SHIPPER M/S. ANANDA FOODS D.NO. 27-8-21/3, SIVARAOPET, BHIMAVARAM - 534 202, WEST GODAVARI DISTRICT ANDHRA PRADESH, INDIA CONSIGNEE

# DRAFT BILL OF LADING

0MXADW1MA **BILL OF LADING NUMBER** 

**VOYAGE NUMBER** 

AMC1521591

## TO THE ORDER OF

M/S. PACIFIC CORAL SEAFOOD CO.INC. 4770 BISCAYNE BLVD, SUITE 700 MIAMI, FLORIDA 33137, USA EIN # 65-0489431

#### NOTIFY PARTY, Carrier not to be responsible for failure to notify M/S. PACIFIC CORAL SEAFOOD CO.INC.

4770 BISCAYNE BLVD, SUITE 700 MIAMI, FLORIDA 33137, USA EIN # 65-0489431

SEAL ITEK01944898 SEAL C0014329

# **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

PRE CARRIAGE BY*			PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADIN		BILLS OF LADING	
				MUMBAI	THREE (3)			
VESSEL		PORT OF LOADING		PORT OF DISCHARGE	FINAL	FINAL PLACE OF DELIVERY*		
BALTIC BRIDGE NHAVA		NHAVA S	SHEVA	MIAMI, FL				
MARKS AND NOS	NO AND	KIND	DESCRIPTION OF PACKAGES	AND GOODS AS STATED BY SHIPPER	GROSS WEIGHT	TARE	MEASUREMENT	

MARKS AND NOS CONTAINER AND SEALS	NO AND OF PACK	 DESCRIPTION OF PACKAGES A SHIPPER'S LOAD STOW A	AS STATED BY SHIPPER SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT
				KCC	VCC	CDM

CRM KGS KGS CGMU9390474 1 x 40RH 1800 CARTONS 21204.003 4610 50.000

> TOTAL 1800 MASTER CARTONS OF INDIAN ORIGIN RAW FRESH FROZEN PD TAIL-OFF

VANNAMEI SHRIMP, IQF OF PREFERENCE BRAND PACKING: 4 X 5 LBS H.S.CODE: 0306 17 20

METHOD OF CATCH: FARM RAISED

SCIENTIFIC NAME: LITOPENAEUS VANNAMEI TOTAL NET WEIGHT: 36000.000 LBS / 16344.000 KGS

TOTAL GROSS WEIGHT: 46704.852 LBS / 21204.003 KGS INVOICE NO. AF/EXP/2122/0179, DTD. 09.10.2021 P.O. NO. KF-366/21, DTD. 01.09.2021 PORT OF LOADING: NHAVA SHEVA , MUMBAI PORT OF DISCHARGE: MIAMI, FL, USA

TERMS: DDP MIAMI; SHIPPING MARK: PCS/MIAMI INCLUDING DDP CHARGES ADDRESSS OF C.H.A AT USA: M/S. PEGASUS SHIPPING INC 535 N, BRAND BLVD SUITE 400 GLENDALE, CA 91203, USA

S.B. NO. 5308866, DT. 14.10.2021 IMPORTER OF RECORD: M/S. ANANDA FOODS

Continued on Next Sheet Sheet 1 of 3

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE

#### ADDITIONAL CLAUSES

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

TRANSPORT BILL OF LADING

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. 191. Unless the value of cargo is declared on the face of this bill of lading or waybill in the conditions set for on the reverse, limitation of liability in respect of loss or damage to goods shall not exceed US\$ 500 per package, or customary freight unit if goods are not shipped in package.

194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the

York/Antwerp rules, 2004 214. U.S. demurrage and detention conditions are billed per CMA-CGM (America)'s U.S. tariff or service

contracts filed with the FMC

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 the date of release, failing which the container shall be construed as lost. The Merchant shall be liable 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)

PLACE AND DATE OF ISSUE MUMBAI 21 OCT 2021 SIGNED FOR THE SHIPPER \*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED

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** 0MXADW1MA

**BILL OF LADING NUMBER** AMC1521591

CRM

KGS

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 F		PLACE OF DELIVERY*	
BALTIC BRIDGE		NHAVA S	SHEVA	MIAMI, FL				
MARKS AND NOS CONTAINER AND SEALS	NO AND KIND S OF PACKAGES		DESCRIPTION OF PACKAGES SHIPPER'S LOAD STOW	AND GOODS AS STATED BY SHIPPER AND COUNT SAID TO CONTAIN	G	ROSS WEIGHT CARGO	TARE	MEASUREMENT

D.NO. 27-8-21/3, SIVARAOPET BHIMAVARAM 534 202, WEST GODAVARI DISTRICT ANDHRA PRADESH, INDIA CUSTOMS ASSIGNED NO. 162704-19440

FREIGHT PREPAID INCLUDING DDP CHARGES

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

DISCHARGE PORT AGENT: CMA CGM (AMERICA) LLC 5701 LAKE WRIGHT DRIVE

NORFOLK UNITED STATES

TEL: +1 757 961 2100 FAX: +1 757 961 2151

Shipped on Board BALTIC BRIDGE 21-OCT-2021 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

21204.003

KGS

4610

50.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

## ADDITIONAL CLAUSES

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.

315. Following to the slow down / lock out affecting the US west coast ports, cargo may be discharged in an alternative port without notice - subject to availability - or be on forwarded to the intended port of destination. All additional costs, including but not limited to storage, demurrage, at the alternative port, or extra on forwarding freight shall be for Merchant's account and payable prior to delivery.

343. In the event that this Bill of Lading is a Paperless Bill of Lading, it shall be governed by the Terms and Conditions available on the CMA CGM website (https://www.cma-cgm.com/products-services/shipping-guide/bi-clauses) which the Merchant has read and accepted. The delivery of the cargo carried under a Paperless Bill of Lading shall be made to the Consignee after the Paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be made to the Consignee after the paperless Bill of Lading shall be added to the Consignee after the paperless Bill of Lading shall be added to the Consignee after the paperless Bill of

358. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion. Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof

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

MUMBAI PLACE AND DATE OF ISSUE 21 OCT 2021

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

SIGNED 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



# **DRAFT BILL OF LADING**

VOYAGE NUMBER 0MXADW1MA BILL OF LADING NUMBER

AMC1521591

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*		
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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**

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.

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PLACE AND DATE OF ISSUE	MUMBAI	21 OCT 2021

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