

SHIPPER
AGRO VICTORIA S .A.C. CAL. ASUNCION NRO. 125 LIMA - LIMA - MIRAFLORES - PERU TLF. (51-1) 715-1010

**DRAFT  
BILL OF LADING**

VOYAGE NUMBER
OWC4UN1MA
BILL OF LADING NUMBER
LMM0266076

CONSIGNEE
CIA FRU&VER MADRID S.L. MERCAMADRID NAVE A PUESTOS 20-26 MADRID 28053 EORI NUMER:ESB83703058 PH: 91 7856512 FAX: 91 7862804 *

EXPORT REFERENCES
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**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

NOTIFY PARTY, Carrier not to be responsible for failure to notify
TRANSBULL CADIZ SL PASEO DE LA CONFERENCIA 13 2A 11207 - ALGECIRAS - CADIZ PH : 9 5 6 6 6 4 0 9 6 CONTACT: ANTONIA VARELA ADUANAS@TRANSBULLALGECIRAS.COM

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING
		BARCELONA	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
GUAYAQUIL EXPRESS	CALLAO	ALGECIRAS	

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
CGMU5142567 SEAL 003PL010606 SEAL F9107176 SEAL AAF258	1 x 40RH	2280 BOXES	20460.000	4570	50.000
2280 BOXES OF 8.2KG WITH FRESH GRAPES RED GLOBE IN 20 PALLETS  HS CODE: 0806100000 THERMOREGISTERS: 260000035908 / 260000035889 TEMPERATURE: -0.5 C VENTILATION: 15 CBM/HR HUMIDITY: OFF FREIGHT COLLECT  *CONTACT: IGNACIO VELILLA VELILLA.IGNACIO@FRUIVER.COM  Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of -.5 degrees Celsius "DUE TO SENSITIVENESS OF THE CARGO, THE CARRIER WILL NOT BE HELD RESPONSIBLE FOR THE QUALITY OF  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	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.
5. FCL	
77. THC at destination payable by Merchant 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 Merchant s account according to port rates.	
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.	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 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.
194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.	
202. Demurrage and detention shall be calculated and paid as per general tariff available on the web site www.cma-cgm.com, or in any of CMA CGM agency. However if special free time conditions are granted, then rates applicable as per general tariff grid shall start from the day following the last free day.	
216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may	

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 stated by the shipper to comprise the cargo specified above for transportation subject to all the terms hereof (including the terms on page one) from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, whichever is applicable. Delivery of the Goods will only be made on payment of all Freight and charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statutes rendering them binding upon the shipper, holder and carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.

All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Bill of Lading 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.

In witness whereof three (3) original Bills of Lading, unless otherwise stated above, have been issued, one of which being accomplished, the others to be void.

**(OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)**

PLACE AND DATE OF ISSUE	LIMA	24 DEC 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.
SIGNED FOR THE SHIPPER			
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING			



# DRAFT BILL OF LADING

VOYAGE NUMBER
OWC4UN1MA
BILL OF LADING NUMBER
LMM0266076

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING		
		BARCELONA	ZERO (0)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
GUAYAQUIL EXPRESS	CALLAO	ALGECIRAS			
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

THE CARGO UPON DISCHARGE INsofar AS THE  
REQUESTED SET TEMPERATURE HAS BEEN DULY  
MAINTAINED BY THE CARRIER"

PREPAID CHARGES:  
COLLECT CHARGES:  
BUNKER SURCHARGE NOS: USD 560.00  
REEFER CONSUMPTION SURCHARGE: USD 112.00  
TERMINAL HANDL. CH DESTINATIO: EUR 306.00  
EXPORT DECLARATION SURCHARGE: USD 27.00  
WHARFAGE, DESTINATION: EUR 50.00  
LOW SULPHUR SURCHARGE IMO2020: USD 280.00  
OCEAN FREIGHT ALL IN: USD 4,028.00

Shipped on Board GUAYAQUIL EXPRESS 24-DEC-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      20460.000      4570      50.000  
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

### ADDITIONAL CLAUSES

330. Following to the strike affecting ports in Spain, and in application of the clause 10 of our bill of lading - matters affecting performance - cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. All additional costs, including but not limited to storage and terminal handling charges, all transshipment demurrage at the alternative discharge port, or all extra on forwarding costs, shall be for Merchant's account and payable upon delivery. Carrier shall not be liable for any delay or suspension in the carriage

343. In the event that this Bill of Lading is a Paperless Bill of Lading, it shall be 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 delivery of the cargo carried under a Paperless Bill of Lading shall be made to the Consignee after the Paperless Bill of Lading has been surrendered to the Carrier on the eBusiness platform and after payment of any outstanding Freight and charges.

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