

# CARGO TRANSPORTATION INSURANCE GENERAL CONDITIONS

"The Company", in accordance with the general and special conditions of this policy, the latter having preference over the former, does hereby provide coverage in favor of the individual/corporation set forth in the policy face and/or specification, hereinafter named "the Insured", against any loss and/or damage caused by the perils covered to property wherein the Insured has an insurable interest according to the terms provided in this policy.

#### I. LAND AND/OR AIR TRANSPORTATION OR BOTH

#### 1<sup>st</sup> Period of Insurance.

This insurance attaches from the time the vehicle or aircraft carrying the property insured begins transit at the point of origin set forth in this policy, continues thereafter while in due course of transit and terminates:

- a) at the time property is delivered to the consignee at the point of destination set forth in this policy, or
- b) at the time property is delivered at any point other than in due course of transit, prior to or at the point of destination set forth in this policy, intended by the Insured to be used for storage, consignment, distribution, forwarding or reshipping purposes, or
- c) 48 (forty eight) hours during working days following arrival of the property insured at the airport or point of destination, whichever shall first occur:

# 2<sup>nd</sup> Means of Conveyance.

The property insured may be transported by railroad and by vehicles or aircraft either owned or leased by the Insured (owned by motor carriers or cargo or commercial airlines at the Insured's service).

Means of conveyance owned by federal motor carriers in transit within the Mexican Republic, must be duly authorized and currently registered by the Secretaría de Comunicaciones y Transportes (Department of Communications and Transports).

# 3<sup>rd</sup> Perils Covered.

Ordinary Risks of Transit (Basic Coverage):

This insurance only covers against physical loss or damage directly caused to the insured property by fire, lightning and explosion, and by falling aircraft, railroad derailment, collision or overturn of the means of conveyance, including breaking or settling of bridges or sinking of vessels necessary to complement land transit.

#### **II. SEA TRANSPORTATION**

#### 4<sup>th</sup> Period of Insurance.

This insurance attaches from the time the property insured becomes the responsibility of marine carriers at the port of origin, continues thereafter while in due course of transit and terminates at the time of discharging the property insured on the wharves at the port of destination.

#### 5<sup>th</sup> Means of Conveyance.

Coverage provided hereunder in respect of marine shipments applies only to property and/or interests carried under deck by mechanically self-propelled steel hull vessels, up to 15 (fifteen) years of age, classed by any one of the classification societies and not bearing a flag of convenience. Enclosed containers may be transported on deck when permitted by marine regulations.

#### 6<sup>th</sup> Perils Covered.

Ordinary Risks of Transit. This insurance only covers against:

- a) Physical loss or damage directly caused to the insured property by fire, lightning, explosion or stranding, sinking or collision of the carrying vessel.
- b) Loss of entire bundles falling during loading, transfer or unloading operations.
- c) Gross or general average contribution or salvage charges as regards the insured shipment that must be paid according to provisions in Article 239 of the Navigation and Maritime Trade Law, Law of Navigation and Mexican Commercial Code or current York Antwerp Rules or applicable foreign laws, in accordance with that stipulated in the bill of lading or contract of affreightment.
- d) This insurance is extended to cover the property insured while being transported on board auxiliary ships to or from the main vessel, and such property shall be deemed separately insured while on board such auxiliary ships.

The Insured shall not be prejudiced by any agreement releasing the carrier of the auxiliary ships from any liability.

#### III. ADDITIONAL COVERAGE

#### 7<sup>th</sup> Deviations.

This insurance shall remain in force (subject to termination as provided above and to provisions in Clause 8<sup>th</sup> below) during any delay beyond the control of the Insured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to

shipowners or charterers under the contract of affreightment, consignment note, air waybill or bill of lading, as well as in the event of any unintentional error or omission in such documents or in the description of the vessel, vehicle or adventure, and, where applicable, the Insured shall pay the corresponding additional premium.

## 8<sup>th</sup> Interruption of Transit.

Coverage hereunder shall remain in force if during transit of property between the established origin and destination points, abnormal circumstances beyond the control of the Insured or the Insured's representatives, not excluded from this policy, take place and cause any deviation of transit, and property is forced to await transit in warehouses, storehouses, bonded warehouses, piers, wharves or seawalls:

- a) Up to a maximum period of 15 (fifteen) calendar days as of midnight of the day following arrival of property, if the consignee's domicile is in the same border city, marine port or airport of final destination.
- b) Up to a maximum period of 30 (thirty) calendar days counted as stated in Paragraph a), if final destination of the insured property is in a place other than those set forth above.
- c) For a period greater than those set forth above, if the property insured has to wait longer at the above places due to verifiable circumstances, subject to prior notice to and acceptance by the Company, the Insured being bound to pay the respective premium.

If interruption of transit is in whole or in part due to causes attributable to the Insured or the Insured's representatives, or due to exclusions in this policy, coverage under this insurance shall cease from the date of such interruption.

The Insured is bound to notify the Company upon having knowledge of any circumstance or occurrence as provided in Clauses 7<sup>th</sup> and 8<sup>th</sup>, as the right to such coverage depends on the compliance by the Insured with this obligation to give notice.

# 9 Additional Perils (Land, Air or Sea).

When so stipulated in the policy and by paying the respective premium, coverage hereunder is extended to cover the property insured against physical loss or damage directly caused by the occurrence of one or more than one additional peril contracted. Coverage shall be granted according to provisions in the following paragraphs:

- 1) Total Theft of entire bundle. Coverage is provided for the property insured against non-delivery of one or more bundles due to:
  - Total theft of shipment.
  - Burglary and/or robbery by using force or violence either physical or moral on persons entrusted with the transportation or custody of property insured, as evidenced by visible signs of violence on the packing and/or means of conveyance.
  - Misplacement or theft involving the use of third party vehicles.
- 2) Partial theft. Coverage is provided for the property insured against non-delivery of contents of one or more bundles due to burglary and/or robbery by using force or violence either physical or moral on persons entrusted with the transportation or custody of property insured, as evidenced by visible signs of violence on the packing and/or means of conveyance.
- 3) Wetting. Coverage is provided for the property insured against physical damage caused by direct and unforeseen wetting either by fresh or salt water or both.
  - Coverage against this peril shall not take effect if the property insured is transported on deck of vessels, railroad cars or any other vehicle missing the appropriate safety characteristics, excepting property carried in enclosed containers.
- 4) Stains. Coverage is provided for the property insured against physical damage directly caused by stains affecting the original characteristics or properties of the property insured.
  - Property that is not packed is excluded.
- **5) Rusting.** Coverage is provided for the property insured against physical damage caused by rusting.
  - It is understood that property without package is not covered.
- **6) Contamination.** Coverage is provided for the property insured against physical damage caused by contamination upon coming into contact with other cargoes or resulting from the breakage of packages or containers.
  - It is understood that contamination from wastes or materials other than the property insured, resulting from residues of previous cargoes in containers, handling devices, valves, hoses, tank cars or means of conveyance is excluded.

**Breakage**, **denting**, **bending**, **cracking**. Coverage is provided for the property insured against breakage, denting, bending or cracking.

Scraping or chipping and damage to property that is not wrapped or packed are specifically excluded.

- 8) Leakage. Coverage is provided for the property insured against physical loss or damage directly caused by leakage, but only when caused by breakage of the vessel, packing, means of conveyance or container in which the property insured is carried.
- 9) All risks. Coverage is provided for the property insured against physical loss or damage resulting from Ordinary Risks of Transit as set forth in Clauses 3<sup>rd</sup> and 6<sup>th</sup>, according to the means of conveyance, and from the additional perils described in paragraphs 1) to 8) of this clause, specified as covered in the policy, as per the terms and conditions set forth herein.
- **10) Strikes and riots (sea only).** In case of contracting this coverage, terms and conditions of the Strikes and Riots Clause shall apply, as per attachment.
- 11) War (sea only). In case of contracting this coverage, terms and conditions of the War Clause on Waterborne and/or Airborne Shipments shall apply, as per attachment.
- 12) Barratry of master or crew (sea only). Coverage is provided for the property insured against physical loss or damage resulting from illegal acts deliberately committed by the master or crew to the detriment of the owner or charterer of the vessel. Any damage is excluded if the master is the owner of the vessel or property.
- **13) Jettison (sea only).** Coverage is provided against physical loss of the property insured when being deliberately cast overboard by order of the master of the vessel, provided that it shall be recorded in the vessel logbook.
- **14) Washing overboard (sea only).** Coverage is provided against physical loss of the insured property carried on deck when being swept overboard by the waves.

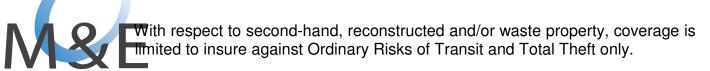
## 10<sup>th</sup> Limitation of Coverage.

Coverage is limited as follows, even if such limitations are not specified in the Perils Covered section of this policy:

a) Partial transits:

acAfee & Edwards, Inc.

- If coverage is provided by this policy for shipments of imported property while in transit only within the Republic of Mexico and not from the point of origin, coverage shall be limited to insure against Ordinary Risks of Transit and Total Theft only.
- b) By the conditions of the property insured:



# Mandatory Security Warranties (case per case – will depend on the risk & carrier).

- Use of Toll-Roads, when available.
- Do not exceed capacity limit
- Use metallic enclosed trailers
- Use establish transportation routes with time controls, with no deviations or unauthorized stops
- Use secure locks and/or naval locks for containers or trailers
- Never leave shipments in unattended areas or without proper lighting and police protection. Never abandon shipment.
- Do not receive, load/unload merchandise outside normal working hours
- Use of recognized/reputable common carriers that use GPS systems on their trucks

NOTE: In case of claim and non-compliance of warranties, the claim will not be covered or may have a surcharge on the deductible.

#### 11<sup>th</sup> Exclusions.

This insurance shall in no event insure against loss, damage and/or expense caused by:

- 1) Infringement by the Insured or the Insured's employees or representatives of any law, ordinance or regulation issued by any authority, either international or national, federal, state, municipal or otherwise, if such infringement contributes to the occurrence of loss.
- 2) Lawful appropriation of property by persons authorized to have such property in their possession.
- 3) Fraud, deceit or malicious intent, breach of trust or theft, with direct participation of the Insured, the Insured's officers, employees, partners, dependants or beneficiaries, either acting alone or in collusion with others.
- 4) The perishable nature or inherent vice of the property insured.
- 5) Delay or loss of market, even when caused by a peril covered.
- 6) Theft or shortage disclosed upon taking inventory or any damage found after delivery of property at the warehouse of final destination or where coverage is terminated, according to Clauses 1<sup>st</sup>, 4<sup>th</sup> and 8<sup>th</sup> of these conditions, as the case may be.
- 7) Abandonment of property by the Insured or the Insured's representatives, before authorization is given by the Company.
- 8) Ordinary loss of weight or volume of the property insured or shrinkage attributable to the own characteristics of such property.
- 9) Lack of internationally accepted marks or symbols showing the fragile nature or precautionary measures for the safe transport of property, if such lack directly contributes to the occurrence of loss.
- 10) Use of inappropriate means of conveyance, with knowledge of the Insured or the Insured's officers, partners, dependants, employees or representatives.

Cargo weight and/or size exceeding that authorized by the Secretaría de Comunicaciones y Transportes (Department of Communications and Transportation) and/or similar authority abroad, for the means of conveyance and/or property conveyed.

- 12) Loss of quality due to the influence of environmental conditions that manifest themselves differently than as described in the Perils Covered paragraph of this policy.
- 13) Seizure, destruction or rejection of property by lawfully recognized Mexican or foreign health or customs authorities or otherwise, in the carrying out their duties.
- 14) Nuclear reaction, radiation or radioactive contamination, whether direct or indirect, on the property insured.
- 15) Strikers or persons taking part in lockouts, labor disturbances, mutinies or riots.
- 16) Terrorism.

NacAfee & Edwards, Inc.

For the purposes of this policy, terrorism shall mean:

The acts of any person or persons whether acting alone or on behalf of others or in connection with any organization or government, committed by the use of force or violence or any other means for political, religious, ideological, ethnic or similar purposes, intended to overthrow, influence or urge any government, de jure or de facto, to make a decision, or to disturb and/or influence and/or put the public or any section of the public or economic sector in alarm, fear, terror or anguish.

According to the above provisions, this endorsement excludes direct or indirect physical loss or damage whether proximately or remotely resulting from the use of explosives, toxic substances, firearms or any other means against individuals, objects or utilities, and putting the public or any group or section of the public in alarm, fear, terror or anguish in the event of threat or recurrence.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing any act of terrorism.

#### 12<sup>th</sup> Insurance Value.

Premium charges and loss payments shall be made according to the following:

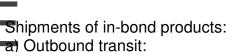
Purchase shipments:

Invoice value of property plus expenses related to the transportation thereof, such as freight and hauling expenses, and additionally, import duties and customs expenses, if any.

Sales shipments:

Production and/or acquisition cost of property plus expenses related to the transportation thereof, such as freight and hauling expenses, and additionally, export duties and customs expenses, if any.

Shipments among affiliates, stores or warehouses:
 Production and/or acquisition cost of property plus expenses related to the transportation thereof, such as freight and hauling expenses, and additionally, import or export duties and customs expenses, if any.



Production and/or acquisition cost of raw material plus expenses related to the transportation thereof, such as freight and hauling expenses, and additionally, import or export duties and customs expenses, if any.

#### b) Return transit:

Production and/or acquisition cost of raw material plus the cost of the manufacturing processes undergone by the property insured plus expenses related to the transportation thereof, such as freight and hauling expenses, and additionally, import or export duties and customs expenses, if any.

#### 13<sup>th</sup> Premium.

acAfee & Edwards, Inc.

The Insured shall pay in cash the net premium resulting from applying the established rate to the shipment value, according to the insurance value referred to in Clause 12<sup>th</sup> above and the corresponding expenses and duties.

# 14<sup>th</sup> Maximum Liability of the Company per Shipment.

The maximum liability of any one shipment or on any one conveyance, in any one time and at any one place has been determined by the Insured; however, it is not proof of the existence or the value of the property insured, it only serves to determine the maximum amount the Company shall be obligated to pay in the event of loss.

#### 15<sup>th</sup> Other Insurance.

It shall be binding on the Insured to advise the Company in writing of all insurance written on the property subject matter of this insurance, showing the name of the insurance companies, sums insured and perils covered.

If the Insured intentionally fails to give such advise or effects more than one insurance for the purpose of acquiring an illicit gain, the Company shall be released in full from any obligation hereunder.

#### IV PROCEDURE IN THE EVENT OF LOSS

#### 16th Sue and Labor.

Upon becoming aware of any loss arising from any peril insured against by this policy affecting the property insured, it shall be binding on the Insured or the Insured's officers, partners, dependents, employees or agents to take all precautions and to sue, labor and travel for, in and about the defense, safeguard and recovery of the property insured or any part thereof, and to secure all rights of carriers, bailees or others and execute all actions relative to the above. The Insured shall request instructions from the Company and thereafter abide by them, if it does not represent an increase in hazard. Noncompliance with this obligation may affect the Insured's rights in the terms of Article 115 of the Ley sobre el Contrato de Seguro (Insurance Contract Law).

Expenses incurred by the Insured for the safeguarding and/or protection of property shall be paid by the Company, and the Company shall advance such

expenses if it gives instructions to do so. The amount of such expenses shall in no event exceed the amount of loss thereby avoided.

No act by the Company or the Insured to recover, safeguard or protect property shall be construed as a waiver or abandonment thereof.

#### 17<sup>th</sup> Claims.

In the event of loss likely to give rise to indemnity according to this policy, the Insured or the Insured's representatives shall act and comply with the following:

- a) Claim filed against carriers. Claim shall be directly filed in writing against the carrier within the period provided in the contract of affreightment, consignment note, air waybill or bill of lading, and all requirements established by the Insured to safeguard his rights shall be complied with.
  Such claim must be filed by the Insured or the Insured's representatives before
- **b) Notice.** Upon the occurrence of loss or damage likely to result in indemnity payable hereunder, it is binding on the Insured to give notice thereof to the Company immediately after having knowledge of the facts, either in writing, by telephone, fax or personally.

acknowledging receipt of property without exceptions.

- Failure to give prompt notice as stated above may cause indemnity payment to be reduced to the amount that would have originally been paid had prompt notice been given.
- c) Average Statement. The Insured shall appeal to the Company's average surveyor, if available in the place where such survey is required or otherwise to the local agent of Lloyd's or any other average surveying firm in the locality, and in the absence of the above, to a notary public or the legal or postal authority and finally, to the local political authority. The right to indemnity for any loss or damage shall be enforceable, provided
  - that the average survey report shall be made within 5 (five) calendar days after becoming aware of loss.

#### 18<sup>th</sup> Measures to be taken in the Event of Loss.

In the event of loss causing damage or destruction to the property insured and while the amount of the corresponding indemnity has not been definitively established, the Company may examine, classify and evaluate the property wherever it may be located in order to determine the extent of loss.

The Insured undertakes to keep such property in his custody and care, therefore, no property may be abandoned by the Insured to the Company.

Noncompliance with this obligation may affect the Insured's rights in terms of Article 115 of the Ley sobre el Contrato de Seguro.

19th Proof of Loss.

Within 60 (sixty) days following notice of loss, as provided in Clause 17<sup>th</sup>, wacAfee & Edwards paragraph b), the Insured is required to submit to the Company a written itemized claim along with the following documents:

- 1. The average statement or evidence obtained as provided in Clause 17<sup>th</sup> paragraph c).
- 2. The Insured's printed voucher, invoice, delivery note, shipping note or dispatch note, specifying the Insured's taxpaying information, the issuance date and place and the quantity and type of property.
- 3. Where applicable, import or export permits and documents verifying customs expenses incurred.
- 4. Contract of affreightment, bill of lading, consignment note or air waybill.
- 5. Evidencing documents of the claim filed against carriers and the original reply thereof.
- 6. Certified copy of the ship master's oath.
- 7. Originals of certificates of discharge.
- 8. Where applicable, Insured's statement regarding any other insurance covering the property insured by this policy.
- 9. At the request of the Company, any other evidencing documents related to the claim or loss.

#### V. CONDITIONS FOR THE SETTLEMENT OF CLAIMS

# 20<sup>th</sup> Acknowledgment of Rights.

Rights granted under this policy are for the benefit of the person proving to have a lawful interest in the property insured. However, such rights shall in no event be claimed either directly or indirectly by any carrier or bailee, even though it is stated in the bill of lading or otherwise.

### 21<sup>st</sup> Deductible.

In the event of loss or damage payable hereunder, the Company shall only be liable for the amount in excess of the deductibles set forth in the policy, the amount of which shall not be less than that shown on the policy face.

