

**NON-NEGOTIABLE WAYBILL**

SCAC SEAU

B/L No. SLN037144

Shipper AGRO VICTORIA S.A.C. CAL. ASUNCION NRO. 125 LIMA - LIMA - MIRAFLORES - PERU TLF. (51-1) 715-1010		Booking No. SLN037144	Export references Svc Contract 297823430
Consignee OAG GLOBAL INC. 7110 N. FRESNO ST., SUITE 120 FRESNO, CA 93720 PHONE: 559-261-4200 FAX: 559-261-4201 EMAIL: DOSC@OAGGLOBAL.COM		This contract is subject to the terms, conditions and exceptions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current SeaLand Bill of Lading (available from the Carrier, its agents and at terms.sealand.com/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.	
Notify Party (see clause 22) J&K FRESH EAST, DIV. OF 721 LOGISTICS, LLC. ATTN: BILL FAGAN 399 MARKET STREET, SUITE 220 PHILADELPHIA, PA 19106 TEL: 610-994-5060 FAX: 610-362-1201 EMAIL: DOCS@JKFRESHEAST.COM		Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)	
Vessel MERIDIAN	Voyage No. 825N	Place of Receipt. Applicable only when document used as Multimodal Waybill	
Port of Loading Callao	Port of Discharge Philadelphia	Place of Delivery. Applicable only when document used as Multimodal Transport B/L. (see clause 1)	

**PARTICULARS FURNISHED BY SHIPPER**

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No.	Weight	Measurement
1 Container Said to Contain 1800 BOXES  1800 BOXES OF 8.2KG WITH FRESH GRAPES SUGRAONE IN 20 PALLETS HS CODE: 0806100000 THERMOREGISTERS: 5034024577 / 5034024578 TEMPERATURE: -1 C VENTILATION: CLOSED HUMIDITY: OFF FREIGHT COLLECT COLD TREATMENT  MNBU0110043 ML-PE0379956 40 REEF 9'6 1800 BOXES 17000.000 KGS Temperature: -1.0 C Customs Seal : 003PL004479 Veterinarian Seal : 001057 "Goods carried under this transport document are subject to cold treatment for which a fee	17000.000 KGS	

Below freight details will not be part of Original Bill of Lading unless requested by customer

Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Basic Ocean Freight	7005.00	Per Container	USD		7005.00
Cold Treatment Service	900.00	Per Container	USD		900.00
Documentation fee - Destination	50.00	Per Documentation Fee	USD		50.00
Terminal Handling Service - Destination	530.00	Per Container	USD		530.00
Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit	
Basic Ocean Freight	Collect	OAG GLOBAL INC	33100996684	SeaLand Agency U.S.A., Inc - Miami CRC	
Cold Treatment Service	Collect	OAG GLOBAL INC	33100996684	SeaLand Agency U.S.A., Inc - Miami CRC	
Documentation fee - Destination	Collect				
Carrier's Receipt. Total number of containers or packages received by Carrier. 1 container	Place of Issue of Waybill Lima, Perú	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 )	Date Issue of Waybill				
Declared Value Charges (see clause 7.3 of the SeaLand Bill of Lading) for Declared Value of US\$	Signed for the Carrier Maersk Line A/S trading as SeaLand				

This transport document has one or more numbered pages

As Agent(s)

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:

(i) at origin; if between the time the container has been closed by the Merchant and 24 hours prior to the loading on the first vessel the temperature of the Goods has increased or is still out of the agreed protocol; and/or

(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:

Freight & Charges		Rate	Unit	Currency	Prepaid	Collect
Emergency Bunker Surcharge		80.00	Per Container	USD		80.00
Low Sulphur Surcharge		110.00	Per Container	USD		110.00
Documentation Fee - Origin		55.00	Per Documentation Fee	USD		55.00
Terminal Handling Service - Origin		140.00	Per Container	USD		140.00
Standard Bunker Adjustment Factor		730.00	Per Container	USD		730.00
USDA Inspection Charge		142.00	Per Container	USD		142.00
USD				USD		9742.00

  

Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit
Terminal Handling Service - Destination	Collect			
Emergency Bunker Surcharge	Collect	OAG GLOBAL INC	33100996684	SeaLand Agency U.S.A., Inc - Miami CRC
Low Sulphur Surcharge	Collect	OAG GLOBAL INC	33100996684	SeaLand Agency U.S.A., Inc - Miami CRC
Documentation Fee - Origin	Collect			
Terminal Handling Service - Origin	Collect			
Standard Bunker Adjustment Factor	Collect	OAG GLOBAL INC	33100996684	SeaLand Agency U.S.A., Inc - Miami CRC
USDA Inspection Charge	Collect	OAG GLOBAL INC	33100996684	SeaLand Agency U.S.A., Inc - Miami CRC

(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 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
Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit		