

Sea Lead Shipping

Bill of Lading for Ocean Transport or Multimodal Transport

| | | | | | |
|---|--|---|---------------------------|-----------------------------|-------------------|
| SHIPPER (NAME AND FULL ADDRESS) MESCO ULUSLAR ARASI TAS. ITH. IHR. TIC.A.S AKDENIZ MAHALLESİ AKDENİZ CD TEV BİRSEL İS MERKEZİ NO:14 K:3 D:32 PASAPORT KONAK İZMİR 35220 export@mesco.com.tr | | BOOKING NO. 3100051400 | SERVICE | BL NO. 3100051400 | |
| | | EXPORT REFERENCES | | | |
| CONSIGNEE (NAME AND FULL ADDRESS) AD SHIPPING AGENCIAMENTO DE CARGAS LTDA Rua Ernesto Carlos Iserhard, 526 - ZIP CODE 96825-040 – Higienópolis Santa Cruz do Sul – RS – Brasil CNPJ: 24.875.425/0001-02 Phone: +55 (51) 39024008 | |  | | | |
| NOTIFY (NAME AND FULL ADDRESS) AD SHIPPING AGENCIAMENTO DE CARGAS LTDA Rua Ernesto Carlos Iserhard, 526 - ZIP CODE 96825-040 – Higienópolis Santa Cruz do Sul – RS – Brasil CNPJ: 24.875.425/0001-02 Phone: +55 (51) 39024008 | | 78 Shenton Way 10-01, Singapore 079120 Telephone: +65 6222 1088 | | | |
| | | PROPOSED ROUTING | | | |
| PRECARRIAGE (*) | PLACE OF RECEIPT BY PRECARRIER (*) | DESTINATION OFFICE Unimar Agenciamentos Marítimos Ltda Praça Correia de Melo 08 – Centro 000000000 +55551321017890 rpinho@unigroup.com.br Santos Brazil | | | |
| PORT OF LOADING BELDE PORT | VESSEL (Vessel / Voyage / leg) SSF LILY / 0004W | | | | |
| PORT OF DISCHARGE ITAPOA | PLACE OF FINAL DELIVERY BY ON CARRIER(*) ITAPOA PORT ,Brazil | | | | |
| PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE | | | | | |
| MARKS AND NUMBERS | NO. OF CONTAINERS OR PKGS. | DESCRIPTION OF PACKAGES AND GOODS | CARGO GROSS WEIGHT | MEASUREMENT | |
| VOLU2508090 -20DC -LB0180267 | 6 Pallets | Said to Contain : - Shippers Load, Stow and Count Shunt Reactor Column 14 DAYS FREE TIME NCM CODE: 8504 WOODEN PACKAGE USED: TREATED / CERTIFIED | 6.060 KG | 29 M3 | |
| * See Attached | | | | | |
| Total: | 6 PKGS | | 6.060 KG | 29 M3 | |
| TOTAL No. OF CONTAINERS OR PACKAGES RECEIVED BY THE CARRIER: TOTAL UNITS: ONE Container(s) - SIX Package(s) | | | | | |
| SERVICE TERMS: CY/CY The number of containers of packages shown in the TOTAL No. OF CONTAINERS OR PACKAGES RECEIVED BY THE CARRIER'S box which are said by the shipper to hold or consolidate the goods described in the PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE box, have been received by Sea Lead Shipping Pte. Ltd. from the shipper in apparent good order and condition except as otherwise indicated hereon – weight, measure, marks, numbers, quality, quantity, description, contents and value unknown - for Carriage 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) on the terms and conditions hereof INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, THE CARRIER'S APPLICABLE TARIFF AND THE TERMS AND CONDITIONS OF THE PRECARRIER AND ONCARRIER AS APPLICABLE IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF. IN WITNESS WHEREOF THREE (3) ORIGINAL BILLS OF LADING (unless otherwise stated below) HAVE BEEN SIGNED ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED THE OTHERS TO STAND VOID. | FREIGHT CHARGES | CURRENCY USD | PREPAID X | COLLECT | PAYABLE AT |
| EXCESS VALUE DECLARATION: REFER TO CLAUSE 8(1) + (2) + (3) ON REVERSE SIDE | | | | | |
| FREIGHT AS ARRANGED | | | | | |

1. DEFINITIONS

"Carriage" means the whole or any part of the carriage, loading, unloading, handling and any and all other services whatsoever undertaken by the Carrier in relation to the Goods. "Carrier" means Seafar and Shipping Pk.

"Container" includes any container (including an open top container, flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment) and includes all charges payable to the Carrier in accordance with the applicable Tariff and this bill of lading.

"Goods" means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier. "Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924. "Holder" means any Person for the time being in possession of this Bill of Lading or to whom rights of suit under the Bill of Lading have been transferred or passed.

"Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this bill of lading and anyone acting on behalf of such Person. "Multimodal Transport" means if the Place of Receipt and/or the Place of Delivery are indicated on the reverse hereof in the release of the Goods.

"Ocean Transport" refers if the Carrier is not Multimodal Transport.

"Person" includes an individual, corporation, or other legal entity.

"Sub-Contractor" includes owners, charterers and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators, warehouses, and any independent contractors employed by the Carrier performing the Carriage or whose services or equipment have been used for the Carriage and any direct or indirect sub-contractors, servants and agents thereof whether in direct contractual privity or not.

"Terms and Conditions" means all terms, rights, defenses, provisions, conditions, exceptions, limitations and liabilities herein.

"US COGSA" means the US Carriage of Goods by Sea Act 1936.

"Vessel" means any craft used in the Carriage under the bill of lading which may be a leader vessel or an ocean vessel. "COGWA" means the Carriage of Goods by Water Act 1936 of Canada.

"Shipping Unit" includes freight unit and the term "unit" as used in the Hague Rules and Hague-Visby Rules. "Stuffed" includes filled, consolidated, packed, loaded or secured.

2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Attention is drawn to the terms therein relating to free storage time and to container and vehicle damage or detention. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between the bill of lading and the applicable Tariff, the bill of lading shall prevail.

3. WARRANTY

The Merchant warrants that in agreeing to the Terms and Conditions herein he or, as has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this bill of lading.

4. NEGOTIABILITY AND TITLE TO THE GOODS

This Bill of Lading is non-negotiable unless made out to "order" in which event it shall be negotiable and shall constitute receipt for the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

(2) The Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as therein described. However, proof to the contrary shall not be admissible when this Bill of Lading, has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5. SUB CONTRACTING

The Carrier shall be entitled to sub contract on any terms whatsoever the whole or any part of the Carriage.

5.2 It is hereby expressly agreed that:

(a) No Sub Contractor, agent or servant shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Sub Contractor, agent or servant's part while acting in the course of or in connection with the Goods or the Carriage of the Goods.

(b) The Merchant understands that no claim or allegation whatsoever arising in contract, bailment, tort or otherwise shall be made against any agent or Contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods or the Carriage of the Goods whether or not arising out of negligence on the part of such Person. The Sub Contractor, agent or servant shall also be entitled to enforce the foregoing covenant against the Merchant; and (ii) if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(c) Without prejudice to the foregoing provisions of the clause, any exemption, limitation, condition and liability contained herein (other than Art III rule B of the Hague Rules) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce in any jurisdiction

contained herein (clause 28) shall also be available and shall extend to every such Sub Contractor, agent

or Contractor, who shall be entitled to enforce the same against the Merchant.

5.3 The provisions of clause 5.2(c) including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against any Persons chartering space on the carrying vessel.

5.4 The Merchant shall have no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with these Terms and Conditions which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

6. CARRIER'S RESPONSIBILITY: OCEAN TRANSPORT

6.1 Where the Carriage is Ocean Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Place of Loading to the Port of Discharge. The liability of the Carrier for loss of or damage to the Goods occurring between the time of acceptance by the Carrier of custody of the Goods for loading and the time of receipt by the Carrier for delivery at the Port of Discharge shall be determined in accordance with Articles 1-5 of the Hague Rules save as is otherwise provided in these Terms and Conditions. These articles of the Hague Rules shall apply as a matter of contract.

6.2 Where the Carrier shall have the liability whatsoever for any loss or damage to the Goods, however caused, if such loss or damage arises before acceptance by the Carrier of custody of the Goods or after the Carrier tenders the cargo for delivery. Notwithstanding the above, to the extent any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liability of the Carrier as applied by clause 6.1 during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

6.3 Where US COGSA applies then the provisions stated in the said Act shall govern during a compulsory period or from a container yard or container freight station at the Port of Loading before loading on the vessel or at the Port of Discharge before delivery to an inland carrier.

6.4 If the Carrier is requested by the Merchant to procure Carriage by an inland carrier and the inland carrier in his discretion agrees to do so, such Carriage shall be procured by the Carrier as agent only and the Merchant and Carrier shall have no liability for such carriage or the acts or omissions of such inland carrier.

7. CARRIER'S RESPONSIBILITY: MULTIMODAL TRANSPORT

7.1 Where the Carriage is Multimodal Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage 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. The Carrier shall have no liability whatsoever for loss or damage to the Goods occurring before acceptance by the Carrier of custody of the Goods for loading and the time of receipt by the Carrier for delivery at the applicable points, and, the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below.

7.2 Where the stage of Carriage where loss or damage occurred is not known:

(i) The Carrier shall be relieved of liability for any loss or damage where such loss or damage was caused by:

(a) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, or his servants, agents or Contractor;

(b) compliance with instructions of any Person entitled to give them;

(c) insufficient or defective condition of packing or marks;

(d) handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting on his behalf;

(e) inherent vice of the Goods;

(f) strike, lock out, stoppage or restraint of labour, from whatever cause, whether partial or general;

(g) a nuclear incident;

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

(i) The burden of proof that the loss or damage was due to a cause(s) or event(s) specified in clause 7.2 shall rest on the Carrier, unless the carrier can prove that the loss or damage was due to one or more causes or events specified in clauses 7.2(i)-(h), in which case it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was, in fact, caused either wholly or partly by one or more of these causes or events.

7.3 Where the stage of Carriage where the loss or damage occurred is known notwithstanding anything provided for in clause 7.2 and subject to clause 13, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) if the loss or damage is known to have occurred during Carriage by sea (shipments not to or from the United States of America or where the Carriage is by sea) in which case the Hague Rules Articles 1-5. These articles of the Hague Rules shall apply as a matter of contract; or

(b) if the loss or damage is known to have occurred during any inland carriage not in the U.S. in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred in accordance with clause 7.2 and 5.2(d), whichever imposes lesser liability on the Carrier; or

(c) if the loss or damage is known to have occurred during Carriage by sea, or shipments not to or from the United States of America or where the Carriage is by sea, or from a container yard or container freight station at the Port of Loading before loading on the carrying vessel or at the Port of Discharge before delivery to the inland carrier, by the provisions of US COGSA; or

(d) if the loss or damage is known to have occurred during any inland carriage in the U.S., in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or US COGSA whichever imposes lesser liability on the Carrier.

8. COMPENSATION AND LIABILITY PROVISIONS

8.1 Subject always to the Carrier's right to limit liability as provided for herein, if 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 of the Goods plus Freight and insurance if paid. The value of the Goods shall be determined with reference to the commercial invoice, customs declaration, any prevailing market price (at the place and time the Goods were delivered) or production price or the reasonable value of goods of the same kind and/or quality.

8.2 Save as is provided in clause 7.2:

(a) the Carrier's liability shall be limited to USD 500 per kilo of the gross weight of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises unless clause 7.2(d) applies; and

(b) for shipments to or from the U.S., the liability of the Carrier and/or Vessel shall not exceed USD 500 per Package or customary freight unit, or any lesser limitation afforded per Clause 7.2.

8.3 The Merchant agrees to indemnify the Carrier for any loss or damage to the value of the Goods and customary compensation that is provided for in this bill of lading may be claimed only when, with the consent of the Carrier, (i) for multimodal shipments from the U.S. when US inland carriage is undertaken, the Merchant elects to avoid any liability limitation provided herein by preparing extra invoices and paying for full liability under the Contract Amendment by complying with the terms in the Carrier's Tariff; and (ii) in all other cases, the Shipper declares and the Carrier states the value of the Goods delivered by the Shipper upon delivery to the Carrier has been stated in the box marked "Declared Value" on the reverse of the bill of lading and extra freight paid. In that case, the amount of the declared value shall be substituted for the value of the Goods in the bill of lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

8.4 Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection, defence, exception or limitation of liability authorized by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying Vessel.

9. GENERAL

9.1 The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery. The Carrier shall not be liable for any particular loss or damage, whether or not caused by direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.

9.2 Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.

9.3 Once the Goods have been received by the Carrier for Carriage the Merchant shall not be entitled to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this bill of lading nor to instruct or require the Goods to be delivered to any particular place or Port of Discharge or Place of Delivery, from contract, or credit of the Merchant or any market or user of the Goods and the Carrier shall under no circumstances whatsoever and however arising be liable for any direct, indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.

9.4 The Carrier shall not be liable for any loss or damage arising from any other cause whatsoever or for loss of profits.

9.5 The Goods shall be received by the Carrier for Carriage the Merchant shall not be entitled to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this bill of lading nor to instruct or require the Goods to be delivered to any particular place or Port of Discharge or Place of Delivery, from contract, or credit of the Merchant or any market or user of the Goods and the Carrier shall under no circumstances whatsoever and however arising be liable for any direct, indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.

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BILL OF LADING (ATTACHED SHEET)

| VESSEL / VOYAGE : SSF LILY / 0004W | | | | BILL OF LADING NUMBER: 3100051400 | | | | |
|------------------------------------|-----------------------------------|-----------|-----------------|-----------------------------------|----------|------|----------------|--------------|
| Container | Charge | Basis | No.of Container | Currency | Rate Per | Unit | Prepaid | Collect |
| 20G0 | Total Ocean freight Charges | Container | 1 | USD | 6666.00 | 1 | 6666.00 | 0.00 |
| 20G0 | Terminal Handling Charges Loading | Container | 1 | USD | 300.00 | 1 | 300.00 | 0.00 |
| 20G0 | Damage Insurance Charges | Container | 1 | USD | 40.00 | 1 | 0.00 | 40.00 |
| | Bill of Lading Charges | B/L | 1 | USD | 50.00 | 1 | 50.00 | 0.00 |
| Totals USD | | | | | | | 7016.00 | 40.00 |
| Totals BRL | | | | | | | 0.00 | 0.00 |