SHIPPER M/S. PENVER PRODUCTS LIMITED AP 22/610 A & 610 B, DISTRICT INDUSTRIES ESTATE, AROOR, ALAPPUZHA, KERALA-688534, INDIA CONSIGNEE TO ORDER OF CREDIT LYONNAIS

DRAFT **BILL OF LADING**

0057E **BILL OF LADING NUMBER** CSN0183245

VOYAGE NUMBER

FRANCE
NOTIFY PARTY, Carrier not to be responsible for failure to notify

EUROCONTACT RESIDENCE WACOGNE BATIMENT A

OF PACKAGES

RUE MONT SAINT ADRIEN 62200 BOULOGNE SUR MER FRANCE

7 RUE

CHARLES PARADINAS 92110 CLICHY

CONTAINER AND SEALS

CARRIER: CMA CGM Société Anonyme au Capital de 234 988 330 Euros Head Office: 4, quai d'Arenc - 13002 Marseille - France Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95 562 024 422 R.C.S. Marseille

CMA CGM

CARGO

KGS

KGS

4560

CRM

50.000

FREIGHT TO BE PAID AT NUMBER OF ORIGINAL BILLS OF LADING PRE CARRIAGE BY* PLACE OF RECEIPT* COCHIN THREE (3) VESSEL PORT OF LOADING PORT OF DISCHARGE FINAL PLACE OF DELIVERY* SM KAVERI DUNKERQUE, FRANCE COCHIN, INDIA MARKS AND NOS DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER **GROSS WEIGHT TARE MEASUREMENT** NO AND KIND

SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN

EXPORT REFERENCES

SEKU9286856 1 x 40RA 1875 CARTONS 22500.000 SEAL C6088086 1 X 40 1875 CARTONS FROZEN COOKED PUD SHRIMPS IQF (SOLENOCERA CRASSICORNIS) TREATED WITH SALT/ E330/E331/E160C PACKING: 24 X 400GR NET WEIGHT/NET COUNT SIZE 300/500 1875 CARTONS 18000KG TOTAL NET WEIGHT: 18000.000 KGS TOTAL GROSS WEIGHT: 22500.000 KGS

FREIGHT PREPAID

ORIGIN OF PRODUCT: INDIA DELIVERY TERMS : CFR DUNKERQUE, FRANCE AS PER INCOTERMS ICC 2000 SB NO.1282040 DT.25.05.2023 DATA LOGGER REFERENCE NO: TP19221201393, TP19221201395, TP19221201408

Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of -22 degrees Celsius

Continued on Next Sheet Sheet 1 of 3 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE

ADDITIONAL CLAUSES be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting thereof and be subject to freight surcharge.

4. Cargo at port is at merchant risk, expenses and responsibility 5. FCL

PLACE AND DATE OF ISSUE

77. THC at destination payable by Merchant as per line/port tariff

91. Ground rent/storages/power supply/monitoring costs at port of discharge for Merchant's account

92. Reefer container can only be operated by electrical power. During land transportation the Carrier will not be liable in any respect whatsoever for consequences, due to non refrigeration.

194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the

York/Antwerp rules, 2004

202. Demurrage and detention shall be calculated and paid as per general tariff available on the web site www.cma-cgm.com, or in any of CMA CGM agency. However if special free time conditions are granted, then rates applicable as per general tariff grid shall start from the day following the last free day. 216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may

222. Following to the strike affecting the French ports, cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. All additional costs, including but not limited to storage, demurrage at the alternative discharge port or extra on forwarding costs, shall be for Merchant's account and payable upon delivery

225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading on the deck of any vessel and in taking remittance of this bill of lading the Merchant (including the shipper, the consignee and the holder of the bill of lading, as the case may be) confirms his express acceptance of all the terms and conditions of this bill of lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the goods on the deck of any vessel.

239. This Bill of Lading has been generated electronically. Bills of Lading bearing a CMA CGM stamp and/or manual signature shall be considered as forged and will be treated as null.

274. The Merchant is responsible for returning any empty container, with interior clean, free of any

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 above stated by the shipper to comprise the cargo specified above for transportation subject to all the terms hereof (including the terms on page one) 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. Delivery of the Goods will only be made on payment of all Freight and charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the noticer, the nights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statutes rendering them binding upon the shipper, holder and carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.

All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Bill of Lading shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office.

In witness whereof three (3) original Bills of Lading, unless otherwise stated above, have been issued, one of which being accomplished, the others to be void.

(OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)

28 MAY 2023

SIGNED FOR THE SHIPPER *APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING

MUMBAI

SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Agencies (India) Pvt Ltd as agents for the carrier CMA CGM S. A.



DRAFT **BILL OF LADING**

VOYAGE NUMBER 0057E

BILL OF LADING NUMBER CSN0183245

PRE CARRIAGE BY* PLACE OF RECEIPT* FREIGHT TO BE PAID AT NUMBER OF ORIGINAL BILLS OF LADING COCHIN THREE (3) PORT OF LOADING FINAL PLACE OF DELIVERY* VESSEL PORT OF DISCHARGE SM KAVER COCHIN, INDIA DUNKERQUE, FRANCE MARKS AND NOS NO AND KIND DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER **GROSS WEIGHT** TARE MEASUREMENT

SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN

DISCHARGE PORT AGENT: CMA CGM AGENCES FRANCE SAS 1 QUAI COLBERT CS67007

LE HAVRE FRANCE

OF PACKAGES

TEL: +33(0)232741600 FAX: +33(0)232741817

Shipped on Board SM KAVERI 28-MAY-2023 CMA CGM Agencies (India)

Pvt Ltd As agents for the Carrier

Weight in Kgs Total: 1 CONTAINER(S)

CONTAINER AND SEALS

Continued From Previous Sheet

Sheet 2 of 3

22500.000

CARGO KGS

4560

KGS

50.000

CBM

ABOVE PARTICULARS DECLARED BY SHIPPER CARRIER NOT RESPONSIBLE

ADDITIONAL CLAUSES

dangerous goods placards, labels or markings, at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidated damages equivalent to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention and demurrage and/or container indemnity as referred above.

358. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion. Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge

port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof

366. The Merchant warrants that the particulars relating to the Goods have been checked and that such particulars are adequate and correct. In case of failure of the Merchant to comply with such warranty, the Carrier shall be entitled to charge the Merchant at any time an amount of USD 2,000 per Container or Goods (for non-containerized cargo) as processing and administrative fees. This fee shall also be applicable in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier, or the weight declared to the Carrier (for non-containerized cargo), and the weight declared by the Shipper in his shipping instruction or otherwise weighted during the Carriage.

372. Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or related to the performance of the Carriage of the Goods with third parties, including but not limited to digital supply chain platforms.

374.Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods and the Container(s) listed in this Bill of Lading shall be destined and on-carried to Russian Federation territory or Republic of Belarus after unloading at port of discharge.

PLACE AND DATE OF ISSUE MUMBAI 28 MAY 2023

SIGNED FOR THE SHIPPER *APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED

TRANSPORT BILL OF LADING

SIGNED FOR THE CARRIER CMA CGM S A BY CMA CGM Agencies (India) Pvt Ltd as agents for the carrier CMA CGM S. A.



DRAFT BILL OF LADING

VOYAGE NUMBER
0057E
BILL OF LADING NUMBER

CSN0183245

PRE CARRIAGE BY*			PLACE OF RECEIPT*	FREIGHT TO BE PAID AT		NUMBER OF ORIGINAL BILLS OF LADING		
				COCHIN		THREE (3)		
VESSEL			PORT OF LOADING	PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*		
SM KAVERI COC		COCHIN	, INDIA	DUNKERQUE, FRANCE				
MARKS AND NOS CONTAINER AND SEALS	NO AND OF PACK			AND GOODS AS STATED BY SHIPPER AND COUNT SAID TO CONTAIN	G	GROSS WEIGHT CARGO	TARE	MEASUREMENT

Continued From Previous Sheet Sheet 3 of 3 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

375.Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods listed in this Bill of Lading shall be stuffed and on-carried from the Russian Federation territory or Republic of Belarus before loading at port of loading.

PLACE AND DATE OF ISSUE	MUMBAI	28 MAY 2023
	•	

SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Agencies (India) Pvt Ltd as agents for the carrier CMA CGM S. A.

SIGNED FOR THE SHIPPER
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING