

Shipper WESTFALIA FRUIT PERU SAC RUC: 20600876491 AV. ALFREDO BENAVIDES NRO. 768 INT. P6. MIRAFLORES - LIMA TEL.: +51 1243 7840 / FAX: +51 1243 7840 *		Booking No. 914384442
Consignee DAVID OPPENHEIMER CO. (WC) 1071 E. 233RD STREET, SUITE #2 CARSON CA, 90745-6206 - USA Attn: Mr. Neil Earnshaw PHONE: 310-834-1663 / 310-952-4980 MAIL: wcops@oppy.com		Export references Svc Contract
Notify Party (see clause 22) J&K FRESH LLC 2101 EL SEGUNDO BLVD, SUITE 203 EL SEGUNDO, CA 90245 ATTN: ROBERT LEE PHONE: 310-419-8770- FAX: 310-419-8791/8790 EMAIL: WCOPS@OPPY.COM**		This contract is subject to the terms and conditions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Sealand Americas Bill of Lading (available from the carrier, its agents and at https://terms.sealandmaersk.com/americas/carriage), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorised agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the Carrier's negligence.
Vessel POLAR COSTA RICA		Voyage No. 224N
Port of Loading Callao		Port of Discharge Port Hueneme
Place of Receipt. Applicable only when document used as Multimodal Waybill		
Place of Delivery. Applicable only when document used as Multimodal Transport B/L. (see clause 1)		
Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)		

PARTICULARS FURNISHED BY SHIPPER


Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No. 1 Container Said to Contain 1400 BOX 1400 BOXES WITH FRESH MANDARINS VARIETY W.MURCOTT (1400 CAJAS CON MANDARINAS FRESCAS VARIEDAD W.MURCOTT) P.A.: 0805.29.90.00 HS CODE: 080529 TH: 6778226 6778137 *CONTACT: GLORIA FIGUEROA FIGUEROA CORREO: gloria.figueroa@westfaliafruit.com **ROBERT@JKFRESH.COM; OPPYDOCS@JKFRESH.COM	Weight 23500.000 KGS	Measurement
Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.		

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Bunker Adjustment Factor	959.00	Per Container	USD		959.00
Basic Ocean Freight	7388.00	Per Container	USD		7388.00
Cold Treatment Service	1000.00	Per Container	USD		1000.00
Documentation fee - Destination	50.00	Per Documentation Fee	USD		50.00
Terminal Handling Service - Destination	650.00	Per Container	USD		650.00
Low Sulphur Surcharge	76.00	Per Container	USD		76.00
Documentation Fee - Origin	55.00	Per Documentation Fee	USD	55.00	
Terminal Handling Service - Origin	90.00	Per Container	USD	90.00	

Carrier's Receipt. Total number of containers or packages received by Carrier. 1 container	Place of Issue of Waybill Lima Peru	Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"
Shipped on Board Date (Local Time) 2022-06-25	Date Issue of Waybill 2022-06-29	
Declared Value Charges (see clause 7.3 of the Sealand Americas Bill of Lading) for Declared Value of US\$		

Forwarder
 WESTFALIA FRUIT PERU S.A.C.
 AV ALFREDO BENAVIDES 768 INT 6PS
 LIMA

Signed by the Carrier Maersk A/S trading as Sealand Americas


 Maersk Line Peru S.A.C.
 As Agent(s)

SUDU8026905 ML-PE0648770 40 REEF 9'6 1400 BOX 23500.000 KGS

Temperature: 0.0 C

Shipper Seal : 297102

Customs Seal : 003PL023714

SHIPPER'S LOAD, STOW, WEIGHT AND COUNT

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"Goods carried under this transport document are subject to cold treatment for which a fee is being charged. For such Goods, Carrier undertakes to exercise due diligence to provide properly approved containers and temperature measuring and recording devices.

Carrier reserves the right to retain the Goods inside the Container:

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- (ii) at destination; if at the time of arrival at the port of destination, the sterilization period is due to be completed within a maximum of four days.

Carrier reserves the right to re-start the cold treatment protocol during carriage at its discretion when there is sufficient time to finalize the protocol within a maximum of four days after the arrival of the last vessel, according to the transport plan, to the port of destination.

Carrier reserves the right to change the set temperature in the Container to ensure the timely completion of the cold treatment protocol.

If the Carrier is not able to complete cold treatment of the Goods in accordance with the above, the Merchants remedy (to the exclusion of any other) is, that:

- (i) if the Merchant chooses to complete cold treatment after delivery of the Goods by the Carrier; the Carrier will waive any detention, demurrage and/or storage costs for up to five (5) days; or
- (ii) if the Merchant decides to divert the Goods to a new destination where cold treatment

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
USDA Inspection Charge	237.00	Per Container	USD		237.00
USD			USD	145.00	10360.00

is not required; (a) the Carrier will waive the change of destination charge and freight to such new destination; and (b) the Carrier will compensate the Merchant for the difference in value of the Goods at the original destination and the destination chosen under this item (ii) (values to be determined with reference to relevant source for sound market value of the particular commodity as determined at the discretion of the Carrier).

Merchant agrees to hold harmless and indemnify Carrier for any and all consequences arising from or out of Goods being carried at an agreed temperature lower than the optimal carriage temperature for the goods."

Freight Collect.
CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

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Forwarder WESTFALIA FRUIT PERU S.A.C. AV ALFREDO BENAVIDES 768 INT 6PS LIMA	Signed by the Carrier Maersk A/S trading as Sealand Americas
Maersk Line Peru S.A.C. As Agent(s)	

SUDU8026905 ML-PE0648770 40 REEF 9'6 1400 BOX 23500.000 KGS

Temperature: 0.0 C

Shipper Seal : 297102

Customs Seal : 003PL023714

SHIPPERS LOAD, STOW, WEIGHT AND COUNT

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Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
USDA Inspection Charge	237.00	Per Container	USD		237.00
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Freight Collect.

CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

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Notify Party (see clause 22) J&K FRESH LLC 2101 EL SEGUNDO BLVD, SUITE 203 EL SEGUNDO, CA 90245 ATTN: ROBERT LEE PHONE: 310-419-8770- FAX: 310-419-8791/8790 EMAIL: WCOPS@OPPY.COM**		This contract is subject to the terms and conditions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Sealand Americas Bill of Lading (available from the carrier, its agents and at https://terms.sealandmaersk.com/americas/carriage), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorised agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the Carrier's negligence.	
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PARTICULARS FURNISHED BY SHIPPER			

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 WESTFALIA FRUIT PERU S.A.C.
 AV ALFREDO BENAVIDES 768 INT 6PS
 LIMA

Signed by the Carrier Maersk A/S trading as Sealand Americas

Maersk Line Peru S.A.C.
 As Agent(s)

SUDU8026905 ML-PE0648770 40 REEF 9'6 1400 BOX 23500.000 KGS

Temperature: 0.0 C

Shipper Seal : 297102

Customs Seal : 003PL023714

SHIPPER'S LOAD, STOW, WEIGHT AND COUNT

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Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
USDA Inspection Charge	237.00	Per Container	USD		237.00
USD			USD	145.00	10360.00

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Merchant agrees to hold harmless and indemnify Carrier for any and all consequences arising from or out of Goods being carried at an agreed temperature lower than the optimal carriage temperature for the goods."

Freight Collect.

CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

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CY/CY

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