

Insurance and Liability

The freight rates contained in this tariff of TOTE Maritime Puerto Rico, LLC include marine cargo insurance purchased by TOTE Maritime Puerto Rico, LLC for the benefit of the shipper and/or consignee during the time the cargo is in the possession of TOTE Maritime Puerto Rico, LLC, and is subject to the following provisions.

1. GENERAL

DURATION OF INSURANCE:

This insurance commences at time the cargo is received by TOTE Maritime Puerto Rico, LLC and continues during the ordinary course of transit until cargo is delivered by TOTE Maritime Puerto Rico, LLC or until expiration of 15 days after discharge of cargo from TOTE Maritime Puerto Rico, LLC's vessel whichever first occurs. On refrigerated or temperature-controlled cargo, insurance coverage continues for 4 hours after TOTE Maritime Puerto Rico, LLC notifies the shipper or consignee that the cargo is available for pickup.

2. RISKS COVERED

All cargo other than that described as Perishable Cargo, Motor Vehicles and Other Cargoes as listed below is insured against All Risks of physical loss or damage from any external cause excluding loss due to delay, deterioration, inherent defect or quality of the cargo, loss of market or other consequential loss, howsoever caused.

A. PERISHABLE CARGO:

Perishable Cargo requiring temperature control is insured against:

All Risks of loss, damage or deterioration which shall arise during the currency of this insurance, but excluding:

- 1) Loss, damage or expense attributable to willful misconduct of the shipper or consignee.
- 2) Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the cargo.
- 3) Loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the cargo.
- 4) Loss, damage or expense arising from bone taint, salmonella or infection prior to attachment of this insurance or fault in preparation, dressing, cooling, freezing, wrapping, or packing.
- 5) Claims arising from loss of market.
- 6) Claims for deterioration of or damage where the period between the first passing of the cargo into a freezing chamber and attachment of this insurance exceeds 60 days.

B. MOTOR VEHICLES

Motor vehicles owned by manufacturers, dealers and distributors of such vehicles, auto rental agencies, and vehicles which are not more than seven (7) years old are insured against All Risks of physical loss and/or damage from any external cause except marring, denting, chipping, scratching, gouging and atmospheric fall out.

Motor vehicles not owned by manufacturers, dealers and distributors of such vehicles and auto rental agencies are not insured by TOTE Maritime Puerto Rico, LLC and TOTE Maritime Puerto Rico, LLC will not be liable for any damages resulting from marring, denting, chipping, scratching, gouging and atmospheric fall out.

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C. OTHER CARGOES

The following cargoes will not be insured against All Risks, or will be insured subject to the restrictions outlined below, or will not be insured;

- 1) Animals, birds, livestock and other living creatures - Free of Particular average conditions only. (American Conditions)
- 2) Live trees and plants shipped in or on flatracks, open top containers and/or dry containers - Free of Particular Average conditions only. (American Conditions)
- 3) Used goods or merchandise, household effects of any kind - All Risks excluding marring, denting, chipping, scratching, rust, oxidation, moth and vermin damage, and gradual deterioration.
- 4) Iron and steel angles, bars, girders, pipe, sheets, wire, tinplate and similar ferrous products - All Risks excluding rust and oxidation except that which is a direct result of defective equipment of TOTE Maritime Puerto Rico, LLC.
- 5) Bank bills, coin or currency, deeds, drafts, notes or valuable papers of any kind, jewelry, postage stamps, letters, and packets of letters with or without postage stamps attached, precious metals or articles manufactured there from, precious stones, revenue stamps, antiques or any other old, rare or precious articles of extraordinary value, will not be insured.
- 6) Nuclear fuels or radioactive waste or products will not be insured.
- 7) Personal or household effects shipped in motor vehicles and boats will not be insured and TOTE Maritime Puerto Rico, LLC shall have no responsibility for loss of, or damage to, such effects.

3. EXCLUSIONS

Coverage provided by the policy is subject to various exclusions and shipper is urged to review these exclusions carefully. For example, the insurance in no event covers loss or damage caused by: (i) delay or loss of market; (ii) inherent vice or nature of the cargo; (iii) insufficiency or unsuitability of packing; (iv) change in temperature or humidity, except as specifically provided in 2A above; (v) risks excluded by the Radioactive Contamination Exclusion.

4. WARRANTIES

The shipper warrants:

- A) That the cargo at the time of delivery to TOTE Maritime Puerto Rico, LLC is properly packed and properly stowed within the container so as to withstand the usual hazards of over-the-road transport, rail movement and ocean voyage on the deck of a vessel. In the event the shipper breaches this warranty, this insurance shall not cover loss of or damage to the shipment, howsoever caused.
- B) That the cargo insured hereunder is in good condition at commencement of the risk.
- C) That no claim for loss and/or damage shall attach unless, immediately on the first discovery of any loss and/or damage to or deterioration of any part of the cargo hereby insured, notice shall have been given to TOTE Maritime Puerto Rico, LLC and arrangements made for survey.
- D) That the value of cargo in the case of the interest insured being condemned shall not exceed the sound market value, less usual charges, or the insured value, whichever may be the lesser.
- E) That no adjustment or survey fees be incurred without consent of TOTE Maritime Puerto Rico, LLC or its agents. TOTE Maritime Puerto Rico, LLC shall not be liable for survey fees other than those of its own surveyor.

