



## CARGO INSURANCE POLICY 3755663621 CERTIFICATE

### I Cargo Insurance Policy No. 3755663621 certificate (Translation)

1. This insurance policy proves the existence of the insurance contract. Please make sure that the provisions of the insurance contract comply with your needs. If you have any questions or proposals, please contact your insurance adviser. Please remember that you have to inform PZU of any changes which may affect the insured risk. Upon failure to inform of the increase in the insured risk, the insurance cover may not be partly or fully enforceable.
2. This insurance policy has been issued on 28.12.2020 for the **insurance period starting from 03<sup>rd</sup> January 2021 to 02<sup>nd</sup> January 2022**. The end of the insurance cover in accordance with the Insurance terms C100/2015. Warranted free from known and/or reported losses on or before loading.

### II Policyholder

Name: ETS Logistics OÜ, acting as Freight Forwarder	Address: Võidu 3, Rakvere, 44311 Lääne-Viru maakond, Estonia
Registry code: 11372168	Telephone: + 372 601 1797
Contact person: Aleksander Bankiir	e-mail: <a href="mailto:aleksander@etslogistika.ee">aleksander@etslogistika.ee</a>

### III Insurer

Name: AB "Lietuvos draudimas" Estonian branch (hereinafter PZU*)	Address: Pärnu mnt 141, 11314 Tallinn
Registry code: 12831829	Telephone, e-mail: +372 6224599, <a href="mailto:info@pzu.ee">info@pzu.ee</a>

### IV Beneficiary

Owner of the cargo according to sales terms
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### V Deductible

According to the annex
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### VI Insurance Terms and Conditions

PZU Cargo Insurance Terms and Conditions C100/2015  
Excluded countries and regions C200/2015  
Institute Cargo Clauses (A), CL 382, 01/01/2009 (all risks cover including loading / reloading / unloading)  
Institute Cargo Clauses (Air), CL 387, 01/01/2009 (all risks cover – applicable for air transportation)  
Institute War Clauses (Cargo), CL 385, 01/01/2009 (applicable in case of maritime transports only)  
Institute War Clauses (Air Cargo), CL 388, 01/01/2009 (applicable in case of air transports only)  
Institute Strikes Clauses (Cargo), CL 386, 1/1/09  
Institute Strikes Clauses (Air Cargo), CL 389, 01/01/2009 (applicable in case of air transports only)  
Termination of Transit Clause (Terrorism), JC2009/056, 01/01/2009  
Institute Classification Clause, CL 354, 01/01/2001 (applicable to maritime transports only)  
Cargo ISM Endorsement, JC98/019, 01/05/1998 (applicable to maritime transports only)  
Institute Replacement Clause, CL 372, 01/12/2008 (applicable to new machinery only)  
Institute Replacement Clause – Proportional Valuation, CL 373, 01/12/2008  
Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause, CL 370, 10/11/03  
Institute Cyber Attack Exclusion Clause, CL 380, 10/11/03  
Sanction Limitation and Exclusion Clause (JC2010/014)

\*PZU is a trademark used in Estonia by the Estonian branch of AB Lietuvos draudimas. AB Lietuvos draudimas is a Lithuanian non-life insurance company that is part of the international PZU Group.



## VII Special Terms and Conditions

### Temperature related losses

Excluding any loss or damage resulting from any variation in temperature howsoever caused unless attributable to

- breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours

### Delay of Delivery Clause

PZU agrees to extend the policy to cover direct expenses related to the delay of delivery of the cargo limited by the amount of freight charges, provided that such expenses resulting from the delay of delivery of the cargo are reasonable and documented providing that

- delivery time agreed in the contract of carriage is reasonable in terms of ordinary transit times between places of departure and destination
- there is a breach of agreed delivery date caused by carrier

### Musical Instruments Clause

No claim to attach hereto in respect of :

- loss or damage caused by climatic and/or atmospheric conditions and/or extremes of temperature;
- breakage of strings, reeds and/or drumheads

### Electrical, Electronic and Mechanical Derangement Clause

PZU agrees to extend the Policy to include electrical, electronic and/or mechanical derangement of the subject-matter insured provided there is evidence of impact to the container or packing or carrying conveyance during the insured voyage.

### Cutting (Pipes and/or Rolls of Textiles and/or Carpets) Clause

PZU requires that in the event of a claim for damage to or breaking of pipes, rolls of textiles and/or carpets and/or similar goods, it is agreed that the damaged or broken length shall be cut off, the remaining length or portion to be considered as sound.

PZU's liability shall be limited to the proportionate insured value of the length or portion which has been lost by being broken off or cut off, less any salvage value of such portion.

### Arts & Antiques Clause

In the event of damage to antique items and/or works of art insured hereunder, liability is restricted to the reasonable cost of repairs and no claim is recoverable in respect of depreciation. In no case shall liability hereunder for such repairs exceed the sum insured in respect of the damaged article. Proof of professional valuation will be required in the event of a claim.

### Non packed, used and damaged goods

Excluding rust oxidization discoloration and corrosion unless caused by an insured peril, or excluding rust oxidization discoloration and corrosion on items not packed (and secured) in fully enclosed crates or cartons.

Excluding bruising scratching chipping denting and cost of repainting unless there is evidence of impact to the container or packing or carrying conveyance during the insured voyage.

Excluding bending twisting and distortion unless there is evidence of impact to the container or packing or carrying conveyance during the insured voyage.

Excluding frost, humidity and temperature related losses absolutely.

Excluding loss or damage caused by climatic and/or atmospheric conditions and/or extremes of temperature absolutely.

### Transportation of vehicles

Excluding rust oxidization discoloration and corrosion absolutely.

Excluding bruising scratching chipping denting and cost of repainting unless there is evidence of impact to the container or packing or carrying conveyance during the insured voyage.

Excluding bending twisting and distortion unless there is evidence of impact to the container or packing or carrying conveyance during the insured voyage.



Excluding mysterious and/or unexplainable disappearance of subject-matter insured or any part thereof absolutely.

Excluding any damages whilst moving in its own power other than loading to/from conveyance (trailer / truck / vessel / railcar).

Excluding any losses of or damages to the subject matter insured directly resulted from stress of weather such as hail, rain, snow, variation of temperature or humidity.

Warranted any damages are notified in written form before carriage confirmed by consignor and carrier

#### Recovery Clause

PZU waives the right of recovery against insured being freight forwarder. PZU have full right of recovery against carriers and other subcontractors involved in carriage and policyholder shall ensure that their claims against subcontractors are secured and that they are able to assign their right of claim to PZU so that the latter can file a recourse action.

After the payment of the insurance premium or the first premium instalment, it shall be deemed that the policyholder has received the insurance terms and conditions, reviewed them and consented to them.

#### **VIII Insurance Supervisory Body**

The policyholder shall be entitled to lodge complaints against the insurer with the Financial Supervision Authority at Sakala 4, 15030 Tallinn.

A handwritten signature in black ink, appearing to read 'Jegonjan', with a long horizontal line extending to the right.

Kalmer Jegonjan  
Marine Underwriter