

REGISTRO DE IMPORTACIÓN



1 Documento de aprobación	REG-50108691-20230717N
2 Fecha Licencia / Registro	2023-07-17 12:25:57 PM

Radicado temporal:TMR-I-0149742-20230712

Fecha Aprobación 2023-07-17 **Fecha Vigencia** 2023-09-12

3 Régimen	LIBRE
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4 Importador	NESTLE DE COLOMBIA SA		
Representante legal	ANTONIO NUÑEZ LEMOS	Nit.	8600021309
Correo electrónico	viviana.lopez@co.nestle.com	Teléfono	+573165680316
Dirección	DG 92 17 A 42	Ciudad	BOGOTÁ D.C.

5 Consignatario	NESTLE DE COLOMBIA SA
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6 Empresa o Entidad para la cual se importa (INDUMIL-FNE-Otra)	
Representante legal	Nit.
Correo electrónico	Ciudad

7 Agencia de Aduanas o Apoderado	AGENCIA DE ADUANAS ASESORIAS Y SERVICIOS ADUANEROS DE COLOMBIA S A NIVEL 1		
Representante legal	VICTOR ALFREDO TARRA	Nit.	8904046192
Correo electrónico	registrocartagena@asercol.com	Teléfono	6609418
Dirección	TV 33A #19-21 BARRIO MARTINEZ MARTELO	Ciudad	CARTAGENA DE INDIAS

DATOS DE LA IMPORTACIÓN			
8 Clase de importador	Privada	9 País de origen	ESTADOS UNIDOS
10 Estado de mercancía	Nueva	11 País de compra	ESTADOS UNIDOS

12	Aplica cupo autorizado por MinCIT	No	Cupo(Normatividad vigente)	N/A
13	Aplica cupo autorizado por otra entidad	No		
	Entidad, Cupo(Normatividad vigente)	N/A		
14	Vía	Transporte marítimo	15 Puerto de embarque	Oakland,
16	Aduana	Impuestos y Aduanas de Buenaventura	17 Exportador y ciudad de domicilio	DAIRY FARMERS OF AMERICA, INC. - KANSAS CITY
18	Plan Vallejo	No	19 No. Programa	
21	Reembolsable ?	Si		

22	Valor total FOB US\$	1,029,000.00
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23	Solicitudes especiales
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SUBPARTIDA ARANCELARIA

24	Subpartida No. 1	25	Subpartida arancelaria: 0402211900		
26	Unidad de medida	27	Cantidad total	28	Valor total subpartida US\$
	KILOGRAMO		300000.00000000		1,029,000.00

29 Descripción subpartida: Las demás leches y natas (crema) sin adición de azúcar ni otro edulcorante, en polvo, gránulos o demás formas sólidas, con un contenido de materias grasas superior o igual al 26% en peso, sobre producto seco.

ITEM DE SUBPARTIDA ARANCELARIA

30	Ítem No. 1				
31	Cantidad	32	Precio unitario US\$	33	Valor total FOB de ítem US\$
	300000.00000000		3.43000000		1,029,000.00

34 Descripción de la mercancía:
 NOMBRE TÉCNICO Y COMERCIAL: LECHE EN POLVO ENTERA, NOMBRE DEL FABRICANTE DE LA MATERIA PRIMA: DAIRY FARMERS OF AMERICA, INC, PAÍS DE ORIGEN DE LA MATERIA PRIMA: ESTADOS UNIDOS, USO ESPECÍFICO: MATERIA PRIMA PARA LA ELABORACIÓN DE PRODUCTOS ALIMENTICIOS DE CONSUMO HUMANO, SECTOR INDUSTRIAL AL CUAL VA DIRIGIDO: MATERIA PRIMA PARA LA INDUSTRIA DE ALIMENTOS, NÚMERO DE LOTE: 2127231261. 2127231161. PRESENTACIÓN COMERCIAL/TIPO DE EMPAQUE:BOLSAS DE 25 KG C/U. PRODUCTO: LECHE EN POLVO ENTERA, PROCESOS A QUE HA SIDO SOMETIDO : PASTEURIZACION, EVAPORACION, ASPECTO FÍSICO: POLVO. MARCA: DFA. DOCUMENTO ZOOSANITARIO PARA IMPORTACION: SA-

012374-23 CON FECHA DE EXPEDICION: 14/06/2023 Y FECHA DE VALIDEZ: 12/09/2023.

35 Pais Origen Pais de remanufactura	ESTADOS UNIDOS
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36 Vehículo No	
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37 Acto administrativo: Requisitos, Permisos o Autorizaciones

Entidad	Tipo	Fecha Expedición	Fecha Vigencia	No. Acto Administrativo	Campos Especiales
ICA Zoosanitario	Documento Zoosanitario de Importación (DZI)	2023-06-14	2023-09-12	SA-012374-23	<ul style="list-style-type: none"> • Destino uso: CONSUMO HUMANO • Empaque: BULTOS • Puerto ingreso: Buenaventura - Puerto marítimo • Producto: LECHE EN POLVO ENTERA • Unidad medida: KILOGRAMOS(Kg) / KILOGRAMS(Kg) • Medio transporte: MARÍTIMO • Exportador: Dairy Farmers Of America Inc • Puerto salida: OAKLAND • Pais procedencia: ESTADOS UNIDOS DE AMERICA (EUA)

38 Entidades de Visto Bueno	
Instituto Nacional de Vigilancia de Med, Alim	Aprobado
ICA Zoosanitario	Aprobado

39 Anexos
35_Otro Documento ICAZOO.pdf

54_Ficha técnica expedida por el fabricante.pdf

82_Otros.pdf

Declaro bajo la gravedad del juramento, que los precios, cantidades, unidades, y demás detalles citados en el presente registro, son correctos y la fiel expresión de la verdad. Autorizo al Ministerio de Comercio, Industria y Turismo - República de Colombia, para utilizar la información aquí contenida con fines estadísticos o de consulta. Para todos los efectos el presente documento así como la información en él contenida se encuentran acreditadas con la firma digital aquí fijada, y estarán sujetas a lo dispuesto por la Ley 527 de 1999, su Decreto Reglamentario 1747 de 2000 y demás normas que aclaren o modifiquen estas disposiciones.



Ministerio de
**Comercio, Industria
y Turismo**

VUCE Importaciones

VISTO BUENO



Escanee el código QR y verifique su existencia en la ventallina única de comercio exterior

ICA Zoosanitario

Número solicitud:	TMR-I-0149742-20230712		
Número Visto Bueno:	VIZS-23-09105	Fecha aprobación o negación:	2023-07-13 08:42:07 AM
Concepto de visto bueno:	Aprobado	Fecha vencimiento aaaa-mm-dd:	2023-09-12

DESCRIPCIÓN y/o OBSERVACIONES

CONCEPTO APROBADO CON DOCUMENTO ZOOSANITARIO DE IMPORTACION SA-012374-23 FECHA DE EXPEDICION 14/06/2023 FECHA DE VALIDEZ 12/09/2023



Ministerio de
**Comercio, Industria
y Turismo**

VUCE Importaciones

VISTO BUENO



Escanee el código QR y verifique su existencia en la ventallina única de comercio exterior

Instituto Nacional de Vigilancia de Med, Alim

Número solicitud:	<input type="text" value="TMR-I-0149742-20230712"/>		
Número Visto Bueno:	<input type="text" value="VINVIMA-23-0083034"/>	Fecha aprobación o negación:	<input type="text" value="2023-07-17 11:51:19 AM"/>
Concepto de visto bueno:	<input type="text" value="Aprobado"/>	Fecha vencimiento aaaa-mm-dd:	<input type="text"/>

DESCRIPCIÓN y/o OBSERVACIONES

Ok técnico

Materia prima para uso en la industria de alimentos.

Según lo establecido en el decreto 2478 de 2018 artículo 6 numeral 6.2 "se realizará inspección física a los productos, de acuerdo con el procedimiento establecido por dicho instituto, en el marco del modelo de inspección, vigilancia y control sanitario establecido por este ministerio mediante resolución 1229 de 2013 o la norma que la modifique o sustituya, de dicha actividad se levantará la correspondiente acta."



MINISTERIO DE COMERCIO, INDUSTRIA Y TURISMO

VUCE Importaciones



CONCEPTO DEL REGISTRO

Aprobado: Número Radicación: Fecha Aprobación o Negación (aaaa-mm-dd):

APROBACIÓN

Tipo de aprobación:
Ciudad: Fecha vencimiento aaaa-mm-dd:

OBSERVACIONES



EVIDENCIA DE COBERTURA

**ZURICH COLOMBIA SEGUROS S.A.
NIT 860.002.534-0**

CERTIFICA:

Que NESTLÉ DE COLOMBIA SA., se encuentra asegurado bajo la póliza de Transporte de Mercancías Automática, y cuenta entre otros con los siguientes términos

Tomador /Asegurado: NESTLÉ DE COLOMBIA SA
NIT: 860.002.130-9

Asegurados adicionales: NESTLÉ PURINA PETCARE
COMESTIBLES LA ROSA
DPA

Vigencia de la Póliza: Desde el 1 de Enero de 2023 a las 00:00 Horas
Hasta el 31 de Diciembre de 2023 a las 24:00 Horas

Presupuesto de movilizaciones: USD 465.409.271 Transito internacional

Límite de responsabilidad: USD 2.589.235 por ocurrencia general

Deducible: USD 5.178 por ocurrencia

Tasa del seguro: 0,02451%

NOTA:

Todos los términos, condiciones y exclusiones aplicables a esta cobertura se regirán por lo establecido en las condiciones generales y particulares contenidos en la póliza. Este certificado no modifica ni en todo, ni en parte, las condiciones de la misma.

La presente se firma en Bogotá D.C., el 16 de enero de 2023.

FIRMA AUTORIZADA

Zurich Colombia Seguros S.A. | NIT 860.002.534-0
Calle 116 # 7-15 Of. 1401 | T. +57 1 5188482 / 3190730
Bogotá, Colombia

Exportador Dairy Farmers of America, Inc. 1405 North 98th Street Kansas City, KS 66111 EE.UU. EIN# 43-0905874			No. de conocimiento de embarque Pag. 1			
			No. de factura de exportación y fecha 91818956 14 Jun 2022		Referencia del exportador 1254252	
			Referencia del comprador y fecha de pedido 4571863212		Aduanas	
Destinatario NESTLE DE COLOMBIA S.A. DIAGONAL 92 NO 17A - 42 PISO 11 BOGOTA, DC, 110221 Colombia EIN# NIT: 860.002.130-9			COMPRADOR (si no es Consignatario) NESTLE DE COLOMBIA S.A. DIAGONAL 92 NO 17A - 42 PISO11 BOGOTA, 11,110221 Colombia EIN# NIT: 860.002.130-9			
Transitario / Comerciante			FACTURA COMERCIAL			
			País de destino final COLOMBIA		Código CO	
Buque		No. de viaje	Condiciones / Forma de pago VENCIMIENTO NETO 90 DÍAS_DÍAS CLIENTE. INSTRUCCIONES PARA TRANSFERENCIA BANCARIA: DAIRY FARMERS OF AMERICA BANCO DE AMERICA 100 W, 33RD. ST NEW YORK CITI, NY 10001 US ABA 026009593 ACCT: 3750921973 SWIFT BOFAUS3N			
Puerto de carga		ETD				
Puerto de descarga		ETA				
Destino final			ETA	Póliza de seguro abierto marítimo		Valor asegurado
		No. de contenedores	Descripción de las mercancías (GENERAL)		Carta de crédito No.	
		5	LECHE ENTERA EN POLVO (WMP)		Peso bruto	m3 cúbicos
					100.0615 TM	
No. del producto	Bolsa / caja	Descripción de la mercancía	Cantidad	Precio unitario	Importe	
			MT	USD		
143923	3955 BOLSAS	DFA LECHE ENTERA EN POLVO BOLSA 25KG EXP COLOM ECN: EAR99 NLR EX_HS: 0402210000 COO: US	98.8750	3.430.0000	339.141.25	
		SUBTOTAL CARGOS	98.8750		339.141.25	



AFC
Andrés Felipe Celis Salazar
Traductor e Interprete Oficial
Inglés - Español - Inglés
Certificado de Idoneidad N°. 0413
del 4 de Agosto de 2015
UNIVERSIDAD NACIONAL DE COLOMBIA

		CARGOS TOTALES			0.00
		Total, del envío	98.8750		339.141.25

1254270, 1254252, 1254253, 1254254, 1254255

Estos productos, equipos y tecnología se exportan de conformidad con la normativa sobre administración de exportaciones. Se prohíbe toda desviación contraria a la legislación estadounidense.

Certificamos que la información anterior es verdadera y correcta

Total, de la factura (Incoterms® 2010)

FCA Sparks, NV USD 339.141.25

Lugar y fecha de emisión

Kansas City, KS 14 Jun 2022

Empresa firmante

Dairy Farmers of America, Inc

Nombre del firmante autorizado

RICARDO ROJAS

Signatura para: Dairy Farmers of America, Inc.



ATC

Felipe Celis Salazar
 Traductor e Interprete Oficial
 Idiomas: Español - Inglés
 Número de Idoneidad N°. 0413
 14 de Agosto de 2015
 CIUDAD NACIONAL DE COLOMBIA

NOTARIA 12

DILIGENCIA DE AUTENTICACION

Del Circulo de Bogotá

El suscrito Notario Doce (12) del Circulo de Bogotá, CERTIFICA que la firma que aparece en el presente documento es similar a la registrada en la notaria por:

CELIS SALAZAR ANDRES FELIPE
C.C. 79947693

según confrontación que se ha hecho de ella

www.notariasnlines.com



py73y

Bogotá D.C.
2024-08-29 11:36:27

YEMMY PATRICIA SANCHEZ CASTAÑEDA
NOTARIA 12 (E) DE BOGOTÁ D.C.



Exporter DAIRY FARMERS OF AMERICA, INC. 1405 N 98TH ST KANSAS CITY, KS 66111 UNITED STATES OF AMERICA EIN# 43-0905874				Bill of Lading No Export Invoice No & Date 91818956 14-JUN-2023		Pages 1 of 1 Exporter's Reference 1254252	
Consignee NESTLE DE COLOMBIA S.A. DIAGONAL 92 NO 17A-42 PISO 11 BOGOTA, BOGOTA 110221 COLOMBIA EIN# NIT: 860.002.130-9		BUYER (if not Consignee) NESTLE DE COLOMBIA S.A. DIAGONAL 92 NO 17A - 42 FLOOR 11 BOGOTA, BOGOTA 110221 COLOMBIA EIN# NIT: 860.002.130-9					
Forwarding Agent / Merchant		COMMERCIAL INVOICE					
		Country of Final Destination COLOMBIA		Code CO			
Vessel Voyage No		Terms / Method of Payment DUE NET 90 DAYS_CUSTOMER DAYS BANK WIRE INSTRUCTIONS: DAIRY FARMERS OF AMERICA BANK OF AMERICA 100 W. 33RD ST NEW YORK CITY, NY 10001 US ABA 026009593 ACCT: 3750921973 SWIFT BOFAUS3N					
Port of Loading Port of Discharge Final Destination		ETD ETA ETA					
		Number of Containers 5		Description of Goods (GENERAL) WHOLE MILK POWDER (WMP)		Letter of Credit No Gross Weight 100.0615 MT Cubic m ³	
Product Number	Bag / Case Count	Description of Goods		Quantity	Unit Price	Extended Price	
				MT	USD	USD	
143923	3955 BAG	DFA WHOLE MILK POWDER 25KG BAG EXP COLOM ECN: EAR99 NLR EX_HS: 0402210000 COO: US		98.8750	3,430.0000	339,141.25	
				SUBTOTAL CHARGES CHARGES SUBTOTAL	98.8750 	339,141.25 0.00	
Shipment Total				98.8750	339,141.25		
1254270, 1254252, 1254253, 1254254, 1254255							
These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.				Invoice Total (Incoterms® 2020) FCA SPARKS, NV USD 339,141.25			
				Place and Date of Issue KANSAS CITY, KS 14-JUN-2023			
				Signatory Company DAIRY FARMERS OF AMERICA, INC.			
				Name of Authorized Signatory RICARDO ROJAS			
				Signature for: Dairy Farmers of America, Inc. 			

A ASERCOL S.A.
AGENCIA DE ASESORIA Y SERVICIOS
RECIBO 000
10 JUL 2023
PARA SU USO NO
IMPLICA ACEPTACION
Firma: _____

Exportador Dairy Farmers of America, Inc. 1405 North 98th St Kansas City, KS 66111 EE.UU. EIN# 43-0905874				No de conocimiento de embarque 91818956 14 JUN 2023		Pag. 1	
				No. de factura de exportación y fecha 91818956 14 JUN 2023		Referencia del exportador 1254252	
				Referencia del comprador y fecha de pedido 4571863212 10-MAR-2023			
Destinatario NESTLE DE COLOMBIA S.A. DIAGONAL 92 NO 17A - 42 PISO 11 BOGOTA, DC, 110221 Colombia EIN# NIT: 860.002.130-9				COMPRADOR (si no es Consignatario) NESTLE DE COLOMBIA S.A. DIAGONAL 92 NO 17A - 42 PISO11 BOGOTA, 11,110221 Colombia EIN# NIT: 860.002.130-9			
Buque		No. de viaje		LISTA DE EMBALAJES			
Puerto de carga		ETD					
Puerto de descarga		ETA		Método de envío <input type="checkbox"/> Mar <input type="checkbox"/> Aire <input type="checkbox"/> Ferrocarril <input checked="" type="checkbox"/> Carretera			
Destino final		ETA		No. de contenedores 4		Carta de crédito No	
Número y tipo de paquetes		Número de lote	Descripción	Carga Neta MT	Carga bruta MT		
800	Bolsas	2127231261	No. DE CONTENEDOR: CMAU9480013 No. DE SELLO: 1114393 DFA LECHE ENTERA EN POLVO BOLSA DE 25KG EXP COLOM	20.0000	20.2400		
675	Bolsas	2127231161	No. DE CONTENEDOR: TCLU8688496 No. DE SELLO: 1114346 DFA LECHE ENTERA EN POLVO BOLSA DE 25KG EXP COLOM	16.8750	17.0775		
80	Bolsas	2127231261	DFA LECHE ENTERA EN POLVO BOLSA DE 25KG EXP COLOM	2.0000	2.0240		
800	Bolsas	2127231261	No. DE CONTENEDOR: CMAU4908889 No. DE SELLO: 1114398 DFA LECHE ENTERA EN POLVO BOLSA DE 25KG EXP COLOM	20.0000	20.2400		
800	Bolsas	2127231261	No. DE CONTENEDOR: APHU7032393 No. DE SELLO: 1114301 DFA LECHE ENTERA EN POLVO BOLSA DE 25KG EXP COLOM	20.0000	20.2400		



AFC
Andrés Felipe Celis Salazar
 Traductor e Interprete Oficial
 Inglés - Español - Inglés
 Certificado de Autenticidad N°. 0412
 del 4 de Agosto de 2015
 UNIVERSIDAD NACIONAL DE COLOMBIA

	2127231261	No. DE CONTENEDOR: CMAU5728246 No. DE SELLO: 1114396 DFA LECHE ENTERA EN POLVO BOLSA DE 25KG EXP COLOM	20.0000	20.2400
Paquetes totales 3,955	Total, de este CARGO		98.8750	100.0615

Estos productos, equipos y tecnología se exportan de conformidad con la normativa sobre administración de exportaciones. Prohibida su desviación contraria a la legislación estadounidense.

	Lugar y fecha de emisión Kansas City, KANSAS 14-JUN-22	Nombre del firmante autorizado RICARDO ROJAS
	Empresa firmante Dairy Farmers of America, Inc.	Firma por: Dairy Farmers of America, Inc

ATC

Andrés Felipe Celis Salazar
 Traductor e Interprete Oficial
 Inglés - Español - Inglés
 Certificado de Idoneidad N°. 0413
 del 4 de Agosto de 2015
 UNIVERSIDAD NACIONAL DE COLOMBIA



DILIGENCIA DE AUTENTICACION

Del Circulo de Bogota

El suscrito Notario Doce (12) del Circulo de Bogota, CERTIFICA que la firma que aparece en el presente documento es similar a la registrada en la notaria por :

CELIS SALAZAR ANDRES FELIPE
C.C. 79947693

segun confrontación que se ha hecho de ella



Bogota D.C.
2024-08-29 11:36:32

YEMMY PATRICIA SANCHEZ CASTANEDA
NOTARIA 12 (E) DE BOGOTÁ D.C.



[Handwritten signature in green ink]

Exporter DAIRY FARMERS OF AMERICA, INC. 1405 N 98TH ST KANSAS CITY, KANSAS 66111 UNITED STATES OF AMERICA EIN# 43-0905874				Bill Of Lading No 	Page 1 of 1
		Export Invoice No & Date 91818956 14-JUN-2023		Exporter's Reference 1254252	
		Buyer's Reference & Order Date 4571863212 10-MAR-2023			
Consignee NESTLE DE COLOMBIA S.A. DIAGONAL 92 NO 17A-42 PISO 11 BOGOTA, BOGOTA 110221 COLOMBIA EIN# NIT: 860.002.130-9		BUYER (if not Consignee) NESTLE DE COLOMBIA S.A. DIAGONAL 92 NO 17A - 42 FLOOR 11 BOGOTA, BOGOTA 110221 COLOMBIA EIN# NIT: 860.002.130-9			
Vessel		Voyage No		<h2>PACKING LIST</h2>	
Port of Loading		ETD			
Port of Discharge		ETA			
Final Destination		ETA			
				Method of Dispatch <input type="checkbox"/> Sea <input type="checkbox"/> Air <input type="checkbox"/> Rail <input checked="" type="checkbox"/> Road	
				No of Containers 4 Letter of Credit No	
No & Type of Packages	Batch / Lot No	Description		Cargo Net MT	Cargo Gross MT
800 BAG	2127231261	CONTAINER NO: CMAU9480013 SEAL NO: 1114393 DFA WHOLE MILK POWDER 25KG BAG EXP COLOM		20.0000	20.2400
675 BAG 80 BAG	2127231161 2127231261	CONTAINER NO: TCLU8688496 SEAL NO: 1114346 DFA WHOLE MILK POWDER 25KG BAG EXP COLOM DFA WHOLE MILK POWDER 25KG BAG EXP COLOM		16.8750 2.0000	17.0775 2.0240
800 BAG	2127231261	CONTAINER NO: CMAU4908889 SEAL NO: 1114398 DFA WHOLE MILK POWDER 25KG BAG EXP COLOM		20.0000	20.2400
800 BAG	2127231261	CONTAINER NO: APHU7032393 SEAL NO: 1114301 DFA WHOLE MILK POWDER 25KG BAG EXP COLOM		20.0000	20.2400
800 BAG	2127231261	CONTAINER NO: CMAU5728246 SEAL NO: 1114396 DFA WHOLE MILK POWDER 25KG BAG EXP COLOM		20.0000	20.2400
					
Total Packages 3955		Total of this CARGO		98.8750	100.0615
These commodities, hardware and technology are exported in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.					
Place and Date of Issue KANSAS CITY, KANSAS 14-JUN-2023		Name of Authorised Signatory RICARDO ROJAS			
Signatory Company DAIRY FARMERS OF AMERICA, INC.		Signature for: DAIRY FARMERS OF AMERICA, INC. 			

ASERCOL S.A.
AGENCIA DE ASESORIA EN SEGUROS
RECIBIDO
10 JUL 2023
PARA SU ESTUDIO O NO
EMPLICA ACEPTACION
Firma:

SHIPPER/EXPORTER (2)
 DAIRY FARMERS OF AMERICA
 1405 N 98TH ST
 KANSAS CITY
 UNITED STATES

DOCUMENT NO (5)
NAM6296038 NAM6296038

EXPORT REFERENCES (6)
236417719

CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)
 NESTLE DE COLOMBIA SA
 DIAGONAL 92 17A 42 PISO 11
 NIT 860.002.130-9
 TEL: 57 1 - 5924684
 BOGOTA
 COLOMBIA

FORWARDING AGENT - REFERENCES (7)
CHB:
FMC:

NOTIFY (4)
 NESTLE DE COLOMBIA SA
 DIAGONAL 92 17A 42 PISO 11
 NIT 860.002.130-9
 TEL: 57 1 - 5924684
 BOGOTA
 COLOMBIA

POINT AND COUNTRY OF ORIGIN (8)
 DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)
 X20230616482522

PIER/TERMINAL (10)
 SSA BERTH 58 EAST GATE

COMBINED TRANSPORT*
 PRECARRIAGE FROM (10A)
 SPARKS, NV

VESSEL (11)
MAERSK AVON
OLY1AS1MA

PORT OF LOADING (12)
 OAKLAND, CA

PORT OF DISCHARGE FROM VESSEL (13)
 BUENAVENTURA

FOR TRANSHIPMENT TO (14)

COMBINED TRANSPORT - ONWARD CARRIAGE (15)*

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPERS STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
		5x40HC CONTAINERS: WHOLE MILK POWDER		
CMAU9408889 SN# 1114398	800	PACKAGES	20240.000KGS	40.000CBM
CMAU5728246 SN# 1114396	800	PACKAGES	20240.000KGS	40.000CBM
CMAU9480013 SN# 1114393	800	PACKAGES	20240.000KGS	40.000CBM
TCLU8688496 SN# 1114346	755	PACKAGES	19101.500KGS	40.000CBM
APHU7032393 SN# 1114301	800	PACKAGES	20240.000KGS	40.000CBM
	3955	TOTAL	100061.500KGS	200.000CBM

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

177. Acorde con el decreto 1960 de 1967 y las modificaciones del decreto 2685 de 1999, la naviera declara que este transporte tiene destino final deposito habilitado puerto de descargue. El traslado a un deposito habilitado diferente o a zona franca es por cuenta y reiso de la carga y para llevarse a cabo, el agente o la naviera deben dar el paz y salvo por haber recibido el pago de

SHIPPERS DECLARED VALUE
 SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L

If above commodities, technology, and/or software were exported from the U.S., the Merchant must comply with all applicable U.S. laws and regulations. Diversions contrary to U.S. law are prohibited.

*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

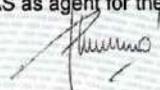
All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Bill of Lading shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. 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 TWO (2)

Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR BL/No.
CMDU
29-JUN-23 **NAM6296038**

Signed for the Carrier CMA CGM SA by
 CMA CGM COLOMBIA SAS as agent for the Carrier



By _____

(Continued on reverse side)

CMA CGM

BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

ORIGINAL

CMA CGM

Sheet 2 of 3

SHIPPER/EXPORTER (2)
DAIRY FARMERS OF AMERICA
1405 N 98TH ST
KANSAS CITY
UNITED STATES

DOCUMENT NO (5)
NAM6296038
EXPORT REFERENCES (6)

CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)
NESTLE DE COLOMBIA SA
DIAGONAL 92 17A 42 PISO 11
NIT 860.002.130-9
TEL: 57 1 - 5924684
BOGOTA
COLOMBIA

FORWARDING AGENT - REFERENCES (7)

CHB:
FMC:

NOTIFY (4)
NESTLE DE COLOMBIA SA
DIAGONAL 92 17A 42 PISO 11
NIT 860.002.130-9
TEL: 57 1 - 5924684
BOGOTA
COLOMBIA

POINT AND COUNTRY OF ORIGIN (8)

DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)
X20230616482522

PIER/TERMINAL (10)
SSA BERTH 58 EAST GATE

COMBINED TRANSPORT*
PRECARRIAGE FROM (10A)
SPARKS, NV

VESSEL (11)
MAERSK AVON
OLY1AS1MA

PORT OF LOADING (12)
OAKLAND, CA

PORT OF DISCHARGE FROM VESSEL (13)
BUENAVENTURA

FOR TRANSHIPMENT TO (14)
COMBINED TRANSPORT - ONWARD CARRIAGE (15)*

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)

fletes y recargos.
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.
358. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion; Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof
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

SHIPPER'S DECLARED VALUE
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L

If above commodities, technology, and/or software were exported from the U.S., the Merchant must comply with all applicable U.S. laws and regulations. Diversions contrary to U.S. law are prohibited.

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RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

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 TWO (2)

Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR
29-JUN-23
Signed for the Carrier CMA CGM SA by
CMA CGM COLOMBIA SAS as agent for the Carrier

BL/No.
CMDU
NAM6296038

By _____

(Continued on reverse side)

BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

ORIGINAL

CMA CGM

Sheet 3 of 3

SHIPPER/EXPORTER (2) DAIRY FARMERS OF AMERICA 1405 N 98TH ST KANSAS CITY UNITED STATES	DOCUMENT NO (5) NAM6296038 NAM6296038 EXPORT REFERENCES (6)
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) NESTLE DE COLOMBIA SA DIAGONAL 92 17A 42 PISO 11 NIT 860.002.130-9 TEL: 57 1 - 5924684 BOGOTA COLOMBIA	FORWARDING AGENT - REFERENCES (7) CHB: FMC:
NOTIFY (4) NESTLE DE COLOMBIA SA DIAGONAL 92 17A 42 PISO 11 NIT 860.002.130-9 TEL: 57 1 - 5924684 BOGOTA COLOMBIA	POINT AND COUNTRY OF ORIGIN (8) DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9) X20230616482522
PIER/TERMINAL (10) SSA BERTH 58 EAST GATE	COMBINED TRANSPORT* PRECARRIAGE FROM (10A) SPARKS, NV
VESSEL (11) MAERSK AVON OLY1AS1MA	PORT OF LOADING (12) OAKLAND, CA
PORT OF DISCHARGE FROM VESSEL (13) BUENAVENTURA	FOR TRANSHIPMENT TO (14) COMBINED TRANSPORT - ONWARD CARRIAGE (15)* -

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
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. 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.				
SHIPPERS DECLARED VALUE SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L				

If above commodities, technology, and/or software were exported from the U.S., the Merchant must comply with all applicable U.S. laws and regulations. Diversions contrary to U.S. law are prohibited.
 *If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

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DAY MONTH YEAR BL/No.
CMDU
29-JUN-23 **NAM6296038**

Signed for the Carrier CMA CGM SA by
 CMA CGM COLOMBIA SAS as agent for the Carrier

[Signature]

By _____
 (Continued on reverse side)

CMA CGM

CMA CGM COLOMBIA SAS

CALLE 93B NO 17 25 OFICINA 501
BOGOTA
COLOMBIA
NIT: 900146342-6



Ref. Booking: NAM6296038 CMA CGM Partner No.: 0000793187 C. Embarque: NAM6296038 Ref. Cotización / US USSC: 20-2919 Su Ref.	Factura Electrónica de Venta: CMA597075 CMA CGM Factura No. COIM0970090 Fecha y hora de emisión 27-JUL-2022 215412 Facturado por VAGRE Email de contacto bgt.invoicingteam@cma-cgm.com
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Pagadero a: CMA CGM COLOMBIA SAS CALLE 93B NO 17 25 OFICINA 501 BOGOTA COLOMBIA NIT: 900146342-6	Factura para: NESTLE DE COLOMBIA SA DG 91 NO. 17A- 42 PISO 11 BOGOTA COLOMBIA NIT: 860002130-9
---------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------

Antes del transporte	Transportista	Fecha de escala	18-JUL-2023	Lugar de recepción	SPARKS, NV
Después del transporte	Transporte	Viaje	0MHF2W1MA	Puerto de carga	OAKLAND, CA
Embarcador	Mercantil	Buque	CMA CGM NEVADA	Puerto de descarga	BUENAVENTURA
Destinatario	DAIRY FARMERS OF AMERICA, INC			Lugar de entrega	
Notificar	NESTLE DE COLOMBIA SA				

Código de la carga	Descripción de la carga	Tipo de contenedor	Cantidad
040221	Leche y nata en estado sólido,	40HC	5
Número(s) de contenedor APHU7032393, CMAU5728246, CMAU9408889, CMAU9480013, TCLU8688496			

No. de Tipo	Descripción Operación	IVA	Unidades	Precio unitario	Total	Importe
1 40HC C	FLETE BÁSICO	C2 (0%)	5 UNI	21.595.00 USD	21.595.00	21.595.00
Número de líneas: 3		Código de producto: 60640000-6				

CONDICIONES DE IVA C2 Auto Liquidation - Artículo 196 Directiva 2006/112/CE IVA adeudado por el cliente si no se aplica ninguna exención - Artículo 283-2 du CGI - TVA adeudado por el arrendatario. Servicios adquiridos por el cliente para su actividad empresarial - Artículo 44 Directiva. 006/112/CE **	Total, Antes De IVA	21.595.00
	IVA	0.00
	Descuento	0.00
	Total, Factura	21.595.00

Actuando en nombre y representación de: CMA - CGM BOULEVARD JACQUES SAADE 13002 MARSEILLE FR VAT No.: FR72562024422 Número de transportista: COCMA1003931	Total, a Pagar: 21.595.00 USD Valor de Referencia en Pesos Colombianos: 90.611.108,35 (COP) Forma de pago: Crédito Fecha de Vencimiento: 26-AGO-2023
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



AFC
Andrés Felipe Celis Salazar
Traductor e Interprete Oficial
Idiomas - Español - Inglés
Idoneidad N°. 0413
del 4 de Agosto de 2015
UNIVERSIDAD NACIONAL DE COLOMBIA

se consideran gravados en el territorio nacional, pero por tratarse de un prestador de servicio sin residencia o domicilio en el país adquirente debe asumir una El pago de esta factura debe ser efectuado por la cantidad total de los cargos, sin ningún tipo de reducción o descuento, antes de la fecha de vencimiento

CUFE:

c526b23c6c9d90743c48ff5763d1a6d9a06e1422915ac8b267ad2df9933a7cc45a2314e8fa260bfc2008efcaf22870a0

Fecha y hora de Generación: 12/07/2023 08:54:03

Código de seguridad del software: 16f17d199bccd5b3b0e0e9c697db793b70e

Factura electrónica generada por Edicom S.A.S. - NIT: 900680995-4 - Software: Ediwin ASP

ATC

Andrés Felipe Celis Salazar
Traductor e Interpreté Oficial
Inglés - Español - Inglés
Certificado de Idoneidad N°. 0413
del 4 de Agosto de 2015
UNIVERSIDAD NACIONAL DE COLOMBIA



CMA CGM COLOMBIA SAS
CALLE 93B NO 17 25 OFICINA 501
BOGOTA
COLOMBIA



CMA CGM Partner No.: 0000793187
C. Embarque: NAM6296038

Factura Electrónica de Venta CMAF597075
CMA CGM Factura No. OIM0970090
Fecha y hora de emisión 12-JUL-2023 215412

CONDICIONES

De conformidad con los Art. 437-2 Numeral 3, 437-1 ParAgrafo 1 y 420 del Estatuto Tributario y la Sentencia 16372 del Consejo de Estado, los cargos identificados con un asterisco (*) en esta factura están gravados de IVA en el territorio nacional. Por tratarse de un prestador de servicios sin residencia o domicilio en el país; el adquirente tiene la responsabilidad del manejo de este impuesto.

),
(
)

- Banco ITAU PANAMA SA, Cuenta Corriente No. 102036791. SWIFT BCTOPAPA.

) De conformidad con los Art. 437-2 Numeral 3, 437-1 ParAgrafo 1 y 420 del Estatuto Tributario y la Sentencia 16372 del Consejo de Estado, los cargos identificados con un asterisco (*)

(1) Instrucciones de Pago

- Banco BBVA, Cuenta de Ahorros No 034098038, Recaudo Nacional 2157.
- Autorretenedores de Renta, según Resolución No 10390 de la DIAN del 28 Dic de 2012.

(

(2) Otros

ATC
Félicé Felipe Celi
Traductor e Interpretador
Español - Inglés
Certificado de Idoneidad
13 de Agosto de 2013
NACIONAL COLOMBIA

Actuando en nombre y representación de:

CMA - CGM
BOULEVARD JACQUES SAADE
13002 MARSEILLE FR
VAT No.: FR72562024422
Número de transportista: COCMA1003931

Total, a Pagar: 21.595.00 USD

**Valor de Referencia en Pesos Colombianos:
90.611.108,35 (COP)**

Forma de pago: Crédito

Fecha de Vencimiento: 26-AGO-2023

se consideran gravados en el territorio nacional, pero por tratarse de un prestador de servicio sin residencia o domicilio en el país adquirente debe asumir una El pago de esta factura debe ser efectuado por la cantidad total de los cargos, sin ningún tipo de reducción o descuento, antes de la fecha de vencimiento

CUFE:

c 526b23c6c9d90743c48ff5763d1a6d9a06e1422915ac8b267ad2df9933a7cc45a2314e8fa260bfc2008efcaf22870a0

Fecha y hora de Generación: 12/07/2023 08:54:03

Código de seguridad del software: 16f17d199bccd5b3b0e0e9c697db793b70e

Factura electrónica generada por Edicom S.A.S. - NIT: 900680995-4 - Software: Ediwin ASP

NOTARIA 12

DILIGENCIA DE AUTENTICACION

Del Círculo de Bogotá

El suscrito Notario Doce (12) del Círculo de Bogotá, CERTIFICA que la firma que aparece en el presente documento es similar a la registrada en la notaría por:

CELIS SALAZAR ANDRES FELIPE
C.C. 79947693

según confrontación que se ha hecho de ella.

www.notariainlines.com



py743

Bogotá D.C.
2024-08-29 11:36:29

YEIMMY PATRICIA SANCHEZ CASTAÑEDA
NOTARIA 12 (E) DE BOGOTÁ D.C.



[Handwritten signature in green ink]

CMA CGM COLOMBIA SAS
CALLE 93B NO 17 25 OFICINA 501
BOGOTA
COLOMBIA
NIT: 900146342-6



Ref. Booking : NAM6296038
CMA CGM Partner N° : 0000793187
C. Embarque : NAM6296038
Ref. Cotización / US USSC : 23-2919
Su Ref. :

**Factura Electrónica de Venta :
CMAF597075**

CMA CGM Factura N° COIM0970090
Fecha y hora de emisión 12-JUL-2023 215412
Facturado por VAGRE
Email de contacto bgt.invoicingteam@cma-cgm.com

Pagadero a: CMA CGM COLOMBIA SAS
CALLE 93B NO 17 25 OFICINA 501
BOGOTA
COLOMBIA
NIT: 900146342-6

Factura para: NESTLE DE COLOMBIA SA
DG 91 NO. 17A - 42 PISO 11 BOGOTA - CUNDINAMARCA
BOGOTA
COLOMBIA
NIT: 860002130-9

Pre-carriage	Carrier	Fecha de escala	18-JUL-2023	Lugar de recepción	SPARKS, NV
Post-carriage	Merchant Haulage	Viaje	0MHF2W1MA	Puerto de carga	OAKLAND, CA
Embarcador	DAIRY FARMERS OF AMERICA	Buque	CMA CGM NEVADA	Puerto de descarga	BUENAVENTURA
Consignatario	NESTLE DE COLOMBIA SA			Lugar de entrega	
Notificar	NESTLE DE COLOMBIA SA				

Código de la carga	Descripción de la carga	Tipo de contenedor	Cantidad
040221	Milk and cream in solid forms,	40HC	5

Número(s) de contenedor
APHU7032393, CMAU5728246, CMAU9408889, CMAU9480013, TCLU8688496

#	Tipo	Descripción Operación	IVA	Unidades	Precio unitario	Total	Importe
1	40HC C	BASIC FREIGHT	C2 (0%)	5 UNI	21.595,00 USD	21.595,00	21.595,00

Numero de líneas: 1 Código de producto: 60640000-6

CONDICIONES DE IVA

C2 Auto Liquidation - Article 196 Directive 2006/112/CE VAT due by the client if no exemption applies - Article 283-2 du CGI - TVA due par le preneur. Services acquired by the client for its business activity - Article 44 Directive 2006/112/CE
**

Total Antes De IVA	21.595,00
IVA	0,00
Descuento	0,00
Total Factura	21.595,00

Actuando en nombre y representación de :

CMA - CGM
BOULEVARD JACQUES SAADE
13235 MARSEILLE FR
VAT No. : FR72562024422

Carrier Number : COCMA1003931

Total a Pagar:

21.595,00 USD

Valor de Referencia en Pesos Colombianos:

90.611.108,35 (COP)

Forma de pago: Crédito

Fecha de Vencimiento : 26-AGO-2023

CUFE:

c526b23c6c9d90743c48ff5763d1a6d9a06e1422915ac8b267ad2df9933a7cc45a2314e8fa260bfc2008efcaf22870a0

Fecha y hora de Generación: 12/07/2023 08:54:03

Software security code: 16f17d199bccd5b3b0e0e9c697db793b70e



CMA CGM COLOMBIA SAS
CALLE 93B NO 17 25 OFICINA 501
BOGOTA
COLOMBIA



CMA CGM Partner N° : 0000793187
C. Embarque : NAM6296038

Factura Electrónica de Venta :
CMAF597075

CMA CGM Factura N° COIM0970090
Fecha y hora de emisión 12-JUL-2023 215412

CONDICIONES

) De conformidad con los Art. 437-2 Numeral 3, 437-1 ParAgrafo 1 y 420 del Estatuto Tributario y la Sentencia 16372 del Consejo de Estado, los cargos identificados con un asterisco (

en esta factura estAn gravados de IVA en el territorio nacional. Por tratarse de un prestador de servicios sin residencia o domicilio en el país; el adquirente tiene la responsabilidad del manejo de este impuesto.

),

(

),

- Banco ITAU PANAMA SA, Cuenta Corriente No. 102036791. SWIFT BCTOPAPA.

) De conformidad con los Art. 437-2 Numeral 3, 437-1 ParAgrafo 1 y 420 del Estatuto Tributario y la Sentencia 16372 del Consejo de Estado, los cargos identificados con un asterisco (

(1) Instrucciones de Pago

- Banco BBVA, Cuenta de Ahorros No 034098038, Recaudo Nacional 2157.

- Autorretenedores de Renta, segun Resolucion No 10390 de la DIAN del 28 Dic de 2012.

(

(2) Otros

Actuando en nombre y representación de :

CMA - CGM
BOULEVARD JACQUES SAADE
13235 MARSEILLE FR
VAT No. : FR72562024422 **Carrier Number : COCMA1003931**

Total a Pagar:

21.595,00 USD

Valor de Referencia en Pesos Colombianos:

90.611.108,35 (COP)

Forma de pago: Crédito

Fecha de Vencimiento : 26-AGO-2023

CUFE:

c526b23c6c9d90743c48ff5763d1a6d9a06e1422915ac8b267ad2df9933a7cc45a2314e8fa260bfc2008efcaf22870a0

Fecha y hora de Generación: 12/07/2023 08:54:03

Software security code: 16f17d199bccd5b3b0e0e9c697db793b70e



CERTIFICADO DE ANALISIS



Dairy Farmers of America

Fecha: JUN 13, 2023

Dirección: Dairy Farmers of America, Inc.
1400 New River Parkway
Fallón NV 89406

Número del producto: 143923

Descripción del producto: DFA, LECHE ENTERA EN POLVO BOLSA
25KG EXP COLOM

Teléfono de la planta: 816-801-6716

No. USDA: 32-04 FDA FEI#: 3010316948

Análisis	Resultados	Especificaciones	Métodos
Número de lote:	2127231161		
Fecha de fabricación (DMY):	26/04/2023		
Fecha de Exp. (DMY):	25/04/2025		
Recuento de placas aeróbicas	0.9	09-1.3%	Calculado
Aflatoxina M1	70	0-1000 cfu/g	ISO 4833:2003
Residuos de antibióticos	<0.01	0,000 - 0,500 ppb	UHPLC-MS/MS (Vigilancia)
Aspecto/Color	No encontrado	No encontrado/Positivo	Encanto
Ceniza	Aceptar	Aceptar/Rechazar	Evaluación sensorial DFA
Bacillus cereus	5.54	0.00 - 6.00 %	AOAC 930.30
Cuerpo/Textura	<10	0 -100 cfu/g	ISO 7932
Estafilococos coagulasa-positivos	Aceptar	Aceptar/Rechazar	Evaluación sensorial DFA
Coliformes	<10	0-10 cfu/g	ISO 6888-1
Escherichia coli	<0.3	0-3 mpn	ISO 4831
Grasa	<0.3	0 - 3 mpn	ISO 7251:2005
Coliformes fecales	27.02	26.00 - 33.00 %	AOAC 932.06
Sabor/Aroma	<0.3	0 - 3 mpn	FDA BAM Ch. 4 / CMMEF 4 ^a Ed.
Índice de insolubilidad	Aceptar	Aceptar/Rechazar	Evaluación sensorial DFA
Ácido láctico	0.100	0,000-1,000 ml	GB 5413.29/ISO 8156
Lactosa	39.3	34.0 - 44.0%	Calculado
Plomo	<0.005	0,00 - 0,02 ppm	AOAC 993.14 (Vigilancia)
Listeria monocytogenes por 25 g	Negativo	Negativo/Positivo	ISO (AFNOR) 16140/11290-1

Resulta Ingresado por: Jeffrey Fulstone
Discos Revisados por: Jeffrey Fulstone

Por la presente certificamos que lo anterior es un registro fiel de los exámenes de nuestro laboratorio de muestras de este producto en los métodos analíticos enumerados. Las pruebas fueron realizadas por laboratorios acreditados. El producto se fabrica a partir de ingredientes lácteos que han sido sometidos a pruebas de detección de residuos veterinarios antibióticos de acuerdo con los requisitos de la Ordenanza de Leche Pasteurizada (PMO).

JEFFREY FULSTONE (RESPONSABLE DE CALIDAD)

Publicado por

Fecha de publicación: 10/05/2023

Arce Felipe Celis Salazar
Traductor e Interprete Oficial
Inglés - Español - Inglés
Certificado de Idoneidad N°. 0413
del 4 de Agosto de 2015
UNIVERSIDAD NACIONAL DE COLOMBIA



CERTIFICADO DE ANALISIS



Dairy Farmers of America

Fecha: JUN 13, 2023

Dirección: Dairy Farmers of America, Inc.
1400 New River Parkway
Fallón NV 89406

Número del producto: 143923

Descripción del producto: DFA, LECHE ENTERA EN POLVO BOLSA
25KG EXP COLOM

Teléfono de la planta: 816-801-6716

No. USDA: 32-04 FDA FEI#: 3010316948

Melamina	<0.04	0,00 - 2,50 ppm	LC-MS/MS (Vigilancia)
Humedad	3.0	0.0 - 4.0 %	AOAC 927.05
Moho	<10	0 - 50 cfu/g	ISO 21527-2:2008
Residuos de pesticidas	<0.01	0,00 - 0,01 mg/kg	AOAC 2007.01 (Vigilancia)
Potasio	0.026	0.000- 1.300%	AOAC 984.27 Modificado
Proteína	25.2	24.5-100.0%	AOAC 991.20
Proteína (base SNF)	35.990	34.000 - 40.000 %	Calculado
Salmonella por 750g (2 x 375g)	Negativo	Negativo/Positivo	ISO (AFNOR) 16140/6579
Partículas quemadas	7.5	0,0-15,0 mg/32.	ADPI
Sodio	<0.4	0.00 - 0.42 %	AOAC 984.27 Modificada
Acidez valorable como ácido láctico	0.120	0.000-0.150%	ISO 6092:1980
Levadura	<10	0 - 50 cfu/g	ISO 21527-2:2008

AFC

Andrés Felipe Celis Salazar
Traductor e Interpretador Oficial
Inglés - Español - Inglés
Certificado de Idoneidad N°. 0413
del 4 de Agosto de 2015
UNIVERSIDAD NACIONAL DE COLOMBIA

Resultado Ingresado por: Jeffrey Fulstone
Discos Revisados por: Jeffrey Fulstone

Por la presente certificamos que lo anterior es un registro fiel de los exámenes de nuestro laboratorio de muestras de este producto en los métodos analíticos enumerados. Las pruebas fueron realizadas por laboratorios acreditados. El producto se fabrica a partir de ingredientes lácteos que han sido sometidos a pruebas de detección de residuos veterinarios antibióticos de acuerdo con los requisitos de la Ordenanza de Leche Pasteurizada (PMO).

JEFFREY FULSTONE (RESPONSABLE DE CALIDAD)

Publicado por

Fecha de publicación: 10/05/2023

CERTIFICADO DE ANALISIS



Dairy Farmers of America

Fecha: JUN 16, 2022

Dirección: Dairy Farmers of America, Inc.
1400 New River Parkway
Fallón NV 89406

Número del producto: 143923

Descripción del producto: DFA, LECHE ENTERA EN POLVO BOLSA
25KG EXP COLOM

Teléfono de la planta: 816-801-6716

No. USDA: 32-04 FDA DEI# 3010316948

Número de lote:	2127222551		
Fecha de fabricación (DMY):	12/09/2022		
Fecha de Exp. (DMY):	11/09/2024		
Análisis	Resultados	Especificaciones	Métodos
Recuento de placas aeróbicas	0.9	0.9-1.3%	Calculado
Aflatoxina M1	80	0-1000 cfu/g	ISO 4833:2003
Residuos de antibióticos	<0.01	0,000 - 0,500 ppb	UHPLC-MS/MS (Vigilancia)
Aspecto/Color	No encontrado	No encontrado/Positivo	Encanto
Ceniza	Aceptar	Aceptar/Rechazar	Evaluación sensorial DFA
Bacillus cereus	5.61	0.00 - 6.00 %	AOAC 930.30
Cuerpo/Textura	<10	0 -100 cfu/g	ISO 7932
Estafilococos coagulasa-positivos	Aceptar	Aceptar/Rechazar	Evaluación sensorial DFA
Coliformes	<10	0-10 cfu/g	ISO 6888-1
Escherichia coli	<0.3	0-3 mpn	ISO 4831
Grasa	<0.3	0 - 3 mpn	ISO 7251:2005
Coliformes fecales	27.28	26.00 - 33.00 %	AOAC 932.06
Sabor/Aroma	<0.3	0-3 mpn	FDA BAM Ch. 4 / CMMEF 4ª Ed.
Índice de insolubilidad	Aceptar	Aceptar/Rechazar	Evaluación sensorial DFA
Ácido láctico	0.100	0,000 -1,000 ml	GB 5413.29 / ISO 8156
Lactosa	39.3	34.0-44.0%	Calculado
Piomo	<0.005	0,00 - 0,02 ppm	AOAC 993.14 (Vigilancia)

Resulta Ingresado por: Jeffrey Fulstone

Discos Revisados por: Jeffrey Fulstone

Por la presente certificamos que lo anterior es un registro fiel de los exámenes de nuestro laboratorio de muestras de este producto en los métodos analíticos enumerados. Las pruebas fueron realizadas por laboratorios acreditados. El producto se fabrica a partir de ingredientes lácteos que han sido sometidos a pruebas de detección de residuos veterinarios antibióticos de acuerdo con los requisitos de la Ordenanza de Leche Pasteurizada (PMO).

JEFFREY FULSTONE (RESPONSABLE DE CALIDAD)

Publicado por

Fecha de publicación: 17/05/2023

Dr. Andrés Felipe Celis Salazar
Traductor e Interpretador Oficial
Inglés - Español - Inglés
Certificado de Idoneidad N°. 0413
del 1 de Agosto de 2015
UNIVERSIDAD NACIONAL DE COLOMBIA

CERTIFICADO DE ANALISIS



Fecha: JUN 16, 2022

Dirección: Dairy Farmers of America, Inc.
1400 New River Parkway
Fallón NV 89406

Teléfono de la planta: 816-801-6716

No. USDA: 32-04 FDA DEI# 3010316948

Número del producto: 143923
Descripción del producto: DFA, LECHE ENTERA EN POLVO BOLSA
25KG EXP COLOM

Listeria monocytogenes por 25 g	Negativo	Negativo/Positivo	ISO (AFNOR) 16140/11290-1
Melamina	<0.04	0,00 - 2,50 ppm	LC-MS/MS (Vigilancia)
Humedad	2.9	0.0 - 4.0 %	AOAC 927.05
Moho	<10	0 - 50 cfu/g	ISO 21527-2:2008
Residuos de pesticidas	<0.01	0,00 - 0,01 mg/kg	AOAC 2007.01 (Vigilancia)
Potasio	0.026	0.000- 1.300%	AOAC 984.27 Modificado
Proteína	24.9	24.5 -100.0 %	AOAC 991.20
Proteína (base SNF)	35.730	34.000 - 40.000 %	Calculado
Salmonella por 750g (2 x 375g)	Negativo	Negativo/Positivo	ISO (AFNOR) 16140/6579
Partículas quemadas	7.5	0,0-15,0 mg/32.	ADPI
Sodio	<0.4	0.00 - 0.42 %	AOAC 984.27 Modificada
Acidez valorable como ácido láctico	0.120	0.000 - 0.150%	ISO 6092:1980
Levadura	<10	0 - 50 cfu/g	ISO 21527-2:2008



AKC

Andrés Felipe Celis Salazar
Evaluador e Interpretador Oficial
Inglés - Español - Inglés
Certificado de Idoneidad N°. 0413
del 4 de Agosto de 2015
UNIVERSIDAD NACIONAL DE COLOMBIA

Resulta Ingresado por: Jeffrey Fulstone
Discos Revisados por: Jeffrey Fulstone

Por la presente certificamos que lo anterior es un registro fiel de los exámenes de nuestro laboratorio de muestras de este producto en los métodos analíticos enumerados. Las pruebas fueron realizadas por laboratorios acreditados. El producto se fabrica a partir de ingredientes lácteos que han sido sometidos a pruebas de detección de residuos veterinarios antibióticos de acuerdo con los requisitos de la Ordenanza de Leche Pasteurizada (PMO).

JEFFREY FULSTONE (RESPONSABLE DE CALIDAD)

Publicado por
Fecha de publicación: 17/05/2023

DILIGENCIA DE AUTENTICACION

NOTARIA 12
Del Circulo de Bogota

El suscrito Notario Doce (12) del Circulo de Bogota, CERTIFICA que la firma que aparece en el presente documento es similar a la registrada en la notaria por:

CELIS SALAZAR ANDRES FELIPE
C.C. 79947693

segun confrontación que se ha hecho de ella



Bogotá D.C.
2024-08-29 11:36:30

YEMMY PATRICIA SANCHEZ CASTAÑEDA
NOTARIA 12 (E) DE BOGOTÁ D.C.



CERTIFICATE OF ANALYSIS



Dairy Farmers of America

Date: June 13, 2023

Address: Dairy Farmers of America, Inc.
1400 New River Parkway
Fallon NV 89406

Plant Phone #: 816-801-6716

USDA #: 32-04

FDA FEI #: 3010316948

Product Number: **143923**

Product Description: **DFA WHOLE MILK POWDER 25KG BAG EXP
COLOM**

Analysis	Results	Specification	Method
Lot Number:	2127231161		
Mfg Date(DMY):	26/04/2023		
Exp Date(DMY):	25/04/2025		
Acidity, Expressed as Lactic Acid	0.9	0.9 - 1.3 %	Calculation
Aerobic Plate Count	70	0 - 1000 cfu/g	ISO 4833:2003
Aflatoxin M1	<0.01	0.000 - 0.500 ppb	UHPLC-MS/MS (Surveillance)
Antibiotic Residues	Not Found	Not Found/Positive	Charm
Appearance/Color	Accept	Accept/Reject	DFA Sensory Evaluation
Ash	5.54	0.00 - 6.00 %	AOAC 930.30
Bacillus cereus	<10	0 - 100 cfu/g	ISO 7932
Body/Texture	Accept	Accept/Reject	DFA Sensory Evaluation
Coagulase-positive Staphylococcus	<10	0 - 10 cfu/g	ISO 6888-1
Coliforms	<0.3	0 - 3 mpn	ISO 4831
Escherichia coli	<0.3	0 - 3 mpn	ISO 7251:2005
Fat	27.02	26.00 - 33.00 %	AOAC 932.06
Fecal Coliform	<0.3	0 - 3 mpn	FDA BAM Ch. 4 / CMMEF 4th Ed.
Flavor/Aroma	Accept	Accept/Reject	DFA Sensory Evaluation
Insolubility Index	0.100	0.000 - 1.000 ml	GB 5413.29 / ISO 8156
Lactose	39.3	34.0 - 44.0 %	Calculation
Lead	<0.005	0.00 - 0.02 ppm	AOAC 993.14 (Surveillance)
Listeria Monocytogenes per 25g	Negative	Negative/Positive	ISO (AFNOR) 16140/11290-1
Melamine	<0.04	0.00 - 2.50 ppm	LC-MS/MS (Surveillance)
Moisture	3.0	0.0 - 4.0 %	AOAC 927.05
Mold	<10	0 - 50 cfu/g	ISO 21527-2:2008
Pesticide Residues	<0.01	0.00 - 0.01 mg/kg	AOAC 2007.01 (Surveillance)
Potassium	0.026	0.000 - 1.300 %	AOAC 984.27 Modified
Protein	25.2	24.5 - 100.0 %	AOAC 991.20
Protein (SNF Basis)	35.990	34.000 - 40.000 %	Calculation
Salmonella	Negative	Negative/Positive	ISO (AFNOR) 16140/6579
Scorched Particles	7.5	0.0 - 15.0 mg/32.	ADPI
Sodium	<0.4	0.00 - 0.42 %	AOAC 984.27 Modified
Titrateable Acidity	0.120	0.000 - 0.150 %	ISO 6092:1980
Yeast	<10	0 - 50 cfu/g	ISO 21527-2:2008



Results Entered by: Jeffrey Fulstone

Records Reviewed by: Jeffrey Fulstone

We hereby certify that the above are a true record of our laboratory's examinations of samples of this product in the analytical methods listed. Tests were performed by accredited laboratories. Product is manufactured from dairy ingredients which have been screened for antibiotic veterinary residues according to the requirements of the Pasteurized Milk Ordinance (PMO).

Released by:

JEFFREY FULSTONE (QA MANAGER)

Date Released: 10/05/2023



CERTIFICATE OF ANALYSIS

Date: June 16, 2023



Dairy Farmers of America

Address: Dairy Farmers of America, Inc.
1400 New River Parkway
Fallon NV 89406

Plant Phone #: 816-801-6716

Product Number: **143923**

USDA #: 32-04

FDA FEI #: 3010316948

Product Description: **DFA WHOLE MILK POWDER 25KG BAG EXP
COLOM**

Analysis	Results	Specification	Method
Lot Number:	2127231261		
Mfg Date(DMY):	06/05/2023		
Exp Date(DMY):	05/05/2025		
Acidity, Expressed as Lactic Acid	0.9	0.9 - 1.3 %	Calculation
Aerobic Plate Count	80	0 - 1000 cfu/g	ISO 4833:2003
Aflatoxin M1	<0.01	0.000 - 0.500 ppb	UHPLC-MS/MS (Surveillance)
Antibiotic Residues	Not Found	Not Found/Positive	Charm
Appearance/Color	Accept	Accept/Reject	DFA Sensory Evaluation
Ash	5.61	0.00 - 6.00 %	AOAC 930.30
Bacillus cereus	<10	0 - 100 cfu/g	ISO 7932
Body/Texture	Accept	Accept/Reject	DFA Sensory Evaluation
Coagulase-positive Staphylococcus	<10	0 - 10 cfu/g	ISO 6888-1
Coliforms	<0.3	0 - 3 mpn	ISO 4831
Escherichia coli	<0.3	0 - 3 mpn	ISO 7251:2005
Fat	27.28	26.00 - 33.00 %	AOAC 932.06
Fecal Coliform	<0.3	0 - 3 mpn	FDA BAM Ch. 4 / CMMEF 4th Ed.
Flavor/Aroma	Accept	Accept/Reject	DFA Sensory Evaluation
Insolubility Index	0.100	0.000 - 1.000 ml	GB 5413.29 / ISO 8156
Lactose	39.3	34.0 - 44.0 %	Calculation
Lead	<0.005	0.00 - 0.02 ppm	AOAC 993.14 (Surveillance)
Listeria Monocytogenes per 25g	Negative	Negative/Positive	ISO (AFNOR) 16140/11290-1
Melamine	<0.04	0.00 - 2.50 ppm	LC-MS/MS (Surveillance)
Moisture	2.9	0.0 - 4.0 %	AOAC 927.05
Mold	<10	0 - 50 cfu/g	ISO 21527-2:2008
Pesticide Residues	<0.01	0.00 - 0.01 mg/kg	AOAC 2007.01 (Surveillance)
Potassium	0.026	0.000 - 1.300 %	AOAC 984.27 Modified
Protein	24.9	24.5 - 100.0 %	AOAC 991.20
Protein (SNF Basis)	35.730	34.000 - 40.000 %	Calculation
Salmonella	Negative	Negative/Positive	ISO (AFNOR) 16140/6579
Scorched Particles	7.5	0.0 - 15.0 mg/32.	ADPI
Sodium	<0.4	0.00 - 0.42 %	AOAC 984.27 Modified
Titrateable Acidity	0.120	0.000 - 0.150 %	ISO 6092:1980
Yeast	<10	0 - 50 cfu/g	ISO 21527-2:2008



Results Entered by: Jeffrey Fulstone

Records Reviewed by: Jeffrey Fulstone

We hereby certify that the above are a true record of our laboratory's examinations of samples of this product in the analytical methods listed. Tests were performed by accredited laboratories. Product is manufactured from dairy ingredients which have been screened for antibiotic veterinary residues according to the requirements of the Pasteurized Milk Ordinance (PMO).

Released by:

JEFFREY FULSTONE (QA MANAGER)

Date Released: 17/06/2023

AASERCOL S.A.
RECIBO
18 JUL 2023
PARA SU USO NO
IMPLICA ACEPTACION
Firma: _____



Certificado Sanitario

Para la exportación de productos lácteos



Numero de certificado: DX801014551-8				
Autoridad competente: Administración de Alimentos y Medicamentos		Autoridad certificadora: Servicio de Comercialización Agrícola		
País de origen: Estados Unidos de América		Código ISO: US		
País de destino: COLOMBIA		Código ISO: CO		
Expedidor: Dairy Farmers of America		Dirección: 1405 North 98th Street Kansas.City, KS 66111 USA		
Consignatario: Nestle De Colombia SA.		Dirección: Diagonal 192 No. 17 A-42 piso 11 NIT: 860.002.130-9 Bogotá D.C. Colombia Contacto Maria Eugenia Castro		
Lugar de carga: Oakland, CA, EE.UU.		Puerto de entrada: Colombia		
Medio de Transporte: <input type="checkbox"/> Aéreo <input checked="" type="checkbox"/> Marítimo <input type="checkbox"/> Ferrocarril <input type="checkbox"/> Carretera MAERSK AVON VOLYOSIMA o Substituto		Condiciones para el Transporte y Almacenamiento <input checked="" type="checkbox"/> Ambiente <input type="checkbox"/> Refrigerado <input type="checkbox"/> Congelado Condiciones limpias y secas para alimentos		
Peso Neto Total: 98.875 MT		Número de Paquetes: 3955		
Número de contenedores TCLU8688496 CMAU4908889 CMAU5728246 CMAU9480013 APHU1032393		Números de Sello: 1114346 1114398 1114396 1114393 1114301		
Descripción del producto: Leche entera en polvo				
Tipo de procesamiento/tratamiento: La leche se pasteuriza a no menos de 72 grados centígrados durante 15 segundos.				
Código de la Mercancía (Código HS): 0402			Tipo de Empaque: Bolsas	
Número de Planta	Números de Lote	Numero de cajas	Peso neto	Fecha de caducidad: Desde-Hasta
32-04 DAIRY FARMERS OF AMERICA, 1400 New River Pkwav, Fallon, NV. 89406	2127231261	3280	82.000 MT A/C Andrés Felipe Celis Salazar Traductor e Interprete Oficial Inglés - Español - Inglés Certificado de Idoneidad N°. 0413 del 4 de Agosto de 2015	05-MAY-2025

32-04 DAIRY FARMERS OF AMERICA, 1400 New River Pkway, Fallon, NV. 89406	1217231161	675	16.875 MT	25-ABR-2025

Número certificado: DX801014551-8

Los certificados / Certificaciones

1. Los Estados Unidos se encuentra libre de Fiebre Aftosa y Peste Bovina
2. El producto fue elaborado en establecimientos inspeccionados y aprobados por la autoridad competente y que son auditados o inspeccionados regularmente para asegurar que el proceso es llevado a cabo en forma apropiada e higiénica, para producir un producto adecuado para el consumo humano.
3. El producto fue elaborado con leche que fue sometida a un tratamiento de pasteurización o para el cual se han tomado las salvaguardias necesarias con el propósito de evitar problemas de salud pública que pueden aparecer por organismos patógenos asociados con la leche. Quesos de leche cruda han sido sometidos a un proceso de envejecimiento de un mínimo de sesenta (60) días a una temperatura igual o superior a 2 grados centígrados.
4. Según la información que tenemos el producto no contiene niveles dañinos de contaminantes.

Certificado oficial

Firma

Nombre: Stecie Lynn Wood

Cargo Oficial:

Fecha: 30-JUN-2023




 Andrés Felipe Celis Salazar
 Traductor e Interprete Oficial
 Inglés - Español - Inglés
 Certificado de Idoneidad N°. 0413
 del 4 de Agosto de 2015
 UNIVERSIDAD NACIONAL DE COLOMBIA

DILIGENCIA DE AUTENTICACION

NOTARIA 12

Del Círculo de Bogotá

El suscrito Notario Doce (12) del Círculo de Bogotá, CERTIFICA que la firma que aparece en el presente documento es similar a la registrada en la notaría por:

CELIS SALAZAR ANDRES FELIPE
C.C. 79947693

según confrontación que se ha hecho de ella

www.notariadonline.com



py74c

Bogotá D.C.

2024-08-29 11:36:32

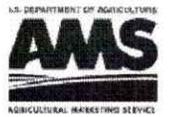
YEMMY PATRICIA SANCHEZ CASTAÑEDA
NOTARIA 12 (E) DE BOGOTÁ D.C.



[Handwritten signature in green ink]



Sanitary Certificate
For the Exportation of Dairy Products



Certificado Sanitario
Para la exportación de productos lácteos

Certificate Number: DX801014551-8 <i>Número de Certificado</i>				
Competent Authority: Food And Drug Administration <i>Autoridad competente</i>		Certifying Authority: Agricultural Marketing Service <i>Autoridad certificadora</i>		
Country of Origin: United States of America <i>Pais de origen</i>		ISO Code: US <i>Código ISO</i>		
Country of Destination: COLOMBIA <i>Pais de destino</i>		ISO Code: CO <i>Código ISO</i>		
Consignor: Dairy Farmers of America <i>Expendedor</i>		Address: 1405 North 98th Street Kansas City, KS 66111 USA <i>Dirección</i>		
Consignee: Nestle De Colombia S.A. <i>Consignatario</i>		Address: Diagonal 92 No. 17 A-42 Piso 11 NIT 860.002.130-9 <i>Dirección</i> Bogotá D.C. Colombia Contacto: Maria Eugenia Castro		
Place of Loading: Oakland, CA, USA <i>Lugar de Carga</i>		Port Of Entry: COLOMBIA <i>Puerto de entrada</i>		
Type of Transport <i>Medio de Transporte</i> <input type="checkbox"/> Airplane / <input type="checkbox"/> Aéreo <input type="checkbox"/> Rail / <input type="checkbox"/> Ferrocarril <input checked="" type="checkbox"/> Ship / <input checked="" type="checkbox"/> Marítimo <input type="checkbox"/> Road / <input type="checkbox"/> Carretera Macrsk Avon V.0LY1AS1MA or Substitute		Conditions for Transport and Storage: <i>Condiciones para el Transporte y Almacenamiento</i> <input checked="" type="checkbox"/> Ambient / <input type="checkbox"/> Chilled / <input type="checkbox"/> Frozen <input type="checkbox"/> Ambiente / <input type="checkbox"/> Refrigerado / <input type="checkbox"/> Congelado Clean, Dry Food Grade Conditions		
Total Net Weight: 98.875 MT <i>Peso Neto Total</i>		Number of Packages: 3955 <i>Número de Paquetes</i>		
Container Number(s) <i>Números de Contenedores</i>		Seal Number(s) <i>Números de Sello</i>		
TCLU8688496 CMAU4908889 CMAU5728246 CMAU9480013 APHU7032393		1114346 1114398 1114396 1114393 1114301		
Product Description: Whole Milk Powder <i>Descripción del producto</i>				
Kind of Processing Treatment: The milk is pasteurized at not less than 72 degrees celsius for 15 seconds <i>Tipo de procesamiento/tratamiento</i>				
Commodity Code (HS Code): 0402 <i>Código de la Mercancía (Código HS)</i>				
Plant Number: <i>Número de Planta</i>		Lot Numbers: <i>Números de Lote</i>		Expiration Date: <i>Fecha de caducidad</i>
32-04 DAIRY FARMERS OF AMERICA, 1400 New River Pkway, Fallon, NV, 89406		2127231261		From-To: Desde-Hasta 05-May-2025
32-04 DAIRY FARMERS OF AMERICA, 1400 New River Pkway, Fallon, NV, 89406		2127231161		25-Apr-2025

Certificate Number: DX801014551-8	
Número certificado:	
Attestations/Certifications	
Los certificados / Certificaciones	
<p>1) The United States of America is free from Foot & Mouth Disease and Rinderpest. Los Estados Unidos se encuentra libre de Fiebre Aftosa y Peste Bovina.</p> <p>2) The product was manufactured in facilities inspected and approved by the competent authority and subjected to regular audits or inspections aimed at ensuring that the processing is properly and hygienically carried out, to produce a product that is fit for human consumption. El producto fue elaborado en establecimientos inspeccionados y aprobados por la autoridad competente y que son auditados o inspeccionados regularmente para asegurar que el proceso es llevado a cabo en forma apropiada e higiénica, para producir un producto adecuado para el consumo humano.</p> <p>3) The product was manufactured from milk that received a pasteurization treatment or adequate safeguards have been taken with the aim of avoiding public health hazards arising from pathogenic organisms associated with milk. Raw milk cheeses have been subjected to an aging process of minimum sixty (60) days at a temperature equal or higher than 2 degrees centigrade. El producto fue elaborado con leche que fue sometida a un tratamiento de pasteurización o para el cual se han tomado las salvaguardias necesarias con el propósito de evitar problemas de salud pública que pueden aparecer por organismos patógenos asociados con la leche. Quesos de leche cruda han sido sometidos a un proceso de envejecimiento de un mínimo de sesenta (60) días a una temperatura igual o superior a 2 grados centígrados.</p> <p>4) To the best of our knowledge, the product contains no harmful levels of contaminants. Según la información que tenemos el producto no contiene niveles dañinos de contaminantes.</p>	
Certifying Official	
Certificación Oficial	
Signature	Official Title
Firma	Cargo Oficial
Name Stacie-Lynn Wood	Date 30-Jun-2023
Nombre	Fecha



ACUERDO DE PROMOCIÓN COMERCIAL COLOMBIA - ESTADOS UNIDOS
CERTIFICADO DE ORIGEN

1. Razón social, dirección, teléfono y correo electrónico del exportador Dairy Farmers of America, inc. 1405 N. 98th SL Cansas City, KS 66111 USA P: 816-801-6713 E: Intemaf.ionafTrade@dfamifk.com				2. Periodo cubierto Desde 01/01/2023 Hatas:31/12/2023	
3. Razón social, dirección, teléfono y correo electrónico del productor VARIOS <div style="text-align: center;">  Andrés Felipe Celis Salazar Traductor e Interprete Oficial Inglés - Español - Inglés Certificado de Idoneidad N°. 0413 del 4 de Agosto de 2015 UNIVERSIDAD NACIONAL DE COLOMBIA </div>				4. Razón social, dirección, teléfono y correo electrónico importador NESTLE DE COLOMBIA S.A, NIT: 860.002,130-9 Diagonal 92 No. 17 A-42 Piso 11 Bogotá - Colombia 11011198	
5. Descripción del (las) mercancías(s)	6. Clasificación Arancelaria /	7. Criterio Preferencial	8. Valor de contenido regional	9. Factura No, Fecha	10. País de Origen
Leche entera en polvo (WMP)	0402.21	(a)	NO	Valido Para Varios	US
Suero dulce en polvo (SWP)	0404.10	(b) i)	NO	Embarques	US
11. Certificación de Origen Declaro bajo la gravedad de juramento que <ul style="list-style-type: none"> - La información contenida en este certificado es verdadera y exacta, y me haga responsable de comprobar lo aquí declarado, estoy consciente que soy responsable por cualquier declaración falsa u omisión hecha o relacionada con el presente certificado - Me comprometo a conservar y presentar, en caso de ser requerido, los documentos necesarios que respalden el contenido del presente certificado, así como a notificar por escrito a todas las personas a quienes se lo entregue, de cualquier cambio que pudiera afectar la exactitud o validez del mismo - Las mercancías son originarias del territorio de las partes y cumplen con los requisitos de origen que les son aplicables conforme al Acuerdo de Promoción Comercial Colombia - Estados Unidos - Las mercancías no han sido objeto de procesamiento ulterior o de cualquier otra operación fuera de los territorios de las Partes, salvo en los casos establecidos en el Artículo 4.13 					



Esta certificación se compone de <u> 2 </u> hojas, incluyendo todos sus anexos	
Firma autorizada	Nombre de la empresa Dairy Farmers of America, Inc.
Nombre Kurtis Walter	Cargo Director de Cumplimiento de Comercio Internacional
Fecha (DD/MM/AA) 01/01/2023	Teléfono y fax 816-801-6713
12. Observaciones	


Andrés Felipe Celis Salazar
 Traductor e Interpretador Oficial
 Inglés - Español - Inglés
 Certificado de Idoneidad N°. 0413
 del 4 de Agosto de 2015
 UNIVERSIDAD NACIONAL DE COLOMBIA



ACUERDO DE PROMOCION COMERCIAL COLOMBIA - ESTADOS UNIDOS
EXPORTACIONES DE ESTADOS UNIDOS DE AMÉRICA A COLOMBIA
INSTRUCCIONES DILIGENCIAMIENTO CERTIFICADO DE ORIGEN

Para solicitar el trato arancelario preferencial en Colombia establecido en el Acuerdo la mercancía debe cumplir con el régimen de origen previsto en él y presentar este certificado diligenciado completamente y de manera legible por el importador, exportador o productor de la mercancía.

Campo 1: Indique del exportador el nombre o Razón social, dirección, ciudad, país, teléfono y correo electrónico.

Campo 2: Si el certificado ampara varios embarques de mercancías) idénticas, tal como se describe en el Campo 5, que son importadas en Colombia dentro de un período específico de tiempo (máximo 12 meses). "Desde" es La fecha a partir de la cual el certificado será aplicable respecto de la(s) mercancías) amparadas por el certificado (puede ser previo a la fecha de la firma de este Certificado). "Hasta" es la fecha en que expira el periodo que cubre el certificado. La importación de una(s) mercancía(s) para el cual se solicitó trato arancelario preferencial con base en este certificado, debe efectuarse entre estas fechas. Si el certificado de origen ampara un solo embarque se deja en blanco.

Campo 3: indique del productor el nombre o Razón Social, dirección, ciudad, país, teléfono y correo electrónico. Si en el certificado se incluye mercancía de más de un productor, indique "VARIOS" y adjunte una lista de todos los productores, incluyendo los datos mencionados de cada uno de ellos, relacionándolos con la(s) mercancía(s) descritas en el Campo 5. Si el productor y el exportador son la misma persona, llene el campo anotando "El mismo exportador".

Campo 4: Indique del importador el nombre o Razón Social, dirección, ciudad, país, teléfono y correo electrónico.

AFC
Andrés Felipe Celis Salazar
Traductor e Interprete Oficial
Inglés - Español - Inglés
Certificado de Idoneidad N°. 0413
del 4 de Agosto de 2015
UNIVERSIDAD NACIONAL DE COLOMBIA



Campo 5: Descripción completa de cada mercancía. La descripción deberá ser lo suficientemente detallada para relacionar la descripción de la mercancía contenida en la factura y el Sistema Armonizado (SA).

Campo 6: Para cada mercancía descrita en el Campo 5, identifique la clasificación arancelaria del Sistema Armonizado (SA) a seis (6) dígitos o en la nomenclatura nacional a 10 dígitos.

Campo 7: Para cada mercancía descrita en el Campo 5, indique el criterio que aplica conforme al Artículo AI del Acuerdo: (a), (b) i), (b) ii), o (c);

(a)	(a) la mercancía es obtenida en su totalidad o producida enteramente en el territorio de una o más partes;
(b) i)	(b) es producida enteramente en el territorio de una o más partes y i) cada uno de los materiales no originarios empleados en la producción de la mercancía sufre el correspondiente cambio en la clasificación arancelaria, especificado en el Anexo 4.1 o en el Anexo 3-A (Reglas Específicas de Origen del Sector Textil y Confecciones), y la mercancía cumple con los demás requisitos aplicables de este Capítulo; o
(b) ii)	(b) es producida enteramente en el territorio de una o más de las partes y ii) la mercancía, de otro modo, satisface cualquier requisito de valor de contenido regional aplicable u otros requisitos especificados en el Anexo 4.a. o en el Anexo 3-A (Reglas Específicas de Origen del Sector Textil y Confecciones), y la mercancía cumple con los demás requisitos aplicables de este Capítulo; o
(c)	(c) la mercancía es producida enteramente en el territorio de una o más partes, a partir exclusivamente de materiales originarios.

Las reglas de origen se encuentran en el Capítulo 3 (Textiles y Confecciones) y Anexo 3-A Reglas específicas de origen del sector textil y del vestido, así como el Capítulo 4 (Reglas de Origen y Procedimientos de Origen) y el Anexo 4.1 Reglas de Origen Específicas del Acuerdo.

ARC
Andrés Felipe Celis Salazar
Traductor e Interpreté Oficial
Inglés - Español - Inglés
Certificado de Idoneidad N°. 0413
del 4 de Agosto de 2015
UNIVERSIDAD NACIONAL DE COLOMBIA



5. Descripción completa de cada mercancía. La descripción deberá ser lo suficientemente detallada para relacionar la descripción de la mercancía contenida en el factur y el Sistema Armonizado (SA).

Campo 6: Para cada mercancía descrita en el Campo 5, identifique la clasificación arancelaria del Sistema Armonizado (SA) a seis (6) dígitos o en la nomenclatura nacional a 10 dígitos.

Campo 7: Para cada mercancía descrita en el Campo 5, indique el código que aplica conforme al Artículo 41 del Acuerdo. (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)

(a)	(i) la mercancía es obtenida en la totalidad o parcialmente en el territorio de uno o más países.
(b) i)	(ii) es producida íntegramente en el territorio de uno o más países y cada uno de los materiales no orgánicos empleados en la producción de la mercancía en el momento del cambio de estado de agregación de la materia están incluidos en el Anexo A 1 o en el Anexo 2A del Organismo de Comercio del Sector Textil y Confeccionerías y la industria textil con los demás requisitos aplicables de este Capítulo.
(b) ii)	(i) la mercancía es producida íntegramente en el territorio de uno o más países y cada uno de los materiales no orgánicos empleados en la producción de la mercancía en el momento del cambio de estado de agregación de la materia están incluidos en el Anexo A 1 o en el Anexo 2A del Organismo de Comercio del Sector Textil y Confeccionerías y la industria textil con los demás requisitos aplicables de este Capítulo.
(c)	(i) la mercancía es producida íntegramente en el territorio de uno o más países y cada uno de los materiales no orgánicos empleados en la producción de la mercancía en el momento del cambio de estado de agregación de la materia están incluidos en el Anexo A 1 o en el Anexo 2A del Organismo de Comercio del Sector Textil y Confeccionerías y la industria textil con los demás requisitos aplicables de este Capítulo.

Las reglas de origen se encuentran en el Capítulo 3 (Textiles y Confeccionerías) y Anexo 2A Reglas específicas de origen del sector textil y del vestido, así como el Anexo 2B Reglas de origen y Procedimientos de Origen y Anexo 4 Reglas de Origen Especiales del Anexo 2A.



Campo 8: Si la mercancía está sujeta a un requisito de Valor de Contenido Regional (VCR) indique el porcentaje que resulta de la aplicación del método de cálculo elegido conforme el artículo 42, seguido de la abreviatura que corresponda entre las siguientes:

- (RV) Método de reducción del valor
- (AV) Método de aumento del valor
- (CN) Método de costo neto

Ejemplo: **49% AV**. lo que significaría que utilizando el método de cálculo de aumento de valor el VCR resulta ser 49%

En caso, que la mercancía no esté sujeta a un requisito de valor de Contenido Regional (VCR) indique: **NO**.

Campo 9: Si el certificado ampara sobre un embarque de mercancías, incluya el número y la fecha de la factura comercial.

Campo 10: Indique "US" para las mercancías originarias de los Estados Unidos de América y exportadas a Colombia.

Campo 11: Este campo debe ser completado, firmado y fechado por el emisor del certificado de origen (importador, exportador o productor). La fecha debe ser aquella en que el Certificado es llenado y firmado.

Campo 12: Este campo sólo deberá ser utilizado cuando exista alguna observación en relación con este certificado, entre otros, cuando la(s) mercancía(s) descrita(s) en el campo 5 haya(n) sido objeto de una resolución anticipada o una resolución sobre clasificación o valor de los materiales. Indique la autoridad emisora, número de referencia y la fecha de emisión.



AFC
Andrés Felipe Celis Salazar
Traductor e Interpreté Oficial
Inglés - Español - Inglés
Certificado de Idoneidad N°. 0413
del 4 de Agosto de 2015
UNIVERSIDAD NACIONAL DE COLOMBIA

NOTARIA 12

DILIGENCIA DE AUTENTICACION

Del Circulo de Bogotá

El suscrito Notario Doce (12) del Circulo de Bogotá, CERTIFICA que la firma que aparece en el presente documento es similar a la registrada en la notaria por :

CELIS SALAZAR ANDRES FELIPE
C.C. 79947693

según confrontación que se ha hecho de ella

www.notariainlinea.com



py748

Bogotá D.C.
2024-08-29 11:36:31

YEIMMY PATRICIA SANCHEZ CASTAÑEDA
NOTARIA 12 (E) DE BOGOTÁ D.C.



[Handwritten signature in green ink]

ACUERDO DE PROMOCIÓN COMERCIAL COLOMBIA – ESTADOS UNIDOS
UNITED STATES – COLOMBIA TRADE PROMOTION AGREEMENT
CERTIFICADO DE ORIGEN / CERTIFICATE OF ORIGIN

1. Razón social, dirección, teléfono y correo electrónico del exportador: Exporter's legal name, address, telephone and e-mail Dairy Farmers of America, Inc. 1405 N. 98th St. Kansas City, KS 66111 USA P: 816-801-6713 E: InternationalTrade@dfamilk.com		2. Período cubierto / Blanket period: Desde (DD/MM/AA) / From (MM/DD/YY): 01/01/2023 Hasta (DD/MM/AA) / To (MM/DD/YY): 31/12/2023			
3. Razón social, dirección, teléfono y correo electrónico del productor: Producer's legal name, address, telephone and e-mail VARIOS		4. Razón social, dirección, teléfono y correo electrónico importador: Importer's legal name address, , telephone and e-mail NESTLE DE COLOMBIA S.A. NIT: 860.002.130-9 Diagonal 92 No. 17 A-42 Piso 11 Bogota - Colombia 11011198			
5. Descripción del (las) mercancías(s) / Description of goods	6. Clasificación Arancelaria / HS Tariff Classification	7. Criterio Preferencial / Preference Criterion	8. Valor Contenido Regional / Regional Value Content	9. Factura No. Fecha / Invoice No. Date	10. País de Origen / Country of Origin
Whole Milk Powder (WMP) Sweet Whey Powder (SWP)	0402.21 0404.10	(a) (b)i	NO NO	Valido Para Varios Embarques	US US
11. Certificación de Origen / Certification of Origin Declaro bajo la gravedad de Juramento que / I certify that: <ul style="list-style-type: none"> - La información contenida en este certificado es verdadera y exacta, y me hago responsable de comprobar lo aquí declarado. Estoy consciente que soy responsable por cualquier declaración falsa u omisión hecha en o relacionada con el presente certificado. / The information on this certificate is true and accurate and I assume the responsibility for providing such representations. I understand that I am liable for any false statements or material omissions made on or in connection with this certificate. - Me comprometo a conservar y presentar, en caso de ser requerido, los documentos necesarios que respalden el contenido del presente certificado, así como a notificar por escrito a todas las personas a quienes se lo entregue, de cualquier cambio que pudiera afectar la exactitud o validez del mismo. / I agree to maintain and present upon request, documentation necessary to support this certificate, and to inform, in writing, all persons to whom the certificate was given of any changes that could affect the accuracy or validity of this certificate. - Las mercancías son originarias del territorio de las partes y cumplen con los requisitos de origen que les son aplicables conforme al Acuerdo de Promoción Comercial Colombia - Estados Unidos. / The goods originated in the territory of the parties, and comply with the origin requirements specified for those goods in the Colombia - United States Trade Promotion Agreement. - Las mercancías no han sido objeto de procesamiento ulterior o de cualquier otra operación fuera de los territorios de las Partes, salvo en los casos establecidos en el Artículo 4.13. / The goods undergoes no further production or other operation outside the territories of the Parties unless specifically exempted in Article 4.13. Esta certificación se compone de <u>2</u> hojas, incluyendo todos sus anexos. / This certificate consist <u>2</u> pages, including attachments.					
Firma autorizada / Authorized signature: 		Nombre de la empresa / Company's name: Dairy Farmers of America, Inc.			
Nombre / Name: Kurtis Walter		Cargo / Title: Director, International Trade Compliance			
Fecha (DD/MM/AA) / Date (MM/DD/YY): 01/01/2023		Teléfono y fax / Telephone and Fax: 816-801-6713			
12. Observaciones / Remarks:					

ACUERDO DE PROMOCION COMERCIAL COLOMBIA - ESTADOS UNIDOS
EXPORTACIONES DE ESTADOS UNIDOS DE AMÉRICA A COLOMBIA
INSTRUCCIONES DILIGENCIAMIENTO CERTIFICADO DE ORIGEN

Para solicitar el trato arancelario preferencial en Colombia establecido en el Acuerdo la mercancía debe cumplir con el régimen de origen previsto en él y presentar este certificado diligenciado completamente y de manera legible por el importador, exportador o productor de la mercancía.

- Campo 1:** Indique del exportador el nombre o Razón Social, dirección, ciudad, país, teléfono y correo electrónico.
- Campo 2:** Si el certificado ampara varios embarques de mercancías(s) idénticas, tal como se describe en el Campo 5, que son importadas en Colombia dentro de un período específico de tiempo (máximo 12 meses). "Desde" es la fecha a partir de la cual el certificado será aplicable respecto de la(s) mercancía(s) amparadas por el certificado (puede ser previo a la fecha de la firma de este Certificado). "Hasta" es la fecha en que expira el período que cubre el certificado. La importación de una(s) mercancía(s) para el cual se solicita trato arancelario preferencial con base en este certificado, debe efectuarse entre estas fechas. Si el certificado de origen ampara un solo embarque se deja en blanco.
- Campo 3:** Indique del productor el nombre o Razón Social, dirección, ciudad, país, teléfono y correo electrónico. Si en el certificado se incluye mercancía de más de un productor, indique "VARIOS" y adjunte una lista de todos los productores, incluyendo los datos mencionados de cada uno de ellos, relacionándolos con la(s) mercancía(s) descritas en el Campo 5. Si el productor y el exportador son la misma persona, llene el campo anotando "El mismo exportador".
- Campo 4:** Indique del importador el nombre o Razón Social, dirección, ciudad, país, teléfono y correo electrónico.
- Campo 5:** Descripción completa de cada mercancía. La descripción deberá ser lo suficientemente detallada para relacionar la descripción de la mercancía contenida en la factura y el Sistema Armonizado (SA).
- Campo 6:** Para cada mercancía descrita en el Campo 5, identifique la clasificación arancelaria del Sistema Armonizado (SA) a seis (6) dígitos o en la nomenclatura nacional a 10 dígitos.
- Campo 7:** Para cada mercancía descrita en el Campo 5, indique el criterio que aplica conforme al Artículo 4.1 del Acuerdo: (a), (b) i), (b) ii), o (c):

(a)	(a) la mercancía es obtenida en su totalidad o producida enteramente en el territorio de una o más de las Partes;
(b) i)	(b) es producida enteramente en el territorio de una o más de las Partes y i) cada uno de los materiales no originarios empleados en la producción de la mercancía sufre el correspondiente cambio en la clasificación arancelaria, especificado en el Anexo 4.1 o en el Anexo 3-A (Reglas Específicas de Origen del Sector Textil y Confecciones), y la mercancía cumple con los demás requisitos aplicables de este Capítulo; o
(b) ii)	(b) es producida enteramente en el territorio de una o más de las Partes y ii) la mercancía, de otro modo, satisface cualquier requisito de valor de contenido regional aplicable u otros requisitos especificados en el Anexo 4.1 o en el Anexo 3-A (Reglas Específicas de Origen del Sector Textil y Confecciones), y la mercancía cumple con los demás requisitos aplicables de este Capítulo; o
(c)	(c) la mercancía es producida enteramente en el territorio de una o más de las Partes, a partir exclusivamente de materiales originarios.

Las reglas de origen se encuentran en el Capítulo 3 (Textiles y Confecciones) y Anexo 3-A Reglas Específicas de origen del Sector Textil y del Vestido, así como el Capítulo 4 (Reglas de Origen y Procedimientos de Origen) y el Anexo 4.1 Reglas de Origen Específicas del Acuerdo.

- Campo 8:** Si la mercancía está sujeta a un requisito de Valor de Contenido Regional (VCR) indique el porcentaje que resulta de la aplicación del método de cálculo elegido conforme el artículo 4.2, seguido de la abreviatura que corresponda entre las siguientes:
- (RV) Método de reducción del valor
 - (AV) Método de aumento del valor
 - (CN) Método de costo neto

Ejemplo: **49% AV**, lo que significaría que utilizando el método de cálculo de aumento de valor el VCR resulta ser 49%

En caso, que la mercancía no esté sujeta a un requisito de Valor de Contenido Regional (VCR) indique: **NO**.

- Campo 9:** Si el certificado ampara solo un embarque de mercancías, incluya el número y la fecha de la factura comercial.
- Campo 10:** Indique "US" para las mercancías originarias de los Estados Unidos de América y exportadas a Colombia.
- Campo 11:** Este campo debe ser completado, firmado y fechado por el emisor del certificado de origen (importador, exportador o productor). La fecha debe ser aquella en que el Certificado es llenado y firmado.
- Campo 12:** Este campo sólo deberá ser utilizado cuando exista alguna observación en relación con este certificado, entre otros, cuando la(s) mercancía(s) descrita(s) en el campo 5 haya(n) sido objeto de una resolución anticipada o una resolución sobre clasificación o valor de los materiales, indique la autoridad emisora, número de referencia y la fecha de emisión.

Julio de 2023

A quien le interese

Dairy Farmers of America, Inc., identificada con el código de identificación fiscal 43-0905874, es una cooperativa de productos lácteos basada en los Estados Unidos. Por medio de la presente certificamos que Dairy Farmers of America, Inc. fabrica y suministra productos lácteos de calidad y entre ellos, leche entera en polvo en bolsas de 25 kg (LECHE ENTERA EN POLVO 25KG BAG EXP). Este producto se fabricó en nuestras instalaciones de Garden City, ubicadas en Kansas en 330 South US Highway 83 Garden City, KS 67846 con el número de planta del USDA 20-2143 o en nuestras instalaciones de Fallon, ubicadas en Nevada en 1400 New River Parkway Fallon, NV 89406 con USDA planta número 32-04.

Por la presente autorizamos 'Nestle de Colombia S.A.', para importar esta leche entera en polvo.

A continuación, relacionamos las fábricas a las cuales despachamos a Nestlé de Colombia:

- Fábrica Bugalagrande
Dirección Calle 2 No. 1-463 Bugalagrande, Valle - Colombia
NIT: 860.002.130-9
Destino del producto: Fabricación de alimentos para consumo humano
Cantidad despachada: 300.000 kg

Válido para la totalidad de 2023

Atentamente,

Dale Mills Jr
Vicepresidente Ejecutivo


Andrés Felipe Celis Salazar
Traductor e Interpreté Oficial
Inglés - Español - Inglés
Certificado de Idoneidad N°. 0413
del 4 de Agosto de 2015
UNIVERSIDAD NACIONAL DE COLOMBIA



NOTARIA 12
DILIGENCIA DE AUTENTICACION
Del Circulo de Bogota

El suscrito Notario Doce (12) del Circulo de Bogota, CERTIFICA que la firma que aparece en el presente documento es similar a la registrada en la notaria por:

CELIS SALAZAR ANDRES FELIPE
C.C. 79947693

según confrontación que se ha hecho de ella



Bogota D.C.
2024-08-29 11:36:33

YEMMY PATRICIA SANCHEZ CASTAÑEDA
NOTARIA 12 (E) DE BOGOTA D.C.



[Handwritten signature in green ink]

July 2023

To whom it may concern
A quien le interese:

Dairy Farmers of America, Inc., identified with Tax ID 43-0905874, is a dairy cooperative based in the USA. We hereby certify that Dairy Farmers of America, Inc, manufactures and supplies quality dairy products and, among them, Whole Milk Powder in 25kg bags (WHOLE MILK POWDER 25KG BAG EXP). This product was manufactured in our Garden City facility, located in Kansas at 330 South US Highway 83 Garden City, KS 67846 with USDA plant number 20-2143 or our Fallon facility, located in Nevada at 1400 New River Parkway Fallon, NV 89406 with USDA plant number 32-04.

We hereby authorize 'Nestle de Colombia S.A.', to import this Whole Milk Powder.

Next, we relate the factories to which we dispatch to Nestlé of Colombia:

- Bugalagrande Factory
Address Calle 2 No. 1-463 Bugalagrande, Valle – Colombia
NIT: 860.002.130-9
Product Destination: Making Food for Human Consumption
Quantity dispatched: 300,000 kg

Dairy Farmers of America, Inc., identificada con el código de identificación fiscal 43-0905874, es una cooperativa de productos lácteos basada en los Estados Unidos. Por medio de la presente certificamos que Dairy Farmers of America, Inc. fabrica y suministra productos lácteos de calidad y entre ellos, leche entera en polvo en bolsas de 25 kg (LECHE ENTERA EN POLVO 25KG BAG EXP). Este producto se fabricó en nuestras instalaciones de Garden City, ubicadas en Kansas en 330 South US Highway 83 Garden City, KS 67846 con el número de planta del USDA 20-2143 o en nuestras instalaciones de Fallon, ubicadas en Nevada en 1400 New River Parkway Fallon, NV 89406 con USDA planta número 32-04.

Por la presente autorizamos 'Nestle de Colombia S.A.', para importar esta leche entera en polvo.

A continuación, relacionamos las fábricas a las cuales despachamos a Nestlé de Colombia:

- Fábrica Bugalagrande
Dirección Calle 2 No. 1-463 Bugalagrande, Valle – Colombia
NIT: 860.002.130-9
Destino del producto: Fabricación de alimentos para consumo humano
Cantidad despachada: 300,000 kg

Valid for entirety of 2023
Válido para la totalidad de 2023

Sincerely,
Atentamente,



Dale Mills Jr
Executive Vice President



CMAU9408889 SN# 1114398	800	BOLSAS	20240.000KGS	40.000CBM
CMAU5728246 SN# 1114396	800	BOLSAS	20240.000KGS	40.000CBM
CMAU9480013 SN# 1114393	800	BOLSAS	20240.000KGS	40.000CBM
TCLU8688496 SN# 1114346	755	BOLSAS	19101.500KGS	40.000CBM
APHU7032393 SN# 1114301	800	BOLSAS	20240.000KGS	40.000CBM
	3955		TOTAL 100061.500KGS	200.000CBM


Andrés Felipe Celis Salazar
 Traductor e Interpreté Oficial
 Inglés - Español - Inglés
 Certificado de Idoneidad N°. 0413
 del 4 de Agosto de 2015
 UNIVERSIDAD NACIONAL DE COLOMBIA

4. La carga en el puerto corre por cuenta, riesgo y responsabilidad del comerciante.

5. FCL

77. THC en destino a pagar por el Comerciante según tarifa de línea/puerto

177. Acorde con el decreto 1960 de 1967 y las modificaciones del decreto 2685 de 1999, la naviera declara que este transporte tiene destino final depósito habilitado puerto de descargue. El traslado a un depósito habilitado diferente o a zona franca es por cuenta y riesgo de la carga y para llevarse a cabo, el agente o la naviera deben dar la paz y salvo por haber recibido el pago de fletes y recargos.

194. A los efectos del presente transporte, la cláusula 14(2) excluirá la aplicación de las reglas de York/Amberes, 2004.

202. Las sobreestadías y detenciones se calcularán y pagarán según la tarifa general disponible en la página web www.cma-cgm.com, o en cualquiera de las agencias de CMA CGM. Sin embargo, si se conceden condiciones especiales de tiempo libre, las tasas aplicables según la tabla de tarifas generales comenzarán a partir del día siguiente al último día libre.

216. La declaración errónea del peso de la carga pone en peligro la seguridad de la tripulación, de los trabajadores portuarios y de los buques. 217. Su carga puede ser pesada en cualquier lugar y momento del transporte y cualquier declaración errónea les expondrá a reclamaciones por todas las pérdidas, gastos o daños resultantes de la misma y estará sujeta a recargo de flete.

225. El expedidor reconoce que el Transportista puede transportar las mercancías identificadas en este conocimiento de embarque en la cubierta de cualquier buque y al tomar remesa de este conocimiento de embarque el Comerciante (incluyendo el expedidor, el consignatario y el titular del conocimiento de embarque, según el caso) confirma su aceptación expresa de todos los términos y condiciones de este conocimiento de embarque y confirma expresamente su consentimiento incondicional e irrevocable al posible transporte de las mercancías sobre la cubierta de cualquier buque.

