

本商品經本公司合格簽署人員檢視其內容業以符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。保戶查詢其投保及最近一期繳費狀況專線:(02)2577-5797

科法斯產物貿易信用保險寄售保險附加條款

107.08.31 科保字第 1070081 號函備查

OPTIONS

CONSIGNMENT SALES COVER

In addition to the **Non-Payment** cover provided in your **Contract**, this option covers the **Non-Payment** of **Debts** arising from **Consignment Sales** performed in accordance with the terms of your **Consignment Stock Agreement**, caused by a covered cause of loss.

1. Insurable Debts

Notwithstanding the provisions of the General Terms, we will insure **Debts** arising from **Consignment Sales** for which you have a valid and enforceable written **Consignment Stock Agreement** with the **Buyer**, provided that the **Consignment Stock Agreement** includes the following provisions:

- (i) A report shall be addressed to You detailing the goods withdrawn from consignment stock, the quantity of withdrawn goods, their value and the date of such withdrawal;
- (ii) A maximum invoicing period of 30 days from the date of withdrawal of the goods and a possibility to issue immediately the invoice in case of **Insolvency** of the **Buyer**;
- (iii) The invoice to be issued shall be traceable to the above mentioned report;
- (iv) Terms of payment compliant within the maximum credit period stated in the Special Terms;
- (v) If applicable as stated in the Special Terms, a retention of title clause stating that goods remain your property until paid for in full;
- (vi) A provision that the goods are kept separate from the **Buyer's** stock and remain identifiable as your property;
- (vii) A minimum yearly inventory of the stock of consigned goods performed by Yourself, and the right to inspect the **Buyer**'s or the third party's warehouse where the goods are located.

2. Insurable causes of Loss

Insurable causes of loss for Consignment Sales Cover are the same as the ones of your Contract.

3. Exclusions

In addition to article [1.2.1] Excluded Debt of the General Terms, we shall not be liable for any **Debt** arising from **Consignment Sales** made in breach of any terms of this option.

4. Commencement of cover



The Consignment Sales Cover will start on Consignment Delivery, provided that a Credit Limit is in force on the Buyer before such Consignment Delivery.

5. Claim

In the event of a claim, we reserve the right to appoint an expert in charge of performing an independent inventory of the **Consignment Stock** values.

Such expert opinion will be binding upon the parties.

If the **Consignment Stock** value issued from the inventory differs from the **Consignment Stock** value provided by You, costs related to the inventory will be for You.

6. Consignment Sales Declaration

For the purpose of this option, You shall include the **Consignment Sales** value in your activity declaration, pursuant to article 6.1- "Activity declaration" of the General Terms.

7. Definitions

Consignment Sales Cover means cover provided to You for your **Debts** arising from **Consignment Sales**, as per this option;

Consignment Delivery means the date when your Buyer withdraws goods from the Consignment Stock;

Consignment Sales means sales made from a stock of goods that is on consignment at the **Buyer**'s warehouse or in a third party's warehouse (bonded warehouse);

Consignment Stock means stock of goods pertaining to You which are on consignment at the **Buyer**'s warehouse or in a third party's warehouse (bonded warehouse), pursuant to the **Consignment Stock Agreement**;

Consignment Stock Agreement means the written agreement signed between You and your **Buyer**, organizing the consignment of goods for **Consignment Sales** and mentioning at least provisions listed in article 1 of this option.

8.The other provisions of your **Contract** not contradicted by this option, apply mutatis mutandis to the **Consignment Sales Cover**.



科法斯產物貿易信用保險寄售保險附加條款

107.08.31科保字第1070081號函備查

除主保險契約內所提供關於債務不履行的保障外,凡被保險人依寄售庫存合約之條款履行寄售品銷售時,因可承保損害原因產生之未支付應收帳款,均屬於本附加條款的承保範圍。

1. 可承保的應收帳款

儘管一般條款已有規定,若被保險人與買方所簽訂有效且可執行之書面寄售庫存合約包含下列條款,本公司 仍將承保該寄售庫存合約內之寄售品銷售所產生的應收帳款損失:

- (i)提供一份詳盡的報告予被保險人,內容包括從寄售庫存提取的商品細項、數量、價值和提取日期。
- (ii)發票開立之期間最長為自商品提取之日起 30 天,且可於買方喪失清償能力時立即開立發票。
- (iii)應依據前述報告開立發票。
- (iv)付款條件符合特別條款記載的最長信用期間。
- (v)若適用特別條款,則所有權保留條款應規定:在全額付清商品貨款之前,商品的所有權仍應歸屬於被保險人。
- (vi)規定商品應與買方的庫存分開,且持續標示為被保險人之財產的條款。
- (vii)被保險人每年寄售商品庫存的最低限額,以及檢查商品所在地的買方或第三方倉庫之權限。

2. 可承保的損失原因

寄售保險可承保的損失原因與主保險契約之定義相同。

3. 除外條款

除一般條款第[1.2.1]條的除外債權規定外,對於寄售品銷售違反本附加條款條款所產生之任何應收帳款, 本公司不負任何賠償責任。

4 承保範圍之始期

若被保險人在寄售品交付之日前的買方信用額度為正值,則本寄售保險自寄售品交付之日起生效。

5. 申請理賠

若申請理賠,本公司有權指定一位專家負責獨立盤點寄售庫存的價值。

以上專家之意見對雙方均具約束力。

若盤點之寄售庫存票價值與被保險人提供之寄售庫存價值不同時,應由被保險人負擔盤點費用。

6. 寄售品銷售申報

就本附加條款之目的,被保險人依一般條款第 6.1 條「活動申報」提出之活動申報書,應包括寄售品銷售價值。

7 名詞定義

寄售保險係指依據本附加條款,承保被保險人因寄售品銷售而產生的應收帳款損失。

寄售交付係指被保險人之買方從寄售庫存提取商品之日。

寄售品銷售係指出售於買方倉庫或第三方倉庫(保稅倉庫)寄售的寄售商品。

寄售庫存係指在買方倉庫或第三方倉庫(保稅倉庫)之庫存商品中,被保險人依據寄售庫存合約擁有所有權 的寄售商品。

COMPAGNIE FRANÇAISE D'ASSURANCE POUR LE COMMERCE EXTERIEUR, TAIWAN BRANCH A5, 6F, NO. 16, SEC. 4, NANJING E. RD., TAIPEI 10553, TAIWAN R.O.C.

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寄售庫存合約係指被保險人與買方簽署用於規範寄售品銷售之商品,且至少包括本附加條款第1條所列之條款規定的書面合約。

8. 主保險契約的其他條款未與本附加條款規定牴觸之部分,應準用於寄售保險。

