



DRAFT - NON NEGOTIABLE

SHIPPER/EXPORTER WESTFALIA FRUIT PERU SAC RUC20600876491 AV.ALFREDO BENAVIDES NRO.768 INT. P6. MIRAFLORES - LIMA TEL.: +51 1 243 7840 / SH>		BOOKING NO. LIMA08870400	SEA WAYBILL NO. ONEYLIMA08870400
CONSIGNEE DAVID OPPENHEIMER CO. (WC) 1071 E. 233RD STREET, SUITE #2 CARSON CA, 90745-6206 - USA ATTN: MR. NEIL EARNSHAW PHONE: 310-834-1663 / CN>		EXPORT REFERENCES (for the Merchant's and/or Carrier's reference only. See back clause 8. (4).)	
NOTIFY PARTY (It is agreed that no responsibility shall be attached to the Carrier or its Agents for failure to notify) J&K FRESH LLC 2101 EL SEGUNDO BLVD, SUITE 203 EL SEGUNDO , CA 90245 ATTN: ROBERT LEE PHONE: 310-419-8770- FAX: 310-419-8791/8790 NP>		FORWARDING AGENT-REFERENCES FMC NO.	
PRE-CARRIAGE BY	PLACE OF RECEIPT CALLAO, PERU	RECEIVED by the Carrier 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 entitled "Carrier's Receipt", to be carried subject to all the terms and conditions hereof from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, as applicable. Delivery of the Goods to the Carrier for Carriage hereunder constitutes acceptance by the Merchant (as defined hereinafter) (i) of all the terms and conditions, whether printed, stamped or otherwise incorporated on this side and on the reverse side of this Bill of lading and the terms and conditions of the Carrier's applicable tariff(s) as if they were all signed by the Merchant, and (ii) that any prior representations and/or agreements for or in connection with Carriage of the Goods are superseded by this Bill of Lading. If this is a negotiable (To Order/of) Bill of Lading, one original Bill of Lading, duly endorsed must be surrendered by the Merchant to the Carrier (together with any outstanding Freight) in exchange for the Goods or a Delivery Order or the pin codes for any applicable Electronic Release System. If this is a non-negotiable (straight) Bill of Lading, or where issued as a Sea Waybill, the Carrier shall deliver the Goods or issue a Delivery Order or the pin codes for any applicable Electronic Release System (after payment of outstanding Freight) to the named consignee against the surrender of one original Bill of Lading, or in the case of a Sea Waybill, on production of such reasonable proof of identify as may be required by the Carrier, or in accordance with the national law at the Port of Discharge or Place of Delivery as applicable. IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated at the top, all of this tenor and date, and whenever one original Bill of Lading has been surrendered all other Bills of Lading shall be void.	
OCEAN VESSEL VOYAGE NO. FLAG FOUMA 20029N	PORT OF LOADING CALLAO, PERU	FINAL DESTINATION (for the Merchant's reference only)	
PORT OF DISCHARGE LOS ANGELES, USA	PLACE OF DELIVERY LOS ANGELES, USA	TYPE OF MOVEMENT (IF MIXED, USE DESCRIPTION OF PACKAGES AND GOODS FIELD) FCL / FCL CY / CY	

(CHECK "HM" COLUMN IF HAZARDOUS MATERIAL) PARTICULARS DECLARED BY SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER					
CNTR. NOS. W/SEAL NOS. MARKS & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	H M	DESCRIPTION OF GOODS	GROSS WEIGHT	GROSS MEASUREMENT
KKFU6721424 / 003 LAA144495 200043	PL013835		1400 BOXES / FCL / FCL/40RQ	23500.000KGS/	
N/M	1400 BOXES		1400 BOXES WITH FRESH MANDARINS VARIETY W. MURCOTT (1400 CAJAS CON MANDARINA FRESCA VARIEDAD W. MURCOTT) HS CODE: 0805.29.90.00 THERMOREGISTERS: 5424736 / 5434690	23500.000KGS	

*** TO BE CONTINUED ON ATTACHED LIST ***

Declared Cargo Value US \$ _____ . If Merchant enters a value, Carrier's limitation of liability shall not apply and the ad valorem rate will be charged.

FREIGHT & CHARGES PAYABLE AT / BY:		SERVICE CONTRACT NO. LIM0066B20	DOC FORM NO.	COMMODITY CODE	EXCHANGE RATE	[1] ORIGINAL BILLS(S) HAVE BEEN SIGNED. DATE CARGO RECEIVED DATE LADEN ON BOARD 19 JUL 2020 PLACE OF BILL(S) ISSUE LIMA DATED 19 JUL 2020
CODE	TARIFF ITEM	FREIGHTED AS	RATE	PREPAID	COLLECT	
The printed terms and conditions on this Bill are available at its website at www.one-line.com						SIGNED BY: OCEAN NETWORK EXPRESS (PERÚ) _____, as agent for and on behalf of

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CNTR NOS. W/SEAL NOS. MARKS & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	H M	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
			<p>CARGO IS STOWED IN A REFRIGERATED CONTAINER SET BY THE SHIPPER AT THE CARRYING TEMPERATURE OF 0 DEGREES CELSIUS</p> <p>COLD TREATMENT FREIGHT COLLECT</p> <p>CARRIER HEREBY UNDERTAKES TO CARRY OUT, AT THE REQUEST OF MERCHANT, COLD TREATMENT OF GOODS , WHICH UNDERTAKING SHALL BE TOTALLY SEPARATE FROM AND FALL OUTSIDE THE SCOPE OF CARRIERS UNDERTAKING TO CARRY GOODS UNDER THIS BILL OF LADING AND FOR WHICH A FEE SHALL BE SEPARATELY CHARGE D. COLD TREATMENT SHALL BE PERFORMED BY CARRIER BUT AT RISK OF MERCHANT. CARRIERS UNDERTAKING FOR COLD TREATMENT OF GOODS IS STRICTLY LIMITED TO EXER CISING DUE DILIGENCE TO PROVIDE PROPERLY APPROVED CONTAINERS AND TEMPERATURE MEASURING AND RECORDING DEVICES AS WELL AS TO MONITOR COLD TREATMENT PROCEDURE, UPON EXERCISE OF WHICH DUE DILIGENCE CARRIER SHALL BE FULLY RELEASED AND DISCHARGED FROM ANY OBLIGATION AND RESPONSIBILITY IN RESPECT OF AND FOR OUTCOME OF COLD TREATMENT. CARRIER RETAINS THE RIGHT, BUT IS NOT OBLIGATED, TO COMPLETE COLD TREATMENT PROCEDURE WITHOUT ANY RESPONSIBILITY AND SOLELY AT RISK OF MERCHANT IF COLD TREATMENT HAS FAILED IN THE FIRST INSTANCE, PROVIDED THAT THE PRACTICAL STORAGE LIFE OF AND MERCHANT AGREES TO GOODS ALLOWS CARRIER TO COMPLETE COLD TREATMENT TAKE DELIVERY OF G OODS WHEN THE EXTENDED COLD TREATMENT HAS BEEN COMPLETED. IT IS MERCHANTS INSTRUCTION TO KEEP GOODS BEING SUBJECTED TO TEMPERATURE FOR COLD TREATMENT, WHICH CARRIER SHALL FOLLOW IRRESPECTIVE OF WHET HER THAT TEMPERATURE IS THE OPTIMAL CARRIAGE TEMPERATURE OF GOODS OR NOT. IN CONSIDERATION OF CARRIER AGREEING TO PERFORM COLD TREATMENT OF GOODS, MERCHANT HERE BY UNDERTAKES TO HOLD HARMLESS</p>		

SIGNED
By: OCEAN NETWORK EXPRESS (PERÚ)

, as agent for and on behalf of

Ocean Network Express Pte. Ltd.
(ONE), AS CARRIER

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CNTR NOS. W/SEAL NOS. MARKS & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	H M	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
			AND IN DEMNIFY CARRIER FOR ANY AND ALL CONSEQUENCES ARISING FROM OR OUT OF GOODS BEING SUBJECT TO COLD TREATMENT.		
<p>-----</p> <p>OCEAN FREIGHT COLLECT SH>FAX: +51 1 243 7840 CONTACT: GLORIA FIGUEROA FIGUEROA CORREO: GLORIA.FIGUEROA@WESTFALIA FRUIT.COM CN>310-952-4980 MAIL: WCOPS@OPPY.COM NP>EMAIL: WCOPS@OPPY.COM ROBERT@JKFRESH.COM; OPPYDOCS@JKFRESH.COM PERU BL CLAUSE: "THE TERM FCL/FCL MEANS THAT THE CONTAINER WAS LOADED AND SEALED AT ORIGIN BY THE SHIPPER AND IT WILL BE DELIVERED TO CY/CY-PORT TERMINAL CONTAINER YARD AT THE DESTINATION. THE TERM FCL/FCL DO NOT EXTENT THE RESPONSIBILITY OF THE CARRIER FOR THE DELIVERY OF THE GOODS, WHICH ENDS AT THE CONTAINER YARD OF THE PORT OF DESTINATION. OCEAN NETWORK EXPRESS PTE LTD "ONE-LINE" WILL NOT TAKE ANY RESPONSIBILITY FOR INLAND TRANSPORTATION AND/OR IMPROPER DELIVERY OF CARGO BY ANY TERMINAL AND/OR BONDED WAREHOUSES AREA" SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE APPLICABLE TARIFF</p>					

SIGNED
By: OCEAN NETWORK EXPRESS (PERÚ)

, as agent for and on behalf of

Ocean Network Express Pte. Ltd.
(ONE), AS CARRIER