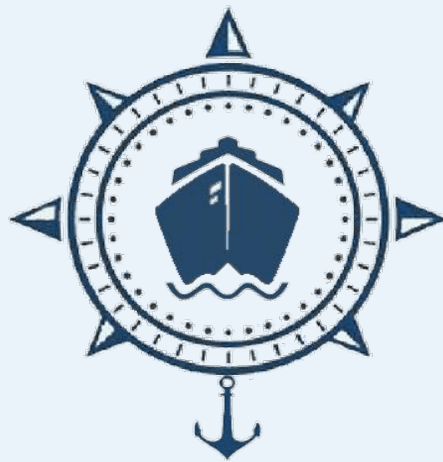


**THE NATIONAL UNIVERSITY OF ADVANCED LEGAL
STUDIES KOCHI**



**NUALS INTERNATIONAL MARITIME LAW ARBITRATION COMPETITION
(NIMLAC)**

2026

MOOT SCENARIO

NUALS International Maritime Law Arbitration Competition (NIMLAC), 2026

*The proposition has been drafted by the below mentioned committee:
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IN THE MATTER OF AN ARBITRATION

BETWEEN

THE ELIZABETHAN INSURANCE COMPANY PVT. LTD.

Claimant

AND

N&M PVT. LTD.

Respondent

POINTS OF CLAIM

Date of document: 04 March 2026

Filed on behalf of: the Claimant

Prepared by:

Mathew & Kumar LLP,

Danberra

1. The Claimant is and was at all material times:
 - a. incorporated pursuant to the Corporations Act 2001 (Cth).
 - b. engaged in business as an insurance company.
 - c. engaged in an all risks cargo insurance policy with the Consignee, Thiyathi Containers Logistics and Freight Forwarders Pvt. Ltd.
 - d. the receiver of subrogation right to pursue the claim post the claim post the payment of the said policy
2. The Respondent is and was at all material times:
 - a. incorporated pursuant to the Corporations Act 2001 (Cth).
 - b. owner and operator of M. V. Pragya (**Vessel**) on voyage 42069B.
 - c. a 'Carrier' within the meaning of the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 and amended by protocol at Brussels on 23 February 1968 (**Hague-Visby Rules**).
3. The Respondent entered into a contract to carry goods on behalf of the Claimant on the Voyage as evidenced by each issued Bill of Lading (**Agreement**).



PARTICULARS

The Agreement formed part of the Respondent's standard form Terms and Conditions endorsed on the back of its Bills of Lading more particularly described in paragraphs 4 – 12 below.

Bills of Lading numbered NM110600 and NM110601

4. On 31 December 2025, two Bills of Lading numbered NM110600 and NM110601 were issued at Laosiung, Paiwan, by and on behalf of the Respondent for carriage and delivery to Drisbane, Caustralia.
5. Bill of Lading numbered NM110600 corresponded to 3 Containers (12 tonnes) of semiconductors for the purpose of installation in mobile phones, televisions, other electronics and automotive shipped on board MV Pragma at Laosiung, Paiwan.
6. Bill of Lading numbered NM110601 corresponded to 45 Containers (675 tonnes) of Sodium Dichloroisocyanurate Dihydrate (SDID), shipped on board MV Pragma at Laosiung, Paiwan.

Bills of Lading numbered NM100028 and NM100029

7. Two other Bills of Lading numbered NM100028 and NM100029 were issued on 6 January 2026 at Mavao, Chilippines, issued by and on behalf of the Respondent for carriage and delivery to Drisbane, Caustralia.
8. Bill of Lading numbered NM100028 corresponded to a variety of Banana, *viz. Arvipally* bananas loaded in 40 Containers (436 tonnes) shipped on board MV Pragma at Mavao, Chilippines.
9. Bill of Lading numbered NM100029 corresponded to 55 Containers (742.5 tonnes) of fast fashion clothes manufactured by various fashion houses, including Pear Republic, Forever 17, I&N, and Azora.
10. The Bills of Lading, read with the Hague-Visby Rules prescribed the following duties upon the Respondent -
 - a) properly and carefully load, handle, stow, carry, keep, care for, and discharge the Cargo carried;
 - b) properly man, equip and supply MV Pragma;
 - c) make the holds and all other parts of the MV Pragma in which the Cargo was carried fit and safe for its reception, carriage and preservation; and
 - d) make the ship seaworthy
11. The Consignee for all purposes of the Bills of Lading was Thiyathi Containers Logistics and Freight Forwarders Pvt. Ltd. The Claimant claims solely in exercise of subrogation rights.
12. The Bills of Lading estimated the date of arrival at Drisbane, Caustralia on 15 January 2026.



13. Each of the semiconductors, SDID, bananas, and clothes (hereinafter together referred to as Cargo) were in good order and condition for carriage and delivery upon their shipping.
14. Each of the Cargo were appropriately packed and appropriate description of the Cargo was disclosed to the Respondent by the respective shippers prior to the voyage.

CLAIMS

15. In breach of the duties as laid down in ¶10 herein, and generally, the Respondent:
 - a) failed to discharge the consigned Cargo to the contracted destination;
 - b) failed to properly and carefully load, handle, stow, carry, keep, care for, and discharge the Cargo, leading to a fire which destroyed the Cargo;
 - c) took an unjustifiable deviation without notice to the Consignee;
 - d) failed to properly man, equip and supply MV Pragya, in order to extinguish the fire that erupted;
 - e) failed to make the holds and all other parts of the MV Pragya in which the Cargo was carried fit and safe for its reception, carriage and preservation;
 - f) failed to remit the sum due to the Consignee, received upon auctioning a part of the Consignee's Cargo.
 - g) breached the Emergency Arbitrator's order dated 14 January 2026 by proceeding with the auction of the salvageable clothes on 15 January 2026.

Particulars

16. The alternate route adopted by the Respondent entailed non-optimum transit and storage temperature for the SDID on board, which caused oxidation in the Containers carrying SDID, leading to a fire, completely annihilating the SDID stored underdeck, i.e., 24 Containers, stored in no.3 cargo hold.
17. Further, it is averred that the Respondent failed to store the Consignee's Containers appropriately on the vessel, with consideration of the risk associated with the IMDG cargo, leading to the fire and the subsequent spread of the fire. The Respondent stored the Consignee's cargo in the vicinity of other IMDG cargo shipped by other shippers with heightened risk of a fire.
18. Due to failure to contain the fire, inadequate men and equipment to fight the fire on board and carry, keep, and care for the Cargo, the fire spread further, leading to loss and damage of the 3 Containers containing semiconductors, stored adjacent to the abovementioned containers.
19. The fire also affected a few of the other Containers, leading to full loss and damage of 12 Containers, and partial loss and damage of 2 Containers containing the clothes. The remaining Containers with clothes remained safe and unaffected by the fire.



20. On 15 January 2026, in knowing and wilful breach of the Emergency Arbitrator's order dated 14 January 2026, the Respondent auctioned off the remaining clothes from the cargo to Mega Bazaar & Co., the largest retail chain in Mamua Old Hamster, and appropriated a total sum of 67,047,750 Kinas. No part of the sum so appropriated has been remitted to the Claimant or to the Consignee.
21. The Emergency Arbitrator's order of 14 January 2026 was validly made pursuant to Schedule 1 of the SIAC Rules and was binding on the Respondent from the date it was made, pursuant to paragraph 23 of Schedule 1. The Respondent's auction of the clothes on 15 January 2026 constituted a knowing and deliberate breach of that order.
22. The Claimant seeks affirmation of the Emergency Arbitrator's order and the imposition of sanctions against the Respondent pursuant to Rule 44.3 of the SIAC Rules for its non-compliance with the order. The Claimant's filing of a single Notice of Arbitration invoking all four Bills of Lading on 20 January 2026 was deemed an application for consolidation pursuant to Rule 15.1(c) of the SIAC Rules.
23. The Claimant seeks an order from the SIAC Court pursuant to Rule 16.4 affirming the consolidation of all four arbitrations into a single proceeding by the Emergency Arbitrator. The arbitration agreements in the four Bills of Lading are compatible within the meaning of Rule 16.1(c), as all four Bills of Lading contain identical arbitration clauses in Clause 23 of the Terms and Conditions. The disputes arise out of the same transaction or series of transactions, namely the single voyage of M.V. Pragya from Paiwan and the Chilippines to Causralia, during which a single fire event caused damage to cargo carried under all four Bills of Lading. Consolidation will promote efficiency and avoid the risk of inconsistent findings.
24. The Emergency Arbitrator's order of 14 January 2026, which addressed cargo covered by all four Bills of Lading, demonstrates the practical and legal appropriateness of treating these disputes as part of a single proceeding. The Respondent does not suffer prejudice from consolidation, as the Respondent is the same party in all four arbitrations and the legal and factual issues substantially overlap.

Quantified Claims

25. The claimant has suffered the following losses*:
- | | |
|-------------------------------|-------------------------------|
| a) Burnt SDID | 17,190,630 New Paiwan Dollar |
| b) Burnt Semiconductor | 254,676,000 New Paiwan Dollar |
| c) Burnt/Damaged Clothes | 43,995,620 Chilippine Peso |
| d) Auction proceeds - clothes | 6,704,775 Kinas** |
26. The Claimant claims against the Respondent
- Sum of 17,190,630 New Paiwan Dollar
 - Sum of 254,676,000 New Paiwan Dollar



- c) Sum of 43,995,620 Chilippine Peso
- d) Sum of 6,704,775 Kinas
- e) Damages for breach of the Emergency Arbitrator's order dated 14 January 2026
- f) Sanctions pursuant to Rule 44.3 of the SIAC Rules for non-compliance with the Emergency Arbitrator's order
- g) An order affirming the Emergency Arbitrator's order dated 14 January 2026
- h) An order pursuant to Rule 16.4 consolidating the four arbitrations commenced under Bills of Lading NM110600, NM110601, NM100028, and NM100029 into a single proceeding
- i) Costs

27. In raising this claim, the Claimant submits to the jurisdiction of the Singapore International Arbitration Centre and its Rules.

Date: 4 March 2026

.....
Mathew & Kumar LLP,
Solicitors for the claimant

Note to participants

*All values used for quantifying the claims have been derived from the respective product invoices and receipts.
The genuineness of the value is not in question.

** The values of the various currencies are corresponding to the following:

New Paiwan Dollar	New Taiwan Dollar
Chilippine Peso	Philippine Peso
Kina	Papua New Guinean Kina



IN THE MATTER OF AN ARBITRATION

BETWEEN

THE ELIZABETHAN INSURANCE COMPANY PVT. LTD.

Claimant

AND

N&M PVT. LTD.

Respondent

DEFENCE AND COUNTERCLAIM

Date of document: 30 March 2026

Filed on behalf of: the Respondent

Prepared by:

Jino Judith Joy LLP

Danberra

DEFENCE

To the Points of Claim dated 4th March 2025, the Respondent says

1. It admits the allegations in paragraph 1.
2. It admits the allegations in paragraph 2.
3. It admits the allegations in paragraph 3.
4. It admits the allegations in paragraph 4.
5. It admits the allegations in paragraph 5.
6. It admits the allegations in paragraph 6.
7. It admits the allegations in paragraph 7.
8. It admits the allegations in paragraph 8.
9. It admits the allegations in paragraph 9.
10. It admits the allegations in paragraph 10.
11. It admits the allegations in paragraph 11.
12. It admits the allegations in paragraph 12.
13. It denies the allegations in paragraph 13, particularly with respect to the SDID and bananas.
14. It denies the allegation in paragraph 14. The shippers of the SDID failed to disclose the appropriate packaging method to be employed in the containers, in breach of their obligations under the IMDG Code and Clause 16 of the Terms and Conditions. This failure to disclose the packing method was a material factor contributing to the fire. .



15. It denies the allegation in paragraph 15;
 - (a) MV Pragya docked at Port of Bae on 13 January 2026 due to a developing fire, the cause for which was unknown to the Respondent at the time, disabling the Respondent from being able to discharge the consigned cargo at the intended destination.
 - (b) The Respondent denies the allegation in paragraph 15(b).
 - (c) The deviation was justified, owing to the cyclone warning, and considering the perishability of the bananas. The other available alternate route would necessarily entail the bananas being perished by the time of discharge.
 - (d) The Respondent denies the allegation in paragraph 15(d).
 - (e) The Respondent denies the allegation in paragraph 15(e).
 - (f) The Respondent has a lawful lien over the proceeds of the auction, in lieu of the Freight and damage caused to the vessel due to the explosion as a result of lack of adequate disclosure.
 - (g) The Respondent denies that it breached any valid or enforceable order of the Emergency Arbitrator. The Emergency Arbitrator lacked jurisdiction to issue an order covering four separate arbitration agreements, and in any event, compliance with the Emergency Arbitrator's order was commercially and practically impossible in the circumstances.
 16. It denies the allegations in paragraph 16 and says that the temperature at which SDID was carried was well within the optimum limits.
 17. It denies the allegation in paragraph 17, and says that the cargo was stored as per accepted protocol, and based on the declarations given by the shippers to the Respondent.
 18. As to paragraph 18, it:
 - (a) Admits that the fire on the vessel caused loss and damage to the three (3) Containers containing semiconductors; but
 - (b) Denies the allegation that the fire spread due to inadequate men and equipment to the fight the fire, or due to the failure to carry, keep, and care for the Cargo.
 19. It admits the allegations in paragraph 19.
 20. It admits the allegations in paragraph 20, but reiterates that the Respondent withholds the proceeds of the auction as they have a lawful lien over it.
 21. It denies the allegation in paragraph 21, as the order of the Emergency Arbitrator was not validly made and passed without due application of mind. The entire proceedings were concluded in a single day, without affording the Respondent a meaningful opportunity to present its case, effectively resulting in an ex parte determination.
-



COUNTERCLAIM

23. The Respondent refers to and repeats the admissions and denials contained in its defence above as if they were fully set out here.
24. Pursuant to the Agreement (as under paragraph 3 in the Points of Claim) and the bills of lading NM110600, NM110601, NM100028 and NM100029 the consignee agreed to pay freight for the carriage of the Cargo.
25. Pursuant to the Agreement, the Respondent issued invoices to the consignee for carriage of the Cargo.
26. Wrongfully and in breach of the Agreement, the consignee has failed and/or refused to pay the Freight by their due date or at all.
27. The Consignees, in refusing the damaged clothes, have waived their right to claim the amount recovered from their sale. Arguendo, the Respondents have retained the sum in lieu of the unpaid freight charges, due from the Claimant.
28. The Emergency Arbitrator procedure under Schedule 1 of the SIAC Rules is designed for a single arbitration arising from a single arbitration agreement. The Consignee's application improperly sought to invoke four separate and distinct arbitration agreements in a single Emergency Arbitrator proceeding. The appointment of an Emergency Arbitrator under one arbitration agreement does not confer jurisdiction over disputes arising under three other, separate arbitration agreements.
29. Further, compliance with the Emergency Arbitrator's order was commercially and practically impossible. The clothes were seasonal fashion goods requiring immediate sale to retain any value. The Port of Bae lacked adequate storage facilities for the cargo. The Respondent faced mounting demurrage charges and risk of further deterioration.
30. Furthermore, the Consignee abandoned the clothes cargo by refusing to accept delivery in its email of 15 January 2026. Having abandoned the cargo, the Consignee and its insurer have no standing to complain about the Respondent's disposal of the abandoned goods. The auction proceeds were properly retained by the Respondent pursuant to its lien under Clause 17 of the Terms and Conditions. Alternatively, if the Tribunal finds that the Respondent breached the Emergency Arbitrator's order, the Respondent submits that any sanctions should be minimal given the commercial impracticality of compliance and the Consignee's own abandonment of the cargo.
31. The Respondent opposes the consolidation of the four arbitrations by the Emergency Arbitrator. The four Bills of Lading are separate and independent contracts of carriage, entered into with four different shippers, at two different ports of loading (Laosiang and Mavao), on two different dates (1 January 2026 and 6 January 2026), involving four different types of cargo with materially



different characteristics and handling requirements. Therefore, the dispute would not arise from the same or series of transactions.

32. The Emergency Arbitrator's prima facie jurisdictional finding is not binding on the Tribunal and should be rejected.

Date: 30 March 2026

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Jino Judith Joy LLP

Danberra





BACKGROUND

1. M. V. Pragma, the Vessel, had a capacity of 14,565 TEU. It was carrying 6750 containers. On 1 January 2026, M.V. Pragma began a voyage from Laosiung, Paiwan carrying goods consigned to Thiyathi Containers Logistics and Freight Forwarders Pvt. Ltd. consisting of semiconductors and Sodium Dichloroisocyanurate Dihydrate (SDID). Cargo from other shippers were also loaded on the Vessel and the Carrier stored all the Cargo as per their protocol.
2. Subsequently she was docked at Mavao, Chilippines on 6 January 2026, and was loaded with a shipment of bananas and clothes, shipped by the Consignee. Cargo from other shippers were also loaded. Bills of Lading (**Annexure 2**) were issued for all the aforementioned cargo. The Bills of Lading for semiconductors, SDID, bananas and clothes identified shippers distinct from the Consignee, Thiyathi Containers Logistics and Freight Forwarders Pvt. Ltd. Notwithstanding such variation in shipper identity, all Bills of Lading issued had the same Terms and Conditions (**Annexure 3**) attached to them with Thiyathi Containers Logistics and Freight Forwarders Pvt. Ltd. The goods were shipped FOB, with freight payable by Thiyathi as consignee (see **Annexure 5**).
3. While the loading was in progress, the Chilippino meteorological department issued a warning (**Annexure 7**) about a 30% probability of an imminent cyclone off the Coast of Ondinesia. The Captain of M. V. Pragma, Khaali deliberated with the crew on alternative new routes (see **Annexure 1**). The first option considered was to stick to the original and shortest route, which would risk damage to the goods, crew and MV Pragma due to the possibility of a Cyclone (Route 1). The second route considered was one that would add four additional days to the voyage, but would ensure that the semiconductors and the SDID would be delivered without much delay but there were concerns raised regarding the perishability of the bananas (Route 2). However, in this route the temperature was about 8°C higher than in the original route. The third option considered was the longest route, which would add an additional 1 week to the voyage (Route 3), there was no possibility of safeguarding the bananas in this option. However, the temperature was similar to the original route.
4. Captain Khaali, after deliberation, decided to take Route 2 to ensure minimal damage and delay. Halfway through its voyage, the crew on 12 January 2026 realised that fumes were erupting from the foredeck of the ship, from near no.3 cargo hold. A few ventilator flaps and



dampers on board were found to be open. Due to this, although they acted quickly, it took a considerable amount of time to contain the fire. Upon inspection, it was discovered that some of the containers containing SDID were on fire.

5. To safeguard the crew, M.V. Pragma, and the goods from the swiftly developing fire, Captain Khaali requested clearance from the nearest port in Mamua Old Hamster. Upon getting approval, the ship docked at the Port of Bae on 13 January 2026.
6. Mamua Old Hamster is an island country in Oceania. It has a developing economy and a vast majority of its population lives below the poverty line. Agriculture forms about 22% of its economy and approximately 85% of its population is dependent on subsistence farming for its livelihood. It is also the 17th largest producer of bananas in the world, with an annual production of 1.3 million tonnes. Mamua Old Hamster is also a major producer and exporter of *Arvippally* Bananas. Bae port is used routinely for the export and import of large quantities of *Arvippally* Bananas.
7. Due to the exigency of the situation and to facilitate examination of the extent of damage, the port authorities prioritised unloading the Cargo, beginning with the bananas, some of which had begun to rot. The port equipment and the port staff were used for the unloading process.
8. To set off the loss to the cargo and to prevent its rotting, Captain Khaali decided to sell the *Arvippally* Bananas in the domestic markets of Mamua Old Hamster. Prior to the same the port authorities conducted scientific tests on the bananas as was the prescribed protocol before entry of goods into the domestic market. Upon conducting a Polymerase Chain Reaction (PCR) Test, presence of the fungus *fusarium oxysporum*, which causes the highly contagious *Fusarium Wilt Disease* also known as the *Panama Disease* was detected.
9. The *Fusarium Wilt Disease* is a disease that causes infected plants to wilt, wither and over the course of time, to die. This can affect large areas of land and significantly lower the production of crops. This commonly occurs in *Arvippally* Bananas but can also be seen in other major food crops like legumes, sweet potatoes etc. It mainly spreads through soil that is contaminated with the fungus and even minute quantities of the soil that are stuck onto a shoe or wheel can result in the transmission of the *fusarium oxysporum*.



10. On 13th January 2026, while the aforementioned tests were being conducted, the Consignee, Thiyathi Containers Logistics and Freight Forwarders Pvt. Ltd., filed an application with the Singapore International Arbitration Centre for the appointment of an Emergency Arbitrator pursuant to Rule 12.1 and Schedule 1 of the SIAC Rules (**Annexure 12**). The application invoked all four Bills of Lading and sought urgent interim relief to prevent the Carrier from disposing of the remaining cargo. On 14 January 2026, the President of the SIAC Court accepted the Emergency Arbitrator application and appointed an Emergency Arbitrator. On 14 January 2026, the Emergency Arbitrator issued an ex parte order (**Annexure 13**) restraining the Respondent from disposing of any cargo covered by the four Bills of Lading and requiring the Respondent to preserve and inventory all remaining cargo. The Emergency Arbitrator found, on a prima facie basis and without prejudice to the Tribunal's final determination, that he had jurisdiction to consider the application as it related to all four Bills of Lading. The SIAC Secretariat then transmitted the Emergency order to all necessary parties to the arbitration.

11. On 15 January 2026, notwithstanding the Emergency Arbitrator's order of 14 January 2026, the Respondent proceeded with the auction of the salvageable clothes to Mega Bazaar & Co. The Respondent contended that compliance with the Emergency Arbitrator's order was commercially and practically impossible given the perishable and seasonal nature of the goods, the limited storage facilities at the Port of Bae, and the difficulties of enforcing such an order in the courts of Mamua Old Hamster.

12. Due to the extremely harmful and virulent nature of the fungus and the extreme adverse effect that it could have on the domestic crops and subsequently the economy, the port authority decided to immediately shut down its operations. It undertook a deep cleaning and sanitization of the Port premises to arrest the contamination. The Arvippally Bananas on board were disposed of. This process led to the Port being closed for 6 hours and all traffic being stopped during the same. The Port claimed a loss of 29,500 USD. The Port authorities sued the Carriers for recovery of the amount.

13. A section of the containers carrying the clothes shipment got burned and damaged in the fire. Even though part of it was saved, the consignee, Thiyathi Containers Logistics and Freight Forwarders Pvt. Ltd, upon the Carrier's enquiry refused to accept the shipment (**Annexure 11**). Upon their refusal, Captain Khaali decided to auction off the clothes that



could be salvaged once the port reopened. The Carriers gained 6,704,775 Kinas from the auction of the clothes and decided to set off this amount from the cost of damages caused to the ship due to the fire.

14. N&M Pvt. Ltd. enlisted the services of Anu Li & Co. to survey the damage and investigate into the fire onboard M. V. Pragya. They filed a report of their findings (**Annexure 15**). The investigation revealed that the fire was likely caused by the SDID as the forensic experts found traces of Chlorine in the remains. It was inferred that due to the higher than optimum temperatures on the ship's route, the SDID heated up and got ignited, and caused the fire leading to damage to the Cargo.
 15. Primarily the Cargo of the Consignee, Thiyathi Containers Logistics and Freight Forwarders Pvt. Ltd., was destroyed, with minimal damage to Cargo shipped by other shippers. Other shippers' claims, if any, are not subject to the instant arbitration.
 16. The report revealed that the secondary hazards of chemical decomposition or instability of SDID had not been identified in the IMDG Code. This is because SDID was classified under Class 9 in the IMDG Code, instead of the more stringent Class 5.1 (oxidising substances), despite having similar chemical properties as those in Class 5.1. N&M Pvt. Ltd. initiated arbitration proceedings at the SIAC pursuant to clause 23 (Dispute Resolution) of the Terms and Conditions to the Bills of Lading. On 20 January 2026, the Claimant, The Elizabethan Insurance Company Pvt. Ltd. (see **Annexure 10**), having received subrogation rights from Thiyathi Containers Logistics and Freight Forwarders Pvt. Ltd., filed a Notice of Arbitration with SIAC invoking all four Bills of Lading numbered NM110600, NM110601, NM100028, and NM100029. Pursuant to Rule 15.1(c) of the SIAC Rules, the filing of a single Notice of Arbitration invoking multiple arbitration agreements was deemed to be an application for consolidation of the arbitrations into a single proceeding. The Respondent opposed the consolidation, contending that the four Bills of Lading constituted separate and independent contracts of carriage.
-
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ANNEXURE 1
Route Map





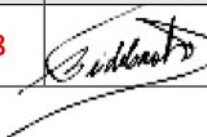
ANNEXURE 2

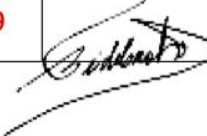
Bills of Lading

SHIPPER/EXPORTER Complete Name and Address)		Reference Number	Bill of Lading No. NM221000
SAIGUM BLITZE SMART INFRASTRUCTURE AG		PNM1437	NM110600
CONSIGNEE (Complete Name and Address)		<h1 style="margin: 0;">N&M Pvt. Ltd.</h1> <h2 style="margin: 0;">Bill of Lading</h2>	
THIYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD.			
NOTIFY PARTY (Complete Name and Address)		FOR RELEASE OF SHIPMENT PLEASE CONTACT	
Same as Consignee		N&M Pvt. Ltd.	
PIER	PORT OF RECIEPT	imports@nandm.com	
OCEAN VESSEL/VOYAGE	PORT OF LOADING		
M.V. PRAGYA	Laosiung, Paiwan		
PLACE OF DELIVERY	PORT OF DISCHARGE	FINAL DESTINATION (FOR MERCHANT'S REFERENCE ONLY)	
	Drisbane, Caustralia		
PARTICULARS FURNISHED BY THE SHIPPER Said to contain			
MARKS AND NUMBERS	NO OF CONTAINERS	DESCRIPTION OF GOODS	GROSS WEIGHT
BNMVPRAG120 BNMVPRAG128 BNMVPRAG129	3 x 20'	Diodes, transistors and similar semiconductor devices HS Code: 8541 4090	12,000 Kg.
SHIPPED ON BOARD:		31 December 2025	
FREIGHT AND CHARGES PAYABLE BY Total 3 x 20' Container(s) only AT Destination			
<p>IN ACCEPTING THIS BILL OF LADING, the shipper, the consignee, holder hereof and owner of the goods agree to be bound by all of its stipulations, exceptions and conditions, whether written printed or stamped on the front or back hereof, as well as the provisions of the above carriers tariff rules and regulations as fully as if they were all signed by such shipper, consignee, holder or owner and it is further agreed that the containers are stowed on deck. IN WITNESS WHEREOF the master of the said vessel has affirmed this bill of lading and authorised signature</p>			
	PREPAID	COLLECT	Number of originals issued: (If more than one original issued, the other stands void when ONE is accomplished)
	FRIEGHT COLLECT		
TERMS OF BILL OF LADING CONTINUED ON THE REVERSE SIDE	BILL OF LADING NO.		PLACE AND DATE OF ISSUE
	NM110600		31 December 2025 <i>[Signature]</i> Laosiung



SHIPPER/EXPORTER Complete Name and Address)		Reference Number PNM1438	Bill of Lading No. NM221000 NM110601
AJ SANDY AND CO.		<h1 style="text-align: center;">N&M Pvt. Ltd.</h1> <h2 style="text-align: center;">Bill of Lading</h2>	
CONSIGNEE (Complete Name and Address)			
THIYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD.			
NOTIFY PARTY (Complete Name and Address)		FOR RELEASE OF SHIPMENT PLEASE CONTACT	
Same as Consignee		N&M Pvt. Ltd.	
PIER	PORT OF RECEIPT	imports@nandm.com	
OCEAN VESSEL/VOYAGE	PORT OF LOADING		
M.V. PRAGYA	Laosiung, Paiwan		
PLACE OF DELIVERY	PORT OF DISCHARGE	FINAL DESTINATION (FOR MERCHANT'S REFERENCE ONLY)	
	Drisbane, Caustrolia		
PARTICULARS FURNISHED BY THE SHIPPER Said to contain			
MARKS AND NUMBERS	NO OF CONTAINERS	DESCRIPTION OF GOODS	GROSS WEIGHT
BNMVPRAG521 - BNMVPRAG565 (in sequence)	45 x 20'	Sodium Dichloroisocyanurate Dihydrate (SDID) HS code:2933 6990	675,000 Kg.
SHIPPED ON BOARD: 31 December 2025			
FREIGHT AND CHARGES PAYABLE BY Total 45 x 20' Container(s) only AT Destination			
IN ACCEPTING THIS BILL OF LADING, the shipper, the consignee, holder hereof and owner of the goods agree to be bound by all of its stipulations, exceptions and conditions, whether written printed or stamped on the front or back hereof, as well as the provisions of the above carriers tariff rules and regulations as fully as if they were all signed by such shipper, consignee, holder or owner and it is further agreed that the containers are stowed on deck. IN WITNESS WHEREOF the master of the said vessel has affirmed this bill of lading and authorised signature			
	PREPAID	COLLECT	Number of originals issued: (If more than one original issued, the other stands void when ONE is accomplished)
	FRIEGHT COLLECT		
TERMS OF BILL OF LADING CONTINUED ON THE REVERSE SIDE	BILL OF LADING NO.	PLACE AND DATE OF ISSUE	
	NM110601	31 December 2025 Laosiung	

SHIPPER/EXPORTER (Complete Name and Address)		Reference Number PNM1509	Bill of Lading No. NM221000 NM100028
DHATHATHRAYA FOODS INTERNATIONAL PTE. LTD.		N&M Pvt. Ltd. Bill of Lading	
CONSIGNEE (Complete Name and Address)			
THIYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD.			
NOTIFY PARTY (Complete Name and Address)		FOR RELEASE OF SHIPMENT PLEASE CONTACT	
Same as Consignee		N&M Pvt. Ltd.	
PIER	PORT OF RECIEPT		
OCEAN VESSEL/VOYAGE	PORT OF LOADING		
M.V. PRAGYA	Mavao, Chillipines		
PLACE OF DELIVERY	PORT OF DISCHARGE		FINAL DESTINATION (FOR MERCHANT'S REFERENCE ONLY)
	Drisbane, Caustralia		
PARTICULARS FURNISHED BY THE SHIPPER Said to contain			
MARKS AND NUMBERS	NO OF CONTAINERS	DESCRIPTION OF GOODS	GROSS WEIGHT
BNMVPRAG718 - BNMVPRAG757 (in sequence)	40 x 20'	Fruit: Arvipally Bananas (fresh) Temp: +13.30 c ventilation cbm/h: opened/ 30 dehum./% rel. humidity: off	436,000 Kg.
SHIPPED ON BOARD: 06 January 2026			
FREIGHT AND CHARGES PAYABLE BY Total 40 x 20' Container(s) only AT Destination			
IN ACCEPTING THIS BILL OF LADING, the shipper, the consignee, holder hereof and owner of the goods agree to be bound by all of its stipulations, exceptions and conditions, whether written printed or stamped on the front or back hereof, as well as the provisions of the above carriers tariff rules and regulations as fully as if they were all signed by such shipper, consignee, holder or owner and it is further agreed that the containers are stowed on deck. IN WITNESS WHEREOF the master of the said vessel has affirmed this bill of lading and authorised signature			
	PREPAID	COLLECT	Number of originals issued: (If more than one original issued, the other stands void when ONE is accomplished)
	FRIEGHT COLLECT		
TERMS OF BILL OF LADING CONTINUED ON THE REVERSE SIDE	BILL OF LADING NO.	PLACE AND DATE OF ISSUE	
	NM100028	 06 January 2026 Mavao	

SHIPPER/EXPORTER Complete Name and Address)		Reference Number	Bill of Lading No. NM221000
RED TERRACOTTA WALLS AND CO.		PNM1510	NM100029
CONSIGNEE (Complete Name and Address)		<h1 style="text-align: center;">N&M Pvt. Ltd.</h1> <h2 style="text-align: center;">Bill of Lading</h2>	
THIYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD.			
NOTIFY PARTY (Complete Name and Address)		FOR RELEASE OF SHIPMENT PLEASE CONTACT	
Same as Consignee		N&M Pvt. Ltd.	
PIER	PORT OF RECEIPT		
OCEAN VESSEL/VOYAGE	PORT OF LOADING		
M.V. PRAGYA	Mavao, Chillippines		
PLACE OF DELIVERY	PORT OF DISCHARGE		FINAL DESTINATION (FOR MERCHANT'S REFERENCE ONLY)
	Drisbane, Caustralia		
PARTICULARS FURNISHED BY THE SHIPPER Said to contain			
MARKS AND NUMBERS	NO OF CONTAINERS	DESCRIPTION OF GOODS	GROSS WEIGHT
BNMVPRAG758 – BNMVPRAG812 (in sequence)	55 x 20'	T-shirts, Singlets, and Other Vests, of Other Textile Materials HS code: 610990	742,500 Kg.
SHIPPED ON BOARD: 06 January 2026			
FREIGHT AND CHARGES PAYABLE BY Total 55 x 20' Container(s) only AT Destination			
IN ACCEPTING THIS BILL OF LADING, the shipper, the consignee, holder hereof and owner of the goods agree to be bound by all of its stipulations, exceptions and conditions, whether written printed or stamped on the front or back hereof, as well as the provisions of the above carriers tariff rules and regulations as fully as if they were all signed by such shipper, consignee, holder or owner and it is further agreed that the containers are stowed on deck. IN WITNESS WHEREOF the master of the said vessel has affirmed this bill of lading and authorised signature			
	PREPAID	COLLECT	Number of originals issued: (If more than one original issued, the other stands void when ONE is accomplished)
	FRIEGHT COLLECT		
TERMS OF BILL OF LADING CONTINUED ON THE REVERSE SIDE	BILL OF LADING NO.		PLACE AND DATE OF ISSUE
	NM100029		 06 January 2026 Mavao

ANNEXURE 3

TERMS AND CONDITIONS

1. Definitions

- (a) "Authority" means any duly constituted legal or administrative Person, which exercises jurisdiction or has authority within any nation, state, municipality or port.
- (b) "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.
- (c) "Carrier" means the party named *N&M Pvt. Ltd.*, on whose behalf this Bill of Lading has been signed.
- (d) "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.
- (e) "Crew" means the vessel's master, her officers, seamen and other persons directly or indirectly employed in the operation of the vessel.
- (f) "Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading.
- (g) "Goods" means the whole or any part of the cargo received from the shipper and includes any equipment or Container not supplied by or on behalf of the Carrier.
- (h) "Hague-Visby 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 and includes the amendments by the Protocol signed at Brussels on 23rd February, 1968.
- (i) "Holder" means any Person for the time being in possession of this Bill of Lading or to whom rights of suit and/or liability under this Bill of Lading have been transferred or vested.
- (j) "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.
- (k) "Multimodal Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the reverse hereof in the relevant boxes.
- (l) "Ocean Transport" arises if the Carriage is not Multimodal Transport
- (m) "Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the reverse hereof as packed in such Container and entered in the box on the reverse side hereof entitled "No. of Containers" are each deemed a Package.
- (n) "Person" includes an individual, corporation, or other legal entity.
- (o) "Subcontractor" includes owners, charterers and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators, warehousemen, 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 subcontractors, servants and agents thereof whether in direct contractual privity or not.
- (p) "Terms and Conditions" means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties hereof.
- (q) "Vessel" means any water borne craft used in the Carriage under this Bill of Lading, which may be a feeder vessel or an ocean vessel.

2. Carrier's Tariff

- 2.1. 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 demurrage or detention. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request.

In the case of inconsistency between this Bill of Lading and the applicable Tariff, the Bill of Lading shall prevail.

3. Merchant's warranties and responsibilities

- 3.1. The Merchant warrants that -
- (a) in agreeing to the Terms and Conditions hereof, he is, or has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this Bill of Lading;
 - (b) the Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable during the Carriage;
 - (c) neither the receipt, delivery or handling of the Goods nor any payment or other transaction relating to the Goods will expose the Carrier or any member of the same, the Subcontractors or any of their employees, servants, agents, banks, insurers or reinsurers to any sanction, prohibition or penalty (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country, supranational or international governmental organisation or other Authority;
 - (d) none of the Persons falling within the meaning of Merchant is or is owned or controlled by or is acting on behalf of a Person which is included on any list of individuals or entities with whom transactions are currently prohibited or restricted under any sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organisation or other Authority;
 - (e) the Goods are not intended to be used in the design, development, or production of nuclear, chemical, or biological weapons.
- 3.2. The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear, pay and indemnify the Carrier against all duties, taxes, fines, impost, expenses or losses (including, without prejudice to the generality of the foregoing Freight for any additional Carriage undertaken) incurred or suffered by reason thereof, or by reason of any illegal, incorrect, untimely or insufficient declaration, marking, numbering or addressing of the Goods.
- 3.3. All of the Persons coming within the definition of Merchant in clause 1(j) shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this Bill of Lading.
- 3.4. If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors clean, odour free and in the same condition as received, to the point or place designated by the Carrier, within the time prescribed. Should a Container not be returned in the condition required and/or within the time prescribed in the tariff, the Merchant shall be liable for any detention, loss or expense incurred as a result thereof.
- 3.5. Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss of and/or damage and/or delay to such Containers. Merchants are deemed to be aware of the dimensions and capacity of any Containers released to them.
- 3.6. Once the Goods have been received by the Carrier for Carriage the Merchant shall not be entitled neither 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 delivery of the Goods at other Port or Place than the Port of Discharge or Place of Delivery named on the reverse hereof or such other Port or Place selected by the Carrier in the exercise of the liberties herein, for any reason whatsoever. The Merchant shall indemnify the Carrier against all claims, liabilities, losses, damages, costs, delays, attorney fees and/or expenses caused to the Carrier, his Subcontractors, servants or agents or to any other cargo or to the owner of such cargo during the Carriage arising or resulting from any impediment, delay, suspension, stoppage or interference whatsoever in the Carriage of the Goods.

4. Subcontracting

- 4.1. The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage.
- 4.2. The Merchant undertakes that no claim or allegation, whether arising in contract, bailment, tort, breach of express or implied warranty or otherwise shall be made against any servant, agent, or Subcontractor 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, and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.
- 4.3. Without prejudice to the foregoing every such servant, agent, and Subcontractor shall have the benefit of all Terms and Conditions of whatsoever nature herein contained or otherwise benefiting the Carrier including clause 23, as if such Terms and Conditions were expressly for their benefit and, in entering into this contract, the Carrier, to the extent of such Terms and Conditions does so on its own behalf, and also as agent and trustee for such servants, agents and Subcontractors.

5. Carrier's Responsibilities: port to port shipment

- 5.1. When loss or damage has occurred between the time of loading of the Goods by the Carrier at the port of loading and the time of discharge by the Carrier at the port of discharge, the responsibility of the Carrier shall be determined in accordance with Articles 1-8 of the Hague-Visby Rules save as is otherwise provided in these Terms and Conditions. These articles of the Hague-Visby Rules shall apply as a matter of contract.
- 5.2. The Carrier shall not be responsible for any fault of his personnel and of the vessel's Crew in cases of damage or loss caused by fire or explosion on board the vessel, except when caused by the negligence of the Carrier's personnel or the vessel's Crew, or caused by the navigation or management of the vessel, in the latter case save for damage or loss caused when executing measures which were predominantly taken in the interest of the Goods ("Error in Navigation and Fire Defences").
- 5.3. Prior to loading and after discharge the Carrier is not deemed to have custody of the Goods. The Carrier is not responsible for acts or omissions of a terminal operator to which the Goods were submitted either by the Carrier or the Merchant.
- 5.4. Unless notice of loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof under the contract of Carriage, or, if the loss or damage is not apparent, within three (3) days, such removal shall be prima facie evidence of the delivery by the Carrier as described in this Bill of Lading and any such loss or damage which may have occurred to the Goods shall be deemed to be due to circumstances which are not the responsibility of the Carrier. The notice must clearly specify the damage. Notwithstanding the aforesaid, if a Container has been delivered to the Merchant, the Merchant must prove that the damage to or loss of the Goods did not occur during the period after delivery, when the Container was in the custody of the Merchant.
- 5.5. Compensation shall be calculated by reference to the value of the Goods at the place and the time they are delivered to the Merchant, or at the place and the time they should have been delivered. For the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the sound value of the Goods is agreed to be the invoice value plus Freight and insurance if paid.

6. Carrier's Responsibilities: Multimodal shipment

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. Save as is otherwise provided for in this bill of lading, the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below:

- 6.1. Where the stage of Carriage where loss or damage occurred is not known:

- (a) The Carrier shall be relieved of liability for any loss or damage where such loss or damage was caused by:
 - (i) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Subcontractor;
 - (ii) handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting on his behalf;
 - (iii) compliance with instructions of any Person entitled to give them;
 - (iv) inherent vice of the Goods;
 - (v) strike, lock out, stoppage or restraint of labour, from whatever cause, whether partial or general;
 - (vi) a nuclear incident;
 - (vii) insufficient or defective condition of packing or marks;
 - (viii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.
 - (b) The burden of proof that the loss or damage was due to one or more of the causes or events specified in clause 6.1(a) shall 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 6.1(a)(ii)(iv) or (vii), 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 these causes or events.
- 6.2. Where the stage of Carriage where the loss or damage, occurred is known notwithstanding anything provided for in clause 6.1 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, by the Hague-Visby Rules Articles 1-8. These articles of the Hague-Visby Rules shall apply as a matter of contract; or
 - (b) if the loss or damage is known to have occurred during any inland carriage, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or in accordance with clause 6.1 and clause 7.1(a), whichever imposes lesser liability on the Carrier.

7. Sundry Liability Provisions

7.1. Compensation and Liability

- (a) Save as is provided in clause 7.1 (b), the Carrier's liability shall in no event exceed 2 SDR per kilo of the gross weight of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises;
- (b) The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and that compensation higher than that provided for herein may not be claimed unless the nature and value of such Goods have been declared by the Merchant, agreed to by the Carrier and inserted into the Bill of Lading before shipment. In that case, the amount of the declared value shall be substituted for the limits laid down in this Bill of Lading. In addition, the applicable *ad valorem* freight rate as set out in the Carrier's Tariff must be paid. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value is higher than the actual value, the Carrier shall in no event be liable to pay compensation higher than the net invoice value of the Goods plus Freight and insurance if paid. Any references to letters of credit, import licences, sales contracts, invoices or order number and/or details of any contract to which the Carrier is not a party when shown on this Bill of Lading shall not be regarded as a declaration of value.

7.2. Limitation of Liability

It is hereby agreed by the Merchant that the Carrier qualifies as a person entitled to limit liability under any Convention or Act pertaining to limitation of liability on maritime claims, whichever is applicable. If any claims are made against the Servants or Agents, they are entitled to avail themselves of the same limitation available to the Carrier.

7.3. Delay

- (a) Unless expressly agreed, 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.
- (b) If notwithstanding the foregoing, the Carrier is held responsible for the consequences of any delay, the Carrier's liability is limited to an amount equal to five times of the Freight unless any lower limitation applies. The limitation does not apply if it is proved that the delay in delivery resulted from an act or omission of the Carrier or of his Servants or Agents done with the intent to cause damage, or recklessly and with knowledge that damage would probably result.
- (c) The Carrier shall not be liable for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss or damage to goodwill (in each case whether direct or indirect) or any indirect or consequential loss, caused due to delay in discharge or delivery. This limitation of liability shall not apply if it is proved that such loss was caused due to a delay in delivery resulting from an act or omission of the Carrier or of his Servants or Agents done with the intent to cause damage, or recklessly and with knowledge that damage would probably result.

7.4. Scope of Application and Exclusions

- (a) The rights, defences, limitations and liberties of whatsoever nature provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage or delay, howsoever occurring and whether the action be founded in contract or in tort.
- (b) Save as otherwise provided herein, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of profits, unless it is established the Carrier himself acted with the intent to cause damage, or recklessly and with knowledge that damage would probably result.

8. Shipper-packed containers

If a Container has not been packed by the Carrier:

- 8.1. This bill of lading shall be a receipt only for such a Container.
- 8.2. The Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense whatsoever incurred by the Carrier if such loss of or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any matters beyond his control including, inter alia, without prejudice to the generality of this exclusion:
 - (a) the manner in which the Container has been packed; or
 - (b) the unsuitability of the Goods for carriage in Containers; or
 - (c) the unsuitability or defective condition of the Container or the incorrect setting of any thermostatic, ventilation, or other special controls thereof, provided that, if the Container has been supplied by the Carrier, this unsuitability or defective condition could have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was packed.
- 8.3. The Merchant is responsible for the packing and sealing of all shipper-packed Containers and, if a shipper-packed Container is delivered by the Carrier with its original seal as affixed by the Shipper intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.
- 8.4. The Shipper shall inspect Containers before packing them and the use of Containers shall be prima facie evidence of their being sound and suitable for use.

9. Inspection of Goods

- 9.1. The Carrier or any person to whom the Carrier has subcontracted the Carriage or any person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods. If, by order of the Authorities at any place, a Container has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of such opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the costs of such opening, unpacking, inspection and repacking from the Merchant.

10. Description of Goods

- 10.1. This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other Packages or units entered in the box on the reverse side hereof entitled "No. of Containers".
- 10.2. No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.
- 10.3. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out in the reverse hereof, have been checked by the shipper on receipt of this Bill of Lading and that such information and particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful goods, and contain no contraband, drugs, other illegal substances or stowaways, and that the Goods will not cause loss damage or expense to the Carrier, or to any other cargo during the Carriage.
- 10.4. If any particulars of any Letter of Credit and/or Import License and/or Sales Contract and/or Invoice or Order number and/or details of any contract to which the Carrier is not a party, are shown on the face of this Bill of Lading, such particulars are included at the sole risk of the Merchant and for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Carrier's liability under this Bill of Lading.

11. Freight, Expenses and Fees

- 11.1. Full Freight shall be payable based on particulars furnished by or on behalf of the Shipper. The Carrier may at any time open the Goods or Container(s) and, if the Shipper's particulars are incorrect the Merchant and the Goods shall be liable for the correct Freight and any expenses incurred in examining, weighing, measuring, or valuing the Goods.
- 11.2. Full Freight shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.
- 11.3. All sums payable to the Carrier are due on demand and shall be paid in full in United States currency or, at the Carrier's option, in its equivalent in the currency of the Port of Loading or of Discharge or the Place of Receipt or of Delivery or as specified in the Carrier's Tariff.
- 11.4. The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies relative to Freight in the applicable Tariff. In the event of any discrepancy between Freight (incl. charges etc) items in the Bill of Lading and any Carrier invoices, the latter shall prevail.
- 11.5. All Freight shall be paid without any set off, counterclaim, deduction or stay of execution at latest before delivery of the Goods.
- 11.6. If the Merchant fails to pay the Freight when due he shall be liable also for payment of service fee, interest due on any outstanding and/or overdue sum reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or its authorised agent, shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.
- 11.7. If the Carrier, at its sole discretion, grants credit on any sums payable to the Carrier, the terms and conditions applicable to any credit (Credit terms) are available from the Carrier or their authorised

agents. The applicable Credit terms will automatically apply to any granting of credit by the Carrier, unless otherwise agreed by the Carrier

12. Perishable Cargo

- 12.1. Goods, including Goods of a perishable nature, shall be carried in ordinary Containers without special protection, services or other measures unless it is agreed between the Carrier and the Merchant that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specifically equipped Container or are to receive special attention in any way and the Carrier expressly accepts in writing to provide such specifically equipped Container or special attention. The Merchant undertakes not to tender for Carriage any Goods which require refrigeration, ventilation or any other specialised attention without giving notice of their nature and the required temperature or other setting of the thermostatic, ventilation or other special controls to the Carrier. If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods, howsoever arising.
- 12.2. The Merchant should note that refrigerated Containers are not designed (a) to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo being presented at a higher temperature than that required for the Carriage; nor (b) to monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and the Carrier does not guarantee the maintenance of any intended level of humidity inside any Container.
- 12.3. The term “apparent good order and condition” when used in this Bill of Lading or Declarations therewith with reference to goods which require refrigeration, ventilation or other specialised attention does not mean that the Goods, when received were verified by the Carrier as being at the carrying temperature, humidity level or other condition designated by the Merchant.
- 12.4. The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialised machinery, plant, insulation and/or apparatus of the Container, vessel, conveyance and any other facilities, provided that the Carrier shall before and at the beginning of the Carriage exercise due diligence to maintain the Container supplied by the Carrier in an efficient state.

13. Methods and Routes of Carriage

- 13.1. The Carrier may at any time and without notice to the Merchant:
 - (a) use any means of transport or storage whatsoever;
 - (b) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein;
 - (c) unpack and remove the Goods which have been packed into a Container and forward them via Container or otherwise;
 - (d) sail without pilots, proceed via any suitable route, (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading herein provided) once or more often, and in any order in or out of the route or in a contrary direction to or beyond the port of discharge once or more often;
 - (e) load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge) and store the Goods at any such port or place;
 - (f) comply with any orders or recommendations given by any government or Authority or any Person or body acting purporting to act as or on behalf of such government or Authority or having under the terms of the insurance on any conveyance employed by the Carrier the right to give orders or directions.

13.2. The liberties set out in clause 14.1 may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading other goods, bunkering or embarking or disembarking any person(s), undergoing repairs and/or drydocking, towing or being towed, assisting other vessels, making trial trips and adjusting instruments. Anything done or not done in accordance with clause 14.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

14. Matters affecting performance

14.1. If at any time Carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced either:

- (a) Carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by a suitable alternative route to that indicated in this bill of lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery. If the Carrier elects to invoke the terms of this clause 15.1(a) then, notwithstanding the provisions of clause 14 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine; or
- (b) Suspend the Carriage of the Goods and store them ashore or afloat under these Terms and Conditions and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension. If the Carrier elects to invoke the terms of this clause 15.1(b) then, notwithstanding the provisions of clause 14 hereof, he shall be entitled to charge such additional Freight and costs as the Carrier may determine; or
- (c) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port, which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the Carriage, and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods. If the Carrier elects to use an alternative route under clause 15.1(a) or to suspend the Carriage under clause 15.1(b) this shall not prejudice his right subsequently to abandon the Carriage.

15. Dangerous Goods

- 15.1. No Goods which are or which may become of a dangerous, noxious, hazardous, flammable, or damaging nature (including radioactive material) or which are or may become liable to damage any Persons or property whatsoever, and whether or not so listed in any official or unofficial, international or national code, convention, listing or table shall be tendered to the Carrier for Carriage without previously giving written notice of their nature, character, name, label and classification (if applicable) to the Carrier and obtaining his consent in writing and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without obtaining his consent and/or such marking, or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, noxious, hazardous, flammable or damaging nature, they may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.
- 15.2. The Merchant warrants that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Carriage.
- 15.3. The Merchant shall indemnify the Carrier against all claims, liabilities, loss, damage, delay, costs, fines and/or expenses arising in consequence of the Carriage of such Goods, and/or arising from breach of

any of the warranties in clause 16.2 including any steps taken by the Carrier pursuant to clause 16.1 whether or not the Merchant was aware of the nature of such Goods.

16. Lien

16.1. The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable by the Merchant to the Carrier under this or any other contract and for general average contributions, to whomsoever due. The Carrier may exercise his lien at any time and in any place at his sole discretion, whether the contractual Carriage is completed or not. The Carrier's lien shall extend to cover the cost of recovering any sums due. The Carrier shall have the right to sell the Goods at public or private sale without notice to the Merchant. If the proceeds of this sale fail to cover the whole amount due, the Carrier is entitled to recover the deficit from the Merchant.

17. Optional Stowage and Deck Cargo

17.1. The Goods may be packed by the Carrier in Containers and consolidated with other goods in Containers.

17.2. Goods, whether or not packed in Containers, may be carried on deck or under deck without notice to the Merchant. All such Goods whether carried on deck or under deck, shall participate in general average

18. Notification and Delivery

18.1. Any failure to give notification of the arrival of the Goods shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

18.2. The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff. If the Merchant fails to do so the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to store the Goods ashore, afloat, in the open or under cover, at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods stored as aforesaid shall wholly cease, and the Merchant shall be responsible for the costs of such storage, as well as detention and demurrage.

18.3. If the Merchant fails to take delivery of the Goods within thirty days of delivery becoming due under clause 19(2), or if in the opinion the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant.

18.4. Without prejudice to an earlier termination by virtue of law or any other clause of this Bill of Lading the responsibility of the Carrier shall cease and the Goods shall be considered to be delivered at their own risk and expense in every respect when taken into the custody of customs or other authorities.

19. General Average & Salvage

19.1. General average to be adjusted in any currency at any place selected by the Carrier and according to the York/Antwerp Rules 1974 as amended in 1990 and 1994. Any claims and/or disputes relating to the general average shall be exclusively subject to the dispute resolution mechanism as set out in clause

20. Application of Terms and Conditions

20.1. These Terms and Conditions shall apply in any action against the Carrier for any loss or damage whatsoever and howsoever occurring (and, without restricting the generality of the foregoing, including delay, late delivery and/or delivery without surrender of this Bill of Lading) and whether the action be founded in contract, bailment or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.

20.2. These Terms and Conditions shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

21 Variation of the Contract and Validity

21.1. No servant or agent of the Carrier shall have the power to waive or vary any Terms and Conditions unless such waiver or variation is in writing and is specifically authorised or ratified in writing by the Carrier.

21.2. In the event that anything herein contained is inconsistent with any applicable international convention or national law, which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.

22. Dispute Resolution

22.1. Any claim, dispute or difference arising out of or in connection with this Bill of Lading shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the current Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three arbitrators. The language of the arbitration shall be English.



ANNEXURE 4

Email exchange between the Shipper and the Carrier

AM manuthiyathiclff.com 30 December 2025
Dispute Resolution Clause
To: aniananda@nandm.co

Hello Ania!
Hope you had a nice time in Bali!

We told you that we needed to deliberate and get back on the dispute resolution clause. Just wanted to inform you that my clients would prefer it if we attempt to resolve any disputes that could arise, as efficiently as we can and limit the material issues as soon as possible under a Terms of Reference, like the International Chamber of Commerce Rules envisage.

Warm Regards,
Manu

AM aniananda@nandm.co 30 December 2025
Reply: Dispute Resolution Clause
To: manu@thiyathiclff.com

Hey Manu!
Thanks for getting back.

You're right/ We agree. Speedy resolution is also something we need to consider and we'd like to keep the costs low. Singapore is the closest for both sides, so that's what we're settling on, yes?

Ania Nanda
Ph: +1819102022

AM manu@thiyathiclff.com 30 December 2025
Reply: Arbitration confirmation
To: aniananda@nandm.co

Hello Ania!
Yes, we're good with Singapore.

Warm Regards,
Manu



ANNEXURE 5
Freight Invoices

N&M Pvt. Ltd 3rd floor, Phoenix Tower, 1 Avenue, Drisbane Caustralia			INVOICE NO.: NMV07112002 B/L NO.: NM110600		
FREIGHT INVOICE					
DATE:	INVOICE TO		SHIP TO		
01-Jan-2026	THIYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD., PAIWAN.		THIYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD., CAUSTRALIA.		
Salesperson	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
Mr. Max	SEA	FOB	Before 21.01.2026	On delivery	15.01.2026
Quantity	Description		Rate	Total Value	
3 Containers	Semiconductors		USD 14,800	USD 44,400	



N&M Pvt. Ltd 3rd floor, Phoenix Tower, 1 Avenue, Brisbane Australia			INVOICE NO.: NMV07112002 B/L NO.: NM110601		
FREIGHT INVOICE					
DATE:		INVOICE TO		SHIP TO	
01-Jan-2026		THİYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD., PAIWAN.		THİYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD., AUSTRALIA.	
Salesperson	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
Mr. Max	SEA	FOB	Before 26.01.2026	On delivery	15.01.2026
Quantity	Description		Rate	Total Value	
45 Containers	SDID		USD 10,500	USD 472,500	

DECLARATION OF DANGEROUS GOODS IN CONTAINER & CONTAINER PACKING CERTIFICATE (FOR MULTIMODAL TRANSPORT)

This form meets the requirements of SOLAS 74, chapter VII, regulation 4; MARPOL 73/78, Annex III, regulation 4.

1 Shipper/Consignor/Sender AJ SANDY AND CO.		2 Transport document number (e.g.: Booking No. or B/L No.) <p style="text-align: right;">B/L No. NM110601</p>	
		3 Page 1 of 1 page(s)	4 Shipper's reference TP 1000192
			5 Freight forwarder's reference
6 Consignee THIYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD.		7 Carrier (to be completed by the carrier) N&M Pvt. Ltd. – PNM1438 Vessel – M.V. Pragya	
6-1 Notify party's THIYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD.		SHIPPER'S DECLARATION I hereby declare that the contents of this consignment are fully and accurately described below by the Proper Shipping Name, and are classified, packaged, marked and labelled / placarded and are in all respects in proper condition for transport according to the applicable international and national governmental regulations. <u>I undertake to hold the Carrier fully harmless and indemnify them against any and all losses, damage, and expenses resulting from the failure to comply with the above.</u>	
8 This shipment is within the limitation prescribed for : NA		9 Additional handling information: Ems: US DOT ERG NO.: +61 2 7300 7959 24 hr contact phone/ person: Others: (any special attention for transport : prepare by shipper) <p style="text-align: center;">NA</p>	
10 Vessel / flight No. and data 1 st : M.V. Pragya 2 nd : Voyage No. 42069B	11 Port / place of loading Laosiung, Paiwan		
12 Port / place of discharge Drisdane, Caustrialia	13 Destination		

14 Description of goods

UN number	PROPER SHIPPING NAME (Technical name)	IMO/CFR class Subsidiary risk	Packing Group	Number and kind of packages Gross mass(kgs)/Net mass(kgs)/Cube(m3)	Other description (Flash Point, Limit Quantity, Marine Pollutant, Special stowage requirement, etc.)
3077	Sodium Dichloroisocyanurate Dihydrate (Dichloroisocyanuric Acid Sodium Salt Dihydrate)	Class 9	PG III	45 Containers 675,000 Kgs	Decomposition at 240 C Store dry, away from incompatible substances. MSDS attached.

15 Container identification No. / vehicle registration No BNMVPKAG521-BNMVPKAG565.	16 Seal number (s) 3	17 Container / vehicle size & type 20'	18 Total cargo mass (kg) 675,500 Kgs	19 Total gross mass (including tare) (kg) 778,500 Kgs
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CONTAINER / VEHICLE PACKING CERTIFICATE I hereby declare that the goods described above have been packed / loaded into the container / vehicle identified above in accordance with the applicable provisions. ♀ MUST BE COMPLETED AND SIGNED FOR ALL CONTAINER / VEHICLE LOADS BY PERSON RESPONSIBLE FOR PACKING / LOADING	21 RECEIVING ORGANIZATION RECEIPT Received the above number of packages / containers / trailers in apparent good order and condition, unless stated hereon: RECEIVING ORGANIZATION REMARKS : NA
20 Name of company THIYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD.	Hauler's name Vehicle reg. no. Signature and data
Name / status of declarant. Consignee	22 Name of company (OF SHIPPER PREPARING THIS NOTE) N&M Pvt. Ltd. Name / status of declarant Carrier
Place and data. Laosiung, Paiwan 31 December 2025	Place and date Laosiung, Paiwan 31 December 2025
Signature of declarant.	DRIVER'S SIGNATURE Signature of declarant

*** DANGEROUS GOODS:**

You must specify: UN No., Proper Shipping Name, hazard class, packing group (where assigned) marine pollutant and observe the mandatory requirements under applicable national and international governmental regulations. For the purposes of the IMDG Code, see 5.4.1.4

♀ For the purposes of the IMDG CODE, see 5.4.2. (see overleaf)

(overleaf page)

Documentary Aspects of the International Transport of Dangerous Goods
Container/Vehicle Packing Certificate

The signature given overleaf in Box 20 must be that of the person controlling the container/vehicle operation.

It is certified that :

1. The container/vehicle was clean, dry and apparently fit to receive the goods.
2. If the consignments include goods of class 1, other than division 1.4, the container is structurally serviceable.
3. No incompatible goods have been packed into the container/vehicle unless specially authorized by the Competent Authority.
4. All packages have been externally inspected for damage and only sound packages packed.
5. Drums have been stowed in an upright position unless otherwise authorized by the Competent Authority.
6. All packages have been properly packed and secured in the container/vehicle.
7. When materials are transported in bulk packagings, the cargo has been evenly distributed in the container/vehicle.
8. The packages and the container/vehicle have been properly marked, labelled and placarded. Any irrelevant mark, labels and placards have been removed.
9. When solid carbon dioxide (CO₂ – dry ice) is used for cooling purposes, the vehicle or freight container is externally marked or labelled in a conspicuous place, e.g. at the door end, with the words: DANGEROUS CO₂ GAS (DRY ICE) INSIDE – VENTILATE THOROUGHLY BEFORE ENTERING.
10. When this Dangerous Goods Form is used as a container/vehicle packing certificate only, not a combined document, a dangerous goods declaration signed by the shipper or supplier must have been issued/received to cover each dangerous goods consignment packed in the container.

Note: The container packing certificate is not required for tanks.



MATERIAL SAFETY DATA SHEET

1. CHEMICAL PRODUCT IDENTIFICATION

SUBSTANCE: TOWERCHLOR(R) 56 GRANULES

SYNONYMS:

Sodium dichloroisocyanurate dihydrate; Sodium dichloro-s-triazinetrione dihydrate; Dichlor dihydrate; 1,3,5-Triazine-2,4,6(1H,3H,5H)-trione,1,3-dichloro-, sodium salt dihydrate; Troclosene sodium, dihydrate; SDCC dihydrate

PRODUCT USE: algaecide, microbiocide/microbiostat, disinfectant, sanitizer, bactericide, fungicide

REVISION DATE: May 20 2015

2. COMPOSITION, INFORMATION ON INGREDIENTS

COMPONENT: SODIUM DICHLORO-S-TRIAZINETRIONE DIHYDRATE

CAS NUMBER: 51580-86-0

PERCENTAGE: 98-100

COMPONENT: SODIUM CHLORIDE

CAS NUMBER: 7647-14-5

PERCENTAGE: 0.1-1.0

3. HAZARDS IDENTIFICATION

NFPA RATINGS (SCALE 0-4): HEALTH=2 FIRE=0 REACTIVITY=2

HMIS RATINGS (SCALE 0-4): HEALTH=3 FLAMMABILITY=0 REACTIVITY=1

EMERGENCY OVERVIEW:

COLOR: white

PHYSICAL FORM: crystals, granules

ODOR: chlorine odor

MAJOR HEALTH HAZARDS: CORROSIVE. CAUSES IRREVERSIBLE EYE DAMAGE. MAY CAUSE BURNS TO MOIST SKIN IF NOT PROMPTLY REMOVED. MAY BE FATAL IF INHALED. HARMFUL IF SWALLOWED OR ABSORBED THROUGH THE SKIN. **PHYSICAL HAZARDS:** Oxidizer.

POTENTIAL HEALTH EFFECTS:

INHALATION:



SHORT TERM EXPOSURE: irritation (possibly severe), burns **LONG TERM EXPOSURE:** not a likely route of exposure, ulcers **SKIN CONTACT:**

SHORT TERM EXPOSURE: irritation (possibly severe), burns **LONG TERM EXPOSURE:** dermatitis **EYE CONTACT:**

SHORT TERM EXPOSURE: burns, eye damage, blindness **LONG TERM EXPOSURE:** eye damage, blindness **INGESTION:**

SHORT TERM EXPOSURE: not a likely route of exposure, irritation (possibly severe), burns **LONG TERM EXPOSURE:** not a likely route of exposure, ulcers

CARCINOGEN STATUS: OSHA:

No

NTP: No

IARC: No

4. FIRST AID MEASURES

INHALATION: If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. If breathing is difficult, oxygen should be administered by qualified personnel. If respiration or pulse has stopped, have a trained person administer Basic Life Support (Cardio-Pulmonary Resuscitation/ Automatic External Defibrillator) and CALL FOR EMERGENCY SERVICES IMMEDIATELY.

SKIN CONTACT: Immediately flush contaminated areas with water. Remove contaminated clothing, jewelry, and shoes immediately. Wash contaminated areas with soap and water. Thoroughly clean and dry contaminated clothing and shoes before reuse. IF IRRITATION OCCURS, GET MEDICAL ATTENTION.

EYE CONTACT: Immediately flush eyes with a directed stream of water for at least 15 minutes, forcibly holding eyelids apart to ensure complete irrigation of all eye and lid tissues. Washing eyes within several seconds is essential to achieve maximum effectiveness. GET MEDICAL ATTENTION IMMEDIATELY.

INGESTION: Never give anything by mouth to an unconscious or convulsive person. If swallowed, do not induce vomiting. Give water. If vomiting occurs spontaneously, keep airway clear. Give more water when vomiting stops. GET MEDICAL ATTENTION IMMEDIATELY.

NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.

5. FIRE FIGHTING MEASURES

FIRE AND EXPLOSION HAZARDS: Negligible fire hazard. If heated by outside source to temperatures above 240 C (464 F), this product will undergo self-sustaining decomposition with the evolution of heat and dense noxious gases but no visible flame. Wet material may generate nitrogen trichloride, an explosion hazard.

EXTINGUISHING MEDIA: Flood with water. Do not use dry chemicals, carbon dioxide or halogenated extinguishing agents.



FIRE FIGHTING: Consider evacuation of personnel located downwind. Keep unnecessary people away, isolate hazard area and deny entry. Move container from fire area if it can be done without risk. Avoid inhalation of material or combustion by-products. Stay upwind and keep out of low areas. Wear NIOSH approved positive-pressure self-contained breathing apparatus. Material which appears undamaged except for being damp on the outside, should be opened and inspected immediately. DO NOT attempt to reseal contaminated drums. Damp material should be neutralized to a non-oxidizing state.

SENSITIVITY TO MECHANICAL IMPACT: Not sensitive

SENSITIVITY TO STATIC DISCHARGE: Not sensitive

FLASH POINT: Not applicable

HAZARDOUS COMBUSTION PRODUCTS:

Thermal decomposition products or combustion: chlorine, nitrogen, nitrogen trichloride, cyanogen chloride, oxides of carbon, phosgene

6. ACCIDENTAL RELEASE MEASURES

OCCUPATIONAL RELEASE:

Keep unnecessary people away, isolate hazard area and deny entry. DO NOT add water to spilled materials. DO NOT use floor sweeping compounds to clean up spills. Sweep and scoop spilled material into clean, dedicated equipment. Every attempt should be made to avoid mixing spilled material with other chemicals or debris when cleaning up. DO NOT attempt to reseal contaminated drums. DO NOT transport wet or damp material. Damp material should be neutralized to a non-oxidizing state. Keep out of water supplies and sewers. Releases should be reported, if required, to appropriate agencies.

7. HANDLING AND STORAGE

STORAGE: Store in original container and in a dry area where temperatures do not exceed 52 C (125 F) for 24 hours. Store and handle in accordance with all current regulations and standards. (NFPA Oxidizer Classification 1.) Do not allow water to get in container. If liner is present, tie after each use. Keep container tightly closed and properly labeled. Store containers on pallets. Keep away from food, drink and animal feed. Keep separated from incompatible substances.

HANDLING: Do not get in eyes, on skin, or on clothing. Avoid breathing vapors or dust when opening container. Avoid creation of dust. Wash thoroughly after handling. Never add water to this product. Always add product to large quantities of water. Use clean, dry utensils. Do not add the product to any dispensing device containing residuals of other products.

8. EXPOSURE CONTROLS, PERSONAL PROTECTION

EXPOSURE LIMITS:

TOWERCHLOR(R) 56 GRANULES:

Chlorine may be found in slight amounts in the head space of containers of ACL(R) Products.



SODIUM DICHLORO-S-TRIAZINETRIONE:

0.5 mg/m³ recommended TWA 8 hour(s) (ACL salts) (internal Occupational Exposure Limit)

1.5 mg/m³ recommended STEL 15 minute(s) (ACL salts) (internal Occupational Exposure Limit)

CHLORINE:

1 ppm (3 mg/m³) OSHA ceiling

0.5 ppm (1.5 mg/m³) OSHA TWA (vacated by 58 FR 35338, June 30, 1993)

1 ppm (3 mg/m³) OSHA STEL (vacated by 58 FR 35338, June 30, 1993)

0.5 ppm ACGIH TWA

1 ppm ACGIH STEL

1 ppm (3 mg/m³) MEXICO TWA

3 ppm (9 mg/m³) MEXICO STEL

VENTILATION: Use only in well ventilated areas. Provide local exhaust ventilation where dust or mist may be generated. Ensure compliance with applicable exposure limits.

EYE PROTECTION: Wear chemical safety goggles. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

CLOTHING: Wear protective clothing to minimize skin contact. When potential for contact with dry material exists, wear disposable coveralls such as Tyvek(R). Contaminated clothing should be removed and laundered before reuse.

GLOVES: Wear suitable gloves.

PROTECTIVE MATERIAL TYPES: butyl rubber, latex, leather, natural rubber, neoprene, nitrile, polyvinyl chloride (PVC), Tyvek(R)

RESPIRATOR: A NIOSH approved respirator with N95 (dust, fume, mist) filters may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits, or when symptoms have been observed that are indicative of overexposure.

If chlorine is present, an acid gas cartridge is also required.

A half facepiece air-purifying respirator may be used in concentrations up to 10X the acceptable exposure level and a full facepiece air-purifying respirator may be used in concentrations up to 50X the acceptable exposure level.

Supplied air should be used when the level is expected to be above 50X the acceptable level, or when there is a potential for uncontrolled release.

A respiratory protection program that meets 29 CFR 1910.134 must be followed whenever workplace conditions warrant use of a respirator.

9. PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL STATE: solid

COLOR: white

PHYSICAL FORM: crystals, granules

ODOR: chlorine odor

MOLECULAR WEIGHT: 257.0



MOLECULAR FORMULA: $C_3N_3O_3Cl_2Na \cdot 2H_2O$

BOILING POINT: Not applicable

MELTING POINT: Not applicable

DECOMPOSITION POINT: 464-482 F (240-250 C) (dehydrates @ 176 F (80 C))

VAPOR PRESSURE: Not applicable

VAPOR DENSITY: Not applicable

SPECIFIC GRAVITY (water=1): Not applicable **BULK**

DENSITY: 56-60 lbs/ft³ (loose)

WATER SOLUBILITY: 28 g/100 g @ 25 C

PH: 6-7 @ 25 C (1% solution)

VOLATILITY: Not applicable

ODOR THRESHOLD: Not available

EVAPORATION RATE: Not applicable

COEFFICIENT OF WATER/OIL DISTRIBUTION: Not available

10. STABILITY AND REACTIVITY

REACTIVITY: Stable at normal temperatures and pressure.

CONDITIONS TO AVOID: Do not get water inside container. Wet material may generate nitrogen trichloride, an explosion hazard. Avoid contact with easily oxidizable organic material.

INCOMPATIBILITIES: acids, ammonia, bases, floor sweeping compounds, calcium hypochlorite, reducing agents, organic solvents and compounds

HAZARDOUS DECOMPOSITION:

Thermal decomposition products or combustion: chlorine, nitrogen, nitrogen trichloride, cyanogen chloride, oxides of carbon, phosgene

POLYMERIZATION: Will not polymerize.

11. TOXICOLOGICAL INFORMATION

SODIUM DICHLOROISOCYANURATE DIHYDRATE:

TOXICITY DATA:

>50 mg/l inhalation-unreported LC₅₀; 2000 mg/kg skin-rabbit LD₅₀; 735 mg/kg oral-rat LD₅₀; 400 mg/kg oral-guinea pig LD₅₀

LOCAL EFFECTS:

Irritant: inhalation, skin, eye

ACUTE TOXICITY LEVEL:

Moderately Toxic: dermal absorption, ingestion

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: eye disorders, respiratory disorders, skin disorders and allergies

HEALTH EFFECTS:

INHALATION:

ACUTE EXPOSURE:

This material in the form as sold is not expected to produce respiratory effects. If ground or otherwise in a



powdered form, effects similar to a corrosive substance may occur. May cause severe irritation of the respiratory tract with coughing, choking, pain and possibly burns of the mucous membranes.

In some cases, pulmonary edema may develop, either immediately or more often within a period of 5-72 hours. The symptoms may include tightness in the chest, dyspnea, frothy sputum, cyanosis, and dizziness. Physical findings may include moist rales, low blood pressure and high pulse pressure. Severe cases may be fatal.

CHRONIC EXPOSURE:

Depending on the concentration and duration of exposure, repeated or prolonged exposure may cause inflammatory and ulcerative changes in the upper respiratory tract.

SKIN CONTACT: ACUTE EXPOSURE:

Direct contact with wet material or moist skin may cause severe irritation, pain, and possibly burns. This material is not considered to be skin sensitizer based on studies with guinea pigs.

CHRONIC EXPOSURE:

Effects depend on concentration and duration of exposure. Repeated or prolonged contact may result in dermatitis or effects similar to acute exposure.

EYE CONTACT: ACUTE EXPOSURE:

Direct contact may cause severe irritation, pain and burns, possibly severe, and permanent damage including blindness. The degree of injury depends on the concentration and duration of contact.

CHRONIC EXPOSURE:

Effects depend on concentration and duration of exposure. Repeated or prolonged contact may result in conjunctivitis or effects as in acute exposure.

INGESTION: ACUTE EXPOSURE:

May cause immediate pain and severe burns of the mucous membranes. There may be discoloration of the tissues. Swallowing and speech may be difficult at first and then almost impossible.

The effects on the esophagus and gastrointestinal tract may range from irritation to severe corrosion. Edema of the epiglottis and shock may occur.

CHRONIC EXPOSURE:

Depending on the concentration, repeated ingestion may cause effects as with acute ingestion.

12. ECOLOGICAL INFORMATION

ECOTOXICITY DATA:

FISH TOXICITY: This material is believed to be highly toxic to aquatic life. 0.28-2.4 mg/L 96 hour(s)

LC50 Bluegill Sunfish; 0.22-0.65 mg/L 96 hour(s) LC50 Rainbow Trout

INVERTEBRATE TOXICITY: 0.11-0.28 mg/L 48 hour(s) LC50 Water flea

FATE AND TRANSPORT:

BIODEGRADATION: This material is subject to hydrolysis. Cyanuric acid produced by hydrolysis is biodegradable.



PERSISTENCE: This material is believed not to persist in the environment. Hydrolysis reaction occurs in minutes. None of the hydrolysis products are bioaccumulative or persistent. Photoreactivity of free available chlorine is 30 minutes at 30 C (pH 7). Half-life increases to as much as 8 hours in the presence of cyanuric acid.

BIOCONCENTRATION: This material is believed not to bioaccumulate.

OTHER ECOLOGICAL INFORMATION: 1,916 mg/kg oral-Mallard duck LD50; 1,766 mg/kg oralN. Bobwhite LD50; >10,000 ppm diet-Mallard duck LC50; 7253->10,000 ppm diet-N. Bobwhite LC50

13. DISPOSAL CONSIDERATIONS

Use or reuse if possible. This material is a registered pesticide. Dispose in accordance with all applicable regulations. Do not put product, spilled product, or filled or partially filled containers into the trash or waste compactor. Contact with incompatible materials could cause a reaction and fire. DO NOT transport wet or damp material. Damp material should be neutralized to a non-oxidizing state.

14. OTHER INFORMATION

The information presented herein, while not guaranteed, was prepared by competent technical personnel and is true and accurate to the best of our knowledge. **NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OR GUARANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, IS MADE REGARDING PERFORMANCE, SUITABILITY, STABILITY OR OTHERWISE.** The information included herein is not intended to be all-inclusive as to the appropriate manner and/or conditions of use, handling and/or storage. Factors pertaining to certain conditions of storage, handling, or use of this product may involve other or additional safety or performance considerations. While our technical personnel will be happy to respond to questions regarding safe handling and use procedures, safe handling and use remains the responsibility of the customer. No suggestions for use are intended to, and nothing herein shall be construed as a recommendation to, infringe any existing patents or violate any laws, rules, regulations or ordinances of any governmental entity.



N&M Pvt. Ltd 3rd floor, Phoenix Tower, 1 Avenue, Brisbane Australia		INVOICE NO.: NMV07112211 B/L NO.: NM100028			
FREIGHT INVOICE					
DATE:		INVOICE TO		SHIP TO	
06-Jan-2026		THIYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD., CHILIPPINES.		THIYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD., AUSTRALIA.	
Salesperson	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
Mr. Ricco	SEA	FOB	Before 16.01.2026	On delivery	15.01.2026
Quantity	Description		Rate	Total Value	
40 Containers	Bananas		USD 10,750	USD 430,000	

N&M Pvt. Ltd
3rd floor, Phoenix Tower,
1 Avenue, Brisbane
Australia

INVOICE NO.: NMV07112211
B/L NO.: NM100029

FREIGHT INVOICE

DATE:	INVOICE TO	SHIP TO			
06-Jan-2026	THIYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD., CHILIPPINES.	THIYATHI CONTAINER LOGISTICS AND FREIGHT FORWARDERS PVT. LTD., AUSTRALIA.			
Salesperson	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
Mr. Milo	SEA	FOB	Before 22.01.2026	On delivery	15.01.2026
Quantity	Description		Rate	Total Value	
55 Containers	Clothes		USD 9,900	USD 544,500	



ANNEXURE 6

Newspaper Report On Temperature Risk For SDID

Danila Bulletin

Temperature Risk For Dangerous Goods: A Hazardous Concern

14 FEBRUARY 2026

NEWS FEED ASSOCIATE PRESS

Survivor accounts, forensic evidence, and expert warnings suggest current IMDG treatment of SDID may underestimate its fire and decomposition risks

Studies and reports conducted recently have revealed that there could be chemical decomposition and instability with respect to SDID chemicals when exposed to higher temperatures. SDID is classified as Class 9 miscellaneous dangerous goods and not the more dangerous Class 5.1 oxidizer.

However, it is highly oxidizing and has the potential for self-decomposition when stowed in bulk, which has led to a recommendation to reclassify the product. The investigators in a hazardous incident on cargo ship Darsk Moonline in January 2018 had concluded that the testimonies are consistent with exposure to the decomposition of SDID, which produces white smoke and chlorine gas when overheating. Its combustion results in the release of additional hazardous compounds, potentially including trichloramine, cyanogen chloride and phosgene.

The survivors from the recent Joman fire explosion incident due to overheating of SDID chemicals reported that during the firefighting they encountered “white coloured smoke with a strong bleach or chemical smell,” and were experiencing breathing difficulties and skin irritation. A blue uniform recovered from the site was almost white, and nearby firefighting gear showed extensive bleach discoloration.

Jack Robert, a master mariner stated in a recent interview “Safe precautions have to be undertaken in the transport and storage of these dangerous goods. It is not safe to stow IMDG cargoes next to accommodation and main propulsion plants; fire risk tolerance is now lower for belowdeck cargoes and higher for cargoes on deck fore and aft.”

A few regulatory revisions were recommended by the country’s Transport Safety Investigation Bureau that includes examining how SDID should be categorized under the IMDG Code; urging carriers to store SDID on deck and out of direct sunlight, just as they do with calcium hypochlorite employing specially-designed cargo containers for IMDG goods, fitted with appropriate internal firefighting equipment that would self-activate in the event that the temperature in the container went too high.



ANNEXURE 7 Cyclone Warning

214 DIR Rd, Miliman, Kuezon City
1100 Metro Danila, Chillipines

Likelihood	High				
	Medium				
	Low				
	Very Low				
		Minimal	Minor	Significant	Severe
Impact					



E-Mail: information@cagasa.gov.ph
Tel: 021 935 5700

IMPACT BASED WARNING issue : 09:11 on Fri 19th Jan 2023

CYCLONE WARNING

Affected DM / LM / Metro area

Mamko, Tahuneni, Sulu, Guhuhu, Cerai, Pikupang, Larinsow, Drindoran, Sinodoran, Chorantalo, Zohenga, Volaangitam, Silamuta, Chembodo, Ronu

Short Message

and waves leading to difficulty in navigation at sea is expected between Mamko and Tanado from Friday to Sunday, moderating and subsiding from the west. (19/01/2023).

Discussion

The combination of strong gale force (65-75 km/h, gusting 75-85 km/h) north westerly to westerly winds and west to south - westerly swells of 4.0 to 5.0 m, are expected between Mamko and Tanado from Friday morning until Sunday. The winds are expected to effect the Karinsow area and Jemeh Islands as well. The wave heights are expected to be reaching 5.5 to 6.0 m south of Garout during Sunday. These conditions will contribute to rough and choppy sea conditions.

Impacts

Difficulty in navigation at sea is likely with small vessels and personal water crafts (e.g. kayaks) at risk of taking on water and capsizing. Short and localised disruptions of ports are possible, especially over the south-western coastline. Fisherman should take caution when out on the rocks. Build-up of sand on coastal routes is also possible.

Instruction

Be aware of large unpredictable waves along the coast. Small vessels are advised to seek shelter in harbours, bays or inlets.



ANNEXURE 8

News Report On the Cyclone

THE CHILIPPINES TIMES

ONLINE ED.

2026

No. 13

Chilippines Braces Amid Cyclone Warnings

Press Trust

DANILA | 5TH JANUARY 2026

The Chilippines' Meteorological department said on Tuesday that it was on alert as a cyclone was expected to bring heavy rainfall and severe winds to northern provinces. A massive cyclone with 48 – 55 wind knots was expected in the Mamko area. The storm is forecasted to bring rains over several provinces, and make landfall on Sunday, weather forecasters said. The storm is likely to happen with low probability, but precautions are advised. Waves are expected, leading to difficulty in navigation at sea. Preparations were being made near the central coast, where the



meteorological department had issued warning for vessels to seek safe harbour. Residents are being warned to avoid flooded areas and stay indoors where necessary.



ANNEXURE 9

News Report on Panama Disease

DAILY TRIBUNE CHRONICLE

Panama Pandemic: A Threat To The World's Favourite Fruit



28 November 2025

DTC TEAM

A killer disease turns up out of the blue. It moves by “stealth transmission”, spreading before symptoms even show. Once it takes hold, it is already too late to stop it as there is no cure. Life will never be the same again. Tropical Race 4 (TR4), a disease that affects bananas, is a fungus that has been ravaging banana fields for the past 30 years and is also known as Panama Disease.

A rapid acceleration in the epidemic's spread from Pasia to Caustrialia, the Middle East, Africa, and most recently Latin

America, where the majority of the bananas sent to shops in the developed world come from, has occurred over the course of the past ten years. It has spread to more than 20 nations so far, raising concerns about a “banana pandemic” and shortages of the most popular fruit in the world.

Scientists from all over the world are frantically trying to come up with a cure, including developing a vaccine and genetically modified (GM) bananas. However, similar to the other familiar pandemics, the question is not only if we can find a treatment, but also how we can deal

with a “new normal” that will alter bananas for all time.

The history of the familiar modern banana is the best place to start looking for hints.

History demonstrates what occurs when this condition is neglected. According to Fernando Garca-Bastidas, a plant health expert who studied TR4 at the University of Wageningen in the Netherlands before joining a Dutch plant genetics company attempting to combat the illness, this is not the first time bananas have threatened extinction. When Panama Disease first appeared in the 1950s, the industry was destroyed by what he calls “one of the deadliest botanical epidemics in history.” The fungus that caused the disease first appeared in Pasia, where it co-evolved with bananas, and then it moved to the enormous Central American plantations.



ANNEXURE 10

Insurance Claim

The Elizabethan Insurance Company Limited

10th Floor, TS towers, XYZ – PO

“ALL RISKS” CLAIM FORM

THE ISSUANCE OF THIS FORM IS **NOT** TO BE TAKEN AS AN ADMISSION OF LIABILITY

QUESTIONS TO BE ANSWERED BY THE CLAIMANT
“THIS FORM SHOULD BE COMPLETED AND RETURNED TO THE COMPANY IMMEDIATELY”

POLICY NO. XYZ0178678
CLAIM NO.

Dear Sirs,

We have to advise you of loss or damage in transit as detailed below particulars of which are stated overleaf:

1	Policy Number	XYZ1078678
2	Name of the Insured	Thiyathi Containers Logistics and Freight Forwarders Pvt. Ltd.
3	Address of the Insured and Contact No.	Thiyathi, Containers Logistics and Freight Forwarders Pvt. Ltd., Paiwan
4	Description of Items damaged	I. 12 tonnes of semiconductors II. 675 tonnes of SDID III. 201 tonnes of Bananas (3 kinds) IV. 742.5 tonnes of fast fashion clothes
5	Packaging	
6	Names of the Consignor and Consignee	Consignor & Consignee - Thiyathi Containers Logistics and Freight Forwarders Pvt. Ltd.
7	Voyage From & To	Laosuing to Drisdane for Item I and II. Mavao to Drisdane for Item III and IV.
8	Invoice No. & Date	PRAGMV07112001 (Item I) PRAGMV07112002 (Item II) PRAGMV07112003 (Item III) PRAGMV07112004 (Item IV)
9	Name of the Carrier	MV Pragya
10	Date & Place goods were handed over to carrier	Items I and II in Laosuing, Items III and IV in Mavao
11	Date(s) of Discharge and Clearance	
12	External Condition of the goods at the time of taking delivery	
13	Date of Dispatch to final warehouse	
14	Date of arrival of goods at the final warehouse	Hasn't arrived, stalled at Mamua Old Hamster
15	Reasons for delay, if any, for taking final delivery	Fire in the Carrier Ship
16	Name of Surveyor/Loss assessor	
17	Any risk notes reported at the time of booking	Storage temperature for Item II Perishability of Item III
18	Has the value of the goods been received? If yes, pls indicate the date on which received	No
19	Details of Loss a. Type of Loss b. When noticed c. Items affected d. Cause of loss	Burnt SDID- 17,190,630 New Paiwan Dollar Burnt Semiconductor- 254,676,000 New Paiwan Dollar Burnt/Damaged Clothes - 43,995,620 Chillipine Peso Auction proceeds – clothes - 6,704,775 Kinas
20	If damaged in transit, whether ship survey held?	Yes
21	Whether claim lodged on carrier for recovery? Pl	Yes



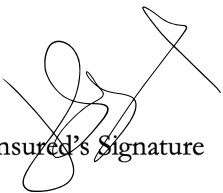
The Elizabethan Insurance Company Limited

	c. Items affected d. Cause of loss	Burnt/Damaged Clothes - 43,995,620 Chillipine Peso Auction proceeds - clothes - 6,704,775 Kinas
20	If damaged in transit, whether ship survey held?	Yes
21	Whether claim lodged on carrier for recovery? Pl enclose copies of proof for the same. If not, state reason why.	Yes
22	Details of other insurances, if any, on affected property	N/A

I declare that foregoing statement are true to the best of my knowledge and belief; that the articles and property described on the other side hereof were lost/stolen or damaged under the circumstance above described, and that such articles and property belong to the persons named, no other person having any interest therein whether as owner, Mortgage, Trustee or otherwise.

Place: **Laosuing, Paiwan**

Date:


Insured's Signature



ANNEXURE 11

Email Exchange Between The Clothes Merchant, Shipper, And Carrier Post The Fire

AM sam3360@thiyathiclff.com 11:45 AM
Shipment of goods 13th January 2026
To: gonzalez.sanders@nandm.co

Hello Mr. Gonzalez ,
Sorry to hear about the fire on MV Pragya. Hope our goods are still safe and fit for delivery.
We are being constantly pestered by our client with concerns regarding the shipment of the 55 containers containing clothes shipped from Mavao to Drisbane, referenced by B/L NM100029 . Did the fire affect those containers as well? Are the clothes damaged? Update us asap please.
Looping our Logistics Head – East to the thread for correspondence.

AM sam3360@thiyathiclff.com 04:51 AM
Reply to your query regarding the shipment 13th January 2026
To: fahad@abcfashion.com

Hello,
We enquired with our Shipping Partner with respect to your query. We are extremely sorry to intimate that the fire did considerably affect your goods as well, and we will be unable to deliver it by the date as discussed. Since the ship is currently docked in Mamua Old Hamster, our Partner is unable to give exact details about the damage. We will send you a detailed report of the damage soon, after a thorough assessment. Hope you understand.

AM sam3360@thiyathiclff.com 10:01 AM
(No Subject) 15th January 2026
To: gonzalez.sanders@nandm.com

Hello,
This incident and your actions that followed is such a let-down to our long-standing relationship. Our reputation as a logistics company has been severely dented due to your negligence and lax attitude thereafter. Our client has refused to accept the delivery of the clothes post the contracted delivery date. Due to the delay caused from your end, we have to compensate our client for the non-delivery of the clothes, which is totally unfair and unacceptable! We will not bear the brunt of your actions! You have to cover any and all compensation that we have to pay our client for this.

AM fahad@abcfashion.com 10:34 AM
(No Subject) 15th January 2026
To: sam3360@thiyathiclff.com

THIS IS SOOO UNPROFESSIONAL !/ We have been your client for the past 2 years, and this is the kind of accountability that you show. You got to understand that it's business worth millions on the line. As declared in all the goddamn disclosure documents that you sought, that shipment was FAST FASHION clothes. I don't think I need to EXPLAIN fast fashion to you, or do I?! We can't wait till your stupid assessment report. Chuck the Shipment. Get ready to shell out the money for the worth of the clothes. Our contract was airtight on that aspect. We will get another shipment with some other reliable shipper. THANK U FOR ALL THE HELP!

AM gonzalez.sanders@nandm.com 4:51PM
(No Subject) 15th January 2026
To: sam3360@thiyathiclff.com

Acknowledged. We understand that the shipment of clothes is obsolete now. However, blaming us for negligence or lax action is not warranted either. We do not plan to pay any compensation until we figure out the cause of the fire. You may pursue whatever action you deem fit.



ANNEXURE 12

Application For Emergency Arbitration

SINGAPORE INTERNATIONAL ARBITRATION CENTRE
APPLICATION FOR THE APPOINTMENT OF AN
EMERGENCY ARBITRATOR

IN THE MATTER OF AN ARBITRATION

BETWEEN

THIYATHI CONTAINERS LOGISTICS AND FREIGHT FORWARDERS PVT. LTD.

...Applicant

AND

N&M PVT. LTD.

...Respondent

Date of Application: 13 January 2026

Filed on behalf of: the Applicant (Consignee)

Prepared by: Mathew & Kumar LLP, Danberra

Filed pursuant to: Rule 12.1 and Schedule 1 of the SIAC Rules (7th Edition, 1 January 2025)

I. THE PARTIES

1. The Applicant, Thiyathi Containers Logistics and Freight Forwarders Pvt. Ltd. (**Applicant** or **Consignee**), is a company incorporated pursuant to the Corporations Act 2001 (Cth), engaged in business as a freight forwarding and logistics company. The Applicant is named as the Consignee and Notify Party under the Bills of Lading described herein.
2. The Respondent, N&M Pvt. Ltd. (**Respondent** or **Carrier**), is a company incorporated pursuant to the Corporations Act 2001 (Cth), and is the owner and operator of M.V. Pragma. The Respondent is named as the Carrier on the Bills of Lading described herein.



II. THE ARBITRATION AGREEMENTS

4. This Application is made in respect of disputes arising under the following Bills of Lading, each of which contains an arbitration agreement at Clause 23 of the Terms and Conditions

B/L No.	Cargo	Port of Loading	Date of Issue
NM110600	Semiconductors (3 containers)	Laosiung, Paiwan	1 January 2026
NM110601	SDID (45 containers)	Laosiung, Paiwan	1 January 2026
NM100028	Arvipally Bananas (40 containers)	Mavao, Chilippines	6 January 2026
NM100029	Fast Fashion Clothes (55 containers)	Mavao, Chilippines	6 January 2026

4. Clause 23 of the Terms and Conditions provides that any claim, dispute or difference arising out of or in connection with the Bills of Lading shall be determined by arbitration at Singapore, administered by SIAC. The number of arbitrators shall be three. The language of the arbitral proceedings shall be English.

III. CIRCUMSTANCES GIVING RISE TO THE APPLICATION

5. On 1 January 2026, M.V. Pragya commenced a voyage from Laosiung, Paiwan carrying cargo including semiconductors and Sodium Dichloroisocyanurate Dihydrate (SDID) consigned to the Applicant. On 6 January 2026, M.V. Pragya docked at Mavao, Chilippines, where further cargo including bananas and clothes consigned to the Applicant were loaded.
6. On 12 January 2026, a fire broke out onboard M.V. Pragya originating from containers carrying SDID. The fire caused extensive damage to the SDID cargo, the semiconductors cargo, and a portion of the clothes cargo. On 13 January 2026, M.V. Pragya docked at the Port of Bae, Mamua Old Hamster.
7. The Applicant has been informed that the Respondent intends to auction off goods from the cargo at the Port of Bae. The Respondent has indicated its intention to appropriate the auction proceeds to set off against alleged damages caused to the vessel and unpaid freight charges.
8. The Applicant has requested the Respondent to refrain from disposing of the cargo pending resolution of the dispute. The Respondent has declined this request.

IV. EMERGENCY INTERIM RELIEF SOUGHT

9. Pursuant to Rule 12.1 and Schedule 1 of the SIAC Rules 2025, the Applicant seeks the appointment of an Emergency Arbitrator and the following emergency interim relief:



- (a) An order restraining the Respondent, its servants, agents, and any person acting on its behalf, from selling, auctioning, transferring, or otherwise disposing of any cargo covered by Bills of Lading NM110600, NM110601, NM100028, and NM100029, pending the constitution of the Tribunal or further order;
- (b) An order requiring the Respondent to take all reasonable steps to preserve the cargo in its current state, including maintaining appropriate storage conditions at the Port of Bae or such other suitable facility;
- (c) An order requiring the Respondent to provide the Applicant with a full accounting and inventory of all cargo presently in its possession or control;
- (d) Costs of this Application.

V. REASONS WHY EMERGENCY RELIEF IS REQUIRED

- 10. The Applicant submits that the appointment of an Emergency Arbitrator and the relief sought above are necessary on an emergency basis for the following reasons:
- 11. The Respondent has expressed its intention to auction certain goods within the cargo imminently. Once the cargo is sold to third parties, the Applicant will suffer irreparable harm, as the cargo cannot be recovered and its value may be significantly diminished through a distressed sale in a developing economy.
- 12. The arbitration clause provides for a three-member Tribunal. The constitution of the Tribunal under the SIAC Rules will take a minimum of several weeks. By that time, the Respondent will have disposed of the cargo, rendering any subsequent order for preservation moot.
- 13. A forced auction at the Port of Bae would not reflect the true market value of these goods. The loss to the Applicant, if the auction proceeds, would be difficult or impossible to quantify adequately in damages.
- 14. The balance of convenience favours preserving the status quo. The Respondent will suffer no prejudice from a short delay in disposing of the cargo pending the constitution of the Tribunal. Conversely, the Applicant will suffer substantial and irreversible harm if the cargo is sold before the Tribunal can hear the parties.
- 15. The Applicant has a prima facie case on the merits. The Respondent, as Carrier, owed duties of care under the Bills of Lading and the Hague-Visby Rules to properly carry, keep, and care for the cargo. The Applicant is the Consignee named in the Bills of Lading and is entitled to delivery of the cargo at the contracted destination of Drisbane, Caustralia.

VI. SEAT AND LANGUAGE

- 16. The seat of the emergency interim relief proceedings is Singapore, in accordance with paragraph 12 of Schedule 1 of the SIAC Rules 2025 and Clause 23 of the Terms and Conditions.
- 17. The language of the emergency interim relief proceedings shall be English.



VII. THIRD-PARTY FUNDING

18. The Applicant confirms that there is no third-party funding agreement in existence in relation to this Application or the underlying arbitration.

VIII. CERTIFICATION

19. Pursuant to paragraph 3(c) of Schedule 1, the Applicant certifies that a copy of this Application and all accompanying documents have been provided to the Respondent simultaneously with the filing of this Application with the Registrar.

IX. ACCOMPANYING DOCUMENTS

20. This Application is accompanied by the following:

- (a) Bills of Lading NM110600, NM110601, NM100028, and NM100029;
- (b) Terms and Conditions endorsed on the Bills of Lading;
- (c) Correspondence between the Applicant and the Respondent regarding the intended auction;
- (d) Payment of the EA Filing Fee and deposits towards the Emergency Arbitrator's fees and expenses in accordance with the Schedule of Fees.

Date: 13 January 2026

Mathew & Kumar LLP

Solicitors for the Applicant

Danberra



ANNEXURE 13
Emergency Arbitrator's Order

SINGAPORE INTERNATIONAL ARBITRATION CENTRE
ORDER OF THE EMERGENCY ARBITRATOR

IN THE MATTER OF AN ARBITRATION

BETWEEN

THIYATHI CONTAINERS LOGISTICS AND FREIGHT FORWARDERS PVT. LTD.

...Applicant

AND

N&M PVT. LTD.

...Respondent

Date of Order: 14 January 2026

Emergency Arbitrator:

Date of Appointment: 14 January 2026

Seat: Singapore

Language: English

I. PROCEDURAL HISTORY

1. On 13 January 2026, the Applicant filed an Application for the appointment of an Emergency Arbitrator with the Registrar of SIAC pursuant to Rule 12.1 and Schedule 1 of the SIAC Rules 2025 (the "**Application**"). The Application was accompanied by payment of the EA Filing Fee and deposits in accordance with the Schedule of Fees.
2. On 14 January 2026, the President of the SIAC Court determined that SIAC shall accept the Application and appointed the undersigned as Emergency Arbitrator in accordance with paragraph 7 of Schedule 1.
3. On 14 January 2026, the Emergency Arbitrator established a schedule for consideration of the Application in accordance with paragraph 14 of Schedule 1. The Respondent was invited to submit observations on the Application by 1400 hours (Singapore time) on 14 January 2026.
4. The Respondent has not yet filed any objections with regards to the application.

II. SUMMARY OF THE UNDERLYING DISPUTE

5. The dispute arises from the carriage of goods by the Respondent on M.V. Pragya from Laosung, Paiwan and Mavao, Philippines to Drisbane, Caustrialia under four Bills of Lading



(NM110600, NM110601, NM100028, and NM100029). A fire broke out onboard M.V. Pragma on 12 January 2026 originating from containers carrying SDID. The fire caused damage to the SDID cargo, the semiconductors cargo, and a portion of the clothes cargo. The vessel docked at the Port of Bae, Mamua Old Hamster on 13 January 2026.

6. The Applicant contends that the Respondent intends to sell or auction the salvageable portion of the clothes cargo at the Port of Bae without the Applicant's consent, and to appropriate the proceeds against alleged freight charges and vessel damage.

III. JURISDICTION

7. The Emergency Arbitrator has the power to rule on its own jurisdiction pursuant to paragraph 13 of Schedule 1, which provides that the Emergency Arbitrator shall have all the powers vested in the Tribunal pursuant to the SIAC Rules.
8. Having reviewed the four Bills of Lading, the Emergency Arbitrator notes that each contains an identical arbitration clause at Clause 23 of the Terms and Conditions, referring disputes to arbitration administered by SIAC at Singapore. The Emergency Arbitrator is satisfied, on a prima facie basis, that the disputes arising from these Bills of Lading are related and arise from the same voyage and series of transactions, and that it is appropriate to consider the Application in respect of all four Bills of Lading.
9. The Emergency Arbitrator's determination on jurisdiction is without prejudice to the Tribunal's power to rule on its own jurisdiction once constituted, in accordance with paragraph 13 and paragraph 21 of Schedule 1.

IV. ANALYSIS

10. In determining whether to grant emergency interim relief, the Emergency Arbitrator has considered the following factors:
12. The Emergency Arbitrator is satisfied that the Applicant has established a prima facie case on the merits. The Applicant is the named Consignee under the Bills of Lading and has a prima facie entitlement to delivery of the cargo at the contracted destination.
13. The Emergency Arbitrator is satisfied that the Applicant would suffer harm that would not be adequately reparable by an award of damages if the cargo is sold. The goods, once sold to third parties at auction in a developing economy, cannot be recovered, and the auction price may not reflect the true market value.
14. The Emergency Arbitrator finds that the balance of convenience favours the Applicant. Preserving the cargo pending the constitution of the Tribunal causes limited prejudice to the Respondent, who retains possession of the cargo and can exercise its lien. The Respondent's submission that the goods are perishable fast-fashion items, while noted, does not justify irreversible disposal before the Tribunal has an opportunity to hear the parties.
11. The constitution of a three-member Tribunal cannot be achieved before such disposal would occur. The Respondent having indicated its intention to dispose



of the cargo imminently, the relief sought cannot await the constitution of the Tribunal. Thereby, the Emergency Arbitrator is satisfied that the matter is urgent and thus requires immediate intervention despite the absence of the Respondent.

VI. ORDER

17. FOR THE REASONS SET OUT ABOVE, the Emergency Arbitrator **ORDERS** as follows:

- (a) **The Respondent, its servants, agents, and any person acting on its behalf, shall refrain from selling, auctioning, transferring, or otherwise disposing of** any cargo covered by Bills of Lading NM110600, NM110601, NM100028, and NM100029 presently in its possession or control, pending the constitution of the Tribunal or further order.
- (b) **The Respondent shall take all reasonable steps to preserve** the cargo in its current state, including maintaining appropriate storage conditions at the Port of Bae or such other suitable facility as may be available.
- (c) **The Respondent shall provide the Applicant with a full accounting and inventory** of all cargo presently in its possession or control under the above Bills of Lading within 48 hours of receipt of this Order.
- (d) The costs of this Application are reserved for the Tribunal.
- (e) This Order is made pursuant to paragraphs 17 and 18 of Schedule 1 of the SIAC Rules 2025 and is binding on the parties from the date it is made in accordance with paragraph 23 of Schedule 1.
- (f) This Order shall remain in force until the constitution of the Tribunal or until varied or vacated by the Emergency Arbitrator or the Tribunal, subject to paragraph 20 of Schedule 1.

18. The Emergency Arbitrator notes that, pursuant to paragraph 21 of Schedule 1, the Emergency Arbitrator shall have no power to act after the Tribunal is constituted. The Tribunal may affirm, reconsider, modify, or vacate this Order.

19. Nothing in this Order shall be construed as expressing any view on the merits of the underlying dispute, the question of consolidation of the arbitrations, or any jurisdictional issues that may arise.

Date: 14 January 2026

Mr. TS Sreeram

Emergency Arbitrator



ANNEXURE 14
Procedural Order No.1

PROCEDURAL ORDER NO. I
in the Arbitral Proceedings

THE ELIZABETHAN INSURANCE COMPANY PVT. LTD.

(Claimant)

v.

N&M PVT. LTD.

(Respondent)

- I.** Following the receipt of the file from the Singapore International Arbitration Centre and the Parties' submissions dated 4 March 2026 and 30 March 2026, the Arbitral Tribunal held a telephonic conference with both Parties discussing the further conduct of the proceedings.
- II.** The Arbitral Tribunal takes note of the fact that both Parties agreed:
- to conduct the proceedings on the basis of the Singapore International Arbitration Centre Rules (SIAC Rules) 2025;
 - that, to facilitate planning and to discuss the procedural questions raised, including the validity and scope of the Emergency Arbitrator's order, the consolidation of arbitrations, and the merits of the claims, a Virtual Hearing is scheduled for March 27, 2026 – March 29, 2026.
 - that the Virtual Hearing will address both procedural and substantive legal questions as listed below;
 - further hearings will take place in a separate hearing scheduled for April 18, 2026; this hearing would take place in person, unless the Arbitral Tribunal decides differently.
- III.** In light of these agreements and considerations, the Arbitral Tribunal hereby makes the following orders:
1. In their next submissions and at the Virtual Hearing the Parties are required to address the following issues:
 - a. Whether the Respondent breached the Emergency Arbitrator's order dated 14 January 2026 by proceeding with the auction on 15 January 2026, and whether sanctions should be imposed pursuant to Rule 44.3 of the SIAC Rules for such non-compliance.
 - b. Whether the four arbitrations commenced under Bills of Lading should be consolidated into a single proceeding pursuant to Rule 16.4 of the SIAC Rules?
 - c. Whether the Respondent breached its duties as carrier under the Bills of Lading read with Hague-Visby Rules, and if so, whether the Respondent is liable to compensate the Claimant for the loss and damage suffered.



- d. Whether the Respondent undertook an unjustified deviation from the contract of carriage, failed to deliver the cargo at the agreed destination, and wrongfully appropriate the proceeds from the disposal of the cargo.
The Parties should be prepared to address both procedural and substantive issues at the Virtual Hearing and the subsequent hearing in person.
2. The submissions are to be made in accordance with the NIMLAC Official Rules 2026. For their submissions, the following Procedural Timetable applies:
 - a. Claimant Memorandum: no later than 11:59 P.M., 6th March, 2026
 - b. Respondent Memorandum: no later than 11:59 P.M., 6th March, 2026.
3. It is undisputed between the Parties that:
 - a. Australia, Taiwan, Philippines, and Myanmar are Contracting States to the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 and amended by protocol at Brussels on 23 February 1968 (Hague-Visby Rules);
 - b. The Respondent is a carrier within the meaning of the Hague-Visby Rules and the Bills of Lading are governed by the Hague-Visby Rules;
 - c. All four Bills of Lading (NM110600, NM110601, NM100028, and NM100029) contain identical arbitration clauses in Clause 23 of the Terms and Conditions providing for arbitration under the SIAC Rules in Singapore;
 - d. The Claimant claims as subrogee of the Consignee, Thiyathi Containers Logistics and Freight Forwarders Pvt. Ltd., pursuant to an all risks cargo insurance policy;

There is applicable jurisprudence regarding the interpretation and application of the SIAC Rules, the Hague-Visby Rules, and maritime law principles. The Tribunal will consider relevant case law and scholarly authorities presented by the Parties in their submissions and at the hearing.

4. In the event Parties need further information, Requests for Clarification must be made in accordance with the NIMLAC Official Rules 2026 no later than 17th February, 2026 via the official NUALS MCS website. No team is allowed to submit more than five questions.
- IV.** Both Parties are invited to attend the Virtual Hearing scheduled for March 27, 2026 – March 29, 2026. The details concerning the timing and the software/platform to be used will be provided in due course.

Singapore, 15th February, 2026

[*Maheswar Qatara, Presiding Arbitrator*]

Final Report*

FIRE

ON BOARD MV PRAGYA ON VOYAGE FROM LAOSIUNG TO DRISDANE (2026)

MVP/MAI/01/2026

Anu Li & Co. Investigations Pvt. Ltd.
(Est. 1939)

10 February 2026

NUALS International Maritime Law Arbitration Competition (NIMLAC), 2025-26

* *The report goes into in-depth technical detail and analysis. Given below are the excerpts relevant to the dispute.*

Anu Li & Co. Investigations Pvt. Ltd. (Est. 1939)

Anu Li & Co. Investigations Pvt. Ltd. (ALC) specialises in air, marine and rail accidents and incidents investigations. Headquartered in Singapore, its mission is to promote transport safety through the conduct of both independent and commissioned investigations into air, marine and rail accidents, and incidents.

ALC conducts marine safety investigations in accordance with the Casualty Investigation Code under SOLAS Regulation XI-1/6 adopted by the International Maritime Organization (IMO) Resolution MSC 255(84).

The sole objective of ALC's marine safety investigations is the prevention of marine accidents and incidents. The safety investigations do not seek to apportion blame or liability. Accordingly, ALC reports should not be used to assign blame or determine liability.

Note: -

All times used in this report are Ship's Mean Time (SMT) unless otherwise stated. SMT is five hours ahead of Coordinated Universal Time (UTC9).

An independent Fire Forensic Expert¹⁰ was engaged by the Company to determine the origin and cause of the fire on board MVP. In late January 2026, the investigation team, together with the Fire Forensic Expert, boarded the MVP off the port of Mamua Old Hamster, for an on-site assessment of the condition.

In addition to the information gathered from an on-site assessment and that provided by the Fire Forensic Expert, the investigation team had access to and reviewed the deck logs, ship's voyage data recorder, video recordings provided by the Company, event logs from the ship's alarm systems and statements of the crew.

SYNOPSIS

On 12 January 2026, at about 1945H (Local Time), in fine weather, the Caustralia registered container ship MV Pragya (MVP), which was carrying 6750 containers, while en route from Paiwan to Caustralia, encountered a severe fire that started from no.3 cargo hold when the ship was mid-voyage. The voyage was conducted via a route different from the originally planned route, which involved higher ambient temperatures, estimated at approximately 8°C above the baseline temperatures of the original route. Captain Khaali and his crew responded to fight the fire by commencing boundary cooling and subsequent release of carbon dioxide (CO₂) into the cargo hold but were not successful in extinguishing the fire immediately.

As most of the evidence was destroyed by fire, the investigation team could not conclusively determine the cause of the fire. However, there was evidence that the integrity of SDID² in no.3 cargo had been compromised including the chlorine-smell smoke, the irritating and uncomfortable feeling, including breathlessness experienced by the crew at the onset of the event. The investigation further observed that the cargo was carried in block stowage and the heat generated by spontaneous self-decomposition of the SDID would have worsened due to the same.

It was noted that there was a delay in the closure of the magnetic fire doors of the accommodation, and non-closure of exterior ventilation vents. This resulted in toxic smoke entering and spreading within the accommodation areas. The investigation team also noted that due to the intense heat and smoke all ventilator flaps on the sides of No.3 cargo hold hatch covers had proven to be challenging to close. Available information did not indicate why the same was not done prior to the fire. It was further noted that the muster list did not clearly identify the roles of everyone on board. In addition, the investigation revealed that the secondary hazards of chemical decomposition / instability of SDID had not been identified in the International Maritime Dangerous Goods (IMDG) Code.

² Sodium Dichloroisocyanurate Dihydrate (SDID) - classified under Class 9 of the International Maritime Dangerous Goods (IMDG), is an active ingredient in dry bleaches, dishwashing compounds, scouring powder detergent sanitizers, swimming pool disinfectants, water, and sewage treatment. SDID contains a chlorine content of 56% as compared to Dichloroisocyanuric acid in which the chlorine content is 62%.



Figure 1 – MV Pragya pre-incident



Early morning view of the port side after MVP was abandoned

View of the starboard side showing the extent of fire damage




Figure 2: Aerial view of the vessel during and post incident

CONSEQUENCES ASSESSED

The fire on board MVP resulted in, amongst others, the following:



- I. Injuries to the crew;
- II. Material damage to the ship as indicated by the post incident inspection, (Figure 05); Damage to cargo forward of the accommodation and the damage to cargo on other parts of MVP; and
- III. Potential for severe environmental damage brought about by the fire occurrence and its resultant firefighting efforts.

Post Incident Inspection

<p>Forward view from the bridge showing the ship's damaged section, which included:</p> <ul style="list-style-type: none"> • Collapsed containers¹ • No.1, 2 and 3 cargo hold structures and outfitting 	
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<p>View of the inside of the bridge and mess room (swept by salvors for access) showing burnt equipment, fittings, and structure</p>	
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<p>View of the inside of the CO₂ room (swept by salvors for access) and the E-deck alleyway</p>	
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<p>View from sea level showing:</p> <p>Ship's starboard bow with burnt damages at ship's side and forward section of the accommodation</p>	
<p>View from the bow facing aft, indicating the extent of damage at the forward section that included:</p> <ul style="list-style-type: none"> • Collapsed containers • No.1, 2 and 3 cargo hold structure and outfitting • Burnt damages at the forward of the accommodation 	
<p>The boiler suit indicated gross discolouration (caused by bleaching) to a near white colour from the original pale blue.</p> <p><i>Source</i> – Fire Forensic Expert</p>	
<p>The inner lining of the fireman's jacket shows gross discoloration.</p> <p><i>Source</i> – Fire Forensic Expert</p>	

2.4 THE CARGO BOOKING PROCESS AND STOWAGE

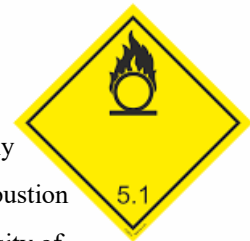
- i. The cargo booking process for the Company was similar to that used by most container carriers. Typically, once a customer made the booking request for the carriage of cargo in a container from the port of origin to destination, a validation of the cargo documentation would take place on the carrier’s side to ensure that the cargo was acceptable for carriage and could be transported safely on the selected route considering relevant restrictions on ships and in ports.
- ii. The cargo information would then be sent to Cargo Stowage Coordinators to plan the position of the stowage on board the ship. In between, a detailed screening process by the booking team would follow to check the cargo declaration. This process would check for compliance with IMDG rules and validate if there were conflicting information in the booking documentation.
- iii. The Company’s dangerous goods approvers would approve the dangerous goods booking according to IMDG Code and restrictions at national, port and terminal level.
- iv. When IMDG cargo booking was received, and IMDG stowage requirements were met, the cargo was planned for loading on board a ship and the stowage layout would be sent to the ship as well as the port of loading. Any changes in case of downfall, i.e., cargo not arriving on time, would result in a re-stow.
- v. This entire process of booking would largely depend on the first entry into the booking system received from the customer. If the shipper’s declaration made during the booking did not raise any flags within the carriage requirements, the process of checking for IMDG compliance would flow through.
- vi. A shipper would declare IMDG cargo using a Multimodal Dangerous Goods Form (IMDG Code Chapter 5.4.5) comprising 22 fields. Field 14 of this form was a free text box and required the shipper to provide shipping marks, number and kind of packages, description of goods, gross mass (kg), net mass (kg) and cube (m³) information on the IMDG cargo being carried. The top image showed detailed declaration (by one shipper) and the bottom image gave basic information (by another shipper).

14. Shipment information Number and kind of packages, description of goods (*see bottom)				
GWT:	5212.00 (kg)	NET WEIGHT:	4800.00 (kg)	
UN NO:	3077	Technical name:	Adipic dihydrazide	
Proper shipping name:	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S.		Imo class:	9
Sub risk:	N	N	Packing group	III
Limited QTY:	N	\BoilG Pt:	Marine pollutant (p,pp or no):	Y
Flash point :		Quantity of Package quantity :	4G	240
Inner Description	Inner QTY			
14. Shipping marks		*Number and kind of packages;description of goods		Gross mass
		435DRUMS		Net mass (kg)
		UN 3077,ENVIRONMENTALLY HAZARDOUS SUBSTANCE ,SOLID, N.O.S.(N-Methyl-1,2-phenylenediamine)		Cube
		Class 9, PG III, FPN/M ,MP YES EMS:F-A,S,F		11,962.50
				10005
				34.8

Figure 11: Sample of shipper’s declaration for reference

- vii. According to the Company, packing and securing of the container was the shipper’s responsibility to ensure that the cargo was stuffed and packed correctly. This was a globally accepted norm according to the general terms and conditions that all carriers used.
- viii. From its interaction with the industry⁴³, the investigation team noted that if the declaration by a shipper had indicated the cargo to be a Class 9, with the proper shipping name as per the Dangerous Goods List, i.e. Environmentally Hazardous Substance (N.O.S), the dangerous goods approvers would not know whether the product indeed belonged to that class, especially if the booking documents⁴⁴ stated that it was a Class 9 without secondary hazards such as oxidising properties.
- ix. The investigation team examined the material safety data sheets (MSDS) provided on board MVP and noted that most of the MSDS was scanned pages and could not be “searched” for keywords. From the MSDS, it would not be possible to electronically identify whether the cargo declared as Class 9 was indeed a Class 9 cargo or any other types of IMDG cargo having secondary hazards such as oxidising properties. MSDS was not a mandatory document for cargo booking.

Class 5.1 – Oxidising substances



- x. Oxidising substances are substances which, while in themselves are not necessarily combustible, may, generally by yielding oxygen, cause, or contribute to, the combustion of other material. For this reason, oxidising substances increase the risk and intensity of the fire in combustible material with which they come into contact.
- xi. Mixtures of oxidising substances with combustible material and even with material such as sugar, flour, edible oils, mineral oils, etc., are dangerous. These mixtures are readily ignited, in some cases by friction or impact. They may burn violently and may lead to an explosion.
- xii. There will be a violent reaction between most oxidising substances and liquid acids, evolving toxic gases. Toxic gases may evolve when certain oxidising substances are on fire.
- xiii. The above properties are, in general, common to all substances in this class. Additionally, specific properties for some substances are provided in the IMDG cargo list which is to be considered in transport.
- xiv. The Emergency Schedules (EmS) Guide of the IMDG Code states that fires in which these substances are present, are difficult to extinguish, and the ship’s firefighting installation may not be effective. The guide further states that everything possible should be done to prevent the spread of fire to containers containing these IMDG cargo. However, if the fire reaches the cargo, personnel should be withdrawn immediately to a well-protected position.

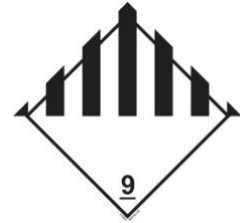
⁴³ Freight rates for carrying of goods declared as IMDG are known to be higher than the rates for non-IMDG Code.

⁴⁴ The dangerous goods were planned for positioning on the ship in accordance with the details mentioned and approved based on the booking details in the booking system.

- XV. The EmS further indicates that if a fixed gas fire extinguishing system is used for incidents under-deck, all hatches and vent dampers should be closed and ventilation shut off before the system is activated. If the fire is under-deck, consideration should be given to the stability of the ship when flooding the cargo hold with water. Although EmS also states that if smoke is seen coming from around the hatches, the leaks should be sealed with any suitable material available, this is applicable to general cargo ship when carrying IMDG cargo.

Class 9 - Miscellaneous dangerous substances and articles, and environmentally hazardous substances

- XVI. These miscellaneous dangerous substances and articles are substances which, during transport, present a danger not covered by other classes.
- XVII. Goods under Class 9 includes, among other things-
- Substances and articles not covered by other classes which experience has shown, or may show, to be of such a dangerous character that the provisions of part A⁴⁵ of chapter VII⁴⁶ of SOLAS, as amended, shall apply.
 - Substances not subject to the provisions of part A of chapter VII of SOLAS, as amended, but to which the provisions of Annex III⁴⁷ of MARPOL 73/ 78 of MARPOL, as amended, apply.
 - Substances that are transported or offered for transport at temperatures equal to, or exceeding 100°C, in a liquid state, and solids that are transported or offered for transport at temperatures equal to or exceeding 240°C.
 - Genetically micro-organisms (GMOs) and genetically modified microorganisms (GMMOs) not meeting the definition of infectious substances, but which are capable of altering animals, plants, or microbiological substances in a way not normally the result of natural reproduction.
- XVIII. Correlating the account of the crew, the investigation team attempted to identify whether any of the Class 9 were likely to have been involved in the events leading to the fire in no.3 cargo hold.
- XIX. The cargo declared as UN No.3077⁴⁸ - SDID - under Class 9, is an active ingredient in dry bleaches, dishwashing compounds, scouring powder, detergent sanitizers, swimming pool disinfectants, water, and sewage treatment. SDID contains a chlorine content of 56% as



⁴⁵ Part A – Carriage of Dangerous Goods in Package Form.

⁴⁶ SOLAS 2001-2003 Amend/Chapter VII/Reg.1 – Carriage of Dangerous Goods.

⁴⁷ MARPOL Annex III – Reg for the prevention of pollution by harmful substances carried by sea in package form,

⁴⁸ According to the IMDG Code, entries of 3077 are used for substances and mixtures which are dangerous to the aquatic environment (marine pollutant) that do not meet the criteria of any other class or another substance within Class 9. The criteria for substances which are hazardous to the aquatic environment are given in section 2.9.3 of the IMDG Code.

compared to Dichloroisocyanuric acid⁴⁹ which contains a chlorine content of 62%.

- XX. The MSDS for SDID provided to MVP by the shipper were reviewed by the investigation team. The criteria to test this cargo for qualifying as an oxidiser was not stated in the MSDS. A summary of the information extracted from the MSDS and further research as conducted by the investigation team is tabulated in **table 3**.

Manufacturer	M-1	M-2	M-3	M-4	M-5	M-6	M-7
Proper Shipping Name	SDID	SDID	SDID	SDID	SDID	SDID	SDID
UN No.	3077	3077	3077	3077	3077	3077	3077
IMDG Class	Class 9	Class 9	Class 9	Class 9	Class 9	Class 9	Class 9
Packing Group	PG III	PG III	PG III	PG III	PG III	PG III	PG III

Fire Fighting means	Water Spray	Plenty of water	Plenty of water	Water [Fog stream and flooding for large fires]	Water to cool containers	Flood with water	Flood with water
	ABC CO ₂	Do not use Dry chemical, CO ₂ or halogentaed extinguishing agents	Do not use ABC or nitrogen based extinguishing agents	Do not use Dry chemical, CO ₂ or halogentaed extinguishing agents		Do not use Dry chemical, CO ₂ extinguishing agents	Do not use Dry chemical, CO ₂ extinguishing agents
	Chemical						

Oxidiser	Not mentioned	Yes	Not mentioned	Yes	May cause oxidisable materials to explode	Oxidiser Special Warning	Yes [Strong]
Decomposition	230° C	240°-250°C	240° C [First molecule of water given off at 60°C]	240°-250°C [First molecule of water given off at 50°C]	240°C	240°-250°C [First molecule of water given off at 50°C]	230°-250°C

Table 3 – Information on SDID as provided by various manufacturers

- XXI. As noted in the above table, most manufacturers documented their product to be an oxidiser and recommended that the suitable firefighting means for SDID was to flood with plenty of water, and not to use dry chemicals, CO₂, or halogenated extinguishing agents. This recommendation is similar to that stated in the MSDS for Class 5.1 cargo.
- XXII. SDID is extremely corrosive, causes severe eyes and skin burns, and if inhaled would cause irritation to the respiratory tract. If in contact with combustible material, it may cause a fire. While it has a negligible fire hazard, it may undergo self-sustaining decomposition with the evolution of heat and dense toxic gases.
- XXIII. SDID is required to be stored in a dry place, not to be exposed to temperatures exceeding 50°C and not to be stored in metal or wooden containers or drums for storage.
- XXIV. According to the Fire Forensic Expert, “...citing a single container incident containing chlorinated isocyanurates”, SDID is known to spontaneously decompose and explode due to ingress of moisture. Plumes of white smoke have known to be emitted as a result. It is also

⁴⁹ IMDG Code Dangerous Goods list states that Dichloroisocyanuric acid is to be classed as Class 5.1 and bears the UN no.2465. IMDG Code further states under Special Provisions (SP) 135 that SDID (the dehydrated salt) does not meet the criteria for inclusion in Class 5.1 and is not subject to the provisions of this Code unless meeting the criteria for inclusion in another class or division. According to the Fire Forensic Expert, this exemption (referring to SP 135) likely dates back to a decision made by the UN DG Advisory Council, in 1980, and that the common industry approach appears to be that SDID is carried under UN no.3077, Environmentally Hazardous Substance, Solid, N.O.S., as part of Class 9 of the IMDG Code, Miscellaneous Dangerous Substances and Articles.

noted that such materials in bulk can have a different (lower) decomposition temperature⁵⁰ as compared to the same material tested under laboratory conditions.

XXV. The investigation team notes that there is no specific guidance for the industry for the carriage of SDID.

2.5 FIREFIGHTING EFFORTS AND RELATED ISSUES

- i. Faced with not knowing the cause and source of the smoke (emanating from gaps between hatch cover panels as well as the open natural ventilator flaps), the Master's decision in releasing the CO₂ into the cargo hold i.e., to err on the side of caution was understandable. Unfortunately, the injection of CO₂ into a cargo hold containing oxidising substances (Class 9) and which was partially unsealed (open natural ventilator flaps on the port side) had little effect.
- ii. The investigation team noted that the dangerous goods were classed, in the IMDG Code, based on the primary hazard and not secondary hazard. The 24 containers inside no.3 cargo hold carrying SDID, though exempted to be classed as Class 5.1 (under SP 135), were classed as Class 9 and contained a secondary hazard of chemical decomposition/ instability which was not recognised in the current provisions of the IMDG Code.
- iii. Even if the SDID was declared as Class 5.1, for it to have been tackled by the crew appropriately, i.e., flooding the cargo hold with water, there were practical challenges to do so. Firefighting response for an oxidised substance requires the use of abundant water, as recommended in the EmS, which under the current statutory requirements, could only be met by cutting out holes in the hatch cover for inserting the fire hoses. This response would, however, require additional tools and time to carry out (especially in the hours of darkness), as well as putting the crew at risk of being in the vicinity, which would have been contrary to the recommendation contained in the EmS of moving people away to a safe place when dealing with SDID.
- iv. It is also noted that the MWM was relatively heavy equipment (weighing 13kg) to be carried from the storage cabinet (located on the upper deck) for it to be rigged. The extreme heat, toxic smoke, rapid deterioration of the situation and practical difficulties to do so could be possible contributing factors for its non-usage during the occurrence.
- v. The crew exposed to the smoke and heat showed courage and endurance to perform boundary cooling and to shoot copious amount of water jets from the lower decks and the bridge wing towards no.3 cargo hold, to try and minimise the effects of heat and smoke.
- vi. Notwithstanding the efforts by the crew, the investigation team is aware that there are no statutory requirements for cargo holds to be fitted with appropriate fixed waterflooding systems.

⁵⁰ Typical MSDS from SDID manufacturers list decomposition temperatures ranging from 230 to 252 °C, indicating that the substance is susceptible to decomposition at elevated temperatures in this range, with the evolution of gases (including chlorine) and heat. Decomposition can also be initiated when the substance is heated or moistened or if it stored in the presence.

- vii. The investigation team noted that the current cargo screening process in the industry does not ensure that declarations given by shippers, match the description of the cargo in the container.

From the information gathered, the following findings are made. These findings should not be read as apportioning blame or liability to any particular organisation or individual.

- viii. As most of the evidence were destroyed by fire, it is not possible to conclusively determine the cause of the fire. However, as chlorine-smell smoke was noticed at the onset of the event, it is possible that one or more containers in no.3 cargo hold containing SDID were compromised by self-decomposition⁵¹ of the SDID. The block stowage of the SDID constituted one of the physical conditions present which may have influenced the progression and intensity of the fire.
- ix. The actual temperature at which exothermic decomposition is initiated is much lower than the values typically declared by the shipper, and the presence of free water and/ or stowage of the SDID in large packages or consignments leads to further substantial depression of the onset temperature. Exposure of SDID consignments to elevated ambient temperatures during transit is a recognised factor that may influence the rate of exothermic decomposition, depending on carriage conditions.
- x. Given the susceptibility of SDID to exothermic decomposition in the presence of free water or impurities, serious consideration must be given to the prospect that the decomposition could be initiated as a direct result of the inherent properties of the cargo itself.
- xi. The special provisions (SP135) within the IMDG Code allows for the classification and carriage of SDID under Class 9 (UN no.3077), thus not recognising the potential thermal instability of this material, possibly because of legacy carriage requirements recognised nearly 40 years prior. As a result, despite these secondary hazards, SDID was stowed under-deck where the main fixed firefighting means in this area was CO₂, which is ineffective to tackle fires associated with such materials.
- xii. Firefighting response for SDID, an oxidiser, required the use of abundant water, which could not have been achieved promptly, given the existing statutory requirements for firefighting measures for container fires under-deck.

⁵¹ Exothermic chemical decomposition of a cargo that liberated huge quantities of heat and gas, that gas almost certainly being pure chlorine or chlorine based. Source – the Fire Forensic Expert.