

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

VOYAGE NUMBER
083E
BILL OF LADING NUMBER
CSN0185678

**DRAFT
BILL OF LADING**

CONSIGNEE
BISTROMAR LA TIMONA SRL STR. BANU ANTONACHE COMPLEX AGROALIMENTAR FLOREASCA SPATIUL A11, SECTOR 1, BUCHAREST ROMANIA ,VAT: RO 38064079 EORI CODE: RO 38064079
NOTIFY PARTY, Carrier not to be responsible for failure to notify
BISTROMAR LA TIMONA SRL STR. BANU ANTONACHE COMPLEX AGROALIMENTAR FLOREASCA SPATIUL A11, SECTOR 1, BUCHAREST ROMANIA ,VAT: RO 38064079 *

EXPORT REFERENCES

CARRIER: CMA CGM Société Anonyme au Capital de 234 988 330 Euros Head Office: 4, quai d'Arenç - 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 LADING
		COCHIN	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
EVER BRACE	COCHIN, INDIA	CONSTANTA, ROMANIA	

MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN	GROSS WEIGHT	TARE	MEASUREMENT
			CARGO		
			KGS	KGS	CBM
CGMU3012081 SEAL R0199689S	1 x 20RF	947 CARTONS	10417.000	3010	25.000
<p>400 CARTONS FROZEN RAW SEAFOOD MIX IQF WITH 20% GLAZE (CHOPPED OCTOPUS: 37.5%, LOLIGO SQUID RINGS 60/UP: 12.5%, LOLIGO SQUID TENTACLES 60/UP: 25% & LOLIGO SQUID BROKEN: 25%) SPECIES: OCTOPUS MEMBRANACEUS, LOLIGO DUVAUCELLI</p> <p>397 CARTONS FROZEN RAW WHOLE CLEANED SQUID IQF WITH 20% GLAZE, TREATED, SPECIES: LOLIGO DUVAUCELLI</p> <p>150 CARTONS FROZEN RAW WHOLE CLEANED OCTOPUS IQF WITH 20% GLAZE, TREATED, SPECIES: OCTOPUS MEMBRANACEUS</p> <p>TOTAL CARTONS : 947 CARTONS PROCESSOR/PACKER : KAY KAY EXPORTS BUILDING NO. IX/388/388A CHANTHAPALAM KANNAMALY P.O., KOCHI - 682 008, KERALA, INDIA APPROVAL NO. 765 S B NO. : 6172270 DT. 20.12.2023 CFE NO. : 291373 DT. 20.12.2023 H.S. CODE: ITEMS (1) & (2) : 030743 ITEM (3) : 03075200 NET WEIGHT: 9,470 KG.</p>					
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 according to port rates. 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. 136. The Line is not responsible for any damage or loss to the cargo or extra costs resulting from Customs inspections/sampling and/or Government regulations. Merchant, Shipper, Consignee and holder of this bill of lading will each be fully responsible for any costs, fines or penalties incurred as a result of such inspections/sampling and/or Customs actions and/or Government regulations. 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 this 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

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	25 DEC 2023	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			



DRAFT BILL OF LADING

VOYAGE NUMBER
083E
BILL OF LADING NUMBER
CSN0185678

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*		
EVER BRACE	COCHIN, INDIA	CONSTANTA, ROMANIA			
MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT

KGS KGS CBM

GROSS WEIGHT: 10,417 KG.
NET WEIGHT WITHOUT GLAZE : 7,576 KG
FREIGHT PREPAID
CY/CY
FCL/FCL

*TEL : + 40314254273
FAX : + 40314254273
2ND NOTIFY: INFIFRESH FOODSTUFF TRADING LLC
OC 37, WATERFRONT
CORNICHE DEIRA, P.O. BOX 27975
DUBAI, U.A.E.

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

DISCHARGE PORT AGENT:
CMA CGM ROMANIA S.A.
53-55 AVRAM IANCU STREET

CONSTANTA
ROMANIA
TEL: 0241 618861 611432 FAX: 0241 617137 615698

Shipped on Board EVER BRACE 25-DEC-2023 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 10417.000 3010 25.000
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

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 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.

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 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.

379. Merchant is reminded that pursuant to the Terms and Conditions of this Bill of Lading Carrier may, in its discretion and at any time, proceed by any route. If the voyage is, or is likely to be affected, by any risk, the Carrier may, without prior notice to the Merchant and at in its sole discretion, carry the Goods by an alternative route to that initially foreseen. The Carrier shall be entitled to charge additional Freight, as the Carrier may determine.

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SIGNED FOR THE SHIPPER			
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