



**ORIGINAL BILL OF LADING**

**FMC-OTI No. 019916NF**

SHIPPER (COMPLETE NAME AND ADDRESS)	HOUSEBILL No.	MASTERBILL No.
	BOOKING NO	
	EXPORT REFERENCES	
FAX:		

CONSIGNEE (COMPLETE NAME AND ADDRESS)	FORWARDING AGENT - References SUPPLY CHAIN SOLUTIONS, LLC 8305 NW 27TH ST STE 108 DORAL FL 33122 UNITED STATES
FAX:	PORT AND COUNTRY OF ORIGIN United States

	ROUTING INSTRUCTION
PLACE OF RECEIPT	

VESSEL AND VOYAGE NUMBER	PORT OF LOADING	NUMBER OF ORIGINAL BILLS OF LADING 3 (THREE)
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PORT OF DISCHARGE	PLACE OF DELIVERY	PLACE AND DATE OF ISSUE
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MARKS & NOS/CONTAINER	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT

TOTAL NUMBER OF PKGS TWO PACKAGE(S)	INTERNAL REFERENCE:	TOT:
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SHIPPER DECLARED VALUE (\$)	SEE CLAUSE 11(5) ON REVERSE SIDE	<p><small>LAW AND JURISDICTION: Any claim or dispute (if any) arising under this Bill of Lading, including third party proceedings or those involving several defendants, shall be governed, except as herein otherwise provided, by the law and determined by the Court of the place where the Carrier (as specified above) has registered office, which is: Received by the Carrier from Shipper in apparent good order and condition (unless noted herein) the total number or quantity of Containers or packages or units indicated, stated by the Shipper to comprise the Goods specified above, for Carriage subject to all the items hereof (INCLUDING THE TERMS OF THE CARRIER'S APPLICABLE TARIFF) from the Place of Receipt of the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable. In accepting this Bill of Lading, the Merchant expressly accepts and agrees to all its terms, conditions and exceptions, whether printed, stamped or written, or otherwise incorporated of which the Merchant is fully aware notwithstanding the non-signing of the Bill of Lading by the Merchant. Goods in containers, vans or trailers or portable tanks may be carried on deck at the Carrier's option in acceptance with Clause 15.</small></p> <p><small>IN WITNESS of the contract herein contained the number of original stated above have been issued each one being of the same contents and date, one which being accomplished the other(s) to be void.</small></p>	
CHARGES, INCLUDING FREIGHT			
RATE	PREPAID		COLLECT
			BY _____ SUPPLY CHAIN SOLUTIONS, LLC AS CARRIER

SHIPPED ON BOARD:

BILL OF LADING CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS

"Carrier" means the operations and services undertaken or performed by or on behalf of the Carrier... "Goods" means the cargo that the Merchant has tendered for carriage...

2. CARRIER'S OBLIGATIONS

The terms of the Carrier's applicable tariff are incorporated into this Bill of Lading as though fully set forth. The Carrier or its agents shall provide copies of said tariff upon request...

3. AGREEMENT TO TERMS AND CONDITIONS

The Merchant or its agent, in presenting the Goods to the Carrier for carriage, accepts this Bill of Lading as subject to the terms and conditions, both on the front and reverse pages...

4. SUB-CONTRACTING AND INDEMNITY

(A) The Carrier has the right to subcontract and on any terms whatsoever to sub-contract the whole or any part of the Carriage and any or all duties the Carrier has undertaken in respect of the Goods...

5. NOTICE OF CLAIM AND TIME-BAR

(A) Unless written notice of loss or damage and the general nature of such loss or damage is given in writing to the Carrier or its agents at its office or Place of Discharge or Place of Delivery, the Carrier, before or at the time of the arrival of the Goods into the custody of the Receiver, will be discharged...

6. CLAUSE PARAMOUNT

(A) This Bill of Lading shall have effect subject to COGSA, unless it is adjudged that any other legislation in a relevant country is more favorable to the Goods... (C) COGSA or the Hague Rules Legislation, whichever is applicable under clause 6(A), is hereby incorporated into this Bill of Lading.

7. CARRIER'S RESPONSIBILITIES

(A) The responsibilities of the Carrier for the Goods cover the entire period during which the Carrier is in charge of the Goods, starting from the time the Carrier has taken over the Goods at the Place of Receipt or Port of Loading, as applicable, until the time of delivery thereof at the Port of Discharge or Place of Delivery, as applicable, to the Merchant or to any authority to which the Carrier is required to make delivery by local law or regulation, whichever occurs earlier... (I) Any cargo claims subject to the Carmack Amendment shall be filed within nine months after delivery at the port of export, except that claims for failure to make export delivery may be filed within nine months after a reasonable time for delivery has elapsed...

