordance with their applicable terms and conditions, which shall in all events be binding upon Merchant. Merchant undertakes that no claim or allegation shall be made against any servant, agent or Sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any Vessel owned by any of them any liability whatsoever in connection with the Goods, and if such claim or allegation should nevertheless be made, to Indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every servant, agent, Sub-Contractor (including subcontractors), or other Person whose services have been used to perform this Carriage shall be entitled to the rights, exemptions from, or limitations of, liability, defenses and immunities set forth herein. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants, agents, Sub-Contractors, or other Persons who shall be deemed to be parties to this Bill of Lading.
5.2 The Merchant acknowledges that, subject to Clause 6.1(a)(ii) below, no claim or allegations shall be made against any Person or Vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage. If a claim is nevertheless made against any such Person, Merchant agrees to Indemnify the Carrier against all consequences thereof. By entering into this contract for Carriage, the Carrier, to the extent of these provisions, does so not only on his own behalf, but also as agent or trustee for such Persons and Vessels, and such Persons and Vessels shall to this extent be deemed parties to this contract for Carriage.
5.3 The Merchant shall Indemnify the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of Goods insofar as such claim or liability exceeds the Carrier's limited liability under this Bill of Lading.
5.4 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier, whether the action is founded in contract, tort, bailment, breach of express or implied warranty or otherwise.
5.5 HIMALAYA CLAUSE. All exceptions, exemptions, defenses, immunities, limitations of liability, privileges, and conditions granted or provided by this Bill of Lading, tariff, or statute for the benefit of the Carrier, shall also apply to and for the benefit of the officers and employees of the Carrier and the Carrier's Agents, officers and crew of the Vessel, and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators, and agents) and the employees of each of them.

6. **CARRIER'S LIABILITY**
6.1 **PORT TO PORT SHIPMENT:**
(a) For US Carriage
(i) This Bill of Lading shall have effect subject to the provisions of COGSA regardless of whether said act would apply of its own force. The provisions of COGSA are incorporated herein and, unless otherwise set forth herein, shall apply at all times to the Goods in the Carrier's possession, custody, or control, including the period prior to loading and subsequent to discharge, for so long as the Goods remain in the possession, custody, or control of the Carrier or its Sub-Contractor, including Goods carried on deck. Nothing contained herein is to be deemed as a surrender by the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its responsibilities or liabilities under COGSA. Except for Clause 6.1(b), every other term, condition, limitation, defense and liberty whatsoever contained in this Bill of Lading shall apply to US Carriage.
(ii) Where the Merchant requests the Carrier to procure Carriage by an inland carrier in the United States of America, such Carriage shall be procured by the Carrier as agent only to the Merchant and such Carriage shall be subject to the inland carrier's own contractual conditions and/or tariff and in such event Merchant shall have no cause of action against Carrier for loss, damage or delay to the shipment caused by the acts or omissions of the inland carrier, and will assert said cause of action solely against the carrier(s) responsible for said loss, damage or delay. If, for any reason, the Carrier is denied the right to act as agent only at these times, his liability for loss, damage or delay to the Goods shall be determined in accordance with this Clause 6.
(iii) Carrier's liability for compensation for loss of or damage to Goods occurring during any portion of the Carriage governed by COGSA by force of law, shall not in any event exceed the amount US$500 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the Goods in the space provided on the front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. For purposes of determination of Carrier's liability under COGSA, the meaning of the word "package" shall be any palletized and/or unitized assemblage of cartons which has been palletized and/or unitized for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front hereof.
(iv) The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the Vessel up to and during discharge from the Vessel. The Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant authorizes the Carrier, as agent, to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the Vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others. The Carrier may, as such agent, enter into contracts with others on any terms whatsoever, including terms less favorable than the terms in this Bill of Lading.
(b) For Non-US Carriage
(i) For all Carriage to or from Canada, this Bill of Lading shall have effect subject to the provisions of COGWA regardless of whether said act would apply of its own force. The provisions of COGWA are incorporated herein and, unless otherwise set forth herein, shall apply at all times to the Goods in the Carrier's possession, custody, or control, including the period prior to loading and subsequent to discharge for so long as the Goods remain in the possession, custody, or control of the Carrier or its Sub-Contractor, including Goods carried on deck. Nothing contained herein is to be deemed as a surrender by the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its responsibilities or liabilities under COGWA.
(ii) The period of responsibility of the Carrier for any loss or damage to the Goods shall commence only at the moment the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel.
(iii) Except for Clause 6.1(a) and Clause 6.1(b)(i), all Carriage to and from other states shall be governed by any national law making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading or, if no such national law is compulsorily applicable, then in accordance with the Hague-Visby Rules Article 1-8 inclusive (excluding Article 3 rule 8).
(iv) The Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, howsoever caused. Notwithstanding the foregoing, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defense, limitation and liberty in the Hague Rules, Hague-Visby Rules, or any other rules as applied by Clause 6.1(b) during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

6.2 **MULTIMODAL TRANSPORTS**
(a) Where the Carriage is Multimodal Transport and shipments are to or from the United States of America, the liability of the Carrier shall be either:
(i) by provisions of COGSA if the loss or damage is known to have occurred during Carriage by sea to or from the United States of America or to or from a container yard or container freight station in or immediately adjacent to the sea terminal at the Port of Loading or Port of Discharge in ports of the United States of America; or
(ii) in the event it can be shown that the damage or loss to the Goods occurred during the domestic transportation in the United States and a separate Bill of Lading is issued to cover such transport, Carrier's liability shall be limited to the lesser of the limits as set forth in Clause 6.1(a)(iii) above or the liability as set forth or referenced in the separate Bill of Lading.
(b) Where Multimodal Transport is Non-US Carriage is and the Merchant can prove at what stage the loss or damage occurred, the liability of the Carrier shall be determined by:
(i) the provisions contained in any international convention or national law, which applies compulsorily to the relevant stage of the Multimodal Transport and cannot be departed from by private contract to the detriment of the claimant: or
(ii) where an international convention or national law does not apply compulsorily to the stage of the movement where the loss or damage occurred, any liability of the Carrier shall be determined by Clause 6.2(c).
(c) Where the Non-US Carriage is Multimodal Transport but the Merchant cannot prove at what stage the loss or damage occurred or if this Clause applies pursuant to Clause 6.2(b),
(i) the Carrier shall be relieved of liability for any loss or damage if such loss or damage arose or resulted from:
a. the wrongful act or neglect of the Merchant or any Person acting on behalf of the Merchant other than the Carrier or its servant, agent or Sub-Contractor;
b. compliance with the instructions of a Person entitled to give them;
c. the lack of, or defective condition of packing in the case of Goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;
d. handling, loading, stowage or unloading of the Goods by the Merchant, or any Person acting on behalf of the Merchant;
e. inherent vice of the Goods;
f. insufficiency or inadequacy of marks or numbers on the Goods, coverings, or unit loads;
g. strikes or lockouts or stoppage or restraint of labor from whatever cause whether partial or general;
h. an act, neglect or default in the navigation or management of the Vessel occurring during Carriage by water;
i. fire, unless the fire was caused by the actual fault or privity of the Carrier or lack of exercise of due diligence to make the Vessel seaworthy, properly to man, equip and supply the Vessel or to make her fit and safe for the reception, Carriage and preservation of the Goods; for which the Merchant shall have the burden of proof;
j. a nuclear incident;
k. any other cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.
(ii) when the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in Clause 6.2(c), it shall be presumed that it was so caused and the Carrier relieved of liability. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.
(iii) where the loss or damage was partly caused by one of the causes at Clause 6.2(c)(i), the Carrier shall only be liable to the extent that another cause contributed to the loss or damage.
(iv) Subject to the Carrier's right to limit liability as provided for within this Bill of Lading, the Carrier's liability shall be calculated by reference to the value of the Goods at the place and time at which they were accepted for Carriage and limited as follows:
a. where the Hague Rules, Hague-Visby Rules or any other rules compulsorily apply to the Carriage, the Carrier's liability shall in no event exceed the amounts provided for in the applicable rules; and
b. in all other cases compensation shall not exceed the limitation of liability of 2 (two) SDRs per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arises. SDR means Special Drawing Right as defined by the International Monetary Fund.

6.3 **Provisions applicable to Carrier's Liability for both US and Non-US Carriage**.
(a) If the Goods are discharged at a port other than the Port of Discharge or at a Place of Delivery instead of the Port of Discharge, and the Carrier in its absolute discretion agrees to a request to such effect, such further Carriage will be undertaken on the basis that this Bill of Lading is to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the front side of this Bill of Lading as the Port of Discharge or Place of Delivery.
(b) **Delay.** The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use. The Carrier shall, under no circumstances be liable for loss of profits, income, utility, interest, loss of market, or any direct, indirect, special, incidental, punitive or consequential damages caused by delay, whether or not Carrier had prior knowledge that such damage might be incurred. Scheduled or advertised departure and arrival times are only expected times and are not a guarantee of delivery by a date certain. Scheduled or advertised departure and arrival times may be advanced or delayed should the Carrier find it necessary, prudent or convenient, and do not guarantee delivery by a date certain.
(c) **Ad Valorem.** The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that higher compensation than that provided for in this Bill of Lading may not be claimed unless, with the consent of the Carrier, the value of the Goods is declared by the Shipper prior to the commencement of the Carriage stated in this Bill of Lading and extra freight is paid, if required. In that case, the amount of the declared value shall be substituted for the limits set forth in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If Merchant procures insurance for the Goods, such action shall be conclusive as no value being declared for the Goods.
(d) **Description of Goods**
(i) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier from the Shipper in apparent good order and condition, except as otherwise noted, of the total number of Containers or other Packages or units indicated in the applicable box on the face hereof.
(ii) No representation is made by the Carrier as to the weight, contents. measure, quantity, quality, description, condition, marks, numbers or value of the Goods, and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.
(iii) If any particulars of any letter of credit, import license, and/or sales contract, invoice, order number, and/or details of any contract to which the Carrier is not a party, are shown on the face of this Bill of Lading, such particulars are included solely at the request of the Merchant for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value, and in no way increases the Carrier's liability under this Bill of Lading. The Merchant further agrees to Indemnify the Carrier against all consequences of including such particulars in this Bill of Lading. The Merchant acknowledges that, except when the provisions of Clause 6.3(c) apply, the value of the Goods is unknown to the Carrier.
(e) 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, and the Carrier's 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.
(f) **Notice of Loss or Damage.** The Carrier shall be deemed to have made no delivery of the Goods as described in this Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three (3) consecutive calendar days thereafter.
(g) **Time-bar.** The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier as prescribed below:
(i) where the Hague Rules, Hague-Visby Rules or any other rules apply compulsorily to the Carriage, the time limit for bringing claims will be as prescribed by the applicable rules.
(ii) in all other cases, within twelve (12) months after the delivery of the Goods or the date when the Goods should have been delivered.
(h) When any claims are paid to Merchant by Carrier, Carrier shall automatically be subrogated to all rights of Merchant against any and all responsible parties, on account of the losses or damages for which such claims are paid.

7. **SHIPPER'S/MERCHANT'S RESPONSIBILITY**
7.1 Each Person defined as a Merchant hereunder shall be jointly and severally liable to Carrier for fulfillment of all obligations undertaken by any Merchant, and the Shipper set forth on the face hereof and this Bill of Lading shall not be relieved of any Person(s) of such liability in this Bill of Lading and remain so liable throughout Carriage, notwithstanding any transfer of this Bill of Lading and/or title to the Goods to another party.
7.2 The Merchant shall comply with all applicable laws, regulations or requirements of customs authorities, the port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including without limitation any of the foregoing, freight for any additional Carriage undertaken) incurred or suffered in respect of the Goods, and shall Indemnify the Carrier in respect thereof. If the Vessel is delayed due to an act or omission by the Merchant, the Merchant shall be responsible to Carrier for all costs, including clean up and delay, incurred as a result of the Merchant's acts or omissions.
7.3 If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers free from labels, etc., with interiors brushed clean, odor free and in every respect fit for immediate reuse, to the point or place designated by the Carrier, his servants or agents, within the time prescribed. Should a Container not be returned as required above within the time prescribed, the Carrier is entitled to take such steps as he considers appropriate for the account of the Merchant and the Merchant shall be liable for any detention, loss or expense incurred as a result thereof.
7.4 The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable. The Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing or by faulty loading or packing within Containers when such loading or packing has been performed by the Merchant or on behalf of the Merchant, or by the defect or unsuitability of the Containers when supplied by the Merchant, and shall Indemnify the Carrier against any additional expenses so caused.
7.5 Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are as-is and at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall defend, Indemnify and hold harmless the Carrier for all loss and/or damage to such Containers occurring during such period. The Merchant shall also Indemnify the Carrier for any loss, damage, injury, fines or expenses caused or incurred by such Containers while in its control.
7.6 The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage (including, but not limited to. Containers) of the Carrier's Sub-Contractor (other than the Merchant) caused by the Merchant or any Person acting on its behalf or for which the Merchant is otherwise responsible.

8. **DANGEROUS, HAZARDOUS, OR NOXIOUS CARGO**
8.1 Merchant shall not tender to Carrier any Goods which are or may become dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or Person whatsoever without the written consent of the Carrier.
8.2 If such written consent is granted by the Carrier, the Container and/or other covering in which the Goods are to be transported and/or the Goods themselves shall be sufficiently and distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with all applicable laws, regulations and/or requirements.
8.3 If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation, and the Merchant shall be liable for all loss, damage, delay or expenses arising from the Carriage. The burden of proof that the Carrier knew the exact nature of the danger constituted by the Carriage of the Goods shall rest upon the Merchant.
8.4 The Merchant shall comply with rules which are mandatory according to the national law or by reason of international convention, relating to the Carriage of Goods of a dangerous nature. If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the Vessel or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average, if any.
8.5 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 8 or from any cause in connection with the Goods for which the Carrier is not responsible.
8.6 Temperature-controlled cargo:
(a) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this Bill of Lading, if this Bill of Lading has been prepared by the Merchant or a Person acting on his behalf) of their nature and particular temperature range to be maintained, and in the case of a temperature controlled Container Stuffed by or on behalf of the Merchant, further undertakes that the Container has been properly pre-cooled, that the Goods have been properly Stuffed in the Container, and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.
(b) The Carrier shall not be liable for any loss of, or damage to, the Goods arising from defects, derangement, breakdown, stoppage of, the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before, or at the beginning of the Carriage, exercise reasonable due diligence to maintain the refrigerated Container in an efficient state.

9. **CONTAINERS**
9.1 Goods may be Stuffed by the Carrier in or on Containers and Goods may be Stuffed with other goods.
9.2 The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.
9.3 If a Container has been Stuffed by or on behalf of the Merchant:
(a) the Carrier shall not be liable for loss of or damage to the Goods:
(i) caused by the manner in which the Container has been Stuffed;
(ii) caused by the unsuitability of the Goods for Carriage in Containers;
(iii) caused by the unsuitability or defective conditions of the Container, provided that where the Container has been supplied by or on behalf of the Carrier, this Clause 9.3(a)(iii) shall apply only if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was Stuffed; and
(iv) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.
(b) the Merchant shall Indemnify the Carrier against any loss, damage, claim, liability, or expense whatsoever arising from one or more of the matters covered by Clause 9.3(a) above, except for Clause 9.3(a)(iii) above.
9.4 Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or size.

10. **INSPECTION OF GOODS**
The Carrier, or any Person authorized by the Carrier, shall be entitled, but under no obligation, to open any Container or Package at any time, and to inspect the Goods.

11. **MATTERS AFFECTING PERFORMANCE**
11.1 If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty, or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether or not the Carriage has commenced), the Carrier may:
(a) without notice to the Merchant, abandon the Carriage of the Goods, and where reasonably possible, place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease; and
(b) without prejudice to the Carrier's right subsequently to abandon the Carriage under Clause 11.1(a) above, continue the Carriage.
In any event, the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above circumstances.
11.2 The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government, authority, or any Person acting or purporting to act as or on behalf of such government or authority.

12. **METHODS AND ROUTES OF TRANSPORTATION**
12.1 Carrier may at any time and without notice to the Merchant use any means of transport or storage whatsoever, including but not limited to, inland carriage by truck, rail and/or air, proceed by any route in any sequence and/or change 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, carry contraband and hazardous Goods, explosives, munitions or warlike stores, save or attempt to save life or property.
12.2 The liberties set out in Clause 12.1 above may be invoked by the Carrier (without notice to Merchant) for any purposes whatsoever, whether or not connected with the Carriage of the Goods. Any act in accordance with Clause 12.1 above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be deemed to be a deviation.

13. **DECK CARGO (AND LIVESTOCK)**
13.1 Goods of any description, whether containerized or not, may be stowed on or under deck without notice to the Merchant, and such stowage shall not be a deviation of whatsoever nature or degree. Subject to Clause 13.2 below, such Goods, whether carried on deck or under deck, shall participate in General Average as explained in Clause 16 below, and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading.
13.2 Goods (not being Goods Stuffed in Containers other than open flats or pallets) which are stated on the front of this Bill of Lading to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during Carriage by sea or inland water- way whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall Indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with Carriage of such livestock.

14. **DELIVERY OF GOODS**
If delivery of the Goods or any part thereof is not taken by the Merchant, at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled, without notice to the Merchant, to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

15. **BOTH-TO-BLAME COLLISION**
If the Vessel carrying the Goods (the carrying Vessel) collides with any other Vessel or object (the non-carrying Vessel or object) due to the negligence of the non-carrying Vessel or object, or their owner(s), charterer(s), or Person(s) responsible for the non-carrying Vessel or object, the Merchant undertakes to Indemnify the Carrier against all claims, liability, costs. attorneys' fees, and other expense arising therefrom, in respect of any loss, damage, or claim whatsoever of the non-carrying Vessel or object.

16. **GENERAL AVERAGE**
16.1 The Carrier may declare "General Average" which shall be adjustable according to the York Antwerp Rules of 1974 at any place at the option of the Carrier. The Amended Jason Clause as approved by the Baltic and international Maritime Council (BIMCO) is incorporated herein, and the Merchant shall provide such security as may be required by the Carrier in this regard.
16.2 Notwithstanding Clause 16.1 above, the Merchant shall Indemnify the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made against the Carrier, and shall provide such security as may be required by the Carrier in this connection.
16.3 The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

17. **FREIGHT & CHARGES**
17.1 Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event by the Merchant.
17.2 The Merchant's attention is drawn to the stipulations concerning the currency in which the freight is to be paid, rate of exchange, devaluation and other contingencies relative to freight in the applicable tariff.
17.3 Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. If the particulars furnished by or on behalf of the Merchant are incorrect, it is agreed that a sum equal to double the correct freight less the freight charged shall be payable as liquidated damages to the Carrier.
17.4 All freight shall be paid without any set-off, counter-claim, deduction or stay of execution before delivery of the Goods.
17.5 The Merchant shall be jointly and severally liable to the Carrier for the payment of freight and all Charges, including attorneys' fees. costs. and expenses incurred in collecting such freight. and the performance of the obligation of each of them hereunder.
17.6 The Merchant shall be jointly and severally liable for demurrage, detention, general order, and any and all costs associated with the abandonment of the freight or a refusal of the consignee to accept delivery, whether or not freight is "pre-paid" or "collect."
17.7 The Carrier shall be entitled to all freight and other Charges due hereunder, whether actually paid or not. and to receive and retain them irrevocably under any circumstances whatsoever, whether the Vessel and/or Goods be lost or not, or the voyage be broken up, or frustrated, or abandoned at any stage of the entire transit period.
17.8 The Merchant shall reimburse the Carrier, be jointly and severally liable for, and Indemnify the Carrier against all dues, duties, taxes and Charges including consular fees levied on the Goods or all fines and/or losses sustained or incurred by the Carrier in connection with the Goods however caused. including the procedure consular, board of health, or other certification to accompany the Goods.
17.9 The Merchant shall be jointly and severally liable for return freight and Charges on the Goods refused exportation or importation.
17.10 The Merchant authorizes the Carrier to pay and/or incur all such Charges and expenses and to do any matters mentioned above at the expense of and as agent for the Merchant, to engage other Persons to regain possession of the Goods, and to do all things deemed advisable to the Carrier for payment of all Freight and Charges and for the performance of the obligation of each of them hereunder.

18. **LIEN**
18.1 The Carrier shall have a general and continuing lien on the Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchant and for General Average contributions to whomsoever due and for the costs, including attorney's fees of recovering the same. The Carrier shall have the right to sell the Goods and documents by public auction or private treaty, upon notice to the Merchant, at the Merchant's expense, and without any liability towards the Merchant. If on the sale of Goods, the proceeds fail to cover the amount due and attorneys' fees, costs and expenses incurred, then Carrier may recover the difference from Merchant.
18.2 Warehouseman Lien. Should Goods enter demurrage in the United States of America, Carrier shall assume all rights of a warehouseman and this Bill of Lading shall constitute a warehouseman's non-negotiable receipt. Goods will be delivered to the consignee or other Person(s) entitled to receipt of the Goods upon payment of all sums whatsoever due at any time to the Carrier from the Merchant. If Goods are not claimed within ten (10) days after demurrage commences. Carrier may exercise its warehouseman's right to sell or auction such Goods. Carrier shall have a general and continuing lien for Charges and expenses in relation to other Goods in. whether or not these Goods have been delivered by Carrier.

19. **WRITING REQUIRED TO VARY OR MODIFY THE CONTRACT**
The Merchant agrees that all agreements or freight engagement for and in connection with the Carriage of the Goods are superseded by this Bill of Lading unless otherwise agreed upon in writing by Carrier and Merchant and only by Carrier's officer, director, or agent with actual authority to waive, vary, alter, or modify any terms herein.

20. **SEVERABILITY**
If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby, and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provisions were not contained herein.

21. **JURISDICTION AND LAW CLAUSE**
For US Carriage, any dispute or claim arising under this Bill of Lading shall be governed by the laws of the State of New York (without regard to its conflicts of laws principles), and the United States District Court of the Southern District of New York shall have exclusive jurisdiction over any dispute arising from or relating to the Carriage evidenced by this Bill of Lading. In all other cases of dispute or claim, this Bill of Lading shall be governed by and construed in accordance with the law and courts of Hong Kong to the exclusion of the jurisdiction of the laws and courts of another country. Alternatively, and at the Carrier's sole option, the Carrier may commence proceedings against the Merchant at a competent court of a place of business of the Merchant. The Carrier and Merchant agree to irrevocably submit to the personal jurisdiction of the above courts, and thereby waive any defense to such jurisdiction including forum non conveniens.

West Marine 2026 1# 2#

customer: WM Hollister DC - West Coast

address: WEST MARINE #00760
2395 Bert Drive
Hollister, CA 95023
UNITED STATES

ship from: Doofar

delivery: 2026-02-25

ERP: PO-202602-D-28/29

PO: 512989-00

ETD: 2026-03-02

ETA: 2026-03-26

Container#: MSMU5137733,MSBU5143943

Cargo tracking website: https://www.msccargo.cn/zh/track-a-shipment?params=dHJhY2tpbmdOdW1iZXI9MTc3WlVJVUlXMTg5ODJMJnRyYWNraW5nTW9kZT0x

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| | | Ship schedule | |
| | | Disired ship date | 26-2-9 |
| | | Do not ship before | |
| | | Do not ship after | |
| | | Status | |
| | | NOTE | Order number:24025702 |
| | | KD Order Number | PO 512989-00 |
| | | **PO number** | 185-2026-West Marine |
| **存货编码Code** | SKU | **物料英文名称English name** | West Marine |
| W6331-LB | WMtiderunner8.8-LB | West Marine Tide Runner 8.8-Lake Blue | 294 |
| | | | 294 |
| | | BLOW TOTAL | 294 |
| | | **Kakays total** | **294** |

| 规格型号Code | 英文名English name | 等级Grade | 数量Qty | 序列号Serial number |
|---|---|---|---|---|
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02390A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02391A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02392A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02393A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02394A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02395A626 |
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| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02397A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02398A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02399A626 |
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| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02411A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02412A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02413A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02414A626 |
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| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02416A626 |
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| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02419A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02420A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02421A626 |
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| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02553A626 |
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| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02625A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02626A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02627A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02628A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02629A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02630A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02631A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02632A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02633A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02634A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02635A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02636A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02637A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02638A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02639A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02640A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02641A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02642A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02643A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02644A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02645A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02646A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02647A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02648A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02649A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02650A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02651A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02652A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02653A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02654A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02655A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02656A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02657A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02658A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02659A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02660A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02661A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02662A626 |

| | | | | |
|---|---|---|---|---|
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02663A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02664A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02665A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02666A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02667A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02668A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02669A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02670A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02671A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02672A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02673A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02674A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02675A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02676A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02677A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02678A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02679A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02680A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02681A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02682A626 |
| W6331-LB | West Marine Tide Runner 8.8-Lake Blue | 1 | 1 | QRQ02683A626 |
| Total | | | 294 | |