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5. VALUATION

The cargo, except for the alcoholic beverages and tobacco products, is insured for the invoice value of the cargo, at shipping point, plus freight payable to destination, subject to the limits set forth below. Alcoholic beverages and tobacco products are insured for the invoice value of the cargo, at shipping point, plus the value of Internal Revenue Tax Stamps attached to the property and/or excise tax paid on the cargo, subject to the limits set forth below. Containers are insured for actual cash value.

6. LIMITS OF INSURANCE COVERAGE

Unless higher limits are arranged by TOTE Maritime Puerto Rico, LLC at the request of the shipper prior to receipt of the cargo by TOTE Maritime Puerto Rico, LLC, the insurance shall be subject to the following limits:

A) With respect to southbound shipments, from U.S. Mainland to Puerto Rico, \$75,000 per container for loss or damage to all cargo shipped in or on a container, except motor vehicles tendered to TOTE Maritime Puerto Rico, LLC individually or in lots shall be insured for invoice value of motor vehicle plus freight payable to destination, subject to a limit of \$10,000 per vehicle. Boats shall be insured for invoice value plus freight subject to a limit of \$75,000 per boat.

B) With respect to Northbound shipments, from Puerto Rico to U.S. Mainland, \$100,000 per container for loss or damage to all cargo shipped in or on a container except motor vehicles tendered to TOTE Maritime Puerto Rico, LLC individually or in lots shall be insured for invoice value of motor vehicle plus freight payable to destination, subject to a limit of \$10,000 per vehicle. Boats shall be insured for invoice value plus freight subject to a limit of \$100,000 per boat.

7. EXCESS CARGO INSURANCE AND INSURANCE ON MOTOR VEHICLES AND BOATS.

A) If cargo insurance coverage in excess of the limits specified in Clause 6 is requested by the shipper or consignee in writing at time of booking, then TOTE Maritime Puerto Rico, LLC will endeavor to provide the shipper or consignee with premium quotations for such excess coverage.

B) Cargo insurance on motor vehicles

1) Motor vehicles owned by manufacturers, dealers, distributors, and auto rental agencies can be insured to a maximum declared value of \$50,000 per vehicle at a charge of \$100 per vehicle.

2) Motor vehicles not owned by manufacturers, dealers, distributors, and auto rental agencies, which are not more than (7) seven or more years old, can be insured to a maximum declared value of \$50,000 per vehicle at a cost of \$2.50 per \$100.00 of declared value. When such premium is paid the coverage will insure the motor vehicle against all risks of physical loss or damage from any external cause excluding marring, denting, chipping, scratching, gouging and damages caused by atmospheric fall out, up to a limit of liability of the sound market of the vehicle value at time of loss.

C) CARGO INSURANCE ON USED BOATS

1) No insurance will be provided on used boats which are seven (7) or more years old.

8. OTHER INSURANCE

It is understood and agreed that any insurance secured by a shipper or consignee on the cargo shall be primary to that supplied by TOTE Maritime Puerto Rico, LLC.

9. ADDITIONAL TERMS

This insurance on the cargo is subject to all of the terms, conditions, exclusions and warranties contained in Navigators Insurance policy.

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10. NOTICE OF LOSS

Any damages noted by the consignee at time of delivery should be noted on the Delivery Receipt, or Trailer Interchange Receipt, of TOTE Maritime Puerto Rico, LLC.

If there is concealed damage or loss which was not noted at time of delivery, then the shipper or consignee should immediately notify TOTE Maritime Puerto Rico, LLC or TOTE Maritime Puerto Rico Agency, the agent of TOTE Maritime Puerto Rico, LLC in Puerto Rico at the following numbers:

TOTE Maritime Puerto Rico, LLC, Jacksonville, FL - Risk Management

Phone: (904) 855-1260

Fax: (904) 726-4056

11. CLAIMS

Claims, supported by bills of lading, supplier's invoice, Delivery Receipts or Trailer Interchange Receipts and Exception Reports must be submitted to TOTE Maritime Puerto Rico, LLC, Jacksonville as soon as possible, but no later than within six months after the cargo was discharged from the vessel at the port of destination, by fax at (904) 726-4056 or by mail to:

TOTE Maritime Puerto Rico, LLC

10401 Deerwood Park Blvd, Bldg. 1, Suite 1300

Jacksonville, FL 32256

12. TIME FOR SUIT; EXCLUSIVE JURISDICTION

Any suit must be brought within one (1) year after the cargo was delivered or should have been delivered. Suit shall not be deemed brought against TOTE Maritime Puerto Rico, LLC or the insurer unless jurisdiction has been obtained over TOTE Maritime Puerto Rico, LLC or the insurer, or both, and service of process on TOTE Maritime Puerto Rico, LLC or the insurer has been affected. The United States District Court for the Middle District of Florida in Jacksonville, Florida, shall have exclusive jurisdiction and venue over all litigation arising under or relating to this insurance on the cargo.