PAGE: 1 OF 3 **BILL OF LADING** 

PROFORMA - NON NEGOTIABLE Negotiable Unless Consigned to Order) BILL OF LADING NO BOOKING NO. SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) 2714583432 OOLU2714583432 SIVA SAI EXPORTS RATE FOLDER 00044037 PL. NO. FD-17, ADD. IN SHPR IEC \_0907013333 VINCHUR MIDC, TALUKA NIPHAD, \* Y NON NEGO CONSIGNEE (COMPLETE NAME AND ADDRESS) FORWARDING AGENT-REFERENCES FMC NO.: CONSORFRUT POLSKA SP. Z O. O. POLAND 30-798 KRAKOW, UL. CHRISTO BOTEWA 4 TEL.+ 48 12342 01 00 POINT AND COLINTRY OF ORIGIN OF GOODS FAX.+ 48 12342 01 10 \*\* NOTIFY PARTY (COMPLETE NAME AND ADDRESS) (It is agreed that no responsi (see Clause 13 on reverse)) ALSO NOTIFY PARTY-ROUTING & INSTRUCTIONS R&M FORWARDING BV \* NASHIK, MAHARASHTRA 422305, PETERSELIEWEG 110/112 INDIA \*\* NIP : PL 6792797252 2988 DH RIDDERKERK, TEL: +31.10.2444040 EORI : PL679279725200000 LOGISTIC@RMFORWARDING.COM PRE-CARRIAGE BY PLACE OF RECEIPT NHAVA SHEVA / INDIA VESSEL/VOYAGE/ELAG PORT OF LOADING LOADING PIER/TERMINAL ORIGINALS TO BE RELEASED AT NHAVA SHEVA INDIA MIIMRAT CMA CGM GEMINI 004 W PORT OF DISCHARGE TYPE OF MOVEMENT (IF MIXED, USE DESCRIPTION OF PACKAGES AND GOODS FIELD) PLACE OF DELIVERY ROTTERDAM , NETHERLANDS ROTTERDAM , NETHERLANDS 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 DESCRIPTION OF GOODS GROSS WEIGHT MEASUREMENT ARATION ONLY /FCL/FCL /40RQ/18493.200KGS OOLU6292062 /OOLHTE9033 3744 CARTONS 40'REFF CONTAINERS SAID TO 18493,200KGS 40.000CBM CONTAIN 21 PLTC CARTONS CONTAIN
21 PLTS (3744 CTNS )
FRESH THOMPSON SEEDLESS GRAPES
PACKED IN CONSUMER PACK
EACH CTN: 4.5KGS.NT.WT.
(ON 21 WOODEN PALLETS)
H.S.CODE - 08061000
INVOICE NO. ESCFGR-003/22-23
DT.- 24.02.2023
SB. 8071282 DATE.25.02.2023 REEF9'6 3744 CTNS, 40.000 CBM 18493.20 KGS, CONTINUED ON ATTACHED LIST \*\* |
hereof limit the Carrier's liability to a maximum of U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S. Carriage of Goods by Sea Act ("COGSA"), unless the Merchant if carrier's liability to a maximum of U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S. Carriage of Goods by Sea Act ("COGSA"), unless the Merchant if carrier's liability to a maximum of U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S. Carriage of Goods by Sea Act ("COGSA"), unless the Merchant if carrier's liability to a maximum of U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S. Carriage of Goods by Sea Act ("COGSA"), unless the Merchant if carrier's liability to a maximum of U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S. Carriage of Goods by Sea Act ("COGSA"), unless the Merchant if carrier's liability to a maximum of U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S. Carriage of Goods by Sea Act ("COGSA"), unless the Merchant if carrier's liability to a maximum of U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S. Carriage of Goods by Sea Act ("COGSA"), unless the Merchant if carrier's liability to a maximum of U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S.\$500 per package or customary freight unit by virtue or incorporation of the U.S.\$500 per packa BETONOTICE 1: For carriage to or from the United States of America,(I) Clauses 4 and 23 on the revededares a higher cargo value below and pays the Carrier's ad valorent freight charr NOTICE 2: See Clause 28 on the reverse si gap howsover caused.

\_\_if Merchant enters a value, Carrier's limitation of liability shall not apply and the ad valorem rate will be charged.

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\_\_if Merchant enters a value, Carrier's limitation of liability shall no NOTICE 3: If Goods carried on deck at Merchant's risk without responsibility for loss or damage howsoever caused Declared Cargo Value US\$
FREIGHT & CHARGES PAYABLE AT CODE TARIFF ITEM FREIGHTED AS 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 27 FEB 2023 DATE LADEN ON BOARD o 1 MAR 2023

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

o SEE CLAUSE 2 HEREOF

HQD 01/01

ORIENT OVERSEAS CONTAINER LINE, AS CARRIER♦

SIGNED OOCL (INDIA) PRIVATE LIMITED

1 MAR 2023

. as agent for

VESSEL: CMA CGM GEMINI VOYAGE: 004 W B/L NO.: OOLU2714583432 QUANTITY (FOR CUSTOMS DECLARATION ONLY) GROSS WEIGHT MEASUREMENT TEMPERATURE SETTING TO BE AT + 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: 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

, as agent for

COPY NON NEGOTIABLE

ORIENT OVERSEAS CONTAINER LINE, AS CARRIER♦

## TERMS AND CONDITIONS (Also Available in Pamphlet Form from the Carrier or its Agents)

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

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

- spey, and the Merchant shall be bound by them and climare shall be deemed in all estatoses to be the Carmer of the Cooker.

  20 DEFINITIONS Without initiation of any definition in any applicable law herein mentioned: "LESSEL" shall include the sessiols (named in the Bill of Lading," any substituded vessels), and which translapment may be made in the performance of this government of the counted and siny vessel, could higher to other means of transportation whichever, comment, destinated, operand of the counted of the counted and siny vessel, could higher to other means of transportation whichever, comment, destinated, operand of the counted of

Combined Transport age is Combined Transport then the Carrier undertakes to perform and/or in its own name to procure performance of the fire film the Place of Receipt or the Port of Loading whichever is applicable to the Place of Delivery or the Port of Discharge veri is applicable and, save as is otherwise provided for in this Bill of Loading. the Carrier's liability for loss or damage to the stall be as follows:

If the stage of carriage where loss or damage occurred is not known Exclusione

- Exclusions age of the carriage where the loss or damage to the Goods is not known then the Carrier shall be liable for loss and to the Goods save that the Carrier shall be refieved from liability for any loss or damage to the extent that such loss or was caused the

- An act comission of the Merchant treafficiency or defective condition of packing or making, treafficiency or defective condition of packing or making, the condition of the condition of packing or making, Handling, loading, stowage or virolating of the Goods by the Merchant, thintent vide of the Goods. Strike, lockout, stoppage or restraint of labour from whatever cause whether partial or general; A muclear incident.

inding anything provided for in Clause 4(B)(1) if the stage of the carriage where loss or damage to the Goods is kin ct to the operation of Clause 4(C) which shall apply where loss or damage occurs to the Goods from the time when is loaded on board the Vessel at the Port of Loading until the time when the Goods are discharged from the Vessel at scharge the Carriers liability in respect of any such loss or damage occurring shall be determined as follows:

- on international convention or national law is applicable then the liability of the Carrier shall be determined pursuant to no of Clause 4(B)(1).
- Skipert to Clause 4(B)(Z(s) if loss or damage to the Goods is known to have occurred during a period when the Goods he custody of a Participating Clariner then the Carrier shall have the benefit of any and all rights, defences, exemptions, and immunities contained in or incorporated by or complicative papelicate to the Participating Carrier statistics or s) with the Carrier (in addition to all of the rights, defences, exemptions, limitations and immunities contained in this Bill of and the Carrier shall and for the jurpose so the herefit, rights, defences, exemptions, limitations and emmunities shall be to be incorporated therein, and copies are obtainable from the Carrier upon request.

USA Clause Paramount (if applicable)

- 2. The Currier shall not be table in any capacity materiorer for loss or delay to the Goods or on-delayer or misched the country of the Coods or on-delayer or misched the country of the Goods or on-delayer or misched the country of the Coods or on-delayer or misched the country of the Coods or on-delayer on-delayer or on-delayer or on-delayer or on-delayer on-delayer on-delayer or on-delayer on-delayer on-delayer on-delayer or on-delayer on-delayer or on-delayer on-delayer

explicable national or international safety standards and in 8 in all respects for carriage by the Carrier.

1. All of the personal coming within the definition of Merchant shall be justify and severally liable to the Carrier for the due.

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All of the personal coming within the definition of Merchant shall be justified and shall be s

SHIPPER-PACKED CONTAINERS
If a Container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss of or to the contents and the Methants shall indemnify the Carrier against any loss, damage, liability or expense incurred by the manner in which the Cortainer has been filled, packed, stuffed or loaded; or the unsuitability of the contents for carriage for Cortainers; or the unsuitability of defective condition of the Cortainer single whose the Cortainer single who contents for carriage or the contents for carriage or which it is required to which it is required to.

the Container reasonably lift for the purpose for which it is required; or the unsubability or defective condition of the Container or the incorrect setting of any temperature controls thereof which wave been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, stuffled or loaded; or

DANGEROUS GOODS AND CONTRABAND

The Merchart undertakes not to indeed for transportation any Goods which are of a dangerous, inflammable, radiaging nature without perviously giving written notice of their nature to the Currier and marking the Goods are or or other covering on the outside as required by any laws or repulsions which may be applicable during the carriage Goods which are or all givine become diseasons, inflammable, radiaculties of damaging may, at any time not good.

Goods which are or all givine become diseasons, inflammable, radiaculties of damaging may, at any time not good, diseasons, or rendered harmless without compensation, and if the Merchart has rot given notice of their nature under Goods (%) in Carrier shall be under to failthy to make any general everage controllation in respect or

The Merchant warrants the Goods are lawful Goods and undertakes not to deliver to the Carrier any Conta entaining any contraband.

DECK CARGO AND LIVESTOCK (not being Goods stored in Comainers other than flats or pallets) which are stated herein to be carried or deck and k herber or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of sever nature string during carriage by sea whether caused by unseaworthness or negligence or any other cause were, recept that in respect of Goods carried or for them the limits distree of America Goods are carried on deck at the rts risk as to perils inherent in such carriage but in all other respects subject to COGSA.

2) DESCRIPTION OF GOODS
This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in external apparent good order and ondition except as orderwise noted of the total number of Cortainers or other packages or units identified on the face hereof as Total Number of Cortainers/Packages received and acknowledged by the Carrier.

No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description.

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NOTIFICATION AND DELIVERY
Except as provided by terif, lawy mention herein of notify parties is solely for the Carrier's information, and failure to give itscribed has provided by terif, lawy mention herein of notify parties is solely for the Carrier's applicable terif.

The Merchant that liste delivery of the Goods within he time provided for in the Carrier's applicable teriff.

If the Merchant has to take delivery of the Goods or part of them grups experient on the teriffs periodicted free time, the first the Merchant threat or the Goods or part of the migra periodicted free time, the scale of the Merchant threat or the parties of the Merchant threat or the Goods or any part thereof ashore, afford, in the open or cover at the sole first and expenses of the Merchant. Threetopy, the balliely of the Carrier in respect of the Goods shall be widely and the costs of such storage if paid or payable by the Carrier or any spent or sub-contractor of the Carriery than it is all circumstances. Carrier shall have no balliely withdrover of the madelivery of Goods in the Scale or constructive exession to persons holding forget or frauddered documents which reasonably purpor to be original Bits of Lading or other raid documents emitting them to possession, so long as the Carrier acts inconcernly and does not intentionally deliver the data persons brown by the to have no right is possession under the Bit of Lading.

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uch detwey trans to the description of the Goods, which are supported to the Goods and the Goods and the Goods are supported to the Goods and the Goods are supported to the Property of the Goods are supported to the Property of Collect at description, and death to pain in life without district constraints or description and mannered to be Property of Collect at description, and death to pain in life without district constraints or description. The property of the Goods are supported to the property of the Goods are supported to the property of the Goods and the Goods are supported to the Goods are supported to the Goods and the Goods and the Goods are supported to the Goods and the Goods and the Goods are supported to the Goods and the Goods are supported to the Goods and the Goods are supported to the Goods and the Goods and the Goods and the Goods and the Merchant agrees to pay all expenses incurred by the Carrier in ascentining and particulars.

A little person coming within the definition of Merchant state but and remain junity and severally responsible for all freight and charges the support supported to the Goods and any document relating thereon, which shall survive deliver, for all the Goods and any document relating thereon, which shall survive deliver, for all the Goods and any document relating thereon, which shall survive deliver, for all the Goods are supported to the Goods and the Goods and the Goods are supported to the Goods and the Goods and the Goods are supported to the Goods and the

- ILEN. The Carrier shall have a lie no the Goods and any document relating thereto, which shall survive delivery, for all sums earned or daw or payable to the Carrier under this and/or any other contract with the Merchant, or on account of the Goods or carriage, storage of handling of the Goods, including but not finitied to, general sweep contributions, freight, delivery, destination, demurrage, deterrion, port ancide handling debt agrees, to whomever due and/or for the cost of recovering the same and/or any fines or prematise levied against the Carrier by reason of any stact or orisistors of which the Merchant is responsible. Carrier may all its sole discretion exercise its lies at any time and at any place, whether the contractual transportation is completed or or. For the purpose of such lies the Carrier ball have the right to soll the Goods by public accissor or private thest whether contacts at the Merchant at any time and at any place at the sole discretion of the Carrier. The Carrier shall be entitled to claim the difference in the event that the sale proceded his to cover the full amond 4 on the Carrier.
- 7) MATTERS AFFECTING PERFORMANCE. If st any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or dissolvantage of whatsoner kind which cannot be wooded by the exercise of reasonable endeavours, the Carrier (whater or not the transpot is commercing may willout notice to the Merchant test the performance of this contract as terminated and place the Goods or any part of them at Merchant's deposal are any place or port notive that Center shall envertheless be entitled to full freight and changes on Goods received for such Goods shall cease. The Carrier shall revertheless be entitled to full freight and changes on Goods received for the transportation, and the Merchant shall pay any additional costs of carriage to and delivery and stonge at such place or port.

IMENION AND ROUTES OF TRANSPORTATION. The Carrier may at any time and without notice to the Merchant (a) use any means of transport or stongs whatcover (b) for any purpose whatcover transity the Goods or carry assess on a substitute vessel or otherwise transier the Goods from one consequence to another even floops that contains the assessment on a substitute vessel or otherwise transier the Goods from one consequence to another even floops that report of transport or the forest transport of the Goods may not have been contemplated or provided for herein; (c) proceed by any notes whether or not such as the nearest or most direct or containey notes the man of the Goods or any not have been contemplated or provided for herein; (c) proceed by any notes whether or not such as the contained or most direct or contained contained to the contained or th

B/L NO.: OOLU2714583432

consequences loss or usuage areas forming volcate, and excellent subconversables be into ageing scale or any south deat of indicate or consequential loss or disrange, such liability shall in no evert exceed the fleight again for the transport covered by this Bill of Lading.

3. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant whether before or after the Goods are received by the Carrier for transportation or shelver to the Merchant.

20 NOSECTION OF GOODS

1. The Carrier shall be erified, thu under no obligation, to open any Container at any time and to inspect

1. The Carrier shall be erified, the under no obligation, to open any Container at any time and to inspect

1. The description of the container of the container or any part thereof carrior safety or propely be carried or carried further,

or without incurring any additional segretee or taking any measures in relation to the Coretainer or its contents

where the Carrier may be the self-in and respected or the Meritan advanchment prescriptions freed and

affacts under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under

Lading. The Merchant shall indemnify the Carrier agents any resonable additional expenses on incurred.

2. The Carrier is not responsible for any damage or loss to the Carry resulting from inspection by custs

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authorities and Merchant shall be responsible to any outsit, they on present inspection of the carrier of the

21) VARATION OF CONTRACT. Merchant agrees that this Bill of Lading constitutes the entire agreement between the parties. There are no understandings to the subject matter of this agreement of the three has an inverse set offer, and any such adult parties. The parties of th

LIMITATION OF LIABILITY. The Carrier, the Vessel, her owner(s), operator(s), demise, time, sis shall be entitled to the same rights of limitation as are or would be available to the owner of the Vest unitation Convention of 1957, the London Limitation Convention of 1976 or any other applicable conververing the rights of shipowners to limit their liability in accordance with the tonsage or value of the

- (c) Without prejudice to the Merchant's indemnity obligations herein, the Vessel and every subcontractor of the day nature whatoover (including but not limited to the Participating Carrier, the Vessel, the owner, chartered haster, officer and rever of the Vessel, and employees, apprecia, representatives, and all stewdoors, International warderings, carpentatives, and all stewdoors, International warderings, carpentatives, and other independent contractions) shall have the benefit of evidence, limitistion and other plant shallows retain the here constrained or otherwise analise to the Carrier, does not not only on its own behalf but as were expressly for its benefit, and inentering into this contract, the Carrier, does not only on its own behalf but and rotatested for such persons or Vessel. The term "subcontractive" as used herein shall include both findset are subcontractors hard by the Carrier to perform the Carrier's own obligations under the Bill of Lading, or the obligation printy. For the purpose of this Calsuse 25, the Vessel and all subcontractors shall be deemed to be parties to the evidenced by this Bill of Lading.

consequences interect.

20 NOTICE OF LOSS: TIME BAR

1. Unless notice of loss or damage to the Goods and the general nature of it be given in writing to the Carrier at the Time of Delivery before or at the time of the 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 be not apparent, within seven consecutive days thereafter, such removal shall be prima bace evidence of the delivery by the Carrier of the Goods described in this Bill of Lading.

2. Subject to Clause 26(3), the Carrier shall be discharged of all faisility under this Bill of Lading unless suit is trought and written notice them of the control of the Coods. In the case of total loss of the Goods have been shall delivery of the Goods. In the case of total loss of the Goods have been after delivery of the Coods. In the case of total loss of the Coods have been after of trigger little gap by by incorporation or by force of the reference of the coods have been as a little gap by the companion or by force of the reference of the coods have been and the contraged from an all lability when the coordinate of the Goods, unless suit is brought within one year of their delivery or of the date when they should have been delivered.

- year of their delivery or of the date when they should have been delivered.

  27 BOTHTO SQUARE COLLISION. It has been desired to collision with another vessel as a result of the negligence of the other vessel and any set, register or effected in the master, memore, pilor or of the servants of the Control in the management of the result of the servants of the Control in the management of the result of the vessel, the shortest undertakens to year becarrier or their the Courtier in on the owner and in possession of the carrying Vessel, to pay to the Carrier as trustee for the owner and/or demise character of the carrying Vessel, as an unsilicant to indemnly the Carrier and/or the owners and/or demise character of the carrying Vessel as a sum sufficient to indemnly the Carrier and/or the owners and/or demise character of the carrying Vessel as a sum sufficient to indemnly the Carrier and/or the owners and such to carrier shall be carried to the owners to the development of the product of the product and or possible by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or the owners and the carrier. The longing provisions that all only where the owners, openings or separate the carrying the carrier. The longing provisions that all only where the owners, openings or respect of a collision, contact, stranding or other accodent.

30) APPLCABLE LIVI. This Bill of Lading, the contract contained in and/or evidenced hereby, and the rights obligations of all parties concerned in connection with the carriage of the Goods hereunder shall be governed by and contract in accordance with English laws and any and claidsams, suits, proceedings or dispute horsowers arising in connection such Bill of Lading, contract, rights and edisplatons shall be determined in accordance with English laws. If the carriage of doors hereunder is longer trades in the contract contains the critical contains and accordance with English laws. The carriage of the Goods hereunder shows be the contract contains the determine accordance with Ladings contract, rights and obligations shall be determine accordance with Ladings after a Contract contains.

31) PESSONAL DATA PROTECTION. The parties agree to fully comply with General Data Potaction Regulation 2016/079 (CORPR\*) and any applicable data protection leve and be bound by the terms available of https://www.com/emplessor/corection-indus/piske/Documents-Framework(A)-Piskepard(IFFramework(A)-

SIGNED OOCL (INDIA) PRIVATE LIMITED

, as agent for

ORIENT OVERSEAS CONTAINER

LINE, AS CARRIER♦