BEFORE THE
FEDERAL MARITIME COMMISSION

DOCKET NO. 24-26

TRIPLE L GLOBAL, LLC,

COMPLAINTANT,

v.

SLI, INC. d/b/a SEALINK INTERNATIONAL

RESPONDENT

VERIFIED ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIM

Respondent SLI, Inc. d/b/a Sealink International, with its principal place of business at 950 W. Bethany Drive #520, Allen Texas 75013 ("Sealink") submits this Verified Answer and Affirmative Defenses to the Verified Complaint of Triple L Global, LLC ("Triple L"). Sealink denies the alleged violations of the Shipping Act of 2022 and the regulations promulgated thereunder.

I. COMPLAINANT

1. Sealink Admits the allegations in paragraph 1 of the Verified Complaint.

II. RESPONDENT

2. Sealink Admits the allegations in paragraph 2 of the Verified Complaint.

III. JURISDICTION

3. Paragraph 3 of the Verified Complaint contains no factual allegations regarding Sealink and thus requires no response.

4. Paragraph 4 of the Verified Complaint contains no factual allegations regarding

Sealink and thus requires no response.

5. Paragraph 5 of the Verified Complaint contains no factual allegations regarding Sealink and thus requires no response.

6. Sealink Denies the allegations in paragraph 6 of the Verified Complaint.

7. Sealink Denies the allegations in paragraph 7 of the Verified Complaint.

IV. PRELIMINARY STATEMENT

8. Sealink Denies the factual allegations and purported legal conclusions in paragraph 8 of the Verified Complaint as to the claim that Sealink has breached fiduciary duties. For the other claims in paragraph 8, including those related to the founding and purpose of the Federal Maritime Commission ("FMC"), Sealink is not required to admit or deny such statements.

9. Sealink Denies the allegations in paragraph 9 of the Verified Complaint.

10. Sealink Denies the allegations in paragraph 10 of the Verified Complaint.

11. Sealink Denies the allegations in paragraph 11 of the Verified Complaint.

12. Sealink Denies the allegations in paragraph 12 of the Verified Complaint.

V. FACTUAL ALLEGATIONS

13. Sealink does not have knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13 of the Verified Complaint.

14. Sealink does not have knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 14 of the Verified Complaint.

15. Sealink Admits that Triple L opened an account through Sealink's portal. Sealink does not have knowledge or information sufficient to form a belief as to the truth the remaining allegations in paragraph 15 of the Verified Complaint.

16. Sealink Admits Triple L was required to make a $35,000.00 deposit in order to use Sealink's services due to Triple L's inability to demonstrate sufficient financial resources. Sealink

does not have knowledge or information sufficient to form a belief as to the truth the remaining allegations in paragraph 16 of the Verified Complaint.

17. Sealink Admits the allegations in paragraph 17 of the Verified Complaint.

18. In response to paragraph 18 of the Verified Complaint, Sealink Admits that its counsel sent correspondence to Triple L and the substance of the communication, and Denies that Triple L was not provided a CMA invoice for the mis-declared shipment.

19. Sealink Admits the allegations in paragraph 19 of the Verified Complaint.

20. Sealink Denies knowledge of the circumstances of Triple L's retention of counsel, Admits Triple L made the statements contained in the remainder of the allegations in paragraph 20 of the Verified Complaint, but Denies the truth of any purported factual statements or legal conclusions contained therein.

21. Sealink Admits Triple L made the statements contained in the allegations in paragraph 21 of the Verified Complaint, but Denies the truth of any purported factual and legal statements contained therein.

22. Sealink Admits Triple L made the statements contained in paragraph 22 of the Verified Complaint.

23. Sealink Admits the allegations in paragraph 23 of the Verified Complaint.

24. In response to paragraph 24 of the Verified Complaint, Sealink Admits that its Counsel sent an email to Triple L's counsel on May 24, 2024, but Denies the mischaracterization of the communication.

25. In response to paragraph 25 of the Verified Complaint, Sealink Admits the communication sent on May 23, 2024. Sealink Admits that Triple L's counsel emailed Sealink as stated in paragraph 26 of the Verified Complaint, but Denies the truth of any purported factual statements or legal conclusions contained therein.

26. Sealink Admits the communications described in paragraph 27 of the Verified Complaint and Denies all other allegations contained therein.

27. Sealink Admits Triple L sent the communications described in paragraph 28 of the Verified Complaint, but Denies the truth of any purported factual statements contained therein.

28. Sealink Admits Triple L sent the communications described in paragraph 29 of the Verified Complaint, but Denies the truth of any purported factual statements or legal conclusions stated therein.

29. In response to paragraph 30 of the Verified Complaint Sealink Admits that its Counsel sent an email to Triple L's counsel on June 19, 2024.

30. In response to paragraph 31 of the Verified Complaint Sealink Admits that its Counsel sent an email to Triple L's counsel on June 20, 2024.

31. Sealink has no knowledge or information as to what Triple L "discovered," and Denies the remaining allegations in paragraph 32 of the Verified Complaint.

VI. VIOLATIONS OF THE SHIPPING ACT

32. Paragraph 33 of the Verified Complaint contains no factual allegations regarding Sealink and thus requires no response.

33. Paragraph 34 of the Verified Complaint contains no factual allegations regarding Sealink and thus requires no response.

34. Sealink Admits that is an FMC licensed OFF operating under FMC OTI License No. 018974. Sealink Denies all other allegations in paragraph 35 of the Verified Complaint.

35. Sealink Denies the allegations in paragraph 36 of the Verified Complaint.

36. Sealink Denies the allegations in paragraph 37 of the Verified Complaint.

37. Paragraph 38 of the Verified Complaint contains no factual allegations regarding Sealink and thus requires no response.

38. Paragraph 39 of the Verified Complaint contains no factual allegations regarding Sealink and thus requires no response.

39. Sealink Denies the allegations in paragraph 40 of the Verified Complaint.

40. Paragraph 41 of the Verified Complaint contains no factual allegations regarding Sealink and thus requires no response.

41. Sealink Denies the allegations in paragraph 42 of the Verified Complaint.

42. Sealink Denies the allegations in paragraph 43 of the Verified Complaint.

43. Sealink Denies the allegations in paragraph 44 of the Verified Complaint.

44. Sealink Denies the allegations in paragraph 45 of the Verified Complaint.

45. Sealink Denies the allegations in paragraph 46 of the Verified Complaint.

46. Sealink Denies the allegations in paragraph 47 of the Verified Complaint.

VII. ALTERNATIVE DISPUTE RESOLUTION[1]

47. In response to paragraph 48 of the Verified Complaint Sealink Admits pre-Complaint efforts to resolve this dispute.

VIII. REQUEST FOR ORAL HEARING[2]

48. Paragraph 49 of the Verified Complaint contains no factual allegations regarding Sealink and thus requires no response.

IX. SEALINK'S AFFIRMATIVE DEFENSES

49. Triple L violated the Shipping Act when it knowingly and willfully, through fraud and/or concealment, obtained ocean transportation services without paying the applicable rates in violation of 46 U.S.C. § 41102(a). Accordingly, Triple L's is barred from recovery by the doctrine of unclean hands.

[1] Incorrectly labeled "VI" in the Verified Complaint.
[2] Incorrectly labeled "XI" in the Verified Complaint.

50. Triple L failed to mitigate its damages and is thus barred from recovering the requested reparations.

51. Triple L cannot demonstrate, as a condition to recovery, that the alleged single act of Sealink was an unreasonable regulation or a practice that was the normal, customary, often repeated, systematic, uniform, habitual, and continuous manner in which the regulated common carrier was conducting business. Furthermore, Sealink acted justly and reasonably at all times in response to Triple L's fraudulent mis-declaration of the cargo it shipped using Sealink's services.

52. The purported communications between Sealink and Triple L's consignee were made to third parties who Sealink believed would be involved in releasing the containers and were not related to the nature, kind, quantity, destination, consignee, or routing of Triple L's property.

53. Triple L is guilty of culpable conduct in the events giving rise to the claims now asserted in the Complaint, as Triple L intentionally made a false declaration when it booked its shipment, falsely asserting that the shipment did not contain hazardous goods. Triple L's intentional misrepresentation was subsequently uncovered when the carrier discovered the hazardous nature of the shipment. Any recovery to which Triple L might otherwise be entitled must be diminished in proportion to its deliberate misrepresentation concerning the nature of its cargo.

54. Triple L's alleged damages, if any, are limited to $500.00 pursuant to Sealink's Terms and Conditions of Service, to which Triple L agreed prior to the transaction(s) at issue.

55. The alleged Shipping Act violations by Sealink were not the proximate cause of Triple L's alleged loss, and Triple L suffered no damages or actual injury as a result of the alleged acts or omissions of Sealink, nor did it pay all freight charges incurred by it, including the tariffs and inspection fees charged by the carrier—the charges subject to Sealink's demand, charged to Sealink, and which are the direct consequence of Triple L's false declaration.

56. The FMC lacks subject matter jurisdiction over Triple L's claim that Sealink violated 46 U.S.C. § 41102(c) because Triple L's allegations do not relate to the "receiving, handling, storing, or delivering" of property or "have an underlying purpose to terminal operation" as required to invoke the FMC's jurisdiction.

57. The FMC lacks subject matter jurisdiction over Triple L's claim that Sealink violated 46 U.S.C. § 41102(c) because Triple L does not complain of conduct that is "normal" or a "practice" as required to invoke the FMC's jurisdiction.

58. Sealink did not disclose information related to the "nature, kind, quantity, destination, consignee, or routing" of Triple L's shipment.

X. SEALINK'S COUNTERCLAIM AGAINST TRIPLE L: SHIPPING ACT VIOLATIONS

59. Sealink brings this claim pursuant to 46 U.S.C. § 41102(a) and 46 C.F.R. § 545.2.

60. Sealink realleges and reincorporates all admissions, denials, and defenses as if set forth herein.

61. Triple L is a California Corporation with its principal place of business at 1997 Davis Street, San Leandro, California 94577.

62. Sealink offers services in sea transportation, including importing and exporting ocean freight to customers worldwide. On or about February 5, 2025, Triple L booked its shipment with Sealink, identified by Bill of Lading NAM9409473 (the "Shipment"), to transport goods from various locations to Port Klang in Singapore. *See* **Exhibit 1**.

63. Triple L's description of the goods designated the Shipment as "Aluminum Alloys" and did not designate them as dangerous.

64. CMA CGM ("CMA") was contracted to be the carrier of the Shipment. Upon CMA's inspection of the Shipment, it discovered the actual contents of the Shipment contained

batteries which had been exposed to water, therefore making them hazardous. CMA impounded the Shipment and charged Sealink for "Incorrect Declaration of Cargo" under Tariff Code CMDU028 Rule No. 002-81.

65. Triple L knew its Shipment contained batteries, but Triple L knowingly and willfully described the Shipment's contents as "Aluminum Alloys."

66. Triple L fraudulently and deceptively concealed the true nature of the Shipment by describing the contents as non-dangerous goods in violation of the maritime standards applicable to the Shipment. Triple L's false statement and deceptive tactics were a calculated effort to avoid paying the applicable ocean shipping rates.

67. Despite Sealink's demands for repayment, Triple L has not paid for the ocean transportation it received and has thus obtained transportation of its Shipment for less than the properly applicable rates.

PRAYER

WHEREFORE, Sealink requests that the Presiding Officer and the Commission dismiss Triple L's complaint with prejudice, award attorney's fees and costs to Sealink, and enter any further relief as may be appropriate.

Respectfully submitted,

SHIELDS LEGAL GROUP, P.C.
A Professional Corporation

By: _____
Daena Goldsmith Ramsey
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dramsey@shieldslegal.com
Victor D. John
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vjohn@shieldslegal.com

16400 Dallas Parkway, Suite 300
Dallas, Texas 75248
Tel: 972-788-2040
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ATTORNEYS FOR RESPONDENT, SEALINK INTERNATIONAL

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Verified Answer, Affirmative Defenses and Counterclaim was filed via email with the secretary@fmc.gov; an original and five (5) copies were delivered via Federal Express #7712 9010 5445 to Secretary, Federal Maritime Commission, 800 N. Capitol Street, N.W., Washington, DC 20573-0001; and also served upon counsel for Triple L Global, LLC, Henry P. Gonzalez, LL.M., Gonzalez del Valle Law, 1250 Connecticut Ave., N.W., Suite 700, Washington, D.C. 20036 via email gonzalez@gdvlegal.com this 8th day of January, 2025.

_____
Daena Goldsmith Ramsey

VERIFICATION

I, Shaizad Shroff, CEO of Sealink International, Respondent in the above-referenced Complaint, hereby declare and attest under penalty of perjury that I have read the foregoing Answer to Verified Complaint and Counterclaim. Based on my knowledge, information, and belief, the facts stated therein are true and correct.

Shaizad Shroff, CEO
Sealink International

Jan 7, 2025
Date

BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

WAYBILL

SHIPPER/EXPORTER (2)
SEALINK INTERNATIONAL INC C/O
TRIPLE L GLOBAL LLC
1997 DAVIS ST
EMAIL: ROBINLUO@TRIPLELGLOBAL.COM
PHONE:8587761732

DOCUMENT NO (5)
NAM9409473 **NAM9409473**

EXPORT REFERENCES (6)

EXHIBIT 1

CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)
ALLIANCE MATRIX SDN BHD (C/O JONAH)
92, JALAN BATU NILAM 4,
BANDR BUKIT TINGGI, 41200 KLANG
SELANGOR MALAYSIA
CONTACT: MS SHI
EMAIL: ALLIANCE.MATRIXSB@GMAIL.COM*

FORWARDING AGENT - REFERENCES (7)
SEALINK INTERNATIONAL INC
950 WEST BETHANY DR, SUITE 520, ALL EN, TX 75013
TEL: 562-437-8877 FAX: 866-890-88 69
CHB:
FMC:

NOTIFY (4)
ALLIANCE MATRIX SDN BHD
92, JALAN BATU NILAM 4,
BANDR BUKIT TINGGI, 41200 KLANG
SELANGOR MALAYSIA
EMAIL: ALLIANCE.MATRIXSB@GMAIL.COM
CS@EXCELLERONINTEGRATED.COM

POINT AND COUNTRY OF ORIGIN (8)

DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)
X20240222957343
*CS@EXCELLERONINTEGRATED.COM
HP: 014-912 6260

PIER/TERMINAL (10)
FENIX MARINE TERMINAL

COMBINED TRANSPORT* PRECARRIAGE FROM (10A)
-

VESSEL (11)
CMA CGM J. MADISON
1TU55W1MA

PORT OF LOADING (12)
LOS ANGELES, CA

PORT OF DISCHARGE FROM VESSEL (13)
PORT KLANG- WEST

FOR TRANSHIPMENT TO (14)

COMBINED TRANSPORT - ONWARD CARRIAGE (15)*
-

CARRIER'S RECEIPT — PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPERS STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
		5x40HC CONTAINERS:		
CMAU3468725	**14**	**PACKAGES**	**19956.000KGS**	**72.000CBM**
SN# 1402188		**AES ITN : X20240222957343**		
		ALUMINIUM ALLOYS		
		HS CODE : 7601.20		
		TOTAL NET WEIGHT : 100184 KGS		
		FREIGHT PREPAID		
		14 DAYS FREE TIME MERGED AT DESTINATION		
CMAU8455778	**18**	**PACKAGES**	**20027.000KGS**	**72.000CBM**
SN# 006031				
TCNU3317313	**16**	**PACKAGES**	**21963.000KGS**	**72.000CBM**
SN# 2860399				
CMAU3552517	**14**	**PACKAGES**	**20811.000KGS**	**72.000CBM**
SN# 1402184				
FFAU4917182	**14**	**PACKAGES**	**18833.000KGS**	**72.000CBM**
SN# 006032		**SHIPPER'S LOAD, STOWAGE AND COUNT**		
		TOTAL	**101590.000KGS**	**360.000CBM**
	76			

SHIPPERS DECLARED VALUE
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L

If above commodities, technology, and/or software were exported from the U.S., the Merchant must comply with all applicable U.S. laws and regulations. Diversions contrary to U.S. law are prohibited.

*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Waybill shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office.

IN WITNESS WHEREOF ZERO

Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR

29-FEB-24

BL/No. CMDU
NAM9409473

Signed for the Carrier CMA CGM SA by
CMA CGM (AMERICA) LLC as agent for the Carrier

By _____

(Continued on reverse side)

CMA CGM

BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

WAYBILL

SHIPPER/EXPORTER (2)
SEALINK INTERNATIONAL INC C/O
TRIPLE L GLOBAL LLC
1997 DAVIS ST
EMAIL: ROBINLUO@TRIPLELGLOBAL.COM
PHONE:8587761732

DOCUMENT NO (5)
NAM9409473 **NAM9409473**

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LOS ANGELES, CA

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CARRIER'S RECEIPT — PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPERS STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
		Shipped on Board CMA CGM J. MADISON 29-FEB-2024 **CMA CGM (America) LLC As agents for the Carrier** D.A. SH FREIGHT PREPAID .		

4. Cargo at port is at merchant risk, expenses and responsibility
5. FCL
77. THC at destination payable by Merchant as per line/port tariff
194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.
202. Demurrage and detention shall be calculated and paid as per general tariff available on the web site www.cma-cgm.com, or in any of CMA CGM agency. However if special free time conditions are granted, then rates applicable as per general tariff grid shall start from the day following the last free day.
216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting thereof and be subject to freight surcharge.
225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading on the deck of any vessel and in taking remittance of this bill of lading the Merchant (including the shipper, the consignee and the holder of the bill of lading, as the case may be) confirms his express acceptance of all the terms and conditions of this bill of lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the goods on the deck of any vessel.
274. The Merchant is responsible for returning any empty container, with interior clean, free of any dangerous goods placards, labels or markings, at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidated damages equivalent to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention

SHIPPERS DECLARED VALUE
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L

If above commodities, technology, and/or software were exported from the U.S., the Merchant must comply with all applicable U.S. laws and regulations. Diversions contrary to U.S. law are prohibited.

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IN WITNESS WHEREOF ZERO

Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.

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		29-FEB-24	**NAM9409473**

Signed for the Carrier CMA CGM SA by
CMA CGM (AMERICA) LLC as agent for the Carrier

D.A. SH

By _____

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and demurrage and/or container indemnity as referred above.
308. The Carrier is committed to comply with all applicable International and National Economic Sanctions such as, but not limited to, United Nations, European Union and U.S. legislations ("Sanctions") and their corresponding banned entities lists such as, but not limited to, the Special Designated National and Blocked Persons List (OFAC) the European Union List of Persons and Entities Subject to Financial Sanctions. By accepting this Bill of lading the Merchant agrees that irrespective of the final destination of the cargo, this shipment fully complies with the Sanctions and that any breach of the above terms shall prompt the immediate interruption of the carriage and Clause 10 Matters Affecting Performance shall apply.
366. The Merchant warrants that the particulars relating to the Goods have been checked and that such particulars are adequate and correct. In case of failure of the Merchant to comply with such warranty, the Carrier shall be entitled to charge the Merchant at any time an amount of USD 2,000 per Container or Goods (for non-containerized cargo) as processing and administrative fees. This fee shall also be applicable in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier, or the weight declared to the Carrier (for non-containerized cargo), and the weight declared by the Shipper in his shipping instruction or otherwise weighted during the Carriage.
372. Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or related to the performance of the Carriage of the Goods with third parties, including but not limited to digital supply chain platforms.
374.Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods and the Container(s) listed in this Bill of Lading shall be destined and on-carried to Russian Federation territory or Republic of Belarus after unloading at port of discharge.
375.Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods listed in this Bill of Lading shall be stuffed and on-carried from the Russian Federation territory or Republic of Belarus before loading at port of loading.
379. Merchant is reminded that pursuant to the Terms and Conditions of this Bill of Lading Carrier may, in its discretion and at any time, proceed by any route. If the voyage is, or is likely to be affected by any risk, the Carrier may, without prior notice to the Merchant and at in its sole discretion, carry the Goods by an alternative route to that initially foreseen. The Carrier shall be entitled to charge additional Freight, as the Carrier may determine.

SHIPPERS DECLARED VALUE
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L

If above commodities, technology, and/or software were exported from the U.S., the Merchant must comply with all applicable U.S. laws and regulations. Diversions contrary to U.S. law are prohibited.

*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Waybill shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office.

IN WITNESS WHEREOF ZERO

Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR

29-FEB-24

BL/No. CMDU

NAM9409473

Signed for the Carrier CMA CGM SA by
CMA CGM (AMERICA) LLC as agent for the Carrier

By _____

(Continued on reverse side)