

SHIPPER
 WESTFALIA FRUIT PERU SAC
 RUC: 20600876491
 AV. ALFREDO BENAVIDES NRO. 768 INT.
 P6. MIRAFLORES - LIMA *

**DRAFT
 BILL OF LADING**

VOYAGE NUMBER
 ODVJQN1MA
 BILL OF LADING NUMBER
 LMM0475786

CONSIGNEE
 WESTFALIA FRUIT UK LTD
 1ST FLOOR 42 KINGS HILL AVENUE
 KINGS HILL WEST MALLING KENT ME19
 4AJ, EMAIL: PACKING.LISTS.UK@
 WESTFALIAFRUIT.COM (**)

EXPORT REFERENCES



NOTIFY PARTY, Carrier not to be responsible for failure to notify
 WESTFALIA FRUIT UK LTD
 1ST FLOOR 42 KINGS HILL AVENUE
 KINGS HILL WEST MALLING KENT ME19
 4AJ, EMAIL: PACKING.LISTS.UK@
 WESTFALIAFRUIT.COM(**)

CARRIER: CMA CGM Société Anonyme au Capital de 234 988 330 Euros
 Head Office: 4, quai d'Arenç - 13002 Marseille - France
 Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95
 562 024 422 R.C.S. Marseille

| | | | |
|------------------|-------------------|--------------------------|------------------------------------|
| PRE CARRIAGE BY* | PLACE OF RECEIPT* | FREIGHT TO BE PAID AT | NUMBER OF ORIGINAL BILLS OF LADING |
| | | LIMA | THREE (3) |
| VESSEL | PORT OF LOADING | PORT OF DISCHARGE | FINAL PLACE OF DELIVERY* |
| CMA CGM BOLDNESS | PAITA, PERU | LONDON GATEWAY PORT, ESS | |

| MARKS AND NOS CONTAINER AND SEALS | NO AND KIND OF PACKAGES | DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN | GROSS WEIGHT CARGO | TARE | MEASUREMENT |
|--|----------------------------|--|-----------------------|------|-------------|
| | | | KGS | KGS | CBM |
| CGMU6930814 SEAL C6979551 SEAL 011LA221714 SEAL AJX406 SEAL CM192646 | 1x40RC | 2400 BOXES 2400 BOXES WITH FRESH AVOCADOS VARIETY HASS (2400 CAJAS CON PALTAS FRESCAS VARIEDAD HASS) P.A. 0804.40.00.00 HS CODE: 080440 THERMOGRAPHS: 7405795 7405800 (*) TEL.: +51 1243 7840 / FAX: +51 1243 7840 CONTACT: GLORIA FIGUEROA FIGUEROA CORREO:GLORIA.FIGUEROA@ WESTFALIAFRUIT.COM (**) | 25720.000 | 4540 | 50.000 |
| | | Continued on Next Sheet | Sheet 1 of 2 | | |
| ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE. | | | | | |

ADDITIONAL CLAUSES

4. Cargo at port is at merchant risk, expenses and responsibility
 5. FCL
 77. THC at destination payable by Merchant as per line/port tariff
 91. Ground rent/storages/power supply/monitoring costs at port of discharge for Merchant s account according to port rates.
 92. Reefer container can only be operated by electrical power. During land transportation the Carrier will not be liable in any respect whatsoever for consequences, due to non refrigeration.
 194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.
 202. Demurrage and detention shall be calculated and paid as per general tariff available on the web site www.cma-cgm.com, or in any of CMA CGM agency. However if special free time conditions are granted, then rates applicable as per general tariff grid shall start from the day following the last free day.
 216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting thereof and be subject to freight surcharge.
 225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading on the deck of any vessel and in taking remittance of this bill of lading the Merchant (including the shipper, the consignee and the holder of the bill of lading, as the case may be) confirms his express acceptance of all the terms and conditions of this bill of lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the goods on the deck of any vessel.
 274. The Merchant is responsible for returning any empty container, with interior clean, free of any dangerous goods placards, labels or markings, at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidated damages equivalent to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention and demurrage and/or container indemnity as referred above.

RECEIVED by the carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated above stated by the shipper to comprise the cargo specified above for transportation subject to all the terms hereof (including the terms on page one) 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. Delivery of the Goods will only be made on payment of all Freight and charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statutes rendering them binding upon the shipper, holder and carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.
 All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Bill of Lading shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office.
 In witness whereof three (3) original Bills of Lading, unless otherwise stated above, have been issued, one of which being accomplished, the others to be void.
(OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)

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| PLACE AND DATE OF ISSUE | LIMA | 21 AUG 2024 | SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Peru S.A.C. as agents for the carrier CMA CGM S. A. |
| SIGNED FOR THE SHIPPER *APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING | | | |



DRAFT BILL OF LADING

| |
|-----------------------|
| VOYAGE NUMBER |
| ODVJQN1MA |
| BILL OF LADING NUMBER |
| LMM0475786 |

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| CMA CGM BOLDNESS | PAITA, PERU | LONDON GATEWAY PORT, ESS | | | |
| MARKS AND NOS CONTAINER AND SEALS | NO AND KIND OF PACKAGES | DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN | GROSS WEIGHT CARGO | TARE | MEASUREMENT |
| | | | KGS | KGS | CBM |

+ 44 (0) 1322 425 555
EORI NUMBER:
GB751807918000
TOTAL PKGS 2400 PK

FREIGHT PREPAID

**Cargo is stowed in a refrigerated container set
at the shipper's requested carrying temperature
of 5.5 degrees Celsius**

**Shipped on Board CMA CGM BOLDNESS 21-AUG-2024 CMA CGM Peru
S.A.C. As agents for the Carrier**

Weight in Kgs Total: 1 CONTAINER(S) Continued From Previous Sheet Sheet 2 of 2 25720.000 4540 50.000
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

- 366. The Merchant warrants that the particulars relating to the Goods have been checked and that such particulars are adequate and correct. In case of failure of the Merchant to comply with such warranty, the Carrier shall be entitled to charge the Merchant at any time an amount of USD 2,000 per Container or Goods (for non-containerized cargo) as processing and administrative fees. This fee shall also be applicable in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier, or the weight declared to the Carrier (for non-containerized cargo), and the weight declared by the Shipper in his shipping instruction or otherwise weighted during the Carriage.
- 369. All local charges generating in Peru are to be paid by the Merchant to the agent and designated empty container depot, who render the services locally. All local charges are duly registered on the website <https://www.cma-cgm.com/local/peru/tariffs-local-charges>
- 372. Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or related to the performance of the Carriage of the Goods with third parties, including but not limited to digital supply chain platforms.
- 374. Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods and the Container(s) listed in this Bill of Lading shall be destined and on-carried to Russian Federation territory or Republic of Belarus after unloading at port of discharge.
- 375. Merchant undertakes and warrants that, in no circumstance whatsoever, the Goods listed in this Bill of Lading shall be stuffed and on-carried from the Russian Federation territory or Republic of Belarus before loading at port of loading.
- 379. Merchant is reminded that pursuant to the Terms and Conditions of this Bill of Lading Carrier may, in its discretion and at any time, proceed by any route. If the voyage is, or is likely to be affected by any risk, the Carrier may, without prior notice to the Merchant and at its sole discretion, carry the Goods by an alternative route to that initially foreseen. The Carrier shall be entitled to charge additional Freight, as the Carrier may determine.
- 380. Merchant acknowledges that the average transit time is increased for Vessels sailing via the Cape of Good Hope and/or to allow transshipment of Containers destined for ports in the Red Sea area. The Merchant warrants that at the time of shipment the Goods are fit for carriage for the full period of Carriage and accepts the risk of damage to the Goods which may be caused by the prolonged transit time.

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