

SHIPPER  
 SAN MIGUEL FRUITS PERU S.A.  
 RUC:20136222725  
 CAL. CHINCHON NRO.1018,INT. 501  
 SAN ISIDRO-LIMA-PERU  
 ON BEHALF OF POLAR FRUIT  
 INTERNATIONAL SAC

**DRAFT  
 WAYBILL  
 NON NEGOTIABLE**

VOYAGE NUMBER
OVF2IN1MA
WAYBILL NUMBER
LMM0275070

CONSIGNEE  
 FRESH GARDEN S.A.  
 INSTALACIONES DE CENADA, BARREAL  
 DE HEREDIA, 625 METROS ESTE DEL  
 CENTRO COMERCIAL REAL CARIARI  
 GALPÓN #3, LOCAL 3306 HEREDIA  
 COSTA RICA CNT:SANDRA ALPIZAR\*

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify  
 FRESH GARDEN S.A.  
 INSTALACIONES DE CENADA, BARREAL  
 DE HEREDIA, 625 METROS ESTE DEL  
 CENTRO COMERCIAL REAL CARIARI  
 GALPÓN #3, LOCAL 3306 HEREDIA  
 COSTA RICA CNT:SANDRA ALPIZAR\*

**CARRIER:** CMA CGM Société Anonyme au Capital de 234 988 330 Euros  
 Head Office: 4, quai d'Arenç - 13002 Marseille - France  
 Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95  
 562 024 422 R.C.S. Marseille

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBILLS
		SAN JOSE - HEAD OFFICE	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
DUBLIN EXPRESS	PAITA	MOIN, L	HEREDIA

MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT
			KGS	KGS	CBM

CGMU5508928	1 x 40RH	1872 BOXES	17850.400	4580	50.000
SEAL 003SF020322					
SEAL G6436414					
SEAL AAJ472					
SEAL 252983					

1872 BOXES WITH FRESH GRAPES SUGAR CRISP VARIETY  
 (1872 CAJAS CON UVAS FRESCAS VARIEDAD SUGAR CRISP)  
 SAN MIGUEL FRUITS PERU S.A. - UVA CERTIFICADA CON  
 GGN: 4050373074845  
 PA. 0806.10.00.00  
 TEMPERATURE: -0.5C  
 VENTILATION: CLOSED  
 HUMIDITY: OFF  
 TR:260000103298/260000103297  
 FREIGHT COLLECT

\*EMAIL: SALPIZAR@VPCOM.COM  
 \*CNT:CRISTIAN CERNA-ALEXANDRA  
 GONZALES TEL: 7307300

Cargo is stowed in a refrigerated container set  
 at the shipper's requested carrying temperature  
 of -.5 degrees Celsius  
 "DUE TO SENSITIVENESS OF THE CARGO, THE CARRIER

Continued on Next Sheet Sheet 1 of 2  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

**ADDITIONAL CLAUSES**

- |   |   |
|---|---|
| 4. Cargo at port is at merchant risk, expenses and responsibility   | York/Antwerp rules, 2004.   |
| 5. FCL  | 202. Demurrage and detention shall be calculated and paid as per general tariff available on the web site www.cma-cgm.com, or in any of CMA CGM agency. However if special free time conditions are granted, then rates applicable as per general tariff grid shall start from the day following the last free day.   |
| 77. THC at destination payable by Merchant as per line/port tariff  | 208. Force majeure and proof thereof. For all purposes of this contract force majeure is defined as an irresistible force that prevents the Carrier from performing its obligations hereunder, including by way of illustration but not limited to, attacks by armed men, assault during carriage, theft, robbery, or any other similar act by third parties. The parties hereto specifically agree that in such cases the Carrier's filing of a criminal complaint before local authorities will be sufficient evidence to justify force majeure and exonerate the Carrier from any liability. |
| 91. Ground rent/storages/power supply/monitoring costs at port of discharge for Merchant's account according to port rates.   | 216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting thereof and be subject to freight surcharge.  |
| 92. Reefer container can only be operated by electrical power. During land transportation the Carrier will not be liable in any respect whatsoever for consequences, due to non refrigeration.  | 225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading on the   |
| 143. Shipper must ensure they are paid for their cargo prior to the beginning of the voyage. Shipper and any party to this bill of lading are advised that according to destination country law and practice the Carrier has absolutely no control on cargo once discharged. Cargo is delivered through customs to receiver. This may be done without surrendering original bill of lading to ship agent. In such case, the Carrier will not be responsible for any claim due to delivery of cargo without original bill of lading. |   |
| 194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the   |   |

