

SHIPPER
 SAN MIGUEL FRUITS PERU S.A.
 RUC:20136222725 CALLE LAS
 ORQUIDEAS 444, PISO 7, SAN ISIDRO-
 LIMA-PERU CNT:CRISTIAN CERNA -
 ALEXANDRA GONZALES
 PHONE:7307300

**DRAFT
 BILL OF LADING**

VOYAGE NUMBER
 ODVEAN1MA
 BILL OF LADING NUMBER
 LMM0386996

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
 CUAUTITLAN IZCALLI, ESTADO
 DE MEXICO, 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	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
NEOKASTRO	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
FBIU5206570 SEAL 003SF044839 SEAL H3169742 SEAL AES323 SEAL H05257F SEAL 0091157	1 x 40RH	2280 BOXES 2280 BOXES WITH FRESH GRAPES SWEET GLOBE VARIETY (2280 CAJAS CON UVAS FRESCAS VARIEDAD SWEET GLOBE) PA. 0806.10.00.00 TEMPERATURE: 0 C VENTILATION: CLOSED HUMIDITY: OFF TR:260000771125 /8401916294 FDA : 14607087680 PO N: 8351120080 COLD TREATMENT "SE EMBARCA UVAS EN 20 PALLETS CHEP B4840A" EN CASO DE REQUERIR EL ESTADO DE CERTIFICACION GLOBALG.A.P. CONSULTE EL ARCHIVO DE PACKING LIST PE-OPE-FO-093-ES FREIGHT COLLECT "DUE TO SENSITIVENESS OF THE CARGO, THE CARRIER WILL NOT BE HELD RESPONSIBLE FOR THE QUALITY OF Continued on Next Sheet Sheet 1 of 3 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.	21196.000	4600	40.000

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 07 DEC 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.

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. Rows: VOYAGE NUMBER (0DVEAN1MA), BILL OF LADING NUMBER (LMM0386996)

Table with 4 columns: PRE CARRIAGE BY*, PLACE OF RECEIPT*, FREIGHT TO BE PAID AT, NUMBER OF ORIGINAL BILLS OF LADING. Includes VESSEL (NEOKASTRO), PORT OF LOADING (PAITA), PORT OF DISCHARGE (MANZANILLO, MX), and FINAL PLACE OF DELIVERY*.

Table with 6 columns: MARKS AND NOS CONTAINER AND SEALS, NO AND KIND OF PACKAGES, DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER, GROSS WEIGHT CARGO, TARE, MEASUREMENT.

THE CARGO UPON DISCHARGE INSOFAR AS THE REQUESTED SET TEMPERATURE HAS BEEN DULY MAINTAINED BY THE CARRIER"
Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of 0 degrees Celsius

PREPAID CHARGES:
TERMINAL HANDL CH ORIGIN: USD 100.00
COLLECT CHARGES:
EXPORT DECLARATION SURCHARGE: USD 32.00
BUNKER SURCHARGE NOS: USD 1,014.00
COLD TREATMENT ADDITIONAL: USD 1,090.00
OCEAN FREIGHT ALL IN: USD 4,586.00

Shipped on Board NEOKASTRO 07-DEC-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 21196.000 4600 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...
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.

Table with 2 columns: Field Name, Value. Rows: PLACE AND DATE OF ISSUE (LIMA, 07 DEC 2022), SIGNED FOR THE SHIPPER, SIGNED FOR THE CARRIER (BY CMA CGM Peru S.A.C. as agents for the carrier CMA CGM S. A.)



DRAFT BILL OF LADING

VOYAGE NUMBER
0DVEAN1MA
BILL OF LADING NUMBER
LMM0386996

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING		
		MEXICO CITY	THREE (3)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
NEOKASTRO	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

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

ADDITIONAL CLAUSES

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.

PLACE AND DATE OF ISSUE	LIMA	07 DEC 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.
-------------------------	------	-------------	--

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