

**'TORAY'****COMMERCIAL INVOICE**

Toray International Singapore Pte Ltd  
111 Somerset Road, #14-01,  
Singapore 238164  
Tel : (65) 6505 3170 Fax : (65) 6533 2215  
Co. Registration No. 198202503D

**FOR ACCOUNT OF:** SPCD435030  
GREENDROPS TECHLIFE  
NO. 592, SOKKAMPALAYAM VILLAGE  
ANNUR, COIMBATORE 641653  
INDIA

**DELIVER/CONSIGN TO:**  
GREENDROPS TECHLIFE  
NO. 592, SOKKAMPALAYAM VILLAGE  
ANNUR, COIMBATORE 641653  
INDIA

**Invoice No.** : ITS-172/NFY/IX/2017

**Invoice Date** : 08.09.2017

**Customer P/O No.** : SAP-JNS02012

**Payment Terms** : D/P AT SIGHT

**Created By** : MICHELLE

**NOTIFY PARTY :**  
GREENDROPS TECHLIFE  
NO. 592, SOKKAMPALAYAM VILLAGE  
ANNUR, COIMBATORE 641653 INDIA

ITEM NO.	MATERIALS DESCRIPTION	QUANTITY (KGS)	UNIT PRICE (USD/KGS)	AMOUNT (USD)
	NYLON FILAMENT YARN			
	210D-24F-700 (P9)	7,100.00	3.25	23,075.00
CIF CHENNAI SEAPORT, INDIA				
AS PER BENEFICIARY'S ORDER NO. SAP-JNS02012				
DATED 08-SEP-2017				
CIF CHENNAI SEAPORT, INDIA.				
INCOTERMS 2010				
THIS IS TO CERTIFY THAT GOODS ARE FREELY IMPORTABLE				
AND NOT COVERED UNDER THE NEGATIVE LIST				
AS PER FOREIGN TRADE POLICY 2015-2020				
Sub total				23,075.00
GST Rate (7%)				0.00
Total Qty 7,100.00 KGS Total				23,075.00

FOB VALUE : US\$ 21,916.00

**REMARK:**

1. PORT OF LOADING : JAKARTA, INDONESIA
2. PORT OF DISCHARGE : CHENNAI, INDIA
3. FINAL DESTINATION : CHENNAI, INDIA
4. VESSEL NAME : SINAR SANGIR V.N373
5. ETD JAKARTA : 14.09.2017
6. ETA COLOMBO : 23.09.2017

Toray International Singapore Pte Ltd.

Signature

**E. & O. E.**



# 'TORAY'

## PACKING LIST

Toray International Singapore Pte Ltd  
111 Somerset Road, #14-01,  
Singapore 238164  
Tel : (65) 6505 3170 Fax : (65) 6533 2215  
Co. Registration No. 198202503D

GREENDROPS TECHLIFE  
NO. 592, SOKKAMPALAYAM VILLAGE  
ANNUR, COIMBATORE 641653  
INDIA

Invoice No. : ITS-172/NFY/IX/2017

Invoice Date : 08.09.2017

ITEM NO.	MATERIALS DESCRIPTION	NET WEIGHT	GROSS WEIGHT	MEASUREMENT
		KGS	KGS	M³
			CIF CHENNAI SEAPORT, INDIA	
	NYLON FILAMENT YARN 210D-24F-700 (P9)	7,100.00	9,329.40	
	AS PER BENEFICIARY'S ORDER NO. SAP-JNS02012 DATED 08-SEP-2017 CIF CHENNAI SEAPORT, INDIA. INCOTERMS 2010			
	THIS IS TO CERTIFY THAT GOODS ARE FREELY IMPORTABLE AND NOT COVERED UNDER THE NEGATIVE LIST AS PER FOREIGN TRADE POLICY 2015-2020			
	PACKING DETAIL : 25 KGS IN A CARTON BOX CONTAINED 16 PAPER BOBBINS (P9)			
	SAY TOTAL : 284 CARTON BOXES CONTAINED 4,544 PAPER BOBBINS (P9)			
	IN A CONTAINER (1X20' FCL) IN EXPORT QUALITY			
		7,100.00	9,329.40	0.000

REMARK:

- |                      |   |                     |
|----------------------|---|---------------------|
| 1. PORT OF LOADING   | : | JAKARTA, INDONESIA  |
| 2. PORT OF DISCHARGE | : | CHENNAI, INDIA      |
| 3. FINAL DESTINATION | : | CHENNAI, INDIA      |
| 4. VESSEL NAME       | : | SINAR SANGIR V.N373 |
| 5. ETD JAKARTA       | : | 14.09.2017          |
| 6. ETA COLOMBO       | : | 23.09.2017          |

Toray International Singapore Pte Ltd.

Signature

E. & O. E.





WIDJKT0170016776

## BILL OF LADING

Shipper  
PT. INDONESIA TORAY SYNTHETICS  
3RD FLOOR, SUMMITMAS II, 61-62  
JL. JENDERAL SUDIRMAN, JAKARTA 12190  
INDONESIA

B/L No. 0497A10052

ORIGINAL

Consignee  
GREENDROPS TECHLIFE  
NO.592, SOKKAMPALAYAM VILLAGE,  
ANNUR, COIMBATORE 641653 INDIA

RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise indicated herein, the Goods, or the Container(s) or package(s) said to contain the cargo herein mentioned to be carried subject to all the Terms and Conditions provided for on the face and back of this Bill of Lading by the Vessel named herein or any substitute at the Carrier's option and/or other means of transport, from the Place of Receipt or the Port of Loading to the Port of Discharge or the Place of Delivery shown herein and there to be delivered unto order or assigns.

This Bill of Lading duly endorsed must be surrendered in exchange for the Goods or delivery order.

In accepting this Bill of Lading, the Merchant (as defined by Article 1 on the back hereof) agrees to be bound by all Terms and Conditions on the face and back hereof, whether written, typed, stamped, printed or otherwise incorporated, as fully as if signed by the Merchant, any local custom or privilege to the contrary notwithstanding, and agrees that all agreements or freight engagements for and in connection with the Carriage of the Goods are superseded by this Bill of Lading.

It is further agreed that Goods may be stowed on deck without notice pursuant to Article 17 on the back of this Bill of Lading.

In witness whereof, the undersigned, on behalf of the Carrier, has signed the number of Bill(s) of Lading stated above, all of this tenor and date, one of which being accomplished the others to stand void.

(Terms and Conditions of Bill of Lading continued on the back hereof, may be obtained from the office of the Carrier or the Carrier's authorised agent, and are available on the website: www.wanhai.com)

"On Board" means the Goods are loaded on board the ocean Vessel named in this Bill of Lading, or loaded on board rail cars, trucks, lorries, feeder ships, barges, or other means of transportation and are in the custody of an inland or ocean carrier for Combined Transport in accordance with the terms of this Bill of Lading.

Notify party (carrier not to be responsible for failure to notify)  
SAME AS CONSIGNEE

## SHIPPING AGENT REFERENCES (COMPLETE NAME AND ADDRESS)

WAN HAI LINES (INDIA) PVT. LTD.,  
GROUND FLOOR, SEETHAKATHI BUSINESS CENTRE,  
# 684-690, ANNA SALAI, THOUSAND LIGHTS.  
CHENNAI-600 006.  
TEL : 49109000 FAX : 49109090

Ocean vessel / Voy No.  
SINAR SANGIR

N373

Port of loading  
JAKARTA, INDONESIA

Place of receipt  
JAKARTA, INDONESIA

Pre-carriage by

Port of discharge  
CHENNAI, INDIA

Place of delivery  
CHENNAI, INDIA

Marks & Nos. ; Container No. / Seal No.	No of packages or containers	Kind of Packages; Description of goods	Gross weight / Measurement
GREENDROPS CHENNAI C/NO.1-UP  FCL/FCL WHSU2175869 20SD86 WHL7913663	1 CTR (284 CARTON(S))	"SHIPPER'S PACK LOAD COUNT & SEAL" "SAID TO CONTAIN" 284 CARTON BOXES OF : 7,100 KGS OF NYLON FILAMENT YARN 210D-24F-700 P9 AS PER BENEFICIARY'S ORDER NO. SAP-JNS02012 DATED 4-SEP- 2017 CIF CHENNAI SEAPORT-INDIA "FREIGHT PREPAID" SAY : ONE CONTAINER ONLY	9,329.400 KGS  Net Weight 7,100.000 KGS
Freight payable at JAKARTA	Ex. Rate	No. of original B(s)/L THREE (3)	Place and date of issue JAKARTA SEP 14 2017

ALL AS ARRANGED



Date SEP 14 2017  
SINAR SANGIR N373  
JAKARTA, INDONESIA

PT. DYNAMIC CONTAINER LINES  
AS AGENT FOR THE CARRIER WAN HAI LINES  
(SINGAPORE) PTE LTD



**PT. DYNAMIC CONTAINER LINES**  
**GENERAL AGENT FOR**  
**WAN HAI LINES (SINGAPORE) PTE LTD**

World Trade Center (WTC) 5, 15<sup>th</sup> Floor  
Jl. Jenderal Sudirman Kav. 29  
Jakarta 12920, Indonesia

Telp. : 021 - 5254188  
Fax. : 021 - 5254788

Jakarta, 18<sup>st</sup> September 2017

SUBJECT :Freetime Demurrage & Detention

Dear Sir/Madam,  
Please be informed that your shipment:

S/ : PT. INDONESIA TORAY SYNTHETICS  
C/ or N/ : GREENDROPS TECHLIFE  
B/L NO. : 0497A10052  
POL/POD : Jakarta - CHENNAI  
VSL/VOY : SINAR SANGIR N373  
ATD JKT : 14<sup>th</sup> SEPT  
VOLUME : 1 x 20GP

We would like to inform that our agent at POD has confirmed 12 days free time combine demurrage and detention at POD.


Thanks for support our company.  
Regards,



PT. DYNAMIC CONTAINER LINES  
General Agent for  
WAN HAI LINES (SINGAPORE) PTE LTD



