



Certificate of Entry

It is hereby certified that as from noon GMT on the 29th April, 2022 and subject to the Rules of the Association for the time being in force and the terms of any Circulars which have been or may be issued pursuant to the Rules, and in accordance with the attached terms and conditions: (i) the undermentioned Ship has been entered in this Association in accordance with the particulars and in respect of the interests shown below; and (ii) the name of the Member on whose behalf such Ship has been entered has been noted in the Association's records.

The contract of insurance evidenced by this Certificate is subject to the laws of England and Wales, incorporates the provisions of the Marine Insurance Act 1906 and is subject to and incorporates the provisions of the Insurance Act 2015, and any statutory modifications thereof, except in so far as such Acts or modifications may have been expressly excluded by the Rules of the Association for the time being in force or by any term set out in this Certificate. As set out in Rule 6(2) of the Rules of the Association certain provisions of the Insurance Act 2015 (the "Act") are excluded from the Rules and from this contract of insurance. Those exclusions are recited in full in the Notes appended to this certificate.

IMO No.	Ship	GT	P&I	FD&D	War
9757151	ARKLOW COAST	2999	Yes	No	No

SENIOR MEMBER: ARKLOW SHIPPING ULC
as Disponent Owners/Managers.

POLICY YEAR: 2022

PERIOD OF INSURANCE: 29th April, 2022 TO 20th February, 2023

PORT OF REGISTRY: ARKLOW

NAME AND FULL ADDRESS OF THE PRINCIPAL PLACE OF BUSINESS OF THE REGISTERED OWNER: Cahore Shipping Ltd
North Quay
Arklow
Co Wicklow
Ireland

Subject as otherwise provided in the said Rules, the insurance by the Association of the above Ship, if entered in the Association otherwise than for a fixed period, shall commence at the time and date specified in this Certificate of Entry and shall continue until noon GMT of the 20 February next ensuing and thereafter, unless terminated in accordance with the Rules, from Policy Year to Policy Year. The insurance by the Association of the above Ship, if entered for insurance for a fixed period shall, subject as otherwise provided in the Rules, cease at the expiry of such fixed period.

This Certificate is evidence only of the contract of indemnity insurance between the Member and the Association and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Association to any other party. In the event that a Member tenders this Certificate as evidence of insurance under any applicable law relating to financial responsibility, or otherwise shows or offers it to any other party as evidence of insurance, such use of this Certificate by the Member is not to be taken as any indication that the Association thereby consents to act as guarantor of the Members' liabilities or to be sued directly in any jurisdiction whatsoever. The Association does not so consent.

All the information set out herein concerning the particulars of the Ship or the Member on whose behalf such Ship has been entered in the Association, has been provided by the said Member or his agents. No warranty or guarantee is therefore given by the Association as to the accuracy of any of the information or particulars.

The party making the application for membership, whether to be named themselves as Senior Member or Joint Member herein, or, whether solely as agent for and on behalf of any party named herein, has confirmed that he has the express authority of such party to do so on their behalf.

CLASS 1 PROTECTING AND INDEMNITY

JOINT MEMBERS Cahore Shipping Ltd as Registered Owners.
Per Rule 9(1)

GENERAL TERMS & In accordance with the P&I Class Rules of the Association for the time being in force
CONDITIONS and the following clauses:

FLEET ENTRY **ARKLOW SHIPPING ULC**

The ship is entered as part of the above mentioned fleet in accordance with Protecting & Indemnity Class Rule 10.

DEDUCTIBLES

Cargo claims - Euro 12,000 - each cargo voyage.

Cadet claims - Euro 4,000 - each accident or occurrence.

Crew & Supernumeraries injury/ illness / death - Euro 5,500 - each accident or occurrence.

Pursuant to Rule 21(2), all external fees, costs and expenses are subject to a deductible of 25% per claim/incident, minimum Euro 850 and maximum Euro 8,500 regardless of whether or not the claim/incident exceeds the applicable claims deductible.

ADDITIONAL **OIL POLLUTION - LIMITATION OF COVER CLAUSE**
TERMS

The liability of the Association for claims in respect of oil pollution is limited to US\$1,000,000,000 for each Owner's Entry arising out of any one event and as provided for in Rule 22(3). Subject otherwise to the Rules and the terms of this certificate of entry.

LIMITATION OF LIABILITY

If this Certificate of Entry contains any Additional Term which limits the amount of the Association's liability for claims to an amount less than set out in the Rules, that lesser limit applies to all claims arising out of any one event, including claims under Rule 24(2).

COLLISIONS AND DAMAGE TO FIXED AND FLOATING OBJECTS

EXCLUDING: claims arising under Rule 19 (10) and (12) of the Protecting and Indemnity Class, to the extent such risks are covered by vessel's Hull and Machinery policies which include cover for four-fourths R.D.C. and damage to fixed and floating objects.

TRAINEE CADETS CLAUSE

Cover is extended to include trainee cadets onboard the insured vessel, including liabilities both to and of the cadets. Subject to a maximum of 25 being onboard the fleet entry at any one time, with a total limit of liability each accident or occurrence of US\$ 1 million.

COMMUNICABLE DISEASE EXCLUSION (2022)

Subject to the terms of the Endorsement Excluding a Communicable Disease following a Public Health Emergency of International concern (PHEIC) JL2021-014 which can be found on the Association's website.

In respect of the risks insured under this Trainee Cadet Clause and subject to the limit of liability applying thereto, this Entry is extended to restore cover for Liabilities, costs and expenses otherwise excluded by Rule 24(1) but in no case shall this extension cover loss, damage, liability or expenses directly or indirectly caused by or contributed to by or arising from any chemical, biological, bio-chemical or electromagnetic weapon and subject to Provisos (B), (C) and (D) of Rule 24.

This extended cover is reinsurance by the Association. In accordance with Rule 8 Proviso B the Member shall be entitled to recover from the funds of the Association only the net amount actually recovered under this reinsurance.

WARRANTIES

ADDITIONAL TERMS

This Entry is extended to cover liabilities costs and expenses arising from the carriage cargo carried under a bill of lading issued by the Member on an Entered or Non-Entered Ship and which may deviate from the contractual voyage including but not limited to:-

- a) Cargo transhipped at any port or ports, place or places (including both under carriage and over-carriage of cargo) instead of being carried on board the original vessel to the destination stated in the Bill of Lading.
- b) Cargo discharged from and reloaded upon the same ship and/or cargo being shifted within the confines of the ship for any reason whatsoever at any port or place of shipment or destination and/or at any port or place between the point of shipment and the point of destination.
- c) Cargo being carried on ships other than as stated in the Bill of Lading.
- d) Delivery of cargo other than to the Bill of Lading holder.
- e) Discharging cargo onto lighters at any port or place prior to surrender of Bills of Lading.
- f) Lightering cargo to other than to the scheduled loading or unloading berth.
- g) Deviation of the ship from the contract voyage.
- h) Drydocking of the ship with cargo on board.
- i) Cargo shipped by any water or land conveyance for loading on the ship at a loading port other than that named in the Bill of Lading.
- j) Cargo transferred from one point to another by rail and/or motor trucks and/or other conveyance.
- k) Stowing mail and/or merchandise in spaces not certified for the carriage of cargo.
- l) Lighterage amounting to deviation at port of loading or discharge.
- m) Cargo being shipped aboard ships other than those of the Member prior to the delivery of such cargo to the Member's ships for the carriage thereof.
- n) Carriage of any bullion and/or specie and/or gold and /or precious metals and/or precious stones and/or jewellery and/or silks and/or furs and/or Bank Notes and /or bonds and/or other negotiable documents and/or property undervalued Bill of Ladings and/or ad valorem Bill of Lading and/or property subject to an ad valorem freight surcharge caused by or arising from any cause. In respect of ad valorem cargo:-

i) This extended cover attaches and covers (whether waterborne or not) from time custody of such bullion and /or specie et cetera is or shall be assumed by the insured and/or their agents and/or their principals and/ or from time liability attaches to the insured, at bank vault and/or other initial point and/or points of shipment and is to continue until time of delivery of such bullion and/or specie et cetera to consignees at final point and/or points of destination, including also while on railroad and/or trucks and/or lighters and/or craft and/or other conveyances and/or deck and/or on shore and/or in storage and/or awaiting conveyances, transshipment, forwarding or delivery.

ii) At, from, to and between ports and/or interior places in the world, direct or otherwise, including risks of transshipment. Including risks of craft to and from vessel , and special or supplemental lighterage to take cargo to and/or from warehouse, dock or carrier. It being agreed that the Insured is not to be prejudiced by any agreement exempting or limiting lighterman and/or trucking and/or railroad and/or other transportation and /or storage and/or other companies and/or persons from liability issuing of ante dated and posted dated Bills of Lading.

o) Including Alcohol and/or Tobacco cargoes and/or part cargoes where such carriage is performed under contracts customarily used in these trades.

p) Including ante and/or post dated Bills of Lading.

q) Cargo loaded and/or discharged in a port different to that stated in the Bill of Lading.

r) Issue of a clean Bill of Lading where the Mate's Receipts were clausured.

s) Loading of cargo after a casualty prior to dry-dock or repairing.

t) Liability to cargo in the event of a time difference between the end of one charter party and the start of the next, not exceeding 12 hours.

u) Cargo carried on deck but excluding such cargo carried in container in a manner approved by the Association

The Association's liability to the Member in respect of cargo claims which would not have arisen but for this deviation shall include general average, special charges and salvage incurred in preserving, forwarding and safeguarding the cargo not recoverable from cargo interests by reason of this deviation.

SUBJECT TO the following additional terms and limitations : -

1) There shall be no claim on the Association for loss or damage arising from:-

a. Inherent quality, defect or vice of cargo.

b. Delay and/or Loss of Market.

2) Including cargo liabilities on the same terms and conditions in respect of claims arising under Bills of Lading issued by the Member where the cargo is carried in whole or in part on ships owned or operated by other parties to consortiums or joint services in which the member participates.

3) Excluding liabilities arising under the terms of OSRA type contracts or held covered at Additional Premium to be agreed.

4) Excluding rusting, oxidation and discolouration in respect of unprotected steelwork.

5) Excluding scratching, denting and cost of repainting vehicles.

6) The Association's liability shall not exceed US\$ 5,000,000 any one accident or

occurrence each cargo voyage any one ship.

7) Subject to a deductible of US\$ 61,040 each accident or occurrence each cargo voyage any one ship but as regards paragraphs (c),(g),(h),(i),(j),(k),(l),(m), (n), (p), (q),(t) and (u) herein, subject to a deductible or Subject to the terms of the Endorsement Excluding a US\$ 50,000 each accident or occurrence each cargo voyage any one ship.

COMMUNICABLE DISEASE EXCLUSION (2022)

Subject to the terms of the Endorsement Excluding a directly arising from the transmission or alleged Communicable Disease following a Public Health Emergency of International concern (PHEIC) JL2021-014 which can be found on the Association's website.

In respect of risks insured under this Contractual Liability Clause and subject to the limit of liability applying thereto, this Entry is extended to restore cover for liabilities, costs and expenses otherwise excluded by Rule 24(1) but in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, bio-chemical or electromagnetic weapon and subject to Provisos (B), (C) and (D) of Rule 24.

This extended cover is reinsured by the Association. In accordance with Rule 8 Proviso B the Member shall be entitled to recover from the funds of the Association only the net amount actually recovered under this reinsurance and the liability of the Association in respect of all claims which arise out of any event shall be entitled to US\$ 5,000,000.

Subject otherwise to the Rules and Terms of Entry.

