

CONTROL OF DAMAGED GOODS AND/OR MERCHANDISE AND/OR PROPERTY

Notwithstanding anything to the contrary contained elsewhere in this policy, it is understood and agreed that in case of damage, or if The Insured reasonably suspects damage may exist, to goods and/or merchandise and/or property insured under this policy, **only if This Insurer agree beforehand**, The Insured is to retain full and absolute discretion and control over the disposition of all such goods and/or merchandise and/or property. It is understood that only **if This Insurer agree beforehand**, The Insured shall be the sole judge as to whether disposal or sale of such goods and/or merchandise and/or property is detrimental to its interest.

Only if This Insurer agree beforehand, any goods and/or merchandise and/or property which The Insured deems unfit for sale or which it is unable to sell or dispose of under its agreement with any trade association or other entity, shall be treated as a constructive total loss, and The Insured shall dispose of the goods and/or merchandise and/or property to its best advantage **with This Insurer being entitled to its share of the net proceeds resulting from such disposition**, or the goods and/or merchandise and/or property shall be destroyed after notification to This Insurer and any expenses incurred in connection with such destruction shall be borne by This Insurer. **This Insurer shall be given the opportunity to have a representative in attendance during such destruction.**