

# TANKER BILL OF LADING



HANSA TANKERS

AMS DETAILS:

ICB NOS (USA): 9911DB434  
EORI NOS (EU): FINO1101031450123

B/L NO.:

EMA 2406 0601

Shippers Ref. or PO Nos

SCAC CODE.:

HAKE AAA YYAA CCZZ

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

NEW LEGEND SINGAPORE PTE LTD  
133, CECIL STREET #14-01 KECK SENG TOWER SINGAPORE 069535

on board the tanker

EVA MANILA

at the port of

JIANGYIN, CHINA

whereof

CAPTAIN CABANAS RESTITUTO

is the Master, to be delivered to the port of

KANDLA, INDIA

Consignee/Order of

TO THE ORDER OF KOTAK MAHINDRA BANK LTD.,  
TRADE FINANCE OPERATIONS GROUND FLOOR,  
VIKAS PARADISE, LBS ROAD, MUMUND (W)  
MUMBAI, MAHARASHTRA, INDIA

Notify

AARTI INDUSTRIES LIMITED  
PLOT NO 801/15/ TO 19, 21, 22, GIDC, IIIRD PHASE  
396195, VAPI, GUJARAT, INDIA.  
IEC NO.: 0389029971 GST NO.: 24AABCA2787L1Z1  
PAN NO.: AABCA2787L  
EMAIL ID: SANDHYA.HARPALE@AARTI-INDUSTRIES.COM;  
MEENAL.PARASHURAMI@AARTI-INDUSTRIES.COM

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

ANILINE

UN NO 1547 CLASS: 6.1 QUANTITY 2989.901 MT  
AS PER PROFORMA INVOICE NO.: NL-240401002-V001 DATED 17/06/2024.  
TERMS OF DELIVERY: FOB JIANGYIN, CHINA (INCOTERMS 2020)  
THESE GOODS ARE BEING IMPORTED UNDER OGL AND IEC NO. 0589029971.

## COMMODITY

(Name of product - IMO Name):

DRAWN UNDER DOCUMENTARY CREDIT NO. 06421LF241025177 AND DATE 10/04/2024 ISSUED BY  
KOTAK MAHINDRA BANK LTD., TRADE FINANCE OPERATIONS GROUND FLOOR, VIKAS  
PARADISE, LBS ROAD, MUMUND (W) MUMBAI, MAHARASHTRA, INDIA HS CODE: 29214110  
DISCHARGE PORT AGENT: SAMUDRA MARINE SERVICES PVT. LTD. (AGENCY DIVISION)  
LEVEL 2, LA-SHEWA BUILDING, 233, P D MELLO ROAD, OPPOSITE G.P.O FORT, MUMBAI 400 001  
TEL: +91 22 2270 1125 / 26 / 27 FAX: +91 22 2270 1128  
EMAIL: AGENCY@SAMUDRAMARINE.COM WEBSITE: WWW.SAMUDRAMARINE.COM

Marpol Category:

< Y >

< Insert IMO SHIPPING Name ANILINE >

UN NOS

< 1547 >

CAS NOS

< 62-53-3 >

Bill of Lading Figure [Mts]

Ship Figure [Mts]

B/L QUANTITY:

2989.901

Said by the shipper to metric tons (Mts)

CONDITION:

PACKING: IN BULK CLEAN ON BOARD  
12X20GP"CY/CY" "FREIGHT PAYABLE AS PER CHARTER PARTY AGREEMENT"

OCEAN CARRIAGE STOWAGE

1P, 1S, 3S

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.

This shipment is carried under and pursuant to the terms of the Charter dated

JUNE

19TH

2024

Month

Day

Year

Between

HANSA TANKERS AS

As agent for owners

and

AARTI INDUSTRIES LTD.

as Charterer, and all terms, clauses, conditions and warranties including the arbitration, choice of law, time bar and time limitation clauses of the charter party dated except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment and are hereby incorporated into this bill of lading. 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 shipowner 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) 江苏江阴船务代理有限公司 of this tenor and date, one of which being accomplished, the others will be void.

