

Shipper PLANTACIONES DEL SOL SAC CAL.TORRES PAZ NRO. 683 PISO 4,DEP. 401, CHICLAYO - LAMBAYEQUE - PERU RUC 20550858461 / PH 074 - 233570 LUIS JIMENES ZAPATA - PH 954150922		Booking No. SLN286194	
Consignee SUN FRESH INTERNATIONAL, LLC 625 N. AKERS ST VISALIA, CA 93291 - USA PH: (559) 734-5550 FAX: (559) 734-5571		Export references Svc Contract 293148013	
Notify Party (see clause 22) J & K FRESH, LLC. 2101 EL SEGUNDO BOULEVARD SUITE 203 EL SEGUNDO, CA 90245 ATTN: RAYMOND KEFFER PH (310)4198770 / FX (310)4198787		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 <a href="https://terms.sealandmaersk.com/americas/carriage">https://terms.sealandmaersk.com/americas/carriage</a> ), 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 MERIDIAN		Voyage No. 948N	
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.	Weight	Measurement
1 Container Said to Contain 2160 BOXES  0806100000 (CG) 2160 BOXES WITH FRESH GRAPES VARIETY JACKS SALUTE (2160 CAJAS CON UVAS FRESCA VARIEDAD JACKS SALUTE) P.A. 0806.10.00.00 NET WEIGHT: 17,712.00 KG TEMPERATURE: 0 C  VENTILATION: CLOSED Cold Treatment  THERMOREGISTRES: GG8ZA04PH0 GGSZA02YF0	20212.000 KGS	

Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Basic Ocean Freight	3278.00	PER_CONTAINER	USD		3278.00
Bunker Adjustment Factor	722.00	PER_CONTAINER	USD		722.00
Cold Treatment Service	1000.00	PER_CONTAINER	USD		1000.00
USDA Inspection Charge	190.00	PER_CONTAINER	USD		190.00
<b>Total USD</b>			<b>USD</b>		<b>5190.00</b>

Carrier's Receipt. Total number of containers or packages received by Carrier. <b>1 container</b>	Place of Issue of Waybill Lima Peru	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\$		

Signed by the Carrier Maersk A/S trading as Sealand Americas

**Maersk Line Peru S.A.C.**  
As Agent(s)

MNBU4154749 ML-PE0411191 40 REEF 9'6 2160 BOXES 20212.000 KGS

Temperature: 0.0 C

Shipper Seal : 002BO050166

Customs Seal : SEN0094226

Veterinarian Seal : 0094226

"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 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

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

optimal carriage temperature for the goods."  
Freight Collect.  
CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect