SHIPPER KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES DEVELOPMENT LTD MATSYAFED ICE & FREEZING PLANT COCHIN - 682 005, KERALA, INDIA CONSIGNEE

PLACE OF RECEIPT\*

GROSS WT: 29100 KGS

FREIGHT PREPAID

KERALA, INDIA. APPROVAL NO. 731

TEMPERATURE RECORDER - 0010012103190047

# DRAFT **BILL OF LADING**

0067E **BILL OF LADING NUMBER** 

**VOYAGE NUMBER** 

CSN0186934

NUMBER OF ORIGINAL BILLS OF LADING

TO ORDER

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

SOCIETE INDUSTRIELLE DE CONSERVES ALIMENTAIRES ET DE PECHE "SICAP" LOT NO: 36 Z.I, ROUTE BOUMERDES MAHDIA, TUNISIE

PRE CARRIAGE BY\*

CMA CGM

FREIGHT TO BE PAID AT

**EXPORT REFERENCES** 

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

THREE (3)

VESSEL			PORT OF LOADING	PORT OF DISCHARGE	FINAL I		PLACE OF DELIVERY*	
SM MAHI		COCHIN	, INDIA	SFAX PORT, TUNISIA				
MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES		DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN		GROSS WEIGHT CARGO		TARE	MEASUREMENT
TTNU8703590 SEAL R0183856S	1 x	40RH	845 BAGS		29	KGS 9100.000	KGS 4460	CBM 50.000
			ROUND PACKING: RUNNING WEIGHT SIZE: SKIPJACK TUNA 2KG SCIENTIFIC NAME: KATSUWO INVOICE NUMBER: MIFP/EXP AS PER PROFORMA INVOICE ZOTC/SICAP/093/2023-2024	TROZEN SKIP JACK TUNA WHOLE IN PP BAGS UP DNUS PELAMIS 0/31/23-24/DTD 23.02.2024 NO.				

COCHIN

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

#### ADDITIONAL CLAUSES

PROCESSED & PACKED BY: KERALA STATE CO-OPERATIVE FEDERATION FOR FISHERIES DEVELOPMENT LTD., MATSYAFED ICE & FREEZING PLANT, COCHIN. 682 005,

GOODS ARE STOWED IN A REFRIGERATED CONTAINER TEMPERATURE SET AT MINUS 18 DEGREE CELSIUS.

4. Cargo at port is at merchant risk, expenses and responsibility 5. FCL 73. Free out

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

153. All expenses, including but not limited to overtime/drayage to stacking area if any, from ship's hold up to reloading of empties in ship's hold/deck are for Receiver's account.

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 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 dangerous goods placards, labels or markings, at the designated place, and within 60 days following to

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 fulle of common law or statutes rendering them binding upon the shipper, noider 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)

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

SIGNED FOR THE CARRIER CMA CGM S.A.

PLACE AND DATE OF ISSUE MUMBAI 28 FEB 2024 SIGNED FOR THE SHIPPER \*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING

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



### DRAFT **BILL OF LADING**

**VOYAGE NUMBER** 0067E

**BILL OF LADING NUMBER** CSN0186934

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 MAHI	COCHIN, INDIA	SFAX PORT, TUNISIA			

NO AND KIND **GROSS WEIGHT** TARE **MEASUREMENT** MARKS AND NOS DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER **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

DISCHARGE PORT AGENT: CMA CGM TUNISIA IMMEUBLE MARHABA CENTER RUE TAHAR SFAR ET ABOULKACEM CHEBBI INTERSECTION SFAX TIINTSTA Shipped on Board SM MAHI 28-FEB-2024 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 3

29100.000

4460

50.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES 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.

As a payment or an electrical and demonrage and/or container indemnity as reterred above. 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

TRANSPORT BILL OF LADING

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.

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 Carrier may determine.

380. Merchant acknowledges that the average transit time is increased for Vessels sailing via the Cape of Good Hope and/or to allow transshipment of Containers destined for ports in the Red Sea area. The

PLACE AND DATE OF ISSUE MUMBAI 28 FEB 2024 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



## DRAFT BILL OF LADING

VOYAGE NUMBER
0067E
BILL OF LADING NUMBER

CSN0186934

PRE CARRIAGE BY*			PLACE OF RECEIPT*	FREIGHT TO BE PAID AT		NUMBER OF ORIGINAL BILLS OF LADIN		
				COCHIN		THREE (3)		
VESSEL			PORT OF LOADING	PORT OF DISCHARGE		FINAL F	LACE OF D	DELIVERY*
SM MAHI		COCHIN	, INDIA	SFAX PORT, TUNISIA				
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

Merchant warrants that at the time of shipment the Goods are fit for carriage for the full period of Carriage and accepts the risk of damage to the Goods which may be caused by the prolonged transit time.

PLACE AND DATE OF ISSUE	MUMBAI	28 FEB 202	24
SIGNED FOR THE SHIPPER			

a a

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