

SHIPPER  
 CONSORCIO AGRICOLA L&F SAC  
 AV. BUENOS AIRES M P LOTE 8  
 PENSACOLA CHIMBOTE, PERÚ  
 MARIA ESTHER BARRETO SANCHEZ  
 CONSORCIO@GRUPOLYF.COM.PE  
 51-4343411281 / 942644743

**DRAFT  
 BILL OF LADING**

VOYAGE NUMBER  
 080WVN  
 BILL OF LADING NUMBER  
 LMM0193244

CONSIGNEE  
 ANTON DURBECK  
 GMBH HESSENRING 120, D-61348  
 BAD HOMBURG V.D.H., ALEMANIA  
 TELEFONO: 0049 6172 6806-0 /  
 0049 6172 6806-100  
 CONTACT NAME: MATHIAS DÜRBECK

EXPORT REFERENCES



**CARRIER:** CMA CGM - Société Anonyme au capital de 175 000 000 euros  
 Head Office: 4, quai d'Arenc - 13002 Marseille - France  
 Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95  
 B 562 024 422 R.C.S. Marseille

NOTIFY PARTY, Carrier not to be responsible for failure to notify  
 GOES HANDLINGCENTER  
 INDUSTRIETERRAIN OUDENRIJN  
 VELDZIGT 60, NL-3454 PW DE MEERN,  
 NETHERLANDS  
 TLF: 0031 0883251523/00310883251526  
 CTC: ANICK GOES / PIM VAN DEN BOSCH

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING
		ROTTERDAM	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
HANSA EUROPE	CALLAO	ROTTERDAM	

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

GESU9131623 SEAL PL637859 SEAL D0174028	1 x 40RH	2280 BOXES	22000.000	4800	50.000
---	----------	------------	-----------	------	--------

FCL/FCL  
 2,280 BOXES WITH FRESH  
 GRAPES RED GLOBE IN 20 PALLETS  
 HS CODE: 0806100000  
 THERMOREGISTERS: 2030141200 / 2030141199  
 TEMPERATURE: 0°C  
 HUMIDITY: OFF  
 VENTILATION: CLOSE  
 COLD TREATMENT

FREIGHT COLLECT

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

"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"

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
- 5. FCL
- 77. THC at destination payable by consignees as per line/port tariff
- 91. Ground rent/storages/power supply/monitoring costs at port of discharge for Receiver'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 payable by the Merchant as per CMA CGM tariff available on the web site www.cma-cgm.com, or in any of CMA CGM agency
- 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 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.

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	02 JAN 2016	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
080WVN
BILL OF LADING NUMBER
LMM0193244

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING		
		ROTTERDAM	ZERO (0)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
HANSA EUROPE	CALLAO	ROTTERDAM			
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

Shipped on Board HANSA EUROPE 02-JAN-2016 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      22000.000      4800      50.000  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

PLACE AND DATE OF ISSUE	LIMA	02 JAN 2016	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			