

SHIPPER
 OCEANO SEAFOOD S.A.
 AV. MANUEL OLGUIN NRO. 211 INT. 4
 (TORRE OMEGA - PISO 4) LIMA
 LIMA – LIMA SANTIAGO DE SURCO
 , PERU

**DRAFT
 BILL OF LADING**

VOYAGE NUMBER
 OWCAMN1MA
 BILL OF LADING NUMBER
 LMM0338068

CONSIGNEE
 DAMM PRODUTOS ALIMENTICIOS LTDA
 R AMADOR BUENO, 294 CEP: 06.230-100
 - JARDIM PIRATININGA
 , OSASCO/SP – BRASIL
 TEL: 55-11-3099-9500 *
 CNPJ/CPF: 48897086000123

EXPORT REFERENCES



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
 DAMM PRODUTOS ALIMENTICIOS LTDA
 R AMADOR BUENO, 294 CEP: 06.230-100
 - JARDIM PIRATININGA
 , OSASCO/SP – BRASIL
 TEL: 55-11-3099-9500 **

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*
CARTAGENA EXPRESS	CALLAO, PERU	SANTOS, BRAZIL	

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
TRIU8857380 SEAL 003PL020385 SEAL G6530847 SEAL 0006361 SEAL ACH827 SEAL BFF0603 SEAL F90684P SEAL F90686P	1 x 40RH	2500 BOXES 2500 BOXES LULA CONGELADA EM PEDAÇOS (Dosidicus gigas) PESO NETO: 25,000.00 KG PESO BRUTO: 27,980.00 KG 2500 CAJAS FREIGHT PREPAID * EMAIL: depto.importacao@damm.com.br TAX ID: CNPJ: 48.897.086/0001-23 ** EMAIL: depto.importacao@damm.com.br TAX ID: CNPJ: 48.897.086/0001-23 Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of -18 degrees Celsius	27980.000	4590	50.000
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.
 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 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.
 233. Notwithstanding anything to the contrary in this bill of lading Merchant is advised and agrees that according to destination country law and practice the Carrier has no control on the cargo's release once discharged. Moreover Carrier has no interference on Consignee's decision to remove the cargo from one bonded terminal to another. Cargo is delivered through terminals to Receivers. This may be done without surrendering original bills of lading to the ship agent. In such case, the Carrier will not be responsible for any claim due to delivery of cargo without original bills of lading. Thus Shipper must ensure they are paid for their cargo prior to the beginning of the voyage.
 274. The Merchant is responsible for returning any empty container, with interior clean, free of any

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	08 DEC 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
OWCAMN1MA
BILL OF LADING NUMBER
LMM0338068

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*		
CARTAGENA EXPRESS	CALLAO, PERU	SANTOS, BRAZIL			
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

PREPAID CHARGES:
BUNKER SURCHARGE NOS: USD 630.00
EXPORT SERENITY CONTAINER GUAR: USD 25.00
PANAMA CANAL ADJUSTMENT FACTOR: USD 50.00
OCEAN FREIGHT ALL IN: USD 2,620.00
COLLECT CHARGES:
TERMINAL HANDL. CH DESTINATIO: BRL 900.00
DESTINAT.TERMINAL-INTL SHIP&PO: BRL 47.00
Shipped on Board CARTAGENA EXPRESS 08-DEC-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 27980.000 4590 50.000
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES	
<p>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>325. Terms and Conditions applicable for the use and return of Container at Brazilian ports of discharge, are available in Carrier website: http://www.cma-cgm.com/local/brasil/import-procedures and are duly registered in the 8th Documents Registry Notary Office in the city of Sao Paulo, under number 1497889 and are part of the Maritime Carriage Conditions set forth in the Bill of Lading terms and Conditions.</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</p>	<p>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. 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 or</p>

PLACE AND DATE OF ISSUE	LIMA	08 DEC 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
OWCAMN1MA
BILL OF LADING NUMBER
LMM0338068

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*		
CARTAGENA EXPRESS	CALLAO, PERU	SANTOS, BRAZIL			
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

Continued From Previous Sheet Sheet 3 of 3
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

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>

372. Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or related to the performance of the Carriage of the Goods with third parties, including but not limited to digital supply chain platforms.

PLACE AND DATE OF ISSUE	LIMA	08 DEC 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			