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## ACKNOWLEDGMENT OF TRADING TERMS APPLICATION FOR INSURANCE

Incorporating: ICECORP Logistics Inc. ~ ICECORP Logistique Inc. ~ ICECORP Customs Brokers ~ Western Terminal Systems Inc.

### Acknowledgment of CIFFA Trading Terms & Conditions

Please acknowledge a clear understanding of our Trading Terms & Conditions as outlined [attached] and our limits of liability.

We hereby acknowledge that we have read the CIFFA Standard Trading Terms and Conditions of CIFFA, as outlined overleaf, and understand ICECORP's limits of liability. We agree and accept the CIFFA Trading Terms & Conditions.

Initials

Do You Require **MARINE INSURANCE COVERAGE?** Yes  No

If yes, The following information is required to process your application which gives you access to insurance coverage provided by our Open Cargo Marine Policy:

We, as stated below, do hereby request that ICECORP arrange insurance on all future shipments they handle through their forwarding agents services as noted:

Description of Goods:

- Air Freight  Premium \_\_\_\_\_
- Ocean Freight  Premium \_\_\_\_\_
- Inland Freight  Premium \_\_\_\_\_

The insured amount is to be calculated on the total of the following as checked:

- Cost of Goods
- + Freight
- + 20% Incidental Expenses
- + Duties and Taxes
- + Other (Specify)  \_\_\_\_\_

It is understood that insurance coverage will be arranged as per our Open Cargo Policy, ALL RISKS. See attached Institute Car go Clauses detailing the scope of cover. A deductible of \$150.00 applicable to all claims unless otherwise noted.

Company Name:

Address:

City: Postal Code:

Name:

Title:

Print Name:

Signature:

## (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

## INSTITUTE CARGO CLAUSES (A)

## RISKS COVERED

- |   |   |                                  |
|---|---|----------------------------------|
| 1 | This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below.   | Risks Clause                     |
| 2 | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in   | General Average Clause           |
| 3 | This insurance is extended to indemnify the Assured against such proportion of Liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. | "Both to Blame Collision" Clause |

## EXCLUSIONS

- |     |  |  |
|-----|--|--|
| 4   | In no case shall this insurance cover  | General Exclusions Clause                      |
| 4.1 | loss damage or expense attributable to wilful misconduct of the Assured  |  |
| 4.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured   |  |
| 4.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)                        |  |
| 4.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured   |  |
| 4.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)   |  |
| 4.6 | loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel.  |  |
| 4.7 | loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.  |  |
| 5   | 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein. | Unseaworthiness and Unfitness Exclusion Clause |
| 5.2 | The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.  |  |
| 6   | In no case shall this insurance cover loss damage or expense caused by   | War Exclusion Clause                           |
| 6.1 | war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.  |  |
| 6.2 | capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat   |  |
| 6.3 | derelict mines torpedoes bombs or other derelict weapons of war.   |  |
| 7   | In no case shall this insurance cover loss damage or expense   | Strikes Exclusion Clause                       |
| 7.1 | caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions   |  |
| 7.2 | resulting from strikes, locked-out labour disturbances, riots or civil commotions  |  |
| 7.3 | caused by any terrorist or any person acting from a political motive.  |  |

## DURATION

- |         |  |  |
|---------|--|--|
| 8       | 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either   | Transit Clause                             |
| 8.1.1   | on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein.   |  |
| 8.1.2   | on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein,   |  |
| 8.1.2.1 | for storage other than in the ordinary course of transit or  |  |
| 8.1.2.2 | for allocation or distribution   |  |
| 8.1.2.2 | or   |  |
| 8.1.3   | on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.   |  |
| 8.2     | If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.   |  |
| 8.3     | This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.  |  |
| 9       | If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either. | Termination of Contract of Carriage Clause |
| 9.1     | until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,   |  |
| 9.2     | or if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.   |  |
| 10      | Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.   | Change of Voyage Clause                    |

## CLAIMS

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|------|---|--------------------------------|
| 11   | 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.  | Insurable Interest Clause      |
| 11.2 | Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.   |                                |
| 12   | Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured 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. | Forwarding Charges Clause      |
|      | This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.  |                                |
| 13   | No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.   | Constructive Total Loss Clause |