

MEDITERRANEAN SHIPPING COMPANY S.A. 12-14, chemin Rieu - CH -1208 GENEVA, Switzerland website: www.msc.com	SEA WAYBILL No. MEDUP2246973 NOT NEGOTIABLE - COPY <small>*Port-To-Port* or *Combined Transport*(see Clause 1)</small>
SHIPPER: AGRICOLA LAS MARIAS S.A.C. AV. ALFREDO BENAVIDES NRO 474 INT 202 LIMA - LIMA - MIRAFLORES - PERU ATTN: ISABEL PENALOZA PH: 4444-980 ANEXO 28	CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD) SHIPPER'S LOAD, STOW AND COUNT FCLFCL SAID TO CONTAIN
CONSIGNEE: WESTFALIA FRUIT GMBH SCHAEFTLARNSTRABE 8 D-81371 MUENCHEN EORI: DE-4124588 import@hausladen-frucht.de	CTC: CHRISTOPH BUCHNER TELF: +49 89 720 14-188 FAX: +49 89 720 14-6188 EMAIL: buchner@hausladen-frucht.de /
NOTIFY PARTIES : (No responsibility shall attach to Carrier or to his Agent for failure to notify - see Clause 20) COOL CONTROL HONDERDLAND 90 2676 LS MAASDIJK THE NETHERLANDS EORI: NL8044.57.955	Lloyds/IMO Number: 9227302 *THE PERUVIAN LOCAL CHARGES 'DESPACHO DOCUMENTARIO', 'DESPACHO DE CONTENEDOR' AND, 'GATE IN/OUT' ARE DUE AND PAYABLE AT ORIGIN BY THE MERCHANT IN ACCORDANCE WITH CARRIER'S TERMS AND CONDITIONS AVAILABLE AT WWW.MSC.COM/PER/CONTRACT-OF-CARRIAGE/MS-C-PERU-TERMS-CONDITIONS.* MERCHANTS' ATTENTION IS BROUGHT TO THE FACT THAT IN APPLICATION OF THE PERUVIAN LEGISLATIVE DECREE NUMBER 1492 DATED MAY 10TH, 2020, PERUVIAN CUSTOMS HAVE FULL PORT OF DISCHARGE AGENT: MEDITERRANEAN SHIPPING COMPANY (NETERLAND) B.V.WESTBLAAK 216-218 P.O. BOX 1555 3000 BN ROTTERDAM
VESSEL AND VOYAGE NO (see Clause 8 & 9) MSC KATYA R. - NQ329R	PORT OF LOADING Paita
BOOKING REF. (or) SHIPPER'S REF. EBKG06196928	PORT OF DISCHARGE Rotterdam, Netherlands
PLACE OF RECEIPT: (Combined Transport ONLY - see Clause 1 & 5.2) XXXXXXXXXXXXXXXXXXXX	
PLACE OF DELIVERY: (Combined Transport ONLY - see Clause 1 & 5.2) XXXXXXXXXXXXXXXXXXXX	

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 <small>(Continued on attached Bill of Lading Rider pages(s), if applicable)</small>	Gross Cargo Weight	Measurement
MEDU9718028 40' HIGH CUBE REEFER Seal Number: FJ14542955 003SF050527 Tare Weight: 4,360 kgs.	continued from Carrier's Agent Endorsements POSITION TO CONTROL THE RELEASE PROCESS AND IS THEREFORE NOT RESPONSIBLE FOR DELIVERY OF CARGO WITHOUT THE PRESENTATION OF THE ORIGINAL BILL OF LADING SHIPPER DECLARES THAT ANY APPLICABLE WOOD PACKAGING MATERIALS COMPLY UITSPM 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. Asignar contenedores refrigerados no mayor a 10 años 5280 BOX(ES) of 5280 BOXES WITH FRESH AVOCADOS VARIETY HASS (5280 CAJAS CON PALTAS FRESCAS VARIEDAD HASS) P.A. 0804.40.0000 TR: QOL527- QOL529 THE REEFER TEMPERATURE TO BE SET AT 5 DEGREES CELSIUS IN ACCORDANCE WITH SHIPPER'S INSTRUCTIONS Temperature: 5.0 C Total Items: 5280	23,760.000 kgs.	40,000 cu. m.
Total :		23,760.000 kgs.	40,000 cu. m.

