SEASAGA ENTERPRISES PVT LTD PLOT NO: R-25 AND R-26 TTC INDUSTRIAL AREA, RABALE, NAVI MUMBAI - 400 701 INDIA **EIC APPROVAL NO 278** CONSIGNEE TO ORDER OF

SHIPPER

DISTRIBUTORS (PTY) LTD

ATLANTIS SEAFOOD DISTRIBUTORS (PTY) LTD

145 NEIL HARE ROAD ATLANTIS INDUSTRIAL 7349

SOUTH AFRICA.

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

# DRAFT **BILL OF LADING**

0MSHPW1MA **BILL OF LADING NUMBER** 

**VOYAGE NUMBER** 

AMC2133642

ATLANTIS SEAFOOD



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

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*		
MAERSK DANUBE		NHAVA SHEVA, INDIA		CAPE TOWN, SOUTH AFRICA			

**EXPORT REFERENCES** 

DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER MARKS AND NOS NO AND KIND GROSS WEIGHT TARE MEASUREMENT CONTAINER AND SEALS OF PACKAGES SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN **CARGO** KGS CRM KGS TEMU9236076 1 x 40RH 1800 CARTONS 19800.000 4600 50.000 SEAL R0204496S 1X40 FT, FCL 1800 CARTONS. 1800 CARTONS OF FROZEN RAW HLSO EASY PEEL VANNAMEI SHRIMPS IQF SPECIES: LITOPENAEUS VANNAMEI PACKING: 10X1 KG WITH 20% GLAZE NET WEIGHT: 14,400.00 KGS FROZEN WEIGHT: 18,000.00 KGS GROSS WEIGHT: 19,800.000 KGS TEMPERATURE DATA LOGGER NUMBER: MS-CN-188-0410 SHIPPING BILL NUMBER: 5920107 DATE: 09/12/2023 FREIGHT PREPAID FCL/FCL

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

-22 degrees Celsius

CMA CGM SHIPPING AG SOUTH AFRICA PT Continued on Next Sheet Sheet 1 of 2

DISCHARGE PORT AGENT:

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE

### ADDITIONAL CLAUSES

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

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)

SIGNED FOR THE CARRIER CMA CGM S.A. PLACE AND DATE OF ISSUE MUMBAI 20 DEC 2023 BY CMA CGM Agencies (India) Pvt Ltd as agents for the carrier CMA CGM S. A. SIGNED FOR THE SHIPPER

consent to the possible carriage of the goods on the deck of any vessel.

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



## DRAFT **BILL OF LADING**

KGS

19800.000

**VOYAGE NUMBER** 0MSHPW1MA

**BILL OF LADING NUMBER** AMC2133642

CRM

PRE CARRIAGE BY*			PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF	NUMBER OF ORIGINAL BILLS OF LADING		
				MUMBAI	THREE (3)			
VESSEL		PORT OF LOADING		PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		DELIVERY*	
MAERSK DANUBE		NHAVA SHEVA, INDIA		CAPE TOWN, SOUTH AFRICA				
MARKS AND NOS CONTAINER AND SEALS	NO AND		DESCRIPTION OF PACKAGES A	AND GOODS AS STATED BY SHIPPER AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT	

57 RICHEFOND CIRCLE BUILDING A RIDGEVIEW OFFICE PARK UMHLANGA RIDGE UMHLANGA SOUTH AFRICA

Shipped on Board MAERSK DANUBE 20-DEC-2023 CMA CGM Agencies (India) Pvt Ltd As agents for the Carrier

KGS

4600

50.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

Sheet 2 of 2

Continued From Previous Sheet

## ADDITIONAL CLAUSES

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.

Weight in Kgs Total: 1 CONTAINER(S)

of Lading shall be stumbefore loading at port of San Developer loading at port of San Destruction and demurrage and/or container indemnity as referred above.

of Lading shall be stumbefore loading at port of San Developer loading a

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.

before loading at port of loading.

379. Merchant is reminded that pursuant to the Terms and Conditions of this Bill of Lading Carrier may, in its discretion and at any time, proceed by any route. If the voyage is, or is likely to be affected by any risk, the Carrier may, without prior notice to the Merchant and at in its sole discretion, carry the Goods by an alternative route to that initially foreseen. The Carrier shall be entitled to charge additional Freight, as the

PLACE AND DATE OF ISSUE 20 DEC 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