

**NON-NEGOTIABLE WAYBILL**

SCAC SEAU

B/L No. SLN036250

Shipper PERU GRAPES S.A.C RUC: 20392916904 CARRETERA PIURA-CHAPIRA S/N, CASERIO RIO SECO, CASTILLA, PIURA PERU. CEL +51 950206 932 EMAIL: juan.tejero@perugrapes.pe		Booking No. SLN036250
Consignee SIERRA PRODUCE 145 N. Lemon ST., Orange CA 92866 USA Mr. Brian Groh EMAIL: briang@sierraproduce.com TELEFONO: 657-229-6100 FAX: 657-229-6151		Export references Svc Contract 297822938
Notify Party (see clause 22) J&K FRESH, LLC 2101 El Segundo Blvd., Suite 203, El Segundo, CA90245, USA. Erik Pratt / Robert Leehoy TELEFONO 310-419-8770 FAX 310-356-3588		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 GUAYAQUIL		Voyage No. 815N
Port of Loading Paita		Port of Discharge Los Angeles
		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. 1 Container Said to Contain 1939 Box 1939 BOXES VITIS VINIFERA / UVA DE MESA - SUGRAONE / FRESH GRAPES - SUGRAONE P.A: 0806.10.00.00 TEMPERATURE: -1.0C HUMIDITY: OFF COLD TREATMENT TERMOREGISTROS: FKR8C00ZV0 FKS8C00HR0 MNBU3987519 ML-PE0382001 40 REEF 9'6 1939 Box 22950.000 KGS 40.0000 CBM Temperature: -1.0 C Customs Seal : 003PL004614 Below freight details will not be part of Original Bill of Lading unless requested by customer <small>Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.</small>	Weight 22950.000 KGS	Measurement 40.0000 CBM
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Freight & Charges Basic Ocean Freight USDA Inspection Charge USD		Rate 5300.00 142.00	Unit Per Container Per Container	Currency USD USD USD	Prepaid	Collect 5300.00 142.00 5442.00
Charges Name Basic Ocean Freight USDA Inspection Charge	Prepaid/Collect Collect Collect	Invoice Party	Customer Code	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	Signed for the Carrier Maersk Line A/S trading as Sealand				
Declared Value Charges (see clause 7.3 of the SeaLand Bill of Lading) for Declared Value of US\$						

This transport document has one or more numbered pages

As Agent(s)

"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.

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

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

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 Collect.
CY/CY

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