



**DRAFT - NON NEGOTIABLE**

|  |                             |                                     |
|--|-----------------------------|-------------------------------------|
| SHIPPER/EXPORTER<br>SAN MIGUEL FRUITS PERU S.A.<br>RUC:20136222725<br>AV.JAVIER PRADO ESTE N 560,OFICINA<br>1801-A -SAN ISIDRO-LIMA-PERU SH> | BOOKING NO.<br>LIMA19527500 | SEA WAYBILL NO.<br>ONEYLIMA19527500 |
|--|-----------------------------|-------------------------------------|

|   |  |
|---|--|
| CONSIGNEE<br>WALMART INC.<br>601 N. WALTON BLVD BENTONVILLE<br>AR 72716-0410 U.S.A.<br>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  
HAMILTON AVE SUITE 250 TORRANCE,  
CA 90502 ATTN:CAROL CRAWFORD  
PHONE: 310-404-2764 NP>

|  |                                       |  |
|--|---------------------------------------|--|
| PRE-CARRIAGE BY<br>MSC RENEE FA053R              | PLACE OF RECEIPT<br>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Merchant, and (ii) that any prior representations and/or agreements for or in connection with Carriage of the Goods are superseded by this Bill of Lading.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<br>MSC RENEE FA053R | PORT OF LOADING<br>CALLAO, PERU       |  |
| PORT OF DISCHARGE<br>LOS ANGELES, USA            | PLACE OF DELIVERY<br>LOS ANGELES, USA | FINAL DESTINATION(for the Merchant's reference only)   |
|  |                                       | TYPE OF MOVEMENT(IF MIXED, USE DESCRIPTION OF PACKAGES AND GOODS FIELD)<br>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 |
|--|---|-----|--|---------------|-------------------|
| BMOU9856392 / LAZ398974<br>003PL015673<br>136595 |   |     | 1800 BOXES /FCL / FCL/40RQ   | 17160.000KGS/ |                   |
| N/M  | 1800 BOXES                              |     | 1800 BOXES WITH FRESH GRAPES SUGAR CRISP VARIETY (1800 CAJAS CON UVAS FRESCAS VARIEDAD SUGAR CRISP)<br><br>PO: 3522070014<br>ITEM: 573112305<br>FDA: 14607087680<br>HS CODE: 0806.10.00.00 | 17160.000KGS  |                   |

\*\*\* 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.<br>LAX0007B20 | DOC FORM NO. | COMMODITY CODE | EXCHANGE RATE | [1] ORIGINAL BILLS(S) HAVE BEEN SIGNED.                           |
| CODE   | TARIFF ITEM | FREIGHTED AS                       | RATE         | PREPAID        | COLLECT       |   |
|  |             |                                    |              |                |               | DATE CARGO RECEIVED   |
|  |             |                                    |              |                |               | DATE LADEN ON BOARD<br>16 JAN 2021                                |
|  |             |                                    |              |                |               | PLACE OF BILL(S) ISSUE<br>LIMA                                    |
|  |             |                                    |              |                |               | DATED<br>16 JAN 2021  |
| The printed terms and conditions on this Bill are available at its website at <a href="http://www.one-line.com">www.one-line.com</a> |             |                                    |              |                | SIGNED BY:    | OCEAN NETWORK EXPRESS (PERÚ)<br><br>as agent for and on behalf of |

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

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VESSEL VOYAGE: MSC RENEE FA053R