*** END ***

NOTES

1. **IMPORTANT NOTICE:** Insurance Acts. All contracts of insurance made by the Association are expressly subject to the laws of England and Wales, incorporate the provisions of the Marine Insurance Act 1906 and are subject to and incorporate the provisions of the Insurance Act 2015, and any statutory modifications thereof, except in so far as such Acts or modifications may have been expressly excluded by the Rules of the Association for the time being in force or by any term of any such contract. As set out in Rule 6(2) of the Rules of the Association, the following provisions of the Insurance Act 2015 (the "Act") are excluded from the Rules and any such contract of insurance, as follows:
 - (a) Section 8 of the Act is excluded. As a result any breach of the duty of fair presentation shall entitle the Association to avoid the policy, regardless of whether the breach of the duty of fair presentation is innocent, deliberate or reckless.
 - (b) Section 10 of the Act is excluded. As a result all warranties in the Rules or any contract of insurance must be strictly complied with and if the Member or any Insured Party fails to comply with any warranty the Association shall be discharged from liability from the date of the breach, regardless of whether the breach is subsequently remedied.
 - (c) Section 11 of the Act is excluded. As a result the Rules and all terms of the contract of insurance between the Association and the Member and any Insured Party, including terms which tend to reduce the risk of loss of a particular kind, loss at a particular location and/or loss at a particular time, must be strictly complied with and if the Member or any Insured Party fails to comply with any such term, the Association's liability may be excluded, limited or discharged in accordance with the Rules notwithstanding that the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.
 - (d) Section 13 of the Act is excluded. As a result the Association shall be entitled to exercise its right to terminate the contract of insurance in respect of the Member and all Insured Parties in the event that a fraudulent claim is submitted by or on behalf of the Member and/or any Insured Party and/or any affiliated or associated company of the Member.
 - (e) Section 13A of the Act is excluded. As a result the Rules and the insurance contract between the Association and the Member and any Insured Party shall not be subject to nor shall the Association or the Managers be in breach of any implied term that they will pay any sums due in respect of a claim within a reasonable time save where the breach is deliberate or reckless and Section 13A of the Act is excluded to this extent.
 - (f) Section 14 of the Act is excluded. As a result, the contract of insurance between the Association, the Member and any Insured Party shall be deemed to be a contract of the utmost good faith, and any breach of the duty of the utmost good faith shall entitle the Association to avoid the contract of insurance.
2. All Members (both Senior and Joint) are jointly and severally liable to pay amounts due to the Association in respect of this Entry. Members are referred generally to the provisions of the Rules (Rules 12 to 17 of the P&I and FD&D Classes, Rules 23 to 30 of the War Risks Class) with regard to the rights and obligations of all Members to contribute by way of Calls or Contributions to the funds of the Association.
3. Pursuant to the Rules (Rule 9, proviso (G) of the P&I and FD&D Classes, Rule 10 of the War Risks Class), disputes between Insured Parties are excluded from cover.
4. Pursuant to Rule 10 of the P&I and FD&D Classes, where one or more Ships have been entered as a Fleet Entry then the debts of any one Member or Joint Member in respect of any such Entered Ship shall be treated as the debt of all the other Members and Joint Members whose Ships are or were entered at any time as part of the same Fleet Entry and the Association shall be entitled to act as if all the Ships forming the Fleet Entry were entered by the same Member.
5. The Association can accept an application from a Member for another person to be a Co-Assured, but the cover provided by the Association to the Co-Assured is limited in accordance with Rule 9(2)(c) of the P&I or FD&D Class as appropriate, to what is commonly known as "mis-directed arrow" cover.
6. Members are referred generally to the provisions of Rule 9 of the P&I or FD&D Class as appropriate with regard to the rights and obligations relating to Joint Members, Co-Assureds and Affiliated and Associated Persons, or Rule 10 relating to Joint Insured Owners in the case of the War Risks Class. Members are however also advised to read all of the Rules of the Association (P&I, FD&D or War Risks Class as appropriate), copies of which are available on request at the above address.

This Certificate has been issued for and on behalf of:
NORTH OF ENGLAND P&I DESIGNATED ACTIVITY COMPANY



DBruce

14/04/2022



SUMMARY OF COVER

CERTIFICATE OF ENTRY – OWNER'S ENTRY

Certificate of Entry number: 2022/6084-ZZ

Ship: ARKLOW COAST

Club: North of England P&I Designated Activity Company

Senior Member: **ARKLOW SHIPPING ULC
as Disponent Owners/Managers.**

This document confirms that the following risks are included in the cover provided by the contract of insurance evidenced by the Certificate of Entry numbered above and that they are covered in accordance with the terms set out in that contract.

Risks covered:

Oil Pollution
Wreck Removal

This document is intended purely as a summary of some of the principal risks covered and does not constitute a Contract of Insurance and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Association to any other party.

In the event that a Member tenders this summary as evidence of insurance under any applicable law relating to financial responsibility, or otherwise shows or offers it to any other party as evidence of insurance, such use of this summary by the Member is not to be taken as any indication that the Association thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Association does not so consent.