63840375616

1. Goods consigned from (Exporter's business name, address, country) PT. INDONESIA TORAY SYNTHETICS 3RD FLOOR SUMMITMAS II, 61-62 JL. JENDERAL SUDIRMAN JAKARTA 12190 INDONESIA			Reference No. 0079664/JKT/2017  ASEAN-INDIA FREE TRADE AREA PREFERENTIAL TARIFF CERTIFICATE OF ORIGIN (Combined Declaration and Certificate)  <b>FORM AI</b> Issued in <u>INDONESIA</u> (Country) See Notes Overleaf		
2. Goods consigned to (Consignee's name, address, country) GREENDROPS TECHLIFE NO. 592, SOKKAMPALAYAM VILLAGE ANNUR, COIMBATORE 641653 INDIA					
3. Means of transport and route (as far as known)  Departure Date SEPTEMBER 14, 2017  Vessel's name/Aircraft etc. SINAR SANGIR V.N373  Port of Discharge CHENNAI, INDIA			4. For Official Use <input type="checkbox"/> Preferential Tariff Treatment Given Under ASEAN-India Free Trade Area Preferential Tariff  <input type="checkbox"/> Preferential Tariff Treatment Not Given (Please state reason/s)  Signature of Authorised Signatory of the Importing Country		
5. Item number	6. Marks and numbers on Packages	7. Number and type of packages, description of goods (include quantity where appropriate and HS number of the importing country)	8. Origin criterion (see Notes overleaf)	9. Gross weight or other quantity and value (FOB)	10. Number and date of Invoices
1	GREENDROPS CHENNAI C/NO. 1-UP	284 CARTON BOXES OF 7,100 KGS OF NYLON FILAMENT YARN 210D-24F-700 P9 AS PER BENEFICIARY'S ORDER NO. SAP-JNS02012 DATED 4-SEP-2017 CIF CHENNAI SEAPORT-INDIA  THIRD INVOICING BY TORAY INTERNATIONAL., SINGAPORE PTE LTD. 111 SOMERSET ROAD NO.14-01 SINGAPORE 238164 INVOICE NO : ITS-172/NFY/IX/2017 DATE : SEP. 08, 2017  HS: 5402.19.00	"RVC (28%) + CTSH"	9,329.40 KGM (NINE THOUSAND THREE HUNDRED AND TWENTY-NINE POINT FORTY) USD 21,916.00	ITS-172/NFY/IX/ 2017 SEPTEMBER 8, 2017
11. Declaration by the exporter The undersigned hereby declares that the above details and statement are correct; that all the goods were produced in  <u>INDONESIA</u> (Country)  and that they comply with the origin requirements specified for these goods in the ASEAN-India Free Trade Area Preferential Tariff for the goods exported to  <u>INDIA</u> (Importing Country)  Authorized signature  JAKARTA, SEPTEMBER 18, 2017 Place and date, signature of authorised signatory			12. Certification It is hereby certified, on the basis of control carried out, that the declaration by the exporter is correct.  ISSUED RETROACTIVELY, DATE OF SHIPMENT: SEPTEMBER 14, 2017  <b>PROVINCIAL OFFICE IN JAKARTA</b>   IKA ADNIS RBM  JAKARTA, SEPTEMBER 18, 2017 Place and date, signature and stamp of certifying authority		
13. Where appropriate please tick: <input type="checkbox"/> Third Country Invoicing <input type="checkbox"/> Exhibition <input type="checkbox"/> Back-to-Back CO <input type="checkbox"/> Cumulation					

**TORAY**

**PT. INDONESIA TORAY SYNTHETICS  
(ITS)**

SUMMITMAS II Bld 3rd Fl. Jl. Jend. Sudirman 61-62 Jakarta 12190, PO Box 6953/Jksst

Head Office :

Telephone : (021) 252 6841

Facsimile : (021) 520 2041

Factory :

Address : Jl. Moh. Toha Km. 1  
Tangerang 15112

Telephone : (021) 552 4467 - 8

Facsimile : (021) 552 4909

**CERTIFICATE OF ANALYSIS**

INVOICE NO. : ITS-172/NFY/IX/2017  
APPLICANT : GREENDROPS TECHLIFE  
NO. 592, SOKKAMPALAYAM VILLAGE,  
ANNUR, COIMBATORE 641653 INDIA  
DESCRIPTION OF GOODS : 7100 KGS OF NYLON FILAMENT YARN  
210D-24F-700 P9  
AS PER BENEFICIARY'S ORDER NO. SAP-JNS02012 DATED 04-SEP-2  
SHIPPED ON BOARD : 14 SEPTEMBER, 2017 BY SINAR SANGIR V. N373

NO.	I T E M	U N I T	NYLON 6 210D-24F-700 (LOT 08)	
			SPEC	ACTUAL
1	DENIER	dTex	226.1 - 240.5	234.0
2	TENACITY	Cn/Tex	MIN 60.00	64.00
3	ELONGATION	%	17.0 - 29.0	26.6
4	USTER	%	MAX 1.50	0.73
5	SHRINKAGE OF BOILING WATER	%	8.0 - 13.0	10.5
6	O.P.U OF YARN	%	0.45 - 1.05	0.61

NOTES :

THE ANALYSIS WAS CHECKED BY LABORATORY OF PT. ITS

JAKARTA, 14 SEPTEMBER 2017



(H. BAMBANG SUHARTO)

**TORAY**

**PT. INDONESIA TORAY SYNTHETICS  
(ITS)**

SUMMITMAS II Bld 3rd Fl. Jl. Jend. Sudirman 61-62 Jakarta 12190, PO Box 6953/Jksst

Head Office :

Telephone : (021) 252 6841

Facsimile : (021) 520 2041

Factory :

Address : Jl. Moh. Toha Km. 1  
Tangerang 15112

Telephone : (021) 552 4467 – 8

Facsimile : (021) 552 4909

**CERTIFICATE OF ANALYSIS**

INVOICE NO. : ITS-172/NFY/IX/2017

APPLICANT : GREENDROPS TECHLIFE

NO. 592, SOKKAMPALAYAM VILLAGE,  
ANNUR, COIMBATORE 641653 INDIA

DESCRIPTION OF GOODS : 7100 KGS OF NYLON FILAMENT YARN  
210D-24F-700 P9

AS PER BENEFICIARY'S ORDER NO. SAP-JNS02012 DATED 04-SEP-2017

SHIPPED ON BOARD : 14 SEPTEMBER, 2017 BY SINAR SANGIR V. N373

NO.	I T E M	U N I T	210D-24F-700 (LOT 08)	
			SPEC	ACTUAL
1	DENIER	Denier	210.0 ± 6.5	210.6
2	TENACITY	Gr / Den	MIN 7.00	7.24
3	ELONGATION	%	23.0 ± 6.0	26.6
4	USTER	%	MAX 1.50	0.73
5	SHRINKAGE OF BOILING WATER	%	10.5 ± 2.5	10.5
6	O.P.U OF YARN	%	0.75 ± 0.30	0.61

NOTES :

THE ANALYSIS WAS CHECKED BY LABORATORY OF PT. ITS

JAKARTA, 14 SEPTEMBER 2017

  
(H. BAMBANG SUHARTO)

**MSIG****PT. Asuransi MSIG Indonesia**

Summitmas II Building, 15th Floor, Jl. Jenderal Sudirman Kav. 61-62, Jakarta 12190  
 Telephone : (62) (21) 2523110  
 Fax : (62) (21) 2524307 (General), 2524084 (Claim) 2524309, 5202139 (Production)



MNB417-002123

**MARINE CARGO POLICY****ORIGINAL**

Name(s) of Assured(s), etc.

PT. INDONESIA TORAY SYNTHETICS  
 Summitmas II 3rd Floor  
 Jl. Jend. Sudirman Kav. 61-62

Invoice No.

ITS-172/NFY/IX/2017

POLICY  
 NO. DC117048650001 00

Amount Insured

(USD)

25,382.50

Claim, if any, payable at/in

Conditions :

BANGALORE &amp; COCHIN, INDIA

by

GLADSTONE AGENCIES LIMITED  
 City Point (TF6 3rd Floor)  
 Infantry Road, Bangalore 560001  
 INDIA

Phone : 80-4112-2186

Fax : (91)-80-4110-8736

Institute Cargo Clauses (F.P.A/W.A/ALL RISKS) AND  
 PERILS AS PER INSTITUTE STRIKES RIOTS  
 AND CIVIL COMMOTIONS  
 CLAUSES, WAR RISKS AS PER INSTITUTE CLAUSE,  
 CLAIM IF ANY PAYABLE IN MUMBAI, INDIA  
 INSURANCE COVERED FROM SUPPLIERS  
 WAREHOUSE TO BUYERS WAREHOUSE  
 As per OP 040004

Local Vessel or Conveyance

From (interior port or place of loading)

Ship or Vessel

ASSURED'S FACTORY

At and From

Sailing on or about

SINAR SANGIR V.N373

JAKARTA, INDONESIA

14/09/2017

Transhipped at

Arrived at

Thence to

Goods and Merchandise

CHENNAI, INDIA

INTERIOR PLACE IN INDIA

7,100 KGS OF NYLON FILAMENT  
 YARN  
 210D-24F-700 P9  
 HIGH TENACITY YARN AS PER  
 SALES CONTRACT NO.  
 SAP-JNS02012  
 DATED 04.09.2017

NOTIFY PARTY :  
 GREENDROPS TECHLIFE  
 NO.592, SOKKAMPALAYAM VILLAGE,  
 ANNUR, COIMBATORE 641653 INDIA

QTY. : 284 CARTON BOXES  
 G.W. : 9,329.400 KGS  
 N.W. : 7,100.000 KGS  
 B/L NO.: 0497A10052

Mark(s) and Number(s) as per Invoice No. specified above. Valued at the same as Amount insured.  
 Place and Date signed in No. of Pol.

Jakarta, 13/09/2017

2

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 cause 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

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

**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 of insurance
2. Original or certified copy of shipping invoice, together with shipping specification and/or  
 weight notes
3. Original or certified copy of Bill of Lading and/or other contract of carriage
4. Survey report or other documentary evidence to show the extent of the loss or damage
5. Lifting, unloading and weight notes at port of discharge and final destination
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for  
 the loss or damage

In the event of loss or damage which may involve a claim under this insurance, no claim  
 shall be paid unless immediate notice of such loss or damage has been given to and a Survey  
 Report obtained from this Company's Office or Agents specified in the Policy.

No claim for loss by theft & no pilferage shall be paid hereunder unless

Notwithstanding anything contained herein attached hereto to the contrary, this insurance is  
 understood and agreed to be subject to English law and practice only as to liability for and settlement of any  
 and all claims.

This insurance does not cover any loss or damage to the property which at the time of the happening  
 of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or  
 other insurance policy or policies except in respect of any excess beyond the amount which would have been  
 payable under the fire or other insurance policy or policies had this insurance not been effected.

We, PT. Asuransi MSIG Indonesia, hereby agree, in consideration of the payment to us by or on  
 behalf of the Assured of the premium as arranged, to insure against loss damage liability or expense to the  
 extent and in the manner herein provided.

In Witness whereof, I the Undersigned of PT. Asuransi MSIG Indonesia, on behalf of the said  
 Company have subscribed My Name in the place specified as above to the policies, the issued number  
 thereof being specified as above, of the same tenor and date, one of which being accomplished, the others to  
 be void as of the date specified as above.

For PT. Asuransi MSIG Indonesia

② PT. Asuransi MSIG Indonesia ②

(AUTHORIZED SIGNATORY)



MSIG

10007 0948  
 181059  
 PB0505  
 F006000

NETERA TERAN



## SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

No insurer shall be deemed to provide cover and no 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 or United Kingdom or United States of America.

## RISK ATTACHMENT CLAUSE

(This clause shall be applied where the subject-matter insured is supplied by other parties to the Assured.)

Notwithstanding anything contained herein to the contrary, this insurance (excepting coverage against War Risks) shall not attach until the risk of loss or damage to the subject-matter insured shall be transferred to the Assured, subject to the Incoterms, other common trade terms or a specific binding contract.

## INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

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

## 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 therefrom, 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 and/or firing mechanism of any weapon or missile.

CL 380

*Disclaimer : in the event of any error in the electronic versions of the Institute Clauses no liability falls on the copyright holder International Underwriting Association (IUA) of London.*

## TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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 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 Consignee's or other final warehouse or place of storage at the destination named herein,
  - 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 than in the ordinary course of transit or for allocation or distribution,
  - or
  - 1.4 in respect of marine transits, 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,
  - 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, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit termination again in accordance with clause 1.
3. This clause is subject to English law and practice.

## COMPUTER MILLENNIUM CLAUSE (CARGO)

In no case shall this insurance cover any loss, damage, expenses or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, programme or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of

- (i) the date change to the year 2000 or any other date change and/or
- (ii) any change or modification of or to any such computer, computer system, computer software, programme or process or any electronic system in relation to any such date change.

NE/NB-2009-UW-2013-04