SHIPPER M/S. MANGALA MARINE EXIM INDIA PRIVATE LIMITED.BHAT MEMORIAL **BUILDING, THOPPUMPADY** COCHIN-682 005, INDIA. TEL: +91 484 2238391,2231730 FAX: +91 484 2232750,\* CONSIGNEE QUIRCH FOODS CARIBBEAN LLC

## DRAFT **BILL OF LADING**

0054E **BILL OF LADING NUMBER** 

**VOYAGE NUMBER** 

CSN0179666A

**EXPORT REFERENCES** 

CONTACT: REY PRATTS 787-775-6150

TAX ID 20-0600935 MRN 0233085-0019 NOTIFY PARTY, Carrier not to be responsible for failure to notify

QUIRCH FOODS LLC,

2701 S LE JEUNE RD, CORAL GABLES, FL 33134, U.S.A. ATTN: HANNA SILVA - 305-691-3535

SEAL C3687431 SEAL PACK02072315

918 CALLE ESCORIAL URB. INDUSTRIAL MARIO JULIA, SAN JUAN, PUERTO RICO 00920,

> 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

**CMA CGM** 

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\* VARADA COCHIN, INDIA SAN JUAN, PUERTO RICO 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 CGMU9319579 1 x 40RH 800 CARTONS 9200.000 4740 50.000

1 X 40 FCL (PART)

800 CARTONS FROZEN EZ PEEL SHRIMP IQF, PACKED: 30X12 OZ NET WT. P.O.No.1500863 DT.19.05.2022 NET WT.8181.818 KGS (18000 LBS) GROSS WT.9200.000 KGS (20240.000 LBS) SB NO. 4554637 DT 30.09.2022 FREIGHT PREPAID PROCESSED AND PACKED BY MANUFACTURER (PROCESSED AND PACKED BY) MANGALA MARINE EXIM INDIA PVT LTD. UNIT # 2 (M/s. BHATSONS AQUATIC PRODUCTS,) 2/480 , INDUSTRIAL DEVELOPMENT AREA AROOR, ALAPPUZHA DIST, KERALA, APPROVAL No. 701 FDA REG.No.15193749172 (FEI No.3011106250) \*E-MAIL: mangala@mangalagroup.com GST No.32AADCM1702F1Z7, CIN -U15124KL2002PTC015617 2ND NOTIFY: SPRINT GLOBAL INC 1150 EXECUTIVE CIRCLE UNIT 3

Continued on Next Sheet Sheet 1 of 2 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

CARY

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 05 OCT 2022 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** 0054E

**BILL OF LADING NUMBER** CSN0179666A

PRE CARRIAGE BY\* PLACE OF RECEIPT\* FREIGHT TO BE PAID AT NUMBER OF ORIGINAL BILLS OF LADING COCHIN THREE (3) FINAL PLACE OF DELIVERY\* PORT OF LOADING VESSEL PORT OF DISCHARGE VARADA COCHIN, INDIA SAN JUAN, PUERTO RICO

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

NORTH CAROLINA 27511

FREIGHT PREPAID

Part Load Container(s) covered by BLs:CSN0179666A, CSN0179666B

Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of -20 degrees Celsius

DISCHARGE PORT AGENT: CMA CGM PUERTO RICO LLC 771 MAI CENTER BUILDING STREET 1 SUITE 411

SAN JUAN PUERTO RICO Shipped on Board VARADA 05-OCT-2022 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 2

9200.000

4740

50.000

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 plurging monitoring at the alternative discharge.

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 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 COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that

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

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

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