

SHIPPER  
 SAFRESCO PERU S.A.  
 RUC: 20136222725  
 AV. EL DERBY NRO 055 TORRE1, PISO  
 7, SANTIAGO DE SURCO - LIMA - PERU  
 CTC: CRISTIAN CERNA - SOLANGE  
 SALDANA / TEL Y FAX: 7307300

**DRAFT**  
**WAYBILL**  
**NON NEGOTIABLE**

VOYAGE NUMBER  
 ORPHAN1MA  
 WAYBILL NUMBER  
 LMM0494624

CONSIGNEE  
 DAYKA & HACKETT, LLC.  
 42874 ROAD 64, REEDLEY  
 CA 93654 USA  
 CRYSTAL VULICH  
 559-648-2203  
 CVULICH@DAYKAHACKETT.COM

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify  
 J & K FRESH EAST  
 399 MARKET STREET, SUITE 220  
 PHILADELPHIA, PA 19106 USA  
 ATT. BILL FAGAN  
 PHONE: 610-994-5060  
 EMAIL: DOCS@JKFRESHEAST.COM

**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 |
|-------------------|-------------------|-----------------------|-----------------------------|
|                   |                   | VIRGINIA BEACH, VA    | ZERO (0)                    |
| VESSEL            | PORT OF LOADING   | PORT OF DISCHARGE     | FINAL PLACE OF DELIVERY*    |
| MAGDALENA SCHULTE | PAITA, PERU       | PHILADELPHIA, PA      |                             |

| MARKS AND NOS<br>CONTAINER AND SEALS  | NO AND KIND<br>OF PACKAGES | DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER<br>SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN  | GROSS WEIGHT | TARE | MEASUREMENT |
|---|----------------------------|--|--------------|------|-------------|
|   |                            |  | CARGO        |      |             |
|   |                            |  | KGS          | KGS  | CBM         |
| CGMU7020125<br>SEAL 004VA246065<br>SEAL L8610007<br>SEAL ALN157<br>SEAL CM211357<br>SEAL H15369K<br>SEAL 463107 | 1 x 40RC                   | 2280 BOXES<br><br>2280 BOXES<br>WITH FRESH GRAPES<br>SUGAR CRISP VARIETY<br>(2280 CAJAS CON UVAS FRESCAS<br>VARIEDAD SUGAR CRISP)<br><br>FDA: 18406404532<br>HS CODE: 0806.10.00.00<br>THERMOREGISTERS:<br>UF68062536<br>COLD TREATMENT<br><br>"PARA VERIFICACION DEL<br>ESTADO DE CERTIFICACION<br>GLOBALG.A.P; RAINFOREST -<br>ALLIANCE, CONSULTE EL<br>ARCHIVO DE PACKING<br>LIST PE-OPE-FO-093-ES<br><br>FREIGHT COLLECT | 21196.000    | 4420 | 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  | contracts filed with the FMC  |
| 5. FCL   | 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.  |
| 77. THC at destination payable by Merchant as per line/port tariff   | 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.  |
| 91. Ground rent/storages/power supply/monitoring costs at port of discharge for Merchant's account according to port rates.  | 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 |
| 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.   |   |
| 191. Unless the value of cargo is declared on the face of this bill of lading or waybill in the conditions set for on the reverse, limitation of liability in respect of loss or damage to goods shall not exceed US\$ 500 per package, or customary freight unit if goods are not shipped in package. |   |
| 194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.  |   |
| 214. U.S. demurrage and detention conditions are billed per CMA-CGM (America)'s U.S. tariff or service   |   |

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 | 02 DEC 2024 | SIGNED FOR THE CARRIER CMA CGM S.A.<br>BY CMA CGM Peru S.A.C.<br>as agents for the carrier CMA CGM S. A. |
| SIGNED FOR THE SHIPPER<br>*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED<br>TRANSPORT BILL OF LADING |      |             |  |



**DRAFT**  
**WAYBILL**  
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| VOYAGE NUMBER  |
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| WAYBILL NUMBER |
| LMM0494624     |

|                                      |                            |   |                             |      |             |
|--------------------------------------|----------------------------|---|-----------------------------|------|-------------|
| PRE CARRIAGE BY*                     | PLACE OF RECEIPT*          | FREIGHT TO BE PAID AT   | NUMBER OF ORIGINAL WAYBILLS |      |             |
|                                      |                            | VIRGINIA BEACH, VA  | ZERO (0)                    |      |             |
| VESSEL                               | PORT OF LOADING            | PORT OF DISCHARGE   | FINAL PLACE OF DELIVERY*    |      |             |
| MAGDALENA SCHULTE                    | PAITA, PERU                | PHILADELPHIA, PA  |                             |      |             |
| MARKS AND NOS<br>CONTAINER AND SEALS | NO AND KIND<br>OF PACKAGES | DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER<br>SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN | GROSS WEIGHT<br>CARGO       | TARE | MEASUREMENT |
|                                      |                            |   | KGS                         | KGS  | CBM         |

"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 0 degrees Celsius

PREPAID CHARGES:  
EXPORT DOCUMENTATION FEE: USD 0.00  
COLLECT CHARGES:  
BASIC FREIGHT: USD 1,646.00  
BUNKER SURCHARGE NOS: USD 864.00  
EXPORT DECLARATION SURCHARGE: USD 32.00  
PEAK SEASON ADJUSTMENT FACTOR: USD 1,050.00  
SERENITY CONTAINER GUARANTEE A: USD 25.00  
SERENITY CONTAINER GUARANTEE A: USD 25.00  
SEALING SERVICE EXPORT: USD 20.00  
COLD TREATMENT ADDITIONAL: USD 1,090.00  
SMART REEFER CONTAINER: USD 50.00  
USDA APHIS - COLD TREATMENT US: USD 240.60

Shipped on Board MAGDALENA SCHULTE 02-DEC-2024 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      21196.000      4420      50.000  
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

**ADDITIONAL CLAUSES**

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.

315. Following to the slow down / lock out affecting the US west coast ports, cargo may be discharged in an alternative port without notice - subject to availability - or be on forwarded to the intended port of destination. All additional costs, including but not limited to storage, demurrage, at the alternative port, or extra on forwarding freight shall be for Merchant's account and payable prior to delivery.

337. This Waybill is governed by the Terms and Conditions available on the CMA CGM website (<http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses>) which the Merchant has read and accepted. The carrier is entitled to deliver the cargo to the Consignee, after payment of any outstanding Freight, on provision of proper proof of identity without the need to produce or surrender a copy of this Sea Waybill.

366. The Merchant warrants that the particulars relating to the Goods have been checked and that such particulars are adequate and correct. In case of failure of the Merchant to comply with such warranty, the Carrier shall be entitled to charge the Merchant at any time an amount of USD 2,000 per Container or Goods (for non-containerized cargo) as processing and administrative fees. This fee shall also be applicable 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 Shipper in his shipping instruction or otherwise weighted during the Carriage.

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

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

**ADDITIONAL CLAUSES**

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 in 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 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.

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