

**MAERSK****NON-NEGOTIABLE WAYBILL**

SCAC MAEU

B/L No. 232813744

Shipper (As principal, where "care of", "c/o", or other variants used.) AGRICOLA CERRO PRIETO SA RUC: 20461642706 CAL. DEAN VALDIVIA 111 INT. 601 SAN ISIDRO LIMA-PERU CTC: MARLENE GALLARDO AYLLON Telefono/Fax/e-mail: 51 1 6193900 mgallardo@acpagro.com		Booking No. 232813744
Consignee (Negotiable only if consigned "to order", "to order of" a named Person or "to order of bearer". As principal, where "care of", "c/o", or other variants used.) Sun Belle Inc. 8375 Patuxent Range Road Jessup, MD 20794 CTC:Tim Polfer PHONE:213-260-9393 E-MAIL:tpolfer@sun-belle.com		Export references Svc Contract 299253224
Notify Party (see clause 22) J&K FRESH, LLC 19210 S. Vermont Avenue .Building E Gardena, CA 90248 PHONE:610-994-5060 FAX:610-362-1201 E-MAIL: DOCS@JKFRESHEAST.COM; rayjkfresh.com; peru@jkfresh.com		This contract is subject to the terms, conditions and exceptions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Maersk Bill of Lading (available from the Carrier, its agents and at terms.maersk.com/carriage), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorised agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the Carrier's negligence.
Vessel JENS MAERSK		Voyage No. 344N
Port of Loading Paita, Peru		Port of Discharge Port Hueneme
Place of Receipt. Applicable only when document used as Multimodal Waybill		Place of Delivery. Applicable only when document used as Multimodal Transport B/L. (see clause 1)
Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)		

PARTICULARS FURNISHED BY SHIPPER

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No.	Weight	Measurement
1 Container Said to Contain 4200 BOXES 4200 BOXES WITH BLUEBERRY FRESH 4200 CAJAS CON ARANDANO FRESCO PA. 0810.40.00.00 TR: 5601220055/5034113742 TEMPERATURE: -1C VENTILATION: OFF HUMIDITY: OFF CO2:12% // O2: 6% FDA REGISTER: 19265592090 FREIGHT COLLECT MMAU1446157 ML-PE0575230 40 REEF 9'6 4200 BOXES 17540.000 KGS Temperature: -1.0 C Customs Seal : 003PL029698 Veterinarian Seal : 348799 "Goods carried under this transport document are subject to cold treatment for which a fee	17540.000 KGS	

Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Bunker Adjustment Factor	863.00	Per Container	USD		863.00
Basic Ocean Freight	3137.00	Per Container	USD		3137.00
Star Care Reefer Service	1500.00	Per Container	USD		1500.00
Captain Peter - Premium Package	50.00	Per Container	USD		50.00
Container Protect Unlimited	15.00	Per Container	USD		15.00
Cold Treatment Service	1000.00	Per Container	USD		1000.00
Cooling Service Destination	400.00	Per Container	USD		400.00
USDA Inspection Charge	237.00	Per Container	USD		237.00

Carrier's Receipt. Total number of containers or packages received by Carrier. 1 container	Place of Issue of Waybill Lima Peru	Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"
Shipped on Board Date (Local Time)	Date Issue of Waybill	
Declared Value Charges (see clause 7.3 of the Maersk Bill of Lading) for Declared Value of US\$		

Signed for the Carrier Maersk A/S

Maersk Line Peru S.A.C.

As Agent(s)

This transport document has one or more numbered pages

is being charged. For such Goods, Carrier undertakes to exercise due diligence to provide properly approved containers and temperature measuring and recording devices.

Carrier reserves the right to retain the Goods inside the Container:

- (i) at origin; if between the time the container has been closed by the Merchant and 24 hours prior to the loading on the first vessel the temperature of the Goods has increased or is still out of the agreed protocol; and/or
- (ii) at destination; if at the time of arrival at the port of destination, the sterilization period is due to be completed within a maximum of four days.

Carrier reserves the right to re-start the cold treatment protocol during carriage at its discretion when there is sufficient time to finalize the protocol within a maximum of four days after the arrival of the last vessel, according to the transport plan, to the port of destination.

Carrier reserves the right to change the set temperature in the Container to ensure the timely completion of the cold treatment protocol.

If the Carrier is not able to complete cold treatment of the Goods in accordance with the above, the Merchants remedy (to the exclusion of any other) is, that:

- (i) if the Merchant choses to complete cold treatment after delivery of the Goods by the Carrier; the Carrier will waive any detention, demurrage and/or storage costs for up to five (5) days; or
- (ii) if the Merchant decides to divert the Goods to a new destination where cold treatment is not required; (a) the Carrier will waive the change of destination charge and freight to such new destination; and (b) the Carrier will compensate the Merchant for the difference in value of the Goods at the original destination and the destination chosen under this item
- (ii) (values to be determined with reference to relevant source for sound market value of the particular commodity as determined at the discretion of the Carrier).

Merchant agrees to hold harmless and indemnify Carrier for any and all consequences arising from or out of Goods being carried at an agreed temperature lower than the optimal carriage temperature for the goods."

Goods shipped in refrigerated container(s) set at shipper's requested carriage temperature as per above

The Merchant(s) warrant and represent that this shipment and/or Goods will comply at all

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Value Protect Cool Advanced	117.00	Per Container	USD		117.00
USD			USD		7319.00

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Notify Party (see clause 22) J&K FRESH, LLC 19210 S. Vermont Avenue .Building E Gardena, CA 90248 PHONE:610-994-5060 FAX:610-362-1201 E-MAIL: DOCS@JKFRESHEAST.COM; rayjkfresh.com; peru@jkfresh.com		This contract is subject to the terms, conditions and exceptions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Maersk Bill of Lading (available from the Carrier, its agents and at terms.maersk.com/carriage), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing. Delivery will be made to the Consignee or his authorised agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the Carrier's negligence.
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Signed for the Carrier Maersk A/S

Maersk Line Peru S.A.C.

As Agent(s)

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- (ii) at destination; if at the time of arrival at the port of destination, the sterilization period is due to be completed within a maximum of four days.

Carrier reserves the right to re-start the cold treatment protocol during carriage at its discretion when there is sufficient time to finalize the protocol within a maximum of four days after the arrival of the last vessel, according to the transport plan, to the port of destination.

Carrier reserves the right to change the set temperature in the Container to ensure the timely completion of the cold treatment protocol.

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- (ii) if the Merchant decides to divert the Goods to a new destination where cold treatment is not required; (a) the Carrier will waive the change of destination charge and freight to such new destination; and (b) the Carrier will compensate the Merchant for the difference in value of the Goods at the original destination and the destination chosen under this item
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