

SHIPPER
SAN MIGUEL FRUITS PERU S.A. RUC: 20136222725 AV. JAVIER PRADO ESTE N° 560, OFICINA 1801-A - SAN ISIDRO LIMA - PERU*

**DRAFT  
BILL OF LADING**

VOYAGE NUMBER
OHCASW1MA
BILL OF LADING NUMBER
LMM0343129

CONSIGNEE
COMERCIALIZADORA MEXICO AMERICANA S. DE R.L. DE C.V. AV. NEXTENGO NO. 78 COL. SANTA CRUZ ACAYUCAN, AZCAPOTZALCO C.P. 02770, CIUDAD DE MEXICO. MEXICO CMA9109119L0

EXPORT REFERENCES
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NOTIFY PARTY, Carrier not to be responsible for failure to notify
COMERCIALIZADORA MEXICO AMERICANA, S DE R.L. DE C.V. AV. DE LA LUZ NO. 34, FRACC. PARQUE INDUSTRIAL LA LUZ, CUAUTITLAN IZCALLI, CIUDAD DE MEXICO, C.P. 54830***

**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
		MEXICO CITY	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
XIN MEI ZHOU	CALLAO, PE	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	TARE	MEASUREMENT
			CARGO		
			KGS	KGS	CBM
TTNU8474030 SEAL F10089M SEAL G6549680 SEAL 003PL021424 SEAL 252076 SEAL ACQ041 SEAL CM028371	1 x 40RH	2280 BOXES	20150.000	4640	50.000
2280 BOXES WITH FRESH GRAPES SUPERIOR VARIETY (2280 CAJAS CON UVAS FRESCAS VARIEDAD SUPERIOR)  PO: 9100019057 HS CODE: 0806.10.00.00 THERMOREGISTERS: JHJYA02P80 / A8DVN5 TEMPERATURE: 0.0 C VENTILATION: 15 CBM HUMIDITY: OFF COLD TREATMENT  FREIGHT COLLECT  "SE EMBARCA UVAS EN 20 PALLETS CHEP B4840A" EN CASO DE REQUERIR EL ESTADO DE CERTIFICACIÓN GLOBALG.A.P. CONSULTE EL ARCHIVO DE PACKING LIST PE-OPE-FO-093-ES  * 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	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.
5. FCL	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.
77. THC at destination payable by Merchant as per line/port tariff	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.
91. Ground rent/storages/power supply/monitoring costs at port of discharge for Merchant s account according to port rates.	223. Maximum payload to transit across Mexican territories (Carrier and Merchant haulage) shall be as per applicable Mexican law / regulations. Any fine, penalty and/or extra cost that may be incurred as a result of not strictly complying with applicable Mexican regulations will be for Merchant account. CMA CGM, its agents, sub-contractors and/or servants shall in no events be liable for the payment of above
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.	
134. Terminos de linea / liner terms from ship's tackle to ship's tackle	
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.	

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	09 JAN 2022	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

Table with 2 columns: Field Name, Value. Fields include VOYAGE NUMBER (OHCASW1MA), BILL OF LADING NUMBER (LMM0343129).

Main header table with 4 columns: PRE CARRIAGE BY\*, PLACE OF RECEIPT\*, FREIGHT TO BE PAID AT, NUMBER OF ORIGINAL BILLS OF LADING. Includes sub-headers for VESSEL, PORT OF LOADING, PORT OF DISCHARGE, and FINAL PLACE OF DELIVERY\*.

MARKS AND NOS CONTAINER AND SEALS, NO AND KIND OF PACKAGES, DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER, GROSS WEIGHT CARGO, TARE, MEASUREMENT. Includes contact info for CTC: CRISTIAN CERNA - ALEXANDRA GONZALES and a disclaimer about cargo temperature.

Weight in Kgs Total: 1 CONTAINER(S) Continued From Previous Sheet Sheet 2 of 3 20150.000 4640 50.000 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

designed charges 225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading on the deck of any vessel... 274. The Merchant is responsible for returning any empty container... 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...

Table with 2 columns: Field Name, Value. Fields include PLACE AND DATE OF ISSUE (LIMA, 09 JAN 2022), SIGNED FOR THE SHIPPER, and SIGNED FOR THE CARRIER (CMA CGM S.A.).



# DRAFT BILL OF LADING

VOYAGE NUMBER
0HCASW1MA
BILL OF LADING NUMBER
LMM0343129

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING		
		MEXICO CITY	ZERO (0)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
XIN MEI ZHOU	CALLAO, PE	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

Continued From Previous Sheet 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 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>

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	09 JAN 2022	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			