

COMPAGNIE MARITIME MARFRET

BILL OF LADING
FOR EITHER COMBINED TRANSPORT
OR PORT TO PORT SHIPMENT

SHIPPER/EXPORT SAFRESCO PERU S.A. RUC: 20136222725 AV. EL DERBY NRO 055 TORRE1, PISO 7, SANTIAGO DE SURCO - LIMA - PERU CTC: Cristian Cerna - Solange Saldana TELEFONOS Y FAX: 7307300		DOCUMENT NO. BK25117996
CONSIGNEE TROPS IMPORT-EXPORT PG. IND. TROPS - NAVE TROPS 29719 VELEZ MALAGA (SPAIN) Nº EORI ESB 92510957		EXPORT REFERENCES BL25116712 SC2510363
NOTIFY PARTY DATISA FORWARDERS, S.L. Sr. ENRIQUE TORMOS C. del Dr. Josep Juan Dómine, 5, Poblats Marítims, 46011 València, Valencia Tel.: 0034 963 241 370 Nº EORI ESB 46245007		FORWARDING AGENT - REFERENCES
PIER/TERMINAL TPE TERMINAL PORTUARIO		POINT AND COUNTRY OF ORIGIN PERU
VESSEL VOY CMA CGM EXCELLENCE 2505117N		DOMESTIC ROUTING/EXPORT INSTRUCTIONS THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED SEA WAYBILL NOT NEGOTIABLE
PORT OF DISCHARGE Algeciras		
PLACE OF RECEIPT*	PORT OF LOADING Paita	
PLACE OF DELIVERY		

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
45R1 TLLU1049260 SEAL: 004VA606342 SEAL: 002PK000079 SEAL: F75392X	2460	1 X 40' High Cube Reefer Container(s) S.T.C.: BOXES WITH FRESH AVOCADOS HASS VARIETY (2460 CAJAS CON PALTAS FRESCAS VARIEDAD HASS) FDA: 18406404532 HS CODE: 0804.40.00.00 THERMOREGISTERS: UF68061380 TEMPERATURE: 7 C VENTILATION: CLOSED HUMIDITY: OFF FREIGHT COLLECT "En caso de requerir el estado de certificación GLOBALG.A.P. consulte el archivo de Packing list PE-OPE-FO-093-ES"	CARGO: 27,100.000kg TARE: 4,420.000kg GROSS: 31,520.000kg 69,489.622lbs	
Set Point: 7.0C				

SHIPPER'S DECLARED VALUE

*APPLICABLE ONLY WHEN USED FOR COMBINED/THROUGH TRANSPORT.

Received by **Marfret** for shipment by ocean vessel, between Port of Loading and Port of Discharge, and for arrangement or procurement of pre-carriage from Place of Receipt and/or on carriage to Place of Delivery as indicated above, the Goods as specified above in apparent good order and condition unless otherwise stated. It is further agreed that the Goods stowed in Containers may be carried on deck or under deck without notice.
The receipt, custody, carriage, delivery and transshipping of the goods or containers or other packages are subject to the terms appearing on the face and back hereof in addition to Carrier's applicable tariff.
In witness whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished, the others to be void.
All actions against Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to such action.

FOR THE CARRIER

By _____

Dated at **Paita****04/09/2025**B/L No. **MFUSBL25116712** Month Day Year

OCEAN FREIGHT CHARGED ON	PREPAID	COLLECT
USD Bunker Adjustment Factor		940.00
USD Carrier Security Fee /		15.00
USD EU ETS		178.00
USD Sea Freight		4,027.00
USD ICS fees		25.00
USD Reefer Monitoring		1,500.00
EUR THC Port of Discharge		350.00
USD THC Port of Loading		115.00
TOTAL CHARGES	EUR USD	350.00 6,800.00

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SEA WAYBILL NOT NEGOTIABLE			

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
<p><i>For the purpose of this document the words bill of lading, wherever and whensoever they appear in the terms of the Carrier's bill of lading shall be substituted by the word Seawaybill. This seawaybill is not a document of title of goods. The Carrier is authorised to deliver the cargo to the consignee on production of proof of his identity. The shipper declares he irrevocably transfers to the consignee the right of control of the cargo during the carriage starting from the moment the Carrier becomes liable for said cargo.</i></p>				
Total Containers: 1 Total Weight of Cargo: 27,100.000 kg Total Tare: 4,420.000 kg Total Gross Weight: 31,520.000 kg				

SHIPPER'S DECLARED VALUE

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Received by **Marfret** for shipment by ocean vessel, between Port of Loading and Port of Discharge, and for arrangement or procurement of pre-carriage from Place of Receipt and/or on carriage to Place of Delivery as indicated above, the Goods as specified above in apparent good order and condition unless otherwise stated. It is further agreed that the Goods stowed in Containers may be carried on deck or under deck without notice. The receipt, custody, carriage, delivery and transshipping of the goods or containers or other packages are subject to the terms appearing on the face and back hereof in addition to Carrier's applicable tariff. In witness whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished, the others to be void. All actions against Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to such action.

FOR THE CARRIER

By _____

Dated at Paita

04/09/2025

B/L No. MFUSBL25116712 Month Day Year

OCEAN FREIGHT CHARGED ON	PREPAID	COLLECT
TOTAL CHARGES		

CONDITIONS OF CARRIAGE

Art 1 - Definition
Carrier means the party named on the face of this document and on whose behalf this Bill of Lading has been signed. In the case of Combined Transport - Carrier - means the operator.

Consignment includes the Shipper, Receiver, Consignee, the Goods, any person owning or entitled to the possession of the Goods of this Bill of Lading, the holder of any document (including this document) evidencing the contract of carriage and any person acting on behalf of any of the aforementioned.

Holder - means any person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the provisions of the Bills of Lading Act 1859 or of any subsequent Act.

Goods - means the cargo received from the Shipper and includes any Container not supplied by or on behalf of the Carrier as well as the contents of such Container.

Container - includes any container, trailer, receptacle tank, flat or pallet or any similar article of transport used to consolidate goods.

Combined Transport - arises when the Place of Receipt and the Place of Delivery are indicated on the face hereof.

Freight - includes all charges payable to the Carrier in accordance with the applicable Tariff.

Freight Vessel - includes any substituted and any vessel to which trans-shipment may be made or employed in the performance of this contract.

Package Unit - per individual Package if the Goods are packed in bulk or if the Goods are not packed.

Art 2 - Warranty
The Merchant warrants that in the agreeing to the terms hereof he is, or has the authority of, the person owning or entitled to the possession of the Goods and that the Goods are as stated and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this Bill of Lading.

Art 3 - Subcontracting and Indemnity
The Carrier shall be entitled to sub-contract the carriage on any terms whatsoever. It is hereby expressly agreed that no servant or agent of the carrier (including every independent contractor) shall be liable for any loss or damage or delay of whatsoever kind arising or resulting directly or indirectly from the carriage, or from any act, neglect or default of any holder of this Bill of Lading for any loss or damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing, the Carrier shall be deemed to be indemnified by the Merchant against any and all claims, damages, losses, expenses, costs and charges, including any amount of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the carrier acting as aforesaid in the performance of his duties and the Merchant shall be deemed to be indemnified by the Merchant against any act or trustee on behalf and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this Bill of Lading.

Art 4 - Paramount Clause
This agreement is governed either by the French law of the 18/06/1966 and relevant edicts, or the International Convention for the Unification of Certain Rules relating to Bills of Lading of August 25th 1924, as amended by the protocol signed at Brussels on 23rd February 1968, but only to the extent and on the occasion of a leading shall have been commenced when the goods are connected with the tackle alongside the vessel, and discharge shall be deemed to have been completed when the goods are disconnected from the tackle.

Notwithstanding anything provided in sub-clause 6 (1) above and subject about deck cargo and livestock where it is known during which stage of Carriage the loss or damage occurred, the liability of the Carrier shall be determined by the provisions of the applicable international convention or national law, or by the provisions contained in any international convention or national law which provisions are applicable to the carriage of the Goods.

(a) Where the Carrier has made a separate and direct contract with the Carrier in respect of the particular stage of the carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable to the carriage of the Goods, the liability of the Carrier shall be determined by the provisions of the applicable international convention or national law which provisions are applicable to the carriage of the Goods.

(b) Where no international convention or national law would apply, by the Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading of 1924, as amended by the protocol signed at Brussels on 23rd February 1968, if the loss or damage is known to have occurred at sea or

(c) Where the loss or damage occurred in sub-clause 6 (1) in cases where the provisions of paragraphs (a) and (b) do not apply.

Where under the provisions of this sub-clause 6 (2) the liability of the Carrier shall be determined by the provisions of any international convention or national law which provisions are applicable to the carriage of the Goods, the liability of the Carrier shall be determined by the provisions of the applicable international convention or national law which provisions are applicable to the carriage of the Goods.

Where the Place of Receipt is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, however occurring, when such loss or damage arises prior to the loading onto the vessel. Where the Place of Delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, however occurring, when such loss or damage arises subsequent to the discharge from the vessel.

Art 5 - Carrier's Responsibility, Modalities and Limitations of Indemnity - Port to Port Shipment

The Carrier is deemed to take possession of the goods on loading on the vessel and to deliver same on discharge from the vessel and the carrier shall not be liable for loss or damage to the goods during the period before loading or after discharge from the vessel such loss or damage arises.

Notwithstanding anything provided in sub-clause 6 (1) above and subject about deck cargo and livestock where it is known during which stage of Carriage the loss or damage occurred, the liability of the Carrier shall be determined by the provisions of the applicable international convention or national law, or by the provisions contained in any international convention or national law which provisions are applicable to the carriage of the Goods.

(a) Where the Carrier has made a separate and direct contract with the Carrier in respect of the particular stage of the carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable to the carriage of the Goods, the liability of the Carrier shall be determined by the provisions of the applicable international convention or national law which provisions are applicable to the carriage of the Goods.

(b) Where no international convention or national law would apply, by the Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading of 1924, as amended by the protocol signed at Brussels on 23rd February 1968, if the loss or damage is known to have occurred at sea or

(c) Where the loss or damage occurred in sub-clause 6 (1) in cases where the provisions of paragraphs (a) and (b) do not apply.

Where under the provisions of this sub-clause 6 (2) the liability of the Carrier shall be determined by the provisions of any international convention or national law which provisions are applicable to the carriage of the Goods, the liability of the Carrier shall be determined by the provisions of the applicable international convention or national law which provisions are applicable to the carriage of the Goods.

Where the Place of Receipt is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, however occurring, when such loss or damage arises prior to the loading onto the vessel. Where the Place of Delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, however occurring, when such loss or damage arises subsequent to the discharge from the vessel.

Art 6 - Carrier's Responsibility, Modalities and Limitations of Indemnity - Combined Shipment

Period of liability.
Where through transit of goods is provided for hereunder and includes at least two means of conveyance, notwithstanding the provisions provided under article 4 and any contrary established custom, the carrier's liability is strictly limited to the carriage by sea only and the carrier does not incur any liability in respect of any loss or damage to the goods which was not shown on the B/L and expressly agreed by the carrier and the freight paid ad valorem.

Full power is expressly given to the carrier to choose the contractor in charge of the inland transit whether as a pre-transit only such time as the goods are taken over by the ship or on-transit commencing on completion of the shipment by sea and inland transit to final delivery on rail or truck or any other appliance.

Notwithstanding anything provided in sub-clause 6 (1) above and subject about deck cargo and livestock where it is known during which stage of Carriage the loss or damage occurred, the liability of the Carrier shall be determined by the provisions of the applicable international convention or national law, or by the provisions contained in any international convention or national law which provisions are applicable to the carriage of the Goods.

(a) Where the Carrier has made a separate and direct contract with the Carrier in respect of the particular stage of the carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable to the carriage of the Goods, the liability of the Carrier shall be determined by the provisions of the applicable international convention or national law which provisions are applicable to the carriage of the Goods.

