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| SHIPPER  |
| FRESH CATCH EXPORTS<br>DOOR NO. 7/324-A, DARUSSALAM ROAD<br>COCHIN-682002, KERALA,INDIA.             |
| CONSIGNEE  |
| GULF MARINE COMPANY GMC,<br>NOUVEAU PORT BLOC,<br>LOT5,<br>SFAX 3065 ,TUNISIA<br>FAX: 00216 74497141 |
| NOTIFY PARTY, Carrier not to be responsible for failure to notify                                    |
| GULF MARINE COMPANY GMC,<br>NOUVEAU PORT BLOC,<br>LOT5,<br>SFAX 3065 ,TUNISIA<br>FAX: 00216 74497141 |

|                       |
|-----------------------|
| VOYAGE NUMBER         |
| 0064W                 |
| BILL OF LADING NUMBER |
| IGC0145791            |

# DRAFT BILL OF LADING

## 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 |
|                  |                      | VISAKHAPATNAM         | THREE (3)                          |
| VESSEL           | PORT OF LOADING      | PORT OF DISCHARGE     | FINAL PLACE OF DELIVERY*           |
| SM KAVERI        | VISAKHAPATNAM, INDIA | SFAX PORT, TUNISIA    |                                    |

| MARKS AND NOS<br>CONTAINER AND SEALS | NO AND KIND<br>OF PACKAGES | DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER<br>SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN  | GROSS WEIGHT<br>CARGO | TARE | MEASUREMENT |
|--------------------------------------|----------------------------|--|-----------------------|------|-------------|
|                                      |                            |  | KGS                   | KGS  | CBM         |
| SZLU9025785<br>SEAL C6065281<br>NIL  | 1 x 40RH                   | 775 BAGS<br><br>2X40 FCL<br>FROZEN YELLOWFIN TUNA WHOLE ROUND<br>SCIENTIFIC NAME:<br>THUNNUS ALBACARES<br>AS PER PROFORMA INVOICE NO:<br>FCE/017/2023-2024 DTD.26.09.2023<br>H S CODE : 03034200<br>PACKING : RUNNING WEIGHT IN PPBAGS<br>INVOICE NO:<br>FCE/015/2023-24 DT 29.09.2023<br>PROCESED & PACKED BY<br>M/S. FRESH CATCH EXPORTS<br>PLOT NO.14 & 15 APIIC<br>AUTONAGAR, SARPAVARAM<br>KAKINADA-533005<br>ANDHRA PRADESH<br>E.U.APPROVAL NO. 903<br>SB.NO.<br>DATE:<br>NET.WT: 56000 KGS<br>GROSS.WT : 56400 KGS<br>FREIGHT PREPAID | 28200.000             | 4780 | 40.000      |

Continued on Next Sheet                      Sheet 1 of 2  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

### ADDITIONAL CLAUSES

|  |   |
|--|---|
| <p>4. Cargo at port is at merchant risk, expenses and responsibility</p> <p>5. FCL</p> <p>73. Free out</p> <p>77. THC at destination payable by Merchant as per line/port tariff</p> <p>91. Ground rent/storages/power supply/monitoring costs at port of discharge for Merchant s account according to port rates.</p> <p>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.</p> <p>153. All expenses, including but not limited to overtime/drayage to stacking area if any, from ship's hold up to reloading of empties in ship's hold/deck are for Receiver's account.</p> <p>194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.</p> <p>202. Demurrage and detention shall be calculated and paid as per general tariff available on the web site</p> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |
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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 | 05 OCT 2023 | SIGNED FOR THE CARRIER CMA CGM S.A.<br>BY CMA CGM Agencies (India) Pvt Ltd<br>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         |
| 0064W                 |
| BILL OF LADING NUMBER |
| IGC0145791            |

|                                      |                            |   |                                    |      |             |
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|                                      |                            | VISAKHAPATNAM   | THREE (3)                          |      |             |
| VESSEL                               | PORT OF LOADING            | PORT OF DISCHARGE   | FINAL PLACE OF DELIVERY*           |      |             |
| SM KAVERI                            | VISAKHAPATNAM, INDIA       | SFAX PORT, TUNISIA  |                                    |      |             |
| MARKS AND NOS<br>CONTAINER AND SEALS | NO AND KIND<br>OF PACKAGES | DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER<br>SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN | GROSS WEIGHT<br>CARGO              | TARE | MEASUREMENT |

|                               |          |          |                  |             |               |
|-------------------------------|----------|----------|------------------|-------------|---------------|
| TEMU9065245<br>SEAL R0126666S | 1 x 40RH | 775 BAGS | KGS<br>28200.000 | KGS<br>4660 | CBM<br>40.000 |
|-------------------------------|----------|----------|------------------|-------------|---------------|

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

DISCHARGE PORT AGENT:  
CMA CGM TUNISIA  
IMMEUBLE MARHABA CENTER  
RUE TAHAR SFAR ET ABOULKACEM CHEBBI  
INTERSECTION  
SFAX  
TUNISIA

Shipped on Board SM KAVERI 05-OCT-2023 CMA CGM AGENCIES (INDIA)  
PVT LTD. As agents for the Carrier

Weight in Kgs Total: 2 CONTAINER(S) Continued From Previous Sheet Sheet 2 of 2 56400.000 9440 80.000  
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

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.

|  |        |             |   |
|--|--------|-------------|---|
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