B/L NO.: ONEYLIMA19527500

| CNTR NOS. W/SEAL NOS.<br>MARKS & NUMBERS | QUANTITY<br>(FOR CUSTOMS<br>DECLARATION ONLY) | H<br>M | DESCRIPTION OF GOODS  | GROSS WEIGHT | MEASUREMENT |
|--|---|--------|---|--------------|-------------|
|  |   |        | <p>THERMOREGISTERS:<br/>A7CEJF/ A7CEGT<br/>COLD TREATMENT<br/>FREIGHT COLLECT</p> <p>"SAN MIGUEL FRUITS PERU S.A. -<br/>UVA CERTIFICADA CON<br/>GGN: 4050373074845"</p> <p>SH&gt; CONTACTOS:CRISTIAN CERNA -<br/>ALEXANDRA GONZALES<br/>TELEFONO:7307300<br/>NP&gt;<br/>WALMART-COMMUNICATION@UPS.COM /<br/>VICTOR.BARBOZA@UPS.COM</p> <p>SECOND NOTIFY:<br/>DAMCO DISTRIBUTION SERVICES INC<br/>5011 EAST FIRESTONE PLACE<br/>SOUTH GATE, CA 90280 USA<br/>DCM_LA@DAMCO.COM<br/>FOR ESCALATIONS: 323-568-2526</p> <p>CARRIER HEREBY UNDERTAKES TO<br/>CARRY OUT, AT THE REQUEST OF<br/>MERCHANT, COLD TREATMENT OF<br/>GOODS, WHICH UNDERTAKING SHALL BE<br/>TOTALLY SEPARATE FROM AND FALL<br/>OUTSIDE THE SCOPE OF CARRIERS<br/>UNDERTAKING TO CARRY GOODS UNDER<br/>THIS BILL OF LADING AND FOR<br/>WHICH A FEE SHALL BE SEPARATELY<br/>CHARGED. COLD TREATMENT SHALL BE<br/>PERFORMED BY CARRIER BUT AT RISK<br/>OF MERCHANT. CARRIERS<br/>UNDERTAKING FOR COLD TREATMENT OF<br/>GOODS IS STRICTLY LIMITED TO<br/>EXERCISING DUE DILIGENCE TO<br/>PROVIDE PROPERLY APPROVED<br/>CONTAINERS AND TEMPERATURE<br/>MEASURING AND RECORDING DEVICES<br/>AS WELL AS TO MONITOR COLD<br/>TREATMENT PROCEDURE, UPON<br/>EXERCISE OF WHICH DUE DILIGENCE<br/>CARRIER SHALL BE FULLY RELEASED<br/>AND DISCHARGED FROM ANY<br/>OBLIGATION AND RESPONSIBILITY IN<br/>RESPECT OF AND FOR OUTCOME OF<br/>COLD TREATMENT.<br/>CARRIER RETAINS THE RIGHT, BUT IS<br/>NOT OBLIGATED, TO COMPLETE COLD<br/>TREATMENT PROCEDURE WITHOUT ANY<br/>RESPONSIBILITY AND SOLELY AT RISK<br/>OF MERCHANT IF COLD TREATMENT<br/>HAS FAILED IN THE FIRST INSTANCE,<br/>PROVIDED THAT THE PRACTICAL<br/>STORAGE LIFE OF GOODS ALLOWS<br/>CARRIER TO COMPLETE COLD</p> |              |             |

SIGNED  
By: OCEAN NETWORK EXPRESS (PERÚ)

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|--|---|--------|--|--------------|-------------|
|  |   |        | <p>TREATMENT AND MERCHANT AGREES TO TAKE DELIVERY OF GOODS 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 WHETHER THAT TEMPERATURE IS THE OPTIMAL CARRIAGE TEMPERATURE OF GOODS OR NOT. IN CONSIDERATION OF CARRIER AGREEING TO PERFORM COLD TREATMENT OF GOODS, MERCHANT HEREBY UNDERTAKES TO HOLD HARMLESS AND IN DEMNIFY CARRIER FOR ANY AND ALL CONSEQUENCES ARISING FROM OR OUT OF GOODS BEING SUBJECT TO COLD TREATMENT.</p> |              |             |
| <p>OCEAN FREIGHT COLLECT<br/> 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"<br/> SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE APPLICABLE TARIFF</p> |   |        |  |              |             |

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(ONE), AS CARRIER