

SPEDITIONS-ASSEKURANZ

Versicherungsmakler GmbH



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18 December 2017

Confirmation of cover – CMR-insurance (freight carriers' liability) no. 61/324

Insurance coverage exists for:

the policyholder's liability resulting from paid freight contracts (in accordance with sections 407-443 of the HGB (German commercial code) and the CMR (Convention on the Contract for the International Carriage of Goods by Road)) with vehicles belonging to his company according to the stipulations of this policy and listed supplements.

Period of validity:

beginning: 01.01.2018

expiry: 31.12.2018

This contract is valid for one year, but the contract extends for a year if it is not terminated in writing until three month before expiry. Both parties are authorized to cancel the policy without any reason.

List of participants / Co-Insurance

Leading insurer is W.Droege & Co. GmbH & Co. KG

Range of coverage: Europe

Indemnity limitations:

- Highest indemnity per claim pertaining to cargo	EUR	1,250,000.00
- Highest indemnity per claim pertaining to items other than cargo	EUR	250,000.00
- Highest indemnity per claim for claims based on an unlawful act (tort law) – regardless of the transportation contract type or loss -	EUR	250,000.00
- Highest indemnity per claim for additional transport costs based on the general conditions for freight carriers' liability insurance	EUR	20,000.00
- Highest indemnity per claim for rescue and disposal costs based on the general conditions for freight carriers' liability insurance	EUR	50,000.00

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- A loss event
is comprised of several losses that have the same cause and are linked in terms of time and location. Per loss event, or in other words, per claimant and transport contract
- Highest indemnity per loss event
The losses of multiple damaged parties that result from one incident are reimbursed proportionately in relation to their individual claims regardless of the number of damaged parties and the transport contracts, if they exceed the upper limit of insurance coverage
EUR 2,500,000.00
- maximum insurance coverage
for all loss events of the insured transport contracts per insurance year
EUR 7,500,000.00

Individual stipulations and special agreements pertaining to the insured risks

General average clause

The insurer refunds the policyholder general average premiums for vehicle and load, insofar as he is legally required to do so. Upon submission of an obligation note, the insurer also compensates the required margins. Upon the conclusion of the proceeding, the policyholder is required to submit the average adjustment statement. Insurance coverage is limited to 50,000.00 EUR per loss event.

Liability corridor clause

Liability agreements for shipments within Germany are insured up to the upper limit of the liability corridor stipulated in section 449 of the HGB (German Commercial Code) (40 SDR/kg).

Cabotage clause

The policyholder's liability, as stipulated in the contract, is insured based on national regulations pertaining to international or cross-border freight transport by motor vehicle and other national laws of the individual European countries and the neighboring countries of Turkey in the Mediterranean, if the party entitled to compensation successfully invokes his validity.

ACSW¹ clause

The insurer covers reimbursement for damage to third-party trailers, containers, semi-trailers, or swap bodies to the extent that these objects were provided to the policyholder at no additional cost in connection with carrying out a freight order. The obligation for reimbursement is limited to the repair costs, not exceeding the current value of the object and no higher than 25,000.00 EUR per loss event.

Loading and unloading damage

The damage caused by the driver of the policyholder, if the loading or unloading process is expressly prescribed/required by the client, shall be covered by the insured and unloading damages.

Valuable goods clause

As a partial change to the general terms of this contract, this insurance is also valid for transport contracts that involve the transport of all types of spirits, tobacco products, optical devices, electric entertainment devices and telecommunication devices (including mobile phones), EDP devices of all kinds including accessories, telephone cards, and smart cards if the following obligations have been met:

1. The transfer and the delivery site are in Andorra, Belgium, Denmark, Germany, Finland, France, Greece, Great Britain, Ireland, Iceland, Italy, Liechtenstein, Luxembourg, Malta, Monaco, the Netherlands, Norway, Austria, Portugal, San Marino, Sweden, Switzerland, Spain, Vatican City, and the transport is carried out by self-contracting,
 - 1.1 using only vehicles that have a box body, containers, or box swap bodies. The load area is secured by a state-of-the-art locking or closing system connected to the vehicle,
 - 1.2 and the transport is organized (e.g., by using an additional driver, stopping at guarded parking areas) so that the vehicle is never left unattended (even for brief periods) during the duration of the transport. Alternatively, the vehicle may be left unattended only in a locked garage/warehouse, however it must be ensured that the keys for the vehicle and for the garage/warehouse are kept at a different location,

¹ ACSW is an Acronym for "Anhängern, Containern, Sattelauflegern oder Wechselbehältern" which translates as third-party trailers, containers, semitrailers or swap bodies

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- 1.3 and that delivery to persons or locations other than those stated in the order will not be carried out without the purchaser's agreement,
 - 1.4 and, if the value of goods exceeds 100,000.00 EUR, the vehicles and load can be monitored by a monitoring system (e.g., GPS/GSM), and the notification of a continuously manned emergency center is ensured, and that in the case of an alarm, a previously defined emergency plan will be activated,
 - 1.5 and that there is guaranteed continuous communication with the driver via mobile phone,
 - 1.6 and in the case of transport or delivery obstructions, as well as in the case of damage, there is a named contact person who is continuously available and authorized to initiate necessary steps and is capable of coordinating,
 - 1.7 and in the case of transport-related transfer, the recording and documentation of detailed interface inspections is guaranteed, and any storage, including transport-related interim storage (also on short notice) takes place only in specially secured storage facilities, which
 - 1.7.1 are monitored by a break-in warning system approved by VdS Schadenverhütung GmbH or an equally qualified test authority, which is connected to the relevant police station or a security company recognized by the VdS Schadenverhütung GmbH or an equally qualified certification authority;
 - 1.7.2 being equipped with a fire alarm system, which was designed and is being operated in compliance with regulations of the VdS Schadenverhütung GmbH or comparable regulations, and is connected to the relevant fire department or to a security company certified by VdS Schadenverhütung GmbH or an equally qualified certification authority, and,
 - 1.7.3 a specially locked and secured room with limited access and a separate entry and exit control is used within the storage facility (partition for high value loads), which is separate from other transfer goods,
 - 1.8 and the assigned personnel is particularly trustworthy and experienced in handling high-value goods, and familiar with the additional security procedures and trained on a regular basis,
 - 1.9 and the compliance with obligations in accordance with numbers 1.1 to 1.8 is subject to regular monitoring by the company management and documented.
 - 1.10 In this case, the obligation of reimbursement is limited to 1,000,000.00 EUR per means of transport, even if the claimant invokes that the loss was caused by the policyholder or his legal agent or a member of his management staff through recklessness, knowing that the loss was likely to occur, through a breach of cardinal duty or through a so-called "gross failure of organization".
2. If sub-contractors are hired to carry out the transport, they must also fulfill all obligations in accordance with numbers 1.1 to 1.9. The hired sub-contractors must be monitored by the company management for their compliance with the aforementioned obligations, and this must be documented in corresponding reports.
- In this case, the obligation of reimbursement is limited to 1,000,000.00 EUR per means of transport, even if the claimant successfully invokes that loss was caused by recklessness, knowing that the loss was likely to occur, by a breach of cardinal duty or by a so-called "gross failure of organization".
3. Should the policyholder or one of his representatives intentionally violate this or another obligation stipulated in the contract or violate due to gross negligence, the insurer is freed of his coverage obligation, unless the violation was not the cause of either the occurrence or establishment of the insured event or the establishment or scope of the coverage obligation. The first sentence does not apply if the policyholder fraudulently breached his obligation.

Rail transport

With effect from 25.09.2012, the insurance cover extends to rail transport (piggyback traffic). Liability according to COTIF / CIM.

Tablet of insured trucks: AA 12378

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i. A. May Brümmer