


SHIPPER		DRAFT BILL OF LADING		VOYAGE NUMBER	
ENERGY PHOENIX MINIMG LTDA AV EBRO 2740 OF 704				070GIN	
LAS CONDES CHILE				BILL OF LADING NUMBER	
				SNG0193349	
CONSIGNEE		EXPORT REFERENCES			
ACERIAS NACIONALES DEL ECUADOR SA AV LAS ESCLUSAS SOLAR 9 PRIMER PASAJE 12C SE MZ209 GUSMO CENTRAL GUAYAQUIL ECUADOR RUC : EC0990001340001		 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			
NOTIFY PARTY, Carrier not to be responsible for failure to notify					
ENERGY PHOENIX MINIMG LTDA EBRO 2740 OF 704 LAS CONDES SANTIAGO CHILE					

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING
		SANTIAGO	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
FRANCOISE GILOT	SAN ANTONIO	GUAYAQUIL	

MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT
			KGS	KGS	CBM
ECMU2018454 SEAL CMACGMF0405238 SEAL F0405238	1 x 20ST	1 LOTS STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	25220.000	2230	25.000
CMAU0051342 SEAL CMACGMF0405237 SEAL F0405237	1 x 20ST	1 LOTS STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	25050.000	2230	25.000
GESU3596876 SEAL CMACGMF0405189 SEAL F0405189	1 x 20ST	1 LOTS STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	19590.000	2200	25.000
OPDU2045382 SEAL CMACGMF0405196 SEAL F0405196	1 x 20ST	1 LOTS STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	24470.000	2250	25.000
ECMU1510135 SEAL CMACGMF0405234 SEAL F0405234	1 x 20ST	1 LOTS STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	19700.000	2230	25.000
Continued on Next Sheet Sheet 1 of 2 ABOVE PARTICULARS DECLARED BY SHIPPER, CARRIER NOT RESPONSIBLE.					

ADDITIONAL CLAUSES	
<p>4. Cargo at port is at merchant risk, expenses and responsibility</p> <p>5. FCL</p> <p>77. THC at destination payable by consignees as per line/port tariff</p> <p>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.</p> <p>194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.</p> <p>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</p> <p>216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may</p>	<p>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.</p> <p>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.</p> <p>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.</p>

RECEIVED by the carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated above stated by the shipper to comprise the cargo specified above for transportation subject to all the terms hereof (including the terms on page one) from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, whichever is applicable. Delivery of the Goods will only be made on payment of all Freight and charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statutes rendering them binding upon the shipper, holder and carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.

All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Bill of Lading shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office.

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

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

PLACE AND DATE OF ISSUE	SANTIAGO	23 NOV 2015	SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Ecuador S.A. as agents for the carrier CMA CGM S. A.
SIGNED FOR THE SHIPPER *APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING			



DRAFT BILL OF LADING

VOYAGE NUMBER
070GIN
BILL OF LADING NUMBER
SNG0193349

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL BILLS OF LADING
		SANTIAGO	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
FRANCOISE GILOT	SAN ANTONIO	GUAYAQUIL	

MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT
			KGS	KGS	CBM
CAXU6832249 SEAL CMACGMF0405199 SEAL F0405199	1 x 20ST	1 LOTS STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	26450.000	2230	25.000
TGHU2918409 SEAL CMACGMF0379633 SEAL F0379633 SEAL B9225328	1 x 20ST	1 LOTS STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	20340.000	2200	25.000
ECMU2210702 SEAL CMACGMF0379636 SEAL F0379636	1 x 20ST	1 LOTS STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	20250.000	2230	25.000
ECMU2173131 SEAL CMACGMF0357076 SEAL B9225327	1 x 20ST	1 LOTS STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	20430.000	2230	25.000
IPXU3210280 SEAL CMACGMF0357077 SEAL F0357077	1 x 20ST	1 LOTS STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	20940.000	2230	25.000
<p>FREIGHT PREPAID</p> <p>"DUE TO NATURE OF THE CARGO; CARRIER RESERVES FULL RIGHT TO RECOVER ALL REPAIR COSTS FROM CONSIGNEE"</p>					
<p>COLLECT CHARGES: CONTAINER INSURANCE SURCHARGE: USD 300.00 Shipped on Board FRANCOISE GILOT 23-NOV-2015 CMA CGM Chile S.A. As agents for the Carrier</p>					
Weight in Kgs Total: 10 CONTAINER(S)			Continued From Previous Sheet	Sheet 2 of 2	222440.000
			22260 250.000		
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.					

PLACE AND DATE OF ISSUE	SANTIAGO	23 NOV 2015	SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Ecuador S.A. as agents for the carrier CMA CGM S. A.
SIGNED FOR THE SHIPPER			
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING			