



# BOOKING CONFIRMATION

PORT LOGISTICS SAC  
Av. Manuel Olguin 211, Of 401, 402, 403

Surco

aalva@plx.com.pe; pe087-buzonbooking.pe@msc.com

Dear Customer,

21-September-2023

MSC MEDITERRANEAN SHIPPING COMPANY S.A. ("MSC") is herewith pleased to confirm your booking based on the information you communicated to us and which is summarized hereunder for your kind review. This Booking Confirmation formalizes the contract you concluded with MSC for the transportation of your cargo which is subject to both the MSC and MSC's Agencies Terms & Conditions accessible on our website [www.msc.com/che/contract-of-carriage](http://www.msc.com/che/contract-of-carriage), some main terms of which are reproduced in the "BOOKING TERMS" on the last page of this document.

Your booking is handled and followed by Brenda Espinoza Tel. +51 1 221 7561 Email. [brenda.espinoza@msc.com](mailto:brenda.espinoza@msc.com).

You may also wish to track your container's movement online under [www.msc.com/che](http://www.msc.com/che) ("Track a shipment")

<b>BOOKING REFERENCE</b> VALID FOR GATE-IN(*)	<b>EBKG06725065</b>	<b>ORIGINAL/SEA WAYBILL(**)</b> NUMBER	<b>MEDUP3028016</b>	<b>BOOKING DATE</b> 21/09/2023
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(\*)Pick-up-reference-see on container level(page 2).

(\*\*) Booking party/Shipper are invited to read carefully at [www.msc.com](http://www.msc.com) the depositions of the POL Agency T&Cs in respect of issuance of Sea Waybill.

<b>BOOKING CLIENT</b>	PORT LOGISTICS SAC AV. MANUEL OLGUIN 211, OF 401, 402, 403  SURCO, PHONE:940495231		
<b>SHIPPER</b>	QALI FRUITS SAC  CALLE DEAN VALDIVIA 111 OF. 601  SAN ISIDRO, 15046		
<b>BOOKING REQUESTOR AND DETAIL</b>	ALONDRA ALVA, PHONE:940495231, E-MAIL:AALVA@PLX.COM.PE; PE087-BUZONBOOKING.PE@MSC.COM		
<b>SERVICE CONTRACT/RATE REF. N°</b>	R08723010000042	<b>EDI TRANSACTION N°</b>	EBKG06725065
<b>FREIGHT PAYMENT TERMS</b>	COLLECT	<b>FREIGHT PAYABLE AT</b>	
<b>CUSTOMER REFERENCE NUMBER</b>		<b>PURCHASE ORDER N°</b>	
<b>GATE IN AT TERMINAL/DEPOT</b>	APM TERMINALES PORTUARIOS SA		
<b>CONTACT DETAILS</b>			

<b>PLACE OF ORIGIN</b>		<b>CARRIER'S HAULAGE BY</b>	
<b>PORT OF LOADING</b>	CALLAO	<b>EST. TIME OF ARRIVAL/DEPARTURE</b>	26/09/2023 13:00 26/09/2023 20:00
<b>VESSEL NAME</b>	MSC ATHENS (LLOYDS NO. 9618305)	<b>VOYAGE NUMBER</b>	NX338R
<b>PORT OF TRANSHIPMENT N°1</b>	CRISTOBAL	<b>EST. TIME OF DEPARTURE</b>	
<b>CONNECTING VESSEL N°1</b>		<b>VOYAGE NUMBER</b>	
<b>PORT OF TRANSHIPMENT N°2</b>		<b>EST. TIME OF DEPARTURE</b>	
<b>CONNECTING VESSEL N°2</b>		<b>VOYAGE NUMBER</b>	
<b>PORT OF DISCHARGE</b>	PHILADELPHIA	<b>EST. TIME OF ARRIVAL</b>	17/10/2023 07:00
<b>TERMINAL OF DISCHARGE</b>			
<b>FINAL DESTINATION</b>		<b>CARRIER'S HAULAGE BY</b>	

<b>TOTAL CONTAINER (S)</b>	1	<b>TEUS</b>	2	<b>OUT OF WHICH</b>	<b>IMO/HAZ</b>	0	<b>REEFER</b>	1	<b>S.O.C</b>	0
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Detail of equipment (including cargo description) is shown on next page. Please note that this equipment is reserved for this specific booking and cannot be used for other shipment or booking. Any costs resulting from an undue substitution of containers and/or wrong cargo stuffing is for cargo's account only.

GATE-IN AT TERMINAL/DEPOT	First Receiving(Date/Time)	CUT-OFF(Date/Time)
DRY	24/09/2023 10:00	25/09/2023 11:00
REEFER	24/09/2023 10:00	25/09/2023 17:00

OTHERS	DATE/TIME
SHIPPING INSTRUCTIONS CUT-OFF	24/09/2023 12:00
HAZ/IMO CUT-OFF	23/09/2023 12:00
VERIFIED GROSS MASS CONFIRMATION(SOLAS) CUT-OFF	25/09/2023 05:00

IMPORTANT: Non respect of the above closing times may lead to your cargo being rolled-over onto the next vessel and trigger additional costs

MEDITERRANEAN SHIPPING COMPANY DEL PERU S.A.C.

AV. ALVAREZ CALDERON NO. 185 - OF. 501

SAN ISIDRO

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EQUIP.TYPE/NUMBER	40HR	QUANTITY	1	HAZARDOUS	N	S.O.C	N
PICKUP BY		PICKUP REF		REEFER	Y	TEMP(C)	-1.00
PICK UP AT DEPOT	MEDLOG PERU S. A. (*)			AS FROM		UNTIL	
ORIGIN ADDRESS				DATE/TIME			
				O.O.G			
REEFER REQUIREMENT	COLD TREATMENT	Y		CONTROL ATMOSPH./TECH	Y / StarCool AV+	GEN SET	N
	DEHUMIDIFICATION	%		BULB MODE	N	AIR VENTS	cbm/h
	CARBON DIOXIDE LEVEL(%)	12.00		NITROGEN LEVEL(%)	0.00	OXYGEN LEVEL(%)	6.00
	TEMP.CONTROL INSTR.						
CARGO DESCRIPTION	FRESH BLUEBERRIES			HS CODE	081040	WEIGHT (KG)	15,731.00
				UN NUMBER		IMO CLASS	
REMARKS	<p>(*) PICK UP DEPOT ADDRESS:AV. NÉSTOR GAMBETA 358 - CALLAO.,CALLAO  EMBARQUE VÍA PHILADELPHIA MAYOR A 19.9 TONS CARGARÁ \$250 DE OVERWEIGHT (LÍMITE 25.4 TONS)  MILITARY AND/OR PARA-MILITARY CARGO: For any intended booking regarding the shipment of military and/or para-military cargo (defined in the broadest sense as cargo which has or might have a military purpose and/or cargo that is or might be destined to or originating from military or para-military authorities or their suppliers, including so-called dual-use cargo, as well as sport-weapons and military exhibition related cargo), it is mandatory to submit the following documents to MSC as a condition precedent for acceptance of such booking: packing list, commercial invoice, HS codes consisting of minimum 6 digits, full details of the manufacturer and end user of such cargo, technical or safety data sheet of the Goods, copy of the import license and/or export license of the importer/ exporter of such cargo, any other relevant authorisation, final destination of the Goods.  The Merchant must specifically notify any military or para-military shipment to the Carrier before the release of the Carrier's equipment . No booking of military / para-military cargo can be accepted without MSC having received the prior approval from the relevant authorities.  Furthermore, the compliance policy requirements of MSC must be adhered to. Any booking obtained on the basis of incomplete or inaccurate information as to the nature or value of the cargo shall not be binding on MSC and/ or shall be considered a material breach of contract, entitling MSC to suspend, modify or cancel the transportation at the Merchant's sole risk and expenses, and without prejudice to any other remedy available to the Carrier.  The Merchant shall indemnify the Carrier against any and all claims, losses, costs, expenses and liabilities of any nature whatsoever arising from or in connection with the failure to comply with those provisions. MSC shall be entitled to apply a charge of minimum USD 5'000.00 per Container for any misdeclaration in relation to military and/or para-military shipment, including but not limited to misdeclaration of any commodity listed on the US Munitions List or on the Wassenaar Arrangement Dual List Categories . This charge shall be levied without prejudice to the Cargo Mis-Description fee and any other applicable charges.  THE CONTRACT OF CARRIAGE INCLUDES THE FREIGHT AND ALL THE LOCAL CHARGES  <a href="https://www.msc.com/per/contract-of-carriage/msc-peru-terms-conditions">HTTPS://www.msc.com/per/contract-of-carriage/msc-peru-terms-conditions</a>.   THE CONTRACT OF CARRIAGE INCLUDES THE FOLLOWING LOCAL CHARGES IN PERU : DESPACHO DOCUMENTARIO ; DESPACHO DE CONTENEDOR AND GATE IN/OUT, SUBJECT TO THE CARRIER'S TERMS AND CONDITIONS.  (<a href="http://www.msc.com/per/contract-of-carriage/msc-peru-terms-conditions">www.msc.com/per/contract-of-carriage/msc-peru-terms-conditions</a>)  Merchants formally acknowledge the extraordinary situation created by the ongoing war in Ukraine and recognise the increased risk generated by a carriage undertaken in the given circumstances. Merchants fully indemnify and hold Carrier harmless against all claims, damages, losses, or expenses whatsoever incurred at the result of this carriage and expressly endorse Carrier's rights to suspend or declare the voyage ended at any time before or during the Carriage and accept bearing any reasonable costs accrued at the result of such decision of suspension or ending of the voyage.</p>						

**ADDITIONAL BOOKING REQUIREMENTS AND INFORMATION**

FREIGHT & CHARGES	BASIS	CURRENCY	AMOUNT	PREPAID	COLLECT	AT
<b>TOTAL</b>						

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#### MSC BOOKING TERMS

**CONTRACT OF CARRIAGE-MEDITERRANEAN SHIPPING COMPANY DEL PERU S.A.C.** ACTS AS AGENT FOR AND ON BEHALF OF MSC MEDITERRANEAN SHIPPING COMPANY S.A (THE "CARRIER," "MSC") ONLY. THIS BOOKING CONFIRMATION FORMALIZES THE FREIGHT CONTRACT CONCLUDED BETWEEN THE MERCHANT (AS DEFINED IN CLAUSE 1 OF THE MSC BILL OF LADING/ SEA WAYBILL TERMS & CONDITIONS FOUND AT WWW.MSC.COM/CHE/CONTRACT-OF-CARRIAGE) AND MSC, AS A CONSEQUENCE OF WHICH BOTH BOOKING PARTY AND SHIPPER BECOME JOINTLY AND SEVERALLY CONTRACTUAL PARTNERS OF MSC. THE CONTRACT OF CARRIAGE AND ALL SERVICES OF THE CARRIER ARE SUBJECT TO THE CARRIER'S TERMS & CONDITIONS WHEN A BILL OF LADING IS ISSUED SUBJECT TO THE "BL STANDARD TERMS AND CONDITIONS" OR, IN ALL OTHER CASE SUBJECT TO THE "SEA WAYBILL TERMS & CONDITIONS", THE PRESENT BOOKING TERMS AND THE LOCAL AGENCY TERMS & CONDITIONS AT PORTS OF LOADING, TRANSSHIPMENT AND DISCHARGE. THE FREIGHT CONTRACT IS AGREED ON STRICT FCL-FCL TERMS.

**CARGO'S DESCRIPTION AND WEIGHT** - BOOKING PARTY AND SHIPPER ARE RESPONSIBLE FOR AND HAVE TO RECHECK ALL INFORMATION PROVIDED CONCERNING DESCRIPTION OF GOODS, HAZARDOUS (IMO) CARGOES, REEFER AND OUT OF GAUGE (OOG) DETAILS AS WELL AS FOR THE CORRECTNESS OF WEIGHTS INDICATED. THE INFORMATION FURNISHED ON THIS BOOKING CONFIRMATION WILL SERVE AS BASIS FOR THE ISSUANCE OF THE BILL OF LADING/SEA WAYBILL. ANY DISCREPANCIES, INACCURACIES OR MISSING DETAILS MUST BE NOTIFIED TO THE CARRIER WITHOUT DELAY. ANY INCONSISTENCY AT THE TIME OF RECEIPT OF THE GOODS, ESPECIALLY IN RESPECT OF THE CARGO'S WEIGHT, MAY LEAD TO SUBSTANTIAL RISK AND COSTS FOR ACCOUNT OF THE MERCHANT AND MIGHT RESULT IN SHORT-SHIPMENTS. THE VERIFIED/DECLARED TOTAL WEIGHT MUST INCLUDE ANY PACKAGING AND ANY PACKING MATERIALS USED TO SECURE THE CARGO IN THE CONTAINER AND FOR EACH CONTAINER SEPARATELY. IT IS THE MERCHANT'S RESPONSIBILITY TO ENSURE THAT PACKAGING AND PACKING MATERIALS, ESPECIALLY TIMBER, COMPLY WITH ALL APPLICABLE REQUIREMENTS AND THEIR IMPORT IS PERMITTED IN THE COUNTRY OF DESTINATION. MSC DOES NOT PERMIT ITS CONTAINERS TO BE USED IN ANY MANNER WHATSOEVER TO LIFT, LOAD, MOVE OR CARRY CARGOES THAT: a) ARE WRONGLY DECLARED, OR b) WEIGH IN EXCESS OF THE VGM OR COMMERCIAL / MANIFEST WEIGHT DECLARED, OR c) WEIGH IN EXCESS OF THE PAYLOAD OF THE EQUIPMENT. SHOULD MSC BE MADE AWARE, PRIOR OR DURING CARRIAGE, THAT ITS CONTAINERS HAVE BEEN USED IN BREACH OF ANY OF THE ABOVE PROHIBITIONS, THE CONTAINER(S) CONCERNED MAY BE REFUSED FOR LOADING, KEPT ONBOARD FOR RETURN TO ORIGIN, DISCHARGED AT THE NEXT CONVENIENT PORT AND/OR CORRECTIVE MEASURES SUCH AS, BUT NOT LIMITED TO, RESTUFFING INTO OTHER CONTAINERS MAY BE TAKEN AT MSC'S SOLE DISCRETION AND AT THE MERCHANT'S SOLE RISKS AND EXPENSES. MERCHANT SHALL BE LIABLE TOWARDS MSC AND ITS AGENTS FOR ALL LOSSES, CLAIMS, FINES, DEMANDS, SUITS AND ACTIONS OF ANY KIND WHATSOEVER INCLUDING IN RESPECT OF DEATH AND PERSONAL INJURY, LEGAL AND COURT EXPENSES, WHETHER DIRECTLY OR INDIRECTLY RESULTING FROM OR CONNECTED TO SUCH UNAUTHORIZED USE OF THE MSC'S CONTAINERS. ANY EXTRA WORK GENERATED DUE TO A BREACH OF ANY OF THE ABOVE PROHIBITIONS SHALL GIVE RISE TO AN AD HOC SURCHARGE AND MSC RESERVES IT RIGHTS TO EXERCISE ITS LIEN OVER THE INFRINGING CARGO AND/OR ANY OTHER CARGO CARRIED ON BEHALF OF THE MERCHANT UNTIL THE COSTS DUE TO MSC, INCLUDING SURCHARGE, HAVE BEEN FULLY PAID.

**SANCTIONS AND IMPORT/EXPORT CONTROL LAWS** - THE MERCHANT SHALL ENSURE THAT ITS BOOKING AND RELATED SHIPMENT ARE AT ALL TIME COMPLIANT WITH EACH AND EVERY TRADE SANCTIONS AND/OR IMPORT/EXPORT LAWS APPLICABLE TO THE MERCHANT, THE CARRIER OR THE CARGO ("SANCTIONS"). THE MERCHANT WILL NOT CAUSE THE CARRIER TO BREACH ANY SANCTIONS, INCLUDING BUT NOT LIMITED TO SWISS AND EU REGULATIONS, AND, WHEN APPLICABLE, US REGULATIONS. IN CASE OF ANY FAILURE BY THE MERCHANT TO COMPLY WITH SANCTIONS, THE MERCHANT SHALL INDEMNIFY, DEFEND AND HOLD THE CARRIER, ITS SERVANTS AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, COSTS, LOSSES, EXPENSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS). THE CARRIER MAY, AT ITS OWN DISCRETION, CANCEL THIS BOOKING, REFUSE LOADING OR DISCHARGE OR OTHERWISE TAKE ANY ACTION NEEDED TO ENSURE COMPLIANCE WITH SANCTIONS AT MERCHANT'S COST, RISK, AND EXPENSE.

**REEFERS AND CONTROLLED TEMPERATURE SHIPMENTS** - THE USE OF DRY-VAN CONTAINERS IN LIEU OF REEFER OR TEMPERATURE-CONTROLLED CONTAINERS IS LEFT TO THE SOLE MERCHANT'S APPRECIATION AND DECISION AND THE CARRIER SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THERMAL OR CONDENSATION LOSS OR DAMAGE SUSTAINED BY REASON OF NATURAL VARIATIONS IN ATMOSPHERIC TEMPERATURES WHETHER THE CARGO WAS CARRIED ON OR UNDER DECK. BOOKING PARTY, SHIPPER AND ITS REPRESENTATIVES ARE RESPONSIBLE TO CHECK AND CORRECT THE PRE-SETTINGS OF THE CONTAINER TEMPERATURE PRIOR TO STUFFING. MSC OR ITS AGENT SHALL NOT BE HELD LIABLE FOR TEMPERATURE DAMAGES GENERATED BY HOT STUFFING OR NON-ADJUSTED/WRONG PRE-SETTINGS. SAVE WHERE GOODS ARE CARRIED IN AN OPERATING REFRIGERATED CONTAINER, THE CARRIER HAS NO LIABILITY WHATSOEVER FOR LOSS OR DAMAGE TO THE GOODS CAUSED BY VARIATIONS IN ATMOSPHERIC CONDITIONS (E.G., TEMPERATURE, HUMIDITY). SHOULD THE CARGO/CONTAINERS BE REJECTED BY AUTHORITIES FURTHER TO A DEVIATION FROM THE SETTING TEMPERATURE, THE CARRIER SHALL NOT ACCEPT ANY RESPONSIBILITY WHATSOEVER DUE TO SUCH REJECTIONS UNLESS THE CARGO SUFFERED DAMAGE FROM SUCH DEVIATION AND THE DAMAGE IS PROVEN BY WAY OF SURVEY REPORT OR LABORATORY ANALYSES; THE MERE DEVIATION OR IMPORT REJECTION NOT CONSTITUTING SUCH AN EVIDENCE. ALL COSTS AND EXPENSES EXPOSED IN RELATION TO SUCH REJECTION SHALL BE INCURRED FOR ACCOUNT OF THE SOLE MERCHANTS.

**HIGH VALUE SHIPMENTS** - THE MERCHANTS HEREBY REPRESENT THAT THE CARGO VALUE PER CONTAINER LOAD, DOES NOT EXCEED THE SUM OF USD 200 000.00 AND THEY ACKNOWLEDGE THAT THE QUOTATION IS BASED ON THE REPRESENTATION THAT THE CARGO VALUE IS LESS THAN USD 200 000. IN THE EVENT THAT THE CARGO VALUE EXCEEDS THE AFOREMENTIONED SUM AND THE MERCHANTS FAIL AND/OR NEGLECT TO NOTIFY THE CARRIER IN WRITING PRIOR TO THEIR ACCEPTANCE OF THE QUOTATION, THE CARRIER'S LIABILITY SHALL BE LIMITED TO EITHER USD 200 000 OR THE LIMITATION AS PROVIDED FOR IN THE CONTRACT OF CARRIAGE, WHICHEVER THE LESSER.

**HIGH VALUE COMMODITY MIS-DECLARATION FEE** - ANY CARGO WITH A COMMERCIAL VALUE EXCEEDING USD 250,000 (TWO HUNDRED AND FIFTY THOUSAND US DOLLARS) MUST BE DECLARED TO MSC OR ITS AGENT AT THE TIME OF BOOKING. FAILURE BY THE MERCHANT TO INFORM MSC WILL RESULT IN THE APPLICATION OF A HIGH VALUE COMMODITY MIS-DECLARATION FEE OF 25,000 USD (TWENTY FIVE THOUSAND US DOLLARS), BEING EXPRESSLY AGREED THAT SUCH INFORMATION TO MSC SHALL NOT BE CONSIDERED AS A DECLARATION OF VALUE AND THE DOCUMENTATION SO ISSUED WILL NOT BE DEEMED AD VALOREM UNLESS THIS HAS BEEN FORMALLY AGREED BY MSC AND THE CORRESPONDING SURCHARGE PAID BY THE MERCHANT.

**DANGEROUS AND HAZARDOUS (IMO) CARGOES** - DANGEROUS OR HAZARDOUS GOODS HAVE BEEN ACCEPTED BY THE CARRIER IN RELIANCE OF THE MERCHANT'S NOTICE OF THEIR FULL AND TRUE NATURE. THE MERCHANT'S DANGEROUS OR HAZARDOUS GOODS DECLARATIONS MUST BE IN THE FORMAT REQUIRED BY ALL APPLICABLE REGULATIONS. THEIR EFFECTIVE LOADING ONBOARD REMAINS SUBJECT TO THE VESSEL MASTER'S ACCEPTATION.

**EQUIPMENT POSITIONING AND INSPECTION** - QUOTED TIMES AND DATES FOR EMPTY POSITIONING ARE ALWAYS SUBJECT TO EQUIPMENT AVAILABILITY. IN CASE OF MERCHANT'S HAULAGE, THE BOOKING PARTY AND SHIPPER ARE RESPONSIBLE FOR INSPECTING THE EMPTY CONTAINER FOR ITS SUITABILITY TO CARRY THE SPECIFIC SHIPMENT BOOKED AT THE TIME OF EMPTY PICKUP FROM THE DEPOT/TERMINAL EITHER DIRECTLY OR VIA THEIR TRUCKERS. ANY LATER REFUSAL OF CONTAINER WILL CAUSE ADDITIONAL COSTS FOR ACCOUNT OF THE MERCHANT AND NEITHER MSC NOR ITS AGENT SHALL BE HELD LIABLE FOR THE COSTS OF CHANGING OR REPLACING A CONTAINER THAT WAS ACCEPTED DURING EMPTY POSITIONING UNLESS THE VICE AFFECTING THE CONTAINER WAS NOT DETECTABLE DURING A SUMMARY CHECK IN WHICH CASE THE COSTS OF THE CONTAINER CHANGING SHALL BE EQUALLY SHARED. NOTWITHSTANDING THE ABOVE, A LIGHT-TEST IS COMPULSORY PRIOR TO EACH EMPTY CONTAINER'S ACCEPTANCE AND NO LIABILITY SHALL BE BORNE BY MSC OR ITS AGENT FOR COSTS OF EXCHANGING A CONTAINER FOUND WITH HOLES OR CRACKS AT A LATER STAGE.

**CONTAINER SEAL(S)** - NOTWITHSTANDING THE PROVISION OF CONTAINER SEAL(S) BY THE CARRIER, IT IS THE MERCHANT'S RESPONSIBILITY TO ENSURE THAT THE TYPE OF SEAL AFFIXED TO THE CONTAINER(S) IS COMPLIANT WITH ALL APPLICABLE REGULATIONS. IN THE EVENT THE MERCHANT DOES NOT USE CARRIER'S SEALS, THE MERCHANT SHALL USE SEALS WHICH ARE COMPLIANT WITH THE LATEST ISO REGULATIONS OR EQUIVALENT SECURITY REQUIREMENTS. THE MERCHANT SHALL INDEMNIFY CARRIER AGAINST ANY LOSS, DAMAGE, LIABILITY OR EXPENSES WHATSOEVER AND HOWSOEVER ARISING, CAUSED BY THE MERCHANT'S USE OF A SEAL WHICH DOES NOT COMPLY WITH THIS PROVISION.

**SAILING/ARRIVAL DATES AND TRANSIT-TIME** - QUOTED TIMES AND DATES FOR LOADING ARE ALWAYS SUBJECT TO SPACE ONBOARD, POSSIBLE PORTS CONGESTIONS, ADVERSE SEA CONDITIONS, SAFETY AND OPERATIONAL CONSIDERATIONS. ADVERTISED TRANSIT TIMES, SAILING AND ARRIVAL DATES ARE THUS ESTIMATED TIMES ONLY AND SCHEDULES MAY BE ADVANCED, DELAYED OR CANCELLED WITH THE CARRIER HAVING NO LIABILITY FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES SUSTAINED AS THE RESULT OF SUCH MODIFICATION.

**FREIGHT AND CHARGES** - FREIGHT AND CHARGES ARE BASED ON INSTRUCTIONS PROVIDED AT THE DATE OF THIS BOOKING CONFIRMATION AND MAY CHANGE IF THE SHIPPER'S INSTRUCTIONS CHANGE. UNLESS OTHERWISE AGREED IN ADVANCE, THE APPLICABLE TARIFF FOR FREIGHT AND CHARGES FOR THE GOODS IS THE TARIFF IN EFFECT AS AT THE DATE THE CARRIER TAKES POSSESSION OF THE GOODS. ALL QUOTED CHARGES ARE "VATOS" (VALID AT THE TIME OF SHIPMENT), UNFORESEABLE AND ADDITIONAL EXPENSES (SUCH AS STATUTORY INCREASE, WAR RISK, CONGESTION, ETC.) BEFORE, DURING AND AFTER THE SEA-CARRIAGE MAY AT ANY TIME BE CHARGED BY THE CARRIER TO THE MERCHANT. THE MERCHANT IS ADVISED THAT EXTRA CHARGES MAY BE LEVIED BY LOCAL AUTHORITIES IN ADDITION TO THE FREIGHT AND CHARGES LISTED IN THIS BOOKING CONFIRMATION THAT THE CARRIER MAY BE REQUIRED TO COLLECT ON BEHALF OF THE LOCAL AUTHORITIES. UNLESS EXPRESSLY AGREED OTHERWISE, ALL INVOICES ARE PAYABLE IMMEDIATELY IN THE CURRENCY MENTIONED ON THE INVOICE RECEIVED AND WITHOUT DEDUCTION OR RIGHTS OF RETENTION OR OF SET-OFF WHATSOEVER.

