


SHIPPER UNIVAR SOLUTIONS USA INC 3 WATERWAY SQUARE PL STE 1000 SPRING TX 77380-3488 UNITED STATES	BILL OF LADING NO. OERT7432526185	CARRIER BOOKING REF. 93411036
	EXPORT REFERENCES SO,15220169	

CONSIGNEE EMPRESA NACIONAL DE ENERGIA ENEX SA AV DEL CONDOR SUR 520 HUECHURABA, REGION METROPOLITANA SANTIAGO CHILE	Tel: +56 2 2444 4502	FORWARDING AGENT OEC LIQUID LOGISTICS SOLUTIONS 1300 HERCULES AVE STE 200 HOUSTON TX 77058 UNITED STATES	
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NOTIFY PARTY EMPRESA NACIONAL DE ENERGIA ENEX SA AV DEL CONDOR SUR 520 HUECHURABA, REGION METROPOLITANA SANTIAGO CHILE CONTACT: ANA MARIA URZUA TEL: + 56 (2) 2444 4502/EMAIL: ANAMARIA.URZUA@ENEX.CL	Tel: +56 2 2444 4502	DELIVERY AGENT INTER-TANK LOGISTICS GROUP AVENIDA OSSA 235 LA REINA RM 7850000 CHILE	Tel:
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VESSEL DALIAN EXPRESS / 2510S			NUMBER OF ORIGINALS 0 (ZERO)
PLACE OF RECEIPT HOUSTON, UNITED STATES	PORT OF LOADING HOUSTON, UNITED STATES	INTERNAL REFERENCE SS25026431	INCOTERM CFR - Freight Prepaid
PORT OF DISCHARGE ANTOFAGASTA, CHILE	PLACE OF DELIVERY ANTOFAGASTA, CHILE	ON BOARD / DATE SHIPPED ON BOARD / 23-Mar-2025	

PARTICULARS FURNISHED BY SHIPPER. Carrier not responsible (see Clause 7)			
MARKS AND NUMBERS	NO. OF PKG. 2 FLX	DESCRIPTION OF GOODS ETHYLENE GLYCOL BULK HTS 2905.31.0000 CUSTOMER PO 1298691-0J	GROSS WEIGHT MEASUREMENT 40,873.207 KG 40.760 M3

ITN #: X20250317437882
SERVICE TYPE: DOOR/CY
TOTAL: TWO CONTAINER (S)

FREIGHT AND CHARGES

International Freight	8,950.00 USD
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RECEIVED FOR SHIPMENT from the MERCHANT in apparent good order and condition unless otherwise stated herein, the GOODS mentioned above to be transported as provided herein, by any mode of transport for all or any part of the Carriage, SUBJECT TO ALL THE TERMS AND CONDITIONS appearing on the face and back hereof and in the CARRIER'S applicable Tariff, to which the Merchant agrees by accepting this BILL OF LADING.

Where applicable law requires and not otherwise, one original BILL OF LADING must be surrendered, duly endorsed, in exchange for the GOODS or CONTAINER(S) or other PACKAGES, the others to stand void. If a 'Non-Negotiable' BILL OF LADING is issued, neither an original nor a copy needs to be surrendered in exchange for delivery unless applicable law so requires.

BY OEC FREIGHT (NY) INC.

AS AGENTS FOR THE CARRIER

CONTINUATION PAGE

Bill of Lading - OERT7432526185

Container	Flexitank #	Seal Numbers	Type	Mode	PU Number	HS Code
FANU1347958	19OGL211110005BLD	95633974	20ST	DOOR/CY		290531
Goods Description			Gallons	Gross Weight	Net Weight	CBM
ETHYLENE GLYCOL BULK				20,413.924 KG	20,357.229 KGS	20.357 M3

Container	Flexitank #	Seal Numbers	Type	Mode	PU Number	HS Code
TCLU3262168	19OGL211110004BLD	95631454	20ST	DOOR/CY		290531
Goods Description			Gallons	Gross Weight	Net Weight	CBM
ETHYLENE GLYCOL BULK				20,459.283 KG	20,402.588 KGS	20.403 M3

"Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect to the Goods;

"Carrier" means the Company named on the face side hereof which is a non-possessing operating common carrier, and on whose behalf this Bill of Lading was issued, whether acting as carrier or sub-carrier;

"Charges" means freight, deadweight, demurrage and all expenses and money obligations incurred and payable by the Merchant;

"Closed" means a container (closed or open top), van, trailer, flatbed, transportable tank, railroad car, vehicle, flat, pallet, stack, slip, platform, crane, sling, lade or any other article of equipment used in the carriage of the Goods;

"Goods" means the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of the Carrier;

"Inland" means any land transportation, including receipt and delivery of this Bill of Lading, over the carrier or person entitled to the possession of the cargo and their principals and the servants and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the carriage of all or any of the Goods, and for the obligations of the Carrier under this Bill of Lading;

"On Board" means the Goods have been loaded on board the Vessel of the carrier as a Port to Port shipment;

"On Deck" means the Goods have been loaded on board the Vessel of the carrier as the custody of the actual ocean carrier; and in the event of Through Transportation, if the originating carrier is an inland or ocean carrier, it means the Goods have been loaded on board the Vessel of the carrier for transport at the Place of Receipt or are in the custody of a Participating carrier and on route to the Port of Loading named on the reverse side;

"Participating carrier" means a carrier by water, land or air, performing any state of the Carriage, including inland carriage, whether acting as sub-carrier, connecting carrier, substitute carrier or balancer;

"Party" means an individual, a partnership, a body corporate or any other entity of whatsoever nature;

"Vessel" means the ocean vessel named on the face side hereof, and any substitute vessel, feederline, barge or other conveyance by water and in whole or in part by the Carrier to fulfill this contract.

The Goods carried hereunder are subject to all the terms and conditions of the Carrier's applicable tariff(s) on file with a regulatory body whose rules govern all or a particular portion of the Carriage and said terms and conditions are hereby incorporated herein as part of the Terms and Conditions of this Bill of Lading. Copies of the relevant provisions of the applicable tariff(s) are obtainable from the Carrier or regulatory body concerned upon request. In the event of any conflict between the terms and conditions of such tariff(s) and the Terms and Conditions of this Bill of Lading, this Bill of Lading shall prevail.

The Merchant warrants that in agreeing to the Terms and Conditions hereof, it is, or is the agent and has the authority of the owner or person entitled to the possession of the vessel, and that the Merchant acknowledges that the Carrier is a non-vessel operating common carrier ("NVOCC"), and that it neither owns nor chartered vessels, as a result of which the Carrier or any sub-carrier (which may be an NVOCC) will be required to contract with an actual ocean carrier to accomplish the Carriage contemplated by this Bill of Lading and does so as agent of the Merchant. The Merchant further acknowledges that by accepting and agreeing to the Terms and Conditions hereof, it knows or can determine the name of the actual ocean carrier and the terms and conditions of the actual ocean carrier's bill of lading and applicable tariff(s) and agrees to be bound thereby.

[illegible]

When either the Place of Receipt or Place of Delivery set forth herein is an inland point or place other than a port of call, the Carrier shall be responsible for loss of or damage to cargo, including cargo in transit from the sea terminal to such inland point(s) or place(s) and, notwithstanding anything in this Bill of Lading to the contrary, the Carrier shall be liable for loss of and damage to cargo, including cargo, of whatever nature and whatsoever arising to the following extent, but not further:

a) Upon proof that the loss or damage arose during a part of the Carriage herein made subject to the provisions of this Bill of Lading, the Carrier shall be liable for the loss of or damage to cargo;

