

MARINE CARGO INSURANCE
ANNUAL POLICY

POLICY REFERENCE: 17/Un/1/001219/EUR

TYPE: MARINE CARGO ANNUAL COVER

INSURED: Logistics 123, UAB,
Sodu g. 10 – 205, Skaidiskes, Vilniaus raj.

PERIOD: Effective From: 21st July 2017 until 20th July 2018
Both at 00:01 Local Standard Time at the address of the Insured

CANCELLATION
CLAUSE: This open cover may be cancelled by either Underwriters or the Assured by giving 30 days' notice in writing, but risks covered by the Institute War Clauses may be cancelled at 7 days' notice and the risks covered by the Institute Strikes Clauses may be cancelled at 7 days' notice or at 48 hours' notice in respect of shipments to or from the United States of America. Notice shall commence from midnight of the date when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

CONVEYANCE: Any means of conveyance by Land, Sea or Air

**SITUATION/
TERRITORIAL** Worldwide excluding War
95% of movement are from EU to Moscow via road (mostly from Vilnius to Moscow)

LIMITS: 2% USA – EU/CIS
2% ASIA (Middle East) usually via AIR
1% rest of world

INTEREST: Board games, and other games (gaming equipment)
Bowling machinery and equipment
Breathing masks, and medical instruments for breathing or other medical equipment
Clothes (not branded clothing, less than 5%)

BASIS OF CIF + 10% (up to a maximum of 110% invoice value)

**VALUATION AND
LOSS SETTLEMENT:**

LIMITS: Annual cargo volume 2017, estimated Eur 7,000,000
Max. Limit per shipment Eur 300,000

CONDITIONS: As attached



Acis Cargo Underwriting Agency Limited
9th FLOOR, 40 LIME STREET,
EC3M 7AW, LONDON, UK
Registered in England & Wales No. 4778918
Registered Address 8 Northumberland Gdns, Bickley, Kent BR1 2XD
Authorised and regulated by the Financial Conduct Authority (FCA) and
entered in the FCA register under firm reference No. 3112944294

DEDUCTIBLE: Eur 300.00 each and every loss

SUBJECTIVES:

Sanctions Checked Consignees are only. If there is any sending to an entity that has not been cleared, there will be NO cover.

ООО «LFR»

30, Centralnaya st., Volodarsky
estate
Leninsky district, Moscow region,
142713
Russian Federation

ООО KIDS PLAY

SEVERNAYA PROM ZONA, VIDNOE
RUS 142700 MOSCOW
RUSSIAN FEDERATION

PALOMA TC GROUP

UL.VVEDENSKOGO, 1 STR.1
00000 - 117342 MOSCOW
RUSSIA

ЗАО "ИНТЕРСЕДЖИКАЛ" (РОССИЯ)
ВАРШАВСКОЕ ШОССЕ Д.26 СТР.11
МОСКВА 117105, РОССИЯ

Translate: Intersurgical, UAB sub:

ООО «Настольные игры - Стиль Жизни», ИНН 7713717876, КПП 773001001
121087, г. Москва, Береговой пр., д.7, к.1, офис 1
Translate: Lifestyle Boardgames Ltd.
Postal address: Russia, 121087, Moscow, Beregovoy proezd 7-1, office 1.
Tel./Fax: +7 495 510 0539

CHOICE OF LAW & JURISDICTION:

This insurance shall be governed and construed in accordance with the Law of the Lithuania and each party agrees to submit to the exclusive Jurisdiction of the Lithuania.

PREMIUM/ RATE:

0.09% on Shipment Value
Minimum premium per shipment at Eur 10.00
All rates are inclusive of War and SRCC as applicable.

PAYMENT TERMS:

Monthly payment as per declarations

TAXES:

None



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**RECORDING,
TRANSMITTING
AND STORING
INFORMATION:**

ACIS Cargo Underwriting Agency Ltd may maintain all risk, claim data and information files and documents in relation to this insurance electronically and where done so these files and documents shall be regarded with the same legal affect as the original files and documents.

**INSURER
CONTRACT
DOCUMENTATION:**

This document details the contract terms entered into by the Insurer(s) and constitutes the contract document.
Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.

SECURITY DETAILS

Insurer's Liability: (RE)INSURERS SEVERAL LIABILITY CLAUSE

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

SECURITY 100% - A Rated –
United Insurance Ltd

ORDER HEREON: 100% of 100%

**BASIS OF WRITTEN
LINES:** Percentage of whole

The Underwriters want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

PREMIUM PAYMENT CLAUSE

The Insured undertakes that premium will be paid in full to underwriters within 30 days of issue date of monthly declarations of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 60th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.



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PRIVACY POLICY STATEMENT

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INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

Information contained in applications or other forms that you submit to us, such as name, address, and social security number

Information about your transactions with our affiliates or other third-parties, such as balances and payment history

Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

CONDITIONS OF INSURANCE

ACIS General Policy Wording to apply as per <https://www.aciscargo.com/freight-forwardercargo/conditions-2009/>

Institute Cargo Clauses (A) 2009

Institute War Clauses (Cargo) 2009

Institute Strikes Clauses (Cargo) 2009

Institute Classification Clause 2009

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic

Weapons Exclusion Clause CL370 10/11/03

Institute Cyber Attack Exclusion Clause CL380 10/11/03

Institute Replacement Clause Cl.161 1/1/34

Cargo Cancellation Clause

Brokers Cancellation Clause

Termination of Transit Clause (Terrorism) JC2001/056

War and/or Strikes Premium Clause

Cargo ISM Endorsement

Sanctions Limitation and Exclusion Clause JC 2010/014

Excluding Mysterious Disappearance and stocktaking losses at consolidation points/storage

Warranted professionally packed to withstand the normal rigors of transit

Conditions:

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide and benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America JC2010/014 11 August 2010.

REPLACEMENT CLAUSES

Subject to the Institute Replacement Clause CL 372 dated 1.12.08 and/or

Secondhand Replacement Clause as below, as applicable

INSTITUTE REPLACEMENT CLAUSE

Subject to the Institute Replacement Clause Proportional Valuation CL 373 1.12.08

INSTITUTE REPLACEMENT OBSOLETE PARTS CLAUSE

Subject to the Institute Replacement Clause Obsolete Parts Endorsement CL 023 1.12.08

INSTITUTE CLASSIFICATION CLAUSE

This insurance is subject to the Institute Classification Clause CL 354 dated 1.1.2001

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION. CL 370 (10.11.2003)

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE CL380 (10.11.2003)

INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

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

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1

ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

1.2

the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

1.3

any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4

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.

NON CONTRIBUTION CLAUSE

This insurance does not cover any loss or damage which at the time of happening of such loss or damage is insured by or would but for the existence of this Policy, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this Insurance not been effected.

UNPACKED / UNPROTECTED ITEMS

Excluding Rust, Oxidisation, Discoloration, Wetting, Staining, Scratching, Bruising, Chipping, Denting, Marring and the Cost of Repainting as applicable.

ITEMS IN NON- WATERPROOF CRATES OR PACKAGING

Excluding Rust, Oxidisation, Discoloration, Wetting, Staining and the Cost of Repainting as applicable.

USED GOODS

Excluding Rust, Oxidisation, Discoloration, Wetting, Staining, Scratching, Bruising Chipping, Denting, Marring and the Cost of Repainting as applicable unless caused by an Insured peril and there is evidence of external damage.

Subject to the Institute Replacement Clause CL 372 dated 1.12.08 and/or subject to the Institute Proportional Valuation Clause 373 dated 1.12.08.

In the event of a claim arising under this either the Institute Replacement Clause or the Institute Proportional Valuation Clause this insurance is only to pay such proportion as the insured value bears to the cost of the goods when new.

Warranted spare parts available

RECONDITIONED GOODS

Institute Proportional Valuation Clause 373 dated 1.12.08

ELECTRICAL AND MECHANICAL DERANGEMENT

Excluding loss or damage due to mechanical, electrical or electronic breakdown or derangement unless caused by a peril insured against under the terms of this policy and there is evidence of external damage.

PAIRS AND SETS CLAUSE

Where any insured item consists of articles in a pair or set this policy is not to pay more than the value of any particular part or parts which may be lost without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of such pair or set.

PROCESS CLAUSE

No claim to attach hereto for damage to property insured which may be sustained whilst the same is in use and/or whilst being worked upon and directly resulting thereon

TEMPERATURE VARIATION

Excluding any loss, damage or change in the nature of the subject matter insured caused by variation in temperature unless caused by a peril insured under the terms of the Institutes Cargo Clauses (B)CL383 1.1.09

DRIED FOODSTUFFS IN BAGS & SACKS

Excluding Heating and Sweating
Excluding Infestation arising from weevil, grub or web
Excluding Rejection Risks
Excluding any Natural loss in Weight
Warranted Current Season's crop only

PIPES, COILS and STEEL STRUCTURES

Excluding twisting, bending and distortion absolutely.

GENERAL AVERAGE

This insurance covers General Average and Salvage Charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice (or, if there is no contract of affreightment, according to Foreign Statement or to York - Antwerp Rules) incurred to avoid or in connection with the avoidance of loss from any cause except those specifically excluded herefrom.

For the purpose of Claims for General Average contributions and Salvage Charges recoverable hereunder, the subject matter insured shall be deemed to be insured for its full contributory value.

General Average deposits shall be payable on production of General Average deposit receipts.

INSOLVENCY AMENDMENTS CLAUSE

Exclusions 4.6 of the Institute Cargo Clause (A), Institute Cargo Clauses (B), Institute Cargo Clauses (C) and Exclusions 3.6 of the Institute War Clauses (Cargo) and the Institute Strikes Clauses (Cargo) are amended to read:

"Loss or damage or expense caused by insolvency or financial default of the Owners, Managers, Charters or Operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Insured is aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal completion of the voyage.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought

or agreed to buy the subject-matter insured in good faith under a binding contract". This amendment applies to all goods shipped on Conference Line Vessels.

LABELS CLAUSE

In case of damage affecting labels, capsules or wrappers the Insurers, if liable therefore under the terms of this Policy, 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 the insurers be liable for more than the insured value of the damaged merchandise.

CUTTING CLAUSE

If Goods are damaged by an Insured Peril but are reasonably useable if cut to a shorter length we will only pay to you the value of the damaged part cut off and will receive the benefit of any salvage on the cut off part.

CARGO I.S.M. ENDORSEMENT (JC98/019 DATED 1st MAY 1998)

CARGO ISM FORWARDING CHARGES CLAUSE JC98/023 4th JUNE 1998

Without additional premium applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 1st July 1998 to shipments on board:

(1)
passenger vessels transporting more than twelve passengers, and

(2)
oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more.

Applicable with effect from 1st July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gt or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not I.S.M. Code certified or whose owners or operators do not hold an I.S.M. Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware:

(a)
Either that such vessel was not certified in accordance with the I.S.M. Code.

(b)
Or that a current Document of Compliance was not held by here owners or operators.
As required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

COMPUTER MILLENNIUM EXCLUSION CLAUSE (CARGO) JC97/077 9th SEPTEMBER 1997

In no case shall this insurance cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use

or operation of any computer, computer system, computer software, programme, or process or any electronic system where such a loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of

(i)
the date change to the year 2000 or any other date change and/or

(ii)
any change or modification of or to any such computer, computer system, computer software, programme or process or any electronic system in relation to any such date change.

CHANGE OF DESTINATION / DEVIATION / DELAY

In case of voluntary change of destination and/or deviation and/or delay within the Assured's control, the insured goods are held covered hereunder subject to the Assured reporting, as soon as possible, all such events to ACIS Cargo Underwriting Agency Ltd

In case of short shipment in whole or part by the vessel reported for insurance hereunder, Insurers agree to hold the Assured covered against the risks insured hereunder until arrival at the final destination to which the goods are insured or until the goods are no longer at the risk of the Assured, whichever may first occur.

DECONSOLIDATION AND UNPACKING COVERAGE

It is hereby understood and agreed that this policy is extended to cover, subject to its terms and conditions, goods and/or merchandise which have been or will be covered under this policy for the import or export voyage owned by the Assured or held by the Assured in trust or otherwise held or sold, or on joint account with or belonging to others, and for which the Assured can be liable while temporarily customs or elsewhere while awaiting shipment consolidation, repacking and other preparations for export or entry, including storage pending commencement of transit to final insured destination, for a period not exceeding 30 (thirty) days. Held covered beyond 30 (thirty) days at premiums to be agreed.

