

SHIPPER  
 GAIA FRUITS SAC  
 CAL. RAMON ZAVALA NRO. 960  
 URB. SAN FERNANDO LA PERLA, CALLAO  
 RUC: 20606590734  
 TLF: (+51) 914265705  
 CJARA@INCAVO.PE / CHRISTIAN JARA

**DRAFT**  
**WAYBILL**  
**NON NEGOTIABLE**

VOYAGE NUMBER
OLI1YN1MA
WAYBILL NUMBER
LMM0582978

CONSIGNEE  
 INCAVO EU BV  
 WEENA 690 3012CN  
 NETHERLANDS  
 VAT:NL864508335B01  
 EORI:NL864508335  
 E-MAIL: SVALENCIA@INCAVO.PE

NOTIFY PARTY, Carrier not to be responsible for failure to notify

TRANSPORTES NIEVES SA  
 AVDA. VIRGEN DEL CARMEN, 15,  
 1ª PLANTA 11201 ALGECIRAS (CÁDIZ)  
 TLF: +34956102450  
 EORI: ESA29071743  
 E-MAIL: ADUANA.ALGECIRAS@NIEVES.EU

EXPORT REFERENCES



**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 WAYBILLS
		ROTTERDAM	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
MATTHEW SCHULTE	CALLAO	ALGECIRAS	

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
SZLU5083166 SEAL XX000	1x40RH	2400 BOXES	25344.000	4350	50.000
<p>01X40 HC CONTAINER CON:</p> <p>2,400 CAJAS DE FRESH AVOCADOS VARIETY HASS</p> <p>( PALTAS FRESCAS VARIEDAD HASS)</p> <p>HS CODE: 0804.40.00.00</p> <p>FREIGHT COLLECT</p> <p>"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"</p> <p>Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of 5 degrees Celsius</p> <p>COLLECT CHARGES:            BUNKER ADJUSTMENT FACTOR:USD 756.00            TERMINAL HANDLING CHARGE (DTHC:EUR 350.00</p> <p>Continued on Next Sheet Sheet 1 of 2</p> <p>ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.</p>					

**ADDITIONAL CLAUSES**

4. Goods at Port are at Merchant's risk, expenses and responsibility

77. Ground rent /storages/ power supply/ monitoring costs/ THC at Port of Discharge are 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.

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.

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.

225. The Merchant acknowledges that the Carrier may carry the Goods identified in this Bill of Lading on the deck of any Vessel and in taking remittance of this Bill of Lading the Merchant (including the Shipper, the Consignee and the holder of the Bill of Lading, as the case may be) confirms his express acceptance of all the Terms and Conditions of this Bill of Lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the Goods on the deck of any Vessel.

274. The Container(s) mentioned in this Bill of Lading is/are the property of the Carrier. The Merchant is responsible for returning any empty Container, with interior clean, free of any dangerous goods placards, labels or markings, free of any residue, damage or used flexitank, at the designated place. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention and demurrage and/or Container indemnity as referred above.

337. This Waybill is governed by the Terms and Conditions available on the CMA CGM website (<http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses>) which the Merchant has read and

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 by the Merchant for carriage, subject to all the terms hereof (including the terms on page one) and tariff for the relevant trade, from the place of receipt or the port of loading, whichever applicable, to the port of discharge or place of delivery, whichever applicable. This Waybill is deemed to be a contract of carriage as defined in Article 1 (b) of the Hague Rules and Hague Visby Rules although this is not a document of title to the Goods.

DELIVERY will only be made on Payment of all Freight and Charges and to the named Consignee or any third party nominated by the Consignee by written instruction to the Carrier or his Agent, unless the Shipper instructs otherwise prior to delivery. The rights and liabilities arising according to the terms hereof shall (without prejudice to any rule of common law and status) become binding between the Carrier and Consignee as if this agreement has been made between them and the Shipper guarantees on reception of this Waybill that he has accepted it on his own behalf, on behalf of the Consignee and the Owner of the Goods, and warrants that he has authority to do so.

**All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Waybill 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.**

This Waybill is issued subject to the C.M.I Uniform Rules for Sea Waybills.  
 (OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)

PLACE AND DATE OF ISSUE	LIMA	29 APR 2026	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			



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VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
MATTHEW SCHULTE	CALLAO	ALGECIRAS			
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			KGS	KGS	CBM

**ADVANCED MANIFEST DECLARATION:USD 27.00**  
**GENERAL ADMINISTRATIVE FEE AT:USD 100.00**  
**ATMOSPHER CONTROL (CA):USD 1500.00**  
**10% CO2 REDUCTION:USD 374.00**  
**BASIC FREIGHT, RETURN CARGO:USD 2160.02**  
**SEALING SERVICE EXPORT:USD 20.00**  
**OCEAN FREIGHT ALL-IN:USD 4923.00**

Shipped on Board **MATTHEW SCHULTE 29-APR-2026 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 2      25344.000      4350      50.000  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

**ADDITIONAL CLAUSES**

366. Merchant is reminded that in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier, or the weight declared to the Carrier for non-containerized cargo, and the weight declared by the Merchant in any shipping instruction or otherwise weighted during the Carriage, the Carrier shall be entitled to charge the fees referred to in the Bill of Lading.  
 369. All local charges generating in Peru are to be paid by the Merchant to the agent and designated empty container depot, who render the services locally. All local charges are duly registered on the website <https://www.cma-cgm.com/local/peru/tariffs-local-charges>  
 372. Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or related to the performance of the Carriage of the Goods with third parties, including but not limited to digital supply chain platforms.  
 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 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. Carrier reserves the right to accomplish the Bill of Lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the Carrier shall have no liability whatsoever for any loss or damage resulting therefrom.  
 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.

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SIGNED FOR THE SHIPPER			
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