

SHIPPER  
 ENERGY PHOENIX MINIMG LTDA  
 AV EBRO 2740 OF 704  
 LAS CONDES  
 CHILE

VOYAGE NUMBER  
 236MGE  
 BILL OF LADING NUMBER  
 SNG0237644

**ORIGINAL  
 BILL OF LADING**



CONSIGNEE  
 ACERIA DEL ECUADOR C.A ADELCA  
 KM 1.5 VIA ALOAG  
 SANTO DOMINGO  
 SANTO DOMINGO  
 ECUADOR  
 RUC: 1790004724001

NOTIFY PARTY, Carrier not to be responsible for failure to notify  
 ACERIA DEL ECUADOR C.A ADELCA  
 KM 1.5 VIA ALOAG  
 SANTO DOMINGO  
 SANTO DOMINGO  
 ECUADOR  
 RUC: 1790004724001

EXPORT REFERENCES

**CARRIER:** CMA CGM Société Anonyme au Capital de 234 988 330 Euros  
 Head Office: 4, quai d'Arenc - 13002 Marseille - France  
 Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95  
 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*
SATIE	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
TRLU8919906 SEAL F5993823	1 x 20ST	1 PACKAGE(S)  Steel Scrap	21160.000	2230	25.000
CMAU1814916 SEAL F5993885	1 x 20ST	1 PACKAGE(S)  Steel Scrap	21420.000	2190	25.000
ECMU2144447 SEAL F5993882	1 x 20ST	1 PACKAGE(S)  Steel Scrap	24070.000	2230	25.000
CAIU3851304 SEAL F5993887	1 x 20ST	1 PACKAGE(S)  Steel Scrap	24300.000	2185	25.000
TRLU9339780 SEAL F5993886	1 x 20ST	1 PACKAGE(S)  Steel Scrap	21860.000	2230	25.000

"DUE TO NATURE OF THE CARGO; CARRIER RESERVES  
 FULL RIGHT TO RECOVER ALL REPAIR COST FROM  
 CONSIGNEE"

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 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 therefrom 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

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 APR 2018	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			

PHOTOCOPY PHOTOCOPY PHOTOCOPY PHOTOCOPY



# ORIGINAL BILL OF LADING

VOYAGE NUMBER
236MGE
BILL OF LADING NUMBER
SNG0237644

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*		
SATIE	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

**FREIGHT PREPAID**  
 Shipped on Board SATIE 01-APR-2018 CMA CGM Chile S.A. As agents  
 for the Carrier

KGS                      KGS                      CBM

Weight in Kgs Total: 5 CONTAINER(S)

Continued From Previous Sheet    Sheet 2 of 2

112810.000

11065

125.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

### ADDITIONAL CLAUSES

particular for payment of all detention and demurrage and/or container indemnity as referred above.

PLACE AND DATE OF ISSUE    SANTIAGO                      01 APR 2018

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