

 <b>MAERSK</b>		<b>NON-NEGOTIABLE WAYBILL</b>		SCAC MAEU
				B/L No. 265324404
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. 265324404		Svc Contract 299985886
Consignee 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		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.		
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		Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)		
Vessel MAERSK JALAN	Voyage No. 604N	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 CONVENTIONAL BLUEBERRY 2400 CAJAS CON ARANDANO FRESCO CONVENCIONAL SE EMBARCAN 20 PALLETS CHEP B4840A PA. 0810.40.00.00 TR: U1049661 - VC7Q99E4 - VC7Q9910 VENTILATION: OFF HUMIDITY: OFF CO2:12% // O2: 6% FDA REGISTER: 19265592090 GGN 4050373748586 FREIGHT PREPAID  MCAU6006187 ML-CL0660886 40 REEF 9'6 2400 BOXES 18660.000 KGS Temperature: -1.0 C Customs Seal : 003PL041147 Veterinarian Seal : 183982 Below freight details will not be part of Original Bill of Lading unless requested by customer Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.	Weight 18660.000 KGS	Measurement
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Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Basic Ocean Freight	4984.00	Per Container	USD	4984.00	
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	20.00	Per Container	USD		20.00

Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit
Basic Ocean Freight	Prepaid	AGRICOLA CERRO PRIETO SA	32700041826	Maersk Peru (all Ports)
Star Care Reefer Service	Prepaid	AGRICOLA CERRO PRIETO SA	32700041826	Maersk Peru (all Ports)
Captain Peter - Premium Package	Prepaid	AGRICOLA CERRO PRIETO SA	32700041826	Maersk Peru (all Ports)

Carrier's Receipt. Total number of containers or packages received by Carrier. 1 container	Place of Issue of Waybill Paita	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

This transport document has one or more numbered pages

As Agent(s)

"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 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

Freight & Charges		Rate	Unit	Currency	Prepaid	Collect
Cold Treatment Service		1000.00	Per Container	USD	1000.00	
Fossil Fuel Fee		479.00	Per Container	USD	479.00	
USDA Inspection Charge		245.00	Per Container	USD		245.00
Value Protect Cool Ultimate		349.00	Per Container	USD	349.00	
USD				USD	8362.00	265.00

  

Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit
Container Protect Unlimited	Collect	NATURIFE FARMS IMPORTS INC	33100579828	Maersk Agency U.S.A., Inc - Charlotte
Cold Treatment Service	Prepaid	AGRICOLA CERRO PRIETO SA	32700041826	Maersk Peru (all Ports)
Fossil Fuel Fee	Prepaid	AGRICOLA CERRO PRIETO SA	32700041826	Maersk Peru (all Ports)
USDA Inspection Charge	Collect	NATURIFE FARMS IMPORTS INC	33100579828	Maersk Agency U.S.A., Inc - Charlotte
Value Protect Cool Ultimate	Prepaid	AGRICOLA CERRO PRIETO SA	32700041826	Maersk Peru (all Ports)

The Merchant(s) warrant and represent that this shipment and/or Goods will comply at all times with European Union, United States and United Nations sanctions and/or export control laws (Sanctions Laws), and that this shipment and/or Goods do not involve, whether directly or indirectly, any entity or person identified, or owned or controlled by any such entity or person identified, on the U.S. Treasury Departments Office of Foreign Asset Control (OFAC) list of Specially Designated Nationals and Blocked Persons, or any other similar list maintained by the European Union, or as promulgated by the United Nations Security Council (Designated Person). If, in the Carriers reasonable opinion, this shipment and/or Goods are in violation of the Carriers policy on Russia [<https://www.maersk.com/news/articles/2022/02/24/russia-ukraine-situation-update>], Sanctions Laws or involves any Designated Person, the shipment and/or Goods will be returned to the origin at Carriers sole and unfettered discretion, and the Merchant(s) shall indemnify and hold harmless the Carrier, its servants and agents, for any breach of this clause. The Merchant(s) agree that the Carrier may stop the shipment and/or Goods in transit or withhold release of the shipment and/or Goods pending any investigation into compliance with this clause by the Merchant(s).

All the local charges occurring at Peru are part of the contract of carriage and, consequently, to be paid by the merchants duly identified in the BL.

These local charges are published on the website <https://www.maersk.com/local-information/latin-america/peru> together with a detailed description. Merchants acknowledge and accept these local charges when contracting our services, other charges might be applicable

SHIPPER'S LOAD, STOW, WEIGHT AND COUNT  
 FREIGHT PREPAID  
 CY/CY

Freight & Charges		Rate	Unit	Currency	Prepaid	Collect
Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit		