

CODE NAME "CONGENBILL" EDITION 1994

**BILL OF LADING**

B/L No. 29-SEN

TO BE USED WITH CHARTER-PARTIES

Reference No

Shipper

VIETNAM SOUTHERN FOOD CORPORATION  
JOINT STOCK COMPANY (VINAFOOD II)  
333 TRAN HUNG DAO STREET, CAU KHO WARD,  
DISTRICT 1, HOCHIMINH CITY, VIETNAM

Consignee

TO ORDER

Notify Party:

COMPTOIR COMMERCIAL MANDIAYE NDIAYE (CCMN)  
7 RUE SERGENT MALAMINE,  
DAKAR, SENEGAL

**OWNER'S NAME:**

NORDIC HANDYSIZE II AS

Vessel

MV. NORDIC SKAGEN

Port of loading

HOCHIMINH CITY PORT, VIETNAM

Port of discharge

DAKAR, SENEGAL

Shipper's description of goods

VIETNAMESE WHITE RICE 100 PCT BROKENS

PACKING: PACKED IN 50 KGS NET NEW BOPP/GRAVIER BAGS.

Gross weight

GROSS WEIGHT 2,006 20 METRIC TONS  
NET WEIGHT 2,000 00 METRIC TONS  
TARE WEIGHT 6.20 METRIC TONS  
NUMBER OF BAGS 40,000 BAGS  
( SAY: FORTY THOUSAND BAGS OF RICE ONLY)

3 PCT (1,200 BAGS) EMPTY BAGS HAVE BEEN SHIPPED  
FREE OF CHARGE ALONG WITH THE SHIPMENT.

CLEAN ON BOARD

CLEAN ON BOARD DATE DEC 6, 2019

OCEANIC CO., LTD

For and On behalf of Master of MV. NORDIC SKAGEN

Master's name SYACHIN SERGIY

ORIGIN: VIETNAM

**BAG MARKS:**

LES 2 LIONS

*[Signature]*  
**OCEANIC CO., LTD**  
As Agents Only

**"FREIGHT PREPAID"**

(of which NONE on deck at Shipper's risk; The Carrier not  
being responsible for loss or damage howsoever arising)

Freight payable as per

Charter-Party dated Oct 18, 2019

FREIGHT ADVANCED

Received on account of freight

FREIGHT PREPAID

Time used for loading

days

hours

SHIPPED at the Port of Loading in apparent good order and  
condition on board the vessel for carriage to the  
Port of Discharge or so near thereto as she may safely get the goods  
specified above

Weight, measure, quality, quantity condition, contents and value un-  
known

IN WITNESS whereof the Master or Agent of the said Vessel has signed  
the number of Bills of Lading indicated below all of this tenor and date  
any one of which being accomplished the others shall be void  
FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

Place and date of issue

HOCHIMINH CITY, VIETNAM DEC 6, 2019

Number of original Bs/L

Signature

OCEANIC CO., LTD

For and On behalf of Master of MV. NORDIC SKAGEN

Master's name SYACHIN SERGIY

Printed and sold by

Frig Knudtzon Bogtrykkeri A/S 55 Tolbodgade, DK-1253 Copenhagen K

Telefax +45 33 93 11 84

by authority of the Baltic and International Maritime Council  
(BIMCO), Copenhagen

( 3/3 )

*[Signature]*  
**OCEANIC CO., LTD**  
As Agents Only

## BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

CODE NAME: "CONGENBILL"

EDITION 1994

ADOPTED BY

THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)

Page 1

### Conditions of Carriage

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause, are herewith incorporated.

**(2) General Paramount Clause.**

- (a) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment, shall apply to this Bill of Lading. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.
- (b) Trades where Hague-Visby Rules apply.  
In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23<sup>rd</sup> 1968 – the Hague-Visby Rules – apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
- (c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.

**(3) General Average.**

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party. Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shippers and Consignees expressly renounce the Belgian Commercial Code, Part II, Art. 148.

**(4) New Jason Clause.**

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 cargo, shippers, consignees or the owners of the cargo shall 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 incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier before delivery.

**(5) Both-to-Blame Collision Clause.**

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight, destination, etc. see overleaf

