

SHIPPER
 SAN MIGUEL FRUITS PERU S.A.
 RUC:20136222725
 AV.JAVIER PRADO ESTE 560,INTERIOR
 1801-A,SAN ISIDRO-LIMA-PERU
 CONTACTOS:CRISTIAN CERNA -
 ALEXANDRA GONZALES*

VOYAGE NUMBER
 OWC8UN1MA
 BILL OF LADING NUMBER
 LMM0307389

**DRAFT
 BILL OF LADING**

CONSIGNEE
 SARL ONFI
 RUE DES MARTYRES GUEROUAOU
 WILAYA DE BLIDA
 NIF: 01216098918848
 ALGER - ALGERIA

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify
 SARL ONFI
 RUE DES MARTYRES GUEROUAOU
 WILAYA DE BLIDA
 NIF: 01216098918848
 ALGER - ALGERIA

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

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*
GUAYAQUIL EXPRESS	CALLAO	GHAZAOUET	

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
CAIU5509076 SEAL 003PL017801 SEAL ABN700 SEAL G6493937 SEAL CM002254 SEAL F00526M	1 x 40RC	3840 BOXES	17160.000	4420	50.000
3840 BOXES WITH FRESH AVOCADO HASS VARIETY (3840 CAJAS CON PALTAS FRESCAS VARIEDAD HASS) THERMOREGISTERS: 260000323192 - 260000323212 TEMPERATURE: 6 C VENTILATION: CLOSED HUMIDITY: OFF P.A: 0804.40.00.00 HS CODE: 080440 EN CASO DE REQUERIR EL ESTADO DE CERTIFICACIÓN GLOBALG.A.P. CONSULTE EL ARCHIVO DE PACKING LIST PE-OPE-FO-093-ES FREIGHT PREPAID * TELEFONOS Y FAX:7307300 Continued on Next Sheet 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.
153. All expenses, including but not limited to overtime/drayage to stacking area if any, from ship's hold up to reloading of empties in ship's hold/deck are for Receiver's account.
180. Carrier draws Merchant s attention to the fact that as per Algerian national customs regulation n 79-07 and 98-10, cargo shall be auctioned by customs without any notice if Merchant fails to take delivery within 2 months and 21 days from the date of discharge.
194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the | York/Antwerp rules, 2004.
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.
241. Carrier is not responsible for any omission in regards to article 69 of applicable Algerian budget bill 2009 (published on Algerian bulletin n° 44) and the responsibility remains with the merchant/importer. Any fines, penalties levied against the carrier for non compliance with the above article and/or additional costs, including but not limited to storage, demurrage are for the account of the merchant.
249. As per National Algerian Customs Regulations, a full style name and address has to be indicated in |
|---|---|

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	12 MAY 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
OWC8UN1MA
BILL OF LADING NUMBER
LMM0307389

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING		
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VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
GUAYAQUIL EXPRESS	CALLAO	GHAZAOUET			
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

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

"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 GUAYAQUIL EXPRESS 12-MAY-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 17160.000 4420 50.000
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

<p>the consignee and/or notify party field of the bill of lading. Failing to provide this information will be subject to a penalty fixed by Customs and borne by the receiver.</p> <p>252. Demurrage payable by Merchant from date of discharge for reefer containers. First 5 days are free. From the 6th to the 11th day USD 55 per day per 20 ft and USD 110 per day per 40 ft. From the 12th day to the 30th day USD 100 per day per 20 ft and USD 200 per day per 40 ft. From the 31st day USD 120 per day per 20ft and USD 240 per day per 40ft.</p> <p>262. Free out conditions in all Algerian port.</p> <p>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.</p>	<p>320. Demurrage payable by merchant from date of discharge for special containers. First 15 days are free. From the 16th to the 40th day USD 33 per day per 20 ft and USD 66 per day per 40 ft. From the 41st day to the 60th day USD 51 per day per 20 ft and USD 102 per day per 40 ft. From the 61st day USD 67 per day per 20ft and USD 134 per day per 40ft. Payment must be done by the merchant within 90 days from date of discharge of containers</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 (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.</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 may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion.</p>
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Continued From Previous Sheet Sheet 3 of 3
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ADDITIONAL CLAUSES

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

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.

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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