Fill in this information to identify the case:

Debtor West Marine Products, Inc.

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

Case number 26-10801

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?**

BEST BAGS INDUSTRIAL COMPANY

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

Other names the creditor used with the debtor GMS International Inc.

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)
BEST BAGS INDUSTRIAL COMPANY Atradius Collections, Inc. 3500 Lacey Road, Suite 220 Downers Grove, IL 60515, United States	
Contact phone 6309314823	Contact phone _____
Contact email katie.whitmore@atradius.com	Contact email _____

Uniform claim identifier (if you use one):

_ _

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? _____



26108012607070000000000001

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?** $ 92415.80 . **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: _____

26108012607070000000000001

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 07/07/2026
MM / DD / YYYY

/s/Katie Whitmore
Signature

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

Name: Katie Whitmore
First name Middle name Last name

Title: Senior Legal Collector

Company: Atradius Collections
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

26108012607070000000000001

Verita (KCC) ePOC Electronic Claim Filing Summary

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

Debtor:
26-10801 - West Marine Products, Inc.
District:
District of Delaware

Creditor:
BEST BAGS INDUSTRIAL COMPANY
Atradius Collections, Inc.
3500 Lacey Road, Suite 220

Downers Grove, IL, 60515
United States
Phone:
6309314823
Phone 2:
Fax:
Email:
katie.whitmore@atradius.com

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

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Other Names Used with Debtor:
GMS International Inc.

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Goods sold

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
92415.80

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:
Katie Whitmore on 07-Jul-2026 5:26:42 a.m. Pacific Time
Title:
Senior Legal Collector
Company:
Atradius Collections

VN: 86818A5C31C743E984A900F92FAF155E

Hi Lauren,

Good morning.

We received the POs for the flat fishing bags, however the quantity for 72", SKU 24007619 is 224pcs + 526pcs = 750pcs, which is different than previously confir
We did proceed the production at 300pcs, so it will be great if the quantity for 72" can be changed to 300pcs from the system.

PO	Location	SKU Part #	Quantity Buyer
462521	760	24007585 FJ080525-1	224 001-Zach
462521	760	24007593 FJ080525-2	224 001-Zach
462521	760	24007601 FJ080525-3	224 001-Zach
462521	760	24007619 FJ080525-4	224 001-Zach
462522	860	24007585 FJ080525-1	528 001-Zach
462522	860	24007593 FJ080525-2	528 001-Zach
462522	860	24007601 FJ080525-3	526 001-Zach
462522	860	24007619 FJ080525-4	526 001-Zach

Thanks!

Lauren Musil
Associate Sourcing Manager – Private Brand
West Marine
1 E Broward Blvd – Suite 200
Fort Lauderdale, FL 33301
LaurenM@westmarine.com

GMS International Inc. AT GMS, WE GOT YOUR BAGS!

GMS-CHINA.COM

Taiwan Head office:
c/o 5th Fl., No.100, Mincyuan Rd., Xindian Dist., New Taipei City 231, Taiwan.
Tel: 886-2-22185245 Fax: 886-2-22188936
Macau office:
C/O. EM MACAU, TRAVESSA DA PROSPERIDADE Nº 2-C, U SON, Macau
Tel: +853-68578411
Xiamen office:
c/o 4th Fl, Huaqiang Business Building, No.38 Tiyu Road, Xiamen 361012, China
Tel: 86-592-5372688 Fax: 86-592-5372689
www.gms-china.com sales@gms-china.com

PROFORMA INVOICE

TO: West Marine, Inc.
1 E Broward Blvd Suite 200
Ft Lauderdale, FL 33301, USA
Attn: Lauren Musil
Email: LaurenM@westmarine.com

DATE: 11/14/2025
REF. NO. 25RT0028JF

Shipping Mark:
Front marks:
PO #: PO462521
C/NO. -
MADE IN CHINA

Side marks:
OR:
PO #: PO462522
C/NO. -
MADE IN CHINA

ORDER NO.: TBA
PRODUCTION FINISH DATE: Around end of Jan. 2026
SHIPPING TERM: FOB China
SHIP FROM: Xiamen, China
SHIP TO: USA
SHIPPING LINE: By SEA
TERM OF PAYMENT: Full payment in 90 days after on board date

ITEM NO.		DESCRIPTION	UNIT	Q'TY	PRICE	AMOUNT
24007585		**Flat Fishing Bag 36in x 18in**	PC	752	US$14.80	US$11,129.60
	Material:	0.5mm Tarpaulin for outer and liner				
	Size:	36"W x 18"H				
	Color:	White				
	Logo:	1 color print on 2 locations				
24007593		**Flat Fishing Bag 48in x 20in**	PC	752	US$18.30	US$13,761.60
	Material:	0.5mm Tarpaulin for outer and liner				
	Size:	48"W x 20"H				
	Color:	White				
	Logo:	1 color print on 2 locations				
24007601		**Flat Fishing Bag 60in x 24in**	PC	750	US$26.60	US$19,950.00
	Material:	0.5mm Tarpaulin for outer and liner				
	Size:	60"W x 24"H				
	Color:	White				
	Logo:	1 color print on 2 locations				
24007619		**Flat Fishing Bag 72in x 24in**	PC	300	US$34.00	US$10,200.00
	Material:	0.5mm Tarpaulin for outer and liner				
	Size:	72"W x 24"H				
	Color:	White				
	Logo:	1 color print on 2 locations				
	Inside label:	Made in China				
	Hanging tags:	Artworks to be provided				
	Packing:	Each bag packed into a poly bag				
TOTAL:				2,554 PC		**US$55,041.20**

SAY TOTAL US DOLLARS FIFTY FIVE THOUSAND FORTY ONE AND CENTS TWENTY ONLY.

BENEFICIARY BANK: E.Sun commercial bank.,Ltd., Taipei, Taiwan Sindian Branch
SWIFT CODE：ESUNTWTP
BANK ADDRESS：No.69, Mincyuan Rd., Sindian Dist., New Taipei City 231-41, Taiwan (R.O.C.)
TEL:02-2916-1313 FAX:02-8911-3813
BENEFICIARY A/C NAME： GMS INTERNATIONAL INC.
BENEFICIARY A/C NO： 0 2 0 0 — 9 5 7 — 3 4 6 7 0 7

GMS International Inc.

West Marine, Inc.

GMS INTERNATIONAL INC.

Address: C/O. EM MACAU, TRAVESSA DA PROSPERIDADE Nº 2-C, U SON, Macau Tel: +853-68578411

<< COMMERCIAL INVOICE >>

TO MESSERS: WEST MARINE PRODUCTS INC.
1 EAST BROWARD BLVD SUITE 200 FT.
LAUDERDALE, FL 33301, USA

DATE : FEB.10,2026
INV NO. : TGS22602004

INVOICE OF : P/I NO. PO462521(25RT0028JF),PO453488(25RT0032JF)
SHIPPED PER S.S. : WAN HAI A05 / E014
FROM : XIAMEN, CHINA TO : OAKLAND, USA
SAILING ON/ABOUT : FEB,15,2026
SHIPPING TERM : FOB XIAMEN, CHINA
PAYMENT TERM : FULL PAYMENT IN 90 DAYS AFTER ON BOARD DATE

DESCRIPTION	QUANTITY	UNITE PRICE	TOTAL AMOUNT
ORDER NO. PO462521(25RT0028JF)			
ITEM NO. 24007585 Flat Fishing Bag 36in x 18in Material:0.5mm Tarpaulin for outer and liner	224 PCS	USD14.800	USD3,315.20
ITEM NO. 24007593 Flat Fishing Bag 48in x 20in Material:0.5mm Tarpaulin for outer and liner	224 PCS	USD18.300	USD4,099.20
ITEM NO. 24007601 Flat Fishing Bag 60in x 24in Material:0.5mm Tarpaulin for outer and liner	224 PCS	USD26.600	USD5,958.40
ITEM NO. 24007619 Flat Fishing Bag Material:0.5mm Tarpaulin for outer and liner	100 PCS	USD34.000	USD3,400.00
ORDER NO. PO453488(25RT0032JF)			
ITEM NO. 21314604 Backpack Cooler-Marine Elite 28 Can Material:Polyester 600D coated with PVC	252 PCS	USD12.700	USD3,200.40
ITEM NO. 21314612 Marine Elite Collapse & Cool 50 Can Cooler Material:Polyester 600D coated with PVC	252 PCS	USD15.000	USD3,780.00
ITEM NO. 21314620 Hardtop 18 Can Backpack Cooler Material:Polyester 600D coated with PVC	252 PCS	USD9.600	USD2,419.20
TOTAL:	1,528 PCS vvvvvvvvv		USD26,172.40 vvvvvvvvvvvv

GMS INTERNATIONAL INC.

Address: C/O. EM MACAU, TRAVESSA DA PROSPERIDADE N° 2-C, U SON, Macau Tel: +853-68578411

<< COMMERCIAL INVOICE >>

TO MESSERS: WEST MARINE PRODUCTS INC.
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SHIPPING TERM : FOB XIAMEN, CHINA
PAYMENT TERM : FULL PAYMENT IN 90 DAYS AFTER ON BOARD DATE

DESCRIPTION	QUANTITY	UNITE PRICE	TOTAL AMOUNT

SAY TOTAL U.S. DOLLARS TWENTY SIX THOUSAND ONE HUNDRED SEVENTY TWO AND CENTS FORTY ONLY.

GMS INTERNATIONAL INC.

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

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

SHIPPER / EXPORTER
GMS. INTERNATIONAL (XIAMEN) INC.
4TH FLOOR,HUAQIANG,NO.38,TIYU ROAD,XIAMEN,CHINA

BILL OF LADING
XMN69551023

CONSOL
C6903740545

EXPORT REFERENCES

Incoterm®: FOB FREIGHT COLLECT

CONSIGNEE
TO THE ORDER OF ECLIPSE BUSINESS CAPITAL LLC
333 W WACKER DRIVE SUITE 950
CHICAGO, IL 60606

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
WEST MARINE PRODUCTS INC.
1 EAST BROWARD BLVD SUITE 200 FT.
LAUDERDALE, FL 33301, USA

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.
WAN HAI A05 / E014

MASTER BILL
ONEYXMNG12275600

DETAILS OF CARGO AS DECLARED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	VOLUME
PO #: C/NO. - MADE IN CHINA	1 CONTAINER	400 Carton(s) ORDER NO. PO462521(25RT0028JF) ITEM NO. 24007585 FLAT FISHING BAG 36IN X 18IN ITEM NO. 24007593 FLAT FISHING BAG 48IN X 20IN ITEM NO. 24007601 FLAT FISHING BAG 60IN X 24IN ITEM NO. 24007619 FLAT FISHING BAG 72IN X 24IN ORDER NO. PO453488(25RT0032JF) ITEM NO. 21314604 BACKPACK COOLER-MARINE ELITE 28 CAN ITEM NO. 21314612 MARINE ELITE COLLAPSE & COOL 50 CAN COOLER ITEM NO. 21314620 HARDTOP 18 CAN BACKPACK COOLER THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIALS. TOTAL: FOUR HUNDRED CARTON(S) ONLY	3138.6 KG	35.85 M3

Container	Seals	Type	Weight(KG)	Volume(M3)	Packages	Mode
TCLU4209717	CNDR57847	40GP	3138.6	35.85	400 CTN	CY/CY*

FREIGHT CHARGES PAYABLE AT OAKLAND, UNITED STATES

PREPAID CHARGES	COLLECT CHARGES
	As Agreed

Shipper Load Count and Sealed
Continuation Page Follows...

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)	17-Feb-2026

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

PLACE OF ISSUE	DATE OF ISSUE
XIAMEN, CHINA	17/02/2026

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 (HK) Limited d/b/a Blue Word 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 arranges 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 Containers, 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 Persons 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 expression 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, watercoursemen, 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 electronic and documents related to the Carriage hereunder (which may include, but are not limited to, the Carrier's invoices, shippers' 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 was at SOB 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 agent's 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 so 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 deemed the right not to act as agent only or these limits, its liability for loss, damages or delay to the Goods shall be determined in accordance with the 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 face of this Bill of Lading and paid such ad valorem 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 time 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 (6 a))

(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 or to 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 cannot 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 in 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 these;

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, or overt hazards;

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 burden of proof lies on 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 or events in 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, salary, interest, loss of market, or any direct, indirect, special, incidental, punitive or consequential damages caused by delay, whether or not Carrier has 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 to 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 in 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 prima facie to have delivered 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.

