

Dkt 06-05

*Before the Federal Maritime Commission*

**Complaint**

Verucci Motorcycles, LLC v. Senator International



I. The complainant is a Limited Liability Company whose principal officers are the President and Vice President, Messrs. Pierre Hachar Sr. and Pierre Hachar, Jr. Verucci Motorcycles, LLC is in the business of manufacturing and wholesale distribution of motorcycles and scooters and maintains its principal place of business at 7836 NW 46 Street, Miami, Florida, 33166; Tlf 305-594-8511 and Fax 305-594-8512. .

II. The respondent is Senator International Ocean, LLC an international freight forwarder, customs broker and NVOCC (license 016640N) with its principal place of business at 11250 NW 25 Street, Miami, Florida 33172-1820. The principal officers of this entity are: Uwe Kirschbaum, Managing Member and Christian Ollino, Esq., Managing Member.

III. Allegation of jurisdiction. The present complaint involves cargo moving between China and Florida. Complainant states that the jurisdiction for any claim is the State of Florida. This venue is also cited as applicable in the invoices from the Respondent.

IV. That the complaint set forth herein relates to the following:

- A. failure by the respondent to carry out transportation obligations, resulting in cargo delays and significant financial losses to Complainant;
- B. unfair or unjust commercial practices by Respondent, resulting in the possibility of the Complainant not being able to continue to do business, meet obligations to vendors and clients;

- C. unreasonable and intransigent refusal to deal or negotiate by Respondent, obligating Complainant to submit to excessive payment demands in order to obtain its cargo and rendering the Complainant unable to mitigate its losses caused by negligent handling on the part of Respondent;
- D. unfulfilled agreements by Respondent which induced Complainant to award Respondent a significant portion of its ocean cargo, formed the basis for production, purchasing, financing and payment commitments with its principal supplier which Complainant was subsequently unable to meet as a direct and proximate cause of actions and omissions by Respondent;
- E. misdeclarations of cargo by Respondent, which directly resulted in detention and subsequent seizure by US Customs of twenty percent (10 containers) of the USA cargo awarded to Respondent, due to negligent preparation of DOT paperwork
- F. misrepresentation and false information provided by Respondent to Complainant on the House Bills of Lading issued by Respondent, which indicated "Foreign Port Of Unloading" to be "Miami" – the original, expressed, requested and repeated routing Complainant desired and was led to believe was the route used -- when in fact the port of unloading was Port Everglades (Florida), in direct violation of Complainants instructions (Note: instructions specifically known by Respondent for many months prior to handling Complainant's cargo)

G. failure to perform by Respondent regarding the customs clearance of cargo arriving at Puerto Rico, since Respondent was grossly negligent in (a) pre alerting the arrival of the cargo (three date changes); (b) alerting Complainant one full week after cargo had arrived, that Respondent could not perform customs clearance of our cargo, resulting in unexpected delays and costs to Complainant, who was obligated to seek competent customs clearance services with another broker

In all cases indicated above, Complainant questions the legality of actions and omissions by Respondent and seeks clarification, relief and indemnity for the damages and expenses caused.

V. That by reason of the facts stated in the foregoing paragraphs, complainant has been (and is being) subject to injury as a direct result of the violations by respondent of sections 10: Prohibited Acts of the Shipping Act of 1984, to wit:

- Misdeclarations of cargo
- Unfilled agreements
- Failure to carry out transportation obligations, resulting in cargo delays and financial losses for shippers
- Unfair or unjust discriminatory practices
- Unreasonable refusal to deal or negotiate

The misdeclarations of cargo has resulted in costly detention and seizure of ten containers of our cargo. As of this writing (20Feb2006), this cargo remains in the hands of Customs.

Senator International is demanding full payment before any cargo is released once the Customs authorities finish their process.

The unfilled agreements have seriously impacted our company. Senator International offered terms and conditions that we already enjoy with other forwarders : \$ 250,000 line of credit and 30 days to pay after receiving our cargo. They agreed to these conditions and shortly after Verucci strongly objected to the mis-routing of our cargo to Port Everglades instead of Port of Miami, Senator arbitrarily and unilaterally notified us that we no longer had credit, our account was on a COD basis and we would have to pay all amounts in full, in advance of receiving the cargo and only via cashier's check.

These intransigent conditions have hindered and delayed all efforts to facilitate payment and resulted in additional demurrage charges. This reversal of terms and conditions of course has also seriously impacted our ability to make payment on a timely basis to other vendors and to our principal supplier, since a planned and programmed approach on all financial requirements and commitments had been based on the terms and conditions originally offered and agreed to by Senator International.

Failure to carry out transportation obligations, resulting in cargo delays and financial losses for the shipper and ourselves is primarily evident in the routing of our cargo thru Port Everglades. This port in the past has been a key source of delays, excessive examinations and expensive handling for not only our company but other importers of scooters.

For this reason, as long ago as more than a year, we had always advised Senator International that we never, ever, under any circumstances would agree to sending our cargo thru Port Everglades. Senator International always represented agreement,

concurrence and full understanding of our request. Notwithstanding our direct and express instructions, Senator International routed our cargo to Port Everglades.

Once we became aware, we immediately requested a meeting with Senator management. Even though we had accepted delivery of an initial lot of four containers that Senator had managed to process thru Port Everglades, we directly informed Senator management that we would not accept responsibility for any expenses arising out of delays in clearing cargo in Port Everglades. Sure enough, we were notified that ten containers had been detained and another nineteen were not yet cleared. Demurrage charges were accumulating and we again informed Senator that they were responsible, that they knew all along that we did not want our cargo routed thru Port Everglades and that they had assured us that they would “take care of it”.

Obviously this failure on the part of Senator International to carry out their transportation obligations to us has caused us much unnecessary and significant expense.

Unfair or discriminatory practices on the part of Senator International is immediately evident when they arbitrarily decided to handle our cargo on a COD basis. This “eleventh hour” change was totally unfair, as the bulk of the cargo was already on the water. We were rendered totally defenseless, with no alternative but to cave in to their unfair requests for full payment via cashier’s check. They callously disregarded any and all requests from us to reconsider their position. This also has caused us irreparable harm before our bank, our vendors, our suppliers and our customers.

Unreasonable refusal to deal or negotiate is best evidenced precisely by their intransigence; by their arrogant attitude and unshakeable position of being ‘totally in charge of, in control and in possession of’ our cargo. At no time was there any good faith

effort on behalf of Senator International to dialogue with us; to negotiate, to compromise, to examine possible solutions, to cooperate mutually ... absolutely not. It was their way, their way alone, or the cargo would rot and accumulate enormous amounts in demurrage, storage, security fees, drayage, etc., etc.

They were furthermore totally unreasonable and refused to allow the Business Development Manager, Mario Chapman, the person responsible for handling our account, the person with whom we had the most open communication and the person who assured us at every turn that, "Senator will take care of it" .... They refused to allow him to visit us, except and exclusively to come to pick up a check – a certified check. Our company check was no good for them.

We were embarrassed, felt humiliated as a company and given to feel as totally unreliable or otherwise a 'doubtful' type of customer who might not pay .... This was totally contrary to the truth, especially when there is ample communication where we initially requested that Senator speed up the processing of our billing because we wanted to pay on time and even stay ahead of the original terms... We feel this was totally, grossly and abusively discriminatory.

Further to the aforementioned, complainant has been (and is being) subject to injury as a direct result of the violations by respondent of Subpart D – Duties and Responsibilities of Ocean Transportation Intermediaries Sub-Section 515.31 General Duties, of The Shipping Act of 1984 and Regulations of the Federal Maritime Commission, more specifically described as follows:

(e) **False or fraudulent claims, false information.** No licensee shall prepare or file or assist in the preparation or filing of any claim, affidavit, letter of indemnity, or other

paper or document concerning an ocean transportation intermediary transaction which it has reason to believe is false or fraudulent, nor shall any such licensee knowingly impart to a principal, shipper, common carrier or other person, false information relative to any ocean transportation intermediary transaction.

It is our belief that Senator International did NOT exercise proper "due diligence" with regard to the declarations made to US Customs on forms DOT-7 and furthermore, manifested NEGLIGENCE in failing to properly classify our product and/or adequately consult before filing information that has resulted in prejudicial action against Verucci (seizure of cargo by US Customs) and significant economic cost (demurrage, storage, penalties) to Verucci

(c) Information provided to the principal. No licensed freight forwarder shall withhold any information concerning a forwarding transaction from its principal, and each licensed freight forwarder shall comply with the laws of the United States and shall exercise due diligence to assure that all information provided to its principal or provided in any export declaration, bill of lading, affidavit, or other document which the licensed freight forwarder executes in connection with a shipment is accurate.

Verucci claims Senator International "failed to perform" its duties with honesty, proper business ethics, due diligence and by actions and omissions has caused significant and severe damages to Verucci Motorcycles LLC. This failure to perform is in direct violation of its own "terms and conditions of service as expressed on the reverse side of its "Original Invoice", as pertains to Clause No. 2, "Company As Agent".

Further in connection with Senator's own "Terms and Conditions of Service", per Clause No. 9, "Disclaimers; Limit of Liability", it is Verucci's belief and claim that Senator is

fully liable for the delays, costs, penalties and other related expenses generated by the cargo sent to Port Everglades because Senator International, in this case, of its "... negligent acts, which are the direct and proximate cause of any injury to Customer .... "

VI. That complainant has been injured in the following manner: To its damage in the sum of \$ 3,841,825.00. This sum can be explained as follows:

Total retail value – 710 units in Puerto Rico	\$ 674,500.00
Total retail value – 3,080 units in USA (Port Everglades)	\$ 2,717,325.00
(Estimated) Attorney Fees	\$ 50,000.00
Extra charges incurred thru 13Feb06**	\$ 450,000.00
<b>Total</b>	<b>\$ 3,891,825.00</b>

**\*\* and increasing at the rate of \$ 64,320 monthly**

VII. Wherefore complainant prays that respondent be required to answer the charges herein; that after due hearing, an order be made commanding said respondent (and each of them): to cease and desist from the aforesaid violations of said act(s); to establish and put in force such practices as the Commission determines to be lawful and reasonable; to pay to said complainant by way of reparations for the unlawful conduct hereinabove described the sum of \$ 3,841,825.00, with interest and attorney's fees or such other sum as the Commission may determine to be proper as an award of reparation; and that such other and further order or orders be made as the Commission determines to be proper in the premises.

Dated at Miami, Florida, this 16<sup>th</sup> day of March, 2006 .

*[Signature]* [Complainant's signature]

Pierre Hachar, President

Verucci Motorcycles, LLC  
7836 NW 46 Street  
Miami, Florida 33166

Verification [See § 502 112]

State of Florida, County of Dade, ss: \_\_\_\_\_, \_\_\_\_\_ being first duly sworn on oath  
deposes and says that he (she) is

Pierre Hachar [The complainant, or, if a firm, association, or corporation, state the capacity of the affiant] and is  
the person who signed the foregoing complaint; that he (she) has read the complaint and that the facts stated therein,  
upon information received from others, affiant believes to be true.

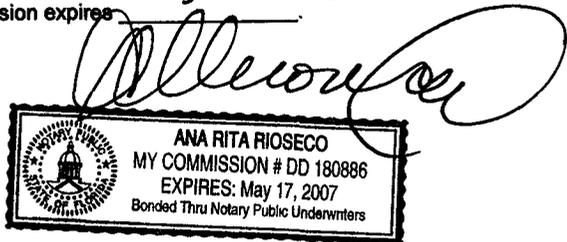
Subscribed and sworn to before me, a notary public in and for the State of Florida, County of Dade  
this 17<sup>th</sup> day March, A.D. 19 2006

[Seal]

(Notary Public)

My Commission expires

3-17-2007



Verucci Motorcycles, LLC  
Traffic Via  
Senator Int'l

HB/L	Fwdr	Orig Port	Container #	Port	Pcs	Model	Shpr	Cnee	Depart	Arrive	O/F Rate	Factory Invoice	Invoice Date	Inv Amount
1	00022	S	Shanghai	MSCU9669117	PEV	48	VC150FS-10D	WF	V MIA	26-Nov-05	29-Dec-05	FT05-UMI11026-3	26-Nov-05	\$45,120.00
2	00022	S	Shanghai	INKU2286934	PEV	48	VC150FS-10D	WF	V MIA	26-Nov-05	29-Dec-05	4260		
3	00023	S	Shanghai	MSCU8443737	PEV	48	VC50FS-10D	WF	V MIA	26-Nov-05	29-Dec-05	FT05-UMI11026-2	26-Nov-05	\$43,680.00
4	00023	S	Shanghai	MSCU9103069	PEV	48	VC50FS-10D	WF	V MIA	26-Nov-05	29-Dec-05	4260		
5	10014-A	S	Shanghai	MSCU8728787	PEV	48	VC150FS-10D	WF	V MIA	16-Nov-05	11-Dec-05	FT05-UMI11016-1	16-Nov-05	\$46,560.00
6	10014-A	S	Shanghai	MSCU8540402	PEV	48	VC150FS-10D	WF	V MIA	16-Nov-05	11-Dec-05	4260		
7	10030	S	Shanghai	MSCU9565555	PEV	48	VC50FS-10D	WF	V MIA	26-Nov-05	29-Dec-05	FT05-UMI11026-1	26-Nov-05	\$43,680.00
8	10030	S	Shanghai	MSCU9027930	PEV	48	VC50FS-10D	WF	V MIA	26-Nov-05	29-Dec-05	4260		
9	10031	S	Shanghai	MSCU9074274	PEV	48	VC50FS-E	WF	V MIA	26-Nov-05	29-Dec-05	FT05-UMI11026-4	26-Nov-05	\$41,280.00
10	10031	S	Shanghai	MSCU9243287	PEV	48	VC50FS-6V	WF	V MIA	26-Nov-05	29-Dec-05	4260		
11	10032	S	Shanghai	MSCU8912618	PEV	94	VC50FS-4M	WF	V MIA	30-Nov-05	4-Jan-06	FT05-UMI11030-3	30-Nov-05	\$44,375.00
12	10032	S	Shanghai	MSCU9023805	PEV	101	VC50FS-4M	WF	V MIA	30-Nov-05	4-Jan-06	4260		
13	10035	S	Shanghai	MSCU9985408	PEV	48	VC50FS-E	WF	V MIA	20-Nov-05	4-Jan-06	FT05-UMI11030-2	30-Nov-05	\$21,600.00
14	10010	S	Shanghai	MSCU163346	PEV	48	VC150FS-10D	WF	V MIA	11-Nov-05	11-Dec-05	FT05-UMI11011	11-Nov-05	\$46,560.00
15	10010	S	Shanghai	MSCU8736740	PEV	48	VC150FS-10D	WF	V MIA	11-Nov-05	11-Dec-05	4260		
16	10011	S	Shanghai	MSCU8670601	PEV	105	VC50TS-3M	WF	V MIA	11-Nov-05	11-Dec-05	FT05-UMI11011-1	11-Nov-05	\$43,680.00
17	10011	S	Shanghai	MSCU9635550	PEV	103	VC50TS-3M	WF	V MIA	11-Nov-05	11-Dec-05	4260		
18	10012	S	Shanghai	MSCU9361952	PEV	105	VC50TS-3M	WF	V MIA	11-Nov-05	11-Dec-05	FT05-UMI11011-2	11-Nov-05	\$22,050.00
