

SHIPPER
 SOCIEDAD AGRICOLA 3P SAC
 CAL. EL BOULEVARD NRO. 162
 INT. 1004 URB. HOGARES DE
 MONTERRICO CHI LIMA LIMA
 SANTIAGO
 DE SURCO-PERÚ

**DRAFT
 BILL OF LADING**

VOYAGE NUMBER
 OWC8QN1MA
 BILL OF LADING NUMBER
 LMM0305475

CONSIGNEE
 BLUE SKIES EGYPT SAE
 PRIVATE FREE ZONE #24, 3RD
 INDUSTRIAL AREA A3'
 10TH OF RAMADAN CITY
 POST CODE: 44916 SHALABY
 01000080015 *

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify
 BLUE SKIES EGYPT SAE
 PRIVATE FREE ZONE #24, 3RD
 INDUSTRIAL AREA A3'
 10TH OF RAMADAN CITY
 POST CODE: 44916 SHALABY
 01000080015 *

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*
SANTOS EXPRESS	CALLAO	ALEXANDRIA	

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

CGMU9324132 SEAL 003PL017687 SEAL G6503494 SEAL ABG870	1 x 40RH	1300 BOXES	17960.000	4640	50.000
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1300 BOXES WITH FRESH POMEGRANATES VARIETY
 WONDERFUL IN 20 PALLETS

TOTAL NET WEIGHT : 16,510.00 KG.
 P.A.: 0810.90.90.00
 HS CODE: 081090

THERMOGRAPH :
 Nro. 260000283194
 Nro. 260000283197
 FREIGHT PREPAID

* BSE number in customs 205162304
 BSE commercial registration number : 359

Cargo is stowed in a refrigerated container set
 at the shipper's requested carrying temperature
 of 6 degrees Celsius

Continued on Next Sheet Sheet 1 of 3
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

- | | |
|--|--|
| 3. Cranes costs for receivers' account | 73. Free out |
| 4. Cargo at port is at merchant risk, expenses and responsibility | 77. THC at destination payable by Merchant as per line/port tariff |
| 5. FCL | 91. Ground rent/storages/power supply/monitoring costs at port of discharge for Merchant s account according to port rates. |
| 9. All costs of discharging/loading operations and all expenses from free out full container to return empty on board vessel including landing charges, ground rent/storage, shore cranes or floating cranes effected by ship's orders are totally at Receivers' risks and expenses in straight time, overtime, Fridays Sundays, holidays and after midnight included. | 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. |
| 10. Whenever receivers do not take delivery of cargo after 120 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. | 93. Reloading empty containers to remain for receiver's account at any port of discharge in Egypt. |
| 11. Devanning at final destination at Receivers' risks and expenses, to be effected within 10 hours from date of arrival of trailer. Thereafter demurrage will be US\$ 145 per 20' and US\$ 290 per 40' per day to be collected from Receivers otherwise payable upon presentation of adequate waybill by Shipper. | 129. On top of the free out expenses, loading/discharging containers full to/from truck are at Receivers' risks and expenses. |
| | 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, |

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	28 APR 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
OWC8QN1MA
BILL OF LADING NUMBER
LMM0305475

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SANTOS EXPRESS	CALLAO	ALEXANDRIA			
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
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"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"

PREPAID CHARGES:
BUNKER SURCHARGE NOS: USD 756.00
EXPORT DECLARATION SURCHARGE: USD 27.00
OCEAN FREIGHT ALL IN: USD 5,110.00
COLLECT CHARGES:

Shipped on Board SANTOS EXPRESS 28-APR-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 3 17960.000 4640 50.000
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

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 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.

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.

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.

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 (<https://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.

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 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

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Continued From Previous Sheet Sheet 3 of 3
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ADDITIONAL CLAUSES

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

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 or Goods (for non-containerized cargo) as processing and administrative fees. This fee shall also be applicable in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier, or the weight declared to the Carrier (for non-containerized cargo), and the weight declared by the Shipper in his shipping instruction or otherwise weighted during the Carriage.

367. Carrier draw Merchant's attention to the fact that as per Egyptian New Customs Law No. 207 for the year 2020, published in the Egyptian Official Gazette on Nov. 11, 2020, cargo shall be auctioned by Customs without any notice if Merchant fails to take delivery within 1(one) month from the date of discharge

368. Seal, Weight, number and description of goods as declared by shipper. Container(s) delivered to sea carrier loaded, counted, stowed, locked and sealed by shipper. Carrier having no adequate means for checking same and ship having to sail immediately, Carrier is not responsible for any missing/excess in number of packages, shortage / excess in weight of contents and discrepancy of the goods and seal as declared by shipper. Preliminary Customs registration number for shipment bound to Egypt as declared by shipper. Any consequences of misdeclaration/discrepancy at shipper's risks and expenses

369. All local charges generating in Peru are to be paid by the Merchant to the agent and designated empty container depot, who render the services locally. All local charges are duly registered on the website <https://www.cma-cgm.com/local/peru/tariffs-local-charges>

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