SHIPPER JUDE FOODS INDIA PRIVATE LTD 230/1, NORTH THAMARAIKULAM, AGASTHEESWARAM. KANYAKUMARI DISTRICT - 629 704 TAMIL NADU, INDIA CONSIGNEE

# DRAFT **BILL OF LADING**

**VOYAGE NUMBER** 0028

**BILL OF LADING NUMBER** 

CSN0170411

ZHOUSHAN CITY SHENGTAI AQUATIC CO., LTD. YULONG VILLAGE

ZHUJIAJIAN PUTUO ZHOUSHAN ZHEJIANG, CHINA NOTIFY PARTY, Carrier not to be responsible for failure to notify

ZHOUSHAN CITY SHENGTAL AQUATIC CO., LTD.

ZHOUSHAN ZHEJIANG, CHINA

YULONG VILLAGE ZHUJIAJIAN PUTUO

SEAL C1406421

**EXPORT REFERENCES** 

**CMA CGM** 

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\* NUMBER OF ORIGINAL BILLS OF LADING PLACE OF RECEIPT\* FREIGHT TO BE PAID AT COCHIN FINAL PLACE OF DELIVERY\* VESSEL PORT OF LOADING PORT OF DISCHARGE SM KAVERI COCHIN ZHANJIANG

DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER **GROSS WEIGHT** MARKS AND NOS NO AND KIND **TARE MEASUREMENT** CONTAINER AND SEALS OF PACKAGES **CARGO** SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN KGS KGS CRM TTNU8021142 1 x 40RH 1700 CARTONS 28050.000 4620 50.000

> 1X 40 FTR CNTR (LITOPENAEUS VANNAMEI) G1

NET Wt (KGS) 18,360.000

905 CARTONS, FROZEN VANNAMEI SHRIMPS HLSO, 795 CARTONS, FROZEN VANNAMEI SHRIMPS HLSO, (LITOPENAEUS VANNAMEI) G2 Packing: 6 x 1.8 kg net wt. 10.8 kg/master carton. No of Package 1,700.000 SB NO: 6115529 DATE: 19.11.2021

Gross Wt (KGS) 28,050.000 HS CODE: 030617 PROCESSED & PACKED BY: M/s.JUDE FOODS INDIA PRIVATE LTD 230/1, NORTH THAMARAIKULAM, AGASTHEESWARAM, KANYAKUMARI DISTRICT - 629 704 TAMIL NADU, INDIA FREIGHT PREPAID

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

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 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 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 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.

Contract contained field in devidenced field by flad been flade 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 22 NOV 2021 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** 0028

**BILL OF LADING NUMBER** CSN0170411

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	PLACE OF D	DELIVERY*	
SM KAVERI		COCHIN		ZHANJIANG					
MARKS AND NOS	NO AND KIND		DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER		G	ROSS WEIGHT	TARE	MEASUREMENT	

of -18 degrees Celsius

DISCHARGE PORT AGENT: CMA CGM (CHINA) SHIPPING CO., LTD. SHUNDE BRANCH RM 303, HONGJIAN BLDG FENGXIANG SOUTH ROAD RONGGUI SHUNDE

Shipped on Board SM KAVERI 22-NOV-2021 CMA CGM Agencies (India) Pvt Ltd As agents for the Carrier

CHINA

Weight in Kgs Total: 1 CONTAINER(S)

Continued From Previous Sheet

Sheet 2 of 3

28050.000

KGS

4620

KGS

50.000

CBM

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

### ADDITIONAL CLAUSES

353. Following to the outbreak of Corona virus, 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 the 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 for Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof.

358. Following the exceptional measures adopted by various governments in relation with the outbreak 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.

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/bl-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 has been surrendered to the Carrier on the eBusiness platform and after payment of any outstanding Freight and charges.

353. Following to the outbreak of Corona virus, 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 distinctions, 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, the Merchants are hereby notified that the carriage of cargo may be discrupted 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 on any alternative vessel and may be on forwarded to the port of destination on any alternative vessel and may be on forwarded to the port of destination on any alternative vessel and may be on forwarded to the port of operations, the cargo may be dis

360. Imports of solid waste that cannot be used as raw materials or utilized after being made innocuous is fully prohibited. Prior to tendering solid waste for shipment, you must ensure that appropriate permits or licenses are delivered and shall be valid upon the cargo entering into the country of destination, otherwise, the cargo may be detained or ordered to be returned to POL and you shall indemnify us against any penalties, losses, costs, claims and liabilities arising out of or in connection with shipping your cargo.

PLACE AND DATE OF ISSUE MUMBAI

22 NOV 2021

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



### DRAFT BILL OF LADING

VOYAGE NUMBER
0028
BILL OF LADING NUMBER

CSN0170411

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	LACE OF D	DELIVERY*
SM KAVERI		COCHIN		ZHANJIANG				
MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES			AND GOODS AS STATED BY SHIPPER	G	ROSS WEIGHT CARGO	TARE	MEASUREMENT

Continued From Previous Sheet Sheet 3 of 3

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

### ADDITIONAL CLAUSES

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.

PLACE AND DATE OF ISSUE	MUMBAI	22 NOV 2021

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