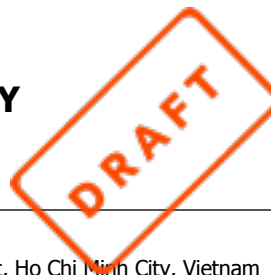


MARINE CARGO INSURANCE POLICY

No.: 2677304_337SR/2022

(Under Open Policy No.: A0881-20/000012.)



Assured:	SUNRISE INS LTD Galleria- South Sai Gon, 18A Nguyen Huu Tho Street, Phuoc Kien, Nha Be District, Ho Chi Minh City, Vietnam		
Beneficiary:	TO ORDER -		
Amount Insured:	110% INV - EUR 28,712.75 (EXCHANGE RATE = 25,912 VND/EUR) – VND 744,004,778		
In words:	Seven Hundred Forty Four Million Four Thousand Seven Hundred Seventy Eight Vn Dong		
Vessel or Conveyance:	KAI HE ZHI CHENG 168S	Sailing on or about:	Dec 14, 2022
From: HO CHI MINH, VIETNAM	To: FOS, BOUCHES DU RHONE, FRANCE	Transhipment at:	ALLOWED
Subject – matter Insured:			
	COMMODITY:	JAPONICA RICE 4% BROKEN	
	QUANTITY:	1,325 BAGS ; GROSS WEIGHT: 26,579.50 KGS	
	PACKING:	IN BAG, IN CONTAINER	
	B/L No.:	223500112 DATED: Dec 14, 2022	
	CONT./SEAL:	SUDU7933199/VN4660804	
	INVOICE No.:	337SR/2022 DATED: Dec 10, 2022	
	SALES CONTRACT No.:	SPA/SR-SML/2211/258 DATED: Nov 25, 2022	
Conditions: Subject to the following clauses as per back hereof and/or attached.			

- Institute Cargo Clauses (A) 1.1.82
- LMA5402 Marine Cyber Exclusion
- JELC Communicable Disease Exclusion
- Terrorism Exclusion Clause 10.2.01
- Termination of Transit Clause (Terrorism) 1.1.09
- Sanction Limitation and Exclusion Clause 11.8.10
- Radioactive Contamination Chemical Biological Biochem Electromagnetic Weapons Exclusion 10.11.03
- Nuclear Energy Risks Exclusions Clause 1.1.89
- Seepage And Pollution Exclusion
- Joint Excess Loss Committee Electronic Date Recognition Endorsement – C (Xledrc)
- Liability Exclusion
- War Exclusion
- Political Risk, Financial Guarantee and Credit Risk Exclusion
- Joint Excess Loss Cyber Losses Clause JX2020-007 (18/06/2020)
- Non Marine Exclusion (Cargo)
- Information Technology Hazards
- Institute Classification Clause CL354 - 1.1.2001
- Cargo ISPS Endorsement 04.11.2004 (JC 2004/050)
- Institute Classification Clause 1.8.97
- Cargo ISM Endorsement 1.5.98
- Excluding all claims for unexplained shortage or shortage in weight and/or quantity in case of containers' seal is intact condition
- Excluding loss, damage, or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured
- Excluding loss of or damage to the cargo due to sweating, heating, moulding and condensation unless those arise and follow as a result of an accidents in the course of transit

Warranted shipped under deck unless otherwise specified or containerized shipment.

Warranted carrying Conveyance must be fully covered for P&I Risks with an International Group(or equivalent) P&I Club

Rate:	0.1000%	Premium:	744,005	VAT (10 %):	74,401	Total:	VND 818,406
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In the event of loss or damage which may involve a claim under this insurance, no claim will be admitted unless immediate notice survey has been given to and a Survey Report obtained from or with the approval of:

J.V. DELBOURGO & SON (FRANCE) (CEEMIS Survey Agent)

232 Avenue du Prado, 13008 Marseille

Tel: (33)491225300

Fax: (33) 4 91225277

Claims, if any, payable at/in:	TP. HỒ CHÍ MINH	By:	AAA NORTH SAI GON
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Signed in:

HO CHI MINH CITY

On:

Dec 06, 2022

IMPORTANT

It is the duty of the Assured and their agent, in all cases, to take such measures as may be reasonable for the purpose of the averting or minimizing a loss and to ensure that the rights against Carriers, Bailees or other third parties as 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 conditions.
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 was not apparent at the time of taking delivery.
5. To give notice on writing to the Carrier or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

Note: the consignees or their agent are recommended to make themselves familiar with regulation of the port authorities at the port of discharge.

The Assured is requested to read this Policy and if it in incorrect return it immediately for alteration.

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 certified copy shipping invoices, together with shipping Specification and/or weight notes.
3. Original bill of lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of loss or damage.
5. Landing account and weight notes at port of discharge and final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.
7. Other documents as per request of the Underwriters.

The attached Clauses and Endorsements form part of this Policy

We, **AAA ASSURANCE CORPORATION** (herein referred to as the Underwriters) hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium as arranged, to insure against loss, damage liability or expense to the extent and in the manner herein provided. IN WITNESS whereof the undersigned have subscribed their names for and on behalf of the Underwriters.



BẢO HIỂM AAA
AAA ASSURANCE CORPORATION

(Ban hành theo Quyết định số 37/05/QĐ-TGĐ ngày 04/05/2005
của Tổng Giám đốc Công ty Cổ phần Bảo hiểm AAA)

1/1/82

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

1. This insurance covers all risks of loss of or damage to the subject - matter insured except as provided in Clauses 4, 5, 6 and 7 below.
2. This insurance covers general average and salvage charges, adjusted or determined 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 in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.
3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim

EXCLUSIONS

4. In no case shall this insurance cover
 - 4.1. loss damage or expense attributable to wilful misconduct of the Assured
 - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 4.6. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

- 4.7. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5. 5.1. In no case shall this insurance cover loss damage or expense arising from
- unseaworthiness of vessel or craft,
- unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,
- where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
- 5.2. The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.
6. In no case shall this insurance cover loss damage or expense caused by
- 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 6.2. capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
- 6.3. derelict mines torpedoes bombs or other derelict weapons of war.
7. In no case shall this insurance cover loss damage or expense
- 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3. caused by any terrorist or any person acting from a political motive.

DURATION

8. 8.1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 8.1.1. on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
- 8.1.2. 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
- 8.1.2.1. for storage other than in the ordinary course of transit or
- 8.1.2.2. for allocation or distribution,
- or

- 8.1.3. 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,
whichever shall first occur
- 8.2. If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 8.3. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.
9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either
- 9.1. until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
or
- 9.2. if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.
10. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.

CLAIMS

11. 11.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2. Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter

is covered under this insurance, the Underwriters will reimburse the Assured 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

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject – matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

14. 14.1. If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

- 14.2. **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

- 16.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss,

and

- 16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

17. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

19. This insurance is subject to English law and practice.

NOTE: 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 the Underwriters and the right to such cover is dependent upon compliance with this obligation.

BẢO HIỂM AAA
AAA ASSURANCE CORPORATION