

SHIPPER  
 SAN MIGUEL FRUITS PERU S.A.  
 RUC:20136222725 AV. JAVIER PRADO  
 ESTE N 560, OFICINA 1801-A - SAN  
 ISIDRO - LIMA - PERU CNT: CRISTIAN  
 CERNA-ALEXANDRA GONZALES  
 PHONE:7307300

**DRAFT  
 BILL OF LADING**

VOYAGE NUMBER  
 OV42N1MA  
 BILL OF LADING NUMBER  
 LMM0289942

CONSIGNEE  
 COMERCIALIZADORA MEXICO AMERICANA  
 S. DE R.L. DE C.V. AV. NEXTENGO  
 NO. 78 COL. SANTA CRUZ ACAYUCAN  
 AZCAPOTZALCO C.P. 02770, CIUDAD  
 DE MEXICO. MEXICO CMA9109119L0

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify  
 COMERCIALIZADORA MEXICO AMERICANA  
 S.DE R.L. DE C.V. AV. DE LA LUZ #34  
 FRACC. PARQUE INDUSTRIAL LA LUZ  
 CUAUTITLÁN IZCALLI, ESTADO DE  
 MÉXICO, CP. 54830.

**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 BILLS OF LADING
		MEXICO CITY	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
LIMARI	PAITA	MANZANILLO, MX	

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

CGMU5396849 SEAL 003SF026940 SEAL ABU030 SEAL G6498907 SEAL 135522	1 x 40RH	1872 BOXES	17850.400	4610	40.000
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1872 BOXES WITH FRESH GRAPES SWEET GLOBE VARIETY  
 (1872 CAJAS CON UVAS FRESCAS VARIEDAD SWEET GLOBE)  
 PA. 0806.10.00.00  
 TEMPERATURE: -0.5C  
 VENTILATION: CLOSED  
 HUMIDITY: OFF  
 TR: A741CE /A740SE  
 FDA : 14607087680  
 COLD TREATMENT  
 FREIGHT COLLECT  
 San Miguel Fruits Peru S.A. - Uva certificada con  
 GGN: 4050373074845  
 PO 9100017498

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  
 WILL NOT BE HELD RESPONSIBLE FOR THE QUALITY OF  
 THE CARGO UPON DISCHARGE IN SO FAR AS THE

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
- 5. FCL
- 77. THC at destination payable by Merchant as per line/port tariff
- 91. Ground rent/storages/power supply/monitoring costs at port of discharge for Merchant s account according to port rates.
- 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.
- 134. Terminos de linea / liner terms from ship's tackle to ship's tackle
- 194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.
- 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.
- 209. Carrier's liability for inland haulage in Mexico shall always be limited according to the article 10 of the carta porte / Mexican law: "when the freight does not include the additional charge, the liability of the "trucker" is strictly limited to the sum equivalent to 15 days of minimum wage effective in Mexico city per ton. This also applies when the shipment weight is more than 200 kg but less than 1000 kg. And for shipments under 200 kg the liability will be for days of minimum wage per remittance.
- 215. Whenever receivers do not take delivery of cargo after 50 days from discharging date the shipper is responsible towards the line for all expenses/charges/fees/freights and demurrages that may be incurred for return cargo to the POL.
- 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.
- 223. Maximum payload to transit across Mexican territories (Carrier and Merchant haulage) shall be as per applicable Mexican law / regulations. Any fine, penalty and/or extra cost that may be incurred as a result of not strictly complying with applicable Mexican regulations will be for Merchant account. CMA CGM, its agents, sub-contractors and/or servants shall in no events be liable for the payment of above

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 02 DEC 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

Table with 2 columns: Field Name, Value. Fields include VOYAGE NUMBER (0VF42N1MA), BILL OF LADING NUMBER (LMM0289942).

Main header table with columns: PRE CARRIAGE BY\*, PLACE OF RECEIPT\*, FREIGHT TO BE PAID AT, NUMBER OF ORIGINAL BILLS OF LADING, VESSEL, PORT OF LOADING, PORT OF DISCHARGE, FINAL PLACE OF DELIVERY\*, MARKS AND NOS, NO AND KIND OF PACKAGES, DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER, GROSS WEIGHT CARGO, TARE, MEASUREMENT.

REQUESTED SET TEMPERATURE HAS BEEN DULY MAINTAINED BY THE CARRIER"

PREPAID CHARGES:

TERMINAL HANDL CH ORIGIN: USD 100.00
EXPORT DECLARATION SURCHARGE: USD 32.00
COLLECT CHARGES:
COLD TREATMENT ADDITIONAL: USD 1,090.00
OCEAN FREIGHT ALL IN: USD 3,200.00

Shipped on Board LIMARI 02-DEC-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 4610 40.000
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

designed charges
225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading 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...
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...

Table with 2 columns: Field Name, Value. Fields include PLACE AND DATE OF ISSUE (LIMA 02 DEC 2020), SIGNED FOR THE SHIPPER, SIGNED FOR THE CARRIER (CMA CGM S.A. BY CMA CGM Peru S.A.C. as agents for the carrier CMA CGM S. A.), and a disclaimer: \*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING