



**NON-NEGOTIABLE WAYBILL**

SCAC SEAU

B/L No. SLD999145

<b>Shipper</b> PLANTACIONES DEL SOL S.A.C. CALLE.TORRES PAZ NRO. 683, PISO 4 DTO. 401, CHICLAYO, LAMBAYEQUE RUC: 20550858461 - PH: 074 - 233570 ATT: LUIS JIMENEZ ZAPATA		<b>Booking No.</b> SLD999145
<b>Consignee</b> Giumarra International Berry LLC 15651 Old Milky Way. Escondido, CA 92027 ATT: GREGORY ATKINSON PH: (213) 627-2900 *		<b>Export references</b> Svc Contract 297274680
<b>Notify Party (see clause 22)</b> J&K Fresh LLC 2101 E El Segundo Blvd Ste 203, El Segundo, CA 90245. FAX: (310) 419-8770 ATT: Erik Patt - erik@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.
<b>Vessel</b> SEALAND PHILADELPHIA		<b>Voyage No.</b> 814N
<b>Port of Loading</b> Paita, Peru		<b>Port of Discharge</b> Los Angeles, CA, United States
Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)		Place of Receipt. Applicable only when document used as Multimodal Waybill
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.	Weight	Measurement
1 Container Said to Contain 5280 Box  081040 (CG) WITH FRESH BLUEBERRIES (CAJAS CON ARANDANOS FRESCOS) P.A. 0810 40 00 00 NET WEIGHT: 16,896 KG Temperature: -0.5 C CONTROLLED ATMOSPHERE: YES O2 6% , CO2 12% HUMIDITY: OFF VENTILATION: CLOSED Cold Treatment THERMOREGISTRES: FB8BM05C20 FB8BM05DC0  *groweraccounting@giumarra.com 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.	19500.000 KGS	

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Basic Ocean Freight	6200.00	Per Container	USD		6200.00
USDA Inspection Charge	142.00	Per Container	USD		142.00
USD			USD		6342.00

<b>Charges Name</b> Basic Ocean Freight USDA Inspection Charge	<b>Prepaid/Collect</b> Collect Collect	<b>Invoice Party</b> GIUMARRA INTERNATIONAL BE	<b>Customer Code</b> 33102566488	<b>Collection Business Unit</b> SeaLand Agency U.S.A., Inc - Miami CRC
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<b>Carrier's Receipt.</b> Total number of containers or packages received by Carrier. 1 container	<b>Place of Issue of Waybill</b> 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"  Signed for the Carrier Maersk Line A/S trading as SeaLand
<b>Shipped on Board Date ( Local Time )</b>	<b>Date Issue of Waybill</b>	
Declared Value Charges (see clause 7.3 of the SeaLand Bill of Lading) for Declared Value of US\$		

THERMOREGISTRES:  
 FB8BM05C20  
 FB8BM05DC0

MMAU1287477 ML-PE0377085 40 REEF 9'6 5280 Box 19500.000 KGS

Temperature: -0.5 C

Customs Seal : 002BO021690

Veterinarian Seal : 034880

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.

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

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.

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

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Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit		

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 Collect.  
CY/CY

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