

SHIPPER  
 WESTFALIA FRUIT PERU SAC  
 RUC 20600876491  
 AV. ALFREDO BENAVIDES NRO. 768  
 INT. P6. MIRAFLORES - LIMA  
 TEL.: +51 1 243 7840 /  
 FAX: +51 1 243 7840 \*

VOYAGE NUMBER  
 OMH8EW1MA  
 BILL OF LADING NUMBER  
 LMM0313091

**DRAFT  
 BILL OF LADING**

CONSIGNEE  
 UNION CO, LTD.  
 MIYUKI BLDG 7F 44 AKASHI-CHOU,  
 CHUO-KU KOBE, JAPAN 650-0037  
 PHONE #: + (81) 78-392-4933  
 FAX #: + (81) 78-392-4952 \*\*

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify  
 UNION CO, LTD.  
 5F, HULIC KOBUNACHO BLDG  
 8-1 NIHONBASHIKOBUNACHO,  
 CHUO-KU TOKYO, JAPAN 103-0024  
 PHONE #: +(81) 3-6667-8153 /  
 FAX #: +(81) 3-6667-8163 \*\*\*

**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 |
|                  |                   | LIMA                  | THREE (3)                          |
| VESSEL           | PORT OF LOADING   | PORT OF DISCHARGE     | FINAL PLACE OF DELIVERY*           |
| CMA CGM NIAGARA  | CALLAO            | YOKOHAMA              |                                    |

| MARKS AND NOS<br>CONTAINER AND SEALS  | NO AND KIND<br>OF PACKAGES | DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER<br>SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN   | GROSS WEIGHT<br>CARGO | TARE | MEASUREMENT |
|---|----------------------------|---|-----------------------|------|-------------|
|   |                            |   | KGS                   | KGS  | CBM         |
| CGMU6921432<br>SEAL 003PL018402<br>SEAL G6503738<br>SEAL ABR806<br>SEAL 268656<br>SEAL CM011024 | 1 x 40RC                   | 3200 BOXES<br><br>3200 BOXES WITH FRESH AVOCADO VARIETY HASS<br>(3200 CAJAS CON PALTA FRESCA VARIEDAD HASS)<br><br>PO# 71517 PA<br>HS CODE: 0804400000<br>THERMOREGISTERS:<br>6161910 / 6193400<br>VENTILATION: CLOSED<br>HUMIDITY: OFF<br>CONTROL ATMOSPHERE:<br>CO2: 5%<br>O2: 5%<br><br>FREIGHT PREPAID<br><br>* CONTACT: GLORIA FIGUEROA FIGUEROA<br>CORREO: gloria.figueroa@westfaliafruit.com<br>** Contact Person(s):<br>President: Tatsuya Ishiguro tatsuya@union-will.jp | 21160.000             | 4640 | 50.000      |
| Continued on Next Sheet      Sheet 1 of 2   |                            |   |                       |      |             |
| 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.  
 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.

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 | 28 JUN 2021 | SIGNED FOR THE CARRIER CMA CGM S.A.<br>BY CMA CGM Peru S.A.C.<br>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 (OMH8EW1MA), BILL OF LADING NUMBER (LMM0313091).

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\*.

Table with 6 columns: MARKS AND NOS, NO AND KIND OF PACKAGES, DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER, GROSS WEIGHT CARGO, TARE, MEASUREMENT. Units: KGS, KGS, CBM.

Tropical Dept.
MGR: Syuuhei Nakamoto nakamoto@union-will.jp Sales
Rep.: Motohiko Tosaka m-tosaka@union-will.jp
\*\*\* Contact Person(s): Tropical Dept.
MGR: ToshihiroAmiya amiya@union-will.jp
Sales Rep. Masatoshi Takagi
masatoshitakagi@unionwill.jp

Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of 5.5 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"

PREPAID CHARGES:
BUNKER SURCHARGE NOS: USD 230.00
EXPORT DECLARATION SURCHARGE: USD 32.00
ATMOSPHER CONTROL (CA): USD 1,500.00
OCEAN FREIGHT ALL IN: USD 2,590.00
COLLECT CHARGES:
TERMINAL HANDL. CH DESTINATIO: JPY 61,000.00
DAMAGE TO CONTAINER RISK SURCH: JPY 2,500.00

Shipped on Board CMA CGM NIAGARA 28-JUN-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 2 21160.000 4640 50.000
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

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...
358. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus...
366. The Merchant warrants that the particulars relating to the Goods have been checked and that such particulars are adequate and correct...
369. All local charges generating in Peru are to be paid by the Merchant to the agent and designated empty container depot...

PLACE AND DATE OF ISSUE LIMA 28 JUN 2021
SIGNED FOR THE SHIPPER
\*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING
SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Peru S.A.C. as agents for the carrier CMA CGM S. A.