

SHIPPER  
WESTFALIA FRUIT PERU SAC  
RUC: 20600876491  
AV. ALFREDO BENAVIDES NRO. 768 INT.  
P6. MIRAFLORES - LIMA (\*)


CONSIGNEE  
BATTAGLIO S.P.A.  
VAT NR: IT 02118130018  
TREDICESIMA STRADA, 1 RIVALTA DI  
TORINO (TO) COD. POSTAL:  
10040 TEL: +39 011 3494444

NOTIFY PARTY, Carrier not to be responsible for failure to notify  
SAIMARE LIVORNO SRL  
C.ATT. UFF.IMPORT  
VIA DELLE CATERATTE 82  
57122 LIVORNO  
MAURIZIO MAZZOLENI(\*\*)

VOYAGE NUMBER
OWCNGN1MA
BILL OF LADING NUMBER
LMM0581887

**COPY NON NEGOTIABLE  
BILL OF LADING**

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

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING
		LIMA	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
CMA CGM JACQUES JOSEPH	CALLAO, PERU	LIVORNO	

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
CGMU6976184 SEAL M2041552 SEAL APD862 SEAL CM341551 SEAL 011LA291659	1 x 40RC	2400 BOXES  2400 BOXES WITH FRESH AVOCADOS VARIETY HASS (2400 CAJAS CON PALTAS FRESCAS VARIEDAD HASS) P.A. 0804.40.00.00 HS CODE: 080440 TH: BCAY7199-QB5PC05NR1 (* TEL.: +51 1243 7840 / FAX: +51 1243 7840 CONTACT: GLORIA FIGUEROA FIGUEROA CORREO: GLORIA.FIGUEROA@ WESTFALIAFRUIT.COM (**) +39 010 60 27 371 TFRUTTA@SAIMARE.COM EORI: IT 00279760102	25510.000	4410	50.000

Continued on Next Sheet      Sheet 1 of 2  
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.  
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 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.  
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.  
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

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	22 APR 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			



# COPY NON NEGOTIABLE BILL OF LADING

VOYAGE NUMBER
OWCNGN1MA
BILL OF LADING NUMBER
LMM0581887

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING		
		LIMA	ZERO (0)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
CMA CGM JACQUES JOSEPH	CALLAO, PERU	LIVORNO			
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

**FREIGHT PREPAID**

"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 5.5 degrees Celsius

Shipped on Board CMA CGM JACQUES JOSEPH 22-APR-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 2      25510.000      4410      50.000  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

**ADDITIONAL CLAUSES**

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.

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 in 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.

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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SIGNED FOR THE SHIPPER			
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING			