

SHIPPER
 AGRO DIRECT S.A.C.
 AV. JAVIER PRADO ESTE NRO.1104
 INT.201 LIMA - LIMA - SAN ISIDRO
 FDA: 10965397538
 RUC: 20600598385
 CONTACT: HARGETT JR BILLY RAY

**DRAFT
 WAYBILL
 NON NEGOTIABLE**

VOYAGE NUMBER
OWC10N1MA
WAYBILL NUMBER
LMM0242026

CONSIGNEE
 KEYSTONE FRUIT MARKETING INC.
 11 NORTH CARLISLE STREET SUITE 102
 GREENCASTLE PA 17225, USA
 PH.:717/597-2112 FAX:717/5974096
 PENNY MYERS-PENNY@KEYSTONEFRUIT.COM

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify
 GEODIS USA INC.
 5101 S BROAD STREET
 PHILADELPHIA, PA 19112
 PHONE: 267-570-2762
 FAX: 267-570-2842
 ATTN: JACK MCLAUGHLIN *

CARRIER: CMA CGM Société Anonyme au Capital de 234 988 330 Euros
 Head Office: 4, quai d'Arenç - 13002 Marseille - France
 Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95
 562 024 422 R.C.S. Marseille

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBILLS
		VIRGINIA BEACH, VA	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
CALLAO EXPRESS	CALLAO	PHILADELPHIA, PA	

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

TLU1061440 SEAL 003PL004307 SEAL F9081181	1 x 40RC	1120 BAGS	25950.000	4420	50.000
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FCL\FCL

1120 BAGS WITH SWEET FRESH ONIONS
 HS CODE: 0703.10.00.00
 THERMOREGISTERS:
 5034024473
 TEMPERATURE: 3.00 C
 VENTILATION: 20 CBM
 HUMIDITY: 65%
 FREIGHT COLLECT
 * EMAIL: JACK.MCLAUGHLIN@GEODIS.COM

SECOND NOTIFY:
 KEYSTONE FRUIT MARKETING INC.
 11 NORTH CARLISLE STREET SUITE 102
 GREENCASTLE PA 17225, USA
 PH.:717/597-2112 FAX:717/5974096
 PENNY MYERS-PENNY@KEYSTONEFRUIT.COM

Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of 3 degrees Celsius
"DUE TO SENSITIVENESS OF THE CARGO, THE CARRIER

Continued on Next Sheet Sheet 1 of 2
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

- | | |
|--|---|
| 4. Cargo at port is at merchant risk, expenses and responsibility | contracts filed with the FMC |
| 5. FCL | 216. 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. |
| 77. THC at destination payable by consignees as per line/port tariff | 225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading on the deck of any vessel and in taking remittance of this bill of lading the Merchant (including the shipper, the consignee and the holder of the bill of lading, as the case may be) confirms his express acceptance of all the terms and conditions of this bill of lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the goods on the deck of any vessel. |
| 91. Ground rent/storages/power supply/monitoring costs at port of discharge for Receiver's account according to port rates. | 274. 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 liquidated 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 |
| 92. 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. | |
| 191. Unless the value of cargo is declared on the face of this bill of lading or waybill in the conditions set for on the reverse, limitation of liability in respect of loss or damage to goods shall not exceed US\$ 500 per package, or customary freight unit if goods are not shipped in package. | |
| 194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004. | |
| 214. U.S. demurrage and detention conditions are billed per CMA-CGM (America)'s U.S. tariff or service | |

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 (including the terms on page one) 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 1 (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.

All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Waybill shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office.

This Waybill is issued subject to the C.M.I Uniform Rules for Sea Waybills.
 (OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)

PLACE AND DATE OF ISSUE	LIMA	21 NOV 2018	SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Peru S.A.C. as agents for the carrier CMA CGM S. A.
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SIGNED FOR THE SHIPPER
 *APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING



**DRAFT
WAYBILL
NON NEGOTIABLE**

VOYAGE NUMBER
OWC1ON1MA
WAYBILL NUMBER
LMM0242026

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBILLS		
		VIRGINIA BEACH, VA	ZERO (0)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
CALLAO EXPRESS	CALLAO	PHILADELPHIA, PA			
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

**WILL NOT BE HELD RESPONSIBLE FOR THE QUALITY OF
THE CARGO UPON DISCHARGE INSOFAR AS THE
REQUESTED SET TEMPERATURE HAS BEEN DULY
MAINTAINED BY THE CARRIER"**

**Shipped on Board CALLAO EXPRESS 21-NOV-2018 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 25950.000 4420 50.000
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

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.

315. Following to the slow down / lock out affecting the US west coast ports, cargo may be discharged in an alternative port without notice - subject to availability - or be on forwarded to the intended port of destination. All additional costs, including but not limited to storage, demurrage, at the alternative port, or extra on forwarding freight shall be for Merchant's account and payable prior to delivery.

337. This Waybill is governed by the Terms and Conditions available on the CMA CGM website (<http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses>) which the Merchant has read and accepted. The carrier is entitled to deliver the cargo to the Consignee, after payment of any outstanding Freight, on provision of proper proof of identity without the need to produce or surrender a copy of this Sea Waybill.

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SIGNED FOR THE SHIPPER			
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING			