

SHIPPER
AGRO VICTORIA S.A.C. CAL. ASUNCION NRO. 125 LIMA - LIMA - MIRAFLORES - PERU TLF. (51-1) 715-1010
CONSIGNEE
FRANK DONIO, INC. 692 EGG HARBOR ROAD HAMMONTON, NJ 08037 USA CONTACT: SCOTT CANNETO SCOTTCANNETO@DONIO.COM
NOTIFY PARTY, Carrier not to be responsible for failure to notify
J&K FRESH EAST 399 MARKET STREET, SUITE 220 PHILADELPHIA, PA 19106 USA DOCS@JKFRESHEAST.COM

DRAFT
WAYBILL
NON NEGOTIABLE

VOYAGE NUMBER
OWC1WN1MA
WAYBILL NUMBER
LMM0244338

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

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBILLS
		VIRGINIA BEACH, VA	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
CMA CGM NIAGARA	CALLAO	PHILADELPHIA, PA	

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
TTNU8637420 SEAL 003PL005056 SEAL F9081989 SEAL 017116	1 x 40RC	1800 BOXES	17300.000	4330	50.000
FCL\FCL		1800 BOXES OF 8.2KG WITH FRESH GRAPES SUGRAONE IN 20 PALLETS HS CODE: 0806100000 THERMOREGISTERS: 100180119214 / 100180119232 TEMPERATURE: -1°C VENTILATION: CLOSED HUMIDITY: OFF COLD TREATMENT FREIGHT COLLECT			
Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of -1 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"					
Continued on Next Sheet Sheet 1 of 2 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.					

ADDITIONAL CLAUSES

<p>4. Cargo at port is at merchant risk, expenses and responsibility</p> <p>5. FCL</p> <p>77. THC at destination payable by consignees as per line/port tariff</p> <p>91. Ground rent/storages/power supply/monitoring costs at port of discharge for Receiver's account according to port rates.</p> <p>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.</p> <p>191. Unless the value of cargo is declared on the face of this bill of lading or waybill in the conditions set for on the reverse, limitation of liability in respect of loss or damage to goods shall not exceed US\$ 500 per package, or customary freight unit if goods are not shipped in package.</p> <p>194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.</p> <p>214. U.S. demurrage and detention conditions are billed per CMA-CGM (America)'s U.S. tariff or service</p>	<p>contracts filed with the FMC</p> <p>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.</p> <p>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.</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</p>
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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 by the Merchant for carriage, subject to all the terms hereof (including the terms on page one) and tariff for the relevant trade, from the place of receipt or the port of loading, whichever applicable, to the port of discharge or place of delivery, whichever applicable. This Waybill is deemed to be a contract of carriage as defined in Article I (b) of the Hague Rules and Hague Visby Rules although this is not a document of title to the Goods.

DELIVERY will only be made on Payment of all Freight and Charges and to the named Consignee or any third party nominated by the Consignee by written instruction to the Carrier or his Agent, unless the Shipper instructs otherwise prior to delivery. The rights and liabilities arising according to the terms hereof shall (without prejudice to any rule of common law and status) become binding between the Carrier and Consignee as if this agreement has been made between them and the Shipper guarantees on reception of this Waybill that he has accepted it on his own behalf, on behalf of the Consignee and the Owner of the Goods, and warrants that he has authority to do so.

All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Waybill 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.

This Waybill is issued subject to the C.M.I Uniform Rules for Sea Waybills.
(OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)

PLACE AND DATE OF ISSUE	LIMA	19 DEC 2018	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
WAYBILL
NON NEGOTIABLE

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OWC1WN1MA
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LMM0244338

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			KGS	KGS	CBM

COLLECT CHARGES:

BASIC FREIGHT: USD 3,522.00
EMERGENCY BUNKER SURCHARGE, EB: USD 170.00
SCANNING BY CUSTOMS, INCL OTHE: USD 0.00
IMPORT DOCUMENTATION FEES: USD 0.00
GEN-SET PARTICIPATION: USD 118.00

Shipped on Board CMA CGM NIAGARA 19-DEC-2018 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 2 17300.000 4330 50.000
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

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.

315. Following to the slow down / lock out affecting the US west coast ports, cargo may be discharged in an alternative port without notice - subject to availability - or be on forwarded to the intended port of destination. All additional costs, including but not limited to storage, demurrage, at the alternative port, or extra on forwarding freight shall be for Merchant's account and payable prior to delivery.

337. This Waybill is governed by the Terms and Conditions available on the CMA CGM website (<http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses>) which the Merchant has read and accepted. The carrier is entitled to deliver the cargo to the Consignee, after payment of any outstanding Freight, on provision of proper proof of identity without the need to produce or surrender a copy of this Sea Waybill.

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