

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



**ZIM Integrated Shipping Services Ltd**

<b>SHIPPER / EXPORTER (NAME &amp; ADDRESS)</b> <b>CULTIVOS ORGANICOS S.A.C.</b> <b>AV. GARCILAZO DE LA VEGA N 732</b> <b>OF. 802 - LIMA 1 - LIMA PERU</b> <b>RUC:20518086732</b> <b>TELF: (511) 331-2593 PH: 973032303*</b>		<b>BOOKING No.</b> <b>ZIMULMA803836/1</b>	<b>WAYBILL No.</b> <b>ZIMULMA803836</b>
<b>CONSIGNEE (NAME &amp; ADDRESS)</b> <b>TWIN RIVER SOUTH,LLC</b> <b>4380 S MACADAM AVE STE 123 PORTLAND</b> <b>OR 97239 PORTLAND OREGON USA</b> <b>CTC: ZANE COLEMAN</b> <b>EMAIL: ZANE@TRBERRIES.COM**</b> <small>(NON-NEGOTIABLE)</small>		<b>SPECIAL AGREEMENT:</b> 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.	
<b>FORWARDING AGENT (NAME &amp; ADDRESS)</b> <b>PORT LOGISTICS S.A.C.</b> <b>AV. MANUEL OLGUIN NRO. 211 INT. 401</b> <b>LIMA</b> <b>PERU</b>		<b>POINT AND COUNTRY OF ORIGIN (FOR SHIPPER'S REFERENCE ONLY)</b>	
<b>NOTIFY (NAME &amp; ADDRESS)</b> <b>J&amp;K FRESH EAST</b> <b>399 MARKET STREET, SUITE 220</b> <b>PHILADELPHIA, PA 19106-USA</b> <b>CTC: BILL FAGAN PH:(610)994 5060</b> <b>FAX:(610)362 1201***</b>		<b>REMARKS / EXPORT OR OTHER INSTRUCTIONS</b>  <b>Reference:cultivos</b> <b>SHIPPED ON BOARD 11/01/2024</b>	
<b>INITIAL CARRIAGE</b>	<b>PLACE OF RECEIPT OF GOODS * (IF CONTRACTED FOR)</b>	<b>FURTHER ROUTING (AT SHIPPER'S EXPENSE, RISK AND RESPONSIBILITY)</b>	
<b>VESSEL * H MERCURY 21/N</b>	<b>PORT OF LOADING * CALLAO</b>		
<b>PORT OF DESTINATION * PHILADELPHIA (PA)</b>	<b>FINAL DESTINATION * (IF CONTRACTED FOR)</b>		

\* 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>
<b>1 CONT TOT. TARE : 4,590</b>		<b>CARGO W : TOTAL</b>	<b>12,260.44</b>
DETAILS		FREIGHT	
	AD VALOREM FREIGHT	PER	RATE
		AMOUNT	PREPAID COLLECT
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	
<b>CLAUSES AS PER ATT.LIST</b> <small>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 specified herein for carriage subject to the terms and conditions hereof (including the terms and conditions of the reverse side hereof and the terms and conditions of the Carrier's Tariff Rules) 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). The Shipper agrees and acknowledges that 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 him. In accepting this Waybill the Shipper expressly accepts and agrees to be bound by all the terms, stipulations, exceptions, limitations, liberties and conditions stated herein, whether written, printed, stamped or otherwise incorporated on the front and/or reverse side hereof as well as the provisions of 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.</small>		IN WITNESS OF the contract contained herein this Waybill has been signed by or on behalf of Zim Integrated Shipping Services Ltd. (as Carrier).	
		<b>FREIGHT PAYABLE AT NORFOLK (VA)</b>	
		<b>PLACE AND DATE OF ISSUE</b> <b>LIMA on 11/01/2024</b>	
<small>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.</small>			

NOT NEGOTIABLE

IN VIEW OF THE DANGER OF CONFISCATION, 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.

ATTACHED LIST FOR B/L : ZIMULMA803836

VESSEL: H MERCURY

VOYAGE: 21/N

LOAD PORT: CALLAO

PORT OF DESTINATION: PHILADELPHIA (PA)

FINAL DESTINATION:

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<u>MKS &amp; NOS/SEAL.NO</u>	<u>DESCRIPTION OF GOODS</u>	<u>WEIGHT</u> KGS	<u>MEASUR.</u> M3
CONT:ZMOU8817306 1 CNT SEAL: A4231535212 SEAL: 003PL031169 SEAL: 149500 /RH40 (CY/CY)	3200 BOXES 3200 BOXES WITH FRESH ORGANIC BLUEBERRIES BILOXI (3200 CAJAS CON ARANDANOS ORGANICOS FRESCOS BILOXI) P.A: 0810.40.00.00 THERMOGRAPHS: EFQ235107335 - EFQ235107336 TEMPERATURE: -1 VENTILATION: ABIERTA 10 CBM/H HUMIDITY: OFF COLD TREATMENT FREIGHT COLLECT  *CTC: BECKER SOTO ESPINOZA **TELF: (541) 716-4403 FAX: 503-913-7877 ***EMAIL: DOCS@JKFRESHEAST.COM  STOWED IN REEFER CONTAINER AT TEMPERATURE OF MINUS -1C 10 CBM/HR	12,260.44	

SHIPPER'S LOAD STOWAGE & COUNT  
CONT TARE WEIGHT: 4590

1 CONT TOT. TARE : 4,590 CARGO W : 12,260.44

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