

## **INSURANCE CONFIRMATION**

DATE OF ISSUE: 04.12.2019

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This confirmation is valid until 31.12.2020

### **Forwarding policy 101127**

**policy holder:** E-3 SPEDITION-TRANSPORT A/S  
Transitvej 16  
  
DK – 6330 Padborg

### Insurance confirmation

The insurer confirms that, in accordance with the insurance contract and the following reference numbers, insurance cover exists against all losses for which the entrepreneur is liable according to the fourth section (freight business), fifth section (forwarding business) and sixth section (storage business) of the German Commercial Code (HGB) in conjunction with the freight, forwarding or storage contract.

Insurance is valid within the geographical borders of Europe.

#### ***The transport contract liability of the policy holder is insured in accordance with***

- the German legal provisions, in particular Art. 407 ff. HGB.
- Polish General Forwarding Rules 2002.
- the arrangements within the extent of Art. 449 Para. 2 No. 1 HGB (liability corridor).
- the Convention on the Contract for the International Carriage of Goods by Road (CMR).
- the respective national legal provisions for the transport industry in the states of the territorial area of application of the insurance contract.
- Claims in tort (tort law) are also permitted, if and provided that the person entitled to these legal claims, claims them in addition to or instead of the liability under the transport contract.

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Hypovereinsbank, Hamburg, Kto.-Nr. 649931185, BLZ 200 300 00, Swift-code: HYVEDEMM300, IBAN: DE58200300000649931185  
Danske Bank, Padborg, Kto.-Nr. 4652060099, Reg. 4652, Swift-code: DABADKKK, IBAN: DK1330004652060099

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## *The insurance does not cover*

- Transport and storage due to transport of goods which are carried out as freighter (sea and inland shipping), air carrier or railway carrier in self-contracting (actual).
- Transport and storage of objects of art and antiques, sculptures, precious stones, precious metals, jewels, real pearls, means of payments, securities, documents, certificates and other comparable valuables (securities), radioactive materials and nuclear fuels, provided they exceed the legally permitted exemption limits, explosive goods in accordance with Item 1.1 of the Regulations concerning the transport of explosive goods by seagoing ships, weapons, and ammunition, except hunting and sports weapons and ammunition, live animals and plants, drugs in the meaning of the Narcotics Law.
- Transport and storage of motor vehicles (except motorcycles and construction machines/plant).
- Transport and storage of removal goods.
- Crane or other hook load work, assembly work, special transports, which require a permit according to Art. 29 of the Road Traffic Law (StVO) or which require a special licence according to Art. 22 of the Road Traffic Law (Art. 46 Para. 1 No. 5 StVO).
- Transport and storage of goods to be towed or salvaged.
- Production work, contract for work or other non-shipping, transport or storage specific contractual performances related to a transport contract, which extend beyond the primary contractual obligation of a carrier, shipper and storer in accordance with the German Commercial Code (HGB). This does not include the order-picking, labelling, packaging and weighing of goods, if these activities are to be fulfilled in conjunction with a transport contract.
- Transport and storage of any kind of spirits or alcoholic beverages, tobacco goods, optical, entertainment electronics and telecommunication equipment (including mobile phones), computing equipment of any kind including accessories, telephone and chip cards, unless,
  - the damage is due to a transport accident.
  - the transport of these goods takes place in mixed (general) cargo or full loading traffic or the goods are stored. The compensation in these cases is limited to EUR 50,000.00 per means of transport or storage location.
- - the transport is within Germany as direct transport without transfer and an interruption to the journey. The compensation obligation in this case is limited to EUR 600,000.00 per means of transport.

## *Excluded from the insurance cover, claims*

- arising due to losses caused by natural catastrophes (e.g. earthquakes, lightning, floods, volcanic eruptions).
- arising due to losses caused by war, warlike events, civil war, internal unrest, riots.
- arising due to losses caused by strike, lock-out, labour troubles, acts of terrorism or acts of political power.
- arising due to losses caused by seizure, dispossession or other interventions by authorities.
- which are the subject of a business, product, environmental, watercourse pollution, motor vehicle, personal liability, credit insurance or could have been covered by virtue of appropriate standard insurance terms.
- which are insured by another transport liability insurance of the policy holder.
- due to non-fulfilment of the performance obligation arising out of transport contracts (the policy holder's own losses).
- due to contractual arrangements not standard practice in the transport industry, for example contract penalties, guaranteed delivery periods, etc., as well as those arising out of agreements which extend beyond the legal liability applicable for transport contracts, e.g. value or interests agreements according to Art. 24, 26 CMR, Art. 22 Para. 2 WA, Art. 660 HGB, etc.
- which have a penalty character, e.g. fines, administrative fines, penalties, administrative and collateral charges and arising out of other payments with a fine or penalty character and the associated costs.
- are directly related to use not according to the intended purpose, forwarding or repayment of advances, remuneration sums or similar.

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- which have arisen due to a defect or deficit in the policy holder's business (e.g. lack of or poor interface control), the correction of which the ESA would have demanded within a reasonable period with announcement of the legal consequences (risk exception).
- due to losses arising out of charter and part-charter contracts related with the transport of goods by ship, railway or aircraft.
- for compensations with a penalty character, in particular "punitive" or "exemplary damages" according to American and Canadian law.
- arising out of Carnet TIR proceedings.
- due to injuries to persons.
- due to deliberate causing of the insurance case by the policy holder or one of their representatives, furthermore claims against the vicarious agent themselves, if they acted with deliberate intent.
- against the policy holder's employees, if they acted with deliberate intent.

## **Obligations**

Furthermore, provisions concerning obligations are included in the insurance contract and in the insurance contract law (VVG). In case of failure to fulfil these obligations, ESA is exempted from paying benefits.

## **Benefit limits**

Maximum compensation per loss for goods and consequential damage to goods	EUR 1,000,000.00
Maximum compensation per loss for pure pecuniary loss	EUR 250,000.00
Maximum compensation per loss for tort claims – irrespective of the type of transport contract or loss -	EUR 250,000.00

Maximum compensation per occurrence of loss. Losses to several injured parties caused by an event will be compensated for on a pro rata basis relative to their claims, irrespective of the number of injured parties and transport contracts, if together they exceed the uppermost limit of the insurance benefit EUR 2,500,000.00

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