

SHIPPER  
 ECOSAC AGRICOLA S.A.C.  
 CAR. CHAPAIRA NRO. S-N CAS.  
 CHAPAIRA(FRENTE AL CASERIO  
 CHAPAIRA) PIURA - PIURA - CASTILLA  
 - PERU

**DRAFT  
 WAYBILL  
 NON NEGOTIABLE**

VOYAGE NUMBER  
 OCNOUR1MA  
 WAYBILL NUMBER  
 LMM0243163

CONSIGNEE  
 LTD C.F.F.  
 115088, RUSSIA, MOSCOW,  
 ST. UGRESHSKAYA, 2,  
 BUILDING 25, OFFICE 26

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify  
 TARGET LTD  
 198095, ST. PETERSBURG MARSHALA  
 GOVOROVA STR. 49, LIT. A 3 FLOOR,  
 RUSSIA, BUSINESS CENTER "BALTIYSKIY  
 PORT" ATTN: RAZBITNAYA OLGA  
 TEL: 7 812 677 98 40

**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 WAYBILLS
		SAINT PETERSBURG	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
JULIANA	PAITA	SAINT PETERSBURG	

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
CGMU5158347 SEAL 003PL004691 SEAL 002AQ016435 SEAL F9065748	1 x 40RH	2280 BOXES	20620.000	4570	50.000
FCL\FCL		FRESH GRAPES UVA DE MESA FRESCA 1 FCL 2280 BOXES OF FRESH GRAPES IN 20 PALLETS VARIETY IFG TEN HTS CODE: 0806.10  TR 01: A3FP9W TR 02: A3FP8Y  FREIGHT COLLECT TEMPERATURE: -1.0 C VENTILATION: CLOSED HUMIDITY: OFF  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 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.
- 136. The Line is not responsible for any damage or loss to the cargo or extra costs resulting from Customs inspections/sampling and/or Government regulations. Shipper, Consignee and holder of this bill of lading will each be fully responsible for any costs, fines or penalties incurred as a result of such inspections/sampling and/or Customs actions and/or Government regulations.
- 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.
- 231. If the container(s) supplied or on behalf of the Carrier are not collected by the Merchant or consigned to an alternative Merchant or re-exported under Shipper's instructions within 90 (ninety) days following the physical arrival of the container(s) at the port of destination, Shipper and Merchant jointly undertake to indemnify the carrier of the value of the container(s), and Carrier will consequently abandon and assign to

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 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 04 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
OCNOUR1MA
WAYBILL NUMBER
LMM0243163

PRE CARRIAGE BY*		PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBILLS		
			SAINT PETERSBURG	ZERO (0)		
VESSEL		PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
JULIANA		PAITA	SAINT PETERSBURG			
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

**THE CARGO UPON DISCHARGE INSOFAR AS THE  
REQUESTED SET TEMPERATURE HAS BEEN DULY  
MAINTAINED BY THE CARRIER"**

**Shipped on Board JULIANA 04-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      20620.000      4570      50.000  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

**ADDITIONAL CLAUSES**

Shipper and Merchant jointly all the consequences including financial risks related thereof.  
 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.  
 314. The Merchant represents and warrants that (i) they are fully allowed to conduct business transactions/shipments with Russia, (ii) the description of the commodity is true and accurate and fully complies with the Russia sanction regulations, including but not limited to the relevant European Union regulation(s) on restrictive measures against Russia, the U.S. Executive Order 13662 dated March, 24th 2014, as well as the Special Designated National and Blocked Persons List and the Sectorial Sanctions Identification List (SDNs and SSI lists published by the Office of Foreign Assets Control) of the United

States of America and the Decree of the Government of the Russian Federation n°778 of August, 7th 2014, as amended (iii) they shall maintain a process that ensures compliance with these requirements and keep records of same available on our first demand. In case of breach of any of the foregoing representations and warranties, CMA CGM may suspend or terminate the Contract of Carriage, at any time, without notice or indemnity. The Merchants will, at their own expenses, indemnify and hold CMA CGM, its affiliates, officers, directors, employees, agents and third-party sub-contractors, harmless from and against any expense, cost, claim, fine, loss, liability and legal expenses (including attorney's fees, court costs) arising out of or resulting from the acts or omissions of the Merchants' breaching the above representations and warranties.  
 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.

PLACE AND DATE OF ISSUE	LIMA	04 DEC 2018	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			