TERMINAL OPERATOR LIABILITY INSURANCE

Under the following terms and conditions of this Terminal Operator Liability Insurance Underwriters agree to indemnify you for liabilities, costs and expenses incurred in your capacity as Terminal Operator, but only in respect of Insured Services and at Locations as accepted by Underwriters in writing. These terms and conditions should at all times be read and construed subject to and in conjunction with your Cover-Note and any Endorsements thereto.

PART I - EXTENT OF COVER

A) Contractual and Legal liability

This insurance provides cover for liabilities, costs and expenses in respect of:

1 physical loss of or damage to your Customer's Cargo, your Customer's Property and your Customer's Vessels including consequential losses resulting from such loss or damage, PROVIDED that such liabilities, costs and expenses are incurred under either:
- (i) a contract of carriage issued in accordance with national and/or international legislation applicable to the carriage of goods; or
- (ii) any standard trading conditions approved, developed or recommended by any national or international stevedoring, freight forwarding, ship agency or warehouse association; or
- (iii) your standard trading conditions approved by Underwriters; or
- (iv) a contract seen and approved by Underwriters.

2 physical loss of or damage to third party property including consequential losses resulting from such loss or damage;

3 illness, bodily injury or death of any third party, including consequential losses resulting from such illness, bodily injury or death;

4 financial loss incurred by third parties for which you are legally liable.

B) Costs and Expenses

This insurance provides cover for:

1 costs and expenses incurred in respect of the investigation, defence and mitigation of accidents or occurrences that may give rise to a claim under your insurance, provided that Underwriters hereunder have given their prior written consent to the incurring of such costs;

2 quarantine and disinfection costs, other than those incurred in the normal course of business;

3 costs and expenses incurred in the disposal or removal of:
- (i) any damaged or worthless cargo; or
- (ii) third party property,

following an accident or occurrence covered under this insurance, and only to the extent that such costs and expenses cannot be recovered from any other party, unless resulting from your intentional failure to obtain security on behalf of or in co-operation with your Customer;

4 cargo's contribution in General Average or Salvage which cannot be recovered from your Customer;

5 any recovery under this section B) will be reduced by the proceeds of salvage.

PART II - QUALIFICATIONS

A) Limit of Cover

The total liability of Underwriters under this insurance in respect of all claims or series of claims arising out of any one accident or occurrence including any costs, fees and expenses shall under no circumstances exceed the Limits or Sub-Limits stated in the Cover-Note. Sub-Limit(s) shall apply to any claim arising under that clause, endorsement and/or operation and shall be inclusive and not in addition to the Limit as stated in the Cover-Note .

B) Double Insurance

If another insurance is in place for the same risk, this insurance is secondary and in excess of the limit of the indemnity afforded by such other insurance effected on behalf of the Assured(s) or Co-Assured(s).
Underwriters shall not be liable to pay or contribute under this insurance if the Assured(s) or Co-Assured(s) claim is insured under any other insurance or would have been recoverable under the other insurance but for a breach of warranty, non-disclosure, misrepresentation, breach of condition or non-payment of premium.

C) Subcontractors

It is a condition of this insurance that you will use your best endeavours to ensure that any subcontractor engaged in the performance of any of the Insured Services maintains in force an adequate liability insurance underwritten by a reputable insurance company.

D) Fines and Duty

You are not insured under this insurance for liability for fines, customs duties, sales or excise tax or other fiscal charges except where such duty, tax or charges arise out of an accident or occurrence for which you are legally liable and only if and to the extent that you are insured for such liability, as set out in your Cover-Note.

Provided that Underwriters have expressly agreed to provide insurance for your liabilities, costs and expenses in respect of customs fines and duties you will only be reimbursed for liabilities, costs and expenses payable to Authorities under the condition that customs clearance of cargo has been performed or subcontracted by you and that the transport, storage or handling of the goods in respect of which the claim arises has been performed by you or on your behalf.

E) Recourse

Nothing contained in this insurance shall operate to provide coverage hereunder in respect of liabilities, costs and expenses incurred by you or resulting from any waiver of rights of recourse against any contractor, subcontractor or any third party or resulting from any contract containing any indemnity or hold harmless of whatsoever nature, unless otherwise agreed by Underwriters in writing.

F) Overlapping Sections and/or Paragraphs

1 In the event that a risk appears to be insured under more than one section or paragraph of this insurance reimbursement shall take place under the section or paragraph to which it relates most directly, and the relevant limit and deductibles shall be applied accordingly.

2 Any exclusion or qualification applying to a risk under more than one section or paragraph of your insurance will override an inclusion or reference elsewhere in the insurance, unless expressly agreed otherwise by Underwriters in writing.

G) Territorial Restrictions

No insurance is provided hereunder for liabilities, costs and expenses arising from any of the Insured Services that are subcontracted in any country in Africa (except the Republic of South Africa), all former states of the Union of Socialist Soviet Republics, Iran, Iraq, Yemen, Lebanon, Syria, Afghanistan, Myanmar, Cambodia, Albania, Cuba and North Korea, except where you subcontracted such service to a party under a single contract which covers at least the same period of responsibility as the contract between you and your customer and you do not contract with such party to act as your agent for such period.

H) Seepage and Pollution

Nothing contained in this insurance shall operate to provide any coverage hereunder in respect of liability for seepage and/or pollution including discharge, dispersal, release or escape of smoke, vapours, soot, fumes, alkalis, toxic substances or derivative including any oil refuse or oil mixed waste or other irritant, containment or pollutant into or upon land, the atmosphere, property, persons, animals or other living creatures, watercourse or body of fresh or salt water unless all the below conditions are satisfied:

1 the seepage or pollution occurs during the period of insurance hereunder, and;
2 such is notified to Underwriters within 72 hours of the occurrence whether continuous or not, and;
3 any claim is made within 3 months of the expiry of this policy, and;
4 the pollution is accidental, sudden and unexpected and does not result from your failure to comply with any governmental or international statute, rule or regulation.

PART III - OBLIGATIONS

A) Disclosure

All material facts must be disclosed, failure to do so may invalidate this insurance. A material fact is one which is likely to influence Underwriters in the assessment or acceptance of a risk, including but not limited to major changes of or within your organisation through merger, acquisition or change of management.

B) Insured Services

You are required to declare all services to be insured hereunder in writing.

C) Insured Locations

You are required to declare all locations to be insured hereunder in writing.

D) Prudent Uninsured

The duty imposed on you shall be to take such steps as could reasonably be expected to be taken by a competent and prudent uninsured in the same or similar circumstances and no account shall be taken of any peculiar circumstances such as your lack of means or your inability to provide the requisite funds for any reason whatsoever.

../ 3

E) Sue and Labour

It shall be your duty at all times, whether before, at the time of, during or after the occurrence of any event or matter likely to give rise to a right of recovery under this insurance, to take all such steps, whether in relation to your business or otherwise, as may be reasonable for the purpose of averting or minimising any expense or liability for which you may be covered under this insurance.

PART IV - EXCLUSIONS

A) Cargo Related Liabilities

This insurance does not provide cover for:

1 any increased liabilities, costs or expenses arising out of a deliberate breach of the contract of carriage, including but not limited to:
   - (i) deviation from the contractually agreed voyage;
   - (ii) incorrect description of cargo, its quantity or condition;
   - (iii) post- or antedating of the contract of carriage.

2 any declaration of value under the contract of carriage;

3 any third party liability arising from the carriage by air of Dangerous Goods as defined in the latest version of the IATA-regulations;

4 liability, costs and expenses for losses discovered upon taking inventory, unless otherwise agreed in writing by Underwriters.

B) War

In no case shall this insurance cover loss damage liability or expense caused by:

(i) war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;

(ii) capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat;

(iii) derelict mines torpedoes bombs or other derelict weapons of war.

C) Strikes

In no case shall this insurance cover loss damage liability or expense caused by strikers, locked out workmen or persons taking part in labour disturbances, riots or civil commotions.

D) Malicious Acts

In no case shall this insurance cover loss damage liability or expense arising from:

(i) the detonation of an explosive;

(ii) any weapon of war;

(iii) and caused by any person acting maliciously or from a political motive.

E) Terrorism

In no case shall this insurance cover loss damage liability or expense of whatsoever nature, directly or indirectly caused by, resulting from or connected with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

F) Motor Vehicles

In no case shall this insurance cover liabilities, costs and expenses towards third parties incurred by you as the Owner, Operator or Lessee of any vehicle that is used or intended to be used on public roads, which is required to be licensed and is subject to mandatorily applying motor vehicle liability insurance.

G) Property

In no case shall this insurance cover physical loss of or damage to any property owned or leased by you or for any contractual liability to compensate any other party for physical loss of or damage to your owned or leased property.

H) Employer's Liabilities

In no case shall this insurance cover liabilities, costs and expenses arising out of or in respect of a contract of employment, director's service contract or similar contracts of employment, or liability arising under any statutory legislation relating to employer's liability or workmen's compensation.

I) Waste Handling

In no case shall this insurance cover liabilities, costs and expenses incurred by you arising out of the following services or operations:

(i) operation or use of a dumpsite;
(ii) the disposal of waste other than the carriage or handling of damaged or worthless Cargo following an accident or occurrence covered under this insurance;
(iii) dredging operations of whatsoever nature, including but not limited to the storage of sludge or dredging material and equipment.

J) Media Exposure

In no case shall this insurance cover liabilities, costs and expenses in respect of libel, slander or malicious statement, unless expressly agreed by Underwriters and stated as such in your Cover-Note.

K) Unlawful Activities

In no case shall this insurance cover liabilities, costs and expenses in respect of fraudulent, criminal or illegal activities.

L) Wilful Misconduct

In no case shall this insurance cover loss, damage, liabilities, costs or expenses attributable to your wilful misconduct.

M) Financial Impairment

In no case shall this insurance cover loss, liabilities, damage, costs or expenses caused by your financial default or insolvency.

N) Multiplied Damages

In no case shall this insurance cover liabilities, costs and expenses in respect of fines, penalties, punitive damages, exemplary damages, aggravated damages or any other damages resulting from multiplication of compensatory damages.

O) Contraband

In no case shall this insurance cover risks arising from the handling or storage of cargo which is contraband.

P) Valuable Cargoes

In no case shall this insurance cover liabilities, costs and expenses in respect of valuable cargoes such as bullion or precious metal objects, precious stones or precious jewellery, cash or securities, works of art, thoroughbred horses, cigarettes, bottled spirits, mobile telephones as well as components thereof and computers as well as components thereof unless specifically agreed upon by Underwriters in writing.

Q) Product Liability

In no case shall this insurance cover liability, costs and expenses in respect of the unsuitability of or defect in goods or products manufactured, graded, blended, supplied or sold by you or on your behalf.

R) Penalty Clauses/Performance Guarantees

In no case shall this insurance cover any liability arising from penalty clauses or performance guarantees agreed between you and your Customer and/or any third party.

S) Regulations relating to Tariffs and Competition

In no case shall this insurance cover liability, costs, expenses, fines or penalties arising from or connected with a breach of regulations involving tariffs and competition, including but not limited to liability, costs, expenses, fines or penalties arising from or connected with the Assureds' or Co-Assureds' membership of any Trade Association or similar institutions.

T) Maintenance and Repair

In no case shall this insurance cover liability, costs and expenses in respect of the unsuitability of materials used, repairs carried out or maintenance performed by you or on your behalf, unless agreed otherwise by Underwriters in writing.

U) Harmful Substances and Conditions

In no case shall this insurance cover any loss, damage, liability, costs and expenses in respect of any continuous, intermittent or repeated exposure to or ingestion, inhalation, installation, distribution, manufacture, sale, utilisation, existence or absorption of the following substances or conditions in any form:

asbestos, tobacco, alcohol, coal/grain/ore/granulated stone/cement dust, polychlorinated biphenyls, silica, benzenes, lead, talc, dioxin, pharmaceutical products or drugs of any type, pesticides or herbicides, human immune virus or acquired immune deficiency syndrome or electromagnetic fields.

V) Ships Chartered, Owned or Operated

In no case shall this insurance cover loss damage liability or expense arising from or connected with ships chartered, owned or operated by the Assured or any Co-Assured unless specifically agreed otherwise by Underwriters in writing.

PART V - INCEPTION OF COVER AND CESSER OF INSURANCE

A) Inception of Cover

Cover hereunder shall commence at the date set out in the Cover-Note.

B) Cesser of Insurance

1 Cover hereunder ceases automatically on the date stated in the Cover-Note.

2 Cover hereunder shall forthwith cease upon the happening of any of the following events:

- (i) upon the passing of any resolution for your voluntary winding up (other than voluntary winding up for the purpose of group or company reorganisation);
- (ii) upon an order being made for your compulsory winding up;
- (iii) upon your dissolution;
- (iv) upon a court, trustee, receiver or manager being appointed over all or part of your business or undertaking;
- (v) upon your commencing proceedings under any bankruptcy or insolvency laws to seek protection from your creditors or to reorganise your affairs.

C) Premiums

You shall pay all premiums due to Underwriters hereunder as specified by Underwriters, failing which Underwriters are under no obligation either to reimburse any amount due by them to you under this insurance, or to commence or to continue the handling of any claim or any other assistance customarily rendered in relation to this insurance.

D) Set-Off

Underwriters shall be entitled to set-off any amount due from you against any amount due to you from Underwriters.

E) Cancellation of Insurance

Where you have failed to pay any amount, either in whole or in part, due to Underwriters, Underwriters may give notice in writing to pay such amount by any date no less than seven days from the date on which such notice is given (the 'date of cancellation'). On expiry of such notice, and you having failed to make payment in full, this insurance shall be cancelled forthwith without further notice or other formality.

F) Effects of Cancellation of Insurance

When the insurance is cancelled in accordance with section E) above, with effect from the date of cancellation Underwriters shall cease to be liable for any claim of whatsoever kind under this insurance, irrespective of whether:

1 such claim arises by reason of any event occurring after the date of cancellation;

2 Underwriters may have admitted liability for or may have appointed lawyers, surveyors or any person to deal with such claims.

PART VI - CO-INSURANCE

A) Co-Insurance

1 Underwriters may accept your application for another entity to become Co-Assured hereunder. Each such Co-Assured shall have right of recovery from Underwriters in respect of any liabilities, costs or expenses arising out of an accident or occurrence insured hereunder, as their respective title or rights may appear.

2 In the event that your application is accepted by Underwriters such entity shall be included in the Cover-Note as Co-Assured.

3 No disputes of whatsoever nature or howsoever arising amongst you and Co-Assured(s) shall be subject of any insurance or recovery from Underwriters.

B) Co-Assureds

1 Unless agreed otherwise in writing by Underwriters, you and all Co-Assureds shall be jointly and severally liable to pay all amounts due to Underwriters in respect of cover hereunder.

2 The receipt by you or any Co-Assured of any sums paid by Underwriters in respect of cover hereunder shall be sufficient discharge by Underwriters for their liabilities hereunder.

3 Any provision of this insurance by which you or any Co-Assured ceases to be insured or ceases to be entitled to recover from Underwriters in respect of any liability, costs or expenses to which he might be entitled under this insurance shall be deemed to apply to you and to any Co-Assured. Failure by you or any Co-Assured to comply with any of the obligations under this insurance is deemed to be failure on your part and that of all Co-Assureds. Your conduct or that of any Co-Assured which would have entitled Underwriters to decline to indemnify shall be deemed to be your conduct and that of all Co-Assureds.

../ 6

4 The contents of any communication between you or any Co-Assured and Underwriters, their servants or agents shall be deemed to be within your knowledge and that of all Co-Assureds.
5 The Limit of Cover and Sub-Limit(s) where applicable shall apply to the Assured(s) and Co-Assureds collectively and not separately, in respect of all claim(s).

PART VII - CLAIMS AND RECOVERIES

A) Assistance and Co-operation

1 Underwriters have authorized Post & Co (P & I) B.V. to negotiate and settle all claims and to act as their delegated claims handler and advisor.
2 Without prejudice to any other provisions of this insurance and without waiving any of Underwriters' rights hereunder, Post & Co (P & I) B.V. may at any time appoint, on your behalf, lawyers, surveyors or other persons for the purpose of dealing with any matter liable to give rise to a claim hereunder, including but not limited to investigating or advising upon any such matter and taking or defending legal or other proceedings in connection therewith.

B) Notification of Claims

1 You shall promptly notify Underwriters of every event or matter which may give rise to a claim upon Underwriters and of every event or matter including any legal or arbitration proceedings commenced against you which may cause you to incur liabilities, costs or expenses for which you may be covered hereunder.
2 You shall promptly notify Underwriters of every survey or opportunity to survey in connection with such event or matter.
3 You shall at all times promptly notify Underwriters of any information, documents or reports in your or your agents' possession, power or knowledge relevant to such event or matter.
4 Whenever so requested by Underwriters, you shall promptly produce to Underwriters and/or allow Underwriters or their agents to inspect, copy or photograph all relevant documents of whatsoever nature in your or your agents' possession or power.
5 You shall permit Underwriters or their agents to interview any servant, agent or other person who may have been employed by you at any time whom Underwriters consider to have any direct or indirect knowledge of the matter or who may have been under a duty at any time to report to you in connection therewith.

C) Handling and Settlement of Claims

1 Underwriters shall have the right to control or direct the conduct of any claim or legal proceedings relating to any liabilities or expenses in respect of which you are or may be covered in whole or in part or which may give rise to a claim hereunder and to require you to settle, compromise or otherwise dispose of such claims or proceedings in such manner and upon such terms as Underwriters see fit.
2 If you do not settle, compromise, dispose of or take steps in connection with the handling of a claim or proceedings as required by Underwriters in accordance with paragraph 1 of this section C), any eventual recovery in respect of such claim or proceedings shall be limited to the amount that would have been recovered had you acted as required by Underwriters.

D) Bail

1 Underwriters shall not be obliged to provide bail or other security in relation to claims made against you in any circumstances whatsoever. It shall be a condition precedent of Underwriters' consideration of the provision of such bail or security that:
   (i) you give an undertaking to Underwriters on such terms as Underwriters may require;
   (ii) you remit to Underwriters any deductible that may apply to such claim, and any other amount due to Underwriters.
2 If Underwriters do provide bail or other security in relation to claims made against you, this shall not constitute any admission of a right of recovery from Underwriters of the claim in respect of which such bail or other security has been provided.

PART VIII- DEFINITIONS

ACCIDENT	wherever used means a sudden event which was neither expected nor intended by the Assured and which first occurred or commenced on an identifiable specific date during the Policy period.
AUTHORITIES	duly constituted courts, tribunals or governmental bodies of competent jurisdiction acting within legal powers.
ASSURED	wherever used shall mean the Assured (as identified in the Cover-Note) and any, executive officer, managing employee, director or trustee thereof while acting within the scope of the duties bestowed on that person by the Assured.
BODILY INJURY	wherever used shall mean all physical injury to a third party including death, sickness, disease, mental injury, anguish or shock resulting from such physical injury.
BULLION	gold, silver or platinum in any form.
CARGO	goods, including anything used or intended to be used to pack or secure goods (other than carrying equipment owned or leased by the Assured), carried from one place to another place in respect of which the Assured or their Customer contracts to provide services.
CASH	bank notes, coins, travellers and bank cheques, drafts, credit and charge cards.
CLAIM	a written demand received by the Assured in respect of the Insured services under this Insurance, including the service of suit or institution of arbitration proceedings.
CUSTOMER	any person for whom the Assured provides services, whether directly or through Assureds subcontractors.
INSURED SERVICES	wherever used shall mean the insured operations which the Assured has requested to be insured for and has been granted coverage for by Underwriters as identified in the Cover-Note
SHIP	includes vessel, boat (whether self propelled or not), craft, hovercraft and any description of watercraft or structure for use in, navigation on, under or over water
WORKS OF ART	includes antiques, paintings, furniture, sculptures, tapestries, objects for display, if the value exceeds EUR 20,000 (or the equivalent in other currency) each item or set of items

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