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Ihr Zeichen/Your reference

Unsere Zeichen/Our reference

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21.12.2011

**MARINE-LIABILITY-INSURANCE  
AON LOGISTICS VH DRO-13**

of the firm SITRA Spedition GmbH  
Stenzelring 24  
21107 Hamburg

**CONFIRMATION OF COVER** for submission to the client

In accordance with the requirements and extent of the above-mentioned policy, cover is given for the liability of the policyholder and the additional insured arising from contracts on the carriage of goods with the motor vehicles of the firm registered with the insurance company

- by means of permissible **cross-border road haulage** according to the Convention on the Contract for the International Carriage of Goods by Road (CMR)
- by means of **commercial internal German goods traffic**, for which a permit is available. Insurance cover for the particular contractual relationship is based on the agreed or statutory liability according to General German Forwarders' Conditions (ADSp) or the German Commercial Code (HGB), excluding the transportation of removal goods
- by means of **commercial goods traffic** according to the Standard Trading Conditions, as applied by Italian forwarders for international forwardings.

In accordance with the extent of the above-mentioned policy, insured is the liability of the policyholder and the additional insured from transportation contracts concerning the provision of the shipment and the storage of goods according to ADSp and the law (Liability Insurance according to Clause 29 ADSp)

Insurance cover applies

- for freight forwarding, carriage or warehousing contracts – with the exception of contracts of carriage for road transport and storage contracts - worldwide;
- for storage contracts within the Federal Republic of Germany;
- for contracts of carriage for road transports within the limits of geographical Europe, the Mediterranean riparian states and Cyprus.

The cover provided by the insurer is limited

- |  |   |              |
|--|---|--------------|
| • for freight and consequential freight losses, per loss   | € | 2,500,000.00 |
| • purely for economic losses, per loss   | € | 250,000.00   |
| • for differences between the set and actual stock, irrespective of the number of causal losses for the inventory difference, maximum p.a. | € | 500,000.00   |
| • Maximum compensation per loss occurrence   | € | 5,000,000.00 |
| • Maximum total annually   | € | 7,500,000.00 |

These compensation limits apply in particular also

- for claims according to CMR, including Art. 29 CMR;
- where it has been expressly agreed between the policyholder and the client that claims for damaged goods according to the German Commercial Code arising from the activity of the Policyholder as the freight forwarder shall be limited by up to 40 SDR/kg gross weight of the lost or damaged goods. Compensation for other economic losses according to § 433 German Commercial Code remains unaffected by this.

#### **Additional agreements**

Insurance cover also continues to exist in accordance and in line with the above-mentioned policy for the liability of the policyholder arising from transportation contracts for providing the shipment or the carriage of goods

#### **by sea freight**

- according to the requirements of the HAGUE RULES, the HAGUE VISBY RULES or the statutory German regulations on the liability of the carrier;

#### **by air freight**

- according to the regulations of the Warsaw Convention (WA);
- according to the regulations of the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention);
- according to the applicable, binding statutory regulations concerning the liability of the freight forwarder from §§ 459, 460 German Commercial Code.

#### **Container liability**

The insurers makes amends for damages to containers of third parties in so far these containers are lent to the insured free of charge and in connection with a shipment order for carriage of cargo or in so far these containers are subject of a contract of carriage. The obligation for indemnity by insurers is limited to the repair costs, however max. with the the current (market) value of the object, at the most with 50,000€ per occurrence. The deductible amounts to 500€ per occurrence.

#### **Priority of the policy**

In any event, the regulations of policy AON LOGISTICS VH DRO-13 take priority over this confirmation of cover, but not in the case that there are mandatory legal regulations of the compulsory insurance (e.g. § 7a GüKG).

Hamburg 21 December 2011

Aon Risk Solutions  
Logistics  
Acting under Power of Attorney for  
W. Droege & Co. KG, Hamburg  
acting under Power of Attorney for the Insurers

