



**ENVIRONMENTAL APPEALS BOARD  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.**

	)	
	)	
In re Liferrafts Incorporated of P.R.	)	Docket No. CAA-2024-8452
	)	
	)	
	)	
	)	

**FINAL ORDER**

Pursuant to 40 C.F.R. § 22.18(b)-(c) of EPA’s Consolidated Rules of Practice, the attached Expedited Settlement Agreement/Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

The Respondent is ORDERED to comply with all terms of the Consent Agreement, effective immediately.

So ordered.<sup>1</sup>

**ENVIRONMENTAL APPEALS BOARD**



\_\_\_\_\_  
Aaron P. Avila  
Environmental Appeals Judge

Dated: July 12, 2024

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<sup>1</sup> The two-member panel ratifying this matter is composed of Environmental Appeals Judges Aaron P. Avila and Mary Kay Lynch.

**ENCLOSURE**

**AMERICAN INNOVATION AND MANUFACTURING ACT EXPEDITED  
SETTLEMENT AGREEMENT/CONSENT AGREEMENT AND FINAL ORDER**

**ENVIRONMENTAL APPEALS BOARD  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.**

\_\_\_\_\_)  
In re: )  
) Docket No. CAA-2024-8452  
Liferafts Incorporated of P.R. )  
)  
)  
\_\_\_\_\_)

**EXPEDITED SETTLEMENT AGREEMENT**

**A. JURISDICTION**

1. This is an expedited administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act (the "Act" or "CAA"), 42 U.S.C. § 7413(d), and §§ 22.13 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules") as codified at 40 C.F.R. Part 22.
2. Complainant is the United States Environmental Protection Agency ("EPA"). On the EPA's behalf, Mary E. Greene, Director, Air Enforcement Division, is delegated the authority to settle civil administrative penalty proceedings under Section 113(d) of the Act.
3. Respondent is Liferafts Incorporated of P.R. identified further in Table 1 of Expedited Settlement Agreement ("ESA") Attachment 1.
4. Complainant and Respondent (together, "the Parties"), having agreed that settlement of this action is in the public interest, consent to the issuance of the attached final order ("Final Order" or "Order") ratifying this expedited consent settlement agreement ("Agreement") before taking testimony and without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Agreement and Final Order.
5. The Environmental Appeals Board is authorized to ratify this Agreement, which memorializes a settlement between the Parties. 40 C.F.R. §§ 22.4(a) and 22.18(b).
6. The Ratification the Final Order, incorporating this Agreement, simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

B. GOVERNING LAW

7. This proceeding arises under the American Innovation and Manufacturing (“AIM”) Act of 2020, 42 U.S.C. § 7675, and the regulations promulgated thereunder.
8. The regulations at 40 C.F.R. Part 84, Subpart A, implement the AIM Act requirement to phase down HFC production and consumption.
9. 40 C.F.R. § 84.5(b)(1)(i) states, in relevant part, that “[n]o person may import bulk regulated substances, either as a single component or a multicomponent substance, except . . . [i]f the importer of record possesses at the time they are required to submit reports to EPA pursuant to § 84.31(c)(7), and expends at the time of ship berthing for vessel arrivals, border crossing for land arrivals such as trucks, rails, and autos, and first point of terminus in U.S. jurisdiction for arrivals via air, consumption or application-specific allowances in a quantity equal to the exchange-value weighted equivalent of the regulated substances imported, whether present as a single component or a multicomponent blend.”
10. 40 C.F.R. § 84.5(b)(7) states, in relevant part, that “[e]very kilogram of bulk regulated substances imported contrary to [§84.5(b)] constitutes a separate violation of this subpart.”

C. ALLEGED VIOLATION OF LAW

11. The Complainant alleges that Respondent violated 40 C.F.R. § 84.5(b) by importing the bulk regulated substances identified in Table 1 of ESA Attachment 1 without expending consumption or application-specific allowances in a quantity equal to the exchange value equivalent of the regulated substances imported.

D. TERMS OF AGREEMENT

12. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
  - a. admits that the EPA has jurisdiction over the subject matter alleged in this Agreement;
  - b. admits the facts stipulated in Table 1 of ESA Attachment 1;
  - c. consents to the assessment of a civil penalty as stated in Table 3 of ESA Attachment 1 and below;
  - d. waives any right to contest the alleged violations of law set forth in Section C of this Agreement; and
  - e. waives its right to appeal the Order accompanying this Agreement.
13. For the purpose of this proceeding, Respondent:
  - a. agrees that this Agreement states a claim upon which relief may be granted against Respondent;

- b. acknowledges that this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions related to Respondent;
- c. certifies that Respondent completed the corrective action as set forth in Table 4 of ESA Attachment 1;
- d. waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Order, including any right of judicial review under Section 307(b)(1) of the Clean Air Act, 42 U.S.C. § 7607(b)(1);
- e. consents to personal jurisdiction in any action to enforce this Agreement or Order, or both, in the United States District Court for the District of Columbia; and
- f. waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court for the District of Columbia to compel compliance with the Agreement or Order, or both, and to seek an additional penalty for noncompliance with the Agreement or Order, and agrees that federal law shall govern in any such civil action.

14. Penalty Payment. The civil penalty agreed upon by the Parties for settlement purposes is stated in Table 3 of ESA Attachment 1. Respondent agrees to:

- a. pay the penalty within thirty (30) calendar days of the Effective Date of this Agreement;
- b. pay the penalty using any method, or combination of methods, provided on the website <https://www.epa.gov/financial/additional-instructions-making-payments-epa#Pay.gov>;
- c. identify each and every payment with the Docket No. of this Agreement and Final Order; and
- d. within twenty-four (24) hours of payment of the penalty, send proof of payment via electronic mail to the Inspector at the Inspector's email address identified in Table 1 of ESA Attachment 1. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with the docket number.

15. If Respondent fails to timely pay any portion of the penalty assessed under this Agreement, the EPA may:

- a. request the Attorney General to bring a civil action in the United States District Court for the District of Columbia to recover: the amount assessed; interest at rates established pursuant to 26 U.S.C. § 6621(a)(2), the United States' enforcement expenses, and a ten (10) percent quarterly nonpayment penalty, 42 U.S.C. § 7413(d)(5);

- b. refer the debt to a credit reporting agency or a collection agency, 40 C.F.R. §§ 13.13, 13.14, and 13.33;
  - c. collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H; and
  - d. (1) suspend or revoke Respondent's licenses or other privileges, or (2) suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.
16. By signing this Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
17. By signing this Agreement, Respondent acknowledges that this Agreement and Order, including identifying information such as name, federal tax ID number, mailing and e-mail address, will be available to the public when the Agreement and Certificate of Service are filed and uploaded to a searchable database and agrees that this Agreement does not contain any confidential business information or other personally identifiable information.
18. By signing this Agreement, the undersigned representative of Complainant and the undersigned representative of Respondent each certify that they are fully authorized to execute and enter into the terms and conditions of this Agreement and has the legal capacity to bind the party they represent to this Agreement.
19. By signing this Agreement, Respondent agrees to accept the Complainant's: (a) digital or original signature on this Agreement; and (b) service of the fully executed Agreement on the Respondent by mail or electronically by e-mail. Complainant agrees to accept the Respondent's digital or original signature on this Agreement.
20. Each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

E. EFFECT OF AGREEMENT AND ATTACHED FINAL ORDER

21. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Agreement and Final Order resolves only Respondent's liability for federal civil penalties for the violations identified in Section C of this Agreement.

22. Penalties paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.
23. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any prior agreements or understandings among the Parties with respect to the subject matter hereof.
24. The terms, conditions, and compliance requirements of this Agreement may not be modified or amended after it is ratified except upon the written agreement of both parties, and approval of the Environmental Appeals Board.
25. Any violation of this Order may result in a civil judicial action for an injunction, or civil penalties of up to \$121,275 per day per violation (with each kilogram a separate violation), or both, as provided in Section 113(b)(2) of the Act, 42 U.S.C. § 7413(b)(2), as well as criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this Order in an administrative, civil judicial, or criminal action.
26. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.
27. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.
28. The EPA reserves the right to revoke this Agreement and settlement penalty if and to the extent that the EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA, and the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.

#### F. EFFECTIVE DATE

29. Respondent and Complainant agree to the Environmental Appeals Board's issuance of the attached Final Order ratifying the Agreement. The effective date of the Agreement shall be the date of issuance of the Final Order. The EPA will transmit a copy of the Final Order and ratified Agreement to the Respondent.

ESA ATTACHMENT 1

AMERICAN INNOVATION AND MANUFACTURING (“AIM”) ACT  
ON-SITE COMPLIANCE MONITORING ACTIVITY OR INSPECTION FACTS,  
ALLEGED VIOLATIONS, PENALTY, AND CORRECTIVE ACTION FORM

Table 1 – On-site Compliance Monitoring Activity or Inspection Stipulated Facts	
<b>On-site Compliance Monitoring Activity or Inspection Date(s):</b>	<b>Docket Number:</b>
March 12, 2024	CAA-2024-8452
<b>On-site Compliance Monitoring Activity or Inspection Location:</b>	<b>Entry/Shipment Number(s):</b>
Guaynabo, Puerto Rico	D84-0082146-7
<b>Person/Importer<sup>1</sup> Name (“Respondent”) and Importer Number:</b>	<b>Inspector(s) Name(s) and Email Address:</b>
Liferrafts Incorporated of P.R. 66-035212400	Richard Kan – <a href="mailto:kan.richard@epa.gov">kan.richard@epa.gov</a> Julian Velez – <a href="mailto:velez.julian@epa.gov">velez.julian@epa.gov</a> Elfego Felix - <a href="mailto:felix.elfego@epa.gov">felix.elfego@epa.gov</a>
<b>Respondent Address:</b>	<b>Date of Detention or Hold:</b>
Street B, Lot No. 21 Sabano Abajo Industrial Park Carolina, Puerto Rico 00982	March 12, 2024
<b>Estimated Value of Goods:</b>	<b>Arrival Date:</b>
\$92,586	On or about February 28, 2024
<b>Subject HFCs<sup>2</sup> and estimated Mass (in kg):</b>	<b>MTEVe<sup>3</sup>:</b>
HFC-134a (519 kg) R-404A (939 kg) <sup>4</sup> R-407C (471 kg) <sup>5</sup> R-407F (408 kg) <sup>6</sup>	6,004
<b>Did the importer have and expend allowances equal to the imported HFCs?</b>	<b>Container and Quantity:</b>
No	73 cylinders
<b>Did the importer receive any non-objection notices from the EPA?</b>	<b>The EPA Delegated Official:</b>
No	Mary E. Greene

<sup>1</sup> “Person” and “Importer” are defined in 40 C.F.R. § 84.3.

<sup>2</sup> “Subject HFCs” are Bulk Regulated Substances, subject to 40 C.F.R. § 84.5. “Bulk” and “Regulated Substance” are defined in 40 C.F.R. § 84.3.

<sup>3</sup> The EPA calculates metric tons of EVE (“MTEVe”) by multiplying X kg (the mass of the regulated substance) by Y (the exchange value (EV) of the bulk regulated substance, as reflected in Appendix A of 40 C.F.R. Part 84), and dividing the product by 1,000 to obtain metric tons. The formula for calculating the EV of an HFC blend is set forth in footnote 7.

<sup>4</sup> R-404A is a refrigerant blend that contains the following regulated substances: HFC-125, HFC-134a, and HFC-143a.

<sup>5</sup> R-407C is a refrigerant blend that contains the following regulated substances: HFC-32, HFC-125, and HFC-134a.

<sup>6</sup> R-407F is a refrigerant blend that contains the following regulated substances: HFC-32, HFC-125, and HFC-134a.



MARY  
GREENE

Digitally signed by  
MARY GREENE  
Date: 2024.07.11  
12:43:58 -04'00'

<b>Table 2 – Description of Alleged Violation</b>
Based on the facts in Table 1, the EPA alleges that the Subject HFCs are bulk regulated substances that were imported without the importer expending consumption or application-specific allowances in a quantity equal to the exchange-value weighted equivalent of the regulated substances imported, in a violation of the HFC Allocation regulations at 40 C.F.R. § 84.5(b).

<b>Table 3 – Civil Penalty<sup>7</sup></b>			
<b>\$18,517, where</b>			
<b><math>\\$92,586 * 20\% = \\$18,517</math></b>			
<b>Monetary Value of Goods * Percentage Multiplier = Penalty, where</b>			
<b>EV<sup>8</sup></b>	<b>Percentage Multiplier</b>	<b>HFC</b>	<b>EV</b>
< 1,400	10%	HFC-152	53
≥ 1,400 ≤ 5,000	20%	HFC-41	92
> 5,000	30%	HFC-152a	124
≤14,800		HFC-143	353
		HFC-32	675
		HFC-245ca	693
		HFC-365mfc	794
		HFC-245fa	1,030
		HFC-134	1,100
		HFC-236cb	1,340
		HFC-236ea	1,370
		HFC-134a	1,430
		HFC-43-10mee	1,640
		HFC-227ea	3,220
		HFC-125	3,500
		HFC-143a	4,470
		HFC-236fa	9,810
		HFC-23	14,800

<b>Table 4 – Corrective Action</b>
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<sup>7</sup> To determine the EV of a HFC blend, calculate the contribution of each HFC to the total EV of the blend and calculate a case-specific EV multiplier by: multiplying the percentage of the blend made up of each HFC by its EV and summing the resulting blend constituent products to calculate the blend EV. For example, if the percentages of the blend and the EVs (in parentheses) of the constituents are: 55 percent HFC-32 (675), 16 percent HFC-125 (3,500), and 29 percent HFC-134a (1,430), the EV would be  $(0.55 \times 675) + (0.16 \times 3,500) + (0.29 \times 1,430) = 1345.95$  EV. Where the exact amount or percentage of each HFC in a blend is unknown, the case team shall use the highest EV associated with a HFC in the blend as a multiplier to calculate the penalty.

<sup>8</sup> EVs are found in Appendix A of 40 C.F.R. Part 84.



Respondent certifies that it has:

- exported the Subject HFCs to WILHELMSEN SHIP SERVICE, EDIF 9099 WILM, 2, Panama (name and address (including country) of the recipient of the exports), a country other than Canada or Mexico (unless the point of entry to the U.S. for the Subject HFCs was through Canada or Mexico) *and*
- paid \$[ 3,753.27 ] to perform the above action to address the Subject HFCs, and enclosed a record documenting such payment.

***Respondent must check the boxes, fill in all relevant blanks, and return any enclosures and this Attachment 1 with the signed Agreement.***

In re: Liferrafts Incorporated of P.R.  
Docket No. CAA-2024-8452

The foregoing Agreement *In the Matter of Liferrafts Incorporated of P.R.*, Docket No. CAA-2024-8452 is Hereby Stipulated, Agreed, and Approved.

FOR COMPLAINANT:

MARY  
GREENE

Digitally signed by  
MARY GREENE  
Date: 2024.06.28  
10:28:43 -04'00'

Mary E. Greene, Director  
Air Enforcement Division  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency

FOR RESPONDENT:



Signature

27 JUNE 2024

Date

Printed Name: CHARLES ORTIZ

Title: COMPTROLLER

Address: STREET B, LOT NO. 21, SABANA ABATO INDUSTRIAL PARK, CAROLINA, PR 00982

Federal Tax Identification Number: 660352124

Hazmat Transportation Solutions  
 31 Street #Gg-7  
 Rio Grande Estates  
 Rio Grande, Puerto Rico 00745  
 Tel: 787.887.7953

# Invoice

DATE	INVOICE #
4/11/2024	8082

BILL TO
Liferafts Incorporated of Puerto Rico PO Box 9022081 San Juan, Puerto Rico 00902-2081 Tel: 787.723.3237 Attention: Accounts Payable Department

DUE DATE	P.O. NUMBER
4/11/2024	

DESCRIPTION	QTY	RATE	AMOUNT
MultiModal Dangerous Goods Declarations "Ocean" Mode Consignee: Wilhelmsen Ships Services S.A. (Panama)	2	150.00	300.00
Emergency Response Communication Service Fee	1	60.00	60.00
Telephone Fee	1	10.00	10.00
PAID IN FULL (ATH Movil)	<b>Total</b>		<b>370.00</b>

**PIER 17 PUERTO RICO LLC**

1767 AVE. JESUS T. PIÑERO,  
SUITE B, URB. SUMMIT HILLS  
SAN JUAN, PR 00920

Voice: 787-945-2019  
Fax: 787-780-4814

**INVOICE**

Invoice Number: 24/2765  
Invoice Date: Apr 18, 2024  
Page: 1

Duplicate

Bill To:
LIFERAFTS INCORPORATED OF PUERTO RICO CALLE B, LOTE NO.21 SABANA ABAJO INDUSTRIAL PARK CAROLINA, PR 00982

Ship to:
LIFERAFTS INCORPORATED OF PUERTO RICO CALLE B, LOTE NO.21 SABANA ABAJO INDUSTRIAL PARK CAROLINA, PR 00982

Customer ID	Customer PO	Payment Terms	
LIFERAFTSPR	33120811	C.O.D.	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	GERHARD SCHULTE		4/18/24

Quantity	Item	Description	Unit Price	Amount
		HBL CHARGES		
		CONSOLIDATION#41/2024,		
		MANIFEST#2024/49, VESSEL: GERHARD		
		SCHULTE V: 204S,		
		CONTAINER#TCKU1149772(73 PKG)		
1.00	OCEAN FREIGHT	OCEAN FREIGHT	1,675.00	1,675.00
1.00		IMO CHARGE	300.00	300.00
1.00		SEAL	10.00	10.00
1.00		VGM	25.00	25.00
1.00	DOC	DOCUMENTATION CHARGE	55.00	55.00
1.00		AES/SED	35.00	35.00
1.00		TRANSFER CASTILLO AL TERMINAL	175.00	175.00
1.00		CHASSIS	125.00	125.00
		EXPORT FROM SAN JUAN PR TO		
		MANZANILLO		
		4/18/24 JCC		
Subtotal				2,400.00
Sales Tax				
Total Invoice Amount				2,400.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>2,400.00</b>

Check/Credit Memo No:

**PIER 17 PUERTO RICO LLC**  
 1767 AVE. JESUS T. PIÑERO,  
 SUITE B ,URB. SUMMIT HILLS  
 SAN JUAN, PR 00920

# INVOICE

Invoice Number: 24/2457  
 Invoice Date: Mar 1, 2024  
 Page: 1  
*Duplicate*

Voice: 787-945-2019  
 Fax: 787-780-4814

Bill To:
LIFERAFTS INCORPORATED OF PUERTO RICO CALLE B, LOTE NO.21 SABANA ABAJO INDUSTRIAL PARK CAROLINA, PR 00982

Ship to:
LIFERAFTS INCORPORATED OF PUERTO RICO CALLE B, LOTE NO.21 SABANA ABAJO INDUSTRIAL PARK CAROLINA, PR 00982

Customer ID	Customer PO	Payment Terms	
LIFERAFTSPR	33120811	C.O.D.	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	GERHARD SCHULTE		3/1/24

Quantity	Item	Description	Unit Price	Amount
		HBL CHARGES		
		CONSOLIDATION#41/2024, MANIFEST#2024/49, VESSEL: GERHARD SCHULTE V: 204S, CONTAINER#TCKU1149772(73 PKG)		
1.00	AGENCYFEE	AGENCY FEE	173.58	173.58
1.00		CONGESTION SURCHARGE	34.72	34.72
1.00	PORTCHARGES	PORT CHARGES	25.00	25.00
1.00		IMPORT FEE	30.00	30.00
1.00	CODFEE	COD FEE (3%)	7.89	7.89
1.00	DOC	DOCUMENTATION CHARGE	35.00	35.00
1.00	THC	TERMINAL HANDLING CHARGE (\$30/CBM) (MIN \$75)	208.20	208.20
1.00	HANDLING	HANDLING CHARGE ( \$20/CBM) (MIN \$50)	138.80	138.80
1.00	SCANNING	SCANNING FEE (MIN \$10)	19.08	19.08
1.00	CHASSIS	CHASSIS FEE (MIN \$6- MAX \$11)	11.00	11.00
1.00	AMS TRANSMISSION	AMS TRANSMISSION CHARGE	25.00	25.00
1.00		IMO CHARGE	75.00	75.00
1.00		CORRECCION DE HACIENDA REF:73 PKG, SHIP SUPPLIES HAZARDOUS, 3810KGS / 6.94CBM	25.00	25.00
Subtotal				Continued
Sales Tax				Continued
Total Invoice Amount				Continued
Payment/Credit Applied				
<b>TOTAL</b>				<b>Continued</b>

Check/Credit Memo No:

**PIER 17 PUERTO RICO LLC**  
 1767 AVE. JESUS T. PIÑERO,  
 SUITE B ,URB. SUMMIT HILLS  
 SAN JUAN, PR 00920

# INVOICE

Invoice Number: 24/2457  
 Invoice Date: Mar 1, 2024  
 Page: 2  
*Duplicate*

Voice: 787-945-2019  
 Fax: 787-780-4814

**Bill To:**  
 LIFERAFTS INCORPORATED OF PUERTO  
 RICO  
 CALLE B, LOTE NO.21  
 SABANA ABAJO INDUSTRIAL PARK  
 CAROLINA, PR 00982

**Ship to:**  
 LIFERAFTS INCORPORATED OF PUERTO  
 RICO  
 CALLE B, LOTE NO.21  
 SABANA ABAJO INDUSTRIAL PARK  
 CAROLINA, PR 00982

<b>Customer ID</b>	<b>Customer PO</b>	<b>Payment Terms</b>	
LIFERAFTSPR	33120811	C.O.D.	
<b>Sales Rep ID</b>	<b>Shipping Method</b>	<b>Ship Date</b>	<b>Due Date</b>
	GERHARD SCHULTE		3/1/24

Quantity	Item	Description	Unit Price	Amount
		3/7/24 JCC		
Subtotal				808.27
Sales Tax				
Total Invoice Amount				808.27
Payment/Credit Applied				
<b>TOTAL</b>				<b>808.27</b>

Check/Credit Memo No:



# RANK SHIPPING OF PUERTO RICO, INC.

P.O. BOX # 810058, CAROLINA, PR 00981-0058  
**US Customs Brokers**  
**Ocean Freight Forwarders**  
**Indirect Air Carriers**  
**Private Bonded Carriers**

CHB Lic. No. 11574  
 FMC Lic. No. 17543F

MAIN OFFICE:  
 MUELLE 15, CALLE VILLA VERDE  
 ESC. MIRAFLORES, MIRAMAR, PR 00908  
 TEL: (787) 722-4389 • FAX: (787) 721-2830  
 E-mail: admin@rankpr.com

TO LIFERAFTS INCORPORATED OF P. R.  
 P.O. BOX 9022081  
 SAN JUAN, P. R. 00902-2081

INVOICE NO.	INVOICE DATE	YOUR REFERENCE NO.
452991	05/14/2024	
Thank you for using our Services PAYABLE UPON PRESENTATION		

DESCRIPTION OF CHARGES	AMOUNT
IMMEDIATE EXPORTATION	100.00
CF-3499-MANIPULATION	50.00
SERVICES, EXPENSES & HAND	25.00
PLEASE PAY THIS AMOUNT → 175.00	

PIECES	WEIGHT	DESCRIPTION
73	379.5	UNICOOL REFRIGERANT
SHIPPER/CONSIGNEE		
WILHELMSEN SHIPS		
ORIGIN/DESTINATION	CUSTOMER NUMBER	
PANAMA	LIF003	
ENTRY NO.	ENTRY DATE	
170295013	04/18/2024	
AIRLINE/STEAMSHIP	ARRIVAL/DEPARTURE	
GERHARD SCHULTE	02/28/2024	
AWB/BL NO.	HAWB	
REMARKS	MAEIP26518AA5	
	HLXU126926	

If you are the importer of record, payment to the broker will not relieve you of liability for CBP charges in the event the charges are not paid by the broker. Therefore, if you pay by check, CBP charges may be paid with a separate check payable to "U.S. Customs and Border Protection."  
 "RANK SHIPPING OF PUERTO RICO, INC." has a policy against payment solicitation, or receipt of any rebate directly or indirectly, which would be unlawful under the United States Shipping Act, 1984, as amended.  
 Upon request, we shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges.

**THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE SIDE.**  
**IMPORTER MUST FURNISH MISSING DOCUMENTS WITHIN THE PERIOD OF TIME REQUIRED BY CBP REGULATIONS TO AVOID CBP PENALTIES.**

Ballindamm 25 - D-20095 Hamburg VAT-ID-No: DE813960018

Sea Waybill - Not Negotiable

## Sea Waybill

Multimodal Transport or Port to Port Shipment

Carrier: Hapag-Lloyd Aktiengesellschaft, Hamburg



**Shipper:**  
 LIFERAFTS INCORPORATED OF PUERTO RICO  
 CALLE B LOTE 21  
 SABANA ABAJO INDUSTRIAL PARK  
 CAROLINA, P.R. 00982

Carrier's Reference:	SWB-No.:	Page:
63944973	HLCUPSE240451494	2 / 3
Export References:		

**Consignee:**  
 WILHELMSSEN SHIPS SERVICE  
 EDIFICIO NO.9097 UNIDAD NO.7 PANAMA PACIFICO  
 BLVD PANAMERICA C ARRARIJAN VERACRUZ

Forwarding Agent:

**Notify Address (Carrier not responsible for failure to notify):**  
 SAME AS CONSIGNEE  
 DALKIS MAGALLON  
 WSS-PTY-LOGISTICS@WILHELMSSEN.COM  
 +507-304-6300

Consignee's Reference:

Place of Receipt:

**Vessel(s):** SLS AZURE      **Voyage-No.:** 2416S

Place of Delivery:

**Port of Loading:**  
 SAN JUAN, PUERTO RICO

**Port of Discharge:**  
 MANZANILLO (PA)

Container Nos., Seal Nos., Marks and Nos.	Number and Kind of Packages, Description of Goods	Gross Weight:	Measurement:
AES-ITN: X20240423437941	1 CONT. 20'X8'6" GENERAL PURPOSE CONT. SLAC*	3773.0	
HLXU 1126926	73 CYLINDERS		
SEALS : UL7033589	LOADED ON 4 PALLETS		
CBPMSS25684	UNICOOL REFRIGERANT MIXTURES		
	AES: X20240423437941		
	HS CODES:		
	3827.61.0000		
	3827.64.0000		
	2901.45.1000		
	UN NUMBERS:		
	1078		
	3340		
	3159		
	3337		
	CLASS 2.2		
	HS-CODE : 38 27 61		

Shipper's declared Value [see clause 7(2) and 7(3)]

Above Particulars as declared by Shipper. Without responsibility or warranty as to correctness by Carrier [see clause 11] **DRAFT**

Total No. of Containers received by the Carrier	Packages received by the Carrier:
1	

RECEIVED by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Total No. of Containers/ Packages received by the Carrier" for Carriage subject to all the terms and conditions hereof (INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE HEREOF AND THE TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF) from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable. In accepting this Sea Waybill the Merchant expressly accepts and agrees to all its terms and conditions whether printed, stamped or written or otherwise incorporated, notwithstanding the non-signing of this Sea Waybill by the Merchant.

**Movement:** FCL/FCL      **Currency:**

Charge	Rate	Basis	nW/Vol/Val	P/C	Amount

**Place and date of issue:**  
 PONCE      01.MAY.2024

Freight payable at:

ORIGIN

FOR ABOVE NAMED CARRIER,  
 L.A. AYALA COLON (AS AGENT)

Total Freight Prepaid	Total Freight Collected	Total Freight

Sea Waybill - Not Negotiable

DRAFT

DRAFT

DRAFT





SWB-No. HLCUPSE240451494

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Cont/Seals/Marks Packages/Description of Goods Weight Measure

\*SLAC = Shipper's Load, Stow, Weight and Count

SHIPPED ON BOARD, DATE : 01.MAY.2024  
PORT OF LOADING: SAN JUAN, PUERTO RICO  
VESSEL NAME: SLS AZURE VOYAGE: 2416S

PORT CHARGE ORIGIN PREPAID  
SEAFREIGHT + ADDITIONALS PREPAID  
PORT CHARGE DESTINATION PREPAID

DRAFT

DRAFT

DRAFT

Rank Shipping of P.R Inc.  
Date 05/06/2024 Time 10:17 AM

In-Bond Arrival/Export/Liability Transfer/Diversion (WT)

Page 1

Ref #	In-Bond #	AWB/BL #	Container #	Action	Cd Message Code and Description
452991	170325013			Export entire In-Bond	02 (271) DATA ADDED AS REQUESTED Date: 05/05/24 Time: 18:42 Port: 4909 Carrier:

Rank Shipping of P.R Inc.

Date 05/06/2024 Time 10:17 AM In-Bond Notification Status (NS) Page 1

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In-Bond #: 170325013	Ref #: 452991	In-Bond type: 63
U.S. Port of Destination: 4909		Foreign Destination: 22556
Master AWB: MAEU236518885	Qty: 73	Carrier: DMTF
Disposition: (50) EXPORT OF IN-BOND COMPLETE MO	Date: 05/05/24	Time: 18:42
VEMENT		
Entry #: 170325013		Entry Type: 63
Port: 4909	FIRMS Code: N744	Container #:
Remarks: INBOND EXPORTED ON 240505 AT 4909		
Container #: TCKU1149772	Seal #1: 000007744	Seal #2:

DEPARTMENT OF HOMELAND SECURITY  
U.S. Customs and Border Protection

APPLICATION AND APPROVAL  
TO MANIPULATE, EXAMINE, SAMPLE OR TRANSFER GOODS

Form Approved  
OMB No. 1651-0006  
Exp 05-31-2020

19 CFR 19.8, 19.11, 158.43

1. GOODS CONSIGNED TO (Name) LIFERAFTS INCORPORATED OF P.R.	2. GOODS EXPORTED FROM ANTWERP,BELGIUM	3. PORT/PORT CODE AND DATE OF APPLICATION 4909/04-15-2024
4. LOCATION OF GOODS N744-DEL CASTILLO WHSE	5. CARRIER OR SHIP (Name) GERHARD SCHULTE 204S	6. BILL OF LADING OR CBP 7512 NO. MAEU236518885 HB/L PSPQ33120811
7. IS AREA BONDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	8. ENTRY INFORMATION <input type="checkbox"/> Warehouse <input type="checkbox"/> Consumption	Number: Date: ETD: 03-27-2022

PERMISSION IS REQUESTED TO: (Describe the complete operation to be performed under CBP supervision on the goods listed below):

73 Pkgs UNICOOL Refrigerant Mixtures to be loaded on a 20' container.

9. MARKS AND NUMBERS	10. DESCRIPTION	FOR CBP USE ONLY 11. MANIPULATED VALUE
AS ADDR.	73 Pkgs UNICOOL Refrigerant Mixtures containig HFCS: (R-404A 45KG, R404A 9.5KG, R-407C 52KG, R-404F 51KG, R-134a 57KG, R-134a 12.5KG, R-404C 11KG)	
	WE HEREBY REQUEST PERMISSION TO LOAD MERCHANDISE MENTIONED ABOVE ON A 20' CONTAINER UNDER CUSTOMS SUPERVISION.	
	WE GUARANTEE PAYMENT UNDER OUR BOND NO. 66-0422836.	
12. SIGNATURE OF APPLICANT RANK SHIPPING OF P.R.,INC.	HILDARIS M RIVERA ATTY. IN FACT: VARADA	

Digitally signed by HILDARIS M RIVERA VARADA  
Date: 2024.04.16 15:50:33 -0400'

APPROVED

13. DATE 4/19/2024	14. SIGNATURE AND TITLE OF APPROVING CBP OFFICER Nelson Rivera
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**CUSTOMS AND BORDER PROTECTION OFFICER'S REPORT**

Date: 4/23/2024

MANIPULATION COMPLETED AS REQUESTED: When goods are repacked the CBP (warehouse) officer will report hereon the marks and numbers of packages repacked and the marks and numbers of packages and the weights or guage of same after repacking.

4/23/2024 0900 hrs	<i>M.P.</i> CBPO	73 PKGS UNICOOL Refrigerant Mixture Refused by EPA 3/21/24 to be Exported under CBP supervision.  Container HLXU1126926 CBP seal # M5525684	<i>M.P.</i>	4/23/24 0930 hrs
<i>Nothing Follow</i>				

(CBP Officer and Title) Nelson Rivera *[Signature]* CBPO 4/23/24

PAPERWORK REDUCTION ACT STATEMENT: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number and an expiration date. The control number for this collection is 1651-0006. Obligation to respond is required to obtain benefits. The estimated average time to complete this application is 6 minutes. If you have any comments regarding the burden estimate you can write to PRA Clearance Officer, U.S. Customs and Border Protection, Office of Regulations and Rulings, 90 K Street NE, Washington DC 20229.

REF #: 452991

LOG #

O.M.B No 1651-0003

19 CFR 10.60, 10.61, 123.41, 123.42

Entry No	
Port	
Date	

TRANSPORTATION ENTRY AND MANIFEST OF GOODS SUBJECT TO CBP INSPECTION AND PERMIT

U.S. Customs and Border Protection

Entry No	170325013
Class of Entry	63 I.E.

Part Code No 4909

First U.S. Port of Unloading

4909-SAN JUAN, PR

Part of 4909-SAN JUAN, PR

Date 04/12/2024

Entered or imported by JIFERAPTS INCORPORAT STREET B, LOT NO. 21 CAROLINA, PR IRS # 66-035212400 to be shipped OM TRANSPORT INC - 66-076733400


in bond via (U.S. Port of Origin) (Vessel or carrier) (U.S. number and weight) (Port of arrival) consigned to

CBP Port Director 4909-SAN JUAN, PR Final foreign destination 22556-MANZANILLO, (PUERTO RICO) Consignee WILHELMESEN SHIPS SERVICE EDIFICIO NO. 9097 UNIDAD 7 PANAMA PACIFICO BLVD P

Foreign port of lading 42305-ANTWERP, ANVERS, BELGIUM, No. MAFU236518885 Date of sailing 01/18/2024

Imported on the GERHARD SCHULTE-204S Flag HONG KONG on 02/28/2024 via (Last foreign port)

Exported from BELGIUM on 01/18/2024 Goods now at N744-ALMACENES DEL CAST

Marks and Numbers of Packages	DESCRIPTION AND QUANTITY OF MERCHANDISE NUMBER AND KIND OF PACKAGES (Describe fully as per shipping papers)	GROSS WEIGHT IN POUNDS	VALUE (Dollars Only)	RATE	DUTY
AS ADDR	39PKG CON 15% > 1, 1, 1-TRIFLU (HFC)	3549	8910		
AS ADDR	8PKG OTH, 30% > MASS TETRAFL (HFC-	1429	3102		
AS ADDR	13PKG OTH, 30% > MASS TETRAFL (HFC-	1631	4385		
AS ADDR	13PKG FLUORINATE HYDROCARBN, HF	1753	4259		
MERCHANDISE DETAINED BY EPA UNDER ENTRY NO. D8400821467 TO BE EXPORTED UNDER CUSTOMS SUPERVISION BOOKING: 63944973 M/V MAIRA 2415S QP01170325013  ** QP Inbond Authorized **		Cont. # HLXU 1126926 CBP Seal # M5525684			

G.O. No  Check (if withdrawn for Vessel supplies (19 U.S.C. 1309))

**CERTIFICATE OF LADING FOR TRANSPORTATION IN BOND AND/OR LADING FOR EXPORTATION FOR**  
 4909-SAN JUAN, PR

WITH THE EXCEPTIONS NOTED ABOVE, THE WITHIN-DESCRIBED GOODS WERE:

Delivered to the Carrier named above, for delivery to the CBP Port Director at destination sealed with CBP seals Nos. **M5525684** or the packages (were) (were not) labeled, or corded and sealed.

**INBOND MOVEMENT AUTHORIZED**  
 4/23/2024

Laden on the (Vessel, vehicle, aircraft) which cleared for **MANZANILLO, (PUERTO) PANA** on **01/18/2024** as verified by export records.

I truly declare that the statements contained herein are true and correct to the best of my knowledge and belief.  
 Entered or withdrawn by **RANK SHIPPING OF P.R. INC. P.O. BOX 810058, CAROLINA, PR 00981-005 ATTY. IN FACT HILDARIS RIVERA**

To the Inspector: The above-described goods shall be disposed of **OM TRANSPORT INC IRS#: 66-076733400**

For the Port Director  
 Received from the Port Director of the above CBP Location the merchandise described in this manifest for transportation and delivery into the custody of the CBP officers at the port named above all packages in apparent good order except as noted hereon.

Attorney or Agent of Carrier  
 CBP Form 7512 (02/12)

REF #: 452991

LOG #

PAGE # 0002

OMB No. 1651-0001

19 CFR 10.50, 10.61, 133.41, 133.42

Entry No.	_____
Part	_____
Date	_____

TRANSPORTATION ENTRY AND MANIFEST OF GOODS SUBJECT TO CBP INSPECTION AND PERMIT

U. S. Customs and Border Protection

Entry No.	170325013
Class of Entry	63 I.E.

Part Code No. 4909

First U.S. Port of Lading 4909-SAN JUAN, PR

Part of 4909-SAN JUAN, PR

Date 04/12/2024

Entered or imported by LIFERAFTS INCORPORAT STREET B, LOT NO. 21 CARGO/IRS # 66-035212400 to be shipped OM TRANSPORT INC - 66-076733400


in bond via \_\_\_\_\_ consigned to \_\_\_\_\_

CBP Port Director 4909-SAN JUAN, PR Final foreign destination 22556-MANZANILLO, (PUERT Consignee WILHELMSEN SHIPS SERVICE EDIFICIO NO. 9097 UNIDAD 7 PANAMA PACIFICO BLVD P

Foreign port of lading 42305-ANTWERP, ANVERS, BELGIUM, No. MAFU236518885 Date of sailing 01/18/2024

Imported on the GERHARD SCHULTE-2045 Flag HONG KONG on 02/28/2024 via \_\_\_\_\_

Exported from BELGIUM on 01/18/2024 Goods now at N744-ALMACENES DEL CAST

Marks and Numbers of Packages	DESCRIPTION AND QUANTITY OF MERCHANDISE NUMBER AND KIND OF PACKAGES	GROSS WEIGHT IN POUNDS	VALUE (Dollars Only)	RATE	DUTY
	ETD: 04/29/2024  Cont.# HLXU1126926 CBP Seal # M5525684  QP01170325013  ** QP Inbond Authorized **				
TOTALS:	73	8362	20656		.00

G.O. No.  Check if withdrawn for Vessel supplies (19 U.S.C.1309)

CERTIFICATE OF LADING FOR TRANSPORTATION IN BOND AND/OR LADING FOR EXPORTATION FOR

4909-SAN JUAN, PR

I truly declare that the statements contained herein are true and correct to the best of my knowledge and belief.

Entered or withdrawn by \_\_\_\_\_

WITH THE EXCEPTIONS NOTED ABOVE, THE WITHIN-DESCRIBED GOODS WERE:

Delivered to the Carrier named above, for delivery to the CBP Port Director at destination sealed with CBP seals Nos.

Laden on the -

RANK SHIPPING OF P.R. INC.  
P.O. BOX 810058, CAROLINA, PR 00981-005  
ATTY. IN FACT HILDARIS RIVERA

of the packages (were) (were not) labeled, or corded and sealed.

which cleared for - MANZANILLO, (PUERTO) PANA

To the Inspector: The above-described goods shall be disposed of \_\_\_\_\_

INBOND MOVEMENT AUTHORIZED

on 01/18/2024

Received from the Port Director of the above CBP Location the merchandise described in this manifest for transportation and delivery into the custody of the CBP officers at the port named above all packages in apparent good order except as noted herein.

as verified by export records.

OM TRANSPORT INC IRS#: 66-076733400

Attorney or Agent of Carrier

CBP Form 7512 (02/12)

**CERTIFICATE OF SERVICE**

I certify that copies of the foregoing “Expedited Settlement Agreement/Consent Agreement” and “Final Order,” in the matter of Liferrafts Incorporated of P.R., Docket No. CAA-2024-8452, were sent to the following persons in the manner indicated:

**By E-mail:**

Ethan Thompson  
Attorney-Advisor  
United States Environmental Protection Agency  
Air Enforcement Division  
[thompson.ethan@epa.gov](mailto:thompson.ethan@epa.gov)

Charles Ortiz  
Comptroller/HSSE & QA Director  
Liferrafts Incorporated of Puerto Rico  
[charles@liferrafts-inc.com](mailto:charles@liferrafts-inc.com)

Ricardo Guzmán-López de Victoria  
Attorney for Respondent  
[rguzman@rglawpr.com](mailto:rguzman@rglawpr.com)

Dated: Jul 12, 2024

*Emilio Cortes*

Emilio Cortes  
Clerk of the Board