

SHIPPER
 WESTFALIA FRUIT PERU SAC
 RUC 20600876491 AV. ALFREDO
 BENAVIDES NRO. 768 INT.
 P6. MIRAFLORES - LIMA
 TEL.: +51 1243 7840(*)

**WAYBILL
 NON NEGOTIABLE**

VOYAGE NUMBER
 ODVION1MA
 WAYBILL NUMBER
 LMM0459760

CONSIGNEE
 UNION CO, LTD.
 KOBE MIYUKI BLDG 7F 44 AKASHI-CHOU,
 CHUO-KU KOBE, JAPAN 650-0037 PHONE
 #: + (81) 78-392-4933 FAX #: + (81)
 78-392-4952 CONTACT PERSON(S):
 PRESIDENT: TATSUYA ISHIGURO(**)

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify
 UNION CO, LTD.
 5F, HULIC KOBUNACHO BLDG
 8-1 NIHONBASHIKOBUNACHO, CHUO-KU
 TOKYO, JAPAN 103-0024 PHONE #:
 +(81) 3-6667-8153/FAX#:+(81)3-6667-
 8163(***)

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 BETTER WAYS	PAITA, PERU	YOKOHAMA	

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	TARE	MEASUREMENT
			CARGO		
			KGS	KGS	CBM
TLLU1046785 SEAL 011LA211744 SEAL C6947188 SEAL AJI566 SEAL CM167040 SEAL 361694	1 x 40RC	3352 BOXES	21300.000	4420	50.000
3352 BOXES WITH FRESH AVOCADOS VARIETY HASS (3352 CAJAS CON PALTA FRESCAS VARIEDAD HASS) P.A. : 0804.40.00.00 HS CODE: 080440 PO#: 78756 PA					
THERMOGRAPHS : BCBP3980 BCBP3927					
FREIGHT PREPAID					
(*) CONTACT: GLORIA FIGUEROA FIGUEROA CORREO : GLORIA.FIGUEROA@WESTFALIAFRUIT .COM					
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 1 (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 01 MAY 2024

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

Table with 2 columns: Field Name, Value. Fields include VOYAGE NUMBER (ODVION1MA), WAYBILL NUMBER (LMM0459760).

Main header table with 4 columns: PRE CARRIAGE BY*, PLACE OF RECEIPT*, FREIGHT TO BE PAID AT, NUMBER OF ORIGINAL WAYBILLS. Includes sub-headers for VESSEL, PORT OF LOADING, PORT OF DISCHARGE, and FINAL PLACE OF DELIVERY*.

Table with 6 columns: MARKS AND NOS CONTAINER AND SEALS, NO AND KIND OF PACKAGES, DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER, GROSS WEIGHT CARGO, TARE, MEASUREMENT. Units: KGS, KGS, CBM.

(**)
TATSUYA@UNION-WILL.JP
TROPICAL DEPT.
MGR: SYUHEI NAKAMOTO
NAKAMOTO@UNION-WILL.JP
SALES REP.: MOTOHIKO TOSAKA
M-TOSAKA@UNION-WILL.JP
(***)
CONTACT PERSON(S):
TROPICAL DEPT.
MGR: TOSHIHIROAMIYA
AMIYA@UNION-WILL.JP
SALES REP. MASATOSHI TAKAGI
MASATOSHITAKAGI@UNION-WILL.JP

"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 6 degrees Celsius

Shipped on Board CMA CGM BETTER WAYS 01-MAY-2024 CMA CGM Peru S.A.C. As agents for the Carrier

Handwritten signature/initials

Weight in Kgs Total: 1 CONTAINER(S) Continued From Previous Sheet Sheet 2 of 3 21300.000 4420 50.000
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

- 337. This Waybill is governed by the Terms and Conditions available on the CMA CGM website...
366. The Merchant warrants that the particulars relating to the Goods have been checked...
369. All local charges generating in Peru are to be paid by the Merchant...
372. Merchant consents to the Carrier sharing information and data...
374. Merchant undertakes and warrants that, in no circumstance whatsoever...
375. Merchant undertakes and warrants that, in no circumstance whatsoever...
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.

Table with 2 columns: Field Name, Value. Fields include PLACE AND DATE OF ISSUE (LIMA, 01 MAY 2024), SIGNED FOR THE SHIPPER, SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Peru S.A.C. as agents for the carrier CMA CGM S. A.



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CMA CGM BETTER WAYS	PAITA, PERU	YOKOHAMA			
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

Continued From Previous Sheet Sheet 3 of 3
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

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 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	01 MAY 2024	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			