

Shipper

TO BE USED WITH CHARTER-PARTIES

B/L No.

BISMV08/24/2024/1

Reference No.

PT. BINA INSAN SUKSES MANDIRI
 JL. GAJAH MADA NO 28 RT 019
 MELAK ULU, MELAK, KUTAI BARAT
 INDONESIA

Consignee

TO ORDER

1st ORIGINAL

Notify address

ENERGENIX GLOBAL (THAILAND) CO., LTD.
 139 SETHIWAN TOWER, 9TH FLOOR UNIT D, PAN ROAD,
 SILOM, BANGRAK, BANGKOK 10500 THAILAND

Vessel

Port of loading

MV FALCON TRIDENT

MUARA BERAU ANCHORAGE, EAST KALIMANTAN, INDONESIA

Port of discharge

KOH SICHANG ANCHORAGE, THAILAND

Shipper's description of goods

Gross weight

INDONESIAN STEAM COAL IN BULK

60,500 MT

CLEAN ON BOARD

FREIGHT PAYABLE AS PER CHARTER PARTY

(of which NIL on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

<p>Freight payable as per CHARTER PARTY dated AS PER CHARTER PARTY</p> <p>FREIGHT ADVANCE. Received on account of freight: </p> <p>Time used for loading Days hours.</p>	<p>SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.</p> <p>FOR CONDITIONS OF CARRIAGE SEE OVERLEAF</p>
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<p>Freight payable at</p>	<p>Place and date of issue MUARA BERAU ANCHORAGE, EAST KALIMANTAN, INDONESIA, AUGUST 22, 2024</p>
<p>Number of original Bs/L</p> <p>3 (THREE)</p>	<p>Signature</p> <p>FOR AND ON BEHALF OF MASTER (CAPT. SERGIY ROGOZHNSKY) MV FALCON TRIDENT</p>  <p>PT. TRI ELANG INDO MARITIM SHIPPING AGENCY</p> <p>PT. TRI ELANG INDO MARITIM AS AGENT</p>

BILL OF LADING

page 1

TO BE USED WITH CHARTER-PARTIES
CODE NAME: "CONGENBILL"
EDITION 1994
ADOPTED BY
THE BALTIC AND INTERNATIONAL
MARITIME COUNCIL (BIMCO)

Conditions of Carriage

- (1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause, are herewith incorporated.
- (2) **General Paramount Clause.**
 - (a) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment, shall apply to this Bill of Lading. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.
 - (b) Trades where Hague-Visby Rules apply.
In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - the Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
 - (c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.
- (3) **General Average.**
General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.
Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shippers and Consignees expressly renounce the Belgian Commercial Code, Part II, Art. 148.
- (4) **New Jason Clause.**
In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier before delivery.
- (5) **Both-To-Blame Collision Clause.**
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 the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier 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 owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo 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 the Carrier. The foregoing provisions shall also apply where the owners, operators or 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 or contact.



For particulars of cargo, freight,
destination, etc., see overleaf

Shipper

PT. BINA INSAN SUKSES MANDIRI
JL. GAJAH MADA NO 28 RT 019
MELAK ULU, MELAK, KUTAI BARAT
INDONESIA

Consignee

TO ORDER

BILL (S) OF LADING

TO BE USED WITH CHARTER-PARTIES

Reference No.

B/L No.

BISMV08/24/2024/1

2nd ORIGINAL

Notify address

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Vessel

Port of loading

MV FALCON TRIDENT

MUARA BERAU ANCHORAGE, EAST KALIMANTAN, INDONESIA

Port of discharge

KOH SICHANG ANCHORAGE, THAILAND

Shipper's description of goods

Gross weight

INDONESIAN STEAM COAL IN BULK

60,500 MT

CLEAN ON BOARD

FREIGHT PAYABLE AS PER CHARTER PARTY

(of which NIL on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER PARTY dated AS PER CHARTER PARTY	SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF
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Time used for loading Days hours.	

