

B/L No.  
LAT02

Shipper

**IBCS TRADING AND DISTRIBUTION  
CO LTD**

Consignee (B/L not negotiable unless to "ORDER OF")

**SYRIA DUTY FREE SHOPS LTD  
SYRIA**

Notify Party  
**CONSIGNEE**

Pre - carriage by | Place of Receipt

Ocean Vessel | Voy.No. | Port of Loading  
**CAPE SPEAR 009 LIMASSOL PORT**

Port of Discharge | Place of Delivery  
**LATTAKIA PORT, SYRIA**

Final destination  
(For the Merchant's reference only)

RECEIVED in apparent external good order and condition unless otherwise stated. The containers, other packages or units bearing marks or numbers indicated below for transportation from the place of receipt or the port of loading, whichever applicable to the place of delivery or the port of discharge, whichever is applicable, subject to terms agreed. Weight, measure, marks, numbers, quality, quantity, condition, contents and value will bear by the Shipper and were not or could not be ascertained and/or checked by the Carrier unless the carrier been expressly acknowledged and agreed to. The signing of this Bill of Lading is not to be considered an agreement.

IN ACCEPTING this Bill of Lading, the Merchant agrees to be bound by all the terms and conditions, and I terms whether printed, stamped or written separate and/or in particular agree that the Carrier shall have the right to stuff cargo in containers and to carry on deck all kinds of containers, including tri-tanks, flats, canvas tops, pallets or similar articles used to consolidate goods.

ON PRESENTATION of the document (fully endorsed) to the Carrier by or on behalf of the Holder, the rights and liabilities arising in accordance with the terms herein shall (without prejudice to any rule of common law or of the law of the port of loading) become binding in all respects between the Carrier and the Holder, though the contract evidenced hereby had been made between them.

IN WITNESS whereof the number of Original Bills of Lading stated below at this tenor and date, has signed, one of which being accomplished the others to stand void. One of the Original Bills of Lading must be rendered duly endorsed in exchange for the goods or delivery order.



Container No.	Seal No.: Marks & Nos.	Quantity and Kind of Packages: Description of Goods (as declared by the Shipper)	Gross Weight*	Measurements
VARIOUS NOS AS PER ATTACHED LIST		9 X40HC FULL MGL CNTRS (DETAILS AS PER ATTACHED LIST)	121260 KGS 39600 KGS [T]	
		9	121260 KGS 39600 KGS [T]	

CARRIERS ARE NOT RESPONSIBLE  
FOR ANY DAMAGES/LOSS OF THE  
CONTENTS OF THE CONTAINERS  
FREE IN / FREE OUT  
FCL/FCL  
SHIPPED ON BOARD 27/05/2011

SHIPPERS LOAD  
STOW AND COUNT

A PERIOD OF 15 CALENDAR DAYS COMMENCING  
ONE DAY AFTER DISCHARGE IS ALLOWED FOR  
STRIPPING AND REDELIVERY OF CONTAINER  
TO SHIP'S AGENT/TERMINAL/DEPOT.  
ANY PERIOD IN EXCESS OF 15 CALENDAR DAYS  
WILL BE CHARGED TO RECEIVERS AS PER  
BELOW DEMURRAGE SCALE:

	USD PER DAY
20'	40'
16TH INC. 22ND	20
THEREAFTER	40
	80

SHIPPERS ACCEPT TO BE HELD RESPONSIBLE FOR ALL DUTIES,  
TAXES, FINES, PORT CHARGES AND/OR FREIGHT FOR ON CARRIAGE  
OR RETURN CARGO RESULTING FROM NON COMPLIANCE WITH  
THE S.P.A RULES AND REGULATION REGARDING SHIPMENT  
OF CARGO IN CONTAINERS

Containers may be stripped at the quay after the expiry of the free period, at the carriers option, and at the risk and expense of the cargo

Before loading the Carrier to give three days container utilization which includes the day of collection ex quay, as well as allowing a free period in accordance with the laws of most quoted destination and as advised by the local agent from the day of discharge ex vessel. Container, Trailer and other equipment demurrage is levied thereafter.

- a) Containers, pallets or similar articles of transport supplied by or on behalf of the carrier shall be returned to the carrier in the same order and condition as handed over to the Merchant normal wear and tear excepted, with interiors clean and within the time prescribed in the carrier's tariff or elsewhere.
- b) The Consignor shall be liable for any loss or damage to, or delay including demurrage, of such articles, incurred during the period between handing over to the Consignor and return to the carrier for carriage.
- c) The Consignor and the Consignee shall be jointly and severally liable for any loss of damage to, or delay including demurrage, of such articles, incurred during the period between handing over to the Consignee and return to the carrier.

Specification on freight and Charges

#### FREIGHT PREPAID

AND NOT TO BE RETURNED ~~SHIP~~  
AND/OR CARGO LOST OR NOT DELIVERED

#### JURISDICTION & LAW CLAUSE

The Contract evidenced by or contained in this Bill of Lading is governed by English and any dispute arising hereunder or in connection therewith shall be determined by the English High Court of Justice in London to the exclusion of the courts of other country.

#### SPECIAL CLAUSES FOR EGYPTIAN PORTS

Unless otherwise stamped or typed on this B/L the following clauses shall apply to all: imports to/ from Egyptian ports:

1. Free in - out
2. Cleaning and / or leading operations shall be on Merchant's risk and expense.
3. Cleaning costs of empty containers to be paid by receiver.
4. Container cleaning costs of USD 30/20 and USD 60/40 to be collected from consignee before release of cargo.
5. Container Demurrage: Seven first days free, from 8th day to 14th day USD 20/20 USD 40/40, over the 14th day USD 40/20 and USD 80/40.
6. The Shipper and/or receiver are obliged to fulfill all regulations of port, custom and other authorities relative to the cargo and to pay and/or indemnify the Carrier for all damages in consequence of the non fulfillment and/or for all duties, fines, imp. taxes imposed for whatever reason by one of the aforesaid authorities relative to the cargo and the carrier shall have the right before delivery to ask for a deposit and/or sufficient security for any such dues or fines imposed or expected to be imposed.

Dec. Val. Charge \$

TOTAL \$ .....

Freight Payable at:

LIMASSOL

Place and date of issue

LIMASSOL  
27/05/2011

Number of Original B/Ls /  
ONE (1)

Signed for the Master by:

**1. DEFINITIONS**

"Carriage" means the whole or any part of the operations and services of whatever or howsoever undertaken by or performed by on behalf of the Carrier in relation to the Goods covered by this Bill of Lading inclusive but not limited to the loading, transport, unloading, storage, warehousing and handling of the Goods.

"Carrier" means the Company stated on the front of this Bill of Lading as being the Carrier and in a free type of this Bill of Lading has been signed.

"Chargess" includes freight, demurrage and all expenses and monetary obligations, including but not however limited to port and other, incurred by the Carrier and payable by the Merchant.

- (a) fire, unless caused by negligent fault or gross negligence of the Carrier, for which the Merchant shall have no remedy;
- (b) damage to the Goods;
- (c) any cause of loss which the Carrier could not avoid as a consequence thereof he could not prevent by the exercise of reasonable diligence;
- (d) The burden of proof that the loss of damage was due to one or more of the causes or events specified in this Clause A2(a)(A) will rest upon the Carrier. Save that if the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in Clause A2(a)(A) last (d) above, it shall be entitled to claim such loss or damage.

The Goods, either in so far as the Carrier retains title to the Goods, whether or otherwise, and/or at the point, at any place, whether or not the Carrier in his absolute discretion considers convenient, upon which sale, disposal, abandonment or otherwise shall be deemed to occur under the delivery note of bill of lading. The Merchant shall indemnify the Carrier against any reasonable additional costs incurred by the Carrier in exercising the powers contained in this clause shall not be liable for any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or inaction of carrier under this clause.

**II. METHODS AND ROUTE OF TRANSPORTATION**

**LIST ATTACHED AND FORMING PART OF B/L LIMASSOL/LATTAKIA NO. LAT02  
OF THE C.V. "CAPE SPEAR" V.009 DATED AT LIMASSOL ON 27 May, 2011**

Marks & Nos	Description Of Goods	Weight/Measur
GMLU 075259/6 SEAL:330235 + :303467	1 X40HC FULL MGL CNTR S.T.C: 1000 CASES OF CIGARETTES	12900 KGS 4400 KGS
GMLU 811767/9 SEAL:330239 + :303468	1 X40HC FULL MGL CNTR S.T.C: 1000 CASES OF CIGARETTES	12900 KGS 4400 KGS
GMLU 814733/3 SEAL:330240 + :303469	1 X40HC FULL MGL CNTR S.T.C: 1000 CASES OF CIGARETTES	12900 KGS 4400 KGS
GMLU 613991/4 SEAL:330268 + :303470	1 X40HC FULL MGL CNTR S.T.C: 1000 CASES OF CIGARETTES	12900 KGS 4400 KGS
GMLU 809445/0 SEAL:330294 + :303471	1 X40HC FULL MGL CNTR S.T.C: 1000 CASES OF CIGARETTES	12900 KGS 4400 KGS
GMLU 814529/0 SEAL:330212 + :303472	1 X40HC FULL MGL CNTR S.T.C: 1000 CASES OF CIFARETTES	14000 KGS 4400 KGS
GMLU 844867/7 SEAL:330217 + :303473	1 X40HC FULL MGL CNTR S.T.C: 1000 CASES OF CIGARETTES	14000 KGS 4400 KGS
GMLU 074614/5 SEAL:330225 + :303474	1 X40HC FULL MGL CNTR S.T.C: 1000 CASES OF CIGARETTES	14800 KGS 4400 KGS
GMLU 785390/5 SEAL:330285 + :303475	1 X40HC FULL MGL CNTR S.T.C: 1000 CASES OF CIGARETTES	13960 KGS 4400 KGS
		121260 KGS 39600 KGS