(iii) 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 front side of this Bill of Lading shall notify all Merchant 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 prejudice to the generality 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 Charges 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 it has 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 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 or 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 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 properly mark the Goods with 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 or 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 faulty state in which the Container has been Stuffed;

(ii) caused by the unsuitability or the defective condition of the Container;

(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)(i) 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 quality.

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 right to demand payment in addition to the Charges under Clause 11.1(a) above, compromise 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 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, remain at, and pass any port, place or anchorage whether or not it be out of or beyond 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 purpose whatsoever, whether or not connected with the Carriage of the Goods. Any act done 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 that being Goods listed on any Containers other than open tops 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 deemed cargo) 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 risk or 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 to give notice to the Merchant at the Carrier's address on the front of this Bill of Lading or on a Container and 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 they 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 expenses 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, counterclaim 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 Carrier shall have a lien on the Goods or any documents relating thereto.

17.6 The Merchant shall be jointly and severally liable for demurrage, detention, general orders, and any and all costs associated with the abandonment of the Freight or a refusal of the consignee to make delivery, whether or not freight is "pre-paid" or "collect."

17.7 The Carrier shall be entitled to receive, collect and enforce 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 or any part of the Carriage and others Charges due hereunder, whether actually paid or not, if the Carrier has been caused to pay them 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 freights 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 habit by 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 be discharged 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 owner 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 warehousemans'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 those Goods have been delivered by Carrier

19 WRITING REQUIRED TO VARY OR MODIFY THE CONTRACT

The Merchants 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

BILL OF LADING - XMN69551023

CONTINUATION PAGE

CONSIGNOR
GMS. INTERNATIONAL (XIAMEN) INC.
4TH FLOOR,HUAQIANG,NO.38,TIYU
ROAD,XIAMEN,CHINA

CONSIGNEE
TO THE ORDER OF ECLIPSE BUSINESS CAPITAL LLC
333 W WACKER DRIVE SUITE 950
CHICAGO, IL 60606

NOTIFY PARTY
WEST MARINE PRODUCTS INC.
1 EAST BROWARD BLVD SUITE 200 FT.
LAUDERDALE, FL 33301, USA

PLACE OF RECEIPT
XIAMEN, CHINA

FINAL DESTINATION
OAKLAND, UNITED STATES

GROSS WEIGHT
3138.6 KG

VOLUME
35.85 M3

PACKAGE QUANTITY
400 CTN (OUTER)

Marks & Numbers	Goods Description	Gross Wt. Volume
	SHIP TO: WM Warehouses at Hollister, CA 95023	

Re: Soft Sided Coolers by GMS for West Marine

Amir Bashiri (AmirB@westmarine.com) 添加联系人

收件人: GMS-Felix; Lauren Musil;

抄送: Henry Stypula; Eva Lau; GMS-Mike ;

邮件状态: 已标记。

PO 416725 has been cancelled.

Thanks,

Amir Bashiri
Merchandise Planner
1 East Broward Blvd. Suite 200 | Ft. Lauderdale, FL 33301
AmirB@westmarine.com
West Marine

From: GMS-Felix <felixz@gms-china.com>
Sent: Monday, December 15, 2025 4:37 AM
To: Amir Bashiri <AmirB@westmarine.com>; Lauren Musil <LaurenM@westmarine.com>
Cc: Henry Stypula <HenryS@westmarine.com>; Eva Lau <EvaL@westmarine.com>; GMS-Mike <mike@gms-china.com>
Subject: Re: Soft Sided Coolers by GMS for West Marine

••• This email came from outside West Marine. Beware of any links or attachments. Do Not Scan QR Codes. •••

External sender <felixz@gms-china.com>
Make sure you trust this sender before taking any actions.

Hi Amir,

Good morning.

We are still receiving the "Daily Warehouse Open PO Report" including PO 416725, for which the quantities are under MOQ, please kindly cancel this PO from your side.

PO	Location	SKU Part #	Quantity Buyer	Ship Date	Expected Delivery Date	Cancel Date	ASN Units	ASN Ship Date	ASN Exp Delivery
416725	860	21314612 20471793	72 005-Amir Bashiri	2025-11-28	2025-12-05	2025-12-10	0		
416725	860	21314620 20351151	96 005-Amir Bashiri	2025-11-28	2025-12-05	2025-12-10	0		
453488	760	21314604 20140166	252 005-Amir Bashiri	2026-01-15	2026-02-16	2026-02-21	0		
453488	760	21314612 20471793	252 005-Amir Bashiri	2026-01-15	2026-02-16	2026-02-21	0		
453488	760	21314620 20351151	252 005-Amir Bashiri	2026-01-15	2026-02-16	2026-02-21	0		
453489	860	21314604 20140166	750 005-Amir Bashiri	2026-01-15	2026-02-23	2026-02-28	0		
453489	860	21314612 20471793	750 005-Amir Bashiri	2026-01-15	2026-02-23	2026-02-28	0		
453489	860	21314620 20351151	750 005-Amir Bashiri	2026-01-15	2026-02-23	2026-02-28	0		

Thank you and please let me know if there is anything I can do for you.
At GMS, we got your bags!

Felix/VP of Sales
GMS International Inc.
4th Floor, Huaqiang Business Building,
No.38 Tiyu Road, Xiamen 361012, China.
Tel: + 86-592-537-2688 Ext. 813
www.gms-promo.com
www.gms-china.com

From: Amir Bashiri
Sent: Wednesday, December 10, 2025 5:48 AM
To: GMS-Felix ; Lauren Musil
Cc: Henry Stypula ; Eva Lau ; GMS-Mike
Subject: Re: Re:Re: Soft Sided Coolers by GMS for West Marine

Felix - Thanks for reaching out, and can you please kindly cancel PO 421595 and 421596.
Additionally, PO 453488 has been adjusted to 252 to meet pack size requirements.
In erms of PO228137 & PO228166, I'm not familiar with what was discussed for these orders as I was not in this postion.

Thanks,

Amir Bashiri
Merchandise Planner
1 East Broward Blvd. Suite 200 | Ft. Lauderdale, FL 33301
AmirB@westmarine.com
West Marine

GMS International Inc. AT GMS, WE GOT YOUR BAGS!

GMS-CHINA.COM

Taiwan Head office:
c/o 5th Fl., No.100, Mincyuan Rd., Xindian Dist., New Taipei City 231, Taiwan.
Tel: 886-2-22185245 Fax: 886-2-22188936
Macau office:
C/O. EM MACAU, TRAVESSA DA PROSPERIDADE Nº 2-C, U SON, Macau
Tel: +853-68578411
Xiamen office:
c/o 4th Fl, Huaqiang Business Building, No.38 Tiyu Road, Xiamen 361012, China
Tel: 86-592-5372688 Fax: 86-592-5372689
www.gms-china.com sales@gms-china.com

PROFORMA INVOICE

TO: West Marine, Inc.
1 E Broward Blvd Suite 200
Ft Lauderdale, FL 33301, USA
Attn: Lauren Musil
Email: LaurenM@westmarine.com

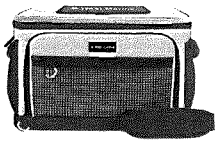
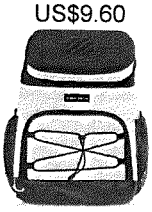
DATE: 12/9/2025
REF. NO. 25RT0032JF

Shipping Mark:

PO #: 453488
C/NO. -
MADE IN CHINA

OR:
PO #: 453489
C/NO. -
MADE IN CHINA

ORDER NO.: 453488 & 453489
PRODUCTION FINISH DATE: Around Feb 10th, 2026
SHIPPING TERM: FOB China
SHIP FROM: Xiamen, China
SHIP TO: USA
SHIPPING LINE: By SEA
TERM OF PAYMENT: Full payment in 90 days after on board date

ITEM NO.		DESCRIPTION	UNIT	Q'TY	PRICE	AMOUNT
21314604		**Backpack Cooler-Marine Elite 28 Can**	PC	1,002	US$12.70	US$12,725.40
	Material:	Polyester 600D coated with PVC				
	Size:	13"W x 16"H x 6.5"D				
	Color:	Cream white / black				
21314612		**Marine Elite Collapse & Cool 50 Can Cooler**	PC	1,002	US$15.00	US$15,030.00
	Material:	Polyester 600D coated with PVC				
	Size:	16"W x 13.5"H x 11"D				
	Color:	Cream white / black				
21314620		**Hardtop 18 Can Backpack Cooler**	PC	1,002	US$9.60	US$9,619.20
	Material:	Polyester 600D coated with PVC				
	Size:	11"W x 15"H x 8"D				
	Color:	Cream white / black				
	Inside label MADE IN CHINA					
	Hanging tags: same as 228137 & 228166					
	Packing:	Each pc packed into a polybag, 6pcs into a master carton				
TOTAL:				3,006 PC		**US$37,374.60**

SAY TOTAL US DOLLARS THIRTY SEVEN THOUSAND THREE HUNDRED AND SEVENTY FOUR AND CENTS SIXTY ONLY.

BENEFICIARY BANK: E.Sun commercial bank.,Ltd., Taipei, Taiwan Sindian Branch
SWIFT CODE：ESUNTWTP
BANK ADDRESS：No.69, Mincyuan Rd., Sindian Dist., New Taipei City 231-41, Taiwan (R.O.C.)
TEL:02-2916-1313 FAX:02-8911-3813
BENEFICIARY A/C NAME： GMS INTERNATIONAL INC.
BENEFICIARY A/C NO： 0 2 0 0 — 9 5 7 — 3 4 6 7 0 7

GMS International Inc.

West Marine, Inc.

GMS INTERNATIONAL INC.

Address: C/O. EM MACAU, TRAVESSA DA PROSPERIDADE Nº 2-C, U SON, Macau Tel: +853-68578411

<< COMMERCIAL INVOICE >>

TO MESSERS: WEST MARINE PRODUCTS INC.
1 EAST BROWARD BLVD SUITE 200 FT.
LAUDERDALE, FL 33301, USA

DATE : FEB.10,2026
INV NO. : TGS22602005

INVOICE OF : P/I NO. PO462522(25RT0028JF),PO453489(25RT0032JF)
SHIPPED PER S.S. : MSC NOA ARIELA / FA606A
FROM : XIAMEN, CHINA TO : CHARLESTON, SC. USA
SAILING ON/ABOUT : FEB,14,2026
SHIPPING TERM : FOB XIAMEN, CHINA
PAYMENT TERM : FULL PAYMENT IN 90 DAYS AFTER ON BOARD DATE

DESCRIPTION	QUANTITY	UNITE PRICE	TOTAL AMOUNT
ORDER NO. PO462522(25RT0028JF)			
ITEM NO. 24007585 Flat Fishing Bag 36in x 18in Material:0.5mm Tarpaulin for outer and liner	528 PCS	USD14.800	USD7,814.40
ITEM NO. 24007593 Flat Fishing Bag 48in x 20in Material:0.5mm Tarpaulin for outer and liner	528 PCS	USD18.300	USD9,662.40
ITEM NO. 24007601 Flat Fishing Bag 60in x 24in Material:0.5mm Tarpaulin for outer and liner	526 PCS	USD26.600	USD13,991.60
ITEM NO. 24007619 Flat Fishing Bag Material:0.5mm Tarpaulin for outer and liner	200 PCS	USD34.000	USD6,800.00
ORDER NO. PO453489(25RT0032JF)			
ITEM NO. 21314620 Hardtop 18 Can Backpack Cooler Material:Polyester 600D coated with PVC	750 PCS	USD9.600	USD7,200.00
ITEM NO. 21314604 Backpack Cooler-Marine Elite 28 Can Material:Polyester 600D coated with PVC	750 PCS	USD12.700	USD9,525.00
ITEM NO. 21314612 Marine Elite Collapse & Cool 50 Can Cooler Material:Polyester 600D coated with PVC	750 PCS	USD15.000	USD11,250.00
TOTAL:	4,032 PCS vvvvvvvvv		USD66,243.40 vvvvvvvvvvvv

GMS INTERNATIONAL INC.

Address: C/O. EM MACAU, TRAVESSA DA PROSPERIDADE N° 2-C, U SON, Macau Tel: +853-68578411

<< COMMERCIAL INVOICE >>

TO MESSERS: WEST MARINE PRODUCTS INC.
1 EAST BROWARD BLVD SUITE 200 FT.
LAUDERDALE, FL 33301, USA

DATE : FEB.10,2026
INV NO. : TGS22602005

INVOICE OF : P/I NO. PO462522(25RT0028JF),PO453489(25RT0032JF)
SHIPPED PER S.S. : MSC NOA ARIELA / FA606A
FROM : XIAMEN, CHINA TO : CHARLESTON, SC. USA
SAILING ON/ABOUT : FEB,14,2026
SHIPPING TERM : FOB XIAMEN, CHINA
PAYMENT TERM : FULL PAYMENT IN 90 DAYS AFTER ON BOARD DATE

DESCRIPTION	QUANTITY	UNITE PRICE	TOTAL AMOUNT

SAY TOTAL U.S. DOLLARS SIXTY SIX THOUSAND TWO HUNDRED FORTY THREE AND CENTS FORTY ONLY.

GMS INTERNATIONAL INC.

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

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

SHIPPER / EXPORTER
GMS. INTERNATIONAL (XIAMEN) INC.
4TH FLOOR,HUAQIANG,NO.38,TIYU ROAD,XIAMEN,CHINA

BILL OF LADING
XMN69551021

CONSOL
C6903740543

EXPORT REFERENCES

Incoterm®: FOB FREIGHT COLLECT

CONSIGNEE
TO THE ORDER OF ECLIPSE BUSINESS CAPITAL LLC
333 W WACKER DRIVE SUITE 950
CHICAGO, IL 60606

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
WEST MARINE PRODUCTS INC.
1 EAST BROWARD BLVD SUITE 200 FT.
LAUDERDALE, FL 33301, USA

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	CHARLESTON, UNITED STATES	CHARLESTON, UNITED STATES

VESSEL / VOYAGE NO.
MSC NOA ARIELA / FA606A

MASTER BILL
ONEYXMNG12276700

DETAILS OF CARGO AS DECLARED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	VOLUME
PO #: C/NO. - MADE IN CHINA	2 CONTAINER	1002 Carton(s) ORDER NO. PO462522(25RT0028JF) ITEM NO. 24007585 FLAT FISHING BAG 36IN X 18IN ITEM NO. 24007593 FLAT FISHING BAG 48IN X 20IN ITEM NO. 24007601 FLAT FISHING BAG 60IN X 24IN ITEM NO. 24007619 FLAT FISHING BAG 72IN X 24IN ORDER NO. PO453489(25RT0032JF) ITEM NO. 21314620 HARDTOP 18 CAN BACKPACK COOLER ITEM NO. 21314604 BACKPACK COOLER-MARINE ELITE 28 CAN ITEM NO. 21314612 MARINE ELITE COLLAPSE & COOL 50 CAN COOLER THIS SHIPMENT CONTAINS NO TOTAL: ONE THOUSAND, TWO CARTON(S) ONLY	7782.9 KG	90.03 M3

Container	Seals	Type	Weight(KG)	Volume(M3)	Packages	Mode
ONEU2875121	CNDR53954	20GP	2012.5	26.46	250 CTN	CY/CY*
TCNU4873955	CNDR53955	40HC	5770.4	63.57	752 CTN	CY/CY*

PREPAID CHARGES	FREIGHT CHARGES PAYABLE AT CHARLESTON, UNITED STATES COLLECT CHARGES
	As Agreed

Shipper Load Count and Sealed
Continuation Page Follows...

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)	15-Feb-2026

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

PLACE OF ISSUE	DATE OF ISSUE
XIAMEN, CHINA	15/02/2026

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 (HK) Limited d/b/a Blue World Line on whose behalf the 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.

"Consolidation" includes stuffing, packing, loading or securing of Goods on or within Containers.

"Container" includes any container (including but not limited to open-top container), 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, pallet, 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 to 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 this 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 units 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-contractor's, 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 office.

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 inserted 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, and judgments, 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 8.1(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 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 benefits of the Carrier, shall also apply to and for the benefits 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 requires 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 as the Merchant and such Carriage shall be subject to the inland carriers 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 Goods 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 of 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 as 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 at this port of Carriage from and during loading prior 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 6).

(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 no 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)(i) during 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 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 Multimode 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), the Carrier shall be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

(i) a the wrongful act or neglect of the Merchant or any Person other than the Carrier or its servant, agent or Sub-Contractor;

(ii) b compliance with the instructions of a Person entitled to give them;

(iii) 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;

(iv) d handling, loading, stowage or unloading of the Goods by the Merchant, or any Person acting on behalf of the Merchant;

(v) e inherent vice of the Goods;

(vi) f insufficiency or inadequacy of marks or numbers on the Goods, coverings, or unit loads;

(vii) g strikes or lockouts or stoppage or restraint of labor from whatever cause whether partial or general;

(viii) h an act, neglect or default in the navigation or management of the Vessel occurring during Carriage by water;

(ix) 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 Merchants shall have the burden of proof.

(x) j a nuclear incident;

(xi) 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.

(d) where 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.

(e) 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 answer cause contributed to the loss or damage

(f) 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:

(i) 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

(ii) 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 limited on the Port of Discharge, and the Carrier in its absolute discretion agrees in 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. Sailings, let 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 to 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(d) 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 in the nature of the Goods, and the Carrier's acknowledgment 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 prima facie to have delivered 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.

(iii) 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 front side of this Bill of Lading shall notify all Merchants 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 prejudice to the generality 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 demurrage 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 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 fees, damages, 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 or 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 all 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 condition 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)(i) 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 quality

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 ROUTE OF TRANSSHIPMENT

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 at any speed and by any route in the Carrier's sole discretion - irrespective of whether such route in the nearest, most direct, customary, or advertised route, proceed to, return to, or pass any other place whether in advance of, or backward from 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 done 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 or on Containers other than open flats or pallets) which are stored 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 and so 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 loss or 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 to store the Goods or any part thereof 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 expenses of any nature whatsoever, in respect of any loss or 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 or any later, 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 the difference between the correct freight and the freight actually paid shall be payable as liquidated damages to the Carrier.

17.4 All freight shall be paid without any set-off, counterclaim, 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 payment of any and all Charges on account of shortage of cargo.

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 make 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 confusion 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 lien 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, proceeds fail to cover the amount due and payable by the Merchant, the Merchant shall remain liable for the deficiency.

18.2 Warehousyman 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 an. 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 engagements 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 of 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, the 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 at 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 convenience.

BILL OF LADING - XMN69551021

CONTINUATION PAGE

CONSIGNOR
GMS. INTERNATIONAL (XIAMEN) INC.
4TH FLOOR,HUAQIANG,NO.38,TIYU
ROAD,XIAMEN,CHINA

CONSIGNEE
TO THE ORDER OF ECLIPSE BUSINESS CAPITAL LLC
333 W WACKER DRIVE SUITE 950
CHICAGO, IL 60606

NOTIFY PARTY
WEST MARINE PRODUCTS INC.
1 EAST BROWARD BLVD SUITE 200 FT.
LAUDERDALE, FL 33301, USA

PLACE OF RECEIPT
XIAMEN, CHINA

FINAL DESTINATION
CHARLESTON, UNITED STATES

GROSS WEIGHT
7782.9 KG

VOLUME
90.03 M3

PACKAGE QUANTITY
1002 CTN (OUTER)

Marks & Numbers	Goods Description	Gross Wt. Volume
	SOLID WOOD PACKING MATERIALS. SHIP TO: WM Warehouses at Rock Hill, SC 29730	