

SHIPPER  
 SAN MIGUEL FRUITS PERU S.A.  
 RUC:20136222725 AV. JAVIER PRADO  
 ESTE N 560, OFICINA 1801-A - SAN  
 ISIDRO - LIMA - PERU CNT: CRISTIAN  
 CERNA-ALEXANDRA GONZALES  
 PHONE:7307300

**DRAFT  
 BILL OF LADING**

VOYAGE NUMBER  
 0MHSMW1MA  
 BILL OF LADING NUMBER  
 LMM0293487

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. CMA9109119L0

**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	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
CMA CGM NIAGARA	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

CGMU5269989 SEAL 003SF027599 SEAL G6503946 SEAL 136695 SEAL ABO340	1 x 40RH	1800 BOXES	17260.000	4580	40.000
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1800 BOXES WITH FRESH GRAPES SUGAR CRISP VARIETY  
 (1800 CAJAS CON UVAS FRESCAS VARIEDAD SUGAR CRISP)  
 PA. 0806.10.00.00  
 TEMPERATURE: -0.5C  
 VENTILATION: CLOSED  
 HUMIDITY: OFF  
 TR:A7410U/A740VY  
 FDA : 14607087680  
 PO: 9100017590  
 COLD TREATMENT  
 FREIGHT COLLECT  
 San Miguel Fruits Peru S.A. - Uva certificada con  
 GGN: 4050373074845

Cargo is stowed in a refrigerated container set  
 at the shipper's requested carrying temperature  
 of -.5 degrees Celsius

"DUE TO SENSITIVENESS OF THE CARGO, THE CARRIER

Continued on Next Sheet Sheet 1 of 3

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.
- 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	20 JAN 2021	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

VOYAGE NUMBER
0MHSMW1MA
BILL OF LADING NUMBER
LMM0293487

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING		
		MEXICO CITY	ZERO (0)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
CMA CGM NIAGARA	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

**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"**

**PREPAID CHARGES:**

**TERMINAL HANDL CH ORIGIN: USD 100.00**  
**EXPORT DECLARATION SURCHARGE: USD 32.00**  
**COLLECT CHARGES:**  
**COLD TREATMENT ADDITIONAL: USD 1,090.00**  
**OCEAN FREIGHT ALL IN: USD 3,200.00**

Shipped on Board CMA CGM NIAGARA 20-JAN-2021 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      17260.000      4580      40.000  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

### ADDITIONAL CLAUSES

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 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.  
 343. In the event that this Bill of Lading is a Paperless Bill of Lading, it shall be governed by the Terms and Conditions available on the CMA CGM website (<http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses>) which the Merchant has read and accepted. The delivery of the cargo carried under a Paperless Bill of Lading shall be made to the Consignee after the Paperless Bill of Lading has been surrendered to the Carrier on the eBusiness platform and after payment of any outstanding Freight and charges.  
 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. Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof

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

### ADDITIONAL CLAUSES

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 as processing and operational fees. This fee shall also be applicable in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier and the weight declared by the Shipper in his shipping instruction or otherwise weighted during the Carriage.

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