

SHIPPER				<div>DRAFT</div> <div>BILL OF LADING</div>				VOYAGE NUMBER	
RAYOVAC GUATEMALA SA COLONIA SANTA ISABEL ZONA 6 NIT 33196-1 JOCOTALES GUATEMALA								OCA40N1MA	
								BILL OF LADING NUMBER	
						GTA0131692			
CONSIGNEE				EXPORT REFERENCES					
PAN AMERICAN ZINC LLC 8470 NW 61ST STREET, MIAMI FL 33166, USA T: 1-786-536-5572 E: FORWARDING@PAZINC.COM				<div>CMA CGM</div>					
NOTIFY PARTY, Carrier not to be responsible for failure to notify									
PAN AMERICAN ZINC LLC 8470 NW 61ST STREET, MIAMI FL 33166, USA T: 1-786-536-5572 E: FORWARDING@PAZINC.COM				<div>CARRIER:</div> 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			
		GUATEMALA CITY		MEXICO CITY		THREE (3)			
VESSEL		PORT OF LOADING		PORT OF DISCHARGE		FINAL PLACE OF DELIVERY*			
FALMOUTH		PUERTO BARRIOS		GENOA					
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	
APZU3434817		1 x 20ST	9 PALLETS			19416.000	2220	25.000	
SEAL G7544158									
			COMPRESSED ZINC IN BALES NET WEIGHT 19 204 KGS GROSS WEIGHT 19 416 KGS HS CODE 790112						
			FREIGHT PREPAID						
			I, RAYOVAC GUATEMALA SA (THE SHIPPER) TRANSFER THE RIGHT OF CONTROL TO PAN AMERICAN ZINC LLC (THE CONSIGNEE) AS PER PARAGRAPH 6 (II) OF CMA UNIFORMS Shipped on Board FALMOUTH 19-NOV-2020 CMA CGM GUATEMALA As agents for the Carrier						
Weight in Kgs Total: 1 CONTAINER(S)									
				Sheet 1 of 2		19416.000		2220	25.000
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 Merchant as per line/port tariff 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. 343. In the event that this Bill of Lading is a Paperless Bill of Lading, it shall be governed by the Terms and Conditions available on the CMA CGM website (http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses) which the Merchant has read and accepted. The delivery of the cargo carried under a Paperless Bill of Lading shall be made to the Consignee after the Paperless Bill of Lading					
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		GUATEMALA CITY		19 NOV 2020		SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM GUATEMALA 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
OCA40N1MA
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CONTAINER AND SEALS	OF PACKAGES							

Sheet 2 of 2

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

has been surrendered to the Carrier on the eBusiness platform and after payment of any outstanding Freight and charges.

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

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