

TRANSVORA UAB

MUS LOGISTICS PROTECTION
INSURANCE POLICY NO
2017 11721

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INSURANCE POLICY

TRANSVORA UAB, COMPANY NO 302497422

Topolių g.2, LT-54136 Raudondvaris, Lithuania

Date of Issue:

June 13, 2017

INSURANCE POLICY

MUS LOGISTICS PROTECTION

REFERENCE NO. 2017 11721

1. POLICY FORM

MUS Logistics Protection, version May 1, 2015

2. PERIOD OF INSURANCE

12 months commencing on 00:00 GMT+2 on July 01, 2017

3. ASSURED, JOINT ASSUREDS AND CO-ASSUREDS

3.1 ASSURED

TRANSVORA UAB

Topolių g.2, LT-5436 Raudondvaris, Lithuania

3.2 JOINT ASSURED

None

3.3 CO-ASSURED

None

4. INSURANCE BROKER

BALTO LINK UADBB

Vytauto pr. 32-407, LT-44328 Kaunas, Lithuania

5. INSURED OPERATIONS AND SERVICES

5.1 MAIN OPERATIONS AND SERVICES

☐ Road haulage	NO
✓ Freight forwarding	YES
□ NVOCC	NO
☐ Rolling stock operator	NO
☐ Warehousing (as the main contractor)	NO
☐ Others (full details):	NO

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5	2	ANCILL	ARY	PER	ATIONS	AND	SERVICES

☐ Ship agent	NO
☐ Liner agent	NO
□Others (full details)	NO

6. APPROVED CONTRACTS

Warranted that the Assured, Joint Assureds and Co-Assureds do business under the following contracts, terms and conditions:

- 1) General Conditions of the Nordic Association of Freight Forwarders (NSAB 2000), as may apply, but warranted this insurance will not respond to any claims referring to §27.C.3. (duty to insure on storage);
- Convention on the Contract for the International Carriage of Goods by Road (CMR);
- 3) Any written contract under which the Assured (etc) does not accept greater liability than in accordance to one of the above mentioned conditions;

By derogation of § 4.1.2 of MUS Logistics Protection general insurance conditions liability under any other terms, contracts or conditions or any wider liability than according to contracts mentioned above is strictly excluded under this contract of insurance, unless such terms, contracts or conditions were seen and approved by Insurers in writing.

7. TRADING LIMITS

7.1 TRANSPORT OPERATIONS

Zone 4 as per § 3.1 of MUS Logistics Protection general insurance conditions (definitions): Europe + CIS countries

7.2 CARGO HANDLING FACILITY

Not insured

8. RISKS INSURED, LIMITS AND DEDUCTIBLES

Cover under this policy only applies to the risks which are specified as "Insured" in the Schedule hereafter.

The numbers mentioned in this Schedule refer to the numbers of the paragraphs of the MUS Logistics Protection general insurance conditions.

RISKS:	INSURED Yes/No	LIMITS	DEDUCTIBLES
GENERAL LIMITS AND DEDUCTIBLES	-	€ 300,000 any one accident or occurrence and € 500,000 in all during the policy period	€ 750 any one accident or occurrence
		Special limits:	Special deductibles:
4.1 Liability in respect of customers	YES		
1) Contractual liability for cargo	YES		€ 1,500 any one accident or occurrence in respect of claims related to carriage or handling of white or any other consumer electronic goods and temperature controlled cargo



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Professional liability for errors and omissions	YES	€ 200,000 any one accident or	Subject to a separate and additional deductible of	
3) Consequential financial loss	YES	occurrence	€ 500 any one accident or occurrence	
4.2 Legal liability in respect of third parties	NO			
1) Liability for damage to property	NO			
2) Liability for bodily injuries	NO			
4.3 Liability for increased contractual obligations	NO			
4.3.1 Liability in respect of declared value (ad valorem)	NO			
4.3.2 Liability in respect of delay in delivery	NO			
4.4 Liability caused by gross negligence	YES	€ 100,000 any one accident or occurrence and in all for the period of this insurance	€ 2,500 any one accident or occurrence	
4.5 Liability for containers and trailers	NO			
1) Liability for containers	NO			
2) Liability for trailers	NO			
4.6 Liabilities for tax and duty	YES			
4.6.1: Liability for tax and duty	YES	€ 100,000 any one accident or occurrence	Subject to a separate and additional deductible of € 500 any one accident or occurrence	
4.6.2: Liability in respect of fines, taxes or similar fiscal charges imposed on the Assured	YES	€ 50,000 any one accident or occurrence and in all for the period of this insurance	€ 2,500 any one accident or occurrence	
4.7 Liability for accidental pollution	NO			
4.8 Liability in providing ship's or liner agency services	NO			
4.9 Costs	YES	Included in the limits	Not applicable	
4.10 Damage to rolling equipment	NO			

In case if more than one deductible can be applied any one accident or occurrence, it is agreed that only one highest deductible to apply.

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In case there are various claims presented to the Assured, which all are proximately the damaging consequences resulting from the same cause or generating circumstance only one deductible should apply to all claim cumulated together.

9. SPECIAL PROVISIONS

9.1 SURVEY FEES CLAUSE

In the event of the Assured complying with the instructions contained in this policy to call for a survey in respect of loss or damage which may result in a claim hereunder, it is hereby understood and agreed that reasonable expenses incurred and fees charged in respect of this survey and/or testing are for the Insurers account even though a claim may not subsequently result hereunder.

9.2 EXCLUDED MERCHANDISE

It is further agreed and understood that unless otherwise agreed with Insurers in writing and besides to specific cargoes listed in § 5.1.7 of MUS Logistics Protection general insurance conditions this insurance will not respond to any claims when the following cargoes are carried by the Assured:

- Hardware and software
- TV-sets
- Chewing gum
- Mobile phones
- Personal effects
- Yachts and pleasure craft
- Motor vehicles
- Alcohol and/or alcoholic beverages of any kind
- Tobacco and tobacco based products
- Project Cargo

9.3 SUBCONTRACTORS CLAUSE

It is a condition precedent of this insurance that the Assured will take all reasonable steps to check that all subcontractors employed by them has valid liability insurance and such insurance is in force during entire period of their employment.

Furthermore it is a duty of the Assured not to release their subcontractors from any liability and to safeguard rights of Insurers to present a proper recovery claims against any performing or contract carrier employed by the Assured.

Failure of the Assured to demonstrate that he acted as required under this clause will release Insurers from any liability under this policy.

9.4 TEMPERATURE-CONTROLLING EQUIPMENT WARRANTY

Warranted carriage of temperature controlled cargoes is performed only using temperature controlling units, which are operational separately from carrying vehicle.

10. PREMIUMS

10.1 PREMIUM AND ADJUSTMENT RATE

This insurance is subject to minimum and deposit premium of € 1,900 payable in four equal installments quarterly and adjustable on expiry at 0.19 % of gross freight receipts for the period of this insurance estimated at € 1,000,000.

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10.2 PAYMENT TERMS

Minimum and deposit premium payable in four equal installments:

€ 475.00 before July 15, 2017 € 475.00 before October 15, 2017 € 475.00 before January 15, 2018 € 475.00 before April 15, 2018

Other premiums due within 30 days of debit note issuance.

11. CLAIMS NOTIFICATION

All claims or circumstance, which may give rise to a claim under this policy, should be immediately notified to:

MARINE UNDERWRITING SERVICES, SIA

Baznīcas 4a, Riga LV 1010, Latvia

Tel: (371) 67-830-870 AOH: (371) 277-14-777

Email: claims@underwriting.lv

12. INFORMATION GIVEN TO UNDERWRITING AGENTS

This indication of insurance is based on information provided by the insurance broker by various emails on June, 2015

13. DISCLAIMER

This insurance is subject to true copy of the Assured's loss record with previous insurers during the last three years.

14. LAW AND JURISDICTION

Law:

As per § 6.15.1 of MUS Logistics Protection general insurance conditions.

Jurisdiction:

Latvia

15. INSURERS

100%

INTERNATIONAL INSURANCE COMPANY OF HANNOVER SE

Registered in Germany, Registration Number: HRB 211924 Address: Roderbruchstraße 26, 30655 Hannover, Germany

16. SIGNATURES

MARINE UNDERWRITING SERVICES SIA

ASSURED