

# SEA WAYBILL OF LADING FOR PORT TO PORT OR COMBINED TRANSPORT



**ZIM Integrated Shipping Services Ltd**

|  |                                    |   |  |
|--|------------------------------------|---|--|
| SHIPPER / EXPORTER (NAME & ADDRESS)<br><b>AGRICOLA DON RICARDO S.A.C.</b><br>RUC: 20293718220<br>CASERIO SANTA ROSA A-77, SAN JOSE<br>DE LOS MOLINOS, ICA - PERU<br>CTC: FIORELLA BLENGERI*                            |                                    | BOOKING No.<br><b>ZIMULMA802895/1</b>   | WAYBILL No.<br><b>ZIMULMA802895</b>  |
| CONSIGNEE (NAME & ADDRESS)<br><b>DAYKA &amp; HACKETT, LLC.</b><br>42874 ROAD 64 REEDLEY, CA 93654 USA<br>CTC: CRYSTAL VULICH -<br>CVULICH@DAYKAHACKETT.COM -<br>MCONORNA@DAYKAHACKETT.COM**                            |                                    | SPECIAL AGREEMENT: This Waybill is not a bill of lading and no bill of lading will be issued. The contract of carriage evidenced by this Waybill is deemed to be a contract of carriage as defined in Article 1(b) of the Hague Rules and Hague-Visby Rules (as applicable) and for shipments to or from or through the U.S.A., this Waybill shall be subject to U.S. COGSA which Act shall by this contract also apply to this Waybill as if this Waybill were a non-negotiable straight bill of lading, however this Waybill is not a document of title to the Goods. Delivery pursuant to this non-negotiable waybill will be made to the Consignee named, or his agent, on production of proof of identity at the Port of Destination or final Destination (if contracted for), whichever applicable without surrender or delivery of this waybill. |  |
| (NON-NEGOTIABLE)<br>NOTIFY (NAME & ADDRESS)<br><b>J&amp;K FRESH EAST</b><br>A DIVISION OF 721 LOGISTICS LLC 399<br>MARKET STREET, SUITE 220 PHILADELPHIA<br>PA 19106 - USA CTC: BILL FAGAN-<br>DOCS@JKFRESHEAST.COM*** |                                    | FORWARDING AGENT F.M.C. No.<br><br>POINT AND COUNTRY OF ORIGIN (FOR SHIPPER'S REFERENCE ONLY)   |  |
| INITIAL CARRIAGE<br><br>VESSEL *<br><b>OPHELIA</b>   |                                    | PLACE OF RECEIPT OF GOODS *<br>(IF CONTRACTED FOR)  | REMARKS / EXPORT OR OTHER INSTRUCTIONS<br><br><b>Reference: ADR 23/11 SAVANAH 5<br/>                 SHIPPED ON BOARD 23/11/2023</b> |
| VOY.<br><b>37/N</b>  | PORT OF LOADING *<br><b>CALLAO</b> | FURTHER ROUTING (AT SHIPPER'S EXPENSE, RISK AND RESPONSIBILITY)   |  |
| PORT OF DESTINATION *<br><b>SAVANNAH (GA)</b>  |                                    | FINAL DESTINATION *<br>(IF CONTRACTED FOR)  |  |

\* FOR DEFINITION SEE CLAUSE 1 OVERLEAF

| PARTICULARS AS FURNISHED BY SHIPPER   |                      |   |             |
|---|----------------------|---|-------------|
| MKS & NOS. / CONT. NOS.   | DESCRIPTION OF GOODS | WEIGHT  | MEASUREMENT |
|   | AS PER ATTACHED LIST | <b>KGS</b>  | <b>M3</b>   |
| 1 CONT TOT. TARE : 4,500  |                      | CARGO W : TOTAL   | 16,900.00   |
| DETAILS   |                      | FREIGHT   |             |
|   | PER                  | RATE  | AMOUNT      |
| B/L FEE   | L                    | USD   | 60.00       |
| NEW BUNKER FACTOR   | C                    | USD   | 1,100.00    |
| OCEAN FREIGHT   | C                    | USD   | 2,340.00    |
| COLD TREATMENT SURCHARGE  | C                    | USD   | 1,000.00    |
| AD VALOREM FREIGHT  |                      | USD   | 4,500.00    |
| SHIPPER'S DECLARED VALUE OF GOODS: If shipper enters a value, Carriers "package" limitation of liability shall not apply and ad valorem freight will be charged (See Clause 21)   |                      | TOTAL   |             |
| NOTE: Received in apparent good order and condition, unless otherwise stated herein, the Goods or packages or Containers said to contain the units and amount of Goods or packages, the weight, measure, marks, numbers, quality, contents, seal(s) number and value of the Goods as declared are unknown to and not admitted by the Carrier, but that the Carrier has relied upon the Shipper's representation as to the number of packages stated herein. If the acknowledged tally is of Containers, this indicates that the Container has been packed and sealed by the Shipper at his premises without the Carrier being represented and able to check or verify either the tally of Goods or the stowage, which are consequently unknown to the Carrier's Tariff Rules, Regulations and Schedules, without exceptions, as fully as if they were all signed by the Shipper, and the Carrier's undertaking to carry the Goods is made on the basis of the Shipper's acceptance and agreements as aforesaid. |                      | IN WITNESS of the contract contained herein this Waybill has been signed by or on behalf of Zim Integrated Shipping Services Ltd. (as Carrier). |             |
| CLAUSES AS PER ATTACHED LIST  |                      | FREIGHT PAYABLE AT<br><b>NORFOLK (VA)</b>   |             |
| Without prejudice to the generality of the foregoing, the Shipper's attention is drawn to the fact that the terms of the Bill of Lading are continued on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delay. In addition, attention is drawn, inter alia, to Clauses 7 (Notice of Loss, Time Bar), 13 (Shipper Declarations), 19 (Lien), 14 (Dangerous and Hazardous Goods) and 22 (Law and Jurisdiction). The Package limitation mentioned in Clause 21 will not be applicable in the event that contents are carefully declared, itemized, valued by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for.  |                      | PLACE AND DATE OF ISSUE<br><b>LIMA on 23/11/2023</b>  |             |

IN VIEW OF THE DANGER OF CONFUSION, WARRANTED VESSEL, NOT TO CALL AT PORTS AND NOT TO ENTER THE TERRITORIAL WATERS OF ANY ARAB COUNTRIES BELONGING TO THE STATE OF ISRAEL AND/OR ACTIVELY SUPPORTING THE ARAB BOYCOTT, PRIOR TO UNLOADING AT PORT OF DESTINATION UNLESS IN DISTRESS OR SUBJECT TO FORCE MAJEURE.

ZIMF 01-12

ATTACHED LIST FOR B/L : ZIMULMA802895

VESSEL: OPHELIA

VOYAGE: 37/N

LOAD PORT: CALLAO

PORT OF DESTINATION: SAVANNAH (GA)

FINAL DESTINATION:

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| <u>MKS &amp; NOS/SEAL.NO</u>   | <u>DESCRIPTION OF GOODS</u>  | <u>WEIGHT</u><br>KGS | <u>MEASUR.</u><br>M3 |
|--|--|----------------------|----------------------|
| CONT:ZMOU8878868<br>1 CNT<br>SEAL: A4231651967<br>SEAL: 003PL030482<br>SEAL: 399298<br>/RH40 (CY/CY) | 1700 BOXES<br>1700 BOXES WITH FRESH GRAPES IN 20 PALLETS<br>(1700 CAJAS CON UVAS FRESCAS EN 20 PALLETS)<br>P.A: 0806.10.00.00<br>HS CODE: 080610<br>FDA: 18402626340<br>SE EMBARCA UVAS FRESCAS EN 20 PALLETS CHEP(B4840A)<br>SHIPPED FRESH GRAPES IN 20 PALLETS CHEP (B4840A)<br>TEMPERATURE : - 1 C<br>VENTILATION: CLOSED<br>HUMIDITY: OFF<br>TERMOGRAPHS: MG3YN04ZGV / MG3YN04ZXV<br>FREIGHT COLLECT<br>COLD TREATMENT | 16,900.00            |                      |

\*EMAIL: FBLENGERI@ADR.COM.PE  
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PHONE:971235826

\*\*TLF:559-648-2203

\*\*\*TLF:610-994-5060

STOWED IN REEFER CONTAINER AT TEMPERATURE OF MINUS  
-1C VENT CLOSED

SHIPPER'S LOAD STOWAGE & COUNT  
CONT TARE WEIGHT: 4500

1 CONT TOT. TARE : 4,500 CARGO W : 16,900.00

CLAUSES:

MERCHANTS ACKNOWLEDGE AND ACCEPT THAT ADDITIONAL CHARGES AND SERVICE FEES RELATED TO DELIVERY OF CARGO AND EQUIPMENT OCCURRING IN PERU ARE APPLICABLE. THESE SERVICES ARE PROVIDED AND INVOICED BY LOCAL COMPANIES AND TO BE PAID BY MERCHANTS PRIOR CARGO RELEASE. PLEASE CHECK BELOW LINK TO VALIDATE DETAILED RATES INFORMATION IN [HTTP://COSMOS.COM.PE/CONTENT/INDEX.ASPX?AID=116](http://cosmos.com.pe/content/index.aspx?aid=116) MERCHANTS ACKNOWLEDGE AND ACCEPT THE CARRIER APPROVAL IS REQUIRED FOR CARGO RELEASE.

THE TERMS AND CONDITIONS OF THIS SEA WAYBILL CAN BE FOUND ON THE CARRIER'S WEBSITE AT: [HTTPS://WWW.ZIM.COM/WAYBILL](https://www.zim.com/waybill) A MISDECLARATION FEE SHALL BE CHARGED TO THE MERCHANT - AT CARRIER'S FULL DISCRETION - IN ANY CASE OF SHIPPERS' DANGEROUS GOODS / HAZMAT MISDECLARATION. SEAWAY B/L - NO ORIGINAL ISSUED