

FEDERAL MARITIME COMMISSION

-----X
SMARTSTONE PRIVATE LIMITED

Claimants,

Formal Docket No. 1946(F)

-against-

GENERAL NOLI USA, INC., and
SAVINO DEL BENE FREIGHT FORWARDERS
(INDIA) PVT LTD,

**RESPONSE TO REQUEST FOR
ADDITIONAL INFORMATION**

Respondents.

-----X
Respondent General Noli USA, Inc. (“General Noli”), by its undersigned attorneys, Clyde & Co US LLP, hereby submits its responses to Administrative Law Judge Erin M. Wirth’s Order to Supplement the Record dated February 27, 2015 (the “Order”), upon information and belief as follows:¹

1. Provide documents which show the corporate relationship between Respondent General Noli and Respondent SDB.

No direct corporate relationship exists between respondent General Noli and Respondent SDB, but respondents are affiliates of the same foreign business organization.

2. Provide affidavits or documents showing what role each Respondent played in the shipping and delivery of the shipment in question.

See bill of lading annexed hereto as Document 1.

3. Respondents refer to the terms on the bill of lading. Provide a copy of the bill of lading in question, front and back.

See bill of lading annexed hereto as Document 1.

¹ Respondent Savino Del Bene Freight Forwarders (India) Pvt Ltd (“SDB”), by its undersigned attorneys, Clyde & Co US LLP, respectfully submits that the Federal Maritime Commission has no jurisdiction over SDB as SDB is not a licensed entity or otherwise subject to FMC jurisdiction.

4. If SDB is licensed as a non-vessel-operating common carrier or ocean freight forwarder, provide its license number.

Not applicable.

5. Do Respondents allege that Claimant's shipment was not loaded in good order and condition? If yes, provide evidence supporting that allegation.

Respondents allege that Claimant shipped the wrong goods, that the goods thus were not in actual good order and condition as purchased, and that the consignee therefore declined to make payment. See attached email exchanges between Smartstone and Expo Granite Marble LLC ("Expo Granite"), the buyer, dated:

- (a) March 19, 2012 from Claimant to Expo Granite stating: "[Y]ou did not like the material upon arrival. We take full responsibility for it," annexed hereto as Document 2;
- (b) April 2012 exchanges between Claimant and Expo Granite discussing strategies to resolve dispute, annexed hereto as Document 3; and
- (c) September 25, 2012 from Expo Granite to Claimant recounting discussion had in person with Mr. Aditya of Smartstone and expressly offering Smartstone repossession of the goods, annexed hereto as Document 4.

6. Provide affidavits or documents showing the present status of the shipment.

See documents attached for Item 5.

7. If the shipment was released by Respondents, provide evidence regarding which Respondent released the shipment and to whom it was released. Provide information regarding what document was obtained prior to the shipment's release.

See documents attached for Item 5 and documents regarding General Noli's relationship as forwarding agent for Expo Granite, Smartstone's acceptance that General Noli was acting as forwarder for Expo Granite, and General Noli's release of the subject shipment annexed hereto as Document 5.

8. If Respondents allege that Complainant acted improperly or in violation of the law with regard to the shipment in question, provide evidence supporting that position.

Claimant provided a forged purchase order, with the forged signature of Mr. Said Qartoumy for the subject shipment to Export Credit Guarantee Corporation of India Ltd. ("ECGC") to mislead Expo Granite to pay the full amount of the original invoice. See:

- (a) Email exchange between Expo Granite and General Noli dated August 28, 2014 annexed hereto as Document 2;
- (b) Email Exchange between Expo Granite and Export Credit Guaranty Corporation of India Ltd. annexed hereto as Document 6; and
- (c) The forged purchase order by Smartstone dated December 27, 2011 compared against the sample Expo Granite purchase order dated January 6, 2014 annexed hereto as Document 7.

Dated: New York, New York
March 24, 2015

CLYDE & CO US LLP



John R. Keough, III

Casey D. Burlage

Zoë E. Sajor

The Chrysler Building

405 Lexington Avenue, 16th Floor

New York, New York 10174

Tel: (212) 710 3900

Fax: (212) 710 3950

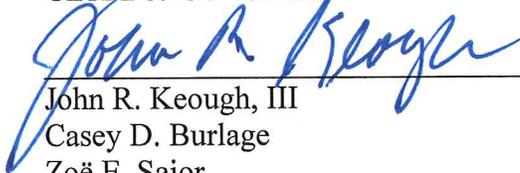
*Attorneys for Respondents General
Noli USA, Inc., and Savino Del Bene
Freight Forwarders (India) Pvt Ltd*

Certificate of Service

I hereby certify that I have this day served the foregoing document upon all parties of record in this proceeding by emailing a copy to each such person in sufficient time to reach such person on the date the document is due to be filed with the Commission.

Dated at New York, New York this twenty-fourth day of March 2015.

CLYDE & CO US LLP



John R. Keough, III
Casey D. Burlage
Zoë E. Sajor
The Chrysler Building
405 Lexington Avenue, 16th Floor
New York, New York 10174
Tel: (212) 710 3900
Fax: (212) 710 3950

*Attorneys for Respondents General
Noli USA, Inc., and Savino Del Bene
Freight Forwarders (India) Pvt Ltd*

Document 1



General Noli USA Inc.

International Freight Forwarders

International Freight Forwarders

General Noli USA Inc.
 148-08 Guy R. Brewer Blvd Jamaica
 11434 New York
 Ph. + 1 718 995 9233
 Fax. +1 718 995 8970
 E-mail:

HOUSE BILL OF LADING

Shipper: SMART STONE PVT LTD., 218 BOMMASANDRA KIADB INDL AREA 3RD PHASE, ANEKAL TALUK ,BANGALORE-560099 INDIA Contact Tel +91 80 27835367 Fax +91 80		Bill of Lading No.: A712005108		FMC #: 18143NF	
Consignee: TO ORDER Contact Tel Fax		File Ref.: Q20006		Issued At: HBR Layout, Bangalore 560043	
Notify: EXPO GRANITE MARBLE LLC., 1055,W SAM HOUSTON PARKWAY,SUITE 100 HOURSON,TX 77043, - U.S.A. Contact Tel Fax		For Delivery apply to: GENERAL NOLI USA - NEW YORK 148-08 Guy R. Brewer Blvd JAMAICA, NY 11413 NY 11413 NY, U.S.A. Contact Tel + 17189959233 Fax +1 7189958970			
Insurance covered by us: Yes No X					

Vessel & Voyage: MAERSK DAUPHIN 1202		Port of Loading: CHENNAI		Place of Receipt: ICD -BANGALORE	
Port of Discharge: HOUSTON		Place of Delivery: HOUSTON,TX-USA		Pre Carriage: BY RAIL	

MARKS AND NUMBERS SHIPPER'S LOAD AND STOW	CTNR # SAID TO CONTAIN WEIGHT/MEASURE	TYPE	SEAL	Pkgs	DESCR. OF GOODS	GWK CY/CY	CBMS
01 - 07 + 01 BOX	MSKU395899/7	20-DR FCL	0329228	8	1X20 GP CONTAINER STC RANDOM POLISHED GRANITE SLABS TOTAL 07 WOODEN CRATES & 01 CARDBOARD BOX KASHMIR GOLD -2 CMS STD 42 SLABS--2814.38 SFT MADURA GOLD -2 CMS 33 SLABS--1816.26 SFT TOTAL 75 SLABS -- 4630.64 SFT SAMPLES 4"X4" ASSORTED COLOURS 50 NOS MADE OUT OF WASTE PACKED IN ONE CARDBOARD BOX INV NO:SSPL/8154/2011-12 DT:03.01.2012	19500.000	

See attached sheet ... TOTAL # 8 CRATES 19500.000 KGS

FREIGHT RATES, CHARGES, WEIGHTS SUBJECT TO CORRECTION		FREIGHT COLLECT	
TOTAL CHARGES TO BE COLLECTED		Received by carrier for shipment by ocean vessel between port of loading and port of discharge, and for arrangement or procurement of pre pre-carriage from place of receipt and on-carrier to place of delivery, where stated above, the goods as specified above in apparent good order and condition unless otherwise stated. The goods to be delivered at the above mentioned port of discharge or place of delivery, whichever applicable, subject always to the exceptions, limitations, conditions and liberties set out on the reverse side hereof, to which the Shipper and/or consignee agrees to accepting this document. IN WITNESS WHEREOF (0) original documents have been signed, not otherwise stated above, one of which being accomplished the others shall be void. DATED AT: HBR Layout, Bangalore 560043 ON: 04/01/2012 ISSUED BY: SAVINO DEL BENE FREIGHT FORWARDERS (INDIA) PVT.LTD Declared value: Read clause concerning extra freight and carrier's limitation of liability on the reverse side hereof.	

DEFINITIONS

"Freight forwarder" (herein called FF) means Multimodal Transport Operator, Agent of the Carrier, NVOCC who issues this BL (or otherwise nominated) and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.

"Merchant" means and includes the Shipper, the Consignor, the Consignee, the Holder of this BL, the Receiver and the Owner of the Goods.

"Consignor" means the person who concludes the multimodal transport contract with the FF.

"Consignee" means the person entitled to receive the goods from the FF.

"Taken in charge" means that the goods have been handed over to and accepted for carriage by the FF at the place of receipt evidenced in this BL.

"Goods" means any article including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the FF, irrespective of whether such property is to be carried on or under deck.

- 1) **Applicability**
Notwithstanding the heading "OCEAN BILL OF LADING" (or otherwise nominated) these conditions shall also apply if more than one mode of transport is used.
- 2) **Issuance of this BL**
 - a) By issuance of this BL the FF:
 - i) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this BL to the place of delivery designated in this BL,
 - ii) assumes liability as set out in these conditions.
 - b) Subject to the conditions of this BL, the FF shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by the BL, as if such acts and omissions were his own.
- 3) **Negotiability and Title to the goods**
 - a) This BL is issued in a negotiable form unless it is marked "non-negotiable." It shall constitute title to the goods and by endorsement of this BL, the holder shall be entitled to receive or to transfer the goods herein mentioned.
 - b) The information in this BL shall be prima facie evidence of the taking in charge by the FF of the goods as described by such information unless a contrary indication, such as "shipper's weight, load and count," "shipper packed container" or similar expressions, has been made in the printed text or superimposed on this BL. However proof to the contrary shall not be admissible when the BL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.
- 4) **Dangerous Goods and Indemnity**
 - a) The Merchant shall comply with rules which are mandatory according to the national law or by reason of the International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the FF in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the FF and indicate to him, if need be, the precautions to be taken.
 - b) If the Merchant fails to provide such information and the FF is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the FF against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto. The burden of proving that the FF knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.
 - c) If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless, if such danger was not caused by the fault and neglect of the FF. He shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.
- 5) **Description of Goods and Merchant's Packing and Inspection**
 - a) The consignee shall be deemed to have guaranteed to the FF the accuracy at the time the goods were taken in charge by the FF, of all particulars relating to the nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion on the BL. The consignee shall indemnify the FF against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars. The consignee shall remain liable even if the BL has been transferred by him. The right of the FF to such an indemnity shall in no way limit his liability under this BL to any person other than the Consignor.
 - b) The FF shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the FF, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the FF if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the FF against all loss, damage, liability and expense so caused.
- 6) **Freight Forwarder's Liability**
 - a) The responsibility of the FF for the goods under these conditions covers the period from the time the FF has taken the goods in his charge to the time of their delivery.
 - b) The FF shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods in his charge as defined in Clause 2, a, unless the FF proves that such loss, damage or delay is the result of his own, his servants or agents or any other person referred to in Clause 2 b has caused or contributed to such loss, damage or delay. However the FF shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the FF and stated in this BL.
 - c) Arrival times are not guaranteed by the FF. However, delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in absence of such agreement, within the time which would be reasonable to require of a diligent FF, having regard to the circumstances of the case.
 - d) If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6 b, the claimant may, in the absence of evidence to the contrary, treat the goods as lost.
 - e) When the FF establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in i-v of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:
 - i) An Act or omission of the Merchant, or person other than the FF acting on behalf of the Merchant or from whom the FF took the goods in charge;
 - ii) Insufficiency or defective condition of the packaging or marks and/or numbers;
 - iii) Handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
 - iv) Inherent vice of the goods;
 - v) Strike, lockout, stoppage or restraint of labour.
 - f) Defences for carriage by sea or inland waterways
 - 1) Notwithstanding Clauses 6 b, 6 c and 6 d the FF shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:
 - (1) Act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship;
 - (2) Fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the FF can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.
- 7) **Paramount Clauses**
 - a) These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of international Conventions or national law applicable to the contract evidenced by this BL.
 - b) The Hague Rules contained in the International Convention for the unification of certain rules relating to BL's, dated Brussels Aug. 25th, 1924, or in those countries where there are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated Feb. 23rd 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways and such provisions shall apply to all goods whether carried on deck or under deck.
 - c) The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this BL or would be applicable but, for the goods being carried on deck, in accordance with a statement on this BL.
- 8) **Limitation of Freight Forwarder's Liability**
 - a) Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this BL, they should have been so delivered.
 - b) The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.
- 9) Subject to the provisions of sub-clauses 8 d to 8 i inclusive, the FF shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666,67 Special Drawing Rights per package or unit (where the goods have been packed into sealed container by or on behalf of the Merchant, it is expressly agreed that each container shall constitute one package for the purpose of application of limitation of the liability) or 8.33 SDR per kilogram of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the FF before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the BL by him, then such declared value shall be the limit.
- 10) Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the BL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.
- 11) Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or inland waterways, the liability of the FF shall be limited to an amount not exceeding 8.33 SDR per kilogram of gross weight of the goods lost or damaged.
- 12) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the FF's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.
- 13) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this BL and the ad valorem freight rate paid, the liability of the FF, under COGSA where applicable, shall not exceed US\$500.00 per package or, in the case of goods not shipped in packages, per customary freight unit.
- 14) If the FF is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the FF shall be limited to an amount not exceeding the aggregate liability of FF shall not exceed the limits of liability for total loss of the goods.
- 15) The FF is not entitled to the benefit of the limitation of liability, if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the FF done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result.
- 16) **Applicability to Actions in Tort**
These conditions apply to all claims against the FF relating to the performance of the contract evidenced by this BL, whether the claim be founded in contract or in tort.
- 17) **Liability of Servants and Other Persons**
 - a) These conditions apply whenever claims relating to the performance of the contract evidenced by this BL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract whether such claims are founded in contract or in tort, and the aggregate liability of the FF and of such servants agents or other persons shall not exceed the limits of clause 8.
 - b) In entering into this contract as evidenced by this BL, the FF to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or deemed to be parties to this contract.
 - c) However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10 a, done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in clause 8.
 - d) The aggregate of the amounts recoverable from the FF and the persons referred to in Clauses 2 b and 10 a shall not exceed the limits provided for in these conditions.
- 18) **Method and Route of Transportation**
Without notice to the Merchant, the FF has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.
- 19) **Delivery**
 - a) Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this BL, or when the goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the FF is entitled to call upon the Merchant to take delivery.
 - b) The FF shall also be entitled to store the goods at the sole risk of the Merchant, and the FF's liability shall cease, and the cost of such storage shall be paid upon demand, by the Merchant to the FF.
 - c) If at any time the carriage under this BL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the FF or a person referred to in Clause 2 b and which cannot be avoided by the exercise of reasonable endeavors the FF may, abandon the carriage of the goods under this BL, and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the FF may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the FF in respect of such goods shall cease. In any event, the FF shall be entitled to full freight under this BL, and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.
- 20) **Freight and Charges**
 - a) Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination. Freight shall be considered as earned by the FF at the moment when the goods have been taken in charge, and not to be returned in any event.
 - b) Freight and all other amounts mentioned in this BL, are to be paid in the currency named in this BL or, at the FF's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is higher, or at the option of the FF on the date of this BL.
 - c) All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant. Where equipment is supplied by the FF, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the FF.
 - d) The Merchant shall reimburse the FF in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.
 - e) The merchant warrants the correctness of the declaration of contents, insurance, weight, measurements and value of the goods but the FF has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the FF for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this BL as freight payable.
 - f) Despite the acceptance by the FF of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this BL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.
- 21) **Right of Lien** The FF will exercise a lien on the shipment or on the goods, while in his possession and on any documents relating thereto, at any time, for any credit amount due or overdue to the FF from the shipper, sender or any other party, even the consignee or owner of the goods, including freight, storage fees and the cost of recovering same or to prevent deterioration, and may enforce such lien in any reasonable manner which he may think fit.
- 22) **General Average**
The Merchant shall indemnify the FF in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the FF in this connection.
- 23) **Notice**
 - a) Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the FF when the goods are delivered to the consignee in accordance with clause 12, such handling over is prima facie evidence of the delivery by the FF of the goods as described in this BL.
 - b) Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 3 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.
- 24) **Time Bar**
 - a) The FF shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6 d failure to deliver the goods would give the consignee the right to treat the goods as lost.
- 25) **Partial Invalidity**
If any cause or a part thereof is held to be invalid, the validity of this BL and the remaining clauses or a part thereof shall not be affected.
- 26) **Jurisdiction and applicable law**
 - a) Actions against the FF may be instituted only in Genoa Italy and shall be decided according to the law of this country.

Document 2

Wei Hu

From: Sandra Ramirez <sandra@expostones.com>
Sent: Monday, August 18, 2014 10:57 AM
To: Wei Hu
Subject: FWD: Re: Container# SEAU2267659
Attachments: Smartstone Inv..pdf; Smartstone Bad PO.pdf

Wei,
See below the email that Aditya from Smartstone sent me that they know we did not like the material and he acknowledges that he knows we did not approve of the material sent. I have attached the PO that they made where they said Mr. Said signed it, however that is not his signature, plus that's not even his name. I also included the invoice where he placed a note on it where they are offering us a discount of 40%, which we counter offered and told that we needed more than 40% as we had to pay the shipping and the customs plus the trucking and the unloading. I will send you another email about when we told him to pick up the material.

Have a Wonderful Day!!
Sandra Ramirez
Quality Control Manager
Expo Granite Marble LLC
P:713.984.8228 F:713.984.9816
Skype: expo.stones2012
MSN Messenger: sandraexpostones@hotmail.com

----- Original Message -----
Subject: Re: Container# SEAU2267659
From: "smartstone" <smartstone@vsnl.net>
Date: 3/19/12 4:01 am
To: "Sandra Ramirez" <sandra@expostones.com>



DEAR MS SANDRA,
GOOD DAY TO YOU.
MAAM WE THANK YOU FOR YOUR PROMPT REPLY.

RE THE MADURA GOLD / GOLDEN OAK GOLD WE WANT TO GET THE MATTER BEHIND US AND MOVE FORWARD. SEE WE HAD FORWARDED PICS AND PRICES WHICH WERE APPROVED. EVEN AT THAT TIME WE HAD OFFERED A PRICING CLOSER TO USD 6.00 FOR THIS MATERIAL. HOWEVER AS WAS DISCUSSED WITH MR SAID IN ORDER TO DO GOOD BUSINESS WE FINALISED THE SAME FOR USD 5.40 AND DESPACHED THE MATERIAL. HOWEVER YOU DID NOT LIKE THE MATERIAL UPON ARRIVAL. WE TAKE FULL RESPONSIBILITY FOR IT.

ONLY WE REQUEST YOU TO KINDLY FINALISE THE SAME FOR USD 5.00 AND CLOSE THE MATTER. THIS WOULD ENSURE THAT NONE OF US LOOSE TOO MUCH AND IT IS NOT A TOTAL DISASTER FOR US AT THE SAME TIME. WE DO HOPE TO RECEIVE YOUR CONFIRMATION.

ALSO AWAIT EAGERLY TO RECEIVE YOUR FRESH VALUABLE ORDERS. ASSURING YOU FOR MY BEST SERVICES AT ALL TIMES.

THANKS AND REGARDS
FOR SMARTSTONE

ADITYA

----- Original Message -----

From: Sandra Ramirez
To: smartstone
Sent: Sunday, March 18, 2012 12:09 AM
Subject: RE: Container# SEAU2267659

Mr. Aditya,

I have talked to Mr. Said and he said we'll take the Madura Gold "Golden Oak" the first container we received if we get it at the same price as the Kashmir Gold that was in the same container. Let me know if that works for your company as well. Thanks for your time.

Have a Wonderful Day!!

Sandra Ramirez

Quality Control Manager

Expo Granite Marble LLC

P:713.984.8228 F:713.984.9816

MSN: sandraexpstones@hotmail.com

Skype: expo.stones2012

----- Original Message -----

Subject: Re: Container# SEAU2267659
From: "smartstone" <smartstone@vsnl.net>
Date: Fri, March 16, 2012 5:43 am
To: "Sandra Ramirez" <sandra@expstones.com>

EXPO
Granite Marble LLC.

INVOICE

Due 4/3/12

Exporter: SMARTSTONE PVT. LTD. Address: # 218, Bommasandra, KIADB Industrial Area, 3rd Phase, Anekal Taluk, Bangalore - 560 099 Phone No: +91 80 27835367 / 27835368 Fax No.: +91 80 27835147 Email : smartstone@vsnl.net Website: www.smartstoneindia.net		Invoice No.: SSPL/8154/2011-12 Date : 03.01.2012		Exporter's Ref : IEC 0701008121										
BUYER: EXPO GRANITE MARBLE LLC, 1055, W. SAM HOUSTON PARKWAY, SUITE 100, HOUSTON, TEXAS 77043 UNITED STATES OF AMERICA.		DETAILS OF OUR BANK: STATE BANK OF INDIA, N.S. ROAD BRANCH, GILLANDER HOUSE, GROUND FLOOR, 8, N.S. ROAD, KOLKATA - 700 001, WEST BENGAL, INDIA. ACCOUNT NO: 10945134651												
		BUYER'S BANK: CHASE BANK, 546 WEST 19TH STREET, HOUSTON, TX 77008, UNITED STATES OF AMERICA KIND ATTN: AHMAD ELKHATIB												
		Country of Origin of goods: REPUBLIC OF INDIA		Country of Final Destination: USA										
Pre Carriage By: RAIL		Place of Receipt by Pre Carrier: ICD BANGALORE		Terms of Delivery & Payment: F.O.B. (C&I) COST & INSURANCE FROM FACTORY TO WAREHOUSE PAYMENT AT 90 DAYS FROM B/L DATE THROUGH BANK										
Vessel/Flight No.:		Port of Loading: CHENNAI		BUYER'S ORDER NO. : SS 01 DATED : 27.12.2011										
Port of Discharge: HOUSTON		Final Destination: HOUSTON, USA												
SL. NO.	DESCRIPTION OF GOODS	NO. OF CRATES	NO. OF SLABS	QUANTITY (SQ. FT.)	RATE (USD/ SFT)	AMOUNT (USD)								
1	RANDOM POLISHED GRANITE SLABS KASHMIR GOLD - 2 CMS STD	4	42	2814.38	4.40	12383.27								
2	RANDOM POLISHED GRANITE SLABS MADURA GOLD - 2 CMS	3	33	1816.26	5.40	9807.80								
3	SAMPLES - 4" X 4" ASSORTED COLOURS - 50 NOS MADE OUT OF WASTE PACKED IN ONE CARDBOARD BOX	1	NIL	NIL	NIL	NIL								
TOTAL		8	75	4630.64		22191.07								
AMOUNT CHARGEABLE IN WORDS USD TWENTY TWO THOUSAND ONE HUNDRED NINETY ONE AND SEVEN CENTS ONLY.														
		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">CONTAINER NO. :</td> <td>MSKU395899-7</td> </tr> <tr> <td>CONTAINER TYPE:</td> <td>20 'CT</td> </tr> <tr> <td>OTLU NO.:</td> <td>ML-IN 0329228</td> </tr> <tr> <td>TRUCK NO:</td> <td>KA01-AA-6191</td> </tr> </table>		CONTAINER NO. :	MSKU395899-7	CONTAINER TYPE:	20 'CT	OTLU NO.:	ML-IN 0329228	TRUCK NO:	KA01-AA-6191	<p style="font-size: 2em; font-family: cursive;"><i>Entered 3/19/12</i></p>		
CONTAINER NO. :	MSKU395899-7													
CONTAINER TYPE:	20 'CT													
OTLU NO.:	ML-IN 0329228													
TRUCK NO:	KA01-AA-6191													
DECLARATION: We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.		Signature's For SMARTSTONE PVT. LTD. <p align="right">(Authorised Signatory)</p>												

** 22191.07 less 40% (8876.42) = 13314.6*

LAPU GRANITE MARBLE LLC
 1055, W.SAM HOUSTON PARKWAY,
 SUITE 100, HOUSTON,
 TEXAS 77043
 UNITED STATES OF AMERICA

Purchase Order

Date	P.O.No.
27.12.2011	SS 01

Vendor
Smartstone Pvt. Ltd. #218, Bommasandra, KIADB industrial area, 3 rd Phase, Anekal Taluk, Bangalore- 560 099, India Tel: 91 80 27835367

Item	Description	Qty.		Rate	Amount
		Slabs	Sq.Ft		USD
	Random Polished Granite Slabs Kashmir Gold – 2 CMS STD, 4 Bundles	42	2800.00	4.40 \$	12320.00 \$
	Random Polished Granite Slabs Madura Gold – 2 CMS 3 Bundles	33	1800.00	5.40 \$	9720.00 \$
<p>QTY TOLERANCE: +/- 10% PERMITTED</p> <p>PAYMENT: AT 90 DAYS FROM DATE OF BILL OF LADING THROUGH BANK</p> <p>TERMS: FOB WITH INSURANCE FROM WAREHOUSE TO WAREHOUSE</p>					
<p><i>Sa</i> _____ (SAM SAID)</p>					
Total					22040.00 \$

Certified


Document 3

Wei Hu

From: Sandra Ramirez <sandra@expostones.com>
Sent: Monday, August 18, 2014 11:01 AM
To: Wei Hu
Subject: FWD: Re: Hi

Wei,
See below where I told Mr. Aditya with Smartstone that we were going to place the wrong material on Consignment and if they wanted they could come pick it up if they wanted. That we were not going to pay more the material that they send wrong and tried to sell it to us under another name.

Have a Wonderful Day!!
Sandra Ramirez
Quality Control Manager
Expo Granite Marble LLC
P:713.984.8228 F:713.984.9816
Skype: expo.stones2012
MSN Messenger: sandraexpostones@hotmail.com

----- Original Message -----

Subject: Re: Hi
From: smartstone@vsnl.net
Date: 4/18/12 7:53 am
To: "Sandra Ramirez" <sandra@expostones.com>, said@expostones.com

Dear Ms Sandra,

Good day to you. Hope you are doing well.

Maam we had forwarded our Bank details to you. Do hope you have recd the same.

Secondly re the Golden Oak maam in your first email you had asked us to make the price of these slabs the same as kashmir gold that was sent to you ie 4.40 instead of 5.40 that was cahrged.

Rather than keep the material on consignment and keep this matter hanging can we request you to accept the credit of usd 1 per sft of this material supplied and close the matter. Incase it works do let us know and we shall forward credit note of usd 1861 agst these slabs and settle this issue once and for all.

Awaiting to receive your favourable reply.

Thanks and regards
For Smartstone

Aditya
Sent from BlackBerry® on Airtel

From: "Sandra Ramirez" <sandra@expostones.com>

Date: Tue, 17 Apr 2012 12:07:59 -0700

To: <smartstone@vsnl.net>

Subject: RE: Hi

Aditya,

I talked to Mr. Said on his phone as he was left for a show; Coverings in Orlando, Fl, and he said that until you stop calling the Golden Oak you sent us Madura Gold we will not respond. He said we will keep the material for you on consignment, and the Golden Oak average rate \$4.00-\$4.25. We already have had Golden Oak that is the reason we wanted the Madura Gold. When Mr. Said returns he said he will pay the invoice due, he will wire the amount for the Kashmir Gold and we will hold the Golden Oak(Madura Gold) until we can get the correct price for it. Also I spoke with someone this morning, and I asked to get the bank details, and I have not received it. To be able to make the wire when Mr. Said returns I will need that information.

Have a Wonderful Day!!

Sandra Ramirez

Quality Control Manager

Expo Granite Marble LLC

P:713.984.8228 F:713.984.9816

MSN: sandraexpostones@hotmail.com

Skype: expo.stones2012

----- Original Message -----

Subject: Hi

From: smartstone@vsnl.net

Date: Mon, April 16, 2012 12:51 pm

To: said@expostones.com, sandra@expostones.com, "Factory"
<smartstone@vsnl.net>

Dear sir/maam,

We await to receive your reply and payment for the two cntrs supplied to you.

Hoping you will oblige.

Assuring you of my best services.

Thanks and regards

For Smartstone

Aditya

Sent from BlackBerry® on Airtel



Document 4

Wei Hu

From: Sandra Ramirez <sandra@expostones.com>
Sent: Monday, August 18, 2014 11:03 AM
To: Wei Hu
Subject: FWD: RE: Payment of our invoice
Attachments: Smartstone-9.2.12-SSPL.8162.2011-12.pdf

See below where I told Mr. Aditya from Smartstone to pick up the material when ever he wanted or to wait until we sold all the material. I never received a response from him about this email.

Have a Wonderful Day!!

Sandra Ramirez

Quality Control Manager

Expo Granite Marble LLC

P:713.984.8228 F:713.984.9816

Skype: expo.stones2012

MSN Messenger: sandraexpostones@hotmail.com

----- Original Message -----

Subject: RE: Payment of our invoice

From: "Sandra Ramirez" <sandra@expostones.com>

Date: 9/25/12 10:11 am

To: smartstone@vsnl.net

Mr. Aditya,

I have attached the wire for Inv #SSPL/8162/2011-12. As per previous emails we have had, I just wanted to report that Inv# SSPL/8154/2011-12 is still on hold because of the Madura Gold(Golden Oak) and the Kashmir Gold sent was not the Kashmir Gold we had requested. You and I had discussed that your company sent us the Golden Oak and sold it to us as the Madura Gold, and that the Kashmir Gold looks like another color completely. We were not in need of the Golden Oak at the time as it is not a color we sell too much of, and the Kashmir Gold is way to orange gold for our customers. You asked me to put it on Hold for payment until you could talk to Mr. Said who had placed the order. When you came to our office you and Mr. Said came to an agreement that we would hold them payment on that invoice until we sold all the slabs, as of today we still have not sold it and it is still sitting in our warehouse. We have paid for the previous invoice (8162) and as we still have the material for Inv#8154 you are more than welcome to come pick it up or you can honor your agreement with Mr. Said and wait for payment until we can sale the material. It's up to you how we can handle this matter, I will await your reply. If you have any questions please feel free to contact me either by email or phone.

Have a Wonderful Day!!

Sandra Ramirez

Quality Control Manager

Expo Granite Marble LLC

P:713.984.8228 F:713.984.9816

MSN: sandraexpostones@hotmail.com

Skype: expo.stones2012

----- Original Message -----

Subject: Payment of our invoice

From: smartstone@vsnl.net

Date: Thu, June 28, 2012 8:21 am

To: "Sandra Ramirez" <sandra@expostones.com>, "Factory" <smartstone@vsnl.net>

Dear Ms Sandra,

Hi. Hope you are doing well.

Maam with regards to payment of one of our invoices you had informed us that by Monday you would make the same. However till date we have not received the same.

Maam would be really obliged if you could kindly get the same done without any further delay and confirm to us. Hoping you will oblige.

Assuring you of my best services at all times.

Thanks and regards
For Smartstone

Aditya
Sent from BlackBerry® on Airtel



Document 5

Wei Hu

From: Sandra Ramirez <sandra@expostones.com>
Sent: Wednesday, December 28, 2011 12:50 PM
To: smartstone@vsnl.net
Cc: Wei Hu; John
Subject: RE: YOUR ORDERS

Aditya,
below is the freight forwarders information and below that on is their contact in India. If you have any question please either contact Wei or John from General Noli

Wei Hu
wei.hu@newyork.generalnoli.com
Vice President
General Noli USA Inc.
148-08 Guy R. Brewer Blvd.
Jamaica, NY 11434
Tel: 718-995-9233
Fax: 718-995-8970
or

John Mancini
johnm@generalnoli.com

General Noli USA

148-08 Guy R Brewer Blvd
Jamaica, NY 11434

Contact in India:

CTC: Purushotham Rao
504, 5th Floor, Surya Kiran Complex, S.D.Road, Sec – 500 003, A.P., India | Ph: +91 40 2784 5441, 2784 5460 | Fax: +91 40 6633 9683 | Cell: +91 99896 98031 |
Email: purushotham.hyd@sdb.in

Have a Wonderful Day!!

Sandra Ramirez
Quality Control Manager
Expo Granite Marble LLC
P:713.984.8228 F:713.984.9816

----- Original Message -----
Subject: Re: YOUR ORDERS

From: smartstone@vsnl.net
Date: Tue, December 27, 2011 12:24 pm
To: said@expostones.com, sandra@expostones.com, "Factory"
<smartstone@vsnl.net>

Dear Mr Said,

Good day to you. Hope you are doing well.

Thank you so very much for your confirmation. Would be obliged if you could kindly provide us with the contact details of your forwarder so that we may facilitate earliest shipment.

Assuring you of my best services.

Thanks and regards
For Smartstone

Aditya
Sent from BlackBerry® on Airtel

From: said@expostones.com
Date: Tue, 27 Dec 2011 09:52:28 -0700
To: smartstone<smartstone@vsnl.net>
Subject: RE: YOUR ORDERS

ok

Said Qartoumy
President /CEO
1055 W.Sam Houston Ste. 100
Houston, TX 77055
PH: 713-984-8228
Fax;713.984.9816

----- Original Message -----
Subject: Re: YOUR ORDERS
From: smartstone <smartstone@vsnl.net>
Date: Tue, December 27, 2011 2:54 am
To: Sandra Ramirez <sandra@expostones.com>
Cc: said@expostones.com



Smartstone
PVT.LTD.

DEAR MAAM,

GOOD DAY TO YOU. HOPPE YOU ARE DOING WELL.

MAAM WE THANK YOU FOR HAVING SWENT ACROSS ORDERS FOR TWO CNTRS. JUST ONE SMALL REQUEST.....THE GOLDEN BEACH SLABS ONLY 3 ARE NICE THE REST HAVE COME OUR WITH SOME CRACKS.. THE SAME ARE NOT FIT FOR EXPORTS AND WE WANT TO SEND YOU ONLY THE BEST. WE ARE PROCESSING MORE OF THE SAME AND WILL FORWARD MORE PICTURES TO YOU SHORTLY. CAN WE REQUEST YOU TO KINDLY REPLACE THE SAME WITH 4 BUNDLES OF MADURA GOLD @ 5.40 (YOU HAD REALLY LIKED THESES SLABS TOO) AND GIVE US THE GO AHEAD SO THAT WE MAY PROCEED WITH THE SHIPMENTS.

THEN THE CNTR COMPOSITION WOULD FINALLY READ AS :

01. PARADISO BASH 2 CMS STD	40 SLABS	\$ 4.40
02. KASHMIR GOLD 2 CMS STD	40 SLABS	\$ 4.40
03. KASHMIR WHITE 2 CMS 1ST	40 SLABS	\$ 4.40
04. MADURA GOLD 2 CMS 1ST	40 SLABS	\$ 5.40

MAAM ALSO WE ARE PLEASED TO INFORM YOU THAT WE HAVE ALREADY RECEIVED THE CLEARANCE FROM THE CREDIT INSURANCE COMPANY AND ARE FULLY READY TO MAKE SHIPMENTS TO YOU.

YOUR EARLIEST CONFIRMATION AND PROVIDING DETAILS OF YOUR NOMINATED FORWARDER WOULD ENABLE US TO FACILITATE EARLIEST SHIPMENT.

HOPING YOU WILL OBLIGE. ASSURING YOU OF MY BEST SERVICES AT ALL TIMES.

THANKS AND REGARDS
FOR SMARTSTONE

ADITYA

----- Original Message -----

From: [Sandra Ramirez](#)

To: [smartstone](#)

Sent: Monday, December 26, 2011 9:01 PM

Subject: RE: YOUR ORDERS

Dear Mr. Aditya,

Mr. Said looked at the pictures of the material you have send us and he wanted me to give you the following order.

Paradiso Bash	40 Slabs	\$4.40
Kashmir Gold	40 Slabs	\$4.40
Golden Beach	30 Slabs	\$5.75
Kashmir White	40 Slabs	\$4.40

If you can do the Tan Brown at \$3.75 then he said we can take a container of that color but only if we can get it at that price. Let me know if we can get these containers at this price. I'll look forward to hearing from you.

Have a Wonderful Day!!

Sandra Ramirez

Quality Control Manager

Expo Granite Marble LLC

P:713.984.8228 F:713.984.9816

----- Original Message -----

Subject: Re: YOUR ORDERS

From: smartstone <smartstone@vsnl.net>

Date: Mon, December 19, 2011 2:45 am

To: Sandra Ramirez <sandra@expostones.com>

DEAR MR SAID, MS SANDRA,

GOOD DAY TO YOU. HOPE YOU ARE DOING WELL.

MAAM AS DESIRED BY YOU WE ARE FORWARDING TO YOU PICTURES OF BASH PARADISO 2 CMS IN READY STOCKS WITH US. WE HAVE AVAILABLE 40 SLABS OF THE SAME.

RE YOUR ORDERS DURING OUR MEETING IT WAS SPECIFIED THAT THE ORDERS WULD BE THREE TO FOUR CNTRS COMPRISING OF BOTH FIRST CHOICE AS WELL AS STANDARD MATERIAL IN 2 CMS THICKNESS AT ONE GO WITH MINIMUM QUANTITY OF 3 BUNDLES OF ANY MATERIAL HENCE WE HAD FORWARDED OUR BEST RATES BASED ON THAT. NOW THE RATES EXPECTED BY YOU ARE LOWER AND THE QUANTITY IS ALSO JUST ONE CNTR WITH MAYBE A BUNDLE OF ONE COLOUR. IT WOULD NOT MAKE IT A VIABLE PRPOSITION FOR US SIR AS FOR SMALL QTYS OF ONLY FIRST CHOICE MATERIAL IS VERY DIFFICULT OT OFFER AT YOUR PRICES. I HOPE YOU WILL UNDERSTAND OUR POSITION. WE REQUEST YOU TO FINALISE MORE QUANTITIES ATLEAST 3 CMTRS FROM THE LIST OF MATERIAL AND PICTURES WE HAVE FORWARDED TO YOU AND LET US KNOW THE FIANL QUANTITIES OF EACH COLOUR AND YOUR EXPECTED PRICES AND WE WILL TRY AND MATCH YOUR PRICES OR ATLEAST COME AS CLOSE AS IS POSSIBLE SO THAT YOU MAY FINALISE THE ORDER.

IN THE MEANWHILE WE HAVE ALREADY APPLIED OR NECESSARY ECGC CLEARANCE AND IT SHOULD BE DONE IN ABOUT SEVEN TO TEN DAYS, SO YOUR EARLIEST ACTIONS WOULD ENSURE THAT THE CARGO IS READY BY THE TIME WE OBTAIN THE CLEARANCE. HOPING YOU WILL OBLIGE.

ASSURING YOU OF MY BEST SERVICES AT ALL TIMES.

THANKS AND REGARDS
FOR SMARTSTONE

ADITYA

----- Original Message -----

From: [Sandra Ramirez](mailto:Sandra.Ramirez)

To: smartstone

Sent: Thursday, December 15, 2011 10:10 PM

Subject: RE: SUPPLY OF GRANITE SLABS FROM INDIA

Aditya,

Mr. Said has looked over the email and he wanted me to give you the prices we've paid for some of these granites

to see if we can get you to give us the same pricing we've had before.

FIRST CHOICE MATERIAL IN 2 CMS THICKNESS:

01. MADURA GOLD 2 CMS 1ST CHOICE slabs.	70 SLABS	USD 5.75	<u>\$5.45</u> take all
03. KASHMIR WHITE 2 CMS 1ST CHOICE	40 SLABS	USD 4.75	<u>\$4.40</u> take all slabs.
04. GOLDEN BEACH 2 CMS 1ST CHOICE	30 SLABS	USD 6.00	<u>\$5.60</u> take all slabs.

STANDARD MATERIAL IN 2 CMS THICKNESS:

02. KASHMIR GOLD 2 CMS STANDARD	40 SLABS	USD 4.75	<u>\$4.40</u> take all slabs.
---------------------------------	----------	----------	-------------------------------

If you can do these prices Mr. Said said to send us ALL the Kashmir White and ALL the Golden Beach and 10 slabs of the Madura Gold (all 1st choice) in one container to begin with then work our way for more material. If we can purchase the material at our prices please let me know so that I can give you our Freight Forwarders information so we can get the container booked. The following is our Bank Information;

Chase Bank

546 West 19th St

Houston, TX 77008

Contact: Ahmad Elkhatib

P: 713.868.8657

F: 713.868.8677

C: 281.793.3322

Email: ahmad.m.elkhatib@chase.com

Also if you can send us pictures of the standard material you're offering us I would really appreciate it. Thank you and I will wait your response.

Have a Wonderful Day!!

Sandra Ramirez

Quality Control Manager

Expo Granite Marble LLC

P:713.984.8228 F:713.984.9816

----- Original Message -----

Subject: SUPPLY OF GRANITE SLABS FROM INDIA

From: smartstone <smartstone@vsnl.net>

Date: Thu, December 15, 2011 4:40 am

To: Said@expostones.com

Cc: Sandra@expostones.com

DEAR MR SAID QARTOUMY,

GOOD DAY TO YOU SIR. HOPE YOU ARE DOING WELL AND THAT YOU REMEBER ME.

SIR FIRSTLY I THANK YOU FOR THE COURTESY EXTENDED TO ME DURING MY VISIT TO YOUR WAREHOUSE AND FOR GIVING US AN OPPURTUNITY OF BECOMING YOUR SUPPLIERS OF SLABS FROM INDIA. WE LOOK FORWARD TO DOING GOOD WORK FOR

YOU.

ALSO AM TERRIBLY SORRY FOR THE DELAY IN COMMUNICATING WITH YOU..... I JUST RETURNED TO INDIA ON THE 28TH OF NOVEMBER AFTER A TEDIOUS 26 DAY TOUR OF THE US, ON 29TH I LEFT FOR JAIPUR FOR A FAMILY WEDDING RETURNED ONLY ON THE 5TH, WAS DOWN WITH SEVER VIRAL FEVER FOR THREE DAYS TO FOUR DAYS..... ALL THE TRAVELLING DOES TAKE ITS TOLL I GUESS. FURTHER AS I WAS AWAY FROM WORK FOR A MONTH THINGS WERE TERRIBLE OUT HERE AT THE FACTORY.....HENCE TOOK A FEW DAYS TO SORT OUT CERTAIN THINGS THAT WERE PRESSING. ALSO THE FACTORY WAS CHOC A BLOCK WITH SLABS AND HENCE I WAS FORCED TO CHANNELISE ALL MY EFFORTS THERE. HENCE THE DELAY.....SORRY FOR ANY INCONVENIENCE CAUSED. HOWEVER THE GOOD NEWS IS THAT I AM NOW BACK HERE AND AT YOUR DISPOSAL.

WITH REGARDS TO THE COLOURS SPECIFIED BY YOU AND AS PER YOUR INSTURCTIONS WE ARE FORWARDING LIST OF MATERIAL AVAILABLE FOR IMMEDIATE DESPATCH TO YOU IN 2CMS THICKNESS ALONGWITH THEIR PICTURES AS UNDER:

FIRST CHOICE MATERIAL IN 2 CMS THICKNESS:

01. MADURA GOLD 2 CMS 1ST CHOICE	70 SLABS	USD 5.75
02. TAN BROWN 2 CMS 1ST CHOICE	40 SLABS	USD 4.50
03. KASHMIR WHITE 2 CMS 1ST CHOICE	40 SLABS	USD 4.75
04. GOLDEN BEACH 2 CMS 1ST CHOICE	30 SLABS	USD 6.00

STANDARD MATERIAL IN 2 CMS THICKNESS:

01. PARADISO BASH 2 CMS STANDARD	40 SLABS	USD 4.60
02. KASHMIR GOLD 2 CMS STANDARD	40 SLABS	USD 4.75
03. IVORY FANTASY 2 CMS STANDARD	60 SLABS	USD 4.60
04. TAN BROWN 2 CMS STANDARD	40 SLABS	USD 3.75
05. MADURA GOLD 2 CMS STANDARD	20 SLABS	USD 4.75
06. PREMIUM BLACK 2 CMS (270 X 140) FIRST CHOICE BUT UNDERSIZED)	20 SLABS	USD 6.00 (DARK AND
07. KASHMIR WHITE 2 CMS STANDARD	20 SLABS	USD 4.20
08. SHIVAKASHI 2 CMS STANDARD	20 SLABS	USD 5.50

SIR BETWEEN THE ABOVE MATERIAL WE CAN COMFORTABLY PUT TOGETHER 4 CNTRS. JUST LET US KNOW THE COLOURS YOU ARE INTERESTED IN SO THAT WE MAY FORWARD THE PICTURES OF THE SAME TO YOU FOR YOUR KIND APPROVAL.

ALSO SIR AS WE ARE COMMITTED TO SUPPLYING YOU MATERIAL ON 90 DAYS TERMS IT IS MANDATORY FOR US TO APPLY FOR CREDIT INSURANCE. WE WOULD BE OBLIGED IF YOU COULD KINDLY FORWARD TO US DETAILS OF YOUR BANKERS AT THE EARLIEST SO THAT WE MAY APPLY TO THEM FOR CREDIT INSURANCE AND OBTAIN THEIR CLEARANCE BY THE TIME THE CARGO IS READY FOR DESPATCH.

AWAITINH YOUR VALUABLE FFEDBACK AND ASSURING YOU OF MY BEST SERVICES AT ALL TIMES.

THANKS AND REGARDS
FOR SMARTSTONE

ADITYA

EXPO
Granite Marble LLC.



EXPO
Granite Marble LLC.



Shipment Receipt

Transaction Date: 24 Feb 2012

Tracking Number:

1ZR314V70195149742

1 Address Information			
Ship To: MAERSK LINE FREIGHT CASHIER 9300 Arrowpoint Blvd, 3rd Floor CHARLOTTE NC 282738136	Ship From: General Noli john mancini 148-08 Guy R Brewer Blvd Jamaica NY 11434	Return Address: General Noli john mancini 148-08 Guy R Brewer Blvd Jamaica NY 11434	
2 Package Information			
Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - S75067
3 UPS Shipping Service and Shipping Options			
Service: Guaranteed By:	UPS Next Day Air 10:30 AM Monday, Feb 27, 2012		
4 Payment Information			
Bill Shipping Charges to:		Shipper's Account R314V7	
You are not authorized to view rates information. All Shipping Charges in USD			

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

875067

1 Mar 2012



MAERSK LINE

Aged Cargo Notice

GENERAL NOLI USA INC

1-7189958970

The cargo listed below is currently sitting at a Maersk Line facility. Demurrage charges may be accruing for which Maersk Line will not be responsible. If you have any questions concerning your shipment, please call our Customer Resource Center at 1-800-321-8807. **** If your container location is LOS ANGELES P400 and you have questions concerning terminal availability of your cargo or to get storage paid through pick up date, please call 1-310-221-4100. Please Note: Container Pick up number will not be displayed for containers with multiple bills unless all bills are Customs and Freight released.

Container(s) Location HOUSTON TERMINAL
 919 EAST BARBOURS CUT BLVD: FIRMS CODE S803

Bill Number	Vessel Name	Voyage	I.T./Discharge Date	
863211443	MAERSK VIRGINIA	1202		
	Port of Discharge	Clearance Port	Final Destination	Move Type
	HOUSTON TERMINAL	HOU	HOUSTON	Ramp
	Customs Status	USDA Status	Freight Release	
	RELEASED	RELEASED	YES	

<u>Container Number</u>	<u>Activity Date</u>	<u>Est. Available Date</u>	<u>Last Free Date</u>	<u>Rail PickUp Number</u>	<u>IT Number</u>
MSKU3958997	27 Feb 2012	01 Mar 2012	Mar 7 2012		

Wei Hu

From: Jill Neder <jill.neder@generalnoli.com>
Sent: Tuesday, February 28, 2012 12:56 PM
To: M. I. R. E. Transp-Dina Flores
Cc: Expo Granite & Marble-Mr. Said; Expo Granite & Marble-Sandra; 'John Mancini'
Subject: NEW D/O for Expo Granite & Marble/GN#309298-S75067/1x20'MSKU3958997/not available yet
Attachments: 20120228124140.pdf

Dear Dina,

Shipment is released by US Customs however per Annette of Maersk, the vessel is still being worked therefore not available yet.

Please accept the attached D/O on the importer's behalf.

Container Search (per APM's website)

Ready for Delivery	Container	Bill of Lading	Yard Location	Freight	Customs	Holds	Good Thru	Demurrage	Terminal	Trucker ID	Details
NO	MSKU3958997	863211443	Yard Grounded	RELEASED	RELEASED			N/A	HOU		View Details

Container Number: msku3958997

Thank you,
Jill A. Neder
Licensed Customs Broker
General Noli USA Inc.
148-08 Guy R Brewer Blvd
Jamaica, NY 11434
jill.neder@generalnoli.com
Tel: 718-995-9233 ext.13
Fax: 718 632 1531

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GENERAL NOLI USA INC.
 148-08 GUY R BREWER BLVD
 JAMAICA, NY 11434 US

Tel: 718 995-9233
 Fax: 718 632-1531

DELIVERY ORDER

GN REF#: S75067
 ORGN REF#: Q20006

Partner Key 3: SMART STONE

EXPO GRANITE & MARBLE LLC
 1055 W SAM HOUSTON PKWY N
 STE 100
 HOUSTON, TX 77043-5031 US

DATE 02/28/2012	OUR REF.NO 0309298
--------------------	-----------------------

THE MERCHANDISE DESCRIBED BELOW
 WILL BE ENTERED AND FORWARDED AS
 FOLLOWS:

IMPORTING CARRIER MAERSK VIRGINIA-1202		LOCATION APM TERMINAL (HOUSTON)		FROM PORT OF / ORIGIN AIRPORT ALL OTH INDIA EAST C	
B / L OR AWB NO. MAEU 863211443	ARRIVAL DATE 02/27/2012	FREE TIME EXP.	LOCAL DELIVERY OR TRANSFER BY (DELIVERY ORDER ISSUED TO) M.I.R.E. TRANSPORTATION		
INLAND CARRIER M.I.R.E. TRANSPORTATION		HAWB NO.	ENTRY NO. CDY-0309298-9	CUST.REF.NO.	
FOR DELIVERY TO			ROUTE		
EXPO GRANITE & MARBLE LLC 1055 W SAM HOUSTON PKWY N STE 100 HOUSTON, TX 77043-5031 US Contact: SANDRA RAMIREZ 713-984-8228			NOTIFY:		

NO. OF PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	DO NOT USE
8 PKG	GRANITE SLABS 2-27-12 RELEASED FROM USCBP ISSUER MASTER HOUSE MAEU 863211443 Containers:1x20'MSKU3958997 SMARTSTONE PVT=O#SS 01	42990 LB	

INLAND FREIGHT 

PREPAID / COLLECT
COLLECT

Received in Good Order
 By:

PER JILL NEDER

LIABILITY, INCLUDING NEGLIGENCE IS LIMITED TO THE SUM OF \$50.00 PER SHIPMENT, UNLESS A GREATER VALUATION SHALL BE PAID FOR OR AGREED TO BE PAID IN WRITING PRIOR TO SHIPPING.
DELIVERY CLERK: DELIVER TO CARRIER SHOWN ABOVE

ORIGINAL

Document 6

From: Sandra Ramirez <sandra@expostones.com>
Sent: Friday, October 31, 2014 12:10 PM
To: Sajor, Zoë
Subject: FWD: FW: FW: Alleged non-payment of invoices raised on you by your Indian Supplier. M/s. Smartstone Pvt Ltd, Bangalore, India
Attachments: Smartstone Inv-Dispute.pdf

This particular email was the last one that he send after speaking with Mr. Said on the matter. He had spoken to this same person before. If you look at the attachment on the bottom area, the sales person Mr. Aditya wrote down his offer one day that he came into the office. Mr. Said was out so I received him and we talked about the material and how it was not what we asked for and he gave us this offer. We turned around and gave him the counter-offer of 50% only. He never responded to my email. Then we started getting email from the collection agency or Insurance, I honestly don't know who they are. I will be emailing you the copy of the Purchase Order that they sent saying it was from us. I will send you that and an actual Purchase Order that we have.

[Have a Wonderful Day!!](#)

[Sandra Ramirez](#)

[Quality Control Manager](#)

[Expo Granite Marble LLC](#)

[P:713.984.8228 F:713.984.9816](#)

[Skype: expo.stones2012](#)

[MSN Messenger:](#)

----- Original Message -----

Subject: FW: FW: Alleged non-payment of invoices raised on you by your Indian Supplier. M/s. Smartstone Pvt Ltd, Bangalore, India

From: "Hari Vinod" <HARI.VINOD@ECGC.IN>

Date: 7/2/14 1:10 pm

To: "said@expostones.com" <said@expostones.com>

Cc: "sandra@expostones.com" <sandra@expostones.com>

Dear Mr. Qartoumy,

Please refer to our tele talks today.

As I understand the gist of our discussions can be put as under:

1. The Expo Stones team did not place the PO SS - 01 dt. 27/12/2011.
2. Based on tele talks and e-mails, the shipments were made.
3. The documents were accepted at face value, however the material received was not of the colour discussed.
4. The attachment to this mail which was sent by your office, indicates a negotiation wherein Mr. Mittal had offered a discount of 40% an you demanded a discount of 50% since the material was

not what was called for.

5. You are still willing to settle for the original terms asked by you i.e., 50% discount.

Please confirm the same and incase any items were missed out, please update the same and confirm by return mail.

Kind Regards,

(हरि विनोद) | सहायक महा प्रबंधक|

(Hari Vinod)| Asst. General Manager

Chief Resident Representative

ECGC of India Ltd. | 9,Devonshire Square, London EC2M 4YF

+44(0) 7448759244 / +44(0) 7404363138

www.ecgc.in<<http://www.ecgc.in/>>

From: Sandra Ramirez [sandra@expostones.com]

Sent: 02 July 2014 05:49 PM

To: Hari Vinod

Subject: RE: FW: Alleged non-payment of invoices raised on you by your Indian Supplier. M/s. Smartstone Pvt Ltd, Bangalore, India

Mr. Vinod,

I have attached the copy of the commercial invoice. If you see in the bottom section is writing by Mr. Aditya, he wanted to only give us 40%, Mr. Said counteroffered 50%. After that we didn't hear from them. Mr. Said said he would more that gladly pay the 50% if they can agree to that, or we can enter into other negotiations?

Have a Wonderful Day!!

Sandra Ramirez

Quality Control Manager

Expo Granite Marble LLC

P:713.984.8228 F:713.984.9816

Skype: expo.stones2012

MSN Messenger: sandraexpostones@hotmail.com<<mailto:sandraexpostones@hotmail.com>>

----- Original Message -----

Subject: FW: Alleged non-payment of invoices raised on you by your Indian Supplier. M/s. Smartstone Pvt Ltd, Bangalore, India

From: "Hari Vinod" <HARI.VINOD@ECGC.IN>

Date: 7/2/14 6:33 am

To: "said@expostones.com" <said@expostones.com>, "sandra@expostones.com" <sandra@expostones.com>

Cc: "KOLKATA" <KOLKATA@ECGC.IN>, "Recovery" <Recovery@ecgc.in>

Dear Sir,

IMPORTANT: FAILURE TO RESPOND TO THIS LETTER MAY AFFECT YOUR CREDIT

RATING WITH EXPORT CREDIT GUARANTEE CORPORATION OF INDIA LTD. (ECGC)

Sub: Alleged non-payment of invoices raised on you by your Indian Supplier. M/s. Smartstone Pvt Ltd, Bangalore, India

Please refer to our earlier communication dt. 19 June 2014. The situation as per our records is that the dues on account of shipments from M/s. Smartstone Pvt Ltd, Bangalore, India amounting to \$22,191.07 as per the details given below were outstanding for long.

Statement of Account:

Sl. No.

Invoice No.

BL No.

Due Date

Invoice Amt.

Paid Amt.

Unpaid Amt.

1

SS 01 DT.27.12.2011

SSPL/8154/2011-12

A712005108

\$ 22,191.07

0

\$22,191.07

Total

\$22,191.07

To protect ECGC's interests we were constrained to stop further underwriting of risks on your account which stops the Corporation from providing insuring shipments made by Indian Exporters to your firm.

We once again would like to have any further information or clarification from us in this connection, please write to us or contact us over telephone. You can also contact over e-mail crr.london@ecgc.in & bud@ecgc.in

Once the issues can be cleared and the name of the firm be again approved for cover by the Corporation to enable us to cover further shipments by Indian Exporters to you.

If payment is already made, please inform us immediately with proof of payment.

Please treat the matter on a priority basis so that we can bring the matter to an amicable closure.

Warm Regards.

Kind Regards,

(हरि विनोद) | सहायक महा प्रबंधक|

(Hari Vinod)| Asst. General Manager

Chief Resident Representative

ECGC of India Ltd. | 9,Devonshire Square, London EC2M 4YF

+44(0) 7448759244 / +44(0) 7404363138

www.ecgc.in<<http://www.ecgc.in/>>

From: Hari Vinod

Sent: 19 June 2014 02:11 PM

To: said@expostones.com; sandra@expostones.com

Subject: Alleged non-payment of invoices raised on you by your Indian Supplier. M/s. Smartstone Pvt Ltd, Bangalore, India

Dear Sir,

IMPORTANT: FAILURE TO RESPOND TO THIS LETTER MAY AFFECT YOUR CREDIT RATING WITH EXPORT CREDIT GUARANTEE CORPORATION OF INDIA LTD. (ECGC)

Sub: Alleged non-payment of invoices raised on you by your Indian Supplier. M/s. Smartstone Pvt Ltd, Bangalore, India

We are a Government of India export credit insurance organisation extending credit protection to Indian exporters on their credit sales to overseas buyers and providing protection to banks financing against the security of export bills drawn on overseas buyers. We had insured the shipments by the captioned exporter.

It has come to our knowledge that the amount due from you on invoice(s) mentioned below is / are overdue and remaining unpaid. This is causing concern to us. Before we can decide on continuing to underwrite further credit exposure on you, we would like to ascertain the reason for the alleged non payment of the invoices mentioned below and until we could do so, is holding back further credit protection to our clients in respect of their supplies to you.

Statement of Account:

Sl. No.

PO / Contract / LC no.

Invoice No.

BL No.

Invoice Amt.

Paid Amt.

Unpaid Amt.

1

SS 01 DT.27.12.2011

SSPL/8154/2011-12

A712005108

\$ 22,191.07

0

\$22,191.07

In the event of your failure to pay the amounts due, we may have to de-list you from our approved buyers list. Such an action might have an adverse impact on the ability of your Indian suppliers to continue to do business with you on credit.

It shall be of immense help to all concerned if you can provide us with the full details of the above mentioned invoices that are overdue and remaining unpaid. If there are any specific reasons for your non payment, you may please convey to us with supporting documents, if any.

If you would like to have any further information or clarification from us in this connection, please write to us or contact us over telephone. You can also contact over e-mail crr.london@ecgc.in & bud@ecgc.in

We assure you of our best attention and look forward to hear from you.

Kind Regards,

(हरि विनोद) | सहायक महा प्रबंधक

(Hari Vinod)| Asst. General Manager
Chief Resident Representative
ECGC of India Ltd. | 9,Devonshire Square, London EC2M 4YF
+44(0) 7448759244 / +44(0) 7404363138
www.ecgc.in<<http://www.ecgc.in/>>

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The information in this mail and any attachment(s) to this message is/are confidential and intended solely for the addressee or organisation to whom it is addressed. If you have erroneously received this message, please notify mailadmin@ecgc.in immediately and destroy the message and attachment(s). If you are not the intended recipient, any copying, forwarding, altering or disclosing the contents of this email message may be unlawful. The information, attachment(s) or the opinions expressed in this mail are those of the individual sender and not necessarily those of ECGC. ECGC accepts no responsibility for any loss or damage arising from the use of this email message or its attachment(s).

Document 7

From: Sandra Ramirez <sandra@expostones.com>
Sent: Friday, October 31, 2014 12:31 PM
To: Sajor, Zoë
Subject: Purchase Order
Attachments: PO#53-Sample.pdf; Smartstone.pdf

One of them is a sample of our Purchase Order and the other is the one that they gave the insurance that we supposedly filled out. If you see they look nothing alike.

Have a Wonderful Day!!

Sandra Ramirez

Quality Control Manager

Expo Granite Marble LLC

P:713.984.8228 F:713.984.9816

Skype: expo.stones2012

MSN Messenger:

EXPO GRANITE MARBLE LLC
 1055, W.SAM HOUSTON PARKWAY,
 SUITE 100, HOUSTON,
 TEXAS 77043
 UNITED STATES OF AMERICA

11

Purchase Order

Date	P.O.No.
27.12.2011	SS 01

Vendor
Smartstone Pvt. Ltd. #218,Bommasandra.KIADB industrial area. 3 rd Phase. Anekal Taluk. Bangalore- 560 099, India Tel: 91 80 27835367

Item	Description	Qty.		Rate	Amount
		Slabs	Sq.Ft		USD
	Random Polished Granite Slabs Kashmir Gold – 2 CMS STD 4 Bundles	42	2800.00	4.40 \$	12320.00 \$
	Random Polished Granite Slabs Madura Gold – 2 CMS 3 Bundles	33	1800.00	5.40 \$	9720.00 \$
<p>QTY TOLERANCE: +/- 10% PERMITTED</p> <p>PAYMENT: AT 90 DAYS FROM DATE OF BILL OF LADING THROUGH BANK</p> <p>TERMS: FOB WITH INSURANCE FROM WAREHOUSE TO WAREHOUSE</p>					
<p><i>Sam</i> _____ (SAM SAID)</p>					
Total					22040.00 \$

Certified



Expo Granite Marble LLC

1055 W Sam Houston Pkwy N. Suite 100
Houston, TX 77043

Purchase Order

Date	P.O. No.
1/16/2014	53

Vendor
South India Slates

Ship To
Expo Granite Marble LLC 1055 W Sam Houston Pkwy N. Suite 100 Houston, TX 77043

Item	Description	Qty	Rate	Amount
GS-Black Pearl	GS-Black Pearl Premium 2cm	2,500	4.39	10,975.00
GS-Absolute Blac...	GS-Absolute Black 3cm Proforma Inv. SIS-01-05	1,200	7.10	8,520.00

Total \$19,495.00

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