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# 科法斯產物應收帳款信用保險特別約定事項附加條款 (BE)

107. 03. 02 科保字第 1070025 號函備查 Bespoke General Provisions & Modules Endorsement (BE)

Notwithstanding the provisions of the credit insurance policy, it is agreed that below terms and conditions will be added into the policy:

# 1) OBSERVANCE OF THE TERMS OF THIS CONTRACT

The article 9.1 of the General Provisions is amended as follows:

9.1 If you do not pay the premium, in whole or in part, within sixty days of receiving a registered reminder from us, cover will be suspended for all of the debts. Cover will not be valid again until the full amount of the premium and the applicable interests and costs have been paid. We also reserve the right to terminate this contract.

## 2)ADDITIONAL ARTICLE ON EXTENSION OF DUE DATE

Notwithstanding Article 2.2. of the General Provisions of this contract and in the case you have accepted to make extensions of due date for invoices due by a buyer, cover can be maintained for deliveries made to this buyer on whom a notification of overdue account has or should have been given, when the two following conditions are fulfilled:

- the % of the trade receivables for which you have granted extensions of due dates beyond your maximum credit period does not exceed 25% of the overall amount of trade receivable the buyer owes you;
- the amount of the extended debt does not exceed NTD3,500,000 per buyer

## 3)GRACE PERIOD

It is agreed that our decisions of cancellation or reduction of credit limits will take effect 1 month in case of cancellations and 4 months for reductions after the date of our notice (the "Grace Period").

However, deliveries made during the Grace Period will not be covered if, at the time of delivery or shipment or performance of services, any of the following applies:

- The buyer owes you a debt more than 210 days from the date when the goods sold or the services performed are invoiced, or
- The buyer is insolvent

#### 4) BACK-DATING OUR COVER

Notwithstanding the provisions of Module B7.05, our cover will be backdated:

- for the initial cover, 60 days before the effective date of our decision 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. 法商科法斯產物保險股份有限公司台灣分公司 - 10553 台北市松山區南京東路四段 16號 6樓 A5 室電話. +886 2 2577 5797 - 傳真. +886 2 2577 5795 taipei@coface.com - www.coface.com.tw



- for an increase of cover, to the date of our initial decision of cover.

This cover applies to debts arising during these periods, under the following conditions:

- the debts are not overdue,
- the invoices in respect of those debts have been sent to the buyer within the maximum invoicing period,
- the credit period initially granted to your buyer does not exceed the maximum credit period.

# 5)F3.05 PREMIUM ON TURNOVER DECLARATION

The Module F3.05 is deleted and replaced by the following:

The premium is calculated by applying the premium rate stated in the Schedule to the value of all the sales to which this contract applies, subject to the minimum premium.

#### 1 - TURNOVER DECLARATION

You must **notify** us, in the agreed form and until expiry of the declaration period, of the turnover - including VAT if applicable - made within the scope of this contract during the preceding reporting period.

If the invoices are issued in a currency other than the currency provided for in the schedule, you will have to convert the amounts into the currency of this contract at the Exchange Rate in force the day the invoices are issued

In case of non renewal of this contract, you still have to **notify** the turnover relating to the last reporting period.

If you fail to send us a declaration within the allocated time and despite our written reminder or if you fail to declare the all turnover falling within the scope of this contract, cover will cease to apply to the **debts** not declared, but you will still have to pay us for the corresponding premium. We also reserve the rights to terminate this contract.

#### 2 - PREMIUM

- 2.1. The minimum premium is payable in instalments or deposits. The first instalment/ deposit will be made upon execution of this contract.
- 2.2. The possible balancing payment owed by you according to the contractual minimum premium payment already made, will be invoiced to you upon receipt of the last turnover declaration for the insurance period concerned.
- 2.3. All the amounts specified in this contract in respect of premium are amounts before any tax or duty is added. All amounts (including if applicable taxes and duties) will be paid within the period specified on the invoices.

## 6)B7.05 CREDIT IMITS

The Module B7.05 is deleted and replaced by the following:

The credit limit is determined:

- either by you within the discretionary or consultation zone,
- or by us within the underwriting zone.

#### 1 - DISCRETIONARY ZONE

- 1.1 You may set the credit limit applicable to your buyers yourself if the credit limit does not exceed the *Consultation level* fixed in the schedule, according to the following conditions:
  - your Buyer must be located in a *country* listed for this facility in the Schedule. We reserve the right to modify the list of *countries* concerned during the *insurance period*,



- when setting the credit limit, under the responsibility of the *Credit Manager* designated in the Schedule, you must comply with the rules of your *Credit Management Procedure*, also specified in the Schedule. Any change of the *Credit Manager* or the *Credit Management Procedure* must be submitted to us for written approval.
- the *specific insured percentage* applicable to this facility is set out in the Schedule.

-It is specified that in case of claims concerning outstanding balances exceeding the consultation level only, we reserve the right to check if you complied with the rules of your Credit Management procedure.

-if the @rating is NR, you will be covered up to NTD1,700,000.

- 1.2- Providing that you have subscribed to our on-line system, you can consult us within this zone to know the @rating we grant to your buyer. If we have not yet granted an @rating for your buyer, you can ask us for a credit limit, according to the conditions specified in article 3 below. Then you will be covered, except if the @rating is X or if we refuse a credit limit, up to the *underwriting level*, or respectively, if it is more favourable for you:
  - either up to the amount of the @rating we grant to your Buyer, according to the *scale* fixed in the Schedule,
  - or up to the credit limit,

and you will then benefit from the *insured percentage* provided for in the Schedule for the buyers approved by us.

### 2 - CONSULTATION ZONE

If the credit limit you intend to set:

- is higher than the *Consultation level*, for buyers located in a *country* mentioned in article 1.1, and lower than or equal to the *Underwriting level*,
- is lower than or equal to the *Underwriting level*, for buyers located in any others *countries*,

you may set yourself the credit limit, according to the following conditions:

- when setting the credit limit, under the responsibility of the Credit Manager designated in the Schedule, you must comply with the rules of your Credit Management Procedure, also specified in the Schedule. Any change of the Credit Manager or the Credit Management Procedure must be submitted to us for written approval.
- You have to consult us to know the @rating we grant to your buyer. If we have not yet granted an @rating for your buyer, if the @rating is NR or if you have not subscribed to our on-line system, you have to ask us for a credit limit, according to the conditions specified in article 3.

Then you will be covered as specified in article 1.2. above.



#### 3 - UNDERWRITING ZONE

Above the *Underwriting level*, the credit limit will be set by us, as specified below:

- 3.1. Providing that you have subscribed to our on-line system, you have to consult us to know the @rating we grant to your buyer. Then you will be covered up to the amount of the @rating as per the *scale* and the *insured percentage* fixed in the Schedule, except if the @rating is X.
- 3.2.- If you have not subscribed to our on line system, or if the amount of the @rating we grant does not suit you regarding the credit limit you are expecting, or if we have not yet granted an @rating for your Buyer, you have to request a credit limit. This credit limit sets the maximum amount covered and any specific conditions as may be applicable to it.
  If our credit limit is subject to your obtaining a security, this security must be valid and enforceable.
  Our credit limits are confidential: you undertake not to disclose the contents of our credit limits to any third party that is not noted in this contract. For the persons who
- are noted in this contract, you undertake that they will keep them confidential.

  3.3.- When requesting an initial or revised @rating or credit limit, you must advise us of any adverse information and of any overdue account for which, at the date of the

#### 4 - VALIDITY AND CHANGE OF COVER

request, the *maximum credit period* has expired.

For each buyer on which we have granted either an @rating or a credit limit, we will provide a monitoring service. Unless otherwise specified on the credit limit **notice** in the case of credit limits, our decisions regarding @rating or credit limits will become effective on the date we receive your request and they are not limited in time and remain valid for the amount granted unless we give you **notice** of reduction or cancellation of cover. We have the right to refuse, reduce or cancel an @rating or a credit limit at any time and should we do so, then the refusal, reduction or cancellation will become effective for deliveries, shipments or performance of services made from the date of our **notice**.

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