

Renewal Business-0008731004

Date: 28/04/2023

JAIN HITEX CREATIONS PVT LTD

101, GANDHI PLAZA, GHEEKANTA ROAD,AHEMDABAD, ,GUJARAT,-AHMEDABAD AHMEDABAD-380001 AHMEDABAD-GUJARAT 24AABCJ8434B1ZY (GSTIN Number)

Policy No: 0830015696

Renewal: 08 Endorsement: 00 Client ID: 0009491657

Dear Sir /Madam,

We thank you for choosing Tata AIG General Insurance Company Ltd. as your preferred insurer. Your Policy No. is 0830015696.

We are glad that you have chosen our product MARINE CARGO OPEN POLICY and given us an opportunity to be your risk carrier for this Product.

Enclosed please find your policy docket based on the information furnished by you.

We look forward to a long and mutually beneficial relationship and providing you wider range of benefits in the years to come.

Incase of any queries, you are requested to use the following channels to reach us:



Your's Sincerely,

For TATA AIG General Insurance Company Limited

Authorised Signatory



MARINE CARGO OPEN POLICY

Policy Schedule

Agent/Broker Name - JAINUINE INSURANCE BROKERS PVT LTD

Agent/Broker License Code - 376

Agent/Broker Contact No - 2572225747 (mobile or landline)

In consideration of the Policyholder named herein paying to the Tata AIG 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 in the proposal including its attachments or otherwise, and the material incorporated therein, 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.

: 0830015696 **OPEN POLICY NO**

: 08 RENEWAL : 00 ENDORSEMENT ADDITIONAL INSURED

INSURED : JAIN HITEX CREATIONS PVT LTD

:

: 101, GANDHI PLAZA, **ADDRESS**

GHEEKANTA ROAD, AHEMDABAD,

,GUJARAT,-AHMEDABAD AHMEDABAD-380001 AHMEDABAD-GUJARAT

24AABCJ8434B1ZY (GSTIN Number)

PLACE OF SUPPLY : GUJARAT

STATE CODE : 24

INTEREST INSURED Upon consignment said to contain readymade garments and woven fabrics in rolls.

From 11/05/2023 to 10/05/2024 Both days inclusive or any date prior to expiry date on which the **PERIOD**

Sum Insured / Premium is exhausted by shipments/declarations or until cancelled as provided for in

terms of the Cancellation condition of this Policy.

PACKING Standard and Customary

CONVEYANCE By Rail &/or By Road &/or By Air &/or By Sea &/or By Courier &/or By Registered Post

VOYAGE EXPORT: CIFDDP EXPORT: From anywhere in India to anywhere in the World EXCLUDING

shipments tothrough Afghanistan Cuba Iraq Somalia Syria Iran Sudan North Korea Yemen and Indian Government prohibited countries or Sanctioned Countries unless agreed by underwriters prior to shipment For shipments to Nepal and Bangladesh the cover would terminate upon the insured cargo reaching the transshipment point at Indian border For shipments to countries in the African Continent unless it is specifically agreed to by the Company the cover granted by this policy would terminate at the destination PortAirport of discharge This policy shall run concurrent to Sales ContractIncoterms FOBCFR EXPORT : From anywhere in India to any Indian portairport until placed on board the overseas vesselaircraft as per FOB Clause and thence extended to cover Sellers Interest during the overseas voyage The cover for Sellers Interest would terminate upon the discharge of the subject matter insured at the destination portairport EXCLUDING shipments to tothrough Afghanistan Cuba Iraq Somalia Syria Iran Sudan North Korea Yemen and Indian Government prohibited countries or Sanctioned Countries This policy shall run concurrent to Sales ContractIncoterms SALES RETURNS: From anywhere in the World to anywhere in the India EXCLUDING shipments fromthrough Afghanistan Cuba Iraq Somalia Syria Iran Sudan North Korea Yemen and Indian Government prohibited countries UN

Sanctioned Countries unless agreed by underwriters prior to shipment

EXCLUDING SHIPMENTS TO/FROM INDIAN GOVERNMENT PROHIBITED OR U.N SANCTIONED COUNTRIES INCLUDING IRAQ

All Risk COVERAGE TYPE



ANNUAL ESTIMATED TURNOVER

EXPORT :INR 436,649,373.00

INITIAL SUM INSURED

EXPORT: INR 50,000,000.00

SENDING LIMITS

EXPORT :INR 15,000,000.00

LOCATION LIMITS

EXPORT :INR 30,000,000.00

BASIS OF VALUATION

EXPORT : Export : Invoice Value + 10% Sales Return : Depreciated Market Value or Declared