19	10014-B	S	Shanghai	MSCU9154657	PEV	48	VC150FS-10D	WF	V MIA	16-Nov-05	11-Dec-05	FT05-UMI110162	16-Nov-05	\$23,280.00
20	10014-C	S	Shanghai	CRXU9030154	PEV	38	VC150FS-10D	WF	V MIA	16-Nov-05	11-Dec-05	FT05-UMI11016-3	16-Nov-05	\$36,860.00
21	10014-C	S	Shanghai	MSCU8517505	PEV	38	VC150FS-10D	WF	V MIA	16-Nov-05	11-Dec-05	4260		
22	10014-D	S	Shanghai	MSCU8507786	PEV	48	VC150FS-10D	WF	V MIA	16-Nov-05	11-Dec-05	4260		
23	10014-D	S	Shanghai	MSCU9532382	PEV	48	VC150FS-10D	WF	V MIA	16-Nov-05	11-Dec-05	4260		
24	20015	S	Shanghai	KNLU5091750	MIA	24	VC150FS-10D	WF	V MIA	20-Dec-05	14-Jan-06	FT05-UMI12020-1	20-Dec-05	\$33,920.00
25	20015	S	Shanghai	TTNU9138935	MIA	48	VC150FS-10D	WF	V MIA	20-Dec-05	14-Jan-06	4260		
26	20012	S	Shanghai	TCKU9291417	MIA	48	VC150FS-10D	WF	V MIA	13-Dec-05	7-Jan-06	FT05-UMI12013-1	13-Dec-05	\$43,680.00
27	20012	S	Shanghai	POCU7071630	MIA	48	VC150FS-10D	WF	V MIA	13-Dec-05	7-Jan-06	4260		
28	20023	S	Shanghai	PONU7903457	MIA	48	VC150FS-10D	WF	V MIA	13-Dec-05	7-Jan-06	FT05-UMI12013-2	13-Dec-05	\$43,680.00
29	20023	S	Shanghai	PONU7550030	MIA	48	VC150FS-10D	WF	V MIA	13-Dec-05	7-Jan-06	4260		
30	20024	S	Shanghai	PONU7536840	MIA	48	VC150FS-10D	WF	V MIA	13-Dec-05	7-Jan-06	FT05-UMI12013-3	13-Dec-05	\$43,680.00
31	20024	S	Shanghai	TTNU9140911	MIA	48	VC150FS-10D	WF	V MIA	13-Dec-05	7-Jan-06	4260		
32	10041	S	Shanghai	PONU7139591	MIA	48	VC50FS-10D	WF	V MIA	8-Dec-05	31-Dec-05	FT05-UMI12008-2	8-Dec-05	\$43,680.00
33	10041	S	Shanghai	POCU7002687	MIA	48	VC50FS-10D	WF	V MIA	8-Dec-05	31-Dec-05	4260		
34	10042	S	Shanghai	PONU7568600	MIA	48	VC50FS-10D	WF	V MIA	8-Dec-05	31-Dec-05	FT05-UMI12008-3	8-Dec-05	\$43,640.00
35	10042	S	Shanghai	KNLU5092485	PEV	95	VC50TS-3/4M	WF	V MIA	8-Dec-05	31-Dec-05	4260		
36	10039	S	Shanghai	KNLU5047758	MIA	38	VC150FS-10D	WF	V MIA	8-Dec-05	31-Dec-05	FT05-UMI12008-1	8-Dec-05	\$18,430.00
37	10002	S	Shanghai	GSTU9709097	PEV	105	VC50TS-3M	WF	V MIA	2-Nov-05	26-Nov-05	FT05-UMI11002-1	2-Nov-05	\$44,100.00