b) Upon proof that the loss or damage not falling within (a) above, and concerning which law of any country may be applicable, the Carrier shall be liable for the loss of or damage to cargo, including cargo, if it has been proved that the Merchant had made a separate and direct contract with the Carrier, a Participating carrier or independent contractor, as referred to herein, relative to a particular stage of transport or receipt or other document, then the liability of the Carrier, Participating carrier and independent contractor shall be limited to the amount of the freight payable for that stage of transport;

c) If it should be determined that the Carrier bears any responsibility for loss or damage occurring during the care, custody and/or control of any Participating carrier or independent contractor, and be liable for the loss of or damage to cargo, including cargo, then the Carrier shall be entitled to all rights, defenses, immunities, exemptions, limitations of liability and exceptions, including but not limited to those set forth in the Bill of Lading, receipt, tariff and/or applicable law, provided however, that nothing contained herein shall be deemed a surrender by the Carrier of any of its rights, defenses and immunities or an incense of any limitation of liability or exception, or a limitation of the Carrier's liability for loss of or damage to cargo, including cargo, or a limitation or relating thereto.

Notwithstanding anything to the contrary herein, the Carrier shall have no liability for damage to the Goods.

a) The Carrier shall be entitled to subcontract on any terms the whole or any part of the Carriage, and the Carrier shall not be liable for any loss or damage to any other goods if the liability is related to the Goods or Containers or other packages or any other goods.

b) It is understood and agreed that if it should be adjudged that any person or entity other than or in addition to the Carrier is liable for any loss or damage to any other goods, the Carrier shall not be liable regardless of the port or place where any loss or damage shall occur and without regard to whether the loss or damage occurred before or after the goods were loaded on or discharged from the vessel, indirectly during any handling, and even if the Goods or other containers are transported on free in, stowed and/or free out terms, all exemptions, limitations of and exonerations from liability provided for in the Bill of Lading shall apply to the Carrier.

c) The Carrier shall not be liable for any loss or damage to any goods, containers, equipment, or representatives, all Participating (including inland) carriers and all shippers, terminal operators, stevedores, warehousemen, consignees, and other parties, in connection with the performance of the contract of carriage by the Carrier, except to the extent that the Carrier is the contractor inclusive of all persons providing any service whatsoever. In contracting for the foregoing services, the Carrier shall not be liable for any loss or damage to any goods, containers, equipment, or on and behalf of a person described above, all of whom shall to this extent be deemed to be a party to the contract evidenced by this Bill of Lading, regardless for whom acting or by whom performed, and notwithstanding that the Carrier may be a subcontractor or subcontractors, and, in further exemptions, limitations of or exonerations from liability than those that the Carrier has under the Bill of Lading.

d) The Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any mode of land, sea or air transport and to arrange participation by other carriers for the performance of the contract of carriage, and the Carrier shall not be liable for any loss or damage.

Part C: Receipt, Packing, Delivery, and Insurance

1. The Carrier's obligation of delivery, except when provided otherwise by the Bill of Lading, shall be subject to the following:

(j) The Merchant agrees that the Carrier shall be deemed to be a beneficiary of the actual ocean carrier's bill of lading and of all exemptions, limitations of and exonerations from liability therein contained even though the Carrier acts as agent of the Merchant in contracting with the actual ocean carrier for the Carriage of Goods. Notwithstanding, under no circumstances shall the Carrier be responsible for any damages to an extent greater than the actual ocean carrier or any beneficiaries of its bill of lading.

e) No agent or servant of the Carrier or other person or class named in subdivision b) hereof shall have 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 the Carrier having actual authority to bind the Carrier to such waiver or variation.

[illegible][illegible]

(c) Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other goods in or on Containers. The Carrier shall not be liable for damage to or loss of goods stuffed in a Container or under deck without notice, and the Merchant expressly agrees that cargo stuffed in a Container and carried on deck is considered for all legal purposes to be cargo stuffed under deck. The Carrier shall be responsible for the proper lashing, securing, bracing, blocking, dunnage, securing and will contribute in General Average and receive compensation in General Average, as the case may be.

(d) Terms and Conditions of this Bill of Lading shall govern the responsibility of the Carrier in connection with arising out of the supply of a Container to the Merchant, whether supplied before or after the date of issuance of the Bill of Lading, including but not limited to:

(i) If a Container has been stuffed by or on behalf of the Merchant the Carrier shall not be liable for loss of or damage to the Goods (i) caused by the manner in which the Container was stuffed, (ii) caused by the manner in which the Goods were stuffed, (iii) caused by the manner in which the Container was sealed, (iv) caused by the manner in which the Goods were secured, provided that the subdivision (c) shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent upon inspection of the Container and its contents at the time of the inspection, and the Goods were secured and prior to its locking and/or sealing;

(e) Where the Carrier is instructed to provide the Container, the absence of a seal or sealant on the container, the use of a sealant or sealant of a different type or quality (i.e. the sealant is not the same as the sealant provided and is not used under an obligation to provide a Container of any other type or quality), or the use of a sealant or sealant of a different type or quality (i.e. the sealant is not the same as the sealant provided and is not used under an obligation to provide a Container of any other type or quality), claim, liability or expense whatsoever arising from one or more of the matters covered by (a), (b), (c) or (d) shall be the responsibility of the Merchant.

[illegible]

Whenever the Merchant, an agent, servant, contractor or anyone else acting on its behalf, directly or indirectly, takes possession of or exercises control over a Container and/or any equipment whatsoever owned or leased by, or the use of which is provided to or by the Carrier, any Participating carrier, their agents, servants or independent contractors, the Merchant agrees to defend, indemnify and hold harmless the Carrier, any Participating carrier and independent contractors, their agents and servants, from and against any loss, damage or expense incurred by said Container and equipment, as well as any third-party property, and for any injury to or death of persons arising out of the use of said Container and equipment and/or failure to timely return the Container to the Carrier.

The Carrier and any Participating carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense, the Carrier and Participating carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expenses to continue the Carriage or to store the Goods, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional Charges and consequences so incurred.

Deck cargo (except that carried in Containers on deck) and live animals are received and carried solely at Merchant's risk (including accident or mortality of animals), and the Carrier will not in any event be liable for any loss or damage for or from which it is exempt, immune or exonerated by applicable law, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived, and the burden of proving liability being in all respects upon the Merchant. Except as may be otherwise provided herein, such shipments shall be deemed Goods and shall be subject to all Terms and Conditions of this Bill of Lading.

With respect to the Goods Containers or other packages, the Carrier may at any time and without notice to the Merchant:

- use any means of transport (water, land and/or air) or storage whatsoever;
- forward, tranship or retain on board or carry on another vessel or conveyance or by any other mode of transportation, at its sole discretion, in or out of the country of origin, and/or reverse said hereof;
- carry Goods on or under deck at its option;
- proceed by any route in its sole and absolute discretion and whether the nearest, most direct, or shortest route is used;
- proceed to or stay at any place whatsoever en route or more often and in any order or order calling at any port, after whatever scheduled or not;
- load or unload, at any place whatsoever, ashore or afloat, in the open or covered;
- proceed with or without pilots;
- carry livestock, contraband, explosives, munitions, warfare stores, dangerous or hazardous goods;
- load or unload, at any place whatsoever, ashore or afloat, in the open or covered;
- drydock or stop at any unscheduled or unscheduled port for bunkers, repairs or for any purpose whatsoever.

j) discharge and require the Merchant to take delivery, vanned or devanned;

k) comply with any orders, directions or recommendations given by any government or authority or by any person or body acting or purporting to act with the authority of any government or authority or having under the terms of the insurance on the vessel or other conveyance employed by the Carrier the right to give such orders, directions or recommendations;

es. The liberties set out in subdivisions a) through l) may be invoked for any purpose whatsoever even if not connected with the Carriage covered by this Bill of Lading, and any action taken or omitted to be taken, and any delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation. In no circumstance whatsoever shall the Carrier be liable for direct, indirect or consequential loss or damage caused by delay.

[illegible]

If delivery of the Goods or Containers or other packages or any part thereof is not taken by the Merchant when and where and at such time and place as the Carrier is entitled to have the Merchant take delivery, they shall be considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien and without notice, elect to have same remain where they are or sent to a

warehouse or other place, containerized or devanned, always at the risk and expense of the Merchant and Goods.

If the Goods are stowed within a Container owned or leased by the Carrier, the Carrier shall be entitled to devan the contents of any such Container, whereupon the Goods shall be considered to have been delivered to the Merchant and the Carrier may at its option, subject to its lien and without notice, elect to have same remain where they are or sent to a warehouse or other place, always at the risk and expense of the Merchant and Goods.

[illegible]

The Merchant shall remain responsible for all Charges, regardless whether the Bill of Lading states, in words or symbols, that it is "Prepaid" or "Collect".

In arranging for any services with respect to the Goods, the Carrier shall be considered the exclusive agent of the Merchant for all purposes, and any payment of Charges to other than the carrier shall not, in any event, be considered payment to the Carrier.

The Merchant shall defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and servants, harmless from and against all liability, loss damage and expense which may be sustained or incurred relative to the above.

The Carrier agrees to defend, indemnify and hold the Carrier, any Participating Carrier, independent contractor, their agents and servants harmless from and against all liability, loss, damage or expense incurred by the Carrier or any Participating Carrier under the above and the Merchant agrees to submit to the jurisdiction of any court, tribunal or other body before whom the Carrier may be brought, whether said proceeding is of a civil or criminal nature.

It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods. Acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

a) If General Average is declared, it shall be adjusted according to the York/Anvers Rules of 1994 and all subsequent amendments thereto from time to time made, at any place at the option of any of the Parties, by the General Average Adjusters, and the Merchant shall be bound by the Adjusters' decision to be considered as incorporated herein, and the Merchant shall provide such security as may be required in this connection.

b) Notwithstanding a) above, the Merchant shall defend, indemnify and hold harmless the Carrier and any Participating Carrier, their agents and servants, in respect of any claim (and any expense arising therefrom) of a General Average and/or salvage nature which may be made against the Carrier and/or any Participating Carrier and shall provide such security as may be required by the Carrier.

whichever is most secure for General Average or to correct security for General Average contributions due from or to the Merchant.

damage to or in connection with cargo exceeding in actual value the equivalent of \$500 lawful money of the United States, per package, or in case of cargo not shipped in packages, per shipping unit, the value of the cargo shall be deemed to be \$500 per package or per shipping unit. The Carrier's liability, if any, shall be determined on the basis of a value of \$500 per package or per shipping unit or pro rata in case of partial loss or damage, unless the nature of the cargo and valuation higher than \$500 per package or per shipping unit shall have been declared by the Merchant before shipment. In such case, the actual value of the cargo shall be deemed to be the actual value of the cargo per package or per shipping unit shall exceed such declared value, the actual value of the cargo per package or per shipping unit shall exceed such declared value, the actual value shall, nevertheless, be deemed to be declared value, and the Carrier's liability, if any, shall not exceed such declared value.

The words "shipping unit" shall mean each physical unit (e.g. container, bundle, pallet, etc.) or piece of cargo not shipped in a package, including articles or things of any description whatsoever, except cargo shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight and related charges.

Section 1304(f) of COGSA or such other legislation, convention or law as may be applicable, and in no event shall anything herein be construed as a waiver of limitation as to cargo shipped in bulk. The Container as a package or a lump sum freight is assessed, in any of these events, each individual such Container, including in each instance its contents, shall be deemed a single package and Carrier's responsibility is limited to \$500 per package for such package, except as otherwise provided in this Clause. The limitation of \$500 per package shall apply to the entire contents of the Container. This Clause does not in this Bill of Lading release the Carrier from its obligation to exercise due diligence. This provision shall be held invalid during that period in which compulsory legislation shall apply of its own force and effect, such as during the tacks-to-tackle period, it shall nevertheless apply during all other periods of the voyage, including the period of loading, stowage, tallying, dunnage, securing and subsequent to discharge from the Vessel for which the Carrier remains responsible.

