

Policy No 436000349895

Insurance period: from 01 April 2024 00:00 to 31 March 2025 23:59

Insurer: Sopockie Towarzystwo Ubezpieczeń Ergo Hestia S.A.

Policyholder:

ROHLIG SUUS LOGISTICS SPÓŁKA AKCYJNA

NIP (Tax ID No): 123-09-93-241

UL. RÓWNOLEGA 4A, 02-235 WARSAW

Insured:

ROHLIG SUUS LOGISTICS SPÓŁKA AKCYJNA

NIP (Tax ID No): 123-09-93-241

UL. RÓWNOLEGA 4A, 02-235 WARSAW

Insurance Terms and Conditions:

International land, rail, and air cargo insurance

Subject of insurance:	Insurance of property in international transport
Basis for contract conclusion:	London Institute Clauses
Insured location:	according to additional provisions
Scope of insurance:	in accordance with the London Institute Clauses and additional provisions
Sum insured:	USD 5,000,000.00
Franchise:	integral of PLN 1,000

Additional clauses:

Total exclusion of damage caused by asbestos

Institute Replacement Clause 01/12/2008

Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Exclusion Clause 10/11/03

Institute Cargo Clauses (A)

Institute Cargo Clauses (Air) – excluding sendings by Post

Institute Strikes Clauses (Air Cargo)

Institute War Clauses (Air Cargo) – excluding sendings by Post

Institute Strikes Clauses (Cargo)

Communicable disease

Clause Specifying the Obligations of the Policyholder and the Procedure in the Event of Loss (BUMiT/CM/SZ)

Sanction clause

Termination of transit clause (terrorism) – JC2001/056

Insurable Interest Clause (BUMiT/CM/UI)

Cyber risk exclusion clause – LMA5403

Territorial scope (political risks)

International and domestic marine cargo insurance

Subject of insurance:	Marine cargo insurance
Basis for contract conclusion:	London Institute Clauses
Insured location:	according to additional provisions
Scope of insurance:	in accordance with the London Institute Clauses and additional provisions
Sum insured:	USD 10,000,000.00
Franchise:	integral of PLN 1,000

Additional clauses:

Total exclusion of damage caused by asbestos

Institute Classification Clause 1/1/2001

Institute Replacement Clause 01/12/2008

Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Exclusion Clause 10/11/03

Institute Cargo Clauses (A)

Institute War Clauses (Cargo)

Institute Strikes Clauses (Cargo)

Communicable disease

Clause Specifying the Obligations of the Policyholder and the Procedure in the Event of Loss (BUMIT/CM/SZ)

Sanction clause

Termination of transit clause (terrorism) – JC2001/056

Insurable Interest Clause (BUMIT/CM/UI)

Cyber risk exclusion clause – LMA5403

Territorial scope (political risks)

Cargo ISM Endorsement**Domestic land cargo insurance**

Subject of insurance:	domestic cargo insurance
Basis for contract conclusion:	London Institute Clauses
Insured location:	Republic of Poland
Scope of insurance:	in accordance with the London Institute Clauses and additional provisions
Sum insured:	USD 3,000,000.00
Franchise:	integral of PLN 1,000

Additional clauses:

Total exclusion of damage caused by asbestos

Institute Replacement Clause 01/12/2008

Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Exclusion Clause 10/11/03

Institute Cargo Clauses (A)

Institute Cargo Clauses (Air) – excluding sendings by Post

Institute Strikes Clauses (Air Cargo)

Institute Strikes Clauses (Cargo)

Institute War Clauses (Air Cargo) – excluding sendings by Post

Institute War Clauses (Cargo)

Additional provisions to the clause: This clause applies only to marine cargo.

Communicable disease

Clause Specifying the Obligations of the Policyholder and the Procedure in the Event of Loss (BUMiT/CM/SZ)

Sanction clause

Insurable Interest Clause (BUMiT/CM/UI)

Cyber risk exclusion clause – LMA5403

Territorial scope (political risks)

Additional provisions:**GENERAL PROVISIONS****§ 1**

1. This insurance contract is concluded for the benefit of third parties, hereinafter referred to as the Insured, who use the Policyholder's freight forwarding and transport services, i.e., persons entitled to compensation (having the insurable interest in respect of the subject of insurance at the time of loss) in accordance with the commercial contract, if it was concluded (it is confirmed that the cover also extends to cargo which is not accompanied by a sales contract).
2. The obligations arising from the conclusion of the insurance contract for the benefit of the Insured shall rest with the Policyholder and/or the Insured, while the Policyholder shall be obliged to pay the insurance premium.
3. The provisions of this contract shall take precedence over the provisions of the Institute Clauses referred to in the contract.
4. In addition to the provisions of the insurable interest clause, it is confirmed that the following persons are also entitled to compensation:
 - a) Policyholder
 - b) counterparty of the Policyholder's customer – if, on the basis of the terms and conditions of the commercial contract, the loss occurred after the risk of loss or damage to the cargo during transport passed onto the counterparty,
 - c) the Policyholder's customer, if at a given stage of transport it bears the risk of loss of or damage to the cargo,
 - d) any other entity acquiring rights and entitlement to compensation resulting from loss to the insured cargo as a result of taking over rights to the cargo (e.g. bank, leasing, assignee, as well as the Policyholder).
5. The Insurer confirms that:
 - a) if an erroneous Insured is entered on the iCargo platform, the compensation shall be paid to the entity which, on the basis of the terms and conditions of the commercial contract (or other documents, orders), bears the risk of loss or damage to property or covers the costs of loss,
 - b) it shall pay compensation also if the Policyholder is obliged to cover part or all of the costs/fees covered by the insurance contract (e.g. additional costs after the loss, such as disposal, clean-up, customs, VAT, excise, etc.) as a result of loss to the cargo, or if the documents show that the aggrieved party has been satisfied (e.g. by payment or deduction).

SUBJECT OF INSURANCE**§ 2**

1. The insurance covers cargo transported within the territory of the Republic of Poland and abroad (including cargo bypassing Poland, but only if the Insured is a Polish entity) in marine, rail, road, and/or air transport (including combined transport), which is the subject of a commercial contract (including arranging for the carriage of cargo between own facilities on the basis of an internal document; it is hereby confirmed that the insurance also covers cargo not accompanied by a sales contract), carried in the following transport relationships:
 - a) for independent land transport (not related to marine, rail or air transport): the whole world excluding Syria and Iran.
 - b) for other modes of transport: the whole world excluding Syria, Cuba, Sudan and Iran
 - c) for the risks of strike and war, territorial scope – the whole world, excluding the following countries: Abkhazia, Afghanistan, Angola, Armenia, Azerbaijan, Bolivia, Burundi, Chad, Czech Republic, Ecuador, Eritrea, Ethiopia, Guinea-Bissau, Haiti, Indonesia, Yemen, Iraq, Iran, Israel and the Palestinian Authority, Colombia, Congo (formerly Zair), North Korea, Lebanon, Liberia, Nigeria, Russia (Chechen Republic, Republic of Dagestan, the Republic of Ingushetia, the Republic of North Ossetia–Alania, the Kabardino-Balkarian Republic), Pakistan, Sierra Leone, Somalia, Sri Lanka, Sudan, Syria, Tajikistan, Eastern Ukraine Ivory Coast, Zimbabwe.
2. The cargo referred to in § 2 section 1 shall be transported exclusively by professional carriers or by a courier company throughout the entire transport route.
3. The following cargo is excluded from the contract:
 - 1) means of transport and parts thereof, carried by uncovered means of transport,
 - 2) live animals,
 - 3) works of art, objects of significant scientific, collector, or artistic value, philatelic collections, numismatic collections, etc.,
 - 4) specimens, models, prototypes,

- 5) cash/means of payment, cheques, promissory notes, etc. /
 - 6) platinum, gold, palladium, jewellery (except jewellery made of artificial materials), plywood, pearls,
 - 7) property carried as hand luggage,
 - 8) postal consignments (not applicable to courier items)
 - 9) cement, fishmeal,
 - 10) human carcasses and remains,
 - 11) cigarettes carried on land,
 - 12) cargo carried in bulk and on board the vessel, with the exception of cargo placed in containers,
 - 13) oversized cargo,
 - 14) chemicals, micro-organisms, toxins, which may be used in the manufacture of chemical, biological weapons,
 - 15) resettlement property,
 - 16) wood in the natural state, carried by uncovered means of transport
 - 17) hazardous cargo – ADR group I and VII.
4. It is agreed that at the written request of the Policyholder and with the consent of the Insurer, the property listed in section 3 items 1), 3), 11), 13), 15) may be covered by insurance, subject to the application of separate terms and conditions of insurance and the calculation of an additional insurance premium.

SCOPE OF INSURANCE

§ 3

1. The cargo specified in § 2 of the contract, which are the subject of insurance, shall be covered in accordance with:

- 1) for marine transport – full scope (all risk)
 - a) 1/1/09 Institute Cargo Clauses (A), excluding the risk of loading and unloading
 - b) 1/1/2001 Institute Classification Clause
 - c) ISM Endorsement
 - 2) for air transport – full scope (all risk)
 - 1/1/09 Institute Cargo Clauses (Air) (excluding sendings by Post),
 - 3) for land transport including railways – full range (all risk)
 - 1/1/09 Institute Cargo Clauses (A),
 - 4) 1/12/08 Institute Replacement Clause,
 - 5) 10/11/03 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause
 - 6) Cyber risk exclusion clause – LMA5403,
 - 7) Sanction clause
 - 8) Total exclusion of damage caused by asbestos
 - 9) Clause Specifying the Obligations of the Policyholder and the Procedure in the Event of Loss (BUMIT/CM/SZ)
 - 10) Insurable Interest Clause (BUMIT/CM/UI)
 - 11) Territorial scope (political risks)
 - 12) Communicable disease
2. Additionally, the insurance coverage is extended to cover loss to the cargo resulting from wars (air and marine) and strikes (in each mode of transport) on the terms and conditions of
- a) 1/1/09 Institute War Clauses (Cargo) – marine transport,
 - b) 1/1/09 Institute War Clauses (Air Cargo) (excluding sendings by Post)
 - c) 1/12/82 Institute War Cancellation Clause
 - d) 1/1/09 Institute Strikes Clauses (Cargo)
 - e) 1/1/09 Institute Strikes Clauses (Air Cargo)
 - f) Termination of transit clause (terrorism) – JC2001/056.

In all the Institute Clauses used, the wording of “LAW and PRACTICE” section is changed to “This insurance is governed by the laws and jurisdiction of Poland”.

3. Additional costs clause

Subject to the remaining provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that the insurance shall additionally cover the costs of collection of the consignment, studies, tests, and sorting in connection with the loss, subject to the limit of liability for these costs of PLN 200,000 for one and all events during the insurance period jointly. This action must be carried out with the consent of the Insurer.

4. Property clean-up/disposal clause

Subject to the other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that the insurance covers costs of post-loss clean-up, costs incurred by the Insured in order to minimise the effects of the loss, disposal, saving and securing property and remuneration of appraisers, sorting, repackaging of property, saving property, rental of a replacement car in order to deliver the cargo to the place of receipt or repair – an additional and independent limit of PLN 500,000 for one and PLN 1,000,000 for all events during the insurance period exceeding the sum insured. The above costs are also covered if incurred by the Policyholder or a third party acting on its behalf or at the request of the Insured.

5. Testing clause

Subject to the other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that only with the consent of the Insurer in justified cases, where the property has not been directly damaged as a result of the loss (or an event giving rise to the loss), but for reasons of technology/security it is necessary to thoroughly check the property in order to check/test it for possible damage, the costs of such tests shall be covered by the Insurer. This testing clause does not apply to post-loss testing costs that are included in the Additional costs clause.

6. Second-hand property insurance clause

Subject to the other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that, unless otherwise agreed, second-hand property shall be subject to insurance to the same extent as new property, however, the insurance excludes any loss consisting in loss of or damage to property resulting from the normal use of the insured property during the business activity conducted by the Insured.

7. Medication insurance clause

Subject to the other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that the insurance covers loss to the cargo of medication and drugs within the scope guaranteed in the insurance contract, including:

a) damage caused by failure to keep controlled temperature,

b) damage resulting from the so-called risk of "fear of loss" (loss resulting from the need to destroy medication by corporations due to the laws and regulations that accompany trade in medicinal products or failure to maintain control over the cargo).

If, during transport, control over the cargo is lost, such property may be, at the request of the Insured confirmed by an independent expert, deemed to have been damaged in its entirety regardless of the actual degree of damage or actual loss.

The Insurer confirms that it is liable for the loss related to medication and pharmaceutical products occurring during transport, resulting from failure to ensure the conditions and meet the requirements provided for in the Regulation of the Minister of Health of 13 March 2015 on the requirements of good distribution practice.

8. Clause on insurance of damaged property returned under a complaint

Subject to the other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that the property returned as part of the complaint is covered by insurance, but the burden of proof that the loss occurred in transport rests with the Policyholder.

9. Transport costs clause

Subject to the other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that the insurance coverage shall include the transport costs of the insured property transported to a place other than the place of destination specified in the consignment note, also in the event of termination of transport in accordance with clauses ICC A and ICC A (Air).

10. Clause on coverage in the event of early termination of transport

Subject to the other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that the insurance coverage shall also be retained in the event of early termination of the carriage in accordance with items 2, 9 and 10 of ICC A and ICC A (Air), until the property arrives at the destination or such other place as the insured may specify.

11. Omission clause

Subject to other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that it is possible for the Policyholder to overlook relevant information and not to provide it to the Insurer within the required deadline. If the omission is not caused by wilful misconduct or gross negligence of the persons representing the Policyholder, it shall not have a negative impact on the insurance coverage (it shall not be the basis for a refusal to pay compensation or limiting it), provided that the missing information is completed immediately after the omission is discovered.

12. Clause on demurrage of a crane or another load-carrying device

Subject to the other provisions of the insurance contract specified in the application and in the terms and conditions of insurance, it is agreed that the insurance covers the cost of demurrage of the crane due to delay in delivery of the cargo resulting from the loss to the cargo caused during transport or the cost of demurrage of the crane due to the loss caused during loading and unloading works. The limit of PLN 200,000 per one and all events in the insurance period. The corresponding exclusion in ICC (A) is therefore deleted.

13. Clause on the removal of recourse to Rohlig SUUS Logistics S.A.

Subject to the other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that the Insurer waives all rights of recourse against Rohlig SUUS Logistics S.A.

14. Clause on the costs of excise duty and VAT

Subject to the other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that the compensation shall also include the costs of excise duty and VAT.

15. Representatives clause

It is confirmed that the insurance coverage shall include losses caused by gross negligence and wilful misconduct, subject to exclusion of damage specified in Item 4.1 of the Institute Cargo Clauses (A) 1/1/09, the Institute Cargo Clauses (Air) – excluding sendings by Post 1/1/09 and other Institute Clauses referenced in the contract (however, the Insured/Assured in accordance with the above-mentioned clauses should not be understood as ROHLIG SUUS LOGISTICS S.A. or foreign companies related to/belonging to the Rohlig Suus Group).

16. Packaging clause

Subject to other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that within the limit of PLN 500,000 for any and all events during the insurance period, the insurance coverage shall include losses resulting from insufficient or improper packaging.

17. Clause on the transport of property after loss

Subject to the other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that the scope of insurance shall also cover the transport of property after the loss (e.g. a transport accident) to the consignee, consignor, or another place of storage of the damaged property, as well as further losses to property already damaged. The insurance also covers freight for these journeys.

18. Delay in delivery clause

Subject to the other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that:

1) The insurance coverage shall include the expenses incurred by the Policyholder directly as a result of delay in delivery resulting from damage events covered by clause "A" 1/1/09

2) The insurance coverage shall only include expenses which the Policyholder would not have incurred had the delay not occurred. Under no circumstances shall the insurance cover contractual penalties, lost profits, and consequential financial losses understood as a loss consisting in a change of the Policyholder's assets due to a loss of market, loss of profit, economic situation or occurrence of the loss, other than specified in item 1 of this clause, not resulting from the actual value of lost or damaged property.

3) A sub-limit of liability is introduced for the insured expenses referred to in item 1) in the amount of PLN 50,000 for any and all events during the insurance period.

19. Total loss clause

Subject to other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that the Insurer, within the sum insured sub-limit of EUR 500,000 for one and all events during the insurance period, shall cover the costs of remuneration of the appraisers appointed by the insurer or with its consent, in order to determine the circumstances of the event or the extent of the loss, and shall pay compensation for the goods, which, despite the absence of visible signs of the loss, according to an independent appraiser, due to its technical and operational characteristics or standards of use, become unsuitable for further sale or use in the production process.

20. Clause on costs of uncompleted logistics services

Subject to the remaining provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that the insurance coverage shall include the costs of unperformed logistics services consisting in: demurrage of the crane, demurrage of machines, cleaning of machines, organisation of express freight, and the work of people in these activities, unnecessarily incurred by the Insured in connection with the intention to relocate the consignment during loading, transshipment, or unloading, caused by delay in delivery resulting from the loss to the cargo during transport. The limit of PLN 50,000 per one and all events in the Insurance period.

21. OFAC Sanctions Clause

Subject to the other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that the Insurer shall not be liable for any loss and shall be exempt from any payments under the said policy, where the policyholder (insured) or the beneficiary under the policy is a national or government instrumentality of any country (countries) against whom an embargo or other form of economic sanctions has been established in accordance with the laws governing this policy. Furthermore, it is agreed and approved that no payments will be made to the beneficiary (beneficiaries) who cannot receive economic benefits in accordance with the laws governing this policy and/or applied to the insurer, its parent company, or the controlling entity. All other terms, conditions, and exceptions shall remain unchanged.

