

SHIPPER  
 SAFRESCO PERU S.A.  
 RUC: 20136222725  
 AV. EL DERBY N055 TORRE1, PISO 7  
 SANTIAGO DE SURCO - LIMA - PERU  
 CTC: CRISTIAN CERNA - SOLANGE  
 SALDANA / TEL Y FAX: 7307300

**DRAFT  
 BILL OF LADING**

VOYAGE NUMBER  
 0WCI8N1MA  
 BILL OF LADING NUMBER  
 LMM0466347

CONSIGNEE  
 COMERCIALIZADORA MEXICO AMERICANA  
 S. DE R.L. DE C.V.  
 AV. NEXTENGO NO. 78 COL. SANTA CRUZ  
 ACAYUCAN AZCAPOTZALCO C.P. 02770,  
 CIUDAD DE MEXICO. MEXICO  
 CMA9109119L0

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify  
 COMERCIALIZADORA MEXICO AMERICANA  
 S. DE R.L. DE C.V.  
 AV. DE LA LUZ #34, FRACC. PARQUE  
 INDUSTRIAL LA LUZ CUAUTITLAN  
 IZCALLI, ESTADO DE MEXICO,  
 CP. 54830

**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	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
ISTANBUL EXPRESS	CALLAO, PERU	MANZANILLO, MX	

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
AMCU9406776 SEAL 003PL032742 SEAL CM189834 SEAL C6974681 SEAL AIP240 SEAL H25682J SEAL 483230	1 x 40RA	2296 BOXES  2296 BOXES WITH FRESH MANDARINS W.MURCOTT VARIETY (2296 CAJAS CON MANDARINAS FRESCAS VARIEDAD W.MURCOTT)  PO: 8351122469 HS CODE: 0805.29.90.00 THERMOREGISTERS: 468BSI-151JHS TEMPERATURE: 0 C FREIGHT PREPAID  "PARA VERIFICACION DEL ESTADO DE CERTIFICACION GLOBALG.A.P; RAINFOREST - ALLIANCE, CONSULTE EL ARCHIVO DE PACKING LIST PE-OPE-FO-093-ES"  FREIGHT PREPAID Continued on Next Sheet	23910.000	4350	50.000
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.					

**ADDITIONAL CLAUSES**

- 4. Cargo at port is at merchant risk, expenses and responsibility
- 5. FCL
- 77. THC at destination payable by Merchant as per line/port tariff
- 91. Ground rent/storages/power supply/monitoring costs at port of discharge 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.
- 134. Terminos de linea / liner terms from ship's tackle to ship's tackle
- 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.
- 209. Carrier's liability for inland haulage in Mexico shall always be limited according to the article 10 of the carta porte / Mexican law: "when the freight does not include the additional charge, the liability of the "trucker" is strictly limited to the sum equivalent to 15 days of minimum wage effective in Mexico city per ton. This also applies when the shipment weight is more than 200 kg but less than 1000 kg. And for shipments under 200 kg the liability will be for days of minimum wage per remittance.
- 215. Whenever receivers do not take delivery of cargo after 50 days from discharging date the shipper is responsible towards the line for all expenses/charges/fees/freights and demurrages that may be incurred for return cargo to the POL.
- 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.
- 223. Maximum payload to transit across Mexican territories (Carrier and Merchant haulage) shall be as per applicable Mexican law / regulations. Any fine, penalty and/or extra cost that may be incurred as a result of not strictly complying with applicable Mexican regulations will be for Merchant account. CMA CGM, its agents, sub-contractors and/or servants shall in no events be liable for the payment of 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 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  
 SIGNED FOR THE SHIPPER  
 \*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED  
 TRANSPORT BILL OF LADING

SIGNED FOR THE CARRIER CMA CGM S.A.  
 BY CMA CGM Peru S.A.C.  
 as agents for the carrier CMA CGM S. A.



DRAFT
BILL OF LADING

Table with 2 columns: Field Name, Value. Fields include VOYAGE NUMBER (0WC18N1MA), BILL OF LADING NUMBER (LMM0466347).

Main header table with 4 columns: PRE CARRIAGE BY\*, PLACE OF RECEIPT\*, FREIGHT TO BE PAID AT, NUMBER OF ORIGINAL BILLS OF LADING. Includes sub-headers for VESSEL, PORT OF LOADING, PORT OF DISCHARGE, and FINAL PLACE OF DELIVERY\*.

Table with 6 columns: MARKS AND NOS CONTAINER AND SEALS, NO AND KIND OF PACKAGES, DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER, GROSS WEIGHT CARGO, TARE, MEASUREMENT. Units: KGS, KGS, CBM.

"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

PREPAID CHARGES:
BUNKER SURCHARGE NOS: USD 720.00
EXPORT DECLARATION SURCHARGE: USD 32.00
COLD TREATMENT ADDITIONAL: USD 1,090.00
SEALING SERVICE EXPORT: USD 20.00
OCEAN FREIGHT ALL IN: USD 390.00
COLLECT CHARGES:

Shipped on Board ISTANBUL EXPRESS 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 23910.000 4350 50.000
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

designed charges
225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading on the deck of any vessel...
274. The Merchant is responsible for returning any empty container, with interior clean, free of any dangerous goods placards, labels or markings...
366. The Merchant warrants that the particulars relating to the Goods have been checked and that such particulars are adequate and correct.

Table with 2 columns: Field Name, Value. Fields include PLACE AND DATE OF ISSUE (LIMA), SIGNED FOR THE SHIPPER, and SIGNED FOR THE CARRIER (CMA CGM S.A.).



# DRAFT BILL OF LADING

VOYAGE NUMBER
0WCI8N1MA
BILL OF LADING NUMBER
LMM0466347

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING		
		LIMA	THREE (3)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
ISTANBUL EXPRESS	CALLAO, PERU	MANZANILLO, MX			
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

Continued From Previous Sheet Sheet 3 of 3  
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

### ADDITIONAL CLAUSES

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 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.

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.

PLACE AND DATE OF ISSUE	LIMA	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		