

SHIPPER
 LOS OLIVOS DE VILLACURI S.A.C.
 AV. LOS CONQUISTADORES 256
 INTERIOR 401 SAN ISIDRO - LIMA
 TELEFONO: 014957032

**DRAFT
 BILL OF LADING**

VOYAGE NUMBER
 OMHSMW1MA
 BILL OF LADING NUMBER
 LMM0295181

CONSIGNEE
 VANGUARD DIRECT, LLC
 5080 CALIFORNIA AVENUE, SUITE
 240 BAKERSFIELD, CA 93309
 CONTACTO: DENISE SMITH /
 ARIANA RIVERA
 TELEFONO: 16614895850

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify
 J&K FRESH
 2101 E. EL SEGUNDO BLVD.
 EL SEGUNDO, CA 90245
 CONTACTO: RAYMOND KEFFER
 TELEFONO: +13104198770
 EMAIL: PERU@JKFRESH.COM

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 BILLS OF LADING
		LIMA	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
CMA CGM NIAGARA	CALLAO	LOS ANGELES, CA	

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
CGMU5369329 SEAL 003PL015759 SEAL 048762SL SEAL AUA308 SEAL G6475769 SEAL 217224 SEAL AZA3190	1 x 40RH	1700 BOXES	16320.000	4610	50.000
1700 BOXES OF 8.2 KG WITH FRESH GRAPES IVORY (1700 CAJAS DE 8.2 KG CON UVAS FRESCAS IVORY) THERMOREGISTERS: A7DX3X/A7DX7S P.A.: 0806.10.00.00 HS CODE: 080610 TEMPERATURE: -0.5C VENTILATION: CLOSED HUMIDITY: CLOSED COLD TREATMENT FDA NUMBER: 14430387744 FREIGHT PREPAID SE EMBARCA UVAS FRESCAS EN 20 PALLETS CHEP B4840A 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	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 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.	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 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	13 JAN 2021	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
0MHSMW1MA
BILL OF LADING NUMBER
LMM0295181

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 NIAGARA	CALLAO	LOS ANGELES, CA			
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"**
 Shipped on Board CMA CGM NIAGARA 13-JAN-2021 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 16320.000 4610 50.000
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

<p>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.</p> <p>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.</p> <p>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.</p> <p>358. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and</p>	<p>may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion. Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof</p> <p>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.</p>
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