

TRN Reg No. 100020711600003

TAX INVOICE

SHIPMENT SOLUTIONS 1ST FLOOR, SREE SIDDHI VINAYAK APARTMENT ILLOM ROAD, KOCHI - 682016 KERALA, INDIA Shipment Terms: FIO/FIO Credit Terms: 7 Days VAT Reg. No.:	Customer : SEAIR GLOBAL LOGISTICS L L C POL POD : INCOK / AEJEA Inv No. : 2217771026547 Inv date : 27/05/2022 Vessel : XPSAGAR Voyage : 22007 Sailing Date : 27/05/2022 B/L : 9116403 W.O Number :
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Description of Charges	Amount AED	Amount INR	Amount USD
Freight 1 y FT 40 45RE LD a USD 1690.00	6,206.53	132591.29	1,690.00
WAR RISK SURCHARGE 1 y FT 40 45RE LD a USD 80.00	293.80	6276.51	80.00
Reefer Additional 1 y FT 40 45RE LD a USD 300.00	1,101.75	23536.92	300.00
LOW SULPHUR ADD. 1 y FT 40 45RE LD a USD 30.00	110.18	2353.69	30.00
Exchange Rate : 78,4564 Total	7,712.25	164758.41	2100.00
VAT @ 0% :	0.00	0.00	0.00
Total After VAT :	7,712.25	164758.41	2100.00

E&O.E.
(INR One Hundred Sixty-Four Thousand Seven Hundred Fifty-Eight and Forty-One)
(USD Two Thousand One Hundred Dollars)
(AED Seven Thousand Seven Hundred Twelve Dirhams and Twenty-Five Fils)
Note:- In case of any discrepancies, please notify within 10 days from date of receipt
Note:- USD to AED exchange rate is 3.6725

Bank Details :

FOR UNIFEEDER FZCO
ADMINISTRATOR

UNIFEEDER FZCO Current Account Number : INR: 811210093550 / Fort Branch Beneficiary Bank Name : DBS Bank - India SWIFT Bank Identifier Code (BIC) : DBSSINBB Address of Beneficiary Bank : Nariman point, 400021 Mumbai Bank name : DBS Bank Ltd, Account name : Transworld Feeders FZCO
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This is a computer generated invoice and does not require signature.

Shipper SEAIR GLOBAL LOGISTICS L L C UNITED ARAB EMIRATES		Country of Origin		Bill of lading No	
				9116403	
		F/Agent Name & Ref		Shipper's Ref.	
		Sailing Date: 27/05/2022			
Consignee SHIPMENT SOLUTIONS 1ST FLOOR, SREE SIDDHI VINAYAK APARTMENT INDIA		Place of Receipt	Port of Loading	Terms of Shipmen	
			INCOK		
		Vessel: X-PRESS SAGARMALA / 22007		Port of Discharge: AEJEA	
Notify SHIPMENT SOLUTIONS 1ST FLOOR, SREE SIDDHI VINAYAK APARTMENT INDIA		Pre Carriage by:		Freight to be paid at:	
		Place of Delivery:		No of Bills of lading: 1	
Marks&Numbers	No of Pkgs or Shipping	Description of Goods & Pkgs		Gross Weight	Measurement
	1.00			21,760.00	
	Total: 21,760.00	Temperature and control Instructions: 13.00 13.00			
The term 'carriage by sea' by definition being transport goods, merchandise or their packing inclusive of containers and any type between one port and another port, the carrier is not and shall not be responsible for a) Any damage occasioned to the goods arising out of or in relation to the loading of containers on or of the vessel and/or b) Any damage containers before the loading and after the unloading of the said containers from the vessel; c) Any damage caused to containers on board the vessel by other containers in the course of loading or unloading of those other containers on board the vessel by stevedores;and/or d) Any damage caused to containers prior to the loading and subsequent to the unloading of other containers arising out of the vessels ancillary equipment(or any part there of)coming into contact with the said containers lying on the quayside should				RECEIVED on board vessel at port of receipt named herein the container as enumerated below apparent good order and condition unless otherwise stated (weight,measure,brand contents,quality and value unknown).to be transported as provided herein for delivery alongside at mentioned port of discharge (for as near to as the vessel may safely get)subject always to the exceptions,limitations condition and liberties mentioned on this and the reverse side here of ,which are mutually agreed upon by acceptance of this Bill of Lading in witness where of the stated number of original Bill of Lading all of this tenor and date have been signed,one of which being accomplished the other(s) to stand void. Place and date of issue INCOK 27/05/2022 Signed on behalf of UNIFEEDER FZCO by AS AGENTS	

This is a Computer Generated BL and does not requires signature and seal **

CONDITIONS OF CARRIAGE
Bill of Lading terms and conditions

(A) Received in apparently good order and condition, unless otherwise stated herein, for transportation on board the ocean vessel mentioned herein or on board the feeder, vessel or other means of transport (rail or truck) if place of receipt is named on reverse side of Bill of Lading the Goods or packages or containers said to contain goods, hereinafter called "the Goods", specified herein for carriage from the port of loading named herein or place of receipt if mentioned herein, on a voyage as described and agreed by this Bill of Lading and discharge at the port of discharge named herein or deliver at the place of delivery if mentioned herein, such carriage, discharge or delivery being always subject to the exceptions, limitations, conditions and liberties hereinafter agreed, in like order and condition at the port of discharge or place of delivery if named as the case may be, for delivery to the Consignee mentioned herein or to his or their assigns where the Carrier warrants that the consignee is the person named in the bill of lading.

(B) Agents signing this Bill of Lading on behalf of the Company or Line by whom this Bill of Lading is issued have only the limited authority at common law of a vessel's master signing a Bill of Lading.

(C) In accepting this Bill of Lading any local customs or privileges to the contrary notwithstanding the Shipper, Consignee, and Owner of the Goods and the Holder of this Bill of Lading agree to be bound by the stipulations, exceptions and conditions stated herein whether printed, stamped or incorporated on the face or reverse side hereof, as fully as if they were all signed by such Shipper, Consignee, Owner or Holder.

1. DEFINITIONS: Carrier means the party on whose behalf the Bill of Lading has been signed.
"Goods" means the cargo accepted from the Shipper and including any Container not supplied by or on behalf of the Carrier. "Merchant" includes the Shipper, Holder, Consignee, the receiver of the Goods, any person entitled to the possession of the Goods or this Bill of Lading and anyone acting on behalf of any such persons. "Holder" means any person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignments of the Goods or the endorsement of this Bill or otherwise. References to the internal law of a State shall be deemed to exclude all principles of private international law applied by such state.

2. CARRIER'S TARIFF The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request in the case of inconsistency between the Bill of Lading and the applicable Tariff the Bill of Lading shall prevail.

3. WARRANTY: The Merchant warrants that in agreeing to the terms hereof he is or has the authority of the person owning or entitled to the possession of the goods and the Bill of Lading.

4. SUB-CONTRACTING (i) The Carrier shall be entitled to sub-contract on any terms and the whole or part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods
(ii) The Merchant undertakes that no claim or allegation shall be made against any servant, agent, stevedore or sub-contractor, including, without limiting the generality of the foregoing terminal and depot operators, of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods, and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent, stevedore and sub-contractor, including without limiting the generality of the foregoing terminal and depot operators, shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit, and all limitations of and exonerations from liability provided to the Carrier by law and by the terms hereof shall be available to them as if such provisions were expressly for their benefit, and in entering into this contract the Carrier, to the extent of loss provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents, stevedores and sub-contractors, including, without limiting the generality of the foregoing terminal and depot operators.

(iii) The expression sub-contractors in this clause shall include direct and indirect sub-contractors and their respective servants and agents.

5. DELIVERY OF CARGO BEYOND PORT OF DISCHARGE OR PLACE OF DELIVERY In the event that Consignee/Receivers of the cargo require the Carrier to deliver cargo at a port or place beyond the place of delivery originally designated in this Bill of Lading and the Carrier in its absolute discretion agrees to such further carriage, such further carriage will be undertaken on the basis that the Bill of Lading terms and conditions are to apply to such carriage as if the ultimate destination agreed with Consignee/Receivers had included in the description of the transport on the face of this Bill of Lading.

6. CARRIER'S RESPONSIBILITY. (i) The Carrier shall be liable for loss of or damage to the Goods occurring between the time when he receives the Goods for transportation and the time of delivery.
(ii) The Carrier shall, however, be relieved of liability for any loss or damages if such loss or damage arose or resulted from:
(a) The wrongful act or neglect of the Merchant.
(b) Compliance with the instructions of the person entitled to give them;
(c) The lack of or insufficient or defective conditions of packing in the case of Goods which, by their nature, are liable to wastage or to be damaged when packed or when not properly packed.
(d) Handling loading, stowage or unloading of the Goods by or on behalf of the Merchant.
(e) Inherent vice of the goods;
(f) Insufficiency or inadequacy of marks or numbers on the Goods, covering or containers;
(g) Strikes or lock-outs or stoppage or restraints of labour from whatever cause whether partial or general;
(h) Any cause or event which the Carrier could not avoid and the consequence thereof he could not prevent by the exercise of reasonable diligence.
(i) Where under sub-clause (ii) the Carrier is not under any liability in respect of some of the factors causing the loss or damage he shall only be liable to the extent that those factors for which he is liable under this Clause have contributed to the loss or damage.
(iv) The burden of proving that the loss or damage was due to one or more of the causes, or events specified in (a) (b) and (h) of sub-clause (ii) shall rest upon the Carrier. When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in (c) to (g) of sub-clause (ii), it shall be presumed that it was so caused. The Merchant shall, however be entitled to prove that the loss or damage was not so caused. In the event of dispute as to the cause of the loss or damage, the carrier shall be liable for the loss or damage if the loading and/or finishes at the port of discharge the carrier shall have no liability whatsoever for any loss or damage to the Goods while in its actual or constructive possession before loading or after discharge over ship's rail, or if applicable, on the ship's ramp, however caused.

7. THE AMOUNT OF COMPENSATION. Where the Hague Rules apply hereunder the Carrier's maximum liability shall in no event exceed GBP 100 per package or unit, unless the nature or value of such Goods have been declared by the Shipper before shipment and inserted on the face of this Bill of Lading and extra freight paid. (i) Subject to clause 6, 8 and subclauses (ii), (iii) and (iv) of this clause when the carrier is liable for compensation in respect of loss or damage of the Goods such compensation shall be calculated by reference to the invoice value of the goods plus freight charges and insurance if paid.
(ii) If there is no invoice value of the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time they were delivered to the Merchant in accordance with the contract or should have been delivered. The value of the Goods shall be fixed according to the commodity exchange price of, if there be no such price according to the current market price of there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.
(iii) Compensation shall not, however, exceed SDR2 per kilo or gross weight of the goods lost or damaged.
(iv) Higher compensation may be claimed only when with the consent of the Carrier the value of the Goods declared by the shipper which exceeds the limits laid down in this clause has been stated in this Bill of Lading. In that case the amount of the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

8. SPECIAL PROVISIONS The Carrier undertakes responsibility from the place of receipt if named herein or from the port of loading to the port of discharge or the place of delivery if named herein as follows:
(1) If it can be proved that the loss or damage occurred whilst the Goods were in the custody of an inland carrier of the liability of the Carrier and the limitation thereof shall be determined in accordance with the inland carrier's contract of carriage or tariff or in the absence of such contract or tariff in accordance with internal law of the state where the loss or damage occurred provided that where such contract or tariff does not exist the limit shall be as set out in clause 7.
(2) Where the loss or damage occurred between the time that the Goods were received by the Carrier for transportation and the time that the Goods were loaded at the port of loading and the time of delivery by the Carrier at the port of discharge, or during any prior or subsequent period of carriage by water, the liability of the Carrier shall be determined in accordance with either the Hague Visby Rules where these are compulsorily applicable at the place of receipt or the port of loading where the first sea carriage in the transportation is on board the ocean vessel, or in all other cases in accordance with the International Convention for the Unification of Certain Rules relating to Bills of Lading, 1924 (the Hague Rules) (with the exception that article IX shall not apply and the limit of liability in article IV rule 5 shall be as set out in clause 7 above). For the purposes of this sub-clause the limitation of liability under the Hague Rules shall be deemed to be £100 sterling, lawful money of the United Kingdom per package or unit and references in the Hague Rules to carriage by sea shall be deemed to include carriage by inland waterways and the Hague Rules shall be construed accordingly. (a) by standard Japanese Railway Transportation Clause if the loss or damage is proved to have occurred during carriage by road in Japan, or (ii) by Japanese Railway Transportation Business Law and Ministerial Ordinance for Railway Transportation if the loss or damage is proved to have occurred during carriage by rail in Japan. If the whole of the carriage undertaken by the Carrier is limited to carriage from a Container Yard CV or Container Freight Station (CFS) in or immediately adjacent to sea terminal at the port of loading to a Container Yard or CFS in or immediately adjacent to the sea terminal at the port of discharge, the liability of the Carrier shall be determined by the national law which shall be applicable to the carriage by sea under paragraph (a) above or ailing which by the Hague Rules referred to above irrespective of whether the loss or damage is proved to have occurred during the period of carriage at sea or port or subsequent thereof.

(3) Where the carriage called for commences at the port of loading and/or finishes at the port of discharge the carrier shall have no liability whatsoever for any loss or damage to the Goods while in its actual or constructive possession before loading or after discharge over ship's rail, or if applicable, on the ship's ramp, however caused.
(4) If the place where the loss or damage occurred cannot be established the loss or damage shall be presumed to have occurred during the ocean voyage and the Carrier's liability shall be determined in accordance with subclause (2) above with the exception that the limit shall be as set out in clause 7.

9. GENERAL. (i) The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or so and save as provided in Clause 7 the Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay and shall in no cases exceed the freight for the transport covered by the Bill of Lading.
(ii) Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever.
(iii) 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 delivery to the Merchant.
(10) NOTICE OF LOSS, TIME BAR (i) Unless notice of loss or damage to the Goods and the general nature of such loss or damage is given in writing to the Carrier or his agents at the port of discharge or place of delivery as the case may be before or at the time of removal of the Goods into the custody of the Merchant, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bills of Lading. If the loss or damage is not apparent, then notice must be given within three days of the delivery. (ii) In any event the Carrier shall be discharged of all liability under this Bill of Lading unless suit is brought and written Notice thereof given to the Carrier in any event nine months after the delivery if the goods have been received for transportation or the date when the goods should have been delivered).

11. DEFENSE AND LIMITS FOR THE CARRIER. The defense and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss of or damage to the Goods whether the action can be founded in contract or in tort.

12. SHIPPER-PACKED CONTAINERS. If a container has not been filled, packed, stuffed, stowed or loaded by the carrier, this Bill of Lading shall be a receipt only for the container(s) and the Carrier shall not be liable for loss or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense incurred by the carrier, if such injury, loss, damage, liability or expense has been caused by:
(a) the manner in which the container has been filled, packed, stuffed, stowed or loaded; or
(b) the unsuitability of the contents for carriage in Containers; or (c) the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time the container was filled, packed, stuffed or loaded.

13. INSPECTION OF GOODS The carrier shall be entitled but not obliged, to open any Package or Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to such Package or Container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or afloat under cover or in the open at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

14. DESCRIPTION OF GOODS. This Bill of lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition except as otherwise noted of the total number of Containers or other packages or units enumerated on the face. Proof to the contrary shall not be admissible where this Bill of Lading has been transferred to a third party acting in good faith. 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 or particulars.

15. SHIPPERS RESPONSIBILITY (i) The Shipper warrants to the Carrier that the particulars relating to the Goods as set out on the face hereon 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 correct.
(ii) The Shipper shall indemnify the Carrier against all losses, damage expenses arising out of or resulting from inaccuracies in or inadequacy of such particulars.

16. FREIGHT AND CHARGES. (i) Freight and charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and be non-refundable in any event.
(ii) The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relating to freight and charges in the applicable Tariff.
(iii) The freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. The Carrier may at any time open any container or other package or unit in order to reweigh, re-measure or revalue the contents, and if the particulars furnished by or behalf of the Shipper are incorrect, it is agreed that a sum equal to either five times the difference between the correct freight and the freight charged or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier.
(iv) Full freight hereunder shall be due and payable at the place where this Bill of Lading is issued, by the Shipper in cash without deduction on receipt of the Goods or part thereof by the Carrier for Shipment even if stated in this Bill of Lading to be payable elsewhere and shall be deemed to have been fully earned upon such receipt of such goods. All charges due hereunder together with freight (if not paid at the port of loading as aforesaid) shall be due from and payable on demand by the Shipper at such port of place. The carrier may require, vessel or cargo lost or not lost from any cause whatsoever.

17. LIEN. (i) The Carrier shall have a lien on the Goods and any documents relating thereto and the right to sell the same by public auction or otherwise at its discretion for all freight, charges and expenses of whatever kind and nature payable to the Carrier under this Contract and for general average contributions to whatsoever due and for the costs of recovering the same by law.
(ii) The Carrier shall have a lien on the Goods and any documents whatsoever due to the carrier by the Merchant and for the costs and expenses of exercising such lien and such sale, such lien and liability shall remain notwithstanding the Goods have been landed, stored or otherwise dealt with. If on the sale of the Goods the proceeds fail to realise the amount due, the Carrier shall be entitled to recover the difference from any of the parties included in the term Merchant.
(2) If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion the Goods will become deteriorated, decayed or worthless, the Carrier may at his discretion and subject to his lien and without any responsibility attaching to him, sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant.

18. OPTIONAL STORAGE. (i) The goods may be stowed by the Carrier in Containers or similar article or transport used to consolidate goods.
(ii) Goods whether stowed in Containers or not may be carried on or under deck without notice to the Merchant. Such Goods (other than livestock) whether carried on deck or under deck shall participate in general average and shall be deemed to be within the definition of goods for the purpose of Hague Rules.
19. DECK CARGO (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea whether caused by seaworthiness or otherwise and also for all previously unstated amounts of same nature whatsoever due to the carrier by the Merchant and for the costs and expenses of exercising such lien and such sale, such lien and liability shall remain notwithstanding the Goods have been landed, stored or otherwise dealt with. If on the sale of the Goods the proceeds fail to realise the amount due, the Carrier shall be entitled to recover the difference from any of the parties included in the term Merchant.
(2) Use any means of transport or storage whatsoever.
(b) Transfer the Goods from one conveyance to another including transhipping or carrying the same on another vessel than the vessel named on the face or on any other means of transport whatsoever and even through transhipment or forwarding of the Goods may not have been contemplated or provided for herein.
(c) Sail without pilots, procured by any route to his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to return to and/or stay at any place or port whatsoever (including the port of loading herein provided) once or more often and in any order, beyond the port of discharge once or often for bunkering or loading or discharging cargo or embarking or disembarking any person(s) whether in connection with the present, prior or subsequent voyage or any other purpose whatsoever, and before giving delivery of the Goods at the port of discharge or the place of delivery herein provided and with liberties as aforesaid leave and then return to and discharge the Goods at such port, tow or to be towed, make trial trips, adjust compasses, or repair or drydock, with or without cargo onboard.
(d) Load and unload the Goods at any place or port (whether or not any such port is named on the face as the Port of Discharge and store the Goods at any such place or port.
(e) Comply with any orders or recommendations given by any government or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions. Anything done or not done in accordance with clause 21 or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

22. MATTERS AFFECTING PERFORMANCE If at any time the performance of the contract evidenced by this Bill of Lading is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage or whatsoever kind which cannot be avoided by the exercise of reasonable endeavors the Carrier (whether or not the transporter) shall give prompt written notice to the Merchant of the performance of this contract as terminated and place the Goods or any part to them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation and the Merchant shall pay any additional costs of carriage to and delivery and the storage at such place or port. Notwithstanding the above, the Carrier reserves the right to re-ship the Goods without prejudice to the Merchant and without this act constituting an act of conversion and the Merchant shall indemnify and hold the Carrier harmless for all liabilities and expenses incurred.

23. DANGEROUS GOODS (i) The Merchant shall comply with all internationally recognised requirements and all rules which apply according to national law or by reason of international Convention, relating to the carriage of goods of a dangerous nature. The Merchant undertakes not to tender for transportation any Goods which are dangerous, inflammable, radioactive, or damaging nature without giving prior written notice of the exact nature of the danger to the Carrier, indicating to the Carrier, if need be, the precautions to be taken and marking the Goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during the carriage.
(ii) If the requirements of sub-clause (i) are not complied with the Merchant shall indemnify the Carrier against all losses, damage or expenses arising out of the Goods being tendered for transportation or handled or carried by the carrier.
(iii) Goods which are or at any time become dangerous, inflammable, radioactive or damaging may, at any time or place, be unloaded, destroyed or rendered harmless without compensation and if the Merchant has not given notice of their nature to the Carrier under sub-clause (i), the Carrier shall be under no liability to make any general average contribution in respect of such Goods.

24. REFRIGERATED CARGO. (i) The Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving prior written notice of their nature and particular temperature range to be maintained and in the case of a refrigerated Container packed by or on behalf of the Merchant further undertakes that the Goods have been properly stored in the container and that the thermostatic controls have been adequately set by him 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 or damage to the goods however arising. The Merchant's attention is drawn to the fact that refrigerated Containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo presented at a higher temperature than that required for the transportation.
(2) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, refrigeration, or the refrigeration machinery plant, insulation and/or apparatus of the Container, vessel, conveyance and any other facilities, provided that the Carrier shall before or at the beginning of the transport exercise due diligence to maintain the refrigerated Container in an efficient state.

25. REGULATIONS RELATING TO GOODS The Merchant shall comply with all regulations or requirements of Customs, port and authorities and shall bear and pay all duties, taxes, fines, imports expenses or losses incurred suffered by reason thereof or by reason of any fault, incorrect or insufficient marking, or mislabelling or addressing of the Goods in respect thereof.

26. NOTIFICATION AND DELIVERY (i) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the 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 hereunder.
(ii) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff.
(iii) The Merchant shall be deemed to have taken delivery of the Goods on the date of this Bill of Lading, the Carrier may without notice unlash the Goods or that part thereof and/or store the Goods or that part thereof ashore, afloat, in the open or under cover. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease.

(iv) The Merchant shall be fully responsible for any or all costs whatsoever incurred by the Carrier and/or its servants or agents in relation to inter alia the storage, disposal, destruction, shifting or transportation of the Goods which the Merchant had failed to take delivery of. The Merchant shall fully indemnify the Carrier and/or its servants or agents for all of the aforementioned costs.
(v) The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff which is incorporated into this Bill of Lading.

27. BOTH TO BLAME COLLISION. If the carrying ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying ship, the Merchant undertakes to pay the Carrier or where the Carrier is not the owner and in possession of the carrying ship, to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying ship, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying ship against all losses or liabilities to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying ship or her owners to the Merchant and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or her owners or demise charterer or the Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects, are at fault in respect to a collision, contact, stranding or other accident.

28. GENERAL AVERAGE. (i) General average shall be adjusted at any port or place at the option of the Carrier in accordance with the York Antwerp Rules 1974 as amended 1990, provided that where an adjustment is made in accordance with the law and practice of the United States of America or of any other country having the same or similar law or practice the following clause shall apply. This covering all Goods, whether carried on or under deck. Such security including such cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereof, shall, if required, be submitted to the Carrier prior to delivery of the Goods.
29. New Jason Clause
(a) In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise the Goods and the Merchant shall jointly and severally contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges in respect of the Goods.
(b) If a sailing vessel is owned or operated by the Carrier salvage shall be paid for as fully as if the said sailing vessel belonged to strangers.

30. VARIATION OF THE CONTRACT ETC. No servant or agent of the Carrier shall have power to waive or vary any form of this Bill of Lading unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

31. VESSELS ON CHARTER. In case of goods being carried by a vessel not belonging to the Carrier but chartered by him then the Carrier shall be entitled to any all or, demurrage, prescriptions, exemptions from and limitations of liability available to the Owners of the Vessel, as if the Bill of Lading has been issued by the Owner of the Vessel on his behalf.

32. LAW AND JURISDICTIONS. The Contract evidence hereby or contained herein shall be governed by English Law. Any Claim or other dispute there under shall be solely determined by the English Courts unless the Carrier otherwise agrees in writing.

33. WAS RISK CLAUSE. The ship shall have liberty to comply with any orders or directions as to departure, arrival routes, ports to call, stoppages, destination, delivery or otherwise however given by the government of the nation under whose flag the vessel sails or any other department thereof, or by any other Government or any department thereof, or any person acting or purporting to act with the authority of such Government or any department thereof, or by any committee or person having under the terms of the War Risks insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done the same shall be a fulfillment of the contract voyage and freight shall be payable accordingly.

34. DEMISE CLAUSE. If the ship is not owned or chartered by demise to the company or line by whom this Bill of Lading is issued (as may be the case notwithstanding anything that appears to the contrary) this Bill of Lading shall take effect only as a contract with the owner or demise charterer as the case may be as principal made through the agency of the said company or line who act as agents only and who shall be under no personal liability whatsoever in respect thereof.

CONTAINERS DETAILS												
S.NO	Voyage	Customer	POL	POD	TYPE	Container No	Size	Weight	IMCO	REEFER	Remarks	Slot Loss
1	XPSAGAR / 22007	SEAAIR	INCOK	AEJEA	FULL	SGLU5857310	40	21.760		13,0 13,0		