

		NON-NEGOTIABLE WAYBILL		SCAC SEAU
				B/L No. 911537747
Shipper AGRICOLA CERRO PRIETO S.A. RUC: 20461642706 Cal. Dean Valdivia 111 Int.1002 San Isidro,Lima-Peru-Peru CTC: MARLENE GALLARDO AYLLON TEL: 51 1 6193900 EMAIL:mgallardo@agricolacerroprieto.com		Booking No. 911537747		Svc Contract 297802063
Consignee SAFCO OF AMERICA,LLC 310 N. CHURCH ST. VISALIA, CA 93291 USA CNT:PEDRO OSSES PHONE:559-749-0600 FAX:559-749-0609 EMAIL:nerissab@safco.us /pedro@safco.us		Export references		
Notify Party (see clause 22) J&K FRESH LLC 2101 EL SEGUNDO BLVD, SUITE #203 . EL SEGUNDO, CA 90245 CNT:LYNETTE KEEPER PHONE:310-419-8770 FAX:310-419-8787 EMAIL:lupita@jkfresh.com / ray@jkfresh.com / isf@jkfresh.com / peru@jkfresh.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 https://terms.sealandmaersk.com/americas/carriage), 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 MINSTREL		Voyage No. 049N		Place of Receipt. Applicable only when document used as Multimodal Waybill
Port of Loading Paita		Port of Discharge 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 1700 BOXES UVAS FRESCAS FRESH GRAPES PA. 0806.10.00.00 TEMPERATURE: -1C VENTILATION: CLOSED FDA :19265592090 TR:4035378230/HFKTZ00NB40/4035378237 FREIGHT PREPAID MNBU4242325 ML-PE0471865 40 REEF 9'6 1700 BOXES 13986.400 KGS 40.0000 CBM Temperature: -1.0 C Shipper Seal : 0005929 Customs Seal : 003SF026971 Veterinarian Seal : 106812 SHIPPERS LOAD, STOW, WEIGHT AND COUNT Below freight details will not be part of Original Bill of Lading unless requested by customer Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.		Weight 13986.400 KGS	Measurement 40.0000 CBM
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Freight & Charges Basic Ocean Freight Cold Treatment Service USDA Inspection Charge		Rate 3000.00 1000.00 237.00	Unit Per Container Per Container Per Container	Currency USD USD USD	Prepaid 3000.00 1000.00	Collect 237.00
Charges Name Basic Ocean Freight Cold Treatment Service USDA Inspection Charge		Prepaid/Collect Prepaid Prepaid Collect	Invoice Party AGRICOLA CERRO PRIETO SAC AGRICOLA CERRO PRIETO SAC	Customer Code 32700041826 32700041826	Collection Business Unit SeaLand Peru (all Ports) SeaLand Peru (all Ports)	
Carrier's Receipt. Total number of containers or packages received by Carrier. 1 container		Place of Issue of Waybill Lima,Perú		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		
This transport document has one or more numbered pages		As Agent(s)				

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.

Freight & Charges		Rate	Unit	Currency	Prepaid	Collect
USD				USD	4000.00	237.00
Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit		

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
Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit		