

ZASIELATEĽSKÁ ZMLUVA
uzavretá podľa § 601 a nasl. zákona č. 513/1991 Zb. Obchodný zákonník v platnom
znení
medzi:

1. Rozhlas a televízia Slovenska

sídlo: Mlynská dolina, 845 45 Bratislava
IČO: 47 232 480
štatutárny orgán: Mgr. Ľuboš Machaj, generálny riaditeľ Rozhlasu a televízie Slovenska
DIČ: 2023169973
IČ DPH: SK2023169973
bankové spojenie: XXXXXX
číslo účtu: XXXXXX
zapísaná v Obchodnom registri Mestského súdu Bratislava III., oddiel: Po, vložka číslo: 1922/B

(ďalej ako „Príkazca“)

A

2. KUEHNE + NAGEL, s.r.o.

sídlo: Mlynské Nivy 5, 821 09 Bratislava
IČO: 31 339 603
štatutárny orgán: Radoslav Miko, konateľ
Ing. Marcela Kucianová, konateľ
DIČ: 2020301327
IČ DPH: SK2020301327
bankové spojenie: XXXXXX
IBAN: XXXXXX

Spoločnosť je zapísaná v obchodnom registri Mestského súdu Bratislava III., Oddiel. Sro, vložka č. 4107/B

(ďalej ako „Zasielateľ“)

(spoločne ďalej len „Zmluvné strany“)

Článok I.
Predmet zmluvy

1. Zasielateľ sa touto zmluvou zaväzuje Príkazcovi vo vlastnom mene a na účet Príkazcu obstarat' - prepravu technického vybavenia v hodnote **467.000,- EUR** špecifikovaného v prílohe č. 1 tejto zmluvy (ďalej len „zásielka“) v dohodnutom termíne z priestorov Rozhlasu a televízie Slovenska nachádzajúcich sa v Mlynskej doline, 845 45 Bratislava

(ďalej len „miesto určenia“) do miesta konania LOH v Paríži (IDEC: 624231009001111 a 224231009001111) vo Francúzsku (ďalej len „miesto konania“) a späť, a s tým súvisiace služby, vrátane zaistenia poistenia zásielky počas prepravy.

2. Zasielateľ je povinný obstarat' nasledovnú **prepravu**:
 - a) pozemná preprava z miesta určenia do miesta konania a späť
3. Za súvisiace služby sa pre účely tejto zmluvy považujú:
 - a) zvoz zásielky od Príkazcu do skladov Zasielateľa,
 - b) skladovanie zásielky,
 - c) zabezpečenie zásielky v skladoch Zasielateľa,
 - d) váženie a meranie zásielky,
 - e) expedícia zásielky zo skladov Zasielateľa a preprava na miesto určené Príkazcom,
 - f) spätný dovoz zásielky Príkazcovi,
 - g) spracovanie kompletnej dokumentácie súvisiacej s realizáciou prepravy,
 - h) prevzatie zodpovednosti za zásielky Zasielateľom pri realizácii všetkých činností na prepravu zásielky na základe požiadaviek Príkazcu,
 - i) zaistenie poistenia zásielky pri preprave a poskytovaní súvisiacich služieb podľa tejto zmluvy, najmä pre prípady straty, zničenia, poškodenia a znehodnotenia zásielky v zmysle prílohy č. 3 tejto zmluvy – podmienky poistenia.
4. Kontaktná osoba zo strany Príkazcu pre naloženie zásielky v mieste určenia: p. Miloš Javorský, Tímlíder Sekcie techniky (XXXXXXXXXX) a p. Petra Niňajová, producent (XXXXXXXXXX). Kontaktná osoba zo strany Zasielateľa pre prebratie zásielky v mieste určenia Andrej Tomášik , National Air Logistics Manager a mieste konania: Maximilian Haehnel, Road Logistics Expo & Events Specialist. Kontaktná osoba zo strany Príkazcu pre naloženie zásielky v mieste konania: p. Miloš Javorský, Tímlíder Sekcie techniky (XXXXXXXXXX) a Petra Niňajová, producent Sekcie športu (XXXXXXXXXX).
Zmluvné strany sa dohodli, že kontaktné osoby je možné meniť výlučne so súhlasom oboch zmluvných strán a to písomne, formou dodatku k tejto zmluve.
5. Príkazca sa zaväzuje zaplatiť Zasielateľovi za obstaranie prepravy zásielky a poskytnutie služieb s tým súvisiacich podľa tejto zmluvy odplatu, ktorej presné vyčíslenie je stanovené v čl. II., bod 1 tejto zmluvy.

Článok II.

Odplata a platobné podmienky

1. Zmluvné strany sa dohodli na odplate za obstaranie prepravy zásielky v rozsahu a za podmienok podľa tejto zmluvy podľa Cenovej ponuky pre prepravu z miesta určenia do miesta konania a späť tvoriacej prílohu č. 2 tejto zmluvy, a to vrátane súvisiacich služieb vo výške **6395,80€ bez DPH** Zmluvné strany sa dohodli, že celková výška odplaty nepresiahne **10.000,00€ bez DPH (slovom: Desaťtisíc eur)**. Príkazca neposkytuje Zasielateľovi preddavok.
2. Nárok na zaplatenie odplaty podľa čl. II. bodu 1. tejto zmluvy má zasielateľ po obstaraní a uskutočnení prepravy z miesta určenia do miesta konania LOH v Paríži vo Francúzsku

a schválení preberacieho protokolu zo strany Príkazcu a po obstaraní a uskutočnení prepravy z miesta konania LOH v Paríži vo Francúzsku, do miesta určenia a schválení preberacieho protokolu zo strany Príkazcu. Odmenu uhradí Príkazca Zasielateľovi na základe faktúry vystavenej Zasielateľom, so splatnosťou 30 dní odo dňa jej doručenia do sídla Príkazcu. Dohodnutá odplata bude zaplatená bezhotovostným prevodom na účet Zasielateľa uvedený na faktúre.

3. V odplate za obstaranie prepravy sú zahrnuté všetky účelne vynaložené náklady, všetky potrebné a užitočné náklady Zasielateľa s prepravou zásielky bez výnimky, ktoré vynaložil a vynaloží za účelom splnenia svojich záväzkov podľa tejto zmluvy, vrátane poistenia zásielky a všetkých potrebných dokumentov na prevoz zásielky z miesta určenia na miesto konania a späť, t.j. z miesta konania do miesta určenia.

Článok III. Práva a povinnosti Zasielateľa

1. Pri plnení záväzku je Zasielateľ povinný s vynaložením odbornej starostlivosti dojednať spôsob a podmienky prepravy zodpovedajúce čo najlepšie povahe zásielky a záujmom Príkazcu, ktoré vyplývajú z jeho príkazov alebo ktoré sú Zasielateľovi inak známe.
2. Zasielateľ sa zaväzuje prepraviť zásielku z miesta určenia do miesta konania najneskôr do 15.07.2024 a rovnako z miesta konania po skončení LOH v Paríži vo Francúzsku do miesta určenia najneskôr do jedného mesiaca odo dňa prevzatia zásielky. Zasielateľ je povinný prevziať zásielku v mieste konania po skončení LOH v Paríži dňa 12.8.2024.
3. Zasielateľ je povinný písomne potvrdiť prevzatie zásielky určenej na prepravu.
4. Zasielateľ je povinný zásielku vydať p. Milošovi Javorskému , Tímlíder Sekcie techniky (XXXXXXXX) a/alebo Petre Niňajovej, producent Sekcie športu (XXXXXXXX). Zodpovedná osoba skontroluje a potvrdí jej neporušenie, resp. mieru poškodenia, a to preberacím protokolom. Inej osobe ju vydať nesmie.
5. Zasielateľ sa zaväzuje poskytnúť Príkazcovi všetky kópie preberacích protokolov.
6. Zasielateľ je povinný vykonať prepravu riadne, včas a s potrebnou odbornou starostlivosťou.
7. Zasielateľ je oprávnený vykonať prepravu pomocou iného dopravcu, pričom zodpovedá, akoby prepravu uskutočňoval sám.
8. Pri strate, alebo zničení zásielky je Zasielateľ povinný nahradiť cenu, ktorú zásielka mala v čase, keď bola odovzdaná Zasielateľovi a v zmysle podmienok poistenia - príloha č. 3 tejto zmluvy.
9. Pri poškodení alebo znehodnotení zásielky je Zasielateľ povinný nahradiť rozdiel medzi cenou, ktorú mala zásielka v čase jej prevzatia Príkazcom a cenou, ktorú bude mať v čase odovzdania poškodená alebo znehodnotená zásielka.
10. Zasielateľ má na zabezpečenie svojich nárokov vyplývajúcich z tejto zmluvy zádržné právo k zásielke, dokiaľ je zásielka u zasielateľa.

Článok IV. Práva a povinnosti Príkazcu

1. Príkazca sa zaväzuje odovzdať Zasielateľovi zásielku v mieste určenia 01.07.2024 . V mieste konania LOH v Paríži vo Francúzsku sa zaväzuje Príkazca 12.8.2024 odovzdať zásielku podľa čl. III. bod 2 tejto zmluvy.
2. Príkazca sa zaväzuje zaplatiť Zasielateľovi odplatu za podmienok podľa čl. II. tejto zmluvy.
3. Príkazca je povinný poskytnúť Zasielateľovi správne a úplné údaje o obsahu zásielky a jeho povahe, pričom zodpovedá za škodu spôsobenú Zasielateľovi porušením tejto povinnosti.
4. Zasielateľ je povinný v prípade porušenia povinnosti podľa čl. III bod 2 tejto zmluvy zaplatiť príkazcovi zmluvnú pokutu vo výške 3. 000 eur (slovom Tritisíc eur).

Článok V. Ďalšie ustanovenia

1. Zasielateľ zodpovedá za škodu na prevzatej zásielke, ktorá vznikla pri obstaraní prepravy, ibaže ju nemohol odvrátiť pri vynaložení odbornej starostlivosti.
2. Za škodu na zásielke však Zasielateľ nezodpovedá, ak sa preukáže, že bola spôsobená:
 - a) Príkazcom alebo vlastníkom zásielky,
 - b) vadou alebo prirodzenou povahou obsahu zásielky,
 - c) vadným obalom, na ktorý Zasielateľ upozornil Príkazcu pri prevzatí zásielky na prepravu a ak bol vydaný nákladný alebo náložný list, bola v ňom vadnosť obalu poznamenaná; ak neupozornil Zasielateľ na vadnosť obalu, nezodpovedá Zasielateľ za škodu na zásielke vzniknutú v dôsledku tejto vadnosti len vtedy, ak vadnosť nebola pri prevzatí zásielky poznateľná.
3. Zasielateľ je povinný urýchlene podať Príkazcovi správu o škode na zásielke vzniknutej do jej odovzdania Príkazcovi. Zasielateľ zodpovedá za škodu spôsobenú Príkazcovi porušením tejto povinnosti.

Článok VI. Odstúpenie od zmluvy

1. Zmluvné strany sa dohodli že porušenie zmluvných povinností dohodnutých v tejto zmluve zakladá oprávnenie odstúpiť od tejto zmluvy tej strane, ktorá je tým dotknutá a za podmienok ustanovených v § 344-351 Obchodného zákonníka.

Článok VII. Záverečné ustanovenia

1. Táto zmluva nadobúda platnosť dňom jej podpisu oboma zmluvnými stranami a účinnosť dňom nasledujúcim po dni jej zverejnenia v Centrálnom registri zmlúv Úradu vlády SR.
2. Zmluvné strany berú na vedomie povinnosť Príkazcu zverejniť túto zmluvu podľa § 5a) zákona č. 211/2000 Z.z. o slobodnom prístupe k informáciám a o zmene a doplnení

niektorých zákonov v znení neskorších predpisov a na tento účel zmluvné strany vyhlasujú, že súhlasia so zverejnením zmluvy v rozsahu platnej legislatívy.

3. Zmluva bola vyhotovená v dvoch rovnopisoch, z ktorých každá zmluvná strana obdrží po jednom vyhotovení.
4. Akékoľvek zmeny zmluvy je možné vykonať výlučne na základe písomnej dohody zmluvných strán formou písomných dodatkov podpísaných oboma zmluvnými stranami.
5. Veci osobitne neupravené touto zmluvou sa riadia všeobecne záväznými právnymi predpismi Slovenskej republiky, najmä príslušnými ustanoveniami zákona č. 513/1991 Zb. Obchodný zákonník v znení neskorších predpisov.
6. Zmluvné strany vyhlasujú, že ich vôľa prejavená v tomto právnom úkone je slobodná, vážna a bez omylu, prejavy vôle sú určité a zrozumiteľné, zmluva nebola uzatvorená v tiesni a za nápadne nevýhodných podmienok, zmluvné strany si zmluvu prečítali, jej obsahu porozumeli a na znak súhlasu ju vlastnoručne podpisujú.
7. Neoddeliteľnou súčasťou zmluvy sú nasledovné prílohy:
Príloha č. 1: Zoznam prepravovanej techniky
Príloha č. 2: Cenová ponuka prepravy Bratislava – Paríž, Paríž – Bratislava
Príloha č. 3: Podmienky poistenia

V Bratislave dňa

V Bratislave dňa.....

.....
Radoslav Miko
Konateľ

.....
Ing. Marcela Kucianová
Konateľ

.....
Mgr. Ľuboš Machaj
Generálny riaditeľ RTVS

RTVS
Mlynska dolina
845 45 Bratislava
Attn: Petra Ninajova

Kühne + Nagel (AG & Co.) KG
KN Expo & Event Logistics
Messegelände Riem Tor 21
81829 München
Tel.: +49 (0) 151 5998 2482
E-Mail: maximilian.haehnel@kuehne-nagel.com
Datum: 21.06.2024

Indication

for a road transport to/ from Summer Olympics Paris 2024

Dear Petra

Thank you for your inquiry and we would like to offer you the costs based on your shipment data as following:

BASIS:

5 Pieces | 2x 95 x 51 x 99 cm; 2x 178 x 78 x 97 cm; 1x 140 x 77 x 105 cm | 730,00 kg | 5,20 cbm

No dangerous goods as per the current valid ADR-DGD Regulations

TRANSPORTCHARGES from Slovakia to France

from SK-Bratislava up to free arrival Warehouse Kuehne+Nagel Paris via partial load

including:

- Pick up of the shipment in Bratislava
- 1 hour free of loading
- Transport from Bratislava to Paris
- Actual diesel surcharge
- 1 hour free of unloading
- Delivery of the shipment in Paris
- Documentation

as per specification above	per shipment	975,00 EUR
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HANDLING CHARGES in France:

Warehouse charges Inbound: Based on 5 Pieces / 5,20 cbm		
In- & Outbound Handling	per way/ per pallet	16,88 EUR
Storage charges	per day/ per pallet	2,66 EUR
Delivery charges:		
Transport from KN Warehouse to the IBC	per Way	1.450,00 EUR
Including Handling & Delivery at the IBC		
Pick up Charges:		
Transport from the IBC to KN Warehouse	per Way	1.450,00 EUR
Including Handling & Pick up at the IBC		

Warehouse charges Outbound: Based on 5 Pieces / 5,20 cbm



In- & Outbound Handling	per way/ per pallet	16,88 EUR
Storage charges	per day/ per pallet	2,66 EUR
MDS Fee for Venue Access	per Entry to Venue	125,00 EUR

TRANSPORTCHARGES from France to Slovakia

from Warehouse Kuehne+Nagel Paris up to free arrival SK-Bratislava via partial load

including:

- Pick up of the shipment in Paris
- 1 hour free of loading
- Transport from Paris to Bratislava
- Actual diesel surcharge
- 1 hour free of unloading
- Delivery of the shipment in Bratislava
- Documentation

as per specification above per shipment **975,00 EUR**

Insurance Service via Kuehne+Nagel

Insurance Rate via Road freight/ Roundtrip (In- and Outbound)
Value of Insurance: 467.000,00 EUR

Costs for Insurance	per Insurance/ per Way	373,60 EUR
+ Service charge to cover insurance via Kuehne + Nagel	per Insurance	70,00 EUR

EXCLUSIONS

- Stand and Waiting times after included time (1h)
 - Warehouse Charges
 - Costs of authorities
 - Nighttime, Saturday, Sunday or Public Holiday Surcharges
 - Any other unforeseeable charges
- as per outlay +10%

Contact persons for your project – Paris 2024

Dominik Frank
Head of Department Event Logistics

Kühne + Nagel (AG & Co.) KG
Messegelände Riem Tor – 21
81829 München
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Maximilian Hähnel
Road Logistics Expo & Events Specialist

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TERMS & CONDITIONS

Rates are valid till **01.07.2024** (shipping date). All charges and dates are subject to change, based on today's exchange rates, tariffs, and availability of the carriers of our choice.

Payment Terms: after credit check

We operate exclusively in accordance with the Allgemeine Deutsche Spediteursbedingungen (ADSp) (German Freight Forwarders' General Terms and Conditions) latest version. Our offer remains non-binding until the order is placed and it is based on the continued validity of any previous freight, volume, valuta and transportation conditions that exist between us. According to ADSp our invoices have to be paid immediately, unless otherwise agreed. We ask you to take a notice about the liability limitations, which differ from the law in paragraphs 23 and 24 ADSp.

The full text of the ADSp is available under <https://de.kuehne-nagel.com/>. On request, we can provide you the ADSp by mail.

Additionally will be agreed,

- (1) that Paragraph 27 ADSp of international agreements neither our liability nor the addition of faults of people or other third party will be extended for the benefit of the customer and
- (2) that in German merchant shipping law mentioned cases of nautical faults or fire on board only for own faults and
- (3) that due to the CMNI conditions we are not liable for nautical faults, fire on board or for lacks of vessels.

We look forward to our successful cooperation.

If you would prefer, we can discuss the details of your quotation by mail/ phone.

Kind Regards

Kühne + Nagel (AG & Co.) KG
KN Event Logistics

ppa. Dominik Frank

i.A. Maximilian Hähnel

PRÍLOHA Č. 3

PODMIENKY POISTENIA

Non-binding Recommendations of the German Insurance Association (GDV) for Facultative Use.
Other conditions may be agreed.
In case of deviations, only the German wording shall be binding and prevail.

DTV Cargo Insurance Conditions 2000/2011

(DTV Cargo 2000/2011)

All Risks

Sample terms and conditions of the GDV

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1 Interest / subject matter of the insurance

1.1 Insurable interest

1.1.1 The subject matter of the cargo insurance can be any monetary interest a person has in seeing that the goods survive the perils of transport and associated storage.

1.1.2 Covered are the goods specified in the insurance policy and/or other expenses and costs.

1.1.3 Besides the goods, other insurable interests can also include

- anticipated profit,
- increased value,
- duty,
- freight,
- taxes and charges
- other costs.

1.1.4 The Insured can insure his own interest (insurance for own account) or that of another (insurance for third-party account). See No. 13 for further details.

1.2 Notwithstanding other provisions of the insurance contract, cover shall be granted only insofar as and as long as not in contradiction to economic, trade or financial sanctions or embargoes enacted by the European Union or the Federal Republic of Germany that are directly applicable to the contracting parties.

This shall also apply to economic, trade or financial sanctions or embargoes enacted by the United States of America with regard of the Islamic Republic of Iran, insofar as those are not in contradiction to European or German legislative provisions.

2 Scope of cover

2.1 Perils and losses/damages

The Insurer covers all risks to which the goods are subject for the duration of the insurance.

Irrespective of percentage, the Insurer makes good loss of or damage to the insured goods arising from an insured peril.

2.2 Special cases

2.2.1 Pre-carriage goods or returned goods

Pre-carriage goods or returned goods are covered under the same conditions as other goods. This does not affect the Insured's obligation to prove that the damage occurred during the insured transport.

2.2.2 Damaged goods

If the goods are already damaged at the inception of the policy, the Insurer makes good the loss or damage only if the existing damage did not have any influence on the damage that occurred during the insured period.

- 2.3 Insured expenses and costs
- 2.3.1 The Insurer also indemnifies:
- 2.3.1.1 General Average contributions (G.A.) based on an adjustment drawn up in accordance with the law, the York-Antwerp Rules, the Rhine Rules (IVR), or any other internationally recognised G.A. rules, provided that the measure was intended to avert an insured loss/damage. If the contributory value exceeds the insured value and the latter equals the sum insured, the Insurer indemnifies to the limit of the sum insured. Provisions relating to under insurance as well as the conditions under No. 2.3.3 are unaffected by the above.
- Within the scope of these provisions, the Insurer undertakes to reject claims made against the Insured for compensation and expenses arising from the Both to Blame Collision Clause;
- 2.3.1.2 expenses for averting, minimising and ascertaining the scale or extent of damage, such as
- 2.3.1.2.1 expenses reasonably incurred in averting or minimising an insured loss when that loss/damage has occurred (loss event) or is directly threatening;
- 2.3.1.2.2 expenses incurred by the Insured on the instruction of the Insurer when an insured loss/damage has occurred;
- 2.3.1.2.3 costs properly and reasonably incurred in assessing or determining the insured loss/damage, as well as costs incurred by a third party appointed to perform this task on instruction of the Insurer;
- 2.3.1.3 costs properly and reasonably incurred in transhipping, temporarily storing and forwarding the goods after an insured event or an insured accident involving the means of transport has occurred, insofar as they were incurred on instruction of the Insurer and are not already covered under No. 2.3.1.2.
- 2.3.2 The Insurer bears the expenses and costs as per Nos. 2.3.1.2.1 and 2.3.1.2.2 even if the measures undertaken were unsuccessful.
- 2.3.3 Expenses and costs as per Nos. 2.3.1.1 and 2.3.1.2 are reimbursed even if, together with other payments, they exceed the sum insured.
- 2.3.4 The Insured may request the Insurer to assume contributions to general average via guarantee, advance him such contributions, as well as advance the amount required to avert, minimise or ascertain the size of a loss.
- 2.4 Perils not covered
- 2.4.1 Cover is not provided for the following perils:
- 2.4.1.1 war, civil war or similar hostilities as well as perils which - whether war be declared or not - arise out of the hostile use of weapons of war and from the existence of derelict weapons of war as a result of one of these perils;
- 2.4.1.2 strikes, lock-outs, industrial unrest, acts of violence by terrorist or political groups - regardless of the number of people involved - riots and other civil commotions;
- 2.4.1.3 confiscation, deprivation of possession or other acts of authorities;
- 2.4.1.4 the use of chemical, biological, biochemical substances or electromagnetic waves as weapons which constitute a public danger, irrespective of other contributory causes;
- 2.4.1.5 nuclear energy or other ionising radiation;
- 2.4.1.6 insolvency or financial default of the shipowner, charterer or operator, or in respect of any other financial dispute involving the above parties, unless:
- the Insured can prove that he exercised the diligence of a prudent businessman in choosing the above parties or the responsible forwarding agent;
 - the Insured or Assured is the buyer and, under the terms of the sales contract, had no control over the choice of persons involved in the transport of the goods.
- 2.4.2 The risks covered under Nos. 2.4.1.1 - 2.4.1.3 and 2.4.1.5 can be insured additionally within the scope of the respective DTV clauses.
- 2.5 Exclusions
- 2.5.1 The Insurer is not liable for losses/damages arising from
- 2.5.1.1 a delay in the transport;
- 2.5.1.2 inherent vice or the nature of the goods;
- 2.5.1.3 customary differences or losses in number, weight or measure of the goods. If a deductible has been agreed, however, such differences or losses are regarded as covered;
- 2.5.1.4 ordinary humidity or fluctuations in temperature;
- 2.5.1.5 inappropriate and inadequate packaging or incorrect stowage insofar as the Insured acted wilfully or with gross negligence.
- 2.5.2 The Insurer is not liable for indirect loss/damage in whatever form.
- 2.6 Causation
- In the event of a loss/damage which, under the circumstances, could also have been caused by a non-insured risk (see Nos. 2.4.1.1 - 2.4.1.3, and No. 2.4.1.6) or peril (see Nos. 2.5.1.1 - 2.5.1.5), the Insurer is obliged to indemnify if the loss or damage was, in all probability, caused by an insured peril.
- 3 Faults of the Insured**
- The Insurer is not obliged to indemnify if the insured event is caused by a wilful or grossly negligent act of the Insured.
- 4 Insured's duty of disclosure before inception**
- 4.1 Before inception of the policy, the Insured is obliged to disclose all material facts and circumstances, and to answer completely and truthfully all questions posed by the Insurer. A material fact is a circumstance that would influence the Insurer in accepting, declining or rating the insurance. In case of doubt, a material fact is understood as one that the Insurer has queried expressly or in writing.
- If a representative appointed by the Insured concludes the policy and the former is aware of a material fact, the Insured shall be deemed to have been aware of said material fact himself.
- 4.2 The Insurer is not obliged to indemnify if incomplete or inaccurate information is disclosed.
- 2.4.1.4 the use of chemical, biological, biochemical sub-

This also applies if information was not disclosed on account of the Insured's ignorance of the fact and this was due to gross negligence on his part.

If the loss event has already occurred, the Insurer may not refuse cover if the Insured can prove that the incomplete or inaccurate information disclosed influenced neither the loss event occurring nor the size or scale of the payment obligation.

If the Insurer refuses to indemnify the Insured, the latter may cancel the policy. This right to cancel the policy lapses if the Insured fails to exercise it within one month of receiving notification of the Insurer's decision to refuse indemnification.

