

SHIPPER
 PLANTACIONES DEL SOL SAC-"ON BEHALF OF POLAR FRUIT INTERNATIONAL SAC"
 CALLE.TORRES PAZ NRO.683,PISO 4,
 DTO.401, CHICLAYO,LAMBAYEQUE-PERU
 RUC:20550858461/CTC:LUIS JIMENEZ
 ZAPATA TEL:074-233570/CEL:954150922

**DRAFT
 BILL OF LADING**

VOYAGE NUMBER
 OVF3QN1MA
 BILL OF LADING NUMBER
 LMM0286299

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'Arenic - 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 BILLS OF LADING
		MOIN, L	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
LIMARI	PAITA	MOIN, L	

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

CRSU6101165 SEAL 003SF023291 SEAL 040512SL SEAL ALA070 SEAL G6515237	1 x 40RH	2280 BOXES	21196.000	4740	40.000
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2280 BOXES WITH FRESH GRAPES IN 20 PALLETS
 VARIETY RED GLOBE (2280 CAJAS CON UVAS FRESCAS EN
 20 PALETAS VARIEDAD RED GLOBE)
 PA. 0806.10.00.00
 NET WEIGHT: 18,696.00 KG
 TEMPERATURE: 0.0C
 VENTILATION: CLOSED
 HUMIDITY: OFF
 ORDER AGREEMENT: PCRC070U
 TR: 5560118/5560593
 FREIGHT COLLECT
 *EMAIL: salpizar@vpcom.com

COLLECT CHARGES:
 BUNKER SURCHARGE NOS: USD 432.00
 TERMINAL HANDL. CH DESTINATIO: USD 395.00
 OCEAN FREIGHT ALL IN: USD 2,628.00

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	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.
91. Ground rent/storages/power supply/monitoring costs at port of discharge for Merchant s account according to port rates.	225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading on the 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.
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.	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
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 stated by the shipper to comprise the cargo specified above for transportation subject to all the terms hereof (including the terms on page one) from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, whichever is applicable. Delivery of the Goods will only be made on payment of all Freight and charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statutes rendering them binding upon the shipper, holder and carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.

All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Bill of Lading 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.

In witness whereof three (3) original Bills of Lading, unless otherwise stated above, have been issued, one of which being accomplished, the others to be void.

(OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)

PLACE AND DATE OF ISSUE	LIMA	21 OCT 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 BILL OF LADING

VOYAGE NUMBER
0VF3QN1MA
BILL OF LADING NUMBER
LMM0286299

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING		
		MOIN, L	THREE (3)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
LIMARI	PAITA	MOIN, L			
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

**Shipped on Board LIMARI 21-OCT-2020 CMA CGM Peru S.A.C. As
agents for the Carrier**

Weight in Kgs Total: 1 CONTAINER(S) Sheet 2 of 2 21196.000 4740 40.000
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

<p>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.</p> <p>343. In the event that this Bill of Lading is a Paperless Bill of Lading, it shall be 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 delivery of the cargo carried under a Paperless Bill of Lading shall be made to the Consignee after the Paperless Bill of Lading has been surrendered to the Carrier on the eBusiness platform and after payment of any outstanding Freight and charges.</p> <p>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</p>	<p>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</p>
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