

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 TELEFONOS Y FAX: 7307300		SEA WAYBILL NO. BL24145075	
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		 <p>Compagnie Maritime Marfret SAS au capital de 5.000.000 € - RCS MARSEILLE 339 834 178 N° SIRET 339 834 178 00016 - N° TVA FR 51 339 834 178 Siège social : 13, quai de la Joliette, 13002 Marseille, France Tél : +33(0)4.91.56.91.00 - www.marfret.com</p> <p>SEA WAYBILL NON NEGOTIABLE</p> <p>Draft Copy</p>	
NOTIFY PARTY (without liability to carrier or his agent for failure to notify) 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			
PRE-CARRIAGE BY		PLACE OF RECEIPT *	
VESSEL AND VOY NO CMA CGM KHAO SOK 2405140N		PORT OF LOADING Païta	
PORT OF DISCHARGE Pointe-à-Pitre		PLACE OF DELIVERY *	
MARKS AND NOS. CONTAINER NOS. SEAL NOS.		NUMBER AND KIND OF PACKAGES / DESCRIPTION OF GOODS AS STATED BY SHIPPER, SHIPPER'S STOW, LOAD AND COUNT- SAID TO CONTAIN	
		GROSS WEIGHT	
		MEASUREMENT	

1 X 40' High Cube Reefer Container(s) S.T.C.:

TLLU1052089 SEAL: 004VA542462 SEAL: 0208262 SEAL: H29524J	2296 BOXES WITH FRESH MANDARINS TANGO VARIETY (2296 CAJAS CON MANDARINAS FRESCAS VARIEDAD TANGO) HS CODE: 0805.29.90.00 TR: EFQ23B102010 - EFQ23B102011 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 Set Point: 5.0C Ventilation: 15.0CBM/h	CARGO 25,460.000kg TARE: 4,420.000kg GROSS 29,880.000kg
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ABOVE PARTICULARS DECLARED BY SHIPPER/CARRIER NOT RESPONSIBLE
CONTAINERS DEMURRAGES AND DETENTION CHARGES AT DESTINATION AS PER LINE'S TARIFF PAYABLE BY RECEIVERS

IMPORTANT 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, stated by the Shipper to comprise the Goods specified above, for Carriage subject to all the terms hereof, (INCLUDING THE TERMS ON REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFF) from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable. This Sea Waybill is issued subject to the CMI Uniform Rules for Sea Waybills and is governed by the Terms and Conditions available on the MARFRET website (www.marfret.fr) which the Merchant has read and accepted. The terms of the Carrier's applicable tariff are incorporated herein. For the purpose of this document the word Bill of Lading, wherever and whensoever it appears in the terms of the Carrier's bill of lading, shall be substituted by the word Sea Waybill. In accepting the Bill of Lading the Merchant expressly accepts and agrees to all its terms conditions and exceptions whether printed, stamped or written, or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant. This Sea Waybill is deemed to be a contract of carriage as defined in Article I (b) of the		Hague Rules or Hague Visby Rules although this is not a document of title to the Goods. The Carrier is entitled to deliver the cargo to the Consignee, after payment of any outstanding Freight, on production of proper proof of identity without the need to produce or surrender a copy of this Sea Waybill.	
FREIGHT PAYABLE AT : Pointe-à-Pitre		DECK CARGO Shipper and Carrier expressly accept that the Containers, Vehicles, Trailers and rolling machines are deck loaded at Carrier's discretion without obligation to notify the Shipper, the ship being equipped with installation suitable for this kind of transportation, and that the Carrier shall not be responsible for possible losses and damage suffered by deck loaded, Containers, Vehicles, Trailers and rolling machines and the contents, whatever the cause.	
		JURISDICTION All disputes arising between the Carrier and the Merchant in relation with the contract of carriage evidence by this Sea 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. Merchant declares formally that he accepts this competence. Notwithstanding the aforesaid, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office.	
		NUMBER OF ORIGINAL SEA WAYBILL 0	
		PLACE AND DATE OF ISSUE: Païta 2024-09-18	
		SIGNATURE Agunsa Peru as agents for carrier Compagnie Maritime Marfret	
		P/o SHIPPER	

* APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED CONTRACT OF CARRIAGE.

TERMS AND CONDITIONS OF CARRIAGE

ART 1. DEFINITION

1.1 This Bill of Lading covers the present contract whether called bill of lading or waybill. "Carrier" means the party named on the face of this document and on whose behalf this Bill of Lading has been signed.

1.2 The Shipper, Receiver, Consignor, Consignee of the Goods, any person owning or entitled to the possession of the Goods of this Bill of Lading, the holder of any document (including this document) evidences the contract of carriage and any person acting on behalf of any of the parties mentioned in this Bill of Lading, shall be deemed to have agreed to the Lading to whom the property in the Goods has passed or by reason of the consignment of the Goods or the endorsement of this Bill of Lading otherwise.

1.3 Goods in containers or packages includes any Container not supplied by or on behalf of the Carrier, as well as the contents of such container.

1.4 "Container" includes any container, trailer, transportable tank, flat or pallet or any similar article of transport used for the carriage of goods.

1.5 "Carriage" means the whole of the operations and services undertaken by the Carrier in the respect of the Goods.

1.6 "Combined Transport" arises when the place of receipt and/or the Place of Delivery are indicated in the face thereof.

1.7 "Port of Shipment" arises when the carriage called for by the Bill of Lading is not a combined transport.

1.8 "Freight" includes all charges payable to the Carrier in accordance with the applicable Tariffs.

1.9 "Vessel" means the vessel, including any sub-charter party, but excluding any barge, boat, vessel or other vehicle employed in the performance of this contract.

1.10 "Package or Unit" per individual Packing if the goods are packed, per Block unit if the goods are not packed. The provisions of this Bill of Lading are deemed to be subject to the provisions of the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924 and includes the amendments by the Protocols signed at Brussels on 23rd February, 1968 and 21st December, 1979, but only if such amendments are compulsorily applicable to this Bill of Lading.

1.11 "US COGSA" means the United States Carriage of Goods by Sea Act, 46 U.S.C. App. § 1300 et seq. as amended 1924 and any subsequent re-codification thereto.

ART 2. WARRANTY

2.1 The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person or persons entitled to the possession of the Goods at the time of Lading.

ART 3. SUB-CONTRACTING AND INDEMNITY

(1) The Carrier shall be entitled to sub-contract the carriage on any terms whatsoever. It is hereby agreed that the Carrier shall be deemed to have subcontracted the carriage to a subcontractor from time to time employed by the Carrier shall in any circumstances whatsoever be under any liability whatsoever to Mer- chant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from the performance of this contract, whether or not such loss, damage or delay is in connection with its employment. (2) Without prejudice to the generality of the foregoing provisions of this clause, the Carrier shall be deemed to have subcontracted the carriage to a subcontractor in any case where the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors) and all such persons shall to this extent be or deemed to be parties to the contract in or evidenced by this Bill of Lading.

ART 4. CARRIER'S RESPONSIBILITY AND CLAUSE PARAMOUNT

4.1 "Port of Shipment" arises when the carriage called for by the Bill of Lading is not a combined transport. When loss or damage has occurred between the time of loading of the Goods by the Carrier, or any Underlying Carrying Carrier, at the Port of Loading and the time of discharge by the Carrier, or any Underlying Carrying Carrier, at the Port of Discharge, the responsibility of the Carrier shall be determined in accordance with the French code of transport and by all the relevant edicts of French law of 19th August, 1966, or any amendments thereto, or the provisions of the Hague Rules, or any amendments thereto, compulsorily applicable to this Bill of Lading. The Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises from the negligence or active fault of the Carrier or any Underlying Carrying Carrier. Loading shall be deemed to have commenced when the goods are connected with the tackle alongside the vessel, and discharge shall be deemed to have been completed when the goods are disconnected from the tackle alongside the vessel. Notwithstanding the foregoing, in any case the compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defense, limitation and liberty in the Hague Rules as applied by this Clause during such additional compulsory period of responsibility notwithstanding that the loss or damage did not occur at sea. Notwithstanding anything else in this Bill of Lading to the contrary, on shipments to or from the United States, the Carrier shall be deemed to have commenced loading and discharge of the Goods at the time when the Goods are loaded on and after they are discharged from the Vessel provided, however, that the Goods at said times are in the custody of the Carrier or any Sub-Contractor.

ART 5. PERIOD OF LIABILITY

5.1 Period of liability. Where through transit of goods is provided for hereunder and includes at least two means of conveyance, notwithstanding the provision provided for under article 4 (1), the Carrier's liability is strictly limited to the carriage by sea and the carrier does not incur any liability whatsoever in respect of car- riage by other carrier. Notwithstanding the foregoing, in case the Carrier is held responsible for the carriage by other carrier it is hereby expressly agreed that the carrier's responsibility shall be determined in accordance with the law of such State and/or any International Convention which may be compulsorily applicable to the carriage by such other carrier.

(a) With respect to rail or road Carriage within a State other than the United States, then liability shall be determined in accordance with the internal law of such State and/or any International Convention which may be compulsorily applicable to the carriage by such other carrier.

(b) Where Carriage between countries in Europe liability shall be determined in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated May 19th, 1956; and during rail Carriage between countries in Europe according to the Convention for the Carriage of Goods by Rail (CIM), dated February 25th, 1961 (or any amendments to this Convention or Agreement).

(c) With respect to Combined Transportation from, to or within the United States when the Goods are carried by a means of independent carriage, the provisions of Clause 4 (1).

(d) In the event Clause 4 (1) is held inapplicable to such Combined Transportation to or within the United States and will be governed by, and be subject to, the Terms and Conditions of the Underlying Carriers Bill of Lading and/or, where applicable, the ICC Uniform Bill of Lading, or the relevant provisions of the French Code of Transport, or the Hague Rules, or any amendments thereto, or any other applicable law. Notwithstanding the foregoing, in the event there is a private contract of Carriage between the Carrier and any Underlying Carrier, such Combined Transportation will be governed by the Terms and Conditions of such private contract, which shall be deemed to be incorporated into the provisions of said contracts) shall be available to the Merchant at any office of the Carrier upon request.

(e) Except as provided in Clause 4 (2) (a) (4) (2) (d) supra, the French code of transport and all the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated May 19th, 1956, or any amendments thereto, shall be deemed to be incorporated into the provisions of said contracts) shall be available to the Merchant at any office of the Carrier upon request.

(f) The Carrier shall nevertheless be relieved of liability for loss or damage occurring during the carriage of goods which is caused by fire, theft or pilferage, or any other cause which has not been avoided and the consequences of which he could not have reasonably prevented. Carrier's maximum liability under this Sub-Section 4 (2) (f) shall be One Euro per kilo of the Goods lost or damaged.

Whenever the Carrier undertakes to accomplish any act, operation or service not initially agreed or contemplated in the Bill of Lading, such as stowage, loading, unloading, lashing, securing, dunnage by whatsoever for any loss or damage to the Goods or any direct, indirect or consequential loss arising out or resulting from such act, operation, or service. If, for any reason whatsoever, the Carrier is held responsible for such act, operation or service, its liability for loss, damage or delays shall be determined in accordance with this Bill of Lading.

(4) Subrogation. (a) Where claims are paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against all other third party, including Underlying Carriers and Sub-Contractors, on account of such loss or damage.

(b) Where claims are paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against all other third party, including Underlying Carriers and Sub-Contractors, on account of such loss or damage.

Unless notice of loss or damage to the Goods specifying or describing the exact nature of such loss or damage is given in writing to the carrier or its agents at the Port of Discharge or Place of Delivery of the Goods, or to the carrier or its agents at the Port of Loading or Place of Delivery of the Goods, consecutive days after delivery, the Goods shall be deemed to have been delivered as described in the Bill of Lading and the Carrier shall be relieved of liability for loss or damage unless such liability is specified in the Bill of Lading. The Carrier shall be relieved of liability for loss or damage unless such liability is specified in the Bill of Lading. The Carrier shall be relieved of liability for loss or damage unless such liability is specified in the Bill of Lading.

(1) Basis of Compensation. Without prejudice to any applicable limitation of liability in accordance with the provision set forth in this clause, the basis of compensation shall be limited to the intrinsic value of the Goods so damaged or lost (excluding insurance, custom fees, taxes, Freight and retail value). The value of the Goods shall be de- termined by reference to the commercial invoice or the custom declaration. In no event shall the Carrier be held responsible for indirect damage, loss of profit or consequential damage.

(2) The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that compensation higher than that provided for in this Bill of Lading may not be claimed unless the value of the Goods is declared by the Shipper prior to the commencement of the Carriage and is stated in writing on this Bill of Lading and extra Freight is paid. In such a case, the amount of the declared value shall be substituted for the limits laid down in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. In any event, the compensation shall not exceed the actual commercial value of the Goods as defined in Clause 6 (1).

(3) The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use and the Carrier shall in no circumstances whatsoever, be liable to be held liable for direct, indirect or consequential loss or damage caused by delay. If notwithstanding the foregoing the Carrier is held responsible of any delay under a mandatory law, it is hereby expressly agreed that the Carrier's liability shall be limited to the ocean Freight paid under this Bill of Lading for the delayed Goods, exclusive of local charges and/or demurrage. In case of delay from vessel, the carrier shall not be liable for loss or damage sustained by perishable cargoes carried in containers or the risks of or from such cargo.

(4) US COGSA limitation to US carriage. When the Carriage is to or from the United States of America as stipulated in Clause 4 (1), and unless the nature and value of the Goods is declared on the back of the Bill of Lading in the condition set out in Clause 6 (2), the Carrier's limitation of liability in respect of the Goods, shall not exceed US\$ 500.00 per Container, package, bundle, pallet, or other unit, or when the Goods are not shipped per container, package, bundle, pallet or other unit, per customary Freight shall be applicable.

ART 6. STEVEDORING

6.1 Authorization is given to the captain and carrier to choose the stevedore. For the operation of handling, stowage, loading or unloading or any other operations/activities customarily carried out before loading or after discharge from the vessel, the stevedore or/and ship agent are deemed to act on behalf of the merchant even if they were not the carrier. When these operations are performed by a public or semi-public or monopolistic organism, the carrier's responsibility begins at loading when goods are connect- ed with the tackle and given by stevedore and at discharge when the goods are disconnected to the tackle when given to stevedore.

ART 8. SHIPPER-PACKED CONTAINERS

8.1 If a Container has not been packed by or on behalf of the Carrier: (a) The Merchant shall be responsible for the loss or damage caused by: (1) The manner in which the Goods have been packed, stowed, stuffed or secured, or (b) The nature of the Goods, or the manner in which the Goods have been packed, stowed, stuffed or secured, or (c) The condition of the Container, or the manner in which the Goods have been packed, stowed, stuffed or secured, provided that, if the Container has been supplied by or on behalf of the Carrier, this shall be deemed to be the condition of the Container at the time when the Container was packed. (d) Packing refrigerated Goods that are not at the correct temperature for Carriage.

8.2 The Merchant shall be responsible for the packing and sealing of all Shipper-packed Containers and, if a Ship- per-packed Container is delivered by the Carrier with its original seal as affixed by the Shipper itself, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

8.3 The Merchant shall be responsible for the packing and sealing of all Shipper-packed Containers, and, if necessary, that the Goods have been pre-chilled before the loading into the Container. The Merchant's attention is drawn to the fact that refrigerated Containers are not designed to freeze down the contents and the Merchant shall have the responsibility for such pre-chilling. The Carrier and the Carrier's attention shall not be responsible for the consequences of cargo presented at a higher temperature than that intended for transport.

(3) The carrier accepts no responsibility for damage sustained by the cargo arising out of defects or breakdowns on the container refrigerating unit accessories and/or thermostat.

ART 9. DESCRIPTION OF GOODS

(1) The Carrier's responsibility shall not in any circumstances whatsoever be under any liability for insufficient packing or inaccuracies, obliteration or absence of marks, numbers, addresses or description, nor for misdescriptive due to marks or countermarks or numbers, nor for failure to notify the Consignee of the Goods of the nature of the cargo, or for failure to comply with the instructions of the Consignee of the Goods.

(2) No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, des- cription, condition, numbers or values of Goods and the Carrier shall be under no responsibility for any loss or damage to the Goods arising from inaccuracies or errors in the description.

(3) Any statement herein that iron or steel goods of any description have been shipped in apparent good condition does not involve any admission from the Carrier as to the absence of rust, for which the Carrier accepts no responsibility.

(4) The Shipper warrants to the Carrier that the particulars relating to the Goods as set out overall have been checked by the Shipper on receipt of the Bill of Lading and that such particulars, and any other particulars furnished by the Shipper, are adequate and correct. The Shipper also warrants that the Goods are lawful Goods and contain no contraband.

(1) 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 to inspect any time and at any place, the Goods and to take any action which the Carrier reserves the right to stop the transport at any time according to Clause 19 of the Bill of Lading.

(2) By order of any authority at any place, the goods have to be unpacked from the containers to be inspected or for the cargo to be inspected or for the cargo to be inspected 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 to the amount of the loss or damage to the goods, and all expenses and costs incurred there from shall be paid by the Merchant.

(3) In no circumstances whatsoever, the Carrier shall be liable for any loss, damage or delay howsoever arising from any action taken under this Clause.

ART 11. CARRIAGE AFFECTED BY CONDITION OF GOODS

11.1 If it appears at any time that the Goods or an article thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Container or the Goods or any part thereof, the Carrier may, without notice to the Merchant (but as to the extent of the loss or damage to the cargo and/or to the Container) and at the expense of the cargo and/or store the same ashore or afloat under shelter or not at any place which abandonment or storage, under cover or in the open, at any place, whichever the Carrier, in its discretion, may deem to be the most appropriate. The Carrier shall be deemed to constitute due delivery of the Goods to the Merchant. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

ART 12. MERCHANT'S RESPONSIBILITY

(1) The Merchant shall indemnify the Carrier for the full definition of all obligations undertaken by the Merchant in this Bill of La- ding, and remain so liable throughout Carriage notwithstanding their having transferred their responsibility for the Goods to any other party. The Merchant shall be liable for all expenses and costs incurred, including those of the Carrier, for the collection of charges and sums due to the Carrier.

(2) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overall have been checked by the Shipper on receipt of this Bill of Lading and those particulars and any other particulars furnished by or on behalf of the Shipper are adequate and correct.

(3) The Merchant shall indemnify the Carrier against all loss, damage, fines and expenses arising re- sulting from inaccuracies in or inadequacy of such particulars or from any other cause in respect of which the Carrier is not responsible.

(4) The Merchant shall comply with the regulations or requirements of customs, port or any other authority, with the provisions of applicable anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act, the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act of 2010, with the applicable economic sanctions regulations, including but not limited to the ones published by the United States, European Union and United Nations. The Merchant shall be deemed to be aware of the provisions of the U.S. Foreign Corrupt Practices Act, the United States, European Union, or United Nations as a "Blocked Person", "Denied Person", "Specially Designated National". The Merchant shall bear and pay all duties, taxes, fines, imposts, expenses or charges or losses (including, but not limited to, the general average contribution for Freight for any additional Carriage undertaken) incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of goods and indemnify the Carrier in respect thereof.

(5) If the Merchant uses its own containers, such containers shall comply with ISO/CSC regulations and shall be clearly marked and identified with the name of the carrier and the name of the Merchant. Where Containers owned or leased by the Carrier are unpacked by the Merchant, he is responsible for returning the empty Containers with interiors swept and clean, free of any dangerous materials, labels, markings and any of its accessories and to the port or place of discharge or to the port or place designated by the Carrier, his servants or agents within the prescribed time (7 days). The Merchant shall be liable for any demurrage loss or expense that may be incurred by the Carrier as a result of the Merchant's failure to return the Containers in a timely fashion while under his control or for which he could be held liable. Unless the Merchant contests the estimate presented by the Carrier within 5 days of its receipts it will be deemed accepted by him. The Carrier is entitled to the full amount of any such charges and to the full amount of any demurrage shall be permitted as security for payment of any sums due to the Carrier, in particular for payment of all Freight detention and demurrage and/or Container indemnity as referred above and may be kept until the Carrier fully or partially recovers all its losses and expenses.

(6) Where Containers owned or leased by the Carrier are unpacked by the Merchant, he is responsible for returning the empty Containers with interiors swept and clean, free of any dangerous materials, labels, markings and any of its accessories and to the port or place of discharge or to the port or place designated by the Carrier, his servants or agents within the prescribed time (7 days). The Merchant shall be liable for any demurrage loss or expense that may be incurred by the Carrier as a result of the Merchant's failure to return the Containers in a timely fashion while under his control or for which he could be held liable. Unless the Merchant contests the estimate presented by the Carrier within 5 days of its receipts it will be deemed accepted by him. The Carrier is entitled to the full amount of any such charges and to the full amount of any demurrage shall be permitted as security for payment of any sums due to the Carrier, in particular for payment of all Freight detention and demurrage and/or Container indemnity as referred above and may be kept until the Carrier fully or partially recovers all its losses and expenses.

(7) Containers released into the care of the Merchant for packing, unpacking or any other purpose shall be returned to the Carrier in the same condition as they were received by the Carrier, and indemnify the Carrier of all loss, damage, injury, fines or expenses caused or incurred by such Containers whilst in Merchant control and/or until redelivery to the Carrier. Merchants are deemed to be responsible for the condition of Containers returned to them.

ART 13. FREIGHT AND CHARGES

(1) Freight shall be charged by weight, volume ad valorem, or numbers at the Owner's option and, in all cases, shall be payable by the Merchant to the Carrier in advance and by payment. Freight shall be based on the basis of detailed information furnished by or on behalf of the shipper. The Carrier may at any time open any Container or any other package or unit in order to re-weigh, re-measure or revalue the Goods and to determine the correct Freight to be charged. The Carrier shall be entitled to the full amount of any such charges and to the full amount of any demurrage shall be permitted as security for payment of any sums due to the Carrier, in particular for payment of all Freight detention and demurrage and/or Container indemnity as referred above and may be kept until the Carrier fully or partially recovers all its losses and expenses.

(2) The Merchant shall be liable for any demurrage loss or expense that may be incurred by the Carrier as a result of the Merchant's failure to return the Containers in a timely fashion while under his control or for which he could be held liable. Unless the Merchant contests the estimate presented by the Carrier within 5 days of its receipts it will be deemed accepted by him. The Carrier is entitled to the full amount of any such charges and to the full amount of any demurrage shall be permitted as security for payment of any sums due to the Carrier, in particular for payment of all Freight detention and demurrage and/or Container indemnity as referred above and may be kept until the Carrier fully or partially recovers all its losses and expenses.

(3) Containers released into the care of the Merchant for packing, unpacking or any other purpose shall be returned to the Carrier in the same condition as they were received by the Carrier, and indemnify the Carrier of all loss, damage, injury, fines or expenses caused or incurred by such Containers whilst in Merchant control and/or until redelivery to the Carrier. Merchants are deemed to be responsible for the condition of Containers returned to them.

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(2) The Merchant shall be liable for any demurrage loss or expense that may be incurred by the Carrier as a result of the Merchant's failure to return the Containers in a timely fashion while under his control or for which he could be held liable. Unless the Merchant contests the estimate presented by the Carrier within 5 days of its receipts it will be deemed accepted by him. The Carrier is entitled to the full amount of any such charges and to the full amount of any demurrage shall be permitted as security for payment of any sums due to the Carrier, in particular for payment of all Freight detention and demurrage and/or Container indemnity as referred above and may be kept until the Carrier fully or partially recovers all its losses and expenses.

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(4) All unpaid freight and charges shall be paid without any set-off, counter-claim or stay of payment until the Merchant has fully or partially recovers all its losses and expenses.

(5) Any person falling within the definition of Merchant in clause (1) whether or not such person is the Shipper shall be liable for the full amount of any such charges and to the full amount of any demurrage shall be permitted as security for payment of any sums due to the Carrier, in particular for payment of all Freight detention and demurrage and/or Container indemnity as referred above and may be kept until the Carrier fully or partially recovers all its losses and expenses.

(6) The Merchant shall be liable for any demurrage loss or expense that may be incurred by the Carrier as a result of the Merchant's failure to return the Containers in a timely fashion while under his control or for which he could be held liable. Unless the Merchant contests the estimate presented by the Carrier within 5 days of its receipts it will be deemed accepted by him. The Carrier is entitled to the full amount of any such charges and to the full amount of any demurrage shall be permitted as security for payment of any sums due to the Carrier, in particular for payment of all Freight detention and demurrage and/or Container indemnity as referred above and may be kept until the Carrier fully or partially recovers all its losses and expenses.

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(8) Any person engaged by the Merchant to perform forwarding services in respect of the Goods shall be deemed to be the Merchant's agent for all purposes and any payment by the Merchant to such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the performance of this contract and the Carrier shall be entitled to recover the deficit from the Merchant.

(9) The Merchant shall be liable for any demurrage loss or expense that may be incurred by the Carrier as a result of the Merchant's failure to return the Containers in a timely fashion while under his control or for which he could be held liable. Unless the Merchant contests the estimate presented by the Carrier within 5 days of its receipts it will be deemed accepted by him. The Carrier is entitled to the full amount of any such charges and to the full amount of any demurrage shall be permitted as security for payment of any sums due to the Carrier, in particular for payment of all Freight detention and demurrage and/or Container indemnity as referred above and may be kept until the Carrier fully or partially recovers all its losses and expenses.

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(11) The Master, the Carrier, its servants or agents shall have a lien on the Goods and any documents relating thereto for all sums, freight, primage, deadfreight, pre-Carriage and/or inland Carriage charges, demurrage, charges, expenses, charges, expenses, charges, expenses, charges, expenses, charges, expenses and all other charges and expenses whatsoever which are for the account of the Goods or of the Merchant payable to the Carrier under this contract and for general average and for the contribution to the general average contribution payable by the Merchant. The Merchant shall have the right to sell the Goods to public auction or private treaty without notice to the Merchant. If on sale of the Goods the proceeds fail to cover the amount due, the cost incurred as well as the interest thereon shall be the responsibility of the Merchant.

(12) The Master and Carrier, its servants or agents shall also have a lien on all the Goods carried under this Bill of Lading, including but not limited to the Goods, and any documents relating thereto, and outstanding on any other Contracts for the Carriage of Goods charged between the Carrier, its servants or agents and the Merchant, at any time where such sums or charges remain unpaid to the Merchant.

(13) If the goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion, the Goods are likely to become deteriorated, decayed or worthless, the Carrier may, at its discretion without notice, responsibly, warehouse, auction, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant. Nothing in this Clause shall prevent the Carrier from recovering from the Mer- chant the difference between the amount due to him by the Merchant and the amount realized from the sale of the rights given to the Carrier under this Clause.

ART 15. OPTIMAL STOWAGE, DECK CARGO AND LIVESTOCK

(1) Goods, whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant unless it is specifically stipulated in writing hereof that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such deck carriage. In the absence of the mention "under deck" of the back hereof, or any similar mention, the goods shall be presumed carried on ship's deck. Stowage and Carriage on deck shall be deemed approved by the Merchant. Goods which are out of gauge and/or are stowed on or in open top containers, flatracks, platforms, and which are stated herein to be carried on deck and livestock whether or not carried on deck, are carried without responsibility on the part of the carrier for loss or damage of whatsoever nature whether caused by unseaworthiness or negligence or any other cause whatsoever and the Hague Rules or the COGSA shall not apply. The Goods loaded on deck are carried at Merchant's expenses, risk and loss. The Master, the Carrier, its agents and servants, will not be responsible for any loss and/or damage incurred during the shipping, transport, loading, unloading and transshipment.

(2) Goods carried on or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules or the COGSA or any compulsorily applicable legislation and shall be carried subject to such Rules or Act, whichever is applicable.

ART 16. MOTORS VEHICLES

16.1 Privately owned vehicles (automobiles, trucks, motorcycles, scooters) shall not be accepted unless insured. The Carrier only receives motor vehicles and does not take on any responsibility regarding the event of their loss or damage.

ART 17. PERISHABLE GOODS, REFRIGERATED VEHICLES AND CONTAINERS

(1) Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for in writing. The Carrier shall be responsible for the temperature of the Goods of this Bill of Lading. The Carrier shall deliver the Goods to the carrier plus or minus 2 degrees Celsius from the stated temperature, and the carrier shall exercise all diligence to maintain such supply at the stated temperature, plus or minus 2 degrees Celsius from the stated temperature. It is the merchant's obligation to seal and/or check that the temperature controls on the container are at the correct setting and to ensure that the carrier is notified of any such setting. The Carrier shall be responsible for the temperature of the Goods and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules or the COGSA or any compulsorily applicable legislation and shall be carried subject to such Rules or Act, whichever is applicable.

(2) The Merchant shall be liable for any demurrage loss or expense that may be incurred by the Carrier as a result of the Merchant's failure to return the Containers in a timely fashion while under his control or for which he could be held liable. Unless the Merchant contests the estimate presented by the Carrier within 5 days of its receipts it will be deemed accepted by him. The Carrier is entitled to the full amount of any such charges and to the full amount of any demurrage shall be permitted as security for payment of any sums due to the Carrier, in particular for payment of all Freight detention and demurrage and/or Container indemnity as referred above and may be kept until the Carrier fully or partially recovers all its losses and expenses.

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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 TELEFONOS Y FAX: 7307300		SEA WAYBILL NO. BL24145075	
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		 <p>Compagnie Maritime Marfret SAS au capital de 5.000.000 € - RCS MARSEILLE 339 834 178 N° SIRET 339 834 178 00016 - N° TVA FR 51 339 834 178 Siège social : 13, quai de la Joliette, 13002 Marseille, France Tél : +33(0)4.91.56.91.00 - www.marfret.com</p> <p>SEA WAYBILL NON NEGOTIABLE</p> <p>Draft Copy</p>	
NOTIFY PARTY (without liability to carrier or his agent for failure to notify) 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			
PRE-CARRIAGE BY	PLACE OF RECEIPT *		
VESSEL AND VOY NO CMA CGM KHAO SOK 2405140N	PORT OF LOADING Païta	AGENTS AT DESTINATION	
PORT OF DISCHARGE Pointe-à-Pitre	PLACE OF DELIVERY *	CONTAINER STATUS	POINT AND COUNTRY OF ORIGIN PERU
MARKS AND NOS. CONTAINER NOS. SEAL NOS.	NUMBER AND KIND OF PACKAGES / DESCRIPTION OF GOODS AS STATED BY SHIPPER, SHIPPER'S STOW, LOAD AND COUNT- SAID TO CONTAIN	GROSS WEIGHT	MEASUREMENT

Total Packages:	2296
Total Containers:	1
Total Weight of Cargo:	25,460.000 kg
Total Tare:	4,420.000 kg
Total Gross Weight:	29,880.000 kg

ABOVE PARTICULARS DECLARED BY SHIPPER/CARRIER NOT RESPONSIBLE
CONTAINERS DEMURRAGES AND DETENTION CHARGES AT DESTINATION AS PER LINE'S TARIFF PAYABLE BY RECEIVERS

IMPORTANT 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, stated by the Shipper to comprise the Goods specified above, for Carriage subject to all the terms hereof, (INCLUDING THE TERMS ON REVERSE HEREOF AND THE TERMS OF THE CARRIER'S APPLICABLE TARIFF) from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable. This Sea Waybill is issued subject to the CMI Uniform Rules for Sea Waybills and is governed by the Terms and Conditions available on the MARFRET website (www.marfret.fr) which the Merchant has read and accepted. The terms of the Carrier's applicable tariff are incorporated herein. For the purpose of this document the word Bill of Lading, wherever and whensoever it appears in the terms of the Carrier's bill of lading, shall be substituted by the word Sea Waybill. In accepting the Bill of Lading the Merchant expressly accepts and agrees to all its terms conditions and exceptions whether printed, stamped or written, or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant. This Sea Waybill is deemed to be a contract of carriage as defined in Article I (b) of the		Hague Rules or Hague Visby Rules although this is not a document of title to the Goods. The Carrier is entitled to deliver the cargo to the Consignee, after payment of any outstanding Freight, on production of proper proof of identity without the need to produce or surrender a copy of this Sea Waybill.	
FREIGHT PAYABLE AT : Pointe-à-Pitre		NUMBER OF ORIGINAL SEA WAYBILL 0	PLACE AND DATE OF ISSUE: Païta 2024-09-18
		SIGNATURE Agunsa Peru as agents for carrier Compagnie Maritime Marfret	
		P/o SHIPPER	

* APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED CONTRACT OF CARRIAGE.

