


BILL OF LADING

COMBINED TRANSPORT BILL OF LADING

Shipper APTAR TORELLO SA GORG NEGRE, 10 ALMACÉN Nº 1 08570 TORELLO (BARCELONA) -SPAIN		Country of Origin		Bill of Lading No. ME2510060/1 1 of 1	
		F/Agent Name + Ref.			Shipper's Ref.
Consignee (If "To Order" so indicate) COSMOPHARM NEVE NEEMAN INDUSTRIAL ZONE 8 HAHARASH STREET VAT: IL557636610 4524402 HOD HA'SHARON -ISRAEL		<div>MULTITRADE SPAIN WORLDWIDE LOGISTICS Paseo del Ferrocarril, nº 335, Bajos 2ª - 08860 Castelldefels Barcelona.  BALGUERIE GROUP</div>			
Notify Party (No claim shall attach for failure to notify) THE SAME AS CONSIGNEE					
Place of Receipt					
Intended Vessel ZIM ASIA		Port of Discharge HAIFA		Place of Delivery	
No. of Bills of Lading 0 - ZERO		Gross Weight KGS		Measurement CBM	
Marsk + Numbers		No. of Pkgs. or Shipping Units		Description of Good + Pkgs. SHIPPER'S LOAD AND COUNT	
CONTAINER NO&SEAL NO. JXLU7846238 (40'HC) / 24176286 FCL/FCL		50		PACKAGE/S CAPS AND CAPSULES, PLASTICS HS CODE: 39235010 FCL/FCL FREIGHT COLLECT SHIPPED ON BOARD 29/07/25 FILE 50726 EXW	

Above particulars as declared by Shipper, but without responsibility or representation by the Carrier

EXPRESS BILL OF LADING

Freight Details, Charges, etc:		Value of the goods not declared by shipper, is unknown to the carrier and all these particulars have been furnished according to the shipper's declaration.	
For delivery please apply to: ABETRANS LOGISTICS LTD 25 HAROKMIM ST HOLON, ISRAEL V.A.T. NO. 51-069492-0 75364 TEL AVIV -ISRAEL VAT 510694920		<p>"Taken in charge by the Carrier from the Merchant in apparent good order and condition unless otherwise indicated herein, the goods, or the container(s) or other package(s) or unit(s) said by the Merchant to contain the cargo herein mentioned, to be carried subject to all terms and conditions provided for on the face and back of this Bill of Lading and Carriers Tariff rules and regulations by the vessel named herein or any substitute at the Carrier's option and/or other means of transport, including the use of feeder ships, barges, trucks or rail cars, from the place of receipt or the loading port to the port of discharge or place of delivery shown herein and there to be delivered onto order or assigns. The particulars given above as stated by the shipper and the weight, measure quantity, condition contents and value of the goods are unknown to the Carrier".</p> <p>"In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void one (1) original Bill of Lading must be surrendered duly endorsed in change for the Goods or delivery Order".</p> <p>"This Bill of lading shall be governed by and construed in accordance with Spanish law and all disputes arising hereunder shall be determined by the Courts of Barcelona (Spain) to the exclusion of the jurisdiction of the courts of another country. Alternatively and the Carrier's sole option, the Carrier may commence proceedings against the Merchant at a competent court of a place of business of the Merchant".</p>	
The Merchant agrees the Goods be carried on deck		Place and date of issue: <u>CASTELLDEFELS</u> <u>30/07/2025</u> Signed by MULTITRADE SPAIN S.L., as Carrier: by <u>MULTITRADE SPAIN SL</u>	

One of this Bill of Lading duly endorsed must be surrendered in exchange for the Goods or Delivery Order. In accepting this Bill of Lading the Merchant agrees to be bound by all the stipulations, exception, terms and conditions on the face and back of this Bill of Lading whether written, typed, stamped, printed or otherwise, and as well to be bound by the Carrier's Tattle rules and regulations which are deemed incorporated herein, all of which supersede any other conditions, stipulations, exceptions, terms and conditions, printed or otherwise, which may appear on any other document or documents. The terms of this Bill of Lading shall be separable and if any part or term hereof is invalid or unenforceable, the validity and enforceability of any other part or term shall not be affected. Agents signing this Bill of Lading on behalf of the Carrier have only the limited authority at common law of a vessel's master signing a Bill of Lading.

