

SHIPPER				<div>DRAFT</div> <div>BILL OF LADING</div>				VOYAGE NUMBER	
CAP BLANC PELAGIQUE SARL NOUADHIBOU BP 168 ON BEHALF OF SEAFOOD MIDDLEEAST FZC DUBAI, UAE								OTLBKN1MA	
								BILL OF LADING NUMBER	
								GMU0113587	
CONSIGNEE				EXPORT REFERENCES					
AFRICA EVEREST LIMITED COMPANY HOUSE 3HS5 STREET DWS 235 DEVTRACO ESTATE COMM 25 PRAMPAM GREATER TEMA GHANA				<div></div> <div><b>CARRIER:</b> CMA CGM Société Anonyme au Capital de 234 988 330 Euros Head Office: 4, quai d'Arenç - 13002 Marseille - France Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95 562 024 422 R.C.S. Marseille</div>					
AFRICA EVEREST LIMITED COMPANY HOUSE 3HS5 STREET DWS 235 DEVTRACO ESTATE COMM 25 PRAMPAM GREATER TEMA GHANA									
PRE CARRIAGE BY*		PLACE OF RECEIPT*		FREIGHT TO BE PAID AT		NUMBER OF ORIGINAL BILLS OF LADING			
				NOUAKCHOTT		THREE (3)			
VESSEL		PORT OF LOADING		PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*			
CALYPSO		NOUADHIBOU		TEMA		*****			
MARKS AND NOS CONTAINER AND SEALS		NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN			GROSS WEIGHT CARGO	TARE	MEASUREMENT	
						KGS	KGS	CBM	
CGMU4991702		1 x 40RH	STC			28350.000	4700	50.000	
SEAL H4469065			1350 CARTONS FROZEN FISH CARGO IS STOWED IN A REFRIGERATED CONTAINER SET AT THE SHIPPER'S REQUESTED CARRYING TEMPERATURE OF -20 DEGREES °C  TOTAL NET WEIGHT:-54000.00 KG  FZ-1038						
TTNU8920934		1 x 40RA	1350 CARTONS			28350.000	4764	50.000	
SEAL H4469067			NOTIFY 2 SEAFOOD MIDDLE EST FZC PO BOX 113968 SHEIKH ZAYED ROAD DUBAI UNITED ARAB EMIRATES  FREIGHT PREPAID Shipped on Board CALYPSO 31-OCT-2022 CMA CGM MAURITANIE As agents for the Carrier						
Weight in Kgs Total: 2 CONTAINER(S)				Sheet 1 of 2		56700.000		9464 100.000	
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.									
ADDITIONAL CLAUSES									
4. Cargo at port is at merchant risk, expenses and responsibility					194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.				
5. FCL					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.				
77. THC at destination payable by Merchant as per line/port tariff					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.				
91. Ground rent/storages/power supply/monitoring costs at port of discharge for Merchant s account according to port rates.					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.				
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.					274. The Merchant is responsible for returning any empty container, with interior clean, free of any				
141. Carrier is not responsible for any error, omission or discrepancies with regard to the IDF numbers and the responsibility remains with the Merchant/Importer. Any fine or penalty levied against the Carrier is for the account of the Merchant.									
142. Shippers declare that the line, ship, shipping company and their agents are not responsible for any fine, penalty and/or any other consequence that may result from erroneously shipping an over age vehicle.									
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)									
PLACE AND DATE OF ISSUE		NOUAKCHOTT		31 OCT 2022		SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM MAURITANIE 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
OTLBKN1MA
BILL OF LADING NUMBER
GMU0113587

PRE CARRIAGE BY*		PLACE OF RECEIPT*		FREIGHT TO BE PAID AT		NUMBER OF ORIGINAL BILLS OF LADING		
				NOUAKCHOTT		THREE (3)		
VESSEL		PORT OF LOADING		PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*		
CALYPSO		NOUADHIBOU		TEMA		*****		
MARKS AND NOS	NO AND KIND	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN				GROSS WEIGHT CARGO	TARE	MEASUREMENT
CONTAINER AND SEALS	OF PACKAGES							

Sheet 2 of 2

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

## ADDITIONAL CLAUSES

dangerous goods placards, labels or markings, at the designated place, and within 60 days following to 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.

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

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.

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