Value, whichever is less

TERMS OF COVER

EXPORT : All Risk as per ICC 'A' + War & Strikes Subject to Insuring Clauses, Warranties and

Conditions mentioned hereunder:

Subject To

* Institute Cargo Clauses (A) CL.382 (1.1.2009)

* Institute Cargo Clauses (B) CL.383 (1.1.2009)

* Institute War Clauses (Cargo) CL.385 (1.1.2009)

* Institute Strikes Clauses (Cargo) CL.386 (1.1.2009)

* Institute Classification Clause CL.354 (1.1.2001)

* Cargo ISM Endorsement JC 98/019 (1.5.1998)

* Institute Cargo Clauses (Air) (excluding sendings by Post) CL.387 (1.1.09)

* Institute War Clauses (Air Cargo) (excluding sendings by Post) CL.388 (1.1.09)

* Institute Strike Clause (Air Cargo) CL.389 (1.1.2009)

* Inland Transit (Rail/Road/Air) Clause A - (All Risks) 2010

* Inland Transit (Rail/Road) Clause B - (Named Perils) 2010

* Strikes Riots and Civil Commotion Clause (Inland transit (including Air and Courier) not in conjunction with Ocean Going Voyage) 2010

* Limitation of Liability (Inland Transit)

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

* Cargo Termination of Storage in Transit Clause (2004)

* Registered post parcel clause

* Registered post parcel clause 1/4/82 (duly amended for courier)

* Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause CL.370 (10.11.03)

* Institute Cyber Attack Exclusion Clause CL.380 (10.11.03)

* Institute Standard Conditions for Cargo Contracts 1/4/82

* Bound to Declare condition

* Important Notice condition

Warranties, Conditions & Exclusions

COMMUNICABLE DISEASE EXCLUSION LMA 5394 (amended) This exclusion applies to all original risks (including individual declarations made under facilities).

- 1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, a rising 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 thereto.
- 2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any 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 damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Notwithstanding the foregoing, losses resulting directly or indirectly from, or caused by, contributed to by, resulting from, arising out of, or in connection with any otherwise covered peril under the Policy and not otherwise excluded under this insurance agreement shall be covered.

JOINT EXCESS LOSS CYBER LOSSES CLAUSE (JX2020-007)

Insurance is a subject matter of solicitation. For more details on the risk factors, terms and conditions, please read our Sales brochure or our insuring terms as per quote provided carefully before concluding a sale.

Tata AIG General Insurance Company Limited.



Warranties, Conditions & Exclusions

- 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 therefrom, 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.

Excluding coverage in respect of Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) where Tata AIG risk commences from Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and United Arab Emirates and/or where Tata AIG risk terminates at Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and United Arab Emirates.

The Reinstatement of Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) shall be subject to an additional premium @ 0.0250% on the shipment value, to be paid/remitted to the Tata AIG prior to the commencement of the transit, failing which Tata AIG shall be absolved of all liabilities.

Sanctions & Limitation Clause

It is hereby agreed and understood that cover hereunder is not provided and shall not be deemed to be provided and no Insurer shall be liable to make any payment for any claim or provide any benefit hereunder if the provision of such cover, payment of such claim or provision of such benefit may be contrary 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, the Swiss Confederation (Switzerland), Republic of Singapore or the United States of America, and may expose the insurer or its reinsurer to any such sanction, prohibition or restriction whether such sanction, prohibition or restriction exists at the inception of this policy or comes into existence at any time thereafter.

Five Powers War Exclusion (amended to include triggering of NATO Agreement) This insurance excludes loss damage liability or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, Russian Federation and the Peoples Republic of China. For the avoidance of doubt this exclusion is deemed to encompass the invocation of Collective Defence of NATO as detailed in Article 5 of The North Atlantic Treaty.

Russia, Ukraine and Belarus Exclusion

Excluding all loss, damage, liability or expense directly caused by or arising from or in connection with the current Russia-Ukraine conflict and/or any expansion of such conflict. Also excluded shall be loss, damage, liability or expense where the aforementioned conflict is deemed to be the proximate cause of such loss, damage, liability or expense.

This also includes but is not limited to confiscation, expropriation, nationalization, deprivation or restraining in movement of vessels and cargo in the territory of the aforementioned countries

Cargo Termination of Storage in Transit Clause (2004)

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.



Warranties, Conditions & Exclusions

- * CUTTING CLAUSE (IND/NIC/2020/05): The cracked or broken portion of each damaged unit to be cut. Underwriters to pay proportionate value of the part cut off and to receive any salvage on such proportion.
- * FOB SHIPMENT CONDITION: This insurance is extended to cover the interest insured until the goods are placed on board the oceangoing vessel or lash barges (including Sling Loss) or until expiry of 14 days after arrival of goods at the place of storage at the port town and/ or docks awaiting shipment, whichever shall first occur whether that Clause forms part of this Contract or not.
- * Warranted that 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.
- * Warranted adequate packing to withstand the intended journey.
- * Warranted cleanliness, fitness & suitability of carrying vessels & other conveyances
- * Warranted signature on postal receipt and delivery with seals intact shall be Deemed proof of safe delivery.
- * Warranted that if the weight of the cargo exceeds the Registration Laden weight/Licensed Carrying Capacity of the vehicle, as mentioned in the Registration Certificate of the vehicle, then any loss or damage arising out of such transit is not covered under the policy
- * Warranted completely containerized movement of cargo during overseas voyage
- * Warranted that second hand / used / Return cargo to be covered as per Institute Cargo Clause B / Inland Transit (Rail/Road) Clause B + War/Strikes Riots and Civil Commotion Clause. Claim settlement depreciated market value
- * For such cargo where the transits are through Air, the coverage under Institute Cargo Clauses (Air) shall stand restricted to total loss of cargo due to accidental means.
- * Excluding mould, mildew, fungus, contamination, discoloration, adulteration, Spoilage and infestation losses unless caused by Inland Transit Clause (B)/Institute Cargo Clause (B) peril
- * Excluding stain, taint and smell losses unless caused by Institute Cargo Clauses B or Inland Transit Clause B perils
- * Excluding losses by insects and weevils unless caused by Institute Cargo Clauses B or Inland Transit Clause B perils
- * Excluding losses due to deterioration in quality.
- * Excluding unexplained rejections and quality losses.
- * Excluding movement by open trailers, cargo carried in bulk or loose or break bulk.
- * Excluding shortages out of seal intact containers &/or sound packaging.
- * Excluding hook damages.
- * OPEN POLICY CONDITION: The Policy issued herein is on declaration basis whereby the premium has been collected/is collectable upon the Estimated Shipment value for each voyages covered under this policy. Declaration for each shipment to be provided within agreed timeline. It is hereby agreed that claims, if any, under the Policy which being otherwise, admissible, would be processed and adjusted as per the Basis of Valuation stated in the Policy.
- * ISSUING OF CERTIFICATES CONDITION: The Assured will be authorized to issue Certificate of Insurance through e-marine which is Web based tool. As per Statutory Provision, premium adequacy of sum insured has to be ensured at any point of time.
- * CANCELLATION CLAUSE CONDITION: This contract may be cancelled by either the Company or the Assured giving 30 days notice in writing to take effect from the midnight of date of notice but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses may be cancelled at seven days notice, or at forty-eight hours notice in respect of shipments to or from the United States of America.

Notice shall commence from midnight of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

* VERIFICATION OF RECORD CONDITION: The Company shall have the privilege at any time during business hours to inspect the records of the Assured in respect of the shipment or sending or risk falling within the terms of this contract.



EXCESS

Transit Excess : EXPORT : EXPORT: 0.5% of consignment value subject to a minimum of Rs 10000/for each and

every claim

Storage Excess

Storage Premium : INR 0.00

PREMIUM DETAILS

PREMIUM : EXPORT: INR 13,500.00

IGST @18% : INR 2,430.00

STAMP DUTY : The stamp duty of Rs.0.25/- paid in cash or demand draft or by pay order, vide Receipt/Challan

no:LOA/CSD/655/2023/1021 dated the 21/03/2023

Total Amount : INR 15,930.00

DECLARATION: EXPORT: Each shipment to be declared in eMarine In view of statutory provisions for

premium payment adequacy of premium at all times will have to be ensured by the assured In

absence of timely declarations claims under the policy may be prejudiced

BOUND TO DECLARE

It is a condition of this contract that the Assured is bound to declare hereunder each and every shipment or sending or risk without exceptions falling within the terms and conditions of this contract whether arrived or not the Company being bound to accept the same up to but not exceeding the limits specified herein. Any declaration made to the company which does not fall within the terms and conditions of the policy would be considered to be null and void ab initio and the Company would in no way be held liable for any consequence arising out of the declaration.

CANCELLATION : 30 days notice by either parties or as per War &/Strikes Clause attached

DATE OF ISSUE : 28/04/2023
PLACE OF ISSUE : MUMBAI

IMPORTANT NOTE:

The policy and its conditions should be examined and if incorrect returned at once for alteration. Every change affecting the risks insured by this Policy must be immediately advised to the Company. Failure to do this might result in the insurance ceasing to be in effect

GSTIN No: 27AABCT3518Q1ZW - MAHARASHTRA Service Accounting Code: 9971

AIG WORLDWIDE MARINE CLAIMS OFFICES: http://www.aig.com/marinedirectory/

24 X 7 CALL CENTRE: 18002667780

E-Claim reporting: general.claims@tataaig.com

Your's Sincerely,

For TATA AIG General Insurance Company Limited

Lulpe Authorised Signatory



Attached to and forming part of Policy No. 0830015696 08 00

10/11/03.

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1. Subject only to Clause 1.2. below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2. 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 1.1. shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system an/or firing mechanism of any weapon or missile.

CL.380



Attached to and forming part of Policy No. 0830015696 08 00

IMPORTANT

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:-

- 1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
- 2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
- 3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
- 4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
- 5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.
- 6. 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 weightment/examined delivery from Carriers and an appropriate Certificates.
- 7. To issue Notices of claim against Carriers, Bailees or Third Parties by Registered Post with Acknowledgement Due Card.

Note -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.

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, the nearest Lloyd's 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 of 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/NonDelivery 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 Third 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.

Your's Sincerely,

For TATA AIG General Insurance Company Limited

Authorised Signatory

Insurance is a subject matter of solicitation. For more details on the risk factors, terms and conditions, please read our Sales brochure or our insuring terms as per quote provided carefully before concluding a sale.

Tata AIG General Insurance Company Limited.



INSTITUTE STANDARD CONDITIONS FOR CARGO CONTRACTS 1/4/82

Attaching to and forming part of Marine Open Policy No. 0830015696 08 00

- This contract is to insure the subject-matter specified for the transits and on the conditions named shipped by or for account of JAIN HITEX CREATIONS PVT LTD or the insurance of which is under their control as selling or purchasing agent unless insured elsewhere prior to inception of this contract or to insurable interest being acquired.
 - This contract does not cover the interest of any other person, but this shall not prevent a transfer of the insurance by the Assured or Assignee.
- 2 It is a condition of this contract that the Assured are bound to declare hereunder every consignment without exception, the Company being bound to accept up to but not exceeding the amount specified in clause 3 below.
- This contract is for an open amount but the amount declarable shall not exceed the following: EXPORT:INR 15,000,000.00
- 4. Notwithstanding anything to the contrary contained in this contract the Company's liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum of

EXPORT :INR 30,000,000.00

- 5. In the event of loss accident or arrival before declaration of value it is agreed that the basis of valuation shall be
 - EXPORT: Export: Invoice Value + 10% Sales Return: Depreciated Market Value or Declared Value, whichever is less
- 6. This contract is subject to the Institute Classification Clause.
- 7. Should the risks of war, strikes, riots and civil commotions be included in the cover granted by this contract, the relevant Institute War Clauses and Institute Strikes Clauses shall apply.
- 8. This Institute Clauses referred to herein are those current at the inception of this contract but should such clauses be revised during the period of this contract, and provided that the Company Shall have given at least 30 days notice thereof, then the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the said notice.
- 9. This contract may be cancelled by either the Company or the Assured giving 30 days notice in writing to take effect from the midnight of date of notice but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses may be cancelled at seven days notice, or at fortyeight hours notice in respect of shipments to or from the United States of America. Notice shall commence from midnight of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

Policy Servicing Office

Tata AIG General Insurance Company Limited

2ND FLOOR PREMISES NO. 25 & 26, KAPADIA COMMERCIAL COMPLEX, NASHIK, MAHARASHTRA, NASHIK-422002, Tel No: 91-91-9136972226