**MILITARY AND/OR PARA-MILITARY CARGO** - FOR ANY INTENDED BOOKING REGARDING THE SHIPMENT OF MILITARY AND/OR PARA-MILITARY CARGO (DEFINED IN THE BROADEST SENSE AS CARGO WHICH HAS OR MIGHT HAVE A MILITARY PURPOSE AND/OR CARGO THAT IS OR MIGHT BE DESTINED TO OR ORIGINATING FROM MILITARY OR PARA-MILITARY AUTHORITIES OR THEIR SUPPLIERS, INCLUDING SO-CALLED DUAL-USE CARGO, AS WELL AS SPORT-WEAPONS AND MILITARY EXHIBITION RELATED CARGO), IT IS MANDATORY TO SUBMIT THE FOLLOWING DOCUMENTS TO MSC AS A CONDITION PRECEDENT FOR ACCEPTANCE OF SUCH BOOKING: PACKING LIST, COMMERCIAL INVOICE, HS CODES CONSISTING OF MINIMUM 6 DIGITS, FULL DETAILS OF THE MANUFACTURER AND END USER OF SUCH CARGO, TECHNICAL OR SAFETY DATA SHEET OF THE GOODS, COPY OF THE IMPORT LICENSE AND/OR EXPORT LICENSE OF THE IMPORTER/ EXPORTER OF SUCH CARGO, ANY OTHER RELEVANT AUTHORISATION, FINAL DESTINATION OF THE GOODS. THE MERCHANT MUST SPECIFICALLY NOTIFY ANY MILITARY OR PARA-MILITARY SHIPMENT TO THE CARRIER BEFORE THE RELEASE OF THE CARRIER'S EQUIPMENT. NO BOOKING OF MILITARY / PARA-MILITARY CARGO CAN BE ACCEPTED WITHOUT MSC HAVING RECEIVED THE PRIOR APPROVAL FROM THE RELEVANT AUTHORITIES. FURTHERMORE, THE COMPLIANCE POLICY REQUIREMENTS OF MSC MUST BE ADHERED TO. ANY BOOKING OBTAINED ON THE BASIS OF INCOMPLETE OR INACCURATE INFORMATION AS TO THE NATURE OR VALUE OF THE CARGO SHALL NOT BE BINDING ON MSC AND/OR SHALL BE CONSIDERED A MATERIAL BREACH OF CONTRACT, ENTITLING MSC TO SUSPEND, MODIFY OR CANCEL THE TRANSPORTATION AT THE MERCHANT'S SOLE RISK AND EXPENSES, AND WITHOUT PREJUDICE TO ANY OTHER REMEDY AVAILABLE TO THE CARRIER. THE MERCHANT SHALL INDEMNIFY THE CARRIER AGAINST ANY AND ALL CLAIMS, LOSSES, COSTS, EXPENSES AND LIABILITIES OF ANY NATURE WHATSOEVER ARISING FROM OR IN CONNECTION WITH THE FAILURE TO COMPLY WITH THOSE PROVISIONS. MSC SHALL BE ENTITLED TO APPLY A CHARGE OF MINIMUM USD 5'000.00 PER CONTAINER FOR ANY MISDECLARATION IN RELATION TO MILITARY AND/OR PARA-MILITARY SHIPMENT, INCLUDING BUT NOT LIMITED TO MISDECLARATION OF ANY COMMODITY LISTED ON THE US MUNITIONS LIST OR ON THE WASSENAR ARRANGEMENT DUAL LIST CATEGORIES. THIS CHARGE SHALL BE LEVIED WITHOUT PREJUDICE TO THE CARGO MIS-DESCRIPTION FEE AND ANY OTHER APPLICABLE CHARGES.

**CARGO MIS-DESCRIPTION FEE** - MERCHANT IS LIABLE FOR ALL RESULTING INCREASED CHARGES, COSTS, EXPENSES, LOSSES AND DAMAGES WHATSOEVER IF THE DESCRIPTION OF THE GOODS PROVIDED AT THE TIME OF BOOKING OR AS AMENDED THEREAFTER IS INACCURATE, UNLESS THE INACCURACY IS A RESULT OF AN ERROR OR OMISSION ON THE PART OF THE CARRIER, ITS SERVANTS OR AGENTS. FAILURE BY THE MERCHANT TO TRUTHFULLY, ACCURATELY AND SUFFICIENTLY DETAILED DESCRIBE THE GOODS TO MSC IN COMPLIANCE WITH CARRIER'S TERMS AND CONDITIONS OF CARRIAGE (INCLUDING WITHOUT LIMITATION THE PRESENT MSC AGENCY TERMS & CONDITIONS) OR ANY APPLICABLE LAW OR REGULATION, WHETHER INTENTIONAL OR OTHERWISE, WILL RESULT IN THE APPLICATION OF A MIS-DECLARATION FEE OF USD/000.-. IT IS FURTHER EXPRESSLY AGREED AND ACCEPTED THAT SUCH CHARGE IS IN ADDITION TO ANY AND ALL INDEMNITIES AVAILABLE TO THE CARRIER UNDER THE TERMS AND CONDITIONS OF CARRIAGE.

**PAPERLESS DELIVERY ORDER** - MERCHANT EXPRESSLY AGREES THAT IN THE CONTEXT OF ANY MSC CONTRACT OF CARRIAGE, DELIVERY ORDER SHALL INCLUDE ANY MEANS, WHETHER ELECTRONIC OR NOT AND/OR WHETHER NOMINATIVE OR NOT AND/OR WHETHER CANCELLABLE OR NOT, AIMING AT ALLOWING US TO TAKE DELIVERY OF THE GOODS. MERCHANT SHALL KEEP THE CARRIER INDEMNIFIED AND FULLY HARMLESS AGAINST ANY LOSS, CLAIM, DAMAGE OR EXPENSE OF WHATSOEVER NATURE ARISING OUT OR IN CONNECTION WITH THE MIS-APPROPRIATION OF SUCH MEANS OF DELIVERY AFTER SAME IS ISSUED TO THE MERCHANT.

**DOCUMENTATION POSTAGE** - BILLS OF LADING OR SEA WAYBILLS ARE AVAILABLE FOR THE MERCHANT TO COLLECT FROM THE MSC AGENCY OFFICE BUT SHOULD THE MERCHANT REQUEST THEM TO BE SENT THIS SHALL BE AT MERCHANT'S OWN RISK AND EXPENSE.

**JURISDICTION AND APPLICABLE LAW** - ANY SUIT OF THE MERCHANT AGAINST THE CARRIER SHALL BE BROUGHT AND HEARD SOLELY IN THE HIGH COURT OF LONDON, ENGLISH LAW SHALL EXCLUSIVELY APPLY, SAVE FOR SUITS RELATED TO SHIPMENTS FROM OR TO THE UNITED STATES WHICH SHALL BE BROUGHT SOLELY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND THE US LAW SHALL APPLY.

**FOR MORE INFORMATION ON THE TERMS OF THIS BOOKING AND OF YOUR TRANSPORT PLEASE CONTACT OUR EXPORT CUSTOMER SERVICE DESK OR CONSULT OUR MSC AGENCY AND MSC CONTRACT OF CARRIAGE TERMS & CONDITIONS AVAILABLE ONLINE AT WWW.MSC.COM**

#### CLAUSES FOR LOCAL REQUIREMENTS

**Port Of Loading:** 'THE PERUVIAN LOCAL CHARGES 'DESPACHO DOCUMENTARIO', 'DESPACHO DE CONTENEDOR' AND, 'GATE IN/OUT' ARE DUE AND PAYABLE AT DESTINATION BY THE MERCHANT IN ACCORDANCE WITH CARRIER'S TERMS AND CONDITIONS AVAILABLE AT WWW.MSC.COM/PER/CONTRACT-OF-CARRIAGE/MSC-PERU-TERMS-CONDITIONS.' MERCHANTS' ATTENTION IS BROUGHT TO THE FACT THAT IN APPLICATION OF THE PERUVIAN LEGISLATIVE DECREE NUMBER 1492 DATED MAY 10TH, 2020, PERUVIAN CUSTOMS HAVE FULL CONTROL OVER CARGO DELIVERY AFTER DISCHARGE. THE CARRIER IS NOT IN POSITION TO CONTROL THE RELEASE PROCESS AND IS THEREFORE NOT RESPONSIBLE FOR DELIVERY OF CARGO WITHOUT THE PRESENTATION OF THE ORIGINAL BILL OF LADING

**Port Of Discharge:** PORT SELECTED FOR FRESH CITRUS, GRAPES, BLUEBERRIES REQUIRES COLD TREATMENT

**IMPORTANT: By picking-up of the equipment detailed in this Booking Confirmation the Merchant confirms that (i) it accepts all the MSC Booking Terms and all the Clauses for Local Requirements above and (ii) that all the information in this document is accurate.**

MEDITERRANEAN SHIPPING COMPANY DEL PERU S.A.C.

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