

**MEDITERRANEAN SHIPPING COMPANY S.A.**

("Carrier")
 MSC Agency Country: **PERU** City: **LIMA**
 Address: Av. Álvarez Calderón 185, 5to. Piso, San Isidro
 Tel.: +51 1 221 7561 email: **PER-info@msc.com**

BOOKING CONFIRMATION

Booking Number: **087LIM485341A** Date and Time: **12-07-2022**

SHIPPER / EXPORTER: OCEANO SEAFOOD S.A. Tel: 4297594 Fax:XXXXXXXXXX e-mail: XXXXXXXXXXXX	Nbr of Continuation Pages (if any): Page 1 of 3	Nbr of Reefers Pages (if any): Page 1 of 3
	B/L or Sea Waybill Number (if known): XXXXXXXXXXXX	Service Contract Number (if known): R08722020000052

CONSIGNEE (if known): IBERICA DE CONGELADOS, S.A LA RIOUXA, S/N - TEIS - - Tel: 34986213300 Fax:XXXXXXXXXXXX e-mail: XXXXXXXXXXXX	BOOKING PARTY (if different from Shipper/Exporter): PORT LOGISTICS S.A.C. - REEFER Tel.: Fax: e-mail:
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NOTIFY PARTY (if known): IBERICA DE CONGELADOS, S.A LA RIOUXA, S/N - TEIS Tel: 34986213300 Fax:XXXXXXXXXXXX e-mail: XXXXXXXXXXXX	SECOND NOTIFY (if known): XXXXXXXXXX Tel.: Fax: e-mail:
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EMPTY CONTAINER PICKUP LOCATION: XXXXXXXXXXXX	PICKUP DATE: XXXXXXXXXXXX	EARLIEST DATE FOR GOODS DROP-OFF: XXXXXXXXXXXX	LATEST DATE FOR GOODS DROP-OFF: XXXXXXXXXXXX
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PRE-CARRIAGE MODE OF TRANSPORT:	SHIPPING INSTRUCTIONS CLOSING DATE: XXXXXXXXXXXX
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PLACE OF RECEIPT (Combined Transport): XXXXXXXXXXXX	PORT OF LOADING: PAITA (Perú)	PORT OF DISCHARGE: FOS-SUR-MER,FRANCE	PLACE OF DELIVERY (Combined Transport): XXXXXXXXXXXX
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VESSEL & VOYAGE NO.: JEPESEN MAERSK 228N	E.T.D.: 23/07/2022	E.T.A.: 18/08/2022	ON-CARRIAGE MODE OF TRANSPORT: XXXXXXXXXXXX
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Full and complete details of Consignee and Notify Parties (full name, address, telephonenumber, email and fax if available) must be provided or delays may occur and extra costs and charges may be incurred. *Any Container(s) accepted/returned on dates other than agreed will be subject to be subject to detention/demurrage/storage/charges. The carrier reserves the right to cancel this booking should the Container(s) not be loaded/picked-up on the dates agreed.*

CARGO DESCRIPTION FURNISHED BY THE SHIPPER

Qty of Containers	Equipment Type	Description of Packages and Goods - Harmonised System (H.S.) Code (Continued on attached Continuation Page(s), if applicable)	Gross Cargo Weight	Measurement (always required for out of gauge cargo)
1	40' HC REEFER	<p>COMM1: POTA CRUDA CONGELADA P.A: 030743</p> <p>HS CODE: 030743</p> <p>Cargo condition: FCL/FCL</p> <p>Gate Out Empty: MEDLOG PAITA</p> <p>In Gate Full: TPE PAITA</p>	29,500.00 kg	29,500.00 kg

DECLARED VALUE: XXXXXXXXXX	DANGEROUS GOODS (YN): NO	TECHNICAL NAME: XXXXXXXXXX	IMO CLASS:	U.N. NUMBER:	FLASHPOINT:
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FREIGHT AND CHARGES: The Contract of Carriage includes the Freight and all the Local Charges <https://www.msc.com/per/contract-of-carriage/msc-peru-terms-conditions> (For major reference, please refer to Clause 4 in Page 3).

FRT PREPAID AS PER AGREEMENT

ELSEWHERE :
 COMPANY TO INVOICE :



MEDITERRANEAN SHIPPING COMPANY S.A.

BOOKING CONFIRMATION
Reefer Booking Page

Booking Number:
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TEMPERATURE

Size and Type: 40' HC REEFER	Operating (Y/N): YES	Setting Temperature in degrees Celcius: -18.00 °C
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SPECIAL REQUIREMENTS

Cold Treatment (Y/N): NO	Dehumidification (Y/N): if Yes, specify %: OFF	Controlled Atmosphere (Y/N): NO
Bulb Mode (Y/N): NO	Vent Setting (Open / Closed) if "Open" specify Cubic meters per Hour: CLOSED	Set Point Change (Y/N): XXXXXXXXXX
C02: XXXXXXXXXX	O2: XXXXXXXXXX	



MEDITERRANEAN SHIPPING COMPANY S.A.

BOOKING CONFIRMATION

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Terms and conditions of the Carrier's Bill of Lading or Sea Waybill
 ("Contract of Carriage" - available at <https://www.msc.com/che/contract-of-carriage>)
 apply as from the issuance of this Booking Confirmation as if incorporated by reference.

1) Parties and Contract Terms

This Booking Confirmation forms a contract between the Carrier and the Merchant as defined in the Contract of Carriage.

2) Description of Goods (see clauses 14 and 15 of the Contract of Carriage)

Should the description of the Goods provided at the time of booking or as amended be inaccurate, the Merchant is liable for all resulting increased charges, costs, expenses, losses and damages whatsoever.

3) Goods, Packing and Container Weights:

(a) Dangerous or hazardous Goods have been accepted by the Carrier in reliance of the Merchant's notice of their full and true nature. The Merchant's dangerous or hazardous goods declarations must be in the format required by all applicable regulations.

(b) Goods include any packaging and any packing materials used to secure the cargo in the Container. It is the Merchant's responsibility to ensure that packaging and packing materials, especially timber, comply with all applicable requirements and their import is permitted in the country of destination. The weight of packaging and packing must be included in the total weight declared for each Container.

(c) Incorrectly declared weights of Goods directly affect the safety of the Vessel and all persons involved in the transportation of the Goods and the Merchant must take care to properly evaluate the weight of the Goods.

(d) Overloaded Containers are not permitted to be carried by law and the Merchant must not exceed the maximum weight limit indicated on each Container. If the Merchant fails to comply with these provisions the Carrier reserves the right to deal with such Goods as it sees fit including but not limited to not loading the Goods, stopping Goods in transit, discharging at the next port and/or repacking them and levying extra charges, and the Merchant is strictly liable to indemnify the Carrier for all costs, losses, delays, damages, fines, increased charges and any other consequences whatsoever arising.

4) Freight and Charges

Freight and charges are based on the instructions provided at the date of this Booking Confirmation and may change if the shipper's instructions change. Unless otherwise agreed in advance, the applicable tariff for freight and charges for the Goods is the tariff in effect as at the date the Carrier takes possession of the Goods. The Carrier reserves the right to amend the freight and charges if the Carrier's tariff changes after the date hereof up until the Carrier takes possession of the Goods.

THE CONTRACT OF CARRIAGE INCLUDES THE FOLLOWING LOCAL CHARGES IN PERU : DESPACHO DOCUMENTARIO ; DESPACHO DE CONTENEDOR AND GATE IN/OUT, SUBJECT TO THE CARRIER'S TERMS AND CONDITIONS. (www.msc.com/per/contract-of-carriage/msc-peru-terms-conditions)

5) Use of Booking Agents

Where the Merchant uses a booking agent, the Merchant warrants that the booking agent has the authority to enter into this contract, receive original bills of lading and provide confirming instructions to the Carrier, until the Merchant advises the Carrier otherwise in writing.

6) Damage to Cargo Due to Atmospheric Conditions
 Save where Goods are carried in an operating refrigerated Container, the Carrier has no liability whatsoever for loss or damage to the Goods caused by variations in atmospheric conditions (e.g., temperature, humidity).

7) Container Seal(s)
 Notwithstanding the provision of Container seal(s) by the Carrier, it is the Merchant's responsibility to ensure the type of Seal affixed to the Container(s) is in compliance with all applicable regulations.

8) Fumigation / Phytosanitary
 It is the Merchant's responsibility to provide fumigation and/or phytosanitary certificates in good time for presentation to authorities as required and the Merchant is responsible for all consequences of failing to do so.

9) Extra Charges
 The Merchant is advised that extra charges may be levied by local authorities in addition to the freight and charges listed on Page 1 or described in the Carrier's tariff and payable before the Goods can be delivered. The Carrier may be required to collect the extra charges on behalf of the local authorities.

10) Sanctions and Import/Export Control Laws
 It is the Merchant's responsibility to ensure that this Booking Confirmation complies with all applicable trade sanctions and import/export control laws (Sanctions). The Merchant is strictly liable to indemnify the Carrier for all costs, losses, damages and consequences whatsoever arising out of any failure by the Merchant to comply with Sanctions. Carrier reserves the right to ensure compliance with Sanctions applicable to the Carrier.

11) Sending of Bills of Lading and Sea Waybills
 Bills of Lading or Sea Waybills will be available for the Merchant to collect from the MSC Agency office, but should the Merchant request them to be sent, this shall be at the Merchant's own risk and expense. Carrier and MSC Agency accept no liability whatsoever.

12) Mode of Transport, Vessel, and Voyage Number
 The information provided in these fields is anticipated at the time of the booking. Carrier reserves the right to change any of them.

13) Late Customs Declaration Fines
 When it is the Merchant's responsibility to file customs declarations and the Carrier is fined in consequence of the Merchant's late, incomplete or erroneous filing the Merchant shall indemnify the Carrier for the fine and for all costs, losses and expenses whatsoever incidental thereto.

14) Contract of Carriage
 The information furnished on this Booking Confirmation will be used to issue the Contract of Carriage.

15) Carrier has no liability or responsibility whatsoever for thermal loss or damage to the goods by reason of natural variations in atmospheric temperatures during the winter period, and / or caused by inadequate packing of the Goods for carriage in dry-van containers, and / or inherent vice of the Goods, in such temperatures.

Signature, date and stamp (subject to local requirements):
 Person in Charge: Customer Service
 Tel.: +51 221 7561
 e-mail: PE087-ServicioAlClienteExpo@msc.com

CLAUSES FOR LOCAL REQUIREMENTS

For any intended booking regarding the shipment of military and/or para-military cargo (defined in the broadest sense as cargo which has or might have a military purpose and/or cargo that is or might be destined to or originating from military or para-military authorities or their suppliers, including so-called dual-use cargo, as well as sport-weapons and military exhibition related cargo), it is mandatory to submit the following documents to MSC as a condition precedent for acceptance of such booking: packing list, commercial invoice, HS codes consisting of minimum 6 digits, full details of the manufacturer and end user of such cargo, technical or safety data sheet of the Goods, copy of the import license and/or export license of the importer/ exporter of such cargo, any other relevant authorisation, final destination of the Goods.

The Merchant must specifically notify any military or para-military shipment to the Carrier before the release of the Carrier's equipment. No booking of military / para-military cargo can be accepted without MSC having received the prior approval from the relevant authorities. Furthermore, the compliance policy requirements of MSC must be adhered to. Any booking obtained on the basis of incomplete or inaccurate information as to the nature or value of the cargo shall not be binding on MSC and/ or shall be considered a material breach of contract, entitling MSC to suspend, modify or cancel the transportation at the Merchant's sole risk and expenses, and without prejudice to any other remedy available to the Carrier.

The Merchant shall indemnify the Carrier against any and all claims, losses, costs, expenses and liabilities of any nature whatsoever arising from or in connection with the failure to comply with those provisions. MSC shall be entitled to apply a charge of minimum USD 5'000.00 per Container for any misdeclaration in relation to military and/or para-military shipment, including but not limited to misdeclaration of any commodity listed on the US Munitions List or on the Wassenaar Arrangement Dual List Categories. This charge shall be levied without prejudice to the Cargo Mis-Description fee and any other applicable charges.

The Merchants hereby represent that the cargo value per container load, does not exceed the sum of USD 200 000.00 and they acknowledge that the quotation is based on the representation that the cargo value is less than USD 200 000. In the event that the cargo value exceeds the aforementioned sum and the Merchants fail and/or neglect to notify the Carrier in writing prior to their acceptance of the quotation, the Carrier's liability shall be limited to either USD 200 000 or the limitation as provided for in the Contract of Carriage, whichever the lesser.

High Value Commodity Mis-Declaration Fee - Any cargo with a commercial value exceeding USD 250,000 (two hundred and fifty thousand US Dollars) must be declared to MSC or its agent at the time of booking. Failure by the Merchant to inform MSC will result in the application of a High Value Commodity Mis-Declaration Fee of 25,000 USD (twenty five thousand US Dollars), being expressly agreed that such information to MSC shall not be considered as a declaration of value and the documentation so issued will not be deemed ad valorem unless this has been formally agreed by MSC and the corresponding surcharge paid by the Merchant

Sailing/arrival dates and transit-time - Quoted times and dates for loading are always subject to space onboard, possible ports congestions, adverse sea conditions, safety and operational consideration. Advertised transit times, sailing and arrival dates are thus estimated times only and schedules may be advanced, delayed or cancelled with the carrier having no liability for any direct, indirect or consequential damages or losses sustained as the result of such modification.

Las fechas de salida/llegada y tiempo de tránsito: las horas y fechas citadas para la carga siempre están sujetas a espacio a bordo, posibles congestiones portuarias, condiciones adversas del mar, seguridad y temas operativos. Por lo tanto, los tiempos de tránsito, las fechas de salida y de llegada anunciados son solo tiempos estimados y los horarios pueden adelantarse, retrasarse o cancelarse sin que el transportista tenga responsabilidad por ningún daño directo, daños indirectos o consecuentes o pérdidas sufridas como resultado de dicha modificación.