

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

**DRAFT**  
**WAYBILL**  
**NON NEGOTIABLE**

VOYAGE NUMBER  
 OIP0LR1PL  
 WAYBILL NUMBER  
 ERU0101141

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

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify  
 J&K FRESH EAST  
 399 MARKET STREET, SUITE 220  
 PHILADELPHIA, PA 19106  
 CONTACT PERSON: BILL FAGAN  
 PHONE # 610-994-5060  
 BFAGAN@JKFRESHEAST.COM

**CARRIER:**

Head Office: 4, quai d'Arenic - 13002 Marseille - France  
 Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95

|                  |                   |                       |                             |
|------------------|-------------------|-----------------------|-----------------------------|
| 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*    |
| ALIOTH           | PAITA             | PHILADELPHIA, PA      |                             |

| 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 | TARE | MEASUREMENT |
|--|----------------------------|---|--------------|------|-------------|
|  |                            |   | CARGO        |      |             |
|  |                            |   | KGS          | KGS  | CBM         |
| CGMU9390900<br>SEAL 002B0029469<br>SEAL F9061818<br>SEAL SEN011232<br>THERMOREGISTRES:<br>FFC1W00M30<br>5034026537 | 1 x 40RH                   | 1800 BOXES<br><br>FRESH GRAPES / UVAS FRESCAS<br>VARIETY JACK SALUTE<br>P.A. 0806.10.00.00<br>NET WEIGHT: 14,760.00 KG<br>Temperature SET AT -1 C<br>Ventilation: CLOSED<br>Humidity: OFF<br><br>FREIGHT COLLECT<br><br>Cargo is stowed in a refrigerated container set<br>at the shipper's requested carrying temperature<br>of -1 degrees Celsius<br><br>PREPAID CHARGES:<br>COLLECT CHARGES:<br>BASIC FREIGHT: USD 4,130.00<br>EMERGENCY BUNKER SURCHARGE, EB: USD 170.00<br>COLD TREATMENT CHARGE SMARTCOO: USD 1,100.00<br><br>Continued on Next Sheet Sheet 1 of 2<br>ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE. | 16427.100    | 4610 | 50.000      |

**ADDITIONAL CLAUSES**

- Cargo at port is at merchant risk, expenses and responsibility
- 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.
- 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.
- 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 country 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 (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 1 (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 actions against Carrier under the contract of Carriage evidenced by this Waybill shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to any such action. Actions against the Merchant under the contract of Carriage evidenced by this Waybill may be brought before the "Tribunal de Commerce de MARSEILLE" or, in Carrier's sole discretion, in another court of competent jurisdiction.  
 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 | 02 JAN 2019 | 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<br>*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED<br>TRANSPORT BILL OF LADING |      |             |  |



**DRAFT  
WAYBILL  
NON NEGOTIABLE**

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|----------------|
| VOYAGE NUMBER  |
| OIP0LR1PL      |
| WAYBILL NUMBER |
| ERU0101141     |

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| ALIOTH                               |                            | PAITA   | PHILADELPHIA, PA      |                             |      |             |
| 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         |

SCANNING BY CUSTOMS, INCL OTHE: USD 142.00  
 ADDITIONAL DOCUMENT REQUEST: USD 2,133.44  
 ANCILLARY CHARGES, CARRIER: USD 30.00  
 Shipped on Board ALIOTH 02-JAN-2019 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      16427.100      4610      50.000  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

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