DRAFT
BILL OF LADING

VOYAGE NUMBER: 0RPE4N1MA

BILL OF LADING NUMBER: LMM0431419

SHIPPER

PLANTACIONES DEL SOL SAC
CAL.TORRES PAZ NRO. 683 PISO 4
DEP. 401, CHICLAYO - LAMBAYEQUE -
PERU
RUC: 20550858461
CONTACTO: LUIS JIMENES ZAPATA*

CONSIGNEE

CAPESPAN NORTH AMERICA
243 U.S. 130 PEDRICKTOWN, NJ 08067
USA
ATTENTION: STEPHEN VOGT
EMAIL: STEPHENV@CAPESPAN-NA.COM
PHONE: 1-856-742-0242

NOTIFY PARTY, Carrier not to be responsible for failure to notify

J & K FRESH EAST
A DIVISION OF 721 LOGISTICS LLC 399
MARKET STREET SUITE 220
PHILADELPHIA, PA 19106 - USA
ATTENTION: BILL FAGAN
EMAIL: DOCS@JKFRESHEAST.COM**

EXPORT REFERENCES

CARRIER: CMA CGM Société Anonyme au Capital de 234 988 330 Euros
Head Office: 4, quai d'Arenc - 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
		VIRGINIA BEACH, VA	THREE (3)
VESSEL	**PORT OF LOADING**	**PORT OF DISCHARGE**	**FINAL PLACE OF DELIVERY***
SEATRADE GREEN	PAITA, PERU	PHILADELPHIA, PA	

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
CGMU6938498	1 x 40RC	2160 BOXES	20712.000	4540	50.000
SEAL 004VA434287					
SEAL CM139717					
SEAL C6875008					
SEAL AGQ847					
SEAL 289057					

2160 BOXES WITH FRESH GRAPES SWEET GLOBE VARIETY
(2160 CAJAS CON UVAS FRESCAS VARIEDAD SWEET GLOBE)

P.A.: 0806.10.00.00
HS CODE: 0806.10
FDA: 13541387058
NET WEIGHT: 17,712.00 KG
TR: 6450965 - 6875950
TEMPERATURE: 0.0 C
VENTILATION: CLOSED
HUMIDITY: OFF
FREIGHT COLLECT

*
TELEFONO: 074 - 233570
CELULAR: 954150922
**
PHONE: 1-610-994-5060

FREIGHT COLLECT

Continued on Next Sheet

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.

191. Unless the value of cargo is declared on the face of this bill of lading or waybill in the conditions set for on the reverse, limitation of liability in respect of loss or damage to goods shall not exceed US$ 500 per package, or customary freight unit if goods are not shipped in package.

194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.

214. U.S. demurrage and detention conditions are billed per CMA-CGM (America)'s U.S. tariff or service contracts filed with the FMC

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.

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

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 30 OCT 2023

SIGNED FOR THE SHIPPER

*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING

SIGNED FOR THE CARRIER CMA CGM S.A.
BY CMA CGM Peru S.A.C.
as agents for the carrier CMA CGM S. A.

DRAFT
BILL OF LADING

VOYAGE NUMBER
0RPE4N1MA
BILL OF LADING NUMBER
LMM0431419

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING
		VIRGINIA BEACH, VA	THREE (3)
VESSEL	**PORT OF LOADING**	**PORT OF DISCHARGE**	**FINAL PLACE OF DELIVERY***
SEATRADE GREEN	PAITA, PERU	PHILADELPHIA, PA	

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

"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 CARRIER"

Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of 0 degrees Celsius

PREPAID CHARGES:
EXPORT DOCUMENTATION FEE: USD 0.00
COLLECT CHARGES:
SMART REEFER CONTAINER: USD 50.00
BASIC FREIGHT: USD 2,322.00
BUNKER SURCHARGE NOS: USD 864.00
EXPORT DECLARATION SURCHARGE: USD 32.00
EXPORT SERENITY CONTAINER GUAR: USD 25.00
IMPORT SERENITY CONTAINER GUAR: USD 25.00
SEALING SERVICE EXPORT: USD 20.00
COLD TREATMENT ADDITIONAL: USD 1,090.00

Shipped on Board SEATRADE GREEN 30-OCT-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 20712.000 4540 50.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

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.

315. Following to the slow down / lock out affecting the US west coast ports, cargo may be discharged in an alternative port without notice - subject to availability - or be on forwarded to the intended port of destination. All additional costs, including but not limited to storage, demurrage, at the alternative port, or extra on forwarding freight shall be for Merchant's account and payable prior to delivery.

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.

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.

PLACE AND DATE OF ISSUE LIMA 30 OCT 2023

SIGNED FOR THE SHIPPER

*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING

SIGNED FOR THE CARRIER CMA CGM S.A.
BY CMA CGM Peru S.A.C.
as agents for the carrier CMA CGM S. A.