



DRAFT - NON NEGOTIABLE

SHIPPER/EXPORTER SAN MIGUEL FRUITS PERU S.A. RUC: 20136222725 AV. JAVIER PRADO ESTE N 560, OFICINA 1801-A - SAN ISIDRO - LIMA - PERU SH>		BOOKING NO. LIMA16054400	SEA WAYBILL NO. ONEYLIMA16054400
CONSIGNEE WALMART INC. 601 N. WALTON BLVD BENTONVILLE AR 72716-0410 U.S.A. PH: 1(800)925-6278		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) UPS SUPPLY CHAIN SOLUTIONS 19701 HAMILTON AVE SUITE 250 TORRANCE, CA 90502 ATTN: CAROL CRAWFORD PHONE: 310-404-2764 NP>		FORWARDING AGENT-REFERENCES FMC NO.	
PRE-CARRIAGE BY MSC ELISA FA046R	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Merchant, and (ii) that any prior representations and/or agreements for or in connection with Carriage of the Goods are superseded by this Bill of Lading.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 MSC ELISA FA046R	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
TLLU1182246 / 003 LAA397129 135541	PL015242		1800 BOXES / FCL / FCL/40RQ	17130.000KGS/	
N/M	1800 BOXES		1800 BOXES WITH FRESH GRAPES VARIETY SWEET GLOBE (1800 CAJAS CON UVAS FRESCAS VARIEDAD SWEET GLOBE) FDA: 14607087680 ITEM #: 573112305 PO: 9568887553 HS CODE: 0806.10.00.00	17130.000KGS	

*** 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. LAX0007B20	DOC FORM NO.	COMMODITY CODE	EXCHANGE RATE	[1] ORIGINAL BILLS(S) HAVE BEEN SIGNED. DATE CARGO RECEIVED DATE LADEN ON BOARD 26 NOV 2020 PLACE OF BILL(S) ISSUE LIMA DATED 26 NOV 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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B/L NO.: ONEYLIMA16054400

CNTR NOS. W/SEAL NOS. MARKS & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	H M	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
			<p>THERMOREGISTERS: A59GR0 / A59GU8 COLD TREATMENT FREIGHT COLLECT</p> <p>"SE EMBARCA UVAS EN 20 PALLETS CHEP B4840A" "SAN MIGUEL FRUITS PERU S.A- UVA CERTIFICADA CON GGN: 4050373074845"</p> <p>SECOND NOTIFY: DAMCO DISTRIBUTION SERVICES INC 5011 EAST FIRESTONE PLACE SOUTH GATE, CA 90280 USA DCM_LA@DAMCO.COM FOR ESCALATIONS: 323-568-2526</p> <p>SH> CTC: CRISTIAN CERNA - ALEXANDRA GONZALES PH: 7307300 NP> WALMART-COMMUNICATION@UPS.COM / VICTOR.BARBOZA@UPS.COM</p> <p>CARGO IS STOWED IN A REFRIGERATED CONTAINER SET BY SHIPPER AT THE CARRYING TEMPERATURE OF - 0.5 DEGREES CELSIUS</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 CHARGED. COLD TREATMENT SHALL BE PERFORMED BY CARRIER BUT AT RISK OF MERCHANT. CARRIERS UNDERTAKING FOR COLD TREATMENT OF GOODS IS STRICTLY LIMITED TO EXERCISING 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</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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			<p>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 GOODS ALLOWS CARRIER TO COMPLETE COLD TREATMENT AND MERCHANT AGREES TO TAKE DELIVERY OF GOODS WHEN THE EXTENDED COLD TREATMENT HAS BEEN COMPLETED.</p> <p>IT IS MERCHANTS INSTRUCTION TO KEEP GOODS BEING SUBJECTED TO TEMPERATURE FOR COLD TREATMENT, WHICH CARRIER SHALL FOLLOW IRRESPECTIVE OF WHETHER THAT TEMPERATURE IS THE OPTIMAL CARRIAGE TEMPERATURE OF GOODS OR NOT.</p> <p>IN CONSIDERATION OF CARRIER AGREEING TO PERFORM COLD TREATMENT OF GOODS, MERCHANT HEREBY UNDERTAKES TO HOLD HARMLESS AND INDEMNIFY CARRIER FOR ANY AND ALL CONSEQUENCES ARISING FROM OR OUT OF GOODS BEING SUBJECT TO COLD TREATMENT.</p>		
<p>OCEAN FREIGHT COLLECT</p> <p>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"</p> <p>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