

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. BK24145022
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 BL24142477 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 TLLU1050620 SEAL: 004VA542510 SEAL: 0208404 SEAL: H29571J	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: EFQ23B102022 - EFQ23B102023 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. **MFUSBL24142477** 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 and in the absence of derogating terms and stipulations which would be deemed null and void only if, and to the extent that, they should be prohibited in whole or in part by the applicable law.

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 or to the vessel or to the crew, passengers, cargo and to third parties, arising out of mishandling.

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 and frequency consistent with the E.E.C. specifications, while the shipper shall be responsible for ensuring that the voltage available on start-up is consistent with that required.

6. Carrier's Responsibility, Modalities and Limitations of Indemnity - Combined Shipment
Period of liability - Where the transit of goods 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 formality, the Master and Owner shall have the right to load, discharge, tranship, the cargo or have it transhipped to barges, lighters, boats, or other vessels or to discharge the cargo on quay, into bonded stores, agents' warehouses or other places, and consequently, the carrier shall not be liable for any damage or loss occurring to the said Any damage resulting therefrom either to the vessel or to both the vessel and any third party will be for the account of the shipper.

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 apply, is given in writing to the Carrier or to his representative at the place of delivery thereof under this Bill of Lading or, if the loss or damage is apparent, within three consecutive days thereafter.

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 or by any other means of transport whatsoever.

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.

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 his agents) and howsoever arising (even though the circumstances giving rise to such hindrance, risk, 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:

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.

22. 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 to the Carriage of such 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, if any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the carrier the goods are or are likely to become a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned or otherwise dealt with without compensation to the Merchant and without prejudice to the Carrier's right to Freight.

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.

23. Notification and delivery
Any item mentioned in the preceding 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, or at any place, or at any time, and at any time, and without any liability of the Carrier or any part thereof to 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.

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 without incurring any additional expense, the Carrier may, at its option, either to discharge the Goods or any part thereof, or to store the Goods or any part thereof, or to store the Goods or any part thereof, or to store the Goods or any part thereof in a place where the Merchant 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.

24. 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 or to the Merchant and set-off, recovered or recovered by the other or non-carrying ship or her owners or to the Merchant or set-off, recovered or recovered by the other or demise charterer of the Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or objects, other than the carrying ship or objects, are at fault in respect of collision, contact, stranding or other accident.

12. Description of Goods
No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or values of Goods and the Merchant shall be responsible for any loss or damage of whatsoever nature arising from any such description or particulars.

25. General average
(1) In the event of accident, damage, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods.
(2) General Average shall be adjusted in Marseille, in accordance with the 1974 YORK-ANTWERP rules, by one General Average Adjuster or more appointed by the Carrier without legal formalities.

13. Shipper's/Merchant's responsibility
1. The shipper warrants to the Carrier that the particulars relating to the Goods as set out hereunder 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.
2. The Shipper shall indemnify the Carrier against all loss, damage, fines and expenses arising or resulting from inaccuracies in or inadequacy of such particulars and from any other cause in connection with the Goods which would have been due on the actual weight, quantity, volume or value of liquidated damages, any particular provisions of the shipping conferences notwithstanding.

26. 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.

14. Freight and Charges
Freight shall be charged by weight, volume ad valorem, or by numbers at the Owner's option and, in all cases, payable in currency stipulated in the Bill of Lading. Any goods which on inspection should be found of a different nature, or of a larger weight, volume or value than declared by the Shipper on the Bill of Lading shall entitle the carrier to claim double freight or double payment of freight and charges on the actual weight, quantity, volume or value of liquidated damages, any particular provisions of the shipping conferences notwithstanding.

27. 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.

COMPAGNIE MARITIME MARFRET

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

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VESSEL VOY CMA CGM BETTER WAYS 2405138N		PORT OF LOADING Paita	
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SEA WAYBILL NON CONTRACTUAL DOCUMENT NOT NEGOTIABLE			

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
<p><i>For the purpose of this document the words bill of lading, wherever and whensoever they appear in the terms of the Carrier's bill of lading shall be substituted by the word Seawaybill. This seawaybill is not a document of title of goods. The Carrier is authorised to deliver the cargo to the consignee on production of proof of his identity. The shipper declares he irrevocably transfers to the consignee the right of control of the cargo during the carriage starting from the moment the Carrier becomes liable for said cargo.</i></p>				
Total Containers: 1 Total Weight of Cargo: 25,460.000 kg Total Tare: 4,420.000 kg Total Gross Weight: 29,880.000 kg				

SHIPPER'S DECLARED VALUE

*APPLICABLE ONLY WHEN USED FOR COMBINED/THROUGH TRANSPORT.

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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. **MFUSBL24142477** Month Day Year

OCEAN FREIGHT CHARGED ON	PREPAID	COLLECT
TOTAL CHARGES		

