



In consideration of the insured named herein paying to Cholamandalam MS General Insurance Company Ltd. (hereinafter called the Insurer) the premium as stated in the Schedule and in reliance upon the statements made by the Policyholder, the Insurer agrees to provide insurance against loss damage liability or expense to the extent and in the manner herein provided subject to all terms, conditions, exceptions and warranties hereinafter set forth.

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|---|--|
| GST Invoice No.:2455403596572<br>DATE: 18/10/2022<br>PAN: AABCC6633K<br>SAC Code: 997135<br>SAC Description: Marine, aviation, and other transport insurance services | CHOLAMANDALAM MS GENERAL INSURANCE COMPANY Ltd.<br>ADDRESS: AURANGABAD BRANCH OFFICE<br>Shop No- 4, Plot No- 33, Rokdiya Hanuman Colony,<br>Opp. LMS Jeweller Jalna road, Aurangabad - 431005<br>KRANTI CHOWK S.O<br>CITY: AURANGABAD STATE: MAHARASHTRA<br>GSTIN: 27AABCC6633K1ZJ |
| Policy No   | 2455/00017527/000/02   |
| Name of the Assured / Insured   | ESS DEE INDUSTRIES   |
| Address of the Assured  | B-78 WALUJ MIDC BAJAJ NAGAR MIDC WALUJ S.O AURANGABAD<br>MAHARASHTRA PIN - 431136<br>GST No.: 27ACDPV1267F1ZI  |
| Aadhar No.:   | -  |
| PAN No.:  | -  |
| Period of Insurance   | From 00:01 hrs on 13/10/2022 To 23:59 hrs on 12/10/2023  |
| Transit Details   | Anywhere in the world to Anywhere in India   |
| Sum Insured (Cargo)   | INR 20,000,000.00  |
| Limit Per Sending   | INR 3,000,000.00   |
| Limit Per Location  | INR 10,000,000.00  |
| Subject Matter Insured  | Wiring Harness Parts (Example- Terminal & Connectors,  |
| Packing   | Standard and Customary   |
| Mode of Conveyance  | Air, Rail, Road, Sea   |
| Basis of valuation (Cargo)  | Invoice + 10%  |
| Deductible/Franchise  | IMPORT: Cargo - Excess 0.50% of Consignment Value Subject to Minimum of Rs. 5000 for each and every claim  |
| Basis of Declaration  | All dispatches made during the previous month shall be declared within 10th of the succeeding month  |

|               |              |
|---------------|--------------|
| Net Premium   | INR 3,501.00 |
| CGST (9%)     | 315.00       |
| SGST (9%)     | 315.00       |
| IGST (0%)     | 0.00         |
| Stamp Duty    | INR .50      |
| Gross Premium | INR 4,132.00 |

|                                   |                          |
|-----------------------------------|--------------------------|
| Condition, Clauses and Warranties | As per Annexure Attached |
|-----------------------------------|--------------------------|

Consolidated Stamp Duty Paid Vide G.O. Rt No. 382, Commercial Taxes and Registration (j1) Department, Tamil Nadu dated 30/08/2022.

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|--|-------------------------------|
| <b>Intermediary Name: JAINUINE INSURANCE BROKERS PRIVATE LIMITED</b> | <b>Contact No: 8149178773</b> |
| <b>Code: 200149210153</b>  | <b>POSP Aadhaar No.:</b>      |

Note: The Certificate of Insurance / Policy Schedule is an important document issued based on your declaration. We request you to verify the details and ensure that everything is in order. In case of any discrepancies, please contact us within 15 days from the date of issuance of policy.

|                            |   |
|----------------------------|---|
| Place : CHENNAI            | For Cholamandalam MS General Insurance Company Ltd. |
| Date of Issue : 18/10/2022 | Authorised Signatory                                |

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| Policy Issuing Office : AURANGABAD BRANCH OFFICE |
| Agent / broker : 201208127508                    |
| Client Code : 101070218262                       |

|                         |
|-------------------------|
| Amount : 4132           |
| Receipt No : 1051638112 |
| Date : 13/10/2022       |

ANNEXURE TO SCHEDULE

CLAUSES

1. Institute Cargo Clauses (A) 1.1.2009
2. Institute War Clauses (Cargo) 1.1.2009
3. Institute Strikes Clauses (Cargo) 1.1.2009
4. Cargo ISM Endorsement (JC98/019)
5. Institute Cargo Clauses (Air) (excluding sendings by Post) 1.1.2009
6. Institute War Clauses (Air Cargo) (excluding sendings by Post) 1.1.2009
7. Institute Strikes Clauses (Air Cargo) 1.1.2009
8. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10.11.2003
9. Private Carrier Limitation of Liability (Inland Transit) Clause
10. Termination of Transit Clause (Terrorism) JC 2009/056 (01/01/09)
11. Duty Clause
12. Institute Replacement Clause 1.1.1934
13. Labels Clause
14. Pair & Sets Clause
15. Cancellation Clause
16. Important Notice Clause
17. Open Policy Conditions
18. Inland Transit (Rail /Road / Air) Clause - (All Risks)-2010
19. Inland Transit (Rail /Road / Air) Clause B - (Basic Cover)-2010
20. Sanction Limitation and Exclusion Clause JC2010/014
21. Voyage Condition Clause
22. Cargo Termination of Storage in Transit Clause (Amended)
23. INSTITUTE CLASSIFICATION CLAUSE 01/01/2001 (Revised)
24. JELC Communicable Disease Exclusion (JC 2020-011)
25. Joint Excess Loss Cyber Losses Clause (JX2020-007)
26. War Risk Exclusion Clause For High Risk Area (HRA)
27. Strikes Riots and Civil Commotions Clause (Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage) 2010
28. Limit per Sending (PSL) and Limit per location (PLL)

WARRANTIES

1. Warranted deck cargo (unless in fully enclosed metal containers) shall be covered on Institute Cargo Clause (C) perils in case of transit by sea.
2. Warranted the load carried by the subject carrying vehicle is within the permissible carrying capacity as per section 113, subsection 3 of MV Act 1988 and as per notification S.O.3467(E) dated 16.07.18
3. Warranted coverage is as per INCOTERMS in the sales contract
4. Warranted that the goods are transported in closed wagons and/or trucks to be covered with tarpaulin or any other water proof material to avoid ingress of water; Otherwise excluding wet damage unless caused due to perils covered under Inland Transit Clause (B).
5. Warranted that cargo is containerized and shipped in Liner Vessels during sea voyage.
6. Warranted coverage is subject to insurable interest as per Incoterms/ Sales Contract, Voyage conditions mentioned in this policy and Sanction Limitation and Exclusion Clause
7. "Warranted that any cargo defined as Over-Dimensional-Cargo (ODC) / Over-Weight Cargo (OWC)/ Out Of Gauge (OOG) will be covered subject to Loading/ Stowage/ Securing/ Lashing and Unloading carried out under supervision of Lyods Agent and/or IRDAI approved surveyor at Insured's cost, and all recommendation of such attending surveyor to be complied with prior to commencement of transit. Over Dimensional Cargo defined as: Any item which including packing does not fit inside a standard 40 container or equivalent road trailer, thus having dimensions in excess of 12 m. length and/or 2.5 m wide and/or 2.5 m height. Over Weight Cargo defined as: Any item including packing with a weight in excess of 40 MT. Out Of Gauge (OOG) defined as : Any items with irregular footprint AND/OR with off-centred gravity AND/OR requiring special conveyance / handling / lashing / securing constraint, due to its characteristics. - Excluding any Barge shipments unless specifically agreed elsewhere in this policy.

OTHER TERMS AND CONDITIONS

1. M&P clause: Refund unutilized premium balance at the end of policy period is subject to following conditions: 01. Open policies are subject to a minimum retention premium of Rs.5,000/- or premium collected where actual premium is less than Rs.5000. 02. Refund of premium for unutilized balance shall be made only for policy where the incurred claims ratio in the policy is less than 70%
2. Tail end transits where the imports are done on CIF named port of destination, cover from port to inland destination shall be subject to ITCB + Srcr
3. In respect of tail-end transits of CIF/CIP Imports, where coverage for Inland transit, attaches from any Indian Port/ICD/CFS/Airport shall be covered as per Inland Transit (Rail/Road/Air) Clause 'A' 2010 + SRCC subject to satisfactory pre-dispatch survey at port by the surveyor at the insured's cost and all his recommendations complied with. In absence of satisfactory pre-dispatch survey, coverage shall be subject to Inland Transit (Rail/Road) Clause 'B' 2010 + SRCC + Hijack/ Non-delivery of entire cargo. (In respect of containerized cargo pre-dispatch survey should be carried out after opening the container). Any pre-existing damages while taking delivery at port/ identified during Pre-dispatch survey stands specifically excluded. For FCL shipments where de-stuffing is done at final destination, Pre-dispatch survey shall not be applicable and coverage shall remain as per Inland Transit (Rail/Road) Clause 'B' 2010 + SRCC + Hijack/ Non-delivery of entire cargo.
4. Subject otherwise to the warranty, conditions and exclusions of the policy, it is hereby agreed that where coverage restricted to ICC/ITC (B) this policy is extended to cover AOG Perils. AOG Perils covered under this policy is defined as: Loss, destruction or damage directly caused by Lightning, Earthquake, Volcanic eruptions, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood, Inundation or Land slide/Rock slide.
5. Notwithstanding anything mentioned to the contrary, it is hereby for inland transit claims, where recovery rights are prejudiced shall be settled at 85% of normally admissible claim amount for other than Theft/Hijack losses.

EXCLUSIONS

1. Excluding shortages from parcels / packages delivered in extremely sound condition
2. Excluding Over-dimensional cargo/Over-Weight Cargo. Over-dimensional Cargo/Over-Weight Cargo defined as: Any item which including packing does not fit inside a standard 40 container or equivalent road trailer, thus having dimensions in excess of 12 m. length and/or 2.5 m wide and/or 2.5 m height. Any item including packing with a weight in excess of 40 MT.
3. Excluding War, Strikes, Riots and Civil Commotion Risks, for all transits to, from and within Ukraine, Ukraine territorial waters, Russian Black Sea territorial waters, Sea of Azov, Russian Black Sea ports, Sea of Azov ports and Russian territories within 200kms of the Ukrainian border. This exclusion shall be paramount and shall override anything contained in this insurance inconsistent therewith.
4. Specified Territory Exclusion Clause: Notwithstanding anything to the contrary herein, all Specified Territory Exposures whether direct or indirect, are excluded. The term Specified Territory Exposure includes but is not limited to any activity, transaction, legal proceedings, operation, entity, subsidiary, headquarters, branch, products, good, property, asset, services in a Specified Territory or, as applicable, delivered to, located in, originating in, transitioning from, to or through a Specified Territory, as well as any person ordinarily resident in a Specified Territory, the government of a Specified Territory as well as any entity owned or controlled by an entity in a Specified Territory including, without limitation, affiliates outside of a Specified Territory. Specified Territory means The Republic of Belarus, Ukraine, and/or The Russian Federation.
5. Used/ Second-hand items/ Return transits, if any, shall be covered as per ICC/ITC 'B&C'™ + War & Strikes/SRCC + Hijack/ Non-delivery of entire consignment. For return transits/ Used/ second-hand items, Basis of valuation applicable shall be Depreciated Market Value.
6. Excluding loss of or damage to insured cargo due to denting/bending, scratching, chipping unless caused by perils covered under Institute Cargo Clauses (B) CL.383 (1.1.2009) / Inland Transit (Rail/Road) Clause 'B' 2010.
7. Excluding loss of or damage to insured cargo due to mechanical, electrical and/or electronic derangement unless caused by perils covered under Institute Cargo Clauses (B) CL.383 (1.1.2009) / Inland Transit (Rail/Road) Clause 'B' 2010
8. Excluding obsolete machines and software from scope of cover.
9. Excluding obsolete machines and software from scope of cover.
10. Excluding shortage from outwardly sound packages and/or seal intact containers.

The list of Ombudsman details are available on our website [www.cholainsurance.com](http://www.cholainsurance.com).

SURVEY AGENT

**Import**

Cholamandalam MS General Insurance Company Ltd  
Aurangabad Branch Office  
Shop No- 4, Plot No- 33, Rokdiya Hanuman Colony,  
Opp. Lms Jeweller Jalna Road, Aurangabad - 431005  
Maharashtra - 431001

SETTLING AGENT

**Import**

Cholamandalam MS General Insurance Company Ltd  
Dare House', 2 nd floor, No. 2, NSC Bose Road, Chennai - 600001  
CIN: U66030TN2001PLC047977 | IRDAI Reg. No. 123

Place : CHENNAI

For Cholamandalam MS General Insurance Company Ltd.

Date of Issue :18/10/2022

Authorised Signatory

Clauses:

1. Institute Cargo Clauses (A) 1.1.2009  
Institute Cargo Clauses (A) 1.1.2009 As Attached

2. Institute War Clauses (Cargo) 1.1.2009  
Institute War Clauses (Cargo) 1.1.2009 As Attached

3. Institute Strikes Clauses (Cargo) 1.1.2009  
Institute Strikes Clauses (Cargo) 1.1.2009 As Attached

4. Cargo ISM Endorsement (JC98/019)

CARGO ISM ENDORSEMENT (JC98/019) Applicable to shipments on board Ro-Ro passenger ferries. Applicable with effect from 1st July 1998 to shipments on board: 1) passenger vessels transporting more than 12 passengers and 2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 Gt. or more. Applicable with effect from 1st July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 Gt or more. In no case shall this Insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at time of loading of the subject matter insured on board the vessel, the Assured were aware or in the ordinary course of business should have been aware either: - i) that such vessel was not certified in accordance with the ISM Code, or ii) that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended. The exclusion shall not apply where this Insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract. CARGO ISM FORWARDING CHARGES CLAUSE (For use only with JCC Cargo ISM Endorsement JC98/019) In consideration of an additional premium to be agreed, this insurance is extended to reimburse the Assured, up to the limit of the Sum Insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject matter to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at/ or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due to either: i) such vessel not being certified in accordance with the ISM Code or ii) a current Document of Compliance not being held by her owners or operators, as required under the SOLAS Convention 1974 as amended. This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms, conditions in the policy and to JCC Cargo ISM Endorsement JC98/019.

5. Institute Cargo Clauses (Air) (excluding sendings by Post) 1.1.2009  
Institute Cargo Clauses (Air) (excluding sendings by Post) 1.1.2009 As Attached

6. Institute War Clauses (Air Cargo) (excluding sendings by Post) 1.1.2009  
Institute War Clauses (Air Cargo) (excluding sendings by Post) 1.1.2009 As Attached

7. Institute Strikes Clauses (Air Cargo) 1.1.2009  
Institute Strikes Clauses (Air Cargo) 1.1.2009 As Attached

8. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10.11.2003

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
    - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
    - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
    - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
    - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.
- CL 370

9. Private Carrier Limitation of Liability (Inland Transit) Clause

PRIVATE CARRIER LIMITATION OF LIABILITY (INLAND TRANSIT) CLAUSE The liability of the Company shall be limited to 75% of the assessed loss where the Consignment Note is issued limiting the liability of the carriers in any respect by Special Contract duly signed by the Consignor, Consignee or by their Authorised Representative. Agents or where the Consignment Note is issued by a Private Carrier or Freight Broker. This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the carriers.

10. Termination of Transit Clause (Terrorism) JC 2009/056 (01/01/09)

TERMINATION OF TRANSIT CLAUSE (TERRORISM) JC 2009/056 (01/01/2009): This Clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. 1. Notwithstanding any provision to the contrary in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject matter insured being in the ordinary course of transit and, in any event, shall terminate either: 1.1 As per the transit clauses contained within the Policy. OR 1.2 On delivery to the Consignees or other final warehouse or place of storage at the destination named herein, On delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation of distribution. 1.4 In the respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge. 1.5 In respect of air transits, on the expiry of 30 days after unloading the subject matter insured from the aircraft at the final place of discharge. Whichever shall first occur 2. If this policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, cover will reattach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

11. Duty Clause

DUTY CLAUSE Increase Value by reason of payment of Duty and/or Levy is covered subject to the same conditions as are, or would be, applicable to the insurance on cargo hereunder and to pay on the same basis as such insurance cover but excluding: - (1) Total Loss, or Total Loss of part arising prior to Duty and/or Levy becoming payable and resulting in non payment of Duty and/or Levy. (2) Liability for General Average Contributions and Salvage Charges unless the occurrence giving rise to the General Average occurs after Duty and/or Levy becomes payable. Also including the Assured's liability for the payment of duty, following loss of or damage to the Insured Interest recoverable hereunder, to the Authority of any country through which the interest may pass prior to coming within the jurisdiction of the country of destination.

12. Institute Replacement Clause 1.1.1934

1/1/34 INSTITUTE REPLACEMENT CLAUSE In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine. AHM 6/90 CL 161 A© Copyright A.L. The Institute of London Underwriters

13. Labels Clause

LABELS CLAUSE Warranted that in the event of a claim resulting in damage to labels or wrappers only, the Insurer's liability shall be limited to an amount sufficient to pay the cost of new labels and wrappers and the cost of repacking the goods, but in no event shall the Insurer be liable for more than the insured value of the damaged merchandise.

14. Pair & Sets Clause

PAIR & SETS CLAUSE Where any insured item consists of articles in a pair or set, this Policy is not to pay more than the value of any particular part or parts which may be lost without reference to any special value which such article(s) may have as part of such pair or set nor more than a proportionate part of such pair or set.

15. Cancellation Clause

CANCELLATION CLAUSE All risks ( as described herein ), except the risks of War and Strikes as defined in the relevant Institute War and Strikes Clauses as attached, are subject to 30 days notice of cancellation by either party. The inclusion of cover against War Risks may be cancelled by either party giving 7 days notice. The inclusion of cover against relevant Institute Strikes may be cancelled by either party giving 7 days (48 hours in respect of sendings to or from the U.S.A.) notice. Such cancellation shall become effective on the expiry of the relevant (see above) number of days or hours from midnight I.S.T. of the day on which notice of cancellation is issued by or to the Insurer, but shall not apply to any cover against the said risks which shall have attached before the cancellation becomes effective.

16. Important Notice Clause

IMPORTANT NOTICE CLAUSE

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

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

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

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

When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.

If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

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

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

To take examined delivery from the carriers of packages which are outwardly damaged or appear to have been tampered with and obtain a Damage and / or Shortage Certificate from them. If any package appears to be deficient in weight, to take weight / examined delivery from the carriers and appropriate certificates

To issue notices of claims against carriers, bailees or third parties by Registered Post with Acknowledgement due card.

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

INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from the company's representative at

port of discharge or destination or if there be no representative of the company nearest Lloyds Agent.

#### DOCUMENTATION OF CLAIMS

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

1. Original policy or certificate of insurance.
2. Original or copy shipping Invoices and Packing List and / or weightment notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report and other documentary evidence ( Damage / Non-Delivery Certificate ) to show the extent of the loss or damage.
5. Landing remarks and weightment notes at final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage along with copies of Notice of claim on the Carriers / Third Parties and Receipted A/D Card / Postal Registration Receipt.

#### 17. Open Policy Conditions

**OPEN POLICY CONDITIONS I)** This Open Policy is effected to insure the interest specified here is dispatched either by or for account of the Assured in which they have an Insurable Interest. **II) Period of Policy** This policy shall remain in force for a period of 12 months or as set out in the Policy Schedule unless cancelled previously by either side as per Cancellation clause stated herein or exhaustion of Sum Insured by declarations, whichever is earlier. **III) Declaration Clause:** The assured warrants that during the currency of this Open Policy they will declare to the company within 48 hours from the time the risk attaches or as may be agreed at the time of policy issuance each and every consignment falling within the scope of this policy without any exception. Failure to do so shall, at the Insurer's option, render this Open policy void as from the date and time of such failure. Acceptance of any declaration by the Company declared after the time limit stipulated in this warranty shall not be taken as a waiver and as a precedent for future declarations. **IV) Valuation Clause:** The shipments insured hereunder are to be valued as per the Basis of valuation set out in the Policy Schedule. **V) Cancellation Clause:** All risks (as described herein), except the risks of War and Strikes as defined in the relevant Institute War and Strikes Clauses as attached, are subject to 30 days notice of cancellation by either party. This inclusion of cover against relevant Institute Strikes & War may be cancelled by either party giving 7 days (48 hours in respect of sendings to or from the USA) notice. Such cancellation shall become effective on the expiry of the relevant (see above) number of days or hours from midnight I.S.T of the day on which notice of cancellation is issued by or to the Insured, but shall not apply to any cover against the said risks which shall have attached before the cancellation becomes effective. **VI) Limit of Company's Liability Warranted:** that the limit of the Company's liability in respect of any one accident or series of accidents arising out from the same event shall not exceed the limits stated in the Policy Schedule. **VI) Inspection of Records:** The Company and/or its Agents shall have the privilege, at any time during the business hours to inspect the records of the insured in respect of dispatches made falling within the terms of the Open Policy. **VII) Claims:** In the event of loss and / or damage which may give rise to a claim under this insurance, the Assured and / or the claimants shall observe and comply with the claims procedures as per IMPORTANT NOTICE clause herein attached as a condition precedent to liability. **VIII) Condition Precedent:** The due observance and fulfillment of the terms and conditions of this contract in so far as these relate to anything to be done or complied with by the Assured shall be a condition precedent to the liability of the Company to make payments hereunder.

#### 18. Inland Transit (Rail /Road / Air) Clause - (All Risks)-2010

Inland Transit (Rail /Road / Air) Clause - (All Risks)-2010 As Attached.

#### 19. Inland Transit (Rail /Road / Air) Clause B - (Basic Cover)-2010

Inland Transit (Rail /Road / Air) Clause B - (Basic Cover)-2010 As Attached

#### 20. Sanction Limitation and Exclusion Clause JC2010/014

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. JC2010/014 11 August 2010.

#### 21. Voyage Condition Clause

**VOYAGE CONDITIONS:** EXCLUDING shipments to/through/from Afghanistan, Cuba, Iran, Iraq, North Korea, Sudan, Somalia, Syria, Yemen and Indian Government prohibited countries &/or Sanctioned Countries, unless agreed by underwriters prior to shipment.

Rail/road Export shipments to Myanmar, Nepal, Bhutan, Pakistan, Bangladesh, coverage shall be restricted to transshipment point at Indian border. In case of Imports coverage shall attach from Indian border. (no coverage inland leg of such countries, unless specifically agreed by underwriter prior to shipment).

In respect of Export shipments to countries in the African Continent/ Myanmar/ Sri Lanka/ Bangladesh or Pakistan coverage shall cease on completion of discharge from Liner Vessel at discharge port (any deviation to be specifically agreed by the Underwriter prior to shipment).

#### 22. Cargo Termination of Storage in Transit Clause (Amended)

(For warehousing and or storage risks insured in the ordinary cause of transit)

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

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject matter insured whilst being warehoused and/or stored, this cover is conditional upon such warehousing and/or storage being in the ordinary course of transit and in any event, SHALL TERMINATE EITHER.

1.1 As per the transit clauses contained within the Policy,

Or

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named,

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other in the ordinary course of transit or for allocation or distribution,

Or

1.4 In the respect of marine transits, on the expiry of 60 days (Duration Clause) plus 60 days after completion of discharge over side of the goods hereby insured from the overseas vessel at the final port of discharge,

1.5 In respect of air transits, on the expiry of 30 days (Duration Clause) plus 60 days after unloading the subject matter insured from the aircraft at the final airport of discharge,

1.6 In respect of rail/road transits, on the expiry of 7 days (Duration Clause) plus 60 days after unloading the subject matter insured at the final place of discharge,

Whichever shall first occur.

2. If this Contract or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with Clause 1.

The cover afforded under the extended period as agreed in this endorsement shall be subject to the terms and conditions of the current London Institute Clauses excluding Terrorism.

#### 23. INSTITUTE CLASSIFICATION CLAUSE 01/01/2001 (Revised)

##### QUALIFYING VESSELS

1). This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:

1.1 a Member or Associate Member of the International Association of Classification Societies (IACS\*), or

1.2. a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms a part).

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable market rate on reasonable commercial market terms.

##### AGE LIMITATION

2). Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.

Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they:

2.1. have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specific ports, and do not exceed 25 years of age, or

2.2. were constructed as container ships, vehicle carriers or double skin open hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

For Bulk carriers, the below additional overage premium structure is to be incorporated along with Institute Classification Clause 2001.

Up to 15 years: No Additional Premium;

Above 15 years - up to 20 years: At the discretion of the Insurer;

Above 20 years - up to 25 years: minimum 0.01%;

Above 25 years - up to 30 years: minimum 0.02%;

More than 30 years - to be referred to Insurer in advance for approval prior to shipment

All Additional Rates to apply on full shipment value. Rates to apply over and above Base rates/cargo rate.

**CRAFT CLAUSE 3).** The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

##### NATIONAL FLAG SOCIETY

4). A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

##### PROMPT NOTICE

5). Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

##### LAW AND PRACTICE

6). This insurance is subject to Indian law and practice.

CL 354

#### 24. JELC Communicable Disease Exclusion (JC 2020-011)

Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence there to. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from one organism to another organism where: 2.1. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and 2.2. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and 2.3. The disease, substance or agent can

cause or threaten bodily injury, illness, damage to human health, human welfare or property.

25. Joint Excess Loss Cyber Losses Clause (JX2020-007)

1). Notwithstanding any other term of this Contract save for Clause 2 below, in no case shall this Contract cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from the use or operation of an Information Technology Device as a means for inflicting harm. 2). Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1 shall not exclude losses which would otherwise be covered arising from the use of any Information Technology Device in the launch and/or guidance system and/or firing mechanism of any weapon or missile. 3). Where the use or operation of an Information Technology Device was not used as a means of inflicting harm, any ensuing loss, damage, liability or expense shall be excluded unless a physical peril named in the Information Technology Hazards Clause within JELC CL432 (16/10/2017) was also a significant cause of a loss. In such case this Contract shall cover the loss, damage, liability or expense in accordance with but only to the extent provided for in that Clause, whether that Clause forms part of this Contract or not. 4). For the purposes of this clause, an Information Technology Device shall mean any computer system, hardware, software, programme, code, data, process, virus, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of a direct insured or not.

26. War Risk Exclusion Clause For High Risk Area (HRA)

Excluding War and Strikes cover, As provided in Institute War Clauses Cargo CL.385 1.1.2009. Institute Strikes Clauses Cargo CL.386 1.1.2009. In respect of transits to or from or through or within the Persian or Arabian Gulf and adjacent waters including the Gulf of Oman west of longitude 58 E only. To read as High Risk Area - HRA. Coverage for War and Strikes may be provided subject to prior approval from Insurer at additional premium rates.

27. Strikes Riots and Civil Commotions Clause (Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage) 2010

Strikes Riots and Civil Commotions Clause (Inland Transit (including Air and Courier) not in conjunction with Ocean Going Voyage) 2010

RISKS COVERED

Risk Clause

1. Subject otherwise to the terms, conditions and warranties of the Policy on goods against transit risks, this Insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by:

1.1 strikers, Locked-out workmen, or persons taking part in labour disturbances riots or civil commotions,

1.2 any act/s of terrorism being an act/s of any person/s acting on behalf of, or in connection with, any organisation/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

1.3 caused by any person/s acting from a political, ideological or religious motive.

1.4 caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire brigade, etc.) in connection with curbing and stopping what are covered by Clauses 1.1 to 1.3 above;

EXCLUSIONS

2. General Exclusions clause

In no case shall this insurance cover:

2.1 loss or damage or expense proximately caused by delay, inherent vice or nature of the subjectmatter insured

2.2 loss damage or expense proximately caused by the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbances riot or civil commotion

2.3 any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind

2.4 loss or damage or expense caused by hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power.

LAW AND PRACTICE

This insurance is subject to Indian law & practice.

28. Limit per Sending (PSL) and Limit per location (PLL)

Limit per Sending (PSL): Notwithstanding anything to contrary contained in this contract, the limit of the insurer liability in respect of any one accident or series of accidents arising from the same event shall not exceed the amount as specified in the schedule of the policy. Shipment values exceeding this limit, unless prior notice is given to the company and suitable amendments have been made in the policy, insured will be self-insurer and for partial losses condition of average will be applicable at time of claim.

Limit per location (PLL): Notwithstanding anything to contrary contained in this contract, Company liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the amount as specified in the schedule of the policy. This donates accumulation of all shipments at any one place at any one time e.g. Intermediate storage, carriers or other go downs, at the port awaiting shipment and similar places. If such accumulations do take place exceeding the location limit, unless prior notice is given to the company and suitable amendments have been made in the policy, condition of average will be applicable at time of claim.

Place : CHENNAI

For Cholamandalam MS General Insurance Company Ltd.

Date of Issue :18/10/2022

Authorised Signatory

Whether tax is payable under reverse charge basis - No.

