VKM FOODS PRIVATE LIMITED. 202. RAHEJA ARCADE PLOT NO.61, SECTOR-11 CBD BELAPUR, NAVI MUMBAI-PIN - 400 614. DISTRICT-THANE STATE - MAHARASHTRA, INDIA CONSIGNEE CONGELADOS DEL CIBAO P & M SRL., CALLE CAPOTILLO NO. 48,

## DRAFT **BILL OF LADING**

0MXGOW1MA **BILL OF LADING NUMBER** 

**VOYAGE NUMBER** 

AMC2130684

NUMBER OF ORIGINAL BILLS OF LADING

**EXPORT REFERENCES** 

PLACE OF RECEIPT\*

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

PHOENIX SEAFOODS UK LTD

SANTIAGO, DOMINICAN REPUBLIC,

3 MORE LONDON RIVERSIDE LONDON SE1 2RE- UNITED **KINGDOM** 

PRE CARRIAGE BY\*

RNC NO. 130323445

SHIPPER

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

FREIGHT TO BE PAID AT

**CMA CGM** 

MUMBAI PORT OF LOADING VESSEL PORT OF DISCHARGE FINAL PLACE OF DELIVERY\* CYPRESS NHAVA SHEVA, INDIA CAUCEDO, DOMINICAN REPUBLIC DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER **GROSS WEIGHT** MARKS AND NOS NO AND KIND **TARE** MEASUREMENT CONTAINER AND SEALS OF PACKAGES SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN **CARGO** KGS KGS CRM TRIU8792463 1 x 40RH 2100 CARTONS 21210.000 4700 40.000 SEAL R0056895S NIL 1X40'FCL REEFER TOTAL 2100 CARTONS (42000.00 LBS NET WEIGHT) FROZEN COOKED PDTO VANNAMEI SHRIMP PACKING: 10 X 2 LBS SPECIES : LITOPENAEUS VANNAMEI HS CODE: 160521 INDIAN ORIGIN INVOICE NUMBER: VKM/T/23-24/63 DATE: 20.11.2023 PROCESSING PLANT: VKM FOODS PRIVATE LIMITED PLOT NO. M-54, M.I.D.C TALOJA INDUSTRIAL ESTATE, TALUKA PANVEL, DISTRICT RAIGAD - 410208 MAHARASHTRA, INDIA GROSS WEIGHT :

ADDITIONAL CLAUSES

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE

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.

143. Merchant must ensure they are paid for their cargo prior to the beginning of the voyage. Merchant and any party to this bill of lading are advised that according to destination country law and practice the Carrier has absolutely no control on cargo once discharged. Cargo is delivered through customs to receiver. This may be done without surrendering original bill of lading to ship agent. In such case, the Carrier will not be responsible for any claim due to delivery of cargo without original bill of lading. 194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the

York/Antwerp rules, 2004.

Sheet 1 of 2

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 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.

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.

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 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 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)

46718.06 LBS (21210.00 KGS)

42000.00 LBS (19068.00 KGS) S/B.NO.5459096 Date: 21/11/2023

NET WEIGHT :

FREIGHT PREPAID Continued on Next Sheet

SIGNED FOR THE CARRIER CMA CGM S.A.

23 NOV 2023

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

MUMBAI

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



## DRAFT **BILL OF LADING**

**VOYAGE NUMBER** 

0MXGOW1MA

**BILL OF LADING NUMBER** AMC2130684

PRE CARRIAGE BY*		PLACE OF RECEIPT*		FREIGHT TO BE PAID AT		NUMBER OF ORIGINAL BILLS OF LADING		
				MUMBAI		THREE (3)		
VESSEL		PORT OF LOADING		PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*		
CYPRESS		NHAVA SHEVA, INDIA		CAUCEDO, DOMINICAN REPUBLIC				
MARKS AND NOS	NO AND	KIND	DESCRIPTION OF PACKAGES	AND GOODS AS STATED BY SHIPPER	GF	ROSS WEIGHT	TARE	MEASUREMENT

**CONTAINER AND SEALS** OF PACKAGES SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN CARGO KGS KGS **CBM** 

Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of -18 degrees Celsius

PREPAID CHARGES:

TERMINAL HANDL CH ORIGIN: INR 32,370.00 OCEAN CARRIER-INTL SHIP & PORT: USD 14.00 SEALING SERVICE EXPORT: USD 10.00 EXPORT DOCUMENTATION FEE: INR 4,500.00 EXPORT DECLARATION SURCHARGE: USD 27.00 OCEAN FREIGHT ALL IN: USD 2,500.00

COLLECT CHARGES:

TERMINAL HANDL. CH DESTINATIO: USD 200.00

DISCHARGE PORT AGENT: CMA CGM DOMINICANA SAS AVENIDA ABRAHAM LINCOLN 504 TORRE B&R 9TH FLOOR

SANTO DOMINGO CITY DOMINICAN REPUBLIC

Shipped on Board CYPRESS 23-NOV-2023 CMA CGM Agencies (India)

Pvt Ltd As agents for the Carrier

Weight in Kgs Total: 1 CONTAINER(S)

Continued From Previous Sheet

Sheet 2 of 2

21210.000

4700

40.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

## **ADDITIONAL CLAUSES**

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

a66. 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.

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	23 NOV 2023
SIGNED FOR THE SHIPPER		

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

\*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING