SHIPPER

AGRO VICTORIA S.A.C.
CAL. ASUNCION NRO. 125 LIMA -
LIMA - MIRAFLORES - PERU
TLF. (51-1) 715-1010

DRAFT
WAYBILL
NON NEGOTIABLE

VOYAGE NUMBER
0WC1WN1MA
WAYBILL NUMBER
LMM0243985

CONSIGNEE

CARL GOTTMANNS HANDELSMAATSCHAPPIJ
B.V
ESCUDOSTRAAT 12 XV BARENDRECHT
ZIP. CODE: 2991 - THE NETHERLANDS
PH: +31 180620722 FX: +31 180621424
EMAIL: DENNIS@GOTTMANN.NL *

NOTIFY PARTY, Carrier not to be responsible for failure to notify

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EXPORT REFERENCES

UNIMAR

CARRIER: CMA CGM Société Anonyme au Capital de 234 988 330 Euros
Head Office: 4, quai d'Arenc - 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
		ROTTERDAM	ZERO (0)
VESSEL	**PORT OF LOADING**	**PORT OF DISCHARGE**	**FINAL PLACE OF DELIVERY***
CMA CGM NIAGARA	CALLAO	ROTTERDAM	

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
			KGS	KGS	CBM
CGMU5293183	**1 x 40RH**	**2280 BOXES**	**20730.000**	**4610**	**50.000**
SEAL 003PL005014					
SEAL F9114800					
FCL/FCL		**2280 BOXES OF 8.2KG WITH FRESH GRAPES SUGRAONE IN 20 PALLETS**			
		HS CODE: 0806100000			
		THERMOREGISTERS:			
		5034024532 / 5034024531			
		TEMPERATURE: -1°C			
		VENTILATION: 15 CBM/HR			
		HUMIDITY: OFF			
		FREIGHT COLLECT			
		***CONTACT: DENNIS MOLENAAR**			
		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

4. Cargo at port is at merchant risk, expenses and responsibility

5. FCL

77. THC at destination payable by consignees as per line/port tariff

91. Ground rent/storages/power supply/monitoring costs at port of discharge for Receiver'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 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 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.

DRAFT
WAYBILL
NON NEGOTIABLE

VOYAGE NUMBER
0WC1WN1MA
WAYBILL NUMBER
LMM0243985

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VESSEL	**PORT OF LOADING**	**PORT OF DISCHARGE**	**FINAL PLACE OF DELIVERY***
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COLLECT CHARGES:
BASIC FREIGHT: USD 2,549.90
BUNKER SURCHARGE NOS: USD 1,034.00
REEFER CONSUMPTION SURCHARGE: USD 155.10
EMERGENCY BUNKER SURCHARGE, EB: USD 70.00
TERMINAL HANDL. CH DESTINATIO: EUR 310.00
TERMINAL HANDL CH ORIGIN: USD 60.00
CONTAINER INSPECTION FEES AND : EUR 40.00
LOW SULFUR SURCHARGE: USD 100.00
OCEAN CARRIER-INTL SHIP & PORT: USD 13.00
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 20730.000 4610 50.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

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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