SHIPPER FAIR EXPORTS (INDIA) PVT LTD 11/686, INDUSTRIAL DEVELOPMENT AREA AROOR, ALAPPUZHA KERALA, INDIA. PIN-688534,

# DRAFT **BILL OF LADING**

**VOYAGE NUMBER** 1663XR

**BILL OF LADING NUMBER** CSN0177437

CONSIGNEE ASIASEA CO LTD

ASIASEA CO LTD

B2001-3, NO.75B-1, HAI DA NAN JIE, XIGANG DISTRICT, DALIAN CITY, LIAONING PROVINCE, CHINA

B2001-3, NO.75B-1, HAI DA NAN JIE,

XIGANG DISTRICT, DALIAN CITY, LIAONING PROVINCE, CHINA

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

**EXPORT REFERENCES** 

**CMA CGM** 

27900.000

4700

50.000

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

NUMBER OF ORIGINAL BILLS OF LADING PRE CARRIAGE BY\* PLACE OF RECEIPT\* FREIGHT TO BE PAID AT COCHIN VESSEL PORT OF LOADING PORT OF DISCHARGE FINAL PLACE OF DELIVERY\* SM MAHI XINGANG, TIANJIN,CHINA COCHIN, INDIA

DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER **GROSS WEIGHT** MARKS AND NOS NO AND KIND **TARE** MEASUREMENT CONTAINER AND SEALS OF PACKAGES SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN **CARGO** KGS KGS CRM

CGMU5004378 1 x 40RH 1800 CARTONS **SEAL C1411778** FREIGHT PREPAID DESCRIPTION OF GOODS 1 CONTAINER SAID TO CONTAIN 1800 MASTER CARTONS 1\* 40 RF (ONE THOUSAND EIGHT HUNDRED MASTER CARTONS ONLY)

THE CARGO IS STOWED IN A REFRIGERATED CONTAINER AT THE OPTIMUM TEMPERATURE OF MINUS 18 DEGREE CELSIUS OR LOWER TOTAL 1800 MASTER CARTONS. 1800 MASTER CARTONS OF FROZEN RAW HEADLESS SHELL ON VANNAMEI WHITE SHRIMP (LITOPENAEUS VANNAMEI) PACKED IN 6 X 1.8 KGS = 10.8 KGS NET. WEIGHT PER MASTER CARTON CIF TIANJIN, CHINA INVOICE NO.: 1111840609 DT: 20/06/2022

S.B. NO.: 2246649 DT: 20.06.2022 CONTRACT NO: JS220031-FIR0002 DATE: 06.04.2022

H.S. CODE: 030617 NET WEIGHT: 19440.000 KGS

GROSS WEIGHT: 27900.000 KGS FREIGHT PREPAID PROCESSED & PACKED BY M/S. PENVER PRODUCTS LIMITED

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)

SIGNED FOR THE CARRIER CMA CGM S.A. PLACE AND DATE OF ISSUE MUMBAI 24 JUN 2022

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.



**CONTAINER AND SEALS** 

OF PACKAGES

### DRAFT **BILL OF LADING**

**VOYAGE NUMBER** 

1663XR

**BILL OF LADING NUMBER** CSN0177437

PRE CARRIAGE BY*		PLACE OF RECEIPT*		FREIGHT TO BE PAID AT	NUMBER OF	NUMBER OF ORIGINAL BILLS OF LADING		
				COCHIN	THREE (3)	THREE (3)		
VESSEL		PORT OF LOADING		PORT OF DISCHARGE	FINAL I	FINAL PLACE OF DELIVERY*		
SM MAHI		COCHIN, INDIA		XINGANG, TIANJIN,CHINA				
MARKS AND NOS	ARKS AND NOS NO AND KIND DESCRIPTION OF		DESCRIPTION OF PACKAGES	AND GOODS AS STATED BY SHIPPER	GROSS WEIGHT	TARE	MEASUREMENT	

SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN

DOOR NO. AP II/688, INDUSTRIAL ESTATE, P.O. AROOR-688534, ALAPPUZHA DIST., KERALA, INDIA APPROVAL NO. 747

KGS KGS **CBM** 

4700

50.000

CARGO

27900.000

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

DISCHARGE PORT AGENT: CMA CGM TIANJIN 3F DOOR 1 BLDG 1 NO 3 TAI AN ROAD HEPING DISTRICT TIANJIN CHINA

Continued From Previous Sheet

Shipped on Board 24-JUN-2022 CMA CGM Lanka (Pvt) Ltd As agents for the Carrier

Sheet 2 of 3

Weight in Kgs Total: 1 CONTAINER(S) ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

#### ADDITIONAL CLAUSES

particular for payment of all detention and demurrage and/or container indemnity as reterred above.

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 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, Merchant must ensure that appropriate permits or licenses are delivered and shall be valid upon the cargo entering into the country 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.

358. Following the exceptional measures adopted by various governments in relation with the outbreak of with shipping Merchant's cargo.

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 Container(s) listed in this Bill of Lading shall be destined and on-carried to Russian Federation territory or

PLACE AND DATE OF ISSUE 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.

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



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VOYAGE NUMBER

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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 CC		COCHIN	, INDIA	A XINGANG, TIANJIN,CHINA				
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				
Republic of Belarus after unloading at port of discharge.				

PLACE AND DATE OF ISSUE	MUMBAI	24 JUN 2022	BY CMA CGM Agencies (India) Pvt Ltd
SIGNED FOR THE SHIPPER			as agents for the carrier CMA CGM S. A.
*APPLICABLE ONLY WHEN TH	IIS DOCUMENT IS USED AS A C		
TRANSPORT BILL OF LADING			