

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

SCAC MAEU

B/L No. 260058365

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/E-MAIL: 51 1 6193900 MGALLARDO@ACPAGRO.COM		Booking No. 260058365
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.) NATURIFE FARMS IMPORTS INC 9450 CORKSCREW PALMS CIR #202 ESTERO FL 33928 UNITED STATES CTC: NATALIA MIRANDA PHONE: 239-405-4488 EMAIL: nmiranda@hortifrut.com		Export references Svc Contract 299985886
Notify Party (see clause 22) J&K FRESH, LLC 19210 S. Vermont Ave. Building E. Gardena, CA 90248 CTC: Raymond Keffer PHONE: 310-419-8770; 310-419-8790 FAX: 310-419-8787 EMAIL: rayjkfresh@jkfresh.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. Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)
Vessel JENS MAERSK	Voyage No. 541N	Place of Receipt. Applicable only when document used as Multimodal Waybill
Port of Loading Paita	Port of Discharge Port Hueneme	Place of Delivery. Applicable only when document used as Multimodal Transport B/L. (see clause 1)

PARTICULARS FURNISHED BY SHIPPER

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No. 1 Container Said to Contain 2400 BOXES 2400 BOXES WITH FRESH ORGANIC BLUEBERRY 2400 CAJAS CON ARANDANO FRESCO ORGANICO SE EMBARCAN 20 PALLETS CHEP B4840A PA. 0810.40.00.00 TR: VC7L5506 / U1042239 / VC7L550E TEMPERATURE: -1C VENTILATION: OFF HUMIDITY: OFF CO2:12% // O2: 6% FDA REGISTER: 19265592090 GGN 4050373748586 CU 838260 FREIGHT PREPAID MMAU1347540 ML-PE0069270 40 REEF 9'6 2400 BOXES 18660.000 KGS Temperature: -1.0 C	Weight 18660.000 KGS	Measurement
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Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Carrier's Receipt. Total number of containers or packages received by Carrier. 1 container		Place of Issue of Waybill Lima Peru			
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\$		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"			
		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

Shipper Seal : SEN0145708
 Customs Seal : 003PL039169
 Veterinarian Seal : 0145708

"Goods carried under this transport document are subject to cold treatment for which a fee 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 chooses 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

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

