

ORIGINAL

THIS CERTIFICATE REQUIRES
ENDORSEMENT IN THE EVENT
OF ASSIGNMENT

**CERIFICATE OF INSURANCE****DRAFT**

This is to Certify that Kemter Insurance Agencies, Sub-Agencies and Consultants Ltd are authorised by Underwriters at Tokio Marine Kiln Insurance Company Limited to sign and issue this Certificate on their behalf (Under Unique Market Reference Number: B0750RARSP1900716) and that the said Underwriters have undertaken to Issue Policy/Policies of Insurance to cover up to EUR5.000.000 (or equivalent in other currencies), in all by any one approved steamer(s) and /or motor vessel(s) and /or air and/or road and/or rail and/or as may be agreed in which will be embodied to the Insurance declared hereunder to have been effected.

| | | | |
|-------------|---------|-------|---------------------------------|
| Conveyance: | Land | From: | Andorra |
| Via | Bahamas | To | Cyprus |
| | | | Insured Value/Currency 500/ AUD |

Marks and Numbers

Marks & Numbers

Goods Insured

Full Description of Cargo/Goods Insured

DRAFT**Conditions of Insurance**

<??????>

Supplier

nestle

DRAFT**Conditions Continued on the back hereof**

Underwriters Agree Losses, if any, shall be payable to the order of _____ **<?????????>** _____ **on surrender of this Certificate**

Place of Issue:
Date:

Signed: _____

Athorised Signatory
Kemter Insurance Agencies, Sub-Agencies and Consultants Ltd.

IMPORTANT INSTRUCTIONS IN THE EVENT OF CLAIM

In the vent of physical evidence of loss or damage which may result in a claim under this insurance immediate notice must be given **Within Cyprus** to Kemter Insurance Agencies Sub-Agencies and Consultants Ltd or Claims outside of Cyprus the nearest Lloyd's Agent at the port or place where the loss or damage is discovered in the order that they may examine the goods and issue a survey report if required. All documentation to be submitted to:

Kemter Insurance Agencies Sub-Agencies and Consultants Ltd
Akinita Ieras Mitropolis
Block B', Office 112
3040 Limassol
Cyprus

Tel. : +357 25 755 952
Fax. : +357 25 755 953
E-mail: claims@kemterinsurance.com

TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as the Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject matter either
 - 1.1 As per the transit clauses contained within the Policy.
or
 - 1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
 - 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,
or
 - 1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,
 - 1.5 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.
2. If this Policy 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 the clause 1.
3. This clause is subject to English law and practice.

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 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
2. In no case shall this Insurance cover loss, damage or expense where the subject matter insured is carried 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 Assured 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 this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

CARGO ISM FORWARDING CHARGES CLAUSE

This insurance is extended to reimburse the Assured, 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;
or
- 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 the policy.

SANCTION LIMITATION AND EXCLUSION CLAUSE JC2010/014 (11/08/10)

No (re)insured shall be deemed to provide cover and no (re)insured 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)insured 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.

IMPORTANT INSTRUCTIONS IN THE EVENT OF A CLAIM

| DOCUMENTATION OF CLAIMS | IMPORTANT LIABILITY OF CARRIERS, BAILERS OR OTHER THIRD PARTIES |
|--|---|
| To enable claims to be dealt with promptly, the Assured or their Agent are advised to submit all available supporting documents without delay, including when applicable: <ol style="list-style-type: none">1. Original policy or certificate of insurance2. Original or copy of shipping invoices, together with shipping specifications and/or weight notes.3. Copy of Commercial invoice and Packing List.4. Original Bill Of Landing and/or other contract of carriage.5. Survey report or other documentary evidence to show the extent of the loss or damage.6. Landing account and weight notes at final destination.7. Copy of custom documents.8. Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage. | 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 minimizing a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:- <ol style="list-style-type: none">1. Top 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, When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.3. If the container is delivered damaged or with 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. <p>Note: The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.</p> |

Note: The Institute Clauses Incorporated herein are deemed to be those current at the time of commencement of the risk.

DUPLICATE

THIS CERTIFICATE REQUIRES
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CERTIFICATE OF INSURANCE
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Marks and Numbers

Marks & Numbers

Goods Insured

Full Description of Cargo/Goods Insured

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Conditions of Insurance

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Supplier

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Conditions Continued on the back hereof

Underwriters Agree Losses, if any, shall be payable to the order of _____ **<?????????>** _____ **on surrender of this Certificate**

Place of Issue:
Date:

Signed: _____

Athorised Signatory
Kemter Insurance Agencies, Sub-Agencies and Consultants Ltd.

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Akinita Ieras Mitropolis
Block B', Office 112
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Tel. : +357 25 755 952
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1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as the Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject matter either
 - 1.1 As per the transit clauses contained within the Policy.
or
 - 1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
 - 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,
or
 - 1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,
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2. In no case shall this Insurance cover loss, damage or expense where the subject matter insured is carried 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 Assured 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 this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

CARGO ISM FORWARDING CHARGES CLAUSE

This insurance is extended to reimburse the Assured, 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;
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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 the policy.

SANCTION LIMITATION AND EXCLUSION CLAUSE JC2010/014 (11/08/10)

No (re)insured shall be deemed to provide cover and no (re)insured 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)insured 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.

IMPORTANT INSTRUCTIONS IN THE EVENT OF A CLAIM

| DOCUMENTATION OF CLAIMS | IMPORTANT LIABILITY OF CARRIERS, BAILERS OR OTHER THIRD PARTIES |
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| To enable claims to be dealt with promptly, the Assured or their Agent are advised to submit all available supporting documents without delay, including when applicable: <ol style="list-style-type: none">1. Original policy or certificate of insurance2. Original or copy of shipping invoices, together with shipping specifications and/or weight notes.3. Copy of Commercial invoice and Packing List.4. Original Bill Of Landing and/or other contract of carriage.5. Survey report or other documentary evidence to show the extent of the loss or damage.6. Landing account and weight notes at final destination.7. Copy of custom documents.8. Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage. | 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 minimizing a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:- <ol style="list-style-type: none">1. Top 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, When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.3. If the container is delivered damaged or with 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. <p>Note: The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.</p> |

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Non Negotiable Copy

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