(I) Any lawsuits for cargo claims subject to Carmack shall be filed against the Carrier no later than two years and one day after the date the goods were delivered to the claimant... 8. LIMITATION OF LIABILITY, OPPORTUNITY TO AVOID LIMITATION OF LIABILITY

The Carrier has established and offered alternative rates of freight for the Goods and the Merchant acknowledges that it has made an election to accept those alternative rates... (A) Limitation for Carriage to or from the U.S. The consequence of the Merchant's knowing and willing election to ship under the Carrier's lower/rate/rates is that neither the Carrier nor any Sub-Contractors, or any vessel that transports the Goods shall in any event be or become liable for any loss or damage to or in connection with the Carriage in an amount exceeding US\$500 per package...

9. METHODS AND ROUTES OF CARRIAGE The Carrier may at any time and without notice to the Merchant: (A) Use any means of transport or storage whatsoever; (B) Transfer the Goods from one conveyance to another, including transhipment to a vessel other than the Vessel set forth on the front page of this Bill of Lading...

10. FORCE MAJEURE Without prejudice to any of the Carrier's rights or privileges under this Bill of Lading or under applicable law, the Carrier shall not be responsible for any loss, damage, or delay that arises out of or is in any way related to, directly or indirectly, any event beyond the reasonable control of the Carrier, including, without limitation, war, hostilities, warlike operations, terrorism, embargoes, blockades, port congestion, strikes or labor disturbances... 11. NOTIFICATION AND DELIVERY (A) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of the Carrier, and failure to give such notification shall not give rise to any liability on the part of the Carrier or relieve the Merchant of any obligation thereunder.

12. FREIGHT AND CHARGES (A) All freight shall be deemed fully, finally, and unconditionally earned on the Carrier's receipt of the Goods and shall be paid and non-refundable in any event; (B) All freight and charges shall be paid without any set-off, counter-claim, deduction, or stay of execution before delivery of the Goods; (C) Payment of freight and charges by any person other than the Carrier or its authorized agent shall not be considered payment to the Carrier and shall be made at the Merchant's sole risk; (D) The Merchant shall, where applicable, be jointly and severally liable to the Carrier for payment of all freight, demurrage, detention, general average, and charges including, without limitation, court costs, interest, expenses, and attorneys' fees...

13. SPECIFIC AND GENERAL LIENS

(A) The Carrier has a general and continuing lien on the Goods as well as on any other property of the Merchant coming into the Carrier's actual or constructive possession or control for monies owed to the Carrier with regard to the shipment on the lien it is claimed, a prior shipment(s), or any other prior obligation, including, without limitation, freight, dead freight demurrage, detention, any Charges, and for any expenses the Carrier incurs for storage, security, repacking, remarking, fumigation, or required disposal of Goods for loss, damages, tolls, or commissions the Carrier has paid or advanced on behalf of the Goods... 14. DESCRIPTION OF GOODS AND NOTIFICATION (A) The Merchant's description of the Goods stuffed in a sealed Container by the Merchant or on its behalf shall not be binding on the Carrier, and the description declared by the Merchant on the front page of this Bill of Lading is solely for the Merchant's own use.

15. DANGEROUS GOODS (A) At the time of shipment of Dangerous Goods, the Merchant shall, in compliance with the regulations governing the transportation of such goods, have the same properly packed, clearly marked, and labeled, and notify the Carrier in writing of their proper description, nature, and the necessary precautions; (B) Goods that are Dangerous Goods or are otherwise of an inflammable, explosive or dangerous nature to the shipment whereof the Carrier, master or agent of the Carrier, has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place and delivered or rendered innocuous by the Carrier without compensation...

16. PERISHABLE CARGO (A) Goods of a perishable nature shall be carried in ordinary Containers without special protection, services, or other measures unless otherwise stated in writing on the front page of this Bill of Lading... 17. DECK CARGO, ANIMALS AND PLANTS Goods, other than Goods stuffed in Containers, that are stowed on the front page of this Bill of Lading as contracted to stowed "on deck" and are so carried, and all live animals, including, without limitation, fish and birds, or plants shipped hereunder, shall be carried solely at the risk of the Merchant... 18. INSPECTION OF GOODS The Carrier or any Sub-Contractor shall be entitled, but shall be under no obligation, to open any Container or Package at any time and to inspect the Goods.

19. MERCHANT-STUFFED CONTAINERS (A) If a Container has not been stuffed by or on behalf of the Carrier, the Carrier shall not be liable for the loss or damage to the Goods and the Merchant shall indemnify and hold the Carrier harmless from and against any loss, damage, liability, and expense, including, without limitation, attorneys' fees that the Carrier has incurred if such loss, damage, liability, or expense arises out of or is in any way connected with or is caused by, in whole or in part, (1) The manner in which the Container was stuffed, filled, packed, or loaded, including, without limitation, due to the inclusion of wood packing materials; or (2) The unsuitability of the Goods for Carriage in the Container; or (3) The unsuitability or defective condition of the Container... 20. CARRIAGE AFFECTED BY THE CONDITION OF THE GOODS If it appears at any time that the Goods cannot safely or properly be carried further, either at all or without special protection, services, or other measures provided for by or on behalf of the Carrier, the Carrier may without notice to the Merchant, but as its agent only, take any measure(s) or incur any additional expense to carry or to continue the Carriage, or seal or dispose of the Goods, or abandon the Carriage or store Goods ashore or afloat, under cover or in the open, at any place that the Carrier, in its sole discretion, considers most appropriate...

21. MERCHANT'S RESPONSIBILITIES (A) The parties within the definition of "Merchant" shall, where applicable, be jointly and severally liable to the Carrier for the fulfillment of all obligations undertaken by any of them under this Bill of Lading; (B) The Merchant warrants to the Carrier that the particulars relating to the Goods as set forth on the front page of this Bill of Lading have been checked by the Merchant on its receipt of this Bill of Lading; (C) The Merchant further warrants that any particulars relating to the Goods furnished by or on behalf of the Merchant are true, correct, and complete and are not in any way misleading or fraudulent and that the weight or verified gross mass provided by the Merchant or its agent or contractor on which the Carrier relies, are lawful goods and are not contraband; (D) The Merchant shall indemnify and hold the Carrier harmless from and against any loss, damage, liability, and expense, including, without limitation, attorneys' fees that the Carrier has incurred, arising out of or in any way connected with or caused by, in whole or in part, any breach of the warranties in sub-paragraph (B) of this clause or from any other cause in connection with the Goods for which the Carrier is liable; (E) The Merchant shall provide Carrier with certified weights obtained on calibrated and certified weighing equipment of all Goods and the container that are tendered to stevedores and represents that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Merchant in order to provide the certified weight certificates or verifications of gross mass to the steamship line or terminal operator; (F) The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims and damages, penalties or other costs resulting from any incorrect or questionable statements of the weight or verified gross mass provided by the Merchant or its agent or contractor on which the Carrier relies... 22. DELAY, CONSEQUENTIAL LOSS, ETC. (A) The Carrier does not undertake that the Goods will be transported from the Place of Receipt or Port of Loading, as applicable, or will arrive at the Port of Discharge or Place of Delivery, as applicable, or will be transhipped on board any particular vessel or other conveyance at any particular date or time or to meet any particular deadline or time for any particular use... 23. GENERAL AVERAGE AND SALVAGE (A) The Carrier does not undertake that the Goods will be transported from the Place of Receipt or Port of Loading, as applicable, or will arrive at the Port of Discharge or Place of Delivery, as applicable, or will be transhipped on board any particular vessel or other conveyance at any particular date or time or to meet any particular deadline or time for any particular use... 24. NEW JASON CLAUSE In the event of accident, danger, damage, or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which the Carrier is not responsible by statute contract or otherwise, the Goods and the Merchant, jointly and severally, shall contribute to the loss in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods... 25. BOTH-TO-BLAME COLLISION If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any ad, negled, or default of the Master, member, pilot, or the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and self-off, or compensated or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier... 26. VARIATION OF THE CONTRACT; PARTIAL INVALIDITY No employee, servant, agent, or Sub-Contractor of the Carrier has the power to waive or vary any of the contract terms and conditions of this Bill of Lading unless the Carrier, in writing, has specifically authorized such a waiver or variation... 27. MANDATORY LAW, VENUE, AND JURISDICTION (A) MANDATORY CHOICE OF LAW. The Merchant agrees that all claims or disputes arising out of or in any way connected with this Bill of Lading or the Carriage shall be determined under the federal law of the United States of America, without regard to its conflict of laws rules, or in the absence of such federal law, the law of the State of New York, or, if applicable, the law of the State of Michigan... (B) MANDATORY VENUE. The exclusive and mandatory venue for any of the aforementioned claims or disputes shall be the United States District Court for the Eastern District of Michigan in Detroit, Michigan, to the exclusion of all other courts... (C) MANDATORY CONSENT AND WAIVER. The parties agree to irrevocably submit to the personal jurisdiction of such courts, and thereby waive any jurisdictional, venue, or inconvenient forum objections to such courts.