

Draft Bill of Lading

1 Shipper A M FISHERIES XIII/378, KAKKAZHOM, ALAPPUZHA - 688 005, KERALA.INDIA		2 B/L No : CSX21COKLCH014349	
3 Consignee ACER FOOD CO. LTD., 214/323 MOO 6, TUNGSUKLA, SRIRACHA, CHONBURI 20230 BANGKOK , THAILAND		Ocean Bill of Lading or Multimodal Bill of Lading NON-NEGOTIABLE UNLESS CONSIGNED "TO ORDER". RECEIVED BY THE CARRIER THE GOODS SPECIFIED BELOW IN APPARENT GOOD ORDER AND CONDITION, UNLESS OTHERWISE STATED HEREIN, FOR TRANSPORTATION TO SUCH PLACE AS AGREED, AUTHORIZED, OR PERMITTED HEREIN AND SUBJECT TO ALL TERMS AND CONDITIONS APPEARING ON FRONT AND REVERSE OF THIS BILL OF LADING TO WHICH THE SHIPPER AGREES BY ACCEPTING THIS BILL OF LADING, ANY LOCAL PRIVILEGES AND CUSTOMS NOTWITHSTANDING. THE PARTICULARS OF THE CARGO GIVEN BELOW ARE AS STATED BY THE SHIPPER. THE WEIGHT, MEASURE, QUANTITY, CONDITION, CONTENTS, AND VALUE OF THE GOODS ARE UNKNOWN TO THE CARRIER. IN WITNESS WHEREOF AS MANY ORIGINAL COPIES OF THIS BILL OF LADING AS STATED BELOW HAVE BEEN SIGNED, AND IF ANY ONE OF THIS IS ACCOMPLISHED, OTHERS ARE VOID. IF REQUIRED BY THE CARRIER, AT LEAST ONE ORIGINAL BILL OF LADING, DULY ENDORSED, MUST BE SURRENDERED IN EXCHANGE FOR THE GOODS, OR A DELIVERY ORDER.	
5 Notify Party (Carrier not responsible for failure to notify and no claim shall attach therefrom) ACER FOOD CO. LTD., 214/323 MOO 6, TUNGSUKLA, SRIRACHA, CHONBURI 20230 BANGKOK , THAILAND		4 Shipper/ Export /Forwarder References	
6 Also Notify		7 Place of Receipt COCHIN, INDIA	8 Port of Loading COCHIN, INDIA
		9 Port of Discharge LAEM CHABANG, THAILAND	10 Place of Delivery/Final Destination LAEM CHABANG, THAILAND
		11 Pre-carriage by	12 Vessel & Voyage VARADA/0040E

14 Container No.s & Seal No.s	15 Marks & No. of Packages	16 Description of Goods & Packages	17 Gross Weight of Cargo (KG)	18 Measurement (CBM)
CXRU1056822 / CSX015116	2600 CARTONS 1 X R40H MINNUS	1 X R40H CONTAINERS SAID TO CONTAIN 2600 CARTONS FROZEN INDIAN MACKEREL WHOLE ROUND PACKING : 1X10 KG BULK IF NET WEIGHT : 26000 KGS. GROSS WEIGHT : 27300 KGS. BRAND : MINNUS SHIPPING BILL NO: 4105230 DTD. 25.08.2021 3 DAYS DEMURRAGE AND 7 DAYS DETENTION FREE TIME AT DESTINATION RECEIVED FOR SHIPMENT FREIGHT PREPAID CY/CY FCL/FCL SHIPPER'S LOAD, STOW AND COUNT	27300.0000	

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19 Additional Information for Refrigerated Cargo / Hazardous Cargo / OOG Cargo			
CONTAINER NO : CXRU1056822	TEMPERATURE : -18C	VENT : CLOSED	HUMIDITY :-

All cargo-related particulars above as furnished by the Shipper but without responsibility and representation by Carrier

20 Freight & Charges	24 Units	25 Currency	26 Prepaid	27 Collect
	1		FREIGHT PREPAID	
21 Freight Payable at	22 Freight Payable By	28 No.of Original Bills of Lading	29 Place of Issue	30 Date of Issue
COCHIN		3 (THREE)	COCHIN	26-AUG-2021

31 Destination Agent LUNAR STAR LINE CO.,LTD. NO.55 MAONSIRIKUL BUILDING ROOM NO.6/4 6TH FLOOR, RATCHADAPISED ROAD BANGPONGPANG YANNAWA BANGKOK 10120 THAILAND, THAILAND TEL NO: +662290738 OPS@LUNARSTARLINE.COM	32 Signed on behalf of the Carrier Cordelia Container Shipping Line EMINENT SHIPPING SERVICES LLP As Agent	33
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1. DEFINITIONS

Carrier means the whole or any part of the operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods covered by this bill of lading including but not limited to the loading, transport, unloading, storage, warehousing and handling of the goods.

Charges includes freight, demurrage and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.

COGSA means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.

Combined Transport arises where an address (and not just the name of a Port) is indicated as the Place of Receipt and/or the Place of Delivery on the face of this bill of lading and the relevant stage of lading is as follows:

Consignee means the party named as Consignee on the face of this bill of lading in the relevant space.

Consolidation includes stuffing, packing, loading or securing of Goods on or within Containers and shall include the following:

Container includes any container (including but not limited to open top containers), trailer, transportable tank, platform, lift van, flat, pallet or any similar article of transport used to consolidate goods and any ancillary equipment.

COGSA means the whole or any part of the operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier).

COGSA means the provisions of the International Convention for Unification of certain Rules relating to bills of lading signed at Brussels on 25th August 1924.

Hague-Visby Rules means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and the 1979 Protocol. (It is expressly provided that nothing in this bill of lading shall be construed as contractually applying the Hague-Visby Rules).

Holder means any Person for the time being in lawful possession of, or lawfully entitled to possession of, this bill of lading to or in whom rights of suit and/or liability under this bill of lading have been transferred.

Indemnify includes defend, indemnify and hold harmless, including in respect of legal fees and costs, whether or not the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the Carrier, his servants, agents or Sub-Contractors.

Person includes the Shipper, the Consignee, the receiver of the Goods, the holder of this bill of lading, any Person owning or lawfully entitled to the possession of the Goods or this bill of lading, any Person acting on behalf of any of the above-mentioned Persons.

Port of origin or similar words endorsed on this Bill of Lading mean that in a Port to Port movement, the Goods have been loaded on board the Vessel or are in the custody of the actual ocean carrier. In the event of intermodal transportation, if the originating carrier is an inland or coastal carrier, it means that the Goods have been loaded on board rail cars and/or motor trucks or other land transport vehicles and are in the custody of a Participating carrier and en route to the Port of Loading named on the reverse side.

Package where the goods are loaded into a Container by the Shipper on his load, stow, trim, tally, discharge, unlash, secure, securement, or unlash, such a Container, Container(s), evidenced as the number of Containers(s) received by the Carrier on the face of the Bill of Lading, shall be deemed as Package.

Person includes an individual, corporation or other legal entity.

Port-to-Port Shipment means a shipment of Goods by sea and/or other modes of transport.

Sub-Contractor includes, but is not limited to, owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, warehousemen, longshoremen, customs inspection stations and any independent contractor or other person or entity to whom the Carrier or any other direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.

Terms and Conditions means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties herein contained.

Vessel means any waterborne craft used in the Carriage under this bill of lading including but not limited to a feeder vessel or ocean vessel.

Verified Gross Mass means the combined mass of a Container's tare mass and the mass of all packages and cargo items contained therein as determined by a water terminal of the Port of Loading or the Port of Discharge, whether or not on board the Vessel.

Waterborne Carriage means carriage by sea or water, and includes the period during which the Goods are loaded on board the Vessel or unloaded from the Vessel at the terminal of the Port of Loading or the Port of Discharge, whether or not on board the Vessel.

2. CARRIER'S TARIFF
The Carrier's applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any, relating to free storage time and to container demurrage. Copies of such provisions are obtainable from the Carrier or its agents upon request or, where applicable, from a government body with jurisdiction over the tariff having effect at the time of the discrepancy between this bill of lading and the applicable tariff; this bill of lading shall prevail.

3. WARRANTY
The Merchant warrants to the Carrier that the particulars relating to the goods as set out on the reverse hereof are true and correct. The Carrier shall not be liable for loss of Lading and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Merchant also warrants that the Goods are lawful goods, and contain no contraband, drugs or other illegal substances or other dangerous, inflammable, explosive, corrosive, damaging, injurious or otherwise goods, and that the Goods are not subject to any special restrictions or prohibitions or to any other Cargo. The Merchant further warrants that he is not listed as a Sanctioned Party (where the Sanctioning Authority is the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government), the Goods are not subject to any special restrictions or prohibitions under any international or national embargo, and not forming part of any prohibited transaction.

4. NEGOTIABILITY AND TITLE TO THE GOODS
This bill of lading is negotiable and may be made out to order in which event it shall be negotiable and shall constitute title to the Goods and the Holder shall be entitled to receive or to transfer the Goods herein described.

This bill of lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods and of the receipt by the Carrier of the Goods in conformity with the terms when this bill of lading has been negotiated or transferred for valuable consideration to a third party acting in good faith. If any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or other documents or contracts by which the carriage of the Goods is effected or any Particulars of any letter of credit and/or sales contract or any Particulars of any letter of credit and/or sales contract are included at the sole risk of the Merchant and for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way shall the Carrier be liable for any loss or damage to the Goods or for any loss or damage to the Carrier against all consequences whatsoever of including such particulars in this Bill.

5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS
The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage.

The Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents, any independent contractor or his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not such Person or Vessel is liable for any negligence, breach of express or implied warranty or otherwise; and if any claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such Person and Vessel shall have the benefit of all provisions herein contained relating to the limitation of liability, the jurisdiction and law clause, as if such Terms and Conditions (including Clause 20 hereof) were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such Persons and Vessels and such Persons and Vessels shall to this extent be or deemed to be parties to this contract.

Without prejudice to the generality of the foregoing, if the Carriage is Port to Port, Terminal Operators shall have the benefit of all provisions herein benefiting the Carrier in connection with the Carriage of the Goods and in respect of the Carriage of the Goods, in relation to any port storage or handling services provided whether before loading or after discharge and regardless of whether the Carrier's responsibility for the Goods has yet to commence or has ceased. The Merchant shall indemnify the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this bill of lading.

The defences and limits of liability provided for in this bill of lading shall apply in any action against the Carrier whether the claim is found in contract, bailment, tort, or breach of express or implied warranty or otherwise.

6. CARRIER'S RESPONSIBILITY

(1) PORT TO PORT SHIPMENT
Where the Carriage is Port to Port, then the liability (if any) of the Carrier for loss or damage to the Goods occurring between the time of loading at the Port of Loading and the time of discharge at the Port of Delivery shall be determined in accordance with any national law making the Hague Rules, Hague-Visby Rules, COGSA or any other rules which may be applicable to this bill of lading or in accordance with the provisions of the Hague Rules Article 1-8 inclusive (excluding Article 3 rule 8) only.

(2) The Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, howsoever caused, unless the Carrier or any person acting on behalf of the Carrier, or any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules, Hague-Visby Rules, COGSA or any other rules as applied by Clause 6(1) (A) during such additional consecutive period of responsibility, notwithstanding that the loss or damage did not occur at sea.

(3) If COGSA applies, then the provisions stated in COGSA shall govern the Carrier's liability throughout the Carriage by sea and the entire time that the Goods are in the custody of the Carrier or any person acting on behalf of the Carrier at the Port of Loading or area immediately adjacent to the sea terminal before loading onto the vessel or after discharge therefrom as the case may be. Where the Merchant requests the Carrier to procure Carriage by an inland Carrier in the United States of America, such inland Carrier shall be deemed to be the Carrier and the Carrier's liability for such carriage shall be subject to the inland Carrier's contract tariff. If, for any reason, the Carrier is denied the right to act as agent only at these times, his liability for loss, damage or delay to the Goods shall be determined in accordance with Clause 6(2) (D).

(4) If the Goods are discharged at a Port other than the Port of Discharge or (save in the United States of America) at a Place of Delivery instead of the Port of Discharge, and the Carrier in its absolute discretion agrees to a request to such effect, such further Carriage will be undertaken by the Merchant. The Merchant undertakes that any such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this bill of lading as the Port of Discharge or Place of Delivery.

(2) COMBINED TRANSPORT

Save otherwise provided in this bill of lading, the Carrier shall be liable for loss or damage to the Goods occurring from the time when he receives the Goods into his charge until the time of delivery to the extent set out below:

(A) Where the stage of Carriage where the loss or damage occurred cannot be proved by the Merchant, the Carrier shall be liable for the loss or damage.

(1) The Carrier shall be relieved from liability where such loss or damage was caused by:

- an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier or any Sub-Contractor or other person acting on behalf of the Carrier;
- the compliance with the instructions of a Person entitled to give them;
- the lack of insufficiency of or defective condition of packing in the case of Goods which, by their nature are liable to wastage or to be damaged when not packed and when not properly secured;
- handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;
- inherent vice of the Goods;
- acts of public enemies;
- strikes imposed on a country or region;
- arrest or restraint of princes, rulers or people or seizure under legal process;
- quarantine restrictions;
- any other cause or event which the Carrier could not avoid as a consequence whereof he could not prevent by the exercise of reasonable diligence.

(2) The burden of proof that the loss or damage was due to one or more of the causes or events specified in this Clause 6(2) (A) will rest upon the Carrier. Save that if the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in Clause 6(2) (A), (b), (c), (d), (e), (f), (g), (h) it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(3) Where the stage of Carriage where the loss or damage occurred can be proved by the Merchant:

- the liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country, which provisions: a) when the Goods depart from the Port of Loading to the detriment of the Merchant, and Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such contract operative; b) when the loss or damage occurred in a Port of origin, (b) (1) above does not apply, any liability of the Carrier shall be determined by 6(1) if the loss or damage occurred during a sea leg or by 6(2) (A) in all other cases.

(3) GENERAL PROVISIONS

Subject to the Carrier's right to limit liability as provided for within this bill of lading, the Carrier's liability shall be calculated by reference to the FOB/FCA invoice value plus freight and insurance if paid. If there is no such invoice value, the value of the Goods shall be determined by reference to the value of the Goods at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered.

(4) Package or Shipping Unit Limitation
Where the Hague Rules, Hague-Visby Rules, COGSA or any other rules apply under this Bill of Lading by national law or pursuant to Clause 6(2)(B)(1) the Carrier's liability shall in no event exceed the amounts provided in the applicable national law or in the law thereby made applicable.

Where the Hague Rules Articles 1-8 (excluding Article 3, Rule 8) apply pursuant to Clause 6(1) (A), Clause 6(1) (B) or Clause 6(2) (B) then the Carrier's maximum liability shall in no event exceed US\$500 per package or customary freight unit.

Where Carriage includes Carriage to, from or through a port in the United States of America and COGSA applies pursuant to Clause 6(1) (A) or 6(2) (B) (1) neither the Carrier nor the Vessel shall in any event be liable for any loss or damage to or in connection with the Carriage of the Goods in an amount exceeding US\$500 per Package or customary freight unit.

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