22. Clause on the disposal of foodstuffs

Subject to the other provisions of the insurance contract specified in the application and in the terms and conditions of insurance, it is agreed that the insurance covers the incurred and documented costs of the disposal of foodstuffs resulting from the laws and regulations, the requirements of quality systems in force at a given production plant, or failure to maintain control over the cargo. If, during transport, control over the cargo is lost, such property may be, at the request of the Insured confirmed by an independent expert, deemed to have been damaged in its entirety regardless of the actual degree of damage or actual loss. The limit of liability for this clause is set at PLN 250,000 for any and all events during the insurance period.

23. Constructive total loss clause

Subject to the other provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that the following shall also be considered a constructive total loss:

- damage to packaging, labels, to an extent which prevents the contents from being identified;
- situations where the subject of insurance is part of a larger whole, a kit, a set intended for sale or use, and is lost, damaged, and its repair or replacement is impossible or its cost is economically unjustified;
- impossibility to repack the goods in accordance with the standards of the insured in order for the subject of insurance to be marketed, or the amount of such costs is economically unjustified.
- cargo which cannot be recovered, e.g., cannot be accessed due to damage to the means of transport and/or premises where the subject of insurance was located in connection with the transport. Where the inability to access such cargo lasts for a minimum of 30 days.

For the costs incurred as a result of the above situations, a limit of liability of PLN 100,000 is introduced for any and all events during the insurance period. This clause shall not restrict the scope of insurance in relation to the provisions of the London Institute Clauses.

24. Constructive total loss clause – supplementary

Subject to the remaining provisions and terms and conditions of the insurance contract, not amended by this clause, the Parties agree that the coverage shall additionally cover the costs of detention and demurrage resulting from the loss to the cargo covered by insurance or resulting from other circumstances preventing the collection of a complete container or the return of an empty container from/to the specified place.

The limit of PLN 100,000 per one and all events in the insurance period.

25. Additional provisions

The scope of insurance additionally covers:

- 1) partially differently from the provisions of the Institute Cargo Clauses (A) 1/1/09 item 4.4, the scope is extended to include fractures, cuts, cracks, bends, scratches understood as losses resulting from, but not limited to, the natural properties of the goods, provided that the subject of insurance is properly packed and ready for transport – in accordance with the provisions of the Institute Cargo Clauses (A) 1/1/09 item 4.3 and other London Institute Clauses,
- 2) loss of cargo properties due to improper temperature during transport (e.g. unfreezing, refrigerating, freezing, overheating) as a result of failure of refrigerating equipment and damage to thermal insulation transport packaging, however, provided that:
 - a) the carriage temperature and type of conveyance (refrigerated vehicle) are specified in the carriage manual,
 - b) the cargo is correctly prepared for transport and the appropriate packaging is applied, in accordance with the provisions of the Institute Cargo Clauses (A) 1/1/09 item 4.3 and other London Institute Clauses,
- 3) the risk of moisture, mildew, contamination with bacteria and worms, provided that the cargo is correctly prepared for transport and the appropriate packaging is applied, in accordance with the provisions of the Institute Cargo Clauses (A) 1/1/09 item 4.3 and other London Institute Clauses,
- 4) the risk of fire and burglary, and other risks covered by insurance — during loading operations and during storage of cargo in the carriers' warehouses, forwarder, customs warehouses, etc., where storage is an element of the transport process,
- 5) the risk of theft and extortion of cargo by unauthorised persons, carriers/false carriers, or other subcontractors and entities involved in the transport process.

SUM INSURED AND LIMITS OF LIABILITY

§ 4

1. The sum insured shall be 110% of the value of the cargo (of which 10% shall be: profit if the Insured is the seller, or commercial costs if the Insured is the buyer) at the place and time of loading, as specified in the seller's (supplier's) invoice, and in the case of cargo, the carriage of which is not related to the performance of the sales contract – in another document stating its value.
2. The sum insured, subject to prior notification to the Insurer, may be increased by:
 - 1) transport costs to the place of destination (freight),
 - 2) customs duty or taxes in the country of destination, if the Insured is obliged to pay them (underinsurance up to 25% of the sum declared in this item is permissible),
 - 3) excise duty,
 - 4) freight costs of the insured property between a port/place other than the place of destination and the place of destination in the event of termination of the carriage in accordance with Clause 9 "Termination clause of the contract of carriage" ICC (A) 1/1/09. In such a case, the insurance coverage shall be automatically renewed until the property is delivered to the place of destination.
3. The sum insured is the top limit of the Insurer's liability.
4. The maximum sum insured per consignment is USD 1,500,000. The sum insured shall be increased by additional limits established by this contract, defined as applicable in excess of the sum insured.
5. The sum insured is determined according to the table of average exchange rates of the National Bank of Poland as at the date of declaring the cargo for insurance.
6. The acceptance of higher value property (for one consignment) for insurance purposes is possible upon obtaining the consent of the Insurer. For such cases, the Insurer may determine individual terms and conditions of insurance.
7. The maximum sum insured for cumulation of consignments in one transport medium is:
 - 1) USD 3,000,000 for air transport,
 - 2) USD 3,000,000 for land motor vehicle transport
 - 3) USD 5,000,000 for land rail transport
 - 4) USD 10,000,000 for marine transport.
8. If the insurance covers frozen meat and fish, the following shall apply:
 - a) limit of liability of PLN 1,000,000 per event for land cargo (domestic, international)
 - b) limit of liability of PLN 1,000,000 per consignment and USD 1,000,000 per event/consignment cumulation
9. If the sum insured for the consignment declared by the Policyholder or the maximum sum insured for the cumulation of consignments in a single mean of transport is lower than the actual value of this cargo calculated pursuant to sections 1 and 2 by more than 25%, the compensation payable shall be due in the proportion of the declared total sum insured for the consignments in a single mean of transport to the actual value of this cargo (proportionality principle).
10. The following shall apply to any loss considered under this contract:
 - a) deductible in the amount of: 10% of the amount of the loss, not less than PLN 1,000 for frozen meat and frozen fish
 - b) integral franchise in the amount of: PLN 1,000 for other losses

INSURANCE DECLARATIONS AND SETTLEMENT OF PREMIUM

§ 5

1. The cargo shall be declared for insurance via the iCargo platform owned by the Insurer each time by completing the insurance application.
2. In exceptional situations, e.g., a problem with access and/or operation of the iCargo platform, a declaration may be sent electronically to the insurance broker MAK Ubezpieczenia Sp. z o.o. in the form of a request (list of consignments) by the Policyholder, providing the following information for each consignment:
 - 1) the date of commencement of transport,
 - 2) name and address of the Insured,
 - 3) name and type of cargo,
 - 4) transport route,
 - 5) delivery base (for international shipments only),
 - 6) mode of transport,
 - 7) places of transshipment,
 - 8) invoice value,
 - 9) additional customs duties, taxes, and excise duties.
3. The insurance declaration must be submitted on the date of commencement of transport.
4. In the case of marine transport, the declaration shall be deemed to have been made timely if it was sent no later than 60 days from the date of departure of the vessel from the port of loading but before the completion of the transport operation.
5. In justified cases, it is allowed to declare cargo in air or road transport for insurance after the commencement of carriage, but always before its completion.
6. The fact of the Policyholder sending the application shall be tantamount to obtaining coverage for the cargo in question, provided that the value of the consignment does not exceed the limit set out in § 4 and/or the cargo is a group of goods covered by insurance (no exclusion for a given type of goods).
7. The Insurer shall send to the Policyholder, through MAK Ubezpieczenia Sp. z o.o., by the 15th day of each subsequent month, a list of cargo declared for insurance via the iCargo platform in applications sent by the Policyholder in a settlement month, in order to calculate the premium in accordance with § 7 section 1.
8. On the basis of the list referred to in item 6, the Insurer shall issue and transfer to the Policyholder, through MAK Ubezpieczenia Sp. z o.o., an appropriate bill within 5 days of the date of submission of the bill to the Policyholder.
9. The Policyholder is obliged to transfer the premium to the bank account indicated in the bill within 14 days of the date of issue of the bill by the Insurer.
10. With regard to a bank transfer, the moment of payment shall be deemed to be the moment of the Policyholder placing a direct debit (transfer order) instruction with the bank, provided that at the moment of the Policyholder placing the instruction, the bank account contains the amount of payment means appropriate to execute the instruction.

CORRECTIONS TO INSURANCE DECLARATIONS OF CONSIGNMENTS

§ 6

1. The Insurer agrees to send insurance declarations without stating the sum insured, provided that the sum insured may not exceed the sum specified in § 4 item 5 and 8. The sum insured shall be provided by the Policyholder at the same time as the Policyholder receives from the documents on the basis of which it will be possible to determine the sum the Insured, but no later than within 30 days from the date of declaring the consignment for insurance, but before the end of transport.
2. The Insurer agrees to adjust the sum insured in the declaration of the consignment within 7 days from the date of its insurance declaration, if the Policyholder made an erroneous declaration due to error or omission which did not result from wilful misconduct, and provided that the Policyholder did not learn about an event which could involve the Insurer's liability for damages resulting from the insurance of a given consignment.
3. In the case referred to in section 2, the Policyholder is obliged to present the received freight forwarding order, from which it follows that the sum insured specified in the declaration differs from the sum declared for insurance.

§ 7 [...]

TERM OF THE CARGO INSURANCE COVERAGE

§ 8

1. Cargo insurance coverage begins at the start of loading from the place of posting indicated in the order and ends at the end of unloading at the destination indicated in the freight forwarding order.
2. The insurance covers all stages of freight forwarding and transport operations during the ordinary course of transport, including loading and unloading, necessary transshipment and intermediate operations, and storage at the place of transshipment, which are carried out on a one-off basis for no longer than 60 days. At the individual request of the Policyholder, the Insurer may agree to extend the term to 90 days.

PERIOD OF INSURANCE AND THE INSURER 'S LIABILITY

§ 9

1. The insurance contract shall be valid from 1 April 2024 from midnight (start of the day) to 31 March 2025 until midnight (end of the day) for transports whose insurance coverage begins during that period.
2. With regard to a consignment whose insurance has already commenced, in accordance with the term of insurance coverage referred to in item 1, before the expiry of the insurance period or the expiry of the insurance relationship, the Insurer's liability shall continue until the end of the transport period, despite the expiry of the insurance period or the expiry of the insurance relationship.
3. Liability of the Insurer shall end upon the lapse of the insurance period, unless the insurance contract has expired earlier.

INSURANCE CERTIFICATE

§10

Insurance certificates shall be generated via the iCargo platform. In exceptional situations referred to in § 5 section 2, at the request of the Policyholder, the Insurer shall issue certificates confirming the conclusion of the insurance contract in respect of a single subject of insurance (cargo in transport).

OBLIGATIONS OF THE POLICYHOLDER/INSURED and THE PROCEDURE IN THE EVENT OF LOSS

§11

1. The Policyholder/Insured and persons for whom the Policyholder/Insured is responsible are obliged to take available actions to avoid the loss, and if the loss occurs – to use available means to reduce the loss, prevent its extension, and they are obliged to handle the damaged cargo, considering any recommendations of the Insurer.
2. In the event of loss, the Insured shall immediately notify the Policyholder (Rohlig Suus Logistics S.A.) in writing.
3. In the event of loss, the Policyholder shall:
 - a) immediately notify the Insurer in writing about the loss,
 - b) take the necessary measures, which are the responsibility of the Policyholder, to limit the extent of loss,
 - c) perform actions necessary to secure the effective pursuit of recourse claims by the Insurer against third parties responsible for the occurrence of the loss, in accordance with the applicable legal regulations, and send the relevant documentation to the Insurer. The Policyholder is also obliged to inform the Insurer of any circumstances known to the Policyholder, which may be relevant for the assessment of liability of the person against whom recourse may be claimed.
4. Reporting the occurrence of the loss to the Broker shall be treated as complying with the obligation to notify the Insurer in writing about the occurrence of the loss. The Broker shall immediately send a loss claim notification to the Insurer, but no later than within 2 business days of becoming aware of the loss by the Policyholder.
5. In addition, the Policyholder/Insured shall provide the Insurer with full documentation enabling identification of the cargo, determination of the circumstances of the occurrence of the loss, its causes, and extent, including:
 - a) A claim for compensation to the Policyholder together with the calculation of the amount of loss and documents justifying the amount of the claim (if applicable),
 - b) Proof of cargo insurance (if a policy or certificate was issued),
 - c) The commercial invoice and the specification of the goods,
 - d) Charter, bill of lading, or other transport document, report of the loss to the police if the loss was caused by a crime or accident,
 - e) The joint report of the consignor or consignee and of the transporter, if drawn up,
 - f) The control company's attestation, the appraiser's attestation, and any reports and protocols drawn up to prove the reported loss,
 - g) Documentation securing the Insurer's recourse claim against third parties, including copies of debit letters and correspondence exchanged with carriers and other persons who may be liable for the loss.
6. The Parties agree that all correspondence related to loss events shall be made via the Broker.

SIMPLIFIED CLAIM ADJUSTMENT

§12

Simplified claim adjustment clause:

Subject to the remaining provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that

1. It is understood and agreed that if the loss amount, according to the preliminary assessment of the Policyholder, does not exceed PLN 5,000, the Policyholder shall have the right and should act in accordance with the Policyholder's internal procedures in force without waiting for the Insurer's representative to arrive at the place of loss or damage. Claim adjustment by the Insurer shall be carried out without a visual inspection of the place and the subject-matter of the loss or damage, and without appointing appraisers. As an exception, in particularly justified cases, the Insurer has the right to inspect the damaged goods or appoint an appraiser for that purpose.
 2. The Insurer requests only a limited number of documents necessary to assess its liability, the amount of the loss or damage and to conduct the recourse procedure against the perpetrator.
 3. In duly justified cases, the adjuster may waive part of the required documentation referred to in item 4 below and confirm certain facts by phone.
 4. Documents necessary for simplified claim adjustment under property transport (cargo) insurance:
 - a) Claim/Loss report to RSL with account details for possible disbursement.
 - b) A bill of lading or other transport document and, in the absence of a bill of lading, an order issued to RSL or any other document proving that RSL has arranged the carriage.
 - c) Loss/irregularity report drawn up by RSL or the consignee/consignor with the participation of the driver, unless statements of loss have been made in the transport documentation.
 - d) Photographic documentation, if any.
 - e) Calculation of the claim amount with reference to documents confirming the claim value.
 - f) The invoice for the goods or any other document stating the value of the goods carried and the various items of the claim.
 - g) Where the damage is caused by an entity other than RSL, it is necessary to send a complaint to the entity responsible for the damage in order to secure recourse rights.
- EH may request additional documentation only in justified cases, e.g. theft, road accident, claims for transport costs, transportation of cargo under the temperature regime and other justified cases.

PAYMENT OF COMPENSATION

§13

1. The Insurer shall pay the compensation within 30 days from the date of receipt of the loss claim notice, but no later than within 14 days from the date of receipt of the documents supporting the claim.
 2. If clarification of the circumstances necessary to establish the Insurer's liability or the amount of compensation within the above deadline proves impossible, the compensation shall be paid within 14 days of the date of clarification of these circumstances; however, the Insurer shall pay indisputable portion of the compensation within the deadline specified in section 1 above.
 3. Compensation shall be established in the amount corresponding to the size of loss caused by the risks insured, within limits of the insurance amount.
 4. If claims denominated in a foreign currency are settled, the settlement shall be made on the basis of the actual expenditure incurred by the Insured. In the absence of such a charge, the selling rate from the transaction date at the bank used by the Insured shall be adopted.
 5. Scientific, collector, vintage, or commemorative value shall not be considered when determining the compensation.
 6. The size of compensation is reduced by the amount of residues that may be used for further use, processing, or sales.
 7. Subject to the proviso that the insurer's liability shall not exceed the sum insured, in the event that the subject of insurance is machinery or equipment, compensation shall not exceed the cost of replacement or repair of the part that has been damaged, increased by the cost of delivering that part and its reinstallation, to the extent that such costs have been incurred.
 8. If the Insured/Policyholder does not agree with the Insurer's decision to refuse to satisfy the claim or with the amount of compensation, the Policyholder or the Insured may, within 30 days from the date of receipt of the notification in this regard, submit, through the Broker, a written request for reconsideration of the matter by the Insurer's management board.
 9. Notwithstanding the obligation to cover the loss, the Insurer shall cover the costs incurred in connection with the performance of the obligations referred to in § 11 section 1, if the measures applied were appropriate, even if proved ineffective.
 10. The Insurer shall cover the costs referred to in section 9 up to their actual amount, however:
 - 1) in the case of partial loss – within the limits of the sum insured,
 - 2) in the case of a total loss or a constructive total loss – above the sum insured up to 20% of the sum insured.
 11. If claims denominated in a foreign currency are settled, the settlement shall be made on the basis of the actual charge incurred by the Insured in PLN. In the absence of such a charge, the average exchange rate of the National Bank of Poland as at the date of the loss shall be adopted.
 12. In addition, the liquidation clause – the payment of compensation shall apply
- Subject to the remaining provisions of the insurance contract specified in the application and in the Terms and Conditions of Insurance, it is agreed that the Insurer, after the claim adjustment process, shall pay compensation to the account of the Policyholder (Rohlig Suus Logistics S.A.) indicated by the Policyholder, provided that:
- 1) The payment under the claim by the Policyholder to an entity entitled to compensation is documented. Permitted forms of documentation:
 - a) confirmation of the transfer from RSL to the entitled entity,
 - b) a compensatory note between RSL and the entitled entity.
 - 2) The value of compensation does not exceed PLN 5,000.
 - 3) The compensation to the Policyholder's account must not be higher than the amount paid to the entitled entity.
 - 4) If the Insurer asserts recourse against the perpetrator of the loss after the payment of compensation, the Insurer shall provide a document on assignment of rights to compensation from the consignee of the cargo.
 - 5) The total amount of compensation paid under this clause shall not exceed PLN 200,000.
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