FREIGHT FORWARDER LIABILITY (F.F.L.) INSURANCE POLICY/CERTIFICATED

FREE TRANSLATION ORIGINAL

Product No: 416

Policy / Renewal No: 101622837 / 003 Addendum No: 0

Agency Code / Name: 502111 / FALCONS SİGORTA ARACILIK HİZMETLERİ LİMİTED ŞİRKETİ Agency Sheet No: T151015-H6V1 Agency Phone: 0312 286 06 24

Regional Office: Ankara Bölge Müdürlüğü Regional Office Phone:

Insured

SDC TAŞIMACILIK VE ULUSLARARASI TİCARET ANONİM ŞİRKETİ KETİ

ÇAMLIK MAH. ŞENOL GÜNEŞ BUL CD. DİNÇ SK. NO:4 D:43 ÜMRANİYE /İSTANBUL

Mobile Phone: 5367727003 Phone: 2165942977

Tax No: *****6405

THE INSURED

SDC TAŞIMACILIK VE ULUSLARARASI TİCARET ANONİM ŞİRKETİ KETİ

ŞENOL GÜNEŞ BUL CD. DİNÇ SK. ÇAMLIK MAH. NO:4 D:43 ÜMRANİYE /İSTANBUL

Mobil Phone: 5367727003 Phone: 2165942977

Tax No: *****6405

RISK INFORMATION

Estimated Annual Turnover: EUR

COVERAGE DETAILS

Coverage Sum Insured EUR Premium Amount EUR

FREIGHT FORWARDER LIABILITY (F.F.L.) 2,000,000.00 Net Premium

Tax

Payment Date Amount EUR

Total Premium

**Validity Area: All The World (excluding İran)



Bunları biliyor musunuz?

Doğa Sigorta Mobil uygulamasını Apple Store ve/veya Google Play üzerinden indirerek poliçe detaylarınızı görüntüleyebileceğinizi ve poliçenizin basımını alabileceğinizi biliyor musunuz?





- ***1.000 € deductible will be applied per each claim.
- **6.1.2 for goods and consequential goods damage in total 2,000,000.00 EUR
- ***This Freight Forwarder Liability (F.F.L.) Insurance Policy is valid in accordance with the below stated conditions as "Turnover Policy (on Deposit premium basis)".
- 1. Estimated Annual Turnover Amount:
- 1.1. In this Policy, estimated annual turnover amount is EUR
- 1.2. Adjusted Price:
- 1.2.1. Adjusted price is % (net price).
- 1.3. Minimum Deposit Premium:
- 1.3.1. Minimum Deposit Premium is EUR
- 1.3.2. Annual gross premium amount of EUR calculated according to the Estimated Annual Turnover Amount declared by Policyholder, shall be the "Minimum Deposit Premium" and deemed as an acquired (vested) right, which shall be paid in cash by Policyholder to Insurer for the coverage provided with this Policy to be in effect.
- 1.3.3. Minimum Deposit Premium amount specified in this Policy shall be determined according to the total Estimated Annual Turnover Amount EUR as declared by Policyholder and this amount or any portion thereof shall not be canceled or reimbursed even if the Estimated Annual Turnover Amount on the Policy turns out to be lower than this limit.

PROVISIONS SET FORTH IN THIS INSURANCE POLICY EXECUTED BETWEEN THE FIRM(S) ADDRESSED TO AS "POLICYHOLDER" AND "DOGA SİGORTA ANONİM ŞİRKETİ" ADDRESSED TO AS "INSURER" IN SHORT HEREINABOVE IN ACCORDANCE WITH THE SPECIAL CONDITIONS WRITTEN IN THIS POLICY AND THE ENCLOSED FREIGHT FORWARDER LIABILITY INSURANCE GENERAL CONDITIONS SHALL PRECEDE THE GENERAL CONDITIONS SPECIFIED HEREIN.

-THIS DOCUMENT IS THE ENGLISH TRANSLATION OF THE ORIGINAL TURKISH POLICY IN CASE OF DIFFERENCE BETWEEN ORIGINAL TURKISH POLICY AND THIS ENGLISH FREE TRANSLATION, THE ORIGINAL TURKISH POLICY WILL PREVAIL OVER THE ENGLISH TRANSLATION.