(b) Where no international convention or national law would apply, by the Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading of 1924, as amended by the protocol signed at Brussels on 23rd February 1968, if the loss or damage is known to have occurred at sea or

(c) Where the loss or damage occurred in sub-clause 6 (1) in cases where the provisions of paragraphs (a) and (b) do not apply.

Where under the provisions of this sub-clause 6 (2) the liability of the Carrier shall be determined by the provisions of any international convention or national law which provisions are applicable to the carriage of the Goods, the liability of the Carrier shall be determined by the provisions of the applicable international convention or national law which provisions are applicable to the carriage of the Goods.

Where the Place of Receipt is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, however occurring, when such loss or damage arises prior to the loading onto the vessel. Where the Place of Delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, however occurring, when such loss or damage arises subsequent to the discharge from the vessel.

Art 7 - Special provisions

1. Notice of loss or damage.
The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods, indicating the extent thereof, is received by the Carrier or by his representative at the place of delivery of the Goods under this Bill of Lading or, if the loss or damage is apparent, within three consecutive days thereafter.

2. Waiver of liability.
The Carrier shall be deemed to have accepted the date when the goods should have been delivered, the Carrier shall be discharged from any liability, and does not hereby waive any shorter time bar arising to the Carrier's benefit under any legislation or agreements in effect.

Art 8 - Sundry liability provisions

1. Delay.
The Carrier does not undertake that the goods shall arrive at the port of discharge or place of delivery at any particular time to meet any particular market or use. The Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay.

2. Higher compensation than that provided by clauses 5, 6, whichever may be applicable may be claimed only when, with the consent of the Carrier, the value of the Goods declared by the Shipper, which exceeds the limits laid down in this clause, has been stated in this Bill of Lading and extra-freight paid if required. In that case the amount of such higher compensation shall be determined by the provisions of the applicable international convention or national law which provisions are applicable to the carriage of the Goods.

3. Any loss or damage to the Goods, however occurring, when such loss or damage arises subsequent to the discharge from the vessel, shall be deemed to be the responsibility of the Merchant.

4. Ad valorem.
Higher compensation than that provided by clauses 5, 6, whichever may be applicable may be claimed only when, with the consent of the Carrier, the value of the Goods declared by the Shipper, which exceeds the limits laid down in this clause, has been stated in this Bill of Lading and extra-freight paid if required. In that case the amount of such higher compensation shall be determined by the provisions of the applicable international convention or national law which provisions are applicable to the carriage of the Goods.

5. Shipper's responsibility.
The Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

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4. Attention is drawn to the Carriers applicable conditions for Container and vehicle demurrage which may be obtained from the Carrier or his Agents.

5. Attention is drawn to the Carriers applicable conditions for Container and vehicle demurrage which may be obtained from the Carrier or his Agents.

6. Any person falling within the definition of Merchant (in clause 1) whether or not such person is the Shipper shall be liable to the Carrier for the payment of all charges and expenses payable by the receiver of the Goods for any consequential damages arising out of the enforcement of administration or customs regulations.

Notwithstanding any provisions to the contrary, any unpaid freight and other transport costs remain due even after expiry of ONE YEAR after completion of the voyage.

7. All dead load, customs, toll, dues, landing charges, stamp duties and other taxes levied by the customs or other national or private authorities shall be borne by the cargo and prepaid by the receiver before the goods are delivered. In the case where the exact amount is unknown the Carrier shall collect one provision. The amount of any such taxes and charges shall be paid by the receiver of the Goods before the goods are delivered. The Carrier shall be entitled to a collection fee which may be incurred by the Master, Carrier and his Agents for any reason whatsoever.

8. Any amount payable by the receiver of the Goods for any reason whatsoever shall be paid by the receiver of the Goods before the goods are delivered. The Carrier shall be entitled to a collection fee which should not be considered a *de jure* commission.

9. The amount of any such taxes and charges shall be paid by the receiver of the Goods before the goods are delivered. The Carrier shall be entitled to a collection fee which should not be considered a *de jure* commission.

10. Any amount payable by the receiver of the Goods for any reason whatsoever shall be paid by the receiver of the Goods before the goods are delivered. The Carrier shall be entitled to a collection fee which should not be considered a *de jure* commission.

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