RECEIVED by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of containers or other packages or units indicated above by the Merchant for carriage, subject to all the terms hereof (including the terms on page one) and tariff for the relevant trade, from the place of receipt or the port of loading, whichever applicable, to the port of discharge or place of delivery, whichever applicable. This Waybill is deemed to be a contract of carriage as defined in Article 1 (b) of the Hague Rules and Hague-Visby Rules although this is not a document of title to the Goods. DELIVERY will only be made on Payment of all Freight and Charges and to the named Consignee or any third party nominated by the Consignee by written instruction to the Carrier or his Agent, unless the Shipper instructs otherwise prior to delivery. The rights and liabilities arising according to the terms hereof shall (without prejudice to any rule of common law and status) become binding between the Carrier and Consignee as if this agreement has been made between them and the Shipper guarantees on reception of this Waybill that he has accepted it on his own behalf, on behalf of the Consignee and the Owner of the Goods, and warrants that he has authority to do so.

All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Waybill shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office.  
 This Waybill is issued subject to the C.M.I Uniform Rules for Sea Waybills.  
 (OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)

PLACE AND DATE OF ISSUE LIMA 21 MAY 2020

SIGNED FOR THE CARRIER CMA CGM S.A.  
 BY CMA CGM Peru S.A.C.  
 as agents for the carrier CMA CGM S. A.

SIGNED FOR THE SHIPPER  
 \*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED  
 TRANSPORT BILL OF LADING



**DRAFT**  
**WAYBILL**  
**NON NEGOTIABLE**

VOYAGE NUMBER
OVF2IN1MA
WAYBILL NUMBER
LMM0275070

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBILLS		
		SAN JOSE - HEAD OFFICE	ZERO (0)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
DUBLIN EXPRESS	PAITA	MOIN, L	HEREDIA		
MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT
			KGS	KGS	CBM

**WILL NOT BE HELD RESPONSIBLE FOR THE QUALITY OF  
THE CARGO UPON DISCHARGE INSOFAR AS THE  
REQUESTED SET TEMPERATURE HAS BEEN DULY  
MAINTAINED BY THE CARRIER"**

**Shipped on Board DUBLIN EXPRESS 21-MAY-2020 CMA CGM Peru S.A.C.  
As agents for the Carrier**

Weight in Kgs Total: 1 CONTAINER(S)      Continued From Previous Sheet      Sheet 2 of 2      17850.400      4580      50.000  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

**ADDITIONAL CLAUSES**

deck of any vessel and in taking remittance of this bill of lading the Merchant (including the shipper, the consignee and the holder of the bill of lading, as the case may be) confirms his express acceptance of all the terms and conditions of this bill of lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the goods on the deck of any vessel.

274. The Merchant is responsible for returning any empty container, with interior clean, free of any dangerous goods placards, labels or markings, at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidated damages equivalent to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention and demurrage and/or container indemnity as referred above.

337. This Waybill is governed by the Terms and Conditions available on the CMA CGM website (<http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses>) which the Merchant has read and accepted. The carrier is entitled to deliver the cargo to the Consignee, after payment of any outstanding

Freight, on provision of proper proof of identity without the need to produce or surrender a copy of this Sea Waybill.  
 358. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion. Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof

PLACE AND DATE OF ISSUE	LIMA	21 MAY 2020	SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Peru S.A.C. as agents for the carrier CMA CGM S. A.
SIGNED FOR THE SHIPPER			
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING			