

**SHIPPER**  
 KEYPERU S.A.  
 RUC: 20372983796 FDA: 19985514284  
 CALLE JOSE GONZALES 649,  
 MIRAFLORES, LIMA  
 CONTACT: JUAN MIGUEL OGNIO GÓMEZ

**DRAFT  
 WAYBILL  
 NON NEGOTIABLE**

**VOYAGE NUMBER**  
 OWC2KN1MA  
**WAYBILL NUMBER**  
 LMM0249354

**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'Arenic - 13002 Marseille - France  
 Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95  
 562 024 422 R.C.S. Marseille

<b>PRE CARRIAGE BY*</b>	<b>PLACE OF RECEIPT*</b>	<b>FREIGHT TO BE PAID AT</b>	<b>NUMBER OF ORIGINAL WAYBILLS</b>
		VIRGINIA BEACH, VA	ZERO (0)
<b>VESSEL</b>	<b>PORT OF LOADING</b>	<b>PORT OF DISCHARGE</b>	<b>FINAL PLACE OF DELIVERY*</b>
VALPARAISO 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	TARE	MEASUREMENT
			CARGO		
			KGS	KGS	CBM
CAIU5654726 SEAL 003PL006273 SEAL F9111924 FCL/FCL	1 x 40RC	1120 BAGS	26210.000	4250	50.000
1120 BAGS WITH SWEET FRESH ONIONS HS CODE: 0703.10.00.00 THERMOREGISTERS: 200000009635 TEMPERATURE: 3 C VENTILATION: 20 CBM HUMIDITY: 65% FREIGHT COLLECT  * EMAIL: JACK.MCLAUGHLIN@GEODIS.COM  <b>SECOND NOTIFY:</b> 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  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)

<b>PLACE AND DATE OF ISSUE</b>	LIMA	12 MAR 2019	SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Peru S.A.C. as agents for the carrier CMA CGM S. A.
<b>SIGNED FOR THE SHIPPER</b> *APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING			



**DRAFT  
WAYBILL  
NON NEGOTIABLE**

VOYAGE NUMBER
OWC2KN1MA
WAYBILL NUMBER
LMM0249354

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBILLS		
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VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
VALPARAISO 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

"DUE TO SENSITIVENESS OF THE CARGO, THE CARRIER  
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 VALPARAISO EXPRESS 12-MAR-2019 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      26210.000      4250      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			
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