SHIPPER KAY KAY EXPORTS KAY KAY HOUSE 39/116 MULLASSERY CANAL ROAD COCHIN - 682 011, INDIA CONSIGNEE

DRAFT BILL OF LADING

0079E **BILL OF LADING NUMBER**

VOYAGE NUMBER

CSN0186945

CONSIGNEE				EXPORT REFERENCES					
TO ORDER									
				CMA CGM					
NOTIFY PARTY, Carrier not	to be respo	nsible for	failure to notify						
SEA FISH S.P.A. VIA TRENTO 53 20021 BOLLATE (MI), I E.O.R.I. NO. IT 043855 TEL: +39 02 3501221 FAX: +39 02 3501222			·	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		
				COCHIN		THREE (3)			
VESSEL			PORT OF LOADING	PORT OF DISCHARGE		FINAL F	NAL PLACE OF DELIVERY*		
MOGRAL		COCHIN	PORT, INDIA	GENOA PORT, ITALY					
MARKS AND NOS CONTAINER AND SEALS	NO AND			AND GOODS AS STATED BY SHIPPER AND COUNT SAID TO CONTAIN	G	GROSS WEIGHT CARGO	TARE	MEASUREMENT	
APRU6126590 SEAL R0183968S	1	×40RH		RA) E223, E330, E331 JCH JO NET WEIGHT KGS 17,640 NUMBER KKE/042/2023-2024 DELIVERY TERMS: CFR GENOA (R) 2020) 3.02.2024 02.2024	22	KGS 2932.000	KGS 4580	CBM 50.000	

Continued on Next Sheet Sheet 1 of 2

PROCESSOR/PACKER : KAY KAY EXPORTS BUILDING NO. IX/388/388A, CHANTHAPALAM KANNAMALY P.O., KOCHI - 682008, KERALA, INDIA

FREIGHT PREPAID

EU APPROVAL NO. 765

AT MINUS 18 CELSIUS DEGREES

FCL/FCL CY/CY

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE

ADDITIONAL CLAUSES

GOODS SHIPPED AND STOWED IN REFRIGERATED CONTAINER

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

225. The shipper acknowledges that the Carrier may carry the goods identified in his 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.

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.

- 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)

06 MAR 2024

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 0079E

BILL OF LADING NUMBER CSN0186945

KGS

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*			
		COCHIN PORT, INDIA		GENOA PORT, ITALY					
MARKS AND NOS	NO AND	KIND	DESCRIPTION OF PACKAGES	AND GOODS AS STATED BY SHIPPER	G	ROSS WEIGHT	TARE	MEASUREMENT	

SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN

CARGO IS STOWED IN A REFRIGERATED CONTAINER SET AT THE SHIPPER'S REQUESTED CARRYING TEMPERATURE OF -18 DEGREES CELSIUS

DISCHARGE PORT AGENT: CMA CGM ITALY SRL VIA SILVIO PELLICO 1 GENOA ITALY

TEL: 0039 010 59671 FAX: 0039 010 5967 324

Shipped on Board MOGRAL 06-MAR-2024 CMA CGM Agencies (India) Pvt Ltd As agents for the Carrier

Weight in Kgs Total: 1 CONTAINER(S)

CONTAINER AND SEALS

OF PACKAGES

Continued From Previous Sheet

Sheet 2 of 2

22932.000

CARGO KGS

4580

50.000

CBM

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

06 MAR 2024

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.

particular for payment of all detention and demurrage 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 digital supply chain platforms.

374. Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods and the

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. 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 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.

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.

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

MUMBAI

PLACE AND DATE OF ISSUE

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