The deductible applies to the shipment total value, such value means the total value of insured property contained in any one means of conveyance at the original commencement of transit.

Regarding multimodal transportation, the means of conveyance on which the property is being transported at the time of loss shall be taken as the basis but, if it is not possible to precisely determine the place of loss occurrence, the means of conveyance carrying the greatest accumulation of property is to be taken as the basis.

In the event that the shipment total value exceeds the Company's Maximum Liability per Shipment as provided in the policy, the deductible shall apply to such liability.

Regarding goods shipped on board vessels over 15 (fifteen) years of age and/or not classed and/or displaying a flag of convenience, twice the deductible provided

in the policy for the respective peril shall apply, except for theft of entire bundle and partial theft.

# lacAfee & Edwards 227nd Consequential Deductible.

It is hereby understood and agreed that in the event of indemnity payable hereunder for any damage caused to the property insured by acts of plunder, pilferage, pillage or larceny resulting from ordinary risks of transit covered under clause 3<sup>rd</sup> of the general policy conditions, a deductible amount equivalent to 30% of the shipment total value shall apply.

#### 23<sup>rd</sup> Proportional Rule.

In no event shall the Company be liable for a greater proportion of any payable loss that the sum insured bears to the actual cash value of property at the time of loss.

# 24<sup>th</sup> Parts and Components.

In case of any payable loss or damage to any part of a unit that, when complete for sale or use, consists of several parts, the Company shall only be liable for the actual cash value of the part or parts lost or damaged in the same proportion that the sum insured bears to the actual cash value of property.

# 25<sup>th</sup> Labels and Wrappings Clause.

If damage is directly caused by any of the perils covered hereunder and only labels, wrappings or packing of the property are damaged, the Company shall only be liable to replace such labels, wrappings or packing and, if applicable, to relabel the articles, paying the same proportion that the sum insured bears to the actual cash value of property.

## 26<sup>th</sup> Replacement in Kind.

Regarding fungible goods, the Company may replace the property lost or damaged with other of like kind and quality, instead of paying in cash the amount of loss or damage.

# 27<sup>th</sup> Indemnity Payments.

Indemnity payments shall be made to the payee of the policy, as provided in Clause 20<sup>th</sup> Acknowledgment of Rights, at the Company's Home Office within 30 (thirty) days following reception of documents and information concerning the basis of the filed claim.

# 28<sup>th</sup> Salvage on Damaged Property.

As a consequence of any indemnity payment made for loss of or damage to the property insured hereunder, salvage or recovery shall be turned over to the Company and, consequently, it shall be binding on the Insured to provide the Company with all documents evidencing ownership of such property, and all rights thereon shall be transferred to the Company.

#### 29<sup>th</sup> Subrogation of Rights.

In the terms of law and once indemnity payment has been made, the Company MacAfee & Edwards shall be subrogated to the Insured's rights up to the amount paid, as well as to all actions against whomsoever may be responsible for the loss. The Insured shall, upon the Company's request and at their own expense, have a document prepared before a Notary Public so stating the foregoing.

If damage was partially indemnified, the Insured and the Company agree to assert their rights in the corresponding proportion.

If subrogation is prevented by acts or omissions of the Insured, the liability of the Company shall cease in whole or in part.

#### 30<sup>th</sup> Jurisdiction.

In the event of controversy, the plaintiff may appeal to the administrative authorities specialized on insurance matters at their headquarters or branch offices, in the terms of the law applicable to that particular; but if such authority is not appointed arbitrator, the plaintiff may appeal to courts having jurisdiction at the Company's domicile.

#### 31<sup>st</sup> Statute of Limitations.

All actions derived from this insurance contract will prescribe in two years from the date of the occurrence giving rise thereto, pursuant to the terms of Article 81 of the Ley sobre el Contrato de Seguro, with the exception of cases stipulated in Article 82 of same law.

The statute of limitations shall be interrupted not only by ordinary causes but also by the appointment of an expert or the commencement of the process set forth in Article 135 of the Ley General de Instituciones y Sociedades Mutualistas de Seguros (General Law of Insurance Institutions and Mutual Societies).

2<sup>nd</sup> Interest in Arrears.

In the event that the Insurance Company, even though it has received the documentation and information with reference to the basis of the claim made, does not fulfill the obligation of paying the indemnity, capital or rent in terms of Article 71 of the Ley sobre el Contrato de Seguro, then, instead of paying the legal interest applicable, it shall be binding on the Insurance Company to pay the Insured, loss payee or third party sustaining damage, an interest in arrears calculated as provided in Article 135 Bis of the Ley General de Instituciones y Sociedades Mutualistas de Seguros during the delay period. Such interest shall be calculated from the day following the thirty-day period named in the Ley sobre el Contrato de Seguro.

#### 33<sup>rd</sup> Notices.

Any statement or notice with regard to this contract shall be addressed in writing to the Company at its Home Office or branches.

#### 34<sup>th</sup> Arbitration.

In case of disagreement between the Insured and the Company as to the amount of any loss or damage, the matter shall be submitted to the decision of an arbitrator appointed in writing by mutual agreement of both parties. However, should they fail to agree on the appointment of a single arbitrator, two shall be named, one appointed by each party, within 10 days from the date on which one of the parties has been requested in writing by the other to do so. Before commencing their duties both arbitrators shall name an umpire in case of disagreement.

Should one of the parties refuse to name his arbitrator or simply fail to do so when so requested by the other party, or should the arbitrators not agree on the appointment of the umpire, the judicial authority, upon request of any of the parties, shall appoint the arbitrator, the umpire or both, if necessary. However, the Comisión Nacional de Seguros y Fianzas (National Insurance and Surety/Bonding Commission) may name the arbitrator or the umpire, as the case may be, should both parties request so by common agreement. The death of one of the parties, if a physical person, or its dissolution, if a corporation, occurring during the arbitration shall not annul or affect the powers or attributions of the arbitrator or arbitrators or the umpire, as the case may be, or if either of the arbitrators of the parties or the umpire should die before judgment is awarded, a new arbitrator shall be appointed by the corresponding entity (the parties, the arbitrators or the Comisión Nacional de Seguros y Fianzas) to act in substitution thereof.

The expenses and fees arising from the arbitration shall be borne in equal parts by the Company and the Insured, but each party shall pay the fees of his own arbitrator.

The arbitration referred to in this clause does not imply an acceptance of the claim by the Company, it merely determines the loss the Company may eventually be obliged to pay; thus, the parties remain free to execute any action and to oppose the corresponding exceptions.

#### 35th Increase of Hazard.

It shall be binding on the Insured to advise the Company within 24 hours after wacAfee & Edwards having knowledge of any circumstance causing an essential increase of hazard during the term of this insurance. Should the Insured fail to give notice thereof or provoke an essential increase of hazard, the Company shall be released from any obligation derived from this insurance.

# 36<sup>th</sup> Currency.

Payment of both premium and indemnity, if any hereunder, will be made in the terms of the monetary law in force on the date of payment.

#### Article 25 of the Insurance Contract Law.

"If the contents of the policy or the amendments thereto do not conform with the offer, the Insured may request the corresponding correction within 30 (thirty) days following receipt thereof. This period having elapsed, the stipulations of the policy or the amendments thereto shall be considered as having been accepted."

#### **IMPORTANT NOTE:**

This is only a sample courtesy translation of a policy form in Mexico. This sample should only be used for informational purposes, as it does not represent or constitute the actual terms & conditions of a given policy. Insurance companies in Mexico may use a modified or amended version of this coverage depending on a particular risk or Insured. For legal interpretation of this coverage, as well as the territory jurisdiction, please refer to the original Spanish version of the policy in the country of Mexico.