

		NON-NEGOTIABLE WAYBILL		SCAC SEAU
				B/L No. SLD982749
Shipper PLANTACIONES DEL SOL S.A.C. CALLE.TORRES PAZ NRO. 683, PISO 4 DPTO. 401, CHICLAYO, LAMBAYEQUE RUC: 20550858461 / TLF.: 074-233570 ATT.: LUIS JIMENEZ ZAPATA		Booking No. SLD982749		Svc Contract 297274680
Consignee Giumarra International Berry LLC 15651 Old Milky Way Escondido, CA 92027 PH.: (213) 627-2900 groweraccounting@giumarra.com		Export references		
Notify Party (see clause 22) J&K Fresh LLC 2101 E El Segundo Blvd Ste 203 El Segundo, CA 90245 PH.: (310) 419-8770 EMAIL: marie@jkgfresh.com		This contract is subject to the terms, conditions and exceptions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current SeaLand Bill of Lading (available from the Carrier, its agents and at terms.sealand.com/carriage), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorised agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the Carrier's negligence.		
Vessel SEALAND PHILADELPHIA		Voyage No. 813N		Place of Receipt. Applicable only when document used as Multimodal Waybill
Port of Loading Paita, Peru		Port of Discharge Los Angeles, CA, United States		Place of Delivery. Applicable only when document used as Multimodal Transport B/L. (see clause 1)

PARTICULARS FURNISHED BY SHIPPER

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No. 1 Container Said to Contain 5280 Box ARANDANOS FRESCOS FRESH BLUEBERRIES NET WEIGHT: 16,896.00 KG P.A. 0810.40.0000 TEMPERATURE: -0.5 C COLD TREATMENT VENTILATION: CLOSED CONTROLLED ATMOSPHERE: O2: 6 % / CO2 : 12 % HUMIDITY: OFF FLETE COLLECT TERMOREGISTRES: 5034021190 / 5034021191	Weight 19500.000 KGS	Measurement
--	-------------------------	-------------

Below freight details will not be part of Original Bill of Lading unless requested by customer
Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

Freight & Charges Basic Ocean Freight USDA Inspection Charge USD	Rate 6200.00 142.00	Unit Per Container Per Container	Currency USD USD USD	Prepaid	Collect 6200.00 142.00 6342.00
Charges Name Basic Ocean Freight	Prepaid/Collect Collect	Invoice Party GIUMARRA INTERNATIONAL BERRY LL		Collection Business Unit	

Carrier's Receipt. Total number of containers or packages received by Carrier. 1 container	Place of Issue of Waybill Lima, Perú	Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"
Shipped on Board Date (Local Time)	Date Issue of Waybill	
Declared Value Charges (see clause 7.3 of the SeaLand Bill of Lading) for Declared Value of US\$		

Signed for the Carrier Maersk Line A/S trading as SeaLand

MMAU1290819 ML-PE0377504 40 REEF 9'6 5280 Box 19500.000 KGS

Temperature: -0.5 C

Customs Seal : 002B0021695

Veterinarian Seal : 034876

Starcare Controlled Atmosphere Sea Transport Services

"Goods carried under this transport document are subject to cold treatment for which a fee is being charged. For such Goods, Carrier undertakes to exercise due diligence to provide properly approved containers and temperature measuring and recording devices.

Carrier reserves the right to retain the Goods inside the Container:

(i) at origin; if between the time the container has been closed by the Merchant and 24 hours prior to the loading on the first vessel the temperature of the Goods has increased or is still out of the agreed protocol; and/or

(ii) at destination; if at the time of arrival at the port of destination, the sterilization period is due to be completed within a maximum of four days.

Carrier reserves the right to re-start the cold treatment protocol during carriage at its discretion when there is sufficient time to finalize the protocol within a maximum of four days after the arrival of the last vessel, according to the transport plan, to the port of destination.

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Charges Name	Prepaid/Collect	Invoice Party		Collection Business Unit	

Carrier reserves the right to change the set temperature in the Container to ensure the timely completion of the cold treatment protocol.

If the Carrier is not able to complete cold treatment of the Goods in accordance with the above, the Merchants remedy (to the exclusion of any other) is, that:

- (i) if the Merchant choses to complete cold treatment after delivery of the Goods by the Carrier; the Carrier will waive any detention, demurrage and/or storage costs for up to five (5) days; or
- (ii) if the Merchant decides to divert the Goods to a new destination where cold treatment is not required; (a) the Carrier will waive the change of destination charge and freight to such new destination; and (b) the Carrier will compensate the Merchant for the difference in value of the Goods at the original destination and the destination chosen under this item
- (ii) (values to be determined with reference to relevant source for sound market value of the particular commodity as determined at the discretion of the Carrier).

Merchant agrees to hold harmless and indemnify Carrier for any and all consequences arising from or out of Goods being carried at an agreed temperature lower than the optimal carriage temperature for the goods."

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Charges Name	Prepaid/Collect	Invoice Party		Collection Business Unit	

Freight Collect.
CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Charges Name	Prepaid/Collect	Invoice Party	Collection Business Unit		