



PROFORMA - NON NEGOTIABLE

BILL OF LADING
(Non Negotiable Unless Consigned to Order)

COPY NON NEGOTIABLE

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) BLUE- FIN FROZEN FOODS PVT LTD L-72, TALOJA MIDC, RAIGAD DISTRICT MAHARASHTRA 410208, INDIA		BOOKING NO. 2683474210	BILL OF LADING NO. OOLU2683474210
		EXPORT REFERENCES RATE FOLDER 00044037	
CONSIGNEE (COMPLETE NAME AND ADDRESS) DAYSEADAY FROZEN B.V. TEXELSTROOM 4 8321 MD URK THE NETHERLANDS		FORWARDING AGENT-REFERENCES FMC NO.:	
		POINT AND COUNTRY OF ORIGIN OF GOODS	
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) (It is agreed that no responsibility shall be attached to the Carrier or its Agents for failure to notify (see Clause 13 on reverse)) DAYSEADAY FROZEN B.V. TEXELSTROOM 4 8321 MD URK THE NETHERLANDS		ALSO NOTIFY PARTY-ROUTING & INSTRUCTIONS ++ THE NETHERLANDS	
PRE-CARRIAGE BY	PLACE OF RECEIPT NHAVA SHEVA , INDIA		
VESSEL/VOYAGE/FLAG APL NEW YORK 034 W	PORT OF LOADING NHAVA SHEVA , INDIA	LOADING PIER/TERMINAL	ORIGINALS TO BE RELEASED AT MUMBAI
PORT OF DISCHARGE ROTTERDAM, ++	PLACE OF DELIVERY ROTTERDAM, ++	TYPE OF MOVEMENT (IF MIXED, USE DESCRIPTION OF PACKAGES AND GOODS FIELD) CY/CY CY/CY	

(CHECK "HM" COLUMN IF HAZARDOUS MATERIAL) **PARTICULARS DECLARED BY SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER**

CNTR. NOS. W/SEAL NOS. MARK & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	H M	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
OOLU6168555 /OOLGLC9090	1155		1155 MASTER CARTONS/FCL/FCL /40RQ	23100.000KGS	
	1155 MASTER CARTONS		1 X 40 REEFER 1155 MASTER CARTONS FROZEN PABDA WHOLE HS CODE: '03032900 FREIGHT: PRE-PAID NET WT: 10395.00 KGS GROSS WT : 23100.00 KGS TEMPERATURE SETTING TO BE AT - 18 DEGREE CELSIUS	23100.000KGS	

TOTAL NO. OF CONTAINERS/PACKAGES RECEIVED & ACKNOWLEDGED BY CARRIER FOR THE PURPOSE OF CALCULATION OF PACKAGE LIMITATION (IF APPLICABLE): 1 CONTAINER(S)/PACKAGE(S)
 DESTINATION CHARGES COLLECT PER LINE TARIFF, AND TO BE COLLECTED FROM THE PARTY WHO LAWFULLY DEMANDS DELIVERY OF THE CARGO.
 SHIPPER LOAD AND COUNT, CONTAINER(S) SEALED BY SHIPPER
 ** TO BE CONTINUED ON ATTACHED LIST **

NOTICE 1: For carriage to or from the United States of America, (i) Clauses 4 and 23 on the reverse side hereof limit the Carrier's liability to a maximum of U.S.\$500 per package or customary freight unit by virtue of incorporation of the U.S. Carriage of Goods by Sea Act ("COGSA"), unless the Merchant declares a higher cargo value below and pays the Carrier's ad valorem freight charge; and (ii) if carried on deck at Merchant's risk as to perils inherent in such carriage but in all other respects subject to the provisions of COGSA.
NOTICE 2: See Clause 28 on the reverse side hereof: Notice to Endorse and/or Holder and/or Transferee.
NOTICE 3: If Goods carried on deck at Merchant's risk without responsibility for loss or damage howsoever caused.

Declared Cargo Value US\$. If Merchant enters a value, Carrier's limitation of liability shall not apply and the ad valorem rate will be charged.

FREIGHT & CHARGES PAYABLE AT:				SERVICE CONTRACT NO.	DOC FORM NO.	COMMODITY CODE	Received the Container/Package or other units indicated in the box identified as "Total No. of Containers/Packages received and acknowledged by Carrier" in apparent good order and condition, unless otherwise indicated, to be transported and delivered as herein provided. The receipt, custody, carriage and delivery of the goods are subject to the terms appearing on the face and back hereof and to the Carrier's applicable tariff. In witness whereof 3 original bills of lading have been signed, one of which being accomplished, the other(s) to be void. DATE CARGO RECEIVED DATE LADEN ON BOARD o 4 NOV 2021 DATED 4 NOV 2021
CODE	TARIFF ITEM	FREIGHTED AS	RATE	PREPAID	COLLECT		

The printed terms and conditions appearing on this Bill of Lading are available at www.oocl.com, in OOCL's published US tariffs, and in pamphlet form.

+ STRIKE OUT FOR ON BOARD VESSEL BILL OF LADING
 * SEE CLAUSE 1 HEREOF
 o SEE CLAUSE 2 HEREOF
 QFD01
 HQD 01/01

SIGNED OOCL (INDIA) PRIVATE LIMITED
 BY: _____, as agent for
 ORIENT OVERSEAS CONTAINER LINE, AS CARRIER ♦

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THIS BILL OF LADING IS A 3 PAGE DOCUMENT AND CARRIAGE OF GOODS IS SUBJECT TO OOCL'S STANDARD TERMS AND CONDITIONS OF CARRIAGE, WHICH APPEAR AT THE END HEREOF AS PAGE 3

VESSEL: APL NEW YORK

VOYAGE: 034 W

B/L NO.: OOLU2683474210

CNTR. NOS. W/SEAL NOS. MARK & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
DESTINATION OFFICE ADDRESS: ORIENT OVERSEAS CONTAINER LINE LIMITED - OOCL NETHERLANDS BRANCH WNA BUILDING, 6E VERDIEPING WEENA ZUID 134 3012NC ROTTERDAM, THE NETHERLANDS (31)-10-2248288				
DELIBERATELY LEFT BLANK AND CONTINUE ON NEXT PAGE				

SIGNED OOCL (INDIA) PRIVATE LIMITED
BY:

, as agent for

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ORIENT OVERSEAS CONTAINER
LINE, AS CARRIER♦

The printed terms and conditions appearing on the face and reverse side of this Bill of Lading are available at www.oocl.com, in Carrier's published US tariffs, and in pamphlet form.

RECEIVED in exempt apparent good order and condition, unless otherwise indicated, the number of containers, packages or other customary freight units are stated as "Total Number of Containers/Packages received and acknowledged by the Carrier" on the face hereof subject to all the terms and conditions hereof from Place of Receipt or the Port of Loading, whichever is applicable, to Place of Delivery or Port of Discharge, whichever is applicable. Weights, measurements, marks, numbers, quantity, and other data mentioned herein are to be considered by the Carrier.

Notwithstanding any customs or privileges to the contrary, the Merchant, in accepting this Bill of Lading, expressly agrees that the vessel and its crew are subject to the laws, regulations or orders of any country, territory, state, province, city, port, or other authority incorporated herein, as fully as they are well signed by such Merchant.

1) **IDENTITY AND DEFINITION OF CARRIER.** "Orient Overseas Line Limited" and "OOCL" are trade names for transportation provided separately by: Orient Overseas Container Limited ("OOCL") and OOCL Europe Limited ("OECL") respectively as follows:-

(a) OECL shall be deemed the Carrier for transportation of Goods where those Goods are either loaded or discharged in any of Russia, Poland and Turkey.

(b) OOCL shall be deemed to be the Carrier for Goods not carried in 1 (a) above. For the avoidance of doubt, for the purpose of this Clause, transportation of Goods in either Russia, Poland or Turkey is not to be regarded as loading or discharging Goods.

If it is ultimately adjudged that a second person or entity, including without limitation, the Vessel, her owner, operator, demise, time, spot and space charterer and/or another member of an alliance and/or consortium and/or joint arrangement of which the Carrier may be a member, is also a carrier/charterer then that person or entity shall have the benefit of all the rights and defenses provided for in this Bill of Lading by law.

Notice is hereby given that the Carrier is a member of alliances and/or consortia and/or joint arrangements. The members of such groups, including Carrier, reserve the right to carry cargo for each other, and otherwise cooperate with each other in the carriage of cargo, without notice to the Merchant. In the case of such carriage, however, the terms and conditions of this Bill of Lading shall apply, and the Merchant shall be bound by them and Carrier shall be deemed in all instances to be the Carrier of the Goods, subject to the terms and conditions of this Bill of Lading.

2) **DEFINITIONS** Without limitation of any definition in any applicable law herein mentioned, "VESSEL" shall include the vessel(s) named in this Bill of Lading, any substituted vessel(s), any vessel to which transportation may be made in the performance of this contract and any other means of transportation whatsoever, owned, chartered, operated or controlled and used by the Carrier or Participating Carrier in the vessel of this contract. "MERCHANT" includes the Shipper, consignee, end-user, transferee, Holder of this document, consignee, receiver of the Goods by person or entity entitled to possession of the Goods or this Bill of Lading and anyone acting on behalf of any such person or entity. "GOODS" means any person for the time being in possession of this Bill of Lading to which the property interest in the Goods has passed on or by reason of the contract of carriage of the Goods or the endorsement of this Bill of Lading or otherwise. "PARTICIPATING CARRIER" shall include any other sea, water, air or carrier performing any part of the carriage provided herein. "CONTAINER" includes any container, trailer, transportable tank, flat, pallet, cradle, sled or any similar article of transport used to consolidate or transport Goods. "LADEN ON BOARD", when noted on this Bill of Lading shall mean that the Goods have been placed on board the Vessel or any other mode of transport used by or on behalf of the Carrier or Participating Carrier enroute to the Port of Loading shown on the face of this Bill of Lading. "PLACE OF DELIVERY" shall mean the place where the Goods are received for marine transport by the Carrier or Participating Carrier or their respective agents. "PORT OF DISCHARGE" shall mean the place where the Goods are to be discharged from the Vessel. "PLACE OF RECEIPT" shall be the place where the Goods are received from the Merchant by the Carrier or Participating Carrier. "PORT OF LOADING" shall mean the place where the Goods are delivered by the Carrier or the Participating Carrier to the Merchant. "COGSA" refers to the Carriage of Goods by Sea Act of the United States approved April 16, 1924 and any subsequent modifications or amendments thereto. The "HAGUE RULES" refers to the International Convention for the Unification of Certain Rules of Carriage of Goods, as amended by the Protocol of 1968. "HAGUE-VISBY" refers to the Hague Rules as Amended by the Protocol done at Brussels on February 23, 1968. References to the "International Rules of a State" shall be deemed to include all principles of private international law applied by such State. "STATE" shall mean any nation, commonwealth, territory or possession, internationally recognized to be a body politic and to exercise sovereign power, "COMBINED TRANSPORT" refers to the Place of Receipt and/or Place of Delivery are indicated on the face of this Bill of Lading in the relevant boxes, and "PORT TO PORT TRANSPORT" refers to the Port of Loading and/or Port of Discharge are indicated on the face of this Bill of Lading in the relevant boxes.

3) **CARRIER'S TARIFFS** The terms of the applicable tariff(s) of the Carrier are incorporated herein. Copies of the relevant tariff(s) and/or applicable tariff(s) are available from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable tariff(s), this Bill of Lading shall prevail except in the United States of America where the provisions of the tariff shall prevail.

4) **CARRIER'S RESPONSIBILITY AND CLAUSE PARAMOUNT** (i) Port to Port Transport (ii) Port to Port Transport, the responsibility (if any) of the Carrier for loss or damage to the Goods occurring from the time when the Goods are loaded on board the Vessel at the Port of Loading until the time when the Goods are discharged from the Vessel at the Port of Discharge shall be determined in accordance with the provisions of Clause 4(C).

The Carrier shall be under no liability whatsoever for loss or damage to the Goods or non-delivery or misdelivery howsoever caused if such loss or damage, non-delivery or misdelivery arises prior to loading onto or subsequent to discharge from the Vessel. Notwithstanding the above, in case and to the extent that the Carrier is responsible for any additional period of responsibility the Carrier shall have the benefit of every right, defence, limitation and benefit of the Hague Rules during such additional compulsory period of responsibility notwithstanding that the loss, damage or injury occurred or not at such as.

(b) Combined Transport If carriage is Combined Transport then the Carrier undertakes to perform and/or in its own name to procure performance of the carriage from the Place of Receipt to the Port of Loading and/or to the Port of Discharge, whichever is applicable, and, save as is otherwise provided for in this Bill of Lading, the Carrier's liability for loss or damage to the Goods shall be as follows:-

(i) If the stage of carriage where loss or damage occurred is not known (a) Exclusions (b) Insufficiency or defective condition of packing or marking (c) Inadequacy of the instructions of packing or marking (d) Inherent value, loss or damage to the Goods by the Merchant (e) Inherent vice of the Goods (f) Nucleic incident (g) Any cause or event which the Carrier could not avoid and the consequence of which he could not prevent by the exercise of reasonable diligence.

(ii) Burden of Proof The burden of proving that any loss or damage was caused by one or more of the events mentioned in Clause 4(B)(i)(a) shall rest upon the Carrier. In the absence of such proof, in the circumstances of the case, the loss or damage could be attributed to one or more of the events specified in Clauses 4(B)(i)(a)(i) to (vii) then it shall be presumed that it was so caused and in such circumstances the burden of proof shall be on the Merchant to prove that the loss or damage was not caused wholly or partly by one or more of these events.

(c) Limitation If the Carrier is liable for loss or damage to the Goods then the amount of compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance (if paid). The Carrier's maximum liability hereunder shall in no circumstances exceed US\$2 per kilo gross weight of the Goods lost or damaged. The amount of compensation shall be determined by reference to the invoice value of the Goods plus freight and insurance (if paid) when the loss or damage occurred or to the amount of the loss or damage sustained for the above limit and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

2. If the stage of carriage during which loss or damage occurred is known (a) Exclusions (b) Insufficiency or defective condition of packing or marking (c) Inadequacy of the instructions of packing or marking (d) Inherent value, loss or damage to the Goods by the Merchant (e) Inherent vice of the Goods (f) Nucleic incident (g) Any cause or event which the Carrier could not avoid and the consequence of which he could not prevent by the exercise of reasonable diligence.

(ii) Burden of Proof The burden of proving that any loss or damage was caused by one or more of the events mentioned in Clause 4(B)(i)(a) shall rest upon the Carrier. In the absence of such proof, in the circumstances of the case, the loss or damage could be attributed to one or more of the events specified in Clauses 4(B)(i)(a)(i) to (vii) then it shall be presumed that it was so caused and in such circumstances the burden of proof shall be on the Merchant to prove that the loss or damage was not caused wholly or partly by one or more of these events.

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4. Except as provided herein in Clauses 4(B)(1) and (2), and where COGSA are available to apply by operation of law, Carrier's liability will be governed by COGSA unless otherwise indicated. In no event shall the body of law applicable to the carriage of the transport where the loss occurred is more favourable to the Carrier (with regards to defenses and limitations), in which case that other body of law will apply.

5) **WARRANTIES.** The Merchant represents, warrants and agrees that: (a) The Goods and any Containers packed by the Merchant are packed and loaded in such a manner as to be handled under the ordinary conditions of carriage without damage to the Goods or Containers or other property of the Merchant. (b) Any Goods placed by the Merchant in Containers are compatible and suitable for transportation in Containers. (c) He is or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading and the Merchant warrants that the Carrier is not responsible for or on behalf of the Carrier meets all ISO and/or other applicable national or international safety standards and is fit in all respects for carriage by the Carrier.

6) **MERCHANT'S RESPONSIBILITY AND INDEMNIFICATION** 1. All of the persons coming within the definition of Merchant shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant in this Bill of Lading and remain so liable throughout the transportation notwithstanding their having transferred this Bill of Lading and/or title to the Goods to another party. 2. The Shipper further warrants to the Carrier that the particulars relating to the Goods as set out on the face of this Bill of Lading have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Merchant are true, correct, adequate, accurate and complete. 3. The Shipper shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to sue indemnify shall in no way limit its responsibility and liability under this Bill of Lading to any person or entity named in this Bill of Lading as Shipper.

4. The Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving written notice of their nature and the required temperature setting of the refrigeratic controls before receipt of the Goods by the Carrier. 5. The Merchant agrees to indemnify and hold harmless the Carrier against all and any claims, loss, damage, fines or expense arising or resulting from any breach of any warranty or other obligation of the Merchant under the terms of this Bill of Lading or application law (including but not limited to those the Carrier may incur or incur to any person which the Carrier may suffer by reason of the Merchant's breach of any warranty or other obligation). In such event, the Carrier shall be entitled to defend any action brought by third parties or to prosecute any claim against the Merchant arising from the Merchant's obligation(s) under this Bill of Lading.

7) **REGULATIONS RELATING TO GOODS** 1. The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive or otherwise hazardous nature and which are prohibited by law, regulations or requirements of customs, port and other authorities, and shall be liable to pay all duties, taxes, freight, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any legal, incorrect or insufficient description, marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof. 2. If the Carrier is obliged to handover the Goods or any part thereof into the custody of any customs, port or other authority, such handover shall constitute due delivery of the Goods or any part thereof to the Merchant under this Bill of Lading.

8) **SHIPPER-PACKED CONTAINERS** 1. If a Container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss of or damage to the Contents and the Merchant shall indemnify the Carrier against all loss, damage, liability or expense incurred by the Carrier, if such loss or damage, liability or expense has been caused by: (a) the manner in which the Container has been filled, packed, stuffed or loaded or (b) the unsuitability of the contents for carriage in Containers or (c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or (d) the unsuitability of the contents for carriage in Containers in respect of any dangerous contents thereof which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; or (e) the packing or temporary stowage of the Contents in Containers as other than the booked temperature. 2. The Shipper is responsible for the packing and sealing of all Shipper-packed Containers. The Shipper shall inspect Containers before stuffing them and the use of the Containers shall be prima facie evidence of the receipt of the Container by the Carrier and that the Merchant shall be liable for the loss or damage to the Contents if the Merchant packed the Container with its seal intact, the Carrier shall not be liable for any shortage of Goods. If a claim for shortage is made against the Carrier, the Merchant agrees to indemnify the Carrier against all and any costs (including, but without limitation, legal costs), expenses, liabilities or losses of whatsoever nature suffered and/or incurred in connection with any such claim.

9) **DANGEROUS GOODS AND CONTRABAND** 1. The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive or otherwise hazardous nature and which are prohibited by law, regulations or requirements of customs, port and other authorities, and shall be liable to pay all duties, taxes, freight, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any legal, incorrect or insufficient description, marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof. 2. If the Carrier is obliged to handover the Goods or any part thereof into the custody of any customs, port or other authority, such handover shall constitute due delivery of the Goods or any part thereof to the Merchant under this Bill of Lading.

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