

SHIPPER ASIA SHIPPING INTERNATIONAL TRANSPORT PVT.LTD. OFFICE NO. 08 & 09 NEELAM COMPLEX 1ST FLOOR WARD 12-B NEAR HDFC BANK GANDHIDHAM 370201 GUJARAT, INDIA		DRAFT BILL OF LADING		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">VOYAGE NUMBER</td></tr> <tr><td style="text-align: center;">OMX4HW1MA</td></tr> <tr><td style="text-align: center;">BILL OF LADING NUMBER</td></tr> <tr><td style="text-align: center;">EID0267148</td></tr> </table>	VOYAGE NUMBER	OMX4HW1MA	BILL OF LADING NUMBER	EID0267148
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CONSIGNEE GENESEAS LOGISTICS S DE RL DE CV GLO160113QB5 AV UNIVERSIDAD 1134 PISO 1 COL XOCO ALC BENITO JUÁREZ CP 03330		EXPORT REFERENCES <div style="text-align: center; font-size: 2em; font-weight: bold;">CMA CGM</div>						
NOTIFY PARTY, Carrier not to be responsible for failure to notify GENESEAS LOGISTICS S DE RL DE CV GLO160113QB5 AV UNIVERSIDAD 1134 PISO 1 COL XOCO ALC BENITO JUÁREZ CP 03330		CARRIER: CMA CGM Société Anonyme au Capital de 234 988 330 Euros Head Office: 4, quai d'Arenc - 13002 Marseille - France Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95 562 024 422 R.C.S. Marseille						
PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING					
		MEXICO CITY	THREE (3)					
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*					
X-PRESS ANNAPURNA	MUNDRA	VERACRUZ	MEXICO CITY					
MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT			
			KGS	KGS	CBM			
UESU2379289	1 x 20ST	2432 BOXES	27790.000	2185	20.000			
SEAL G7117897								
GREDA		5 X 20'ST CONTAINERS TOTAL 12160 BOXES. TOTAL TWELVE THOUSAND ONE HUNDRED SIXTY BOXES ONLY						
		CERAMIC GLAZED TILES SIZE 300MMX450MM 1 BOX CONTAINS 6 NO OF TILES 1 BOX COVER 0.81 SQUARE METER INV.NO. 779 DATE. 16.09.2019 S.BILL NO. 6958634 DATE. 16.09.2019 TOTAL 9849.60 SQ.MT TOTAL 60 PALLETS TOTAL G.WT. 138950.00 KGS TOTAL N.WT. 136450.00 KGS						
		FREIGHT COLLECT						
SEGU1198707	1 x 20ST	2432 BOXES	27790.000	2230	20.000			
SEAL G7117895		-						
-								
APZU3031766	1 x 20ST	2432 BOXES	27790.000	2220	20.000			
SEAL G7117896								
Continued on Next Sheet Sheet 1 of 2 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.								
ADDITIONAL CLAUSES								
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>4. Cargo at port is at merchant risk, expenses and responsibility</p> <p>5. FCL</p> <p>77. THC at destination payable by Merchant as per line/port tariff</p> <p>134. Términos de línea / liner terms from ship's tackle to ship's tackle</p> <p>184. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.</p> <p>202. Demurrage and detention shall be calculated and paid as per general tariff available on the web site www.cma-cgm.com, or in any of CMA CGM agency. However if special free time conditions are granted, then rates applicable as per general tariff grid shall start from the day following the last free day.</p> <p>208. Force majeure and proof thereof. For all purposes of this contract force majeure is defined as an irresistible force that prevents the Carrier from performing its obligations hereunder, including by way of illustration but not limited to, attacks by armed men, assault during carriage, theft, robbery, or any other similar act by third parties. The parties hereto specifically agree that in such cases the Carrier's filing of a</p> </div> <div style="width: 55%;"> <p>criminal complaint before local authorities will be sufficient evidence to justify force majeure and exonerate the Carrier from any liability.</p> <p>209. Carrier's liability for inland haulage in Mexico shall always be limited according to the article 10 of the carta porte / Mexican law: "when the freight does not include the additional charge, the liability of the "trucker" is strictly limited to the sum equivalent to 15 days of minimum wage effective in Mexico city per ton. This also applies when the shipment weight is more than 200 kg but less than 1000 kg. And for shipments under 200 kg the liability will be for days of minimum wage per remittance</p> <p>215. Whenever receivers do not take delivery of cargo after 50 days from discharging date the shipper is responsible towards the line for all expenses/charges/fees/freights and demurrages that may be incurred for return cargo to the POL.</p> <p>216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting therefrom and be subject to freight surcharge</p> <p>223. Maximum payload to transit across Mexican territories (Carrier and Merchant haulage) shall be as</p> </div> </div>								
<p>RECEIVED by the carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated above stated by the shipper to comprise the cargo specified above for transportation subject to all the terms hereof (including the terms on page one) from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, whichever is applicable. Delivery of the Goods will only be made on payment of all Freight and charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statutes rendering them binding upon the shipper, holder and carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.</p> <p>All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Bill of Lading shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office.</p> <p>In witness whereof three (3) original Bills of Lading, unless otherwise stated above, have been issued, one of which being accomplished, the others to be void.</p> <p style="text-align: center;">(OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)</p>								
PLACE AND DATE OF ISSUE		KANDLA	22 SEP 2019	SIGNED FOR THE CARRIER CMA CGM S.A.				
SIGNED FOR THE SHIPPER				BY CMA CGM Agencies (India) Pvt Ltd				
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING				as agents for the carrier CMA CGM S. A.				



DRAFT BILL OF LADING

VOYAGE NUMBER
0MX4HW1MA
BILL OF LADING NUMBER
EID0267148

PRE CARRIAGE BY*		PLACE OF RECEIPT*		FREIGHT TO BE PAID AT		NUMBER OF ORIGINAL BILLS OF LADING	
				MEXICO CITY		THREE (3)	
VESSEL		PORT OF LOADING		PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*	
X-PRESS ANNAPURNA		MUNDRA		VERACRUZ		MEXICO CITY	
MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN			GROSS WEIGHT CARGO	TARE	MEASUREMENT

			KGS	KGS	CBM
CLHU3763630 SEAL G7117798	1 x 20ST	2432 BOXES	27790.000	2220	20.000
SEGU1641570 SEAL G7117797	1 x 20ST	2432 BOXES	27790.000	2180	20.000

DISCHARGE PORT AGENT:
CMA CGM MEXICO SA DE CV
INSURGENTES 800 PISO 13
COL DEL VALLE DEL BENITO JUAREZ
MEXICO
MEXICO
TEL:52 55 534 00940
FAX:

Shipped on Board X-PRESS ANNAPURNA 22-SEP-2019 CMA CGM Agencies
(India) Pvt Ltd As agents for the Carrier

Weight in Kgs Total: 5 CONTAINER(S)

Continued From Previous Sheet Sheet 2 of 2
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

138950.000 11035 100.000

ADDITIONAL CLAUSES

per applicable Mexican law / regulations. Any fine, penalty and/or extra cost that may be incurred as a result of not strictly complying with applicable Mexican regulations will be for Merchant account. CMA CGM, its agents, sub-contractors and/or servants shall in no events be liable for the payment of above designed charges

225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading on the deck of any vessel and in taking remittance of this bill of lading the Merchant (including the shipper, the consignee and the holder of the bill of lading, as the case may be) confirms his express acceptance of all the terms and conditions of this bill of lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the goods on the deck of any vessel.

239. This Bill of Lading has been generated electronically. Bills of Lading bearing a CMA CGM stamp and/or manual signature shall be considered as forged and will be treated as null.

274. The Merchant is responsible for returning any empty container, with interior clean, free of any dangerous goods placards, labels or markings, at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not

limited to liquidated damages equivalent to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier in particular for payment of all detention and demurrage and/or container indemnity as referred above.


343. In the event that this Bill of Lading is a Paperless Bill of Lading, it shall be governed by the Terms and Conditions available on the CMA CGM website (<http://www.cma-cgm.com/products-services/shipping-guide/bi-clauses>) which the Merchant has read and accepted. The delivery of the cargo carried under a Paperless Bill of Lading shall be made to the Consignee after the Paperless Bill of Lading has been surrendered to the Carrier on the eBusiness platform and after payment of any outstanding Freight and charges

PLACE AND DATE OF ISSUE KANDLA

22 SEP 2019

SIGNED FOR THE CARRIER CMA CGM S.A.
BY CMA CGM Agencies (India) Pvt Ltd
as agents for the carrier CMA CGM S. A.

SIGNED FOR THE SHIPPER
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED
TRANSPORT BILL OF LADING

Consignor GEOTECH CERAMIC SURVEY NO-46 , NEAR PANAMA PAPER MILL , RAILWAY CROSSING, AT JAMBUDIYA, MORBI 363642 INDIA GST NO- 24AAOFG3551C1Z0		MULTIMODAL TRANSPORT DOCUMENT REG. No. MTO/DGS/1479/NOV/2021	
		MTD Number GDM19090044	Shipment Ref No. S19077234S
Consignee TO THE ORDER		 Asia Shipping ASIA SHIPPING INTERNATIONAL TRANSPORT PRIVATE LIMITED Office No. 17, First Floor, Plot No. 317, Sonali Park, Ward No. 17-B GANDHIDHAM, GJ - 370201, India Tel. : +91 2836 222 260 Fax : +91 2836 222 260 E-mail: Website: http://www.asgroup-portal.com/ GST: 24AAMCA1167B1Z4	
Notify Address GRED CERAMICOS S.A DE C.V AUTOPISTA MAXICO QUERETARO KM 39.5 COL. SAN MATEO IXTACALCO CUAUTITLAN IZCALLI, CO. 54713 ESTADO DE MAXICO, RFC-GCE171024CQ0		Taken in charge in apparently good condition herein at the place of receipt for transport and delivery as mentioned above, unless otherwise stated. The MTO in accordance with the provisions contained in the MTO undertakes to perform or to procure the performance of the multimodal transport from the place at which the goods are taken in charge, to the place designated for delivery and assumes responsibility for such transport.	
Place of Receipt MUNDRA, INDIA		Port of Loading MUNDRA, INDIA	
Port of discharge VERACRUZ, MEXICO		Place of Delivery MEXICO CITY MEXICO	
Vessel/Voyage No. X-PRESS ANNAPURNA / OMX4HW1MA		Modes / Means of Transport FCL / FCL	
		Route/Place of transportation (if any) MEXICO CITY MEXICO	
Marks and Numbers GRED		Number and Kind of Packages / Description of Goods 5 x 20GP CONTAINER STC 12160 Box(s) TOTAL 5X20' CONTAINER STC TOTAL 12160 BOXES CERAMIC GLAZED TILES SIZE 300MMX450MM 1 BOX CONTAINS 6 NO OF TILES 1 BOX COVER 0.81 SQUARE METER INV.NO. 779 DATE. 16.09.2019 S.BILL NO. 6958634 DATE. 16.09.2019 TOTAL 9849.60 SQ.MT TOTAL 60 PALLETS	
Gross Weight 138950.000 KG		Measurement 100 M3	
Container APZU3031766	Seals G7117896	Type 20GP	Weight 27790.000 KG
Container CLHU3763630	Seals G7117798	Type 20GP	Weight 27790.000 KG
Container SEGU1198707	Seals G7117895	Type 20GP	Weight 27790.000 KG
Volume 20 M3			
Packages 2432 BOX			
Mode CY/CY*			
Particulars above furnished by consignor / consignee			
Freight amount FREIGHT COLLECT		Freight Payable at MEXICO CITY MEXICO	
Number of Original MTD (s) 3/THREE		Place and date of issue GANDHIDHAM/21-Sep-19	
Other Particulars (if any) Weight and measurement of container not to be included (TERMS CONTINUED ON BACK HEREOF)		For ASIA SHIPPING INTERNATIONAL TRANSPORT PRIVATE LIMITED AUTHORISED SIGNATORY	

CONTINUATION PAGE

MULTIMODAL TRANSPORT DOCUMENT - GDM19090044

Container	Seals	Type	Weight	Volume	Packages	Mode
SEGU1641570	G7117797	20GP	27790.000 KG	20 M3	2432 BOX	CY/CY*
UESU2379289	G7117897	20GP	27790.000 KG	20 M3	2432 BOX	CY/CY*

Booking Confirmation

CMA CGM Agencies (India) Pvt Ltd

WEST GATE B BLOCK 1903 1907 19TH FL
NEAR YMCA CLUB
S G HIGHWAY
AHMEDABAD

Phone:

Fax:

Contact: Krunal Modi

Customer Service:

Attn:

ASIA SHIPPING INTERNATIONAL
kumar mahesh
08 & 09 FIRST FLOOR
NEELAM COMPLEX PLOT 298
WARD 12 B NEAR HDFC BANK
GANDHIDHAM

SCAC Code:

CMDU B/L Number: EID0267148

Booking Number: EID0267148

Bkg Pty Ref:

Booking Date: 14-SEP-19

Vessel/Voyage: X-PRESS ANNAPURNA / 0MX4HW1MA
Connecting Vessel / Voyage: SPIRIT OF MELBOURNE / 0DV4BS1MA

Receipt:

Alternate Base Port:

Alternate Base Pool:

Feeder Vessel/Voyage: /

Port Of Loading: MUNDRA

Loading Terminal: ADANI CMA CGM CT4

Transshipment: MALTA(FREEPORT)

Port Of Discharge: VERACRUZ

Final Place Of Delivery: MEXICO CITY

Cut-Off Date/Time:

Cut-Off Date/Time:

ETD:

Cut-Off Date/Time: 20-SEP-2019 06:00 PM

VGM Cut-Off Date/Time: 21-SEP-2019 06:00 AM

ETD: 22-SEP-2019 18:00

ETA: 03-OCT-2019 11:00 PM

ETA: 06-NOV-2019 23:00

FPD ETA:

(All times are in local time)

Remarks:

Merchant Haulage By: Road

Quantity: 5 x 20'ST

Eqp Available Date: 14-SEP-19

Time:

HS Commodity: Ceramic articles of porcelain

Net Weight: 135000 KGM

Gross Weight: 146000 KGM

Container Number:

Quote: QAMC058397

Service Contract:

HAZ: N

FUM: N

Reefer: N

OverSized Cargo: N

Flexitank: N

Booking Confirmation

Booking Number: EID0267148

Preferred Depot: PROGECO EMPTY CONTAINER YARD 2

Contact: PANKAJ ZALA

Address: DHRUB SR.NO 82 OPP.GIDC AREA
 LAND MARK: NEAR HIND TERMINAL
 VILL.DHRUB TAL MUNDRA KUTCH.
 MUNDRA
 370421 INDIA

Phone No: 9687036876

PLEASE NOTE:

Dear Customer

We thank you for choosing CMA-CGM for your shipment from India. CMA CGM The French Line is one of the fastest growing liner companies and is among the Top Three World Wide Liners.

To cover this shipment or all other shipments under "All Risk Marine Cargo Insurance Policy", send email to mby.insurance@cmacgm-log.com OR call on 07506734941 OR use online link -https://www.cma-cgm.com/ebusiness/tarifs/insurance_request

Please note

1. The Containers can be picked up by the Shipper or your nominated agent or transporter from the nominated yard by submitting a copy of the attached Booking Confirmation. Please Inspect the container prior to pick up and Confirmation. Please Inspect the container prior to pick up and endorse the Booking Confirmation slip "Received the container in cargo worthy condition".
2. This Booking Confirmation is valid for 3 working days including the date of booking. Unless used within 3 working days or revalidated, the booking would stand cancelled. For further extension please contact your ZONAL Customer service team.
3. Please check the Booking Confirmation for correct Vessel/Voyage, POL, POD, FPD, Equipment size and type of container as per requirement. In case of Reefers, please check the Set Temperature, Vent & Humidity settings. If you find any discrepancies or require any change/s please contact your ZONAL Customer service team prior to pick up of the containers.
4. For all customers (Detention clock stops once laden container returned to port or handed over at ICD) D&D tariff revised i.e.. 14th January 2019
 Free time - 10 days (including allotment / pick-up date) and for applicable detention charges thereafter, Kindly check with the respective CMA CSU team.
 "Reefer free time - 7 days (including allotment / pick-up date) and for applicable detention charges thereafter, Kindly check with the respective CMA CSU team.
 EMPTY RETURN (OFF-LOADING) - idle units picked up returned back empty without any export cargo OR allotted containers not picked up.
 Free Time : NIL --- OFF LOADING fee is revised with effect from 14th January 2019
 In case of container allotted and not picked up OR physically picked up and returned back empty, will attract charges as per revised tariff w.e.f. 14th January 2019 including GST
5. Container should be offloaded at the nominated yard as intimated by us in our Off-loading letter.
6. Shipper or his nominated agent or his transporter who picks up the container against this booking confirmation would be responsible for all, direct and incidental costs and consequences arising out of any damages to the container, from Pick-up of Container from our Empty Yard / CFS / ICD till gate in of the same in the port / ICD. Responsibility of arranging for Insurance for this period, from Pickup date till gate in of container, will rest with the Shipper or his nominated agent or his transporter.
7. For IMCO cargo - Bookings will be issued only against receipt of Duly filled and signed Original IMCO Declaration in duplicate at our Hazardous Cargo OR Special Cargo team. Booking acceptance would be confirmed only after approval from CMA CGM head office.
8. Reefer containers will be accepted into the port only 3 days prior to vessels arrival.
9. Responsibility remains with the shipper or his nominated agent to ensure proper lashing for any OOG containers prior loading on board the vessel.
10. For all SOC units please make sure to advise us the unit numbers alongwith the CSC details at the time of taking bookings so that the same can be updated in our system accordingly.
11. Pls submit all SI's BEFORE vessel ETA (except for shipments to be filed with destination customs prior vessel berthing. (E.g. AMS / ENS / China Filings & Short Haul shipments) to avoid applicable as per tariff dated 10th January 2019

Booking Confirmation

Booking Number: EID0267148

11A. For KOLKATA / HALDIA POL's - Cart In Order will be issued only after receiving the Draft B/L (SI) & Shipping bill. in the event of a delay in submission of SI/draft, late fees will be applicable as per tariff dated 10th January 2019

12. For MUMBAI OFFICE - Would like to inform you that we have started token system on the counter for issuance of b/l and the last token is issued at 3:00 p.m after that no tokens will be issued, hence please ensure yr person arrives our office before 3:00 p.m to take the token for releasing b/l's.

13. Please ensure B/L is released within 5 working days of vessel sailing (includes day of sailing) to avoid late fee charges as per revised tariff w.e.f. 14th January 2019 including GST

14. Please note TEL / FAX no. for Shipper / Consignee / Notify party is MANDATORY and B/Ls will not be updated, if the contact details are missing. Hence please ensure to forward the B/L format through Intra with complete details for speedy processing. (Note - Tel/Fax no. may not be displayed on the BL, as per your discretion)

15. Please ensure that the S/bill copies are brought at the time of releasing the original B/L by your representative. Fax copies are not acceptable.

16. PLS UPDATE THE BROKERAGE AND INVOICING PARTY DETAILS (Full Style Address) ALONG WITH PAN NUMBER IN THE REMARKS COLUMN WHILE PLACING THE S.I through our website www.cma-cgm.com.

17. Pls provide SCAC code in the remarks column while placing bookings through our website www.cma-cgm.com.

18. Kindly note the normative instructions from Federal Revenue of Brazil no. 1.356/2013 which is in force in Brazil and which has made changes in the procedure relating to Customs clearance and cargo release. By virtue of this rule, Importers/ Consignees are exempted from presenting the Original Bill of lading to customs authorities, Terminals and Bonded Terminals, for release of cargo. In consequence thereof, importers/ Consignees will be able to obtain release of cargo even if the documents are with Shippers/Exporters.

We also wish to bring to your attention Clause 233 as incorporated in the contract contained in the CMA CGM bill of lading exempting and absolving the carriers from any claim/s arising out of delivery of cargo without the Original Bill of Lading.

19. For ICD AHMEDABAD / BARODA / JAIPUR / JODHPUR Bookings - Allotment form has to be submitted along with the booking confirmation copy to the depot at the time of releasing the container.

20. Please do not release the container with prefix CARU/MANU and CATU to the ports: LYBEN, LYKHO, LYMRA, LYRLA & LYTIP as the same is forbidden in LIBYA

21. Below Details/Numbers are mandatory for LOADING & BL issuance accordingly for the mentioned African & Brazil Ports:

DOUALA - CTN/BESC

LIBREVILLE PORT GENTIL - BIC/CTN

LOBITO - CNCA WAIVER & CNCA NUMBER

BRAZIL PORTS - CNPJ NUMBER (if consignee is "TO ORDER" cnpj no for Notify party)

SANTOS - NCM NUMBER (If a container has more than 1 type of cargo.)

POINTE NOIRE - ECTN

LUANDA - CNCA WAIVER & CNCA NUMBER / ARC

22. AMS/ENS Cut-off - INDAMEX ACT cut-off - INNSA - Thursday at 2300hrs; INMUN - Saturday at 1200hrs

EPIC ENS cut-off - INNSA - Thursday at 1400hrs; INMUN - Saturday at 1200hrs

For reefer container shipments under merchant haulage, responsibility of correct setting of temperature and its monitoring lies with customer until the container is handed over to the carrier at port of loading

Thanking you

Booking Desk

CMA CGM Agencies (India) Pvt. Ltd.,

CLAUSES:

- 1 The Carrier is committed to comply with all applicable International and National Economic Sanctions such as, but not limited to, United Nations, European Union and U.S. legislations, "Sanctions" and their corresponding banned entities lists such as, but not limited to, the Special Designated National and Blocked Persons List (OFAC), the European Union List of Persons and Entities Subject to Financial Sanctions.
- 2 Hence, the Carrier reserves its right to decline or cancel, at any time, any booking involving listed entities or breaching any Sanctions. If cargo is loaded, it may be discharged at any time and place the Carrier may deem convenient and Clause 10 Matters Affecting Performance of the Carrier's Bill of Lading shall apply.
- 3 Receipt of an CMA CGM booking confirmation shall not be construed as a confirmation of acceptance of Hazardous / Dangerous cargo. Such cargo will only be accepted subject to the shipper or his agent supplying correctly completed and signed Multimodal Dangerous Goods Forms and receiving written acceptance from CMA CGM notifying that such hazardous / dangerous cargo as described on the relevant Multimodal Dangerous Goods Forms has been accepted by the Vessel Operator for the particular ocean voyage as per booking. Any costs, expenses, fines and penalties associated with cargo presented for shipment without such written acceptance from CMA CGM confirming the acceptance of hazardous / dangerous cargo, incorrectly completed and / or signed Multimodal Dangerous Goods Forms or containers not having correct placards shall be for cargo interests' account. CMA CGM shall not be liable for any consequential losses or damages arising from the rejection, or refusal to load hazardous / dangerous cargo by the Vessel Operator.
- 4 This Booking Confirmation and all services to be provided thereon are subject to CMA CGM bill of lading terms and conditions. Such terms and conditions are available on CMA CGM web site (www.cma-cgm.com) or in any CMA CGM agency. By tendering cargo for shipment the Merchant acknowledges and agrees that all the terms and conditions of the CMA CGM are applicable.