

SHIPPER  
 SAFRESCO PERU S.A.  
 AV. EL DERBY NRO 055 TORRE1, PISO 7  
 SANTIAGO DE SURCO - LIMA - PERU  
 RUC: 20136222725  
 CONTACT: CRISTIAN CERNA - SOLANGE  
 SALDANA\*

**DRAFT  
 BILL OF LADING**

VOYAGE NUMBER
0LI1GN1MA
BILL OF LADING NUMBER
LMM0572364

CONSIGNEE  
 WILLIAM H. KOPKE JR. INC.  
 99 SEAVIEW BLVD SUITE 320  
 PORT WASHINGTON, NY 11050 USA  
 CONTACT: PAUL O BRIEN  
 PH: 516-328-6800  
 PH: 516-328-6874\*\*

EXPORT REFERENCES



**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

NOTIFY PARTY, Carrier not to be responsible for failure to notify  
 J & K FRESH EAST  
 399 MARKET STREET, SUITE 220  
 PHILADELPHIA, PA 19106 USA  
 CONTACT: ATT. BILL FAGAN  
 PHONE: 610-994-5060  
 E-MAIL: DOCS@JKFRESHEAST.COM

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING
		VIRGINIA BEACH, VA	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
CAPE HELLAS	CALLAO, PERU	PHILADELPHIA, PA	

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

SZLU5063848 SEAL 003PL041850 SEAL CM314148 SEAL M2060783 SEAL ANJ206 SEAL H58739Z SEAL 283510	1 x 40RH	2040 BOXES	19228.000	4350	50.000
2040 BOXES WITH FRESH GRAPES RED GLOBE VARIETY (2040 CAJAS CON UVAS FRESCAS VARIEDAD RED GLOBE) HS CODE: 0806.10.00.00 THERMOREGISTERS: 2509240587 COLD TREATMENT FREIGHT COLLECT  "PARA VERIFICACION DEL ESTADO DE CERTIFICACION GLOBALG.A.P; RAINFOREST - ALLIANCE, CONSULTE EL ARCHIVO DE PACKING LIST PE-OPE-FO-093-ES"  * TELEFONOS Y FAX: 7307300 ** E-MAIL:  Continued on Next Sheet                      Sheet 1 of 3 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.					

**ADDITIONAL CLAUSES**

4. Goods at Port are at Merchant's risk, expenses and responsibility	contracts filed with the FMC
5. FCL	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.
77. THC at destination payable by Merchant as per line/port tariff	225. The Merchant 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.
91. Ground rent/storages/power supply/monitoring costs at port of discharge for Merchant's account according to port rates.	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. 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
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.	
191. Unless the value of cargo is declared on the face of this bill of lading or waybill in the conditions set for on the reverse, limitation of liability in respect of loss or damage to goods shall not exceed US\$ 500 per package, or customary freight unit if goods are not shipped in package.	
194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.	
214. U.S. demurrage and detention conditions are billed per CMA-CGM (America)'s U.S. tariff or service	

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	18 FEB 2026	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
LMM0572364

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		VIRGINIA BEACH, VA	THREE (3)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
CAPE HELLAS	CALLAO, PERU	PHILADELPHIA, PA			
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

SHIPMENTS@KOPKEFRUIT.COM

FREIGHT COLLECT

"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"

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

Shipped on Board CAPE HELLAS 18-FEB-2026 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      19228.000      4350      50.000  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

### ADDITIONAL CLAUSES

- particular for payment of all detention and demurrage and/or Container indemnity as referred above.
- 315. Following to the slow down / lock out affecting the US west coast ports, cargo may be discharged in an alternative port without notice - subject to availability - or be on forwarded to the intended port of destination. All additional costs, including but not limited to storage, demurrage, at the alternative port, or extra on forwarding freight shall be for Merchant's account and payable prior to delivery.
- 366. Merchant is reminded that in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier, or the weight declared to the Carrier for non-containerized cargo, and the weight declared by the Merchant in any shipping instruction or otherwise weighted during the Carriage, the Carrier shall be entitled to charge the fees referred to in the Bill of Lading.
- 369. All local charges generating in Peru are to be paid by the Merchant to the agent and designated empty container depot, who render the services locally. All local charges are duly registered on the website <https://www.cma-cgm.com/local/peru/tariffs-local-charges>
- 372. Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or related to the performance of the Carriage of the Goods with third parties, including but not limited to digital supply chain platforms.
- 374. Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods and/or the Container(s) listed in this Bill of Lading shall be destined for and/or on-carried to Russian Federation territory or Republic of Belarus after unloading at port of discharge.
- 375. Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods listed in this Bill of Lading shall be stuffed and on-carried from the Russian Federation territory or Republic of Belarus before loading at port of loading.
- 379. Merchant is reminded that pursuant to the Terms and Conditions of this Bill of Lading Carrier may, in its discretion and at any time, proceed by any route. If the voyage is, or is likely to be affected by any risk, the Carrier may, without prior notice to the Merchant and at its sole discretion, carry the Goods by an alternative route to that initially foreseen. The Carrier shall be entitled to charge additional Freight, as the Carrier may determine. Carrier reserves the right 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 therefrom.

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Continued From Previous Sheet Sheet 3 of 3  
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### ADDITIONAL CLAUSES

380. Merchant acknowledges that the average transit time is increased for Vessels sailing via the Cape of Good Hope and/or to allow transshipment of Containers destined for ports in the Red Sea area. The Merchant warrants that at the time of shipment the Goods are fit for carriage for the full period of Carriage and accepts the risk of damage to the Goods which may be caused by the prolonged transit time.

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