



BILL OF LADING

PROFORMA - NON NEGOTIABLE (Non Negotiable Unless Consigned to Order)

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) ATC MIDDLE EAST FZCO LIMITED ADD:RM 023 9/F BLK G KWAI SHING IND BLDG (STAGE 2) 42-46 TAI LIN PAI RD KWAI CHUNG NT *		BOOKING NO.	BILL OF LADING NO. OOLU2748827021
		EXPORT REFERENCES RATE FOLDER 00091886	
CONSIGNEE (COMPLETE NAME AND ADDRESS) AHMED ABID AL-SHEIKH TRADING CO. KILO-08, OLD MAKKAH ROAD JEDDAH- SAUDI ARABIA CONTACT: **		FORWARDING AGENT-REFERENCES FMC NO.:	
		POINT AND COUNTRY OF ORIGIN OF GOODS	
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) (It is agreed that no responsibility shall be attached to the Carrier or its Agents for failure to notify (see Clause 13 on reverse)) SAME AS CONSIGNEE		ALSO NOTIFY PARTY-ROUTING & INSTRUCTIONS	
PRE-CARRIAGE BY		PLACE OF RECEIPT NANSHA, CHINA	
VESSEL/VOYAGE/FLAG COSCO SHIPPING SINCERE 15		LOADING PIER/TERMINAL SHENZHEN	
PORT OF DISCHARGE JEDDAH, SAUDI ARABIA		TYPE OF MOVEMENT (IF MIXED, USE DESCRIPTION OF PACKAGES AND GOODS FIELD) CY/CY	

(CHECK "HM" COLUMN IF HAZARDOUS MATERIAL)				PARTICULARS DECLARED BY SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER			
CNTR. NOS. W/SEAL NOS. MARK & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	H M	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT		
OOLU9808445 /OOLJYT2426 /			1469 CARTONS /FCL/FCL /40HQ/				
RAFEED	1469 CARTONS		STRIP LIGHT 940511000000 LED RECESSED LUMINAIRES (LED DOWN LIGHT) 940511000000	17250.000KGS	68.000CBM		
			SURRENDER				
TOTAL:	1469 CARTONS			17250.000KGS	68.000CBM		
OCEAN FREIGHT PREPAID				TOTAL NO. OF CONTAINERS/PACKAGES RECEIVED & ACKNOWLEDGED BY CARRIER FOR THE PURPOSE OF CALCULATION OF PACKAGE LIMITATION (IF APPLICABLE): 1 CONTAINER(S)/PACKAGE(S)			
DESTINATION CHARGES COLLECT PER LINE TARIFF, AND TO BE COLLECTED FROM THE PARTY WHO LAWFULLY DEMANDS DELIVERY OF THE CARGO.				** TO BE CONTINUED ON ATTACHED LIST **			

NOTICE 1: For carriage to or from the United States of America, (i) Clauses 4 and 23 on the reverse side hereof limit the Carrier's liability to a maximum of U.S.\$500 per package or customary freight unit by virtue of incorporation of the U.S. Carriage of Goods by Sea Act ("COGSA"), unless the Merchant declares a higher cargo value below and pays the Carrier's ad valorem freight charge; and (ii) if carried on deck at Merchant's risk as to perils inherent in such carriage but in all other respects subject to the provisions of COGSA.

NOTICE 2: See Clause 28 on the reverse side hereof: Notice to Endorsee and/or Holder and/or Transferee.

NOTICE 3: If Goods carried on deck at Merchant's risk without responsibility for loss or damage howsoever caused.

Declared Cargo Value US\$

.If Merchant enters a value, Carrier's limitation of liability shall not apply and the ad valorem rate will be charged.

FREIGHT & CHARGES PAYABLE AT:

SERVICE CONTRACT NO.

DOC FORM NO.

COMMODITY CODE

1

CODE	TARIFF ITEM	FREIGHTED AS	RATE	PREPAID	COLLECT	
						Received the Container/Package or other units indicated in the box identified as "Total No. of Containers/Packages received and acknowledged by Carrier" in apparent good order and condition, unless otherwise indicated, to be transported and delivered as herein provided. The receipt, custody, carriage and delivery of the goods are subject to the terms appearing on the face and back hereof and to the Carrier's applicable tariff. In witness whereof 3 original bills of lading have been signed, one of which being accomplished, the other(s) to be void. DATE CARGO RECEIVED DATE LADEN ON BOARD o 12 NOV 2024 DATED 12 NOV 2024

The printed terms and conditions appearing on this Bill of Lading are available at www.oocl.com, in OOCL's published US tariffs, and in pamphlet form.

+ STRIKE OUT FOR ON BOARD VESSEL BILL OF LADING

♦ SEE CLAUSE 1 HEREOF

o SEE CLAUSE 2 HEREOF

QF001

HQD 01/01

SIGNED ORIENT OVERSEAS CONTAINER LINE
BY: (CHINA) CO. LTD. SHENZHEN BRANCH

, as agent for

ORIENT OVERSEAS CONTAINER
LINE, AS CARRIER♦

THIS BILL OF LADING IS A 3 PAGE DOCUMENT AND CARRIAGE OF GOODS IS SUBJECT TO OOCL'S STANDARD TERMS AND CONDITIONS OF CARRIAGE, WHICH APPEAR AT THE END HEREOF AS PAGE 3

B/L NO.: OOLU2748827021

DELIBERATELY LEFT BLANK AND CONTINUE ON NEXT PAGE

THIS BILL OF LADING IS A 3 PAGE DOCUMENT AND CARRIAGE OF GOODS IS SUBJECT TO OOCL'S STANDARD
TERMS AND CONDITIONS OF CARRIAGE, WHICH APPEAR AT THE END HEREOF AS PAGE 3

The printed terms and conditions appearing on the face and reverse side of this Bill of Lading are available at www.oocl.com, in Carrier's published US tariffs, and in pamphlet form.

[illegible]

19) GENERAL

1. The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use. In no circumstances shall the Carrier be liable for loss or damage due to

2. Save as 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. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage, such liability shall in no event exceed the freight paid for the transport covered by this Bill of Lading.

3. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant whether before or after the Goods are received by the Carrier for transportation or delivery to the Merchant.

4. All Containers to be the joint and several responsibility of all the persons coming within the definition of the Merchant and must be redelivered clean and undamaged to a place or point of interchange nominated by the Carrier within the time prescribed in the Carrier's applicable tariffs and contracts, failing which each of such persons are jointly and severally liable for

such detention, loss or expense incurred as a result thereof including but not limited to demurrage, container detention charges, the costs of replacement, transportation and repair.

1. The Carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all, or without incurring any additional expense or taking any measures in relation to the Container or its contents or any part

2. The Carrier is not responsible for any damage or loss to the Cargo resulting from inspection by customs or other authorities and Merchant shall be responsible for any costs, fines, or penalties incurred as a result of such inspection or otherwise.

21) **VARIATION OF CONTRACT.** Merchant agrees that this Bill of Lading constitutes the entire agreement between the parties. There are no understandings to the subject matter of this agreement other than as herein set forth, and any such actual or purported prior to or contemporaneous understandings or communications are hereby abrogated. No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized in writing by the Carrier. Subject to Clause 3, all agreements or freight engagements for the shipment of the Goods are superseded by this Bill of Lading.

22) **GENERAL AVERAGE.** General Average shall be adjusted at any port or place at the option of the Carrier in accordance with the York-Antwerp Rules, 1994 and any subsequent modification or re-enactment thereof and shall be applied to Containers and/or Goods loaded on deck or under deck. In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature and shall be entitled to recover from the other contributors their respective shares of such contributions. If the cargo vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the saving vessel(s) belonged to strangers. The Carrier shall have a lien on the Goods for all General Average contribution (including but not limited to salvage) for which the Merchant is responsible and shall be entitled to a cash deposit or other security therefore in a form acceptable to the Carrier. If the Carrier delivers the Goods without obtaining security for general average contribution or such contributions or if the Carrier does not receive a cash deposit or other security for the estimated amount of such contributions or such contributions the Carrier shall reasonably require:

