

COMPAGNIE MARITIME MARFRET

BILL OF LADING
FOR EITHER COMBINED TRANSPORT
OR PORT TO PORT SHIPMENT

SHIPPER/EXPORT SAFRESCO PERU S.A. RUC: 20136222725 AV. EL DERBY NRO 055 TORRE1, PISO 7, SANTIAGO DE SURCO - LIMA - PERU CTC: Cristian Cerna - Solange Saldana TELEFONOS Y FAX: 7307300		DOCUMENT NO. BK24145021
CONSIGNEE TROPIC FRUIT SARL BRAGELOGNE 97118 SAINT-FRANCOIS GUADELOUPE CONTACTO : M. HIRA JOSE CORREO : TROPIC.FRUIT@WANADOO.FR CEL : 06 90 35 23 17 - WHATSAPP : + 590 690 35 23 17		EXPORT REFERENCES BL24142478 SC2410588
NOTIFY PARTY TROPIC FRUIT SARL BRAGELOGNE 97118 SAINT-FRANCOIS GUADELOUPE CONTACTO : M. HIRA JOSE CORREO : TROPIC.FRUIT@WANADOO.FR CEL : 06 90 35 23 17 - WHATSAPP : + 590 690 35 23 17		FORWARDING AGENT - REFERENCES
PIER/TERMINAL TPE TERMINAL PORTUARIO		POINT AND COUNTRY OF ORIGIN PERU
VESSEL VOY CMA CGM BETTER WAYS 2405138N		DOMESTIC ROUTING/EXPORT INSTRUCTIONS THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED SEA WAYBILL NON CONTRACTUAL NOT NEGOTIABLE DOCUMENT
PORT OF DISCHARGE Pointe-à-Pitre		
PLACE OF RECEIPT*	PLACE OF DELIVERY	

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
45R1 TLLU1050810 SEAL: 004VA542516 SEAL: 0208406 SEAL: H29569J	2296	1 X 40' High Cube Reefer Container(s) S.T.C.: BOXES WITH FRESH MANDARINS TANGO VARIETY (2296 CAJAS CON MANDARINAS FRESCAS VARIEDAD TANGO) HS CODE: 0805.29.90.00 TR: EFQ23B102026 - EFQ23B102027 TEMPERATURE: 5 C VENTILATION: 15 Cbm/hr HUMIDITY: OFF FREIGHT COLLECT Para verificacion del estado de certificacion GLOBALG.A.P; Rainforest - Alliance, consulte el archivo de Packing list PE-OPE-FO-093-ES	CARGO: 25,460.000kg TARE: 4,420.000kg GROSS: 29,880.000kg 65,874.046lbs	
Set Point: 5.0C Ventilation: 15.0CBM/h				

SHIPPER'S DECLARED VALUE

*APPLICABLE ONLY WHEN USED FOR COMBINED/THROUGH TRANSPORT.

Received by **Marfret** for shipment by ocean vessel, between Port of Loading and Port of Discharge, and for arrangement or procurement of pre-carriage from Place of Receipt and/or on carriage to Place of Delivery as indicated above, the Goods as specified above in apparent good order and condition unless otherwise stated. It is further agreed that the Goods stowed in Containers may be carried on deck or under deck without notice.
The receipt, custody, carriage, delivery and transshipping of the goods or containers or other packages are subject to the terms appearing on the face and back hereof in addition to Carrier's applicable tariff.
In witness whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished, the others to be void.
All actions against Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to such action.

FOR THE CARRIER

By _____

Dated at **Paita** **09/04/2024**B/L No. **MFUSBL24142478** Month Day Year

OCEAN FREIGHT CHARGED ON	PREPAID	COLLECT
USD Bunker Adjustment Factor		1,152.00
EUR DOC fees POD		40.00
USD EU ETS		70.00
USD Sea Freight		4,193.00
USD Handling fees -		75.00
EUR Informatique portuaire		5.00
EUR Terminal ISPS POD		6.00
EUR MAD / Pick up POD		126.00
EUR THC Port of Discharge		388.00
USD THC Port of Loading		110.00
TOTAL CHARGES	EUR USD	565.00 5,600.00

CONDITIONS OF CARRIAGE

1. Definition
Carrier - means the party named on the face of this document and on whose behalf this Bill of Lading has been signed.
Merchant - includes the Shipper, Receiver, Consignor, Consignee of the Goods, any person owning or entitled to the possession of the Goods of this Bill of Lading...

4. Attention is drawn to the Carriers applicable conditions for Container and vehicle demurrage which may be obtained from the Carrier or his Agents.
5. All unpaid freight and charges shall be paid without any set-off, counter-claim or stay of execution before delivery of the goods.
6. Holder or consignee of this Bill of Lading shall be liable to the Carrier for the payment of all freight charges and demurrages and for the performance of the obligation of the contract evidenced by this Bill of Lading.

2. Warranty
The Merchant warrants that in the agreeing to the terms hereof he, or has the authority of, the person owning or entitled to the possession of the Goods and this Bill of Lading.

15. Lien
The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to be recovered due and for the cost of recovering the same and for the purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

3. Subcontracting and Indemnity
The Carrier shall be entitled to sub-contract the carriage on any terms whatsoever. It is hereby expressly agreed that no servant or agent of the carrier (including independent contractors) shall be liable to the carrier or to the consignee or penalized by the carrier under any liability whatsoever to the shipper, consignee or owner of the goods...

16. Deck Cargo and Livestock
Goods to be carried in containers other than flats or panels which are stated herein to be carried on deck and livestock whether or not carried on deck, are carried cargo subject to the part of the Carrier for loss or damage of whatsoever nature whether caused by unseaworthiness or negligence or any other cause whatsoever.

4. Paramount Clause
This agreement is governed either by the French law of the 18/06/1966 and relevant edicts, or the International Convention for the Unification of Certain Rules relating to Bills of Lading of August 25th 1924, as amended by the protocol signed at Brussels on 23rd February 1968, but only to the extent and on the occasion that such rules are mandatory...

17. Motor Vehicles
Privately owned vehicles (automobiles, trucks, motorcycles, scooters) shall not be accepted unless insured.
Vehicles loaded by the roll-on/roll-off process shall be parked on board by their operator and/or owner who therefore accepts full responsibility for any damages to the goods...

5. Carrier's Responsibility, Modalities and Limitations of Indemnity - Port to Port Shipment
Period of liability - The Carrier shall be deemed to take possession of the goods on loading on the vessel and to deliver same on discharge from the vessel and the carrier shall not be liable for loss or damage to the goods during the period before loading or after discharge from the housework such loss or damage arises.

18. Refrigerated vehicles and containers
The carrier accepts no responsibility for damages sustained by the cargo arising out of defects or breakdowns on the container refrigerating unit, accessories and/or thermostat, if the carrier should provide electric power to the vehicles refrigerating systems the carrier's obligations shall be limited to supplying power at a voltage...

6. Carrier's Responsibility, Modalities and Limitations of Indemnity - Combined Shipment
Period of liability - Where the bill of lading is provided for hereunder and includes at least two means of conveyance, notwithstanding the provisions provided for under article 4 and any contrary established custom, the carrier's liability is strictly limited to the carriage by sea only and the carrier does not incur any liability whatsoever in respect of carriage by other carrier.

19. Options
Notwithstanding any custom of the port, regulations or conventions, and even prior to declaring the vessel en route to the customs and/or complying with any customs or other formalities, the Master and Owner shall have the right to load, discharge, tranship, the cargo or have it transhipped to barges, lighters, boats, or other craft...

Where the stage of carriage where loss or damage occurred is not known. The Carrier shall be relieved of liability for any loss or damage if such loss was caused by:
(i) an act or omission of the carrier or his servants or agents,
(ii) insufficiency or defective condition of packing or marking,
(iii) insufficiency or inadequacy of marks or numbers on the goods...

20. Methods and route of transportation
The carrier may at any time and without notice to the Merchant
(a) use any means of transport or storage whatsoever
(b) permit the Goods to be transported or stored by any means of transport or storage including but not limited to transhipping or carrying the same on another vessel than that named on the face hereof...

Notwithstanding anything provided for in sub-clause 6 (1) above and subject about deck cargo and livestock where it is known during which stage of Carriage loss or damage occurred the liability of the carrier shall be determined:
(a) by the provisions contained in any international convention or national law which provisions
(b) cannot be departed from by private contract to the detriment of the Merchant and
(c) in the absence of such provisions the Carrier in respect of the particular stage of carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

21. Matters affecting performance
If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the liability of the Goods solely properly by the carrier and his servants) and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were accepted for carriage) the Carrier (whether or not the Carriage is commenced) may either:

7. Special provisions
1. Notice of loss/damage
The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods, indicating that such exemption from liability shall arise prior to the loading on the vessel, has been stated in this Bill of Lading and extra-freight paid if required. In that case the amount of the relief value shall be substituted for those limits. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

2. Dangerous Goods
(1) No Goods which are or may become dangerous, inflammable or damaging (including radioactive materials), or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for carriage unless the carrier has expressly consented in writing and without any limitation of liability to the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and the character of any such articles and to comply with any applicable laws, regulations or requirements...

8. Sundry liability provisions
1. Delay
The carrier does not undertake that the goods shall arrive at the port of discharge or place of delivery at any particular time to meet any particular market or use. The Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay.

22. Notification and delivery
If any item mentioned in the bill of lading is provided for the parties to be notified by the arrival of the Goods is solely for information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.
(2) Where the Carriage called for by this Bill of Lading is a Port to Port shipment the Carrier shall be at liberty to discharge the Goods or any part thereof without notice to the Merchant at any place or at any wharf, pier, quay, or place, or any way and at any time, without any limitation of liability of the Carrier in respect of the Goods or that part thereof discharged as aforesaid shall wholly cease notwithstanding any custom of the port to the contrary and notwithstanding that any charges, dues or other expenses may be or become payable. The Merchant shall take delivery of the Goods upon discharge. All expenses incurred by reason of the discharge of the Goods shall be for the account of the Merchant.

9. Shipper-packed Containers
If a container has not been packed for or on behalf of the Carrier:
(a) The Carrier shall not be liable for loss of or damage to the Goods caused by:
(i) the manner in which the Container has been packed,
(ii) the unsuitability of the Goods for carriage in Containers or
(iii) any unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph shall only apply if the condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was packed.

23. Both-to-blame collision
If the carrying ship comes in collision with another ship as a result of the negligence of the other ship and any act, neglect, or default in the navigation or the management of the carrying ship, the Merchant undertakes to pay the Carrier as trustee for the owner and/or demise charterer of the carrying ship a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying ship against all loss or liability to the other or non-carrying ship or her owners...

10. Inspection of Goods
The Carrier or any person to whom the Carrier has sub-contracted the Carriage or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time to inspect the Goods. If by order of any authority at any place, the goods have to be unpacked from the containers to be inspected, the Carrier will not be liable for any loss or damage incurred during such unpacking, inspection or repacking. The Carrier shall be entitled to recover the costs of unpacking, inspection and repacking from the Merchant. If it appears that the goods have lost their value, then the Carrier shall be entitled, with the agreement of the Merchant to destroy such goods, and all expenses and costs incurred shall be paid by the Merchant.

24. General average
(1) In the event of accident, damage, disaster or other loss or damage to the cargo, the Carrier shall be liable for the loss or damage to the cargo, even without provision final or contingent to general average, is effected in full and after the relevant average deposit is received by a bank.
(2) It is hereby expressly agreed that the Carrier reserves the right to retain the goods until payment of all contributions, whether provisional final or contingent to general average, is effected in full and after the relevant average deposit is received by a bank.

11. Carriage affected by conditions of goods
If it appears at any time that the Goods or any part thereof cannot safely or properly be carried further, either all or part thereof, without notice to the Merchant, take thereof, and abandon the Carriage and/or store the same ashore or afloat under shelter or not at any place which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

25. Variation of the contract
No servant or agent of the carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

12. Description of Goods
No representation is made by the Carrier to the benefit of the contents, measure, quantity, quality, description, condition, marks, numbers or values of Goods and the carrier shall not be responsible whatsoever in respect of such description or particulars.

26. Validity
In the event that anything herein contained is inconsistent with any applicable international convention or national law, which cannot be departed from by private contract, the provisions hereof shall, to the extent of such inconsistency, but no further, be null and void.

13. Shipper's/Merchant's responsibility
1. The shipper warrants to the Carrier that the particulars relating to the Goods as set out hereover have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are adequate and correct.

27. Law and jurisdiction
Except as specifically provided elsewhere herein, French law shall apply to the terms and conditions of this Bill of Lading and French law shall also be applied in interpreting the terms and conditions hereof.

