

SHIPPER  
 AGRICOLA LAS MARIAS S.A.C.  
 AV. ALFREDO BENAVIDES NRO 474  
 INT 202 LIMA, LIMA MIRAFLORES -  
 PERU ATTN: ISABEL PEÑALOZA  
 PH: 4444-980 ANEXO 28

**DRAFT  
 WAYBILL  
 NON NEGOTIABLE**

VOYAGE NUMBER  
 OV7F7AN1MA  
 WAYBILL NUMBER  
 LMM0342337

CONSIGNEE  
 RVI (RUSSIAN VENTURE INVESTMENTS)  
 JSC  
 BLDG.4, NO.28,SREDNYAYA  
 KALITNIKOVSKAYA STREET, ROOM 8,  
 PREMISE VIII,1-ST FLOOR,  
 MOSCOW,109029,RUSSIAN FEDERATION

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify  
 RVI (RUSSIAN VENTURE INVESTMENTS)  
 JSC  
 BLDG.4, NO.28,SREDNYAYA  
 KALITNIKOVSKAYA STREET, ROOM 8,  
 PREMISE VIII,1-ST FLOOR,  
 MOSCOW,109029,RUSSIAN FEDERATION

**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
		SANTIAGO	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
DIMITRIS C	PAITA	SAINT PETERSBURG	

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

CGMU5071139 SEAL 003SF037091 SEAL CM050087 SEAL G6561692 SEAL ADN617	1 x 40RH	2280 BOXES	20290.000	4600	40.000
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2280 BOXES FRESH GRAPES RED GLOBE  
 2280 UVAS FRESCAS VARIEDAD RED GLOBE  
 IN 20 PALLETS  
 PA. 0806.10.00.00  
 TEMPERATURE: 0.0C  
 VENTILATION: CLOSED  
 HUMIDITY: OFF  
 TR: 6346840/6347396

FREIGHT ELSEWHERE PAYABLE BY DOLE CHILE S.A

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 INsofar AS THE REQUESTED SET TEMPERATURE HAS BEEN DULY MAINTAINED BY THE

Continued on Next Sheet Sheet 1 of 3  
 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.
- 136. The Line is not responsible for any damage or loss to the cargo or extra costs resulting from Customs inspections/sampling and/or Government regulations. Merchant, Shipper, Consignee and holder of this bill of lading will each be fully responsible for any costs, fines or penalties incurred as a result of such inspections/sampling and/or Customs actions and/or Government regulations.
- 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.
- 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.
- 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.
- 231. If the container(s) supplied or on behalf of the Carrier are not collected by the Merchant or consigned to an alternative Merchant or re-exported under Shipper's instructions within 90 (ninety) days following the physical arrival of the container(s) at the port of destination, Shipper and Merchant jointly undertake to indemnify the carrier of the value of the container(s), and Carrier will consequently abandon and assign to

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 I (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	05 JAN 2022	SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Peru S.A.C. as agents for the carrier CMA CGM S. A.
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SIGNED FOR THE SHIPPER  
 \*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED  
 TRANSPORT BILL OF LADING



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

VOYAGE NUMBER
OVF7AN1MA
WAYBILL NUMBER
LMM0342337

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBILLS		
		SANTIAGO	ZERO (0)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
DIMITRIS C	PAITA	SAINT PETERSBURG			
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

**CARRIER"**

The Merchant represents and warrants that (i) they are fully allowed to conduct business transactions/shipments with Russia, (ii) the description of the commodity is true and accurate and fully complies with the Russia sanction regulations, including but not limited to the relevant European Union regulation(s) on restrictive measures against Russia, the U.S. Executive Order 13662 dated March, 24th 2014, as well as the Special Designated National and Blocked Persons List and the Sectorial Sanctions Identification List (SDNs and SSI lists published by the Office of Foreign Assets Control) of the United States of America and the Decree of the Government of the Russian Federation n°778 of August, 7th 2014, as amended (iii) they shall maintain a process that ensures compliance with these requirements and keep records of same available on our first demand. In case of breach of any of the foregoing representations and warranties, CMA CGM may suspend or terminate the Contract of Carriage, at any time, without notice or indemnity. The Merchants will, at their own expenses, indemnify and hold CMA CGM, its affiliates, officers, directors, employees, agents and third-party sub-contractors, harmless from and against any expense, cost, claim, fine, loss, liability and legal expenses (including attorney's fees, court costs) arising out of or resulting from the acts or omissions of the Merchants' breaching the above representations and warranties.

**PREPAID CHARGES:**

BUNKER SURCHARGE NOS: USD 966.00  
EXPORT DECLARATION SURCHARGE: USD 27.00  
WINTER SURCHARGE: USD 250.00  
OCEAN FREIGHT ALL IN: USD 5,238.00

**COLLECT CHARGES:**

TERMINAL HANDL. CH DESTINATIO: USD 460.00  
CONTAINER INSPECTION FEES AND : USD 10.00

Shipped on Board DIMITRIS C 05-JAN-2022 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 3 20290.000 4600 40.000  
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

**ADDITIONAL CLAUSES**

<p>Shipper and Merchant jointly all the consequences including financial risks related thereof.</p> <p>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.</p> <p>314. The Merchant represents and warrants that (i) they are fully allowed to conduct business transactions/shipments with Russia, (ii) the description of the commodity is true and accurate and fully complies with the Russia sanction regulations, including but not limited to the relevant European Union regulation(s) on restrictive measures against Russia, EU Regulation 833/2014 and its subsequent amendments, the applicable U.S. Executive Orders and their subsequent amendments, and applicable United Kingdom regulations, (iii) the Merchant represents and warrants that it is not listed or</p>	<p>detained/controlled by an entity listed by the United States, European Union, United Nations or United Kingdom as a "Blocked Person", "Denied Person", "Specially Designated National", (iv) origin of the goods is not Crimea or Sevastopol (v) goods destined to Crimea or Sevastopol are not restricted by the applicable U.S. and/or E.U. regulations and received proper authorizations from competent authorities (vi) they shall maintain a process that ensures compliance with these requirements and keep records of same available on our first demand. In case of breach of any of the foregoing representations and warranties, CMA CGM may suspend or terminate the Contract of Carriage, at any time, without notice or indemnity. The Merchants will, at their own expenses, indemnify and hold CMA CGM, its affiliates, officers, directors, employees, agents and third-party sub-contractors, harmless from and against any expense, cost, claim, fine, loss, liability and legal expenses (including attorney's fees, court costs) arising out of or resulting from the acts or omissions of the Merchants' breaching the above representations and warranties.</p> <p>337. This Waybill is governed by the Terms and Conditions available on the CMA CGM website (<a href="http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses">http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses</a>) 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</p>
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CONTAINER AND SEALS	OF PACKAGES						

Continued From Previous Sheet Sheet 3 of 3  
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

**ADDITIONAL CLAUSES**

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  
366. The Merchant warrants that the particulars relating to the Goods have been checked and that such particulars are adequate and correct. In case of failure of the Merchant to comply with such warranty, the Carrier shall be entitled to charge the Merchant at any time an amount of USD 2,000 per Container or Goods (for non-containerized cargo) as processing and administrative fees. This fee shall also be

applicable in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier, or the weight declared to the Carrier (for non-containerized cargo), and the weight declared by the Shipper in his shipping instruction or otherwise weighted during the Carriage.  
369. All local charges generating in Peru are to be paid by the Merchant to the agent and designated empty container depot, who render the services locally. All local charges are duly registered on the website <https://www.cma-cgm.com/local/peru/tariffs-local-charges>  
372. Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or related to the performance of the Carriage of the Goods with third parties, including but not limited to digital supply chain platforms.

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