**Bill of Lading**

**Notify Party**
AL NASER TRADING COMPANY LLC
POST BOX : 12356 30 AL MAKTHOOM BUILDING NEAR MUBARAK CENTRE ROUND ABOUT AL NABHA SHARJAH SHARJAH UNITED ARAB EMIRATES

**Consignee**
CHENNAI (EX MADRAS), INDIA

**Port of Loading**
BILL OF LADING

**Vessel**
CMA CGM/9887

**Place of Receipt**
CHENNAI (EX MADRAS), INDIA

**Port of Discharge**
JESEL ALI, UNITED ARAB EMIRATES

**Port of Delivery**
JESEL ALI, UNITED ARAB EMIRATES

**Final Destination**
JESEL ALI, UNITED ARAB EMIRATES

**Number of original B/L**
1(ONE)

**Mark and Numbers**
STC: VALVE MATERIALS FOR MACHINERY PARTS
FREIGHT PREPAID
ALL DESTINATION CHARGES ARE CONSIGNEE'S ACCOUNT

**Description of goods**
SAID TO WEIGH 24.000 CBM

**Weight kilos**

**Measurement M3**

**Total number of containers or packages (in words)**
(ONE HUNDRED TWENTY-FIVE) 125 PACKAGES ONLY

**Container Nos.**
ONE(1X20’ DC) CONTAINER ONLY

**Type of Service**
SHIPPED ON THE BOARD THE VESSEL

**Date**
16-JAN-19

**Delivery Agent**
FRESA DEMO DUBAI UAE LLC
DUBAI UNITED ARAB EMIRATES
TEL: 04-2339876 EMAIL: USER@FRESADEMOCOMPANY.COM

**Charges payable at**
CHENNAI
GENERAL PROVISIONS

1. Application. By signing and appending the heading "Bill of lading" the provisions set out but referred to in this document shall also apply if the transport as described on the face of the B/L is performed by one mode of transport only.

2. Definitions. ‘Carrier’ means the party on whose behalf this B/L has been signed. ‘Merchandise’ includes the Shipper, the Receiver, the Consignor, the Consignee the Holder of this B/L and the Owner of the goods.

3. Carrier’s Tariff. The terms of the Carrier’s applicable Tariff at the date of shipment are incorporated herein Copies of the relevant provisions of the applicable Tariff are available from the Carrier upon request in the case of inconsistency between this B/L and the application tariff, this B/L shall prevail.

4. Time Bar. Liability whatever of the Carrier shall cease unless suit is brought within 11 months after delivery of the goods or the date when the goods should have been delivered.

5. Law and Jurisdiction. Disputes arising under this B/L shall be determined at the option of the Claimant by the courts and subject to clause 12 of this B/L in accordance with the law at-
(a) The place where the Carrier has his habitual residence or his principal place of business or the branch of agency through which the contract of combined transport was made or
(b) The place where the goods were taken in charge by the Carrier or the place designated for delivery.

No procedures may be brought before other courts unless the parties expressly agree on both the choice of another court or arbitration tribunal and the law to be then applicable.

PERFORMANCE OF THE CONTRACT

1. Sub-contracting. (1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading undocking, storing, warehousing and handling and any and all duties whatsoever undertaken by the Carrier in relation to the goods.

(2) For the purposes of this contract and subject to the provisions of this B/L, the Carrier shall be responsible for the acts and omissions of any person of whose services he makes use for the performance of the contract of carriage evidenced by this document.

2. Methods and Routes of Transportation. (1) The Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes.

(2) In accordance herewith for instance in the event of carriage by sea, vessels may sail all or part of their voyage without landing under疙瘩 equip adjustment dry-deck and live vessels in all situations.

B. Optional Stowage.

(1) Goods may be stowed by the Carrier by means of containers, transportable tanks, flats, pallets, or similar articles of transport used to transport cargo or cargo units within containers or transportable tanks.

(2) Containers, trailers and transportable tanks, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, may be carried on or under deck without notice to be Merchant.

H. Hindrances etc. Affecting Performance.

(1) The Carrier shall use reasonable endeavours to complete the transport and to deliver the goods at the place designated for delivery.

(2) If at any time the performance of the contract as evidence by this B/L or by the terms of any of the Incoterms is delayed in whole or in part, the Carrier shall be liable for any loss or damage therefore to the extent that factors for which he is liable under this clause have contributed to the loss or damage.

(3) Where under sub-clause (2) the Carrier is not under any liability in respect of some of the loss or damage, the Carrier shall be liable for the loss or damage to the extent that those factors for which he is liable under this clause have contributed to the loss or damage.

(4) The burden of proving that the loss or damage was due to one or more of the causes, or events, specified in (c), (d) or (h) of sub clause (2) shall rest upon the Carrier.

When the Carrier establishes that in the circumstance of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in (c), (d) or (h) of sub clause (2), the Carrier shall not be liable.

(1) The value of the goods shall be fixed according to the commodity exchange price or, if there by no commodity exchange price or current market price by reference to the normal value of goods of the same kind and quality.

(2) Compensation shall not however exceed 30% to 50% of gross weight of the goods in case of A Fracht means a unit consisting of 655 kilograms of gold of millimolar fineness 900.

(4) Higher compensation may be claimed only when with the consent of the Carrier the value for the goods declared by the consignor which exceeds the limits laid down by this clause has been stated in this B/L, in which case the amount of the declared value shall be substituted for that amount.


(1) Notwithstanding what is provided for in Clauses 10 and 11 of this B/L, if it can be proved where the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier be entitled to the benefit of the provisions contained in any international convention or national law, which prevails.

(2) The Carrier shall be entitled to be indemnified for all expenses, loss or damage incurred by the Carrier in providing or maintaining containers, tanks, or other equipment for the carriage of goods or cargo units.

14. Notice of Loss. Unless notice of loss or damage to the goods and the general nature of it is given in writing to the Carrier at the place of delivery before or at the time of the delivery of the goods to the custody of the person entitled to deliver thereof under this B/L, if the loss or damage be not apparent within six consecutive days thereafter such notice shall be prima facie evidence of the delivery of the Carrier the goods as described in this B/L.

15. Defences and Limits for the Carrier.

(1) The defences and limits of liability provided for in this B/L shall apply in any action against the Carrier for loss or damage to the goods whether the action be brought in contract or in tort.

(2) The Carrier shall not be entitled to the benefit of the limitation of liability provided for in Clause 13 sub-clause (3) if it is proved that the loss or damage resulted from an act or omission of the person done with intent to cause damage of recklessness and with knowledge that damage would probably result.

16. Defences and Limits of Servants, etc.

(1) If an action for loss or damage to the goods is brought against a recent agent or independent contractor or such person shall be entitled of himself the defences and limits of liability which the Carrier is entitled in no way alter or waive.

(2) However if it is proved that the loss or damage resulted from an act or omission of this person, done with intent to cause damage or recklessness and with knowledge that damage would probably result, such person shall not be entitled to the benefit of limitation of liability provided for in Clause 13 sub-clause (3).

(3) Subject to the provisions of Clause 11 sub-clause (3) of Clause 15 sub clause (2) of this clause the aggregate of the amounts recoverable from the Carrier and his servants agents or independent contractors shall in no case exceed the limits provided for in this document.

IV. DESCRIPTION OF GOODS

17. Carrier’s Responsibilities.

This B/L shall be prima facie evidence of the receipt by the Carrier of the goods mentioned herein described in respect of the particulars which he had reasonable means of checking In respect of such particulars proof to the contrary shall not be admissible, when this document has been transferred to a third party acting in good faith.

18. Shippers Responsibilities. The Shipper shall be deemed to have guaranteed to the Carrier the accuracy at the time the goods were taken in charge by the Carrier of the description of the goods marks number, quantity and weight, as furnished by him, and the Shipper shall indemnify the Carrier against all loss damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under this B/L to any person other than the Shipper.

V. FREIGHT AND LIEN

19. Freight.

(1) Freight shall be deemed earned on receipt of the goods by the Carrier and shall be paid in any event.

(2) The Merchant’s attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid rate of exchange devaluation and fluctuation of freight and charges in the relevant freight conditions if no such stipulation as to devaluation exists or is applicable the Freight mentioned in the B/L shall apply.

(3) If the currency in which freight and charges are quoted is de-valued between the date of the freight agreement and the date when the freight and charges are paid then all freight and charges shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency.

20. For the purpose of verifying the freight basis the Carrier re-serves the right to have the contents of containers tanks or similar articles of transport inspected in order to ascertain the weight measurement value or nature of the goods.

20. Lien. The Carrier shall have a lien on the goods for any amount due under the contract for the costs of recovering the same and may enforce such lien in any reasonable manner.

VI. MISCELLANEOUS PROVISIONS 21. General Average

(1) General Average to be adjusted at any port or place at the Carrier option and to be settled according to the York Antwerp Rules 1950 this covering all goods whether carried on or under deck The Amended Jason Clause as approved by BIMCO to be considered as incorporated herein.

(2) Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall if required to be submitted to the Carrier prior to delivery of the goods.

22. Dangerous goods

(1) When the Merchant hands goods of a dangerous nature of the Carrier he shall inform him in writing of the exact nature of the danger and indicate if necessary the precautions to be taken.

(2) Goods of a dangerous nature which the Carrier did not know were at the time or place to be transported, shall in like manner be unloaded destroyed or rendered harmless without, compensation, further the Merchant shall be liable for all expenses loss or damage arising out of their handing over for carriage or of their carriage.

(3) If any goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the ship or cargo they may in like manner be landed at any time or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier expect to General Average if any

23. Both-to-Blame Collision Clause

The both-to-Blame Collision Clause as adopted by BIMCO to be considered incorporated herein.

24. Shipper-packed Containers, etc.

(1) If a container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss or damage to its contents and the Merchant shall cover the loss or expense incurred by the Carrier for such loss, damage or expense has been caused by
(a) Negligent packing or stowing of the container.
(b) The contents being unsuitable for carriage in container or
(c) The unsuitability or defective condition of the container unless the container has been supplied by the Carrier and the unsuitability or defective condition is not made apparent on inspection at or prior to the time when the container was filled, packed or stowed.

25. The provisions of paragraph (1) of this clause also apply with respect to trailers, transportable tanks flats and pallets which have not been filled packed or stowed by the Carrier.

TERMS AND CONDITIONS FOR CARRIAGE

FREE SALE DEMO INDA INDIA PVT LTD – BILL OF LADING