

COMBINED TRANSPORT BILL OF LADING

Shipper SEASAGA ENTERPRISES PVT LTD PLOT NO: R - 25 AND R - 26, TTC INDUSTRIAL AREA, RABALE, NAVI MUMBAI - 400 701 INDIA	B/L Number GMAENSASHJ026938
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Consignee (If "To Order" so Indicate)
 OCEAN FISHERIES LLC.
 PO BOX 1927, AJMAN
 UNITED ARAB EMIRATES
 TEL : +971 67413443/FAX : +971 67412233
 FOR ACCOUNT OF CAPTAIN FISHER FOODSTUFF CO. WLL

Notify Party (no claim shall attach for failure to notify)
 OCEAN FISHERIES LLC.
 PO BOX 1927, AJMAN
 UNITED ARAB EMIRATES
 TEL : +971 67413443/FAX : +971 67412233
 FOR ACCOUNT OF CAPTAIN FISHER FOODSTUFF CO. WLL

Pre-carriage by	Place of Receipt NHAVA SHEVA, INDIA
Ocean Vessel / Voyage NORTHERN PRACTISE / 0024W	Port of Loading NHAVA SHEVA, INDIA
Port of Discharge SHARJAH, UAE	Place of Delivery SHARJAH, UAE



Trade License No. 542329 Commercial Register No. 61832
Ocean Bill of Lading

NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

RECEIVED by the Carrier the Goods as specified below in apparent good order and condition unless otherwise stated to be transported to such place as agreed, authorised or permitted herein and subject to all terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding.

The particulars given below as stated by the Shipper and the weight, measure, quantity, condition, contents and the value of Goods are unknown to the Carrier.

In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated hereafter, the same being accomplished the other(s), if any, to be void, if required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or Delivery Order.

For delivery please contact
 VASCO GLOBAL MARITIME LLC
 SUIT NO.406,4TH FLOOR, AL ABBAS TOWERS
 BLDG-II, KHALID BIN WALEED ROAD,
 BUR DUBAI, UAE. TEL:+9714 3555070
 FAX:+9714 3551914

Marks & Numbers	No of Pkgs	Description of Goods & Packages	Gross Wt.(KGS)	Vol (CBM)
SZLU 9179564/RH40 193184 TEMP : - 18 DEG.CEL.	1900	SAID TO CONTAIN / WEIGH & MEASURE 01 X 40' HC FCL REEFER CONTAINER STC : TOTAL 1900 CARTONS (TOTAL ONE THOUSAND NINE HUNDRED CARTONS ONLY) 800 CARTONS OF FROZEN RAW HEADLESS EASY PEEL VANNAMEI SHRIMPS IQF PACKING : 10X1KG 900 CARTONS OF FROZEN RAW HEADLESS EASY PEEL VANNAMEI SHRIMPS IQF PACKING : 10X1KG 200 CARTONS OF FROZEN RAW HEADLESS EASY PEEL BLACK TIGER SHRIMPS IQF PACKING : 10X1KG HS CODE 030617 FROZEN WEIGHT : 19,000.00 KGS NET WEIGHT : 13,750.00 KGS GROSS WEIGHT : 20,900.00 KGS PROCESSED & PACKED BY : SEASAGA ENTERPRISES PRIVATE LIMITED (UNIT - II) PLOT NO.E-27,TALOJA INDUSTRIAL AREA,TALUKA-PANVEL, RAIGAD DISTRICT, MAHARASHTRA - 410208,INDIA EIC APPROVAL NO : 1261 S.B. NO. : 4541950 DATED : 30/09/2022 SET TEMP -18 DEG.CEL TEMPERATURE DATA LOGGER NUMBER : MS-DB-236-9695 `` FREIGHT PREPAID `` "SHIPPED ON BOARD : 02/10/2022" "ALL COSTS AND EXPENSES FEES INCURRED BY CARRIER WILL BE REIMBURSED BY THE MERCHANT WHERE NO LIABILITY FOUND AGAINST THE CARRIER" "CARRIER NOT RESPONSIBLE FOR OVER STOWAGE ABOVE RECOMMENDED LOAD LINES,INHERENT VICE DISCOLOURATION,OVERRIPENING AND/OR ROTTEN DAMAGE" 10 days detention free at destination	20,900.000 KGS	



Freight Charges, Etc.	Total Number Of Packages(in words) : One Thousand Nine Hundred Only	... attached sheet
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Description	Rate	Prepaid	Collect
		Prepaid	
Jurisdiction and Law Clause The contract by or contained in this Bill of Lading is governed by the Law of UAE and any claim or dispute arising hereunder or in connection herewith shall be determined by the courts in UAE and no other courts.	Exchange Rate	Payable at	MUMBAI
		No.of original B/L(s)	3 (Three)
		Place and date of issue	MUMBAI , 04-OCT-2022

Excess Value Description: Refer to Clause 6(5)(B)+ (C) on reverse side



Signed on behalf of the Carrier:
GOODRICH MARITIME L.L.C
 By: **GOODRICH MARITIME PVT. LTD.**

AS AGENTS FOR CARRIER

Particulars Furnished by Shipper

ATTACHED SHEET

B/L# GMAENSASHJ026938	Vessel -	NORTHERN PRACTISE	Voyage -	0024W
Marks & Numbers	No. of Pkgs.	Description of Goods & Packages	Gross Wt. (KGS)	Vol (CBM)
		<p>"PERISHABLE CARGO CARRIED AT RISK OF THE MERCHANTS. CARRIER NOT RESPONSIBLE FOR INHERENT VICE, HOT LOADING, OVER/INAPPROPRIATE STOWAGE, DISCOLORATION, OVERRIPENING AND/OR ROTTEN DAMAGE OF PERISHABLE CARGOES ALL COSTS, EXPENSES INCURRED BY CARRIER IN SUCH CASES WILL BE REIMBURSED BY THE MERCHANT WHERE NO LIABILITY IS FOUND AGAINST THE CARRIER."</p> <p>"CARRIER NOT RESPONSIBLE AND HAS NO LIABILITY FOR ANY COSTS OR CONSEQUENCES FOR FAILURE OF CONSIGNEE TO COLLECT CARGO. ANY EXPENSES, DEMURRAGE, TAXES, FINES DUES OR PENALTIES INCURRED BY THE CARRIER, ARE FOR THE MERCHANTS ACCOUNT, AND ALL FREIGHT TO BE PAID WITHOUT DEDUCTION IN ANY EVENT."</p> <p>SHIPPER'S LOAD, STOW & COUNT. CONTAINER(S) CUSTOM SEALED BY SHIPPER.</p> <p>CARRIER NOT RESPONSIBLE FOR CONTENTS, PACKING OF CARGO AND IT'S STOWAGE INSIDE THE CONTAINER.</p> <p>CY/CY</p> <p>ALL DESTINATION CHARGES ON ACCOUNT OF CONSIGNEE</p> <p>CONTENTS AND PACKAGES DECLARED BY SHIPPER - CARRIER NOT RESPONSIBLE.</p> <p>LINE AND/OR CARRIERS NOT LIABLE FOR ANY/ALL CLAIMS IF DELIVERY OF CARGO AND/OR CONTAINER (S) IS NOT TAKEN BY CONSIGNEE IMMEDIATELY FROM THE PORT AND/OR TERMINAL FROM THE DATE OF DISCHARGE OF CARGO AND/OR CONTAINERS.</p>		
*** End of Statement ***				



independent contractor and 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; and if any claim or allegation should nevertheless be made, to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person and vessel shall have the benefit of all provisions herein benefitting the Carrier as if such provisions 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 behalf but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.

(3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expenses arising therefrom) arising from the Carriage of Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.

(4) The defence and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be founded in Contract or in Tort.

6. CARRIER'S RESPONSIBILITY

(1) CLAUSE PARAMOUNT

(A) Subject to clause 13 below, this Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading and the provisions of the Hague Rules or applicable shall be deemed incorporated herein. The Hague Rules (or COGSA or COGWA if this Bill of Lading is subject to U.S. or Canadian law respectively) shall apply to the carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. If and to the extent that the provisions of the Harter Act of the United States of America 1933 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the vessel the Carrier's responsibility shall instead be determined by the provisions of 6 (3) below, but if such provisions are found to be invalid such responsibility shall be subject to COGSA.

(B) The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to all limitations of and exclusions from liability and all rights conferred or authorised by any applicable law is Statute or regulations of any country (including, but not limited to where applicable any provisions of the Revised Statutes of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America) and without prejudice to the generality of the foregoing also any law statute or regulations available to the Owner of the vessel(s) on which the Goods are carried.

(2) IF THE STAGE OF CARRIAGE WHERE THE LOSS OR DAMAGE OCCURRED IS NOT KNOWN

(A) Exclusions

If the stage of the carriage where the loss or damage occurred is not known the Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by:

- (i) an act or omission of the merchant or
- (ii) insufficiency of or defective condition of packing or marking
- (iii) handling, loading, stowage or unloading of the goods by or on behalf of the merchant
- (iv) inherent vice of the goods
- (v) strike, lock-out, stoppage or restraint of labour
- (vi) fire, nuclear incident
- (vii) any cause or event which the carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence

(3) PORT TO PORT SHIPMENT

The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel onto and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even through Charges for the whole Carriage have been charged by the Carrier. When there is no national law making the Hague Rules, Hague-Visby Rules, COGSA, COGWA or any other rules compulsorily applicable to this Bill of Lading, the liability of the Carrier shall be determined in accordance with the Hague Rules Article 1-8 inclusive (excluding Article 3 Rule 8) only. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other

Hague Rules Article 1-8 (excluding Article 3 Rule 8) and pursuant to clause 6(1), 6(3) or clause 6(4) (B) (ii) then the maximum liability shall in no event exceed US \$ 500 per package or unit.

(C) **Ad Valorem:** Declared Value of Package or Shipping Unit
 The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(D) Definition of Package or Shipping Unit

Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of Goods by sea. Except as aforesaid the Container shall be considered the package or shipping unit.

The words "shipping unit" shall mean each physical unit or piece of cargo not shipping in a package including articles or things of any description whatsoever except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable and on no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

(E) **Rust, etc.**
 It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

(F) Notice of Loss or Damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery therefrom under this Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

(G) Time-bar

The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

7. MERCHANT'S RESPONSIBILITY

(1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

(2) The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

(3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

(4) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage unless the description and particulars including, but not limited to, the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a

the Carrier exercise due diligence to maintain the refrigerated Container in an efficient state.

SHIPPER PACKED CONTAINERS

If a container has not been packed by or on behalf of the carrier

- (1) The carrier shall not be liable for loss of or damage to the goods caused by:
 - (a) The manner in which the container has been packed or
 - (b) The unsuitability of the goods for carriage in the container supplied or
 - (c) The unsuitability or defective condition of the container, provided that if the container has been supplied by or on behalf of the carrier this unsuitability or defective condition could not have been apparent upon inspection by the merchant at or prior to the time when the container was packed.

(2) The shipper shall indemnify the carrier against any loss, damage, liability or expenses whatsoever and howsoever arising as caused by a matter referred to in clause 8(1)(c) the shipper shall not be liable to indemnify the carrier in respect thereof unless the provision referred to in that clause applies.

11. DANGEROUS GOODS

(1) No goods which are or may become dangerous, inflammable or damaging (including radioactive materials) or which are or may become liable to damage any property whatsoever shall be tendered to the carrier for carriage without his express consent in writing and without the container or other covering in which the goods are to be carried as well as the goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such goods and so as to comply with any applicable laws, regulations or requirements. If any such goods are delivered to the carrier without such written consent and/or marking, as if in the opinion of the carrier the goods are or are liable to become of a dangerous, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the merchant and without prejudice to the carrier's right to freight.

(2) The Merchant undertakes that such goods are packed in a manner adequate to withstand the risks of carriage having regard to their name and non-compliance with all laws or regulations which may be applicable during the carriage.

(3) Whether or not the merchant was aware of the nature of the goods, the Merchant shall indemnify the carrier against all claims, losses, damages or expenses arising in consequence of the carriage of such goods.

(4) Nothing contained in this clause shall deprive the carrier of any of his rights provided by law elsewhere.

12. FCL MULTIPLE BILLS OF LADING

(1) Goods will be only delivered in a container to the merchant if all Bill of Lading in respect of the contents of the container have been surrendered authorizing delivery to a single merchant at a single place of delivery. In the event that this requirement is not fulfilled the carrier may unpack the container and in respect of the goods for which Bill of Lading have been surrendered deliver these to the Merchant on LCL basis. Such delivery shall constitute due delivery hereunder but will only be effected against payment by the Merchant of LCL service charges and any charges applicable to LCL goods (as set down in the tariff) together with the actual cost incurred for any additional services rendered.

(2) If this is an FCL multiple Bills of Lading (as evidenced by the qualification of the tally acknowledgment overleaf to the effect that it is "one of part cargoes in the container") then the goods detailed overleaf are said to comprise part of the contents of the container indicated. If the carrier is required to deliver the goods to more than one merchant and if all or part of the total goods within the container consists of bulk goods or unappropriated goods Or is or becomes mixed or unmarked or unidentifiable, the holders of Bill of Lading to the goods within the container shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as the carrier shall in his absolute discretion determine and such delivery shall constitute due delivery orders.

13. INSPECTION OF GOODS

The Carrier or any person authorised by the Carrier shall be entitled but under no obligation to open any Container or package at any time and to inspect the Goods.

14. MATTERS AFFECTING PERFORMANCE

(1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods) whatsoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may:

If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) as a result of the negligence of the non-carrying vessel or object or the owner, charterer of or person responsible for the non-carrying vessel or object the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or liability to (and any expense arising therefrom) any vessel or person in respect of any loss of, or damage to, or any claim whatsoever of the Merchant paid or payable to the Merchant by the non-carrying vessel or object or the owner, charterer of or person responsible for the non-carrying vessel or object and self-off, recouped or recovered by such vessel, object or person(s) against the Carrier, the carrying vessel or her owners or charterers.

19. GENERAL AVERAGE

(1) The Carrier may declare General Average which shall be adjustable according to the York / Antwerp Rules of 1934 at any place at the option of the Carrier and the Amended Jason Clauses as approved by BIMCO is to be considered as incorporated herein and the Carrier shall provide such security as may be required by the Merchant in this connection.

(2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expenses arising therefrom) of a General Average nature which may be made by the Carrier and shall provide such security as may be required by the Carrier in this connection.

(3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

20. CHARGES

(1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.

(3) All Charges shall be paid without any set-off, counter claim, deduction or stay of execution.

(4) Full Freight shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

(5) All Freight shall be paid without any set-off, counter claim, deduction or stay of execution at latest before delivery of the goods.

(6) If the Merchant fails to pay the Freight when due he shall be liable also for payment of interest due on outstanding sum, reasonable attorney fees and expenses incurred in collecting any sum due to the Carrier. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or its authorized agent, shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

21. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any document relating thereto for all sums due from him to the Carrier under any other contract. The Carrier may exercise his lien at any time and any place in his sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant. The Carrier's lien shall survive delivery of the Goods.

22. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

23. PARTIAL INVALIDITY

If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provision shall not be thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.