

SHIPPER
 SAN MIGUEL FRUITS PERU S.A.
 RUC:20136222725
 CAL.CHINCHON NRO.1018,INT.501 -
 SAN ISIDRO - LIMA - PERU
 CONTACTOS:CRISTIAN CERNA -
 ALEXANDRA GONZALES*

**DRAFT
 BILL OF LADING**

VOYAGE NUMBER
 0HC68W1PL
 BILL OF LADING NUMBER
 ERU0108792

CONSIGNEE
 COMERCIALIZADORA MEXICO AMERICANA
 S. DE R.L. DE C.V.
 AV. NEXTENGO NO. 78 COL.SANTA CRUZ
 ACAYUCAN/ AZCAPOTZALCO C.P. 02770,
 CIUDAD DE MEXICO. MEXICO
 CMA9109119L0

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify
 COMERCIALIZADORA MEXICO AMERICANA
 S. DE R.L. DE C.V.
 AV. DE LA LUZ #34,FRACC.PARQUE
 INDUSTRIAL LA LUZ CUAUTILÁN
 IZCALLI,ESTADO DE MÉXICO,CP.
 54830

CARRIER: APL Co. Pte Ltd
 Head Office: #14-01 The Metropolis, Tower 1
 9 North Buona Vista Drive, Singapore 138588
 Tel: (65) 6278 9000 - Fax: (65) 6278 4900

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|------------------|-------------------|-----------------------|------------------------------------|
| PRE CARRIAGE BY* | PLACE OF RECEIPT* | FREIGHT TO BE PAID AT | NUMBER OF ORIGINAL BILLS OF LADING |
| | | MEXICO CITY | ZERO (0) |
| VESSEL | PORT OF LOADING | PORT OF DISCHARGE | FINAL PLACE OF DELIVERY* |
| CSCAL ASIA | CALLAO | MANZANILLO, MX | |

| MARKS AND NOS CONTAINER AND SEALS | NO AND KIND OF PACKAGES | DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN | GROSS WEIGHT CARGO | TARE | MEASUREMENT |
|---|----------------------------|---|-----------------------|------|-------------|
| | | | KGS | KGS | CBM |
| CGMU5322743 SEAL 003PL013654 SEAL G6460568 SEAL ACA593 SEAL 028200SL SEAL F10089H SEAL 142410 | 1 x 40RH | 2000 BOXES 2000 BOXES WITH FRESH MANDARINS VARIETY W. MURCOTT (2000 CAJAS CON MANDARINAS FRESCAS VARIEDAD W. MURCOTT) THERMOREGISTERS: A6BC01 - A6BB4Q TEMPERATURE SET AT 0 C VENTILATION: 15 Cbm/hr HUMIDITY: OFF P.A: 0805.29.90.00 HS CODE: 080529 PO: 9100017178 FREIGHT COLLECT COLD TREATMENT "San Miguel Fruits Peru S.A. - Mandarina certificada con GGN: 4050373074845" * TELEFONO Y FAX:7307300 | 18900.000 | 4580 | 50.000 |

Continued on Next Sheet Sheet 1 of 2

ADDITIONAL CLAUSES

- 1. Cargo at port is at merchant risk, expenses and responsibility
- 104. In the event that this Bill of Lading is a Paperless Bill of Lading, it shall be governed by the Terms and Conditions available on the APL website (<http://www.apl.com/resource-center/terms-conditions>) which the Merchant has read and accepted. The delivery of the cargo carried under a Paperless Bill of Lading shall be made to the Consignee after the Paperless Bill of Lading has been surrendered to the Carrier on the eBusiness platform and after payment of any outstanding Freight and charges.
- 11. The Merchant is responsible for returning any empty container, with interior clean, free of any dangerous goods placards, labels or markings, at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidate damages equivalent to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention and demurrage and/or container indemnity as referred above.
- 42. Terminos de linea / liner terms from ship's tackle to ship's tackle
- 53. Carrier's liability for inland haulage in Mexico shall always be limited according to the article 10 of the carta porte / Mexican law: "when the freight does not include the additional charge, the liability of the "trucker" is strictly limited to the sum equivalent to 15 days of minimum wage effective in Mexico city per ton. This also applies when the shipment weight is more than 200 kg but less than 1000 kg. And for shipments under 200 kg the liability will be for days of minimum wage per remittance.
- 8. Reefer container can only be operated by electrical power. During land transportation the Carrier will not be liable in any respect whatsoever for consequences, due to non refrigeration.
- 14. Demurrage and/or detention shall be calculated and paid as per general tariff available on the web site www.apl.com, or in any of APL agency. However if special free time conditions are granted, then rates applicable as per general tariff grid shall start from the day following the last free day. U.S. demurrage and detention conditions are billed per APL (America)'s U.S. tariff or service contracts filed with the FMC
- 2. THC at destination payable by consignees as per line/port tariff
- 54. Whenever receivers do not take delivery of cargo after 50 days from discharging date the shipper is

If the Pre-Carriage of Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 6 of this B/L.
 RECEIVED by the carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated above stated by the shipper to comprise the cargo specified above for transportation subject to all the terms hereof 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. Delivery of the Goods will only be made on payment of all Freight and charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statutes rendering them binding upon the shipper, holder and carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.
 In witness whereof three (3) original Bills of Lading, unless otherwise stated above, have been issued. In the event one of which is accomplished, the others shall be void.

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|---|------|-------------|---|
| PLACE AND DATE OF ISSUE | LIMA | 28 JUN 2020 | SIGNED FOR THE CARRIER APL Co. Pte Ltd BY CMA CGM PERU S.A.C. as agents for the carrier APL Co. Pte Ltd |
| SIGNED FOR THE SHIPPER *APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING | | | |



DRAFT BILL OF LADING

Table with Voyage Number: 0HC68W1PL, Bill of Lading Number: ERU0108792

Table with columns: PRE CARRIAGE BY*, PLACE OF RECEIPT*, FREIGHT TO BE PAID AT, NUMBER OF ORIGINAL BILLS OF LADING, VESSEL, PORT OF LOADING, PORT OF DISCHARGE, FINAL PLACE OF DELIVERY*, MARKS AND NOS CONTAINER AND SEALS, NO AND KIND OF PACKAGES, DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER, GROSS WEIGHT CARGO, TARE, MEASUREMENT

Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of 0 degrees Celsius. Shipped on Board CSCL ASIA 28-JUN-2020 CMA CGM PERU S.A.C. As agents for the Carrier

Weight in Kgs Total: 1 CONTAINER(S) Continued From Previous Sheet Sheet 2 of 2 18900.000 4580 50.000

SHIPPERS DECLARED VALUE SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 8 OF THIS B/L

ADDITIONAL CLAUSES

responsible towards the line for all expenses/charges/fees/freights and demurrages that may be incurred for return cargo to the POL. 3. Ground rent/storages/power supply/monitoring costs at port of discharge for Receiver's account according to port rates. 55. Maximum payload to transit across Mexican territories (Carrier and Merchant haulage) shall be as per applicable Mexican law / regulations. Any fine, penalty and/or extra cost that may be incurred as a result of not strictly complying with applicable Mexican regulations will be for Merchant account. APL, its agents, sub-contractors and/or servants shall in no events be liable for the payment of above designed charges 4. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting thereof and be subject to freight surcharge. 5. For any amendment in BL data it has to resubmit the SI through APL website or EDI with necessary amendment as because amendment request by phone and email are not acceptable (Amendment charge applicable if amendment request comes after filed the manifest) 6. For Freight and applicable charges payment at the third country- it must mention in the BL description field during SI submission about the third country name and payment party details with marked as- Freight Collect (Cross Payment Fee will be charged on top of freight charges and other surcharges for payment to APL at the third country) 105. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion. Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof

PLACE AND DATE OF ISSUE LIMA 28 JUN 2020 SIGNED FOR THE SHIPPER *APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING SIGNED FOR THE CARRIER APL Co. Pte Ltd BY CMA CGM PERU S.A.C. as agents for the carrier APL Co. Pte Ltd