

SHIPPER  
 EXPORTADORA CETUS S.A.C.  
 AV. LOS DIAMANTES MZA. C LOTE. 7  
 Z.I. SEGUNDA ETAPA  
 (A LA ESPALDAS DE SEAFROST)  
 PIURA-PAITA-PAITA  
 TELEFONO:51-1-7154533\*

**DRAFT  
 BILL OF LADING**

VOYAGE NUMBER  
 OMH70W1MA  
 BILL OF LADING NUMBER  
 LMM0292779B

CONSIGNEE  
 MERJ, S.A. DE C.V.  
 PLAYA ERIZO 24 DESPACHO 301,  
 REFORMA IZTACCIHUATL NORTE,  
 DELEGACION IZTACALCO, C.P. 08810  
 CDMX, MEXICO  
 TELEFONO:52 (55) 52070536\*\*

EXPORT REFERENCES  
 P-469-20



**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  
 MERJ, S.A. DE C.V.  
 PLAYA ERIZO 24 DESPACHO 301,  
 REFORMA IZTACCIHUATL NORTE,  
 DELEGACION IZTACALCO, C.P. 08810  
 CDMX, MEXICO  
 TELEFONO:52 (55) 52070536\*\*\*

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING
		LIMA	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
CMA CGM MUMBAI	CALLAO	MANZANILLO, MX	

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

CRSU6104610	1 x 40RH	1073 BAGS	23706.000	4740	50.000
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SEAL 003PL015555  
 SEAL 048267SL  
 SEAL AWA350  
 SEAL G6509731

FILETE DE POTA CONGELADO  
 \*  
 RUC:20515162578  
 CONTACTO:GIANCARLO PACHECO  
 \*\*  
 EMAIL:MERJ01@OUTLOOK.COM  
 CONTACTO:MARCO ANTONIO LOPEZ SANCHEZ ARIAS  
 \*\*\*  
 EMAIL:MERJ01@OUTLOOK.COM  
 CONTACTO:MARCO ANTONIO LOPEZ SANCHEZ ARIAS  
 FREIGHT PREPAID

Part Load Container(s) covered by BLs:LMM0292779A,  
 LMM0292779B

Cargo is stowed in a refrigerated container set  
 at the shipper's requested carrying temperature  
 of -18 degrees Celsius

Sheet 1 of 3

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

**ADDITIONAL CLAUSES**

- 4. Cargo at port is at merchant risk, expenses and responsibility
- 5. FCL
- 77. THC at destination payable by Merchant as per line/port tariff
- 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.
- 125. The Line is only responsible for electrical power to the reefer unit when on board of the vessel. The Line cannot be kept responsible for malfunctioning of the reefer containers and eventual consequences including cargo damages. In case of malfunctioning of the reefer containers, the Line will endeavour to assist in repairing same, provided crew and spare parts are available for such work and weather permitting. In case such work is performed all expenses accrued on CMA CGM side including overtime expenses and including spare parts to be for Shipper account.
- 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.
- 209. Carrier's liability for inland haulage in Mexico shall always be limited according to the article 10 of the carta porte / Mexican law: "when the freight does not include the additional charge, the liability of the "trucker" is strictly limited to the sum equivalent to 15 days of minimum wage effective in Mexico city per ton. This also applies when the shipment weight is more than 200 kg but less than 1000 kg. And for shipments under 200 kg the liability will be for days of minimum wage per remittance.
- 215. Whenever receivers do not take delivery of cargo after 50 days from discharging date the shipper is responsible towards the line for all expenses/charges/fees/freights and demurrages that may be incurred for return cargo to the POL.
- 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	29 DEC 2020	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 BILL OF LADING

VOYAGE NUMBER
0MH70W1MA
BILL OF LADING NUMBER
LMM0292779B

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING		
		LIMA	THREE (3)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
CMA CGM MUMBAI	CALLAO	MANZANILLO, MX			
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

Sheet 3 of 3

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

### ADDITIONAL CLAUSES

366. The Merchant warrants that the particulars relating to the Goods have been checked and that such particulars are adequate and correct. In case of failure of the Merchant to comply with such warranty, the Carrier shall be entitled to charge the Merchant at any time an amount of USD 2.000 per Container as processing and operational fees. This fee shall also be applicable in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier and the weight declared by the Shipper in his shipping instruction or otherwise weighted during the Carriage.

PLACE AND DATE OF ISSUE LIMA 29 DEC 2020

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