SHIPPER

WESTFALIA FRUIT PERU SAC
RUC: 20600876491
AV. ALFREDO BENAVIDES NRO. 768 INT.
P6. MIRAFLORES - LIMA
TEL.: +51 1243 7840 /
FAX: +51 1243 7840 *

# DRAFT
# WAYBILL
# NON NEGOTIABLE

| VOYAGE NUMBER |
|---|
| 0DVFYN1MA |
| WAYBILL NUMBER |
| LMM0415008 |

CONSIGNEE

ITOCHU CORPORATION JAPAN ON BEHALF
OF DOLE JAPAN, INC.
2-5-1 KITA-AOAYOYAMA MINATO-KU
TOKYO JAPAN 107-8077
TEL: +81-3-3497-6907
FAX:+81-3-3497-6233**

EXPORT REFERENCES

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

ITOCHU CORPORATION JAPAN ON BEHALF
OF DOLE JAPAN, INC.
5-1, KITA-AOYAMA 2-CHOME
MINATO-KU, TOKYO 107-8077, JAPAN
TEL: +81-(0)3-3497-6262

CMA CGM

**CARRIER:** CMA CGM Société Anonyme au Capital de 234 988 330 Euros
Head Office: 4, quai d'Arenc - 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 |
|---|---|---|---|
| | | SINGAPORE | ZERO (0) |
| **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 |
| **CAIU5555744** | **1 x 40RC** | **3288 BOXES** | **22040.000** | **4420** | **50.000** |
| **SEAL C6845575** | | | | | |
| **SEAL AFI979** | | | | | |
| **SEAL CM099403** | | | | | |
| **SEAL 011LA190010** | | | | | |
| **SEAL 367690** | | **3288 BOXES WITH FRESH AVOCADOS VARIETY HASS** | | | |
| **TH:** | | **(3288 CAJAS CON PALTAS** | | | |
| **MAMQN04J6V** | | **FRESCAS VARIEDAD HASS)** | | | |
| **MAPQN029RV** | | **P.A. 0804.40.00.00** | | | |
| | | **THERMOGRAPHS:** | | | |
| | | **ELSEWHERE(PAGADERO EN SINGAPUR** | | | |
| | | **POR DOLE ASIA HOLDINGS PTE.LTD** | | | |
| | | ***CONTACT:** | | | |
| | | **GLORIA FIGUEROA** | | | |
| | | **FIGUEROA** | | | |
| | | **CORREO:** | | | |
| | | **GLORIA.FIGUEROA@** | | | |
| | | **WESTFALIAFRUIT.COM** | | | |
| | | ****TOKZJ-2_EC_IM@ITOCHU.CO.JP** | | | |
| | | **"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** | | | |

Continued on Next Sheet 

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.

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.

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.

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 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.
**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 | 14 JUN 2023 | 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 | | | |

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

# DRAFT
# WAYBILL
# NON NEGOTIABLE

| VOYAGE NUMBER |
|---|
| 0DVFYN1MA |
| WAYBILL NUMBER |
| LMM0415008 |

| PRE CARRIAGE BY* | PLACE OF RECEIPT* | FREIGHT TO BE PAID AT | NUMBER OF ORIGINAL WAYBILLS |
|---|---|---|---|
| | | SINGAPORE | ZERO (0) |
| **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 |

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

**PREPAID CHARGES:**
**COLLECT CHARGES:**
**BUNKER SURCHARGE NOS: USD 297.00**
**OCEAN FREIGHT ALL IN: USD 6,173.00**
**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 3 22040.000 4420 50.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

## ADDITIONAL CLAUSES

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.

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

PLACE AND DATE OF ISSUE LIMA 14 JUN 2023

SIGNED FOR THE SHIPPER

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SIGNED FOR THE CARRIER CMA CGM S.A.
BY CMA CGM Peru S.A.C.
as agents for the carrier CMA CGM S. A.

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Continued From Previous Sheet Sheet 3 of 3

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

## ADDITIONAL CLAUSES

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 SHIPPER

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BY CMA CGM Peru S.A.C.
as agents for the carrier CMA CGM S. A.