- Merchant's Warranty:** The Merchant warrants that in agreeing to the terms hereof it is, or has the authority of, the person owning or entitled to the possession of the goods and this Bill of Lading.
- 4. Sub-Contracting** (1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, forwarding, transshipment, discharge, delivery, whatever undertaken by the Carrier in relation to the Goods. (2) In contracting for the following exemptions and limitation of and exonerations from liability, the Carrier is acting as agent and trustee for all other persons named in this clause. It is understood and agreed that, other than the Carrier, no person, firm or corporation or other legal entity whatsoever (including the Master, officers, and crew of the vessel, all agents and all terminal operators, stevedores and all other independent contractors whatsoever) is, or shall be deemed to be liable with respect to the Goods as carrier, bailee or other howsoever. If, however, it shall be adjudged that any other than the Carrier is carrier or bailee of the goods or under any responsibility with respect thereto, all exemptions and limitations of and exonerations from liability provided by law or by terms of contract between such third party and the said carrier, bailee or other howsoever shall survive notwithstanding that the said third party may have nothing herein contained shall be construed to limit or to relieve them from liability to the Carrier for acts arising or resulting from their fault or neglect.
- (3) The expression "sub-contractor" in this clause shall include direct and indirect subcontractors and their respective servants and agents.
- 5. Clause Paramount and Responsibility of Carrier:** (1) Clause Paramount. As far as this Bill of Lading covers the carriage of Goods by water either by the Carrier or any Underlying Carrier, the contract evidenced in this Bill of Lading shall have effect subject to the Hague Rules contained in the International Convention relating to certain matters relating to bills of Lading dated August 25th, 1924 at Brussels, and as enacted in the country where the shipment or legislation making applicable the provisions of the said Convention entered into force; and if the United States of America, or one of the United States of America approved 16th April, 1938, which act shall be deemed incorporated herein and made a part of this Bill of Lading Contract and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights and immunities or an increase of any of its responsibilities under said Act. The provisions cited in said Act shall (except as may be otherwise specifically provided herein) also govern before the goods are loaded on and after they are discharged, from the ship or provide, however, that the goods at said times are in the actual custody of the Carrier or an Underlying Carrier who shall remain responsible for the loss of or damage to the goods whether caused by fire, theft, pilferage, breakage, leakage, stowage, lashing, securing, dunnage, tally, handling, unseaworthy cargo, repugnant to such statute, law, ordinance or rules of the Hague Rules, as the case may be, to any extent, such term shall be void to that extent, but not further. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or misdelivery, or loss of or damage to the goods however caused occurring while the Goods are not in the actual custody of the Carrier or at any time prior to receipt by the Carrier at the sea terminal at the port of loading or after they are delivered or dispatched to an Underlying Carrier from the sea terminal at the port of discharge. (2) Responsibility for Port to Port Shipment. Where loss or damage has occurred between the time of receipt of the Goods by the Carrier at the port of loading and the time of receipt of the Goods by the Underlying Carrier at the port of discharge, the liability therefor shall rest upon the Carrier unless it can be determined in accordance with the appropriate Hague Rules legislation as provided in the provisions of Clause 5 above of this Bill of Lading Contract. (3) When it cannot be established in whose custody the Goods were when the loss or damage occurred, it shall be presumed to have occurred during sea carriage and liability therefore shall be governed as provided in 5 (1) above. (4) Extent of Inland Liability. In any event, the liability of the Carrier shall extend under no circumstances be greater than that of the Underlying Carrier under their contracts of carriage and the Carrier shall be entitled to all of the rights, defenses, limitations and exemptions from liability contained therein. (5) Subrogation. When any claims are paid to the Merchant by the Carrier or Underlying Carrier, the latter shall automatically be subrogated to all rights of the Merchant against all others; including Unruly Carrier's, on account of such loss or damage.

10. Defence and Limits for the Carrier: The defence and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage to the Goods whether the action is founded in contract or in tort.
11. 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 or damage to the contents and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense has been caused by: (a) the manner in which the Container has been filled, packed, stuffed or loaded. (b) the unsuitability of the contents for carriage in Containers (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 required (d) the unsuitable or defective Container condition which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded.

13. Description of Goods: Any statement on this Bill of Lading, relating to marks and numbers, number and kind of packages, description, quantity, quality, weight, measure, nature, kind, value or other particulars of the contents of such Container(s) are furnished by the Merchant and are unknown to the Carrier and the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier is confined to the number and the apparent order and Condition of the Container(s).

14. Merchant's Responsibility:
- (1) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of the Goods and that such particulars, and other particulars furnished by the Merchant on behalf of the Merchant are correct.
- (2) The Merchant shall indemnify the Carrier against any losses, damages and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The Carrier's right to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Merchant.
- (3) The Merchant shall comply with all applicable Laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.
- (4) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carrier having regard to their nature and in compliance with all Laws, regulations and requirements which may be applicable.
- (5) The Merchant shall be liable for any dangerous, inflammable or otherwise hazardous goods which are or may become liable to damage any property or person and the Merchant shall be deemed to have agreed to indemnify the Carrier without the Carrier's express consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside as so to indicate the nature and character of any such articles and as so to comply with all applicable Laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or dangerous nature, the Carrier shall be entitled to destroy, dispose of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to charges.

16. The Carrier shall have a lien on the Goods and on any documents relating thereto, including but not limited to this one, for all sums (including but not limited to freight, handling, inland carriage, demurrage, container and ship hire, port tariffs, etc.) payable to the Carrier under this Bill of Lading and for General Average and Salvage contributions to whomsoever due and for the cost of recovering the same and for that purpose shall have the right to sell the Goods by public auction or private sale without notice to the Merchant.

17. The Carrier shall have a lien on the Goods and on all sub-freights payable in respect of the Goods for freight, deadfreight, claims for damages and for all other amounts due under this Bill of Lading, including costs of recovering the same.

18. The Carrier is entitled to retain and/or sell the Goods in any of the following cases: (a) where the Merchant fails to pay the freight and any other related expenses within 6 months after the arrival notification; (b) where the carriage cannot be concluded due to force majeure, illegality or prohibition, and/or (c) where the Merchant fails to take delivery of the Goods within 6 months after the arrival notification.

19. The Carrier is entitled to destroy the Goods where the Merchant fails to pay the freight and any other related expenses, and/or where the Merchant does not take delivery of the Goods, within six months after the arrival notification.

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24. Notification and Delivery: (1) Any mention in this Bill of Lading of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder. (2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff. (3) 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 remove the Goods or part thereof and/or store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall be at the Merchant's expense and the Carrier shall be entitled to charge the Merchant for the expenses of such storage and for the loss of or damage to the Goods or that part thereof shall cease and the costs of such storage shall forthwith upon demand be paid by the Merchant to the Carrier. (4) If the Goods are unclaimed within a reasonable time or whenever in the Carrier's opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may at his discretion and without prejudice to any other rights which he may have against the Merchant without notice and without any responsibility attaching to him sell, abandon or otherwise dispose of the Goods and the Carrier shall be entitled to charge the Merchant for the expenses of the Merchant and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

26. General Average: General Average shall be adjusted and payable according to York-Antwerp Rules of 1994 at any port or place at the option of the Carrier whether declared by the Carrier or a subcontractor of the Carrier. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated General Average Contribution of the Goods before delivery if the Carrier requires, or, if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for General Average contribution due to the Merchant. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if such salving ship belonged to strangers
27. Contract Variation: No servant or agent of the Carrier shall have the power to waive or vary any terms of this Bill of Lading unless such waiver or variation is in writing and is specifically authorized in writing by the Carrier.

29. Law and Jurisdiction: This Bill of Lading shall be governed by and construed in accordance with Spanish law and all disputes arising hereunder shall be determined by the Courts of Barcelona (Spain) to the exclusion of the jurisdiction of the courts of another country. Alternatively and at the Carrier's sole option, the Carrier may commence proceedings against the Merchant at a competent court of a place of business of the Merchant.