

SHIPPER
AGRO VICTORIA S.A.C. CAL. ASUNCION NRO. 125 LIMA - LIMA - MIRAFLORES - PERU TLF. (51-1) 715-1010

**DRAFT  
BILL OF LADING**

VOYAGE NUMBER
326WCN
BILL OF LADING NUMBER
LMM0230970

CONSIGNEE
NC MILREP PACKING S.L. MERCAMADRID NAVE BETA 8 28053 MADRID CIF: B84696582

EXPORT REFERENCES
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NOTIFY PARTY, Carrier not to be responsible for failure to notify
MOOY LOGISTICS BV TRANSPORTWEG 15 2742 RH WADDINXVEEN PAISES BAJOS ATTN: IMPORT - MRS ANNA MATZ AMATZ@MOOY.NL ; LIMPORT@MOOY.NL*

**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
		BARCELONA	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
CARTAGENA EXPRESS	CALLAO	ALGECIRAS	

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

APRU5775954	1 x 40RH	4392 BOXES	19710.000	4580	50.000
SEAL 003PL001107					
SEAL F9049043					

**FCL/FCL**

4392 BOXES OF FRESH POMEGRANATES IN 20 PALLETS  
HS CODE: 0810.90.90.00  
THERMOREGISTERS:  
2798729643 / 2798729631  
TEMPERATURE: 6°C  
VENTILATION: 10 CBM/HR  
HUMIDITY: 95%  
FREIGHT COLLECT

COLLECT CHARGES: USD 4,000.00  
TERMINAL HANDL. CH DESTINATIO: EUR 306.00

\*  
TEL: +31180454305 FAX: +31180454545

Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of 6 degrees Celsius

"DUE TO SENSITIVENESS OF THE CARGO, THE CARRIER WILL NOT BE HELD RESPONSIBLE FOR THE QUALITY OF THE CARGO UPON DISCHARGE IN SO FAR AS THE

Continued on Next Sheet Sheet 1 of 2  
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

**ADDITIONAL CLAUSES**

- |  |  |
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| <p>4. Cargo at port is at merchant risk, expenses and responsibility</p> <p>5. FCL</p> <p>77. THC at destination payable by consignees as per line/port tariff</p> <p>91. Ground rent/storages/power supply/monitoring costs at port of discharge for Receiver's account according to port rates.</p> <p>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.</p> <p>194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.</p> <p>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.</p> <p>216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may</p> | <p>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.</p> <p>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.</p> <p>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.</p> |
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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	25 APR 2018	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

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BILL OF LADING NUMBER
LMM0230970

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CARTAGENA EXPRESS	CALLAO	ALGECIRAS			
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

**REQUESTED SET TEMPERATURE HAS BEEN DULY  
 MAINTAINED BY THE CARRIER"**  
**Shipped on Board CARTAGENA EXPRESS 25-APR-2018 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      19710.000      4580      50.000  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES	
<p>330. Following to the strike affecting ports in Spain, and in application of the clause 10 of our bill of lading - matters affecting performance - cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. All additional costs, including but not limited to storage and terminal handling charges, all transshipment demurrage at the alternative discharge port, or all extra on forwarding costs, shall be for Merchant's account and payable upon delivery. Carrier shall not be liable for any delay or suspension in the carriage</p>	

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