# ORIGINAL

THIS CERTIFICATE REQUIRES ENDORSEMENT IN THE EVENT OF ASSIGNMENT



QuickAssure Security No: 148358837

This Certificate of Insurance has been issued under Lloyd's LLMC Certificates system ref: C18018/LLMC.

# CERTIFICATE OF INSURANCE NO. C 18018/ LLMC\_QA-171480

The declaration against the Contract detailed below may be verified at "http://llmc.lloyds.com" quoting the Certificate Number and Security ID.

This is to Certify that there has been deposited with the Council of Lloyd's a Contract effected by Howden Specialty (B0180PC2120068) of Lloyd's, acting on behalf of AJC International Inc. and/or Subsidiary and/or Associated, with Underwriters at Lloyd's, for insurances attaching thereto during the period commencing the First day of August, 2021 (Local Standard Time at the address of the Insured), and ending the Thirty-first day of July, 2022 (Local Standard Time at the address of the Insured), both days inclusive, and that the said Underwriters have undertaken to issue to Howden Specialty, Policy/Policies of Insurance at Lloyd's to cover, up to USD 12,500,000 (or equivalent in any other approved currency, in all by any one steamer and/or steamers and/or motor vessels and/or post and/or pages (including ocean going) and/or air and/or road and/or conveyances or held covered or location, Frozen Foodstuffs of every type and description principally Frozen Poultry and/or Meat and/or Vegetables and/or Food Products including Frozen, Chilled, Dried or Canned Foods nothing excluded, Fresh Eggs, Disposable Non-food Items such as Packing Materials, Paper, Plastic, Aluminium Foil and/or other Goods of whatsoever nature traded in by the Insured and/or similar Interest to be valued and declared and/or Increased Value to be declared, including Duty and/or Levy if required, other Interests held covered, from any port or ports, place or places in the World, including inland transits and storage, and that AJC International Inc. and/or Subsidiary and/or Associated are entitled to declare against the said Contract insurances attaching thereto.

Conveyance Maersk Kowloon

SAVANNAH, GA PORT IN UNITED STATES OF AMERICA

for the Council of Lloyd's. Dated at Lloyd's, London 16th July, 2021.

KAOHSIUNG, TAIWAN

INSURED VALUE/Currency 33,411.91 USD

Thirty-three Thousand Four Hundred Eleven point Ninety-one USD

Marks and Numbers NO MARKS

Interest FROZEN CHICKEN LEG QUARTERS AS PER SO 2725881-90 CIP KAOHSIUNG, TAIWAN INV. NO. 2725881 L/C NO. 2AQQK2000013-651 NO. OF ORIGINAL ISSUED: TWO

Voyage/Flight #: 210E

### L/C Conditions

CLAIMS PAYABLE IN TAIWAN, COVERING: INSTITUTE CARGO CLAUSES A. NAME AND ADDRESS OF THE APPOINTED SETTLING AGENT IN TAIWAN: COSMOS MARINE SURVEYORS & CONSULTANTS CO LTD. 6F, NO.77, CHUNG CHING SOUTH ROAD, SECTION 1, TAIPEI 10045, TAIWAN R.O.C.

We hereby declare for Insurance under the said Contract interest as specified above so valued subject to the special conditions stated below and on the back hereof.

\*1. Institute Frozen Meat Clauses (A) Cl 323 (1.1.86) exclusion 4.8 deleted Clause 8.3.2 amended to read 30 days (60 days in respect of shipments to frag) and IMTA Frozen Meat Extension Clauses Cl 327 (1.1.86) in respect of Frozen and/or Chilled and/or Cooled and/or Fresh Meat or Poulity. For the purpose of this particular insurance, the aforementioned IMTA Frozen Meat Extension Clauses Ct 327 (1.1.86) are deemed to be emended and/or effered to read as follows: ?IMTA FROZEN MEAT EXTENSION CLAUSES (Far use only with the institute Frozen Meat Clauses (A) 1/1/86) Clauses 1 and 4.4 of the effected institute Frozen Meat Clauses (A) 1/1/86 ere deemed to be deleted and replaced by: 1. Subject always to the goods being in sound condition at the time of attachment, this insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, all risks at loss of, deterioration of, or damage to the subject-matter insured which shall arise during the currency of this insurance. 4. 4.4 loss, demage or expense arising from listeria, bone text, salmonella, infection prior to attachment of this insurance, fault in preparation, dressing, cooling, freezing, wrapping or packing. In addition to the foregoing, cleuse 4 of the attached Institute Frozen Meat Clauses (A) 1/1/86 is deemed to be amended to include an additional

# CONDITIONS CONTINUED OVER

Institute War Clauses (Commodity Trades) CL278 dated 5/9/83 or Institute War Clauses (Cargo) CL385 dated 11/1/99 or Institute Strikes Clauses (Cargo) CL385 dated 11/1/99 or Institute Strikes Clauses (Frozen Food) CL265 dated 11/1/86 (Clause 5.3.2 amended to 30 days) or Institute Strikes Clauses (Frozen Food) CL265 dated 11/1/86 (Clause 5.3.2 amended to 30 days) or Institute Strikes Clauses (Frozen Food) CL265 dated 11/1/86 (Clause 5.3.2 amended to 30 days) or Institute Strikes Clauses (Frozen Food) CL265 dated 11/1/86 (Clause 5.3.2 amended to 30 days) or Institute Strikes Clauses (Frozen Food) CL265 dated 11/1/86 (Clause 5.3.2 amended to 30 days) or Institute Strikes Clauses (Frozen Food) CL265 dated 11/1/86 (Clause 5.3.2 amended to 30 days) or Institute Strikes Clauses (Frozen Food) CL265 dated 11/1/86 (Clause 5.3.2 amended to 20 dated 10/11/03 with U.S.A. and Canada Endorsement as over.

Mainte Cyber Endorsement LMA5093 amended to include the following: The exclusion is introduced only for the purpose of datifying that losses related to communicable diseases as described herein are not covered Institute Strikes Clauses (U.S.A.) CL355 dated 12/11/19.

Container sendings or deck load: Including jetison and washing overboard.

It is hereby agreed that the exclusion Toss damage or experse athing from insolvency or financial default of the owners, managers, charterers or operators of the vessel "(incorporated in the Institute Frozen Food Clauses herein) is amended to read as follows:

In no case shall this insurrance cover loss, damage or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the vessel and/or aircraft where, at the time of loading of the subject-matter (insured on board the vessel, the Insured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default or agreed to buy the subject-matter insured in good faith under a binding contract.

Underwriters agree losses, if any, shall be payable to the order of AJC INTERNATIONAL, INC

on surrender of this Certificate.

A JE

### IMPORTANT INSTRUCTIONS IN EVENT OF CLAIM

TO THE CLAIMANT: In the event of physical evidence of loss or damage which may result in a claim under this insurance immediate notice must be given to the Lloyd's Agent at the port or place where the loss or damage is discovered in order that they may examine the goods and issue a survey report if required. A full list of Lloyd's Agents can be found at www.lloyds.com/lloydsagencydirectory

TO THE LLOYD'S AGENT: As per Lloyd's Agency standard terms of engagement immediate notice of the potential claim is to be given to: Howden Specialty – david.burch@howdengroup.com - Tel no. +44 (0)20 3435 6206 or kevin.hanrahan@howdengroup.com – Tel no. +44 (0)20 3808

PLEASE SEE FURTHER IMPORTANT INSTRUCTIONS ON REVERSE

This Certificate not valid unless the Declaration be signed by: AJC INTERNATIONAL INC. and/or Subsidiary and/or Associated

Dated Signed 26-Mar-2022

Brokers: Howden Specialty One Creechurch Place, London EC3A 5AF

LLOYD'S

Authorised Signatory 62309SMW

### CARGO ISM ENDORSEMENT

CARGO ISM ENDORSEMENT

Applicable to shipments on board Ro-Ro passenger ferries.
Applicable with effect from 1 July 1998 to shipments on board:

1) passenger vessels transporting more than 12 passengers and

2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt. or more.
Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gt. or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carriered by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Insured were aware, or in the ordinary course of business should have been aware:

a) Either that such vessel was not certified in accordance with the ISM Code.
b) Or that a current Document of Compliance was not held by her owners or operators

as required under the SOLAS Convention 1974 as amended.
This exclusion shall not apply where the insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in go faith under a binding contract

### CARGO ISM FORWARDING CHARGES CLAUSE

This insurance is extended to reimburse the Insured, up to the limit of the sum insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject-matter to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either

(a) to such vessel not being certified in accordance with the ISM Code

(b) to a current Document of Compliance not being held by her owners or operators

as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms, conditions and exclusions contained in this insurance and to Cargo ISM Endorsement.

# CONTAINER CLAUSE

Where goods are shipped in containers and are shipped on deck with or without the privity of the shippers, this contract covers jettison and/or loss and/or washing

In respect of full container loads a certificate or other documentary statement by the supplier of the contents of a container shall be deemed conclusive as between the Insured and the Underwriters that the subject matter insured was shipped therein, provided that

provided that
a) this provision shall not inure to the benefit of any supplier not being a party
insured hereunder
b) all rights against any supplier not being a party insured hereunder, any carrier
and other third parties shall be fully preserved
For the purpose of claims in respect of containerised shipments where possible a
statement of the gross loaded weights of the containers and the tare should be furnished
at the time the claim is submitted.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE (CARGO)
The Provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply
to this insurance or to any certificate(s) of insurance issued hereunder. Neither this
insurance nor any certificates issued hereunder confer any benefits on any third
parties. No third parties may enforce any term of this insurance or of any certificate
issued hereunder. This clause shall not affect the rights of the Insured (as Assignee or
otherwise) or the rights of any Loss Payee.

USA & CANADA ENDORSEMENT FOR THE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE
This policy is subject to the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause 10/11/03 (RACCBE). The inclusion of RACCBE in this policy is material to underwriters' willingness to provide coverage at the quoted terms, conditions and rates. It is the intent of the parties to give maximum effect to RACCBE as permitted by law. In the event that any portion of RACCBE may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the U.S.A., or any province or territory. Further, any such finding shall not alter the enforceability of RACCBE under the laws of any other state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, to the fullest extent permitted by applicable law.

### SANCTION LIMITATION AND EXCLUSION CLAUSE

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re) insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### STERILIZATION AND FUMIGATION

In the event of the vessel and/or cargo being furnigated by order of properly constituted authority it is understood and agreed that the Underwriters will indemnify the Insured in respect of

the Insured in respect of
a) any loss or damage to the cargo arising from such fumigation
b) any additional costs and/or expenses incurred as a consequence of
contamination and/or mixing of the fumigation materials with the cargo.
The Insured will subrogate to the Underwriters any recourse that they may have
of the recovery of such damage or costs or expenses from other parties.
This contract may be extended if required to cover the cost of sterilization and/or
fumigation and/or reconditioning consequent thereon should the vessel and/or cargo
be required to be fumigated and/or sterilized by order of properly constituted authority.

- TERMINATION OF TRANSIT CLAUSE (TERRORISM) 2009

  This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

  1. Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:
  - either 1.1 as per the transit clauses contained within the contract of insurance,
  - on 1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the
  - or at the final warehouse or place or storage at the destination named in the contract of insurance, on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit

- or

  1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,

  1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur. If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

# GENERAL AVERAGE CLAUSE

This insurance covers general average and salvage charges, adjusted according to the contract of affreightment and/or the governing law and practice incurred to avoid or in connection with the avoidance of loss from any cause except those excluded under Clause 4, 5, 6 and 7 of the insuring clauses applicable or elsewhere in this contract. For the purpose of claims for general average contribution and salvage charges recoverable hereunder, the subject matter insured shall be deemed to be insured for its full contribution value.

recoverable nereunder, the subject matter insured shall be deemed to be insured to the insured to the insured to the insured to the insured thereunder shall have been advanced by the Insured the amount of such deposits shall be refunded to the Insured by Underwriters on production of the relevant general average deposit receipts but nothing contained herein shall oblige the Insured to advance general average deposits and reclaim the amount advanced from Underwriters.

CHOICE OF LAW AND JURISDICTION

This insurance shall be governed by and construed in accordance with the laws of England and Wales. Each party agrees to submit to the exclusive jurisdiction of the Federal Courts of the State of Georgia, U.S.A.

# IMPORTANT INSTRUCTIONS IN EVENT OF CLAIM

### **DOCUMENTATION OF CLAIMS**

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable;

- 1. Original policy or certificate of insurance,
- Original or copy shipping invoices, together with shipping specification and/or weight notes.
- 3. Original Bill of Lading and/or other contract of carriage.
- Survey report or other documentary evidence to show the extent of the loss or damage.
- 5. Landing account and weight notes at final destination.
- Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.  $\label{eq:correction}$

IMPORTANT LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Balless or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:-

- 1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
  2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
  3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
  4. To apply immediately for surgice the Container.
- Identification.

  To apply immediately for survey by Carriers' or other Ballees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.
- the three of the cost of the c
- NOTE.- The Institute Clauses incorporated herein are deemed to be those current at the time of commencement of the risk.

  It is necessary for the Assured when they become aware of an event which is "held covered" under this Insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

  Lloyd's Agents referred to herein are not insurers and are not liable for claims arising on this Certificate. The service of legal proceedings upon Lloyd's Agents is not effective service for the purpose of starting legal proceedings against Underwriters.

# DUPLICATE

Conditions Continued:

exclusion: 4. 4.10 claims arising from loss of market. Nevertheless, in the absence of prior notice to the Underwriters and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject-matter insured where the period in freezing works and in any cold store, before loading into the conveyance for commencement of the transit, exceeds 60 days.? N.B. To highlight and emphasize, Clause (4) 4.5 as contained in the Institute Frozen Meat Clauses (A) CL323 (1.1.86) remains in being, in effect and operative herein. The above conditions are amended to include frozen and/or chilled and/or cooled and/or fresh interests where applicable



# IMPORTANT INSTRUCTIONS IN EVENT OF CLAIM

### **DOCUMENTATION OF CLAIMS**

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:-

- 1. Original policy or certificate of insurance.
- 2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
- 3. Original Bill of Lading and/or other contract of carriage.
- Survey report or other documentary evidence to show the extent of the loss or damage.
- 5. Landing account and weight notes at final destination.
- Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

# IMPORTANT LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Ballees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

- exercised. In particular, the Assured or their Agents are required:

  1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.

  2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.

  3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

  4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.

  5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

  The Considerace or their Agents are recommended to make themselves

delivery.

The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge. Note.-

The Institute Clauses incorporated herein are deemed to be those current at the time of commencement of the risk.
It is necessary for the Assured when they become aware of an event which is "held covered" under this Insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.
Lloyd's Agents referred to herein are not insurers and are not liable for claims arising on this Certificate. The service of legal proceedings upon Lloyd's Agents is not effective service for the purpose of starting legal proceedings against Underwriters.