

		NON-NEGOTIABLE WAYBILL		SCAC SEAU
				B/L No. SLN283084
Shipper SAN MIGUEL FRUITS PERU S.A. CAL. CHINCHON NRO. 1018, INT. 501 - SAN ISIDRO - LIMA - PERU RUC 20136222725 - PH 7307300 Cristian Cerna - Alexandra Gonzales		Booking No. SLN283084		
Consignee Fred Meyer Inc DBA Kroger 3800 SE 22nd. Ave.; Portland, OR 97202 Tel: 503 797-7944; Fax: 503 797-7878		Export references Svc Contract 297262474		
Notify Party (see clause 22) Geo. S. Bush & Company 600 NW Naito Parkway; Portland OR 97209 Tel (503)2731263 Fax (503)294-0432 Attn: Patricia Villalonga		This contract is subject to the terms and conditions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Sealand Americas Bill of Lading (available from the carrier, its agents and at https://terms.sealandmaersk.com/americas/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.		
		Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)		
Vessel SPIRIT OF MELBOURNE	Voyage No. 947N	Place of Receipt. Applicable only when document used as Multimodal Waybill		
Port of Loading Paita	Port of Discharge PHILADELPHIA, PA	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 1800 BOXES 0806100000 (CG) 1800 BOXES WITH FRESH GRAPES VARIETY SUGAR CRISP (1800 CAJAS CON UVAS FRESCAS VARIEDAD SUGAR CRISP) P.A. 0806.10.00.00 FDA: 14607087680 TEMPERATURE: -0.5 C COLD TREATMENT THERMOREGISTRES: 220000074282 220000074260 MNB03747610 ML-PE0402183 40 REEF 9'6 1800 BOXES 17260.000 KGS Temperature: -0.5 C	Weight 17260.000 KGS	Measurement
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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 Bunker Adjustment Factor Basic Ocean Freight Cold Treatment Service Environmental Fuel Fee		Rate 722.00 3278.00 1000.00 290.00	Unit Per Container Per Container Per Container Per Container	Currency USD USD USD USD	Prepaid	Collect 722.00 3278.00 1000.00 290.00
Charges Name Bunker Adjustment Factor Basic Ocean Freight Cold Treatment Service	Prepaid/Collect Collect Collect Collect	Invoice Party FRED MEYER INC FRED MEYER INC FRED MEYER INC	Customer Code 33148731590 33148731590 33148731590	Collection Business Unit SeaLand Agency U.S.A., Inc - Miami CRC SeaLand Agency U.S.A., Inc - Miami CRC SeaLand Agency U.S.A., Inc - Miami CRC		
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 Americas Bill of Lading) for Declared Value of US\$				
Declared Value Charges (see clause 7.3 of the Sealand Americas Bill of Lading) for Declared Value of US\$					Signed by the Carrier Maersk A/S trading as Sealand Americas	
This transport document has one or more numbered pages					As Agent(s)	

Customs Seal : 002BO055160

Veterinarian Seal : 018887

"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.

Freight & Charges		Rate	Unit	Currency	Prepaid	Collect
USDA Inspection Charge		190.00	Per Container	USD		190.00
USD				USD		5480.00
Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit		
Environmental Fuel Fee	Collect					
USDA Inspection Charge	Collect					

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 Collect.
 CY/CY

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