

# SEA WAYBILL OF LADING FOR PORT TO PORT OR COMBINED TRANSPORT



**ZIM Integrated Shipping Services Ltd**

SHIPPER / EXPORTER (NAME & ADDRESS) <b>SAN MIGUEL FRUITS PERU S.A.</b> RUC: 20136222725 AV. EL DERBY N 055 TORRE1, PISO 7 SANTIAGO DE SURCO - LIMA - PERU CTC: CRISTIAN CERNA *		BOOKING No. <b>ZIMULMA800339</b>	WAYBILL No. <b>ZIMULMA800339</b>
CONSIGNEE (NAME & ADDRESS) <b>DAYKA &amp; HACKETT, LLC.</b> 42874 ROAD 64, REEDLEY CA 93654 USA CTC: CRYSTAL VULICH TLF: 559-648-2203 EMAIL: CVULICH@DAYKAHACKETT.COM		SPECIAL AGREEMENT: This Waybill is not a bill of lading and no bill of lading will be issued. The contract of carriage evidenced by this Waybill is deemed to be a contract of carriage as defined in Article 1(b) of the Hague Rules and Hague-Visby Rules (as applicable) and for shipments to or from or through the U.S.A., this Waybill shall be subject to U.S. COGSA which Act shall by this contract also apply to this Waybill as if this Waybill were a non-negotiable straight bill of lading, however this Waybill is not a document of title to the Goods. Delivery pursuant to this non-negotiable waybill will be made to the Consignee named, or his agent, on production of proof of identity at the Port of Destination or final Destination (if contracted for), whichever applicable without surrender or delivery of this waybill.	
(NON-NEGOTIABLE) NOTIFY (NAME & ADDRESS) <b>J &amp; K FRESH EAST</b> 399 MARKET STREET, SUITE 220 PHILADELPHIA, PA 19106 USA ATTENTION: BILL FAGAN TLF: 1-610-99 4-5060 EMAIL: DOCS@JKFRESHEAST.COM		FORWARDING AGENT F.M.C. No.  POINT AND COUNTRY OF ORIGIN (FOR SHIPPER'S REFERENCE ONLY)	
INITIAL CARRIAGE PLACE OF RECEIPT OF GOODS * (IF CONTRACTED FOR)		REMARKS / EXPORT OR OTHER INSTRUCTIONS  <b>Reference:SAN MIGUEL FRUITS PERU SA SHIPPED ON BOARD 27/04/2023</b>	
VESSEL * <b>OPHELIA</b>	VOY. <b>32/N</b>	PORT OF LOADING * <b>CALLAO</b>	FURTHER ROUTING (AT SHIPPER'S EXPENSE, RISK AND RESPONSIBILITY)
PORT OF DESTINATION * <b>PHILADELPHIA (PA)</b>	FINAL DESTINATION * (IF CONTRACTED FOR)		

\* FOR DEFINITION SEE CLAUSE 1 OVERLEAF

PARTICULARS AS FURNISHED BY SHIPPER			
MKS & NOS. / CONT. NOS.	DESCRIPTION OF GOODS	WEIGHT	MEASUREMENT
	AS PER ATTACHED LIST	<b>KGS</b>	<b>M3</b>
1 CONT TOT. TARE : 4,600		CARGO W : TOTAL	25,540.00
DETAILS		FREIGHT	
		PER RATE	PREPAID COLLECT
<b>OCEAN FREIGHT</b>		C USD 4,282.00	4,282.00
<b>GREEN FUEL SURCHARGE</b>		C USD 100.00	100.00
<b>NEW BUNKER FACTOR</b>		C USD 1,318.00	1,318.00
AD VALOREM FREIGHT		USD	5,700.00
SHIPPER'S DECLARED VALUE OF GOODS: If shipper enters a value, Carriers "package" limitation of liability shall not apply and ad valorem freight will be charged (See Clause 21)		TOTAL	
CLAUSES AS PER ATT.LIST <small>NOTE: Received in apparent good order and condition, unless otherwise stated herein, the Goods or packages or Containers said to contain the units and amount of Goods specified herein for carriage subject to the terms and conditions hereof (including the terms and conditions of the reverse side hereof and the terms and conditions of the Carrier's Tariff Rules) from the Place of Receipt or the Port of Loading (whichever is applicable) to the Port of Discharge or the Place of Delivery (whichever is applicable). The Shipper agrees and acknowledges that the weight, measure, marks, numbers, quality, contents, seal(s) number and value of the Goods as declared are unknown to and not admitted by the Carrier, but that the Carrier has relied upon the Shipper's representation as to the number of packages stated herein. If the acknowledged tally is of Containers, this indicates that the Container has been packed and sealed by the Shipper at his premises without the Carrier being represented and able to check or verify either the tally of Goods or the stowage, which are consequently unknown to him. In accepting this Waybill the Shipper expressly accepts and agrees to be bound by all the terms, stipulations, exceptions, limitations, liberties and conditions stated herein, whether written, printed, stamped or otherwise incorporated on the front and/or reverse side hereof as well as the provisions of the Carrier's Tariff Rules, Regulations and Schedules, without exceptions, as fully as if they were all signed by the Shipper, and the Carrier's undertaking to carry the Goods is made on the basis of the Shipper's acceptance and agreements as aforesaid.</small>		IN WITNESS of the contract contained herein this Waybill has been signed by or on behalf of Zim Integrated Shipping Services Ltd. (as Carrier).	
		FREIGHT PAYABLE AT <b>NORFOLK (VA)</b>	
		PLACE AND DATE OF ISSUE <b>CALLAO on 21/04/2023</b>	
Without prejudice to the generality of the foregoing, the Shipper's attention is drawn to the fact that the terms of the Bill of Lading are continued on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delay. In addition, attention is drawn, inter alia, to Clauses 7 (Notice of Loss, Time Bar), 13 (Shipper Declarations), 19 (Lien), 14 (Dangerous and Hazardous Goods) and 22 (Law and Jurisdiction). The Package limitation mentioned in Clause 21 will not be applicable in the event that contents are carefully declared, itemized, valued by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for.			

IN VIEW OF THE DANGER OF CONFISCATION, WARRANTED VESSEL, NOT TO CALL AT PORTS AND NOT TO ENTER THE TERRITORIAL WATERS OF ANY ARAB COUNTRIES BELONGING TO THE STATE OF ISRAEL AND/OR ACTIVELY SUPPORTING THE ARAB BOYCOTT, PRIOR TO UNLOADING AT PORT OF DESTINATION UNLESS IN DISTRESS OR SUBJECT TO FORCE MAJEURE.

ATTACHED LIST FOR B/L : ZIMULMA800339

VESSEL: OPHELIA

VOYAGE: 32/N

LOAD PORT: CALLAO

PORT OF DESTINATION: PHILADELPHIA (PA)

FINAL DESTINATION:

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<u>MKS &amp; NOS/SEAL.NO</u>	<u>DESCRIPTION OF GOODS</u>	<u>WEIGHT</u> KGS	<u>MEASUR.</u> M3
CONT:ZMOU8826611 1 CNT SEAL: A4231644903 SEAL: 003PL027787 SEAL: 254054 SEAL: H91111E/RH40 (CY/CY)	1440 BOXES 1440 BOXES WITH FRESH MANDARINS PRIMOSOLE VARIETY (1440 CAJAS CON MANDARINA FRESCA VARIEDAD PRIMOSOLE)  HS CODE: 0805.29.90.00 THERMOREGISTERS: 260000836741 / 260000836740 TEMPERATURE: 0.0 C VENTILATION: 15 CBM/HR HUMIDITY: OFF COLD TREATMENT FREIGHT COLLECT  "EN CASO DE REQUERIR EL ESTADO DE CERTIFICACION GLOBALG.A.P. CONSULTE EL ARCHIVO DE PACKING LIST PE-OPE-FO-093-ES"  * ALEXANDRA GONZALES TELEFONOS Y FAX:7307300  STOWED IN REEFER CONTAINER AT TEMPERATURE OF PLUS 0C 15 CBM/HR  SHIPPER'S LOAD STOWAGE & COUNT CONT TARE WEIGHT: 4600	25,540.00	
	1 CONT TOT. TARE : 4,600	CARGO W :	25,540.00

CLAUSES:

MERCHANTS ACKNOWLEDGE AND ACCEPT THAT ADDITIONAL CHARGES AND SERVICE FEES RELATED TO DELIVERY OF CARGO AND EQUIPMENT OCCURRING IN PERU ARE APPLICABLE. THESE SERVICES ARE PROVIDED AND INVOICED BY LOCAL COMPANIES AND TO BE PAID BY MERCHANTS PRIOR CARGO RELEASE. PLEASE CHECK BELOW LINK TO VALIDATE DETAILED RATES INFORMATION IN [HTTP://COSMOS.COM.PE/CONTENT/INDEX.ASPX?AID=116](http://cosmos.com.pe/content/index.aspx?aid=116) MERCHANTS ACKNOWLEDGE AND ACCEPT THE CARRIER APPROVAL IS REQUIRED FOR CARGO RELEASE.

THE TERMS AND CONDITIONS OF THIS SEA WAYBILL CAN BE FOUND ON THE CARRIER'S WEBSITE AT: [HTTPS://WWW.ZIM.COM/WAYBILL](https://www.zim.com/waybill) A MISDECLARATION FEE SHALL BE CHARGED TO THE MERCHANT - AT CARRIER'S FULL DISCRETION - IN ANY CASE OF SHIPPERS' DANGEROUS GOODS / HAZMAT MISDECLARATION. SEAWAY B/L - NO ORIGINAL ISSUED