M/S. MAMTA COLD STORAGE PLOT NO 806 G.I.D.C. ESTATE VERAVAL 362269 GUJARAT **INDIA** CONGELCAM S.A. PO BOX 5295, ZONE PORTUAIRE FACE

## DRAFT **BILL OF LADING**

0FB7IE1MA **BILL OF LADING NUMBER** 

FCN0263762

**VOYAGE NUMBER** 

CONSIGNEE **EXPORT REFERENCES** 

EREIGHT TO BE PAID AT

CARRIER: CMA CGM Société Anonyme au Capital de 234 988 330 Euros

KGS

29532.000

29639.000

29318.000

NUMBER OF ORIGINAL BILLS OF LADING

KGS

4420

4700

4580

CRM

50.000

50.000

50.000

NOTIFY PARTY, Carrier not to be responsible for failure to notify PO BOX 5295, ZONE PORTUAIRE FACE

**ANCIEN NESTLE DOUALA CAMEROON** 

DDE CADDIAGE BY\*

SHIPPER

ANCIEN NESTLE **DOUALA** 

**CAMEROON** 

TCLU1034364

SZLU9678331

APRU6106594

SEAL C5629910

SEAL C5629959

Head Office: 4, quai d'Arenc - 13002 Marseille - France Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95 562 024 422 R.C.S. Marseille

**CMA CGM** 

FRE CARRIAGE DT			PLACE OF RECEIPT FREIGHT TO BE PAID AT		NOWBER OF	NUMBER OF ORIGINAL BILLS OF LADING		
				AHMEDABAD	THREE (3)			
VESSEL			PORT OF LOADING	PORT OF DISCHARGE	FINAL	FINAL PLACE OF DELIVERY*		
SEAMAX STRATFORD		PIPAVAV, INDIA		DOUALA, CAMEROON				
MARKS AND NOS CONTAINER AND SEALS	NO AND OF PACK			AND GOODS AS STATED BY SHIPPER AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT	

6459013

REEF COD WHOLE PACKING: 10KG NET WEIGHT 192100.00 KGS GROSS WEIGHT 205547.00 KGS S/B NO. 6442483. 6443005.

1 x 40RH 2760 CARTONS

DATE : 26-12-2022

SECOND NOTIFY: SEAFOOD MIDDLEEAST FZC SHARJAH HAMRIYAH FREE ZONE

SGS SR NO : CM/2022/23228

REF. NO. FZ 1054

19210 CARTONS OF FROZEN FISH

DI ACE OF RECEIDT\*

UAE PO BOX (DUBAI 113968) UNITED ARAB EMIRATES 2770 CARTONS

Continued on Next Sheet Sheet 1 of 2 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE

ADDITIONAL CLAUSES

## be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting thereof and be subject to freight surcharge.

4. Cargo at port is at merchant risk, expenses and responsibility 5. FCL 77. THC at destination payable by Merchant as per line/port tariff

91. Ground rent/storages/power supply/monitoring costs at port of discharge for Merchant's account

92. Reefer container can only be operated by electrical power. During land transportation the Carrier will not be liable in any respect whatsoever for consequences, due to non refrigeration.

1 x 40RH

1 x 40RH 2740 CARTONS

194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004

202. Demurrage and detention shall be calculated and paid as per general tariff available on the web site www.cma-cgm.com, or in any of CMA CGM agency. However if special free time conditions are granted, then rates applicable as per general tariff grid shall start from the day following the last free day. 216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may

225. The shipper acknowledges that the Carrier may carry the goods identified in his bill of lading on the deck of any vessel and in taking remittance of this bill of lading the Merchant (including the shipper, the consignee and the holder of the bill of lading, as the case may be) confirms his express acceptance of all the terms and conditions of this bill of lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the goods on the deck of any vessel. 239. This Bill of Lading has been generated electronically. Bills of Lading bearing a CMA CGM stamp and/or manual signature shall be considered as forged and will be treated as null.

247. Carrier is not responsible for any error, omission or discrepancies with regard to the CTN (Cargo

Tracking Note) and the responsibility remains with the Merchant/Importer. Any fine or penalty levied against the Carrier is for the account of the Merchant. 274. The Merchant is responsible for returning any empty container, with interior clean, free of any dangerous goods placards, labels or markings, at the designated place, and within 60 days following to

RECEIVED by the carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units

indicated above stated by the shipper to comprise the cargo specified above for transportation subject to all the terms hereof (including the terms on page one) from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, whichever is applicable. Delivery of the Goods will only be made on payment of all Freight and charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statutes rendering them binding upon the shipper, holder and carrier) become binding in all respects between the Carrier and Holder as though the prejudice to any rule of common law or statutes rendering them binding upon the shipper, holder and carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.

All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Bill of Lading shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office.

In witness whereof three (3) original Bills of Lading, unless otherwise stated above, have been issued, one of which being accomplished, the others to be void.

(OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)

SIGNED FOR THE CARRIER CMA CGM S.A. PLACE AND DATE OF ISSUE MUMBAI 29 DEC 2022

SIGNED FOR THE SHIPPER \*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING

BY CMA CGM Agencies (India) Pvt Ltd as agents for the carrier CMA CGM S. A.



## DRAFT

**VOYAGE NUMBER** 0FB7IE1MA

BILL OF LADING NUMBER

CMACGM	BILL OF LADIN	G ECN0263762
PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING

				AHMEDABAD		THREE (3)		
VESSEL		PORT OF LOADING		PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*		
SEAMAX STRATFORD	PIPA	VAV, INDIA		DOUALA, CAMEROON				
MARKS AND NOS CONTAINER AND SEALS	NO AND KINE OF PACKAGES			AND GOODS AS STATED BY SHIPPER AND COUNT SAID TO CONTAIN	G	ROSS WEIGHT CARGO	TARE	MEASUREMENT
SEAL C5269909						KGS	KGS	СВМ
AMCU9293387 SEAL C5629901	1 x 40F	RH 2730 CARTONS			29	211.000	4740	50.000
CXRU1004048 SEAL C5629907	1 x 40F	RH 2740 CARTONS			29	318.000	4620	50.000
TRIU8626837 SEAL C5629908	1 x 40F	RH 2730 CARTONS			29	0211.000	4750	50.000
TRIU8121110 SEAL C5629970	1 x 40E	RH 2740 CARTONS			29	318.000	4630	50.000
		FREIGHT PREPAID						
		Cargo is stowed in	n a ref	rigerated container set				
		at the shipper's n	request	ed carrying temperature				

of -21 degrees Celsius

DISCHARGE PORT AGENT: CMA CGM CAMEROUN ZONE DES PROFESSIONS MARITIMES BP 2077

DOUALA CAMEROON

TEL: (237)33 42 4965/5272/8389 FAX: (237)33 43 1300/33 42 8851

Shipped on Board SEAMAX STRATFORD 30-DEC-2022 CMA CGM Agencies

(India) Pvt Ltd As agents for the Carrier

Weight in Kgs Total: 7 CONTAINER(S)

PLACE AND DATE OF ISSUE

PRE CARRIAGE BY\*

Continued From Previous Sheet

Sheet 2 of 2

205547.000

32440

350.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

## ADDITIONAL CLAUSES

29 DEC 2022

the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidated damages equivalent to the sound market value – or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention and demurrage and/or container indemnity as referred above.

carrier shall have no liability whatsoever for any loss or damage resulting thereof

366. The Merchant warrants that the particulars relating to the Goods have been checked and that such particulars are adequate and correct. In case of failure of the Merchant to comply with such warranty, the Carrier shall be entitled to charge the Merchant at any time an amount of USD 2,000 per Container or Goods (for non-containerized cargo) as processing and administrative fees. This fee shall also be applicable in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier, or the weight declared to the Carrier (for non-containerized cargo), and the weight declared by the Shipper in his shipping instruction or otherwise weighted during the Carriage.

372. Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or related to the performance of the Carriage of the Goods with third parties, including but not limited to digital supply chain platforms.

358. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion. Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs including but not limited to storage demurage plugging more than alternative discharge. costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the

> SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Agencies (India) Pvt Ltd as agents for the carrier CMA CGM S. A.

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MUMBAI