

Shipper NISHAT MILLS LIMITED 7-MAIN GULBERG, LAHORE, PAKISTAN.	
Consigned to the order of TO THE ORDER OF THE HSBC LTD , DHAKA, BANGLADESH, BIN:000771673-0403 FORM 'E'NO : AKB-2021-0000030723 DATED: 16/08/2021	
Notify Address (It is agreed that no responsibility shall attach to the carrier or its Agents for failure to notify) COSMOPOLITAN INDUSTRIES (PVT) LTD., FACTORY: KHEJUR BAGAN, BARA ASHULIA, SAVAR, DHAKA, BANGLADESH. DC NO. BBDDAK141286 AND DATE 210607 E-BIN:000771673-0403	
Pre-Carriage by	Place of Receipt by Pre-Carrier
Vessel	Port of Loading
BERNADETTE V :893	KARACHI PORT PAKISTAN
Port of Discharge	Place of Delivery
CHATTOGRAM SEAPORT, BANGLADESH	CHATTOGRAM SEAPORT, BANGLADESH

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

Bill of Lading No.
BSLKCTG37506



Baltic Lin



FIRST ORIGINAL

ORIGINAL

Marks and Nos.	Number and Kind of Packages & Description of Goods	Gross Weight	Measurement
MADE IN PAKISTAN NDF/SC- 51262/2021 NDF-03565/A07 FA151920 SP'22, CIPL-03397 FREIGHT PREPAID CONTAINER NO SEAL TRLU-164396-6 306623	362 ROLLS 01X40' REEFER H/C CONTAINER STC : 362 ROLLS FABRICS FOR 100 PCT EXPORT ORIENTED READYMADE GARMENTS INDUSTRY. DOCUMENTARY CREDIT NUMBER BBDDAK141286, BANGLADESH BANK REF NO.0000285921061078, LCA NO.371668, H.S.CODE NO.5209.32.00, TIN:590516243941, BIN:000771673-0403 IRC NO.260326120013219 UNDERT EXPORT CONTRACT NO.CIPL/093/21. AND FILE NO. CIPL-03377,CIPL-03378 ,CIPL-03388+03397 CBM : 48 "CARGO MUST BE RELEASED AGAINST	SAID TO WEIGH GR: 18389.00 KGS NT: 17665.00 KGS	SHIPPED ON BOARD 21 AUG 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	Freight payable at
BS SHIPPING LINES LTD	KARACHI
COLLYER TOWER,BLOCK -G,ROAD -2,PLOT-4,	Number of Original Bs/L
LANE-4,HALISHAHAR HOUSING ESTATE ,CHITTAGONG,	THREE (3)
BANGLADESH,TEL:88-031-2512564/2513024 FAX:88-031-2524455	Place and date of issue
	LAHORE 21-AUG-21
Total Freight Amount	For and on behalf of
	Baltic Lines BALTIC SHIPPING (PVT) LTD
	AS AGENT

ATTACHED LIST

B / L No : BSLKCTG37506

Vessel : BERNADETTE

Voyage : 893

POL : KARACHI PORT PAKISTAN

POD : CHATTOGRAM SEAPORT, BANGLADESH

Container No.	Seal No.	No of Pkgs/Units	Description of Goods	Weight
MADE IN PAKISTAN NDF/SC- 51262/2021 NDF-03565/A07 FA151920 SP'22, CIPL-03397			PRESENTATION OF ORIGINAL BILL OF LADING" EXPORTER REFERENCE : EXP/F-35/0115/2022 DATED : 16/08/2021 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	
MADE IN PAKISTAN NDF/SC- 51262/2021 NDF-03565/A07 FA151920 SP'22, CIPL-03397				
Total No of Pkgs/units : 1 x 40'			Total GW :	18389.00 KGS



(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 thermostatic 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.

(5) 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 insulation 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, storage 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 (f) 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:

...and a half times the freight payable for the goods delayed but not exceeding the total freight payable under the contract of carriage or the value of the Goods as determined in Clause 11 whichever is the lesser sum.

(2) If at any time the carriage of the Goods is affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the receipt of the Goods), whenever and wheresoever arising (whether or not the cargo has been unloaded) the Carrier may:

(a) without notice to the Merchant abandon the carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease.

(b) without prejudice to the Carrier's rights subsequently to abandon the Carriage under (a) above, continue the carriage. In any event the Carrier shall be entitled to full charges on Goods received for carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

(3) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any Government or Authority or any person acting or purporting to act as or on behalf of such Government or Authority.

12. DEFENCES

The defences and limits of liability provided for in these Conditions shall apply in any actions against the Carrier for loss of or damage or delay to the Goods whether the action be founded in contract or in tort.

14. LIABILITY OF OTHER PERSONS

(1) Any person or vessel whatsoever, including but not limited to, the Carrier's servants or agents, any independent contractor or his servants or agents, and all others by whom the whole or any part of the contract evidenced by this Bill of Lading, whether directly or indirectly, is procured, performed or undertaken, shall have the benefit of all provisions in this Bill of Lading benefitting the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.

(2) The aggregate of the amounts recoverable from the Carrier and the persons referred to in paragraph (2) of Clause 5 shall in no case exceed the limits provided for in these conditions.

15. 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 containerised 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 unpackage or remove Goods which have been stuffed in transport whatsoever in any manner whatsoever; proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) 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 on a Container and forward the same in any manner whatsoever; Authority or having 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 be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

(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.

16. 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, whereupon the liability of the Carrier in respect of the Goods or that part thereof stored as aforesaid (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.

2. C I 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

(1) All destination charges on consignees A/C. The shipment could be held back by carrier's 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 ancillaries on consignee's account.

28. FOR PERISHABLE/REFRIGERATED CARGOES

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

(2) Perishable cargo-carrier reserves the right to dispose of 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 not responsible for over stowage above recommendation loads lines, inherent vice discolouration, 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.

(7) Carrier not responsible for any claims due to over stowage above recommended loads lines, inherent vice discolouration, over-ripening and/or rotten damage.

29. FOR SPECIAL EQUIPMENTS

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

(2) 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

Carrier's liability ceases once cargo is removed from port area.

31. PARAMOUNT CLAUSE:

Line and/or Carriers not 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 howsoever caused to cargo by Vessel / Owners / Master / Agents at Load or Discharge Ports.