SHIPPER KAY KAY EXPORTS KAY KAY HOUSE 39/116 MULLASSERY CANAL ROAD COCHIN - 682 011, INDIA CONSIGNEE

# DRAFT **BILL OF LADING**

0032E **BILL OF LADING NUMBER** CSN0184482

**VOYAGE NUMBER** 

		CN	MA CGM		
esponsible for	failure to notify				
EIMSKIP JAC. MEISNER CUSTOMS AND WAREHOUSING B.V. WAALHAVEN Z.Z. 21 3089 JH ROTTERDAM THE NETHERLANDS		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			
PLACE OF RECEIPT*		FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING		
		COCHIN	THREE (3)		
	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		DELIVERY*
COCHIN	, INDIA	ROTTERDAM, THE NETHERLANDS			
AND KIND PACKAGES			TARE	MEASUREMENT	
1 x 40RA	1600 CARTONS 12 PALLETS CONTAINING 96	50 MASTER	KGS 17870.000	KGS 4350	CBM 50.000
	COCHIN AND KIND PACKAGES	PLACE OF RECEIPT*  PORT OF LOADING COCHIN, INDIA  AND KIND DESCRIPTION OF PACKAGES SHIPPER'S LOAD STOW  1 x 40RA 1600 CARTONS	PERPORE STOMS  CARRIER: CMA CGM Société Anony Head Office: 4, quai d'Arenc - Tel: (33) 4 88 91 90 00 - 562 024 422 R.C.  PLACE OF RECEIPT* FREIGHT TO BE PAID AT COCHIN  PORT OF LOADING PORT OF DISCHARGE COCHIN, INDIA ROTTERDAM, THE NETHERLANDS  AND KIND DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN	CARRIER: CMA CGM Société Anonyme au Capital de 234.  Head Office: 4, quai d'Arenc - 13002 Marseille - Franc Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 562 024 422 R.C.S. Marseille  PLACE OF RECEIPT*  FREIGHT TO BE PAID AT  NUMBER OF COCHIN  THREE (3)  PORT OF LOADING PORT OF DISCHARGE COCHIN, INDIA  ROTTERDAM, THE NETHERLANDS  AND KIND PACKAGES  DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN  KGS 1 x 40RA 1600 CARTONS  KGS 17870.000	CARRIER: CMA CGM Société Anonyme au Capital de 234 988 330 Eur 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  PLACE OF RECEIPT* FREIGHT TO BE PAID AT NUMBER OF ORIGINAL COCHIN THREE (3) PORT OF LOADING PORT OF DISCHARGE COCHIN, INDIA ROTTERDAM, THE NETHERLANDS  AND KIND PACKAGES DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN KGS KGS KGS 1 x 40RA 1600 CARTONS KGS KGS 17870.000 4350

EVECET DEFEDENCES

CARTONS FROZEN BLANCHED LOLIGO SQUID TUBES IQF, SIZE 80/UP PACKING: 1 X 10 KG. BULK WITH 10 PERCENT GLAZE, FROZEN WEIGHT QUANTITY: 960 M/C. 7 PALLETS CONTAINING 560 MASTER CARTONS FROZEN BLANCHED LOLIGO SQUID RINGS IQF PACKING: 1 X 10 KG. BULK WITH 10 PERCENT GLAZE, FROZEN WEIGHT QUANTITY: 560 M/C. 1 PALLET CONTAINING 40 MASTER CARTONS FROZEN BLANCHED LOLIGO SQUID TUBES IQF, SIZE 80/UP PACKING: 1 X 10 KG. BULK WITH 10 PERCENT GLAZE, FROZEN WEIGHT QUANTITY: 40 M/C & 40 MASTER CARTONS FROZEN BLANCHED LOLIGO SQUID RINGS IQF, PACKING: 1 X 10 KG. BULK WITH 10 PERCENT GLAZE, FROZEN WEIGHT 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.

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 06 SEP 2023 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



### DRAFT **BILL OF LADING**

**VOYAGE NUMBER** 

0032E

**BILL OF LADING NUMBER** CSN0184482

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 MANALI	COCHIN, INDIA	ROTTERDAM, THE NETHERLANDS	

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

OUANTITY: 40 M/C.

TOTAL QUANTITY: 1600 M/C.

IN ONE CONTAINER AS PER APPLICANTS

PO NUMBER: 4500227291 AND AS PER BENEFICIARIES

PROFORMA INVOICE: KKE/017/2023-2024.

DELIVERY TERMS: CFR ROTTERDAM,

THE NETHERLANDS,

AS PER INCOTERMS 2010.

PROCESSOR/PACKER :

KAY KAY EXPORTS

BUILDING NO. IX/388/388A

CHANTHAPALAM.

KANNAMALY P.O., KOCHI-

682008, KERALA, INDIA APPROVAL NO. 765

S/B NO: 3613976

DT. 31.08.2023

CFE NO.286041

DT. 31.08.2023

H.S. CODE: 030743

APPLICANTS EORI CODE: NL 853640804 APPLICANTS PURCHASE

ORDER NUMBER :4500227291

NET WEIGHT: 16,000 KG GROSS WEIGHT: 17,870 KG.

NET WEIGHT WITHOUT GLAZE :14,400 KG.

\*EORI CODE: NL 853640804

TEL: 31 595 405555 FAX: 31 595 402354

2ND NOTIFY: HEIPLOEG INTERNATIONAL B.V.

PANSERWEG 14 9974 SL ZOUTKAMP

THE NETHERLANDS\*

FREIGHT PREPAID

FCL/FCL

CY/CY

Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of -21 degrees Celsius

DISCHARGE PORT AGENT: CMA CGM HOLLAND BV ACHTERDIJK 51-55

#### RHOON

Continued From Previous Sheet Sheet 2 of 3

06 SEP 2023

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

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.

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.

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

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.



## **DRAFT BILL OF LADING**

VOYAGE NUMBER 0032E BILL OF LADING NUMBER

CSN0184482

CBM

KGS

KGS

PRE CARRIAGE B	RRIAGE BY* PLACE OF RECEIPT*		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	FINAL PLACE OF DELIVERY*	
SM MANALI		COCHIN	, INDIA	ROTTERDAM, THE NETHERLANDS			
MARKS AND NOS CONTAINER AND SEALS				AND GOODS AS STATED BY SHIPPER AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT

NETHERLANDS

TEL: 31 (0) 10 2998199

Shipped on Board SM MANALI 06-SEP-2023 CMA CGM Agencies (India) Pvt Ltd As agents for the Carrier

17870.000 4350 50.000 Weight in Kgs Total: 1 CONTAINER(S) Continued From Previous Sheet Sheet 3 of 3

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

PLACE AND DATE OF ISSUE MUMBAI 06 SEP 2023 SIGNED FOR THE SHIPPER

TRANSPORT BILL OF LADING

\*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.