

MEX.LE@VNLL.VN



Draft Bill of Lading PREMIER MARINE FOODS 1ST FLOOR, NIZAM MANZIL, VANDANAM P.O. B/L No: CSX21COKSGN011723 ALAPPUZHA - 688 005, KERALA.INDIA Ocean Bill of Lading or Multimodal Bill of Lading NON-NEGOTIABLE LINLESS 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 TO ORDER OF HUA NAN COMMERCIAL BANK ITD 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. Shipper/ Export /Forwarder References Notify Party (Carrier not responsible for failure to notify and no claim shall attach therefrom) GALLANT OCEAN (VIET NAM)., JSC B10-B11 SUOI DAU INDUSTRIAL ZONE, CAM LAM DIST., KHANH HOA PROVINCE, VIETNAM Place of Receipt Port of Loading COCHIN. INDIA COCHIN INDIA Place of Delivery/Final Destination Port of Discharge Also Notify CAT LAI PORT, HO CHI MINH, VIETNAM CAT LAI PORT, HO CHI MINH, VIETNAM Pre-carriage by Vessel & Vovage MOGRAL/0039E Marks & No. of Gross Weight of Cargo (KG) Measurement (CBM) Container No.s & Seal No.s Description of Goods & Packages CXRU1479064 / CSX016676 1100 CARTONS 1 X RANH CONTAINERS SAID TO CONTAIN 26950 0000 1100 CARTONS FROZEN HEADLESS SHELL ON VANNAMEI SHRIMPS , G1 1 X R40H PACKING: 2KG/BLOCK X 10BLOCK/CTN OTHER TERMS AND CONDITIONS AS PER PURCHASE CONTRACT NO. HL21155 DATE 12 JUL 2021 NET WEIGHT: 22000.000 KGS GROSS WEIGHT: 26950.000 KGS SHIPPING BILL NO. 3237604, DATED: 19.07.2021 L/C NO.910IMU10098, DATED.20.07.2021 5 DAYS DEMURRAGE AND 5 DAYS DETENTION FREE TIME AT DESTINATION RECEIVED FOR SHIPMENT FREIGHT PREPAID CY/CY FCL/FCL Draft SHIPPER'S LOAD, STOW AND COUNT Additional Information for Refrigerated Cargo / Hazardous Cargo / OOG Cargo CONTAINER NO: CXRU1479064 TEMPERATURE:-18C VENT: CLOSED HUMIDITY:-All cargo-related particulars above as furnished by the Shipper but without responsibility and representation by Carrier Freight & Charges Collect 27 20 Currency FREIGHT PREPAID Freight Payable at 21 Freight Payable By No.of Original Bills of Lading Place of Issue 29 Date of Issue 30 22 28 COCHIN 3 (THREE) COCHIN 21-JUL-2021 **Destination Agent** Signed on behalf of the Carrier VIMC LOGISTICS JOINT STOCK COMPANY - HCM OFFICE LINER AGENCY OFFICE 1 FLR, 22 HUYNH TINH CUA STREET, Cordelia Container Shipping Line VO THI SAU WARD, DISTRIST 3, HO CHI MINH CITY, VIETNAM, VIETNAM TEL NO: +8402838205255 Draft

As Agent

EMINENT SHIPPING SERVICES LLP

DEFINITIONS

Carriage 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.

Carrier means the issuer of this Bill of Lading as named on the face of it.

Charges includes freight, demurage and all expenses an one-tary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.

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including but not limited to unues, takes and uses, including but not limited to unues, takes and uses, including by the Merchant.

COGSA means the Carriage of Goods by Sea Act of the United States of America and the Ameri

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 in the relevant spaces.

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

consignee means are 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 Consolidate shall be construed accordingly.
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. Goods means the whole or any part of the cargo received by the Carrier from the Shipper and includes any packing and any equipment or Container not supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier).

Hause Rules means the provisions of the International Convention for Litilization of the Hause Rules means the provisions of the International Convention for Litilization of the Carrier (but the Carrier).

behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier).

Hague Rules means the provisions of the International Convention for Unification of certain Rules relating to bills of lading signed at Brussels on 25th August 1924, juned at Brussels on 23th August 1924, juned at Brussels on 23th February 1968 and the 1979 Protocol (if 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 lability under this bill of lading have been lawfully transferred or vested.

Indemnify includes defend, indemnify and hold harmless of suit and/or lability under this one of the carrier, the contraction of the Carrier, the sevents, agents or Sub-Contractors.

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

this bill of lading, any Person unmined.

Goods or this bill of lading, any Person acting on behalf of any or the advive memory

Persons.

On Board 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

board rail cars and/or another mode of transport at the Place of Receipt or are in the

custody of a Participating carrier and en route to the Port of Loading named on the

board rail cars and/or another mode of transport at the Place of Receipt or 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, and count, whether as individual cartons/bundles or unitised, such a sealed for the container of the Bit of the Carrier on the State of the Bit of the Carrier of the Bit of the Carrier of the Bit of the Carrier of the Bit of the Bit of the Bit of the Carrier of the Bit of the Carrier of the Bit of the Bit of the Bit of the Bit of the Carrier of the Bit of the Bit

Vessel.

2. CARRIER'S TARIFF
The provisions of 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 his agents upon request or, where applicable, from a government body with whom the tariff has been filed. In the case of inconsistency between this bill of lading and the applicable tariff, this bill of lading shall prevail.

3. WARRANTY

and usual pathogeness and in, inso bitto in doubing shall prevail.

The Merchant warrants to the Carrier that the particulars relating to the goods as set out on the reverse hereof have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars fremished 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 stowaways, and that the Goods will not cause loss, damage or expense to the Carrier or on 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 government), the goods loaded and/or manifested are not Sanctioned goods or goods under any international or national embargo, and not forming part of any prohibited trade transaction.

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 States of America or any other applicable competent authority or government), the goods loaded and/or manifested are not Sanctioned goods or goods rough the control of the contro

course, or any other other as appuled by Laubse of IV, by Couring Stuff additional computatory period of responsibility, notwithstanding that the loss or damage did not compute the Carcine stability. The COGSA applies, then the provisions stated in COGSA shall govern the Carcine's liability throughout the Carriarge by sea and the entire time that the Goods are in the actual custody of the Carrier or his Sub-Contractor at the container yard, freight station 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 carriage shall be procured by the Carrier as agent only to the Merchant and 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) hereof, the Goods are discharged at a Port obter than the Port of Discharge, and the Carrier in its absolute discretion agrees to a request to such effect, such further Carriage will be undertaken on the basis that the Terms and Conditions are to apply to 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 as is 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 (A) Where the stage of Carriage where the loss or damage occurred cannot be proved

the Merchant: The Carrier shall be relieved from liability where such loss or damage was caused

an act or omission of the Merchant or Person acting on behalf of the Merchant ter than the Carrier, his servant, agent or Sub-Contractor; compliance with the instructions of a Person entitled to give them; the lack or insufficiency of or defective condition of packing in the case of Goods (h, by their nature are liable to wastage or to be damaged when not packed or en not properly packed; handling, loading, stowage or unloading of the Goods by or on behalf of the

handling, towning, according to the Goods; trikes or lock outs or stoppages or restraints of labour from whatsoever causes strikes or lock outs or stoppages or restraints of labour from whatsoever causes sether partial or general; fire, unless caused by the actual fault or privity of the Carrier; for which the richant shall have the burden of proof, any cause or event which the Carrier could not avoid as a consequence whereof he uld not prevent by the exercise of reasonable diligence.

act of Go.
act of War.
act of public enemies.
sanctions imposed on a country or region
arrest or restraint of princes, rulers or people or seizure under legal process.
quarantine restrictions.

(1) sanctions imposed on a country or region

arrest or restraint of princes, rulers or people or seizure under legal process.

1) quarantine restrictions.

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. Saw that if the extension of the causes or events.

(a) Expenditure of the causes of the cause of the causes of the cause of the ca

Subject to the Larrier's right to limit ubability a provided for witnin this bild or dainly, the Carrier's liability shall be calculated by reference to the FOBJECA invoice value plus shall be determined according 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.

(8) Package or Shipping Unit Limitation i.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 ill of Lading by national law or pursuant to Clause 6(2)(B)(1) the Carrier's liability shall ill of Lading by national law or pursuant to Clause 6(2)(B)(1) the Carrier's maximum liability shall in one vent exceed USS50 per package or customary freight unit.

Iii. 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) (2) then the Carrier's maximum liability shall in no event exceed USS50 per package or customary freight unit.

Iii.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 Package or customary freight unit.

Ivin all other cases compensation shall not exceed the limitation of liability of USS200 per kilo of gross weight of the Goods in an amount exceeding USS300 per kilo of gross weight of the Goods of

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 thereof under this bill of lading or, if the loss or damage is not apparent, within three consecutive days threeafter.

The Carrier shall be discharged of all liability whatsoever in respect of the Goods unless suit it brought in the proper forum and written notice thereof received by the Carrier: (1) within nine months in respect of Combined Transport or (ii) within 12 months in respect of Port-to-Port Shipment after delivery of the Goods or the date when the Goods should have been delivered, in the event that such time shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law compulsorily applicable, the period prescribed by such conventions of the Contract 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, weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

(2) The Merchant shall comply with all applicable laws, regulations and requirements (including but not limited to any imposed at any time before or during the Carriage the contract of the co

(8) The Mexicians and the most of the matters covered by Clause 8(3) (A) expenses whatsoever arising from one or more of the matters covered by Clause 8(3) (A) expenses which were the Carrier is instructed to provide a Container, in the absence of a written request to the contrary accepted by the Carrier; the Carrier is not under an obligation to provide a Container of any particular type or quality.

9. TEMPERATURE CONTROLLED CARGO
The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and reflecting it appropriately on the front of this bill of lading, if this bill of lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained, in the case of a temperature-controlled container consolidated by or on behalf of the Merchant, the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly

consolidated in the container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods howsoever arising. The Carrier shall not be liable for any loss of or damage to the Goods howsoever arising. The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of: the temperature-controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carrier container, provided that the Carrier shall before or at the beginning of the Carrier shall be entitled, but under no obligation, to open and/or scora any Container or package at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried, or carried further, either at all or without incurring any additional expense or taking measures in relation to the Container or Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or continue the Carriage thereof, and/or to sell or dispose additional expense to carry or continue the Carriage thereof, and/or to sell or dispose additional expense to carry or continue the Carriage thereof, and/or to sell or dispose additional expense most appropriate, which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this bill of fading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred. The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

11. MEHODS AND ROUTE OF TRANSPORTATION

12. Uses any mea

the Carrier the right to give orders or directions;

b) permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked;

b) permit the Vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

(2) The liberties set out in Cause 11(1) above may be invoked by the Carrier for any (2) the contraband, explosives, munitions or warlike stores and sail armed or unarmed.

(2) The liberties set out in Cause 11(1) above may be invoked by the Carrier for any explosives, and the contraband, explosives, and the contraband in the

armeditence or any other wave against all and any extra cost incurred for any reason wave against all and any extra cost incurred for any reason wave against all and any extra cost incurred for any reason wave against all and any extra cost incurred for any leading the condition of the Goods. (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, whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may: notice to the Merchant shadon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall caese; (B) without prejudice to the Carrier's infly subsequently to abandon the Carriage under clause 13(1) (A) above, continue the Carriage and the Merchant shall pay any additional costs resulting from the above-mentioned circumstance.

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(2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any Person acting or purporting to a ct as or on behalf of such government or authority. This shall amount to due delivery to the

circumstances.

(2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority. This shall amount to due delivery to the Merchant.

(3) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation there forest. Any of the Carrier is any liability nor relieve the Merchant of any obligation there forest. Any of the Carrier is applicable Tailffg) or otherwise. If the Merchant fagis to do so, without prejudice to any other rights of the Carrier hereunder, the Carrier may without notice unload the Goods or part thereof ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or part thereof ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or part thereof shall cases, and the costs of the Carrier is shall immediately on demand be paid by the Merchant to the Carrier.

14. BOTH-TO-BLAME COLUSION

If the Vessel on which the Goods are carried (the carrying Vessel or object, the Merchant undertakes to indemnify the Carrier against all claims by or liability to fand any expense arising which and the carrier against all claims by or liability to fand any expense arising vessel or object or the owner of, charterer of or Person responsible for the non-carrying Vessel or object or the owner of, charterer of or Person responsible for the non-carrying Vessel or object or the Goods and the carrier against all claims b