


|  |                    |  |  |  |                    |
|--|--------------------|--|--|--|--------------------|
| <b>Shipper</b><br>AGRONEGOCIOS LA GRAMA S.A.C.<br>AV. GENERAL TRINIDAD MORAN 1111<br>LIMA 15073 - PERU<br>RUC: 20513328495<br>FDA:19004426368  |                    | <b>Country of Origin</b><br>Peru   |  | <b>Bill of Lading No.</b><br>ULGO23PE39843   |                    |
|  |                    | <b>Booking No.</b><br>65560349-39843   |  | <b>Shipper's Ref.</b>  |                    |
|  |                    | <b>F/Agent Name &amp; Ref SCAC:</b> ULGO   |  |  |                    |
| <b>Consignee</b><br>HEATH AND LEJEUNE, INC<br>1417 S. EASTMAN AVE<br>COMMERCE, CA 90023 USA<br>Tel: 213 703 0079<br>Fax: 213 614 1909  |                    | <b>Carrier</b><br><br>CARGO & LOGISTICS SOLUTIONS®<br>UCC LOGISTICS GROUP (UCCL) SA.<br>c/o Sucre Arias Reyes<br>P.O. Box 0816-01832<br>Edificio Sucre Arias & Reyes<br>Av. Ricardo Arango y Calle 61, Obarrio<br>Panama, Panama |  |  |                    |
| <b>Notify Party</b><br>FLEGENHEIMER INTERNATIONAL INC.<br>227 W. GRAND AVE EL SEGUNDO, CA 90245<br>Tel: (310) 322-4366<br>Fax: (310) 322-1654<br>CTC: MAGGIE PETERSEN  |                    |  |  |  |                    |
| <b>Full address of Place of Receipt</b>  |                    | <b>Intended Port of Loading</b><br>Callao (PECLL)  |  | <b>Intended Port of Transshipment (if applicable)</b>                                  |                    |
| <b>Intended Vessel</b><br>MSC LA SPEZIA / FA320R   |                    | <b>Intended Port of Discharge</b><br>Los Angeles (USLAX)   |  | <b>Intended Transshipments Vessel (if applicable)</b>                                  |                    |
|  |                    | <b>Full address of Place of Delivery</b>   |  | <b>No. of Original Bills of Lading</b>   |                    |
| <b>Marks and Numbers</b>   | <b>No. of Pkgs</b> | <b>Description of Goods &amp; Pkgs.</b>  |  | <b>Gross Weight</b>  | <b>Measurement</b> |
| HLBU9084943<br>SEAL NUMBERS:<br>SEAL: 003PL028505<br>SEAL: HLG2636543<br>MARKS & NOS: LA GRAMA<br>TYPE: 40 RH  | 1440 / BOXES       | 1440 BOXES<br>FRESH ORGANIC GINGER<br>JENGIBRE FRESCO<br>HS CODE: 0910.11<br>THERMOGRAPH:<br>180322000002895<br>CU 806167<br>LOT: F10<br>Ref. E0511-22<br>FREIGHT COLLECT<br><br>Temperature: 11.5° C°, 52.7 F°<br>Ventilation: 10.0 CBM/hr, 353.15 CFT/hr   |  | 22,120.000 KG<br>48,766.252 LBS  |                    |
|  | 1440               |  |  | 22,120.000 KG<br>48,766.252 LBS  |                    |
|  |                    | Shipper's load, stow, count, and weight & seal   |  |  |                    |
| <b>Special Clauses / -</b>   |                    | Excess Value Declaration: Refer to Clause 6 (3) (B) + (C) on reverse side  |  |  |                    |
| <b>FREIGHT CHARGES</b>   | <b>PREPAID</b>     | <b>COLLECT</b>   |  | <b>Place and date of issue</b><br>SAILED ON BOARD: 05/31/23                            |                    |
|  |                    |  |  |  |                    |
| RECEIVED by the Carrier the Goods as specified above in apparent good order and condition, unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding. The particulars given above are as stated by the shipper and the weight, measure, quantity, condition, contents and value of the goods are unknown to the carrier. In In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above. the same being accomplished. the other(s), if any, to be void. One (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order. |                    |  |  | SIGNED on behalf of the Carrier UCC LOGISTICS GROUP (UCCL) S.A.<br><br>by Karla Obando |                    |

## DEFINITIONS

**"Carriage"** means the whole or any part of the operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods covered by this bill of lading including but not limited to the loading, transport, unloading, storage, warehousing and handling of the goods.

**"Carrier"** means UCC LOGISTICS GROUP (UCC) S.A. on whose behalf this bill of lading has been signed.

**"Charges"** includes freight, demurrage and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.

**"COGSA"** means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1924.

**"Combined Transport"** arises where an address (and just its name of a Port) is indicated as the Place of Receipt and/or the Place of Delivery on the face of this bill of lading in the relevant spaces.

**"Consignee"** means the party named as Consignee on the face of this bill of lading in the relevant space.

**"Consolidation"** includes stuffing, packing, loading or securing of Goods on or within Containers and Consolidate shall be construed accordingly.

**"Container"** includes any container but not limited to open top containers, trailer, transportable tank, platform, lift van, flat, pallet or any similar article of transport used to consolidate goods and any ancillary equipment.

**"Goods"** means the whole or any part of the cargo received by the Carrier from the Shipper and includes any packing and any equipment of Container not supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier).

**"Hague Rules"** means the provisions of the International Convention for Unification of certain Rules relating to bills of lading signed at Brussels on 23rd August 1924.

**"Hague-Visby Rules"** means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968. (It is expressly provided that nothing in this bill of lading shall be construed as contractually applying the Hague-Visby Rules).

**"Holder"** means any Person or the time being in lawful possession of, or lawfully entitled to possession of, this bill of lading to or in whom rights of suit and/or liability under this bill of lading have been lawfully transferred or vested.

**"Indemnity"** includes defence, indemnity and hold harmless, including in respect of legal fees and costs, whether or not the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the Carrier, his servants, agents or Sub-Contractors.

**"Merchant"** includes the Shipper, the Consignee, the receiver of the Goods, the Holder of this bill of lading, any Person owning or contractually entitled to the possession of the Goods or this bill of lading, any Person acting on behalf of any of the above mentioned Persons.

**"Package"** where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated in the bill of lading as packages in such Container and entered in the box on the face hereof entitled Total number of Containers or Packages received by the Carrier are each deemed a Package.

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

**"Port to Port Shipment"** arises if the Carriage is not Combined Transport.

**"Sub-Contractor"** includes, but is not limited to, owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or quayside operators, road, rail and air transport operators, warehousemen, longshoremen, customs inspection stations, port authorities, pilots and any independent contractor employed by the Carrier in performance of the Carriage and any direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.

**"Terminal Operators"** means any persons who provide port storage or handling services.

**"Terms and Conditions"** means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties herein.

**"Vessel"** means any waterborne craft used in the Carriage under this bill of lading including but not limited to a feeder vessel or ocean vessel.

(B) Where the stage of Carriage where the loss or damage occurred can be proved by the Merchant:

(1) The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country, which provides the applicable law.

(A) Cannot be departed from by private contract to the detriment of the Merchant, and

(B) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had interposed as evidence a copy of such contract document which must be issued in order to make such international convention or national law applicable.

(2) Where 6(2)(B)(1) above does not apply, any liability of the Carrier shall be determined by 6(1) if the loss or damage occurred during a sea leg or by 6(2)(A) in all other cases.

(3) GENERAL PROVISIONS  
(A) Compensation.

Subject to the Carrier's right to limit liability as provided for below this bill of lading, the Carrier's liability shall be calculated by reference to the FOB/CFA invoice value plus freight and insurance if paid. If there is no such invoice value, the value of the Goods shall be determined according to the value of the Goods at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered.

(B) Package or Shipping Unit Limitation

(i) Where the Hague Rules, Hague-Visby Rules, COGSA or any other rules apply under this Bill of Lading by national law or pursuant to Clause 6(2)(B)(1) the Carrier's liability shall in no event exceed the amounts provided in the applicable national law or the law of the country of origin.

(ii) If only the Hague Rules Articles 1-8 (excluding Article 3, Rule 8) apply pursuant to Clause 6(1)(A), Clause 6(1)(B) or Clause 6(2)(B)(2) then the Carrier's maximum liability shall in no event exceed US\$500 per package or unit.

(iii) Where Cargo includes or comprises, from or through a port in the United States of America and COGSA applies pursuant to Clause 6(1)(A) or 6(2)(B)(1) neither the Carrier nor the Vessel shall in any event be liable for any loss or damage to or in connection with the Carriage of the Goods in an amount exceeding US\$500 per Package or customary freight unit.

(iv) In all other cases compensation shall be limited to the limit of liability of US\$200 per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arises.

(v) Ad Valorem: Declared Value of Package or Shipping Unit The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this bill of lading in the space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability shall be limited to the declared value.

(vi) If any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(vii) Consequence of delay or damage incurred during the Carriage relating to anti-terrorism measures. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

(E) Notice of Loss or Damage

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(F) Time-bar

The Carrier shall be discharged of all liability whatsoever in respect of the Goods unless suit is brought in the proper forum and written notice thereof received by the Carrier: (i) within nine months in respect of Combined Transport or (ii) within 12 months in respect of Port to Port Shipment after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

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(h) permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked;

(i) permit the Vessel to carry livestock, Goods of all kinds, dangerous or otherwise contraband, explosives, munitions or warlike stores and sail armed or unarmed.

(j) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the Goods, bunkering, unloading repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

12 DECK CARGO AND LIVESTOCK

(1) Goods of any description whether containerized or not may be stowed on or under deck without notice to the Merchant unless on the front of this bill of lading it is specifically stipulated the Containers or Goods will be carried under deck and such stowage shall not be a deviation of whatsoever nature or degree. If carried on deck, the Carrier shall not be required to note, mark or stamp the bill of lading carried on deck, the Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such deck carriage. Subject to Clause 13(K) below, such Goods whether carried on deck or under deck shall participate

in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such rules COGSA or the Hague-Visby Rules compulsorily applicable to this bill of lading.

(2) Goods (not being Goods stowed in or on Containers other than open flats or pallets) which are stated on the front of this bill of lading to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

13 DELIVERY OF THE GOODS

(1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whatsoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may:

(A) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall cease;

(B) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(C) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(D) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(E) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(F) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(G) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(H) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(I) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(J) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(K) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(L) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(M) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(N) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(O) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(P) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(Q) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(R) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(S) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(T) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(U) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(V) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(W) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(X) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(Y) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(Z) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(AA) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(AB) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(AC) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(AD) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant; and

(AE) if any expense is incurred by the Carrier in respect of such Goods, the Carrier shall be entitled to recover such expense from the Merchant;