This extension of coverage shall not apply to goods and/or merchandise for which a charge has been made by the Assured or his agent for temporary storage.

The insurance afforded by this endorsement shall be excess insurance over any other valid and collectable insurance available to the insured.

RETURN SHIPMENTS CLAUSE

This Policy of insurance is extended to cover, at Policy terms and conditions, shipments of returned goods which have not been delivered to the final consignee and which have been continuously covered hereunder, provided such goods remain in their original approved overseas packing and the Assured warrants to report all such shipments as soon as practicable after they have knowledge of the refusal.

Shipments returned to the Assured by the consignee shall be subject to the same terms, conditions and rate under which such shipments were insured under this Policy while in transit to such consignees.

Returned merchandise other than as defined above is insured subject to the Institute Cargo Clauses (C) CL384 1.1.09 at rates to be agreed by ACIS Cargo Underwriting Agency Ltd

CRAFT CLAUSE

Including transit by craft and/or lighter to and from the vessel. Each craft and/or lighter to be deemed a separate insurance. Also to cover any special or supplementary lighterage. The Assured are not to be prejudiced by any

agreement exempting lightermen from liability.

ON DECK SHIPMENTS

For the purpose of this Policy, "On Deck" shipments in containers, shall be considered as "Under Deck" shipments. All other shipments carried "On Deck" and subject to On Deck Bill of Lading are insured subject to Institute Cargo Clause (C) CL384 1.1.09 including Jettison and Washing Overboard or as separately agreed by ACIS Cargo Underwriting Agency Ltd

SUE AND LABOUR CLAUSE

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary to and for the Insured, his or their factors, servants and assigns, to sue, labour and travel for, in and about the defense, safeguard and recovery of the said goods and merchandise, or any part thereof, without prejudice to this insurance, to the charges whereof, Insurers will contribute according to the rate and quantity of the sum hereby insured; nor shall the acts of the Insured or Insurers, in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of abandonment.

CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE (CARGO) JC2000/002

The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance hereunder. Neither this nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder.

This clause shall not affect the rights of the Assured (as assignee or otherwise) or the rights of any loss payee.

DELIBERATE DAMAGE POLLUTION HAZARD CLAUSE

This insurance is also extended to cover, but only while the subject-matter insured is on board a waterborne conveyance, loss of or damage to said property 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 property insured would have sustained physical loss or damage as a direct result of such accident or occurrence.

This clause shall not increase the Limits of Liability provided for elsewhere herein.

OTHER INSURANCE

In the event that the Assured shall also have placed specific insurance at any location covered hereunder, this insurance shall only be held for the excess amount of loss over that which shall be collectible from other insurance.

WAREHOUSING/ FORWARDING CHARGES

Notwithstanding any average warranty contained herein, Insurers agree to pay any landing, warehousing, forwarding or other expenses and/or particular charges should same be incurred, as well as any partial loss arising from transshipment. Also to pay the insured value of any package, piece or unit totally lost in loading, transshipment and/or discharge.

Also to pay for any loss or damage to the interest insured which may be reasonably attributed to discharge of cargo at port of distress.

LETTERS OF CREDIT CLAUSE

Where the Assured is obliged to arrange insurance in accordance with any instructions contained in a Letter of Credit such cover is granted hereunder, provided it does not exceed the existing provisions of this contract wording or held

covered at a premium and terms to be agreed.

Notwithstanding the above and irrespective of the Letter of Credit requirements the interest of the Assured named herein shall always be protected hereunder against all the risks covered by this contract wording.

SOUTH AFRICA INLAND TRANSIT DEDUCTIBLE CLAUSE

Any transit within South Africa is subject to a 10% of shipment value deductible in respect of hijack losses.

COLUMBIA INLAND TRANSIT DEDUCTIBLE CLAUSE

Any transit within Columbia is subject to a 10% of shipment value deductible in respect of theft pilferage hijack or any attempt thereat, shortage or non delivery.

CERTIFICATE CLAUSE

Notwithstanding the conditions of this contract, it is agreed that certificates and/or policies may be issued hereunder to the Assured to comply with the insurance requirements of any letter of credit and/or sales contract concerned, provided the cover required is not wider than that provided by the current contract wording. In the event that wider coverage is required, prior agreement of ACIS Cargo Underwriting Agency Ltd is to be obtained at an additional premium to be agreed.

If the conditions which appear on the certificate are wider than the conditions given by the wording or given by ACIS Cargo Underwriting Agency Ltd the Assured remains liable for the difference between these conditions.

HELD COVERED

It is necessary for the Insured or their Representatives or their Agents, when they become aware of an event which is held covered under this insurance, to give prompt notice to the Insurers via their representatives or agents.

Cargo Accumulation Clause

Should there be an accumulation of the subject matter insured whilst in transit beyond the conveyance limits expressed in this insurance by reason of any interruption of the transit beyond the control of the insured and/or by reason of any casualty and/or at a transshipping point and/or on a connecting vessel or conveyance it is agreed that this insurance shall attach for the full amount at risk subject to insurers' liability being limited to a maximum of 200% of the relevant conveyance limit provided notice is given to insurers as soon as practicable by the insured of such accumulation.
JC2012/010 21 December 2012

Theft Exclusion

Exclude theft by the driver (or any employee) Exclude theft from unattended carrying conveyance

Rights of Subrogation

We are entitled to exercise any rights you or any assignee may have against anyone else in relation to the subject matter insured for which we have settled a claim under this policy. You, or anyone else entitled to claim under this policy, must cooperate fully with us in exercising those rights and must give us any information or assistance we may require

Duty of Disclosure

This contract of insurance will be governed by either the Insurance Contracts Act 1984 (Cth) or the Marine Insurance Act 1909 (Cth).

Duty of Disclosure under the Insurance Contracts Act 1984

Before you enter into a contract of general insurance with us, you have a duty under the Insurance Contracts Act 1984

(Cth) to disclose to us every matter you know, or could reasonably be expected to know, is relevant to our decision whether to insure you and, if so, on what terms. This applies to all persons to be covered under this contract of insurance.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of general insurance. This duty however, does not require disclosure of a matter that:

diminishes the risk to be insured;

is of common knowledge;

we know or in the ordinary course of our business we ought to know;

we indicate to you that we do not want to know.

Duty of Disclosure under the Marine Insurance Act 1909

Your attention is drawn to Sections 23 to 27 of the Marine Insurance Act 1909 (Cth) and, in particular, that any contract of marine insurance is based on utmost good faith and in the absence of such good faith, may be avoided. Further, you have an obligation to disclose to us every material circumstance which is known to you and/or which in the ordinary course of business ought to be known to you. Every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether they will take the risk. If there is a failure to make such disclosure, we may avoid the contract.

Non-disclosure or Misrepresentation

If the insured makes a misrepresentation to us, or if they do not comply with this duty of disclosure and we issue the policy with terms and conditions that are different to the terms and conditions that would have been issued had there not been any misrepresentation, or the insured's duty of disclosure had been complied with, then:

we may reduce the cover provided so that we are placed in the same position as we would have been in, had there not been any misrepresentation and the insured's duty of disclosure had been complied with; and

we may also cancel the policy; or

we may treat the policy as if it never existed if the misrepresentation or the non-compliance with the insured's duty of disclosure was fraudulent.

SURVEY AND CLAIM SETTLEMENT

In the event of loss or damage which may involve a claim under this policy, immediate notice of such loss or damage should be given to ACIS Cargo Underwriting Agency Ltd or the Surveyor named in the Certificate.

When submitting a claim under this policy the following documents should be forwarded:

1.
A copy of the Certificate of Insurance (or quote the Certificate number).
2.
The Original or Copy shipping invoices, together with shipping specification and/or weight Notes.
3.
The Original bill of lading and/or Contract of Carriage.
4.
The Survey Report, or other documentary evidence to show the extent of the loss or damage.
5.
The landing account and weight notes at final destination.

6.

All correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY PREJUDICE ANY CLAIM UNDER THIS POLICY.

SURVEY CLAUSE

A survey may not be required on claims unlikely to exceed \$2,000 or equivalent in any other currency.

LIABILITY OF CARRIERS BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

1.