Dated at

JIANGYIN, CHINA

24TH

Day of

JUNE

2024

Comments

CHINA MARINE SHIPPING AGENCY JIANGSU JIANGYIN CO., LTD.  
AS AGENT FOR AND ON BEHALF OF THE MASTER CAPTAIN CABANAS RESTITUTO

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

①

Authorized Signatures

# 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 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 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-BLAZIE 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 overrun 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)-(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 II

# TANKER BILL OF LADING



HANSA TANKERS

Ship code (AAA) Voy nos (YY AA) Cargo Nos (CC) Bills nos (ZZ)

EMA 2406 0601

AMS DETAILS:

ICB NOS (USA): 9911DB434

EORI NOS (EU): FINO1101031450123

B/L NO.:

Shippers Ref. or PO Nos

Carrier Code Ship code (AAA) Voy nos (YY AA) Cargo Nos (CC) Bills nos (ZZ)

SCAC CODE.: HAKE AAA YYAA CCZZ

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

NEW LEGEND SINGAPORE PTE LTD

133, CECIL STREET #14-01 KECK SENG TOWER SINGAPORE 069535

on board the tanker

EVA MANILA

at the port of

JIANGYIN, CHINA

whereof

CAPTAIN CABANAS RESTITUTO

is the Master, to be delivered to the port of

KANDLA, INDIA

Consignee/Order of

TO THE ORDER OF KOTAK MAHINDRA BANK LTD.,  
TRADE FINANCE OPERATIONS GROUND FLOOR,  
VIKAS PARADISE, LBS ROAD, MULUND (W)  
MUMBAI, MAHARASHTRA, INDIA

Notify

AARTI INDUSTRIES LIMITED  
PLOT NO 801/15/ TO 19, 21, 22, GIDC, THIRD PHASE  
396195, VAPI, GUJARAT, INDIA.  
IEC NO.: 0389029971 GST NO.: 24AABCA2787L1Z1  
PAN NO.: AABCA2787L  
EMAIL ID: SANDHYA.HARPALE@AARTI-INDUSTRIES.COM;  
MEENAL.PARASHURAMI@AARTI-INDUSTRIES.COM

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

ANILINE

UN NO. 1547 CLASS: 6.1 QUANTITY 2989.901 MT  
AS PER PROFORMA INVOICE NO.: NL-240401002-V001 DATED 17/06/2024.  
TERMS OF DELIVERY: FOB JIANGYIN, CHINA (INCOTERMS 2020)  
THESE GOODS ARE BEING IMPORTED UNDER OGL AND IEC NO. 0389029971.

## COMMODITY

(Name of product - IMO Name):

DRAWN UNDER DOCUMENTARY CREDIT NO. 06421LF241025177 AND DATE 10/04/2024 ISSUED BY  
KOTAK MAHINDRA BANK LTD., TRADE FINANCE OPERATIONS GROUND FLOOR, VIKA  
PARADISE, LBS ROAD, MULUND (W) MUMBAI, MAHARASHTRA, INDIA IIS CODE: 29214110  
DISCHARGE PORT AGENT: SAMUDRA MARINE SERVICES PVT. LTD., (AGENCY DIVISION)  
LEVEL 2, LA-SHEWA BUILDING, 233, P D'MELLO ROAD, OPPOSITE G.P.O FORT, MUMBAI 400 001  
TEL: +91 22 2270 1125 / 26 / 27 FAX: +91 22 2270 1128  
EMAIL: AGENCY@SAMUDRAMARINE.COM WEBSITE: WWW.SAMUDRAMARINE.COM

Marpol Category:

< Y >

< Insert IMO SHIPPING Name ANILINE >

UN NOS

< 1547 >

CAS NOS

< 62-53-3 >

Bill of Lading Figure [MTs]

Ship Figure [MTs]

B/L QUANTITY:

2989.901

Said by the shipper to metric tons (MTs)

CONDITION:

PACKING: IN BULK CLEAN ON BOARD  
12X20GP"CY/CY" "FREIGHT PAYABLE AS PER CHARTER PARTY AGREEMENT"

OCEAN CARRIAGE STOWAGE

IP, IS, 3S

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.

This shipment is carried under and pursuant to the terms of the Charter dated

JUNE

19TH

2024

Month

Day

Year

Between

HANSA TANKERS AS

As agent for owners

and

AARTI INDUSTRIES LTD.

as Charterer, and all terms, clauses, conditions and warranties including the arbitration, choice of law, time bar and time limitation clauses of the charter party dated except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment and are hereby incorporated into this bill of lading. 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 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 shipowner 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 THIRTY CHINA MARINE SHIPPING AGENCY JIANGSU JIANGYIN CO., LTD. Bills of Lading of this tenor and date, one of which when duly completed, the others will be void.

Dated at

JIANGYIN, CHINA

this

24TH

Day of

JUNE

2024

Comments

CHINA MARINE SHIPPING AGENCY JIANGSU JIANGYIN CO., LTD.  
AS AGENT FOR AND ON BEHALF OF THE MASTER CAPTAIN CABANAS RESTITUTO

See also next page which forms an integral part of this Bill of Lading document ①

Authorized Signatures



# 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-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 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 outturn 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)-(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 11

# TANKER BILL OF LADING

THIRD ORIGINAL



HANSA TANKERS

Ship code (AAA) Vop no (433) Cargo Nos (CC) Both nos (ZZ)

AMS DETAILS:

ICB NOS (USA): 9911DB434  
EORI NOS (EU): FINO1101031450123

B/L NO.:

EMA 2406 0601

Shippers Ref. or PO Nos

Carrier Code Ship code (AAA) Vop nos (433) Cargo Nos (CC) Both nos (ZZ)

SCAC CODE.: HAKE AAA YYAA CCZZ

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

NEW LEGEND SINGAPORE PTE LTD  
133, CECIL STREET #14-01 KECK SENG TOWER SINGAPORE 069535

on board the tanker

EVA MANILA

at the port of

JIANGYIN, CHINA

whereof

CAPTAIN CABANAS RESTITUTO

is the Master, to be delivered to the port of

KANDLA, INDIA

Consignee/Order of

TO THE ORDER OF KOTAK MAHINDRA BANK LTD.,  
TRADE FINANCE OPERATIONS GROUND FLOOR,  
VIKAS PARADISE, LBS ROAD, MULUND (W)  
MUMBAI, MAHARASHTRA, INDIA

Notify

AARTI INDUSTRIES LIMITED  
PLOT NO 801/15/TO 19,21,22,GIDC, IIIRD PHASE  
396195, VAPI, GUJARAT, INDIA  
IEC NO.:0389029971 GST NO.:24AABC A2787L IZI  
PAN NO.:AABCA2787L  
EMAIL ID: SANDHYA.HARPALE@AARTI-INDUSTRIES.COM;  
MEENAL.PARASHURAMI@AARTI-INDUSTRIES.COM

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

ANILINE

UN NO.1547 CLASS:6.1 QUANTITY 2989.901 MT  
AS PER PROFORMA INVOICE NO.:NL-240401002-V001 DATED 17/06/2024.  
TERMS OF DELIVERY: FOB JIANGYIN, CHINA (INCOTERMS 2020)  
THESE GOODS ARE BEING IMPORTED UNDER OGL AND IEC NO.0389029971.  
DRAWN UNDER DOCUMENTARY CREDIT NO.06421LF241025177 AND DATE 10/04/2024 ISSUED BY  
KOTAK MAHINDRA BANK LTD., TRADE FINANCE OPERATIONS GROUND FLOOR, VIKAS  
PARADISE, LBS ROAD, MULUND (W) MUMBAI, MAHARASHTRA, INDIA HS CODE :29214110  
DISCHARGE PORT AGENT: SAMUDRA MARINE SERVICES PVT. LTD. (AGENCY DIVISION)  
LEVEL 2, LA-SHEWA BUILDING, 233, P D'MELLO ROAD, OPPOSITE G.P.O FORT, MUMBAI 400 001  
TEL : +91 22 2270 1125 / 26 / 27 FAX: +91 22 2270 1128  
EMAIL : AGENCY@SAMUDRAMARINE.COM WEBSITE : WWW.SAMUDRAMARINE.COM

Marpol Category:

< Y >

< Insert IMO SHIPPING Name ANILINE >

UN NOS

< 1547 >

CAS NOS

< 62-53-3 >

## COMMODITY

(Name of product - IMO Name):

Bill of Lading Figure [Mts]

Ship Figure [Mts]

B/L QUANTITY:

2989.901

Said by the shipper to metric tons (Mts)

CONDITION:

PACKING: IN BULK CLEAN ON BOARD  
12X20GP"CY/CY" "FREIGHT PAYABLE AS PER CHARTER PARTY AGREEMENT"

OCEAN CARRIAGE STOWAGE

1P, 1S, 3S

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.

This shipment is carried under and pursuant to the terms of the Charter dated

JUNE

19TH

2024

Month

Day

Year

Between

HANSA TANKERS AS

As agent for owners

and

AARTI INDUSTRIES LTD.

as Charterer, and all terms, clauses, conditions and warranties including the arbitration, choice of law, time bar and time limitation clauses of the charter party dated except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment and are hereby incorporated into this bill of lading. 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 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 shipowner 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)

Which being accomplished, the others will be void.

Dated at

JIANGYIN, CHINA

this

24TH Day of

JUNE

2024

Comments

CHINA MARINE SHIPPING AGENCY JIANGSU JIANGYIN CO., LTD.  
AS AGENT FOR AND ON BEHALF OF THE MASTER CAPTAIN CABANAS RESTITUTO

Authorized Signatures

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 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 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-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 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 outturn 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)-(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

AMS DETAILS:

ICB NOS (USA): 9911DB434  
EORI NOS (EU): FINO1101031450123

B/L NO.:

EMA 2406 0601

Shippers Ref. or PO Nos

SCAC CODE.:

HAKE AAA YYAA CCZZ

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

NEW LEGEND SINGAPORE PTE LTD  
133, CECIL STREET #14-01 KECK SENG TOWER SINGAPORE 069535

on board the tanker

EVA MANILA

at the port of

JIANGYIN, CHINA

whereof

CAPTAIN CABANAS RESTITUTO

is the Master, to be delivered to the port of

KANDLA, INDIA

Consignee/Order of

TO THE ORDER OF KOTAK MAHINDRA BANK LTD.,  
TRADE FINANCE OPERATIONS GROUND FLOOR,  
VIKAS PARADISE, LBS ROAD, MULUND (W)  
MUMBAI, MAHARASHTRA, INDIA

Notify

AARTI INDUSTRIES LIMITED  
PLOT NO 801/15/ TO 19, 21, 22, GIDC, IIIRD PHASE  
396195, VAPI, GUJARAT, INDIA.  
IEC NO.: 0389029971 GST NO. 24AABCA2787LIZ1  
PAN NO.: AABCA2787L  
EMAIL ID: SANDHYA.HARPALE@AARTI-INDUSTRIES.COM;  
MEENAL.PARASHURAMI@AARTI-INDUSTRIES.COM

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

ANILINE

UN NO. 1547 CLASS: 6.1 QUANTITY 2989.901 MT  
AS PER PROFORMA INVOICE NO.: NL-240401002-V001 DATED 17/06/2024.  
TERMS OF DELIVERY: FOB JIANGYIN, CHINA (INCOTERMS 2020)  
THESE GOODS ARE BEING IMPORTED UNDER OGL AND IEC NO. 0389029971.

## COMMODITY

(Name of product - IMO Name):

DRAWN UNDER DOCUMENTARY CREDIT NO. 06421LF241025177 AND DATE 10/04/2024 ISSUED BY  
KOTAK MAHINDRA BANK LTD., TRADE FINANCE OPERATIONS GROUND FLOOR, VIKA  
PARADISE, LBS ROAD, MULUND (W) MUMBAI, MAHARASHTRA, INDIA HS CODE: 29214110  
DISCHARGE PORT AGENT: SAMUDRA MARINE SERVICES PVT. LTD., (AGENCY DIVISION)  
LEVEL 2, LA-SHEWA BUILDING, 233, P D'MELLO ROAD, OPPOSITE G.P.O FORT, MUMBAI 400 001  
TEL: +91 22 2270 1125 / 26 / 27 FAX: +91 22 2270 1128  
EMAIL: AGENCY@SAMUDRAMARINE.COM WEBSITE: WWW.SAMUDRAMARINE.COM

Murpol Category:

< Insert IMO SHIPPING Name ANILINE >

UN NOS

< 1547 >

CAS NOS

< 62-53-3 >

Bill of Lading Figure [Mts]

Ship Figure [Mts]

B/L QUANTITY:

2989.901

Said by the shipper to metric tons (Mts)

CONDITION:

PACKING: IN BULK CLEAN ON BOARD  
12X20GP CY/CY "FREIGHT PAYABLE AS PER CHARTER PARTY AGREEMENT"

OCEAN CARRIAGE STOWAGE

1P, 1S, 3S

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 after payment of freight as agreed. Freight payable as per charter party.

This shipment is carried under and pursuant to the terms of the Charter dated

JUNE

19TH

2024

Month

Day

Year

Between

HANSA TANKERS AS

As agent for owners

and

AARTI INDUSTRIES LTD.

as Charterer, and all terms, clauses, conditions and warranties including the arbitration, choice of law, time bar and time limitation clauses of the charter party dated except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment and are hereby incorporated into this bill of lading. 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 shipowner 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)

When being accomplished, the others will be void.

Dated at

JIANGYIN, CHINA

this

19TH

Day of

JUNE

2024

Comments

CHINA MARINE SHIPPING AGENCY JIANGSU JIANGYIN CO., LTD.  
AS AGENT FOR AND ON BEHALF OF THE MASTER CAPTAIN CABANAS RESTITUTO

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

Authorized Signatures

# 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 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-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 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 outturn 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)-(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 11



# TANKER BILL OF LADING



**HANSA TANKERS**

Ship code (V/V) Vessel name (V/V) Cargo Nos (CC) B/L No. (L/Z)

**EMA 2406 0601**

**AMS DETAILS:**

ICB NOS (USA): 9911DB434  
EORI NOS (EU): FINO1101031450123

**B/L NO.:**

**Shippers Ref. or PO Nos**

**SCAC CODE.:**

**HAKE AAA YYAA CCZZ**

Carrier Code Ship code (V/V) Vessel name (V/V) Cargo Nos (CC) B/L No. (L/Z)

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

**NEW LEGEND SINGAPORE PTE LTD**  
**133, CECIL STREET #14-01 KECK SENG TOWER SINGAPORE 069535**

on board the tanker

**EVA MANILA**

at the port of

**JIANGYIN, CHINA**

whereof

**CAPTAIN CABANAS RESTITUTO**

is the Master, to be delivered to the port of

**KANDLA, INDIA**

Consignee/Order of

TO THE ORDER OF KOTAK MAHINDRA BANK LTD.,  
TRADE FINANCE OPERATIONS GROUND FLOOR,  
VIKAS PARADISE, LBS ROAD, MULUND (W)  
MUMBAI, MAHARASHTRA, INDIA

Notify

**AARTI INDUSTRIES LIMITED**  
PLOT NO 801/15/ TO 19, 21, 22, GIDC, IIIRD PHASE  
396195, VAPI, GUJARAT, INDIA,  
IEC NO.: 0389029971 GST NO.: 24AABCA2787L1Z1  
PAN NO.: AABCA2787L  
EMAIL ID: SANDHYA.HARPALE@AARTI-INDUSTRIES.COM;  
MEENAL.PARASHURAMI@AARTI-INDUSTRIES.COM

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

**ANILINE**

UN NO. 1547 CLASS: 6.1 QUANTITY 2989.901 MT  
AS PER PROFORMA INVOICE NO.: NL-240401002-V001 DATED 17/06/2024.  
TERMS OF DELIVERY: FOB JIANGYIN, CHINA (INCOTERMS 2020)  
THESE GOODS ARE BEING IMPORTED UNDER OGL AND IEC NO. 0389029971  
DRAWN UNDER DOCUMENTARY CREDIT NO. 06421LF241025177 AND DATE 10/04/2024 ISSUED BY  
KOTAK MAHINDRA BANK LTD., TRADE FINANCE OPERATIONS GROUND FLOOR, VIKA  
PARADISE, LBS ROAD, MULUND (W) MUMBAI, MAHARASHTRA, INDIA HS CODE: 29214110  
DISCHARGE PORT AGENT: SAMUDRA MARINE SERVICES PVT. LTD., (AGENCY DIVISION)  
LEVEL 2, LA-SHEWA BUILDING, 233, P D'MELLO ROAD, OPPOSITE G.P.O FORT, MUMBAI 400 001  
TEL: +91 22 2270 1125 / 26 / 27 FAX: +91 22 2270 1128  
EMAIL: AGENCY@SAMUDRAMARINE.COM WEBSITE: WWW.SAMUDRAMARINE.COM

< Insert IMO SHIPPING Name ANILINE >

UN NOS < 1547 >  
CAS NOS < 62-53-3 >

## COMMODITY

(Name of product - IMO Name)

Marpol Category: Y

Bill of Lading Figure [Mts]

Ship Figure [Mts]

**B/L QUANTITY:**

**2989.901**

Said by the shipper to metric tons (Mts)

**CONDITION:**

**PACKING: IN BULK CLEAN ON BOARD**  
**12X20GP "CY/CY" "FREIGHT PAYABLE AS PER CHARTER PARTY AGREEMENT"**

**OCEAN CARRIAGE STOWAGE**

**1P, 1S, 3S**

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.

This shipment is carried under and pursuant to the terms of the Charter dated

**JUNE**

**19TH**

**2024**

Month

Day

Year

Between

**HANSA TANKERS AS**  
As agent for owners

and

**AARTI INDUSTRIES LTD.**

as Charterer, and all terms, clauses, conditions and warranties including the arbitration, choice of law, time bar and time limitation clauses of the charter party dated except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment and are hereby incorporated into this bill of lading. 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 shipowner 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)**

**江苏江阴船务代理有限公司**  
**CHINA MARINE SHIPPING AGENCY JIANGSU JIANGYIN CO., LTD.**

of this tenor and date, one of  
Which being accomplished, the others will be void.

Dated at

**JIANGYIN, CHINA**

this 24<sup>th</sup> Day of

**JUNE**

**2024**

Comments

**CHINA MARINE SHIPPING AGENCY JIANGSU JIANGYIN CO., LTD.**  
**AS AGENT FOR AND ON BEHALF OF THE MASTER CAPTAIN CABANAS RESTITUTO**

**Authorized Signatures**

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 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 shangers. 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-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 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 outturn 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)-(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 11

# TANKER BILL OF LADING



HANSA TANKERS

Ship code (A-A) Vessel (Y-Y) Cargo No (C-C) Bill no (Z-Z)

AMS DETAILS:

ICB NOS (USA): 9911DB434  
EORI NOS (EU): FINO1101031450123

B/L NO.:

EMA 2406 0601

Shippers Ref. or PO Nos

Carrier Code: Ship code (A-A) Vessel (Y-Y) Cargo No (C-C) Bill no (Z-Z)

SCAC CODE.:

HAKE AAA YYAA CCZZ

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

NEW LEGEND SINGAPORE PTE LTD  
133, CECIL STREET #14-01 KECK SENG TOWER SINGAPORE 069535

on board the tanker

EVA MANILA

at the port of

JIANGYIN, CHINA

whereof

CAPTAIN CABANAS RESTITUTO

is the Master, to be delivered to the port of

KANDLA, INDIA

Consignee/Order of

TO THE ORDER OF KOTAK MAHINDRA BANK LTD.,  
TRADE FINANCE OPERATIONS GROUND FLOOR,  
VIKAS PARADISE, LBS ROAD, MULUND (W)  
MUMBAI, MAHARASHTRA, INDIA

Notify

AARTI INDUSTRIES LIMITED  
PLOT NO 801/15/ TO 19, 21, 22, GIDC, THIRD PHASE  
396195, VAPI, GUJARAT, INDIA.  
IEC NO.: 0389029971 GST NO.: 24AABC A2787L1Z1  
PAN NO.: AABC A2787L  
EMAIL ID: SANDIYA.HARPALE@AARTI-INDUSTRIES.COM;  
MEENAL.PARASHURAMI@AARTI-INDUSTRIES.COM

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

ANILINE

UN NO. 1547 CLASS: 6.1 QUANTITY 2989.901 MT  
AS PER PROFORMA INVOICE NO. NL-240401002-V001 DATED 17/06/2024  
TERMS OF DELIVERY: FOB JIANGYIN, CHINA (INCOTERMS 2020)  
THESE GOODS ARE BEING IMPORTED UNDER OGL AND IEC NO. 0389029971.  
DRAWN UNDER DOCUMENTARY CREDIT NO. 0642ILF241025177 AND DATE 10/04/2024 ISSUED BY  
KOTAK MAHINDRA BANK LTD., TRADE FINANCE OPERATIONS GROUND FLOOR, VIKAS  
PARADISE, LBS ROAD, MULUND (W) MUMBAI, MAHARASHTRA, INDIA HS CODE: 29214110  
DISCHARGE PORT AGENT: SAMUDRA MARINE SERVICES PVT. LTD., (AGENCY DIVISION)  
LEVEL 2, LA-SHEWA BUILDING, 233, P D'MELLO ROAD, OPPOSITE G.P.O FORT, MUMBAI 400 001  
TEL: +91 22 2270 1125 / 26 / 27 FAX: +91 22 2270 1128  
EMAIL: AGENCY@SAMUDRAMARINE.COM WEBSITE: WWW.SAMUDRAMARINE.COM

Marpol Category:

< Y >

< Insert IMO SHIPPING Name ANILINE >

UN NOS

< 1547 >

CAS NOS

< 62-53-3 >

Bill of Lading Figure [Mts]

Ship Figure [Mts]

B/L QUANTITY:

2989.901

Said by the shipper to metric tons (Mts)

CONDITION:

PACKING: IN BULK CLEAN ON BOARD  
12X20GP "CY/CY" "FREIGHT PAYABLE AS PER CHARTER PARTY AGREEMENT"

OCEAN CARRIAGE STOWAGE

IP, IS, 3S

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.

This shipment is carried under and pursuant to the terms of the Charter dated

JUNE

19TH

2024

Month

Day

Year

Between

HANSA TANKERS AS

and

AARTI INDUSTRIES LTD.

As agent for owners

as Charterer, and all terms, clauses, conditions and warranties including the arbitration, choice of law, time bar and time limitation clauses of the charter party dated except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment and are hereby incorporated into this bill of lading. 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 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 shipowner 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)

江苏江阴船务代理有限公司  
CHINA MARINE SHIPPING AGENCY JIANGSU JIANGYIN CO., LTD.

Witnessed by this tenor and date, one of Which being accomplished, the others will be void.

Dated at

JIANGYIN, CHINA

this

24TH

Day of

JUNE

2024

Comments

CHINA MARINE SHIPPING AGENCY JIANGSU JIANGYIN CO., LTD.  
AS AGENT FOR AND ON BEHALF OF THE MASTER CAPTAIN CABANAS RESTITUTO



# 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-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 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 outturn 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)-(d) of this clause the Carrier's 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 11