

# TANKER BILL OF LADING



HANSA TANKERS

## FIRST ORIGINAL

AMS DETAILS:

ICB NOS (USA): 9911DB434  
EORI NOS (EU): FINO1101031450123  
UK EORI: GB 079218193009

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

on board the tanker

B/L NO.: EMA 2406 1003  
Shippers Ref. or PO Nos  
SCAC CODE.: HAKE AAA YYAA CCZZ  
Printed on Recycled Paper, 100% Post-Consumer Waste Content, FSC® Certified

**KEMPAR ENERGY PTE LTD**  
10 ANSON ROAD,  
27-13 INTERNATIONAL PLAZA, SINGAPORE 079903

whereof

EVA MANILA at the port of KAOHSIUNG, TAIWAN

Consignee/Order of

TO THE ORDER OF HDFC BANK,  
MUMBAI INDIA

Notify

is the Master, to be delivered to the port of JNPT PORT, INDIA  
**PIONEER CHEMICAL INDUSTRIES,  
PIONEER WAREHOUSEING CO.,1075/1 AND 2  
KAMAT GHAR, ANJUR PHATA, BHIWANDI,  
THANE MAHARSHTRA-400302, INDIA**

### A QUANTITY IN BULK SAID BY THE SHIPPER TO BE:

COMMODITY

MIXED XYLENE (ISOMER GRADE) IN BULK

(Name of product – IMO Name):

Marpol Category:

<>

UN NOS

<Insert>

CAS NOS

<Insert>

Bill of Lading Figure [Mts]

Ship Figure [Mts] | Mts

B/L QUANTITY:

Said by the shipper to metric tons (Mts)

500.000 MT

CLEAN ON BOARD

FREIGHT PAYABLE AS PER CHARTER PARTY

PAN NO OF IMPORTER : AAAFP2353D IEC CODE : 0301000905 GST NO : 27AAAFP2353D1ZN

CONDITION:

EMAIL ID : PIONEER AT THE RATE PIONEERCHEMICAL.IN AND GOPALBHATT AT THE RATE  
PIONEERCHEMICAL.IN  
HS CODE: 27073000 UN NO: 1307, IMDG CODE – CLASS 3

"This shipment said to be 500.000 metric tons was loaded on board the vessel as part of one original lot of 1,904.721 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 6S, 8P

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

JUNE 26TH 2024

Month Day Year

Between

HANSA TANKERS AS  
As agent for owners

and

KEMPAR ENERGY PTE LTD

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 23<sup>rd</sup> 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 SINGAPORE AS AT KAOHSIUNG, TAIWAN

this 01ST Day of JULY 2024

Comments

SINGA SHIP MANAGEMENT PTE LTD, AS AGENTS ONLY  
FOR AND ON BEHALF OF MASTER, CAPT. CABANAS RESTITUTO NIPAS  
OF EVA MANILA



# TANKER BILL OF LADING



## SECOND ORIGINAL

### 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.:

HANSA TANKERS

EMA 2406 1003

Shippers Ref. or PO Nos

SCAC CODE.:

HAKE

AAA YYAA CCZZ

**KEMPAR ENERGY PTE LTD**  
**10 ANSON ROAD,**  
**27-13 INTERNATIONAL PLAZA, SINGAPORE 079903**

on board the tanker

EVA MANILA

at the port of

KAOHSIUNG, TAIWAN

whereof

CAPT. CABANAS RESTITUTO NIPAS

is the Master, to be delivered  
to the port of

JNPT PORT, INDIA

Consignee/Order of

TO THE ORDER OF HDFC BANK,  
MUMBAI INDIA

Notify

PIONEER CHEMICAL INDUSTRIES,  
 PIONEER WAREHOUSEING CO.,1075/1 AND 2  
 KAMAT GHAR, ANJUR PHATA, BHIWANDI,  
 THANE MAHARSHTRA-400302, INDIA

### A QUANTITY IN BULK SAID BY THE SHIPPER TO BE:

COMMODITY

MIXED XYLENE (ISOMER GRADE) IN BULK

Marpol Category:

<>

(Name of product – IMO Name):

UN NOS

<Insert>

B/L QUANTITY:  
 Said by the shipper to metric tons (Mts)

Bill of Lading Figure [Mts]

500.000 MT

Ship Figure [Mts] | Mts

CAS NOS

<Insert>

CLEAN ON BOARD

FREIGHT PAYABLE AS PER CHARTER PARTY

PAN NO OF IMPORTER : AAAFP2353D IEC CODE : 0301000905 GST NO : 27AAAFP2353D1ZN  
 CONDITION: EMAIL ID : PIONEER AT THE RATE PIONEERCHEMICAL.IN AND GOPALBHATT AT THE RATE  
 PIONEERCHEMICAL.IN  
 HS CODE: 27073000 UN NO: 1307, IMDG CODE – CLASS 3

"This shipment said to be 500.000 metric tons was loaded on board the vessel as part of one original lot of 1,904.721 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 6S, 8P

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

|       |      |      |
|-------|------|------|
| JUNE  | 26TH | 2024 |
| Month | Day  | Year |

Between

HANSA TANKERS AS  
 As agent for owners

and

KEMPAR ENERGY PTE LTD

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 23<sup>rd</sup> 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 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-Blame Collision and Himalaya clauses are incorporated herewith.

