ENERGY PHOENIX MINIMG LTDA AV EBRO 2740 OF 704 LAS CONDES CHILE CONSIGNEE ACERIAS NACIONALES DEL ECUADOR

COPY NON NEGOTIABLE **BILL OF LADING**

074GIN

VOYAGE NUMBER

BILL OF LADING NUMBER SNG0194168

AV. LAS EXCLUSAS SOLAR 9 PRIMER PASAJE 12C SE MZ2009

GUASMO CENTRAL GUAYAQUII FCUADOR RUC: EC0990001340001 NOTIFY PARTY, Carrier not to be responsible for failure to notify

ENERGY PHOENIX MINIMG LTDA

AV EBRO 2740 OF 704 LAS CONDES CHILE

SHIPPER

EXPORT REFERENCES SCL/GRAL

CMA CGM

CARRIER: CMA CGM - Société Anonyme au capital de 175 000 000 euros Head Office: 4, quai d'Arenc - 13002 Marseille - France Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95 B 562 024 422 R.C.S. Marseille

PRE CARRIAGE BY*			PLACE OF RECEIPT*	FREIGHT TO BE PAID AT		NUMBER OF	ORIGINAL BILLS OF LADING	
				SANTIAGO		ZERO (0)		
VESSEL			PORT OF LOADING	PORT OF DISCHARGE	FINAL		PLACE OF DELIVERY*	
MIZAR	SAN AN		TONIO	GUAYAQUIL				
MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES		DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPE SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN		GROSS WEIGHT CARGO		TARE	MEASUREMENT
CMAU1439292 SEAL CMACGMF0357070	1 x 20ST		1 LOTS		24	KGS 1570.000	KGS 2230	CBM 25.000
CMAU2122907 SEAL CMACGMF0357165	1 ж	20ST	STEEL SCRAP HMS1 HMS2 M		25	850.000	2190	25.000
ECMU1380999 SEAL CMACGMF0357107	1 ж	20ST	STEEL SCRAP HMS1 HMS2 M 1 LOTS STEEL SCRAP HMS1 HMS2 M		26	5020.000	2230	25.000
IPXU3353038 SEAL CMACGMF0357175	1 х	20ST	1 LOTS STEEL SCRAP HMS1 HMS2 M	IIX 80/20CHATARRA	24	560.000	2230	25.000
CMAU1149713 SEAL CMACGMF0364932	1 х	20ST	1 LOTS STEEL SCRAP HMS1 HMS2 M FREIGHT PREPAID	IIX 80/20CHATARRA	28	220.000	2230	25.000
			PREPAID CHARGES: BASIC FREIGHT: USD 6,000 Continued on Next Sheet	.00 Sheet 1 of 2				

ADDITIONAL CLAUSES

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE

4. Cargo at port is at merchant risk, expenses and responsibility 5. FCL

77. THC at destination payable by consignees as per line/port tariff

143. Shipper must ensure they are paid for their cargo prior to the beginning of the voyage. Shipper and any party to this bill of lading are advised that according to destination country law and practice the Carrier has absolutely no control on cargo once discharged. Cargo is delivered through customs to receiver. This may be done without surrendering original bill of lading to ship agent. In such case, the Carrier will not be responsible for any claim due to delivery of cargo without original bill of lading.

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 payable by the Merchant as per CMA CGM tariff available on the web site www.cma-cgm.com, or in any of CMA CGM agency

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 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.

charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statutes rendering them binding upon the shipper, holder and carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them. All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Bill of Lading shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office.

In witness whereof three (3) original Bills of Lading, unless otherwise stated above, have been issued, one of which being accomplished, the others to be void.

(OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)

RECEIVED by the carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated above stated by the shipper to comprise the cargo specified above for transportation subject to all the terms hereof (including the terms on page one) from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, whichever is applicable. Delivery of the Goods will only be made on payment of all Freight and

SIGNED FOR THE CARRIER CMA CGM S.A. GUAYAQUIL PLACE AND DATE OF ISSUE 09 DEC 2015

SIGNED FOR THE SHIPPER *APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING

BY CMA CGM Chile S.A. as agents for the carrier CMA CGM S. A.



PLACE OF RECEIPT*

PRE CARRIAGE BY*

COPY NON NEGOTIABLE BILL OF LADING

FREIGHT TO BE PAID AT

VOYAGE NUMBER 074GIN

BILL OF LADING NUMBER SNG0194168

NUMBER OF ORIGINAL BILLS OF LADING

				SANTIAGO	ZERO (0)	ZERO (0)			
VESSEL		PORT OF LOADING		PORT OF DISCHARGE	FINAL F	FINAL PLACE OF DELIVERY*			
MIZAR	SAN AN		ONIO	GUAYAQUIL					
MARKS AND NOS CONTAINER AND SEALS	NO AND OF PACK		DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN		GROSS WEIGHT CARGO	TARE	MEASUREMENT		
					KGS	KGS	CBM		

CONTAINER INSURANCE SURCHARGE: USD 450.00 Shipped on Board MIZAR 09-DEC-2015 CMA CGM Chile S.A. As agents for the Carrier

Weight in Kgs Total: 5 CONTAINER(S) Continued From Previous Sheet Sheet 2 of 2 129220.000 11110 125.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

PLACE AND DATE OF ISSUE GUAYAQUIL 09 DEC 2015

SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Chile S.A. as agents for the carrier CMA CGM S. A.