

Shipper <b>NISHAT MILLS LIMITED</b> <b>7 MAIN GULBERG, LAHORE, PAKISTAN</b>	
Consigned to the order of <b>TO ORDER OF</b> <b>HSBC LTD., DHAKA BANGLADESH,</b> <b>BIN:000002671-0002</b> <b>FORM 'E' NO : HMB-2021-0000212720 DATED: 16/12/2021</b>	
Notify Address (It is agreed that no responsibility shall attach to the carrier or its Agents for failure to notify) <b>COSMOPOLITAN INDUSTRIES (PVT) LTD., FACTORY:</b> <b>KHEJUR BAGAN, BARA ASHULIA, SAVAR, DHAKA,</b> <b>BANGLADESH. DC NO.BBCDAK152369 AND DATE 211107</b> <b>E-BIN :000771673-0403</b>	
Pre-Carriage by	Place of Receipt by Pre-Carrier
Vessel <b>NORTHERN GUARD V :890</b>	Port of Loading <b>KARACHI PORT PAKISTAN</b>
Port of Discharge <b>CHATTOGRAM SEAPORT, BANGLADESH</b>	Place of Delivery <b>CHATTOGRAM SEAPORT, BANGLADESH</b>

**BILL OF LADING**  
**FOR COMBINED TRANSPORT**  
**SHIPMENT OR PORT TO PORT**  
**SHIPMENT NOT NEGOTIABLE**  
**UNLESS CONSIGNED "TO ORDER"**

Bill of Lading No.  
**BSLKCTG39673**



**FIRST ORIGINAL**

**ORIGINAL**

Marks and Nos.	Number and Kind of Packages & Description of Goods	Gross Weight	Measurement
<b>MADE IN PAKISTAN</b> <b>NDF/SC-</b> <b>51419/2021</b> <b>NDF-03565/A07</b> <b>FA151920</b> <b>CIPL-03495</b>  <b>FREIGHT PREPAID</b>  <b>CONTAINER NO SEAL</b> <b>GESU-945528-4 306005</b>	<b>395 01X40' REEFER H/C CONTAINER STC: 395 ROLLS</b>  <b>FABRICS FOR 100 PCT EXPORT ORIENTED READY</b> <b>MADE GARMENTS INDUSTRY .DOCUMENTARY</b> <b>CREDIT NUMBER BBCDAK152369, BANGLADESH</b> <b>BANK DC NO.0000285921062101 , LCA NO.415534,</b> <b>H.S.CODE NO.5209.32.00, TIN:590516243941,E-BIN</b> <b>:000771673-0403 IRC NO.260326120013219 AGAINST</b> <b>EXPORT CONTRACT NO.CIPL-/094/21 AND FILE NO.</b> <b>CIPL-03488, CIPL-03495 CBM: 52</b> <b>"CARGO MUST BE RELEASED AGAINST</b> <b>PRESENTATION OF ORIGINAL BILL OF LADING"</b> <b>EXPORT REFERENCES EXP/F-35/0694/2022 16/12/2021</b>	<b>SAID TO WEIGH</b> <b>GR: 19992.00 KGS</b> <b>NT: 19222.00 KGS</b>	

**SHIPPED ON BOARD**  
**21 DEC 2021**  
**Baltic Shipping (Pvt) Ltd.**  
**As Agents**

Continued on attached list...

**FCL/FCL-CY/CY. SHIPPER LOAD, STOWED & COUNT.**  
**IF CONSIGNEE FAILS TO TAKE DELIVERY WITHIN 72 HOURS OF DATE OF ARRIVAL OF VESSEL CARRIER RESERVES THE RIGHTS TO DISPOSE THE CARGO AT THE JOINT AND SEVERAL COST AND CONSEQUENCES OF ALL NAMED IN THE BILL OF LADING.**  
**ABOVE PARTICULARS AS DECLARED BY SHIPPER - CARRIER NOT RESPONSIBLE - SUBJECT TO OTHER TERMS & CONDITIONS AS ON REVERSE**

Received in good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as mentioned above. The Particulars as stated above by shipper and the weight, measure, quantity, condition, contents and value of Goods are unknown to the Carrier. Quality, quantity, and nature of the cargo stuffed inside the container by the shipper is unknown to the carrier. One of these Combined Transport Bill of Lading must be surrendered duly endorsed in exchange for the goods. IN WITNESS whereof the original Combined Transport Bills of Lading all of this tenor and date have been signed in the number stated below one of which being accomplished and the other(s) to be void. The contract evidenced by or contained in this bill of lading is governed by the law of Pakistan and any claim dispute arising hereunder or in connection herewith shall be determined by the courts in Pakistan and no other courts. Cargo Insurance not provided by the Carriers. In case subject shipment is not loaded on vessel named aforesaid for any reason / is not cleared / claimed by the consignee and cargo is abandoned at destination or cargo is mis-declared by the shipper subject to any seizure of the shipment at port of loading or port of discharges all charges / penalties / fines / legal fee pertaining to this shipment will be for shipper's account and carrier hold shipper fully responsible for the same. All charges with regard to losses and / or damages to container(s) while empty container(s) is/are returned to lines custody at destination will be on consignee account. Destination THC, Container Detention charges and all other applicable ancillaries are payable at destination by consignee. The shipment will be held back by carrier/carrier's agent if shipper or consignee owes any money without any responsibility of claims on their part. In case shipment has been rejected by the authorities at the discharging port, re-shipment expenses, demurrage, detention etc. and all freight charges will be on shipper's account. Carrier is not responsible for the condition of cargo. Consignee to pay aforesaid charges including Delivery Order Charges, Ins., Gate Pass, House B/L, Bank Guarantee, Container Service Charges, Washing, Damage, Dirty, Oily, Lift on/off, Empty Delivery Charges and any other charges in addition to those indicated that the Line may levy from time to time as per Line's tariff available on request.

Agent to contact for release of goods <b>BS SHIPPING LINES LTD</b> <b>COLLYER TOWER,BLOCK -G,ROAD -2,PLOT-4,</b> <b>LANE-4,HALISHAHAR HOUSING ESTATE ,CHITTAGONG,</b> <b>BANGLADESH,TEL:88-031-2512564/2513024 FAX:88-031-25124455</b>	Freight payable at <b>KARACHI</b>
Number of Original Bs/L <b>THREE (3)</b>	Place and date of issue <b>LAHORE 21-DEC-21</b>
Total Freight Amount	For and on behalf of <b>Baltic Lines</b>

**BALTIC SHIPPING (PVT) LTD**  
**AS AGENT**



# ATTACHED LIST

B/L No: BSLKCTG39673

Vessel: NORTHERN GUARD

Voyage: 890

POL: KARACHI PORT PAKISTAN

POD: CHATTOGRAM SEAPORT, BANGLADESH

Container No.	Seal No.	No of Pkgs/Units	Description of Goods	Weight
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AT SHIPPER'S REQUEST TEMPERATURE SET  
AT+22 DEGREE CENTIGRADE. VENTILATION 15%

LINE/CARRIER IS NOT RESPONSIBLE FOR  
DAMAGE TO CARGO HOW SO EVER CAUSED.  
CARRIER NOT RESPONSIBLE FOR OVER  
STOWAGE ABOVE RECOMMENDED LOAD LINES  
1) SHIPPED AT SHIPPERS/RECEIVERS OWN  
RISK AND RESPONSIBILITIES.CARRIER  
RESERVES THE RIGHT TO DISPOSE OFF  
THE CARGO.  
IF DELIVERY NOT TAKEN AND EMPTY  
CONTAINER NOT RETURNED WITHIN SEVEN  
DAYS AND RENT SHALL BE CHARGES TO  
THE CONSIGNEE AS PER SPECIAL  
EQUIPMENT TARRIF BELOW.  
FIRST 07 DAYS FREE  
NEXT 05 DAYS US\$ 14/20' US\$ 28/40'  
NEXT 07 DAYS US\$ 28/20' US\$ 42/40'  
ONWARDS US\$ 56/20' US\$ 84/40'  
2) ALL DESTINATION ANCILLARIES ON  
CONSIGNEES' S ACCOUNT

Total No of Pkgs/units : 1 x 40'

Total GW : 19992.00 KGS



(3) If any goods shipped on the bill of lading are damaged, lost or destroyed, the carrier shall become a danger to the vessel, vehicle or cargo, they may in like manner be unloaded or landed at any place or destroyed or rendered innocuous by the Carrier, without liability on the part of the Carrier, except General Average, if any.

## 7. DESCRIPTION OF GOODS AND MERCHANT'S PACKING

(1) The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the Goods were taken in charge by the Carrier, of the description of the Goods, marks, numbers, quantity, weight and/or volume as furnished by him, and the Merchant shall defend, indemnify and hold harmless the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such obligation from the Merchant shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Merchant.

(2) Without prejudice to Clause 8 (A) (2) (c), the Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing of Goods or by faulty loading or packing within containers and trailers and on flats when such loading or packing has been performed by the Merchant or on behalf of the Merchant by a person other than the Carrier, or by defect or unsuitability of the containers, trailers or flats, when supplied by the Merchant, and shall defend, indemnify and hold harmless the Carrier against any additional expenses so caused.

(3) It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of the receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

(4) (a) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Goods have been properly stuffed in the Container and that its thermosstatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the said requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods by such non-compliance.

(b) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant installation or any apparatus of the Containers, provided that the Carrier shall before or at the beginning of the transport exercise due diligence to maintain the temperature controlled Container in an efficient state.

## 8. EXTENT OF LIABILITY

A. (1) The Carrier shall be liable for loss or damage to the Goods occurring between the time when he takes the Goods into his charge and the time of delivery.

(2) The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage was caused by:

(a) an act or omission of the Merchant, or person other than the Carrier acting on behalf of the Merchant or from whom the Carrier took the Goods in charge;

(b) insufficiency or defective condition of the packaging or marks and/or numbers;

(c) handling, loading, stowage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant;

(d) inherent vice of the Goods;

(e) strike, lockout, stoppage or restraint of labour, the consequences of which the Carrier could not prevent by the exercise of reasonable diligence;

(f) a nuclear incident if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable International Convention or National Law governing liability in respect of nuclear energy;

(g) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(3) The burden of proving that the loss or damage was due to one or more of the above causes or events 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 and events specified in (b) to (g) above, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of these causes or events.

B. When in accordance with Clause 8 A (1) the Carrier is liable to pay compensation in respect of loss or damage and the stage of transport where loss or damage occurred is known, the liability of the Carrier in respect of such loss or damage shall be:

(1) determined by the provisions contained in any International Convention or National Law, which provisions:

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

(b) would have applied if the claimant 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 in order to make such International Convention or National Law applicable.

(2) with respect to the transportation in the United States of America or in Canada to the Port of Loading or from the Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers' contracts of carriage and tariffs and any law compulsorily applicable.

The Carrier guarantees the fulfillment of such inland carriers' obligation under the contracts and tariffs.

## 9. CONTAINERS

(1) Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other Goods.

(2) 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 supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

(3) If a Container has been stuffed by or on behalf of the Merchant:

various other provisions of the Bill of Lading shall apply to the Goods as if they were stuffed by the Carrier.

(4) When the Carrier is used to transport Goods, the Carrier shall be deemed to have guaranteed to the Merchant the accuracy, at the time the Goods were taken in charge by the Carrier, of the description of the Goods, marks, numbers, quantity, weight and/or volume as furnished by him, and the Merchant shall defend, indemnify and hold harmless the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such obligation from the Merchant shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Merchant.

(5) Without prejudice to Clause 8 (A) (2) (c), the Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing of Goods or by faulty loading or packing within containers and trailers and on flats when such loading or packing has been performed by the Merchant or on behalf of the Merchant by a person other than the Carrier, or by defect or unsuitability of the containers, trailers or flats, when supplied by the Merchant, and shall defend, indemnify and hold harmless the Carrier against any additional expenses so caused.

(6) It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of the receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

(7) (a) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Goods have been properly stuffed in the Container and that its thermosstatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the said requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods by such non-compliance.

(b) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant installation or any apparatus of the Containers, provided that the Carrier shall before or at the beginning of the transport exercise due diligence to maintain the temperature controlled Container in an efficient state.

(8) A. (1) The Carrier shall be liable for loss or damage to the Goods occurring between the time when he takes the Goods into his charge and the time of delivery.

(2) The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage was caused by:

(a) an act or omission of the Merchant, or person other than the Carrier acting on behalf of the Merchant or from whom the Carrier took the Goods in charge;

(b) insufficiency or defective condition of the packaging or marks and/or numbers;

(c) handling, loading, stowage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant;

(d) inherent vice of the Goods;

(e) strike, lockout, stoppage or restraint of labour, the consequences of which the Carrier could not prevent by the exercise of reasonable diligence;

(f) a nuclear incident if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable International Convention or National Law governing liability in respect of nuclear energy;

(g) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(3) The burden of proving that the loss or damage was due to one or more of the above causes or events 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 and events specified in (b) to (g) above, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of these causes or events.

B. When in accordance with Clause 8 A (1) the Carrier is liable to pay compensation in respect of loss or damage and the stage of transport where loss or damage occurred is known, the liability of the Carrier in respect of such loss or damage shall be:

(1) determined by the provisions contained in any International Convention or National Law, which provisions:

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

(b) would have applied if the claimant 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 in order to make such International Convention or National Law applicable.

(2) with respect to the transportation in the United States of America or in Canada to the Port of Loading or from the Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers' contracts of carriage and tariffs and any law compulsorily applicable.

The Carrier guarantees the fulfillment of such inland carriers' obligation under the contracts and tariffs.

## 10. METHOD AND ROUTE OF TRANSPORTATION

(1) The Carrier may, at any time, with or without notice to the Merchant, use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front hereof or not; stow the Goods, whether containerized or not, on or under deck; transfer the Goods from one conveyance to another including transhipping or carrying the same on a vessel other than that named on the front hereof or by any other means of transport whatsoever; at any place unpack or remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in the discretion (whether or not the nearest or most direct or customary or advertised routes) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place; comply with any orders or recommendations given by any Government or Authority 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; permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked; permit the vessel to carry live stock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and all animals or unarm.

(2) The liberties set out in paragraph (1) of this Clause may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with paragraph (1) of this Clause or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

## 11. DELIVERY

If delivery of the Goods or any part thereof is not taken by the Merchant, at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereon, the Carrier shall be entitled to store the Goods or any part thereof at the sole risk of the Merchant, where upon the liability of the Carrier in respect of the Goods or that part thereof shall cease (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by the Carrier or any agent of sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

any Convention or law compulsorily applicable, the period covered by such Convention or law shall then apply but in that circumstance only.

## 24. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

## 25. PARTIAL INVALIDITY

If any provision in the Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained therein.

## 26. MODIFIED COMBINED TRANSPORT CLAUSE

In case of a combined transport carriage to or from:

1. Australia

2. C & S Countries

3. The Continent of Africa

4. The Middle East which, for the purposes of this Bill of Lading only, is expressly defined as: Afghanistan, Bahrain, Egypt, Iran, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, Turkey, United Arab Emirates and Yemen Arab Republic.

5. India, Pakistan, Bangladesh and Sri Lanka

6. The Peoples Republic of China

the responsibility of the Carrier prior to loading and subsequent to discharge from the vessel at a port of loading or discharge to or from such places, notwithstanding the provisions of 5(2) above, the provisions of 5(3) above will apply in that when the stage of carriage where the loss or damage occurred is known and the Carrier has sub-contracted that stage, the Carrier shall have the full benefit of all rights, limitations and exclusions of liability available to such sub-contractor in the Contract between the Carrier and such sub-contractor and in any law, statute or regulation and the liability of the Carrier shall not exceed the amount recovered, if any, by the Carrier from such sub-contractor.

## 27. FOR HOLDERS OF HOUSE BILL OF LADING

carrier/carriers agents if shipper and/or consignee owes any money with no responsibility of claims on their part.

(2) Contents/Condition of cargo unknown carrier/agents at load/discharge ports not responsible for any shortage in contents, mis-declaration of weight (volume/package/description etc & that all claims/consequences will be on the issuing authority of relevant house B/L(s).

(3) All destination facilities on consignee's account.

## 28. FOR PERISHABLE/REFRIGERATED CARGOES

(1) Shipped at shipper's/receiver's own risk and responsibilities.

(2) Perishable cargo-carrier reserves the right to dispose-off the cargo if delivery not taken within three days and rent @ US \$ 100/- per day per TEU shall be charge to the consignee.

(3) All destination ancillaries on consignee's account.

(4) Line/carrier/agents not responsible for damage to cargo to including but not limited to rot, decay, quality and deterioration.

(5) Carrier's liability ceases once cargo is above recommendation loads lines, inherent vice discoloration, over-ripening and/or rotten

(6) Perishable cargo-carrier not responsible including but not limited to any decay damage however caused to the cargo shipped at shipper's/receiver's own risk and responsibility.

## 29. PARAMOUNT DELIVERY CLAUSE

(1) All destination charges including detention as per special equipment tariff on consignee's account/special gear container on a/c of consignee.

(2) If delivery not taken within three days rent @ US \$ 100/- per day per TEU shall be charge to the consignee.

(3) All destination charges including detention as per special equipment tariff on consignee's account/special gear container on a/c of consignee.

## 30. PARAMOUNT DELIVERY CLAUSE

(1) All destination charges including detention as per special equipment tariff on consignee's account/special gear container on a/c of consignee.

(2) If delivery not taken within three days rent @ US \$ 100/- per day per TEU shall be charge to the consignee.

## 31. PARAMOUNT CLAUSE

Line and/or Carrier is liable for any/all claims if delivery of Cargo and/or Container(s) is not taken by Consignee immediately from the Port and/or Terminal from the date of discharge of Cargo and/or Containers.

31(A). Carrier is not liable / responsible for any damages and / or losses however caused to cargo by Vessel / Owners / Master / Agents at Load or Discharge Ports.