

Manufacture and Transit Exclusion

It is hereby noted and agreed that this policy excludes any Claim and/or Defence Costs in connection with and / or arising directly or indirectly out of or in any way resulting from

- (a) delay in manufacture or failure to manufacture of any pre-engineered units, components, or any other product(s) ordered to be delivered as a result of;
 - (i) enforced shut down of the manufacturing operations; or
 - (ii) governmental restrictions imposed on the manufacturing operations; or
 - (iii) lack of availability of manufacturing capacity, materials, workforce or other resources

- (b) delay or failure of any shipping, delivery, supply via watercraft, aircraft, motor vehicle, mobile equipment or rolling stock of any pre-engineered units, components, or any other products ordered to be delivered as a result of;
 - (i) lack of storage or warehousing, or
 - (ii) failure to comply with customs or other regulatory requirements; or
 - (iii) lack of capacity for transfer of shipments, including loading and unloading facilities at any point of transshipment; or
 - (iv) the transport itself and its availability

This exclusion shall only apply where the manufacturing or transport as set out in (a) or (b) above is undertaken by a third party.