

Thank you for shipping with Gebrüder Weiss. We appreciate your business and want to provide the highest quality service at all times. Please be assured that while every effort is made to ensure safe delivery of your goods, sometimes loss and/or damage does occur.

Gebrüder Weiss' role and what you will recover should a loss occur

Shipping by Ocean

While Gebrüder Weiss arranges for the transportation of your goods, by law, it is the carrier who bears responsibility for loss or damage to your freight. The carrier's liability for freight moving over the ocean is governed by the Carriage of Goods by Sea Act (COGSA). Under the terms of COGSA, the most you could recover from shipping lines in the event they are proven negligent is \$500 for each customary freight unit (CFU). Measurement of the CFU is widely defined, and it can vary from one container to one pallet.

COGSA is centered on the liability of the carrier. At the heart of the concept of carrier liability is the idea that the carrier is not responsible for paying claims if they did not cause or contribute to the loss. In the event that Gebrüder Weiss acts as an NVOCC and assumes carrier liability, recovery in the event of a claim is still limited by COGSA in the bill of lading terms and conditions.

In an effort to better define carrier liability, Hague-Visby rules were created to define 17 circumstances under which the carrier cannot be held liable. If a loss is caused by any one of the following defenses; the ocean carrier will not pay for any part of the loss.

- Any neglect default of error of the carrier in navigation or of management of the ship
- Fire
- Perils or dangers of the sea (storms etc.)
- Act of God
- Act of War
- Act of public enemies
- Arrest, restraint or seizure
- Defects not discoverable by due diligence
- Quarantine restrictions
- Acts or omissions of the shipper or owner
- Strikes, lockouts or labor shortage
- Riots or civil commotions
- Inherent defect, quality or vice of the goods
- Attempting to save life or property at sea
- Insufficient packing

Shipping by Air

Air carriers limit their liability in a similar fashion as ocean carriers. Under the Montreal Convention, carriers will pay 22 SDRs (about \$30) per kilogram only if it can be proven they were negligent. Once again, the burden of proof is on the shipper, and it is often difficult to prove that the carrier was at fault.

How Can You Protect Yourself?

"All Risk" Shipper's Interest Coverage provides the owner of the cargo with coverage for direct physical loss or damage to the cargo without the need to prove liability. If a loss occurs; you will be paid directly and any recovery possible from the carrier will be handled by our subrogation specialists.

Advantages of Insuring Your Cargo Through Gebrüder Weiss' Policy

- Covered Losses are paid without the need to prove carrier negligence. After your loss is paid, we work with the carriers to ensure your historical losses are minimized.
- No need to demonstrate where the loss occurred
- Claim payments based on insured value, not weight of pieces missing/damaged or Carrier's limited liability
- Gebrüder Weiss will report and handle claims on your behalf

Please tell us how you would like to proceed

- I wish to insure this shipment. Please contact me to discuss my options.
- I do not wish to insure this shipment and I understand that my recovery will be limited in the event of loss

Signature, Title/Date

Printed Name

This summary provided for informational purposes. It does not grant or extend coverage. All coverage is governed by the terms and conditions set forth in the policy (text available upon request). Gebrüder Weiss is not the insurance company. Gebrüder Weiss purchases insurance for its clients from New York Marine & General Insurance Company. Gebrüder Weiss' liability is dictated by its Terms and Conditions of Service, copy available upon request.

COMPREHENSIVE CARGO INSURANCE

Thank you for shipping with Gebrüder Weiss. We appreciate your business and want to provide the highest quality service at all times. An integral component of our services to you is to explain the need to insure cargo in transit. Please be assured that while every effort is made to ensure the safe delivery of your goods, sometimes loss and/or damage does occur. Therefore, we strongly encourage you to purchase **shipper's interest cargo insurance** to protect your financial interest.

Based on our shipping volume, we can provide you with comprehensive coverage, and when insurance is obtained through us, we report and handle all claims on your behalf. We have a broad, open policy that allows us to insure most items to most destinations without prior approval.

Details of our cargo policy are listed below for your reference. If an item is excluded or restricted, this simply means specific conditions must be noted on the insurance certificate or prior approval is needed from the insurer. Gebrüder Weiss coordinates all of this on your behalf.

EXCLUDED COMMODITIES *the following commodities will require prior approval from our insurer:*

Bank Notes	Currency, Stamps	Jewelry of Value (in excess of \$25,000)
Bulk Commodities	Eggs in the shell	Live Animals, Plants
Cellular Phones / Smart Phones	Fruits/Meats/Seafood/Vegetables (fresh)	Nuclear Fuels
Cigarettes/Tobacco Related Products	Furs/Valuables	Plasma Televisions
Computer Laptops / Tablets/PDAs	Gems and Precious Stones	Valuable Papers, Stamps
Computer Memory Chips/Boards	Gold, Silver, Precious Metals	Yachts in excess of \$500,000 and/or 40'

SPECIAL CONDITIONS *Subject to special conditions to be noted on the certificate of insurance.*

- **ALCOHOLIC BEVERAGES (Beers, Liquors, Wines, and Similar Spirits), properly packed for export**
Insured against all risks of physical loss or damage from any external cause, irrespective of percentage, but excluding risk under the F.C.&S. and S.R.&C.C. and Nuclear Exclusion Warranties. Each claim for pilferage and breakage shall be subject to a 1% deductible, subject to a minimum of \$250 for each Bill of Lading separately insured.
- **ANTIQUES/ARTWORK (excluding HHG/PE) up to \$50,000 in Value per Shipment**
Insured All-Risk subject to a 5% deductible of the insured value, \$500 minimum. Warranted professionally packed and proof of valuation (i.e., commercial invoice or appraisal).
- **AUTOMOBILES & MOTORCYCLES – NEW and/or USED - BOXED/CONTAINERIZED (less than 12 years of age)**
Insured against all risks of physical loss or damage from any external cause, irrespective of percentage, but excluding risk under the F.C.&S. and S.R.&C.C. and Nuclear Exclusion Warranties. Each claim shall be subject to a 3% deductible, subject to a minimum of \$250 for each automobile separately insured. Notwithstanding anything contained elsewhere herein to the contrary, risk to attach from the time of loading into the container through the unloading of the container at destination. No coverage shall be granted hereunder while the vehicle is being operated under its own power except while for the purposes of positioning, loading or unloading.
- **AUTOMOBILES & MOTORCYCLES – NEW and/or USED - MOVING VIA RO-RO VESSEL (less than 12 years of age)**
Insured against all risks of physical loss or damage from any external cause irrespective of percentage, but excluding those risks excepted by the F.C.&S and S.R.&C.C. and Nuclear Exclusion Warranties, contained in this policy. Coverage to exclude loss or damage caused by marring, denting, scratching and chipping of the paint or any damage to the fenders unless directly caused by the stranding, sinking, burning or collision of the vessel and excluding any claim for loss or damage arising from freezing of water in the radiator or cooling system. Each claim shall be subject to a 3% deductible, subject to a minimum of \$250 of each automobile separately insured. Notwithstanding anything contained elsewhere herein to the contrary, risk to attach from the time of delivery to the steamship line through delivery to the consignee not to exceed 72 hours after unloading from the carrying vessel at destination. No coverage shall be granted hereunder while the vehicle is being operated under its own power except while for the purposes of positioning, loading or unloading.
- **AUTOMOBILES & MOTORCYCLES – USED (more than 12 years of age)**
Warranted Free from Particular Average (FPA) unless the vessel be stranded, sunk, or burnt, but notwithstanding this warranty this Company is to pay any loss of or damage to the interest insured which may reasonably be attributed to fire, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at port of distress. Option to include theft and non-delivery per policy rates.
- **BAGGED COMMODITIES**
Insured against all risks of physical loss or damage from any external cause, irrespective of percentage, but excluding risk under the F.C.&S. and S.R.&C.C. and Nuclear Exclusion Warranties. Each claim shall be subject to a 3% deductible of the insured value of each Bill of Lading separately insured (but subject to a minimum deductible of \$250) due to breaking, tearing, bursting or ripping of the bags(s).
- **BOATS/YACHTS less than \$500,000 in insured value and 40 feet long, properly packed for transit in container and/or cradle**
Insured against all risks of physical loss or damage from any external cause, irrespective of percentage, but excluding risk under the F.C.&S. and S.R.&C.C. and Nuclear Exclusion Warranties. Each claim shall be subject to a 1% deductible of the insured value, subject to a minimum of \$250 of each boat separately insured. The deductible shall not apply to claims for Total Loss or Constructive Total Loss, General Average or Salvage Charges. BOATS/YACHTS over 40 feet in length, but under \$500,000 in total insured value are subject to supervision of loading, stowage, and discharge by USA/Qualified surveyor at insured's expense.
- **BOATS/YACHTS in excess of \$500,000 in total insured value and more than 40 feet in length**
Warranted free from particular average unless the vessel be stranded, sunk, or burnt, but notwithstanding this warranty this Company is to pay any loss or damage to the interest insured which may reasonably be attributed to fire, collision or contact of vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at port of distress.
- **BREAKABLES: CERAMICS, CHINAWARE, CRYSTAL, GLASSWARE, GRANITE, MARBLE, MIRRORS, PORCELAIN, POTTERY, (excluding blocks, slabs, windows and plate glass), properly packed for export**
Insured against all risks of physical loss or damage from any external cause, irrespective of percentage, but excluding risk under the F.C.&S. and S.R.&C.C. and Nuclear Exclusion Warranties. Each claim shall be subject to a 5% deductible, subject to a minimum of \$250.
 - **Blocks And Slabs:** *Warranted Free from Particular Average (FPA) unless the vessel be stranded, sunk or burnt, but notwithstanding this warranty this Company is to pay any loss of or damage to the interest insured which may reasonably be attributed to fire, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of the cargo at port of distress.*
 - **Windows, Plate Glass and Similar Merchandise, properly packed for export:** *Warranted Free from Particular Average (FPA) unless the vessel be stranded, sunk or burnt, but notwithstanding this warranty this Company is to pay any loss of or damage to the interest insured which may reasonably be attributed to fire, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of the cargo at port of distress.*
- **HAZARDOUS MATERIALS**
Insured against All Risk of physical loss or damage from any external cause, irrespective of percentage, but excluding those risk excepted by the F.C.&S. and S.R.&C.C. and Nuclear Exclusion Warranties. Subject to full compliance with ADR, RID, IATA, IMDG for assigned Class.

- **HOUSEHOLD GOODS AND PERSONAL EFFECTS in export packing**
Insured against all risks of physical loss or damage from any external cause, irrespective of percentage, but excluding risk under the F.C.&S. and S.R.&C.C. and Nuclear Exclusion Warranties. Excluding all coverage for Jewellery, Precious Stones, Gold, Bullion, Currency, Money, Securities, and/or Valuable Papers. Each claim shall be subject to a 3% deductible, \$250 minimum of each Bill of Lading separately insured. All household goods and personal effects shipments must be professionally packed and accompanied by an itemized inventory showing value per item insured.
- **JEWELRY/WATCHES up to \$25,000 per shipment and/or conveyance**
Insured against all risks of physical loss or damage from any external cause, irrespective of percentage, but excluding risk under the F.C.&S. and S.R.&C.C. and Nuclear Exclusion Warranties. Excluding loss, damage or expense resulting from theft, pilferage or non-delivery.
- **LUMBER**
 - **On Deck shipments:** Warranted Free from Particular Average (FPA) unless the vessel be stranded, sunk, or burnt, but notwithstanding this warranty, this Company is to pay any loss or damage to the interest insured which may reasonably be attributed to fire, collision or contact of vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at port of distress and also to pay the insured value of any merchandise and/or goods jettisoned and/or washed or lost overboard.
 - **Under Deck shipments:** Insured against all risks of physical loss or damage from any external cause, irrespective of percentage, but excluding risk under the F.C.&S. and S.R.&C.C. and Nuclear Exclusion Warranties. Each claim shall be subject to a 2% deductible, \$250 minimum of each Bill of Lading separately insured.
- **REFRIGERATED SHIPMENTS properly packed for export and shipped in refrigerated containers or in ship's refrigerated holds**
Insured against all risks of physical loss or damage from any external cause, irrespective of percentage, but excluding risk under the F.C.&S. and S.R.&C.C. and Nuclear Exclusion Warranties. Also, **excluding** all loss, damage or deterioration due to or caused by the lack of, or faulty, refrigeration. Warranted by the Assured that the interest insured hereunder is in sound condition at the time of the commencement of risk. Warranted that a Ryan recorder or similar temperature recording device shall be used in each and every refrigerated container used to transport the covered goods. It is agreed that only while stowed in refrigeration containers or refrigeration compartments, this insurance is extended to cover loss, damage or deterioration due to, or caused by derangement, breakdown, or stoppage of refrigeration machinery and/or insulation, provided such derangement, breakdown or stoppage continues for not less than 24 consecutive hours. Provided further that, notwithstanding the provisions of the exclusions stated above, this policy covers loss or damage caused by the negligence of any person who has possession or custody of or responsibility for the cargo insured hereunder during the time that this policy is in force. **Warranted by the Assured that the interest insured is in sound condition at the time of commencement of risk.**
- **SCRAP**
Warranted Free from Particular Average (FPA) unless the vessel be stranded, sunk, or burnt, but notwithstanding this warranty this Company is to pay any loss or damage to the interest insured which may reasonably be attributed to fire, collision or contact of vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at port of distress. and also to pay the insured value of any merchandise and/or goods jettisoned and/or washed or lost overboard.
 - However, no coverage whatsoever shall be provided for the following:
 - Bearings, turnings, engine blocks and/or oil covered scrap
 - Shipments exceeding \$500,000 per any one conveyance
 - Shipments made on vessels for break-up voyages
 - Shipments on vessels 20 years or over
 - Rates for shipments of Scrap are at 150% of the FPA Rate
- **STEEL/IRON PRODUCTS (structural steel, pipes, coils, sheets, beams, wires, etc.)**
Insured against all risks of physical loss or damage from any external cause, irrespective of percentage, but excluding risk under the F.C.&S. and S.R.&C.C. and Nuclear Exclusion Warranties. Excluding any loss, damage or expense as a result of Rust, Oxidation and Discoloration. Shipments of pipe and coil also excluding bending, twisting, and end damage.
- **USED GOODS**
Insured against all risks of physical loss or damage from any external cause, irrespective of percentage, but excluding risk under the F.C.&S. and S.R.&C.C. and Nuclear Exclusion Warranties. Excluding mechanical and/or electrical and/or electronic derangement, unless there is evidence of external damage to the insured item or its packing. Also excluding loss or damage due to wear, tear, gradual deterioration and climactic and/or atmosphere conditions and/or extremes of temperature. Also excluding breakage, scratching, denting, chipping, staining, and/or cost of repainting, rust, oxidation, and/or discoloration.
- **GOODS ON DECK SUBJECT TO AN ON DECK BILL OF LADING**
Warranted Free from Particular Average (FPA) unless caused by the stranding, sinking, burning and/or collision of the vessel; but to pay the insured value of any merchandise and/or goods jettisoned and/or washed overboard, irrespective of percentage. Notwithstanding the foregoing, merchandise and/or goods shipped on deck under an under deck Bill of Lading, without the knowledge and consent of the shipper, shall be treated as under deck cargo and insured as per sub-division (a) of the Average Terms and Conditions Clause contained within this policy.

UNAPPROVED AND RESTRICTED COUNTRIES/DESTINATIONS

- **Unapproved Countries:**
Afghanistan (Taliban), Balkans, Belarus, Burma (Myanmar), Burundi, Central African Republic, Cuba, DR Congo (Zaire), Iran, Iraq, Ivory Coast (Cote d'Ivoire), Kenya, Lebanon, Liberia, Libya, Magnitsky, Mexico (truck or rail), North Korea, Somalia, South Sudan, Sudan, Syria, Ukraine, Venezuela, Yemen, Zimbabwe.
- **Restricted Countries:**
Former CIS countries, Africa except South Africa, Armenia, Bangladesh, Bolivia, Cambodia, Dominican Republic, Ecuador, Mongolia, Pakistan, Papua/New Guinea, Russia, Solomon Islands.

CONTACT US

We encourage you to take advantage of our Cargo Insurance program and make sure your goods are protected.

- I would like Gebrüder Weiss to insure all of my shipments effective _____.*
- I have my own Cargo Insurance coverage, but I would like to compare. Please send me a quotation.
- I do not wish to insure any shipments with Gebrüder Weiss and I understand that recovery will be limited in the event of a loss.

Please contact your local Gebrüder Weiss representative for more information about this valuable coverage.

Signature

Date