

SHIPPER  
 EXPORTADORA CETUS S.A.C.  
 AV. LOS DIAMANTES MZA.  
 C LOTE. 7 Z.I. SEGUNDA ETAPA  
 (A ESPALDAS DE SEAFROST)  
 PIURA - PAITA - PAITA, PERU

**DRAFT  
 BILL OF LADING**

VOYAGE NUMBER  
 0MH6W1MA  
 BILL OF LADING NUMBER  
 LMM0287290B

CONSIGNEE  
 TSUJINO & CO., LTD  
 NO.12-6, TSUKIJI 1-CHOME,  
 CHUO-KU TOKYO, JAPAN  
 TAX ID : 8040001062326-0000  
 CONTACT NAME : TOMOHIRO SAEKI  
 PHONE NUMBER : +81-3-3545-0653

EXPORT REFERENCES  
 P-200-20E



NOTIFY PARTY, Carrier not to be responsible for failure to notify  
 TSUJINO & CO., LTD  
 NO.12-6, TSUKIJI 1-CHOME,  
 CHUO-KU TOKYO, JAPAN  
 TAX ID : 8040001062326-0000  
 CONTACT NAME : TOMOHIRO SAEKI  
 PHONE NUMBER : +81-3-3545-0653

**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 LISA MARIE	CALLAO, PERU	YOKOHAMA, JAPAN	TOKYO, JAPAN

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
CXRU1047121 SEAL 003PL015156 SEAL G6511474 SEAL ASA076 SEAL 044726SL SEAL 0005868	1 x 40RH	920 BAGS	19566.000	4710	50.000
FROZEN GIANT SQUID WINGS (DOSIDICUS GIGAS) NET WEIGHT: 18,400.00 KG GROSS WEIGHT: 19,566.00 KG 920 BAGS FREIGHT PREPAID					
Part Load Container(s) covered by BLs: LMM0287290A, LMM0287290B					
Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of -18 degrees Celsius Shipped on Board CMA CGM LISA MARIE 27-OCT-2020 CMA CGM Peru S.A.C. As agents for the Carrier					
Weight in Kgs Total: 1 CONTAINER(S)			Sheet 1 of 2	19566.000	4710 50.000
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.
- 125. The Line is only responsible for electrical power to the reefer unit when on board of the vessel. The Line cannot be kept responsible for malfunctioning of the reefer containers and eventual consequences including cargo damages. In case of malfunctioning of the reefer containers, the Line will endeavour to assist in repairing same, provided crew and spare parts are available for such work and weather permitting. In case such work is performed all expenses accrued on CMA CGM side including overtime expenses and including spare parts to be for Shipper account.
- 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.
- 285. Shipper own unit(s) not to be returned to the Carrier's agent.

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 27 OCT 2020  
 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 BILL OF LADING

VOYAGE NUMBER
0MH6IW1MA
BILL OF LADING NUMBER
LMM0287290B

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 LISA MARIE	CALLAO, PERU	YOKOHAMA, JAPAN	TOKYO, JAPAN		
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

Sheet 2 of 2

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

### ADDITIONAL CLAUSES

286. Carrier not liable for any damage arisen by technical failure of shipper own reefer container(s).

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 (<http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses>) which the Merchant has read and accepted. The delivery of the cargo carried under a Paperless Bill of Lading shall be made to the Consignee after the Paperless Bill of Lading has been surrendered to the Carrier on the eBusiness platform and after payment of any outstanding Freight and charges.

358. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion. Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge

port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof

PLACE AND DATE OF ISSUE	LIMA	27 OCT 2020	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			