


Dear customer, please note that changes to payment terms or prepaid payer after an invoice has been made available is subject to a payer amendment fee. Export demurrage & detention, if incurred will follow payer of origin charges, in case country exception or standing instruction is not available. To create, view or modify your standing instructions for payer, please click - <https://www.sealandmaersk.com/payer-standing-instructions/>

		<b>NON-NEGOTIABLE WAYBILL</b>		SCAC SEAU
				B/L No. 912677729
Shipper WESTFALIA FRUIT PERU SAC RUC 20600876491 AV. ALFREDO BENAVIDES NRO. 768 INT. P6. MIRAFLORES - LIMA TEL.: +51 1 243 7840 / FAX: +51 1 243 7840 CONTACT: GLORIA FIGUEROA FIGUEROA CORREO: gloria.figueroa@westfaliafruit.com		Booking No. 912677729		Export references Svc Contract 297802294
Consignee DAVID OPPENHEIMER CO. 200 CONTINENTAL DRIVE SUITE 301 NEWARK, DE 19713 - PHONE: 302- 533-0779 FAX: 302-368-6013 ATTN: OPERATIONS DEPARTMENT ECOPS@OPPY.COM		This contract is subject to the terms and conditions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Sealand Americas Bill of Lading (available from the carrier, its agents and at <a href="https://terms.sealandmaersk.com/americas/carriage">https://terms.sealandmaersk.com/americas/carriage</a> ), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorised agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the Carrier's negligence.		
Notify Party (see clause 22) J&K Fresh East 399 Market Street, Suite 220 Philadelphia, PA 19106 CTC: Bill Fagan TEL: 610-994-5060 MAIL: docs@jkgresheat.com		Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)		
Vessel SAFMARINE MAKUTU	Voyage No. 126N	Place of Receipt. Applicable only when document used as Multimodal Waybill		
Port of Loading Callao	Port of Discharge Philadelphia	Place of Delivery. Applicable only when document used as Multimodal Transport B/L (see clause 1)		

**PARTICULARS FURNISHED BY SHIPPER**

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No.	Weight	Measurement
1 Container Said to Contain 1528 BOXES  1528 BOXES WITH FRESH MANDARIN VARIETY W.MURCOTT (1528 CAJAS CON MANDARINA FRESCA VARIEDAD W.MURCOTT)  HS CODE: 0805.29.90.00 TEMPERATURE: 0 C COLD TREATMENT FREIGHT COLLECT  MNBU4078438 ML-PE0521471 40 REEF 9'6 1528 BOXES 24850.000 KGS Temperature: 0.0 C Customs Seal : 003PL018710 Veterinarian Seal : 221749 SHIPPERS LOAD, STOW, WEIGHT AND COUNT All the local charges occurring at Peru and to be paid by the merchants are duly identified in the BL.	24850.000 KGS	

Below freight details will not be part of Original Bill of Lading unless requested by customer  
 Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

Freight & Charges		Rate	Unit	Currency	Prepaid	Collect
Bunker Adjustment Factor		741.00	Per Container	USD		741.00
Basic Ocean Freight		3710.00	Per Container	USD		3710.00
Cold Treatment Service		1000.00	Per Container	USD		1000.00
USDA Inspection Charge		237.00	Per Container	USD		237.00
Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit		
Bunker Adjustment Factor	Collect					
Basic Ocean Freight	Collect					
Cold Treatment Service	Collect					
Carrier's Receipt. Total number of containers or packages received by Carrier.	Place of Issue of Waybill	Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"				
1 container	Lima, Perú					
Shipped on Board Date ( Local Time )	Date Issue of Waybill					
Declared Value Charges (see clause 7.3 of the Sealand Americas Bill of Lading) for Declared Value of US\$						
Forwarder		Signed by the Carrier Maersk A/S trading as Sealand Americas				
This transport document has one or more numbered pages		As Agent(s)				

Did you know – you can protect your cargo using Value Protect across sea and land? For more details, feel free to visit <https://www.sealandmaersk.com/solutions/supply-chain-services/value-protect> or contact us at <https://www.sealandmaersk.com/help/cm/#/createcase>

These local charges are published on the website <https://www.sealandmaersk.com/local-information/americas/peru> together with a detailed description. Merchants acknowledge and accept these local charges when contracting our services, other charges might be applicable.  
 "Goods carried under this transport document are subject to cold treatment for which a fee is being charged. For such Goods, Carrier undertakes to exercise due diligence to provide properly approved containers and temperature measuring and recording devices. Carrier reserves the right to retain the Goods inside the Container:  
 (i) at origin; if between the time the container has been closed by the Merchant and 24 hours prior to the loading on the first vessel the temperature of the Goods has increased or is still out of the agreed protocol; and/or  
 (ii) at destination; if at the time of arrival at the port of destination, the sterilization period is due to be completed within a maximum of four days.

Carrier reserves the right to re-start the cold treatment protocol during carriage at its discretion when there is sufficient time to finalize the protocol within a maximum of four days after the arrival of the last vessel, according to the transport plan, to the port of destination.

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
USD			USD		5688.00
Charges Name USDA Inspection Charge	Prepaid/Collect Collect	Invoice Party	Customer Code	Collection Business Unit	

Carrier reserves the right to change the set temperature in the Container to ensure the timely completion of the cold treatment protocol.

If the Carrier is not able to complete cold treatment of the Goods in accordance with the above, the Merchants remedy (to the exclusion of any other) is, that:

- (i) if the Merchant choses to complete cold treatment after delivery of the Goods by the Carrier; the Carrier will waive any detention, demurrage and/or storage costs for up to five (5) days; or
- (ii) if the Merchant decides to divert the Goods to a new destination where cold treatment is not required; (a) the Carrier will waive the change of destination charge and freight to such new destination; and (b) the Carrier will compensate the Merchant for the difference in value of the Goods at the original destination and the destination chosen under this item (ii) (values to be determined with reference to relevant source for sound market value of the particular commodity as determined at the discretion of the Carrier).

Merchant agrees to hold harmless and indemnify Carrier for any and all consequences arising from or out of Goods being carried at an agreed temperature lower than the optimal carriage temperature for the goods."  
Freight Collect.

Freight & Charges		Rate	Unit	Currency	Prepaid	Collect
Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit		

CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit	