



**NON-NEGOTIABLE WAYBILL**

SCAC SEAU

B/L No. 911180103

<b>Shipper</b> AGRICOLA CERRO PRIETO S.A. RUC: 20461642706 Cal. Dean Valdivia 111 Int. 1002 San Isidro Lima - Peru- Peru CTC: MARLENE GALLARDO AYLON TEL: 51 1 6193900 EMAIL:mgallardo@agricolacerroprieto.com		<b>Booking No.</b> 911180103
<b>Consignee</b> Berry People LLC 201A McCray St., #304 Hollister, CA 95023 CTC: Jerald Downs (CEO), Michael Osumi (COO) TEL: +1 831 245 3500 FAX: +1 831 250 6360 jerald.downs@berrypeople.com, michael.osumi@berrypeople.com, *		<b>Export references</b> Svc Contract 297802063
<b>Notify Party (see clause 22)</b> J&K Fresh LLC 2101 E. El Segundo Blvd. Suite 203, El Segundo, CA 90245 CTC: Marie Maiko, Robert Lehoy TEL: +1 310 419 8770 FAX: +1 310 419 8790 EMAIL: marie@jkgfresh.com / chile@jkgfresh.com / peru@jkgfresh.com		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.
		Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)
<b>Vessel</b> MERIDIAN	<b>Voyage No.</b> 036N	Place of Receipt. Applicable only when document used as Multimodal Waybill
<b>Port of Loading</b> Paita	<b>Port of Discharge</b> Los Angeles	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 6000 BOXES  BLUEBERRY FRESH ARANDANOS FRESCOS P.A: 0810.40.00.00 TEMPERATURE: -1 C CO2: 12% O2: 6% TR: 4035341163/HCBT2000T0/4035341162  FREIGHT PREPAID  MMAU1294964 ML-PE0440363 40 REEF 9'6 6000 BOXES 16120.000 KGS 40.0000 CBM Temperature: -1.0 C Shipper Seal : 0005565 Customs Seal : 003SF023637 Veterinarian Seal : 106768 Starcare Controlled Atmosphere Sea Transport Services SHIPPERS LOAD, STOW, WEIGHT AND COUNT	<b>Weight</b> 16120.000 KGS	<b>Measurement</b> 40.0000 CBM
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Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Basic Ocean Freight	3000.00	PER_CONTAINER	USD	3000.00	
Star Care Reefer Service	1500.00	PER_CONTAINER	USD	1500.00	
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>5500.00</b>	<b>237.00</b>

Carrier's Receipt. Total number of containers or packages received by Carrier. <b>1 container</b>	Place of Issue of Waybill <b>Santiago</b>	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 ) <b>2020-09-04</b>	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

Freight Prepaid.

"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."

CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect