

# SEA WAYBILL OF LADING FOR PORT TO PORT OR COMBINED TRANSPORT



**ZIM Integrated Shipping Services Ltd**

SHIPPER / EXPORTER (NAME & ADDRESS) <b>AGRICOLA CERRO PRIETO SA</b> <b>RUC: 20461642706</b> <b>CAL. DEAN VALDIVIA 111 INT. 601</b> <b>SAN ISIDRO LIMA - PERU PERU</b> <b>CONTACTO:MARLENE GALLARDO AYLLON*</b>	BOOKING No. <b>ZIMULMA800640</b>	WAYBILL No. <b>ZIMULMA800640</b>
	SPECIAL AGREEMENT: This Waybill is not a bill of lading and no bill of lading will be issued. The contract of carriage evidenced by this Waybill is deemed to be a contract of carriage as defined in Article 1(b) of the Hague Rules and Hague-Visby Rules (as applicable) and for shipments to or from or through the U.S.A., this Waybill shall be subject to U.S. COGSA which Act shall by this contract also apply to this Waybill as if this Waybill were a non-negotiable straight bill of lading, however this Waybill is not a document of title to the Goods. Delivery pursuant to this non-negotiable waybill will be made to the Consignee named, or his agent, on production of proof of identity at the Port of Destination or final Destination (if contracted for), whichever applicable without surrender or delivery of this waybill.	

CONSIGNEE (NAME & ADDRESS) <b>DEL REY AVOCADO COMPANY</b> <b>1260 SOUTH MAIN AVENUE FALLBROOK</b> <b>CA 92028 USA CONTACT:ALEX BABILLIS</b> <b>AND DONNY LUCY PH: 760-728-8325</b> <b>EMAIL:DONNY@DELREYAVOCADO.COM**</b>	FORWARDING AGENT F.M.C. No.  POINT AND COUNTRY OF ORIGIN (FOR SHIPPER'S REFERENCE ONLY)
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NOTIFY (NAME & ADDRESS) <b>J&amp;K FRESH EAST, DIV OF 721</b> <b>LOGISTIC LLC</b> <b>399 MARKET STREET, SUITE 220</b> <b>PHILADELPHIA PA 19106 USA</b> <b>CONTACT: ALEX BABILIS***</b>	REMARKS / EXPORT OR OTHER INSTRUCTIONS  <b>Reference:ACP002ZIM</b> <b>SHIPPED ON BOARD 06/06/2023</b>
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INITIAL CARRIAGE  VESSEL * <b>ALGOL</b>	PLACE OF RECEIPT OF GOODS * (IF CONTRACTED FOR)	PORT OF LOADING * <b>PAITA</b>	FURTHER ROUTING (AT SHIPPER'S EXPENSE, RISK AND RESPONSIBILITY)
PORT OF DESTINATION * <b>PHILADELPHIA (PA)</b>	FINAL DESTINATION * (IF CONTRACTED FOR)	VOY. <b>26/N</b>	
* FOR DEFINITION SEE CLAUSE 1 OVERLEAF			

**PARTICULARS AS FURNISHED BY SHIPPER**

MKS & NOS. / CONT. NOS.	DESCRIPTION OF GOODS	WEIGHT	MEASUREMENT
	<b>AS PER ATTACHED LIST</b>  	<b>KGS</b>	<b>M3</b>
<b>1</b>	<b>CONT TOT. TARE : 4,360</b>	<b>CARGO W : TOTAL 24,880.00</b>	<b>40.00</b>

DETAILS	RATE		FREIGHT	
	PER	AMOUNT	PREPAID	COLLECT
<b>NEW BUNKER FACTOR</b>	<b>C</b>	<b>USD 1,174.00</b>		<b>1,174.00</b>
<b>GREEN FUEL SURCHARGE</b>	<b>C</b>	<b>USD 100.00</b>		<b>100.00</b>
<b>OCEAN FREIGHT</b>	<b>C</b>	<b>USD 4,486.00</b>		<b>4,486.00</b>
AD VALOREM FREIGHT		<b>USD</b>		<b>5,760.00</b>
TOTAL				

SHIPPER'S DECLARED VALUE OF GOODS: If shipper enters a value, Carriers "package" limitation of liability shall not apply and ad valorem freight will be charged (See Clause 21)

**CLAUSES AS PER ATT LIST**

NOTE: Received in apparent good order and condition, unless otherwise stated herein, the Goods or packages or Containers said to contain the units and amount of Goods specified herein for carriage subject to the terms and conditions hereof (including the terms and conditions of the reverse side hereof and the terms and conditions of the Carrier's Tariff Rules) 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). The Shipper agrees and acknowledges that the weight, measure, marks, numbers, quality, contents and value of the Goods as declared are unknown to and not admitted by the Carrier, but that the Carrier has relied upon the Shipper's representation as to the number of packages stated herein. If the acknowledged tally is of Containers, this indicates that the Container has been packed and sealed by the Shipper at his premises without the Carrier being represented and able to check or verify either the tally of Goods or the stowage, which are consequently unknown to him. In accepting this Waybill the Shipper expressly accepts and agrees to be bound by all the terms, stipulations, exceptions, limitations, liberties and conditions stated herein, whether written, printed, stamped or otherwise incorporated on the front and/or reverse side hereof as well as the provisions of the Carrier's Tariff Rules, Regulations and Schedules, without exceptions, as fully as if they were all signed by the Shipper, and the Carrier's undertaking to carry the Goods is made on the basis of the Shipper's acceptance and agreements as aforesaid.

Without prejudice to the generality of the foregoing, the Shipper's attention is drawn to the fact that the terms of the Bill of Lading are continued on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delay.

In addition, attention is drawn, inter alia, to Clauses 7 (Notice of Loss, Time Bar), 13 (Shipper Declarations), 19 (Lien), 14 (Dangerous and Hazardous Goods) and 22 (Law and Jurisdiction). The Package limitation mentioned in Clause 21 will not be applicable in the event that contents are carefully declared, itemized, valued by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for.

IN WITNESS of the contract contained herein this Waybill has been signed by or on behalf of Zim Integrated Shipping Services Ltd. (as Carrier).

FREIGHT PAYABLE AT  
**NORFOLK (VA)**

PLACE AND DATE OF ISSUE  
**PAITA on 03/06/2023**

IN VIEW OF THE DANGER OF CONFISCATION, WARRANTED VESSEL, NOT TO CALL AT PORTS AND NOT TO ENTER THE TERRITORIAL WATERS OF ANY ARAB COUNTRIES BELONGING TO THE STATE OF ISRAEL AND/OR ACTIVELY SUPPORTING THE ARAB BOYCOTT, PRIOR TO UNLOADING AT PORT OF DESTINATION UNLESS IN DISRESS OR SUBJECT TO FORCE MAJEURE.

ATTACHED LIST FOR B/L : ZIMULMA800640

VESSEL: ALGOL

VOYAGE: 26/N

LOAD PORT: PAITA

PORT OF DESTINATION: PHILADELPHIA (PA)

FINAL DESTINATION:

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<u>MKS &amp; NOS/SEAL.NO</u>	<u>DESCRIPTION OF GOODS</u>	<u>WEIGHT KGS</u>	<u>MEASUR. M3</u>
CONT:ZMOU8936809 1 CNT SEAL: A4231645106  SEAL: 003SF050277  SEAL: 346065 /RH40 (CY/CY)	1920 BOXES 1920 BOXES WITH FRESH AVOCADOS 1920 CAJAS DE PALTAS FRESCAS P.A. 0804.40.00.00 FDA REGISTER: 19265592090 TERMOGRAPHS: 5034103487 /VB5F1090 /VB5F1113 TEMPERATURE: 6C FREIGHT COLLECT	24,880.00	40.00

\* TEL.: 51 1 6193900 /  
EMAIL:MGALLARDO@ACPAGRO.COM  
\*\* SOPHIA@DELREYAVOCADO.COM ;  
PATRICK@DELREYAVOCADO.COM ;  
GERARDO@DELREYAVOCADO.COM ;  
ABABILLIS@721LOGISTICS.COM  
\*\*\* PHONE: (610) 994-5083  
FAX: (610) 362-1201  
EMAIL: ABABILLIS@721LOGISTICS.COM;  
EMOSS@JKFRESHEAST.COMAGRAHAM@JKFRESHEAST.COM

STOWED IN REEFER CONTAINER AT TEMPERATURE OF PLUS  
6C VENT CLOSED

SHIPPER'S LOAD STOWAGE & COUNT  
CONT TARE WEIGHT: 4360

1	CONT TOT. TARE : 4,360	CARGO W :	24,880.00	40.00
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CLAUSES:

MERCHANTS ACKNOWLEDGE AND ACCEPT THAT ADDITIONAL CHARGES AND SERVICE FEES RELATED TO DELIVERY OF CARGO AND EQUIPMENT OCCURRING IN PERU ARE APPLICABLE. THESE SERVICES ARE PROVIDED AND INVOICED BY LOCAL COMPANIES AND TO BE PAID BY MERCHANTS PRIOR CARGO RELEASE. PLEASE CHECK BELOW LINK TO VALIDATE DETAILED RATES INFORMATION IN  
[HTTP://COSMOS.COM.PE/CONTENT/INDEX.ASPX?AID=116](http://COSMOS.COM.PE/CONTENT/INDEX.ASPX?AID=116)  
MERCHANTS ACKNOWLEDGE AND ACCEPT THE CARRIER APPROVAL IS REQUIRED FOR CARGO RELEASE.

THE TERMS AND CONDITIONS OF THIS SEA WAYBILL CAN BE FOUND ON THE CARRIER'S WEBSITE AT:  
[HTTPS://WWW.ZIM.COM/WAYBILL](https://www.zim.com/waybill)  
A MISDECLARATION FEE SHALL BE CHARGED TO THE MERCHANT - AT CARRIER'S FULL DISCRETION - IN ANY CASE OF SHIPPERS' DANGEROUS GOODS / HAZMAT MISDECLARATION.  
SEAWAY B/L - NO ORIGINAL ISSUED