



MEDITERRANEAN SHIPPING COMPANY S.A.

12-14, chemin Rieu, 1208 GENEVA, Switzerland
Website : www.msc.com

SCAC Code: MSCU

SEA WAYBILL No. MEDUL6984479
NON-NEGOTIABLE COPY

"Port-to-Port" or "Combined Transport" (see Clause 1)

NO. & SEQUENCE OF SEA WAYBILLS
0/ZERO

NO. OF RIDER PAGES
NIL

SHIPPER:
AGROPALL EXPORT SAC
RUC: 20523895002
CAL. CLARK 4B URB. CLARK INT. 01 ESPALDAS DE LA CALLE
MENDIBURO PIURA- PIURA-PIURA - PERU
ROSA ELIAS 989001413/RELIAS@AGROPALL.COM

CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD)
FCL/FCL Special contract: R0871107000026
Lloyds/Imo number = 9227338
BY KEEPING VENTS OPEN WHEN DEHUMIDIFICATION MODE ACTIVE THE MACHINERY MIGHT HAVE PROBLEMS WITH DAMP WEATHER TO KEEP

CONSIGNEE: This B/L is not negotiable unless marked "To Order" or "To Order of..." here.
CENTRAL AMERICAN PRODUCE, INC.
675 SW 12TH AVENUE, SUITE 100
POMPANO BEACH, FL 33069 CTC: JHON MULLER
TLF: (954)-868-6709 EMAIL: JOHN@CAPCOFARMS.COM;
JORGE@CAPCOFARMS.COM;

HUMIDITY LEVEL UNDER THE SETTING REQUESTED AND THEREFORE CARRIER CANNOT BE HELD IF EXCESSIVE HUMIDITY OCCURS'
SHIPPER DECLARES THAT ANY APPLICABLE WOOD PACKAGING MATERIALS COMPLY UIT ISPM 15 REGULATIONS. FAILURE TO COMPLY WILL RESULT IN CONTAINERS BEING RETURNED TO LOAD PORT OR CARGO DESTROYED - ALL COSTS, FINES, PENALTIES, WILL BE FOR SHIPPERS ACCOUNT.

NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Agent for failure to notify - see Clause 20)
ADVANCE CUSTOMS BROKERS
1400 NO. AVENIDA 79 MIAMI, FL 33126
PH: 17864760700 FAX: 17864760706
EMAIL: ACBOCEAN@ADVANCECUSTOMSBROKERS.COM

"The Peruvian local charges "Despacho Documentario", "Despacho de Contenedor", "Gate In/Out" are due and payable at origin by the Merchant in accordance with Carrier's terms and Conditions available at

https://www.msc.com/per/contract-of-carriage/msc-peru-terms-co

VESSEL & VOYAGE NO. (see Clauses 8 & 9)
MSC JULIA R. NQ252R

PORT OF LOADING
PAITA

PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5.2)
XXXXXXXXXXXXXXXXXXXXXXXXXX

BOOKING REF. (or) SHIPPER'S REF.
087LIM509721

PORT OF DISCHARGE
PHILADELPHIA

PLACE OF DELIVERY: (Combined Transport ONLY - see Clauses 1 & 5.2)
XXXXXXXXXXXXXXXXXXXXXXXXXX

PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE (see Clause 14)

Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on attached Sea Waybill Rider page(s), if applicable)	Gross Cargo Weight	Measurement
SEGU9122328/40'HR TARE: 4100 kg Seal:FJ14555616 Seal:003PL025508 Seal:3663773	1 x 40' CNTR(S) FRESH MANGOES MANGOS FRESCOS P.A. 0804.50.20.00 THERMOGRAPHS 5034103059-5034103058 TEMPERATURE: 9 C FREIGHT COLLECT THE REEFER TEMPERATURE TO BE SET AT 9 DEGREES CELSIUS IN ACCORDANCE WITH SHIPPER'S INSTRUCTIONS 5700 BOXES Temp. 9C	24700.000 kg	
TOTAL TARE: 4100.00 kg	EXPRESS BILL	TOTALS: 24700.000 kg	

