SHIPPER M/S. PENVER PRODUCTS LIMITED AP 22/610 A & 610 B, DISTRICT INDUSTRIES ESTATE, AROOR ALAPPUZHA, KERALA- 688534, INDIA. CONSIGNEE

## DRAFT BILL OF LADING

0037E

**VOYAGE NUMBER** 

**BILL OF LADING NUMBER** CSN0186410

KGS

4620

CRM

40.000

TO ORDER OF CREDIT LYONNAIS

7 RUE CHARLES PARADINAS 92110 CLICHY FRANCE

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

**EUROCONTACT** RESIDENCE WACOGNE BATIMENT A **RUE MONT SAINT ADRIEN** 62200 BOULOGNE SUR MER FRANCE **EXPORT REFERENCES** 



KGS

22500.000

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

PRE CARRIAGE BY*		PLACE OF RECEIPT*		FREIGHT TO BE PAID AT	NUMBER OF	NUMBER OF ORIGINAL BILLS OF LADING	
				COCHIN	THREE (3)		
VESSEL		PORT OF LOADING		PORT OF DISCHARGE	FINAL I	FINAL PLACE OF DELIVERY*	
SM MANALI		COCHIN, INDIA		DUNKERQUE, FRANCE			
MARKS AND NOS CONTAINER AND SEALS	NO AND		DESCRIPTION OF PACKAGES A SHIPPER'S LOAD STOW A	AND GOODS AS STATED BY SHIPPER AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT

CGMU9335409 1 x 40RH 1875 CARTONS SEAL R2361034 1 X 40 FCL 1875 CARTONS FROZEN COOKED PUD SHRIMPS IQF (SOLENOCERA CRASSICORNIS) TREATED WITH E330/E331/E160C PACKED: 24 X 400GR BAG NET WEIGHT/NET COUNT

> SIZE BRAND CASES 300/500 TOP BUDGET 1460 300/500 NETTO 415 TOTAL: 1875 CARTONS TOTAL NET WEIGHT: 18000.000 KGS TOTAL GROSS WEIGHT: 22500.000 KGS ORIGIN OF PRODUCT: INDIA DELIVERY TERMS : CFR DUNKERQUE FRANCE AS PER INCOTERMS ICC 2000 TEMPERATURE DEVICE NO. TP19231101477, TP19231101478, TP19231101479 SB NO.6925257 DT.22.01.2024

FREIGHT PREPAID

HS CODE : 160521

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

PLACE AND DATE OF ISSUE

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. 222. Following to the strike affecting the French ports, cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. All additional costs, including but not limited to storage, demurrage at the alternative discharge port or extra on forwarding costs, shall be for Merchant's account and payable upon delivery

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

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 prejudice to any fulle of common law or statutes rendering them binding upon the shipper, noider 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)

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

SIGNED FOR THE CARRIER CMA CGM S.A. MUMBAI 24 JAN 2024

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.



## DRAFT **BILL OF LADING**

**VOYAGE NUMBER** 0037E

**BILL OF LADING NUMBER** CSN0186410

PRE CARRIAGE BY\* PLACE OF RECEIPT\* FREIGHT TO BE PAID AT NUMBER OF ORIGINAL BILLS OF LADING COCHIN THREE (3) FINAL PLACE OF DELIVERY\* VESSEL PORT OF LOADING PORT OF DISCHARGE SM MANALI COCHIN, INDIA DUNKERQUE, FRANCE

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** 

> Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of -22 degrees Celsius

DISCHARGE PORT AGENT: CMA CGM AGENCES FRANCE SAS 1 OUAI COLBERT CS67007

LE HAVRE FRANCE

TEL: +33(0)232741600 FAX: +33(0)232741817

Shipped on Board SM MANALI 24-JAN-2024 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

22500.000

4620

40.000

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.

particular for payment of all detention and demurrage and/or container indentified and on-carried from the Russian Federation terminal before loading.

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 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 schiolog 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

PLACE AND DATE OF ISSUE MUMBAI 24 JAN 2024 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.