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Number of original Bs/L 3 (THREE)	Signature FOR AND ON BEHALF OF MASTER (CAPT. SERGIY ROGOZHYNKY) MV FALCON TRIDENT  PT. TRI ELANG INDO MARITIM SHIPPING AGENCY PT. TRI ELANG INDO MARITIM AS AGENT

Printed and sold
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by the authority of The Baltic and International Maritime
Council (BIMCO), Copenhagen

BILL OF LADING

page 1

TO BE USED WITH CHARTER-PARTIES
CODE NAME: "CONGENBILL"
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- (2) **General Paramount Clause.**
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 - (b) Trades where Hague-Visby Rules apply.
In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - the Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
 - (c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.
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General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.
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- (4) **New Jason Clause.**
In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for, as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier before delivery.
- (5) **Both-To-Blame Collision Clause.**
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 the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier 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 owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo 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 the Carrier. The foregoing provisions shall also apply where the owners, operators or 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 or contact.



For particulars of cargo, freight,
destination, etc., see overleaf

Shipper

PT. BINA INSAN SUKSES MANDIRI
 JL. GAJAH MADA NO 28 RT 019
 MELAK ULU, MELAK, KUTAI BARAT
 INDONESIA

BILL (S) OF LADING

TO BE USED WITH CHARTER-PARTIES

Reference No.

B/L No.

BISMV08/24/2024/1

Consignee

TO ORDER

3rd ORIGINAL

Notify address

ENERGENIX GLOBAL (THAILAND) CO., LTD.
 139 SETHIWAN TOWER, 9TH FLOOR UNIT D, PAN ROAD,
 SILOM, BANGRAK, BANGKOK 10500 THAILAND

Vessel Port of loading

MV FALCON TRIDENT MUARA BERAU ANCHORAGE, EAST KALIMANTAN, INDONESIA

Port of discharge

KOH SICHANG ANCHORAGE, THAILAND

Shipper's description of goods Gross weight

INDONESIAN STEAM COAL IN BULK **60,500 MT**

CLEAN ON BOARD
 FREIGHT PAYABLE AS PER CHARTER PARTY

(of which NIL on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER PARTY dated AS PER CHARTER PARTY FREIGHT ADVANCE. Received on account of freight: Time used for loading Days hours.	<p>SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above.</p> <p>Weight, measure, quality, quantity, condition, contents and value unknown.</p> <p>IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.</p> <p>FOR CONDITIONS OF CARRIAGE SEE OVERLEAF</p>
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Freight payable at	Place and date of issue MUARA BERAU ANCHORAGE, EAST KALIMANTAN, INDONESIA, AUGUST 22, 2024
Number of original Bs/L 3 (THREE)	Signature FOR AND ON BEHALF OF MASTER (CAPT. SERGIY ROGOZHYNKY) MV FALCON TRIDENT  PT. TRI ELANG INDO MARITIM SHIPPING AGENCY PT. TRI ELANG INDO MARITIM AS AGENT

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 Council (BIMCO), Copenhagen

BILL OF LADING

page 1

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CODE NAME: "CONGENBILL"
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Conditions of Carriage

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause, are herewith incorporated.

(2) General Paramount Clause.

(a) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment, shall apply to this Bill of Lading. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

(b) Trades where Hague-Visby Rules apply.

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - the Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.

(c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.

(3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.

Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shippers and Consignees expressly renounce the Belgian Commercial Code, Part II, Art. 148.

(4) New Jason Clause.

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier before delivery.

(5) Both-To-Blame Collision Clause.

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 the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier 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 owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo 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 the Carrier. The foregoing provisions shall also apply where the owners, operators or 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 or contact.

For particulars of cargo, freight,
destination, etc., see overleaf



CODE NAME: "CONGENBILL" EDITION 1994

BILL (S) OF LADING

B/L No.

Shipper

TO BE USED WITH CHARTER-PARTIES

BISMV08/24/2024/1

Reference No.

PT. BINA INSAN SUKSES MANDIRI
JL. GAJAH MADA NO 28 RT 019
MELAK ULU, MELAK, KUTAI BARAT
INDONESIA

Consignee

TO ORDER



Notify address

ENERGENIX GLOBAL (THAILAND) CO., LTD.
139 SETHIWAN TOWER, 9TH FLOOR UNIT D, PAN ROAD,
SILOM, BANGRAK, BANGKOK 10500 THAILAND

Vessel

Port of loading

MV FALCON TRIDENT

MUARA BERAU ANCHORAGE, EAST KALIMANTAN, INDONESIA

Port of discharge

KOH SICHANG ANCHORAGE, THAILAND

Shipper's description of goods

Gross weight

INDONESIAN STEAM COAL IN BULK

60,500 MT

CLEAN ON BOARD

FREIGHT PAYABLE AS PER CHARTER PARTY

(of which NIL on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

<p>Freight payable as per CHARTER PARTY dated AS PER CHARTER PARTY</p> <p>FREIGHT ADVANCE. Received on account of freight:</p> <p>Time used for loading Days hours.</p>	<p>SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above.</p> <p>Weight, measure, quality, quantity, condition, contents and value unknown.</p> <p>IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.</p> <p>FOR CONDITIONS OF CARRIAGE SEE OVERLEAF</p>
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(b) Trades where Hague-Visby Rules apply.

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - the Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.

(c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.

(3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.

Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shippers and Consignees expressly renounce the Belgian Commercial Code, Part II, Art. 148.

(4) New Jason Clause.

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier before delivery.

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destination, etc., see overleaf



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Port of loading

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MUARA BERAU ANCHORAGE, EAST KALIMANTAN, INDONESIA

Port of discharge

KOH SICHANG ANCHORAGE, THAILAND

Shipper's description of goods

Gross weight

INDONESIAN STEAM COAL IN BULK

60,500 MT

CLEAN ON BOARD

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(of which NIL on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

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In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier before delivery.

(5) Both-To-Blame Collision Clause.

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 the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier 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 owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo 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 the Carrier. The foregoing provisions shall also apply where the owners, operators or 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 or contact.

For particulars of cargo, freight,
destination, etc., see overleaf



Shipper

PT. BINA INSAN SUKSES MANDIRI
JL. GAJAH MADA NO 28 RT 019
MELAK ULU, MELAK, KUTAI BARAT
INDONESIA

Consignee

TO ORDER

Notify address

ENERGENIX GLOBAL (THAILAND) CO., LTD.
139 SETHIWAN TOWER, 9TH FLOOR UNIT D, PAN ROAD,
SILOM, BANGRAK, BANGKOK 10500 THAILAND

Vessel

MV FALCON TRIDENT

Port of loading

MUARA BERAU ANCHORAGE, EAST KALIMANTAN, INDONESIA

Port of discharge

KOH SICHANG ANCHORAGE, THAILAND

Shipper's description of goods

INDONESIAN STEAM COAL IN BULK

Gross weight

60,500 MT

CLEAN ON BOARD

FREIGHT PAYABLE AS PER CHARTER PARTY

(of which NIL on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER PARTY dated AS PER CHARTER PARTY	SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF
FREIGHT ADVANCE. Received on account of freight:	
Time used for loading Days hours.	

Freight payable at	Place and date of issue MUARA BERAU ANCHORAGE, EAST KALIMANTAN, INDONESIA, AUGUST 22, 2024
Number of original Bs/L 3 (THREE)	Signature FOR AND ON BEHALF OF MASTER (CAPT. SERGIY ROGOZHYNKY) MV FALCON TRIDENT  PT. TRI ELANG INDO MARITIM SHIPPING AGENCY PT. TRI ELANG INDO MARITIM AS AGENT

Printed and sold
By Wyt & Zonen B.V., Rotterdam (phone:31-010-4252627)
by the authority of The Baltic and International Maritime
Council (BIMCO), Copenhagen

BILL (S) OF LADING

TO BE USED WITH CHARTER-PARTIES

Reference No.

B/L No.

BISMV08/24/2024/1

COPY
NON NEGOTIABLE

BILL OF LADING

page 1

TO BE USED WITH CHARTER-PARTIES
CODE NAME: "CONGENBILL"
EDITION 1994
ADOPTED BY
THE BALTIC AND INTERNATIONAL
MARITIME COUNCIL (BIMCO)

Conditions of Carriage

- (1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause, are herewith incorporated.
- (2) **General Paramount Clause.**
(a) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment, shall apply to this Bill of Lading. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.
(b) Trades where Hague-Visby Rules apply.
In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - the Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
(c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.
- (3) **General Average.**
General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.
Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shippers and Consignees expressly renounce the Belgian Commercial Code, Part II, Art. 148.
- (4) **New Jason Clause.**
In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier before delivery.
- (5) **Both-To-Blame Collision Clause.**
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 the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier 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 owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo 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 the Carrier. The foregoing provisions shall also apply where the owners, operators or 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 or contact.

For particulars of cargo, freight,
destination, etc., see overleaf





DRAFT SURVEY REPORT (PROVISIONAL)

FIK-MINBA03-05
Rev 03

To Accompany Cert. No. : CO-1908240785 A
 Applicant : PT. BINA INSAN SUKSES MANDIRI
 Shipper : PT. BINA INSAN SUKSES MANDIRI
 Loading Port : MUARA BERAU ANCHORAGE, EAST KALIMANTAN
 VESSEL : MV. FALCON TRIDENT
 Discharge Port : KOHSICHANG, THAILAND
 Cargo : COAL IN BULK
 Load/Disc. Commenced : AUGUST 16th, 2024 AT. 17.10 LT
 Load/Disc. Completed : AUGUST 22th, 2024 AT 22.00 LT
 E.T.A : AUGUST 16th, 2024 Lwt : 11,705.36 M/T
 Voyage : 08/24 Dwt : 63,501.30 M/T
 Shipment : MONROVIA Lpp : 194.50 m
 Registry : LIBERIA Loa : 199.90 m
 Initial Sea Condition : SWEEL ABOUT 0.5-1.0 M
 Final Sea Condition : SWEEL ABOUT 0.5-1.0 M
 Constanta : 450 M/T

Date & Time	INITIAL			FINAL		
	August 16th, 2024 at 12.40 - 13.40 LT			August 22th, 2024 at 22.00 - 23.00 LT		
Draft Reading	PORT	STB	MEAN	PORT	STB	MEAN
Forward	4.50	4.51	4.487	13.13	13.12	13.107
Stem Correction			-0.081			-0.002
Forward Mean After Correction			4.406			13.105
After	7.38	7.38	7.362	13.20	13.19	13.177
Stem Correction			-0.027			0.004
After Mean After Correction			7.335			13.181
Mean Forward & After			5.8705			13.1430
Midship	5.75	5.82	5.767	13.22	13.19	13.187
Midship Correction			-0.013			0.000
Midship Mean After Correction			5.754			13.187
Mean of Means			5.81225			13.16500
Draft Correction for Deformation			5.783125			13.17600
Corresponding Displacement			30,204.038			74,433.484
Trim & Trim Correction (1)		2.929	-564.933		0.076	7.476
Trim Correction (2)			74.393			0.013
Displacement Correction for Trim			29,713.498			74,440.973
Density Observe & Density Correction		1.0190	-173.933		1.0200	-363.127
Displacement Correction for Density			29,539.565			74,077.846

Deductible Weight			
Ballast Water (BW)		16,536.930	620.390
Fresh Water (FW)		259.000	184.000
Fuel Oil (FO)		476.000	444.600
Diesel Oil (DO)		65.000	65.000
Lubricating Oil (LO)		47.400	47.400
Other's		0.000	61.000
Total Deductible Weight		17,384.330	1,422.390
CORRECTED NET DISPLACEMENT		12,155.235	72,655.456
TOTAL CARGO			60,500.221 M/T

From the figure obtained by means of the ship's draft checked at the time of the initial and final surveys, we hereby certify the weight of the cargo which loaded/discharged on/from the above vessel to be as follows.

WEIGHT: 60,500 metric tons or: long tons

REMARKS:

1. CARGO TO BE ROUNDED IN TO = 60,500 M/T

Acknowledged by:

CALL SIGN D5HG5
FALCON TRIDENT
SERGIY ROGOZHYSKY
 Master/Chief Officer

For and on behalf of

PT SURVEYOR INDONESIA

 SURVEYOR INDONESIA
MADIS
 Surveyor

This report reflects our findings based on the information provided and the results of inspection and measurements. It is issued without prejudice and on the understanding that it does not relieve parties from their contractual obligations. All inspection covered in this report have been carried out in accordance with practice and standard generally in trade. Our responsibility is limited to the exercise of reasonable care and due diligence.

NO. 97175