FREIGHT & CHARGES Cargo shall not be delivered unless Freight & Charges are paid (see Clause 16).
QUARTELY BUNKER RECOVERY CHARGE - USD 1242.00 - COLL
COLLECTION FEE - USD 51.79 - COLL
CARRIER SECURITY FEE - USD 11.00 - COLL
CHASSIS USAGE CHARGE - USD 125.00 - COLL
SEAFREIGHT - USD 6417.00 - COLL
LOGISTIC FEE - USD 2071.50 - COLL
LOW SULPHUR FUEL CONTRIBUTION - USD 100.00 - COLL
PANAMA CANAL EMERGENCY SURCHARGE - USD 30.00 - COLL
ISPS - INTERN. SHIP AND PORT SECURITY CHARGE - USD 18.00 - COLL
WHARFAGE - USD 75.00 - COLL

RECEIVED by the Carrier from the Shipper 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 entitled "Carrier's Receipt" for carriage subject to all the terms hereof from the Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF THE GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND THE TERMS AND THE CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER.

Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorised representatives. This Sea Waybill is not a document of title to the Goods and delivery will be made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorisation at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill.

IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.

DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3)

CARRIER'S RECEIPT (No. of Cntrs or Pkgs rcvd by Carrier - see Clause 14.1)
1

SIGNED on behalf of the Carrier MSC Mediterranean Shipping Company S.A.
MSC LIMA

PLACE AND DATE OF ISSUE
PAITA, 2/01/2023

SHIPPED ON BOARD DATE
2/01/2023

1. DEFINITIONS
The following definitions shall apply in this Sea Waybill.
Freight means the Freight and all charges, costs and expenses whatsoever payable to the Carrier in accordance with the applicable Tariff and this Sea Waybill, including storage, pier, demurrage, Customs, including the whole or any part of the cargo carried under this Sea Waybill, including any packing, stowage materials and Merchant or leased Containers.

2. CONTRACTING PARTIES AND WARRANTY
Person includes any individual, partnership, company or any other legal entity.
Place of Delivery: means the place at which the Carrier has contracted to deliver the Goods, when such place is other than the Port of Discharge.

3. CARRIER'S TARIFF
The terms and conditions of the Carrier's applicable Tariff are incorporated into this Sea Waybill. Particular attention is drawn to terms and conditions concerning additional charges including demurrage, detention, storage and any other charges. A copy of the applicable Tariff can be obtained from the Carrier or its agent upon request and the Merchant is deemed to know and accept such Tariff.

4. SUBCONTRACTING AND INDEMNITY
The Carrier shall subcontract on any terms whatsoever the whole or any part of the carriage, including liability to further sub-contract.

5. CARRIER'S RESPONSIBILITY
5.1 Port-To-Port carriage: Carriage under this Sea Waybill is Port-to-Port.
(a) The period of responsibility of the Carrier for any loss of or damage to the Goods shall commence only at the moment that the Goods are loaded on board the Vessel and shall end when the Goods have been removed from the Vessel.

5.2 Combined Transport - The Carrier's liability for Combined Transport shall be as follows:
5.2.1 Where the loss or damage occurred during the Port-to-Port section of the carriage, the liability of the Carrier shall be as provided in clause 5.1 above.
5.2.2 Where the loss or damage occurred during Inland Transport, the liability of the Carrier shall be determined:

6. U.S. TRADE CLAUSES
6.1 Notwithstanding the provisions of clause 5, for carriage to or from any port of the United States, its territories or possessions, or if suit is brought in the United States, this Sea Waybill shall have effect subject to the provisions of the COGSA and to the provisions of the Pomeroy Act regardless of whether said Act would apply to the carriage of the Goods. The COGSA is incorporated herein and save as otherwise provided herein shall apply throughout the entire time the Goods are in the Carrier's custody, including before loading and after discharge as long as the Goods remain in the custody of the Carrier or the Merchant.

7. COMPENSATION AND LIABILITY PROVISIONS
7.1 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of the Goods, such compensation shall be as follows:
7.2 Save as is provided in clause 7.3.

8. FORCE MAJEURE
8.1 If and to the extent that the Rules or (Hague-Visby) Rules are compulsorily applicable to this Sea Waybill by virtue of clauses 5.1, 5.2.1 or 5.2.2 (c) or (d) or otherwise, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event whatsoever exceed the amounts provided in the Hague Rules or Hague-Visby Rules, whichever are compulsorily applicable.

9. FORCE MAJEURE
9.1 The Carrier shall be relieved of its obligation to open and/or scan any package or Container at any time and to inspect, verify and weigh the contents without notice to the Carrier.

10. DESCRIPTION OF GOODS AND MERCHANT'S RESPONSIBILITY
10.1 This Sea Waybill shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition of the Goods and of the description of the Goods and of the packages or units indicated in the box entitled "Carrier's Receipt" on the front hereof.

11. MERCHANT-PACKED CONTAINERS
If a Container has not been packed by or on behalf of the Carrier:
11.1 The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it. The Merchant's use of the Container shall be prima facie evidence of its being sound and suitable for use.

12. REFRIGERATION, HEATING, INSULATION
12.1 Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for on the front of this Sea Waybill and extra Freight paid. If a carrying temperature is noted on the front of the Container, the Carrier shall exercise due diligence to maintain such carrying temperature, plus or minus 2 degrees Celsius while the Goods are in its possession.

13. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES
13.1 The Carrier shall be relieved of its obligation to open and/or scan any package or Container at any time and to inspect, verify and weigh the contents without notice to the Carrier.

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15. DANGEROUS OR HAZARDOUS GOODS
15.1 The Carrier will not accept any Goods of a dangerous or hazardous nature without prior written notice of their full and true particulars and the Carrier's written approval to carry them.

16. FREIGHT AND CHARGES
16.1 Freight has been calculated on the basis of the Shipper's particulars and if such particulars are found to be erroneous and additional Freight is payable, the Merchant shall be liable therefor and also for any other charges, costs and expenses incurred by the Carrier.

17. CARRIER'S LIEN
THE CARRIER, ITS SERVANTS OR AGENTS SHALL HAVE A LIEN ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR FREIGHT AND FOR GENERAL AVERAGE CONTRIBUTIONS TO WHICH OVERSEER DUES ARE APPLICABLE AND FOR ALL CLAIMS AND DAMAGES WHICH MAY BE ASSERTED AGAINST THE MERCHANT ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR ALL SUMS DUE FROM THE MERCHANT TO THE CARRIER UNDER ANY OTHER CONTRACT.

18. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK
18.1 Goods, whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Sea Waybill or on any other document any special conditions, conditions of carriage or any other particulars of the Goods.

19. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE
19.1 The Carrier shall be relieved of its obligation to open and/or scan any package or Container at any time and to inspect, verify and weigh the contents without notice to the Carrier.

20. NOTIFICATION AND DELIVERY
20.1 Any mention in this Sea Waybill of parties to be notified of the arrival of the Goods is solely for the information of the Carrier. Failure to give such notification shall not subject the Carrier to any liability nor relieve the Merchant of any obligation hereunder.

21. BOTH TO BLAME COLLISION CLAUSE
If a Vessel comes into collision with another ship as a result of the negligence of the other ship and any other party, the Merchant shall be liable for the loss of or damage to the Goods and shall be liable for the cost of the cargo and the cost of the cargo and the cost of the cargo.

22. GENERAL AVERAGE AND SALVAGE
General Average shall be adjusted, stated and settled at any port or place at the Carrier's option and shall be payable by the Merchant in full and in advance of the settlement of the claim against the Merchant according to the laws and usages at that port or place at the Carrier's option, save that General Average on a Vessel not bareboat chartered by the Carrier shall be adjusted according to the requirements of the relevant law of the country of the Vessel's flag.

23. SEPARABILITY AND VARIATION OF TERMS, FINAL CONTRACT
The terms of this Sea Waybill shall be separate and, if any term or provision hereof or any part of any term or provision shall be invalid to any extent, it shall be invalid to that extent, but no provision or such circumstance shall affect the validity or enforceability of any other term or provision hereof.

Carrier has been stated by the Carrier in the box marked "Declared Value" on the front of this Sea Waybill and ad valorem charges paid. In that case, the amount of the Declared Value shall be substituted for the limits provided in this Sea Waybill. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

7.4 Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country which may be applicable to the Goods and the Carrier under the terms of this Sea Waybill. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of the Vessel.

8. SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES
The scope of voyage herein contracted for may or may not include usual or customary or advertised ports of call whether named in this Sea Waybill contract or not and may include transport of the Goods to or from any facilities used by the Carrier for the purpose of loading, unloading, or off-loading storage. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, date or time, advertised sailings and arrivals are only estimated times, and such schedules may be advanced, delayed or cancelled without notice.

9. METHODS AND ROUTES OF CARRIAGE
9.1 The Carrier may at any time and at its sole discretion transport the Goods by air, sea, land, water, or any other means of transport or storage whatsoever.

10. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION
10.1 Notice of a claim must be given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery. If the loss or damage is not apparent before or at the time of delivery, notice must be given within three (3) days of delivery to the Merchant or its agent. Claims shall be submitted in writing to the Carrier or its agent at the Port of Discharge within 90 days of delivery.

11. MERCHANT-PACKED CONTAINERS
If a Container has not been packed by or on behalf of the Carrier:
11.1 The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it. The Merchant's use of the Container shall be prima facie evidence of its being sound and suitable for use.

12. REFRIGERATION, HEATING, INSULATION
12.1 Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for on the front of this Sea Waybill and extra Freight paid. If a carrying temperature is noted on the front of the Container, the Carrier shall exercise due diligence to maintain such carrying temperature, plus or minus 2 degrees Celsius while the Goods are in its possession.

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15.1 The Carrier will not accept any Goods of a dangerous or hazardous nature without prior written notice of their full and true particulars and the Carrier's written approval to carry them.

16. FREIGHT AND CHARGES
16.1 Freight has been calculated on the basis of the Shipper's particulars and if such particulars are found to be erroneous and additional Freight is payable, the Merchant shall be liable therefor and also for any other charges, costs and expenses incurred by the Carrier.

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18. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK
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21. BOTH TO BLAME COLLISION CLAUSE
If a Vessel comes into collision with another ship as a result of the negligence of the other ship and any other party, the Merchant shall be liable for the loss of or damage to the Goods and shall be liable for the cost of the cargo and the cost of the cargo.

22. GENERAL AVERAGE AND SALVAGE
General Average shall be adjusted, stated and settled at any port or place at the Carrier's option and shall be payable by the Merchant in full and in advance of the settlement of the claim against the Merchant according to the laws and usages at that port or place at the Carrier's option, save that General Average on a Vessel not bareboat chartered by the Carrier shall be adjusted according to the requirements of the relevant law of the country of the Vessel's flag.

23. SEPARABILITY AND VARIATION OF TERMS, FINAL CONTRACT
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such action, including but not limited to any detention, demurrage and storage charges for the Goods and/or the Container.

14.8 The Carrier allows a period of free time for the use of the Containers and other equipment in accordance with the provisions of the Tariff. The Merchant shall be responsible for the cost of the Containers and other equipment before and after the free time commences from the day the Container and other equipment is collected by the Merchant or its discharge from the Vessel or is delivered to the Place of Delivery as the case may be. The Merchant is responsible for the cost of the Containers and other equipment before and after the free time allowed at the Port of Discharge or the Place of Delivery, Demurrage, per diem and detention charges will be levied and payable by the Merchant thereafter in accordance with the Tariff.

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