112	LAX	6994 473	3		112-69944733											
Shipper's Name			Shipper's Accour	nt Number		Not Neg	gotiable	C	CHINA CARGO AIRLINES							
GOLDEN ARCUS INT 5343 W. IMPERIAL HI LOS ANGELES. CA 9 DOCK #52-59	IGHWAY, SUITE 700,					Air V	<b>Vayb</b> i	i <b>ll</b> 5	5343 W. IMPERIAL HIGHWAY, SUITE#100							
ATTN:JASON TEL: 626-542-3893 UNITED STATES						Issued	by			CA 90045, UNITED S						
EIN# 462750048						Copies 1	.2 and 3	of this Air Wa	aybill are original	s and have the some val	idity.					
Consignee's Na	ame and Address	C	Consignee's Acco	unt Number		It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE										
NO.302 CHINA EA	STERN AIRLINES LOGI RD. PUDONG INT'L AIF 0	CS (SHA) LTD (MIL) C STICS CENTER, RPORT	/O: SOONEST EXPRES	SS (CHINA) CO., I	LTD	REVERS ROAD O GIVEN H BE CARI APPROF CARRIEI	E HERÉ R ANY O EREON RIED VIA PRIATE. 1 R'S LIMIT	OF. ALL ĞOO THER CARF BY THE SHI INTERMED THE SHIPPE ITATION OF	ODS MAY BE CARIER UNLESS SEPPER, AND SHIPPING R'S ATTENTION FLIABILITY. Shipping	ARRIED BY ANY OTHE PECIFIC CONTRARY IN PPER AGREES THAT TO PLACES WHICH THE IS DRAWN TO THE N Opper may increase such to a supplemental charge	R MEANS INCLUDING NSTRUCTIONS ARE I'HE SHIPMENT MAY CARRIER DEEMS OTICE CONCERNING limitation of liability by					
•	's Agent Name an CUS INT'L CO	d City			Accounting Information											
Agent's IATA C 0110055/0010		Accoun	t No.													
	rture(addr. of First NGELES INT'L	Carrier) and Req	uested Routing			File No. AE230	) <b>4280</b>		Optional Shipping Information							
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	Airport of Destinat SHANGHAI PUDC		Requested CK222 / 05-01-2023	d Flight/Date			unt of ance KX	request in	accordance wi	offers insurance, and so th the conditions there box marked 'Amount	of, indicate amount					
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These co	mmodities, technolo Iministration Regula	ogy or software were tions. Ultimate Dest	e exported from the ination <b>CHINA</b>	United States	s in acc	cordance v	vith the		ersion contrary to libited.	U.S. law	SCI X					
No. of Pieces RCP	GROSS kg WEIGHT Ib		Chargeable Weight	Rate	e / Cha	arge		Total	Nature a	and Quantity of Goods Volume)	(incl. Dimensions of					
17 PALLET(S)	6,423.00 KGS		6,423.00 KG	4.00 / K	(G		25,692.	00		IDATED SHIPMENT A	TED SHIPMENT AS PER ATTACHED NIFEST					
									ITN# NO	EEI 30.37(A)						
17 PALLET(S)	6,423.00 KGS	8					25,692	.00								
Prepaid	/ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	eight /	Collect	Other Char	raes				"FREIGH	T PREPAID"	COLLECT					
Frepaid	25,692.00		Collect	FUEL SUR	Other Charges PREPAID COLLECT FUEL SURCHARGE — DUE ISSUING CARRIER 4,817.25 SECURITY (SURCHARGE/PREMIUMS) 642.30											
	7	「ax														
		arges Due Agent arges Due Carrier		part is properly  GOLDEN A	Shipper certifies that particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.  GOLDEN ARCUS INT'L CO AS AGENT OF GOLDEN ARCUS INTERNATIONAL CO											
								Signatu	re of Shipper or	Agent						
Total	Prepaid 31,151.55	Total	Collect	GOLDEN A				≣S								
Currency Co	onversion Rates	CC Charges in	Dest, Currency	04-2	28-202	23		LAX		SI ZHANG						
			- D#: " /	Execute		,		at (place)		Signature of Issuing Ca	arrier or Agent					
	's Use Only at	Destination	Total Co	ollect	Charges			112-69944733								

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.

## CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:

CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage. SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund. WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be. MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

### 2

- **2.1** Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.
- **2.2** To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:
- 2.2.1 applicable laws and government regulations;
- 2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:
- 2.2.2.1 limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
- **2.2.2.2** claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
- 2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;
- 2.2.2.4 rules about Carrier's right to refuse to carry;
- **2.2.2.5** rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.
- 3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.
- **4.** For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 22 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.

