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| Shipper<br>WESTFALIA FRUIT PERU SAC<br>RUC 20600876491<br>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.<br>912741293  |
| Consignee<br>DAVID OPPENHEIMER CO. (WC)<br>1071 E. 233RD STREET, SUITE #2<br>CARSON CA, 90745-6206 - USA<br>Attn: Mr. Neil Earnshaw<br>PHONE: 310-834-1663 / 310-952-4980<br>MAIL: wcops@oppy.com   |  | Export references<br>Svc Contract<br>297802294  |
| Notify Party (see clause 22)<br>J&K FRESH LLC<br>2101 EL SEGUNDO BLVD, SUITE 203 EL SEGUNDO , CA 90245<br>ATTN: ROBERT LEE PHONE: 310-419-8770- FAX: 310-419-8791/8790 EMAIL: WCOPS@OPPY.COM ROBERT@JKFRESH.COM; OPPYDOCS@JKFRESH.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.<br>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. |
| Vessel<br>MINSTREL  |  | Voyage No.<br>130N  |
| Port of Loading<br>Callao   |  | Port of Discharge<br>Port Hueneme   |
| Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)   |  |   |
| Place of Receipt. Applicable only when document used as Multimodal Waybill  |  |   |
| 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 1456 BOXES<br><br>1456 BOXES WITH FRESH MANDARIN VARIETY W.MURCOTT (1456 CAJAS CON MANDARINA FRESCA VARIEDAD W.MURCOTT)<br><br>HS CODE: 0805.29.90.00<br>TEMPERATURE: 0 C<br>COLD TREATMENT<br>FREIGHT COLLECT<br><br>MNBU3734125 ML-PE0521848 40 REEF 9'6 1456 BOXES 24880.000 KGS<br>Temperature: 0.0 C<br>Customs Seal : 003PL018784<br>Veterinarian Seal : 220144<br>SHIPPERS LOAD, STOW, WEIGHT AND COUNT<br>All the local charges occurring at Peru and to be paid by the merchants are duly identified in the BL. | 24880.000 KGS |             |
| 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      | 3910.00 | Per Container | USD      |         | 3910.00 |
| Cold Treatment Service   | 1000.00 | Per Container | USD      |         | 1000.00 |
| Peak Season Surcharge    | 1000.00 | Per Container | USD      |         | 1000.00 |
| USDA Inspection Charge   | 237.00  | Per Container | USD      |         | 237.00  |
| USD                      |         |               | USD      |         | 6888.00 |

|   |                                     |  |
|---|-------------------------------------|--|
| Carrier's Receipt. Total number of containers or packages received by Carrier.<br>1 container             | Place of Issue of Waybill<br>Miami  | 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" |
| Shipped on Board Date ( Local Time )<br>2021-07-28  | Date Issue of Waybill<br>2021-07-29 |  |
| 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   |



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.

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

| Freight & Charges | Rate | Unit | Currency | Prepaid | Collect |
|-------------------|------|------|----------|---------|---------|
|                   |      |      |          |         |         |

optimal carriage temperature for the goods."  
Freight Collect.  
CY/CY

| Freight & Charges | Rate | Unit | Currency | Prepaid | Collect |
|-------------------|------|------|----------|---------|---------|
|                   |      |      |          |         |         |

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| Shipper<br>WESTFALIA FRUIT PERU SAC<br>RUC 20600876491<br>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.<br>912741293  |  |
| Consignee<br>DAVID OPPENHEIMER CO. (WC)<br>1071 E. 233RD STREET, SUITE #2<br>CARSON CA, 90745-6206 - USA<br>Attn: Mr. Neil Earnshaw<br>PHONE: 310-834-1663 / 310-952-4980<br>MAIL: wcops@oppy.com   |  | Export references<br>Svc Contract<br>297802294  |  |
| Notify Party (see clause 22)<br>J&K FRESH LLC<br>2101 EL SEGUNDO BLVD, SUITE 203 EL SEGUNDO , CA 90245<br>ATTN: ROBERT LEE PHONE: 310-419-8770- FAX: 310-419-8791/8790 EMAIL: WCOPS@OPPY.COM ROBERT@JKFRESH.COM; OPPYDOCS@JKFRESH.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.<br>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. |  |
| Vessel<br>MINSTREL  |  | Voyage No.<br>130N  |  |
| Port of Loading<br>Callao   |  | Port of Discharge<br>Port Hueneme   |  |
|   |  | Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)   |  |
|   |  | Place of Receipt. Applicable only when document used as Multimodal Waybill  |  |
|   |  | 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.<br><br>1 Container Said to Contain 1456 BOXES<br><br>1456 BOXES WITH FRESH MANDARIN VARIETY W.MURCOTT (1456 CAJAS CON MANDARINA FRESCA VARIEDAD W.MURCOTT)<br><br>HS CODE: 0805.29.90.00<br>TEMPERATURE: 0 C<br>COLD TREATMENT<br>FREIGHT COLLECT<br><br>MNB03734125 ML-PE0521848 40 REEF 9'6 1456 BOXES 24880.000 KGS<br>Temperature: 0.0 C<br>Customs Seal : 003PL018784<br>Veterinarian Seal : 220144<br>SHIPPERS LOAD, STOW, WEIGHT AND COUNT<br>All the local charges occurring at Peru and to be paid by the merchants are duly identified in the BL. | Weight<br>24880.000 KGS | Measurement |
|---|-------------------------|-------------|

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      | 3910.00 | Per Container | USD      |         | 3910.00 |
| Cold Treatment Service   | 1000.00 | Per Container | USD      |         | 1000.00 |
| Peak Season Surcharge    | 1000.00 | Per Container | USD      |         | 1000.00 |
| USDA Inspection Charge   | 237.00  | Per Container | USD      |         | 237.00  |
| USD                      |         |               | USD      |         | 6888.00 |

|   |                                     |  |
|---|-------------------------------------|--|
| Carrier's Receipt. Total number of containers or packages received by Carrier.<br>1 container             | Place of Issue of Waybill<br>Miami  | 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" |
| Shipped on Board Date ( Local Time )<br>2021-07-28  | Date Issue of Waybill<br>2021-07-29 |  |
| 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   |

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.

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 & Charges | Rate | Unit | Currency | Prepaid | Collect |
|-------------------|------|------|----------|---------|---------|
|                   |      |      |          |         |         |

Freight Collect.  
CY/CY


| Freight & Charges | Rate | Unit | Currency | Prepaid | Collect |
|-------------------|------|------|----------|---------|---------|
|                   |      |      |          |         |         |

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|---|--|---|--|--|
|   |  | <b>NON-NEGOTIABLE WAYBILL</b>   |  | SCAC SEAU  |
|   |  |   |  | B/L No. 912741293  |
| Shipper<br>WESTFALIA FRUIT PERU SAC<br>RUC 20600876491<br>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.<br>912741293  |  | Svc Contract<br>297802294  |
| Consignee<br>DAVID OPPENHEIMER CO. (WC)<br>1071 E. 233RD STREET, SUITE #2<br>CARSON CA, 90745-6206 - USA<br>Attn: Mr. Neil Earnshaw<br>PHONE: 310-834-1663 / 310-952-4980<br>MAIL: wcops@oppy.com   |  | Export references   |  |  |
| Notify Party (see clause 22)<br>J&K FRESH LLC<br>2101 EL SEGUNDO BLVD, SUITE 203 EL SEGUNDO , CA 90245<br>ATTN: ROBERT LEE PHONE: 310-419-8770- FAX: 310-419-8791/8790 EMAIL: WCOPS@OPPY.COM ROBERT@JKFRESH.COM; OPPYDOCS@JKFRESH.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.<br>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. |  |  |
| Vessel<br>MINSTREL  |  | Voyage No.<br>130N  |  | Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)  |
| Port of Loading<br>Callao   |  | Port of Discharge<br>Port Hueneme   |  | Place of Receipt. Applicable only when document used as Multimodal Waybill<br><br>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.<br><br>1 Container Said to Contain 1456 BOXES<br><br>1456 BOXES WITH FRESH MANDARIN VARIETY W.MURCOTT (1456 CAJAS CON MANDARINA FRESCA VARIEDAD W.MURCOTT)<br><br>HS CODE: 0805.29.90.00<br>TEMPERATURE: 0 C<br>COLD TREATMENT<br>FREIGHT COLLECT<br><br>MNB3734125 ML-PE0521848 40 REEF 9'6 1456 BOXES 24880.000 KGS<br>Temperature: 0.0 C<br>Customs Seal : 003PL018784<br>Veterinarian Seal : 220144<br>SHIPPERS LOAD, STOW, WEIGHT AND COUNT<br>All the local charges occurring at Peru and to be paid by the merchants are duly identified in the BL. | Weight<br>24880.000 KGS | Measurement |
|--|-------------------------|-------------|

Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

|  |      |  |          |  |         |
|--|------|--|----------|--|---------|
| Freight & Charges  | Rate | Unit                                       | Currency | Prepaid  | Collect |
| Carrier's Receipt. Total number of containers or packages received by Carrier.<br><b>1 container</b>   |      | Place of Issue of Waybill<br><b>Miami</b>  |          | 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" |         |
| Shipped on Board Date ( Local Time )<br><b>2021-07-28</b>  |      | Date Issue of Waybill<br><b>2021-07-29</b> |          |  |         |
| 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<br><br> |      |  |          |  |         |
| This transport document has one or more numbered pages   |      |  |          |  |         |
| United States branch   |      |  |          |  |         |

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 "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.

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 & Charges | Rate | Unit | Currency | Prepaid | Collect |
|-------------------|------|------|----------|---------|---------|
|                   |      |      |          |         |         |

Freight Collect.  
CY/CY

| Freight & Charges | Rate | Unit | Currency | Prepaid | Collect |
|-------------------|------|------|----------|---------|---------|
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| Shipper<br>WESTFALIA FRUIT PERU SAC<br>RUC 20600876491<br>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.<br>912741293  |
| Consignee<br>DAVID OPPENHEIMER CO. (WC)<br>1071 E. 233RD STREET, SUITE #2<br>CARSON CA, 90745-6206 - USA<br>Attn: Mr. Neil Earnshaw<br>PHONE: 310-834-1663 / 310-952-4980<br>MAIL: wcops@oppy.com   |  | Export references<br>Svc Contract<br>297802294  |
| Notify Party (see clause 22)<br>J&K FRESH LLC<br>2101 EL SEGUNDO BLVD, SUITE 203 EL SEGUNDO , CA 90245<br>ATTN: ROBERT LEE PHONE: 310-419-8770- FAX: 310-419-8791/8790 EMAIL: WCOPS@OPPY.COM ROBERT@JKFRESH.COM; OPPYDOCS@JKFRESH.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.<br>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. |
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| 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 1456 BOXES<br><br>1456 BOXES WITH FRESH MANDARIN VARIETY W.MURCOTT (1456 CAJAS CON MANDARINA FRESCA VARIEDAD W.MURCOTT)<br><br>HS CODE: 0805.29.90.00<br>TEMPERATURE: 0 C<br>COLD TREATMENT<br>FREIGHT COLLECT<br><br>MNB03734125 ML-PE0521848 40 REEF 9'6 1456 BOXES 24880.000 KGS<br>Temperature: 0.0 C<br>Customs Seal : 003PL018784<br>Veterinarian Seal : 220144<br>SHIPPERS LOAD, STOW, WEIGHT AND COUNT<br>All the local charges occurring at Peru and to be paid by the merchants are duly identified in the BL. | 24880.000 KGS |             |

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      | 3910.00 | Per Container | USD      |         | 3910.00 |
| Cold Treatment Service   | 1000.00 | Per Container | USD      |         | 1000.00 |
| Peak Season Surcharge    | 1000.00 | Per Container | USD      |         | 1000.00 |
| USDA Inspection Charge   | 237.00  | Per Container | USD      |         | 237.00  |
| USD                      |         |               | USD      |         | 6888.00 |

|   |                                     |  |
|---|-------------------------------------|--|
| Carrier's Receipt. Total number of containers or packages received by Carrier.<br>1 container             | Place of Issue of Waybill<br>Miami  | 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" |
| Shipped on Board Date ( Local Time )<br>2021-07-28  | Date Issue of Waybill<br>2021-07-29 |  |
| 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   |

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 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.

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

| Freight & Charges | Rate | Unit | Currency | Prepaid | Collect |
|-------------------|------|------|----------|---------|---------|
|                   |      |      |          |         |         |

optimal carriage temperature for the goods."  
Freight Collect.  
CY/CY

| Freight & Charges | Rate | Unit | Currency | Prepaid | Collect |
|-------------------|------|------|----------|---------|---------|
|                   |      |      |          |         |         |

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. 912741293         |
| Shipper<br>WESTFALIA FRUIT PERU SAC<br>RUC 20600876491<br>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.<br>912741293   |  | Svc Contract<br>297802294 |
| Consignee<br>DAVID OPPENHEIMER CO. (WC)<br>1071 E. 233RD STREET, SUITE #2<br>CARSON CA, 90745-6206 - USA<br>Attn: Mr. Neil Earnshaw<br>PHONE: 310-834-1663 / 310-952-4980<br>MAIL: wcops@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)<br>J&K FRESH LLC<br>2101 EL SEGUNDO BLVD, SUITE 203 EL SEGUNDO, CA 90245<br>ATTN: ROBERT LEE PHONE: 310-419-8770- FAX: 310-419-8791/8790 EMAIL: WCOPS@OPPY.COM ROBERT@JKFRESH.COM; OPPYDOCS@JKFRESH.COM        |                                   | Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)  |  |                           |
| Vessel<br>MINSTREL  | Voyage No.<br>130N                | Place of Receipt. Applicable only when document used as Multimodal Waybill   |  |                           |
| Port of Loading<br>Callao   | Port of Discharge<br>Port Hueneme | 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.<br><br>1 Container Said to Contain 1456 BOXES<br><br>1456 BOXES WITH FRESH MANDARIN VARIETY W.MURCOTT (1456 CAJAS CON MANDARINA FRESCA VARIEDAD W.MURCOTT)<br><br>HS CODE: 0805.29.90.00<br>TEMPERATURE: 0 C<br>COLD TREATMENT<br>FREIGHT COLLECT<br><br>MNBU3734125 ML-PE0521848 40 REEF 9'6 1456 BOXES 24880.000 KGS<br>Temperature: 0.0 C<br>Customs Seal : 003PL018784<br>Veterinarian Seal : 220144<br>SHIPPERS LOAD, STOW, WEIGHT AND COUNT<br>All the local charges occurring at Peru and to be paid by the merchants are duly identified in the BL. | Weight<br>24880.000 KGS | Measurement |
|---|-------------------------|-------------|

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<br>Bunker Adjustment Factor<br>Basic Ocean Freight<br>Cold Treatment Service<br>Peak Season Surcharge |  | Rate<br>741.00<br>3910.00<br>1000.00<br>1000.00  | Unit<br>Per Container<br>Per Container<br>Per Container<br>Per Container | Currency<br>USD<br>USD<br>USD<br>USD | Prepaid<br>Collect | Collect<br>741.00<br>3910.00<br>1000.00<br>1000.00 |
| Charges Name<br>Bunker Adjustment Factor<br>Basic Ocean Freight<br>Cold Treatment Service                               | Prepaid/Collect<br>Collect<br>Collect<br>Collect | Invoice Party  | Customer Code  | Collection Business Unit             |                    |  |
| Carrier's Receipt. Total number of containers or packages received by Carrier.<br>1 container                           | Place of Issue of Waybill<br>Miami               | 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" |  |                                      |                    |  |
| Shipped on Board Date ( Local Time )<br>2021-07-28  | Date Issue of Waybill<br>2021-07-29              | 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  |  |  |  |                                      |                    |  |
| United States branch  |  |  |  |                                      |                    |  |

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 |
|---|--------------------|---------------|---------------|--------------------------|---------|---------|
| USDA Inspection Charge                          |                    | 237.00        | Per Container | USD                      |         | 237.00  |
| USD   |                    |               |               | USD                      |         | 6888.00 |
| Charges Name                                    | Prepaid/Collect    | Invoice Party | Customer Code | Collection Business Unit |         |         |
| Peak Season Surcharge<br>USDA Inspection Charge | Collect<br>Collect |               |               |                          |         |         |

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 chooses 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 |         |



**THIRD PARTY TRANSPORT DOCUMENT COPY**

SCAC SEAU

B/L No. 912741293

|  |  |   |
|--|--|---|
| <b>Shipper</b><br>WESTFALIA FRUIT PERU SAC<br>RUC 20600876491<br>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 |  | <b>Booking No.</b><br>912741293   |
| <b>Consignee</b><br>DAVID OPPENHEIMER CO. (WC)<br>1071 E. 233RD STREET, SUITE #2<br>CARSON CA, 90745-6206 - USA<br>Attn: Mr. Neil Earnshaw<br>PHONE: 310-834-1663 / 310-952-4980<br>MAIL: wcops@oppy.com   |  | <b>Export references</b> Svc Contract<br>297802294  |
| <b>Notify Party</b><br>J&K FRESH LLC<br>2101 EL SEGUNDO BLVD, SUITE 203 EL SEGUNDO , CA 90245<br>ATTN: ROBERT LEE PHONE: 310-419-8770- FAX: 310-419-8791/8790 EMAIL: WCOPS@OPPY.COM ROBERT@JKFRESH.COM; OPPYDOCS@JKFRESH.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.<br>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. |
| <b>Vessel</b><br>MINSTREL  |  | <b>Voyage</b><br>130N   |
| <b>Port of Loading</b><br>Callao   |  | <b>Port of Discharge</b><br>Port Hueneme  |
|  |  | Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)   |
|  |  | Place of Receipt. Applicable only when document used as Multimodal Waybill  |
|  |  | Place of Delivery. Applicable only when document used as Multimodal Waybill   |

**PARTICULARS FURNISHED BY SHIPPER**

|   |                         |             |
|---|-------------------------|-------------|
| Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No.<br><br>1 Container Said to Contain 1456 BOXES<br><br>1456 BOXES WITH FRESH MANDARIN VARIETY W.MURCOTT (1456 CAJAS CON MANDARINA FRESCA VARIEDAD W.MURCOTT)<br><br>HS CODE: 0805.29.90.00<br>TEMPERATURE: 0 C<br>COLD TREATMENT<br>FREIGHT COLLECT<br><br>MNBU3734125 ML-PE0521848 40 REEF 9'6 1456 BOXES 24880.000 KGS<br>Temperature: 0.0 C<br>Customs Seal : 003PL018784<br>Veterinarian Seal : 220144<br>SHIPPERS LOAD, STOW, WEIGHT AND COUNT<br>All the local charges occurring at Peru and to be paid by the merchants are duly identified in the BL.<br><br>These local charges are published on the website | Weight<br>24880.000 KGS | Measurement |
|---|-------------------------|-------------|

Above particulars as declared by shipper, but without responsibility of or representation by Carrier.

| Freight & Charges        | Rate    | Unit          | Currency   | Prepaid | Collect        |
|--------------------------|---------|---------------|------------|---------|----------------|
| Basic Ocean Freight      | 3910.00 | PER_CONTAINER | USD        |         | 3910.00        |
| Bunker Adjustment Factor | 741.00  | PER_CONTAINER | USD        |         | 741.00         |
| Cold Treatment Service   | 1000.00 | PER_CONTAINER | USD        |         | 1000.00        |
| Peak Season Surcharge    | 1000.00 | PER_CONTAINER | USD        |         | 1000.00        |
| USDA Inspection Charge   | 237.00  | PER_CONTAINER | USD        |         | 237.00         |
| <b>Total USD</b>         |         |               | <b>USD</b> |         | <b>6888.00</b> |

|   |  |  |
|---|--|--|
| Carrier's Receipt. Total number of containers or packages received by Carrier.<br><b>1 container</b>      | Place of Issue of Waybill<br><b>Miami</b>  | 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" |
| Shipped on Board Date ( Local Time )<br><b>2021-07-28</b>   | Date Issue of Waybill<br><b>2021-07-29</b> |  |
| Declared Value Charges (see clause 7.3 of the Sealand Americas Bill of Lading) for Declared Value of US\$ |  |  |

Signed by the Carrier Maersk A/S trading as Sealand Americas

This transport document has one or more numbered pages

**Maersk Agency U.S.A., Inc**  
 As Agent(s) for the Carrier

<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.

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  - (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.  
CY/CY

| Freight & Charges | Rate | Unit | Currency | Prepaid | Collect |
|-------------------|------|------|----------|---------|---------|
|                   |      |      |          |         |         |