



NON-NEGOTIABLE WAYBILL

SCAC SEAU

B/L No. 913102926

Shipper PLANTACIONES DEL SOL SAC CALLE.TORRES PAZ NRO. 683, PISO 4, DTO. 401, CHICLAYO, LAMBAYEQUE-PERU RUC: 20550858461 CTC: LUIS JIMENEZ ZAPATA TEL: 074 - 233570 CEL: 954150922		Booking No. 913102926
Consignee Giumarra International Berry, LLC 15651 OLD MILKY WAY ESCONDIDO, CA 92027; TAX ID # 76-0766686 CTC: TOM RICHARDSON EMAIL: giumarraberriesphilly@giumarra.com TEL: (213) 627-2900		Export references Svc Contract 298178386
Notify Party (see clause 22) J&K Fresh LLC 2101 E El Segundo Blvd Ste 203, El Segundo, CA 90245 (310) 419-8770 EMAIL: ISF@jkgfresh.com, Chile@jkgfresh.com		This contract is subject to the terms and conditions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Sealand Americas Bill of Lading (available from the carrier, its agents and at https://terms.sealandmaersk.com/americas/carriage), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorised agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the Carrier's negligence.
Vessel MAERSK NEWARK		Voyage No. 138N
Port of Loading Paita		Port of Discharge Port Hueneme
Place of Receipt. Applicable only when document used as Multimodal Waybill		Place of Delivery. Applicable only when document used as Multimodal Transport B/L. (see clause 1)
Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)		

PARTICULARS FURNISHED BY SHIPPER

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No. 1 Container Said to Contain 6240 BOXES 6240 BOXES WITH FRESH BLUEBERRY VARIETY: VARIETY BILOXI, EMERALD, SNOWCHASER, VENTURA (6240 CAJAS CON ARANDANO FRESCO VARIEDAD: VARIETY BILOXI, EMERALD, SNOWCHASER, VENTURA) P.A. 0810.40.00.00 THERMOGRAPHS: 6409463 / 6409470 NET WEIGHT: 12,729.60 KG TEMPERATURE: 0.0 C O2:8% - CO2: 12% VENTILATION: CERRADA HUMEDITY: 95% COLD TREATMENT FDA: 11471279678	Weight 15729.600 KGS	Measurement 40.0000 CBM
Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.		

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Bunker Adjustment Factor	741.00	Per Container	USD		741.00
Basic Ocean Freight	4359.00	Per Container	USD		4359.00
Star Care Reefer Service	1500.00	Per Container	USD		1500.00
Captain Peter - Reefer Monitoring	50.00	Per Container	USD		50.00
Cold Treatment Service	1000.00	Per Container	USD		1000.00
Fresh Pass - Import	250.00	Per Container	USD		250.00
Peak Season Surcharge	1000.00	Per Container	USD		1000.00
USDA Inspection Charge	237.00	Per Container	USD		237.00

Carrier's Receipt. Total number of containers or packages received by Carrier. 1 container	Place of Issue of Waybill Lima Peru	Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"
Shipped on Board Date (Local Time)	Date Issue of Waybill	
Declared Value Charges (see clause 7.3 of the Sealand Americas Bill of Lading) for Declared Value of US\$		

Forwarder PORT LOGISTICS SAC AV MANUEL OLGUIN SURCO LIMA	Signed by the Carrier Maersk A/S trading as Sealand Americas
_____ Maersk Line Peru S.A.C. As Agent(s)	

MMAU1321545 ML-PE0561613 40 REEF 9'6 6240 BOXES 15729.600 KGS 40.0000 CBM
 Temperature: 0.0 C
 Customs Seal : 002AU123013
 Veterinarian Seal : 203590
 Starcare Controlled Atmosphere Sea Transport Services
 SHIPPERS LOAD, STOW, WEIGHT AND COUNT
 All the local charges occurring at Peru and to be paid by the merchants are duly identified in the BL.

These local charges are published on the website <https://www.sealandmaersk.com/local-information/americas/peru> together with a detailed description. Merchants acknowledge and accept these local charges when contracting our services, other charges might be applicable.
 "Goods carried under this transport document are subject to cold treatment for which a fee is being charged. For such Goods, Carrier undertakes to exercise due diligence to provide properly approved containers and temperature measuring and recording devices.
 Carrier reserves the right to retain the Goods inside the Container:
 (i) at origin; if between the time the container has been closed by the Merchant and 24 hours prior to the loading on the first vessel the temperature of the Goods has increased or is still out of the agreed protocol; and/or
 (ii) at destination; if at the time of arrival at the port of destination, the sterilization period is due to be completed within a maximum of four days.

Carrier reserves the right to re-start the cold treatment protocol during carriage at its discretion when there is sufficient time to finalize the protocol within a maximum of four days after the arrival of the last vessel, according to the transport plan, to the port of destination.

Carrier reserves the right to change the set temperature in the Container to ensure the timely completion of the cold treatment protocol.

If the Carrier is not able to complete cold treatment of the Goods in accordance with the above, the Merchants remedy (to the exclusion of any other) is, that:
 (i) if the Merchant choses to complete cold treatment after delivery of the Goods by the Carrier; the Carrier will waive any detention, demurrage and/or storage costs for up to five (5) days; or
 (ii) if the Merchant decides to divert the Goods to a new destination where cold treatment

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
USD			USD		9137.00

is not required; (a) the Carrier will waive the change of destination charge and freight to such new destination; and (b) the Carrier will compensate the Merchant for the difference in value of the Goods at the original destination and the destination chosen under this item (ii) (values to be determined with reference to relevant source for sound market value of the particular commodity as determined at the discretion of the Carrier).

Merchant agrees to hold harmless and indemnify Carrier for any and all consequences arising from or out of Goods being carried at an agreed temperature lower than the optimal carriage temperature for the goods."

Freight Collect.

CY/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect