

Shipper FEGURRI SOCIEDAD ANONIMA CERRADA - FEGURRI S.A.C. CAR. PANAMERICANA SUR CARRETERA PIURA - CHICLAYO KM. 981 OTR. CURAMORI (A 2 KM DEL PEAJE PIURA BAYOVAR) *		Booking No. SLN306233
Consignee HMC GROUP MARKETING 13138 SOUTH BETHEL AVE. KINGSBURY, CA 93631 USA 55-9897-6695 55-9897-6808 CONTACTO: JERRY HONGOLA		Export references Svc Contract 297893713
Notify Party (see clause 22) J&K FRESH LLC 2101 EL SEGUNDO BLVD. SUITE #203 EL SEGUNDO, CALIFORNIA 90245 310-419-8770 310 310 4198787 CONTACTO: PATTY TSCHAEPE		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 ALIOTH		Voyage No. 002N
Port of Loading Paita, Peru		Port of Discharge Los Angeles, CA, United States
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)
Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)		

**PARTICULARS FURNISHED BY SHIPPER**

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No.	Weight	Measurement
1 Container Said to Contain 2280 BOX  FRESH GRAPES / UVAS FRESCAS VARIETY CRIMSON / VARIEDAD CRIMSON P.A: 0806.10.00.00 TR 01: GHTYA04ZVO TR 02: GHWYA03WTO TEMPERATURE: -1.0??C VENTILATION: CLOSED  FREIGHT COLLECT COLD TREATMENT *PIURA - PIURA - CURA MORI **(610) 994-5060  FEGURRI	21323.000 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	807.00	PER_CONTAINER	USD		807.00
Cold Treatment Service	1000.00	PER_CONTAINER	USD		1000.00
USDA Inspection Charge	237.00	PER_CONTAINER	USD		237.00
<b>Total USD</b>			<b>USD</b>		<b>5322.00</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 ) 2020-01-14	Date Issue of Waybill 2020-01-16	
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)

MNBU3499005 ML-PE0402060 40 REEF 9'6 2280 BOX 21323.000 KGS

Temperature: -1.0 C

Shipper Seal : 123049

Customs Seal : 003PL011486

"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

		<b>NON-NEGOTIABLE WAYBILL</b>		SCAC SEAU
				B/L No. SLN306233
Shipper FEGURRI SOCIEDAD ANONIMA CERRADA - FEGURRI S.A.C. CAR. PANAMERICANA SUR CARRETERA PIURA - CHICLAYO KM. 981 OTR. CURAMORI (A 2 KM DEL PEAJE PIURA BAYOVAR) *		Booking No. SLN306233		
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<b>Total USD</b>			<b>USD</b>		<b>5322.00</b>

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

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

MNBU3499005 ML-PE0402060 40 REEF 9'6 2280 BOX 21323.000 KGS

Temperature: -1.0 C

Shipper Seal : 123049

Customs Seal : 003PL011486

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Freight Collect.  
CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

Shipper FEGURRI SOCIEDAD ANONIMA CERRADA - FEGURRI S.A.C. CAR. PANAMERICANA SUR CARRETERA PIURA - CHICLAYO KM. 981 OTR. CURAMORI (A 2 KM DEL PEAJE PIURA BAYOVAR) *		Booking No. SLN306233
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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)
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Maersk Line Peru S.A.C.  
As Agent(s)

MNBU3499005 ML-PE0402060 40 REEF 9'6 2280 BOX 21323.000 KGS

Temperature: -1.0 C

Shipper Seal : 123049

Customs Seal : 003PL011486

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Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

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Freight Collect.  
CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

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MNBU3499005 ML-PE0402060 40 REEF 9'6 2280 BOX 21323.000 KGS

Temperature: -1.0 C

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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

Freight Collect.  
CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

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Shipper Seal : 123049

Customs Seal : 003PL011486

"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 optimal carriage temperature for the goods."

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

Freight Collect.  
CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

Shipper FEGURRI SOCIEDAD ANONIMA CERRADA - FEGURRI S.A.C. CAR. PANAMERICANA SUR CARRETERA PIURA - CHICLAYO KM. 981 OTR. CURAMORI (A 2 KM DEL PEAJE PIURA BAYOVAR) *		Booking No. SLN306233
Consignee HMC GROUP MARKETING 13138 SOUTH BETHEL AVE. KINGSBURY, CA 93631 USA 55-9897-6695 55-9897-6808 CONTACTO: JERRY HONGOLA		Export references Svc Contract 297893713
Notify Party (see clause 22) J&K FRESH LLC 2101 EL SEGUNDO BLVD. SUITE #203 EL SEGUNDO, CALIFORNIA 90245 310-419-8770 310 310 4198787 CONTACTO: PATTY TSCHAEPE		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 ALIOTH		Voyage No. 002N
Port of Loading Paita, Peru		Port of Discharge 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 2280 BOX  FRESH GRAPES / UVAS FRESCAS VARIETY CRIMSON / VARIEDAD CRIMSON P.A: 0806.10.00.00 TR 01: GHTYA04ZV0 TR 02: GHWYA03WT0 TEMPERATURE: -1.0??C VENTILATION: CLOSED  FREIGHT COLLECT COLD TREATMENT *PIURA - PIURA - CURA MORI ** (610) 994-5060  FEGURRI	21323.000 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	807.00	PER_CONTAINER	USD		807.00
Cold Treatment Service	1000.00	PER_CONTAINER	USD		1000.00
USDA Inspection Charge	237.00	PER_CONTAINER	USD		237.00
<b>Total USD</b>			<b>USD</b>		<b>5322.00</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 ) 2020-01-14	Date Issue of Waybill 2020-01-16	
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)

MNBU3499005 ML-PE0402060 40 REEF 9'6 2280 BOX 21323.000 KGS

Temperature: -1.0 C

Shipper Seal : 123049

Customs Seal : 003PL011486

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(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