

Shipper SAN MIGUEL FRUITS PERU S.A. RUC: 2013622725 AV. JAVIER PRADO ESTE N 560, OFICINA 1801-A - SAN ISIDRO - LIMA - PERU CTC: Cristian Cerna - Alexandra Gonzales PH: 7307300		Booking No. 913552673	Export references Svc Contract 298418462
Consignee WalMart Inc. 601 N. Walton Blvd Bentonville AR 72716-0410 U.S.A. PH: 1(800)925-6278		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) UPS Supply Chain Solutions Hamilton Ave Suite 250 Torrance, CA 90502, USA ATTN: Carol Crawford Phone: 310-404-2764 Email: walmart-communication@ups.com / Victor.Barboza@ups.com		Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)	
Vessel MAERSK VIRGINIA	Voyage No. 148N	Place of Receipt. Applicable only when document used as Multimodal Waybill	
Port of Loading CALLAO PERU	Port of Discharge 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.	Weight	Measurement
1 Container Said to Contain 1800 BOXES  1800 BOXES WITH FRESH GRAPES JACK SALUTE VARIETY (1800 CAJAS CON UVAS FRESCAS VARIEDAD JACK SALUTE)  ITEM: 573112306 PO: 3576090435 FDA: 14607087680 HS CODE: 0806.10.00.00 TR: A8BRXH / A948UW TEMPERATURE: 0 C VENTILATION: 15 CBM HUMIDITY: OFF COLD TREATMENT	17460.000 KGS	40.0000 CBM
Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.		

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Cold Treatment Service	1000.00	Per Container	USD		1000.00
USDA Inspection Charge	237.00	Per Container	USD		237.00
USD			USD		1237.00
Carrier's Receipt. Total number of containers or packages received by Carrier. 1 container	Place of Issue of Waybill Lima Peru	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 ) 2021-12-18	Date Issue of Waybill 2021-12-20				
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				

Maersk Line Peru S.A.C.  
As Agent(s)

"SE EMBARCA UVAS EN 20 PALLETS CHEP B4840A"

"En caso de requerir el estado de certificacion GLOBAL G.A.P. consulte el archivo de Packing list PE-OPE-FO-093-ES"

MMAU1259984 ML-PE0550478 40 REEF 9'6 1800 BOXES 17460.000 KGS 40.0000 CBM

Temperature: 0.0 C

Shipper Seal : 003PL021089

Customs Seal : 304556

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.

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

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

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.

ALSO NOTIFY: Damco Distribution Services Inc  
 5011 East Firestone Place  
 South Gate, CA 90280 USA  
 DCM\_LA@Damco.com  
 For escalations: 323-568-2526

CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

Shipper SAN MIGUEL FRUITS PERU S.A. RUC: 20136222725 AV. JAVIER PRADO ESTE N 560, OFICINA 1801-A - SAN ISIDRO - LIMA - PERU CTC: Cristian Cerna - Alexandra Gonzales PH: 7307300		Booking No. 913552673	Export references Svc Contract 298418462
Consignee WalMart Inc. 601 N. Walton Blvd Bentonville AR 72716-0410 U.S.A. PH: 1(800)925-6278		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) UPS Supply Chain Solutions Hamilton Ave Suite 250 Torrance, CA 90502, USA ATTN: Carol Crawford Phone: 310-404-2764 Email: walmart-communication@ups.com / Victor.Barboza@ups.com		Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)	
Vessel MAERSK VIRGINIA	Voyage No. 148N	Place of Receipt. Applicable only when document used as Multimodal Waybill	
Port of Loading CALLAO PERU	Port of Discharge 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.	Weight	Measurement
1 Container Said to Contain 1800 BOXES  1800 BOXES WITH FRESH GRAPES JACK SALUTE VARIETY (1800 CAJAS CON UVAS FRESCAS VARIEDAD JACK SALUTE)  ITEM: 573112306 PO: 3576090435 FDA: 14607087680 HS CODE: 0806.10.00.00 TR: A8BRXH / A948UW TEMPERATURE: 0 C VENTILATION: 15 CBM HUMIDITY: OFF COLD TREATMENT	17460.000 KGS	40.0000 CBM

COPY

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

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Cold Treatment Service	1000.00	Per Container	USD		1000.00
USDA Inspection Charge	237.00	Per Container	USD		237.00
USD			USD		1237.00

  

Carrier's Receipt. Total number of containers or packages received by Carrier. <b>1 container</b>	Place of Issue of Waybill <b>Lima Peru</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 ) <b>2021-12-18</b>	Date Issue of Waybill <b>2021-12-20</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

"SE EMBARCA UVAS EN 20 PALLETS CHEP B4840A"

"En caso de requerir el estado de certificacion GLOBAL G.A.P. consulte el archivo de Packing list PE-OPE-FO-093-ES"

MMAU1259984 ML-PE0550478 40 REEF 9'6 1800 BOXES 17460.000 KGS 40.0000 CBM

Temperature: 0.0 C

Shipper Seal : 003PL021089

Customs Seal : 304556

SHIPPER'S 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.

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:

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

(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 compensata 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.

ALSO NOTIFY: Damco Distribution Services Inc

5011 East Firestone Place

South Gate, CA 90280 USA

DCM\_LA@Damco.com

For escalations: 323-568-2526

CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

Shipper SAN MIGUEL FRUITS PERU S.A. RUC: 20136222725 AV. JAVIER PRADO ESTE N 560, OFICINA 1801-A - SAN ISIDRO - LIMA - PERU CTC: Cristian Cerna - Alexandra Gonzales PH: 7307300		Booking No. 913552673	
Consignee WalMart Inc. 601 N. Walton Blvd Bentonville AR 72716-0410 U.S.A. PH: 1(800)925-6278		Export references Svc Contract 298418462	
Notify Party (see clause 22) UPS Supply Chain Solutions Hamilton Ave Suite 250 Torrance, CA 90502, USA ATTN: Carol Crawford Phone: 310-404-2764 Email: walmart-communication@ups.com / Victor.Barboza@ups.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.	
		Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)	
Vessel MAERSK VIRGINIA		Voyage No. 148N	
Port of Loading CALLAO PERU		Port of Discharge Port Hueneme	
		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 1800 BOXES  1800 BOXES WITH FRESH GRAPES JACK SALUTE VARIETY (1800 CAJAS CON UVAS FRESCAS VARIEDAD JACK SALUTE)  ITEM: 573112306 PO: 3576090435 FDA: 14607087680 HS CODE: 0806.10.00.00 TR: A8BRXH / A948UW TEMPERATURE: 0 C VENTILATION: 15 CBM HUMIDITY: OFF COLD TREATMENT	17460.000 KGS	40.0000 CBM

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

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Cold Treatment Service	1000.00	Per Container	USD		1000.00
USDA Inspection Charge	237.00	Per Container	USD		237.00
USD			USD		1237.00

  

Carrier's Receipt. Total number of containers or packages received by Carrier. <b>1 container</b>	Place of Issue of Waybill <b>Lima Peru</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 ) <b>2021-12-18</b>	Date Issue of Waybill <b>2021-12-20</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

Maersk Line Peru S.A.C.  
As Agent(s)

"SE EMBARCA UVAS EN 20 PALLETS CHEP B4840A"

"En caso de requerir el estado de certificacion GLOBAL G.A.P. consulte el archivo de Packing list PE-OPE-FO-093-ES"

MMAU1259984 ML-PE0550478 40 REEF 9'6 1800 BOXES 17460.000 KGS 40.0000 CBM

Temperature: 0.0 C

Shipper Seal : 003PL021089

Customs Seal : 304556

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.

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:

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

(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.

ALSO NOTIFY: Damco Distribution Services Inc

5011 East Firestone Place

South Gate, CA 90280 USA

DCM\_LA@Damco.com

For escalations: 323-568-2526

CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

Shipper SAN MIGUEL FRUITS PERU S.A. RUC: 2013622725 AV. JAVIER PRADO ESTE N 560, OFICINA 1801-A - SAN ISIDRO - LIMA - PERU CTC: Cristian Cerna - Alexandra Gonzales PH: 7307300		Booking No. 913552673	
Consignee WalMart Inc. 601 N. Walton Blvd Bentonville AR 72716-0410 U.S.A. PH: 1(800)925-6278		Export references Svc Contract 298418462	
Notify Party (see clause 22) UPS Supply Chain Solutions Hamilton Ave Suite 250 Torrance, CA 90502, USA ATTN: Carol Crawford Phone: 310-404-2764 Email: walmart-communication@ups.com / Victor.Barboza@ups.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.	
Vessel MAERSK VIRGINIA		Voyage No. 148N	
Port of Loading CALLAO PERU		Port of Discharge Port Hueneme	
		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)	
Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)			

**PARTICULARS FURNISHED BY SHIPPER**

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No.  1 Container Said to Contain 1800 BOXES  1800 BOXES WITH FRESH GRAPES JACK SALUTE VARIETY (1800 CAJAS CON UVAS FRESCAS VARIEDAD JACK SALUTE)  ITEM: 573112306 PO: 3576090435 FDA: 14607087680 HS CODE: 0806.10.00.00 TR: A8BRXH / A948UW TEMPERATURE: 0 C VENTILATION: 15 CBM HUMIDITY: OFF COLD TREATMENT	Weight 17460.000 KGS	Measurement 40.0000 CBM
---	-------------------------	----------------------------

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

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Cold Treatment Service	1000.00	Per Container	USD		1000.00
USDA Inspection Charge	237.00	Per Container	USD		237.00
USD			USD		1237.00
Carrier's Receipt. Total number of containers or packages received by Carrier. 1 container	Place of Issue of Waybill Lima Peru	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 ) 2021-12-18	Date Issue of Waybill 2021-12-20				
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				

"SE EMBARCA UVAS EN 20 PALLETS CHEP B4840A"

"En caso de requerir el estado de certificacion GLOBAL G.A.P. consulte el archivo de Packing list PE-OPE-FO-093-ES"

MMAU1259984 ML-PE0550478 40 REEF 9'6 1800 BOXES 17460.000 KGS 40.0000 CBM

Temperature: 0.0 C

Shipper Seal : 003PL021089

Customs Seal : 304556

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.

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

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

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.

ALSO NOTIFY: Damco Distribution Services Inc

5011 East Firestone Place

South Gate, CA 90280 USA

DCM\_LA@Damco.com

For escalations: 323-568-2526

CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect