

# 利宝保险有限公司

## 货运险附加检验保证条款-A

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### **SURVEY WARRANTY**

The Named Surveyor is :

(and/or their nominated representative)

It is warranted that the Named Surveyor attends and approves all loading, all stowage (Including protection for non containerised Critical Items shipped on deck), and unloading to or from carrying conveyances of all named Project Cargo Critical Items (shown below).

All of the Named Surveyor's recommendations are to be complied with by the insured.

All named Project Cargo Critical Items are to be shipped under deck other than where such critical items are shipped in totally enclosed steel containers per purpose built cellular container vessels, or where on deck stowage has been approved by the Named Surveyor.

Shipments requiring the use of local barges or lightering shall not be regarded as on deck.

However, where local barges or lightering is used the Named Surveyor will approve the tug, barge, fastening and towing operations in accordance with this Survey Warranty.

In respect of Project Cargo Critical Items, it is warranted that where items are not new and not sourced directly from the original manufacturer, packaging is approved by the Named Surveyor.

All fees for the account of the insured unless otherwise agreed.

This Survey Warranty does not apply if:

1 Any critical items are shipped;

- a. in full and/or sole use fully enclosed containers door to door.
- b. By airfreight (other than heavy lift aircraft).

and

2 The proposed shipping methodologies and/or procedures of any critical items are deemed acceptable by the Named Surveyor for the proposed transportation and in their opinion survey attendance can be waived.

3 In the Named Surveyor's opinion any component or sub-assembly of any critical item does not necessitate a survey.

4 The Agreement Parties agree to waive survey requirements for any specific shipment or part of the entire transportation.

**Failure to comply with this warranty shall not affect this insurance except as respects to the individual shipment (s) concerned. This insurance will continue in full force and effect for all other shipments which comply with the survey warranty.**

In the event of a breach of the Survey Warranty the policy coverage will not cease but the insuring conditions under Section 1 of this policy shall be deemed to be no wider than:

Institute Cargo Clauses B dated 01/01/2009 (CL383) with clause 1.3 deleted.

Institute War Clauses (Cargo) dated 01/01/2009 (CL385)

Institute Strikes Clauses (Cargo) dated 01/01/2009 (CL386)

In respect of on deck shipments and/or local barges or lightering policy coverage will be deemed to be no wider than

Institute Cargo Clauses C dated 01/01/2009 (CL384)

Institute War Clauses (Cargo) dated 01/01/2009 (CL385)

Institute Strikes Clauses (Cargo) dated 01/01/2009 (CL386)

In the event that the insured subsequently complies with the conditions of the Survey Warranty, then from the date of compliance, as evidenced by the surveyor's inspection certificate, full policy coverage will be reinstated. Where a breach of Survey Warranty has occurred and cover is subsequently reinstated and a loss occurs the onus of proof that any such loss(es) would be recoverable under this policy rests with the insured to prove to the satisfaction of the insurers hereon.

It is further understood and agreed that where the insured or Companies acting on their behalf have provided the Named Surveyor or their customary notification office with the shipment Estimated Time of Delivery and Estimated Time of Arrival at least 72 hours in advance of estimated load/discharge dates then failure of the Surveyors to actually attend shall be deemed not to be a breach of the above warranty.

#### Project Cargo Critical Items

A Project Cargo Critical Item shall display one or more of the following characteristics:

All Project Cargo which, in the event of loss or damage during transit, cannot be repaired, remanufactured, replaced, reshipped, installed, tested and commissioned within sufficient time to arrive at the Project Site in time to facilitate the Scheduled Commercial Operating Date.

- Where the unit price of an item of Project Cargo is valued in excess of the limits agreed

in the policy and will be shipped in break-bulk.

- Any Project Cargo which including packing has dimensions in excess of 12Meters length and/or 2.5 Meters wide and/or 2.5 Meters high [or US equivalent] and therefore does not fit inside a standard 40 foot container or equivalent road trailer.
- Any Project Cargo including packing, with a weight in excess of the limits agreed in the policy.
- Ocean barge shipments.

**Project Cargo Critical Items shall be subject to the terms stated in the policy.**