Premium Payment Clause:

Insurer's liability shall commence after payment of either the entire premium amount for prepaid Policies or the down payment amount (first installment) for installment Policies. Otherwise, the liability shall not commence even if the Policy is already delivered. For Policy premiums not paid on their due dates (either the first installment or the entire premium in case installment payment is not provided for), Insurer shall be entitled to use the right of withdrawal from the Contract if the payment is still not made within three months. This period shall begin as of the due date. In case the premium payable is not requested through litigation or legal proceedings within three months after its due date, Insurer is deemed to have withdrawn from the Contract. In case any of the subsequent installment amounts is not paid on the relevant due date, Insurer shall send a notification to the Insurant, a formal notification sent either via notary public or via registered mail with return receipt, stating that ten days' time is allowed for the obligation to be paid or otherwise the Contract shall be terminated.

In case the payment is still not made at the end of this time, Insurance Contract shall be terminated.

- 1- This policy is issued based on the offer and representations of the Insured and is subject to the attached general provisions and clauses. All other conditions shall be excluded from Policy coverage.
 2- This policy is not an equivalent of a payment receipt; a payment receipt must be received in return for any payments.
- 3- Policyholder's address written on this Policy or the last known address shall be considered as legal residence addresses of parties and all notifications made to these addresses shall be accepted as legally valid unless otherwise is notified in written to the other party.
- 4- Policyholder shall not be obliged to renew the Insurance Policy upon expiration. Renewal is subject

to the Insurant's written request and acceptance of such request by the Insurer. Otherwise, Insurer shall have no liability since no insurance agreement was established.

Sanction Clause

No (re)insurer shall be deemed to provide cover and no (re)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 any jurisdiction applicable to that (re)insurer.

Freight Forwarder's Liability - Global Insurance Policy FFL

General Conditions

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General Conditions

 $1\square Subject of the Insurance Agreement$

The subject of the Insurance Agreement is the liability of the policy holder and its branches (referred to as the Policy Holder hereinafter) and its affiliates if their majority shares are owned by the Policy Holder and if they are explicitly named in the insurance agreement, including their employees (referred to as the 'Insured Persons' hereinafter), arising from their obligations under such contract of carriage signed by them, in accordance with the scope as set out in the special conditions and the term agreed on the cover page. The modules of scope of coverage/risk description and premium are important constituents of the insurance agreement. The insurer may relinquish a comprehensive coverage module in the form of risk description.

 $2\square Insured liability$

- $2.1\Box$ Liability of the Policy Holder arising from any paid contracts of carriage, that is from the contracts specified below, is insured hereunder:
- 2.1.1□Transportation contracts;
- $2.1.2\Box$ paid contracts of carriage carried out by the Policy Holder with such motor vehicles owned, acquired by finance lease, borrowed or leased with or without a driver by it;

- 2.1.3□any freight contracts not carried out by the Policy Holder itself in capacity of sea or inland water carrier, air cargo carrier or railway carries;
- $2.1.4\Box$ contracts of carriage for transportations by different types of vehicles ('multi-vehicle' or 'multi-modal' transportation);
- 2.1.5 warehouse contracts.
- $2.2\Box A$ contract of carriage is insured only if and as long as it does not violate an applicable law.
- 2.3 This insurance shall be valid only if and as long as it is not in conflict with any economic, commercial or financial sanctions or embargoes of Turkey or the European Union which directly involves the contracting parties, provided that the other provisions of the agreement are reserved.
- $2.4\Box$ This provision also applies to any economic, commercial or financial sanctions or embargoes imposed by the United States of America as long as they are not in conflict with the legislation outside Turkey or the European Union.
- $2.5\Box$ The liability is insured in accordance with the following principles:
- $2.5.1\Box$ The provisions of the civil code of Turkey, especially the provisions of law and other regulations applicable to commercial transportation by truck (Turkish Commercial
- Code, art. 850 and so on) (including claims arising from tort in accordance with the Turkish civil code);
- $2.5.2\Box$ individual agreements (especially any extensions under the contractual liability which extend beyond the legal approach (logistics agreements, etc.)), to the extent that they are clearly and explicitly included in the coverage under any endorsements executed for this insurance agreement;
- $2.5.3\Box$ If the Policy Holder is not able to rely on the Turkish legal provisions, the applicable laws of the states in the European Economic Area (AEA*) and of Switzerland;
- $2.5.4\Box$ The Convention on the International Carriage of Goods by Road (CMN) and the provisions of the Turkish contract law complementing this convention;
- $2.5.5\Box$ The Warsaw Convention (WC), including its all supplementary protocols, the Montreal Convention (MC) dated 28.05.1999, the Guadalaiara Supplementary Convention dated 18.09.1961 or any other binding supplementary conventions related with air transportation (including when they issue their own intermediate air waybills (HAWB) and application of them is mandatory in each case);
- 2.5.6 negotiable FIATA Multimodal Transport Bill of Lading, FIATA Multimodal Transport Waybill, house Waybill (if and to the extent it is agreed with the Insurers), and all other documents deemed fit by the Insurers. Provided that the following conditions are reserved, in the case that the Insurers as well as the Policy Holder are not able to resort to an exemption of liability or a limit of liability as provided in such documents;
- $2.5.7\Box$ If it is not applicable pursuant to the International Convention on the Harmonization of Certain Legal Rules Concerning Waybills (Hague/Visby Rules) and/or to the Hague Rules, the Hamburg Rules and any other binding international conventions or national laws concerning the maritime transportation;
- 2.5.9 International Railway Transportation Convention (ER/CIM, COTIF).

3□Scope of Coverage

- 3.1□The insurance covers the following:
- 3.1.1 Provided that a loss or damage has occurred due to an insured incidence and within the term of the insurance, settlement of any justified claims or defending of any unjustified claims made against the Policy Holder and the Insured Persons on account of their contractual or legal liability for any physical damage, including any indirect physical damage and actual physical damage (referred to as the 'Damage' hereinafter);
- 3.1.2 Expenses incurred for prevention and mitigation of a loss or damage to the extent that the situation so requires, even if it is discovered subsequently that the loss or damage in question is not recoverable hereunder;
- $3.1.3\Box$ General average premiums that the carrier is obliged to pay pursuant to an adjustment report issued in accordance with the law or the York-Antwerp Rules or the Rhein Rules
- VR 1979 or any other internationally recognized average rules, as long as the purpose of the average measure is to prevent a loss or damage for which the Insurer is liable;
- 3.1.4 Expenses incurred for correction of a wrong shipment, less the cost invoiced or to be invoiced to the customer for a shipment in accordance with the request (because of, e.g., 'Cross Labellings').
- $3.2\square$ In addition: expenses incurred for removal, cleaning and/or disposal to a damp site of any debris related with any damage recoverable hereunder, unless another insurer is not obliged to indemnify them.

4DExclusions

Claims arising from the following are excluded:

- 4.1 Any transportation not permitted by any official authorities and/or public authorities;
- $4.2\square Any$ loss or damage intentionally caused by the Policy Holder or one of its representatives;
- $4.3\square$ Any loss or damage attributable to a material organizational defect in the operation of the Policy Holder, if the Insurers have requested the correction of that defect in this risk exclusion in writing and with reference to the relevant risk exclusion;
- $4.4\Box$ Any loss or damage arising from any extraordinary contracts such as contractual penalties, surety declarations, loan guarantees, warranty representations;
- $4.5\Box$ Any loss or damage arising from the fact that a value declaration made by the customer pursuant to Articles 24 and 26 of CMR and Paragraph 2 of Article 22 of VK or Paragraph 3 of Article 22 of Montreal Convention or any other similar regulations has not been notified to this Policy and agreed with the Insurers, as far as the amount of the respective main cover is not exceeded;
- $4.6\square Expenses$ incurred for defence in any criminal proceedings, and fines, penalties and execution or guarantee charges;
- 4.7□Any loss or damage which has been covered by an enterprise, product, motor vehicle, personal liability insurance, loan or bonding insurance or which could have been covered by a product, motor vehicle, personal liability insurance or loan or bonding insurance;
- $4.8\square$ Any loss or damage resulting from war, war-like events, acts of terrorism, acts of political violence;

