

Bill of Lading

Multimodal Transport
or Port-to-Port Shipment

HAMBURG SÜD

www.hamburgsud-line.com

Shipper
CHONGQING ASTRONAUTIC BASHAN
MOTORCYCLE MANUFACTURING CO., LTD.
NO. 1 KANGCHAO ROAD, BANAN
DISTRICT, CHONGQING, CHINA
023-89808354

B/L No. (also to be used as payment ref.)
SUBUNICKR001034X

Booking No.
1CRG001034

Consignee ("Not negotiable unless consigned to order")
DAIMOMOTORS CORPORATION S.R.L.
AVENUE CIRCUNVALATION NRO. 430,
NEIGHBORHOOD DECEMBER 25,
BETWEEN STREET PASTOR DIAZ AND HALL
ANTOFAGASTA, MONTERO, SANTA CRUZ, *

Export References
Vessel IMO No.: 9698630

Notify Party
DAIMOMOTORS CORPORATION S.R.L.
AVENUE CIRCUNVALATION NRO. 430,
NEIGHBORHOOD DECEMBER 25,
BETWEEN STREET PASTOR DIAZ AND HALL
ANTOFAGASTA, MONTERO, SANTA CRUZ, *

Forwarding Agent-References
not part of this

Place of Receipt*

Pre-carriage by*

Point and country of origin
AGENCIA COLUMBUS CHILE SPA
AVENIDA ERRAZURIZ OFICINA 606 B 755
VALPARAISO
CHILE

Port of Loading
CHONGQING, CHINA

Container
SHANGHAI 6HAO 2190E

Originals to be released at
CHONGQING, CN

Place of Discharge
CHONGQING, CN

Port of Discharge
ARICA, CHILE

Place of Delivery*

Mode Load Area

Mode Disch. Area

Marks & Nos. | **Cont./Seal Nos.** | **No. of Pkgs.** | **Description of Goods** | **Gross Weight** | **Measurement**

PARTICULARS FURNISHED BY SHIPPER					
ALSO NOTIFY: SUNWAY LOGISTICS CO., LTD					
1ST TRANSSHIPMENT PORT: SHANGHAI, CN, INTENDED VESSEL: SAN FELIX 147E TO DISCHARGE PORT BALBOA, PA					
2ND TRANSSHIPMENT PORT: BALBOA, PA, TO DISCHARGE PORT ARICA, CL					
1 - 40' CONTAINER - SHIPPER'S WEIGHT, LOAD, STOW, COUNT AND SEAL					
MRKU5889790		294	PACKAGES	20305.000 kg	70.260 cbm
Seal-Numbers			MOTORCYCLE 147SETS		
ML-CN2891280			IN CKD PACKING FORM		
Tare: 3810 kg			CARGO IN TRANSIT TO SANTA CRUZ, BOLIVIA		
Size: 40' Type: HC			UNDER RISK AND ACCOUNT OF THE INTERESTS		
Cnt. Ld.: FCL/FCL			OF THE CARGO.		
DAIMO			*BOLIVIA.		
			00591-39226672		
			NIT: 403354021		

		294	PACKAGES	20305.000 kg	70.260 cbm

THE CARRIER AS PER CLAUSE 1 OF THE TERMS AND CONDITIONS FOR CARRIAGE WAS CHANGED TO: HAMBURG SÜD A/S ON 1ST NOVEMBER 2021. HAMBURG SÜD A/S IS A SECONDARY NAME OF MAERSK A/S, REG. NO. 32345794
FREIGHT PREPAID

FREIGHT/CHARGE	BASIS	RATED AS	PREPAID	COLLECT
OCEAN FREIGHT	CONTAINER	15400.000 USD	15400.00 USD	
ENVIRONMENTAL FUEL	CONTAINER	247.000 USD	247.00 USD	
CARRIER SECURITY C	CONTAINER	16.000 USD	16.00 USD	
DOCUMENTATION FEE	B/L	55.000 USD		55.00 USD
TERMINAL HANDLING	CONTAINER	125.000 USD		125.00 USD
			15663.00 USD	180.00 USD

Agreement No(s): GCAR0072038-02226

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重庆海航国际船舶代理有限公司
CHONGQING HANGHAI INTERNATIONAL SHIPPING AGENCY CO., LTD
ORIGINAL
SHIPPED ON BOARD
13-NOV-2021

Tariff Item No.	Total No. of Pkgs.	Declared value (See clause 4.2.(b))	No. orig. B/L
			13-NOV-2021

RECEIVED for shipment as specified above in apparent good order and condition unless otherwise stated. The Goods to be delivered at above mentioned Port of Discharge or Place of Delivery, whichever applies, SUBJECT TO Terms and Conditions contained on reverse side hereof, to which Merchant agrees by accepting this Bill of Lading.
IN WITNESS WHEREOF the number of original Bills of Lading stated on this side next to this clause have been signed, one of which being accomplished, the others to stand void, unless compulsorily applicable law provides otherwise.
*Applicable only when used for MULTIMODAL TRANSPORTATION.

CHONGQING, CN

Signed HAMBURG SÜD A/S AS AGENT FOR

13-NOV-2021

AS AGENT FOR THE CARRIER NAMED ABOVE
as CARRIER

HS BL 01-20

00470228

A-20.

TERMS AND CONDITIONS FOR CARRIAGE

- ALSO AVAILABLE ON www.hamburgsud-line.com

1. DEFINITIONS

"Carrier" means Hamburg Südamerikanische Dampfschiffahrts-Gesellschaft A/S & Co KG, Willy-Brandt-Straße 59-65, 20457 Hamburg, Germany/Commercial Register: Amtsgericht Hamburg HRH 59448 (hereinafter "Hamburg Süd"). General Partner: Hamburg Süd A/S, Copenhagen (Denmark). Centrale Virksomhedsregister (CVR) No. 32345794. Executive Board: Søren Skov (CEO), Board of Directors: Jim Hagemann Snabe (Chairman), CEO of the Management Board of Hamburg Südamerikanische Dampfschiffahrts-Gesellschaft A/S & Co KG, Dr. Arnt Vespermann.

"Carriage" means the whole or any part of the operations and services undertaken by Carrier in respect of the Goods covered by this bill of lading whether by water, land, or air.

"Charges" includes freight, deadfreight, demurrage and all expenses and money obligations incurred or payable in accordance with the applicable tariff or this bill of lading.

"COGSA" means the U.S. Carriage of Goods by Sea Act.

"Container" includes any open or closed container, van, trailer, flatbed, flatrack, transportable tank or any similar receptacle whatsoever used to consolidate the Goods and any connected equipment.

"Goods" means the cargo, in whole or part, received from the shipper and any Container not supplied by or on behalf of Carrier.

"Hague Rules" means the International Convention for the Unification of Certain Rules relating to Bills of Lading of 1924 including the Visby Amendment and the 1979 Protocol.

"Merchant" includes the booking party, shipper, consignee, receiver, holder of this bill of lading, or any person owning or entitled to possession of the Goods or of this bill of lading, and the servants and agents and principals of any of these, all of whom shall be jointly and severally liable to Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this bill of lading.

"Subcontractor" includes the owners, managers, charterers, slot or space charterers, and operators of any Vessel (other than Carrier), underlying or substitute carriers, stevedores and terminal operators, and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of Carrier, or whose services or equipment have been used to perform this contract whether in contractual privity with Carrier or not.

"Vessel" means the ocean vessel named on the face hereof, and any substitute vessel, leadership, barge or other means of conveyance by water used for the Carriage.

"VGM" means the verified gross mass obtained by a method prescribed by SOLAS and any law, regulation, rule, or order.

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ENDOSO PARA REPRESENTACION

Nombre Completo del Importador:

DAIMONOTOKO CORPORATION S.R.L.

Nombre Completo del Importador:

403354021

Nombre Completo del Declarante:

A.D.A. DELIA CORP S.R.L.

Nombre Completo del Declarante:

DAIMONOTOKO CORPORATION S.R.L.

Nombre Completo del Declarante:

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Nombre Completo del Declarante:

DAIMONOTOKO CORPORATION S.R.L.

on the reverse side hereof or that which is usual for Goods consigned to that port of discharge or place of delivery and shall be entitled to charge such additional freight as Carrier may determine; or
(2) Suspend the Carriage of the Goods and store them ashore or afloat under these terms and conditions and endeavor to forward them as soon as reasonably possible and shall be entitled to such storage costs and additional freight as Carrier may determine; or
(3) abandon the Carriage of the Goods and place them at Merchant's disposal at any place or port which Carrier may deem safe and convenient, whereupon the responsibility of Carrier in respect of such Goods shall cease. Carrier shall nevertheless be entitled to full freight on the Goods received for the Carriage as well as any additional costs and Charges of the Carriage to, and delivery and storage at, such place or port.
Carrier election to use an alternative route or to suspend the Carriage under this clause shall not prejudice Carrier's right to subsequently to abandon the Carriage.

8. DECK CARGO

Goods, whether containerized or not, may be carried on or under deck without notice to Merchant and at Carrier's sole option, and Merchant expressly agrees that: (i) Containers carried on deck are considered for all purposes to be stowed under deck; (ii) Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on deck Carriage; (iii) Carriage of Goods on deck shall not be in Container's liability; (iv) Carrier is not responsible for any expense, loss, damage or delay to the Goods resulting from Carriage on deck; (v) Carriage of Goods on deck is subject to all terms and conditions of this bill of lading.

9. DELIVERY

9.1 Neither Carrier nor any Subcontractors are obliged to inform Merchant or Notify Party of Vessel's estimated or actual date or time of arrival, and if given, such information shall be considered gratuitous.
9.2 Merchant shall take delivery of the Goods within the time provided in Carrier's applicable Tariff(s). If Merchant fails to do so, Carrier may without notice take any reasonable measure at Merchant's sole risk and expense, including devanning, selling, disposing, or storing the Goods. Such measures shall constitute due delivery hereunder and all liability whatsoever of Carrier in respect of the Goods shall cease.
9.3 After discharge of the Goods, Carrier shall not be responsible for any claims, loss, liability, penalties, damage, delay, fines, attorney fees, costs, and/or expenses: (i) arising out of the Goods being in the custody of Customs or other authority and/or (ii) in the event the Goods are improperly released or delivered by Customs or other authority to a third party without the consent of Carrier.

10. NOTICE OF CLAIM AND TIME TO SUE

If notice of loss, damage or claim is not given at time of discharge/removal of Goods by Merchant or, if not then apparent, within 3 (three) consecutive days thereafter, a presumption of discharge/delivery in good order shall arise. In any event, Carrier shall be discharged from all liability whatsoever in respect of the Goods, including any claims for indemnity or contribution, unless suit is brought within 1 (one) year after delivery or the date when they should have been delivered, provided however that if a shorter period for commencement of suit applies under applicable law, any liability whatsoever of Carrier shall cease unless suit is brought within such shorter period.

11. CARRIER'S LIEN

Carrier shall have a lien on Goods and any Charges and documents relating thereto for all sums due under this contract or any other contract or undertaking to which Merchant was party or otherwise involved, which lien shall also extend to General Average contributions, salvage and cost of recovering such sums, inclusive of attorney fees, and shall survive delivery. Such lien may be enforced by Carrier by public or private sale at expense of and without notice to Merchant.

12. MERCHANT'S RESPONSIBILITY

12.1 Merchant warrants that in agreeing to the terms and conditions hereof, he is, or has the authority of, the person owning or entitled to the possession of the Goods and this bill of lading. Merchant further warrants that: (i) the particulars relating to the Goods as set out on the reverse hereof have been checked and that such particulars, and any other particulars furnished by or on behalf of Merchant are adequate and correct; and (ii) it has complied with all statutes, ordinances, regulations and requirements of whatsoever nature relative to the Goods, Containers or other packages, its/their documentation or in any other way relating thereto.
12.2 Merchant acknowledges that carriage of bullion, precious metals or minerals, diamonds, precious or semi-precious stones or coins, artworks, antiques, jewelry or rare or precious artifacts, documents of value including but not limited to currency notes, bonds, bearer documents, negotiable instruments, bank drafts, checks, or payment orders, is subject to particulars furnished with the booking of the Goods and Carrier's written approval prior to shipment.
12.3 The party booking FCL shipments shall provide the VGM of each Container to the Carrier not later than the VGM-Cut-off-Date in a format pursuant to www.hamburgsud-line.com/howtoVGM. Non-compliance herewith will bar the Carrier from loading the Container on the intended Vessel in which case the Carrier shall be entitled to demurrage, detention and / or storage fees under the applicable Tariff. The booking party shall also be liable to the Carrier for any costs, damages and fees resulting from such non-compliance. Same applies to the shipper and the consignee named overleaf to the extent they are liable under the applicable law.
12.4 When a Container is stuffed by or on behalf of Merchant, such Container shall be deemed shipped as "Shipper's weight, load, stow, count and seal" and Carrier shall not be liable for loss of or damage to the Goods caused by the: (i) manner in which Container has been stuffed; (ii) unsuitability of Goods for Carriage in Containers; or (iii) Merchant's failure to seal the Container at the commencement of Carriage. Merchant agrees Carrier has no reasonable means of checking quantity, weight, condition, identity or existence of contents or manner in which Goods are stuffed, stowed and secured within Container or breakbulk cargo is packaged, or that same is accurate or proper.
12.5 When a Container is stuffed by Carrier and has been stuffed by or on behalf of Merchant, Carrier shall not be liable for loss of or damage to the Goods caused by the unsuitability or defective condition of the Container, which would have been apparent upon reasonable inspection by Merchant at or prior to time Container was stuffed. It is the Merchant's obligation to set and/or check that the temperature controls on the container are at the required carrying temperature and to properly seal the ventilation / gas level (CO2/O2) settings.
12.6 In absence of a written request to the contrary, Carrier is not under an obligation to provide a Container of any particular type or quality.
12.7 When any Container is owned or leased by Carrier, Merchant shall be liable, at tariff rates, for any delay beyond time allowed for the use of such Container, and for any loss, damage or expense incurred by Carrier as a result of failure to return the Container to Carrier in sound condition and state of cleanliness as when received, even if a condition caused by Goods does not then manifest itself and/or results in loss, damage or expense at a subsequent time. Payment therefor is due upon presentation of written cost estimates.
12.8 Carrier is committed to the concept of supply chain security. Merchant ensures the sealing of all packed Containers immediately after stuffing is completed and before placing them at Carrier's disposal for all destinations. Only high security seals must be used. All seals must meet the specifications for high security seals issued by the International Organization for Standardization under ISO/PAS 17712 and any subsequent amendment or new definition thereof.
12.9 When a Container is supplied by Merchant, Merchant warrants that: (i) the Container complies with CSC, ISO standards and all applicable rules and regulations established by IMO or other competent authorities or bodies, and (ii) the Container's seal or excess applicable stacking weight and racking test load minimums.
12.10 Merchant shall be liable for and shall indemnify, defend and hold Carrier harmless against all claims, loss, liability, penalties, damage, delay, fines, attorney fees, costs, and/or expenses arising from any failure of Merchant to comply with the above-mentioned obligations or otherwise provided in this bill of lading or in any way related to the Goods or Container or which results from the acts or omissions of Merchant, its agents or servants or third parties for whom Merchant, its agents or servants are responsible.

13. DANGEROUS OR HAZARDOUS GOODS

13.1 No Goods which are or may become dangerous, hazardous, flammable, explosive, noxious or damaging (including radioactive material), or which are or may become liable to damage any person or property whatsoever, regardless of whether such Goods are listed in any international or national code, convention, listing or table, shall be tendered to Carrier for carriage without its express consent in writing and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to Carrier without such written consent and marking, or if in the opinion of Carrier the Goods are or are liable to become a dangerous, hazardous, flammable, explosive, noxious or damaging nature, the same may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to Merchant.
13.2 Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Goods or Carriage including IMDG Code, ADR, RID, and CFR.
13.3 Merchant shall indemnify and defend Carrier against all claims, loss, liability, damage, delay, fines, attorney fees, costs, and/or expenses arising from or related to the Carriage of such Goods and/or breach of any of the warranties and obligations provided herein whether or not Merchant was aware of the nature of such Goods.

14. REEFER CONTAINERS

Containers with temperature- or atmosphere-controlled apparatus will not be furnished unless expressly contracted for in writing at time of booking and, when furnished, may entail increased Charges. In absence of an express request, it shall be conclusively presumed that use of a dry Container is appropriate for the Goods. Merchant must provide Carrier with desired set-temperature when delivering Containers to Carrier. Carrier shall not be responsible for: (i) the functioning of temperature- or atmosphere-controlled Containers not supplied by Carrier or related companies or (ii) the consequences of the Goods, when placed in any Container, being at a higher temperature than that required for the Carriage (hot stuffing) or (iii) the recording of temperatures in any form. The Carrier does not accept to comply with any governmental program or protocol.
Merchant acknowledges that temperature- or atmosphere-controlled Containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature or to monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and Carrier does not guarantee the maintenance of any intended level of humidity inside any Container.
Merchant acknowledges that Goods, which require refrigeration, ventilation or other specialized attendence, were not verified by Carrier, when received, as being at the carrying temperature, humidity level or other condition designated by Merchant.

15. BOTH-TO-BLAME COLLISION CLAUSE

The Both-to-Blame Collision Clause published by the Baltic and International Maritime Council and obtainable from Carrier or its agents upon request is hereby incorporated herein.

16. GENERAL AVERAGE

16.1 General Average shall be adjusted, stated and settled according to York-Antwerp Rules 2016. Merchant shall give such cash deposit or other security as Carrier may deem sufficient to cover estimated General Average contribution of Goods before delivery as Carrier requires, or, if not so required, within 3 (three) months of delivery of Goods, whether or not at the time of delivery Merchant had notice of Carrier's lien. Carrier shall be under no obligation to exercise any lien for General Average contribution due from Merchant(s).
16.2 Cargo's contribution in General Average shall be paid even when such Average is result of fault, neglect or error of the Master, pilot, officers or crew. The New Jason Clause published by the Baltic and International Maritime Council and obtainable from Carrier or its agents upon request is hereby incorporated herein.

17. LAW AND JURISDICTION

Unless otherwise provided herein, any claim, dispute, suit or proceeding arising under or relating to this bill of lading shall be governed by the laws of Germany and subject to the exclusive jurisdiction of the courts of the City of Hamburg, except that at Carrier's sole option, it may commence proceedings against Merchant at any court or tribunal having jurisdiction.

18. NON-WAIVER AND SEVERABILITY

18.1 No servant or agent of Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer or director of Carrier having actual authority to bind Carrier to such waiver or variation.
18.2 Nothing herein shall operate to deprive Carrier of any statutory protection or defense, immunity, exemption, limitation of or exoneration from liability contained in applicable laws.
18.3 The terms and conditions of this bill of lading (including those of the applicable tariff(s)) are separable, and if any part or term is held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.