

RISK DETAILS

UNIQUE MARKET REFERENCE: B1709CE639300M

TYPE: MARINE CONTRACTORS POLLUTION LIABILITIES INSURANCE

ASSURED: Envirochem Hellas SA and/or Envirochem Cyprus Ltd

ASSURED'S ADDRESS: 58 Akti Moutsopoulou Street, GR 18536, Piraeus, Greece.

PERIOD: From 00.01 LST 1<sup>st</sup> January 2023 to 00.01 LST 1<sup>st</sup> January 2024 at the local address of the Assured.  
Warranted no known or reported losses as at date of binding

RETROACTIVE DATE: 1<sup>st</sup> January 2020.

CONVEYANCE: By ROAD / FERRY only.  
Including usage of forklift, and loading, unloading, packing, unpacking, storage, transportation by Road.

AGREED TRADING AREA: Premises Greece/Cyprus to Licensed Premises EU.

Cover to attach from commencement of loading into closed steel trucks [with PVC roofs] or ISO containers or packing for shipment at place of origin named herein and to continue until delivery at final destination named herein and if required agreed include return trip in case of rejection, not exceeding 3 months in all each declaration, by the Authorities due to wrong packing or classification as above and as described in the 1013/2006 European Union Regulations on shipments of waste. Coverage to be no wider than the agreed trading area stated above.

Coverage is understood to be extended to include coverage whilst in storage; not exceeding 90 days in total at third party's premises, but coverage for this section is understood to only attach following prior notification in writing from the Assured that this section is required. Assured is to advise inception date for this section and anticipated end date of coverage prior to binding.

To include the collection [including the loading / unloading] and transportation within the boundaries of the Cyprus Republic, cross border waste transportation within the EU and temporary storage of waste ready for shipment in accordance with ADR and IMDG.

INTEREST:	<p>Third party bodily injury, third party property damage for pollution clean-up expenses arising from transit of IMO cargoes within the agreed trading area, in respect of the transportation and shipment of goods liable to pollute, being the trade of the Assured, and limited to IMO Code Class 2 – 6, 8, and 9 goods. And especially but not limited to the following Codes: Code UN 2.1, 2.2, 2.3: Gases compressed, in liquid, under pressure Code UN 3: Flammable liquids Code UN 4.1: Flammable solids Code UN 4.2: Flammable substances, that they could suddenly ignite when they come in contact with the air Code UN 4.3: Substances that emit flammable gases when they come in contact with water Code UN 5.1: Oxidizing substances. Code UN 5.2: Organic peroxides. Code UN 6.1: Toxic substances Code UN 8: Corrosive substances. Code UN 9: Miscellaneous dangerous substances and articles such as dioxins, lithium batteries, dry ice, etc.</p>
SUM INSURED:	<p>EUR 500,000 [or the equivalent in other currencies] any one national Greek transit any one loss and in the annual aggregate [in the policy period]. EUR 1,000,000 [or the equivalent in other currencies] any one transborder transit any one loss and in the annual aggregate [in the policy period].</p>
CONDITIONS:	<p>Failure to comply with any of the Conditions, Clauses, Wordings, Subjectivities, Warranties or Notices within this insurance may give insuring underwriters grounds to avoid claims. All of the following conditions are precedent to insuring underwriters' liability hereunder: To indemnify the Assured for their legal and contractual liabilities for third party bodily injury, third party property damage and pollution clean-up expenses arising from transit of cargoes liable to pollute, as described for transportation to or within the agreed trading area, but to be no wider than LSW 176 A Pollution Hazard Policy wording 8.89 amended to include the above agreed trading area</p> <p>Deductible: EUR 50,000 each and every loss. Excluding war and terrorism as per NMA 2918. Excluding liability arising from the use of sub-contractors absolutely. Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause CL. 370 10.11.03. Marine Cyber Exclusion Clause LMA 5402 11.11.19. LMA 5062 Fraudulent Claims Clause 04.06.2006.</p> <p>NMA 2487 Language Declaration Clause [Greece]</p>
EXPRESS WARRANTIES:	<p>Non compliance with any of the following warranties may allow underwriters to avoid claims thereby arising: It is warranted that the Assured complies with all I.M.O. and other national and international rules and regulations concerning transportation storage and packing of the waste.</p> <p>It is warranted that master/Operator of carrying conveyance is fully aware of any IMO classed "Dangerous" substances or materials to be shipped and said substances to be specifically named on the Bills of Lading and Charter Parties where such documents are applicable.</p>

It is warranted that the processing company have guaranteed to accept cargo upon delivery and in the event of refusal to accept (or inability to offload cargo at destination port) immediate notice to be given to underwriters and an additional premium, if any, is to be agreed and any continuation of period to be agreed.

Warranted no waiver of recourse to be given to third party hauliers.

Warranted all sub-contractors hold full liability insurance to at least the limits stated above.

Warranted goods are professionally packed in packaging / packing / containers suitable to withstand the rigours of the transit involved.

Warranted that the Assured shall act with reasonable despatch in all circumstances within their control.

Warranted that different waste is shipped separately to other waste in separate closed steel trucks at all times.

Warranted that the Assured will not waive rights of subrogation against, or waive rights of recourse against, or otherwise agree to indemnify or hold harmless in any way the suppliers, carriers, owners, operators, managers or charterers of any vessel or craft, container suppliers or any other third parties unless prior approval has been given by Underwriters in writing.

Warranted excluding all losses recoverable under the Assured's motor or premises environmental impairment liability policies.

CHOICE OF  
LAW AND  
JURISDICTION:

This insurance shall be governed by and construed in accordance with the law of Greece and each party agrees to submit to the exclusive jurisdiction and arbitration of the Courts of Greece.

INFORMATION:

The following information was provided to insurer[s] to support the assessment of the risk at the time of underwriting and prior to inception:

INFORMATION: The sums insured reflect the European Directive which is now a law in Greece Article 57 of Greek Law 4042 [FEK 24 / 13-2-2012], (as this changed the article 7 B.2.3.a of KYA 13588/525/2006 [FEKK 383B / 28-03-2006], and this insurance reflects the insurance requirements specified under Article 6 of Greek Regulation 1013/06.

Covered operations: Collection from third parties facilities and transportation (domestic and International)

Special Term: including Article 6 of Regulation 1013/06, subject at all times to cover being no wider than as stated above:

Financial guarantee

1. All shipments of waste for which notification is required shall be subject to the requirement of a financial guarantee or equivalent insurance covering:

- (a) costs of transport;
- (b) costs of recovery or disposal, including any necessary interim operation; and
- (c) costs of storage for 90 days.

2. The financial guarantee or equivalent insurance is intended to cover costs arising in the context of:

(a) cases where a shipment or the recovery or disposal cannot be completed as intended, as referred to in Article 22; and

(b) cases where a shipment or the recovery or disposal is illegal as referred to in Article 24.

3. The financial guarantee or equivalent insurance shall be established by the notifier or by another natural or legal person on its behalf and shall be effective at the time of the notification or, if the competent authority which approves the financial guarantee or equivalent Insurance so allows, at the latest when the shipment starts, and shall apply to the notified shipment at the latest when the shipment starts.

4. The competent authority of dispatch shall approve the financial guarantee or equivalent insurance, including the form, wording and amount of the cover.

**Effected with:** Lloyd's Insurance Company SA

### **NOTICE AND CONDITIONS**

The sole purpose of this certificate is to provide evidence of existing cover. This certificate is provided for reference and convenience only, and it confers no rights upon any party. The insurance afforded by the policy described above is subject to all terms, conditions, exclusions and other limitations of such policy which remain unchanged. The Insurer is under no obligation to notify any party of any changes to or cancellation of the Policy.

**THIS CERTIFICATE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVER AFFORDED BY THE POLICY LISTED ON THIS CERTIFICATE.**

**Date, 22<sup>nd</sup> December 2022**

**For and behalf of DAÉS London Market Insurance Agents**

DAES LONDON MARKET  
INSURANCE AGENTS E.E.  
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**Melina Kachrimani**