274. El Comerciante es responsable de devolver cualquier contenedor vacío, con el interior limpio, libre de carteles, etiquetas o marcas de mercancías peligrosas, en el lugar designado, y dentro de los 60 días siguientes a la fecha de



liberación, de lo contrario el contenedor se considerará perdido. El Comerciante será responsable de indemnizar al Transportista por cualquier pérdida o gasto que surja de lo anterior, incluyendo, pero no limitado a daños liquidados equivalentes al valor de mercado - o el valor depreciado debido por el Transportista a un arrendador de contenedores. El Transportista tiene derecho a cobrar un depósito al Comerciante en el momento de la liberación del contenedor, el cual será remitido como garantía para el pago de cualquier suma adeudada al Transportista, en particular para el pago de toda detención y sobreestadia y/o indemnización por contenedor.

358. A raíz de las medidas excepcionales adoptadas por varios gobiernos en relación con el brote del virus COVID-19 y las limitaciones operativas resultantes, se notifica a los Comerciantes que el transporte de la carga puede verse perturbado o retrasado. La carga puede no ser embarcada en el buque previsto y puede ser enviada al puerto de destino en cualquier buque alternativo a discreción del Transportista. Además, en caso de interrupción de las operaciones portuarias, la carga puede ser descargada en un puerto alternativo sin previo aviso y, sujeto a disponibilidad, ser enviada al puerto de destino previsto originalmente.

El transportista se reserva el derecho de cumplir con el conocimiento de embarque en cualquier puerto alternativo. Todos los costes adicionales, incluyendo, pero no limitándose a almacenamiento, demora, taponamiento, supervisión en el puerto de descarga alternativo o costes adicionales de expedición, serán por cuenta del Comerciante y pagaderos antes de la entrega y el transportista no tendrá responsabilidad alguna por cualquier pérdida o daño resultante de los mismos.

366. El Comerciante garantiza que los datos relativos a la Mercancía han sido verificados y que dichos datos son adecuados y correctos. En caso de que el Comerciante no cumpla con dicha garantía, el Transportista tendrá derecho a cobrar al Comerciante en cualquier momento una cantidad de 2.000 USD por Contenedor o Mercancía (para carga no contenerizada) en concepto de gastos de tramitación y administrativos. Este cargo también será aplicable en caso de discrepancia entre la Masa Bruta Verificada (VGM) enviada al Transportista, o el peso declarado al Transportista (para carga no contenerizada), y el peso declarado por el Expedidor en su instrucción de embarque o pesado de otro modo durante el Transporte.

372. El Comerciante consiente que el Transportista comparta la información y los datos contenidos en el Conocimiento de Embarque y/o relacionados con la realización del Transporte de las Mercancías con terceros, incluidas, entre otras, las plataformas digitales de la cadena de suministro

374. El Comerciante se compromete y garantiza que, bajo ninguna circunstancia, las Mercancías y el/los Contenedor/es enumerados en este Conocimiento de Embarque serán destinados y transportados a territorio de la Federación Rusa o de la República de Bielorrusia después de la descarga en el puerto de descarga.

375. El Comerciante se compromete y garantiza que, bajo ninguna circunstancia, las Mercancías enumeradas en este Conocimiento de Embarque serán embutidas y transportadas desde el territorio de la Federación Rusa o la República de Bielorrusia antes de la carga en el puerto de embarque.

VALOR DECLARADO POR EL EXPEDIDOR

SUJETO A FLETE EXTRA SEGÚN TARIFA Y CLÁUSULA 10 DE ESTE B/L

ATC
Andrés Felipe Celis Salazar
Traductor e Interprete Oficial
Inglés - Español - Inglés
Certificado de Idoneidad N°. 0413
del 4 de Agosto de 2015
UNIVERSIDAD NACIONAL DE COLOMBIA

Si las mercancías, la tecnología y/o el software mencionados se exportaran desde EE.UU., el Comerciante deberá cumplir todas las leyes y normativas estadounidenses aplicables. Se prohíben los desvíos contrarios a la legislación de EE.UU.

Si se rellenan las casillas de transporte previo o transporte posterior, el envío se tratará como transporte combinado. El transportista se hace cargo de la totalidad del transporte desde el lugar de recepción de la mercancía hasta el lugar designado para su entrega y asume toda la responsabilidad de dicho transporte según la cláusula 15.

RECIBIDO en buen estado, salvo indicación contraria, el número de bultos enumerados en el Recibo del Transportista, que contienen las mercancías descritas en los Datos Facilitados por el Expedidor (contenido, peso y medidas desconocidos por el Transportista) para ser transportadas al puerto de descarga, o a cualquier otro lugar autorizado o permitido por el presente documento, o tan cerca de él como el buque pueda llegar, descansar y salir, siempre en condiciones de seguridad y sin demora, y allí ser entregadas al consignatario, o al destinatario autorizado, o al transportista, previo pago de todos los gastos debidos.

Todas las reclamaciones y acciones que surjan entre el Transportista y el Comerciante en relación con el contrato de Transporte evidenciado por este Conocimiento de Embarque se presentarán exclusivamente ante el Tribunal de Comercio de Marsella y ningún otro Tribunal tendrá jurisdicción con respecto a cualquier reclamación o acción. Sin perjuicio de lo anterior, el Transportista también tiene derecho a presentar la reclamación o la acción ante el Tribunal del lugar donde el demandado tenga su domicilio social.

EN TESTIMONIO DE LO CUAL DOS

Se han ejecutado Conocimientos de Embarque, todos del mismo tenor, de los cuales UNO, una vez cumplido, quedará anulado.

DIA - MES - AÑO
29-JUN-2023

BL/No. CMDU
NAM6296038

Firmado por el Transportista CMA CGM SA
CMA CGM COLOMBIA SAS como agente del Transportista

By. _____

AFC
Andrés Felipe Celis Salazar
Traductor e Interprete Oficial
Inglés - Español - Inglés
Certificado de Idoneidad N°. 0413
del 4 de Agosto de 2015
UNIVERSIDAD NACIONAL DE COLOMBIA

DILIGENCIA DE AUTENTICACION

Del Círculo de Bogotá

El suscrito Notario Doce (12) del Círculo de Bogotá, CERTIFICA que la firma que aparece en el presente documento es similar a la registrada en la notaria por:

CELIS SALAZAR ANDRES FELIPE
C.C. 79947693

según confrontación que se ha hecho de ella

www.notariaenlinea.com



py73z

Bogotá D.C.
2024-08-29 11:36:28

YEMMY PATRICIA SANCHEZ CASTAÑEDA
NOTARIA 12 (E) DE BOGOTÁ D.C.



[Handwritten signature in green ink]

SHIPPER/EXPORTER (2)
DAIRY FARMERS OF AMERICA
1405 N 98TH ST
KANSAS CITY
UNITED STATES

DOCUMENT NO (5)
NAM6296038

NAM6296038

EXPORT REFERENCES (6)

236417719

CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)

NESTLE DE COLOMBIA SA
DIAGONAL 92 17A 42 PISO 11
NIT 860.002.130-9
TEL: 57 1 - 5924684

BOGOTA

COLOMBIA

NOTIFY (4)
NESTLE DE COLOMBIA SA
DIAGONAL 92 17A 42 PISO 11
NIT 860.002.130-9
TEL: 57 1 - 5924684

BOGOTA

COLOMBIA

FORWARDING AGENT - REFERENCES (7)

CHB:
FMC:

POINT AND COUNTRY OF ORIGIN (8)

DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)

X20230616482522

PIER/TERMINAL (10)

SSA BERTH 58 EAST GATE

COMBINED TRANSPORT*
PRECARRIAGE FROM (10A)
SPARKS, NV

VESSEL (11)

MAERSK AVON
OLY1AS1MA

PORT OF LOADING (12)

OAKLAND, CA

PORT OF DISCHARGE FROM VESSEL (13)

BUENAVENTURA

FOR TRANSHIPMENT TO (14)

COMBINED TRANSPORT - ONWARD CARRIAGE (15)*

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
		5x40HC CONTAINERS: WHOLE MILK POWDER		
CMAU9408889 SN# 1114398	800	PACKAGES	20240.000KGS	40.000CBM
CMAU5728246 SN# 1114396	800	PACKAGES	20240.000KGS	40.000CBM
CMAU9480013 SN# 1114393	800	PACKAGES	20240.000KGS	40.000CBM
TCLU8688496 SN# 1114346	755	PACKAGES	19101.500KGS	40.000CBM
APHU7032393 SN# 1114301	800	PACKAGES	20240.000KGS	40.000CBM
	3955	TOTAL	100061.500KGS	200.000CBM

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

177. Acorde con el decreto 1960 de 1967 y las modificaciones del decreto 2685 de 1999, la naviera declara que este transporte tiene destino final deposito habilitado puerto de descargue. El traslado a un deposito habilitado diferente o a zona franca es por cuenta y reiso de la carga y para llevarse a cabo, el agente o la naviera deben dar el paz y salvo por haber recibido el pago de

SHIPPER'S DECLARED VALUE
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L

If above commodities, technology, and/or software were exported from the U.S., the Merchant must comply with all applicable U.S. laws and regulations. Diversions contrary to U.S. law are prohibited.

*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

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 TWO (2)

Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR

29-JUN-23

BL/No.
CMDU

NAM6296038

Signed for the Carrier CMA CGM SA by
CMA CGM COLOMBIA SAS as agent for the Carrier

By

(Continued on reverse side)

BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

ORIGINAL

CMA CGM

Sheet 2 of 3

SHIPPER/EXPORTER (2)
DAIRY FARMERS OF AMERICA
1405 N 98TH ST
KANSAS CITY
UNITED STATES

DOCUMENT NO (5)
NAM6296038
EXPORT REFERENCES (6)

CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)
NESTLE DE COLOMBIA SA
DIAGONAL 92 17A 42 PISO 11
NIT 860.002.130-9
TEL: 57 1 - 5924684
BOGOTA
COLOMBIA

FORWARDING AGENT - REFERENCES (7)

CHB:
FMC:

NOTIFY (4)
NESTLE DE COLOMBIA SA
DIAGONAL 92 17A 42 PISO 11
NIT 860.002.130-9
TEL: 57 1 - 5924684
BOGOTA
COLOMBIA

POINT AND COUNTRY OF ORIGIN (8)

DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)
X20230616482522

PIER/TERMINAL (10)
SSA BERTH 58 EAST GATE

COMBINED TRANSPORT*
PRECARRIAGE FROM (10A)
SPARKS, NV

VESSEL (11)
MAERSK AVON
OLY1AS1MA

PORT OF LOADING (12)
OAKLAND, CA

PORT OF DISCHARGE FROM VESSEL (13)
BUENAVENTURA

FOR TRANSHIPMENT TO (14)

COMBINED TRANSPORT - ONWARD CARRIAGE (15)*

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)

fletes y recargos.

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.

358. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion; Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof

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

SHIPPER'S DECLARED VALUE
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L

If above commodities, technology, and/or software were exported from the U.S., the Merchant must comply with all applicable U.S. laws and regulations. Diversions contrary to U.S. law are prohibited.

*If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

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 TWO (2)

Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR
29-JUN-23
Signed for the Carrier CMA CGM SA by
CMA CGM COLOMBIA SAS as agent for the Carrier

BL/No.
CMDU
NAM6296038

By _____

(Continued on reverse side)

BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

ORIGINAL

CMA CGM

Sheet 3 of 3

SHIPPER/EXPORTER (2) DAIRY FARMERS OF AMERICA 1405 N 98TH ST KANSAS CITY UNITED STATES	DOCUMENT NO (5) NAM6296038 NAM6296038 EXPORT REFERENCES (6)
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) NESTLE DE COLOMBIA SA DIAGONAL 92 17A 42 PISO 11 NIT 860.002.130-9 TEL: 57 1 - 5924684 BOGOTA COLOMBIA	FORWARDING AGENT - REFERENCES (7) CHB: FMC:
NOTIFY (4) NESTLE DE COLOMBIA SA DIAGONAL 92 17A 42 PISO 11 NIT 860.002.130-9 TEL: 57 1 - 5924684 BOGOTA COLOMBIA	POINT AND COUNTRY OF ORIGIN (8) DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9) X20230616482522
PIER/TERMINAL (10) SSA BERTH 58 EAST GATE	COMBINED TRANSPORT* PRECARRIAGE FROM (10A) SPARKS, NV
VESSEL (11) MAERSK AVON OLY1AS1MA	PORT OF LOADING (12) OAKLAND, CA
PORT OF DISCHARGE FROM VESSEL (13) BUENAVENTURA	FOR TRANSHIPMENT TO (14) COMBINED TRANSPORT - ONWARD CARRIAGE (15)* -

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
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. 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.				
SHIPPERS DECLARED VALUE SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L				

If above commodities, technology, and/or software were exported from the U.S., the Merchant must comply with all applicable U.S. laws and regulations. Diversions contrary to U.S. law are prohibited.
 *If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

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 TWO (2)

Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR BL/No.
CMDU
29-JUN-23 **NAM6296038**

Signed for the Carrier CMA CGM SA by
 CMA CGM COLOMBIA SAS as agent for the Carrier

[Signature]

By _____

(Continued on reverse side)

CMA CGM

1. DEFINITIONS

- "Bill of Lading"** means the present document whether called Bill of Lading, Paperless Bill of Lading or Waybill and whether issued in paper form or electronically means the form or any part of the operations and services undertaken by the Carrier in respect of the Goods.
- "Carriage"** means the Carriage of the Goods by air, sea, inland waterway, road, rail, or any other mode of transport, whether or not the Carriage is performed by the Carrier or by another carrier.
- "Clean"** means the Goods are in conformity with the description on the Bill of Lading and are not subject to any claims or demands.
- "Combined Transport"** means the Carriage of the Goods by one or more modes of transport, including air, sea, inland waterway, road, rail, or any other mode of transport, whether or not the Carriage is performed by the Carrier or by another carrier.
- "Container"** means any equipment used for the carriage of Goods, whether or not the Carriage is performed by the Carrier or by another carrier, and includes any equipment used for the carriage of Goods, whether or not the Carriage is performed by the Carrier or by another carrier, and includes any equipment used for the carriage of Goods, whether or not the Carriage is performed by the Carrier or by another carrier.
- "Freight"** means the amount payable to the Carrier in accordance with Applicable Tariff of this Bill of Lading, including without limitation, storage, demurrage, detention and reefer charges.
- "Hague Rules"** means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 October 1924, as amended, and the Brussels Protocol signed at Brussels on 23 February 1968 and 23rd October 1979, but only if such amendments are compulsorily applicable to the Bill of Lading.
- "Holder"** means any person for the time being in possession of this Bill of Lading by reason of the consignment of the Goods or the endorsement thereon.
- "Indemnity"** includes defense, indemnity and hold harmless.
- "Merchant"** includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Bill of Lading and any other person claiming in or through any of them.
- "On board"** means the Goods are loaded on board any of the first mode of transportation used or procured by the Carrier, including rail, road, water and air transport.
- "Person"** includes an individual, group, company or other entity.
- "Port to Port"** means the Carriage as not Combined Transport.
- "Sub-Contractors"** includes owners and operators of any Vessels (other than the Carrier), stevedores, terminal and crocodile operators, Underlying Carriers, inland waterway and airport operators and independent contractor employed by the Carrier in performance of the Carriage.
- "Underlying Carrier"** includes any water, rail, motor, air or other Carrier for any part of the transportation covered by the Bill of Lading.
- "US COGSA"** means the United States Carriage of Goods by Sea Act, 49 U.S.C. App. § 1904 et seq., as amended 1924 and any subsequent re-enactment thereof.
- "Vessel"** means the intended ship, craft, lighter, barge, feeder or ocean service net on the back hereof and any ship, craft, lighter, barge, feeder or other ocean vessel which is substituted in whole or in part for that vessel.

2. CARRIER'S TARIFF

Where the Carrier has set up applicable tariff (hereinafter the "Applicable Tariff") to the Carrier, the Terms and Conditions of the Carrier's Applicable Tariff are incorporated herein. Parties to this Bill of Lading shall be deemed to have agreed to the Applicable Tariff. Copies of the relevant provisions of the Applicable Tariff are obtainable from the Carrier or its agents upon request or on the Carrier's website www.cma-cgm.com. In the case of inconsistency between the Bill of Lading and the Applicable Tariff, the Bill of Lading shall prevail.

3. BILL OF LADING AND RECEIPTS

The Bill of Lading shall be kept or released to the Merchant at its own risk, expense and responsibility and shall be deemed retained to the Merchant upon being physically or electronically in possession of the Bill of Lading. The Merchant agrees to be bound by all provisions, exceptions, terms and conditions on the face and back hereof, stamped, printed or otherwise on the Bill of Lading, notwithstanding any contrary custom or privilege, and unless otherwise specifically agreed in writing between the Carrier and the Merchant. Merchant agrees that all agreements or Freight engagements for and in connection with the Carriage of the Goods are superseded by the Bill of Lading, including any previous engagements between the Merchant and the Carrier. Its agents, Sub-Contractors, employees, captains and crews shall be deemed to be acting on behalf of the Carrier and the Merchant. The Carrier and the Merchant agree that the Carrier's liability for the Carriage of the Goods shall be determined in accordance with the provisions of the Bill of Lading and any applicable law.

4. WARRANTY

The Merchant warrants that in accepting the Bill of Lading it is, and has the authority of, the Person owning or entitled to the possession of the Goods and this Bill of Lading. The Merchant also warrants that it is not a party to any fraud or other illegal activity in connection with the Carriage of the Goods. The Merchant warrants that it is not a party to any fraud or other illegal activity in connection with the Carriage of the Goods. The Merchant warrants that it is not a party to any fraud or other illegal activity in connection with the Carriage of the Goods.

5. NON VESSEL OPERATING COMMON CARRIER (NVOCC)

If the Merchant is a Non-Vessel Operating Common Carrier (NVOCC), and has issued, or intends to issue, other contracts of Carriage to third parties covering the Goods, or part of the Goods, carried under the Bill of Lading, said NVOCC hereby warrants and guarantees that all contracts of Carriage issued by him in respect of the Goods shall incorporate the Terms and Conditions of the Bill of Lading. Should the said NVOCC fail to incorporate these Terms and Conditions, the NVOCC shall be deemed to be acting on behalf of the Carrier and the Merchant.

6. CARRIER'S RESPONSIBILITY AND CLAUSE PARAMOUNT

(1) Port-to-Port Shipment
When the Goods are loaded on board the vessel of the Goods by the Carrier, or any Underlying Carrier, at the Port of Loading and the time of discharge by the Carrier, or any Underlying Carrier, at the Port of Discharge, the responsibility of the Carrier shall be determined in accordance with the Hague Rules of any national law incorporating or making 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, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods. Where any applicable compulsory law provides to the contrary of the foregoing, the Carrier shall nonetheless have the benefit of every relief, defense, limitation, if any, and liability in the Hague Rules during such additional compulsory period in which responsibility, not otherwise provided for, is imposed on the Carrier or any Underlying Carrier. Notwithstanding anything else in this Bill of Lading to the contrary, on shipments to or from the United States (as defined by US COGSA), the rights and liabilities of the Carrier shall be subject to the provisions of US COGSA, as amended, and any other applicable law.

(2) Combined Transport
With the exception of sub-clause (2)(b) and (c), the liability for rail or road Carriage within a State shall be determined in accordance with the internal law of such State and/or any international Convention which is compulsorily applicable by the laws of such State. In the absence of such compulsory laws or convention the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, however occurring.

(3) Road Carriage
With respect to road Carriage, the Carrier shall be determined in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated 19th May 1956, and during rail Carriage between countries in Europe according to the International Agreement on Railway Transports (CIM), dated 20th February 1961 (or any amendments to this Convention or Agreement).

(4) Other Modes of Transport
In any mode of transport other than those specified in clauses (1) through (3), the liability for loss of or damage to the Goods shall be determined in accordance with the law of the country in which the Carriage is performed, or any applicable law.

(5) Indemnity
In the event Clause (1) is held inapplicable to such Combined Transport from, to, or within the United States, then Carrier's liability will be governed by the law of the country in which the Carriage is performed, or any applicable law. The Carrier's liability will be determined in accordance with the Underlying Carrier's Tariff which shall be incorporated herein. Notwithstanding the foregoing, in the event there is a private contract of Carriage between the Carrier and any Underlying Carrier, such Contract of Carriage will be governed by the Terms and Conditions of said contract which shall be incorporated herein as if it had been made available to the Carrier and the Merchant. The Carrier's liability shall be determined in accordance with the law of the country in which the Carriage is performed, or any applicable law.

(6) Except as provided in Clause (2) (a) to (2) (d) supra, the Hague Rules as per Clause (6) (1) shall apply to Combined Transport outside the United States unless US COGSA is held inapplicable to such Carriage.

(7) In any event, the Carrier shall not be relieved of liability for loss or damage occurring during the Carriage if such loss or damage was caused by any cause except the *Force Majeure* or the Carrier could not have avoided and the consequences of which he could not have reasonably prevented and Carrier's liability shall nevertheless exceed One Euro per kilo of the Goods lost or damaged.

7. Agency

Whenever the Carrier undertakes to accomplish any act, operation or service not initially agreed or mentioned on this Bill of Lading, he shall act as Merchant's agent and shall not be liable for any loss or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods. The Merchant agrees that the Carrier is deemed to act as agent as mentioned above, its liability for loss, damage or delay shall be determined in accordance with this Bill of Lading.

(8) When any claims are paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against any other third party, including Underlying Carriers and Sub-Contractors, on account of such payment.

8. NOTICE OF LOSS AND CLAIM AND TIME LIMIT

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 at the Port of Discharge or Place of Delivery before or at the time of delivery of the Goods or if the loss or damage is not apparent, within three (3) consecutive days after delivery, the Goods shall be deemed to have been delivered in conformity with the Bill of Lading and the Carrier shall not be liable for any loss or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods.

9. BASIS OF COMPENSATION

Without prejudice to any applicable limitation of liability in accordance with the provision set forth in Clause 6 hereof, the basis of compensation shall be limited to the actual value of the Goods at the time of loss or damage, less any contribution to the cost of the Goods, less any contribution to the cost of the Goods, less any contribution to the cost of the Goods, less any contribution to the cost of the Goods.

10. VALUATION

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, with the consent of the Carrier, the value of such Goods is declared by the Shipper prior to the commencement of the Carriage and is stated in writing on the Bill of Lading and such Freight is paid, in which case, the amount of the declared value shall be substituted for the value set down in the Bill of Lading and the Carrier shall be liable 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 8 (1).

11. Delay

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, and however arising, be liable for direct, indirect or consequential loss or damage caused by delay, notwithstanding the foregoing the Carrier is hereby expressly agreed that the Carrier's liability shall be limited to the ocean Freight paid under this Bill of Lading and any additional charges, including demurrage, detention and storage charges.

12. US COGSA LIMITATION TO US CARRIAGE

The Carriage to the United States of America as stipulated in Clause 6 (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 8 (2), the Carrier's limitation of liability of the Goods, shall not exceed USD 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, USD 500.00 per customary Freight unit.

13. GOODS AND DOCUMENTS TO BE DELIVERED

(1) The Carrier may at any time and without notice to the Merchant:
(a) use any means of transport whatsoever;
(b) transfer the Goods from one conveyance to another, including but not limited to transhipping or carrying them on another Vessel than that named on the back hereof;
(c) unpack and remove the Goods which have been packed into a Container and forward them in a Container or otherwise;
(d) be released by any mode of transport, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods.

(2) The Carrier shall be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, in all situations. Anything done in accordance with Clause 8 (1) or any delay arising therefrom shall be deemed to be within the contractual Contract and shall not be a deviation.

(3) Notwithstanding the foregoing, the Carrier shall not be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, if such loss or damage is caused by any cause except the *Force Majeure* or the Carrier could not have avoided and the consequences of which he could not have reasonably prevented and Carrier's liability shall nevertheless exceed One Euro per kilo of the Goods lost or damaged.

14. MATTERS AFFECTING PERFORMANCE

If at any time the Carrier is notified by any hindrance, risk, delay or disadvantage of any kind (other than the liability of the Goods solely for property to be carried or carried further which is provided for in Clause 24 (1)(a) and (b) and/or otherwise arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage), the Carrier (whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods) shall be released from its obligations under this Bill of Lading.

(2) The Carrier shall be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, in all situations. Anything done in accordance with Clause 8 (1) or any delay arising therefrom shall be deemed to be within the contractual Contract and shall not be a deviation.

(3) Notwithstanding the foregoing, the Carrier shall not be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, if such loss or damage is caused by any cause except the *Force Majeure* or the Carrier could not have avoided and the consequences of which he could not have reasonably prevented and Carrier's liability shall nevertheless exceed One Euro per kilo of the Goods lost or damaged.

15. NOTIFICATION AND DELIVERY

(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier's liability or release the Carrier of any obligation.

(2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's Applicable Tariff (see Clause 2) if the Merchant fails to do so, the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and / or to store the Goods ashore, if not. In the event of such storage, the Merchant shall be liable for all charges, including demurrage, detention and storage charges, and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(3) The Merchant shall be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, in all situations. Anything done in accordance with Clause 8 (1) or any delay arising therefrom shall be deemed to be within the contractual Contract and shall not be a deviation.

(4) Notwithstanding the foregoing, the Carrier shall not be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, if such loss or damage is caused by any cause except the *Force Majeure* or the Carrier could not have avoided and the consequences of which he could not have reasonably prevented and Carrier's liability shall nevertheless exceed One Euro per kilo of the Goods lost or damaged.

16. FREIGHT

Freight shall be deemed fully earned upon booking of the Goods for the Carriage and shall be paid and non-refundable in any event. Should the Merchant cancel the booking of the Goods for the Carriage, at any time and for any reason whatsoever, he shall be liable for the payment to the Carrier of its agents, commissions, or agencies, of a cancellation fee equal to the value of the Freight, including all charges, costs and expenses deriving from the cancellation or booking.

(2) The Merchant shall be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, in all situations. Anything done in accordance with Clause 8 (1) or any delay arising therefrom shall be deemed to be within the contractual Contract and shall not be a deviation.

(3) The Merchant shall be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, in all situations. Anything done in accordance with Clause 8 (1) or any delay arising therefrom shall be deemed to be within the contractual Contract and shall not be a deviation.

(4) The Merchant shall be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, in all situations. Anything done in accordance with Clause 8 (1) or any delay arising therefrom shall be deemed to be within the contractual Contract and shall not be a deviation.

(5) The Merchant shall be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, in all situations. Anything done in accordance with Clause 8 (1) or any delay arising therefrom shall be deemed to be within the contractual Contract and shall not be a deviation.

(6) The Merchant shall be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, in all situations. Anything done in accordance with Clause 8 (1) or any delay arising therefrom shall be deemed to be within the contractual Contract and shall not be a deviation.

(7) Any claim created by the Carrier to the Merchant shall be subject to the Carrier's Standard Credit Terms, available upon request or on the website www.cma-cgm.com or by direct communication with the Carrier's agents and other intermediaries without prior consent of the Merchant.

17. LIEN

The Carrier, its servants or agents shall have a lien on the Goods and any documents related thereto and a right to sell the Goods whether privately or by public auction for all Freight (including additional Freight payable under Clause 12), prime, demurrage, pre-Carriage and interest Carriage whatsoever, demurrage, detention and storage charges, including but not limited to the Carriage of the Goods, and all charges, costs and expenses deriving from the Carriage of the Goods, and for the costs and expenses of exercising such lien and of such sale and also of all previously unmet obligations whatsoever due to him by the Merchant. The Carrier, its servants or agents shall also have a lien on the Goods and any documents related thereto for all Freight (including additional Freight payable under Clause 12), prime, demurrage, pre-Carriage and interest Carriage whatsoever, demurrage, detention and storage charges, including but not limited to the Carriage of the Goods, and all charges, costs and expenses deriving from the Carriage of the Goods, and for the costs and expenses of exercising such lien and of such sale and also of all previously unmet obligations whatsoever due to him by the Merchant. The Carrier, its servants or agents shall also have a lien on the Goods and any documents related thereto for all Freight (including additional Freight payable under Clause 12), prime, demurrage, pre-Carriage and interest Carriage whatsoever, demurrage, detention and storage charges, including but not limited to the Carriage of the Goods, and all charges, costs and expenses deriving from the Carriage of the Goods, and for the costs and expenses of exercising such lien and of such sale and also of all previously unmet obligations whatsoever due to him by the Merchant.

18. GENERAL AVERAGE AND SALVAGE

(1) In the event of accident, cargo, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, due to the negligence of the Merchant, the Carrier or any other party, the Merchant, the Carrier and any other party shall be liable for the contribution to the general average, including but not limited to the Carriage of the Goods, and for the costs and expenses of exercising such contribution and of such sale and also of all previously unmet obligations whatsoever due to him by the Merchant.

(2) Any general average on a Vessel operated by the Carrier shall be adjusted according to York Antwerp Rules 1994, at any port or place at the option of the Carrier.

(3) Any general average on a Vessel not operated by the Carrier (whether a seagoing or inland waterways Vessel) shall be adjusted according to the requirements of the operator of that Vessel. In either case the Merchant shall give such deposit or other security as the Carrier or the operator may require in order to be released from the obligation to contribute to the general average. If the Merchant or the operator does not so secure, within three months of the delivery of the Goods, whether or not the Merchant had notice of the Carrier's or the operator's lien at the time of delivery, the Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

(4) The contribution to the general average of the adjustment shall be calculated at the rate prevailing on the date of payment for contribution and on the date of completion of discharge of the Vessel for allowances.

(5) If a saving Vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the saving Vessel or Vessels belonged to strangers.

(6) In the event of the loss of the original invoice or services are needed, the Merchant agrees that the Carrier may act as its agent to procure such services to Goods and that the Carrier may act as its agent to settle salvage remuneration.

(7) If the Merchant consents payment of contribution to general average, salvage, salvage charges and/or special charges to Goods on any grounds whatsoever, the Merchant shall be deemed to have accepted the adjustment thereof, whether or not such Goods actually have been provided, the Merchant shall pay interest for the period in excess of three months on the contribution due at two percent per annum above the base lending rate of the central bank of the country in which the adjustment is issued, in addition to the contribution due.

19. BOTH TO-BLAME COLLISION

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and its crew, neglect or default of the Master, the Merchant shall be liable for the contribution to the general average, including but not limited to the Carriage of the Goods, and for the costs and expenses of exercising such contribution and of such sale and also of all previously unmet obligations whatsoever due to him by the Merchant.

(2) If this is an FCL multiple Bill of Lading (as evidenced by the qualification of the tally acknowledgment overleaf to the effect that it is "One of ..." part cargoes in the Bill of Lading) and the Goods are not carried on the same vessel, the Merchant shall be liable for the contribution to the general average, including but not limited to the Carriage of the Goods, and for the costs and expenses of exercising such contribution and of such sale and also of all previously unmet obligations whatsoever due to him by the Merchant.

20. DESCRIPTION OF GOODS AND NOTIFICATION

The Merchant shall provide to the Carrier a description of the Goods in sufficient detail to enable the Carrier to identify the Goods and to issue a Bill of Lading therefor. The Merchant shall also provide to the Carrier a description of the Goods in sufficient detail to enable the Carrier to identify the Goods and to issue a Bill of Lading therefor.

21. OPTIONAL STOWAGE AND SECUREMENT

(1) The Goods may be packed by the Carrier in Containers and consolidated with other Goods in Containers.

(2) Goods, whether or not packed in Containers, may be carried on deck or under deck without notice to the Merchant. In the absence of the mention "under or overboard" on the back of the Bill of Lading, the Goods shall be presumed carried on ship's deck. All such Goods actually carried on deck under deck shall participate in general average and shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or US COGSA and shall be deemed subject to those Rules.

(3) The Carrier shall not be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, if such loss or damage is caused by any cause except the *Force Majeure* or the Carrier could not have avoided and the consequences of which he could not have reasonably prevented and Carrier's liability shall nevertheless exceed One Euro per kilo of the Goods lost or damaged.

22. INSPECTION OF THE GOODS

(1) If by order of the Merchant, any inspection, packing, inspection or re-packing, the Carrier shall be entitled to recover the cost of such unloading, inspection, inspection and re-packing from the Merchant.

(2) The Carrier shall be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, in all situations. Anything done in accordance with Clause 8 (1) or any delay arising therefrom shall be deemed to be within the contractual Contract and shall not be a deviation.

(3) Notwithstanding the foregoing, the Carrier shall not be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, if such loss or damage is caused by any cause except the *Force Majeure* or the Carrier could not have avoided and the consequences of which he could not have reasonably prevented and Carrier's liability shall nevertheless exceed One Euro per kilo of the Goods lost or damaged.

(4) The Carrier shall be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, in all situations. Anything done in accordance with Clause 8 (1) or any delay arising therefrom shall be deemed to be within the contractual Contract and shall not be a deviation.

(5) The Carrier shall be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, in all situations. Anything done in accordance with Clause 8 (1) or any delay arising therefrom shall be deemed to be within the contractual Contract and shall not be a deviation.

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(30) The Carrier shall be liable for loss of or damage to the Goods, whether or not the Carriage is performed by the Carrier or by another carrier, or subsequent to the discharge from the Vessel carrying the Goods, in all