

ORIGINAL

CERTIFICATE OF INSURANCE

A
(For Insured's Claim)



SOMPO AMERICA

Insurer: SOMPO AMERICA INSURANCE COMPANY

777 Third Avenue, 24th Floor, New York, NY 10017

Amount U.S. \$

Certificate No. **UB -**

Ref. No

This is to certify, that on _____
of premium for _____ as agreed to be paid, this Company insured under Open Policy No. OMC45333A0 for
Nippon Express USA, Inc. for the sum of the same as Amount Insured,
on

and in consideration

per _____ sailing (leaving) or B/L date _____ valued at sum insured,
at and from _____ via _____
to _____

It is understood and agreed that in case of loss the same is payable to the order of

_____ on surrender of this Certificate,
which conveys the right of collecting any such loss as fully as if the property were covered by a special Policy direct to the holder
hereof, and free from any liability for unpaid premiums. This Certificate is subject to all the terms of the Open Policy, provided,
however, that the rights of a bona fide holder of this Certificate for value shall not be prejudiced by any terms of the Open Policy
which are in conflict with the terms of this Certificate.

Conditions:

Against All Risks, in container on deck allowed, including War and Strikes Riots & Civil Commotions Risks, subject to the following clauses:

- (a) Cargo shipped by Sea or by Truck
Institute Cargo Clauses(A), Institute War Clauses (Cargo), Institute Strikes Clauses, Institute Dangerous Drug Clause, Institute Classification Clause, Institute Replacement Clauses (Air & Duty), Open-Yard Storage Clause, On-Deck Clause, Pair & Set Clause, Cargo ISM Endorsement, Data Recognition Exclusion Clause, Breakup Vessel Clause, Wild Fauna and Flora Clause, Waiver of Subrogation Clause, Termination Transit Clause (Terrorism) 2009, Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause, Standard Packing Clause, Supplementary Provisions of Marine Insurance 2009, Debris Removal & Destruction Expense Clause, Special Airfreight Cover Clause, Special Forwarding Charge Clause, Special Non-Delivery Clause for Containerized Cargo, Special Clause for Inspection, Label Clause, Under Deck or On Deck Clause, Damage in the course of Inspection, F.O.B./F.A.S. Endorsement, Letter of Credit Clause, Institute War Cancellation Clause(Cargo), Strikes Cancellation Clause, Risk Attachment Clause, CY &/or CFS Attachment Clause, Warranty for Refrigerated Cargo, Special Clause for Containerized Cargo and Special Clauses as arranged respectively.
- (b) Cargo carried by Air
Institute Cargo Clauses (Air) (excluding sendings by Post), Institute War Clauses (Air Cargo) (excluding sendings by Post), subject to the same clauses that are applicable to goods shipped by Sea or by Truck.

For further information, see at www.nipponexpressusa.com

Notwithstanding the foregoing, nothing in this policy excludes coverage for insured losses, which are otherwise covered by this insurance, caused by certified acts of terrorism, as defined by the Terrorism Risk Insurance Act (P.L.#107-297). See Disclosure Notice of Terrorism Insurance Coverage at www.nipponexpressusa.com

ANY LOSS OF OR DAMAGE to the goods hereby insured must be promptly reported to:

() **NIPPON EXPRESS CO., LTD** **Branch**
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SEE SPECIAL INSTRUCTIONS OVERLEAF

This contract of insurance shall be governed by the maritime law of the United States of America and by the laws of the State of New York to the extent that federal maritime law is not applicable. All disputes arising under this Certificate of Insurance shall be submitted to the exclusive jurisdiction of the United States District Court for the Southern District of New York. **ECONOMIC SANCTIONS AND EMBARGO PROGRAMS OF THE UNITED STATES:** This insurance excludes loss otherwise payable to an individual, organization, or authority that is the subject of any trade embargo or other trade sanction imposed by the United States Government; or that arises out of any trade in, or shipment of, any goods or merchandise prohibited by such embargo or sanction, whether or not deemed lawful under the laws of another nation.

We do not share privacy information with unaffiliated third parties except as otherwise permitted by law.

IN WITNESS WHEREOF, the said Company has caused these Presents to be signed by its duly authorized representatives but this Certificate shall not be valid unless countersigned by an authorized representative of this Company or of the Assured.

Countersigned: **NIPPON EXPRESS USA, INC.**

Sompo America Insurance Company

By.....
Authorized Representative

Vice President of Home Office Underwriting

(For Insurer's Claim)

CERTIFICATE OF WARRANTIES

ORIGINAL

SOMPO AMERICA

SOMPO AMERICA GUARANTEE COMPANY
2000 THE PRINCIPALS BUILDING, NEW YORK, N.Y. 10020

105505

IMPORTANT

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

Any apparent loss or damage or irregularity in this shipment SHOULD BE NOTED ON RECEIPT given to the carriers and preliminary CLAIM should be FILED with them, IN WRITING IMMEDIATELY. When survey is held to ascertain loss or damage the carrier should be given an opportunity of being represented and claim for actual loss MUST BE FILED AGAINST THE CARRIER IN WRITING.

Copies of notation on receipts and correspondence in connection with claim against carrier must form part of proof of loss under the Insurance Policy.

It is a condition of this Certificate that no suit, action or proceeding for the recovery of any claim under this Certificate shall be sustainable in any Court of law or equity unless the same be commenced within twelve (12) months next after the time a cause of action for the loss accrues. Provided, however, that if by the laws of the State within which this Certificate is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State, to be fixed herein.

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 or certificate of insurance.
2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
3. Original 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. Landing account and weight notes at final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.