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|---|--|--|--|--|
|   |  | <b>NON-NEGOTIABLE WAYBILL</b>  |  | SCAC SEAU  |
|   |  |  |  | B/L No. 911761405  |
| <b>Shipper</b><br>SAN MIGUEL FRUITS PERU S.A.<br>RUC:20136222725 AV. JAVIER PRADO<br>ESTE N 560, OFICINA 1801-A - SAN ISIDRO -<br>LIMA - PERU CNT: CRISTIAN CERNA-<br>ALEXANDRA GONZALES PHONE:7307300              |  | <b>Booking No.</b><br>911761405  |  | <b>Export references</b><br><br><b>Svc Contract</b><br>297262474 |
| <b>Consignee</b><br>David Oppenheimer CO. (EC)<br>200 CONTINENTAL DRIVE<br>SUITE 301 NEWARK, DE 19713<br>Contact Person: Operations Department<br>Phone: 302-533-0779<br>Fax: 302-368-6012 Email: ecops@oppy.com.pe |  | 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. |  |  |
| <b>Notify Party (see clause 22)</b><br>J&K Fresh East<br>399 Market Street, Suite 220<br>Philadelphia, PA 19106<br>Contact Person: Bill Fagan<br>Phone: 610-994-5060<br>Email: docs@jkgfresheast.com                |  | Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)  |  |  |
| <b>Vessel</b><br>MAERSK BALI  | <b>Voyage No.</b><br>102N                | Place of Receipt. Applicable only when document used as Multimodal Waybill   |  |  |
| <b>Port of Loading</b><br>Paita   | <b>Port of Discharge</b><br>Philadelphia | 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.<br><br>1 Container Said to Contain 1800 BOXES<br><br>1800 BOXES WITH FRESH GRAPES JACK SALUTEVARIETY<br>(1800 CAJAS CON UVAS FRESCAS VARIEDAD JACK SALUTE )<br>PA. 0806.10.00.00<br>TEMPERATURE: -0.5C<br><br>TR: 260000285571 /260000285590<br>FDA : 14607087680<br>COLD TREATMENT<br><br>San Miguel Fruits Peru S.A. - Uva certificada con GGN: 4050373074845<br><br>MNBU3989635 ML-PE0474139 40 REEF 9'6 1800 BOXES 17260.000 KGS 40.0000 CBM<br>Temperature: -0.5 C<br>Customs Seal : 003SF027682<br>Veterinarian Seal : 136589<br>SHIPPERS LOAD, STOW, WEIGHT AND COUNT | <b>Weight</b><br>17260.000 KGS | <b>Measurement</b><br>40.0000 CBM |
|--|--------------------------------|-----------------------------------|

Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

| Freight & Charges      | Rate    | Unit          | Currency   | Prepaid | Collect        |
|------------------------|---------|---------------|------------|---------|----------------|
| Basic Ocean Freight    | 3900.00 | PER_CONTAINER | USD        |         | 3900.00        |
| 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>5137.00</b> |

|   |   |  |
|---|---|--|
| <b>Carrier's Receipt.</b> Total number of containers or packages received by Carrier.<br><b>1 container</b> | <b>Place of Issue of Waybill</b><br>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" |
| <b>Shipped on Board Date ( Local Time )</b><br>2021-01-15   | <b>Date Issue of Waybill</b><br>2021-01-18    |  |
| 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

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

"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 chooses 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 Collect.

CY/CY

| Freight & Charges | Rate | Unit | Currency | Prepaid | Collect |
|-------------------|------|------|----------|---------|---------|
|                   |      |      |          |         |         |

|   |  |   |                          |                                  |
|---|--|---|--------------------------|----------------------------------|
| <b>Shipper</b><br>SAN MIGUEL FRUITS PERU S.A.<br>RUC:20136222725 AV. JAVIER PRADO<br>ESTE N 560, OFICINA 1801-A - SAN ISIDRO -<br>LIMA - PERU CNT: CRISTIAN CERNA-<br>ALEXANDRA GONZALES PHONE:7307300              |  | <b>Booking No.</b><br>911761405   | <b>Export references</b> | <b>Svc Contract</b><br>297262474 |
| <b>Consignee</b><br>David Oppenheimer CO. (EC)<br>200 CONTINENTAL DRIVE<br>SUITE 301 NEWARK, DE 19713<br>Contact Person: Operations Department<br>Phone: 302-533-0779<br>Fax: 302-368-6012 Email: ecops@oppy.com.pe |  | 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.<br>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. |                          |                                  |
| <b>Notify Party (see clause 22)</b><br>J&K Fresh East<br>399 Market Street, Suite 220<br>Philadelphia, PA 19106<br>Contact Person: Bill Fagan<br>Phone: 610-994-5060<br>Email: docs@jkgfresheast.com                |  | Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)   |                          |                                  |
| <b>Vessel</b><br>MAERSK BALI  | <b>Voyage No.</b><br>102N                | Place of Receipt. Applicable only when document used as Multimodal Waybill  |                          |                                  |
| <b>Port of Loading</b><br>Paita   | <b>Port of Discharge</b><br>Philadelphia | 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.<br><br>1 Container Said to Contain 1800 BOXES<br><br>1800 BOXES WITH FRESH GRAPES JACK SALUTEVARIETY (1800 CAJAS CON UVAS FRESCAS VARIEDAD JACK SALUTE )<br>PA. 0806.10.00.00<br>TEMPERATURE: -0.5C<br><br>TR: 260000285571 /260000285590<br>FDA : 14607087680<br>COLD TREATMENT<br><br>San Miguel Fruits Peru S.A. - Uva certificada con GGN: 4050373074845<br><br>MNBU3989635 ML-PE0474139 40 REEF 9'6 1800 BOXES 17260.000 KGS 40.0000 CBM<br>Temperature: -0.5 C<br>Customs Seal : 003SF027682<br>Veterinarian Seal : 136589<br>SHIPPERS LOAD, STOW, WEIGHT AND COUNT | <b>Weight</b><br>17260.000 KGS | <b>Measurement</b><br>40.0000 CBM |
|---|--------------------------------|-----------------------------------|

Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

| Freight & Charges      | Rate    | Unit          | Currency   | Prepaid | Collect        |
|------------------------|---------|---------------|------------|---------|----------------|
| Basic Ocean Freight    | 3900.00 | PER_CONTAINER | USD        |         | 3900.00        |
| 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>5137.00</b> |

|   |  |  |
|---|--|--|
| Carrier's Receipt. Total number of containers or packages received by Carrier.<br><b>1 container</b>      | Place of Issue of Waybill<br>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 )<br>2021-01-15  | Date Issue of Waybill<br>2021-01-18    |  |
| 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)

"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 Collect.

CY/CY

| Freight & Charges | Rate | Unit | Currency | Prepaid | Collect |
|-------------------|------|------|----------|---------|---------|
|                   |      |      |          |         |         |

|  |                                   |   |  |
|--|-----------------------------------|---|--|
| Shipper<br>SAN MIGUEL FRUITS PERU S.A.<br>RUC:20136222725 AV. JAVIER PRADO<br>ESTE N 560, OFICINA 1801-A - SAN ISIDRO -<br>LIMA - PERU CNT: CRISTIAN CERNA-<br>ALEXANDRA GONZALES PHONE:7307300              |                                   | Booking No.<br>911761405  | Export references<br>Svc Contract<br>297262474 |
| Consignee<br>David Oppenheimer CO. (EC)<br>200 CONTINENTAL DRIVE<br>SUITE 301 NEWARK, DE 19713<br>Contact Person: Operations Department<br>Phone: 302-533-0779<br>Fax: 302-368-6012 Email: ecops@oppy.com.pe |                                   | 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.<br>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. |  |
| Notify Party (see clause 22)<br>J&K Fresh East<br>399 Market Street, Suite 220<br>Philadelphia, PA 19106<br>Contact Person: Bill Fagan<br>Phone: 610-994-5060<br>Email: docs@jkgfresheast.com                |                                   | Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)   |  |
| Vessel<br>MAERSK BALI  | Voyage No.<br>102N                | Place of Receipt. Applicable only when document used as Multimodal Waybill  |  |
| Port of Loading<br>Paita   | Port of Discharge<br>Philadelphia | 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 1800 BOXES<br><br>1800 BOXES WITH FRESH GRAPES JACK SALUTEVARIETY (1800 CAJAS CON UVAS FRESCAS VARIEDAD JACK SALUTE )<br>PA. 0806.10.00.00<br>TEMPERATURE: -0.5C<br><br>TR: 260000285571 /260000285590<br>FDA : 14607087680<br>COLD TREATMENT<br><br>San Miguel Fruits Peru S.A. - Uva certificada con GGN: 4050373074845<br><br>MNBU3989635 ML-PE0474139 40 REEF 9'6 1800 BOXES 17260.000 KGS 40.0000 CBM<br>Temperature: -0.5 C<br>Customs Seal : 003SF027682<br>Veterinarian Seal : 136589<br>SHIPPERS LOAD, STOW, WEIGHT AND COUNT | 17260.000 KGS | 40.0000 CBM |

Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

| Freight & Charges      | Rate    | Unit          | Currency   | Prepaid | Collect        |
|------------------------|---------|---------------|------------|---------|----------------|
| Basic Ocean Freight    | 3900.00 | PER_CONTAINER | USD        |         | 3900.00        |
| 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>5137.00</b> |

|   |  |  |
|---|--|--|
| Carrier's Receipt. Total number of containers or packages received by Carrier.<br><b>1 container</b>      | Place of Issue of Waybill<br>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 )<br>2021-01-15  | Date Issue of Waybill<br>2021-01-18    |  |
| 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)

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- (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 chooses 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 Collect.

CY/CY

| Freight & Charges | Rate | Unit | Currency | Prepaid | Collect |
|-------------------|------|------|----------|---------|---------|
|                   |      |      |          |         |         |

|  |                                   |   |                           |
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**PARTICULARS FURNISHED BY SHIPPER**

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| Shipped on Board Date ( Local Time )<br>2021-01-15  | Date Issue of Waybill<br>2021-01-18    |  |
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Signed by the Carrier Maersk A/S trading as Sealand Americas

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

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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 Collect.  
CY/CY

| Freight & Charges | Rate | Unit | Currency | Prepaid | Collect |
|-------------------|------|------|----------|---------|---------|
|                   |      |      |          |         |         |