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BEFORE THE
FEDERAL MARITIME COMMISSION

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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

DRAFT CARGOWAYS INDIA (PVT.) LTD.

Complainant,

v.

DAMCO USA, INC.
DAMCO A/S
A.P. MOLLER-MAERSK A/S

Respondents.

DOCKET NO. 10-10



VERIFIED COMPLAINT

Complainant, DRAFT CARGOWAYS INDIA (PVT.) LTD. ("DRAFT") on its behalf by its attorneys, Rodriguez O'Donnell Gonzalez & Williams, P.C hereby files its Verified Complaint against Respondents DAMCO USA, INC. ("DAMCO US"), DAMCO A/S and A.P. MOLLER-MAERSK A/S ("MAERSK") pursuant to Sections 8(a)(1), 10 (b) (2) (A), 10(b)(11), 10(b)(13), and 10 (d) (1) of the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 (the "Shipping Act"), 46 U.S.C. §§ 40501 (a) (1), 41104 (2) and (11), 41103 (a) and 41102 (c), 46 C.F.R. Part 520, and pursuant to the Federal Maritime Commission's ("FMC") authority under Section 11 (a) of the Shipping Act, 46 U.S.C. § 41301 (a), alleges upon information and belief the following:

PARTIES

1. DRAFT is a corporation organized and existing pursuant to the laws of India, with its principal place of business at 87, Moore Street, Chennai-600 001, India. DRAFT is registered as a foreign corporation in the State of Virginia. As here relevant and pursuant to 46 C.F.R. § 515.21 et al. and 46 C.F.R. Part 520, DRAFT, is currently, and was a duly bonded, tariffed and licensed Non-Vessel Ocean Common Carrier (“NVOCC”) for the pertinent period of this Complaint. DRAFT was licensed by the Commission on April 15, 2005, and issued License FMC No. 018522.

2. Upon information and belief, Respondent DAMCO US is a corporation organized and existing pursuant to the laws of the State of Delaware with its principal place of business at Giralda Farms, Madison Ave, Madison, NJ 07940. DAMCO US is licensed as an NVOCC in the waterborne foreign commerce of the United States and as a freight forwarder (FMC License No. 021267NF), pursuant to the Shipping Act and 46 C.F.R. § 515.21 et al. and 46 C.F.R. Part 520 of the Federal Maritime Commission Regulations. DAMCO US’ surety bond endorsement (Bond No. NVOC1213 issued by Safeco Inc.) indicates that DAMCO US’ previous name was APM Global Logistics USA Inc. dba Damco dba Damco USA dba Damco Maritime dba Damco Sea and Air dba DSL Star Express dba Maersk logistics, and effective on September 18, 2009, its name was changed to Damco USA Inc. dba Damco dba Damco Maritime dba Damco Sea and Air dba DSL Star Express dba Maersk Logistics.

3. Upon information and belief, Respondent DAMCO A/S is a corporation organized and existing pursuant to the laws of Denmark, with its principal place of

business at Kalkbraenderihavnsgade 4, 2100 Copenhagen, Denmark. DAMCO A/S is an NVOCC registered with the Federal Maritime Commission under FMC Organization No. 020956 pursuant to the Shipping Act and 46 C.F.R. § 515.21 et al. and 46 C.F.R. Part 520 of the Federal Maritime Commission Regulations and issued all bills of lading relevant to this Complaint.

4. Upon information and belief, Respondent MAERSK is a corporation organized and existing pursuant to the laws of Denmark with its principal place of business at 50 Esplanden, Copenhagen, Denmark.

5. MAERSK is a vessel operating common carrier operating in the U.S. global trades with tariffs published for the United States trades pursuant to the Shipping Act and implementing regulations and was the underlying ocean common carrier utilized by DAMCO A/S for all the shipments subject of this Complaint.

FACTUAL ALLEGATIONS

6. During the period commencing on or about December 2007 continuing through on or about November 2008, DAMCO A/S provided NVOCC services to DRAFT for shipments originating at Indian Ports for delivery at the Port of Baltimore via the Port of Discharge, Norfolk, VA, pursuant to the following bills of lading , pertinent to this Complaint, issued by Maersk India Pvt. Ltd. (Logistics Division), as agent for carrier, DAMCO A/S:

- a) CCU0005523
- b) CCU0005271
- c) CCU0005727
- d) CCU0005739

e) CCU0005743

f) CCU0005746

g) CCU0005978

h) CCU0005351

(Copies of the above bills of lading, CCU0005727, CCU0005739, CCU0005743, CCU0005746, CCU000551, herein attached as Exhibit 1.)

7. For the shipments subject of this proceeding as listed herein in Paragraph 6, DAMCO A/S as a carrier issued its house bills of lading to DRAFT as a shipper and/or consignee. The underlying ocean common carrier retained by DAMCO A/S to accomplish DAMCO A/S' transport obligations as a carrier for each of these shipments was MAERSK.

8. For the shipments subject of this proceeding as listed herein in Paragraph 6, DAMCO A/S, a foreign domiciled NVOCC, registered with the FMC, utilized as its delivery agent in the United States DAMCO US, a licensed Ocean Transportation Intermediary, as is required by the Commission's regulations at 46 C. F.R. §515.3 which states in pertinent part that "[o]nly persons licensed under this part may furnish or contract to furnish ocean transportation intermediary services in the United States on behalf of an un-licensed ocean transportation intermediary." DAMCO A/S is registered with the Commission, but not licensed.

9. Upon information and belief, DAMCO US, invoiced and attempted to collect amounts from Complainant for demurrage and detention for shipments in the amount of \$174,412.50 for containers shipped pursuant to shipments made on DAMCO A/S bills of lading as previously identified in Paragraph 6 a) through g) herein.

10. Upon information and belief, DAMCO US, invoiced and collected amounts from Complainant for demurrage and detention for shipments in the amount of \$6,300.00 for container(s) shipped pursuant to shipments made on DAMCO A/S bill of lading as previously identified in Paragraph 6 g) herein---i.e., bill of lading, CCU0005978.

11. Upon information and belief, DAMCO US, invoiced and collected amounts from Complainant for demurrage and detention for shipments in the amount of \$14,425.00 for container(s) shipped pursuant to shipments made on DAMCO A/S bills of lading as previously identified in Paragraph 6 a), b), e), f) and g) herein---i.e., bills of lading, CCU0005351, CCU0005523, CCU0005727, CCU0005743, CCU0005746.

12. Upon information and belief, during the period when the shipments subject to this Complaint and when the demurrage and detention described in Paragraph 9, 10 and 11 herein, DAMCO A/S' published tariff did not contain any demurrage and detention provisions and is not entitled to collect or attempt to collect charges not contained in its tariff. DAMCO A/S did not publish an effective initial "Free Time and Demurrage" provision in their tariff until May 1, 2010, a time not relevant to subject shipments. That provision provides:

Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed in their tariffs or agreements, assessed by vessel operators on whose vessel cargo is /was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading will be for the account of cargo without in any way affecting the liability of the carrier of the condition of cargo.

This clause, whether lawful or not, exactly describes the manner by which DAMCO A/S charged or has been charging its customers for demurrage for the shipments transported before DAMCO A/S had a demurrage clause in its tariff.

13. Notwithstanding that DAMCO A/S pursuant to the Shipping Act cannot lawfully collect or attempt to collect for **charges not contained in its tariff**, DAMCO US has deliberately, with intent to mislead, made the following false representations, misleading statements or omissions in a Complaint (Exhibit 2 herein, without attachments) filed in the United States District Court for the Eastern District of Virginia filed August 19, 2010 with regard to the DAMCO A/S shipments and corresponding demurrage and detention charges herein described in Paragraph 6:

- a) **False statement, misleading statement that DAMCO US as agent for MAERSK issued bills of lading to Complainant. No MAERSK bills of lading were either issued to DRAFT or even provided to the Court since the MAERSK bills of lading would not have indicated that DRAFT was a party to these bills of lading.**

“During the period from approximately December, 2007, through November, 2008, Defendant was the owner, exporter, shipper and/or consignee of various shipments for which proper bills of lading and freight bills were issued by or on behalf of plaintiff as agent for Maersk. The said shipments were transported between foreign ports and the United States on board vessels owned or operated by Maersk for which equipment detention and demurrage charges in the total amount of \$ 174,412.50 lawfully were incurred pursuant to the aforesaid tariff and contracts of carriage.” (Emphasis supplied) (Exhibit 2, Paragraph 12).

In Commission Docket No. 10-03, filed June 8, 2010, DAMCO A/S unequivocally stated to the Commission: “Damco USA acts as Damco’s agent in the United States.” (Exhibit 3 herein).

DAMCO A/S tariff provides:

Name and Address of Resident Agent:
Damco USA/Attorney in Fact for Damco A/S

7 Giralda Farms, Madison, NJ 07940
(Exhibit 4 herein).

DAMCO USA tariff provides:

Name and Address of Resident Agent:
Damco USA/Attorney in Fact for Damco A/S
7 Giralda Farms, Madison, NJ 07940
(Exhibit 5 herein).

- b) **False, misleading statement to Court that MAERSK or DAMCO US, as its agent, issued bills of lading to Complainant and that, therefore, Complainant is subject to the charges in MAERSK's tariff, and that failure to pay by Complainant is a violation of the Shipping Act.**

"Under the Shipping Act of 1984, 46 U.S.C.A §§40101 et. seq., Plaintiff is under legal compulsion to collect the entire freight and other charges set forth in its tariff. Failure on the part of Plaintiff to collect the entire amount may be subject to severe penalties. Defendant is in violation of the Shipping Act by its failure to pay the full freight charges as set forth in Plaintiff's tariff." (Exhibit 2, Paragraph 9, 10).

- c) **False, misleading statement to Court that MAERSK has performed services for Complainant pursuant to MAERSK's contract with DRAFT. DRAFT has no contract with MAERSK.**

"Plaintiff has performed each and all of its obligations, actual and implied, arising pursuant to its contract with Defendant and imposed by law." (Emphasis supplied). ((Exhibit 2, Paragraph 15).

- d) **False, misleading statements to Court that MAERSK bills of lading provisions apply to DRAFT for the shipments subject of the lawsuit. To mislead the Court, DAMCO US quotes extensively from bill of lading language in MAERSK's bill of lading, and DAMCO US does not provide DRAFT copies of MAERSK's bills of lading because they would not identify DRAFT as a party thereto.**

(Exhibit 2, Paragraphs 7, 8, and 16).

14. Respondents have repeatedly utilized a "bait and switch" scheme described herein in misleading the shipping public, including DRAFT, and the

aforementioned Court by utilizing DAMCO US, DAMCO A/S, and MAERSK as interchangeable parts with a complete disregard of the requirements of the Shipping Act as to each of those entities as regulated persons subject to the Shipping Act. See Exhibit 6 herein indicating that the above scheme is a “practice”. On August 19, 2010, DAMCO US filed an almost identical Complaint in the United State District Court for the Eastern District of Virginia, DAMCO USA, Ind. V. MAXAM INDUSTRIEC, INC., Case No. 1:10 cv 928 TSE/TCB.

15. By utilizing this scheme, Respondents have attempted to impose the terms and conditions of MAERSK’s bills of lading and tariffs without the shipping public, including DRAFT, having any knowledge that it was, in fact dealing with Maersk, and not the parties with whom it had contracted---in this case, DAMCO A/S.

16. Upon information and belief, to some degree the demurrage and detention which MAERSK invoiced occurred due to non-availability of chassis at terminals, or untimely updated terminal release status reports, or due to DAMCO US’ agreement to extend free time to DRAFT and/or its customers due to the aforementioned circumstances, and then by MAERSK failing to uphold the agreements entered into by DAMCO US.

17. By utilizing the aforementioned “bait and switch” strategy, Respondents knowingly disclosed, offered, solicited and received information concerning the nature, kind, quantity, destination, shipper, consignee, and routing of the property tendered or delivered to DAMCO A/S with regard to DRAFT and its U.S. and Indian customers without the consent of DRAFT and using that information to the detriment and disadvantage to DRAFT, an NVOCC, and inappropriately disclosing that information to

competitors---i.e., MAERSK. DRAFT has lost significant business to MAERSK generated by its Indian accounts related to subject shipments.

VIOLATIONS

1. By reason of the facts alleged in the foregoing paragraphs, since DAMCO A/S which provided common carrier services by water in the foreign commerce of the United States by issuing its bills of lading to Complainant, and since its tariff did not contain detention and demurrage charges, rules and practices provisions, DAMCO A/S, DAMCO US and MAERSK either alone or in conjunction with each other violated Section 10 (b) (2) (A) of the Shipping Act, 46 U.S.C. § 41104 (2) (A) which states that:

A common carrier, either alone or in conjunction with any other person, directly or indirectly, may not—

(2) provide service in the liner trade that is—

(A) not in accordance with the rates, charges, classifications, rules, and practices contained in a tariff published or a service contract entered into under chapter 405 of this title, unless excepted or exempted under section 40103 or 40501(a)(2) of this title.

2. By reason of the facts alleged in the foregoing paragraphs, wherein DAMCO US purports to claim demurrage and detention as agent for MAERSK in the lawsuit filed in the United States District Court, Eastern District of Virginia, since DRAFT was not a party to the bills of lading MAERSK issued as the underlying common carrier for subject shipments, it did not provide services to DRAFT in the liner trades wherein its tariff(s) and bill of lading terms would be applicable to DRAFT, and, therefore, MAERSK through its purported agent DAMCO US violated Section 10 (b) (2) (A) of the Shipping Act, 46 U.S.C. § 41104 (2) (A), by collecting and attempting to collect demurrage and detention charges. That Section states that:

A common carrier, either alone or in conjunction with any other person, directly or indirectly, may not—

(2) provide service in the liner trade that is—
(A) not in accordance with the rates, charges, classifications, rules, and practices contained in a tariff published or a service contract entered into under chapter 405 of this title, unless excepted or exempted under section 40103 or 40501(a)(2) of this title; or

3. Respondents' bait and switch collective actions for collecting and attempting to collect detention and demurrage charges, which were not provided in DAMCO A/S' tariff, further constitute a violation of Section 10 (d)(1) of the Shipping Act, 46 U.S.C. § 41102(c), which requires a common carrier or an ocean transportation intermediary to maintain reasonable regulations and practices relating to or connected with receiving or delivering property.

4. By reason of the facts alleged in the foregoing paragraphs herein, DAMCO A/S, since its tariff did not contain detention and demurrage provisions, DAMCO A/S violated Sections 8(a)(1) of the Shipping Act, 46 U.S.C. § 40501 (a) (1), and 46 C.F.R. Part 520, which requires a carrier to keep open to public inspection in an automated tariff system, tariffs showing all its rates, charges, classifications, rules, and practices between all points or ports on its own route and on any through transportation route that has been established.

5. Respondents' DAMCO US and DAMCO A/S by knowingly disclosing, offering, soliciting and MAERSK by receiving information concerning the nature, kind, quantity, destination, shipper, consignee, and routing of the property tendered or delivered to the DAMCO A/S and DAMCO US without the consent of DRAFT and using that information to the detriment and disadvantage to DRAFT, a common carrier, and inappropriately disclosing that information to MAERSK as a competitor constitutes a violation of Section 10 (b) (13) of the Shipping Act, 46 U.S.C. § 41103 (a).

DAMAGES

32. As a direct consequence of the unlawful conduct engaged in by Respondents, Complainant has suffered injury as provided herein, and as may be further demonstrated in this proceeding, and seeks relief as provided below.

PRAYER FOR RELIEF

WHEREFORE, Complainant respectfully requests that the Commission issue the following relief:

1. An Order compelling Respondent to Answer the charges made herein and scheduling a hearing in Washington, D.C. during which the Commission may receive evidence in this matter;

2. An Order holding that the Respondents' activities described herein were unlawful and in violation of the Shipping Act;

3. An Order compelling Respondents to make reparations to Complainant DRAFT in the amount of \$20,725.00, for amounts paid to Respondents relating to demurrage and detention as provided herein, in addition to interest as may be lawfully permitted by law, costs, and attorneys' fees;

4. An Order compelling Respondents to make reparations to DRAFT in the amounts of \$150,000 for DRAFT's loss of business and clients, as may be proven during the course of this proceeding, with interest as may be lawfully permitted by law, costs, and attorneys' fees

5. An Order compelling Respondents to cease and desist in the action filed in the United State District Court, Eastern District of Virginia, as provided herein in Exhibit

2 and to cease and desist in attempting to collect amounts for demurrage and detention in the amount of \$174,412.50, and to pay costs, and attorneys' fees; and

6. Such other and further relief as the Commission deems just and proper.

ALTERNATIVE DISPUTE RESOLUTION

The Commission's informal dispute resolution procedures have not been used prior to the filing of the Complaint. Counsel for the Complainant has not consulted with the Commission's Dispute Resolution Specialist about utilizing alternative dispute resolution (ADR) under the Commission's ADR Program.

A hearing is requested in Washington, D.C.

Respectfully submitted,

By:



Carlos Rodriguez, Esq.
Zheng Xie, Esq.
**RODRIGUEZ O'DONNELL
GONZALEZ & WILLIAMS, P.C.**
1250 Connecticut Ave. N.W., Suite 200,
Washington, D.C. 20036
202-973-2980 (Telephone)
202-293-3307 (Facsimile)
Attorneys for Complainant
DRAFT CARGOWAYS INDIA (PVT.) LTD.

Dated in Washington, D.C. this twenty-ninth day of October, 2010.

VERIFICATION

Prasad P. Gokhale declares and states that he is the Chief Executive Officer of DRAFT CARGOWAYS INDIA (PVT.) LTD., Complainant in this proceeding, and that the foregoing Verified Complaint is true to the best of his information and belief; and that the grounds of his belief as to all matters not upon his own personal knowledge is information which has otherwise been provided to Complainant.

Pursuant to 28 U.S.C. § 1746 (1), I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 28th, 2010

Prasad P. Gokhale, Chief Executive Officer

EXHIBIT 1.



BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

SHIPPER DRAFT CARGOWAYS (INDIA) PVT LTD I/C MAXICON SHIPPING AGENCIES PVT LTD 10 1 31, 5TH FLOOR, SIGNATURE TOWERS CBM COMPOUND, VISAKHAPATNAM-530003 TEL/FAX: 6620947 / 2502948		SHIPPER'S REF BILL OF LADING NO. DMCQCCU0005727
CONSIGNEE (not negotiable unless consigned "to order" or "to order of" a named Person or "to order of bearer") DRAFT CARGOWAYS INDIA PVT LTD 354 EBAUGH DRIVE LEESBURG, VA 20175, USA TEL:001 866 323 0410, 1-631 223 4269 FAX: 001 631 206 9188		AGENT & REFERENCE FOR CARGO RELEASE, PLEASE CONTACT: DAMCO A/S 8686 NEW TRAILS DR 77381 THE WOODLANDS THE WOODLANDS UNITED STATES
NOTIFY PARTY (see clause 22) DRAFT CARGOWAYS INDIA PVT LTD 354 EBAUGH DRIVE LEESBURG, VA 20175, USA TEL:001 866 323 0410, 1-631 223 4269 FAX: 001 631 206 9188		SHIPPER'S INSTRUCTIONS (NOT PART OF BILL OF LADING)
PLACE OF RECEIPT VISAKHAPATNAM, INDIA	PORT OF LOADING VISAKHAPATNAM, INDIA	PRE-CARRIAGE BY (only applicable for Combined Transport from Place of Receipt - see clauses 1 + 9)
VESSEL (see clauses 1 + 19) KRIPA	VOYAGE NO 009S	DOCK RECEIPT NO NUMBER OF ORIGINAL B.S.L 1 (ONE)
PORT OF DISCHARGE NORFOLK, USA	PLACE OF DELIVERY BALTIMORE, USA	SHIPPER DECLARED VALUE US\$ (see clause 7.3)

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE (see Clause 11 + 14)

CONTAINER NO/SEAL NO MARKS AND NUMBERS	NO OF CONTAINERS OR PACKAGES	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT (KGS)	MEASUREMENT(CBM)
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25x20DRY
SAID TO CONTAIN

DETAILS AS PER ATTACHED SHEET

TOTAL:	25 BULK		500000.000	675.000
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SHIPPERS LOAD STOWAGE, COUNT AND WEIGHT
SERVICE TYPE: CY/CY
FREIGHT PREPAID

SHIPPED ON BOARD KRIPA ON 27 JUN. 2008 FROM VISAKHAPATNAM, INDIA

TOTAL NO. OF CONTAINERS OR PACKAGES RECEIVED BY CARRIER - TWENTY FIVE CONTAINERS

FREIGHT AND CHARGES	PREPAID	COLLECT	RECEIVED by the Carrier from the Shipper as for as ascertained by reasonable means of checking in apparent good order and condition unless otherwise stated herein: the total number or quantity of Containers or other packages or units indicated in the box above entitled "Total No. of Containers or Packages Received by Carrier" for Carriage from the Port of Loading (or the Place of Receipt, if mentioned above) to the Port of Discharge (or the Place of Delivery, if mentioned above), such Carriage being always subject to the terms, rights, references, provisions, conditions, exceptions, limitations and inclusions hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF)
			In accepting this Bill of Lading, any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face or reverse side hereof, as fully as if they were all signed by the Merchant. IN WITNESS WHEREOF the number of original Bills of Lading stated above have been signed and wherever one original Bill of Lading has been surrendered any others shall be void. PLACE AND DATE OF ISSUE KOLKATA, 27 JUN., 2008 Signed for the Carrier, Damco A/S by _____ For Damco India Pvt Ltd (Logistics Division) as agent of the Carrier
TOTAL			

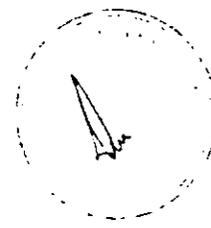
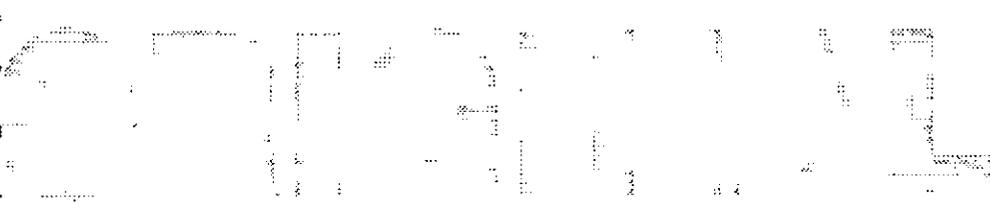


ATTACHMENT NO.: 001

BILL OF LADING NO. DMCQCCU0005727

CONTAINER & SEAL:

CRXU1179239
 ML-IN1279720
 INBU3224981
 ML IN1279510
 KNLU3255937
 ML-IN1279519
 MSKU2382090
 ML-IN1279503
 MSKU2442856
 ML IN1279513
 MSKU2608470
 ML-IN1279512
 MSKU2618570
 ML-IN1279504
 MSKU2756815
 ML-IN1279509
 MSKU3118348
 ML-IN1279749
 MSKU3588568
 ML-IN1279739
 MSKU3768744
 ML-IN1279515
 MSKU3877621
 ML-IN1279502
 MSKU7059578
 ML-IN1279520
 NDLU2005578
 ML-IN1279524
 POCU0304319
 ML-IN1279517
 POCU0306179
 ML-IN1279738
 PONU0324936
 ML-IN1279511
 PONU0348239
 ML-IN1279518
 PONU2020742
 ML-IN1279514
 SAMU2210193
 ML-IN1279508
 SEAU2272784
 ML-IN1279711
 SEAU2306333
 ML-IN1279724
 TEXU2076750
 ML-IN1279522
 TEXU2395892
 ML-IN1279501
 UESU2192153
 ML-IN1279740



MARKS & NOS.:
 BULK IN
 25X20'
 CONTAINERS
 STUFFED
 AT 20 MT
 NET EACH

PACKAGES:

DESCRIPTION:
 FERRO CHROME
 SB NO. 4403789
 DATED 13.06.2008
 NET WEIGHT: 500.000 MT
 TWENTY FIVE X TWENTY FEET
 DRY LADEN CONTAINERS ONLY.

KGS: CBM:



BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

SHIPPER DRAFT CARGOWAYS (INDIA) PVT LTD A/C MAXICON SHIPPING AGENCIES PVT LTD 10 1 31, 5TH FLOOR, SIGNATURE TOWERS CBM COMPOUND, VISAKHAPATNAM-530003 TEL/FAX: 6620947 / 2502948		SHIPPER'S REF BILL OF LADING NO DMCQCCU0005739
CONSIGNEE (not negotiable unless consigned "to order" or "to order of" a named Person or "in order of bearer") DRAFT CARGOWAYS INDIA PVT LTD 354 EBAUGH DRIVE LEESBURG, VA 20175, USA TEL:001 866 323 0410, 1 631 223 4269 FAX: 001 631 206 9188		AGENT & REFERENCE FOR CARGO RELEASE, PLEASE CONTACT: DAMCO A/S 8686 NEW TRAILS DR 77381 THE WOODLANDS THE WOODLANDS UNITED STATES
NOTIFY PARTY (see clause 22) DRAFT CARGOWAYS INDIA PVT LTD 354 EBAUGH DRIVE LEESBURG, VA 20175, USA TEL:001 866 323 0410, 1-631 223 4269 FAX: 001 631 206 9188		SHIPPER'S INSTRUCTIONS (NOT PART OF BILL OF LADING)
PLACE OF RECEIPT VISAKHAPATNAM, INDIA	PORT OF LOADING VISAKHAPATNAM, INDIA	PRE-CARRIAGE BY (only applicable for Combined Transport from Place of Receipt - see clauses 1 + 6)
VESSEL (see clauses 1 + 10) KRIPA	VOYAGE NO 009S	DOCK RECEIPT NO. NUMBER OF ORIGINAL B/L 1 (ONE)
PORT OF DISCHARGE NORFOLK, USA	PLACE OF DELIVERY BALTIMORE, USA	SHIPPER DECLARED VALUE US\$ (see clause 7.3)

PARTICULARS FURNISH BY SHIPPER - CARRIER NOT RESPONSIBLE (see clauses 11 + 14)

CONTAINER NO/SEAL NO MARKS AND NUMBERS	NO. OF CONTAINERS OR PACKAGES	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT (KGS)	MEASUREMENT(CBM)
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25x20DRY
 SAID TO CONTAIN
 DETAILS AS PER ATTACHED SHEET

TOTAL:	25 BULK	500000.000	675.000
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SHIPPERS LOAD STOWAGE, COUNT AND WEIGHT
 SERVICE TYPE: CY/CY
 FREIGHT PREPAID

SHIPPED ON BOARD KRIPA ON 27 JUN., 2008 FROM VISAKHAPATNAM, INDIA
 TOTAL NO OF CONTAINERS OR PACKAGES RECEIVED BY CARRIER TWENTY FIVE CONTAINERS

FREIGHT AND CHARGES TOTAL	PREPAID	COLLECT	RECEIVED by the Carrier from the Shipper, as far as ascertained by reasonable means of checking in apparent good order and condition unless otherwise stated herein, the total number or quantity of Containers or Packages or units indicated in the last above entitled "Total No of Containers or Packages Received by Carrier" for Carriage from the Port of Loading (or the Place of Receipt if mentioned above) to the Port of Discharge (or the Place of Delivery if mentioned above), such Carriage being always subject to the terms, rights, defenses, provisions, limitations, exceptions, limitations and liberties herein (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF). In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face or reverse side hereof as fully as if they were all written by the Merchant. IN WITNESS WHEREOF the number of original Bills of Lading stated above have been signed and whenever one original Bill of Lading has been surrendered any others shall be void. PLACE AND DATE OF ISSUE KOLKATA, 27 JUN., 2008 Signed for the Carrier, Damco A/S by _____ For Damco India Pvt Ltd (Logistics Division) as agent of the Carrier
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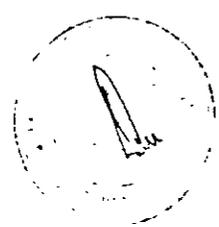


ATTACHMENT NO.: 001

BILL OF LADING NO. DMCQCCU0005739

CONTAINER & SEAL:

FSCU3740972
 ML-IN1279584
 GLDU2142480
 ML-IN1279546
 INBU3569181
 ML-IN1279578
 MSKU2325401
 ML-IN1279548
 MSKU2577002
 ML-IN1279579
 MSKU2648024
 ML-IN1279587
 MSKU3388220
 ML-IN1279567
 MSKU3439862
 ML-IN1279555
 MSKU3722065
 ML-IN1279583
 MSKU3938413
 ML-IN1279529
 MSKU4367371
 ML-IN1279597
 MSKU7107640
 ML-IN1279596
 POCU0288882
 ML-IN1279580
 PONU0344193
 ML-IN1279554
 PONU0460465
 ML-IN1279545
 PONU0807430
 ML-IN1279549
 PONU0810579
 ML-IN1279589
 PONU0906480
 ML-IN1279551
 PONU2106893
 ML-IN1279590
 TEXU2256578
 ML-IN1279594
 TGHU3215062
 ML-IN1279553
 TTNU1362506
 ML-IN1279569
 TTNU2167037
 ML-IN1279592
 TTNU2795136
 ML-IN1279537
 TTNU3111346
 ML-IN1279581



MARKS & NOS.:
 BULK IN
 25X20'
 CONTAINERS
 STUFFED
 AT 20 MT
 NET EACH

PACKAGES:

DESCRIPTION:
 FERRO CHROME
 SB NO. 4403790
 DATED 13.06.2008
 NET WEIGHT: 500.000 MT
 TWENTY FIVE X TWENTY FEET
 DRY LADEN CONTAINERS ONLY.

KGS: CBM:



ATTACHMENT NO.: 002

BILL OF LADING NO. DMCQCCU0005739

MARKS & NOS.:	PACKAGES:	DESCRIPTION:	KGS:	CBM:
TOTAL:	25 BULK		500000.000	675.000

*** END OF HBL ***

demco





BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

SHIPPER DRAFT CARGOWAYS (INDIA) PVT LTD A/C MAXICON SHIPPING AGENCIES PVT LTD 10 1 31, 5TH FLOOR, SIGNATURE TOWERS CBM COMPOUND, VISAKHAPATNAM-530003 TEL/FAX: 6620947 / 2502948		SHIPPER'S REF BILL OF LADING NO DMCQCCU0005743
CONSIGNEE (not negotiable unless assigned "to order" or "to order of" a named Person or "to order of bearer") DRAFT CARGOWAYS INDIA PVT LTD 354 EBAUGH DRIVE LEESBURG, VA 20175, USA TEL:001 866 323 0410, 1-631 223 4359 FAX: 001 631 206 9188		AGENT & REFERENCE FOR CARGO RELEASE, PLEASE CONTACT DAMCO A/S 8686 NEW TRAILS DR 77381 THE WOODLANDS THE WOODLANDS UNITED STATES
NOTIFY PARTY (see clause 22) DRAFT CARGOWAYS INDIA PVT LTD 354 EBAUGH DRIVE LEESBURG, VA 20175, USA TEL:001 866 323 0410, 1-631 223 4359 FAX: 001 631 206 9188		SHIPPER'S INSTRUCTIONS (NOT PART OF BILL OF LADING)
PLACE OF RECEIPT VISAKHAPATNAM, INDIA	PORT OF LOADING VISAKHAPATNAM, INDIA	PRE-CARRIAGE BY (only applicable for Combined Transport from Place of Receipt - see clauses 1 + 6)
VESSEL (see clauses 1 + 10) KRIPA	VOYAGE NO. 009S	DOCK RECEIPT NO. NUMBER OF ORIGINAL B/L 1 (ONE)
PORT OF DISCHARGE NORFOLK, USA	PLACE OF DELIVERY BALTIMORE USA	SHIPPER DECLARED VALUE US\$ (see clause 7.3)

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE (see clauses 11 + 14)

CONTAINER NO/SEAL NO. MARKS AND NUMBERS	NO OF CONTAINERS OR PACKAGES	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT (KGS)	MEASUREMENT(CBM)
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25x20DRY
 SAID TO CONTAIN
 DETAILS AS PER ATTACHED SHEET

TOTAL:	25 BULK		500000.000	675.000
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SHIPPER'S LOAD STOWAGE, COUNT AND WEIGHT
 SERVICE TYPE: CY/CY
 FREIGHT PREPAID

SHIPPED ON BOARD KRIPA ON 27 JUN., 2008 FROM VISAKHAPATNAM, INDIA
 TOTAL NO OF CONTAINERS OR PACKAGES RECEIVED BY CARRIER: TWENTY FIVE CONTAINERS

FRIGHT AND CHARGES	PRE PAID	COLLECT	RECEIVED by the Carrier from the Shipper, as far as ascertained by reasonable means of checking in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box above entitled "Total No. of Containers or Packages Received by Carrier" for Carriage from the Port of Loading (or the Place of Receipt if mentioned above) to the Port of Discharge (or the Place of Delivery if mentioned above), such Carriage being always subject to the terms, notes, conditions, provisions, conditions, exceptions, limitations, and liberties hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE SIDE HERE OF AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF)
TOTAL			In accepting this Bill of Lading, any local customs or provisions to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face or reverse side hereof, as fully as if they were all signed by the Merchant. IN WITNESS WHEREOF the number of original Bills of Lading stated above have been signed and wherever one original Bill of Lading has been surrendered any others shall be void. PLACE AND DATE OF ISSUE KOLKATA, 27 JUN., 2008 Signed for the Carrier, Damco A/S by  For Maersk India Pvt Ltd (Logistics Division), as agent of the Carrier



ATTACHMENT NO.: 001

BILL OF LADING NO. DMCQCCU0005743

CONTAINER & SEAL:

APMU2729664
 ML-IN1279598
 APMU2741459
 ML-IN1279593
 GESU2158474
 ML-IN1279566
 GLDU0320880
 ML-IN1279563
 GLDU3088110
 ML-IN1279595
 KNLU3369971
 ML-IN1279573
 MAEU6994027
 ML-IN1279564
 MLCU2934978
 ML-IN1279575
 MSKU2604263
 ML-IN1279576
 MSKU2738787
 ML-IN1279539
 MSKU2755737
 ML-IN1279585
 MSKU2891815
 ML-IN1279582
 MSKU2912121
 ML-IN1279561
 MSKU3404830
 ML-IN1279526
 MSKU3497160
 ML-IN1279538
 MSKU3577990
 ML-IN1279541
 MSKU3859720
 ML-IN1279577
 MSKU4142014
 ML-IN1279547
 MSKU7024648
 ML-IN1279562
 POCU0498765
 ML-IN1279550
 POCU0573386
 ML-IN1279552
 PONU0939421
 ML-IN1279586
 SEAU2305492
 ML-IN1279560
 TGHU3206965
 ML-IN1279572
 UESU2228045
 ML-IN1279574



MARKS & NOS. :	PACKAGES:	DESCRIPTION:	KGS:	CBM:
BULK IN		FERRO CHROME		
25X20'		SB NO. 4403791		
CONTAINERS		DATED 13.06.2008		
STUFFED		NET WEIGHT: 500.000 MT		
AT 20 MT		TWENTY FIVE X TWENTY FEET		
NET EACH		DRY LADEN CONTAINERS ONLY.		



ATTACHMENT NO.: 002

BILL OF LADING NO. DMCQCCU0005743

MARKS & NOS.:	PACKAGES:	DESCRIPTION:	KGS:	CBM:
TOTAL:	25 BULK		500000.000	675.000

*** END OF HBL ***

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100





BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

SHIPPLER DRAFT CARGOWAYS (INDIA) PVT LTD A/C MAXICON SHIPPING AGENCIES PVT LTD 10 1 31, 5TH FLOOR, SIGNATURE TOWERS CBM COMPOUND, VISAKHAPATNAM-530003 TEL/FAX: 6620947 / 2502948		SHIPPER'S REF BILL OF LADING NO. DMCCCCU0005746
CONSIGNEE (not responsible unless consigned "to order" or "to order of" a named Person - "to order of bearer") DRAFT CARGOWAYS INDIA PVT LTD 354 EBAUGH DRIVE LEESBURG, VA 20175, USA TEL:001 866 323 0410, 1-631 223 4259 FAX: 001 631 206 9188		AGENT & REFERENCE FOR CARGO RELEASE, PLEASE CONTACT DAMCO A/S 8686 NEW TRAILS DR 77381 THE WOODLANDS THE WOODLANDS UNITED STATES
NOTIFY PARTY (see clause 22) DRAFT CARGOWAYS INDIA PVT LTD 354 EBAUGH DRIVE LEESBURG, VA 20175, USA TEL:001 866 323 0410, 1-631 223 4259 FAX: 001 631 206 9188		SHIPPER'S INSTRUCTIONS (NOT PART OF BILL OF LADING)
PLACE OF RECEIPT VISAKHAPATNAM, INDIA	PORT OF LOADING VISAKHAPATNAM, INDIA	PRE-CARRIAGE BY (only applicable for Combined Transport from Place of Receipt - see clauses 1 + 8)
VESSEL (see clauses 1 + 19) KRIPA	VOYAGE NO 009S	DOCK RECEIPT NO. NUMBER OF ORIGINAL BSL 1 (ONE)
PORT OF DISCHARGE NORFOLK, USA	PLACE OF DELIVERY BALTIMORE, USA	SHIPPER DECLARED VALUE US\$ (see clause 7.3)

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE (see clauses 11 + 14)

CONTAINER NO/SEAL NO. MARKS AND NUMBERS	NO. OF CONTAINERS OR PACKAGES	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT (KGS)	MEASUREMENT(CBM)
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25x20 DRY
 SAID TO CONTAIN

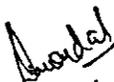
DETAILS AS PER ATTACHED SHEET

TOTAL:	25 BULK		500000.000	675.000
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SHIPPER'S LOAD STOWAGE, COUNT AND WEIGHT
 SERVICE TYPE: CY/CY
 FREIGHT PREPAID

SHIPPED ON BOARD KRIPA ON 27 JUN., 2008 FROM VISAKHAPATNAM, INDIA

TOTAL NO. OF CONTAINERS OR PACKAGES RECEIVED BY CARRIER TWENTY FIVE CONTAINERS

FREIGHT AND CHARGES	PREPAID	COLLECT	RECEIVED by the Carrier from the Shipper as far as ascertained by reasonable means of checking in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box above meeting "Total No. of Containers or Packages Received by Carrier" for Carriage from the Port of Loading for the Place of Receipt if mentioned above) in the Port of Discharge (or the Place of Delivery if mentioned above) such Carriage being always subject to the terms, rights, duties, provisions, conditions, exceptions, limitations and warranties herein, INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF
			In accepting this bill of lading any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face or reverse side hereof, as fully as if they were all signed by the Merchant. IN WITNESS WHEREOF the number of original Bills of Lading stated above have been signed and wherever one original Bill of Lading has been surrendered any others shall be void. PLACE AND DATE OF ISSUANCE KOLKATA, 27 JUN., 2008 Signed for the Carrier, Damco A/S by 

For Maersk India Pvt. Ltd. (Logistics Division)
 as agent of the Carrier



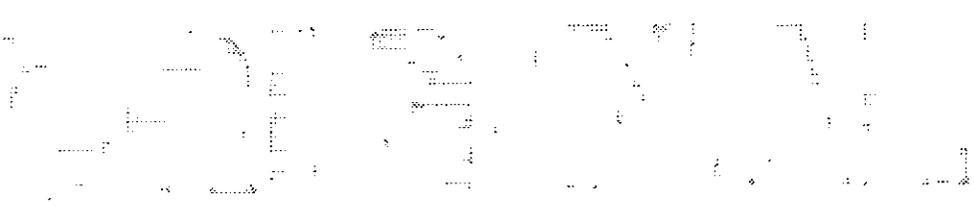
ATTACHMENT NO.: 001

BILL OF LADING NO

DMCQCCU0005746

CONTAINER & SEAL:

CAXU6519173
 ML-IN1279559
 CLHU3111360
 ML IN1279623
 GATU0466723
 ML-IN1279621
 GATU0548272
 ML-IN1279622
 KNLU3280267
 ML-IN1279565
 MSKU2388863
 ML-IN1279625
 MSKU2423732
 ML-IN1279542
 MSKU2804127
 ML-IN1279604
 MSKU2825789
 ML-IN1279618
 MSKU3003502
 ML-IN1279605
 MSKU3167907
 ML-IN1279558
 MSKU3486653
 ML-IN1279568
 MSKU3566532
 ML-IN1279599
 MSKU3904537
 ML-IN1279556
 MSKU3933659
 ML-IN1279601
 MSKU3973409
 ML-IN1279588
 MSKU4058834
 ML-IN1279617
 PONU0093035
 ML-IN1279600
 PONU0308405
 ML-IN1279624
 PONU0396176
 ML-IN1279602
 PONU0605492
 ML-IN1279606
 PONU2007632
 ML-IN1279591
 PONU2032722
 ML-IN1279603
 SEAU2333977
 ML-IN1279557
 TGHU2529829
 ML-IN1279619



MARKS & NOS.:
 BULK IN
 25X20'
 CONTAINERS
 STUFFED
 AT 20 MT
 NET EACH

PACKAGES:

DESCRIPTION:
 FERRO CHROME
 SB NO. 4403945
 DATED 20.06.2008
 NET WEIGHT: 500.000 MT
 TWENTY FIVE X TWENTY FEET
 DRY LADEN CONTAINERS ONLY.

KGS:

CBM:

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

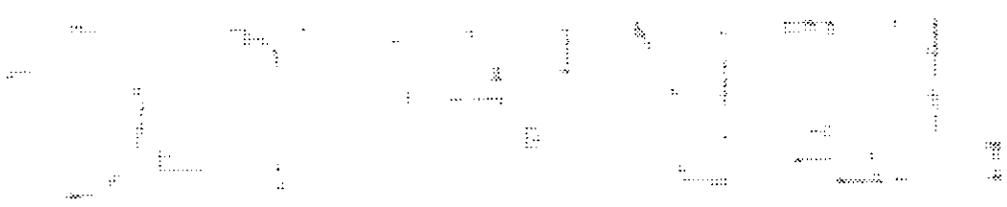


ATTACHMENT NO. : 002

BILL OF LADING NO. DMCQCCU0005746

MARKS & NOS. :	PACKAGES :	DESCRIPTION :	KGS :	CBM :
TOTAL :	25 BULK		500000.000	675.000

*** END OF HBL ***



BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

SHIPPER DRAFT CARGOWAYS INDIA PVT LTD C/O MAXICON SHIPPING AGENCIES PVT LTD., NO. 10-1-31, 5TH FLOOR, SIGNATURE TOWERS, C.B.M. COMPOUND VISAKHAPATNAM - 530003, INDIA		SHIPPER'S REF	BILL OF LADING NO DMCQCCUC005351
CUSTOMER (not negotiable unless consigned "to order" or "to order of" a named Person or "to order of bearer") DRAFT CARGOWAYS INDIA PVT. LTD. 354 EBAUGH DRIVE, LEESBURG, VA 20175, USA TEL: 1 866 323 0410, 1-631 223 4209 FAX: 1 631 206 9188		FOR CARGO RELEASE PLEASE CONTACT: DAMCO A/S 8686 NEW TRAILS DR 77381 THE WOODLANDS THE WOODLANDS UNITED STATES	
NOTIFY PARTY (see clause 22) DRAFT CARGOWAYS INDIA PVT. LTD. 354 EBAUGH DRIVE, LEESBURG, VA 20175, USA TEL: 1 866 323 0410, 1-631 223 4209 FAX: 1 631 206 9188		SHIPPER'S INSTRUCTIONS (NOT PART OF BILL OF LADING)	
PLACE OF RECEIPT CHENNAI, INDIA	PORT OF LOADING CHENNAI, INDIA	DISCARRIAGE BY (only applicable for Combined Transport from Port of Receipt - see clauses 1 + 6)	
VESSEL (see clauses 1 + 19) MAERSK DORTMUND	VOYAGE NO 0802	DOCK RECEIPT NO	NUMBER OF ORIGINAL B/L
PORT OF DISCHARGE HOUSTON, USA	PLACE OF DELIVERY GALENA PARK, USA DOOR	SHIPPER DECLARED VALUE US\$ (see clause 7.3)	
PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE (see clauses 11 + 19)			

CONTAINER NO/SEAL NO MARKS AND NUMBERS	NO OF CONTAINERS OR PACKAGES	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT (KGS)	MEASUREMENT(CBM)
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39x20DRY
SAID TO CONTAIN
DETAILS AS PER ATTACHED SHEET

TOTAL: 39 LOOSE BULK 749980.000 1053.000

SHIPPERS LOAD STOWAGE, COUNT AND WEIGHT
SERVICE TYPE: CY/CY
FREIGHT PREPAID

SHIPPED ON BOARD MAERSK DORTMUND ON 26 JAN., 2008 FROM CHENNAI, INDIA

TOTAL NO OF CONTAINERS OR PACKAGES RECEIVED BY CARRIER THIRTY NINE CONTAINERS

FREIGHT AND CHARGES	PREPAID	COLLECT

RECEIVED by the Carrier from the Shipper, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein, the total number or quantity of Containers or other packages or units indicated in the bill above entitled "Total No. of Containers or Packages Received by Carrier" for Carriage from the Port of Loading (or the Place of Receipt, if mentioned above) to the Port of Discharge (or the Place of Delivery, if mentioned above), such Carriage being always subject to the terms, rights, defenses, provisions, conditions, exceptions, limitations, and warranties hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF).

In accepting this bill of lading, any local customs or provisions to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated in the bill or reverse side hereof, as fully as if they were all signed by the Merchant.

IN WITNESS WHEREOF the number of original Bills of Lading stated above have been signed and whereover one original Bill of Lading has been surrendered, any others shall be void.

PLACE AND DATE OF ISSUE
KOLKATA, 26 JAN., 2008
Signed for the Carrier: Damco A/S

By _____
For Maersk India Pvt. Ltd. (Branch) Director
Agent of the Carrier

ATTACHMENT NO.: 001

BILL OF LADING NO. DMCQCCU0005351

CONTAINER & SEAL:

AMFU3014697
ML-IN0990986
CRXU1579997
ML-IN0990920
CRXU1680467
ML-IN0990875
GLDU2178760
ML-IN0990842
INBU3301917
ML-IN0990933
KNLU3300065
ML-IN0990813
MSKU2353867
ML-IN0990758
MSKU2512953
ML-IN0990975
MSKU2516199
ML-IN0990828
MSKU2561813
ML-IN0990770
MSKU2732747
ML-IN0990878
MSKU2750144
ML-IN0990865
MSKU2852721
ML-IN0990944
MSKU2869093
ML-IN0990818
MSKU2911655
ML-IN0990903
MSKU2934521
ML-IN0990815
MSKU3199123
ML-IN0990766
MSKU3276873
ML-IN0990901
MSKU3431516
ML-IN0990802
MSKU3524500
ML-IN1054546
MSKU3593970
ML-IN0990943
MSKU3869375
ML-IN0990795
MSKU3877299
ML-IN0990795
MSKU3886860
ML-IN0990840
MSKU3928816
ML-IN0990995
MSKU7083609
ML-IN0990928
POCU0264561
ML-IN0990984
POCU0531992
ML-IN0990940
POCU0546056
ML-IN0990916

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

ATTACHMENT NO.: 002

BILL OF LADING NO. DMCQCCU0005351

CONTAINER & SEAL:

POCU0573600
 ML-IN0990858
 PONU0135341
 ML-IN0990948
 PONU0215555
 ML-IN0990808
 PONU0639002
 ML-IN0990801
 PONU0690848
 ML-IN0990761
 PONU0724758
 ML-IN0990830
 PONU0731741
 ML-IN0990978
 PONU0893104
 ML-IN0990853
 TTNU1783444
 ML-IN0990767
 TTNU3759663
 ML-IN0990838

MARKS & NOS.:
 NM

PACKAGES:

DESCRIPTION:

KGS: CBM:

HIGH CARBON FERRO CHROME
 OF INDIAN ORIGIN IN LOOSE BULK
 STUFFED IN 39 NOS. OF FULL
 20 FT TEU CONTAINERS
 S/BILL NO. 000860/H.C.E.C./
 07-08 DT.27.12.2007
 NET WT: 750,000 MT

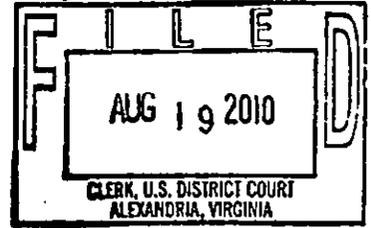
TOTAL:

39 LOOSE BULK

749980.000 1053.000

*** END OF HBL ***

EXHIBIT 2.



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

DAMCO USA, INC.
7 Giralda Farms
Madison, NJ 07940-0880

Plaintiffs,

v.

DRAFT-CARGOWAYS INDIA (PVT.) LTD.
SERVE:
National Registered Agents, Inc.
REGISTERED AGENT
201 North Union St., Ste. 140
Alexandria, VA 22314

Defendant.

Case No. *1:10 cv 929 206/JFA*

COMPLAINT

Damco USA, Inc., Plaintiff, by its attorneys, brings this action against the Defendant, Draft-Cargoways India (Pvt.) Ltd., and alleges as follows:

I.

JURISDICTION AND VENUE

1. The matters herein alleged constitute an admiralty and maritime claim within the jurisdiction of this United States District Court and are within the meaning of 28 U.S.C.A. § 1333(1) and Fed. R. Civ. P. 9(h).
2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(c), as Defendant has an office in Leesburg, Virginia and conducts business there.

II.

THE PARTIES

3. The Plaintiff is a corporation validly existing and in good standing under the laws of Florida.
4. The Defendant is a business entity organized under the laws of India that operates in Virginia, elsewhere in the United States, and in foreign jurisdictions. It furnishes international ocean freight groupage, consolidation, forwarding and logistic services.
5. Plaintiff, a subsidiary of the A.P. Moller-Maersk Group in Denmark (collectively, "Maersk"), provides U.S.-based supply chain management and freight forwarding services relating to the transportation of goods, including international shipments by sea.

III.

VIOLATIONS ALLEGED

6. At all times relevant hereto, Plaintiff was the duly appointed agent of Maersk, an ocean carrier and common carrier of goods for hire between United States ports and foreign ports, which carrier properly filed a schedule of its tariffs for the transportation of goods of the type and between the ports or areas as hereinafter alleged.
7. The bills of lading relating to the shipments that are the subject matter hereof, provide, *inter alia*, that "[a]ll of the Persons coming within the definition of "Merchant" in clause 1 shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant in this bill of lading. [Clause

15.1]. As the named Consignee, Defendant comes within the definition of
“Merchant.”

8. The bills of lading further provide, inter alia, as follows:

16.2 Full Freight shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

16.5 All Freight shall be paid without any set-off, counter-claim, deduction or stay of execution at latest before delivery of the Goods.

16.6 If the Merchant fails to pay the Freight when due he shall be liable also for payment of service fee or interest due on any outstanding sum, reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or its authorised agent, shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

9. Under the Shipping Act of 1984, 46 U.S.C.A §§ 40101 et seq., Plaintiff is under legal compulsion to collect the entire freight and other charges set forth in its tariff. Failure on the part of Plaintiff to collect the entire amount may subject it to severe penalties.
10. Defendant is in violation of the Shipping Act by its failure to pay the full freight charges as set forth in Plaintiff's tariff.

III.
VIOLATIONS ALLEGED

COUNT I
(Breach of Contract)

11. Plaintiff incorporates the allegations set forth in paragraphs 1 through 10 by reference and said matters are realleged as if fully set forth herein.
12. During the period from approximately December, 2007, through November, 2008, Defendant was the owner, exporter, shipper and/or consignee of various shipments for which proper bills of lading and freight bills were issued by or on behalf of

Plaintiff as agent for Maersk. The said shipments were transported between foreign ports and the United States on board vessels owned or operated by Maersk for which equipment detention and demurrage charges in the total amount of \$174,412.50 lawfully were incurred pursuant to the aforesaid tariff and contracts of carriage.

Exhibit 1 hereto consists of true copies of account statements and summaries, invoices, and Damco Draft Arrival Notices which together document the total amount alleged to be due Plaintiff from Defendant.

13. As a direct result of the aforesaid carriages, Defendant agreed and otherwise became bound to pay the equipment detention and demurrage charges in the total amount of \$174,412.50, together with interest thereon at the legal rate.
14. Plaintiff has demanded payment of these outstanding charges from Defendant, but the charges have not been paid.
15. Plaintiff has performed each and all of its obligations, actual and implied, arising pursuant to its contract with Defendant and imposed by law.
16. Pursuant to Clause 16.6 of its Bill of Lading, Plaintiff is entitled to attorney's fees and costs incurred in collecting sums due Plaintiff, or in the event that any action is necessary, to enforce the terms of the contract. Plaintiff herein has engaged the services of legal counsel to enforce the terms of the contract and is entitled to recover reasonable fees in an amount according to proof at trial.

**COUNT II
(Monies Due on Open Account)**

17. The allegations of paragraphs 1 through 16 are incorporated by reference and are realleged as if fully set forth herein.

18. Within the last approximately 29 months on a written open book account for money due, Defendants became indebted to Plaintiff in the amount of \$174,412.50.
19. Neither the whole nor any part of the above sum has been paid and there is now due, owing and unpaid from Defendants to Plaintiff the sum of \$174,412.50, together with interest thereon at the legal rate.

IV.

PRAYER

WHEREFORE, Plaintiff prays as follows for all causes of action:

1. That judgment be entered in favor of Plaintiff for the total amount of its claim in the amount of One Hundred Seventy-Four Thousand Four Hundred Twelve Dollars and Fifty Cents (\$174,412.50), together with prejudgment interest at the legal rate;
2. For the costs of the suit herein;
3. For reasonable attorney's fees; and
4. For such other and further relief as this court may deem just and proper.

Respectfully submitted,


Linda D. Regenhardt VSB 27455
Rachel J. Goldstein VSB 45679
Bailey Gary P.C.
8500 Leesburg Pike, Suite 7000
Vienna, VA 22182
Tel. 703.848.2828
Fax. 703.893.9276


John F. Woods*
BERNSTEIN & FELDMAN, P.A.

900 Bestgate Road, Suite 200
Annapolis, MD 21401
Tel. (410) 573-0017
Fax (410) 573-0049

*Attorneys for Plaintiff
Damco USA, Inc.*

*Motion for admission
pro hac vice pending

Dated: August 12th, 2010

D&S Limited

Date: 10/16/09

Client Name: Draft Cargoways India

Address: 354 Ebaugh Drive
Leesburg, VA 20175

Amount: \$174,412.50

Phone # 866-323-0410

Fax # 631-206-9188

Cell Phone # _____

Email Address usaopr@draftcargoways.com

Documents Attached :

Statement	<input checked="" type="checkbox"/>
Invoice	<input checked="" type="checkbox"/>
Arrival Notice	<input checked="" type="checkbox"/>
NSF Check	<input type="checkbox"/>
D&B Report	<input type="checkbox"/>
System Comments	<input type="checkbox"/>

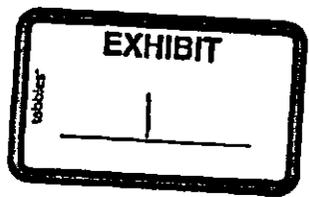
Contact 1: _____

Contact 2: _____

Comments: Send directly to legal

Prepared By _____

Chris M. King
 Approved By _____



Client Name	Client Id	Invoice No.	Trans Date	File No.	Reference	House Ref	Amount
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-036824-03	7/10/2008	20-40-036824	MAEU855934680	CCU0005523	1,050.00
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-036824-04	7/16/2008	20-40-036824	MAEU855934680	CCU0005523	13,275.00
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-035834-02	9/11/2008	20-40-035834	MAEU855717263	CCU0005271	10,462.50
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-038159-02	9/11/2008	20-40-038159	MAEU856708990	CCU0005727	35,325.00
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-038159-02	9/11/2008	20-40-038159	MAEU856723524	CCU0005739	38,475.00
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-038160-02	9/11/2008	20-40-038160	MAEU856723537	CCU0005743	66,600.00
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-038161-02	9/26/2008	20-40-038161	MAEU856796630	CCU0005748	2,925.00
DRAFT CARGOWAYS INDIA	DRFTCARWY	20-40-040077-02	11/12/08	20-40-040077	MAEU857308047	CCU0005978	6,300.00
							174,412.50

EXHIBIT 3.



CC: 03
 OGC
 omD
 Comm (12)
 BPA
 BCL
 BSC
 CADES
 F-10

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2010 JUN -8 AM 11:37

FEDERAL MARITIME COMMISSION

FEDERAL MARITIME COMMISSION

46 CFR Parts 520, 532

Docket No. 10-03

NVOCC Negotiated Rate Arrangements

COMMENTS OF DAMCO A/S

Damco A/S ("Damco") is a Danish corporation which is part of the A.P. Moller - Maersk Group's logistics activities. Damco A/S is an unlicensed NVOCC, lawfully registered with the Federal Maritime Commission ("FMC"), with a valid surety bond filed with the FMC and published tariffs. Damco has over 10,000 employees operating in 289 owned offices globally and is represented in 120 countries. In the U.S., Damco USA Inc. is a licensed OTI which operates under several trade names including Damco Sea and Air, Damco Maritime and Maersk Logistics. Damco USA acts as Damco's agent in the United States. Detailed information about Damco is readily available on our website at <http://www.damco.com/Pages/default.aspx>.

Damco has reviewed the FMC's Notice of Proposed Rulemaking ("NPRM"). As proposed in the NPRM, the FMC would only apply the exemption to "licensed NVOCCs." DAMCO would favor the proposed rule only if the exemption is available to all NVOCCs from publishing rate tariffs.

In Damco's opinion limiting the exemption solely to licensed NVOCCs will create significant distortions in the global marketplace as unlicensed NVOCCs who normally compete with licensed NVOCCs will be unable to compete using privately agreed NRAs. Shippers who believe that NRAs will provide them an opportunity to negotiate private rates may shun doing business with NVOCCs where their rates are published in a public tariff. Damco believes that it will be competitively harmed if its competitors can enter into NRAs and it cannot. Additionally, if unlicensed NVOCCs could not exercise the exemption for rate tariff publication, such unlicensed NVOCCs would have a further competitive disadvantage of having to pay certain administrative costs to tariff publishers to publish a rate tariff that its licensed NVOCC competitors might not have.

While the NPRM does not explain why the FMC chose to limit application of the exemption solely to licensed NVOCCs¹, Damco notes that if part of the rationale is the perception that the FMC

¹ The lack of any discussion of the reasons the proposal is limited solely to licensed NVOCCs may constitute a flaw to the rule if it is adopted without change and it is challenged in the U.S. Court of Appeals.

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 21 Dampfaergevej
 2100 Copenhagen OE
 Denmark

Phone: +45 33635596
 Email: cenlawcorp@maersk.com
www.damco.com
 CVR no. 30494350



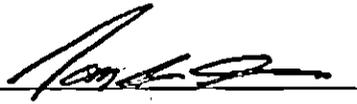
would have a more difficult time getting documents from unlicensed NVOCCs, Damco would be fully prepared to provide copies of NRAs to the FMC upon reasonable and timely requests for such documents. Damco would support an amendment to the proposed rule that makes it a condition for using the rate tariff publishing exemption that all participating NVOCCs will agree in writing to produce NRAs as reasonably requested by the FMC's Bureau of Enforcement. The FMC could also require that unlicensed NVOCCs maintain their NRA files at the offices of their U.S. agents as a condition for using the rate tariff exemption.

For all of the reasons set forth herein, Damco respectfully requests that the proposed rule apply to all NVOCCs, licensed and unlicensed.

Thank you for your affirmative consideration of these comments.

Respectfully submitted,

Damco A/S

By 

Jan K. Andersen

On behalf of Damco A/S

June 4, 2010

Damco A/S
21 Dampfaergevej
2100 Copenhagen OE
Denmark

Phone: +45 33635596
Email: cenlawcorp@maersk.com
www.damco.com
CVR no. 30494350

2

EXHIBIT 4.



Rule Detail

Organization: DAMCO A/S(020956)
Tariff: DAMCO A/S WORLDWIDE FREIGHT TARIFF FMC-001(DMCQ-001)
Rule: NVOCCs in Foreign Commerce: Bonds and Agents(24)

Filing Information:

Filed: 29Apr2010
Effective: 01May2010
Expires:
Thru:

Amendment Type: I
Status: Filed
Special Case:

A. BONDING OF NVOCCs:

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 583.4 to ensure the financial responsibility of the Carrier for the payment of any judgement for damages arising from its transportation-related activities, order for reparations issued pursuant to Section 11 of the Shipping Act of 1984 or penalties assessed pursuant to Section 13 of the Shipping Act of 1984.
2. Bond No. NVOC1191
3. Name of Surety Company that issued the bond:
Safeco Insurance Company of America

B. RESIDENT AGENT:

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is as shown in paragraph 3 below. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary, Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.
2. Service of administrative process, other than subpoenas, may be effected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.
3. Name and Address of Resident Agent:

Damco USA / Attorney in Fact for Damco A/S
7 Giralda Farms, Madison, NJ 07940

ALL INFORMATION CONTAINED WITHIN THIS TARIFF IS TRUE AND ACCURATE AND
NO UNLAWFUL ALTERATIONS WILL BE PERMITTED.

For Explanation of Abbreviations and Reference Marks, see rule 28 and 29

For Tariff Access Information see rule 30.

For Security Bonding see rule 24.

* = Future Revision ◆ = Required Field

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EXHIBIT 5.



Rule Detail

Organization: DAMCO USA(022472)
 Tariff: DAMCO USA WORLDWIDE FREIGHT TARIFF FMC-002(022472-002)
 Rule: NVOCCs in Foreign Commerce: Bonds and Agents(24)

Filing Information:

Filed: 13May2010
 Effective: 13May2010
 Expires:
 Thru:

Amendment Type: IR
 Status: Filed
 Special Case:

A. BONDING OF NVOCCs:

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 583.4 to ensure the financial responsibility of the Carrier for the payment of any judgement for damages arising from its transportation-related activities, order for reparations issued pursuant to Section 11 of the Shipping Act of 1984 or penalties assessed pursuant to Section 13 of the Shipping Act of 1984.
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3. Name of Surety Company that issued the bond:

Safeco Insurance Company of America

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2. Service of administrative process, other than subpoenas, may be effected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.
3. Name and Address of Resident Agent:

Damco USA / Attorney in Fact for Damco A/S
7 Giralda Farms, Madison, NJ 07940

ALL INFORMATION CONTAINED WITHIN THIS TARIFF IS TRUE AND ACCURATE AND
NO UNLAWFUL ALTERATIONS WILL BE PERMITTED.

For Explanation of Abbreviations and Reference Marks, see rule 28 and 29

For Tariff Access Information see rule 30.

For Security Bonding see rule 24.

* = Future Revision ◆ = Required Field

This page was generated by ORCRODRI on 29Oct2010 at 10:31 AM, EDT.

EXHIBIT 6.

THE PARTIES

3. The plaintiff is a corporation validly existing and in good standing under the laws of Florida.
4. The defendant operates and holds its principal place of business in Virginia, and upon information and belief, Maxam is a foreign corporation which has its "world headquarters" in Virginia but which has not duly registered as such to do business in Virginia, and provides for export certain turn-key design-build services employing precast concrete panel construction systems.
5. Plaintiff, a subsidiary of the A.P. Moller-Maersk Group in Denmark (collectively, "Maersk"), provides U.S.-based supply chain management and freight forwarding services relating to the transportation of goods, including international shipments by sea.

III.

VIOLATIONS ALLEGED

6. At all times relevant hereto, plaintiff was the duly appointed agent of Maersk, an ocean carrier and common carrier of goods for hire between United States ports and foreign ports, which carrier properly filed a schedule of its tariffs for the transportation of goods of the type and between the ports or areas as hereinafter alleged.
7. The bills of lading relating to the shipments that are the subject matter hereof provide, *inter alia*, that "[a]ll of the Persons coming within the definition of "Merchant" in clause 1 shall be jointly and severally liable to the Carrier for the due fulfillment of all

obligations undertaken by the Merchant in this bill of lading. [Clause 15.1]. As the named Shipper, defendant comes within the definition of "Merchant."

8. The bills of lading further provide, *inter alia*, as follows:

16.2 Full Freight shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

* * *

16.5 All Freight shall be paid without any set-off, counter-claim, deduction or stay of execution at latest before delivery of the Goods.

16.6 If the Merchant fails to pay the Freight when due he shall be liable also for payment of service fee or interest due on any outstanding sum, reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or its authorized agent, shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

9. Under the Shipping Act of 1924, 46 U.S.C.A §§ 40101 *et seq.*, plaintiff is under legal compulsion to collect the entire freight and other charges set forth in its tariff. Failure on the part of plaintiff to collect the entire amount may subject it to penalties.
10. Defendant is in violation of the Shipping Act by its failure to pay the full freight charges as set forth in plaintiff's tariff.

III.

VIOLATIONS ALLEGED

COUNT I (Breach of Contract)

11. Plaintiff incorporates the allegations set forth in paragraphs 1 through 10 by reference and said matters are realleged as if fully set forth herein.

12. During the period from approximately July, 2008 to October, 2008, defendant was the owner, exporter, shipper and/or consignee of various shipments for which proper bills of lading and freight bills were issued by or on behalf of plaintiff as agent for Maersk. The said shipments were transported between United States and foreign ports on board vessels owned or operated by Maersk for which freight charges in the total amount of \$ 28,512.00 lawfully were incurred pursuant to the aforesaid tariff and contracts of carriage.
13. As a direct result of the aforesaid carriages, defendant agreed and otherwise became bound to pay the ocean freight and related charges in the total amount of \$28,512.00, together with interest thereon at the legal rate.
14. Plaintiff has demanded payment of the outstanding ocean freight charges from defendant, but the freight charges have not been paid.
15. Plaintiff has performed each and all of its obligations, actual and implied, arising pursuant to its contract with defendant and imposed by law.
16. Pursuant to clause 16.6 of its bill of lading, plaintiff is entitled to attorney's fees and costs incurred in collecting sums due plaintiff, or in the event that any action is necessary, to enforce the terms of the contract. Plaintiff has engaged the services of legal counsel to enforce the terms of the contract and is entitled to recover reasonable fees in an amount according to proof at trial.

COUNT II
(Monies Due on Open Account)

17. The allegations of paragraphs 1 through 16 are incorporated by reference and are realleged as if fully set forth herein.

18. Within the last [number of years/months] years/months on a written open book account for money due, defendants became indebted to plaintiff in the amount of \$28,512.00.
19. Neither the whole nor any part of the above sum has been paid and there is now due, owing and unpaid from defendant to plaintiff the sum of \$28,512.00, together with interest thereon at the legal rate.

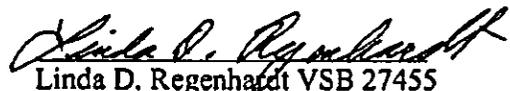
IV.

PRAYER

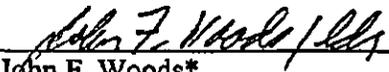
WHEREFORE, plaintiff prays as follows for all causes of action:

1. That judgment be entered in favor of plaintiff for the amount of Twenty Eight Thousand Five Hundred Twelve Dollars (\$28,512.00), together with prejudgment interest at the legal rate;
2. For the costs of the suit herein;
3. For reasonable attorney's fees; and
4. For such other and further relief as this court may deem just and proper.

Respectfully submitted,



Linda D. Regenhardt VSB 27455
Rachel J. Goldstein VSB 45679
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8500 Leesburg Pike, Suite 7000
Vienna, VA 22182
Tel. 703.848.2828
Fax 703.893.9276
lregenhardt@baileygary.com


John F. Woods*
BERNSTEIN & FELDMAN, P.A.
900 Bestgate Road, Suite 200
Annapolis, MD 21401
Tel. (410) 573-0017
Fax (410) 573-0049

*Attorneys for Plaintiff
Damco USA, Inc.*

*Motion for admission
pro hac vice pending

Dated: August 18th, 2010

ORIGINAL

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BEFORE THE
FEDERAL MARITIME COMMISSION: 41

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

DRAFT CARGOWAYS INDIA (PVT.) LTD.

Complainant,

v.

DAMCO USA, INC.
DAMCO A/S
A.P. MOLLER-MAERSK A/S

Respondents.

DOCKET NO. 10-10



**COMPLAINANT'S FIRST SET OF INTERROGATORIES AND REQUESTS
FOR ADMISSIONS AND PRODUCTION OF DOCUMENTS**

Complainant DRAFT CARGOWAYS INDIA (PVT.) LTD. ("DRAFT") requests Respondents DAMCO USA, INC. ("DAMCO US"), DAMCO A/S and A.P. MOLLER-MAERSK A/S ("MAERSK") to admit in writing, under oath, the truth of matters set forth below in accordance with Rules 201 and 207 of the Federal Maritime Commission's Rules of Practice and Procedure, 46 C.F.R. §502.201 and §502.207, to answer fully in writing, under oath, the interrogatories set forth below in accordance with Rule 205, 46 C.F.R. §502.205, and to produce copies of the documents identified below, in accordance with Rule 206, 46 C.F.R. §502.206.

A. INSTRUCTIONS.

1. Interrogatories and admissions are to be answered in writing and under oath. Your answers to interrogatories and admissions are to be served on Complainant DRAFT within thirty (30) days after the service of this request. Documents are to be produced

within thirty (30) days after the service of this request and at the office of Complainant's attorneys. Alternatively, documents to be produced may be mailed to Complainant's attorneys at the below address within thirty (30) days after the service of this request.

2. Documents should be produced as they are kept in the usual course of business and organized and labeled to correspond to the request to which they are primarily responsive.

3. If any documents requested are claimed to be privileged or withheld for any other reason, please list the following for each item withheld:

- (a) a description of the nature and contents of the document withheld;
- (b) the name, address and employment of the individual from whom the document emanated;
- (c) the name, address and employment of the individual(s) to whom the withheld document was directed;
- (d) the name, address and employment of each person or entity that received, reviewed, or has seen a copy of the withheld document, together with a description of the method by which such person or entity received the material;
- (e) the date the document bears;
- (f) the privilege claimed or other reason for withholding the document; and
- (g) the full name and complete current address of the present custodian of the document.

4. If any document herein requested was formerly in your possession, custody, or control and has been lost or destroyed, you are requested to submit in lieu of the document a written statement that:

- (a) describes in detail the nature of the document and its contents;
- (b) identifies the person(s) who prepared or authored the document and, if applicable, the person(s) to whom the document was sent;
- (c) specifies the dates on which the document was prepared and transmitted; and
- (d) specifies the date on which the document was lost or destroyed, and, if destroyed, the conditions of, or reasons for, such destruction and identifies the person(s) requesting and the person(s) performing the destruction.

5. The period covered by these Request for Admissions, Interrogatories and Production of Documents begins August 29, 2007 until the present and shall be deemed to continue so as to require production up to the trial of this matter. If your answer is different for different times during that period, please answer separately with respect to each such time period.

6. Wherever you object to a particular request, or portion thereof, you must produce all documents called for that are not subject to the objection. Similarly, whenever a document is not produced in full, please state with particularity each and every reason or reasons it is not being produced in full, and describe, to the best of your knowledge, information, and belief, and with as much particularity as possible, those portions of the document that are not produced.

7. These requests are continuing, and any document, information, or knowledge obtained or located subsequent to your response hereto is to be supplied to Respondents.

B. DEFINITIONS.

The following definitions shall govern the Interrogatories and Requests for Admissions and Production of Documents presented below and your responses thereto:

A. "Complainant" or "DRAFT" refers to DRAFT CARGOWAYS INDIA (PVT.) LTD., Complainant in this Complaint with an address as stated in the Complaint, and shall embrace and include, in addition to DRAFT, all agents, employees, servants, representatives, attorneys, private investigators, accountants and any and all others who are in a position to obtain or who may have obtained information for or on behalf of DRAFT.

B. "Respondents", "you", or "your", refers collectively to Respondents DAMCO USA, INC. ("DAMCO US"), DAMCO A/S and A.P. MOLLER-MAERSK A/S ("MAERSK") in the Complaint with addresses as stated in the Complaint

C. "DAMCO US" refers to DAMCO USA, INC., and shall embrace and include, in addition to DAMCO US, all agents, employees, servants, representatives, attorneys, private investigators, accountants and any and all others who are in a position to obtain or who may have obtained information for or on behalf of DAMCO US.

D. "DAMCO A/S" refers to DAMCO A/S, and shall embrace and include, in addition to DAMCO A/S, all agents, employees, servants, representatives, attorneys, private investigators, accountants and any and all others who are in a position to obtain or who may have obtained information for or on behalf of DAMCO A/S.

E. "MAERSK" refers to A.P. MOLLER-MAERSK A/S, and shall embrace and include, in addition to MAERSK, all agents, employees, servants, representatives, attorneys, private investigators, accountants and any and all others who are in a position to obtain or who may have obtained information for or on behalf of MAERSK.

F. "Document" means and includes the original and all non-identical copies (including copies having notations or markings thereon) of any "Record," as defined in paragraph F, below, written, recorded or, graphic matter however produced, reproduced, or fixed in tangible medium of expression, of every kind and regardless of where located, including but not limited to any summary, calculations, schedule, memorandum, note, statement, letter, telegraph, inter- or intra-office communication, logs, handbooks, manuals, correspondence, report, diary, wall desk. Pocket or other calendar or notebook, day book, appointment book, pamphlet, periodical, bills, receipts, invoices, contracts, agreements, work sheet, list, graph, motion picture, photograph, x-ray or other machine-produced picture or depiction of any kind, chart, index, tape, record, drawing, partial or complete report or notes of telephone or oral conversation, compilation, tabulation, computer-stored memory component or device, study, analysis, transcript, minutes, data sheet, data processing card or tape, phone records, and all memorials of any conversations, meetings or conferences, by telephone or otherwise, and any other writing, notation or recording in the possession, your care, custody or control and in the care, custody or control of your managers, members, directors, officers, employees, agents, servants, representatives, past or present predecessors, affiliates, independent contractors, subcontractors, outside advisors or consultants, auditors, financial consultants, bookkeepers, accountants, investigators, assignees, trustees, partners, joint venturers, or

other representatives of any kind, and any other person acting or purporting to act on your behalf, for your benefit or under your control, either directly or indirectly.

G. "Record" means and includes, but not limited to, all "Documents" as defined above, and all books of account and other books of every kind, journals, ledgers, statements, instruments, files, messages, writings of every kind, and other internal, external or other data or information of every description made or received by you in the regular course of business or otherwise, regardless of the mode in which it is recorded; the original of any such record stored or transmitted in or by means of any electronic, computerized, mechanized, or other information storage or retrieval or transmission system or device which can upon request generate, regenerate, or transmit the precise data or other information comprising the record, and an original also includes the visible data or other information so generated, regenerated, or transmitted if it is legible or can be made legible by enlargement of other process.

H. "Communication" means any oral or written statement, dialogue, conversation, or discussion and may be in the form of but not limited to, documents and electronic transmissions.

I. "Electronically stored information" or "ESI" refers to and shall include information stored in a medium from which it can be retrieved and examined, including information that is stored by an end user, application, operating system or file system, and includes file system data, content, metadata, file name data, application data and operating system data. ESI includes data of any type, in any format, including data resident at any physical location on any type of electronic media, regardless of the "logical" characteristics or properties assigned to the data by any operating system or

application, including any data from which intelligence can be perceived with or without the use of any detection devices, software programs, applications, devices, file systems, or operating systems, including devices, programs, applications, file systems and operating systems other than those presently used or available to defendant to interpret data on electronic media. ESI includes, without limitation, user-created data such as word processing documents, spreadsheets, graphics, animations, presentations, email and attachments, audio, video and audiovisual recordings, and voicemail that are related to a claim or defense of a party, or which identifies a person or thing that is, in turn, discoverable. ESI is to be produced in native electronic format. ESI is to be extracted and produced using protocols that do not modify the content or metadata. Specifically, ESI includes:

- 1) Data resident in the following areas of any electronic media:
 - (a) File and RAM slack areas;
 - (b) Unallocated areas of electronic media;
 - (c) Swap file areas;
 - (d) Allocated areas of electronic media; and
- 2) Data that identifies all the logical and physical characteristics of all data produced in response to this request, including but not limited to:
 - (a) File modification, access, and created date and times;
 - (b) Sector location at which the data exists;
 - (c) Identification of the electronic media on which the data is
resident.

J. The term "Computer media" includes all devices or things capable of creating or storing ESI.

K. "Proceeding" means the proceeding captioned DRAFT CARGOWAYS INDIA (PVT.) LTD., v. DAMCO USA, INC., DAMCO A/S and A.P. MOLLER-MAERSK A/S ("MAERSK") and A.P. MOLLER-MAERSK GROUP before the Federal Maritime Commission.

L. "Complaint" refers to the Complaint filed by Complainant on or about October 29, 2010 in the Proceeding.

M. As used herein, the words "and" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other wherever such dual construction will serve to bring within the scope of the request any document that would otherwise not be brought within its scope.

N. As used herein, the singular form shall include the plural and vice-versa wherever such dual construction will serve to bring within the scope of this request any documents that would otherwise not be brought within its scope.

O. The term "identify or identification," when used in reference to an individual person, means to state the person's full name, present residence and business addresses and residence and business telephone numbers and the person's present or last known title, position, and business affiliation.

P. The term "identify or identification," when used in reference to a document, record, communication or other tangible thing, means to state the date and author, type of document (e.g., letter, memorandum, telegram, chart, etc.), and all other means of

identifying it, and its present location and custodian. If any such document, record, communication or other tangible thing was, but is no longer in your possession, custody, or control, state what disposition was made of such document and identify and its present location and custodian.

REQUEST FOR ADMISSIONS

REQUEST FOR ADMISSIONS No. 1

Admit that Attachment A is true and correct copies of DAMCO A/S' bills of lading Nos. CCU0005727, CCU0005739, CCU0005743, CCU0005746, CCU0005951.

REQUEST FOR ADMISSIONS No. 2

Admit that DAMCO A/S' tariff did not contain any detention or demurrage provisions during the period commencing on or about December 2007 continuing through on or about November 2008.

REQUEST FOR ADMISSIONS No. 3

Admit that for the shipments subject of this proceeding as listed herein in Paragraph 6 of the Complaint, DAMCO A/S, a foreign domiciled NVOCC, registered with the FMC, utilized as its delivery agent in the United States DAMCO US, a licensed Ocean Transportation Intermediary.

REQUEST FOR ADMISSIONS No. 4

Admit that DAMCO US, invoiced and collected and/or attempted to collect amounts from Complainant for demurrage and detention for shipments in the amount of \$174,412.50 for containers shipped pursuant to shipments made on DAMCO A/S bills of lading as identified in Paragraph 6 a) through g) in the Complaint.

REQUEST FOR ADMISSION No. 5

Admit that DAMCO US, invoiced and collected amounts from Complainant for demurrage and detention for shipments in the amount of \$6,300.00 for container(s) shipped pursuant to shipments made on DAMCO A/S bill of lading as identified in Paragraph 6 g) of the Complaint---i.e., bill of lading, CCU0005978.

REQUEST FOR ADMISSIONS No. 6

Admit that DAMCO US, invoiced and collected amounts from Complainant for demurrage and detention for shipments in the amount of \$14,425.00 for container(s) shipped pursuant to shipments made on DAMCO A/S bills of lading as identified in Paragraph 6 a), b), e), f) and g) of the Complaint---i.e., bills of lading, CCU0005351, CCU0005523, CCU0005727, CCU0005743, CCU0005746.

REQUEST FOR ADMISSIONS No. 7

Admit that DAMCO A/S did not publish an effective initial "Free Time and Demurrage" provision in their tariff until May 1, 2010, a time not relevant to subject shipments and that the provision provides:

Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed in their tariffs or agreements, assessed by vessel operators on whose vessel cargo is /was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading will be for the account of cargo without in any way affecting the liability of the carrier of the condition of cargo.

REQUEST FOR ADMISSIONS No. 8

Admit that DAMCO US did not issue bills of lading and freight bills as agent for MAERSK with regard to the DAMCO A/S shipments and corresponding demurrage and detention charges described in Paragraph 6 of the Complaint.

REQUEST FOR ADMISSIONS No. 9

Admit that for the shipments subject of this proceeding as listed herein in Paragraph 6 of the Complaint, DAMCO US did not provide to the United States District Court for the Eastern District of Virginia, in the Complaint filed on or about August 19, 2010, by DAMCO US against DRAFT did not provide copies of MAERSK or DAMCO A/S bills of lading as exhibits to that Complaint.

REQUEST FOR ADMISSIONS No. 10

Admit that Respondents have attempted to impose the terms and conditions of MAERSK's bills of lading and tariffs with regard to the collection and attempted collection of demurrage and detention with regard to the shipments subject of this proceeding as listed in Paragraph 6 of the Complaint

REQUEST FOR ADMISSIONS No. 11

Admit that some demurrage and detention which MAERSK invoiced occurred due to non-availability of chassis at terminals, or untimely updated terminal release status, or DAMCO US agreement to extend free time to DRAFT due to the aforementioned circumstances, and then by MAERSK failing to uphold the agreements entered into by DAMCO US.

REQUEST FOR ADMISSIONS No. 12

Admit that Respondents knowingly disclosed, offered, solicited and received information concerning the nature, kind, quantity, destination, consignee, and routing of the property tendered or delivered to DAMCO A/S without the consent of DRAFT and inappropriately disclosed that information to competitors---i.e., MAERSK.

REQUEST FOR ADMISSIONS No. 13

Admit that MAERSK, DAMCO US, and DAMCO A/S knew at the time of filing the Complaint in the Eastern District of Virginia on or about August 19, 2010, that DAMCO A/S' tariff did not contain any detention or demurrage provisions during the period commencing on or about December 2007 continuing through on or about November 2008 in the U.S. trades.

INTERROGATORIES

INTERROGATORY NO. 1:

Identify each and every person assisting you or providing advice, assistance or information to you in connection with your response to these Interrogatories and Requests for Admission and Production of Documents.

INTERROGATORY NO. 2:

Identify all current and former staff of each Respondent with any knowledge of the shipments subject of this proceeding. In your response, please include the period of time in which each person identified was employed by each Respondent.

INTERROGATORY NO. 3:

Identify all current and former staff of each Respondent which were consulted to respond to Requests for Admissions.

INTERROGATORY NO. 4:

Identify all invoices issued by MAERSK, by date, customer, and invoice number submitted by DAMCO US and/or DAMCO A/S to their customers for shipments made pursuant to DAMCO US and/or DAMCO A/S bills of lading related to detention

and/demurrage for the period commencing August 29, 2007, through and including May 1, 2010.

INTERROGATORY NO. 5:

Identify all invoices issued by MAERSK, by date, customer, and invoice number submitted by DAMCO US and/or DAMCO A/S to DRAFT or DRAFT's customers related to detention and/demurrage for shipments subject of this proceeding.

INTERROGATORY NO. 6:

Identify all invoices issued by MAERSK, by date, customer, and invoice number submitted by DAMCO US and/or DAMCO A/S to the customers related to detention and/demurrage for shipments subject of the complaint filed in the United State District Court for the Eastern District of Virginia, DAMCO USA, Ind. V. MAXAM INDUSTRIEC, INC., Case No. 1:10 cv 928 TSE/TCB.

INTERROGATORIES NO. 7.

Identify all invoices, issues by DAMCO US and/or DAMCO A/S to DRAFT related to detention and/demurrage for shipments subject of this proceeding.

INTERROGATORY NO. 8:

Identify all invoices issued by DAMCO US and/or DAMCO A/S to the customers related to detention and/demurrage for shipments subject of the complaint filed in the United State District Court for the Eastern District of Virginia, DAMCO USA, Ind. V. MAXAM INDUSTRIEC, INC., Case No. 1:10 cv 928 TSE/TCB.

INTERROGATORY NO. 9:

Identify all MAERSK bills of lading by date and number, which correspond to MAERSK invoices indentified in Interrogatories Nos. 4-8.

INTERROGATORY NO. 10:

Identify all DAMCO US and DAMCO A/S' bills of lading by date and number, which correspond to MAERSK invoices indentified in Interrogatories Nos. 4-8 and/or MAERSK bills of lading identified in Interrogatory No. 9.

INTERROGATORY NO. 11:

Identify all DAMCO A/S tariff rules effective during the period subject of this proceeding relating to detention and/or demurrage.

INTERROGATORY NO. 12:

Identify all DAMCO A/S tariff rules effective during the period subject of this proceeding relating to detention and/or demurrage for the shipments subject of the complaint filed in the United State:District Court for the Eastern District of Virginia, DAMCO USA, Ind. V. MAXAM INDUSTRIEC, INC., Case No. 1:10 cv 928 TSE/TCB.

INTERROGATORY NO. 13:

Identify, and provide the following information for each shipment for which DAMCO US and/or DAMCO A/S submitted invoices to their customers for detention and/or demurrage for the period commencing August 29, 2007 up through and including April 30, 2010:

- a. DAMCO A/S' bill of lading number and date;
- b. MAERSK bill of lading number and date;
- c. DAMCO A/S and/or DAMCO US' invoices number and date;
- d. MAERSK invoices number and date;
- e. The actual amount of detention and/or demurrage invoiced and/or collected by DAMCO A/S and or DAMCO US;

- f. The actual amount of detention and/or demurrage invoiced and/or collected by MAERSK;
- g. The applicable detention and demurrage clauses in DAMCO A/S' tariff relating to these invoices;
- h. The applicable detention and demurrage clauses in MAERSK's tariff related to these invoices;
- i. If no detention and/or demurrage provisions applied, the basis for determining the amount of detention and/or demurrage;
- j. Identity of the customer to be billed for DAMCO A/S and/or DAMCO US' invoices;
- k. The identity of the customer to be billed by MAERSK invoices.

INTERROGATORY NO. 14:

Identify the tariff or other basis upon which DAMCO A/S and/or DAMCO US relied to invoice and/or collect detention and/or demurrage from DRAFT for the shipments subject of this proceeding.

INTERROGATORY NO. 15:

Identify the tariff or other basis upon which MAERSK relied to collect detention and/or demurrage from DRAFT for the shipments subject of this proceeding.

INTERROGATORY NO. 16:

Identify the tariff or other basis upon which DAMCO A/S and/or DAMCO US relied to collect detention and/or demurrage for the shipments subject of the complaint filed in the United State District Court for the Eastern District of Virginia, DAMCO USA, Ind. V. MAXAM INDUSTRIEC, INC., Case No. 1:10 cv 928 TSE/TCB.

INTERROGATORY NO. 17:

Identify the tariff or other basis upon which MAERSK relied to invoice detention and/or demurrage directly to DAMCO A/S' customer for the shipments subject of the complaint filed in the United State District Court for the Eastern District of Virginia, DAMCO USA, Ind. V. MAXAM INDUSTRIEC, INC., Case No. 1:10 cv 928 TSE/TCB.

INTERROGATORY NO. 18:

Identify each person whom you expect to call as an expert witness at trial, and for each such person, please provide the following:

- (A) the subject matter on which the expert is expected to testify;
- (B) the substance of the facts and opinions to which the expert is expected to testify; and
- (C) a summary of the grounds for each opinion.

INTERROGATORY NO. 19

Identify each person whom you have retained, employed or consulted as an expert in anticipation of litigation or preparation for trial in this matter, whether or not such person is expected to be called as a witness at trial.

INTERROGATORY NO. 20

Identify all persons with any information or knowledge relevant to the claims set forth in the Complaint who have not been identified in response to any of the foregoing Interrogatories. For each person identified, please provide a summary of their information or knowledge as to the claims set forth in the Complaint.

INTERROGATORY NO. 21

Identify each person from whom you have obtained a written or recorded statement concerning the facts or circumstances of the subject matter of this suit, the date on which the statement was made, and the identity of each person who has a copy of the statement.

INTERROGATORY NO. 22

Identify each recording, whether audio or video that you have obtained that concerns or references the facts or circumstances of the subject matter of this suit, the date on which the recording(s) was made, and the identity of each person who has a copy of the recording.

INTERROGATORY NO. 23

Identify and describe any and all communications you had with DRAFT that are in any way related to the subject matter of the Complaint.

INTERROGATORY NO. 24

Identify and describe any and all communications you had with all other parties other than DRAFT that are in any way related to the subject matter of the Complaint.

INTERROGATORY NO. 25

Identify all persons who may have communicated on your behalf with any regulatory agency (including, but not limited, to the Federal Maritime Commission) regarding subject matter.

INTERROGATORY NO. 26

Identify the persons most knowledgeable about your retention policies with respect to documents, records, e-mails, and electronically stored information.

INTERROGATORY NO. 27

Identify by name the customer which is identified in MAERSK invoices subject of this proceeding for demurrage and detention by Customer No. 331c2001850.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1

DAMCO A/S' bills of lading Nos. CCU0005523, CCU0005271 and CU0005978.

REQUEST FOR PRODUCTION 1.A.

Bills of lading issued from on or after August 29, 2007 through and including May 1, 2010, by DAMCO A/S' or its agents for all shipments wherein MAERSK acted as the underlying ocean common carrier in the United State trades for which DAMCO A/S, DAMCO US, and/or MAERSK invoiced and or collected for demurrage and/or detention.

REQUEST FOR PRODUCTION 1.B.

Bills of lading issued from on or after August 29, 2007 through and including May 1, 2010, by MAERSK or its agents for all shipments wherein MAERSK acted as the underlying ocean common carrier in the United State trades in which DAMCO A/S, and/or DAMCO US are identified as shipper and/or consignee for which demurrage and/or detention was invoiced and/or collected.

REQUEST FOR PRODUCTION 1.C.

Invoices issued from on or after August 29, 2007 through and including May 1, 2010, by MAERSK or its agents for all shipments wherein MAERSK acted as the underlying ocean common carrier in the United State trades for which demurrage and/or detention was invoiced and/or collected and the Customer No. 331c2001850 is identified on said invoices.

REQUEST FOR PRODUCTION NO. 2.

Produce all documents and ESI which include communications between you and DRAFT for subject matter of this proceeding.

REQUEST FOR PRODUCTION NO. 3.

Please produce all other documents and ESI consulted and/or reviewed by you or your agents in preparing your response to each of the foregoing Interrogatories.

REQUEST FOR PRODUCTION NO.4

Produce all documents and ESI identified or referred to, directly or indirectly, in any of your responses to each of the foregoing Interrogatories.

REQUEST FOR PRODUCTION NO. 5

Produce all documents, videos, audio recordings, and ESI evidencing or relating to any statements (whether written, recorded, transcribed or otherwise memorialized) or affidavits obtained by you or on behalf of you from any person having knowledge of any facts relating to the allegations in the Complaint.

REQUEST FOR PRODUCTION NO. 6

Produce all video tapes, tape recordings, film movies, photos, drawings, sketches, paintings and ESI relating in any way to the claims in this lawsuit.

REQUEST FOR PRODUCTION NO. 7

Produce all documents exchanged with any persons you have retained, employed or consulted with as an expert in anticipation of litigation or preparation for trial in this matter, regardless of whether or not such person is expected to be called as a witness at trial.

REQUEST FOR PRODUCTION NO. 8

Produce all investigative reports of any kind prepared by any individual and provided to you or your counsel concerning the subject matter of this proceeding.

REQUEST FOR PRODUCTION NO. 9

Produce all contracts or agreements, including any unexecuted drafts thereof, between you and DRAFT.

REQUEST FOR PRODUCTION NO. 10

Produce all documents and ESI evidencing, demonstrating or relating in any way to any communications that in any way relates to any contracts or agreements between you and DRAFT.

REQUEST FOR PRODUCTION NO. 11

Produce all documents and ESI evidencing, demonstrating or relating in any way to any communications that in any way relates to any contracts or agreements between you and DRAFT.

REQUEST FOR PRODUCTION NO. 12

Produce all documents and ESI evidencing, demonstrating or relating in any way to any services provided in relation to any contracts or agreements between you and DRAFT.

REQUEST FOR PRODUCTION NO. 13

Produce documents sufficient to identify all of your employees, agents or representatives who in any way communicated with DRAFT began doing business with DRAFT.