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 Which being accomplished, the others will be void.

Dated at SINGAPORE AS AT KAOHSIUNG, TAIWAN

this 01ST Day of JULY 2024

Comments

SINGA SHIP MANAGEMENT PTE LTD, AS AGENTS ONLY  
 FOR AND ON BEHALF OF MASTER, CAPT. CABANAS RESTITUTO NIPAS  
 OF EVA MANILA



# TANKER BILL OF LADING



## THIRD ORIGINAL

### 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.:  
**EMMA 2406 1003**

Shippers Ref. or PO Nos

SCAC CODE.: HAKE AAA YYAA CCZZ

**KEMPAR ENERGY PTE LTD  
 10 ANSON ROAD,  
 27-13 INTERNATIONAL PLAZA, SINGAPORE 079903**

on board the tanker

**EVA MANILA**

at the port of

**KAOHSIUNG, TAIWAN**

whereof

**CAPT. CABANAS RESTITUTO NIPAS**

is the Master, to be delivered  
 to the port of

**JNPT PORT, INDIA**

Consignee/Order of

**TO THE ORDER OF HDFC BANK,  
 MUMBAI INDIA**

Notify

**PIONEER CHEMICAL INDUSTRIES,  
 PIONEER WAREHOUSEING CO.,1075/1 AND 2  
 KAMAT GHAR, ANJUR PHATA, BHIWANDI,  
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### A QUANTITY IN BULK SAID BY THE SHIPPER TO BE:

#### COMMODITY

**MIXED XYLENE (ISOMER GRADE) IN BULK**

Marpol Category:

<>

(Name of product – IMO Name):

UN NOS

<Insert>

**B/L QUANTITY:**  
 Said by the shipper to metric tons (Mts)

**500.000 MT**

**Ship Figure [Mts] [Mts]**

CAS NOS

<Insert>

**Bill of Lading Figure [Mts]**

**CLEAN ON BOARD** **FREIGHT PAYABLE AS PER CHARTER PARTY**  
**PAN NO OF IMPORTER : AAAFP2353D IEC CODE : 0301000905 GST NO : 27AAAFP2353D1ZN**  
**CONDITION: EMAIL ID : PIONEER AT THE RATE PIONEERCHEMICAL.IN AND GOPALBHATT AT THE RATE  
 PIONEERCHEMICAL.IN HS CODE: 27073000 UN NO: 1307, IMDG CODE – CLASS 3**

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OCEAN CARRIAGE STOWAGE **6S, 8P**

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**JUNE 26TH 2024**

Month Day Year

Between

**HANSA TANKERS AS  
 As agent for owners**

and

**KEMPAR ENERGY PTE LTD**

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Dated at **SINGAPORE AS AT KAOHSIUNG, TAIWAN**

this **01ST** Day of **JULY** **2024**

Comments

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 FOR AND ON BEHALF OF MASTER, CAPT. CABANAS RESTITUTO NIPAS  
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HANSA TANKERS

COPY NOT NEGOTIABLE

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UK EORI: GB 079218193000

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B/L NO.:

EMA 2406 1003

Shippers Ref. or PO Nos

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AAA YYAA CCZZ

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(Name of product - IMO Name):

Marpol Category:

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UN NOS

<Insert>

CAS NOS

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Bill of Lading Figure [Mts]

Ship Figure [Mts] | Mts]

500.000 MT

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JUNE

26TH

2024

Month

Day

Year

Between

HANSA TANKERS AS

As agent for owners

and

KEMPAR ENERGY PTE LTD

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Dated at SINGAPORE AS AT KAOHSIUNG, TAIWAN

this 01ST Day of JULY 2024

Comments

SINGA SHIP MANAGEMENT PTE LTD, AS AGENTS ONLY  
FOR AND ON BEHALF OF MASTER, CAPT. CABANAS RESTITUTO NIPAS  
OF EVA MANILA



# 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 25<sup>th</sup> 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 23<sup>rd</sup> 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 turnout 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-paraphraphs (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