FREIGHT & CHARGES Cargo shall not be delivered unless Freight & Charges are paid(see Clause 16)

FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT
Ocean Freight	1	USD 5,596.00		USD 5,596.00
TERMINAL HANDLING CHARG	1	EUR 315.00		EUR 315.00
CARGO DATA DECLARATION	1	USD 25.00		USD 25.00
CARRIER SECURITY FEE	1	USD 11.00		USD 11.00
QUARTELY BUNKER RECOVER	1	USD 838.00		USD 838.00
PANAMA CANAL EMERGENCY	1	USD 30.00		USD 30.00
Declared Value :	TOTAL FREIGHT & CHARGES			USD 6,500.00 EUR 315.00

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 box entitled "Carrier's Receipt" for carriage subject to all the term 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 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 SIDE AND ON THE REVERSE SIDE AND TERMS AND 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 authorized representatives. This Sea Waybill is not a document of title to the Goods and delivery will made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and/or authorization 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) XXXXXXXXXXXXXXXXXXXX	CARRIER'S RECEIPT (No. of Cntrs or Pkgs rcvd by Carrier - see Clause 14.1) 1 cntr	SIGNED on behalf of the Carrier MSC Mediterranean Shipping Company S.A. by Mediterranean Shipping Co, Del Peru SAC As Agent
PLACE AND DATE OF ISSUE MSC CALLAO 02-Aug-2023	SHIPPED ON BOARD DATE 24-Jul-2023	

1. DEFINITIONS

The following definitions shall apply in this Sea Waybill:
COGSA: means the U.S. Carriage of Goods by Sea Act, 1924.
Combined Transport: arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the relevant pages.
Freight: includes 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, per diem and demurrage.

2. CONTRACTING PARTIES AND WARRANTY
The contract evidenced by this Sea Waybill is between the Carrier and the Shipper. The Shipper, who is the party to the Carrier's instructions in respect of carriage, undertakes to procure the goods to be presented to the Merchant and in particular the Consignee with a legible copy of all the Terms and Conditions contained in this Sea Waybill.
Pomerene Act: means the United States Federal Sea Waybill Act, 1916 49 U.S.C. 801 or any amendments thereto.

3. CARRIER'S LIABILITY
The 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, per diem, storage expenses and legal fees, etc. 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 be entitled to sub-contract 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 - If 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 the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel.

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 or which would be available to the Carrier in the absence of this Sea Waybill.

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 ports or places used by the Carrier for the purpose of transhipping or carrying the Goods to or from any port or place which the Carrier may deem fit to use.

9. METHODS AND ROUTES OF CARRIAGE
9.1 The Carrier may at any time and without notice to the Merchant:
(a) use any means of transport or storage whatsoever;
(b) transfer the Goods from one conveyance to another including transhipping or carrying the Goods on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever, even though transhipment or forwarding of the Goods by such means may not have been contemplated or provided for herein;

10. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION
10.1 Notice - of loss or damage to Goods shall be given in writing to the Carrier or its agent at the Port of Discharge or delivery, or 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 addressed by the Merchant to the Carrier's agent at the Port of Discharge.

11. MERCHANT-PACKED CONTAINERS
If a Container has not been packed by or on behalf of the Carrier, IT IS THE MERCHANT'S OBLIGATION TO SET AND/OR CHECK THAT THE TEMPERATURE CONTROLS ON THE CONTAINER ARE AT THE REQUIRED CARRYING TEMPERATURE AND TO PROPERLY SET THE VENTS. The Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any specific temperature.

12. REFRIGERATION, HEATING, INSULATION
The Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any specific temperature. The Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any specific temperature.

13. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES
Inspection - The Carrier shall be entitled, but shall be under no obligation, to open and scan any package or container at any time and without notice to the Merchant, for the purpose of ascertaining the condition of the goods and to inspect the container, marking, numbering or addressing of the goods.

14. DESCRIPTION OF GOODS AND MERCHANT'S RESPONSIBILITY
14.1 This Sea Waybill shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated in the box entitled Carriers Receipt on the front hereof.

15. GENERAL AVERAGE AND SALVAGE
General Average shall be adjusted and settled as if it were a contract at the Carrier's option according to York - Antwerp Rules 1994 except Rule XXII and, as to matters not therein provided for, according to the laws and usages at any 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 owner or operator of that Vessel.

16. FREIGHT AND CHARGES
16.1 Freight has been calculated on the basis of the Shipper's particulars and if any such particulars are found to be erroneous and additional Freight is payable, the Merchant shall be liable therefor and also for any expense incurred in recovering the costs incurred and interest thereon.

17. DANGEROUS OR HAZARDOUS GOODS
17.1 The Carrier shall not be liable for any loss or damage to or destruction of any dangerous or hazardous nature without prior written notice of their full and true particulars and the Carrier's written approval to carry them. When the Merchant delivers Goods of a dangerous or hazardous nature to the Carrier, the Merchant shall fully inform the Carrier in writing of the precise and accurate details of the Goods, and special precautions or handling required for the Goods.

18. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK
18.1 The Carrier shall not be liable for loss of or damage to or destruction of any goods 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 any statement of such deck carriage.

19. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE
19.1 If at any time the performance of the Carrier is or is likely to be affected by any danger, danger, difficulty or disadvantage of whatsoever kind and whatsoever arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for the carriage) the Carrier shall have sole discretion and without notice to the Merchant and whether or not the carriage is commenced either:
(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Sea Waybill or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery;
(b) suspend the carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Sea Waybill and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension or

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 information of the Carrier. Failure to give such notification shall not subject the Carrier to any liability nor shall it constitute a breach of contract.

21. BOTH TO BLAME COLLISION CLAUSE
If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said Goods, paid or payable by the other or non-carrying ship or her owners to the owners of said Goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or Carrier.

22. GENERAL AVERAGE AND SALVAGE
General Average shall be adjusted and settled as if it were a contract at the Carrier's option according to York - Antwerp Rules 1994 except Rule XXII and, as to matters not therein provided for, according to the laws and usages at any 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 owner or operator of that Vessel.

23. SEPARABILITY AND VARIATION OF TERMS, FINAL CONTRACT
The terms of this Sea Waybill shall be separable and, if in any term or provision hereof or any part of any term or provision hereof there is any ambiguity or inconsistency, it shall be invalid to that extent, but no further and such circumstance shall not affect the validity or enforceability of any other term or provision hereof. This Sea Waybill is the final contract between the parties which supersedes any prior agreement or understanding, whether in writing or verbal, save where this Sea Waybill has been issued pursuant to another contract between the Merchant and the Carrier, in which case the terms of such contract in this Sea Waybill shall be construed together. This Sea Waybill and its terms and conditions may not be changed orally.

14.8 The Carrier allows a period of free time for the use of the Containers and other equipment in accordance with the Tariff and as advised by the local MSC agent at the Ports of Loading and Discharge. Free time commences when the Containers and other equipment are received by the Merchant and is discharged from the Vessel or is delivered to the Place of Delivery as the case may be. The Merchant is required and has the responsibility to return to a place nominated by the Carrier the Container and other equipment before or at the end of the free time allowed at the Port of Discharge or the Place of Delivery. Demurrage, per diem and demurrage charges will be payable by the Merchant in accordance with the applicable Tariff.

14.9 The Merchant shall deliver, to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and without any rubbish, damage or other debris inside. The Merchant shall be liable to reimburse the Carrier for any loss or damage to or destruction of any equipment or other fittings which are not returned in the condition as specified above, including the reasonable legal expenses and costs of recovering the costs incurred and interest thereon.

15.2 The Merchant shall be fully liable for and shall indemnify, hold harmless and defend the Carrier, its servants, agents and subcontractors and any third party for all loss, damage, delay, personal injury, death or expenses including fines and penalties, and all reasonable legal expenses and costs caused to the Carrier, the Vessel, any cargo, and other property, whether on board or ashore, arising from such Goods and/or from the breach of clause 15.1, whether or not the Merchant was aware of the nature of such Goods.

16.1 Freight has been calculated on the basis of the Shipper's particulars and if any such particulars are found to be erroneous and additional Freight is payable, the Merchant shall be liable therefor and also for any expense incurred in recovering the costs incurred and interest thereon.

17.1 The Carrier shall not be liable for any loss or damage to or destruction of any dangerous or hazardous nature without prior written notice of their full and true particulars and the Carrier's written approval to carry them. When the Merchant delivers Goods of a dangerous or hazardous nature to the Carrier, the Merchant shall fully inform the Carrier in writing of the precise and accurate details of the Goods, and special precautions or handling required for the Goods.

18.1 The Carrier shall not be liable for loss of or damage to or destruction of any goods 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 any statement of such deck carriage.

19.1 If at any time the performance of the Carrier is or is likely to be affected by any danger, danger, difficulty or disadvantage of whatsoever kind and whatsoever arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for the carriage) the Carrier shall have sole discretion and without notice to the Merchant and whether or not the carriage is commenced either:

(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Sea Waybill or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery;
(b) suspend the carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Sea Waybill and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension or

20.1 Any mention in this Sea Waybill of parties to be notified of the arrival of the Goods is solely for information of the Carrier. Failure to give such notification shall not subject the Carrier to any liability nor shall it constitute a breach of contract.

21.1 Both to blame collision clause. If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said Goods, paid or payable by the other or non-carrying ship or her owners to the owners of said Goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or Carrier.

22.1 General average and salvage. General average shall be adjusted and settled as if it were a contract at the Carrier's option according to York - Antwerp Rules 1994 except Rule XXII and, as to matters not therein provided for, according to the laws and usages at any 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 owner or operator of that Vessel.

23.1 Separability and variation of terms, final contract. The terms of this Sea Waybill shall be separable and, if in any term or provision hereof or any part of any term or provision hereof there is any ambiguity or inconsistency, it shall be invalid to that extent, but no further and such circumstance shall not affect the validity or enforceability of any other term or provision hereof. This Sea Waybill is the final contract between the parties which supersedes any prior agreement or understanding, whether in writing or verbal, save where this Sea Waybill has been issued pursuant to another contract between the Merchant and the Carrier, in which case the terms of such contract in this Sea Waybill shall be construed together. This Sea Waybill and its terms and conditions may not be changed orally.

24.1 The Carrier allows a period of free time for the use of the Containers and other equipment in accordance with the Tariff and as advised by the local MSC agent at the Ports of Loading and Discharge. Free time commences when the Containers and other equipment are received by the Merchant and is discharged from the Vessel or is delivered to the Place of Delivery as the case may be. The Merchant is required and has the responsibility to return to a place nominated by the Carrier the Container and other equipment before or at the end of the free time allowed at the Port of Discharge or the Place of Delivery. Demurrage, per diem and demurrage charges will be payable by the Merchant in accordance with the applicable Tariff.

24.9 The Merchant shall deliver, to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and without any rubbish, damage or other debris inside. The Merchant shall be liable to reimburse the Carrier for any loss or damage to or destruction of any equipment or other fittings which are not returned in the condition as specified above, including the reasonable legal expenses and costs of recovering the costs incurred and interest thereon.

15.2 The Merchant shall be fully liable for and shall indemnify, hold harmless and defend the Carrier, its servants, agents and subcontractors and any third party for all loss, damage, delay, personal injury, death or expenses including fines and penalties, and all reasonable legal expenses and costs caused to the Carrier, the Vessel, any cargo, and other property, whether on board or ashore, arising from such Goods and/or from the breach of clause 15.1, whether or not the Merchant was aware of the nature of such Goods.

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