

SHIPPER  
 WESTFALIA FRUIT PERU SAC  
 RUC: 20600876491 AV. ALFREDO  
 BENAVIDES NRO. 768 INT. P6.  
 MIRAFLORES - LIMA TEL.: +51  
 12437840(\*)

CONSIGNEE  
 ITOCHU CORPORATION JAPAN  
 2-5-1 KITA-AOAYOYAMA MINATO-KU  
 TOKYO JAPAN 107-8077  
 TEL:+81-3-3497-6907  
 FAX:+81-3-3497-6233(\*\*)

NOTIFY PARTY, Carrier not to be responsible for failure to notify  
 ITOCHU CORPORATION JAPAN  
 5-1, KITA-AOYAMA 2-CHOME  
 MINATO-KU, TOKYO 107-8077, JAPAN  
 TEL: +81-(0)3-3497-6262

**WAYBILL  
 NON NEGOTIABLE**

VOYAGE NUMBER  
 ODVM4N1MA  
 WAYBILL NUMBER  
 LMM0529785

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
		LIMA	ZERO (0)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
CMA CGM FORT BOURBON	PAITA, PERU	YOKOHAMA	KOBE

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 CARGO	TARE	MEASUREMENT
			KGS	KGS	CBM
CGMU6911753 SEAL L9753180 SEAL ANV120 SEAL CM300493 SEAL 011LA257538 SEAL 505198	1 x 40RC	3072 BOXES  3072 BOXES WITH FRESH AVOCADOS VARIETY HASS (3072 CAJAS CON PALTA FRESCAS VARIEDAD HASS) P.A. : 0804.40.00.00 HS CODE: 080440 TH: 68703370, 240100780792 (* FAX:+51 1243 7840 CONTACT: GLORIA FIGUEROA FIGUEROA CORREO: GLORIA.FIGUEROA@ WESTFALIAFRUIT .COM (**) TOKZJ-2_EC_IM@ITOCHU.CO.JP TOTAL PKGS 3072 PK	22550.000	4640	50.000
Continued on Next Sheet			Sheet 1 of 3		
ABOVE PARTICULARS DECLARED BY SHIPPER, CARRIER NOT RESPONSIBLE.					

**ADDITIONAL CLAUSES**

4. Cargo at port is at merchant risk, expenses and responsibility  
 5. FCL  
 77. THC at destination payable by Merchant as per line/port tariff  
 91. Ground rent/storages/power supply/monitoring costs at port of discharge 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 shipper 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 Merchant is responsible for returning any empty container, with interior clean, free of any dangerous goods placards, labels or markings, at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. 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 liquidated damages equivalent 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.

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 I (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	18 JUN 2025	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			



# WAYBILL NON NEGOTIABLE

VOYAGE NUMBER
0DVM4N1MA
WAYBILL NUMBER
LMM0529785

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBILLS		
		LIMA	ZERO (0)		
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
CMA CGM FORT BOURBON	PAITA, PERU	YOKOHAMA	KOBE		
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 CARGO	TARE	MEASUREMENT
			KGS	KGS	CBM

### FREIGHT PREPAID

"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"

Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of 5.5 degrees Celsius

### PREPAID CHARGES:

SEALING SERVICE EXPORT: USD 20.00  
 BUNKER SURCHARGE NOS: USD 270.00  
 EXPORT DECLARATION SURCHARGE: USD 32.00  
 ATMOSPHER CONTROL (CA): USD 1,500.00  
 10% CO2 REDUCTION: USD 92.00  
 SERENITY PREMIUM CONTAINER GUA: USD 25.00  
 SMART REEFER CONTAINER: USD 70.00  
 OCEAN FREIGHT ALL IN: USD 3,658.00  
 COLLECT CHARGES:  
 TERMINAL HANDL. CH DESTINATIO: JPY 65,000.00  
 CONTAINER SERVICE CHARGE: JPY 2,800.00

Shipped on Board CMA CGM FORT BOURBON 18-JUN-2025 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 3      22550.000      4640      50.000  
 ABOVE PARTICULARS DECLARED BY SHIPPER, CARRIER NOT RESPONSIBLE.

### ADDITIONAL CLAUSES

- 343. In the event that this Bill of Lading is a Paperless Bill of Lading, it shall be governed by the Terms and Conditions available on the CMA CGM website (<https://www.cma-cgm.com/products-services/shipping-guide/bl-clauses>) which the Merchant has read and accepted. The delivery of the cargo carried under a Paperless Bill of Lading shall be made to the Consignee after the Paperless Bill of Lading has been surrendered to the Carrier on the eBusiness platform and after payment of any outstanding Freight and charges.
- 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 clause 25(5) of 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.
- 374. Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods and the Container(s) listed in this Bill of Lading shall be destined and on-carried to Russian Federation territory or Republic of Belarus after unloading at port of discharge.
- 375. Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods listed in this Bill of Lading shall be stuffed and on-carried from the Russian Federation territory or Republic of Belarus before loading at port of loading.
- 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.
- 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

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# WAYBILL NON NEGOTIABLE

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0DVM4N1MA
WAYBILL NUMBER
LMM0529785

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CMA CGM FORT BOURBON	PAITA, PERU	YOKOHAMA	KOBE		
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Continued From Previous Sheet Sheet 3 of 3  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

### ADDITIONAL CLAUSES

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.

PLACE AND DATE OF ISSUE LIMA 18 JUN 2025

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 BY CMA CGM Peru S.A.C.  
 as agents for the carrier CMA CGM S. A.

SIGNED FOR THE SHIPPER  
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