

SHIPPER  
 SAFRESCO PERU S.A.  
 RUC: 20136222725  
 AV. EL DERBY NRO 055 TORRE1, PISO  
 7, SANTIAGO DE SURCO - LIMA - PERU  
 CTC: CRISTIAN CERNA - SOLANGE  
 SALDANA / TEL Y FAX: 7307300

**DRAFT**  
**WAYBILL**  
**NON NEGOTIABLE**

VOYAGE NUMBER
0LIT2N1MA
WAYBILL NUMBER
LMM0575064

CONSIGNEE  
 DAYKA & HACKETT, LLC.  
 42874 ROAD 64, REEDLEY  
 CA 93654 USA  
 CONTACT: CRYSTAL VULICH  
 PH: 559-648-2203  
 E-MAIL: CVULICH@DAYKAHACKETT.COM

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: 1-610-994-5060  
 E-MAIL: DOCS@JKFRESHEAST.COM

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBILLS
		VIRGINIA BEACH, VA	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
CMA CGM BEIRA	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	TARE	MEASUREMENT
			CARGO		
			KGS	KGS	CBM
SEKU9435409 SEAL 003PL042590 SEAL CM367921 SEAL M2047015 SEAL ALU978 SEAL CWN2262 SEAL 172714	1 x 40RA	2040 BOXES  2040 BOXES WITH FRESH GRAPES SUGRATHIRTYFIVE VARIETY (2040 CAJAS CON UVAS FRESCAS VARIEDAD SUGRATHIRTYFIVE) HS CODE: 0806.10.00.00 FDA: 11082238084 THERMOREGISTERS: 2512250058 TEMPERATURE: 0 C VENTILATION: CLOSED HUMEDITY: OFF FREIGHT COLLECT  "PARA VERIFICACION DEL ESTADO DE CERTIFICACION GLOBALG.A.P; RAINFOREST - ALLIANCE, CONSULTE EL ARCHIVO DE PACKING	19228.000	4560	50.000
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  
 77. Ground rent /storages/ power supply/ monitoring costs/ THC at Port of Discharge are 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.  
 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 contracts filed with the FMC  
 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 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.  
 274. The Container(s) mentioned in this Bill of Lading is/are the property of the Carrier. The Merchant is responsible for returning any empty Container, with interior clean, free of any dangerous goods placards, labels or markings, free of any residue, damage or used flexitank, 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 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 by the Merchant for carriage, subject to all the terms hereof (including the terms on page one) and tariff for the relevant trade, from the place of receipt or the port of loading, whichever applicable, to the port of discharge or place of delivery, whichever applicable. This Waybill is deemed to be a contract of carriage as defined in Article I (b) of the Hague Rules and Hague Visby Rules although this is not a document of title to the Goods.  
 DELIVERY will only be made on Payment of all Freight and Charges and to the named Consignee or any third party nominated by the Consignee by written instruction to the Carrier or his Agent, unless the Shipper instructs otherwise prior to delivery. The rights and liabilities arising according to the terms hereof shall (without prejudice to any rule of common law and status) become binding between the Carrier and Consignee as if this agreement has been made between them and the Shipper guarantees on reception of this Waybill that he has accepted it on his own behalf, on behalf of the Consignee and the Owner of the Goods, and warrants that he has authority to do so.  
 All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Waybill 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.  
 This Waybill is issued subject to the C.M.I Uniform Rules for Sea Waybills.  
 (OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)

PLACE AND DATE OF ISSUE	LIMA	11 MAR 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**  
**WAYBILL**  
**NON NEGOTIABLE**

VOYAGE NUMBER
OLIT2N1MA
WAYBILL NUMBER
LMM0575064

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBILLS		
		VIRGINIA BEACH, VA	ZERO (0)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
CMA CGM BEIRA	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

LIST PE-OPE-FO-093-ES"

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EMAIL: DOCS@JKFRESHEAST.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 CMA CGM BEIRA 11-MAR-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      4560      50.000  
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

**ADDITIONAL CLAUSES**

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|--|---|
| <p>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.</p> <p>337. This Waybill is governed by the Terms and Conditions available on the CMA CGM website (<a href="http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses">http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses</a>) which the Merchant has read and accepted. The Carrier is entitled to deliver the Goods to the Consignee, after payment of any outstanding Freight and charges, on provision of proper proof of identity without the need to produce or surrender a copy of this Waybill.</p> <p>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.</p> <p>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</p> | <p>website <a href="https://www.cma-cgm.com/local/peru/tariffs-local-charges">https://www.cma-cgm.com/local/peru/tariffs-local-charges</a></p> <p>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.</p> <p>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.</p> <p>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</p> |
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**WAYBILL**  
**NON NEGOTIABLE**

VOYAGE NUMBER
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WAYBILL NUMBER
LMM0575064

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CMA CGM BEIRA	CALLAO, PERU	PHILADELPHIA, PA			
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Continued From Previous Sheet Sheet 3 of 3  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

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and accepts the risk of damage to the Goods which may be caused by the prolonged transit time.

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