BATHSHA MARINE EXPORTS PVT LTD BUILDING NO. II/732. INDUSTRIAL ESTATE, AROOR, ALAPPUZHA, KERALA, INDIA PIN. 688534 CONSIGNEE

PLACE OF RECEIPT\*

Continued on Next Sheet

# DRAFT **BILL OF LADING**

0070E **BILL OF LADING NUMBER** 

**VOYAGE NUMBER** 

CSN0187257

NUMBER OF ORIGINAL BILLS OF LADING

SOCIETE INDUSTRIELLE DE CONSERVES

SHIPPER

ALIMENTAIRES ET DE PECHE "SICAP" LOT NO. 36 Z.I, ROUT BOUMERDES MAHDIA, TUNISIE.

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, ROUT BOUMERDES MAHDIA, TUNISIE.

PRE CARRIAGE BY\*

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

				COCHIN		THREE (3)		
VESSEL			PORT OF LOADING	PORT OF DISCHARGE	FINAL		L PLACE OF DELIVERY*	
SM KAVERI		COCHIN		SFAX				
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
SEGU9539477 SEAL R2352541	1	x40RH	SFAX PORT, TUNISIA NET WEIGHT: 29000 KG GRO INVOICE NO. BMEPL/H/26/2 SB NO. 8134922 DTD. 07.0 TEMPERATURE LOGGER ID: E FREIGHT PREPAID TEMPERATURE: -18 DEGREE	OLE ROUND IN PP BAGS INDIA PORT OF DISCHARGE: OSS WEIGHT: 29100 KG 23-24 DTD. 07.03.2024 03.2024 EFL238116176 CELSIUS BATHSHA MARINE EXPORTS PVT FRIGERATED CONTAINER SET PED CARRYING TEMPERATURE	29	KGS 9100.000	KGS 4520	CBM 50.000

### ADDITIONAL CLAUSES 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.

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE

Sheet 1 of 3

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

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 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.

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

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 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 13 MAR 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
0070E

BILL OF LADING NUMBER
CSN0187257

CBM

PRE CARRIAGE BY	Y*		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		COCHIN		SFAX					
MARKS AND NOS CONTAINER AND SEALS	NO AND		DESCRIPTION OF PACKAGES A			G	ROSS WEIGHT CARGO	TARE	MEASUREMENT

INTERSECTION SFAX TUNISIA

Shipped on Board SM KAVERI 13-MAR-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

f 3

29100.000

KGS

4520

KGS

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.

a366. 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.

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 13 MAR 2024

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
0070E
BILL OF LADING NUMBER

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PRE CARRIAGE B	Y*		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	LACE OF [	DELIVERY*
SM KAVERI		COCHIN		SFAX				
MARKS AND NOS CONTAINER AND SEALS	NO AND OF PACK			AND GOODS AS STATED BY SHIPPER AND COUNT SAID TO CONTAIN	G	ROSS 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 13	MAR 2024

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