

POLICYHOLDER NOTICE

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NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

(A CAPITAL STOCK INSURANCE COMPANY)

1271 Avenue of the Americas, Suite 3700,
New York, NY 10020-1304

Notice of Claim or Suit: Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence that involves injuries or an event that the Assured maybe held liable or is likely to involve this Policy, prompt notice shall be sent to: OR

When a claim is made or suit or other proceeding is brought against the Assured, the Assured shall immediately forward to the Underwriters every demand, notice, summons, or other process received by him or his representative. Such claim or suit shall be immediately reported to:

AIG MARINE CLAIMS.
600 Northpark Town Center
1200 Abernathy Road
P.o. Box 720594 (0358-2594)
Phone: 770-671-2000 Fax: 770-399-4042
Email : cmafnl@aig.com

Subject to all of the terms, conditions and exclusions the form(s) attached hereto:

This POLICY IS MADE AND ACCEPTED SUBJECT TO the conditions which are hereby specifically referred to and made part of this Policy, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive or he deemed to have waived any provision or condition of this Policy unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the Assured unless so written or attached.

In Witness Whereof, the said **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA** has caused this Policy to be signed by its President and Secretary, but it shall not be valid unless countersigned by a duly authorized representative of the Company.

Secretary

National Union Fire Insurance Company of Pittsburgh, PA.

President

National Union Fire Insurance Company of Pittsburgh, PA.

Countersigned at , New York

Date: September 5, 2024

Signed by _____
Company's Authorized Representative (LA)



Global Marine

MARINE OPEN CARGO POLICY NO. 023552201

of the

**NATIONAL UNION FIRE INSURANCE COMPANY
OF PITTSBURGH, PA.**

(A CAPITAL STOCK COMPANY)

**1271 Avenue of the Americas, Suite 3700,
New York, NY 10020-1304**

ISSUED TO

BAS CARGO SA DE CV

NOTICE - PLEASE READ YOUR ENTIRE POLICY.

1. This Policy covers automatically on all shipments which come within its scope. It is important that all such shipments be reported as soon as known and the valuation thereof declared as soon as ascertained.
2. Your attention is called to the basis of insured value as set forth in the Valuation Clause. The insured value should always be in accordance with the basis specified therein unless otherwise agreed with the Company prior to shipment.
3. Any damage to the goods should be noted on the receipt given to the carrier if possible; and in any event as soon as it is known that the shipment has sustained loss or damage, written claim should be filed with the carrier. Such steps may be necessary to preserve your rights and the Company's rights of subrogation against the carrier.
4. In the event of any known or reported loss or damage you should promptly notify the Company, or the office of AIG Global Marine that issued this policy, to protect the interests of all concerned. If no such party is available, then prompt notice should be given to the nearest Correspondent of the American Institute of Marine Underwriters or to the nearest accredited representative of Lloyd's, London.

BAS INSURANCE AGENTS LLC
4445 EASTGATE MALL SUITE 200,
SAN DIEGO, CA 92121



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MARINE OPEN CARGO INSURANCE POLICY

GENERAL CLAUSES:

1. ASSURED

National Union Fire Insurance Company of Pittsburgh, PA. hereinafter referred to as the "Company", in consideration of rates and premium to be paid at the rates set forth herein or as may be endorsed hereon and subject to all the terms, conditions, exceptions and warranties set forth herein, does hereby insure lost or not lost:

**BAS CARGO SA DE CV
4445 EASTGATE MALL SUITE 200,
SAN DIEGO, CA 92121**

hereinafter referred to as the "Assured."

2. LOSS PAYABLE

Loss, if any, is payable to Assured or order.

3. GOODS INSURED

This policy shall cover all shipments of lawful goods and merchandise ("goods") consisting principally of international shipping and logistics solutions and similar goods incidental to the business of the Assured, and including prepaid and/or advanced and/or guaranteed ocean freight under and/or on deck shipped by or consigned to the Assured and/or their agents and/or others, their own or that of others in which they may have an interest. Also, to cover all shipments made for the account of others which the Assured may agree to receive instructions to insure, provided such instructions are given in writing prior to shipment or prior to any known or reported loss or damage; but excluding shipments sold or bought on terms whereby the Assured is not required to furnish insurance; provided that nothing in this clause shall be construed to prevent the Assured from effecting insurance hereunder on any shipments in which they have an insurable interest, including shipments to any subsidiaries of the Assured irrespective of the terms of sale.

4. GEOGRAPHICAL LIMITS

This policy covers the goods to be insured, lost or not lost, at and from ports and/or places in the world to ports and/or places in the world, excluding, however, always illegal shipments, shipments to or from countries which are the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America and shipments entirely within the contiguous forty-eight (48) states and Canada or entirely within any one country, excepting, however, coastwise, intercoastal and intracoastal shipments.

5. U.S. ECONOMIC AND TRADE SANCTIONS CLAUSE

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

6. CONVEYANCES

This policy covers goods shipped by the following conveyances:

- a. Metal self-propelled vessels and connecting conveyances, but excluding barges and sailing vessels, with or without auxiliary power, except as connecting conveyance;
- b. Aircraft and connecting conveyance;
- c. By truck, trailer or rail car, except when used as connecting conveyance;
- d. Approved metal barges, but always subject to policy survey requirements;
- e. First class or registered mail, ordinary or registered or government insured parcel post; by air or otherwise.

Wherever the words ship, vessel, seaworthiness, ship or vessel owner appear in this policy, they are deemed to include also the words aircraft, airworthiness or aircraft owner.

7. ATTACHMENT AND CANCELLATION

This Policy and the coverage granted hereunder to be deemed continuous and to attach and cover in respect of all insured goods and/or merchandise shipped on and after July 01, 2024 and will continue in force until cancelled by either party giving the other, or its agent, **30** days written notice, or unless otherwise mutually agreed upon or otherwise provided for herein, or unless otherwise voided by reason of breach of warranty, misrepresentation or concealment.

However, in the event the Named Insured fails to pay the Company the premium due on the policy, the policy may be cancelled by the Company by mailing to the Named Insured at the Address shown within this policy by the Company by giving 10 days written notice to the Assured of such cancellation of the policy.

If such cancellation for failure to pay premiums for thirty (30) days or more is invalid under the laws of the state within which this Policy is issued, then such notice shall be effective as a notice of cancellation within the shortest period of time permitted under the laws of the state in which this policy is issued.

8. VALUATION

All new goods are to be valued, premium included, at amount of invoice, including all charges in the invoice and including prepaid and/or advanced and/or guaranteed freight, if any plus **10%**. Foreign currency is to be converted into funds current in the United States at banker's sight rate of exchange current in New York on day of receipt of notice of loss unless a superseding basis of valuation appears hereafter. In the case of intra corporate shipments where there is no invoice from a third party, the goods are to be valued at the Assured's cost, less depreciation.

Used goods are to be valued at actual cash value.

Inter-company shipments: Where there is no invoice these shipments are to be valued at Cost less depreciation on date of loss, plus prepaid and/or advanced and/or guaranteed freight plus 10%.

Samples are to be valued at replacement cost with like kind and quality, and if unable to replace with like kind and value then at actual cash value.

9. LIMITS OF LIABILITY

This insurance shall not attach or cover and these Assurers shall not be liable for more than **\$3,000,000** by any one conveyance or, in any one place or, at any one time or, in any one disaster or accident or; as specified in the following sub-limits, or unless otherwise specified elsewhere herein.

- (a) \$3,000,000 for On Deck shipments, when subject to an On Deck Bill of Lading;
- (b) \$3,000,000 by any one aircraft (except when used as a connecting conveyance);
- (c) \$3,000,000 by any one truck, trailer or rail car (except when used as a connecting conveyance);
- (d) \$3,000,000 by any one approved iron and/or steel barge (except when used as a connecting conveyance), nor for more than \$3,000,000 in any one tow.
- (e) \$100,000 for any one package shipped by mail or parcel post.

10. ACCUMULATION

Should there be an accumulation of interests beyond the limits expressed in Clause 9 of the policy by reason of any interruption of transit beyond the control of the Assured, or by reason of any casualty, and/or at a transshipping point and/or on a connecting vessel or conveyance, or by reason of one or more vessels loading from or discharging to the same pier, dock or place, this policy shall attach for the full amount at risk, but in no event for more than twice the policy limit, provided that written notice is given to this Company as soon as known to the Assured, and an additional premium paid if required.

PERILS CLAUSES:

11. PERILS

Touching the adventures and perils which this Company is contented to bear, and take upon itself, they are of the seas and inland waters, fires, assailing thieves, jettisons, barratry of the Master and Mariners, and all other like perils, losses and misfortunes that have or shall come to the hurt, detriment or damage of the said goods and merchandise, or any part thereof except as may be otherwise provided for herein or endorsed hereon.

In respect of shipments by aircraft, the words "seas" and "barratry of the Master and Mariners" shall be read as "air" and "breaches of trust by aircrew" respectively.

12. SUE AND LABOR

In case of any imminent or actual peril, loss or misfortune, it shall be lawful and necessary to and for the Assured, his or their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the goods insured, or any part thereof, without prejudice to this insurance; to the charges whereof, this Company will contribute. Nor shall the acts of the Assured or the Company, in recovering, saving and preserving the goods insured, in case of disaster, be considered a waiver or an acceptance of abandonment.

13. GENERAL AVERAGE AND SALVAGE

General Average and Salvage Charges are payable in full irrespective of insured and contributory values, in accordance with United States laws and usage and/or as per Foreign Statement and/or as per York-Antwerp Rules (as prescribed in whole or part) if in accordance with contract of affreightment.

Nothing in the preceding paragraph shall be construed to amend the limits of liability set forth in Clauses 9 and 10 of this Policy.

14. INCHMAREE

This insurance is also specially to cover any loss of or damage to the goods covered hereunder, through the bursting of boilers, breakage of shafts or through any latent defect in the machinery, hull or appurtenances, or from faults or errors in the navigation and/or management of the vessel by the master, officers, crew, engineers or pilots.

15. BOTH TO BLAME

Where goods are shipped under a Bill of Lading or Contract of Affreightment containing the so-called "Both to Blame Collision Clause", this Company agrees as to all losses covered by this insurance to indemnify the Assured for this policy's proportion of any amount (not exceeding the amount insured under this policy) which the Assured may be legally bound to pay to the shipowner under such clause. In the event that such liability is asserted, the Assured agrees to notify the Company, who shall have the right at their own cost and expense to defend the Assured against such claim.

16. RELEASED BILL OF LADING (WAIVER AND/OR RELEASE)

Privilege is hereby granted the Assured to ship goods covered by this Policy under released or limited Bills of Lading, shipping receipts or other contracts of affreightment without prejudice to this insurance; subject to payment of additional premium, if required.

17. BILL OF LADING, ETC. (NEGLIGENCE)

The Assured is not to be prejudiced by the presence of the negligence clause and/or latent defect clause in the Bill of Lading and/or Charter Party and/or contract of affreightment. The seaworthiness of the vessel and/or craft as between the Assured and this Company is hereby admitted, and this Company agrees that in the event unseaworthiness or a wrongful act or misconduct of ship owner, charter, their agents or servants shall, directly or indirectly, cause loss or damage to the goods covered under this policy, this Company will (subject to the terms of average and other conditions of the policy) pay to an innocent Assured the resulting loss. With leave to sail with or without pilots, to tow and assist vessels or craft in all situations and to be towed.

18. REFUSED AND/OR RETURNED SHIPMENTS

Provided reported to this Company promptly, this Policy shall cover, subject to original insuring conditions, goods refused by consignees or which remain at the risk of the Assured beyond the normal course of transit until disposed of by the Assured at additional premium to be agreed. In no event shall this insurance cover after delivery of the goods to the consignee nor shall it inure to the benefit of the consignee.

19. CARRIER

Warranted that this insurance shall not inure, directly or indirectly, to the benefit of any carrier or bailee.

AVERAGE CLAUSES:

20. AVERAGE TERMS AND CONDITIONS

- (a) **SHIPMENTS UNDER DECK:** Except while on deck of the ocean vessel and subject to an On Deck Bill of Lading, shipments suitably packed for export, are insured, against All Risks of physical loss or damage from any external cause, irrespective of percentage, but excluding those risks excepted by the Free of Capture and Seizure Warranty and the Strikes, Riots, and Civil Commotions Warranty contained herein, unless such risks are specifically assumed hereunder by endorsement.
- (b) **SHIPMENTS ON DECK:** Shipments suitably packed for export, which are shipped on deck subject to an On Deck Bill of Lading are insured, Warranted free from Particular Average unless caused by the stranding, sinking, burning and/or collision of the vessel: but to pay the insured value of any merchandise and/or goods jettisoned and/or washed overboard, irrespective of percentage. Notwithstanding the foregoing, merchandise and/or goods shipped on deck subject to an Under Deck bill of lading, without the knowledge and consent of the Assured, shall be treated as under deck cargo and insured as per (a) above.

Notwithstanding the above, all insured goods shipped in fully enclosed containers which are stowed on deck, are insured subject to the provisions of this policy applying to under deck shipments, provided such goods are subject to an Under Deck or an optional Under Deck/On Deck Bill of Lading.

- (c) **SHIPMENTS BY AIRCRAFT:** Shipments by aircraft, suitably packed for export, are insured against All Risks of physical loss or damage from any external cause, irrespective of percentage, but excluding those risks excepted by the Free of Capture and Seizure Warranty and the Strikes, Riots, and Civil Commotions Warranty contained herein, unless such risks are specifically assumed hereunder by endorsement. Also warranted free of claim for loss or damage due to changes in atmospheric pressure and/or temperature. Whenever the words "ship", "vessel", "seaworthiness", "ship owner", or "vessel owner" appear in this Policy (except in the "Conveyance" clause and the "Limit of Liability" clause), they are deemed to include also the words "aircraft", "air worthiness" or "aircraft owner".
- (d) **SHIPMENTS BY BARGE:** Shipments via approved iron and/or steel Barge (other than as a connecting conveyance), suitably packed for export, are insured Warranted free from Particular Average unless caused by the vessel and/or interest insured being stranded sunk, burnt, on fire or in collision with another ship or vessel or with ice or with any substance other than water, but liable for jettison and/or washing overboard irrespective of percentage, unless broader terms are provided elsewhere within this policy.
- (e) **SHIPMENTS BY MAIL:** Shipments by mail or parcel post, suitably packed for export, while in the custody of postal authorities, are insured against All Risks of physical loss or damage from any external cause, irrespective of percentage, but excluding those risks excepted by the Free of Capture and Seizure Warranty and the Strikes, Riots, and Civil Commotions Warranty contained herein, unless such risks are specifically assumed hereunder by endorsement.

21. DEDUCTIBLES

Each claim shall be subject to a deductible of **\$850** any one entire shipment. This deductible shall not apply to claims for total loss, General Average, or Salvage Charges.



22. LANDING, WAREHOUSING, FORWARDING CHARGES, PACKAGES TOTALLY LOST LOADING, ETC.

Notwithstanding any average warranty contained herein, this Company agrees to pay any landing, warehousing, forwarding, other expenses and/or special charges for which this policy in the absence of such warranty would be liable as well as the insured value of any package or packages which may be totally lost in loading, transshipment or discharge and any partial loss arising from transshipment.

This insurance is also to pay landing, warehousing, forwarding and special charges as a result of insolvency or financial default of the owners, charterers, managers or operators of the vessel. In no event, however, shall this insurance cover if, at the time of loading of the subject matter insured on board the vessel, the Assured is aware or, in the ordinary course of business, should be aware that such solvency or financial default could prevent the normal prosecution of the voyage.

ADDITIONAL PERILS CLAUSES:

23. LABELS

In case of damage affecting labels, capsules or wrappers, this Company shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods, but in no event shall this Company be liable for more than the insured value of the damaged goods.

24. TRADEMARKED CARTONS

This Policy covers damage to trademarked cartons, but claims payable hereunder shall be limited to an amount sufficient to pay the cost of new cartons, including forwarding charges of the new cartons and charges of repackaging.

25. BRAND AND TRADEMARK GOODS

In case of damage to goods bearing a Brand or Trademark, the sale of which carries or implies a guarantee of the supplier or Assured, the salvage of such damaged property shall be determined after the removal of all Brands or Trademarks. On containers where the Brand or Trademark cannot be removed, the contents shall be transferred to plain bulk containers. With respect to goods and/or containers from which it is impractical to destroy all evidence of the Assured's connection therewith, this Company agrees to consult with the Assured with respect to the disposition of said goods and/or containers.

26. EXPLOSION

Notwithstanding any average warranty to the contrary, this policy to cover loss, damage or expense resulting from explosion, howsoever or wheresoever occurring, irrespective of percentage, excluding those risks excepted by the Paramount Warranties.

27. SHORE PERILS

Notwithstanding any average warranty to the contrary, where this insurance by its terms covers goods while on docks, wharves, quays or elsewhere on shore and/or during land transportation, it shall include the risks of loss, damage or expense caused by fire, sprinkler leakage, lightning, cyclone, hurricane, earthquake, windstorm, hail, landslide, volcanic eruption, flood, rising water, aircraft, objects falling from aircraft, collision, derailment and/or any accident to the conveyance, collapse and/or subsidence of docks, wharves, quays and/or structures.

28. DAMAGE IN THE COURSE OF INSPECTION

With respect to goods covered hereunder “all risk”, this insurance is extended to cover physical damage to the goods caused by the actions of Customs and/or other government agents in the course of their duly constituted governmental inspection duties.

29. DELIBERATE DAMAGE / POLLUTION HAZARD

This Policy covers, but only while the goods insured are on board a waterborne conveyance, loss of or damage to said goods directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under the Policy (subject to all of its terms, conditions and warranties) if the goods insured would have sustained physical loss or damage as a direct result of such accident or occurrence.

This coverage shall not increase the Limits of Liability provided in Clauses 9 and 10.

30. IMPORT DUTY

This insurance also covers the risk of loss, by reason of perils insured against, on duties imposed on imported goods and insured hereunder, it being understood and agreed, however, that when the risk upon the goods continues beyond the time of landing from the overseas vessel, the increased value, consequent upon the payment of such duties, shall attach as an additional insurance upon the goods from the time such duty is paid or becomes due, to the extent of the amounts thereof actually paid or payable.

The Assured will, in all cases, use reasonable efforts to obtain abatement or refund of duties paid or claimed in respect of goods lost, damaged or destroyed. It is further agreed that the Assured shall, when the Company so elects, surrender the goods to the Customs authorities and recover duties thereon as provided by law, in which event the claim under this policy shall be only for a total loss of the goods so surrendered and expenses which shall include the expense of surrendering the merchandise to the Customs authorities.

31. F.O.B. / F.A.S. SHIPMENTS

This policy is extended to cover, subject to its terms and conditions, shipments of goods sold for export on F.O.B. or F.A.S. steamer or similar port of loading terms at port of export, from the time the goods leave the warehouse and/or store at the place named in the policy for the commencement of the transit at the risk of the Assured per land conveyances and/or craft and continues during the ordinary course of transit until the goods cease to be at the risk of the Assured but in no event shall this insurance continue beyond the time of delivery on board or alongside ocean steamer or other overseas conveyance as required by the contract sale.

The Assured agrees to report on the last day of each month or as soon thereafter as practicable the total value of shipments insured under the foregoing clause and to pay premium thereon at the rates of this Company.

32. FREIGHT PAYABLE ON DELIVERY (COLLECT FREIGHT)

This insurance also covers the risk of loss, by reason of perils insured against, of freight which is payable only upon delivery of the goods insured ("collect freight") hereunder, but warranted free from any claim for General Average or Salvage Charges on freight and free from any claim in respect of freight which has not become due to the Carrier upon arrival of the goods at destination, it being understood and agreed, however, that when the risk upon the goods continues beyond the time of landing from the overseas vessel, the increased value, consequent upon the payment of such freight, shall attach as an additional insurance upon the goods from the time such freight is paid or becomes due, to the extent of the amounts thereof actually paid or payable.

The Assured warrants that on all risks insured hereunder a separate amount shall be reported sufficient to cover the collect freight, upon which the rate of premium shall be an agreed percentage of the rate named for the subject goods.

33. FRAUDULENT BILLS OF LADING

This policy also covers:

- (a) physical loss of or damage to the goods insured elsewhere under this policy occasioned through the acceptance by the Assured and/or their Agents and/or Shippers of fraudulent Bills of Lading and/or Shipping Receipts and/or Messenger Receipts, and
- (b) physical loss or damage caused by the utilization of legitimate bills of lading and/or other shipping documents without authorization and/or consent of the Assured or their agents.

In no event however does this policy cover loss or damage arising from the shipper's fraud or misstatement.

34. FUMIGATION

In the event of a conveyance or location, being fumigated and physical loss of or damage to the Assured's goods results therefrom, this Company agrees to indemnify the Assured for such loss or damage and the Assured agrees to subrogate to this Company any recourse that the Assured may have for recovery of such loss or damage from others.

35. DEBRIS REMOVAL

This insurance also covers expenses incurred in removal of all debris of the goods covered hereunder which may be occasioned by loss caused by any of the perils insured against except that this Company shall not be liable under this policy and this Clause for more than **10%** percent of the insured value of the goods in no event to exceed **\$250,000**. Nothing contained herein shall be construed to cover any liability, clean up or other expenses for which the Assured may be liable under any pollution statute. Nothing in the proceeding paragraph shall be construed to amend the limits of liability set forth in Clauses 9 and 10 of this policy.

36. CONCEALED DAMAGE, DELAYED OPENING

In the event of delay in the opening of any package after arrival at the final destination, and loss or damage which can reasonably be shown to have occurred prior to delivery to final destination be found when packages are eventually opened, but not later than **90** days after arrival at final destination, such loss shall be adjusted and paid by the Company in the same manner as though the packages had been immediately opened upon arrival, provided such loss or damage is otherwise recoverable under the terms and conditions of the open policy to which this endorsement is attached.

Packages showing external evidence of damage are to be opened immediately or coverage provided herein shall not apply to such packages.

In the event that packages of the above mentioned goods are not to be opened within the above mentioned limit, additional time may be granted, at rates to be agreed, provided notice is given to the Company prior to the expiration of the time limit agreed upon.

37. CONTAINER DEMURRAGE CHARGES

This policy shall cover demurrage charges and/or late penalties assessed against, and paid by, the Assured for late return of containers ("container demurrage"), when said containers are retained by the Assured at the instruction of the Company for inspection by the Company's Surveyor in investigation of loss or damage recoverable under this policy.

The time period for which the Company shall be liable for container demurrage charges and/or penalties shall begin at the time the Company instructs the Assured to retain the containers for inspection and end at the time the Company's Surveyor instructs the Assured to return the containers.

38. SHORTAGE FROM CONTAINERS

If, by the terms of this policy, coverage is provided for loss due to theft, it is understood to include the unexplained disappearance of packages or other shipping units from containers; whether said containers arrive at final insured destination with original seals intact or not.

It is a condition of this insurance that the Assured shall render all reasonable assistance to the Company in subrogating against the party and/or parties responsible for any loss paid under this clause.

It is a further condition of this insurance that the Assured shall not divulge the existence of the insurance provided by this clause to anyone outside the Assured's organization. Violation of this condition shall void the insurance provided by this clause with respect to containers, which arrive at final insured destination with original seals intact.

39. INSUFFICIENCY OF PACKING CLAUSE

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the subject matter insured, Assurers hereby agree that they will not use such alleged insufficiency or unsuitability as a defense against the claim in any case where the packing or preparation was carried out by a party other than the named Assured and the insufficiency or unsuitability arose entirely without the named Assured's privity or knowledge. For the purpose of this clause, "packing" shall be deemed to include stowage in a container or liftvan.

40. CONTINGENT INTEREST/GUARANTEE OF COLLECTIBILITY

In consideration of an additional premium as agreed, this policy is extended to cover shipments made by the Assured on terms whereby the Assured is not obligated to furnish transit insurance or, on shipments purchased by the Assured on C.I.F. or similar terms whereby transit insurance is arranged by the seller and/or others, this Company will guarantee to the Assured the prompt collection of all losses which otherwise would have come within the terms of this policy. An advance shall be made as a loan without interest and shall be repayable to the extent of any recovery received by the Assured from insurance effected by others. Such shipments shall be valued as provided for elsewhere herein.

It is a further condition of this insurance that the Assured shall not divulge the existence of the insurance provided by this clause to anyone outside the Assured's organization. Violation of this condition shall void the insurance provided by this clause.

41. DIFFERENCE IN CONDITIONS

With respect to shipments purchased by the Assured on C.I.F. or similar terms, whereby ocean marine insurance is arranged by the seller and/or others, this policy, in consideration of an additional premium as agreed, is extended to cover the Difference in Conditions between those provided by this policy and those provided in the insurance furnished by the seller and/or others.

All shipments covered hereunder shall be valued at the amount of the seller's insurance.

It is a further condition of this insurance that the Assured shall not divulge the existence of the insurance provided by this clause to anyone outside the Assured's organization. Violation of this condition shall void the insurance provided by this clause.

42. INCREASED VALUES AND/OR PROFITS

As agreed, this insurance shall also cover Increased Values and/or Profits on shipments purchased by the Assured on C.I.F. or similar terms whereby ocean marine insurance is arranged by the seller and/or others, such Increased Values and/or Profits being valued at the difference between the amount of insurance furnished by the seller and/or others as evidenced by certificates or policies of insurance and the valuation provided in this Policy for merchandise which otherwise would have been insured hereunder.

This insurance to pay the same percentage of loss as the insurance furnished by the seller and/or others would pay subject to the conditions of coverage in this policy. This insurance to be free of claim for General Average and/or Salvage and/or Special Charges except on excess Contributory Value over the original amount insured and only if uncollectible under the original insurance. This insurance to be without benefit of salvage unless the terms of the original insurance permit participation. Full interest admitted. Policy proof of interest.

43. PAIRS AND SETS

If goods which form part of a complete unit are physically lost or damaged within the coverage of this Policy, then this Company agrees to pay the difference between (a) the insured value of the complete unit and (b) salvage value of the remaining unit. If, in the consequence of any direct physical loss or damage, a full lot or range of sizes or colors is broken, then this Company agrees to pay the difference between (a) the insured value of the full lot or range or (b) the salvage value of the full lot or range. This Company may at its option, require the Assured to surrender the remaining property or parts thereof damaged or undamaged, upon payment of any loss in full.

Sub-limited to **Not Covered** each and every loss

DURATION CLAUSES:

44. WAREHOUSE TO WAREHOUSE

This insurance attaches from the time the goods leave the warehouse and/or store at the place named in the policy for the commencement of the transit, and continues during the ordinary course of the transit, including customary transshipment if any, until the goods are discharged overseas from the overseas vessel at the final port. Thereafter, the insurance continues whilst the goods are in transit and/or awaiting transit until delivered to final warehouse at the destination named in the policy or until the expiry of the fifteen (15) days (or thirty (30) days if the destination to which the goods are insured is outside the limits of the port) whichever shall first occur. The time limits referred to above to be reckoned from midnight of the day on which the discharge overseas of the goods hereby insured from the overseas vessel is completed. Held covered, at a premium to be arranged in the event of transshipment, if any, other than as above and/or in the event of delay in excess of the above time limits arising from circumstances beyond the control of the Assured.

It is necessary for the Assured to give prompt notice to this Company when they become aware of an event for which they are "held covered" under this policy. The right to such cover is dependent on compliance with this obligation.

45. APPLICATION OF WAREHOUSE TO WAREHOUSE COVERAGE

Regardless of the terms of purchase and/or terms of sale and provided the Assured is obligated to provide insurance during the waterborne shipment, this insurance covers from Warehouse to Warehouse in accordance with the Clauses contained herein.

In the event a claim arises under this clause, the Assured shall use all reasonable means to first recover the full amount of such loss from the importer/exporter in accordance with the terms of purchase/sale prior to calling on this insurance for payment. Should a claim be paid under this clause, the Assured shall subrogate to this Company all rights of recovery from the importer/exporter, importer/exporter's insurance or other responsible party.

46. CRAFT, ETC.

This insurance includes the risks of transit by craft, raft and/or lighter to and from the vessel. Each craft, raft and/or lighter is to be deemed separately insured. Also, this insurance is to cover any special supplementary lighterage to take the goods to or from the warehouse. The Assured is not to be prejudiced by any agreement exempting lightermen from liability.

47. DEVIATION

This insurance shall not be vitiated by an unintentional error in description of a vessel, voyage or interest, or by deviation, overcarriage, change of voyage, transshipment or any other interruption in the ordinary course of transit from causes beyond the control of the Assured. It is agreed however, that any such error, deviation or other occurrence mentioned above shall be reported to this Company as soon as known to the Assured and additional premium paid if required.

48. MARINE EXTENSION CLAUSES (APRIL 1943)

Notwithstanding anything to the contrary contained in or endorsed on this policy, it is agreed that, in consideration of premium as agreed, the following terms and conditions, which supersede and override Clause 42 Warehouse to Warehouse and Clause 45 Deviation wherever they are inconsistent with them, shall apply to all shipments which become at risk under this policy.

- A. This insurance attaches from the time the goods leave the warehouse at the place named in the policy, special policy, certificate or declaration for the commencement of the transit and continues until the goods are delivered to the final warehouse at the original destination named in the policy, special policy, certificate or declaration, or a substituted destination as provided below in Clause 46C.
- B. This insurance specially covers the goods during,
 - (I) deviation, delay, forced discharge, reshipment and transshipment,
 - (II) any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
- C. In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are sold and delivered at such port or place; or, if the goods be not sold but are forwarded to the original insured destination or to any other destination, this insurance continues until the goods have arrived at the final warehouse as provided in Clause 46A.
- D. If while this insurance is still in force and before the expiry of fifteen (15) days from midnight of the day on which the discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge is completed, the goods are resold (not being a sale within the terms of Clause 46C.) and are to be forwarded to a destination other than that covered by this insurance, the goods are covered hereunder while deposited at such port of discharge until again in transit or until the expiry of the aforementioned fifteen (15) days, whichever shall first occur. If a sale is effected after the expiry of the aforementioned fifteen (15) days while this insurance is still in force, the protection afforded hereunder shall cease as from the time of the sale.
- E. Held covered, at a premium to be arranged, in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
- F. This insurance shall in no case be deemed to extend to cover loss, damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.
- G. It is a condition of this insurance that there shall be no interruption or suspension of transit unless due to circumstances beyond control of the Assured.
- H. It is necessary for the Assured to give prompt notice to this Company when they become aware of an event for which they are "held covered" under this policy. The right to such cover is dependent on compliance with this obligation.

All other terms and conditions of the policy, not in conflict with the foregoing, remain unchanged, it being particularly understood and agreed that the Paramount Warranties, Clause 50 remain in full force and effect and that nothing in the foregoing shall be construed as extending this insurance to cover any risks of war or consequences of hostilities, strikes riots, civil commotions, delay, inherent vice, infidelity, nuclear or chemical incidents.



49. CONSOLIDATION/REPACKING

Notwithstanding anything contained elsewhere herein to the contrary (particularly the Warehouse to Warehouse and Marine Extension Clauses), and subject to the limit of liability herein, this insurance is extended to cover the goods insured hereunder whenever same are stopped in transit, anywhere in the world, short of final destination, for the purpose of consolidation, deconsolidation, packing, repackaging, containerization, de-containerization, or otherwise subject to the insuring conditions, applicable to the shipment, set forth in Clause 20 for a period not exceeding **60** days after arrival at the premises of the Assured, consolidators, truckers, warehousemen or others. Held covered in excess of the above time limit at an additional premium if required.

50. LOADING AND UNLOADING

This insurance is extended to cover, subject to the applicable insuring terms, conditions and warranties set forth elsewhere in this policy, goods and/or merchandise

(i) while awaiting transit (but not exceeding 24 hours from the time of loading while awaiting transit at warehouse of origin) and continuing during the loading process prior to dispatch (including into containers, trailers and rail cars) and,

(ii) after they arrive at the final destination, and continuing thereafter until they are unloaded (including, into containers, trailers and rail cars) and throughout the unloading process, not to exceed 72 hours after arrival of the delivering conveyance at final destination but not later than 24 hours after the receiver has knowledge of the arrival of the delivering conveyance.

MECHANICAL GOODS CLAUSES:

51. MACHINERY

When the goods covered hereunder include a machine consisting when complete for sale or use of several parts, then, in case of loss or damage covered by this insurance to any part of such machine, this Company shall be liable only for the value of the part lost or damaged, or at the Assured's option, for the cost and expense, including labor and forwarding charges, of replacing or repairing the lost or damaged part; but in no event shall this Company be liable for more than the insured value of the complete machine.

52. USED AND/OR RECONDITIONED MACHINERY (SECONDHAND REPLACEMENT)

With respect to shipments of used and/or reconditioned machinery, notwithstanding the foregoing Clause 48, this Company shall not be liable for a greater portion of the cost of repairing or replacing, including labor and forwarding charges, of the part or parts lost or damaged than the insured value of such machinery bears to the value of a new machine of like kind and quality.

PARAMOUNT CLAUSES:

53. PARAMOUNT WARRANTIES

The following warranties shall be paramount and shall not be modified or superseded by any other provision included herein or stamped or endorsed hereon, unless such other provision refers specifically to the risks excluded by these Warranties and expressly assumes said risks:

A. F.C. & S. WARRANTY (FREE OF CAPTURE & SEIZURE)(April 3, 1980)



Global Marine

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THIS INSURANCE IS WARRANTED FREE FROM:

- (1) capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition or nationalization and the consequences thereof or any attempt thereat, whether in time of peace or war, and whether lawful or otherwise;
- (2) all loss, damage or expense, whether in time of peace or war caused by: (i) any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter or (ii) any mine or torpedo;
- (3) all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but this warranty shall not exclude collision or contact with aircraft, or with rockets or similar missiles (other than weapons of war) or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless caused, directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein is performing) by a hostile act or against a belligerent power; and for the purpose of this warranty, "power" includes any authority maintaining naval, military or air forces in association with a power;
- (4) the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom; or from the consequences of the imposition of martial law, military or usurped power; or piracy.

B. S.R. & C.C. WARRANTY (STRIKES, RIOTS, & CIVIL COMMOTIONS)(April 3, 1980)NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THIS INSURANCE IS WARRANTED FREE FROM LOSS, DAMAGE OR EXPENSE CAUSED BY OR RESULTING FROM:

- (1) strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrences or disorders;
- (2) vandalism, sabotage or malicious act, which shall be deemed also to encompass the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, terroristic or ideological purposes and whether any loss, damage or expense resulting therefrom is accidental or intentional.

C. EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (March 1, 2003)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

- (1) In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
 - (a) ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof



- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (U.S.A. ENDORSEMENT)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that

If fire is an insured peril

and

where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1(a), 1(b) and 1(d) of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

D. CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND ELECTROMAGNETIC EXCLUSION CLAUSE (March 1, 2003)

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused or contributed to or arising from an actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

E. CYBER ATTACK EXCLUSION

1. Subject only to clause 2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

F. DELAY WARRANTY

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, this insurance is warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by a peril insured against or otherwise.

G. INHERENT VICE WARRANTY

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, this insurance is warranted free of claim for loss, damage or expense caused by or resulting from inherent vice or nature of the subject matter insured.

H. MISREPRESENTATION WARRANTY

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, this policy shall be void if the Assured has concealed or misrepresented any material fact or circumstance concerning this insurance or its subject or, in case of any fraud, attempted fraud or false answering by the Assured touching any matter relating to this insurance or its subject, whether before or after a loss.

I. INFIDELITY WARRANTY

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, this insurance is warranted free of claims for loss or damage caused by or resulting from misappropriation, secretion, conversion, infidelity, theft or any dishonest act done by or at the instigation of the Assured, the consignee, shipper, supplier or other party at interest in the insured transit or their employees or agents (carriers for hire excepted), whether or not such acts are committed during regular business hours.

SPECIAL POLICY AND REPORTING CLAUSES:

54. SPECIAL MARINE POLICIES

In order that the Assured may furnish evidence of insurance effected upon shipments covered by this open policy, authority is hereby granted the Assured to countersign and issue the form of special policies of insurance furnished by the Company for any or all shipments in respect of which insurance is provided under this open policy.

In consideration of this, the Assured warrants that:

- a. Special Policies of Insurance shall be used only in connection with shipments to which this Open policy attaches.
- b. Terms, Conditions and values entered upon Special Policies of Insurance shall conform to the open policy terms applicable to the shipment for which the Special Policies of Insurance are used unless the Company's written agreement to other terms is obtained.
- c. A complete copy of each certificate or special policy issued, shall be mailed or delivered to the Company on the day of issuance, or as soon thereafter as may be practicable, as a declaration of shipment in accordance with Clause 53.
- d. The original and duplicate copies of all Special Policies of Insurance shall be returned promptly to the Company if they are spoiled or voided, or this policy is subject to cancellation.

By using Special Policies of Insurance, the Assured agrees to reimburse the Company if, by reason of any omission or insertions made by the Assured upon such Special Policies of Insurance, the Company is obliged to pay a claim not covered by this open policy or an amount in excess of what this Company under takes to pay under this open policy.

55. REPORTING

It is a condition of this policy that:

- (a) all shipments coming within the terms hereof shall be accurately reported to this Company as soon as known to the Assured and
- (b) all amounts shall be accurately declared as soon as ascertained.

This insurance shall not be vitiated , however, by an unintentional error, omission or oversight in making reports, provided the same be communicated to this Company as soon as known or discovered by the Assured and an additional premium paid, if required, or deficiency of premium made good.

56. PAYMENT OF PREMIUMS

This Company is entitled to premiums at agreed rates on all shipments, reported or not, in respect of which insurance is provided hereunder. All premiums are to be paid monthly unless otherwise agreed. Willful failure to so declare or to pay premiums when due shall (at the option of the Company) render this policy null and void as and from the date of such failure.

57. CHANGE OF DESTINATION

In case of change of destination, as set forth in the original report of insurance, the goods are held covered at a premium, if any, to be agreed upon, the Assured agreeing to report all such changes to the Company as soon as practicable.

58. ERRORS AND OMISSIONS

This policy shall not be prejudiced by any unintentional delay or omission in the reporting under Clauses 42, 45, 46 and 47 or any unintentional error in the description of the interest, vessel or voyage, or if the subject matter of the insurance be shipped by any other vessel, if notice be given the Company as soon as practicable after said facts become known to the Assured and deficiency of premium, if any, made good.

LOSS CLAUSES:

59. NOTICE OF LOSS

The Assured shall report any loss of or damage to the goods covered under this policy, and any loss or damage which may become a claim under this insurance, promptly to:

- (a) their insurance agent and/or broker for prompt transmission to this Company, or to
- (b) an agent of this Company, if there be one at or near the place where the loss occurs, or expenses are incurred, or, if there be none in the vicinity, to
- (c) a correspondent of the American Institute of Marine Underwriters, or

(d) to a Lloyd's Agent

after it becomes known to the Assured.

60. PAYMENT OF LOSS

In the event of loss which may give rise to a claim under this policy, prompt notice must be given to this Company. In case of loss recoverable under this insurance, such loss to be paid in thirty (30) days after proof of loss, proof of interest, and adjustment thereof (the amount of the premium, if unpaid, and all sums due to the Company from the Assured when such loss becomes due being first deducted, and all sums coming due being first paid or secured to the satisfaction of this Company). Proof of loss to be authenticated by the Agent of this Company, if there be one where such proofs are taken; otherwise, by a Correspondent of the American Institute of Marine Underwriters, if there be one where such proofs are taken, but if neither is represented, then by some other recognized Insurance Authority.

Notwithstanding the foregoing, where such proofs have been established and the final amount of claim cannot be determined within thirty days, the Company shall advance as a loan to the Assured an agreed amount not to exceed 75% of the provisional claim amount. Any amount so advanced in excess of the final claim amount to be refunded to the Company by the Assured.

61. CONTROL OF DAMAGED GOODS

It is agreed that in the event of physical loss or damage, and subject always to a peril, insured under this policy, the Assured shall:

- (a) retain control of all damaged goods,
- (b) consult and allow the Company to inspect any damaged goods before any disposal or sales of such damaged goods and
- (c) when practicable, recondition and sell such goods after removal of all brands and trademarks, the Company being entitled to the proceeds from such sale.

It is further agreed that when both the Assured and the Company concur that the disposal or sale of such damaged goods is detrimental to the Assured's interest (or when the Assured will be unable to sell or dispose of such damaged goods under their agreement with any trade associations) such damage will be treated as a constructive total loss, and the goods shall be destroyed in the presence of a representative of the Company.

62. PARTIAL LOSS

In all cases of damage caused by perils insured against, the loss shall, as far as practicable, be ascertained by a separation and a sale or appraisalment of the damaged portion only of the contents of the packages so damaged and not otherwise. The cost and expense of sorting sound and damaged goods to be initially borne by the Assured and form part of the claim on the Company in accord with the above Clause 12.

63. CONSTRUCTIVE TOTAL LOSS

No recovery for a Constructive Total Loss shall be had hereunder unless, the goods covered are reasonably abandoned on account of an actual total loss appearing to be unavoidable, or because they cannot be preserved from actual total loss without an expenditure which would exceed their value when the expenditure had been incurred.



64. COMPANY'S RIGHTS OF SUBROGATION AND RECOVERY

It is a condition of this insurance that upon payment of any loss, the Company shall be subrogated to all rights and claims against third parties and other insurers arising out of such loss and the Assured shall permit suit to be brought in his name, but at this Company's expense. The Assured further agrees to render all reasonable assistance in the prosecution of such suit or suits.

65. SUBROGATION PROCEEDS

In event of subrogation recovery on a loss recovered by the Assured under this policy where the Assured bore a deductible, the net subrogation proceeds shall be apportioned between the Assured and the Company on a pro rata basis. Such apportionment to be made by the Company after receipt of net subrogation proceeds.

66. TIME FOR SUIT

No suit, action, or proceeding against the Company for recovery of any claim shall be sustained unless commenced within one (1) year from the date of the happening of the incident out of which the Claim arises, provided that, if such limitation is invalid under the laws of the state within which this policy is issued, then such suit, action, or proceeding shall be barred unless commenced within the shortest limit of times permitted by the laws of such state.

67. OTHER INSURANCE

- A. If an interest insured under this policy is covered by other insurance that attached prior to the coverage provided by this policy, then this Company shall be liable only for the amount in excess of such prior insurance; the Company to return to the Assured premium equivalent to the cost of the prior insurance at this Company's rates.
- B. If an interest insured under this policy is covered by other insurance that attached subsequent to the coverage provided by this policy, then this Company shall nevertheless be liable for the full amount of the insurance without right to claim contribution from the subsequent insurers.
- C. Other insurance upon the property of same attaching date as the coverage provided by this policy shall be deemed simultaneous, and this Company will be liable only for a ratable contribution to the loss or damage in proportion to the amount for which this Company would otherwise be liable under this policy, and will return to the Assured an amount of premium proportionate to such reduction of liability.

68. SMALL CLAIMS EXPEDITING PROCEDURE

It is agreed by these insurers that they will waive further investigation into the facts and circumstances of losses under this policy provided that the final amount claimed falls below \$5,000 and the following copies or originals of documents are provided:

- Bill of lading, way bill, airway bill, other type of transport document or warehouse receipt, if applicable. If a total loss, then originals are required.
- Commercial invoice demonstrating value of shipment, terms of sales and insurable interest of the claimant.
- Insurance certificate if issued.
- Delivery record or receipt, credit memo or other document / report / confirming condition of goods on delivery in the case of damage / shortage showing damage / loss occurred. It may be the waybill itself which reflects this.
- Claim statement detailing how claim amount is calculated less any recovery eventually received from the carrier or salvage received for the damaged item(s).



Such items will be paid within the span of ten (10) working days after receipt of all documentation by our Claims Department.

No subrogation action will be undertaken by underwriters for these cases. Any recovery obtained by the assured shall be returned to underwriters on a pro rata basis.

Underwriters reserve the right to audit the Assured's claim files upon thirty (30) days' written notice.

Underwriters may deviate from this expediting procedure at their sole discretion.

INSPECTION AND AGENCY CLAUSES:

69. INSPECTION OF RECORDS

The Company, or its agents, shall have the privilege, at any time during business hours while this policy is in force and within twelve (12) months after its termination, to inspect the records of the Assured as respects shipments and/or risks falling within the scope of this policy.

70. BROKERS CLAUSE

A. It is understood and agreed that for the purposes of the insurance, the Assured's Broker of Record is:

**BAS INSURANCE AGENTS LLC
4445 EASTGATE MALL SUITE 200,
SAN DIEGO, CA 92121**

B. It is a condition of this policy, and it is hereby agreed, that the Assured's brokers, or any substituted brokers, shall be deemed to be exclusively the agents of the Assured and not of this Company in any and all matters related to, connecting with or affecting this insurance. Any notice given or mailed by or on behalf of this Company to the said brokers in connection with or affecting the insurance provided under this policy, or its cancellation, shall be deemed to have been given to the Assured.

IN WITNESS WHEREOF, The Company has executed and attested these presents, but this policy shall not be valid unless countersigned by a duly authorized Representative of the Company.

Tanya E. Kent, Secretary
National Union Fire Insurance Company
of Pittsburgh, Pa.

Donald Bailey, President
National Union Fire Insurance Company
of Pittsburgh, Pa.

Countersigned at , New York

This September 5, 2024

Signed by _____
Company's Authorized Representative (LA)