

SHIPPER
ENERGY PHOENIX MINIMG LTDA AV EBRO 2740 OF 704 LAS CONDES CHILE
CONSIGNEE
ACERIAS NACIONALES DEL ECUADOR S A AV LAS EXCLUSAS SOLAR 9 PRIMER PASAJE 12C SE MZ 2009 GUASMO CENTRAL GUAYAQUIL ECUADOR 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

**DRAFT  
BILL OF LADING**

VOYAGE NUMBER
072GIN
BILL OF LADING NUMBER
SNG0193636

EXPORT REFERENCES
10XSCL/GNRL/1X20SAI

<b>CARRIER:</b> CMA CGM - Société Anonyme au capital de 175 000 000 euros Head Office: 4, quai d'Arenç - 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	THREE (3)
VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*
STADT JENA	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	TARE	MEASUREMENT
			CARGO		
			KGS	KGS	CBM
FCIU3742169 SEAL CMACGMF0357210	1 x 20ST	1 LOTS  STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	25430.000	2220	25.000
IPXU3014184 SEAL CMACGMF0357209	1 x 20ST	1 LOTS  STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	24850.000	2230	25.000
CMAU1522452 SEAL CMACGMF0357119	1 x 20ST	1 LOTS  STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	28240.000	2230	25.000
CMAU1482977 SEAL CMACGMF0357070	1 x 20ST	1 LOTS  STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	23470.000	2230	25.000
IPXU3013418 SEAL CMACGMF0357225	1 x 20ST	1 LOTS  STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	27790.000	2230	25.000
ECMU1700074 SEAL CMACGMF0384702	1 x 20ST	1 LOTS  STEEL SCRAP HMS1 HMS2 MIX 80/20CHATARRA	18400.000	2230	25.000

Continued on Next Sheet      Sheet 1 of 2  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES	
4. Cargo at port is at merchant risk, expenses and responsibility 5. FCL 77. THC at destination payable by 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.

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	01 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.
SIGNED FOR THE SHIPPER			
*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING			



# DRAFT BILL OF LADING

VOYAGE NUMBER
072GIN
BILL OF LADING NUMBER
SNG0193636

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*		
STADT JENA	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

**PREPAID CHARGES:**  
**BASIC FREIGHT: USD 2,400.00**  
**CONTAINER INSURANCE SURCHARGE: USD 180.00**  
 Shipped on Board STADT JENA 01-DEC-2015 CMA CGM Chile S.A. As  
 agents for the Carrier

Weight in Kgs Total: 6 CONTAINER(S)      Continued From Previous Sheet      Sheet 2 of 2      148180.000      13370      150.000  
 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

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