SHIPPER SUNRISE FISHERIES CO LLC PO BOX 106 PC 425 SULTANET OF OMAN

## DRAFT BILL OF LADING

VOYAGE NUMBER

ASC03N

BILL OF LADING NUMBER CLC0117947

CONSIGNEE

WEST AFRICA ENTERPRISE INC.

LOGAN TOWN

BUHROD ISLAND MONROVIA, LIBERIA

**MONROVIA** 

LIBERIA

**LIBERIA** 

NOTIFY PARTY, Carrier not to be responsible for failure to notify

WEST AFRICA ENTERPRISE INC. LOGAN TOWN BUHROD ISLAND MONROVIA, LIBERIA MONROVIA

**EXPORT REFERENCES** 



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

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING
511 Ac 2011 Ac		MUSCAT	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
AS CLARITA	SOHAR	MONROVIA	

DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN MEASUREMENT **GROSS WEIGHT** TARE MARKS AND NOS NO AND KIND CARGO CONTAINER AND SEALS OF PACKAGES KGS

TRLU1743991

1 x 40RH 2700 CARTONS

28350.000

KGS

**CBM** 

SEAL H2488480

4500

50.000

FROZEN YELLOW TAIL SCAD

NET WEIGHT: 27000 KGS

ECTN:

FREIGHT PREPAID

Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of -18 degrees Celsius

Shipped on Board AS CLARITA 19-DEC-2021 CMA CGM Shipping Services LLC As agents for the Carrier

Weight in Kgs Total: 1 CONTAINER(S)

Sheet 1 of 2

28350,000

4500

50.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

## ADDITIONAL CLAUSES

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.

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

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.

225. The shipper acknowledges that the Carrier may carry the goods identified in this 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.

consent to the possible carriage of the goods off the deck of any vessel.

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 the date of release, falling 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.

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

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)

MUSCAT 19 DEC 2021 PLACE AND DATE OF ISSUE

SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Shipping Services LLC as agents for the carrier CMA CGM S. A.

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



## DRAFT BILL OF LADING

VOYAGE NUMBER ASC03N

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PRE CARRIAGE BY	/*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF	ORIGINAL	BILLS OF LADING
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VESSEL		PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		DELIVERY*
S CLARITA	SOHAF	3	MONROVIA			
MARKS AND NOS NO AND KIND			DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER		TARE	MEASUREMENT
CONTAINER AND SEALS	OF PACKAGES	SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN		CARGO		

Sheet 2 of 2

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

## ADDITIONAL CLAUSES

343. In the event that this Bill of Lading is a Paperless Bill of Lading, it shall be governed by the Terms and Conditions available on the CMA CGM website (https://www.cma-cgm.corn/products-services/shipping-guide/bl-clauses) which the Merchant has read and accepted. The delivery of the cargo carried under a Paperless Bill of Lading shall be made to the Consignee after the Paperless Bill of Lading has been surrendered to the Carrier on the eBusiness platform and after payment of any outstanding Freight and charges.

Freight and charges.

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, 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

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

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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 the
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.

PLACE AND DATE OF ISSUE	MUSCAT	19 DEC 2021
SIGNED FOR THE SHIPPER		(F)
*APPLICABLE ONLY WHEN T	HIS DOCUMENT IS U	JSED AS A COMBINED
TRANSPORT BILL OF LADIN	G	

SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Shipping Services LLC as agents for the carrier CMA CGM S. A.