23) **AD VALOREM DECLARATION OF VALUE.** The Merchant agrees that higher compensation than that provided for in this Bill of Lading may not be claimed unless the nature and value of the Goods have been declared by the Merchant prior to the commencement of the carriage and inserted in this Bill of Lading in the space captioned "Declared Cargo Value" and extra freight paid on such declared value if required. In such case, the declared value if embodied in the Bill of Lading shall be the basis for calculating the Carrier's liability, (if any), provided that such declared value shall be prima facie evidence, but shall not be conclusive on the Carrier and further provided that such declared value does not exceed the true value of the Goods at destination. Any partial damage shall be adjusted pro rata on the basis of such declared value.

24) **LIMITATION OF LIABILITY.** The Carrier, the Vessel, her owner(s), operator(s), demise, time, slot and space charterers shall be entitled to the same rights of limitation as are or would be available to the owner of the Vessel under the Brussels Limitation Convention of 1957, the London Limitation Convention of 1976 or any other applicable convention, statute or law, governing the rights of shipowners to limit their liability in accordance with the tonnage or value of the Vessel in the jurisdiction in which any claim is brought under this Bill of Lading.

25) **SUB-CONTRACTING AND INDEMNITY**
(a) The Carrier shall be entitled to sub-contract the whole or any part of the duties undertaken by the Carrier in this Bill of Lading in relation to the Goods on any terms whatsoever consistent with any applicable law.

(b) Merchant undertakes that no claim or allegation shall be made against any person performing or undertaking such duties (including all servants, agents and sub-contractors of the Carrier) other than the Carrier, which imposes or attempts to impose upon any such person, or any vessel owned by any such person, any liability whatsoever in connection with the Goods or the carriage of the Goods from port of loading to port of discharge whether or not arising out of negligence on the part of such person and, if any such claim or allegation should nevertheless be made, the Merchant will indemnify the Carrier against

(c) Without prejudice to the Merchant's indemnity obligations herein, the Vessel and every subcontractor of the Carrier of any nature whatsoever (including but not limited to the Participating Carrier, the Vessel, the owner, charterer, operator, Master, officer and crew of the Vessel, and employees, agents, representatives, and all stevedores, terminal operators, watchmen, carpenters, lather, ship cleaners, surveyors and other independent contractors) shall have the benefit of every right, defense, exemption and limitation of liability available under applicable law or by contract to the carrier, its subcontractors, agents, officers, crew members, employees, representatives, and independent contractors.

seizure, imitation and identity of whatsoever nature herein contained or otherwise available to the Carrier as if such provisions were expressly for its benefit, and in entering into this contract, the Carrier, does so not only on its own behalf but also as agent and trustee for such persons or Vessel. The term "subcontractor" as used herein shall include both direct and indirect subcontractors hired by the Carrier to perform the Carrier's own obligations under the Bill of Lading, or the obligations of any person for whom the Carrier acts as agent. An indirect subcontractor is a person with whom the Carrier is not in contractual privity. For the purpose of this Clause 25, the Vessel and all subcontractors shall be deemed to be parties to the contract evidenced by this Bill of Lading.

(d) The provisions of Clause 25(b) shall extend to claims or allegations of whatsoever nature against other persons chartering space on the carrying Vessel.

(e) The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any person other than in accordance with the terms and conditions of this Bill of Lading which imposes or attempts to

26) NOTICE OF LOSS: TIME BAR

2. Subject to Clause 26(3), the Carrier shall be discharged of all liability under this Bill of Lading unless suit is brought and written notice thereof given to the Carrier within nine months after delivery of the Goods. In the case of total loss of the Goods the period shall begin to run two months after the Goods have been received for transportation.

27) **BOTH-TO-BLAME COLLISION.** 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 of the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant undertakes to pay the Carrier or where the Carrier is not the owner and in

possession of the carrying Vessel to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying Vessel, a sum sufficient to indemnify the Carrier and/or the owners and/or demise charterer of the carrying Vessel 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 Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant 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 her owner or demise charterer or carrier. The foregoing provisions shall also apply where the owners, operators or demise charterers of the carrying Vessel are not the same as the owners, operators or demise charterers of the other or non-carrying vessel.

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, contact, stranding or other accident.

28) NOTICE TO ENDORSEE AND/OR HOLDER AND/OR TRANSFERREE. By taking up this Bill of Lading, whether by endorsement and/or becoming a holder and/or by transfer hereof and/or by presenting this Bill of Lading to obtain delivery of the Goods herein and/or otherwise, the endorsee/holder/transferree and the Carrier agree that the holder/endorsee/transferree thereupon become a party to a contract of carriage with the carrier on the basis herein.

29) **EXCEPTIONS CLAUSE** Carrier shall not be liable for any loss, damage, delay or failure in performance hereunder occurring at any time including before loading on or after discharge from the Vessel or during any voyage, arising or resulting from the happening and/or threat and/or after effects of one or more of the following acts of God, act of war, force majeure, quarantine restrictions, embargo, acts of public enemies, thieves, pirates, sailing thieves, hijacking, arrest or restraint of princes, rulers or people, seizure under legal process, act or omission of Shipper, its agent or representative, strikes or lock-

outs or stoppage or restraint of lading from whatever cause, partial or general, riots or civil commotions, fire or latent defect.

30) **APPLICABLE LAW.** This Bill of Lading, the contract contained in and/or evidenced hereby, and the rights and obligations of all parties concerned in connection with the carriage of the Goods hereunder shall be governed by and construed in accordance with English law and any and all claims, suits, proceedings or disputes howsoever arising in connection with such Bill of Lading, contract, rights and obligations shall be determined in accordance with English law.

if the carriage of Goods hereunder is foreign trade to, from or through a port in the United States or if COGSA shall for any reason whatsoever apply compulsorily to the carriage of the Goods hereunder then this Bill of Lading, the contract contained in and/or evidenced hereby, and the rights and obligations of all parties concerned in connection with the carriage of the Goods hereunder shall be governed by and construed in accordance with United States law and all claims, suits, proceedings or disputes howsoever arising in connection with such Bill of Lading, contract, rights and obligations shall be determined in accordance with United States law.

31) **PERSONAL DATA PROTECTION.** The parties agree to fully comply with General Data Protection Regulation 2016/679 ("GDPR") and any applicable data protection laws and be bound by the terms available at [https://www.oocl.com/eng/resourcescenter/industrylinks/Documents/Framework\(A\)-Shipper.pdf](https://www.oocl.com/eng/resourcescenter/industrylinks/Documents/Framework(A)-Shipper.pdf) ("Framework") under which the Merchant is the "data controller" and the Carrier is the "data processor" in respect of any personal data provided by the Merchant to the Carrier for the contract of carriage. The Merchant (i) authorises the Carrier to process any personal data provided to the Carrier or which is made available to the Carrier by the Merchant for the purposes of providing service under this contract of carriage and

for other purposes including transferring personal data to competent bodies, courts or regulatory authorities, as may be requested; (ii) acknowledges and agrees that the Carrier may transfer the personal data to its affiliates, employees, agents, delegates, sub-processors or competent authorities and to a country outside of the European Economic Area and the United Kingdom in accordance with such latest applicable Standard Contractual Clauses as set out in the Framework and/or other available data transfer solutions.

INTERNATIONAL OVERSEAS CONTAINER LINE
(INA) CO., LTD. SHENZHEN BRANCH
as agent for

VERSEAS CONTAINER
CARRIER♦

**SUBJECT TO OOCL'S STANDARD
TERMS AND CONDITIONS
HEREOF AS PAGE 3**

TERMS AND CONDITIONS OF CARRIAGE, WHICH APPEAR AT THE END HEREOF AS IF AS