

Shipper AGRICOLA CERRO PRIETO S.A. RUC: 20461642706 CTC: MARLENE GALLARDO AYLLON San Isidro,Lima-Peru-Peru CTC: MARLENE GALLARDO AYLLON TEL: 51 1 6193900 EMAIL:mgallardo@agricolacerroprieto.com		Booking No. 913270035	
Consignee Berry People LLC 201A McCray St., #304 Hollister, CA 95023 Contact person: Michael Osumi (COO) Phone :+1 831 245 3500		Export references Svc Contract 297802063	
Notify Party (see clause 22) J&K Fresh LLC 2101 EL SEGUNDO BLVD, SUITE 203. EL SEGUNDO, CA 90245 Contact person: ERIK PATT Phone: 310-419-8770 310-419-8791 / 8790 E-mail:Erik@jkgfresh.com, Isf@jkgfresh.com, Peru@jkgfresh.com, Marie@jkgfresh.com, Robert@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 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 MAERSK NEWARK		Voyage No. 142N	
Port of Loading Paita		Port of Discharge Port Hueneme	
		Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)	
		Place of Receipt. Applicable only when document used as Multimodal Waybill	
		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 5616 BOXES 5616 BOXES WITH FRESH BLUEBERRIES 5616 CAJAS CON ARANDANOS FRESCOS PA. 0810.40.00.00 TEMPERATURE: -1C O2: 10% / CO2 : 12% VENTILATION: CLOSED TR: 4035492105 / 8401415529 FDA Register: 19265592090 FREIGHT PREPAID MMAU1304511 ML-PE0510931 40 REEF 9'6 5616 BOXES 17230.000 KGS 40.0000 CBM Temperature: -1.0 C Shipper Seal : 0008488 Customs Seal : 003SF034445 Veterinarian Seal : 101880	Weight 17230.000 KGS	Measurement 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
Bunker Adjustment Factor	786.00	Per Container	USD	786.00	
Basic Ocean Freight	3459.00	Per Container	USD	3459.00	
Star Care Reefer Service	1500.00	Per Container	USD	1500.00	
Captain Peter - Reefer Monitoring	50.00	Per Container	USD	50.00	
Cold Treatment Service	1000.00	Per Container	USD	1000.00	
Fresh Pass - Import	250.00	Per Container	USD	250.00	
Peak Season Surcharge	1000.00	Per Container	USD	1000.00	
USDA Inspection Charge	237.00	Per Container	USD		237.00

Carrier's Receipt. Total number of containers or packages received by Carrier. 1 container	Place of Issue of Waybill Santiago	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) 2021-10-23	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

Forwarder
 PORT LOGISTICS SAC
 AV MANUEL OLGUIN SURCO
 LIMA

Maersk CHILE S.A.
 As Agent(s)

Starcare Controlled Atmosphere Sea Transport Services

SHIPPER'S LOAD, STOW, WEIGHT AND COUNT

Freight Prepaid.

All the local charges occurring at Peru and to be paid by the merchants are duly identified in the BL.

These local charges are published on the website

<https://www.sealandmaersk.com/local-information/americas/peru> together with a detailed description. Merchants acknowledge and accept these local charges when contracting our services, other charges might be applicable.

"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

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
USD			USD	8045.00	237.00

(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