

SEA WAYBILL OF LADING FOR PORT TO PORT OR COMBINED TRANSPORT



ZIM Integrated Shipping Services Ltd

SHIPPER / EXPORTER (NAME & ADDRESS) CULTIVOS ORGANICOS S.A.C. AV. GARCILAZO DE LA VEGA N 732 OF. 802 - LIMA 1 - LIMA PERU RUC:20518086732 TELF: (511) 331-2593 PH: 973032303*		BOOKING No. ZIMULMA804122/1	WAYBILL No. ZIMULMA804122
CONSIGNEE (NAME & ADDRESS) TWIN RIVER SOUTH,LLC 4380 S MACADAM AVE STE 123 PORTLAND OR 97239 PORTLAND OREGON - USA CTC: ZANE COLEMAN EMAIL: ZANE@TRBERRIES.COM** (NON-NEGOTIABLE)		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.	
NOTIFY (NAME & ADDRESS) J&K FRESH EAST 399 MARKET STREET, SUITE 220 PHILADELPHIA, PA 19106-USA CTC: BILL FAGAN PH: (610) 994 5060 FAX: (610) 362 1201***		FORWARDING AGENT (NAME & ADDRESS) CIA.DE EXP.Y NEGOCIOS GNRLES.S.A.(C Av. Javier Prado Este Nro. 175 Int. LIMA Peru	
INITIAL CARRIAGE		PLACE OF RECEIPT OF GOODS * (IF CONTRACTED FOR)	
VESSEL * BOX ENDURANCE 44/N		PORT OF LOADING * CALLAO	
PORT OF DESTINATION * PHILADELPHIA (PA)		FINAL DESTINATION * (IF CONTRACTED FOR)	
REMARKS / EXPORT OR OTHER INSTRUCTIONS Reference:cultivos SHIPPED ON BOARD 25/01/2024			
FURTHER ROUTING (AT SHIPPER'S EXPENSE, RISK AND RESPONSIBILITY)			

* FOR DEFINITION SEE CLAUSE 1 OVERLEAF

PARTICULARS AS FURNISHED BY SHIPPER			
MKS & NOS. / CONT. NOS.	DESCRIPTION OF GOODS	WEIGHT	MEASUREMENT
	AS PER ATTACHED LIST	KGS	M3
1 CONT TOT. TARE : 4,360		CARGO W : TOTAL	9,270.92

DRAFT WAYBILL NOT NEGOTIABLE

DETAILS	RATE		FREIGHT	
	PER	AMOUNT	PREPAID	COLLECT
AD VALOREM FREIGHT				
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		

CLAUSES AS PER ATT LIST 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.		IN WITNESS of the contract contained herein this Waybill has been signed by or on behalf of Zim Integrated Shipping Services Ltd. (as Carrier).
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.	FREIGHT PAYABLE AT NORFOLK (VA)	
	PLACE AND DATE OF ISSUE LIMA on 25/01/2024	

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 : ZIMULMA804122

VESSEL: BOX ENDURANCE

VOYAGE: 44/N

LOAD PORT: CALLAO

PORT OF DESTINATION: PHILADELPHIA (PA)

FINAL DESTINATION:

<u>MKS & NOS/SEAL.NO</u>	<u>DESCRIPTION OF GOODS</u>	<u>WEIGHT</u> KGS	<u>MEASUR.</u> M3
CONT:ZMOU8890056 1 CNT SEAL: A4231647304 SEAL: 003PL031420 SEAL: 104443 /RH40 (CY/CY)	2400 BOXES 2400 BOXES WITH FRESH ORGANIC BLUEBERRIES BILOXI (2400 CAJAS CON ARANDANOS ORGANICOS FRESCOS BILOXI) P.A:0810.40.00.00 THERMOGRAPHS: EFQ236105305 - EFQ236105306 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	9,270.92	

SHIPPER'S LOAD STOWAGE & COUNT
CONT TARE WEIGHT: 4360

1 CONT TOT. TARE : 4,360 CARGO W : 9,270.92

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