

TANKER BILL OF LADING

FIRST ORIGINAL



HANSA TANKERS

AMS DETAILS:

ICB NOS (USA): 9911DB434
EORI NOS (EU): FIN01101031450123
UK EORI: GB 079218193000

Shipped on board in apparent good order and condition by (shipper)

B/L NO.:

ETO 2504 0105

Shippers Ref. or PO Nos

SCAC CODE.:

SIPCHEM MARKETING COMPANY
P.O BOX 130, AL- KHOBAR 31952, SAUDI ARABIA

on board the tanker

EVA TOKYO

at the port of

AL- JUBAIL, SAUDI ARABIA

whereof

Capt. Rolando D. San Gabriel

is the Master, to be delivered to the port of

KARACHI SEAPORT, PAKISTAN

Consignee/Order of

TO THE ORDER OF
HABIB METROPOLITAN BANK
LTD, KARACHI PAKISTAN

Notify

NIMIR RESINS LIMITED, 12B NEW
MUSLIM TOWN, LAHORE, PAKISTAN
AND HABIB METROPOLITAN BANK
LTD, KARACHI PAKISTAN

A QUANTITY IN BULK SAID BY THE SHIPPER TO BE:

COMMODITY

(Name of product - IMO Name):

VINYL ACETATE MONOMER IN BULK

Marpol Category:

Annex II cat Y

UN NOS

CAS NOS

Bill of Lading Figure [Mts]

Ship Figure [Mts] [Mts]

B/L QUANTITY:

Said by the shipper to metric tons (Mts)

157.334

FREIGHT PAYABLE AS PER CHARTER PARTY
CLEAN ON BOARD

CONDITION:

LC NO: LCU/02/096/2842 DATE: 250422
H.S. CODE NO. 2915.3200
NTN NO 1872101-0

"This shipment said to be **157.334** metric tons was loaded on board the vessel as part of one original lot of **2,307.563** metric tons with no segregation as to parcels, neither the vessel nor the owners assume any responsibilities for the consequences of such commingling nor the separation thereof at the time of delivery"

OCEAN CARRIAGE STOWAGE

6P, 9P, 9S

The quantity, measurement, weight, gauge, quality, nature and value and actual condition of the cargo unknown to the Vessel and the Master, to be delivered at the port of discharge or so near thereto as the Vessel can safely get, always afloat upon prior payment of freight as agreed. Freight payable as per charter party.

All terms, liberties and exceptions of the Charter Party including the law and arbitration clause /dispute resolution clause, are herewith incorporated to the terms this shipment is carried under and pursuant to the terms of the Charter dated

MAY 14 2025

Month Day Year

Between

HANSA TANKERS AS

As agent for owners

and

SAHARA INTERNATIONAL PETROCHEMICAL COMPANY (SIPCHEM)

as Charterer, and all the terms (including Arbitration Clause) whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment. Copy of the Charter may be obtained from the Shipper or Charterer. If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or similar legislation giving statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels of August 25, 1924, ("the Hague Rules") or the Hague Rules as amended by the protocol signed at Brussels on 23rd February 1968 ("the Hague/Vishby Rules") applies by reason of the port of loading or discharge being in territory in which the said Act or other similar legislation is in force, this Bill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further. The contract of carriage evidenced by this Bill of Lading is between the shipper, consignee and/or owner of the cargo and the owner or demise charterer of the vessel named herein to carry the cargo described above. It is understood and agreed that, other than said shipowner or demise charter, no person, firm or corporation or other legal entity whatsoever, is or shall be deemed to be liable with respect to the shipment as carrier, bailee or otherwise in contract or in tort. If, however, it shall be adjudged that any other than said ship owner or demise charterer is carrier or bailee of said shipment or under any responsibility with respect thereto, all limitations of or exonerations from liability and all defenses provided by law or by the terms of the contract of carriage shall be available to such other. The New Jason, Both-to-Blaine Collision and Himalaya clauses are incorporated herewith.

In Witness Whereof, the Master has signed

THREE(3)

Bills of Lading of this tenor and date, one of

Which being accomplished, the others will be void.

Dated at

AL JUBAIL, SAUDI ARABIA

this

06

Day of

JUNE

2025

Comments

Dis Port Agent: Eastwind Shipping Company Private Limited

401, 4th Floor Bahria Complex II, M.T. Khan Road, 74000, Karachi, Pakistan, Email: ops@ews.com.pk, Phone: +92 21356702514

Sharaf Shipping Agency Co. Ltd.

As Agent for and on behalf of

Capt. Rolando D. San Gabriel, Master of "EVA TOKYO"

See also next page which forms an integral part of this Bill of Lading document



Hansa Tankers Form 22 - Version 6.0
Page 1 of 2

Conditions of Carriage

(1) 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 23rd 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.

(d) If the carriage covered by this Bill of Lading includes Carriage to or from a port or place in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Goods by Sea Act 1936 (US COGSA), the terms of which are incorporated herein and shall govern throughout the entire Carriage set forth in this Bill of Lading. Neither the Hague nor Hague-Visby Rules shall apply to the Carriage to or from the United States. The Carrier shall be entitled to the benefits of the defences and limitations in US COGSA, whether the loss or damage to the Goods occurs at sea or not.

(2) 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.

(3) 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, the Owners of the cargo or the Holder of this Bill of Lading shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expense of a General Average nature that may be made to incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging 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 or Holder of this Bill of Lading to the Carrier before delivery.

(4) BOTH-TO-BLAAME 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 and the Holder of this Bill of Lading will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners 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.

(5) NOTICE OF LOSS OR DAMAGE TO THE GOODS

Unless Notice of Loss or Damage to the Goods and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within 3 (three) days, such removal shall be *prima facie* evidence of the delivery by the carrier of the goods as described in the bill of lading. (Hague-Visby Rules Article III Rule 6)

(6) TIME BAR.

All liability whatsoever of the Carrier shall cease unless suit is brought within 1 (one) year after delivery of the goods or the date when the goods should have been delivered.

(7) CARGO LOSS

The Carrier shall not be liable for any short quantum cargo quantity below 0.5% as determined by the discrepancy between the quantities of cargo received onboard the vessel in Port of Loading and the ship's figure in Port of Discharge.

(8) LIMITATION OF LIABILITY

The Carrier shall have the benefit of all applicable limitations of and exemptions from liability accorded to the Carrier by any laws, statutes, or regulations of any country for the time being in force notwithstanding any provision of the charter party.

(9) HIMALAYA CARGO CLAUSE

- (a) For the purposes of this contract, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier); underlying carriers; stevedores and terminal operators; and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.
- (b) It is hereby expressly agreed that no Servant shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee, receiver, holder, or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect, or default on the Servant's part while acting in the course of or in connection with the performance of this contract.
- (c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Ad II Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the Carrier, who shall be entitled to enforce the same against the Merchant.
- (d) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Servant of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and (ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, he will indemnify the Carrier against all consequences thereof.
- (e) For the purpose of sub-paragaphs (a)-(e) of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons mentioned in sub-clause (a) above who are his Servant and all such persons shall to this extent be or be deemed to be parties to this contract.

For particulars of cargo, freight, destination etc., see overleaf on page 1]

TANKER BILL OF LADING

SECOND ORIGINAL



HANSA TANKERS

Ship Code: A3A Version: V1A/Cargo: 50A (C) Date: 06/07/2025

ETO 2504 0105

AMS DETAILS:

ICB NOS (USA): 9911DB434
FONI NOS (EU): FIN01101031450123
UK EORI: GB 079218193000

Shipped on board in apparent good order and condition by (shipper)

B/L NO.:

Shippers Ref. or PO Nos

SCAC CODE.:

SIPCHEM MARKETING COMPANY
P.O BOX 130, AL-KHOBAR 31952, SAUDI ARABIA

on board the tanker

EVA TOKYO

at the port of

AL- JUBAIL, SAUDI ARABIA

whereof

Capt. Rolando D. San Gabriel

is the Master, to be delivered to the port of

KARACHI SEAPORT, PAKISTAN

Consignee/Order of

TO THE ORDER OF
HABIB METROPOLITAN BANK LTD, KARACHI PAKISTAN

Notify

NIMIR RESINS LIMITED, 12B NEW MUSLIM TOWN, LAHORE, PAKISTAN AND HABIB METROPOLITAN BANK LTD, KARACHI PAKISTAN

A QUANTITY IN BULK SAID BY THE SHIPPER TO BE:

COMMODITY

(Name of product - IMO Name):

VINYL ACETATE MONOMER IN BULK

Marpol Category:

Annex II cat Y

UN NOS

CAS NOS

Bill of Lading Figure [Mts]

Ship Figure [Mts] [Mts]

B/L QUANTITY:

Said by the shipper to metric tons (Mts)

157.334

FREIGHT PAYABLE AS PER CHARTER PARTY
CLEAN ON BOARD

CONDITION:

LC NO: LCU/02/096/2842 DATE: 250422
H.S.CODE NO. 2915.3200
NTN NO 1872101-0

"This shipment said to be 157.334 metric tons was loaded on board the vessel as part of one original lot of 2,307.563 metric tons with no segregation as to parcels, neither the vessel nor the owners assume any responsibilities for the consequences of such commingling nor the separation thereof at the time of delivery"

OCEAN CARRIAGE STOWAGE

6P, 9P, 9S

The quantity, measurement, weight, gauge, quality, nature and value and actual condition of the cargo unknown to the Vessel and the Master, to be delivered at the port of discharge or so near thereto as the Vessel can safely get, always afloat upon prior payment of freight as agreed. Freight payable as per charter party.

All terms, liberties and exceptions of the Charter Party including the law and arbitration clause /dispute resolution clause, are herewith incorporated to the terms this shipment is carried under and pursuant to the terms of the Charter dated

MAY 14 2025

Month Day Year

Between

HANSA TANKERS AS
As agent for owners

and

SAHARA INTERNATIONAL PETROCHEMICAL COMPANY (SIPCHEM)

as Charterer, and all the terms (including Arbitration Clause) whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment. Copy of the Charter may be obtained from the Shipper or Charterer. If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or similar legislation giving statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels of August 25, 1924, ("the Hague Rules") or the Hague Rules as amended by the protocol signed at Brussels on 23rd February 1968 ("the Hague/Visby Rules") applies by reason of the port of loading or discharge being in territory in which the said Act or other similar legislation is in force, this Bill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further. The contract of carriage evidenced by this Bill of Lading is between the shipper, consignee and/or owner of the cargo and the owner or demise charterer of the vessel named herein to carry the cargo described above. It is understood and agreed that, other than said shipowner or demise charterer, no person, firm or corporation or other legal entity whatsoever, is or shall be deemed to be liable with respect to the shipment as carrier, bailee or otherwise in contract or in tort. If, however, it shall be adjudged that any other than said ship owner or demise charterer is carrier or bailee of said shipment or under any responsibility with respect thereto, all limitations of or exonerations from liability and all defenses provided by law or by the terms of the contract of carriage shall be available to such other. The New Jason, Both-to-Blame Collision and Himalaya clauses are incorporated herewith.

In Witness Whereof, the Master has signed

THREE(3)

Bills of Lading of this tenor and date, one of

Which being accomplished, the others will be void.

Dated at

AL JUBAIL, SAUDI ARABIA

this

06

Day of

JUNE

2025

Comments

Dis Port Agent: Eastwind Shipping Company Private Limited
401, 4th Floor Bahria Complex II, M.T. Khan Road, 74000, Karachi, Pakistan, Email: ops@ews.com.pk, Phone: +92 21356702514

Sharaf Shipping Agency Co. Ltd.

As Agent for and on behalf of

Capt. Rolando D. San Gabriel, Master of "EVA TOKYO"

See also next page which forms an integral part of this Bill of Lading document

Hansa Tankers Form 22 - Version 8.0
Page 1 of 2

As Agents Only



Conditions of Carriage

(1) 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 23rd 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.

(d) If the carriage covered by this Bill of Lading includes Carriage to or from a port or place in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Goods by Sea Act 1936 (US COGSA), the terms of which are incorporated herein and shall govern throughout the entire Carriage set forth in this Bill of Lading. Neither the Hague nor Hague-Visby Rules shall apply to the Carriage to or from the United States. The Carrier shall be entitled to the benefits of the defenses and limitations in US COGSA, whether the loss or damage to the Goods occurs at sea or not.

(2) 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.

(3) 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, the Owners of the cargo or the Holder of this Bill of Lading 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 saving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said saving vessel or vessels belonged to strangers. Such deposits 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 or Holder of this Bill of Lading to the Carrier before delivery.

(4) 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 and the Holder of this Bill of Lading 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.

(5) NOTICE OF LOSS OR DAMAGE TO THE GOODS

Unless Notice of Loss or Damage to the Goods and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within 3 (three) days, such removal shall be *prima facie* evidence of the delivery of the goods as described in the bill of lading. (Hague-Visby Rules Article III Rule 6)

(6) TIME BAR

All liability whatsoever of the Carrier shall cease unless suit is brought within 1 (one) year after delivery of the goods or the date when the goods should have been delivered.

(7) CARGO LOSS

The Carrier shall not be liable for any short return cargo quantity below 0.5% as determined by the discrepancy between the quantities of cargo received onboard the vessel in Port of Loading and the ship's figure in Port of Discharge.

(8) LIMITATION OF LIABILITY

The Carrier shall have the benefit of all applicable limitations of and exemptions from liability accorded to the Carrier by any laws, statutes, or regulations of any country for the time being in force notwithstanding any provision of the charter party.

(9) HIMALAYA CARGO CLAUSE

- (a) For the purposes of this contract, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier), underlying carriers, stevedores and terminal operators, and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct commercial privity with the Carrier or not.
- (b) It is hereby expressly agreed that no Servant shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee, receiver, holder, or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this contract.
- (c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder, including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the Carrier, who shall be entitled to enforce the same against the Merchant.
- (d) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Servant of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and (ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, he will indemnify the Carrier against all consequences thereof.
- (e) For the purpose of sub-paragraphs (a)-(d) of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons mentioned in sub-clause (a) above who are his Servants and all such persons shall to this extent be or be deemed to be parties to this contract.

For particulars of cargo, freight, destination etc., see overleaf on page 11

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(6) TIME BAR.

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(9) HIMALAYA CARGO CLAUSE

- (a) For the purposes of this contract, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier), underlying carriers, stevedores and terminal operators; and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.
- (b) It is hereby expressly agreed that no Servant shall, in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee, receiver, holder, or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this contract.
- (c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the Carrier, who shall be entitled to enforce the same against the Merchant.
- (d) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Servant of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and (ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, he will indemnify the Carrier against all consequences thereof.
- (e) For the purpose of sub-paragrapgs (a)-(d) of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons mentioned in sub-clause (a) above who are his Servant and all such persons shall to this extent be or be deemed to be parties to this contract.

For particulars of cargo, freight, destination etc., see overleaf on page 1

TANKER BILL OF LADING



HANSA TANKERS

NON NEGOTIABLE

AMS DETAILS:

ICB NOS (USA): 9911DB434
EORI NOS (EU): FIN01101031450123
UK EORI: GB 079218193000

Shipped on board in apparent good order and condition by (shipper)

B/L NO.:

ETO 2504 0105

Shippers Ref. or PO Nos

SCAC CODE.:

SIPCHEM MARKETING COMPANY
P.O BOX 130, AL-KHOBAR 31952, SAUDI ARABIA

on board the tanker

EVA TOKYO

at the port of

AL-JUBAIL, SAUDI ARABIA

whereof

Capt. Rolando D. San Gabriel

is the Master, to be delivered to the port of

KARACHI SEAPORT, PAKISTAN

Consignee/Order of

TO THE ORDER OF
HABIB METROPOLITAN BANK
LTD, KARACHI PAKISTAN

Notify

NIMIR RESINS LIMITED, 12B NEW
MUSLIM TOWN, LAHORE, PAKISTAN
AND HABIB METROPOLITAN BANK
LTD, KARACHI PAKISTAN

A QUANTITY IN BULK SAID BY THE SHIPPER TO BE:

COMMODITY

VINYL ACETATE MONOMER IN BULK

Marpol Category:

Annex II cat Y

(Name of product - IMO Name):

UN NOS

CAS NOS

Bill of Lading Figure [Mts]

Ship Figure [Mts] [Mts]

B/L QUANTITY:

Said by the shipper to metric tons (Mts)

157.334

FREIGHT PAYABLE AS PER CHARTER PARTY
CLEAN ON BOARD

CONDITION:

LC NO: LCU/02/096/2842 DATE: 250422
H.S.CODE NO. 2915.3200
NTN NO 1872101-0

"This shipment said to be 157.334 metric tons was loaded on board the vessel as part of one original lot of 2,307.563 metric tons with no segregation as to parcels, neither the vessel nor the owners assume any responsibilities for the consequences of such commingling nor the separation thereof at the time of delivery"

OCEAN CARRIAGE STOWAGE

6P, 9P, 9S

The quantity, measurement, weight, gauge, quality, nature and value and actual condition of the cargo unknown to the Vessel and the Master, to be delivered at the port of discharge or so near thereto as the Vessel can safely get, always afloat upon prior payment of freight as agreed. Freight payable as per charter party.

All terms, liberties and exceptions of the Charter Party including the law and arbitration clause /dispute resolution clause, are herewith incorporated to the terms this shipment is carried under and pursuant to the terms of the Charter dated

MAY 14 2025

Month Day Year

Between

HANSA TANKERS AS

and

As agent for owners

SAHARA INTERNATIONAL PETROCHEMICAL COMPANY (SIPCHEM)

as Charterer, and all the terms (including Arbitration Clause) whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment. Copy of the Charter may be obtained from the Shipper or Charterer. If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or similar legislation giving statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels of August 25, 1924, "(the Hague Rules) or the Hague Rules as amended by the protocol signed at Brussels on 23rd February 1968 (the Hague/Vishby Rules)" applies by reason of the port of loading or discharge being in territory in which the said Act or other similar legislation is in force, this Bill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further. The contract of carriage evidenced by this Bill of Lading is between the shipper, consignee and/or owner of the cargo and the owner or demise charterer of the vessel named herein to carry the cargo described above. It is understood and agreed that, other than said shipowner or demise charterer, no person, firm or corporation or other legal entity whatsoever, is or shall be deemed to be liable with respect to the shipment as carrier, bailee or otherwise in contract or in tort. If, however, it shall be adjudged that any other than said ship owner or demise charterer is carrier or bailee of said shipment or under any responsibility with respect thereto, all limitations of or exonerations from liability and all defenses provided by law or by the terms of the contract of carriage shall be available to such other. The New Jason, Both-to-Blame Collision and Himalaya clauses are incorporated herewith.

In Witness Whereof, the Master has signed

THREE(3)

Bills of Lading of this tenor and date, one of

Which being accomplished, the others will be void.

Dated at

AL JUBAIL, SAUDI ARABIA

this

06

Day of

JUNE

2025

Comments

Dis Port Agent: Eastwind Shipping Company Private Limited
401, 4th Floor Bahria Complex II, M.T. Khan Road, 74000, Karachi, Pakistan, Email: ops@ews.com.pk, Phone: +92 21356702514

Sharaf Shipping Agency Co. Ltd.

As Agent for and on behalf of

Capt. Rolando D. San Gabriel, Master of "EVA TOKYO"

See also next page which forms an integral part of this Bill of Lading document



Conditions of Carriage

(1) 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 23rd 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.

(d) If the carriage covered by this Bill of Lading includes Carriage to or from a port or place in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Goods by Sea Act 1936 (US COGSA), the terms of which are incorporated herein and shall govern throughout the entire Carriage set forth in this Bill of Lading. Neither the Hague nor Hague-Visby Rules shall apply to the Carriage to or from the United States. The Carrier shall be entitled to the benefits of the defenses and limitations in US COGSA, whether the loss or damage to the Goods occurs at sea or not.

(2) 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.

(3) 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, the Owners of the cargo or the Holder of this Bill of Lading 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 salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging 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 or Holder of this Bill of Lading to the Carrier before delivery.

(4) BOTH-TO-BLAAME 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 and the Holder of this Bill of Lading 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.

(5) NOTICE OF LOSS OR DAMAGE TO THE GOODS

Unless Notice of Loss or Damage to the Goods and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within 3 (three) days, such removal shall be *prima facie* evidence of the delivery by the carrier of the goods as described in the bill of lading. (Hague-Visby Rules Article III Rule 6)

(6) TIME BAR

All liability whatsoever of the Carrier shall cease unless suit is brought within 1 (one) year after delivery of the goods or the date when the goods should have been delivered.

(7) CARGO LOSS

The Carrier shall not be liable for any short-quantity cargo quantity below 0.5% as determined by the discrepancy between the quantities of cargo received onboard the vessel in Port of Loading and the ship's figure in Port of Discharge.

(8) LIMITATION OF LIABILITY

The Carrier shall have the benefit of all applicable limitations of and exemptions from liability accorded to the Carrier by any laws, statutes, or regulations of any country for the time being in force notwithstanding any provision of the charter party.

(9) HIMALAYA CARGO CLAUSE

- (a) For the purposes of this contract, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier), underlying carriers, stevedores and terminal operators; and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.
- (b) It is hereby expressly agreed that no Servant shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee, receiver, holder, or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect, or default on the Servant's part while acting in the course of or in connection with the performance of this contract.
- (c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder, including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the Carrier who shall be entitled to enforce the same against the Merchant.
- (d) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Servant of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and (ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, he will indemnify the Carrier against all consequences thereof.
- (e) For the purpose of subparagraphs (a)-(e) of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons mentioned in sub-clause (a) above who are his Servant and all such persons shall to this extent be or be deemed to be parties to this contract.

For particulars of cargo, freight, destination etc., see overleaf on page 1]

TANKER BILL OF LADING



HANSA TANKERS

NON NEGOTIABLE

AMS DETAILS:

ICB NOS (USA): 99110B434
EORI NOS (EU): FIN01101031450123
UK EORI: GB 079218193000

Shipped on board in apparent good order and condition by (shipper)

B/L NO.:

Shippers Ref. or PO Nos

ETO 2504 0105

SCAC CODE.:

SIPCHEM MARKETING COMPANY
P.O BOX 130, AL-KHOBAR 31952, SAUDI ARABIA

Ship code(A3)or Vessel code(VA3)Cargo Sub(CS)Bolus no(22)

Container Code: Ship code(A3)or Vessel code(VA3)or cargo code(CS)Bolus no(22)

on board the tanker

EVA TOKYO

at the port of

AL- JUBAIL, SAUDI ARABIA

whereof

Capt. Rolando D. San Gabriel

is the Master, to be delivered to the port of

KARACHI SEAPORT, PAKISTAN

Consignee/Order of

TO THE ORDER OF
HABIB METROPOLITAN BANK
LTD, KARACHI PAKISTAN

Notify

NIMIR RESINS LIMITED, 12B NEW
MUSLIM TOWN, LAHORE, PAKISTAN
AND HABIB METROPOLITAN BANK
LTD, KARACHI PAKISTAN

A QUANTITY IN BULK SAID BY THE SHIPPER TO BE:

COMMODITY

(Name of product - IMO Name):

VINYL ACETATE MONOMER IN BULK

Marpol Category:

Annex II cat Y

UN NOS

CAS NOS

Bill of Lading Figure [Mts]

Ship Figure [Mts] [Mts]

B/L QUANTITY:

Said by the shipper to metric tons (Mts)

157.334

CONDITION:

FREIGHT PAYABLE AS PER CHARTER PARTY
CLEAN ON BOARD

LC NO: LCU/02/096/2842 DATE: 250422

H.S.CODE NO. 2915.3200

NTN NO 1872101-0

"This shipment said to be 157.334 metric tons was loaded on board the vessel as part of one original lot of 2,307.563 metric tons with no segregation as to parcels, neither the vessel nor the owners assume any responsibilities for the consequences of such commingling nor the separation thereof at the time of delivery"

OCEAN CARRIAGE STOWAGE

6P, 9P, 9S

The quantity, measurement, weight, gauge, quality, nature and value and actual condition of the cargo unknown to the Vessel and the Master, to be delivered at the port of discharge or so near thereto as the Vessel can safely get, always afloat upon prior payment of freight as agreed. Freight payable as per charter party.

All terms, liberties and exceptions of the Charter Party including the law and arbitration clause /dispute resolution clause, are herewith incorporated to the terms this shipment is carried under and pursuant to the terms of the Charter dated

MAY

14

2025

Month

Day

Year

Between

HANSA TANKERS AS
As agent for owners

and

SAHARA INTERNATIONAL PETROCHEMICAL
COMPANY (SIPCHEM)

as Charterer, and all the terms (including Arbitration Clause) whatsoever of the said Charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment. Copy of the Charter may be obtained from the Shipper or Charterer. If this Bill of Lading is a document of title to which the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or similar legislation giving statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels of August 25, 1924, ("the Hague Rules") or the Hague Rules as amended by the protocol signed at Brussels on 23rd February 1968 ("the Hague/Vishy Rules") applies by reason of the port of loading or discharge being in territory in which the said Act or other similar legislation is in force, this Bill of Lading shall have effect subject to the provisions of the said Act or other similar legislation, as the case may be, which shall be deemed incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act or other similar legislation. If any term of this Bill of Lading is repugnant to the said Act or other similar legislation as so incorporated, such terms shall be void to that extent but no further. The contract of carriage evidenced by this Bill of Lading is between the shipper, consignee and/or owner of the cargo and the owner or demise charterer of the vessel named herein to carry the cargo described above. It is understood and agreed that, other than said shipowner or demise charterer, no person, firm or corporation or other legal entity whatsoever, is or shall be deemed to be liable with respect to the shipment as carrier, bailee or otherwise in contract or in tort. If, however, it shall be adjudged that any other than said ship owner or demise charterer is carrier or bailee of said shipment or under any responsibility with respect thereto, all limitations of or exonerations from liability and all defenses provided by law or by the terms of the contract of carriage shall be available to such other. The New Jason, Both-to-Blame Collision and Himalaya clauses are incorporated herewith.

In Witness Whereof, the Master has signed

THREE(3)

Bills of Lading of this tenor and date, one of

Which being accomplished, the others will be void.

Dated at

AL JUBAIL, SAUDI ARABIA

this

06

Day of

JUNE

2025

Comments

Dis Port Agent: Eastwind Shipping Company Private Limited
401, 4th Floor Bahria Complex II, M.T. Khan Road, 74000, Karachi, Pakistan, Email: ops@ews.com.pk, Phone: +92 21356702514

Sharaf Shipping Agency Co. Ltd.

As Agent for and on behalf of

Capt. Rolando D. San Gabriel, Master of "EVA TOKYO"

See also next page which forms an integral part of this Bill of Lading document



Conditions of Carriage

(1) 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 23rd 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.

(d) If the carriage covered by this Bill of Lading includes Carriage to or from a port or place in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Goods by Sea Act 1936 (US COGSA), the terms of which are incorporated herein and shall govern throughout the entire Carriage set forth in this Bill of Lading. Neither the Hague nor Hague-Visby Rules shall apply to the Carriage to or from the United States. The Carrier shall be entitled to the benefits of the defenses and limitations in US COGSA, whether the loss or damage to the Goods occurs at sea or not.

(2) 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.

(3) 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, the Owners of the cargo or the Holder of this Bill of Lading 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 salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging 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 or Holder of this Bill of Lading to the Carrier before delivery.

(4) BOTH-TO-BLAKE 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 and the Holder of this Bill of Lading 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.

(5) NOTICE OF LOSS OR DAMAGE TO THE GOODS

Unless Notice of Loss or Damage to the Goods and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within 3 (three) days, such removal shall be *prima facie* evidence of the delivery of the goods as described in the bill of lading. (Hague-Visby Rules Article III Rule 6)

(6) TIME BAR

All liability whatsoever of the Carrier shall cease unless suit is brought within 1 (one) year after delivery of the goods or the date when the goods should have been delivered.

(7) CARGO LOSS

The Carrier shall not be liable for any short quantum cargo quantity below 0.5% as determined by the discrepancy between the quantities of cargo received onboard the vessel in Port of Loading and the ship's figure in Port of Discharge.

(8) LIMITATION OF LIABILITY

The Carrier shall have the benefit of all applicable limitations of and exemptions from liability accorded to the Carrier by any laws, statutes, or regulations of any country for the time being in force notwithstanding any provision of the charter party.

(9) HIMALAYA CARGO CLAUSE

(a) For the purposes of this contract, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier), underlying carriers, stevedores and terminal operators, and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.

(b) It is hereby expressly agreed that no Servant shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee, receiver, holder, or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this contract.

(c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the Carrier, who shall be entitled to enforce the same against the Merchant.

(d) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Servant of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and (ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, he will indemnify the Carrier against all consequences thereof.

(e) For the purpose of sub-paragraphs (a)-(e) of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons mentioned in sub-clause (a) above who are his Servant and all such persons shall to this extent be or be deemed to be parties to this contract.

For particulars of cargo, freight, destination etc., see overleaf on page 1

Conditions of Carriage

(1) 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 23rd 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 23rd 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.

(d) If the carriage covered by this Bill of Lading includes Carriage to or from a port or place in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Goods by Sea Act 1936 (US COGSA), the terms of which are incorporated herein and shall govern throughout the entire Carriage set forth in this Bill of Lading. Neither the Hague nor Hague-Visby Rules shall apply to the Carriage to or from the United States. The Carrier shall be entitled to the benefits of the defenses and limitations in US COGSA, whether the loss or damage to the Goods occurs at sea or not.

(2) 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.

(3) 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, the Owners of the cargo or the Holder of this Bill of Lading 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 or Holder of this Bill of Lading to the Carrier before delivery.

(4) BOTH-TO-BLAKE 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 and the Holder of this Bill of Lading 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.

(5) NOTICE OF LOSS OR DAMAGE TO THE GOODS

Unless Notice of Loss or Damage to the Goods and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within 3 (three) days, such removal shall be *prima facie* evidence of the delivery by the carrier of the goods as described in the bill of lading. (Hague-Visby Rules Article III Rule 6)

(6) TIME BAR

All liability whatsoever of the Carrier shall cease unless suit is brought within 1 (one) year after delivery of the goods or the date when the goods should have been delivered.

(7) CARGO LOSS

The Carrier shall not be liable for any short return cargo quantity below 0.5% as determined by the discrepancy between the quantities of cargo received onboard the vessel in Port of Loading and the ship's figure in Port of Discharge.

(8) LIMITATION OF LIABILITY

The Carrier shall have the benefit of all applicable limitations of and exemptions from liability accorded to the Carrier by any laws, statutes, or regulations of any country for the time being in force notwithstanding any provision of the charter party.

(9) HIMALAYA CARGO CLAUSE

- (a) For the purposes of this clause, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier); underlying carriers; stevedores and terminal operators; and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.
- (b) It is hereby expressly agreed that no Servant shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee, receiver, holder, or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this contract.
- (c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the Carrier, who shall be entitled to enforce the same against the Merchant.
- (d) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Servant of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and (ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, he will indemnify the Carrier against all consequences thereof.
- (e) For the purpose of sub-paragraphs (a)-(e) of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons mentioned in sub-clause (a) above who are his Servant and all such persons shall to this extent be or be deemed to be parties to this contract.

For particulars of cargo, freight, destination etc., see overleaf on page 1