

Shipper
J&L AGROEXPORTACIONES S.A.C
AV. MANUEL OLGUIN NRO. 501 INT. 902B LIMA - LIMA
- SANTIAGO DE SURCO
CTC: JOSE CAMILO MORENO JARA
EMAIL: camilo@jylagroexportaciones.com
RUC: 20536259911

Consigned To
Hillfresh International B.V.
Pesetastraat 5B, 2991 XT Barendrecht The Netherlands
0180-898024
06-57335436
EMAIL: Expeditie@hillfresh.eu

Notify Party
Kivits-Goes Handling B.V.
Selderijweg 90A 2988 DG, Ridderkerk The Netherlands
088-3251550V
EMAIL: Barendrecht@goeshandling.nl

BILL OF LADING

NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

House Bill of Lading No.

IFS70168624

COPY



INTERNATIONAL FREIGHT SHIPPING

Av. Dos de Mayo 420 - Miraflores
Central Telf.: 706-2828
Telf.: +5117062828 / Fax: +5117062827
email: userexpo@ifssac.com

Received by the Carrier, the Goods as specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding. The particulars given below as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier.
In WITNESS, whereof one (1) original Bill of Lading has been signed if not otherwise stated below, the same being accomplished the other(s), if any to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.

Vessel VALPARAISO EXPRESS	Voyage No. 037 N	Port of Loading CALLAO - PERU	
Port of Discharge ROTTERDAM - NETHERLANDS	Destination (if on-carriage) ROTTERDAM - NETHERLANDS	Freight Payable at. COLLECT	No. of Originals ZERO

Details of cargo as declared by shipper

ALL BUSINESS UNDERTAKEN IS SUBJECT TO OUR TERMS AND CONDITIONS OF TRADING

Marks and Numbers	Description of Goods	Gross	Cubic Measurement
ROYAL GRAPES OERU4179228 SEAL: 003PL034055 SEAL: 28184878 SEAL: 0025867 2160 BOXES / 19,224.00 KGS. 01 X 40' RE FCL	2160 BOXES WITH FRESH GRAPES RED GLOBE VARIETY (2160 CAJAS CON UVAS FRESCAS VARIEDAD RED GLOBE) HS CODE: 0806.10.00.00 THERMOREGISTERS: UF66062496 / UF66062497 FREIGHT COLLECT SHIPPED ON BOARD 29/10/2024	19,224.00 KG.	

Bill of Lading must be surrendered to:
Manuport Logistics Netherlands BV
Building Dockworks Waalhaven Oostzijde 83H 3087 BM Rotterdam The Netherlands

PH: +31-10-3225501

Place of issue:
CALLAO 29/10/2024

Place of Receipt
-
Place of Delivery
ROTTERDAM - NETHERLANDS

Freight and Charges

TOTAL

Total No of Packages (in words)
TWO THOUSAND ONE HUNDRED SIXTY BOXES

DEFINITIONS

“Carrier” means the Company stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed.

“Merchant” includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods of this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.

“Goods” includes the cargo supplied by the Merchant and includes any Container not supplied by or on behalf of the Carrier.

“Container” includes any container, trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to consolidate and to transport Goods.

“Carriage” means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

“Combined transport” arises where the Carriage called for by this Bill of Lading is not a Port to Port Shipment.

“Port to Port Shipment” arises where the Place of Receipt and the Place of Delivery are not indicated on the front of the Bill of Lading or if both the Place of Receipt and the Place of Delivery indicated are ports and the Bill of Lading does not, in the nomination of the Place of Receipt or the Place of Delivery on the front hereof, specify any place or spot within the area of the port so nominated.

“Hague Rules” means the provisions of the international Convention for Unification of certain Rules relating to Bills of Lading signed in Brussels on 25th August 1924.

“Hague-Visby Rules” means The Hague Rules as amended by the Protocol signed in Brussels on 23rd February 1968.

“COGSA” means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.

“COGWA” means the 1936 Carriage of Goods by Water Act of Canada.

“Chargers” includes freight and all expenses and money obligations incurred and payable by the Merchant.

“Shipping Unit” includes the freight unit and the term “unit” as used in The Hague Rules and Hague-Visby Rules.

“Person” includes an individual, a partnership, a body corporate or other entity.

“Stuffed” includes filled, consolidated, packed, loaded or secured.

CARRIER'S TARIFF

The provisions of the Carrier’s applicable Tariff, if any are incorporated herein. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the Tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

WARRANTY

The Merchant warrants that in agreement to the terms hereof he is, or is the agent of and has the authority of, the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

NEGOTIABILITY AND TITLE TO THE GOODS

(1) This Bill of Lading shall be non-negotiable unless made out “to order” in which even it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described

(2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

(1) The Carrier shall be entitled to sub-contract on any terms, the whole, or any part of the Carriage.

(2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier’s servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is produced, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carriage, and if any claim or allegation should nevertheless be made to defend, indemnify and hold the Carrier harmless against all consequences thereof. Without prejudice to the foregoing, every such person and vessel shall have the benefit of all provisions herein, benefiting the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such persons and vessels and such person and vessel shall to this extent be or be deemed to be parties to this contract.

(3) The Merchant shall defend, indemnify and hold the Carrier harmless against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier’s liability under this Bill of Lading.

CARRIER'S RESPONSIBILITY

(1) PORT TO PORT SHIPMENT

The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others, for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge or the Goods from the vessel, without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever, including terms less favorable than the terms in this Bill of Lading.

(2) COMBINED TRANSPORT

Save as otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery, to the extent set out below.

(A) Where the stage of Carriage where the loss or damage occurred cannot be proved:

(i) The Carrier shall be entitled to rely upon all exclusions from liability under the Rules or legislation that would have applied under

6(1) (A) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA or COGWA if this Bill of Lading is subject to US or Canadian law, respectively).

(ii) Where under (i) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.

(iii) Subject to 6 (4) (C) below, where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (such as COGSA or COGWA) are not compulsorily applicable, the Carrier’s liability shall not be exceed US \$2.00 per kilo of the gross weight of the Goods lost or damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser.

(iv) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered, or if there is no such price according to the current market price, by reference to the normal value of Goods of the same kind of quality, at such place and time.

(3) GENERAL PROVISIONS

(A) Delay, Consequential Loss

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage caused by delay or any other cause whatsoever or howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

(B) Package or Shipping Unit Limitation

Where the Hague Rules or any legislation making such Rules compulsorily applicable (such COGSA or COGWA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been noted in accordance with () below, be or become liable for any loss or damage in connection with the Goods, in an amount per package or shipping unit in excess of the package or shipping until limitation as laid down by such Rules or legislation. Such limitation amount, according to COGSA, is US\$ 500 and according to COGWA is CAN\$ 500. If no limitation amount is applicable under any other compulsory convention or law, the limitation shall be US\$ 500.

(C) Notice of Loss or Damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in the Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery, before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading, or if the loss or damage is not applicable within three consecutive days thereafter.

(D) Time Bar

The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier within one year after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period should be found contrary to any convention or law compulsorily applicable, the period prescribed by the convention or law shall then apply but in that circumstance only.

MERCHANT'S RESPONSIBILITY

The merchant is responsible for the correct declaration of the IMO and UN. In case of discrepancies with the Goods, he will be responsible for the fines applied by the shipping line.

TEMPERATURE CONTROLLED CARGO

The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of temperature controlled Container stuffed by or on behalf of the Merchant, he further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant’s before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

The Carrier shall not be liable or any loss of or damage to the Goods arising from defects, derangement, breakdown or stoppage of the temperature controlling machinery, plant insulation or any apparatus of the Container, provided that the Carrier shall before, or at the beginning of the Carriage, exercise due diligence to maintain the refrigerated Container in an efficient state.

INSPECTION OF GOODS

The Carrier and/or any person to whom the Carrier has sub-contracted the carriage or any person authorized by the Carrier shall be entitled but under no obligation to open any Container or Package at any time and to inspect the Goods. If by order of the Authorities at any place a container must be opened for inspection. The Carrier shall not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repacking from the Merchant.

METHODS AND ROUTE OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant:

(A) use any means of transport or storage whatsoever;

(B) load or carry the Goods on any vessel whether named on the front hereof or not;

(C) transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the front thereof or by any other means of transport whatsoever;

(D) at any place unpack and remove Goods which have been studded in or on a Container and forward the same in any manner whatsoever;

(E) proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order;

(F) load or unload the Goods from any conveyance at any place or port (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge) and store the Goods at any such place or port;

(G) comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having, under the terms of the insurance on the conveyance employed by the Carrier, the right to give order or directions;

(H) permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked;

(1) permit the vessel to carry livestock, Goods of all kinds, including dangerous Goods.

(2) The liberties set out in (1) above may be invoked by the Carrier for any purposes whatsoever, whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

11. DECK CARGO (AND LIVESTOCK)

(1) Goods or any description, whether container raised or not, may be stowed on or under deck without notice to the Merchant and such stowages shall not be a deviation of whatsoever nature or degree. Subject to (2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation, making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading

(2) Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stated on the front of this Bill of Lading to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway, whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall defend, indemnify and hold the Carrier harmless against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

12. DELIVERY OF GOODS

(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

(2) If no Place of Delivery is named on the face hereof, the Carrier shall be at liberty to discharge the Goods at the Port of Discharge, without notice, directly they come to hand, at or onto any wharf, craft or place, on any day and at any time, whereupon the liability of the Carrier (if any) in respect of the Goods discharged as aforesaid shall wholly cease, notwithstanding any charges, dues or other expenses that may be or become payable, unless and to the extent that any applicable compulsory law provides to the contrary (in which case the terms and conditions of this Bill of Lading shall continue to operate during such additional compulsory period of responsibility). The Merchant shall take delivery of the Goods upon discharge.

(3) If a Place of Delivery is named on the face hereof, the Merchant shall take delivery of the Goods within the time provided for in the Carrier’s applicable Tariff (see clause 2).

(4) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled, without notice, to unpack or remove from a Container the Goods or that part thereof if stuffed in or on a Container and/or to store the Goods or that part thereof ashore, afloat, in the open or under cover, at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof stored as aforesaid shall wholly cease and the costs of such storage (if paid or payable by the Carrier or any agent or subcontractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier. The Merchant irrevocably and unconditionally undertakes to refund at the Carrier’s first demand all costs for storage, quay or harbour duties and any other costs in relation to unclaimed or overdue delivered cargo. The Merchant irrevocably and unconditionally undertakes to return Carrier’s owned equipment and accepts a full liability for any damage or demurrage. The Merchant irrevocably and unconditionally accepts that any freight may be increased with surcharges at the Place of Delivery.

(5) If the Merchant fails to take delivery of the Goods within thirty days of delivery becoming due under clause 14 (2) or (3) or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant without notice and without any responsibility whatsoever attaching to him, sell, destroy or dispose of the Goods and apply any proceeds or sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

(6) If, at the place where the Carrier is entitled to call upon the Merchant to take delivery of the Goods under clause 14 (2) or (3), the Carrier is obliged to hand over the Goods into the custody of any customs, port or other authority, such hand-over shall constitute due delivery to the Merchant under this Bill of Lading.

(7) Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this clause, notwithstanding his having been notified on the availability of the Goods for delivery, shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

(8) Subject to the Carrier agreeing in writing to a request of the Merchant to amend the Place of Delivery stated herein, the terms and conditions of this Bill of Lading shall continue to apply, to the extent provided by the applicable tariff, until the Goods are delivered by the Carrier to the Merchant at the amended Place of Delivery. If the applicable tariff does not explicitly provide for the continued application of the terms and conditions of the Bill of Lading, then the Carrier shall act as agent only of the Merchant in arranging for delivery of the Goods to the amended Place of Delivery, but shall then be under no personal liability whatsoever for loss, damage or delay to the Goods, howsoever arising.

(9) The Carrier may in his absolute discretion receive the Goods as Full Container Load and deliver them as less than Full Container Load and/or as break bulk cargo and/or deliver the Goods to more than one receiver. In such event, the Carrier shall not be liable for any storage loss, damage or discrepancies of the Goods, which are found upon the unpacking of the Container.

13. GENERAL AVERAGE

(1) The Carrier may declare General Average, which shall be adjustable according to the York/Antwerp Rules of 1374 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.

(2) Notwithstanding (1) above, the Merchant shall defend, indemnity and hold the Carrier harmless in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

(3) The Carrier shall be under no obligation to take any steps whatsoever to collect Security for General Average contributions due to the Merchant.

14. FREIGHT AND CHARGES

(1) All Freight shall be deemed fully, finally and unconditionally earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event whatsoever.

(2) All Freight and charges shall be paid without any set-off, counter-claim, deduction or stay of execution before delivery of the Goods.

(3) The Merchant’s attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies concerning the Freight in the applicable Tariff or as agreed otherwise.

(4) If the Merchant’s description of the Goods in this Bill of Lading or in any document or certificate furnished to the Carrier by or on behalf of the Merchant shall prove to have been inaccurate, incorrect or misleading in any respect, the Merchant shall pay for the actual damage suffered by the Carrier or Freight Forwarder.

15. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for Freight, dead Freight, demurrage, detention, and for any expenses incurred by the carrier for recovering, repacking, remarking, fumigation or required disposal of faulty Goods, for General Average contributions to whomsoever due, for fines, dues, tolls, land Freight or commissions paid or advanced by the Carrier on behalf of the Goods.

For any sums including salvage payable to the Carrier under this Bill of Lading and for legal expenses incurred because of any attachment or other legal proceeding brought against the Goods by governmental Authorities or any person claiming an interest in the Goods. The Carrier’s lien shall survive discharge or delivery of the Goods and the Carrier shall have the right to enforce such lien by public auction or private sale in its discretion. Should such proceeds exceed the amount due, the balance shall be returned to the Merchant.

16. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to waive or vary.

17. PARTIAL INVALIDITY

If any provision in this Bill of Lading is held to be invalid or unenforceable by any Court or regulatory or self-regulatory agency or body, such invalidity or unenforceable shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

18. LAW AND JURISDICTION

Any claim or dispute under this Bill of Lading shall be determined, at Carrier’s option, by the law and courts of the country where the Carrier has its principal place of business, or the country of shipment or delivery.