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|---|---|
| Shipper<br>4G LOGISTICS INDIA PVT LTD<br>10 DBS CENTRE NUNGAMBAKKAM HIGH ROAD NUNGAMBAKKAM CHENNAI<br>TAMILNADU INDIA 600084 EMAIL: RAM@FRESATECHNOLOGIES.COM                     | <b>B/L No. PLMAAJEA00081</b>  |
| Consignee<br>AL NASER TRADING COMPANY LLC<br>POST BOX : 12356 30 AL MAKTHOOM BUILDING NEAR MUBARAK CENTRE<br>ROUND ABOUT AL NABHA SHARJAH SHARJAH UNITED ARAB EMIRATES            | <br><br><h2 style="margin: 0;">BILL OF LADING</h2> <p style="font-size: small; margin: 5px 0;">RECEIVED in apparent external good order and condition except as otherwise stated the total number of Containers or other packages or units enumerated below for transportation from the Place of Receipt to the Place of Delivery subject to the terms hereof. One of the signed Bill of Lading must be surrendered duly endorsed in exchanged for the Goods or delivery order on presentation of the document (duly endorsed) to the carrier by or on behalf of the Holder and rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding on the Merchant) become binding in all respects between the Carrier and</p> |
| Notify Party<br>AL NASER TRADING COMPANY LLC<br>POST BOX : 12356 30AL MAKTHOOM BUILDING<br>NEAR MUBARAK CENTRE ROUND ABOUT<br>AL NABHA<br>SHARJAH SHARJAH<br>UNITED ARAB EMIRATES |   |

| Vessel<br>CMA CGM/9887   | Place of Receipt<br>CHENNAI (EX MADRAS), INDIA      | Port of Loading<br>CHENNAI (EX MADRAS), INDIA   | Number of original Bs/L<br>1(ONE)                 |                |
|--|---|---|---|----------------|
| Port of Discharge<br>JEBEL ALI, UNITED ARAB EMIRATES               | Port of Delivery<br>JEBEL ALI, UNITED ARAB EMIRATES | Final Destination<br>JEBEL ALI, UNITED ARAB EMIRATES  | Freight and Charges Payable at<br>FREIGHT PREPAID |                |
| Mark and Numbers   | Numbers and Type of package                         | Description of goods  | Weight kilos                                      | Measurement M3 |
| ABCU9877666 / SEAL NO. :<br>SL345566 / 20' DC X 1<br><br>NIL MARKS | 125 PACKAGES  | <b><u>SHIPPER'S LOAD STOW COUNT WEIGH AND SEAL</u></b><br><b>SAID TO CONTAIN</b><br>STC: VALVE MATERIALS FOR MACHINERY PARTS<br><br>FREIGHT PREPAID<br>ALL DESTINATION CHARGES ARE CONSIGNEE'S<br>ACCOUNT | SAID TO WEIGH                                     | 24.000 CBM     |

TOTAL NUMBER OF CONTAINERS OR PACKAGES (IN WORDS) (ONE HUNDRED TWENTY-FIVE) 125 PACKAGES ONLY

|   |                                 |                            |
|---|---------------------------------|----------------------------|
| Conatiner Nos. ONE(1X20' DC) CONTAINER ONLY   | SHIPPED ON THE BOARD THE VESSEL |                            |
| Type of Sevice  | DATE 16-JAN-19                  |                            |
| Delivery Agent<br>FRESA DEMO DUBAI UAE LLC<br>DUBAI UNITED ARAB EMIRATES<br>TEL: 04-2339876 EMAIL: USER@FRESADEMOCOMPANY.COM  | Freight and Charges             |                            |
| In witness of the contract herein contained the above stated number of originals have been issued one of which being<br>accomplished the other(s) to be void signed on behalf of the Carrier: |                                 |                            |
| <b>For FRESA DEMO INDIA PVT LTD</b><br><b>As Agents</b>   |                                 |                            |
| signed at   | Date 28-JAN-19                  | Charges payable at CHENNAI |

## TERMS AND CONDITIONS FOR CARRIAGE FRESA DEMO INDIA PVT LTD – BILL OF LADING

### GENERAL PROVISIONS

1 Applicability- Notwithstanding the heading " Bill of lading" the provisions set out and 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 "Merchant" 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 All liability whatsoever 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 proceedings 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

6 Sub-contracting.

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading unloading, storing ware-housing 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 make use for the performance of the contract of carriage evidence by this document

7. 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 with or without pilots undergo repairs adjust equipment dry-dock and tow vessels in all situations

8. Optional Stowage.

(1) Goods may be stowed by the Carrier by means of containers trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate goods

(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

9. Hindrances etc. Affecting Performance.

(1) The Carrier shall use reasonable endeavors 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 is or will be effected by any hindrance, risk, delay, difficulty of disadvantage of whatsoever kind, and if by virtue of sub-clause (1) the Carrier has no duty to complete the performance of the contract, the Carrier (whether or not the transport is commenced) may elect to

(a) Treat the performance of this contract as terminated and place the goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient, or

(b) Deliver the goods at the place designated for delivery

In any event the Carrier shall be entitled to tell freight for goods received transportation and additional compensation for extra costs resulting from the circumstances referred to above

### 1. CARRIER'S LIABILITY

10. Basic Liability

(1) The Carrier shall be liable for loss of or damage to the goods occurring between the time when he receives the goods into his charge and the time or deliver

(2) The Carrier shall however be relieved of liability for any loss or damage is such loss or damage arose or resulted from

(a) The wrongful act or neglect of the Merchant

(b) Compliance with the instructions of the person entitled to give them

(c) The lack of or defective conditions of packing in the case of goods which by their nature, are liable to wastage or to be damaged when not packed or when not properly packed

(d) Handling loading stowage or unloading of the goods by or on behalf of the Merchant

(e) Inherent vice of the goods

(f) Insufficiency or inadequacy of marks or number on the goods, covering or unit loads

(g) Strikes of lock-outs or stoppage or restraints of labor from whatever cause whether partial or general

(h) Any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence

(3) Where under sub-clause (2) the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable 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 (a), (b) and (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) to (g) of sub clause (2)It shall be presumed that it was so caused The Merchant shall, however, be entitled to prove that the loss or damage was not in fact caused either wholly or partly by one or more of the causes or events?

11. The Amount of Compensation.

(1) When the Carrier is liable for compensation in respect of loss of or damage to the goods, such compensation shall be calculated by reference to the value or such goods at the place and time they are delivered to the Merchant in accordance with the contract or should have been so delivered,

(2) 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

(3) Compensation shall not however, exceed 30 Francs per kilo of gross weight of the goods lost or damaged A Franc means a unit consisting of 655 milligrams of gold of millesimal 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 in this clause has been stated in this B/L in that case the amount of the declared value shall be substituted for that limit

12. Special Provisions.

(1) Notwithstanding anything 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 require such) liability to be determined by the provisions contained in any international convention or national law, which previons.

(a) Cannot be departed from by private contract to the detriment of the Claimant and

(b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particulars stage of transport where the ?OSS or damage occurred and received as evidence there of any particulars document which must be issued if such international convention or national law shall apply.

(2) Insofar as the Hague Rules contained in the international Convention for the Unification of Certain Rules relating to Bill of Lading dated 25<sup>th</sup> August 1924 do not apply to carriage by sea by virtue of the forgoing provisions of this clause the liability of the Carrier in respect of any carriage by sea shall be determined by that Convention The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways as if such carriage by sea Furthermore they shall apply to all goods, whether carried on deck or under deck,.,

(13). Delay, Consequential Loss, etc. If the Carrier is held liable In respect of delay, consequential loss or damage other than loss of or damage to the goods the liability of the Carrier shall be limited to the freight for the transport covered by this B/L or to the value of the goods as determined in Clause 11, whichever is least

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

15. Defenses and Limits for the Carrier

(1) The defenses 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 founded in contract or in tort

(2) The Carrier shall not be entitled to the benefit of the limitation of liability provided for in Clause 11 sub-clause (3) if it is proved that the loss or damage resulted from an act or omission of the Carrier done with intent to cause damage of recklessly and with knowledge that damage would probably result

16. Defenses and Limits of Servants, etc.

(1) If an action for loss or damage to the goods is brought against a secant agent or independent contract or such person shall be entitled to avail himself of the defenses and limits of liability which the Carrier is entitled to invoke under this contract

(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 recklessly 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 11 sub-clause (3)

(3) Subject to the provisions of Clause 11 sub clause (13) of Clause 15 sub clause (2) and of sub clause (2) of his clause the aggregate of the amounts recoverable from the Carrier and his servant's agents or independent contractors shall in no case exceed the limits provided for in this document

### IV. DESCRIPTION OF GOODS

17. Carrier's Responsibility.

This B/L shall be prima facie evidence of the receipt by the Car- her of the goods as herein described in respect of the particulars which he had reasonable mean of checking In respect of such particulars proof to the contrary shall not be admissible, when this document been transferred to ? third party acting in has good faith

18. Shippers Responsibility. 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 indemnify 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 other contingencies relative to freight and charges in the relevant tariff conditions if no such stipulation as to devaluation exists or is applicable the following clause to apply

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

(3) For the purpose of verifying the freight basis the Carrier re- serves the right to have the contents of containers trailers 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 and 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 Carriers option and to be settled according to the York Antwerp Rules 1950 this covering all gods 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 be submitted to the Carrier prior to deliver 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 dangerous may at any time or place, 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 not be liable for any loss or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier if such loss, damage or expense has been caused by

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 of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier if such loss, damage or expense has been caused by

(a) Negligent filling 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 un- suitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stored.

(2) 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