- 4.3 The Insurer shall be obliged to indemnify if he was aware of the material facts or that such facts had been inaccurately disclosed.

The same applies if the Insured can prove that neither he nor his representative was responsible for the incomplete or inaccurate disclosure of the information.

If the Insurer requested the Insured to disclose material facts in writing, and the latter failed to disclose a circumstance that was not queried expressly by the Insurer, the latter is exempt from liability only if it can be proved that the Insured, or his representative, concealed the information with intent to deceive.

- 4.4 If the Insurer is obliged to indemnify in the absence of fault on the part of the Insured or his representative, the Insurer is due an additional premium to be agreed on commensurate with the aggravated risk. The same applies if neither contracting party was aware of a material fact prior to conclusion of the policy.

- 4.5 The right of the Insurer to avoid the contract for fraudulent misrepresentation of material facts remains unaffected.

5 Alteration of risk

- 5.1 The Insured may change the risk, in particular aggravate it, as well as allow change by a third party.

- 5.2 If the Insured alters the risk or becomes aware of a change of risk, he shall inform the Insurer without delay.

- 5.3 A change of risk is said to exist in particular when
- the commencement or end of the insured transport is subject to considerable delay;
 - there is a major deviation from the specified or customary transport route;
 - the destination port or airport is changed;
 - the goods are stowed on deck.

- 5.4 The Insurer is not obliged to indemnify if the Insured fails to disclose an aggravation of risk, provided that the failure to disclose was neither a wilful nor grossly negligent act and influenced neither occurrence of the loss event nor the amount payable by the Insurer.

- 5.5 The Insurer is due an additional premium commensurate with the aggravated risk, unless the aggravation was in the Insurer's own interest or on humanitarian grounds, or was caused by an insured event that posed a threat to the goods.

- 5.6 The Insurer is not entitled to cancel the policy on the grounds of a change of risk.

6 Alteration or abandonment of conveyance

- 6.1 The Insurer is not obliged to indemnify if the goods are shipped via a means of transport other than the one named in the policy, or are discharged despite direct transport having been stipulated. The same applies if a specific means of transport or specific route were named in the policy.

- 6.2 The Insurer's obligation to indemnify remains unaffected if, after inception of the policy, the transport is altered or abandoned as a consequence of an insured event or without the consent of the Insured. The provisions governing alteration of risk apply correspondingly.

7 Obligations prior to occurrence of loss

- 7.1 Means of transport

If a specific means of transport with which to convey the goods was not agreed, the Insured shall - insofar as he is able to exercise any influence on the choice of such means - employ means of transport which are suitable for stowing and transporting the goods.

Furthermore, ocean-going vessels are considered suitable only if they meet the conditions of the DTV's Classification and Age Clause and, where required, are certified according to the International Safety Management Code (ISM Code), or if the shipowner is in possession of a valid Document of Compliance (DoC), as required by the 1974 SOLAS Convention and supplements.

- 7.2 Legal consequences of a breach of obligations

If the Insured breaches this or any other contractually agreed obligation by way of a deliberate or grossly negligent act, the Insurer will not be obliged to indemnify unless the breach was not deemed to be the cause of the insured event or had no bearing on the scope of the indemnification.

If unsuitable means of transport are employed, the goods will still be covered if the Insured was unable to exercise any influence on the choice of such means, or he exercised the diligence of a prudent businessman when choosing the carrier or forwarding agent. Should the Insured become aware of the unsuitability of a means of transport, he shall notify the Insurer immediately and pay a reasonable additional premium to be agreed with the Insurer.

8 Policy duration

The policy provides cover from warehouse to warehouse, and

- 8.1 commences the moment the goods are removed - for immediate transport - from the place of storage.
- 8.2 Depending on which occurs first, the cover terminates
- 8.2.1 the moment the goods arrive at the place of final delivery stipulated by the consignee;
- 8.2.2 the moment the goods are forwarded after discharge at the port or airport of destination to a place of delivery not named in the policy if this change aggravates the risk;
- 8.2.3 on expiry of days after the goods have been discharged from the ocean-going vessel or aeroplane at the port or airport of destination. Provided the Insured's own interest is involved, the policy will

not terminate at the end of the period agreed - following discharge of the goods from the ocean-going vessel or aeroplane at the port or airport of destination - an insured peril delayed the insured voyage and the Insured reported the delay immediately. The Insurer is due a reasonable additional premium that is to be agreed;

- 8.2.4 if the goods are transported as per Incoterms FOB or CFR when stowed on board an ocean-going vessel;
- 8.2.5 if the goods are sold when an insured peril has occurred and when risk is passed;
- 8.2.6 upon expiry of the period agreed in No. 9.1 when goods are temporarily stored by order of the Insured.

9 Storage

- 9.1 If the goods need to be stored during the duration of the policy, cover is limited to days per storage period.
- 9.2 For storage in the ordinary course of transit not by order of the Insured, cover extends beyond the period agreed in No. 9.1 above only if the Insured can prove that he had no knowledge of the storage period being exceeded or could not, according to sound commercial principles, influence the duration of storage.

The Insured shall notify the Insurer immediately upon becoming aware of the storage period having been exceeded. The Insurer is due a reasonable additional premium to be agreed.

If the goods are transported by sea or air, No. 8.2.3 applies on a supplementary basis.

- 9.3 The periods of storage stated in Nos. 9.1 - 9.2 include the day of arrival and the day of departure.

10 Sum insured; insured value

- 10.1 The sum insured should correspond to the insured value of the goods.
- 10.2 The insured value is the fair market value of the goods or, failing that, their market value at the place of departure at commencement of cover plus the cost of insurance, the costs incurred until the goods are delivered to the carrier, and the freight ultimately paid.
- 10.3 Interests as per No. 1.1.3 are covered by special arrangement only, and only if they are part of the sum insured or correspond to the insured value of the goods. They include anticipated profit for the buyer of 10 % of the insured value.
- 10.4 The provisions contained in No. 10.1 can be applied correspondingly to the separate insurance of other interests. No. 10.2 applies, in particular, to the insurance of increased value.
- 10.5 If the insured value has been fixed at an agreed value, the latter determines the insured value. The Insurer is, however, entitled to demand that the agreed value be lowered if it exceeds the real insured value by a substantial amount. If the sum insured is less than the agreed value, the Insurer shall indemnify - even when the agreed value has been lowered - only in the proportion the sum insured bears to the agreed value.

This provision applies accordingly to the insurance

of other insurable interests.

11 Policy

- 11.1 At the Insured's request, the Insurer is obliged to issue a signed certificate documenting the insurance contract (policy).
- 11.2 If a policy has been issued, the Insurer is not obliged to indemnify until presented with this policy. The payment to the holder of the policy discharges the Insurer from further liability.
- 11.3 If the policy is lost or destroyed, the Insurer is obliged to indemnify once the policy has been declared invalid, or security has been given; security by way of a guarantee is excluded. The same applies to the Insurer's obligation to issue a replacement policy, the cost of which is borne by the Insured.
- 11.4 The contents of the policy are regarded as approved by the Insured - without the legal consequences needing to be advised - if they are not contested immediately upon issue. The right of the Insured to contest such approval on account of an error remains unaffected.

12 Premium

- 12.1 The premium plus additional costs and insurance tax are due immediately upon conclusion of the insurance contract.
- 12.2 Payment is considered made in good time if it is effected immediately upon receipt of the insurance policy and/or the invoice.
- 12.3 If the Insured is responsible for not making the payment in good time, he will be regarded as having defaulted the moment he receives a written reminder. The Insurer makes a written request for the payment and sets a deadline for payment of at least two weeks.
- 12.4 If the Insured is still in default after the two weeks have passed, the Insurer is released of his obligation to indemnify any insured event which occurs before the payment is made.

The Insurer may cancel the insurance contract without notice if the Insured is still in default after a further two weeks. The Insurer is nevertheless entitled to payment of the agreed premium.

The Insurer is not entitled to invoke the legal provisions contained in this section of the conditions until he has notified the Insured in writing.

13 Insurance for account of another (to whom it may concern)

- 13.1 The Insured may conclude the insurance policy in his own name on behalf of another with or without having to name the Assured in person (insurance for account of another).

If insurance is taken out for account of another and the latter is named in person, it is assumed that the contracting party is acting not as a representative, but in his own name for account of another.

In the case of an insurance contract concluded "to whom it may concern" or if the contract leaves open the account for which the insurance cover is to apply, the provisions for insurance for account of another apply if it emerges that the interest of another is being insured.

- 13.2 The Assured is entitled to exercise his rights under the contract. However, only the Insured is entitled to request that the policy be handed over.
- Without the Insured consent, the Assured is not entitled to exercise his rights under the contract and to enforce these rights in a court of law unless he is in possession of the policy.
- 13.3 The Insured is entitled to exercise in his own name the contractual rights due to the Assured.
- If a policy has been issued, the Insured is not entitled to accept a payment and transfer the rights of the Assured unless he is in possession of the policy.
- The Insurer is not obliged to indemnify the Insured unless the latter can prove that the Assured has given his approval to the insurance.
- 13.4 The Insured is not obliged to surrender the policy to the Assured or - in the case of insolvency of the latter - to the receiver before he has been satisfied for claims he has on the Assured in respect of the subject matter insured. He is entitled to satisfy himself for such claims out of the insurance claim against the Insurer or out of the collected indemnity.
- 13.5 The Insurer may set off any claim he has on the Insured who effected the insurance against an insurance claim in so far as the Insurer's claim results from the insurance taken out by the Insured for the Assured.
- 13.6 The knowledge and conduct of the Assured is considered to be equivalent to the knowledge and conduct of the Insured.
- 13.6.1 Where the insurance was concluded without the knowledge of the Assured, it is of no avail whether or not he knew or ought to have known of the occurrence. The same applies if timely notification of the Insured was either not possible or not feasible under the circumstances.
- 13.6.2 If the Insured concluded the contract without the Assured's consent and failed to notify the Insurer thereof, the Insurer is not obliged to accept a plea of ignorance in a claim against him.
- 13.7 The insurance may not be concluded for the benefit of ocean carriers, carriers, warehouse keepers and forwarding agents.
- 14 Sale of the insured property**
- 14.1 If the Insured sells the insured good, the purchaser shall take the place of the Insured in the rights and duties arising out of the insurancecontract for the duration of his ownership.
- The vendor and the purchaser shall be jointly and severally liable for the premium for the insurance period in force at the time the transfer took place.
- The Insurer shall be required to bear the consequences of the transfer only as of such time as he becomes aware of it.
- 14.2 If a policy has been issued, joint liability of the buyer for the payment of premiums and ancillary costs no longer apply. Once the policy has been issued, the Insurer cannot claim exemption from obligation to indemnify as per No. 12.4 on account of non-payment of premium unless the buyer knew or ought to have known the reason for this exemption.
- 14.3 If the compensation claim is assigned by way of a pledge, the provision contained in No. 14.2 Para. 2 applies in favour of the pledgee.
- 14.4 The Insurer is not entitled to cancel the policy on the grounds of the sale of the insured goods.
- 14.5 The Insured is not obliged to report the sale of the goods to the Insurer.
- 14.6 The purchaser is entitled to cancel the policy with immediate effect. This right to cancel the policy lapses if the purchaser fails to exercise it within one month of acquiring the goods or, if he was unaware of the existence of the policy, within one month of becoming aware of the policy.
- 14.7 If the policy is cancelled in accordance with No. 14.6 above, the vendor shall pay the premium, the purchaser bears no liability for the premium.
- 15 Provisions for the loss event**
- 15.1 Declaration of loss event
- The Insured shall notify the Insurer immediately of any loss/damage.
- 15.2 Averting or minimising the loss/damage
- In the event of a loss/damage, the Insured shall avert or minimise the damage as far as possible. He shall observe any instructions of the Insurer and shall request such instructions as far as circumstances allow.
- 15.3 Instructions of the Insurer or the surveyor
- 15.3.1 The Insured shall observe the instructions of the Insurer concerning the loss, consult immediately with the surveyor named in the policy or the insurance certificate in order to assess the damage, and submit the latter's survey report to the Insurer.
- 15.3.2 If there is good reason, the services of the nearest Lloyd's agent may be called upon in place of the surveyor named in the policy.
- 15.4 Disclosure of information
- The Insured shall provide the Insurer with all information required to assess the insured loss or the extent of the indemnification due. He is obliged to procure and safeguard all evidence that may be of relevance to the later clarification of events leading up to the loss, or which are necessary for the assertion of claims of recourse.
- 15.5 Legal consequences of a breach of obligations
- If the Insured fails, either wilfully or through gross negligence, to meet any of the obligations stated in Nos. 15.2 - 15.4 above, the Insurer is released from his obligation to indemnify without the need to separately explain the legal consequences of such a breach to the Insured. The Insurer shall remain to indemnify provided that the breach of obligation had no influence on the determination of the insured event or on the determination of the scale of the indemnity payable by the Insurer.
- 15.6 Right of subrogation
- In the event of a loss, the Insured shall safeguard the right of recourse against third parties who are or might be liable for the loss, as well as assist the Insurer in the recourse proceedings.
- If the insured breaches this duty either wilfully or through gross negligence, the Insurer is released

from his obligation to indemnify if he is unable to claim compensation from the third party.

16 Lodgement of claims; forfeiture of right to compensation

16.1 The Insured shall claim for an insured loss within fifteen months of termination of the covered risk and, if the means of transport has disappeared presumed lost, before expiry of the period of presumptive loss. The postmark shall evidence adherence to the time limit.

16.2 The Insured shall forfeit his right to compensation if the claim is not made in good time.

17 Indemnification

17.1 Loss of goods

If the goods are lost either totally or in part, if they are no longer available and there is no prospect of return, or if - in the opinion of an expert - the original state of the goods has been destroyed, the Insured is entitled to claim the share of the sum insured assigned to the goods minus the value of salvaged goods.

17.2 Disappearance

If both the goods and the means of transport have disappeared, the Insurer indemnifies the Insured for total loss unless it can be assumed with all probability that the loss was caused by an uninsured risk. The means of transport are presumed lost 60 days after the expected date of arrival (30 days for journeys within Europe) and no news has been received by the time the claim is made. If communication links are interrupted owing to war, hostile events, civil war or civil commotion, the time period is extended in accordance with the circumstances up to a maximum of 6 months.

17.3 Damage to goods

17.3.1 If all or part of the goods are damaged, their fair market value or, failing that, the market value they would have had at the place of discharge had the loss not occurred (sound value) and their damaged value shall be determined. The indemnification due bears the same proportion to the sum insured as the gross damaged value bears to the gross sound value.

17.3.2 Immediately upon notification of the facts material to the extent of claim, the Insurer may request the damaged value to be determined by private sale or public auction. In this case, the gross proceeds from the sale take the place of the damaged value. If the conditions of sale require the seller to deliver in advance, the Insurer guarantees the payment of the purchase price, provided he has agreed to the terms of sale.

17.4 Repair/replacement

17.4.1 In the event of damage to or loss of part of the goods, the Insured may, in lieu of part of the insured value, claim compensation for the necessary costs incurred at the time of loss of repairing or replacing the damaged or lost goods.

17.4.2 In the event of damage to or loss of goods that form part of an insured entity, the Insurer indemnifies for total loss if repair or replacement is either impossible or inexpedient. Any residual value is taken into account.

17.4.3 The Insurer reimburses without deductible "new for old" the necessary costs at the time the loss was noted of repairing or replacing used machines, devices, equipment, vehicles and their components. If the current value of the above equipment amounts to less than 40 % of its new value, the reimbursement payable shall not exceed the current value.

17.5 Underinsurance

If the sum insured is less than the insured value, the Insurer is liable for the loss and expenses only in the proportion of the insured amount to the insured value.

17.6 Sale of goods before termination of the insured transport

17.6.1 After inception of the policy, if the transport is abandoned or is not completed for any reason and the Insurer is still obliged to indemnify, the latter is entitled to request the Insured to sell the goods with his assistance by private sale or public auction if the goods could not be forwarded at reasonable cost or within an agreed period of time. If the Insurer requests that the goods be sold, the sale shall take place immediately.

17.6.2 In the event of a sale, the Insured can demand reimbursement of the difference between the sum insured and the proceeds from the sale. The same applies if the goods in transit have to be sold as a result of a loss claimed against the Insurer.

17.6.3 If the conditions of sale require the seller to pay/deliver in advance, the Insurer guarantees the payment of the purchase price, provided he has agreed to the terms of sale.

17.7 Non-materialisation of interest; saved costs

If an insured interest or anticipated profit, increased value, customs duty or freight or other costs do not materialise when the loss occurs, the corresponding part of the sum insured is ignored when determining the extent of the loss. The same applies to any costs saved on account of a loss event having occurred.

17.8 Other recoveries

Any other recoveries received by the Insured in respect of a loss are set off by the Insurer against the indemnification payable.

18 Subrogation

18.1 If the Insured requests payment of the sum insured, the Insurer may decide whether or not the rights to the goods or the title to the insured goods shall transfer to him upon payment of the sum. This right applies only if exercised immediately by the Insurer upon notification of the circumstances of the loss event.

18.2 If the Insurer elects subrogation, the Insured is obliged to minimise the loss if the Insurer himself is unable to do so. The Insured is obliged to disclose all information required to assert the rights, furnish or make available any probative documents, as well as assist the Insurer in recovering and evaluating the goods. The Insurer bears the relevant costs and advance these upon request. The Insured receives that part of the net proceeds from the sale that exceeds the sum insured.

18.3 If the Insurer does not choose subrogation, the

Insured pays the Insurer either the fair market value of the recovered goods or the net proceeds from the sale.

- 18.4 Subrogation of claims against a third party and the Insurer's rights to abandonment remain unaffected.

19 Abandonment by the Insurer

- 19.1 The Insurer is, in the event of an insured loss, entitled to discharge himself from all further liabilities by payment of the sum insured.

- 19.2 Notwithstanding any discharge of liability, the Insurer nonetheless remains obliged to indemnify the Insured for costs of averting or minimising the loss or in repairing or replacing the insured object, properly incurred before he was notified of the Insurer's intention to discharge himself from liability by payment of the sum insured. This also includes insured costs, which the Insured has undertaken to pay.

- 19.3 The Insurer's right to discharge himself from liability by payment of the sum insured ceases if the Insured fails to receive notification of this intent within one week of the Insurer becoming aware of the loss event and its direct consequences.

- 19.4 Payment of the sum insured does not earn the Insurer rights to the insured objects.

20 Experts' procedure

If the cause or extent of the loss is disputed, either party is entitled to request their ascertainment by an expert.

- 20.1 In this case, each party nominates an expert without delay. Upon naming an expert, each party is entitled to request the other in writing to do the same. If the second expert is not named within four weeks of receipt of the written request, the requesting party is entitled to have the expert named by the Chamber of Industry & Commerce (alternatively by the Consulate General of the Federal Republic of Germany) of the district in which the goods are currently located.

- 20.2 Before the survey begins, the two experts appoint a third party as a representative. If the parties cannot agree on a choice of representative, either or both parties can request that the representative be appointed by the Chamber of Industry & Commerce (alternatively by the Consulate General of the Federal Republic of Germany) of the district in which the goods are currently located.

- 20.3 The reports produced by the experts contain all information which, depending on the task at hand, is required to determine the cause of the loss and to assess the extent of the indemnification due.

- 20.4 The experts present each party with their findings simultaneously. If the findings diverge, the Insurer forwards the reports to the representative without delay. The representative then settles the disputed issues within the bounds of the findings made by the experts and present both parties with his decision at the same time.

- 20.5 Each party assumes the costs of his own expert. Each party pays half the costs of the representative. This applies even if the two parties agree mutually on an experts procedure. If the Insurer requested the procedure, he bears the entire costs of

the proceedings.

- 20.6 The findings of the experts or of the representative are binding unless it is obvious that they deviate substantially from the facts of the case.

- 20.7 If the experts or the representative are unable or unwilling to produce findings, or if they delay proceedings unduly, different experts shall be appointed.

21 Limits of liability

- 21.1 The Insurer's liability for losses occurring during the duration of the insurance is limited to the sum insured.

- 21.2 No. 21.1 applies equally to any subsequent loss event. If payments have been made to cover repairs or replacement, or expenses and costs as per Nos. 2.3.1.1 and 2.3.1.2 have been incurred, or if the Insured has become obliged to pay expenses of this kind, the sum insured is not reduced by the amount of such payments and obligations.

- 21.3 This does not affect No. 2.3.3 above.

22 Due date/payment of indemnity

- 22.1 The Insurer is obliged to indemnify within two weeks of the final assessment of the loss. If the size of the indemnity payment could not be finalised within a month of the loss being reported, the Insured is entitled to demand part payment of the minimum amount likely under the circumstances.

- 22.2 The date on which the right to part payment arises is deferred by the length of time by which ascertainment of the insured event and the extent of the Insurer's obligation were delayed, if this delay was the fault of the Insured.

- 22.3 Indemnification must be paid in the currency of the sum insured.

23 Transfer of claims for loss/damages

- 23.1 If the Insured is entitled to claim against a third party, these rights transfer to the Insurer upon indemnification of the Insured. The transfer may not be to the detriment of the Insured. In this event, the Insured is obliged to provide the Insurer with the information required to assert these rights, to submit - provided they are in his possession - all certificates documenting the claim, and to submit all papers - certified by a notary public - documenting the transfer of rights. The Insurer shall bear these costs.

Section 1 applies accordingly in case of general average. However, the Insured's claim to General Average allowance will pass to the Insurer the moment it arises if the latter is liable for sacrifices. If the compensation exceeds the damages and expenses paid by the Insurer, the excess is payable to the Insured.

- 23.2 The Insurer is discharged of his obligation to indemnify insofar as the Insured is unable to claim against a third party responsible for the transport because his legal liability is limited beyond the customary measure or excluded by contract. This does not apply if the limitation or exclusion was beyond the Insured's control.

- 23.3 Even after the right of recourse has transferred to the Insurer, the Insured is obliged to minimise the loss, if need be, by withholding payments such as

freight. The Insured is obliged to assist the Insurer in asserting the claim and to forward immediately any material information, messages and documents. The Insurer shall bear the costs and make advance payments upon request.

24 Limitation period

- 24.1 Claims arising from the policy are subject to a limitation period of three years. The limitation period commences at the end of the year in which payment can be requested. In case of general average, the period commences at the end of the year in which the Insured's contribution is asserted by way of a general average adjustment which meets the requirements laid down in No. 2.3.1.1.
- 24.2 If the Insured has reported a claim to the Insurer, the limitation period is suspended until the Insured has received a decision in writing from the Insurer.

25 Co-insurance

- 25.1 If several Insurers underwrite a policy, the latter are obliged to indemnify for their respective shares only, i.e. not jointly. This applies even if the single policy or insurance certificate was underwritten by one Insurer on behalf of the others.
- 25.2 The terms and conditions concluded with the Insured by the leading underwriter are binding for the other Co-insurers. This weighs in favour of the Insured when claims are settled. Without the agreement of each individual Co-insurer, however, the leading underwriter is not authorised to do any of the following:
- increase the policy limit;
 - include the risks excluded under Nos. 2.4.1.1 - 2.4.1.3 (see No. 2.4.2);
 - change the policy currency;

- change the terms of cancellation.

In the absence of the consent of the Co-insurers, the leading Underwriter is also liable, by virtue of an unrestricted statement of declaration, for the shares of the Co-insurers.

- 25.3 The leading underwriter is empowered to litigate on behalf of the Co-insurers. This applies equally to cases brought before courts of law and to those before arbitration tribunals.

However, a verdict against the leading underwriter for his part alone, or a settlement made after litigation or any arbitration award shall be recognised by the Co-insurers as binding for their quotas as well. If the leading Insurer's share falls short of the amount in dispute, the Insured is obliged - on the request of the leading Insurer or one of the participating Insurers - to extend the action to include the second and, where necessary, the third and other Insurers until the sum is reached. If the Insured does not meet this request, Sentence 1 is void.

- 25.4 The existing leading underwriter shall notify the Co-insurers immediately and in writing of a change in leadership. This disclosure may also be made by the Insured. In this case, each Co-insurer is entitled to cancel his participation in the policy with four weeks' notice. The right to give notice extinguishes if not exercised within one month of the written notification of a change in leadership.

- 25.5 Disclosures and statements received by the leading underwriter are regarded as having been received by the Co-insurers as well.

26 Final clause (applicable law)

This policy is subject to the laws of the Federal Republic of Germany.

Non-binding Recommendations of the German Insurance Association (GDV) for Facultative Use.
Other conditions may be agreed.
In case of deviation only the German wording shall be binding and prevail.

DTV Cargo Insurance Conditions 2000/2011 (DTV Cargo 2000/2011)

Classification and Age Clause 2018 version

for insurances governed by DTV Cargo 2000/2011

Sample terms and conditions of the GDV

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|---|---|
| <p>1 The terms, conditions and other provisions set down in this insurance applies to shipments aboard the following self-propelled ocean-going vessels of steel construction:</p> <ul style="list-style-type: none"> a) combination carriers up to 10 years of age; b) oil tankers of over 50,000 G.R.T. that are not over 10 years of age; c) other vessels up to 15 years of age. <p>These vessels must be classified without restriction as follows:</p> <ul style="list-style-type: none"> Germanischer Lloyd ✕ 100 A 5 Lloyd's Register 100 A 1 American Bureau of Shipping ✕ A 1 Bureau Veritas I ✕ China Classification Society ★ CSA 5/5 Nippon Kaaji Kyokai NS * Korean Register of Shipping ✕ KRS 1 Norske Veritas ✕ 1 A 1 Registro Italiano Navale C ✕ Russian Register KM ★ DNV GL ✕ 1 A | <p>2 Shipments aboard self-propelled ocean-going vessels of steel construction not included in the terms of No. 1: the Insurer entitled to charge an additional premium.</p> <p>The above does not affect the provisions set down in No. 7.2 DTV Cargo 2000/2011.</p> |
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Non-binding Recommendations of the German Insurance Association (GDV) for Facultative Use.
Other conditions may be agreed.
In case of deviations, only the German wording shall be binding and prevail.

DTV Cargo Insurance Conditions 2000/2011 (DTV Cargo 2000/2011)

Confiscation Clause

for insurances governed by DTV Cargo 2000/2011

Sample terms and conditions of the GDV

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1	Scope of cover	3	Excluded perils and losses
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1 Scope of cover

- 1.1 In amendment to No. 2.4.1.3 DTV Cargo 2000/2011, the insurance extends to loss of or damage to insured goods caused by confiscation, deprivation or other acts of authorities.

2 Insured's obligations

- 2.1 The Insured shall ensure that
- all accompanying documents (e.g. way-bills, bills of lading, customs declarations, etc.) are present and correct and that the insured goods have been declared accurately and correctly;
 - all statutory import, export and transit provisions or administrative directives of the sending, transit and receiving countries have been observed.
- 2.2 If the Insured breaches one of these obligations, the Insurer will not be obliged to indemnify unless the breach was not deemed to be the cause of the insured event or had no bearing on the scope of the indemnification.

3 Excluded perils and losses

- 3.1 Unless otherwise agreed, the provisions concerning excluded perils and losses set down in Nos. 2.4.1.1, 2.4.1.2, 2.4.1.4 - 2.4.1.6, as well as 2.5 of DTV Cargo 2000/2011 remain unaffected.
- 3.2 In addition, insurance cover does not extend to losses
- 3.2.1 arising from official measures on account of the condition of the insured goods;
- 3.2.2 resulting from court orders in connection with a civil procedure.

4 Cancellation

- 4.1 Insurance against the risks as per No.1 may be cancelled by the Insurer at any time provided written notice be given two days prior to the attachment of the insurance.
- The insurance of goods in storage - with the exception of storage in the ordinary course of transit - may also be cancelled after attachment of the risk; such cancellation to become effective on the next declared expiry date, at the latest, four weeks following expiry of the period of notice.
- 4.2 Within four weeks of such a cancellation by the Insurer, the Insured may cancel - for his own part - the entire insurance policy by giving one week's written notice.
- 4.3 The notice of cancellation given by the leading Insurer also applies to all Co-Insurers.

Non-binding Recommendations of the German Insurance Association (GDV) for Facultative Use.
Other conditions may be agreed.
In case of deviations, only the German wording shall be binding and prevail.

DTV Cargo Insurance Conditions 2000/2011
(DTV Cargo 2000/2011)

Cost of Relocation and Protection of Property Clause

for insurances governed by DTV Cargo 2000/2011

Sample terms and conditions of the GDV

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| <p>1 Unless otherwise agreed, the Insurer indemnifies necessary expenses incurred in the relocation, modification or protection of other property necessary in order to restore or protect the insured goods following an insured loss.</p> <p>Relocation and protection costs in particular are expenses for the disassembly or reassembly of machines, for breaking through, demolishing or reconstructing parts of a building, or for widening openings.</p> <p>The liability of the Insurer is limited to EUR per loss/damage on a first-loss basis.</p> <p>Unless otherwise agreed, liability for expenses and costs arising from this clause and any other compensations shall not exceed the maximum limits agreed. The above does not affect No. 2.3.3 DTV Cargo 2000/2011.</p> | <p>2 The Insurer is not liable for additional expenses incurred in the prevention or elimination of damage to the environment, in particular to air, water or soil.</p> <p>3 The Insurer is liable only to the extent that compensation is not available under another insurance policy.</p> <p>4 The Insurer is not subrogated to the rights of the Insured in respect of the goods damaged or lost following any indemnification for expenses and costs incurred under No. 1 above. Furthermore, the Insurer accepts no liability arising out of the existence of goods damaged or lost.</p> |
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Non-binding recommendations by the German Insurance Association (GDV)
for optional use. Other conditions may be agreed.
In case of deviations the German wording shall prevail.

Marine Cyber and Blackout Exclusion and Optional Cyber Write Back Clause (Cyber/Blackout Clause)

Standard policy conditions of the GDV

1 Exclusion of cyber damage

1.1 Unless otherwise agreed by way of an individual agreement, the following Clauses 1.2 to 1.4 shall apply to the entire insurance contract including any cover extension.

1.2 Any physical damage, financial loss, liability, costs, expenses, or indirect loss/damage insofar as directly or indirectly caused by, arising from, or contributed to by an information security breach are excluded from insurance cover irrespective of contributory causes.

1.3 Information security breach means an impairment of the

- availability
- integrity
- confidentiality

of electronic data or of information processing systems used by the Insured or the Assured (third-party insured) to carry out their operating or business activities, or used by third parties involved by and acting in the legal or economic interest of the Insured or Assured, including in particular carriers, subcontractors, or other vicarious agents. In this context, it is irrelevant whether the electronic data or the information processing systems of the Insured, the Assured, or the third party involved are under their direct control or are being outsourced by the Insured, the Assured, or the third party involved to an external service provider.

1.4 The term "electronic data" also comprises software and programmes.

2 Exclusion of blackout damage

2.1 Unless otherwise agreed by way of an individual agreement, the following Clause 2.2 shall apply to the entire insurance contract including any cover extension.

2.2 Any physical damage, financial loss, liability, costs, expenses, or indirect loss/damage incurred as a result of a supra-regional outage of network structures used for electricity supply or information transmission, in particular telephone, Internet or radio, lasting at least ... hours, are invariably excluded from insurance cover irrespective of contributory causes.

3 Write Back of cyber damage (where agreed)

The parties may agree the following:

3.1 Option 1 (applies unless the insurance contract states that Clause 3.2 applies)

In deviation from Clause 1 and only within the scope of the provisions of the insurance contract, provided such is insured therein, any physical damage, financial loss, liability, costs, expenses, or indirect loss/damage caused by an information security breach shall be deemed insured.

If the information security breach is caused by

- an attack on electronic data or information processing systems that are not exclusively those of the Insured, the Assured, or of third parties involved within the meaning of Clause 1, or
- malware which affects the electronic data or information processing systems of the Insured, the Assured, or of third parties involved within the meaning of Clause 1,

the indemnification for each loss event is limited to ... as well as to ... for all loss events in one insurance year.

3.2 Option 2 (only applies if agreed in the insurance contract)

In deviation from Clause 1 and only within the scope of the provisions of the insurance contract, provided such is insured therein, any physical damage, financial loss, liability, costs, expenses or indirect loss/damage caused by an information security breach shall be deemed insured in accordance with the following provisions:

- Loss or damage in connection with disappearance or theft or misappropriation. Such circumstances are deemed to exist if the Insured states the corresponding facts in a conclusive manner.

In such cases, the indemnification for each loss event is limited to ... as well as to ... for all loss events in one insurance year.

3.3 The write back pursuant to Clause 3 may be terminated at any time in text form. The termination is effective 7 days after receipt.

3.4 The write back pursuant to Clause 3 does not grant any additional insurance cover beyond the other provisions of the insurance contract.

Non-binding Recommendations of the German Insurance Association (GDV) for Facultative Use.
Other conditions may be agreed.
In case of deviations, only the German wording shall be binding and prevail.

DTV Cargo Insurance Conditions 2000/2011
(DTV Cargo 2000/2011)

Derelict Weapons of War Clause

for insurances governed by DTV Cargo 2000/2011

Sample terms and conditions of the GDV

1 Scope of Cover

The insurance extends to loss of or damage to insured goods caused by derelict weapons of war during transport of said goods by land and/or river, or during intermediate storage in the ordinary course of transit. Cover is, however, subject to the state of war, civil war, warlike event or hostile use of weapons of war being ended, the transport routes in question being declared free of derelict weapons of war, and normal traffic along said routes having been resumed.

2 Exclusions

- 2.1 The insurance does not extend to the loss of or damage to the insured goods - irrespective of other contributory causes - arising out of
- nuclear energy or other ionising radiation,
 - chemical, biological or biochemical substances or electromagnetic waves
- as weapons of war.
- 2.2 Unless otherwise agreed, the above does not affect the provisions concerning excluded perils and losses set down in Nos. 2.4 and 2.5 of DTV Cargo 2000/2011.

Non-binding recommendations by the German Insurance Association (GDV)
for optional use. Other conditions may be agreed.
In case of deviations the German wording shall prevail.

Marine Cyber and Blackout Exclusion and Optional Cyber Write Back Clause (Cyber/Blackout Clause)

Standard policy conditions of the GDV

1 Exclusion of cyber damage

1.1 Unless otherwise agreed by way of an individual agreement, the following Clauses 1.2 to 1.4 shall apply to the entire insurance contract including any cover extension.

1.2 Any physical damage, financial loss, liability, costs, expenses, or indirect loss/damage insofar as directly or indirectly caused by, arising from, or contributed to by an information security breach are excluded from insurance cover irrespective of contributory causes.

1.3 Information security breach means an impairment of the

- availability
- integrity
- confidentiality

of electronic data or of information processing systems used by the Insured or the Assured (third-party insured) to carry out their operating or business activities, or used by third parties involved by and acting in the legal or economic interest of the Insured or Assured, including in particular carriers, subcontractors, or other vicarious agents. In this context, it is irrelevant whether the electronic data or the information processing systems of the Insured, the Assured, or the third party involved are under their direct control or are being outsourced by the Insured, the Assured, or the third party involved to an external service provider.

1.4 The term "electronic data" also comprises software and programmes.

2 Exclusion of blackout damage

2.1 Unless otherwise agreed by way of an individual agreement, the following Clause 2.2 shall apply to the entire insurance contract including any cover extension.

2.2 Any physical damage, financial loss, liability, costs, expenses, or indirect loss/damage incurred as a result of a supra-regional outage of network structures used for electricity supply or information transmission, in particular telephone, Internet or radio, lasting at least ... hours, are invariably excluded from insurance cover irrespective of contributory causes.

3 Write Back of cyber damage (where agreed)

The parties may agree the following:

3.1 Option 1 (applies unless the insurance contract states that Clause 3.2 applies)

In deviation from Clause 1 and only within the scope of the provisions of the insurance contract, provided such is insured therein, any physical damage, financial loss, liability, costs, expenses, or indirect loss/damage caused by an information security breach shall be deemed insured.

If the information security breach is caused by

- an attack on electronic data or information processing systems that are not exclusively those of the Insured, the Assured, or of third parties involved within the meaning of Clause 1, or
- malware which affects the electronic data or information processing systems of the Insured, the Assured, or of third parties involved within the meaning of Clause 1,

the indemnification for each loss event is limited to ... as well as to ... for all loss events in one insurance year.

3.2 Option 2 (only applies if agreed in the insurance contract)

In deviation from Clause 1 and only within the scope of the provisions of the insurance contract, provided such is insured therein, any physical damage, financial loss, liability, costs, expenses or indirect loss/damage caused by an information security breach shall be deemed insured in accordance with the following provisions:

- Loss or damage in connection with disappearance or theft or misappropriation. Such circumstances are deemed to exist if the Insured states the corresponding facts in a conclusive manner.

In such cases, the indemnification for each loss event is limited to ... as well as to ... for all loss events in one insurance year.

3.3 The write back pursuant to Clause 3 may be terminated at any time in text form. The termination is effective 7 days after receipt.

3.4 The write back pursuant to Clause 3 does not grant any additional insurance cover beyond the other provisions of the insurance contract.

Non-binding recommendations by the German Insurance Association (GDV)
for optional use. Other conditions may be agreed.
In case of deviations the German wording shall prevail.

Clause for the Exclusion of Loss/Damage due to a Dangerous Communicable Disease for the Use in Marine Insurance ("Pandemic Exclusion Clause")

Standard policy conditions of the GDV

- 1 Notwithstanding other provisions in the insurance contract and irrespective of contributory causes, the cover does not include any loss/damage, liability, costs, or expenses
 - 1.1 caused by a dangerous communicable disease (or its pathogens or the toxins they produce) within the meaning set out in paragraph 2 that is classified as a pandemic or epidemic as per paragraphs 3 or 4,
or
 - 1.2 caused by, resulting from, or in connection with a precautionary measure to prevent the (further) spread of the dangerous communicable disease within the meaning set out in paragraph 2,
 - 1.2.1 imposed by a government authority, in particular the closing of borders, quarantine measures, inbound or outbound travel restrictions, plant/business closures, export bans, prohibition from practising certain professions, disinfection of corporate premises/equipment, making available for alternative utilisation, or destruction of inventories or goods,
or
 - 1.2.2 imposed by a third party involved in the legal or economic interest of the Insured, in particular the closure of port, handling or storing facilities.
- 2 A dangerous communicable disease means any disease caused by pathogens or the toxins they produce that are communicated to humans directly or indirectly and that may, due to its severe clinical course or its way of transmission, pose a grave danger for the general public.
- 3 A dangerous communicable disease is classified as a pandemic if the World Health Organization finds that the requirements for a public health emergency of international concern pursuant to Article 1 in conjunction with Annex 2 of the International Health Regulations 2005 of the World Health Organization, third edition, or pursuant to similar successor regulations are met.
- 4 A dangerous communicable disease is classified as an epidemic if
 - 4.1 the German Bundestag finds, pursuant to Section 5 of the Act on the Prevention and Control of Infectious Diseases in Man (Protection against Infection Act – IfSG) or pursuant to similar successor regulations, and/or
 - 4.2 any other state finds, according to the legislation applicable to its territory, that the requirements for an epidemic of national concern are met.
- 5 Concluding provisions
 - 5.1 This Clause applies to the entire insurance contract including all cover extensions.
 - 5.2 The provisions of this Clause do not extend the existing cover.
 - 5.3 This Clause shall only apply to the extent that this is not precluded by mandatory legal requirements on compulsory insurance.

Non-binding Recommendations of the German Insurance Association (GDV) for Facultative Use.
Other conditions may be agreed.
In case of deviations, only the German wording shall be binding and prevail.

DTV Cargo Insurance Conditions 2000/2011
(DTV Cargo 2000/2011)

Radioactive Isotopes Clause

for insurances governed by DTV Cargo 2000/2011

Sample terms and conditions of the GDV

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| <p>1 Scope of the cover</p> <p>In amendment to No. 2.4.1.5 of DTV Cargo 2000/2011, damage to insured goods by radioactive isotopes (other than nuclear fuel) is covered as far as such isotopes are being prepared, transported, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.</p> | <p>2 The provisions concerning excluded perils and losses set down in Nos. 2.4.1.1 - 2.4.1.4, 2.4.1.6, and 2.5 of DTV Cargo 2000/2011 remain unaffected.</p> |
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Non-binding Recommendations of the German Insurance Association (GDV) for Facultative Use.
Other conditions may be agreed.
In case of deviations, only the German wording shall be binding and prevail.

DTV Cargo Insurance Conditions 2000/2011

(DTV Cargo 2000/2011)

Salvage and Debris Removal Clause

for insurances governed by DTV Cargo 2000/2011

Sample terms and conditions of the GDV

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| <p>1</p> | <p>The Insurer is liable for up to EUR on a first-loss basis for expenses incurred in the salvage and/or removal/destruction of the goods insured that are lost or damaged in consequence of the occurrence of an insured peril.</p> <p>Unless otherwise agreed, costs and expenses as defined by this clause, together with other compensations are indemnified only within the agreed limit of the policy. No. 2.3.3 DTV Cargo 2000/2011 remains unaffected.</p> | | <p>Insurance cover is likewise granted if, following an insured loss, undamaged goods also are salvaged and/or removed by official order, or if an authority by virtue of legal provisions arranges for the salvage and/or removal of undamaged goods.</p> |
| <p>2</p> | <p>The above applies provided that</p> <ul style="list-style-type: none">- the Insured could regard the expenses incurred as necessary under the particular circumstances or,- the expenses and costs were incurred in compliance with an official request of a competent authority or,- the expenses and costs were incurred at the Insurer's request. <p>The Insurer is also liable if, following damage to or destruction of insured goods, a competent authority arranges for the salvage and/or removal/destruction of said goods, and/or the clearing up of the site of the loss at the Insured's expense.</p> | <p>3</p> <p>4</p> <p>5</p> | <p>The Insurer is not liable for additional expenses incurred in the prevention or elimination of damage to the environment, in particular to air, water or soil.</p> <p>The Insurer is liable only to the extent that compensation is not available under another insurance policy.</p> <p>The Insurer is not subrogated to the rights of the Insured in respect of the goods damaged or lost following any indemnification for expenses and costs incurred under Nos. 1 and 2 above. Furthermore, the Insurer accepts no liability arising out of the existence of goods damaged or lost.</p> |