

SHIPPER  
 SAN MIGUEL FRUITS PERU S.A.  
 RUC: 20136222725  
 CAL. CHINCHON NRO. 1018, INT. 501 -  
 SAN ISIDRO - LIMA - PERU  
 CRISTIAN CERNA - ALEXANDRA GONZALES  
 PH: 7307300

**DRAFT**  
**WAYBILL**  
**NON NEGOTIABLE**

VOYAGE NUMBER  
 0HC6SW1PL  
 WAYBILL NUMBER  
 ERU0109086

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  
 CUAUTITLÁN 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

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

| MARKS AND NOS<br>CONTAINER AND SEALS  | NO AND KIND<br>OF PACKAGES | DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER<br>SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN  | GROSS WEIGHT<br>CARGO | TARE | MEASUREMENT |
|---|----------------------------|--|-----------------------|------|-------------|
|   |                            |  | KGS                   | KGS  | CBM         |
| CGMU5406119<br>SEAL 003PL014466<br>SEAL 204534<br>SEAL APA360<br>SEAL G6474247<br>SEAL F10878H<br>SEAL 038281SL | 1 x 40RH                   | 2288 BOXES<br><br>2288 BOXES WITH FRESH MANDARINS W. MURCOTT VARIETY<br>(2288 CAJAS CON MANDARINA FRESCA VARIEDAD W.<br>MURCOTT)<br><br>PO N° 9100017204<br>HS CODE: 0805.29.90.00<br>THERMOREGISTERS:<br>A6VJY6 / A6VJWF<br>TEMPERATURE SET AT : 0.0 °C<br>VENTILATION: 15 Cbm/hr<br>HUMIDITY: OFF<br>COLD TREATMENT<br>FREIGHT COLLECT<br><br>"San Miguel Fruits Peru S.A. - Mandarina<br>certificada con GGN: 4050373074845"<br><br>Cargo is stowed in a refrigerated container set<br>at the shipper's requested carrying temperature<br><br>Continued on Next Sheet | 21262.000             | 4610 | 50.000      |
| Sheet 1 of 2  |                            |  |                       |      |             |

**ADDITIONAL CLAUSES**

- 1. Cargo at port is at merchant risk, expenses and responsibility
- 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 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

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 by the Merchant for carriage, subject to all the terms hereof and tariff for the relevant trade, from the place of receipt or the port of loading, whichever applicable, to the port of discharge or place of delivery whichever applicable. This Waybill is deemed to be a contract of carriage as defined in Article I (b) of the Hague Rules and Hague Visby Rules although this is not a document of title to the Goods.  
 DELIVERY will only be made on Payment of all Freight and Charges and to the named Consignee or any third party nominated by the Consignee by written instruction to the Carrier or his Agent, unless the Shipper instructs otherwise prior to delivery. The rights and liabilities arising according to the terms hereof shall (without prejudice to any rule of common law and status) become binding between the Carrier and Consignee as if this agreement has been made between them and the Shipper guarantees on reception of this Waybill that he has accepted it on his own behalf, on behalf of the Consignee and the Owner of the Goods, and warrants that he has authority to do so.  
**LAW AND JURISDICTION**  
 i) Governing Law Insofar as anything has not been dealt with by the terms and conditions of this Bill of Lading, Singapore law shall apply. Singapore law shall in any event apply in interpreting the terms and conditions hereof.  
 ii) Jurisdiction All disputes relating to this Bill of Lading shall be determined by the Courts of Singapore to the exclusion of the jurisdiction of the courts of any other country provided always that the Carrier may in its absolute and sole discretion invoke or voluntarily submit to the jurisdiction of the Courts of any other country which, but for the terms of this Bill of Lading, could properly assume jurisdiction to hear and determine such disputes, but shall not constitute a waiver of the terms of this provision in any other instance.  
 iii) Notwithstanding i) and ii), if Carriage includes Carriage to, from or through a port in the United States of America, the Merchant may refer any claim or dispute to the United States District Court for the Southern District of New York in accordance with the laws of the United States of America.  
 This Waybill is issued subject to the C.M.I Uniform Rules for Sea Waybills.  
 The contract evidenced by this Sea Waybill is subject to the terms, conditions, exceptions, limitations and liberties (including those relating to pre-carriage and on-carriage) set out in and incorporated by the Carrier's Bill of Lading. The terms of the Carrier's Applicable Tariff are incorporated herein.

|   |      |             |   |
|---|------|-------------|---|
| PLACE AND DATE OF ISSUE   | LIMA | 06 SEP 2020 | SIGNED FOR THE CARRIER APL Co. Pte Ltd<br>BY CMA CGM PERU S.A.C.<br>as agents for the carrier APL Co. Pte Ltd |
| SIGNED FOR THE SHIPPER<br>*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED<br>TRANSPORT BILL OF LADING |      |             |   |



**DRAFT  
WAYBILL  
NON NEGOTIABLE**

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|----------------|
| VOYAGE NUMBER  |
| 0HC6SW1PL      |
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| ERU0109086     |

|                                      |                            |   |                       |                             |      |             |
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|                                      |                            |   | MEXICO CITY           | ZERO (0)                    |      |             |
| VESSEL                               |                            | PORT OF LOADING   | PORT OF DISCHARGE     | FINAL PLACE OF DELIVERY*    |      |             |
| XIN MEI ZHOU                         |                            | CALLAO  | MANZANILLO, MX        |                             |      |             |
| MARKS AND NOS<br>CONTAINER AND SEALS | NO AND KIND<br>OF PACKAGES | DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER<br>SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN |                       | GROSS WEIGHT<br>CARGO       | TARE | MEASUREMENT |
|                                      |                            |   |                       | KGS                         | KGS  | CBM         |

of 0 degrees Celsius

Shipped on Board XIN MEI ZHOU 06-SEP-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      21262.000      4610      50.000

SHIPPERS DECLARED VALUE  
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND THE CARRIER'S B/L TERMS & CONDITIONS

**ADDITIONAL CLAUSES**

|  |  |
|--|--|
| <p>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</p> <p>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.</p> <p>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)</p> <p>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)</p> <p>105. Following the exceptional measures adopted by various governments in relation with the outbreak of</p> | <p>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</p> |
|--|--|

|  |      |             |   |
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