

APPENDIX F
Agreement No. 2539/TZ/15
INSURANCE CERTIFICATE

[Please note, Supplier may submit instead of the following Insurance Certificate, two insurance certificates: (i) Insurance certificate with respect to Public (third party) liability insurance policy and Product Liability which shall be issued by the Supplier's insurer; and (ii) Insurance certificate with respect to Employer's Liability Insurance/Workers Compensation which shall be issued by Supplier's Local Representative's insurer. In such event APC will provide the versions of the two Insurance Certificates to Supplier and may insert certain amendments, as it deems necessary, to Section 22 above.]

Date: _____

To: ASHDOD PORT COMPANY LTD. (hereinafter "APC")

Insurance Certificate in connection with the provision of 30 ton / 1,200 mm load center Fork Lift Trucks (FLT) pursuant to an Agreement executed between APC and _____ (the "Supplier") on _____ (the "Agreement")

We hereby confirm that as of _____ and until _____, we have issued in favor of the Supplier, its sub-contractors and/or anyone acting on their behalf, including Supplier's local agent the following insurance policies with respect to the Supplier's activity pursuant to the Agreement. The name of the insured under these policies has been extended to include APC as additional insured party.

1. Employer's Liability Insurance / Workers Compensation:

Covering the liability of the Supplier to employees employed by the Supplier in accordance with the Torts Ordinance (New Version) and/or the Defective Products Act – 1980, in respect of death and/or bodily injury and/or psychiatric injury to any employee as a consequence of an accident or illness during and due to execution of the services with a limit of liability of \$ US 1,500,000 per employee and \$ US 5,000,000 per occurrence and in the aggregate for the period of insurance. The insurance is extended to indemnify the APC if it is determined that due to the occurrence of the work accident and/or occupational disease, the APC is liable in any manner as an employer of the Consultant's employees.

2. Public (Third Party) Liability Insurance Policy:

Covering the Supplier's legal liability towards any third party in respect of any loss or damage caused during the period of the Agreement and/or in connection therewith, with a limit of liability of not less than \$ US 1,000,000 per event, and for one insurance year.

The insurance is extended to cover APC and those acting on its behalf for their liability for the actions and/or omissions of the Supplier and/or anyone acting on its behalf, subject to a cross-liability clause pursuant where to the policy shall be deemed to have been taken out separately for each of the insured listed on the policy.

This Insurance is not subject to any limitation regarding liability deriving from lifting devices, cranes or elevators, loading and unloading, strikes and lock-outs, riots and commotion,

contractors and sub- contractors and their workers, damage to property on which the insured or any person in its service are or were working on at the time of the occurrence of the insurance event, vehicles (with the exception of liability under the Israeli Road Accident Victims Compensation Law, 5735-1975, as applicable) up to the sum of \$250,000 above the insurance amount covered under the vehicle insurance within the scope of third party property insurance.

Any person employed under the Agreement not being a direct employee of the Supplier, will be deemed to be a third party under this policy.

This Insurance will explicitly state that APC and its property and workers, shall be regarded as third party.

3. Product Liability

Product liability insurance with a limit of liability of no less than US\$ 1,000,000 per event and in aggregate for the annual insurance term, covering the Supplier's legal liability in respect of equipment, including supplementary/ancillary equipment and/or any type of machinery, spare parts, etc., which shall be supplied and/or installed and/or otherwise treated by the Supplier or on its behalf (the "Equipment") pursuant to the Agreement.

The policy is extended to indemnify APC and all those acting on its behalf, for their liability for personal injury or damage to property which is caused due to the Equipment, subject to a cross-liability clause, pursuant to which the policy is considered to have been procured separately for each of the insured entities, as if it was issued solely in such name. The policy shall apply retroactively as of the date at which the Supplier supplied the Equipment, even if supplied prior to the execution of the Agreement.

The policy includes an extended reporting period clause of at least 12 months, pursuant to which, in the event that the insured party does not renew the said policy, the policy shall cover damage which originated during the insurance period, with respect to which notification was sent to us during the notification period.

The following provisions apply to the above policies:

- a. The said policies have preference over any other insurance procured by APC, and the insurer hereby waives any claim or demand, which it may have with respect to the participation of their insurances.
- b. We waive our right to subrogation against APC and anyone acting on its behalf, including their employees and officers. The policies described above shall not be reduced or cancelled, without 60 days prior written notification thereof, sent to the APC via registered mail.
- c. The policies shall be subject to worldwide territorial limits and jurisdiction.
- d. We agree to submit to the exclusive jurisdiction of the courts in the State of Israel.
- e. We are aware that the Supplier alone is liable for payment of the insurance premiums and deductibles.

This confirmation is subject to the terms, conditions and provisions of the original policies insofar as not expressly altered by the foregoing.

Yours faithfully,

Insurance Co. Ltd

Signatory's name and position