DRAFT
WAYBILL
NON NEGOTIABLE

VOYAGE NUMBER
0IP0IR1PL
WAYBILL NUMBER
ERU0100465

SHIPPER

AGRICOLA CERRO PRIETO S.A.
CAL. DEAN VALDIVIA 111 INT. 1002
SAN ISIDRO - LIMA - PERU
RUC 20461642706 PH 5116193900
ATT MARLENE GALLARDO AYLLON
MGALLARDO@AGRICOLACERROPRIETO.COM

CONSIGNEE

JAC. VANDENBERG, INC.
100 CORPORATE BLVD YONKERS NY 10701
MARY ANN CERVINI
PHONE #914-964-5900
SHIPMENTS@JACVANDENBERG.COM

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

J&K FRESH, LLC
2101 EL SEGUNDO BLVD, SUITE 203
EL SEGUNDO, CA 90245
CONTACT PERSON: RAYMOND KEFFER
PHONE #310-419-8770

EXPORT REFERENCES

CT

APL

CARRIER: APL Co. Pte Ltd
Head Office: #14-01 The Metropolis, Tower 1
9 North Buona Vista Drive, Singapore 138588
Tel: (65) 6278 9000 - Fax: (65) 6278 4900

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBILLS
		NASHVILLE, TN	ZERO (0)
VESSEL	**PORT OF LOADING**	**PORT OF DISCHARGE**	**FINAL PLACE OF DELIVERY***
MIZAR	PAITA	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 CARGO	TARE	MEASUREMENT
			KGS	KGS	CBM
CXRU1359032	1 x 40RH	1700 BOXES	14791.100	4530	50.000
SEAL 002BO029336					
SEAL F9065557					
THERMOREGISTRES:		FRESH GRAPES / UVAS FRESCAS			
FH61W00QS0		P.A. 0806.10.00.00			
5034021328		NET WEIGHT: 13,940.00 KG			
		Temperature set at: -1 C			
		Ventilation: CLOSED			
		Humidity: OFF			
		Cold Treatment			
		Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of -1 degrees Celsius			
		Shipped on Board MIZAR 12-DEC-2018 CMA CGM CHILE S.A. As agents for the Carrier			
Weight in Kgs Total: 1 CONTAINER(S)		Sheet 1 of 1	14791.100	4530	50.000

SHIPPERS DECLARED VALUE
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND THE CARRIER'S B/L TERMS & CONDITIONS

ADDITIONAL CLAUSES

Cargo at port is at merchant risk, expenses and responsibility

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.

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 liquidate 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.

Demurrage and/or detention shall be calculated and paid as per general tariff available on the web site www.apl.com, or in any of APL 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. U.S. demurrage and detention conditions are billed per APL (America)'s U.S. tariff or service contracts filed with the FMC

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

Ground rent/storages/power supply/monitoring costs at port of discharge for Receiver's account according to port rates.

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.

For any amendment in BL data it has to resubmit the SI through APL website or EDI with necessary amendment as because amendment request by phone and email are not acceptable (Amendment charge applicable if amendment request comes after filed the manifest)

For Freight and applicable charges payment at the third country- it must mention in the BL description field during SI submission about the third coutry name and payment party details with marked as- Freight Collect (Cross Payment Fee will be charged on top of freight charges and other surcharges for payment to APL at the third country)

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 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.
LAW AND JURISDICTION
i) Governing Law Insofar as anything has not been dealt with by the terms and conditions of this Bill of Lading, Singapore law shall apply. Singapore law shall in any event apply in interpreting the terms and conditions hereof.
ii) Jurisdiction All disputes relating to this Bill of Lading shall be determined by the Courts of Singapore to the exclusion of the jurisdiction of the courts of any other country provided always that the Carrier may in its absolute and sole discretion invoke or voluntarily submit to the jurisdiction of the Courts of any other country which, but for the terms of this Bill of Lading, could properly assume jurisdiction to hear and determine such disputes, but shall not constitute a waiver of the terms of this provision in any other instance.
iii) Notwithstanding i) and ii), if Carriage includes Carriage to, from or through a port in the United States of America, the Merchant may refer any claim or dispute to the United States District Court for the Southern District of New York in accordance with the laws of the United States of America.
This Waybill is issued subject to the C.M.I Uniform Rules for Sea Waybills.
The contract evidenced by this Sea Waybill is subject to the terms, conditions, exceptions, limitations and liberties (including those relating to pre-carriage and on-carriage) set out in and incorporated by the Carrier's Bill of Lading. The terms of the Carrier's Applicable Tariff are incorporated herein.

PLACE AND DATE OF ISSUE LIMA 12 DEC 2018

SIGNED FOR THE SHIPPER

*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING

SIGNED FOR THE CARRIER APL Co. Pte Ltd
BY CMA CGM PERU S.A.C.
as agents for the carrier APL Co. Pte Ltd