

**Shipper**

MECHANICAL AND CHEMICAL INDUSTRIES  
CORPORATION GENERAL DIRECTORATE  
TANDOAN. ANKARA TURKEY  
+90-312-296116970

**Consignee**

TO THE ORDER OF KCB KENYA LIMITED,  
TRADE FINANCE CENTRE A/C  
KENYA ORDNANCE FACTORIES CORPORATION

**Notify address**

KENYA ORDNANCE FACTORIES CORPORATION  
P. O. BOX 6634-30100  
ELDORET. KENYA

**BILL OF LADING****B/L NO. 1**

TO BE USED WITH CHARTER-PARTIES

MOMBASA KENYA SHIPPING AGENT  
EXPRESS SHIPPING LOGISTICS (EA) LTD.  
6<sup>TH</sup> FLOOR CANNON TOWERS II MOI AVENUE  
P O BOX 1922  
80100 MOMBASA KENYA  
TEL: +254 412229784/2228422

**Applicant**

KENYA ORDNANCE FACTORIES CORPORATION  
P. O. BOX 6634-30100  
ELDORET. KENYA

**Vessel**

M/V. GRAND WAY STAR

**Port of loading**

PORT SUDAN, SUDAN

**Port of discharge**

MOMBASA - KENYA

**ORIGINAL****Shipper's description of goods****Gross weight**

No	Container ID	Seal No	Type	Description	Case qnty	Total net weight KGS	Total gross weight KGS	Tare weight KGS	Gross weight inc. tare KGS
1	MSKU 607827-5	1015991	40'	7.62mm x 51 ss Powder Ball	21	6.300.00	7.486.00	3.700.00	11.186.00
2	MAEU 625798-7	1016103	40'	7.62mm x 51 ss Powder Ball	21	6.300.00	7.486.00	3.650.00	11.136.00
3	MAEU 629425-5	1016126	40'	7.62mm x 51 ss Powder Ball	21	6.300.00	7.486.00	3.650.00	11.136.00
4	HJCU 423976-3	1015473	40'	7.62mm x 51 ss Powder Ball	20	5.960.00	7.091.50	3.750.00	10.841.50
5	HJCU 430549-0	1016131	40'	1000kgs of 5.56mm x 45 ss Powder Ball	4	1.000.00	1.196.00	3.770.00	6.760.00
				1000 kgs of 5.56mm x 45 ss Powder Blank	4	1.000.00	1.196.00		
				500 kgs of 9mm x 19 ss Powder Ball	2	500.00	598.00		
6	CAXU 281796-6	1016140	20'	8.140.100 pcs of 7.62mm Ball primers 3.600.000 pcs of 7.62mm blank star primers	6	3.755.71	6.700.07	2.260.00	8.960.07
7	INBU 385756-8	1015962	20'	3.775.000 pcs of 5.56mm Ball primers 2.050.000 pcs of 5.56mm Blank star primers	3	1.665.08	2.970.43	2.240.00	5.983.43
				1.750.000 pcs of 9mm Ball Primers	1	362.28	773.00		

**Cargo Transhipped at Port Sudan from MV Mersa Alam**

( of 7 CONTAINERS on deck at Shipper's risk ; the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per  
CHARTER-PARTY dated...12/01/2018.....

FREIGHT ADVANCE.  
Received on account of freight:

Time used loading ..... days ..... hours.

**SHIPPED** at the Port of loading in apparent good order and  
Condition on board the Vessel for carriage to the Port  
of Discharge or so near thereto as she may safely get the goods  
Specified above.

Weight, measure, quality, quantity, condition, contents and value  
Unknown.

IN WITNESS whereof Master or Agent of the said Vessel has signed  
the number of Bill of Lading indicated below all tenor and date,  
any one of which being accomplished the others shall be void.

**FOR CONDITIONS OF CARRIAGE SEE OVERLEAF****Freight payable at****Place and date of issue**PORT SUDAN, 14<sup>TH</sup>/JAN/2018**Number of original Bs/l****Signature**

THREE





# BILL OF LADING

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TO BE USED WITH CHARTER-PARTIES  
CODE NAME: "CONGENBILL"  
EDITION 1994  
ADOPTED BY  
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)

## Conditions of Carriage

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the, Law and Arbitration Clause, are herewith incorporated.

**(2) 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 25th 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 23rd 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.

**(3) 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. The Charterers, Shippers and Consignees expressly renounce the Belgian Commercial Code, Part II, Art. 148.

**(4) 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 or the owners of the cargo 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 especial 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 to the Carrier before delivery.

**(5) 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 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.

For particulars of cargo, freight, destination, etc., see overleaf.