Where compulsory applicable legislation provides a limitation less than \$500 per package or where the applicable legislation shall apply and nothing herein provided shall be construed as a waiver of a limitation less than \$500.

Further, where a carrier's statutory limitation is applicable, subject to the terms, conditions, of a participating Carrier or Independent Contractor and damage occurs during its or their period of care, custody, control and/or responsibility, the Carrier shall be entitled to avail itself of such lesser limitation.

21. LIMITATION OF LIABILITY FOR INLAND TRANSPORTATION
In the event the Carmack Amendment or other legislation governing transport from the Place of Receipt to the Port of Loading or from the Port of Discharge to the Place of Delivery is compulsorily applicable during such transport and renders the legislation referred to in Clause 4. a) hereof inapplicable, the Carrier's liability shall be limited to \$50 per lb. of the Goods shipped unless the Merchant, before shipment, shall have declared in writing the nature of the Goods and their true value, inserted it on the face of the Bill of Lading and paid extra freight, if required.

in all such instances, the Merchant has 9 months from the date of delivery or date delivery should have been made to file a written claim against the Carrier, which claim must state the nature of the Goods, the type loss or damage sustained and include a specified or determinable amount of money. A claim is not considered "filed" until it has been delivered to and received by the Carrier.

civil action, such period(s) shall govern.

22. **NOTICE OF CLAIM; TIME FOR SUIT.** As to any loss or damage presumed to have occurred during the Carrier's period of responsibility, the Carrier must be notified in writing of any such loss or damage or claim before or at the time of discharge/removal of the Goods by the Merchant or, if the loss or damage is not then apparent, within 3 consecutive days after discharge/delivery or the date when the Goods should have been discharged/delivered or the date when the Goods should have been delivered. If not so notified, discharge, removal or delivery, depending upon the law applicable, shall be prima facie evidence of discharge/delivery in good order by the Carrier of such Goods.

delivered, provided, however, that if any claim should arise during the period of the transport which is subject by applicable law and/or tariff and/or contract to a shorter period for notice of claim or commencement of suit, any liability whatsoever of the Carrier shall cease unless proper claim is made within the shorter period. The Carrier shall not be liable for any loss or damage to the Goods. Suit shall not be deemed "brought" unless jurisdiction is obtained over the Carrier by service of process or by an agreement to appear. In the event this provision is held invalid during that period in which compulsory legislation shall apply of its own force and effect, such as during the tackle-to-warehouse period, the Carrier shall apply during all non-compulsory periods during which the Carrier remains responsible for the Goods.

23. ACTUAL PHYSICAL DAMAGES REQUIREMENT
Any claim for damages to the Goods require proof of actual physical damage to the Goods. Damages to the external packaging, or exposure of the Goods to the environment alone, are not considered as physical damages to the Goods.

24. JURISDICTION
All disputes of whatsoever nature under or in connection with this Bill of Lading shall be determined by the United States District Court for the Southern District of New York to the exclusion of any other court, **PROVIDED ALWAYS** that the Carrier may in its absolute and sole discretion invoke or voluntarily submit to the jurisdiction of any other court which, but for the terms of this Bill of Lading, could properly assume jurisdiction to hear and determine such disputes, but such shall not constitute a waiver of the terms of this provision in any other instance.

25. NON-WAIVER AND PARITY. Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or any defense, immunity, exemption, limitation or exoneration from liability contained in the laws of the United States, or of any other country whose laws may be applicable. The Terms and Conditions of this Bill of Lading (including all of the terms and conditions of the carrier's applicable tariff or tariffs, incorporated herein by virtue of Clause 2 above) shall be separable, and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.