- $4.9\Box$ Any loss or damage resulting from strike, riot, punishment, orders from higher authorities and seizure. If, however, a loss or damage resulting from a seizure is a fault of the Policy Holder, it shall be covered hereunder.
- $4.10\square Any$ loss or damage resulting from the use of any chemical, biological, biochemical substances or electromagnetic waves as a weapon which has an effect to create a general hazard, regardless of by whomever it is used and of any other contributing factors;
- $4.11\Box Any$ loss or damage resulting from nuclear energy or radioactive substances or caused by or with the effect of any radioactive substances;
- 4.12□Bodily injury;
- 4.13□Natural disasters;
- $4.14\square$ Damage caused to livestock and plants. Cut flowers can be carried on condition that refrigerated trailers/refrigerated vehicles are used.
- $4.15\square Any$ loss or damage resulting from transportation or storage of precious metals, jewellery, pearls, precious gems, coins and banknotes, securities, every kind of commercial paper, documents and certificates;
- $4.16\square$ Any loss or damage resulting from transportation of any work of art or antiquity or any other article of special value (any article not mentioned in paragraph 4.15) with an individual value exceeding Eur. 1,500.00, if these goods are expressly the object of the transportation order;
- 4.17□Transportation and storage of any goods which especially pose high risk of theft, such as mobile phones, electronic data processing products, tobacco products, fun electronics, provided that their value per carrying vehicle exceeds Eur. 50,000.00;
- $4.18\square Any$ loss or damage claimed against the Policy Holder by relying on a charter or partial charter agreement involving marine vessels, inland water vessels or aircraft in connection with transportation of goods;
- 4.19 Claims made against the Policy Holder or its legal representatives or managers due to criminal acts (especially economic offenses). This exclusion also applies to claims for punitive damages (e.g. 'punitive damages' or 'exemplary damages' in the United States or Canada laws);
- 4.20 TIR CARNET transactions;
- 4.21□Any loss or damage incurred by the Policy Holder due to its failure to perform its main service obligations arising from the contracts of carriage knowingly;

(provided that the cause of occurrence of the Damage is any criminal acts excluded hereunder as mentioned above).

5□Geographic scope

- $5.1\Box$ The insurance provided for a liability arising from the transportation contracts is valid all over the world.
- $5.2\Box$ The insurance provided for a liability arising from a warehouse contract is valid for Turkey.
- 5.3 The Insurance Contract is valid for transportations by own vehicles on its name or under freight

contracts performed by own vehicles in the following geographic directions:

- 5.3.1 Within and between Turkey, European Economic Area (AEA) countries and Switzerland;
- $5.3.2\Box$ From European countries, including Turkey to CIS countries or from CIS countries to European countries;
- 5.3.3 From European countries, including Turkey, to the Near and Middle East countries (the area of which the eastern boundary is the Kabul/Karachi line), and from the Near and Middle East countries (the area of which the eastern boundary is the Kabul/Karachi line) to European countries, including Turkey;
- $5.3.4\Box$ From European countries, including Turkey, to African countries on the coastline of Mediterranean Sea, and from African countries on the coastline of Mediterranean Sea to European countries, including Turkey.
- $5.4\Box$ The geographic scope can be expanded by mutual agreements between the parties.

6□Limits of coverage

 $6.1\Box$ The indemnity payable by the Insurer shall be limited with the following amounts per insured incident for all risks specified in the insurance agreement:

□EURO

- 6.1.1 Freight and Transportation Contracts:□
- 6.1.2 for goods and consequential goods damage in total $\Box 1,000,000.00$
- 6.1.3 for financial loss resulting from non-payment of collect freight $\square 10,000.00$
- 6.1.4 for other actual physical damage $\square 200,000.00$
- 6.1.5 Warehouse Contracts:□
- 6.1.6 for goods and consequential goods damage in total $\Box 750,000.00$
- 6.1.7 for financial loss resulting from non-payment of collect freight $\square 10,000.00$
- 6.1.8 other actual physical damage□200,000.00
- 6.1.9 maximum amount payable by the Insurers annually for claims
- in respect of any difference between the necessary and the actual inventory quantities after warehousing (loss resulting from defective \square

and short delivery), independently of the number of incidents which led to such inventory differences $\Box 50,000.00$

- 6.1.10 \square for expenses provided in paragraphs 3.1.4 and 3.2, max. annually \square 25,000.00
- $6.1.11\Box$ for goods, consequential goods damage and financial loss, max. annually 2,000,000.00
- 6.1.12 \square for claims made in respect of tort, independent of the number of incidents, max. annually \square 200,000.00
- 6.1.13 \square for cumulative losses (see the remark below), max. \square 2,000,000.00
- 6.1.14 \square for storage and transportation of such goods posing high risk of theft (see, paragraph 4.17) \square 50,000.00
- 6.1.15 The limits specified above are cumulative.
- $6.2\square$ Maximum amount of indemnity payable by the Insurers for each insurance year: $\square 2,000,000.00$

