

SHIPPER  
 AGRICOLA CERRO PRIETO SA  
 CAL. DEAN VALDIVIA 111 INT. 601 SAN  
 ISIDRO LIMA - PERU RUC: 20461642706  
 CTC:MARLENE GALLARDO AYLLON  
 TLF/FAX/E-MAIL:51 1 6193900 /  
 MGALLARDO@ACPAGRO.COM

**DRAFT  
 BILL OF LADING**

VOYAGE NUMBER  
 0DVG8N1MA  
 BILL OF LADING NUMBER  
 LMM0418970

CONSIGNEE  
 WESTFALIA FRUIT UK LTD  
 1ST FLOOR 42 KINGS HILL AVENUE  
 KINGS HILL WEST MALLING KENT  
 ME19 4AJ EORI GB751807918000  
 CTC:AIDA VINCENT  
 PHONE:+ 44 (0) 1322 425 555\*

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify  
 WESTFALIA FRUIT UK LTD  
 1ST FLOOR 42 KINGS HILL AVENUE  
 KINGS HILL WEST MALLING KENT  
 ME19 4AJ EORI GB751807918000  
 CTC:AIDA VINCENT  
 PHONE:+ 44 (0) 1322 425 555\*

**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
		LIMA	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
NEOKASTRO	PAITA	LONDON GATEWAY PORT, ESS	

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

BMOU9627122	1 x 40RC	2400 BOXES	25990.000	4410	50.000
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SEAL 003PL029926  
 SEAL C6862418  
 SEAL CM149393  
 SEAL AFR172

2400 BOXES WITH FRESH AVOCADOS  
 VARIETY HASS  
 2400 CAJAS DE PALTAS FRESCAS  
 VARIEDAD HASS  
 P.A. 0804.40.00.00  
 TR: 5034114055/VB5G014A/VB5G0072  
 TEMPERATURE: 6C  
 O2 : 4 % //CO2:6%  
 VENTILATION: OFF  
 HUMIDITY: OFF  
 FDA REGISTER: 19265592090

\*E-MAIL:  
 PACKING.LISTS.UK@WESTFALIAFRUIT.COM

FREIGHT PREPAID  
 "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 2  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

- |   |   |
|---|---|
| 4. Cargo at port is at merchant risk, expenses and responsibility   | 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.<br>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.<br>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. |
| 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.  |   |
| 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   |   |

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	19 JUL 2023	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
BILL OF LADING

Table with 2 columns: Field Name, Value. Fields include VOYAGE NUMBER (0DVG8N1MA), BILL OF LADING NUMBER (LMM0418970).

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.

CARRIER"
Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of 6 degrees Celsius

PREPAID CHARGES:
BUNKER SURCHARGE NOS: USD 966.00
EXPORT DECLARATION SURCHARGE: USD 27.00
EXPORT SERENITY CONTAINER GUAR: USD 25.00
IMPORT SERENITY CONTAINER GUAR: USD 25.00
ATMOSPHER CONTROL (CA): USD 1,500.00
SEALING SERVICE EXPORT: USD 20.00
OCEAN FREIGHT ALL IN: USD 2,492.00
COLLECT CHARGES:
TERMINAL HANDL. CH DESTINATIO: GBP 240.00

Shipped on Board NEOKASTRO 20-JUL-2023 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 25990.000 4410 50.000
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

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.
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.
374. Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods and the Container(s) listed in this Bill of Lading shall be destined and on-carried to Russian Federation territory or Republic of Belarus after unloading at port of discharge.
375. Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods listed in this Bill of Lading shall be stuffed and on-carried from the Russian Federation territory or Republic of Belarus before loading at port of loading.

Table with 2 columns: Field Name, Value. Fields include PLACE AND DATE OF ISSUE (LIMA, 19 JUL 2023), 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.