



VAT Reg. No. : TRN100495100800003

## TAX INVOICE

SHIPMENT SOLUTIONS  
1st FLOOR, 39/3202 E, SRI SIDHIVINAYAKA APARTMENTS,  
ILLOM ROAD, COCHIN  
INDIA  
Tel No :  
Shipment Terms :FI/FO  
VAT Reg. No. : 32ACEFS2529J1Z6

Customer : SEAIR GLOBAL LOGISTICS L  
L C  
Inv. No : GIN2227981  
Inv. Date : 20-05-2022  
Vessel : SM KAVERI  
Voyage : SMKV-0040  
Sailing Date : 17-05-2022  
B/L No : BL0746554

Description of Charges	VAT ( % )	VAT Amt- US\$	VAT Amt- INR	Amount-US\$	Amount-INR
OCEAN FREIGHT INCOK - AEJEA 2 X 40 REEFER FCL @ USD 1800.0		0.0	0.0	3600.0	284004.0
REEFER SURCHARGE 2 X 40 REEFER FCL @ USD 200.00		0.0	0.0	400.0	31556.0
<b>Exchange Rate : 78.89</b>					
<b>Total</b>		<b>0.00</b>	<b>0.00</b>	<b>4000.00</b>	<b>315560.00</b>
<b>Total VAT</b>				<b>0.00</b>	<b>0.00</b>
<b>Total Amount</b>				<b>4000.00</b>	<b>315560.00</b>

### E&O.E.

(USD Four Thousand Only)

(INR Three Hundred Fifteen Thousand Five Hundred Sixty Only)

Note:- In case of any discrepancies, please notify within 10 days from date of receipt

For GLOBAL FEEDER SHIPPING LLC  
ADMINISTRATOR

### Bank Details :

HDFC BANK LTD
FORT-MUMBAI
MANEKJI WADIA BLDG, FORT MUMBAI-01
Account number- 00600350115850
NEFT / RTGS / IFSC CODE : HDFC0000060
MICR CODE : 400240015
BENEFICIARY :SIMA MARINE (INDIA) PVT. LTD.

This is a computer generated invoice and does not require signature.

PO BOX NO 23174 ,18TH FLOOR,REGAL TOWER,BUSINESS BAY,DUBAI, UAE  
Tel.:04 2 105105 FAX:04 2 105106 e-mail :invoice@globalfeeders.com

Website:www.globalfeeders.com

Shipper SEAIR GLOBAL LOGISTICS L L C		<b>SERVICE BILL OF LADING</b>		
Consignee(if 'To Order' so indicate)  SEAIR GLOBAL LOGISTICS L L C P.O. BOX 34225 TEL: +971-4-3454996 FAX:		Country of Origin INCOK	Bill of lading No BL0746554	
		F/Agent Name & Ref	Shipper's Ref. SEAIR GLOBAL LOGISTICS L L C	
Notify Party  SEAIR GLOBAL LOGISTICS L L C				
Sailing Date : 17/05/2022		Pre Carriage by:	Freight to be paid at:	
Place of Receipt INCOK	Port of Loading INCOK	Place of Delivery: AEJEA	No. of Bills of lading:	
Vessel SM KAVERI, SMKV-0040	Port of Discharge AEJEA			
Marks&Numbers	No.of Pkgs. or Shipping	Description of Goods & Pkgs.	Gross Weight	Measurement
4	4	SHIPPER OWN CONTAINERS STC, SHIPPER LOAD COUNT AND SEALED R40 X 2 40 REEFER FCL (AS PER ATTACHED LIST)	51.117	
	Total: 51.117			
<p>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</p> <p>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</p> <p>b) Any damage containers before the loading and after the unloading of the said containers from the vessel;</p> <p>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</p> <p>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</p> <p>e) Any mis-information on the Import General Manifest and re-export of import containers and where appropriate to furnish guarantees to the carrier's agent if these are breached.</p>		<p>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.</p> <p>Place and date of issue DUBAI Signed on behalf of the Carrier:</p> <p>by As Agents</p>		

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

## CONDITIONS OF CARRIAGE

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 includes any Container not supplied by or on behalf of the Carrier.

"Merchant" includes the Shipper, Holder, Consignee, the receiver of the Goods, any person owning or entitled to the possession of the Goods or this Bill of Lading and anyone acting on behalf on 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 or by reason of the endorsement 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 owing 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 person owing or entitled to the possession of the Goods and the Bill of Lading  
(ii) The Merchant undertakes that no claim or allegation shall be made against any servant, agent 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 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 and sub-contractor, including without limiting the generality of the foregoing terminal and depot operators, shall have the benefit of all provisions herein benefitting the Carrier as if such provisions were expressly for their benefit, and in entering into this contract the Carrier as if such provisions were expressly for their benefit, and in entering into this contract the Carrier, to the extent of those provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents and Sub-contractors, including, without limiting the generality of the foregoing terminal and depot operators.

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

5. 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 damage 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 of or defective conditions of packing in the case of Goods which, by their nature, are liable to wastage or to be damaged when not 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 whereof he could not prevent by the exercise of reasonable diligence.

(iii) 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 in fact, caused either wholly or partly by one or more of the causes or events.

6. THE AMOUNT OF COMPENSATION. (i) 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 are 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 or if there be no commodity exchange price or current market place, by reference to the normal value of goods of the same kind and quality.

(iii) Compensation shall not, however, exceed US\$2 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.

7. SPECIAL PROVISIONS (1) Notwithstanding anything provided for in Clauses 5 and 6 of this Bill of Lading and subject to Clauses 18 and 19, if it can be proved where the loss of damage occurred, the Carrier and the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined

(a) by the provisions contained in any international convention or national law,

(b) cannot be departed from by private contract to the detriment of the Merchant (claimant), and

(c) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued under any international convention or national law shall apply.  
Provided that an international convention or national law may be invoked as aforesaid only if it would have been applicable, if the contract referred to in (b) above were governed.

(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, by the national law of the State of the place of receipt, or

(3) where the loss or damage occurred during damage by sea, by the national law of the final port of discharge, or

(4) where the loss or damage occurred between the time that the Goods were discharged at the final port of discharge and the time that the Goods were delivered to the Merchant by the national law of the State of the place of delivery or

(i) by the Hague Rules contained in the international Convention at Brussels for the Unification of Certain Rules Relating to Bill of Lading dated 25th August, 1924 as amended by the Brussels Protocol of 23rd February 1968, if the loss or damage is proved to have occurred at sea or on inland waterways, 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 references to carriage by inland waterways and the Hague Rules shall be construed accordingly, or  
(ii) by standard Japanese Railway Transportation Clauses if the loss or damage is proved to have occurred during carriage by road in Japan, or

(iii) 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.

(5) If the whole of the carriage undertaken by the Carrier is limited to carriage from a Container Yard CY or Container Freight Station (CFS) or in immediately adjacent to sea terminal at the port of loading to a Container Yard or CFS or in 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 in (1) (b) (i) above irrespective of whether the loss or damage is proved to have occurred during the period of carriage at sea or port or subsequent thereto.

(6) 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 8(ii) 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 hereunder, 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 delivered to the Merchant.

(9) NOTICE OF LOSS, TIME BAR (i) Unless notice of loss or damage to the Goods and the general nature of it be given in writing to the Carrier 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 be not apparent within seven consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bills of Lading.

(ii) Subject to paragraph (iii) below the Carrier shall be discharged of all liability under this Bill of Lading unless suit is brought and written Notice therefor given to the Carrier within nine months after the delivery if the goods have been received for transportation or the date when the goods should have been delivered

(iii) Notwithstanding paragraph (ii) above, if the whole of the carriage undertaken by the Carrier is limited to the carriage from a CY or CFS or in immediately adjacent to the sea terminal at the port of loading to a CY or CFS or in adjacent to the sea terminal at the port of discharge, the Carrier shall be discharged from all liability whatsoever in respect of the Goods, unless suit is brought within one year after delivery of the goods or of the date when they should have been delivered.

10. DEFENCES AND LIMITS FOR THE CARRIER, (i) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss of damage to the Goods whether the action can be founded in contract or in tort.

(ii) The Carrier shall be entitled to the benefit of the limitation of liability provided for in Clause 6, sub-clause (iii) if it is proved that the loss or damage resulted from an act or omission of the Carrier done with intent to cause damage or recklessly and with knowledge that damage would probably result.

11. SHIPPER-PACKED CONTAINERS. If a container has not been filled, packed, stuffed, stowed or loaded by the Carrier, the Carrier shall not be liable for loss or damage to the contents of the container which would have been apparent upon reasonable inspection by the merchant at or prior to the time when the Container was filled, packed, stuffed, stowed or loaded.

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 arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or  
d) The unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the merchant at or prior to the time when the Container was filled, packed, stuffed, stowed or loaded.

e) The provisions contained in this Clause also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed, stuffed, stowed or loaded by the Carrier.

f) The Carrier does not accept liability for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant.

12. INSPECTION OF GOODS The carrier shall be entitled but under no obligation, to open any 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 at all or without incurring any additional expense or taking any measure in relation to the Container or its contents or any part thereof, the Container 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.

13. DESCRIPTION OF GOODS. (i) 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 overleaf. Proof to the contrary shall not be admissible when this Bill of Lading has been transferred to a third party acting in good faith.

(ii) No representation is made by the Carrier as to the weight, contents, measures, 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.

14. SHIPPER'S RESPONSIBILITY (i) The Shipper warrants to the Carrier that the particulars relating to the Goods as set overleaf have been checked by the Shippers on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shippers are correct.

(ii) The Shippers shall indemnify the Carrier against all loss, damage expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Shipper.

15. FREIGHT AND CHARGES. (i) Freight and charges shall be deemed fully earned receipt of the Goods by the Carrier and shall be paid and 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 relative to freight and charges in the applicable Tariff.

(iii) The freight and charges shall be payable by the Carrier on receipt of the Goods by or on behalf of the Shippers. 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 Shippers are incorrect, it is agreed that a sum equal to either by or on 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 there under together with freight (if not paid at the port of loading as aforesaid) shall be due from and payable on demand by the Shipper, and severally liable to the Carrier therefore) at such port or place as the Carrier may require, vessel or cargo lost or not lost from any cause whatsoever.

16. LIEN. The Carrier shall have a lien on the Goods and any documents relating thereto for any amount payable to the Carrier under this contract and for general average contributions to whomsoever due and for the costs of recovering the same and also for all previously unsatisfied debts whatsoever due to the carrier by the Merchant, and for that purpose shall have the right to enforce such lien in any manner, including selling the Goods by public auction or private treaty without notice to the Merchant.

17. OPTIONAL STOWAGE (i) The goods may be stowed by Carrier in Containers or similar article or transport used to consolidate goods.

(ii) Goods stowed in Containers other than flats or pallets whether by the Carrier or the Merchant 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.

18. DECK CARGO Goods (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 unseaworthiness or negligence or any other cause whatsoever.

19. LIVESACKS The Carrier shall be under no liability whatsoever for any injury, illness or destruction whatsoever arising even though caused or unfitness of any vessel, cart, conveyance, container or other place existing at any time in the event of the Master, in his sole discretion, considering that any livestock is likely to be injurious to the health of any other livestock or of any person on board or to cause the vessel to be delayed or impeded in the prosecution of the voyage, such livestock may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against the cost of veterinary services on the voyage and of providing forage for any period during which the carriage is delayed for any reason whatsoever, and of complying with the regulations of any authority if any country whatsoever with regard to such livestock.

20. METHODS AND ROUTES OF TRANSPORTATION (i) The Carrier may at any time and without notice to the Merchant.  
(a) use any means of transport or storage whatsoever.

(b) transfer the Goods from one conveyance to another including transshipping or carrying the same as another vessel than the vessel named overleaf or on any other means of transport whatsoever.

(c) proceed by any route to his discretion whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever once or more often and in any order.

(d) load and unload the Goods at any place or port (whether or not any such port is named overleaf 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 the terms of the insurance on the conveyance employed by the Carrier the force of any orders or directions.

(ii) The liberties set out in sub clause (i) may be invoked by the Carrier for any purpose whatsoever including undergoing repairs, towing or being towed, adjusting instruments, dry-docking, and assisting vessels in all situations and anything done in accordance with clause (i) or any delay arising there from shall be deemed to be within the contractual carriage and shall not be a deviation.

21. MATTERS AFFECTING PERFORMANCE If at any time the performance if the contract evidenced by this Bill of Lading is likely to be affected by any hindrance, risk, delay difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavors the Carrier (whether or not the transport is commenced) may without notice to the Merchant treat 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 to 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 the carriage to and delivery and the storage at such place or port. Notwithstanding the above, the Carrier shall be under no liability for loss or damage to the Goods without the Merchant's consent 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.

22. 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 of a dangerous, inflammable, radio-active, or damaging nature, without giving prior notice of 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 loss, damage or expense 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, radio-active or damaging may, at any time or place, be unloaded, destroyed or rendered harmless without compensation and if the Merchant has not given no liability to make any general average contribution in respect of such Goods phrase "see" clause 23.

23. REFRIGERATED CARGO. (1) 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 stowed 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 whatsoever arising.

(2) The Carrier shall not be liable of any loss of or damage to the Goods arising from latent defects derangement, breakdown, stoppage of the refrigerating machinery plant, insulation and/or any 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.

24. 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 reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods and indemnify the Carrier respect thereof.

25. NOTIFICATION AND DELIVERY (i) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods to safety for formation of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor receive 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) If the Merchant fails to take delivery of the Goods or part of them in accordance with this Bill of Lading, the Carrier may without notice unstuff the Goods or that part thereof and/or store the Goods or that part thereof shore 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 deemed to have agreed to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff which is incorporated into this Bill of Lading.

26. 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 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 owners 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 owners and/or demise charterer of the carrying ship against all loss or liability represents loss of or damage to, or any claim whatsoever of the merchant, paid of 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, 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 of a collision, contact stranding or other accident.

27. GENERAL AVERAGE. (i) General average shall be adjusted at any port or place at the option of the Carrier and subject to Clause 17(ii) 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.

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 contribute with the Carrier in general average to the payment of the expenses incurred for the preservation 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 saving vessel is owned or operated by the Carrier salvage shall be paid for as fully as if the said-salving vessel belonged to stranger.

(ii) If the Carrier delivers the Goods without obtaining security for general average contribution, the merchant by taking delivery of the Goods, undertakes personal responsibility to pay such contribution and provide such cash deposit or other security for the estimated amount of such contribution as the Carrier may deem sufficient.

(iii) The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

28. 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 variations is in writing and is specifically authorized or ratified in writing by the Carrier.

29. VESSELS ON CHARTER. In case of goods being carried by a vessel not belonging to the Carrier but chartered by them the Carrier shall be entitled to any or all rights, demurrers prescriptions exemptions from and limitations of liability available to the Charterer of the carrying ship against all loss or liability represents loss of or damage to, or any claim whatsoever of the merchant, paid of 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, 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 of a collision, contact stranding or other accident.

30. 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.

31. WAS RISK LAURE. 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 howsoever given by the government of the nation under whose flag the vessel sails or by any other department thereof, or by any other Government or any department thereof, of 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 or 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.

32. DENSE 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 as the case may be as Principal made through the agency of the said Company or line who act as agents only and shall be under no personal liability whatsoever in respect thereof.

**CONTAINERS DETAILS**

S.NO	Voyage	Customer	POL	POD	TYPE	Container No	Slot Size	Weight	IMCO	REFER	Remarks	Slot Loss
1	SMKV-0040	SEAAIR	INCOK	JEA2	FULL	SGLU5733094	40	27.81		9:CEL	-	
2	SMKV-0040	SEAAIR	INCOK	JEA2	FULL	EISU5681930	40	23.31		9:CEL	-	