

**1 Shipper**  
 AGRICOLA CERRO PRIETO SA  
 RUC: 20461642706 CAL. DEAN VALDIVIA 111 INT. 601 SAN ISIDRO LIMA -  
 PERU ATTN: MARLENE GALLARDO AYLLON TEL: 51 1 6193900 EMAIL:  
 MGALLARDO@ACPAGRO.COM

**2 Consignee** EORIEU:NL853604915  
 Fruitfactor B.V.  
 Koopliedenweg 3 2991 LN Barendrecht ,The Netherlands PH: 31 180783900  
 FAX:31-180783915 EMAIL:Paul@fruitfactor.nl; wessel@fruitfactor.nl;  
 Ignacio@fruitfactor.nl; Raquel@fruitfactor.nl; info@fruitfactor.nl;  
 invoice@fruitfactor.nl  
 2991

**3 Notify** EORIEU:NL853604915  
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**4 Place of Receipt**  
 Païta Port

**OCEAN VESSEL**  
 ALBEMARLE ISLAND - SR25010EB

**5 Port of Loading**  
 Païta

**6 Port of Discharge**  
 Vlissingen

**7 Place of Delivery**  
 Vlissingen / ZZC

Marks & Nos	Number and kind of Packages	Description of goods	Gross weight	Net weight
CAIU5579237 Tare: 4,420kg Seal: 003SF067712 Seal: CKM2615		1 x 40' High Cube Reefer S.T.C. 5280 BOXES WITH FRESH AVOCADOS (4752 VARIETY ETTINGER / 528 VARIETY ZUTANO) 5280 CAJAS CON PALTA FRESCA (4752 VARIEDAD ETTINGER / 528 VARIEDAD ZUTANO) PA: 0804.40.00.00 TR: NM1YN05WX0/ NM1YN05WN0/VC6N4751/VC6N4748 TEMPERATURE: 6.0 C VENTILATION: CLOSED HUMIDITY: OFF CO2 8 O2 12 LIVENTUS FDA Register: 19265592090 FREIGHT COLLECT	24,010.00 kgs	21,120.00 kgs

CONSIGNEE AND NOTIFY:  
 CTC: Mr. Paul van der

Charge	Basis	Rate	Curr	Amount
Ocean Freight CTR	1	5,180.00	USD	5,180.00
ETS Surcharge	1	171.00	USD	171.00
SFS-Sustainable Fuel Surcharge - Fluctuating	1	473.80	USD	473.80
BAF Container	1	1,500.00	USD	1,500.00
THC Discharge Reefers	1	350.00	EUR	350.00
Liventus Surcharge	1	1,300.00	USD	1,300.00
THC Loading Reefers	1	220.00	USD	220.00
ISPS Discharging CTR	1	30.00	EUR	30.00
Carrier Security	1	50.00	USD	50.00
BL Fee CTR	1	50.00	USD	50.00

Particulars furnished by the Merchant  
 If indicated by "X" here, continuation of cargo description given on attached sheet

**8** Freight, Charges, etc

**9** Freight Payable at Breda

SHIPPED on board in apparent good order and condition, unless otherwise stated and to be discharged at the aforesaid port of discharge or so near thereto as the Vessel may safely get and be always safe afloat. This Bill of Lading is a receipt only for the number of packages shown herein. Weight, measurements, marks and numbers, quality, quantity, contents and value shown above are furnished by the Merchant and have not been checked and are to be considered unknown unless expressly acknowledged and agreed to. The signing of this Bill of Lading is not to be considered as such acknowledgement or agreement. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations, exceptions and conditions, on both pages, whether printed, written, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. One of the Bills of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void. Full freight and charges are payable as per agreement, but always deemed earned latest on signing Bills of Lading, discountless and non returnable, Ship and/or Goods lost or not.

**10 Place and date of issue**  
 Lima 6 Apr 2025

Signed for the Carrier Seatrade Group NV  
 As Agent(s) for the Carrier

**Signature**  
 Seatrade Group N.V.



## 1. DEFINITIONS

**“Transport Document” or “TD”** means this document, which evidences the contract of carriage governing the Carriage and which can either be a bill of lading or a non-negotiable waybill as determined on the reverse hereof.

**“Bill of Lading”** means this Transport Document if named bill of lading on the reverse hereof.

**“Carriage”** means the whole or any part of the carriage, loading, unloading, handling and/or any other services whatsoever undertaken by the Carrier in relation to the Goods.

**“Carrier”** means Seatrade Group N.V., registered at Presidente Rómulo Betancourt Boulevard 2, Willemstad, Curaçao.

**“Charges”** includes all charges payable to the Carrier in accordance with the applicable Tariff and this TD excluding the Freight.

**“Container”** includes any container (including an open top container), flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment.

**“Freight”** means, unless otherwise indicated on the reverse hereof, the amount of money payable to the Carrier in accordance with the applicable Tariff covering solely the ocean carriage or the transport between the places defined in the Combined Transport operation (whichever is applicable) excluding any other services included in the Carriage.

**“Goods”** means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

**“Hague Rules”** means the provisions of the International Convention for the Unification of Certain Rules relating to bills of lading signed at Brussels on 25th August 1924.

**“Holder”** means any Person rightfully in possession of this Bill of Lading or the name Consignee in the event the Bill of Lading is non-negotiable.

**“Merchant”** includes the Shipper, Holder, Consignee, Consignor, Receiver of the Goods, any Person entitled to the Goods or the Goods or the Bill of Lading or the Bill of Lading (when the TD is a Bill of Lading) and anyone acting on behalf of such Person.

**“Combined Transport”** arises if the Place of Receipt and/or the Place of Delivery are indicated on the reverse hereof in the relevant boxes.

**“Package”** where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the reverse hereof as packed in such Container or each thereof.

**“Person”** includes an individual, corporation, or other legal entity.

**“Port-to-Port”** arises if the Carriage is not Combined Transport.

**“Sub-Contractor”** includes owners, charterers and operators of vessels (other than the Carrier), stevedores, longshoremen, lighters, terminal and groupage operators, road and rail transport operators, warehousemen, pilots and any independent contractor employed by the Carrier performing the Carriage and any direct or indirect sub-contractors, servants and agents thereof whether in direct contractual privity or not.

**“Terms and Conditions”** means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties of this TD.

**“US COGSA”** means the US Carriage of Goods by Sea Act 1936.

**“Vessel”** shall not include any vessel used in the Carriage under this TD which may be a feeder vessel or an ocean vessel.

## 2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Attention is drawn to the fact that the Carrier is free to change the Tariff and to container and other charges or detention charges and the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this TD and the applicable Tariff, the TD shall prevail.

## 3. WARRANTY

The Carrier warrants that in agreeing to the Terms and Conditions hereof he is, and has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this TD.

## 4. SUB-CONTRACTING

4.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage.

4.2 The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Sub-Contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods or the Carriage of the Goods or the Goods or the Carriage of the Goods or the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such servant, agent, and Sub-Contractor shall have the benefit of all Terms and Conditions of whatsoever nature herein contained or otherwise benefiting the Carrier including clause 26 hereof, the law and jurisdiction clause, as if such claim or allegation were made against the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

4.3 The provisions of clause 4.2 including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.

4.4 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the Terms and Conditions which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

4.5 The Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below.

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## 5. GENERAL

5.1 The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any particular time or to meet any particular requirement of any licence, permission, sale contract, or credit of the Merchant or any market or use of the Goods and the Carrier shall not be responsible for any loss or damage whatsoever arising by any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.

5.2 Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.

5.3 Once the Goods have been received by the Carrier for Carriage the Merchant shall be entitled neither to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this TD nor to instruct or require delivery of the Goods at any other Port or Place than the Port of Discharge or Place of Delivery named on the reverse hereof or such other Port or Place selected by the Carrier in the exercise of the liberties hereof, for any reason whatsoever. The Merchant shall indemnify the Carrier against all claims, liabilities, losses, damages, costs, delays, legal fees and/or expenses caused to the Carrier, his Sub-Contractors, servants or agents arising or resulting from any stoppage whatsoever in the Carriage of the Goods.

5.4 The Terms and Conditions shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

5.5 In the event that the Merchant requests the Carrier to deliver the Goods: (a) at a port other than the Port of Discharge; or (b) (save in the USA) at a Place of Delivery instead of the Port of Discharge or (c) at a place beyond the Place of Delivery, and the Carrier in its absolute discretion agrees to such request, such further Carriage will be undertaken on the basis that the Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this TD as the Port of Discharge or Place of Delivery.

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