



PROFORMA - NON NEGOTIABLE

BILL OF LADING
(Non Negotiable Unless Consigned to Order)

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) SANCHITA MARINE PRODUCTS PVT. LTD. OFFICE NO. 608, 6TH FLOOR, NMS TITANIUM, PLOT NO. 74, SECTOR-15, CBD BELAPUR, *		BOOKING NO. 2681597240	BILL OF LADING NO. OOLU2681597240
CONSIGNEE (COMPLETE NAME AND ADDRESS) MORUBEL NV ANKERSTRAAT 2, B 8400, OOSTENDE, BELGIUM		EXPORT REFERENCES RATE FOLDER 00044037 IN SHPR IEC 0399030841	
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)) MORUBEL NV ANKERSTRAAT 2, B 8400, OOSTENDE, BELGIUM EORI CODE: BE0468144665		FORWARDING AGENT-REFERENCES FMC NO.:	
PRE-CARRIAGE BY		PLACE OF RECEIPT NHAVA SHEVA, INDIA	
VESSEL/VOYAGE/FLAG LOTUS A 006 W		PORT OF LOADING NHAVA SHEVA, INDIA	
PORT OF DISCHARGE ANTWERP, BELGIUM.		LOADING PIER/TERMINAL MUMBAI	ORIGINALS TO BE RELEASED AT MUMBAI
		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)	HM	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
OOLU6136645 /OOLCKR4527	1100 CARTONS		1100 CARTONS /FCL/FCL /40RQ	27500.000KGS	
	1100 CARTONS		1 X 40'RH FCL 1100 CARTONS (TOTAL ONE THOUSAND ONE HUNDRED CARTONS ONLY) 1100 CARTONS OF FROZEN PEELED AND UNDEVEINED SHRIMP - PUD PACKING: BLOCK FROZEN 2 KGS NET DRAINED WEIGHT PER BLOCK. 10 BLOCKS PER MASTER CARTON FROZEN SEAFOODS AS PER PURCHASE ORDER 4500036012 DATED SEPTEMBER 27, 2021 HS CODE NO. 0306 APPLICANT'S AEO CODE: ** TO BE CONTINUED ON ATTACHED LIST **	27500.000KGS	

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 11 OCT 2021 DATE LADEN ON BOARD o 14 OCT 2021 DATED 14 OCT 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 QF001 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: LOTUS A

VOYAGE: 006 W

B/L NO.: OOLU2681597240

CNTR. NOS. W/SEAL NOS. MARK & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
		BEAEOF0000029GDG NET WEIGHT: 22000.00 KGS *NAVI MUMBAI, THANE, MAHARASHTRA - 400 614, INDIA S.B. NO. 5195875 DATE: 09/10/2021 . FREIGHT PREPAID . TEMPERATURE SETTING TO BE AT - 21 DEGREE CELSIUS		
OCEAN FREIGHT PREPAID 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 DESTINATION OFFICE ADDRESS: OOCL BENELUX N.V. THEATER BUILDING, 17TH FLOOR ITALIELEI 124 - BUS 74 B-2000 ANTWERP BELGIUM (32)-3-2348888				
DELIBERATELY LEFT BLANK AND CONTINUE ON NEXT PAGE				

SIGNED OOCL (INDIA) PRIVATE LIMITED
BY:

, as agent for

COPY NON NEGOTIABLE

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 listed 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, equipment, stores, supplies, cargo, and other property on board, whether written, printed, stamped or otherwise incorporated herein, as fully as they are all 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 Line 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, and anyone acting on behalf of any such person.

(a) "CARRIER" means the Carrier or any other person or entity named in this Bill of Lading or otherwise "PARTICIPATING CARRIER" shall include any other sea, water, air or carrier performing any 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.

(b) "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 or their respective agents. "PLACE OF DELIVERY" shall be 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, 1936 and any subsequent modifications or amendments thereto. The "HAGUE RULES" refers to the International Convention for the Unification of Certain Rules of Law Relating to the Carriage of Goods by Sea Act of 1924. "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 applicable tariff(s) are obtainable 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** (A) Port to Port Transport (i) Carriage of Goods 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 any loss or damage to the Goods occurs while the Goods are in the custody of the Carrier, the Carrier shall be liable for such loss or damage to the Goods as follows:-

(a) Combined Transport (i) Carriage is Combined Transport then the Carrier undertakes to perform and/or in its own name to procure performance of the carriage of the Goods to and from the Port of Loading and/or Port of Discharge in accordance with the terms and conditions of this Bill of Lading and the applicable tariff(s) of the Carrier. If any loss or damage to the Goods occurs while the Goods are in the custody of the Carrier, the Carrier shall be liable for such loss or damage to the Goods as follows:-

(i) Act of omission of the Merchant;

(ii) Insufficiency or defective condition of packing or marking;

(iii) Non-compliance with the instructions of persons entitled to give them;

(iv) Handling, loading, stowage or unloading of the Goods by the Merchant;

(v) Inherent vice of the Goods;

(vi) Stowage, packing or restraint of labour from whatever cause whether partial or general;

(vii) A nuclear incident;

(viii) 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.

(b) 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)(viii) shall rest upon the Merchant. 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) to (vii) then it shall be presumed that it was so caused and in such circumstances the burden of proof shall be upon 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 Carrier shall be liable for such loss or damage to the Goods as follows:-

(i) If the stage of carriage during which loss or damage occurred is not known

(ii) Exclusions

(iii) Carriage where the loss or damage to the Goods is not known then the Carrier shall be liable for loss and damage to the Goods save that the Carrier shall be relieved from liability for any loss or damage to the extent that such loss or damage was caused by:-

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4. Except as provided herein in Clauses 4(D)(1) and (2), and where COGSA does not apply by operation of law, Carrier's liability will be governed by COGSA unless otherwise provided. In any event, 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 any special precautions, and (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 (d) 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 Shipper are true and correct.

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 or otherwise.

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 thermocouples located 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 applicable law (including but not limited to those the Carrier may incur or incur to any person which the Carrier may suffer or incur in performing its obligations under this Bill of Lading). In such event, the Carrier shall be entitled to be indemnified by 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 or restricted by any law, regulation or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, 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.

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 care 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 the incorrect setting of any temperature controls 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 tempering of the contents of the Goods 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 loss or damage to the Contents if the Container is damaged by the Carrier 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 or restricted by any law, regulation or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, 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.

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