Where an insured event causes more than one customer of the Policy Holder to incur a loss or damage (cumulative loss), the Insurers shall pay up to EUR. 2,000,000 per event or up to EUR. 1,000,000.00 and/or up to the limits specified in paragraphs 6.1 to

6.1.6 per customer of the Policy Holder in accordance with the terms of the policy, independent of the number of claims and of the transportation contracts. If the claims made against the Policy Holder exceed EUR. 2,000,000.00, the Insurers shall pay in proportion to the claims. The Insurers are obliged to make an advance in an appropriate amount until the definite adjustment of the total amount of loss.

To increase sums insured is possible only in consideration of an additional premium. A special request is required for an increase of the sum insured, which shall be subject to the approval of the Insurers.

7□Premiums, Dates for payment, Delayed payment, Reconstruction

- 7.1 The insurance premium is specified in article 2 of the Additional Conditions.
- $7.2\Box$ The premium is calculated based on the individual risks of the Policy Holder. The Policy Holder is obliged to notify any change to the risks to the Insurers in a timely manner.
- $7.3\Box$ The agreed premium shall be paid immediately upon the receipt of the invoice, unless otherwise agreed or a legal right of recovery prevents it.
- All premiums, including insurance taxes and other expenses, shall be paid to DOGA SİGORTA AŞ on the account of the Insurers.
- $7.4\Box$ In the event that the Policy Holder delays payment of a premium for longer than 2 weeks, the Insurers shall be relieved from their payment obligations.
- $7.5\Box$ In the event that the business of the Policy Holder is sold, both the seller and the buyer shall be severally liable for the insurance premium pursuant to the Turkish law of insurance contracts. The sale shall be immediately notified by the seller or the buyer to the Insurers.
- 7.6 If a sales premium has been agreed, the Policy Holder shall be obliged to notify the actual sales turnover to the Insurers at latest until the end of February of the year following the insurance year. Following the receipt of this notice, an account statement shall be sent. If the notification is not done, the Insurer shall have the right to appraise the turnover at its own discretion and in accordance with the economic data. Independently of this, at least the premium of the previous year shall be used. And the obligation of the Policy Holder to notify the turnover shall remain in effect.
- $7.7\Box$ The Insurers have the right to check (audit) these notifications by examining the commercial documents of the Policy Holder. The Insurers are obliged to not divulge any information they have acquired during this audit to any third persons.
- $7.8\Box$ The value declarations shall be reported separately before the inception of the risk and shall be subject to a premium.
- 7.9 \square Reconstruction of the agreement
- 7.9.1 The paid insurance benefits are determined in proportion to the premium (exclusive of insurance tax) received for the respective insurance year. Any reserve for claims is included in the account by specially taking the current situation into account.
- $7.9.2\Box$ If the rate so calculated exceeds 65%, the Insurers shall have the right to negotiate with the Policy Holder on a reasonable premium.

- 7.9.3 \square If an agreement cannot be reached on the amount of premium within one month following the date of notification, the Insurer may terminate the agreement at the end of the additional period of one month or may make a rise at the rate of minimum 80% on the latest premium at the same date.
- 7.10□Cancellation of reconstruction
- If, within a calendar year, the Loss burden for which an additional charge for reconstruction has been applied is less than 50%, excluding this additional charge, this additional charge shall be cancelled again.

8 Deductible

The amount of deductible of the Policy Holder is regulated as per article 3 of the Additional Conditions of the Freight Forwarder's Global Policy.

900bligations

The obligations of the Policy Holder are as follows:

- 9.1 Before the occurrence of an insured incident:
- 9.1.1 To select its agents and sub-carriers (such as subcontractors and agents), especially when using freight exchanges, and its employees with the diligence of a prudent merchant;
- 9.1.2 \square To work with such carriers who have liability insurance with adequate sum insurance for liability and renew the liability insurance at minimum six-month intervals;
- 9.1.3□To ensure a seamless interface control and to document it;
- $9.1.4\Box$ For transports with its own vehicles, to make sure that
- a. The technical condition and tarpaulin of the vehicles are checked continuously and any defects are rectified immediately;
- b. The vehicles are locked properly when leaving them;
- c. Tall available theft prevention security systems are armed;
- $d.\Box$ loaded vehicles/vehicle units are not left unattended for longer than 80 minutes;
- e. Donly such vehicles equipped with a theft prevention security system (apart from the door locks) in good operating condition which has been approved by the Insurers;
- f. Such official and legal regulations concerning the licensing and operation of vehicles are observed.
- 9.1.5□For all carriages, to use only such carriage mediums (vehicles, cargo carriage cases, containers, etc.) and equipment (such as lashing belts, etc.) which are in perfect condition and fit to the respective transportation order for all carriages;
- $9.1.6\square$ For all products that must be carried as refrigerated, to use only such vehicles which are regularly maintained, and to make sure that the temperature checks are done regularly and to document them;
- 9.1.7 To regularly check the technical condition and the tarpaulins of the vehicles and to rectify any

defect immediately;

- 9.1.8 \square To perform the contracts of carriage with the diligence of a prudent carrier, freight forwarder and warehouse owner, at least without breaching its most important and reasonable duties toward the customer;
- 9.1.9□To perform such duties which arise from a separate agreement in addition and if specifically agreed in writing and which, if so agreed, may replace all of the duty agreements written above;
- 9.2□After the occurrence of an insured incidence:
- $9.2.1\Box$ To notify any damage to the Insurers promptly and to receive instructions in the cases of uncertainty;
- 9.2.2 To fulfil the obligation to mitigate the loss;
- $9.2.3\Box$ If the extent of damage exceeds EUR. 2,500.00, to appoint an average adjuster and/or investigator (in the case of disappearance, theft or robbery) in consultation with the Insurers;
- $9.2.4\Box$ To report each and every accident, fire, theft or bribery involving the carrying vehicle to the police promptly;
- $9.2.5\square$ Not to accept or pay any claim or not to transfer any right of recovery or insurance claims without prior consent of the Insurers;
- $9.2.6\Box$ At the request of the Insurers, to accept a lawsuit against a third person and leave the follow-up of the lawsuit to the Insurers;
- $9.2.7\Box$ To take every kind of legal action or apply for appeal (especially for the court follow-up decisions) after consulted with the Insurers;
- $9.2.8\Box$ To make such claims against any third persons and agents in writing promptly (by paying attention to the time frame for filing an objection for recovery) and execute them at the request and on the account of the Insurers;

10□Breach of obligation

- $10.1 \square$ If the Policy Holder breaches its obligations as agreed in these conditions or in the insurance certificate and endorsements intentionally or by gross negligence, the Insurer shall be relieved from the obligation to pay indemnity, unless the cause of the occurrence or discovery of the insured incident or of the determination of the payment obligation or its scope is this breach.
- $10.2\Box$ In the event that any other agents of the Policy Holder breach any of the aforesaid obligations by their own fault, the Insurers shall be relieved from the obligation to pay indemnity as long as the Policy Holder or its representatives failed to exert the care in the selection of the agents which is necessary in the transportation business by gross negligence or intentionally.
- $10.3\Box$ If the breach is for example the breach of the obligation to provide or disclose information as provided in subparagraphs 9.2.1, 9.2.2, 9.2.4 or 9.27 after the occurrence of an insured incident, the Insurer shall be relieved from the obligation to pay indemnity without a separate notification of a legal consequence.

$11\Box \text{Right of recovery}$

11.1 The Insurer has the right of recovery against any third persons and sub-companies who are not

covered by this Policy. Any recovery proceeds so received shall be deducted from the claim by taking into account the expenses.

- $11.2\Box$ Any third persons, sole proprietorships, and sub-companies, and other companies used by the Policy Holder for transportations shall not be considered as servants of the Policy Holder.
- $11.3\Box$ In the event of intentionally caused damage, the Insurers shall have the right of recovery against any person, including the employees (Insured Persons) of the Policy Holder.

12□Settlement of claims

- 12.1 Especially the following documents shall be given to the Insurers for the settlement of claims:
- $12.1\square$ Contracts of carriage signed with the customer and, if any, the agent (transportation, freight or warehouse contract);
- $12.2\square$ Damage report; the form required by the Insurers shall be used. The report shall be signed by the Policy Holder, the insured and the drivers;
- 12.3 Transport documents;
- 12.4 Claim account;
- 12.5 Invoice of the damaged goods;
- 12.6□Average certificate, if necessary;
- 12.7 \square Policy report, if necessary, and a copy of the report given to the police (at least which police station has recorded the incident shall be informed);
- $12.8\square$ Any other documents required by the Insurers if necessary for the legal investigation of the damage incident.
- 13 Jurisdiction
- 13.1 The only jurisdiction for all claims hereunder is the courts in the place where the head office of the Insurers in Turkey is located.
- $13.2 \square$ If the Policy Holder obtains a judgment from a court against the Insurers outside Turkey by violating this jurisdiction clause, no claim can be raised under this Policy. This provision shall not apply should the Insurers have accepted a lawsuit without raising objection against the jurisdiction of the court.
- 14 Applicable law (law of Turkey)

Unless otherwise stated in the General Conditions of this Freight Forwarder's Liability Global Policy, the law of Turkey shall apply to this Agreement.

- 15□Commercial transactions
- 15.1□This Insurance Agreement is managed by DOGA SİGORTA AŞ. The company has been authorized by the Insurers vis-à-vis the Policy Holder to receive and give all declarations related with this Agreement and to collect premium as well.
- 16 Term and termination of the Insurance Agreement

This Insurance Agreement shall automatically extend for one year in each case, unless it is terminated by either Party in writing at latest three months before the expiration of it.

- * Currently 27 European Union (EU) member states Germany, Austria, Belgium, Bulgaria, Great Britain, Czech Republic, Denmark, Estonia, Finland, France, Holland, Ireland, Sweden, Spain, Italy, Cyprus, Latvia, Lithuania, Luxembourg, Hungary, Malta, Poland, Portugal, Romania, Slovakia, Slovenia and Greece and three EFTA member countries Liechtenstein, Island and Norway are included in AEA. Switzerland as a sole EFTA country is not included in AEA.
- ** Commonwealth of Independent States (CIS): Azerbaijan, Belarus, Armenia, Georgia (since 1993), Kazakhstan, Kyrgyzstan, Moldovia, Uzbekistan, Russia, Tajikistan, and Ukraine.

-----This is a translation of the original document. Original document is valid.-----

INSURED/ POLICY OWNER

DOGA INSURANCE COMPANY

DOGA SIGORTA A.Ş.

**Beher olay\hasar başına 1.000 EUR muafiyet uygulanacaktır.

*** Geçerlilik alanı: Tüm dünya (İRAN Hariç)

****Beher olay\hasar başına 1.000 EUR muafiyet uygulanacaktı

*** 6.1.2 eşya ve dolaylı eşya hasarları için toplam 2.000.000 EUR olarak revize edilmiştir .

- *** Alt taşıyıcıların yürürlükte poliçesinin olmaması halinde; olay başı /yıllık 50.000 EUR limitle teminata dahildir.
- ***İşbu Nakliye Aracılığı Sorumluluk (F.F.L.) Sigorta Poliçesi, "Ciro Poliçe (Depo Prim Esaslı)" olarak aşağıda yazılı koşullar kapsamında geçerlidir.
- 1. Tahmini Yıllık Ciro Tutarı:
- 1.1.İşbu poliçede yıllık tahmini ciro bedeli; EUR
- 1.2.Ayarlama Fiyatı:
- 1.2.1.Ayarlama Fiyatı % (net fiyattır).
- 1.3.Minimum Depo Primi:
- 1.3.1.İşbu poliçede Minimum Depo Brüt Prim Tutarı; EUR
- 1.3.2.Sigortalı tarafından beyan edilen yıllık tahmini ciro üzerinden hesaplanan yıllık EUR brüt prim, "Minimum Depo Primi" olarak sigortacı için kazanılmış hak (müktesep hak) sayılacak ve bu poliçe ile verilen teminatın yürürlükte kalabilmesi için sigortalı, sigortacıya nakden ödeyecektir.
- 1.3.3.Bu poliçede belirtilen minimum depo primi, sigortalının beyan ettiği yıllık tahmini ciro toplamı EUR limite göre belirlenmiş olup, poliçede belirtilmiş olan yıllık tahmini cironun bu limitten daha az gerçekleşmesi durumunda dahi bu poliçede belirtilen minimum depo priminden herhangi bir iptal veya iade yapılmayacaktır.