



## Confirmation of cover - Forwarding policy

**Policy number:** 63/308

**policy holder:** HLS Hafen Lager Service GmbH  
Afrikastraße 2  
20457 Hamburg

**Period of validity:** **beginning:** 01.01.2018  
**expiry:** 31.12.2018

Dear Sir and madam,

The insurer *W.Droege & Co. GmbH & Co. KG* 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.

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

- the German legal provisions, in particular Art. 407 ff. HGB.
- the "Allgemeinen Deutschen Spediteurbedingungen" (ADSp – General terms and conditions of German forwarding firms), most recent version.
- 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.
- the Convention Concerning International Carriage by Rail (Appendix B – COTIF, current version) and the Uniform Rules Concerning the Contract for International Carriage of Goods by Rail (CIM).
- the Montreal Convention (MÜ) of 28.05.1999, the Warsaw Agreement of 1929 (WA) and, where applicable, the Hague Protocol of 28.05.1955, the additional agreement of Guadalajara of 18.09.1961 or other relevant additional agreements for air transport, provided these are conclusively applicable.
- the Hague Rules and – if applicable – the Hague Visby Rules or the Maritime Law Amendment Act of 25.06.1986, the Hamburg Rules and other relevant international agreements or national legal provisions for marine transport, provided they are applicable.
- the provisions of an FIATA multimodal Bill of Lading (FBL) or Through Bill of Lading (TBL) in the form approved by the FIATA.
- an own House Airway Bill (HAWB), House Bill of Lading (House B/L) or other documents used by the policy holder, provided that the WÜBA has agreed to the inclusion of such documents in the insurance cover or such documents are listed in the description of business.
- 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.

### **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.

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- 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 loading traffic or the goods are stored. The compensation in these cases is limited to EUR 100,000.00 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.
- 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 die W.Droege & Co. GmbH & Co. KG 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.

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## Limitation of the insurance cover in case of aggravated negligence

In cases, in which the claimer claims that the loss was caused by the recklessness of the policy holder, their legal representative or a managerial employee and in awareness that a loss would probably occur, due to cardinal breach of duty or due to so-called "gross organisational negligence", insurance cover beyond the legal and contractual standard liability only exists up to the sum named in the benefit limits. Art. 158 b VVG remains unaffected by this.

## 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, **W.Droege & Co. GmbH & Co. KG** is exempted from paying benefits.

## Benefit limits

Maximum compensation per loss for goods and consequential damage to goods	EUR 1,250,000.00
For stick inventory differences irrespective of the number of losses causing the difference	EUR 500,000.00
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 for aggravated negligence	EUR 500,000.00
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
Limit of indemnity for all incidents for the insured transport contracts per policy year	EUR 7,500,00.00

Hollenstedt, 19. Dezember 2017

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i.A. May Brümmer