Code Name: "LINEWAYBILL"

Shipper
Exportadora Subsole S.A.
RUT:96615800-K
AV . LUIS PASTEUR 5655 VITACURA, SANTIAGO, CHILE
Aylin Vilches
a.vilches.m@subsole.com +56981724974
CHILE

TRANS GLOBAL SHIPPING N.V
NON - NEGOTIABLE
LINER SEA WAYBILL

Consignee (not for order)
WILLIAM H. KOPKE JR., INC
1000 NORTHERN BOULEVARD, SUITE 200 GREAT NECK, NEW YORK 11021
U.S.A.
+56981724974
PETER KOPKE
PKPK@KOPKEFRUIT.COM +56981724974
ESTADOS UNIDOS DE AMERICA

LWB Nº: TGBS2309WDCA010
BOOKING: TGS22018692
As per contract of carriage of goods by sea in force for this season

Notify party/address
J&K FRESH EAST
399 MARKET STREET, SUITE 220, PHILADELPHIA, PA 19106
Bill Fagan
Docs@JKFreshEast.com 6109945060
ESTADOS UNIDOS DE AMERICA

Notify 2 party/address
WILLIAM H KOPKE JR.INC
1000 NORTHERN BLVD SUITE 200 GREAT NECK, NY 11021
PETER KOPKE
pkpk@kopkefruit.com 516-328-6800
ESTADOS UNIDOS DE AMERICA

Place of receipt by pre-carrier *
CALDERA

USEC-09

Vessel
ITALIA STREAM

Port of loading
Caldera

Port of discharge
Wilmington

Place of delivery by on-carrier *
WILMINGTON

Container No./Seal No./Marks and Numers	Number and kind of packages, description of goods	Gross weight, kg.	Measuremente, m³
1700	CASES ON 20 PALLETS SAID TO CONTAIN	13260 KG	

Marks: SUBSOLE
CXRU153595-4
Seal-Numbers
TGBS021547

1700 CASES WITH FRESH GRAPES ON 20 PALLETS, G.W. 13260 KGS
"Unfumigated"

Type: 40RE
Tw: 4.420,00
Gw: 13260,00
Cnt. Ld.: LCL/LCL

REFRIGERATED CARGO

CLEAN ON BOARD:26-02-2023

Above particulars as declared by Shipper but not acknowledged by the Carrier

Total No. of Containers/Packages or Units received by the Carrier

RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in the box entitled "Carrier's Receipt" for carriage subject to all the terms hereof from the Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF THE GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND THE TERMS AND THE CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER.

Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorised representatives. This Sea Waybill is not a document of title to the Goods and delivery will be made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorisation at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill.

IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.

Shipper's declared value of:
subject to payment of above extra charge. **FOR CONDITIONS OF CARRIAGE SEE OVERLEAF**
Note:
The Merchant's attention is drawn to the fact that in accordance with Clauses 10 to 13 and Clause 24 of this Sea Waybill, the liability of the Carrier is limited in respect of loss or damage to the goods and delay. * Applicable only when document used as a Through Sea Waybill
Continued on Appendix to Bl Nº TGBS2309WDCA010

Place and data of issue

Signed for B&M Agencia Maritima S.A. as Carrier

by CALDERA, Feb 26 ,2023

ON BEHALF OF MASTER

FOLIO NBR SWB:3867

Nº of original Bs L 0()

Freight details, charges, etc.	RATE	PREPAID	COLLECT	EXCHANGE RATE	PAYABLE AT
20 PALLETS 1,24	475.15		9503	F.L.T. USD	UNITED STATES (US)
20 PCS	3.95		79	F.L.T. USD	UNITED STATES (US)
20 * ISPS	1		20	F.L.T. USD	UNITED STATES (US)
20 * BAF	65.43		1308.6	F.L.T. USD	UNITED STATES (US)
20 *THC	30		600	F.L.T. USD	UNITED STATES (US)
1 * GATE OUT	0		0	F.L.T. USD	UNITED STATES (US)
1 * BL FEE	55		55	F.L.T. USD	UNITED STATES (US)
20 * DTHC	18		360	F.L.T. USD	UNITED STATES (US)
	Total	11925.6			

Above particulars as declared by Shipper but not acknowledged by the Carrier

Total No. of Containers/Packages or Units received by the Carrier

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Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorised representatives. This Sea Waybill is not a document of title to the Goods and delivery will be made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorisation at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill.

IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.

Shipper's declared value of:
subject to payment of above extra charge. **FOR CONDITIONS OF CARRIAGE SEE OVERLEAF**
Note:
The Merchant's attention is drawn to the fact that in accordance with Clauses 10 to 13 and Clause 24 of this Sea Waybill, the liability of the Carrier is limited in respect of loss or damage to the goods and delay. * Applicable only when document used as a Through Sea Waybill

Place and data of issue

Signed for B&M Agencia Maritima S.A. as Carrier

by CALDERA, Feb 26 ,2023

ON BEHALF OF MASTER

Continued on Appendix to Bl Nº TGBS2309WDCA010

Nº of original Bs L 0()

FOLIO NBR SWB:3868

TERMS AND CONDITINS OF CARRIAGE

1.Applicable terms and conditions: This Sea Way Bill of Lading has been issued in pursuance of the Service Contract entered into by and between the Shipper and the Carrier for the carriage of the goods exported by the Shipper from the Port of Loading to the Port of Destina- tion, which terms and conditions are hereby incorpora- ted as part of this Sea Way Bill of Lading. Parties to the contract have stated that they regard that agreement as a Contract for the carriage of goods by sea (Contrato de transporte marítimo), and therefore it shall be subject to the provisions of Book Third of the Chilean Code of Commerce, Title V, § 3, and other applicable provisions. 2. Payment of freight and surcharges: Freight and sur- charges contained in this Sea Way Bill of Lading shall be paid by the Shipper, or by the consignee, endorsee or hol- der of the Sea Way Bill of Lading, when the Sea Way Bill of Lading is issued on a "freight collect" basis. Payment shall be made before and as a precondition to the receipt and takeover of the carried goods at their destination. The average Chilean bank interests charged for short term loans shall accrue in case of demurrage in the payment of any sum due to the Carrier under this Sea Way Bill of Lading, by the mere delay, without need of judicial or off court request or communication, nor of any other formality. 3. Lien: The Carrier shall have a lien on the goods and on any documents relating thereto for all sums payable to the Carrier by the Shipper, consignee or other cargo interest under Contract and/or this Sea Way Bill of Lading and/or otherwise howsoever arising in respect of the carriage, and for general average and salvage contributions to whomsoe- ver due. The Carrier may exercise any lien provided in this clause at any time and any place at its sole discretion, whe- ther or not the carriage is completed. Such liens, and any other lien provided by any applicable law, shall extend to the cost of exercising the lien and of recovering the sums due including attorney's fees, shall not be lost by delivery of the goods, and may be enforced by public or private sale in any manner and at any place at the Carrier's discretion, without notice to the Shipper, consignee or cargo interests. 4. Selection of vessel, route, avoidance of perils of the seas and sub-contracting: The Carrier may at any time, (but is not obliged to), and without notice to the Shipper, consignee or cargo interests: (1) use or substitute any vessel and/or other means of carriage or storage whatsoever; (2) transfer and/or forward the goods by any means and from one conveyance to another, including, without limitation, carrying containers on or goods deck, trans-shipping or carrying goods in whole or in part on any vessel or any other means of transport whatsoever whether operated by the Carrier or others and even though trans-shipment or forwarding of the goods may not have been contemplated before; (3) load, unload, unpack, unstuff, re-stuff, inspect, reload or repack the goods and store them at any port(s) or place(s) and transfer them at or between any port(s) or place(s); (4) proceed at any speed via any route, whether or not to usual, customary or advertised ports of call, in or out of the advertised, direct, geographical or ordinary route or order (even if such route or order is named in the Sea Way Bill of Lading); (5) call at any port(s) or place(s) (whether or not named in the Sea Way Bill of Lading) in any order, once or more often; (6) sail with or without pilots, tow and be towed, save or attempt to save life or property, adjust equip- ment or instruments, pick up or land persons, dry-dock, go to wharves or repair yards, shift berths, take fuel or stores or remaining in ports, or exercise a lien or any power of sale hereunder; (7) comply with any order, recommendations or directions of any government(s) or international organiza- tion(s) or authority/authorities or persons or body acting or purporting to act with the authority of such government(s) or international organization(s) or authority/authorities; (8) omit calling at any port(s) or place(s), once or more often. At any time and in any situation whatsoever (whether or not existing at the time when this contract was made or the goods were received for carriage), including but not limi- ted to political disturbances, strikes or work stoppages or closures or blockages of waterways, which in the judgment of the Carrier or master of any vessel is likely to give rise to risk of capture, seizure, detention, damage, delay or di- sadvantage to any vessel, the goods any other things and/ or persons on board, the Carrier or master shall, without prior notice to the Shipper, consignee or cargo interests, in addition to the other rights contained in this Contract and ensuing Sea Way Bill of Lading, have the right to stop or delay the carriage of the goods, awaiting the removal of any such hindrance or obstruction, or to return the goods to the port of loading or store them ashore or afloat upon the terms of this Contract and ensuing Sea Way Bill of Lading and endeavor to forward them as soon as possi- ble, to proceed via any route, or to transfer the goods to any vessel offshore and/or forward them by any means of conveyance to destination or to abandon the carriage of the goods and place them at the disposal of the cargo interests at any place or port, whereupon the responsi- bility of the Carrier in respect of such goods shall cease. The Carrier shall be entitled to subcontract on any terms the whole or any part of the carriage. Anything done in accordance with this clause or any delay arising therefrom shall be deemed to be within the scope of the carriage herein and the performance of the Contract by the Carrier, and shall not be deemed as a deviation. The terms and conditions of Contract and the ensuing Sea Way Bill of Lading shall continuously cover the entire carriage. 5.Custody of the goods and liability for their loss, damage or delay: Carrier shall be responsible for the custody of the goods from their receipt up to their delivery, whether they occur in the ports or in any other place (of receipt or deli- very), and shall be responsible of their loss, damage or delay, in accordance to the applicable provisions of § 3 "Contract for the carriage of goods by sea" of Title V of the Book Third of the Chilean Code of Commerce, including Carrier's right to limit its liability in the event of loss, damage or delay. 6.Shipper shall be bound, warrantor and liable for: (a) the completeness, correctness and truthful description and particulars of the goods conveyed to the Carrier; (b) providing to the Carrier, vessel owner /operators or their agents all certificates, permissions and documents requi- red to accompany the goods and otherwise required in respect of their carriage; (c) the goods will throughout the carriage comply with all regulations or requirements whatsoever of any kind imposed in respect of the goods by any applicable national law or by customs, port or other authorities at any port(s) or place(s) whatsoever, including (without limitation) during transhipment; (d) the goods are lawful goods and do not contain anything illegal (including without limitation drugs, contraband, weapons, stowaways, or anything intended for use in con- nection with terrorist activity) and will not cause any loss damage or expense to the carrier, any vessel, or any other cargo during the carriage, and (e) indemnifying and hol- ding the Carrier harmless against all claims, losses, dama- ge, demurrage, costs and payments of whatsoever nature (including, without limitation, taxes, fines, penalties, sto- rage charges, duties, transhipment expenses or freight in respect of any additional carriage undertaken) and any other consequences whatsoever, arising from breach of any of the above mentioned obligations and liabilities or any other cause whatsoever in connection with the goods or their carriage for which the Carrier is not responsible. 7.Shipper has undertaken: (a) to provide the Carrier with the required written notice of the nature of the goods to be carried and the necessary instructions as to their required care. The Shipper has warranted that any such notice and instructions are accurate, complete and appropriate for the carriage of the goods, and that the Carrier shall be entitled to rely on them when determining how properly to care for the goods; (b) that all the goods to be carried will be presen- ted to the Carrier at the correct condition required for its carriage, and the Carrier may (but is not obliged to do so) at any time before loading refuse to carry any good which it believes do not comply with this requirement. In any event, the Carrier shall have no liability whatsoever for any conse- quences of goods being presented at a different condition to that required for carriage; (c) that any container which has not been packed by or on behalf of the Carrier shall be pre- sented to the Carrier with the stowage, stuffing and lashing properly set, and the Carrier shall not be responsible for any consequences of a failure to comply with this requirement, and (d) not to tender for carriage any goods whose condi- tion is not fit and suitable for the intended carriage and that if such goods are nevertheless carried, any loss or damage caused by such unfitness or unsuitable conditions will be at the Shipper's, consignee or cargo interest's sole risk and without responsibility of the Carrier howsoever arising. 8.General average: General Average shall be settled ac- cording to the York/Antwerp Rules of 1994, this covering all goods carried on or under deck. General Average shall be adjusted at any port or place as selected by the Carrier. As to the matters not provided for by those rules, the laws, rules and usages at the place of adjustment shall be obser- ved. The provisions applicable to General Average shall prevail upon and override those governing the contract for the carriage of goods by sea, specially, those contained in The Hamburg Rules and/or Chilean Code of Commerce. The cost of handling on board, re-stowing, reloading, discharging goods or containers, fuel or stores, whe- ther at port or place of loading, call or refuge, shall be admitted as General Average when the handling or dis- charge was necessary for the common safety or to ena- ble the vessel to be repaired and/or remedied, if the repairs or re-stowage were necessary for the safe pro- secution of the voyage. General average in respect of a vessel not operated by the Carrier shall be adjusted ac- cording to the requirements of the operator of that vessel. Security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the goods in General Average and any salvage or special charges the- reon shall, if required, be submitted to the Carrier prior to delivery of the goods. The Carrier shall be under no obligation to exercise any lien for General Average con- tribution due to the Shipper, consignee or cargo interests. 9.Both-to-blame collisions: If a vessel carrying the goods comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or the management of such vessel, the Shipper, consignee or cargo interests will in- demnify the Carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to, or any claim whatsoever, of the Shipper, consignee or cargo interests, paid or payable by the other or non-carrying ship or her owners to the latter and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of any claim against such vessel, its owners or the Carrier. The foregoing provisions shall also apply where the ow- ners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact. 10.Governing law and jurisdiction: This Sea Way Bill of Lading shall be governed by the Law of the Republic of Chile, with the exception of its Conflicts of Law pro- visions that would make applicable another legislation. Any dispute, controversy or difficulty arising in connection to this Sea Way Bill of Lading, including but not limited to its existence, validity, interpretation, termination, ful- filment, breach, etc. shall be subject to arbitration, before one single arbitrator who shall award it applying the law and this Sea Way Bill of Lading (Árbitro de Derecho). The arbitrator shall be appointed by the parties under common agreement, and failing the parties to reach a name, it shall be appointed by the competent civil court, in which event, the lawyer to be appointed as arbitra- tor not only shall be registered in the Register of Ar- bitrators of the Court of Appeals of Santiago, but also shall be (or have been) a Professor of Maritime / Com- mercial or Civil Law in any School of Law (public or private) of a Chilean University, for 5 years or more. Arbitration shall be conducted in Spanish, in Santiago de Chile and the arbitration award shall be subject to judi- cial review, as if it were a judgment issued by a civil court. For any purpose related with this Sea Way Bill of Lading, parties settle their domicile in Santiago de Chile and sub- mit to the jurisdiction of the civil courts with venue in San- tiago de Chile.