# 5

**5.1** Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements. 5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

# 6

**6.1** For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

**6.2** In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

- **7.1** In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.
- **7.2** Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
- **7.2.1** in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
- **7.2.2** in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.
- **8.** Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.
- 9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
- 10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
- **10.1** In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
- **10.1.1** in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
- 10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery; 10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.
- **10.2** Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place. **10.3** Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.
- **10.4** Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- 11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.
- **12.** No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

112	LAX	6994	4733									112-6994473	33					
Shipper's Name	and Address		Shippe	er's Account I	Number		Not Ne	gotiable		СН	INA CARGO AIRLINES							
GOLDEN ARCUS INT 5343 W. IMPERIAL H LOS ANGELES. CA 9	GHWAY, SUITE 700,						Air V	Vayb	ill	5343 W. IMPERIAL HIGHWAY, SUITE#100								
DOCK #52-59 ATTN:JASON TEL: 626-542-3893							Issued	by		LOS ANGELES, CA 90045, UNITED STATES								
UNITED STATES EIN# 462750048						-			of this A	this Air Waybill are originals and have the some validity.								
Consignee's Na	me and Address		Consigr	nee's Accoun	t Number		It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE											
NO.302 CHINA EA NO. 180 AIRPORT ATTN: DORIS TEL: 021-6522505 CHINA USCI 9131010978	511144B	SISTICS CENTER IRPORT	MIL) C/O: SOOI	NEST EXPRESS (	CHINA) CO., LTI		ROAD O GIVEN H BE CARI APPROF CARRIE declaring	R ANY C IEREON RIED VIA PRIATE. T R'S LIMIT I a higher	THER ( BY THE INTERI THE SH TITATIO value fo	ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING R CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE 'THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY ERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING FLON OF LIABILITY. Shipper may increase such limitation of liability by the for carriage and paying a supplemental charge if required.								
GOLDEN AR	's Agent Name ai	,	and No			Accounting Information												
Agent's IATA C 0110055/0010		A	ccount No.															
	rture(addr. of Firs NGELES INT'L	t Carrier) and	d Requested	Routing			File No. AE23	04280			Optional SI	nipping Information						
To By Fi		Routing and Destination	to	by	to by	y	Currenc	CHGS	WI/VAI		Other	Declared value for Carriage	Declared value for Customs					
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	mmodities, technol				nited States in	n acc	ordance	with the		Divers	ion contrary t	o U.S. law	SCI X					
No. of Pieces		Rate (		Chargeable Weight	Rate /	Cha	rge		Total	Total Nature and Quantity of Goods (incl. Dimensions of Volume)								
17	6,423.00 KG	Item		423.00 KGS	4.00 / KG	}	25,692.00			CONSOLIDATED SHIPMENT AS PER ATTACHED								
PALLET(S)								25,692.00			CARGO MANIFEST ITN# NO EEI 30.37(A)							
17 PALLET(S)	6,423.00 KG	S						25,692	.00		"FREIGHT PREPAID"							
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	Total Other Cl	narges Due A	Agent	_/ p		scribe	ed by name	and is in pro				ny part of the consignment con ording to the applicable Dange						
	Total Other Ch		AS AGENT (				SINTE	RNATI	ONAL CO									
	5,459.5		Signature of Shipper or Agent															
Total	Prepaid 31,151.55		Total Collect		SOLDEN AR AS AGENT F				, CHIN	A CAF	RGO AIRLIN	ES						
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For Carrier	's Use Only at	Char	ges at Destir	nation	Total Colle				at (plac	ce)		Signature of Issuing C	carrier or Agent					
	tination	Onal	0 20-2000		<u> </u>				112-69944733									

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## CONDITIONS OF CONTRACT

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### 2

- **2.1** Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.
- **2.2** To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:
- 2.2.1 applicable laws and government regulations;
- 2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:
- 2.2.2.1 limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
- **2.2.2.2** claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
- 2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;
- 2.2.2.4 rules about Carrier's right to refuse to carry;
- **2.2.2.5** rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.
- 3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.
- **4.** For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 22 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.

# 5

**5.1** Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements. 5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

# 6

**6.1** For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

**6.2** In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

- **7.1** In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.
- **7.2** Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
- **7.2.1** in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
- **7.2.2** in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.
- **8.** Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.
- 9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
- 10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
- **10.1** In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
- **10.1.1** in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
- 10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery; 10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.
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- **10.4** Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- 11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.
- **12.** No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

112		LAX	6994	4733	3							112-69944733						
Shipper's Na				5	Shippei	's Account	Numb	oer	gotiable	С	CHINA CARGO AIRLINES							
GOLDEN ARCUS INTERNATIONAL CO 5343 W. IMPERIAL HIGHWAY, SUITE 700, LOS ANGELES. CA 90045, DOCK #82-59									Air V	Vaybi	ill <sub>53</sub>	5343 W. IMPERIAL HIGHWAY, SUITE#100						
ATTN:JASON TEL: 626-542-389 UNITED STATES									Issued	by				CA 90045, UNITED S				
EIN# 462750048									Copies 1	.2 and 3	of this Air Wa	ybill are	originals	and have the some val	idity.			
Consignee's	Name	e and Address		Co	onsigne	e's Accoun	t Nun	nber						accepted in apparent go				
NO.302 CHINA	EASTE ORT RD	NATIONAL LOGISTI ERN AIRLINES LOG . PUDONG INT'L AII	ISTICS CENTE		D: SOONI	EST EXPRESS	(CHINA	) CO., LTD	REVERS ROAD O GIVEN H BE CARI APPROF CARRIEI	SE HERÉ R ANY O IEREON RIED VIA PRIATE. 1 R'S LIMIT	OF. ALL ĞOC THER CARR BY THE SHIF INTERMEDI. THE SHIPPEF TITATION OF	DDS MA IER UN PPER, A ATE ST R'S ATT LIABIL	AY BE CA ILESS SI AND SHII OPPING ENTION ITY. Ship	RRIED BY ANY OTHE PECIFIC CONTRARY IN PPER AGREES THAT I PLACES WHICH THE IS DRAWN TO THE N pper may increase such a supplemental charge	R MEANS INCLUDING ISTRUCTIONS ARE THE SHIPMENT MAY CARRIER DEEMS OTICE CONCERNING limitation of liability by			
GOLDEN A	ARCL	Agent Name an	d City	4	No				Account	ing Infor	mation							
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Airport of De	partu	re(addr. of Firs SELES INT'L	t Carrier) a	nd Requ	ested F	Routing			File No.	04280		Optio	onal Shi	pping Information				
	/ First		outing and Destination		to	by	to	by	Currenc	CHGS Code	WT/VAL	C	Other	Declared value for Carriage	Declared value for Customs			
	Carrier Destination  CHINA CARGO AIRLINES		_/					USD	PP	PPD COLI	L PPD	COLL	NVD	NCV				
(PVG		port of Destination		Requested I 05-01-2023	-light/	Date /	Insu	unt of rance KX	INSURANCe request in a	NCE - If carrier offers insurance, and such insurance is in accordance with the conditions thereof, indicate amount sured in figures in box marked 'Amount of Insurance'.								
Handling Info		ion Y CONSIGNE	E IMMEDIA	TEI V II	IPON A	APRIVAI												
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17 PALLET(S)		6,423.00 KGS		m No.	6,4	23.00 KGS	4.0	00 / KG		25,692.	00		CONSOLIDATED SHIPMENT AS PER ATTACHED CARGO MANIFEST					
FALLET(3)													ITN# NO EEI 30.37(A)					
17 PALLET(S)		6,423.00 KG	3							25,692	.00	_	"FREIGHT PREPAID"					
Prepa	aid /	/ w	eight		Colle	ct /	Other	Charges				<u> </u>	KLIGIT	PREPAID	COLLECT			
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Currency	y Conv	ersion Rates		Charges in I	Dest, Cu			04-28-20	-		LAX			SI ZHANG				
					D - ''			ecuted on			at (place)			Signature of Issuing Ca	arrier or Agent			
For Carrier's Use Only at Destination  Destination							To	tal Collect	Charges			112-69944733						

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## CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:

CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage. SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund. WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be. MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

### 2

- **2.1** Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.
- **2.2** To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:
- 2.2.1 applicable laws and government regulations;
- 2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:
- 2.2.2.1 limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
- **2.2.2.2** claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
- 2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;
- 2.2.2.4 rules about Carrier's right to refuse to carry;
- **2.2.2.5** rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.
- 3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.
- **4.** For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 22 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.

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**5.1** Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements. 5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

# 6

**6.1** For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

**6.2** In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

- **7.1** In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.
- **7.2** Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
- **7.2.1** in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
- **7.2.2** in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.
- **8.** Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.
- 9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
- 10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
- **10.1** In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
- **10.1.1** in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
- 10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery; 10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.
- **10.2** Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place. **10.3** Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.
- **10.4** Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- 11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.
- **12.** No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

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ATTN:JASON TEL: 626-542-3893 UNITED STATES					Issued	hv					CA 90045, I	,								
EIN# 462750048							Copies 1.2 and 3 of this Air Waybill are originals and have the some validity.										idity.			
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MAXFREIGHT IN NO.302 CHINA E/ NO. 180 AIRPORT ATTN: DORIS TEL: 021-6522505 CHINA USCI 9131010978	ASTERN T RD. PL 50	AIRLINES LOGIS JDONG INT'L AIR	STICS CENTE	(MIL) C/O: :R,	SOONES	ST EXPRESS	S (CH	INA) CO	O., LTD	REVERS ROAD O GIVEN I BE CAR APPRO CARRIE	SE HERÉ DR ANY C HEREON RIED VIA PRIATE. R'S LIMI	OF. AL THER BY TH INTEF THE SH	L GOOD CARRIE E SHIPF RMEDIA' HIPPER' ON OF L	OS MAY ER UNLI PER, AN TE STO S ATTE IABILIT	BE CAESS SI ESS SI ID SHII PPING NTION Y. Ship	RRIED BY A PECIFIC COM PPER AGREE PLACES WH IS DRAWN	NY OTHER NTRARY IN ES THAT T HICH THE TO THE NO ease such I	R MEANS INCLUDING ISTRUCTIONS ARE THE SHIPMENT MAY CARRIER DEEMS OTICE CONCERNING limitation of liability by		
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If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.

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- 11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.
- **12.** No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

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