Verucci Motorcycles, LLC  
 Traffic Via  
 Senator Int'l

38	10002	S	Shanghai	MSCU9839790	PEV	105	VC50TS-3M	WF	V MIA	2-Nov-05	26-Nov-05	4260				
39	10001	S	Shanghai	MSCU9334026	PEV	105	VC50TS-3M	WF	V MIA	2-Nov-05	26-Nov-05	4260	FT05-UMI11002-2	2-Nov-05	\$44,100.00	
40	10001	S	Shanghai	MSCU9333166	PEV	105	VC50TS-3M	WF	V MIA	2-Nov-05	26-Nov-05	4260				
41	20125	S	Chongqing	TCNU9242042	MIA	61	VC250-V	YUAN	V MIA	30-Dec-05	11-Feb-06	4950	LF05-2860	26-Dec-05	\$142,460.00	
42	20125	S	Chongqing	HDMU6124000	MIA	71	VC250-V	YUAN	V MIA	30-Dec-05	11-Feb-06	4950				
43	10034	S	Shanghai	MSCU8309060	PEV	105	VC50TS-4M	WF	V MIA	30-Nov-05	4-Jan-06	4260	FT05-UMI11030-1	30-Nov-05	\$45,760.00	
44	10034	S	Shanghai	MSCU9766858	PEV	103	VC50TS-4M	WF	V MIA	30-Nov-05	4-Jan-06	4260				
45	00803	S	Shanghai	MSCU85457725	LGB	63	VC50FS-10D	WF	V MIA	28-Sep-05	14-Oct-05	2435				
46	00428	S	Shanghai	MSKU8264464	PHL	72	VC250-V	WF	V MIA	20-Nov-05	24-Dec-05	4950				
47	00062	S	Chongqing	AMFU8532430	MIA	70	VC250-V	WF	V MIA	23-Oct-05	24-Nov-05	4260	LF05-2410	14-Oct-05	\$73,500.00	
48	00880	S	Shanghai	MSCU7951564	HOU	48	VC150FS-10D	WF	V MIA	20-Oct-05	22-Nov-05	4850				
49	00818	S	Shanghai	MSCU9291460	PEV	64	VC50FS-10D	WF	V MIA	28-Sep-05	7-Nov-05	4260				
50	00818	S	Shanghai	MSCU8728386	PEV	24	VC50FS-6V	WF	V MIA	28-Sep-05	7-Nov-05	4260				
51	10004	S	Shanghai	PONU7981892	SJN	48	VC50FS-10D	WF	V P.R.	8-Nov-05	21-Dec-05	4850	FT05-UPR11008-3	8-Nov-05	\$46,560.00	
52	10004	S	Shanghai	PONU8102642	SJN	48	VC50FS-10D	WF	V P.R.	8-Nov-05	21-Dec-05	4850				
53	10005	S	Shanghai	KNLU5079210	SJN	48	VC50FS-10D	WF	V P.R.	8-Nov-05	21-Dec-05	4850	FT0-UPR11008-1	8-Nov-05	\$46,560.00	
54	10005	S	Shanghai	PONU7432655	SJN	48	VC50FS-10D	WF	V P.R.	8-Nov-05	21-Dec-05	4850				
55	10006	S	Shanghai	PONU7450751	SJN	48	VC50FS-10D	WF	V P.R.	8-Nov-05	21-Dec-05	4850	FT05-UPR11008-2	8-Nov-05	\$46,560.00	
56	10006	S	Shanghai	PONU8194593	SJN	48	VC50FS-10D	WF	V P.R.	8-Nov-05	21-Dec-05	4850				
57	10007	S	Shanghai	PONU8215084	SJN	48	VC50FS-10D	WF	V P.R.	8-Nov-05	21-Dec-05	4850	FT05-UPR11008-4	8-Nov-05	\$32,280.00	
58	10013	S	Shanghai	KNLU5136032	SJN	48	VC50FS-10D	WF	V P.R.	15-Nov-05	21-Dec-05	4850	FT05-UPR11015-2	15-Nov-05	\$46,560.00	
59	10013	S	Shanghai	PONU7515066	SJN	48	VC50FS-10D	WF	V P.R.	15-Nov-05	21-Dec-05	4850				
60	10015	S	Shanghai	PONU7175475	SJN	38	VC50FS-10D	WF	V P.R.	15-Nov-05	21-Dec-05	4850	FT05-UPR11015-1	15-Nov-05	\$18,430.00	
61	10036	S	Shanghai	FSCU8438879	SJN	48	VC50FS-10D	WF	V P.R.	29-Nov-05	6-Jan-06	4850	FT05-UPR11029-1	29-Nov-05	\$23,280.00	
62	10038	S	Shanghai	CRXU9500704	SJN	48	VC50FS-10D	WF	V P.R.	29-Nov-05	6-Jan-06	4850	FT05-UPR11029-2	29-Nov-05	\$46,560.00	
63	10038	S	Shanghai	GESU4287995	SJN	48	VC50FS-10D	WF	V P.R.	29-Nov-05	6-Jan-06	4850				
64	10040	S	Shanghai	ECMU9359200	SJN	48	VC50FS-10D	WF	V P.R.	6-Dec-05	6-Jan-06	4850	FT05-UPR12006	28-Dec-06	\$46,560.00	
65	10040	S	Shanghai	INKU2691449	SJN	48	VC50FS-10D	WF	V P.R.	6-Dec-05	6-Jan-06	4850				
												286,585				1,432,705

Bill of Lading for Combined Transport shipment or Port to Port shipment

Shipper: YICHENG LOGISTICS  
NO. 02, CHINA INDUSTRIAL AND COMMERCIAL BUILDING, NO. 53 EAST YANEN ROAD, SHANGHAI CHINA\*



BLN. NUMBER: HENY JSHAS1937790C

Consignee or Order (for U.S. Trade only; Not Negotiable unless indicated in Order):  
SCOOTER & MOTOR LAND  
4TH STREET LEXINGTON PUERTO RICO  
TEL: 809 49 787 4577001

www.poni.com

Notify Party/Address (to be kept for communication with shipper in the event of no further bills of lading):  
YICHENG LOGISTICS (PUERTO RICO) INC  
EDIFICIO ILA BLOC AVE. J.F. KENNEDY  
SUITE 707 SARGENTAL KM 2.1  
BOCA PORTUARIA SAN\*\*

Place of Receipt (to be kept for communication with consignor in the event of no further bills of lading):  
SHANGHAI  
LUIS A. AYALA COLON SUCRS., INC.  
TEL (787) 846-0000  
ARRIVAL NOTICE - AVISO DE LLEGADA

Vessel and Voy. No.: NIZAR 031

Place of Delivery (to be kept for communication with consignee in the event of no further bills of lading):  
SAN JUAN, PUERTO RICO PERIODO LIBRE COMENZA  
DESDE 12/28 NASTA 12/28

Port of Loading: SHANGHAI

Port of Discharge: SAN JUAN, \*\*

Undermentioned particulars as declared by Shipper, but not acknowledged by the Carrier (see clause 11)

Mark and No. of Container/No. of Goods	Number and kind of Packages/Description of Goods	Gross Weight (kg)	Measurement (cbm)
POU7482751	1x40' HC CONTAINER	6240	68
SEAL: 482727	48 PACKAGE (S)		
POU7182751	1x40' HC CONTAINER	6240	68
SEAL: 482727	48 PACKAGE (S)		
TOTAL:	2x40' CONTAINER (S) ONLY SHIPPER'S LOAD, STOW, & COUNT		
N/M	36 PACKAGE (S) PCL/PCL SCOOTERS VCL5075-1SD (AVISPA) 150CC *TEL: 821-63373660 FAX: 021-63373435 **SAN JUAN, P.R. 00902 +1-787 -793-5110, 793-4048, 793-4059, 793-4050, 793-4083, 793-4061 OFFICE MANAGER: MISS IRIS BOALES **PUERTO RICO	12480	136

Luis A. Ayala Colón Sucrs., Inc.  
**TRIBUTABLE**  
12/28/05

PAGE 1 OF 2

CHARGE	UNIT	AMOUNT
BUNKER ADJUSTMENT FACTOR	UNT	
SEA FREIGHT	UNT	
PANAMA CANAL TRANSIT FEE	UNT	
PCL TERM HOLE CHARGE-DEST	UNT	
PCL TERM HOLE CHARGE-ORIG	UNT	
CARRIER SECURITY FEE	UNT	
PORT CHARGE ADJUST ORIGIN	UNT	
TOTAL		

Total No. of Containers/Packages received by the Carrier: 2 PCL/PCL. Freight payable at: PORT SHANGHAI

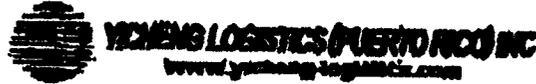
Shipped by the Shipper in compliance with all applicable laws, regulations and orders... The Shipper warrants that the goods are as described in the Bill of Lading and that the goods are in conformity with the description in the Bill of Lading.

Number of Original Bills of Lading: 3/TOTAL. Place and Date of Issue: SHANGHAI 09/11/05

COPIES TO BE MADE: 3. COPIES TO BE DESTROYED: 3. COPIES TO BE KEPT: 3. COPIES TO BE RETURNED: 3. COPIES TO BE DESTROYED BY THE CARRIER: 3.

2/13

YICHANG AIRPORT CARGO INT'L SERVICE INC.  
 SUPPLY SERVICE  
 TEL: 021-63649588  
 FAX: 021-63649590



FORWARD KIDD STORAGE & DISTRIBUTION INC.  
 CARGO KID CARGO SERVICE, INC  
 3010 INDUSTRIAL LOS ANGELES, CALIFORNIA, 90007

**BILL OF LADING**

No. YCH20511-0005A  
 FORM NO. 019991 BOC-11000104

**Exp Ref No.**

11250 NW 22ND AV SUITE 120 MIAMI, FL 33172  
 TEL: 1 305 583 9920  
 FAX: 1 305 5839319

THIS BILL OF LADING IS A RECEIPT FOR THE GOODS AND IS VALID ONLY IF SIGNED BY THE ISSUING OFFICE OR ITS AGENT. IT IS NOT VALID IF SIGNED BY ANY OTHER PARTY. THE ISSUING OFFICE IS NOT RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO THE GOODS IF THE GOODS ARE NOT DELIVERED TO THE PLACE OF DESTINATION WITHIN THE TIME SPECIFIED IN THIS BILL OF LADING. THE ISSUING OFFICE IS NOT RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO THE GOODS IF THE GOODS ARE NOT DELIVERED TO THE PLACE OF DESTINATION WITHIN THE TIME SPECIFIED IN THIS BILL OF LADING.

TO: SENATOR INTERNATIONAL V. BELTZER SENATOR INC NO. 019991 BOC-11000104

FROM: SENATOR INTERNATIONAL SENATOR INTERNATIONAL

Description of Goods PORT/PLATE ASSETS CL/CT 40' HC PORT/PLATE ASSETS CR/CR 40' HC BULKHA SKIDWAY WITH YCH20511-0005A/C/D	Quantity 26 PALLETS	Weight 12400 KGS 126.000 KG VOLUME 180 (M3) : 15000 THIS IS A FORWARD BILL OF LADING SHIPPER'S LOAD COUNT IS REAL	Date of Issue 12/28/05 Place of Issue MIAMI, FL Place of Destination MIAMI, FL Original
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YICHANG LOGISTICS (PUERTO RICO) INC.  
 INDUSTRIAL LOS ANGELES AVE. J.F. ROBERTS SUITE 707 INDUSTRIAL BLDG  
 2.1 BLDG INDUSTRIAL  
 00130 P.R. SENATOR  
 TEL: 787-706-5110, 787-4000, 787-4000, 787-4000, 787-4000, 787-4000

<input type="checkbox"/> Original	<input type="checkbox"/> Copy	Date of Issue 12/28/05
<input type="checkbox"/> Original	<input type="checkbox"/> Copy	Date of Issue 12/28/05
Issued by SENATOR	Issued by SENATOR	Issued by SENATOR

0084006

9/13

# SMARTCARGO

B/L NO. **SEALED5110005**  
M&A NO: **PCNLSHMD1937780C**  
Qingdao Smart Cargo Int'l Services Ltd.

## Port-to-Port or Combined Transport BILL OF LADING

RECEIVED by SMARTCARGO Int'l Services Ltd.  
(Herein after referred to as the company)  
in apparent good order and condition, unless  
otherwise indicated, the following cargoes for  
shipment by the first available vessel subject to  
the terms and conditions as stated overleaf.

**ORIGINAL**

1. Shipper  
**WUXI FUTONG MOTORCYCLES CO. LTD.**  
108 JIAXIANG MEIYUAN WUXI CITY, JIANGSU PROVINCE CHINA

2. Consignee  
**VERUCCI PUERTO RICO INC.**  
PMB 401-400 CALAF ST.  
SAN JUAN PR 00918  
TEL: 305-594-8511  
FAX: 305-594-8512

3. Notify Party (Carrier not to be responsible for failure to notify)  
**VERUCCI MOTORCYCLES, LLC**  
7836 N.W. 46 ST MIAMI FLORIDA 33188 USA  
TEL: 3055948511  
FAX: 3055948512

4. Pre-carriage by		5. Place of Receipt		
6. Ocean Vessel <b>PAONED LLOYD CARDENAS FP177E</b>		7. Port of Loading <b>SHANGHAI</b>		
8. Port of discharge <b>SAN JUAN PUERTO RICO</b>		9. Place of Delivery <b>SAN JUAN PUERTO RICO</b>		
10. Port of Destination (of the goods - not the ship)				
11. Marks & Nos. container serial No. <b>NM</b>  <b>PONU1480751M482724</b> <b>PONU1814889J4482727</b>	12. No. of containers or Pkgs.  <b>96</b> <b>PACKAGES</b>  <b>40HQ X 2</b>	13. Kind of Packages: Description of Goods <b>SHIPPER'S LOAD AND COUNT</b>  <b>SCOOTERS</b> <b>VC150FS-100 150CC</b> <b>THIS SHIPMENT CONTAIN NO WOOD</b> <b>PACKING MATERIALS</b>  <b>CYCY</b> <b>FREIGHT COLLECT</b>	14. Gross Weight kgs <b>12480 00</b> <b>KGS</b>	15. Measurement <b>136 000</b> <b>CBM</b>
16. Description of Contents for Shipper's Use Only (CARRIER NOT RESPONSIBLE)				
17. TOTAL NO OF PACKAGES (IN WORDS)		<b>SAY NINETY SIX (96) PACKAGES ONLY.</b>		
18. FREIGHT & CHARGES		19. Revenue Tone	20. Rate	21. Per
22. Prepaid		23. Collected		
<b>SENATOR INT FREIGHT FORWARDING LLC</b> <b>11250 NW 25TH STREET SUITE 118 MIAMI, FL 33172</b> <b>TEL: 1 305 593 5620</b> <b>FAX: 1 305 593 5519</b>				
24. Ex. Rate:	25. Prepaid at	26. Payable at <b>SHANGHAI CHINA</b>		27. Place and Date of Issue <b>NOV 08, 2005</b>
	28. Total prepaid in	29. No. of Original(s) / L		Signed for <b>AS CARRIER</b>

DATE

BY \_\_\_\_\_