To claim immediately on the Carriers, Port Authorities or other Bailees for any missing package.

2.

In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.

3.

When delivery is made by container, to ensure that the container and its seals are examined immediately by their responsible official. If the container is delivered damaged or with seals broken or missing or with seals other than stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

4.

To apply immediately for survey by Carriers' or other Bailees, Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.

5.

To give notice in writing to the Carriers or other Bailees within three days of delivery if the loss or damage was not apparent at the time of taking delivery.

Note: The Consignees or their agents are recommended to make themselves familiar with the regulations of the Port of Authorities at the port of discharge.

NOTE: FURTHER CLAIMS INFORMATION & CLAIMS PROCEDURES CAN BE FOUND UNDER THE 'CLAIMS INFORMATION' SECTION OF THIS WEBSITE.

SERVICE OF SUIT CLAUSE

This insurance is subject to the Institute Service of Suit Clause (USA) CL 355 dated 1/11/92

TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:

either

- 1.1 As per the transit clauses contained within the Policy,
or
1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein,
which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or
distribution,
or
1.4 in respect of marine transits, on the expiry of 30 days after completion of discharge overseas of the goods hereby
insured from the overseas vessel at the final port of discharge,
1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at
the final place of discharge,
whichever shall occur first

If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following
on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course
of that transit terminating again in accordance with clause 1.

This clause is subject to English law and practice.

Including Data Privacy Clause (s) as follows as applicable in each jurisdiction:

DATA PROTECTION ACT 1998 NMA2863 22/06/00 (for UK risks)

Or

LLOYD'S PRIVACY POLICY STATEMENT LSW 1135B 06/03 9FOR USA RISKS

or

EQUIVALENT FOR OTHER COUNTRIES.

E.U DISCLOSURE CLAUSE (UK) NOTICE TO THE PROPOSER/ASSURED -LSW 1002 02/99

INFORMATION WE COLLECT

We collect non-public personal information about you from the following sources:

(a)

Information we receive from you on applications or other forms;

(b)

Information about your transactions with our affiliates, others or us; and

(c)

Information we receive from a consumer-reporting agency.

INFORMATION WE DISCLOSE

We do not disclose any non-public personal information about you to anyone except as is necessary in order to provide
our products or services to you or otherwise as we are required or permitted by law (e.g., a subpoena, fraud
investigation, regulatory reporting, etc.).

CONFIDENTIALITY AND SECURITY

We restrict access to non-public personal information about you to our employees, our affiliates employees or others
who need to know that information to service your account. We maintain physical, electronic, and procedural

safeguards to protect your non-public personal information.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information in our possession.

CONTACTING US

If you have any questions about this privacy statement or would like to learn more about how we protect your privacy, please contact the agent/broker who handled this insurance. A more detailed statement of our information privacy practices is available upon request.

Notwithstanding the foregoing all insurances bound hereunder include the following clauses, which will remain in force until midnight 31st December 2014.

Termination of Transit Clause (Terrorism) JC2001/056.

Terrorism Risks Insurance Act 2002 (TRIA). All insurances quoted/bound hereunder, where applicable, shall include the following clauses, as appropriate:

- 1) JC2003/020A - United States Terrorism Risk Insurance Act - (Quotation wording).
- 2) JC2003/020B - United States Terrorism Risk Insurance Act - (Additional Premium).
- 3) JC2003/020C - United States Terrorism Risk Insurance Act - (Acts of Terrorism already included).
- 4) JC2003/020D - United States Terrorism Risk Insurance Act - (Declinature wording).

Following recent US legislation regarding the Terrorism Risk Insurance Act 2002 (TRIA) we are obliged to inform you that in respect of transits to or from the United States of America the actual rate allocated to that of Terrorism Insurance Coverage has been included at a rate of 0.01% which represents a portion of the total transit rate including that of War and Strikes rates ruling.

Liability Notice 08/94 LSW 1001 (Insurance)

Institute Clauses

The Institute Clauses referred to herein are those current at the commencement of this Agreement but should such clauses be revised during the period of this Agreement and provided that Underwriters shall have given at least 30 days' written notice thereof then the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the said notice. This provision shall apply to this Agreement and to any open cover granted by ACIS Cargo Underwriting Agency Ltd.