



**ATERMANN  
KÖNIG &  
PAVENSTEDT**

**Confirmation of Insurance**

(Original text in German which shall take precedence)

(Free and Non-Committal Translation)

*This is to confirm that the following company maintain a Freight-Forwarders-Liability-Policy. Out of this confirmation of insurance no claims can be demanded directly from insurance company. Relevant for the scope of coverage are solely the terms and conditions of the AKP-Freight-Forwarders-Liability policy.*

**HBH Logistics GmbH & Co. KG**  
**Edisonstrasse 9**  
**28816 Stuhr-Brinkum**

Policy-No. **03H2011/316/00**

Duration: **January 1st, 2021** until **December 31<sup>st</sup>, 2021**.

**Subject of insurance**

Subject matter of the insurance are contracts of the assured (carriage-, freight forwarding- and storage-contracts) concluded during the duration of this policy, if and to the extent the related activities are explicitly documented in the operational description (questionnaire).

**Liability of the insurance**

Subject to agreed policy conditions the liability of the assured is covered on following conditions:

- ADSp – German Freight Forwarders' Standard Terms and Conditions in the agreed Version.
- VBGL – Contractual Conditions of Forwarding and Logistic Companies
- BSK – General Terms and Conditions for heavy lifts
- German statutory conditions, in particular §§ 407 ff. German Commercial Code (HGB);
- AGB General Terms and Conditions of Business of the assured in the scope of § 449 Para. 2 No. 1 HGB (contractually agreed increase in liability between 2 SDR and 40 SDR per kilogram of gross weight);
- Relevant national legal provisions for the haulage trade in the states of the European Economic Area (EEA) and Andorra, Malta, Monaco, San Marino, Switzerland, Turkey and the Vatican (Cabotage)
- Applicable laws other countries, if liability of other countries is not higher than 8,33 SDR (special drawing right) per kilo and reference to above mention law will not lasting.
- Agreements on the contract of carriage in international road haulage traffic (CMR);
- Convention concerning international transport by rail (Annex B - COTIF, current version) and the uniform legal regulations for the contract concerning international carriage of goods by rail (CIM);
- Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway (CMNI);
- Warsaw Convention of 1929 and if applicable - the Hague Protocol of 28.05.1955, the Supplementary Convention of Guadalajara of 18.09.1961, Montreal Agreement of 28.05.1999 and other applicable additional agreements for international air traffic;



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- Hague Rules and if applicable - the Hague-Visby-Rules, the maritime provisions of the German Commercial Code (HGB) of 25.06.1986, the Hamburg Rules and other applicable international conventions or national statutory provisions for ocean-going traffic;
- Provisions of a FIATA Multimodal Transport Bill of Lading (FBL) or Through Bill of Lading (TBL) in the form adopted by FIATA;
- Internal House Airway Bill (HAWB) or House Bill of Lading (House B/L) of the assured or other documents of the assured;
- Claims in accordance with the law governing tort are also insured if and in so far as the party entitled files these statutory claims in addition to or instead of liability under this contract;
- Liability as per individual agreements as agreed with leading underwriter

**Limit of liability for each claim**

**For Freight forwarder and Carrier contracts**

- |   |   |                     |
|---|---|---------------------|
| - for cargo claims and / or consequential losses              | € | <b>2.500.000,00</b> |
| or 2 SDR of gross weight of consignment, whichever is higher, |   |                     |
| - for purely pecuniary damage                                 | € | <b>250.000,00</b>   |

**For warehousing contracts**

- |   |   |                     |
|---|---|---------------------|
| - for cargo claims and / or consequential losses  | € | <b>1.000.000,00</b> |
| - for purely pecuniary damage   | € | <b>250.000,00</b>   |
| - claims principal is based upon the difference between the nominal and actual inventory;   | € | <b>500.000,00</b>   |
| - Claims in accordance with the law governing tort are also insured if and in so far as the party entitled files these statutory claims in addition to or instead of liability under this contract; | € | <b>1.000.000,00</b> |
| - Limitation per <b>incident</b>  | € | <b>5.000.000,00</b> |
| - Limitation per <b>underwriting year</b>   | € | <b>7.500.000,00</b> |

Additional limitation in the case of qualified fault

If the assured, his legal representatives or chief executives have caused one or more claims due to carelessness and in the awareness that a claim would probably occur, by infringing essential contractual obligations (cardinal violation of duties) or by gross organisational fault, and if the assured can therefore not claim the statutory maximum insurance in accordance with the legal regulations applicable in the relevant case or a contractually agreed maximum liability, underwriter shall compensate the difference between the statutory or contractually agreed maximum liability amounts and the amounts owed to the claimant/s beyond this, up to

- |   |   |                   |
|---|---|-------------------|
| Limitation per <b>incident</b>          | € | <b>250.000,00</b> |
| Limitation per <b>underwriting year</b> | € | <b>750.000,00</b> |

**Place of jurisdiction:** Federal Republic of Germany

Bremen, 11.12.2020

Place, date

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