


SHIPPER AGRICOLA LAS MARIAS SAC AV. ALFREDO BENAVIDES NRO 474 INT 202 LIMA - LIMA - MIRAFLORES - PERU ATTN: ISABEL PEÑALOZA PH: 4444-980 ANEXO 28		DRAFT WAYBILL NON NEGOTIABLE		VOYAGE NUMBER ODVMCN1MA WAYBILL NUMBER LMM0535269	
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CONSIGNEE WESTFALIA MARKETING BV ABC WESTLAND 374 2685 DD POELDIJK THE NETHERLANDS VAT: NL812894881B01 CONTACT: CELINE DE GROOT, ANNABEL KONST*		EXPORT REFERENCES			
NOTIFY PARTY , Carrier not to be responsible for failure to notify COOL CONTROL HONDERDLAND 90 2676 LS MAASDIJK THE NETHERLANDS CTC: MARIJN DRAAK VAT: NL804457955B01 TEL: +31-174-526360**					
		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	
				ROTTERDAM		ZERO (0)	
VESSEL		PORT OF LOADING		PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*	
CMA CGM BETTER WAYS		PAITA		ROTTERDAM			

MARKS AND NOS	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
CAIU5561201	1 x 40RC	4848 BOXES	KGS 23750.000	KGS 4500	CBM 50.000
SEAL 004DC076693					
SEAL ANW835					
SEAL L9761496					
SEAL CM302210					
LAS MARIAS		4,848 BOXES FRESH AVOCADOS VARIETY HASS (PALTAS FRESCAS VARIEDAD HASS) P.A. 0804.40.00.00 NET WEIGHT: 21,552.00 KG TH: ZZI0916 / ZZI1199			
		*TEL: +31-174-637800 FAX: +31-174-637809 EMAIL: DOCUMENTS.NL@WESTFALIAFRUIT.COM			
		**FAX: +31-174-536361 EMAIL: IMPORT@COOLCONTROL.NL			
		FREIGHT COLLECT			
		"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			
		Continued on Next Sheet Sheet 1 of 2 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	17 JUL 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			



DRAFT
WAYBILL
NON NEGOTIABLE

VOYAGE NUMBER
ODVMCN1MA
WAYBILL NUMBER
LMM0535269

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBILLS		
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CMA CGM BETTER WAYS	PAITA	ROTTERDAM			
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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 degrees Celsius

COLLECT CHARGES:
BUNKER SURCHARGE NOS:USD 840.00
TERMINAL HANDL. CH DESTINATIO:EUR 350.00
EXPORT DECLARATION SURCHARGE:USD 27.00
10% CO2 REDUCTION:USD 226.00
ATMOSPHER CONTROL (CA):USD 1500.00
SEALING SERVICE EXPORT:USD 20.00
OCEAN FREIGHT ALL-IN:USD 5060.00

Shipped on Board CMA CGM BETTER WAYS 17-JUL-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 2 23750.000 4500 50.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

<p>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.</p> <p>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.</p> <p>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</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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