

SHIPPER
WESTFALIA FRUIT PERU SAC RUC 20600876491 AV. ALFREDO BENAVIDES NRO. 768 INT. P6. MIRAFLORES - LIMA TEL.: +51 1 243 7840 (*)

**DRAFT  
BILL OF LADING**

VOYAGE NUMBER
ODVFN1MA
BILL OF LADING NUMBER
LMM0414188

CONSIGNEE
UNION CO, LTD. KOBE MIYUKI BLDG 7F 44 AKASHI-CHOU, CHUO-KU KOBE, JAPAN 650-0037 PHONE #: + (81) 78-392-4933 FAX #: + (81) 78-392-4952 CONTACT PERSON(S): PRESIDENT: (**)

EXPORT REFERENCES
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NOTIFY PARTY, Carrier not to be responsible for failure to notify
UNION CO, LTD. 5F, HULIC KOBUNACHO BLDG 8-1 NIHONBASHIKOBUNACHO, CHUO-KU TOKYO, JAPAN 103-0024 PHONE #: +(81) 3-6667-8153 / FAX #: +(81) 3-6667-8163(***)

**CARRIER:** CMA CGM Société Anonyme au Capital de 234 988 330 Euros  
Head Office: 4, quai d'Arenic - 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*
OLIVIA I	PAITA, PERU	YOKOHAMA, 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
CGMU6917730 SEAL C6847149 SEAL AFJ817 SEAL CM099017 SEAL 011LA190059 SEAL 367801	1 x 40RC	3360 BOXES	22210.000	4640	50.000
TH: MANQNQ56FV MANQN0570V  3360 BOXES WITH FRESH AVOCADOS VARIETY HASS (3360 CAJAS CON PALTA FRESCAS VARIEDAD HASS) P.A.: 0804.40.00.00 HS CODE: 080440 THERMOGRAPHS: PO#: 77031 PA  (*) CONTACT: GLORIA FIGUEROA FIGUEROA CORREO: GLORIA.FIGUEROA@WESTFALIAFRUIT .COM (**) TATSUYA ISHIGURO TATSUYA@UNION-WILL.JP TROPICAL DEPT. MGR: SYUUEI NAKAMOTO					

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	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.
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.	
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	

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	14 JUN 2023	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			



# DRAFT BILL OF LADING

VOYAGE NUMBER
ODVFN1MA
BILL OF LADING NUMBER
LMM0414188

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*		
OLIVIA I	PAITA, PERU	YOKOHAMA, 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
			KGS	KGS	CBM

NAKAMOTO@UNION-WILL.JP  
SALES REP.: MOTOHIKO TOSAKA  
M-TOSAKA@UNION-WILL.JP  
(\*\*\*)  
CONTACT PERSON(S) :  
TROPICAL DEPT.  
MGR: TOSHIHIROAMIYA  
AMIYA@UNION-WILL.JP  
SALES REP. MASATOSHI TAKAGI  
MASATOSHITAKAGI  
@UNION-WILL.JP  
TOTAL PKGS 3360 PK

**FREIGHT PREPAID**  
"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"

Cargo is stowed in a refrigerated container set  
at the shipper's requested carrying temperature of  
6 degrees Celsius

Shipped on Board OLIVIA I 15-JUN-2023 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      22210.000      4640      50.000  
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

### ADDITIONAL CLAUSES

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

366. The Merchant warrants that the particulars relating to the Goods have been checked and that such particulars are adequate and correct. In case of failure of the Merchant to comply with such warranty, the Carrier shall be entitled to charge the Merchant at any time an amount of USD 2,000 per Container or Goods (for non-containerized cargo) as processing and administrative fees. This fee shall also be applicable in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier, or the

weight declared to the Carrier (for non-containerized cargo), and the weight declared by the Shipper in his shipping instruction or otherwise weighted during the Carriage.

369. All local charges generating in Peru are to be paid by the Merchant to the agent and designated empty container depot, who render the services locally. All local charges are duly registered on the website <https://www.cma-cgm.com/local/peru/tariffs-local-charges>

372. Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or related to the performance of the Carriage of the Goods with third parties, including but not limited to digital supply chain platforms.

374. Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods and the Container(s) listed in this Bill of Lading shall be destined and on-carried to Russian Federation territory or Republic of Belarus after unloading at port of discharge.

375. Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods listed in this Bill of Lading shall be stuffed and on-carried from the Russian Federation territory or Republic of Belarus before loading at port of loading.

PLACE AND DATE OF ISSUE	LIMA	14 JUN 2023	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			