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保戶查詢其投保及最近一期繳費狀況專線:(02) 2577-5797

科法斯產物應收帳款信用保險預付款附加條款(A)

109.04.30 科保字第1090022號函備查

MODULE

A32.01 COVER OF ADVANCE PAYMENTS TO SUPPLIERS WITH DECLARATION ON TURNOVER (A)

1- RISK COVERED

1.1 This module guarantees:

- i) the reimbursement of any losses you may sustain as a result of the non-reimbursement of the advance payments paid to each of your suppliers for **delivery** or **shipment** of goods or performance of services ordered by you, on the condition that this non-reimbursement results directly and solely from the **insolvency** or protracted default of your suppliers.
- ii) cover for a **volume discount** after and in respect of a certain period of time, to be invoiced by you to the supplier on the condition that any loss results directly and solely from the **insolvency** or protracted default of your suppliers.

1.2 The advance payment is defined as the downpayment paid to your supplier according to **purchase order** (as defined hereinafter).

1.3 This module only covers the amount of the advance payments to the exclusion of the costs of any damages, penalties or interests.

2- CONDITIONS OF COVER

2.1 The cover of this module shall apply if the supplier has failed to deliver or ship the goods or perform the services ordered in compliance with the **purchase order** and has failed to return the advance payment. Any **delivery** or **shipment** of goods or services performed will be set off against the advance payment.

2.2 A credit limit on the supplier, set by you within the Discretionary zone, or by us, shall be effective before your advance payment is made.

2.3 The value of the advance payment cannot exceed *the maximum percentage of the advance payment* as defined in the schedule.



2.4 The terms of payment for the **volume discount** do not exceed the *maximum credit period* defined in the Schedule

2.5 The period between the advance payment is made and the actual **delivery** or **shipment** of goods or performance of services as defined in the **purchase order** must not exceed the *maximum execution period* set in the Schedule.

2.6 No provision of your Credit Insurance contract allowing an extension of cover after we have reduced or cancelled a Credit Limit or @rating Limit or an Express Credit Limit can apply to the cover of advance payments.

3-DECLARATION OF YOUR ADVANCE PAYMENTS AND PREMIUM

The premium due for the cover of this module is calculated by applying the *premium rate* stated in the Schedule to the value of the aggregate amount:

- of the advance payments paid to your supplier in the event of the **insolvency** or protracted default of your supplier and only when the media has not been assigned to an end buyer , and
- of the **volume discount** invoice to your supplier in the event of **insolvency** or protracted default of your supplier and when such invoice is not in accordance with a determined buyer.

3.1 The premium due in respect of the cover of advance payments and **volume discounts** will be invoiced to you together with the premium due in respect your contract.

4 – MODIFICATIONS OF YOUR CONTRACT PROVISIONS

4.1 For the purpose of this module, the word “buyer” of the General Provisions, Schedule and modules of your contract should be read as “supplier” when applicable.

4.2 For the purpose of this module, Definitions of the General Provisions are modified as follows:

- i. **adverse information** means any event you may become aware of which has led or may lead to a deterioration of your supplier’s financial situation such as but not limited to the failure of the supplier to deliver or ship the goods or to perform the services ordered at the end of the *Maximum execution period*;
- ii. **debt** means the first advance payment paid to your supplier pursuant to the **purchase contract** and falling within the scope of this contract;
- iii. **delivery** means that (i) the goods have been made available to you or any person acting on your behalf or (ii) the advance payment is repaid to you, at the place and on the terms specified in the **purchase contract**;
- iv. **net debt** corresponds to the balance of a loss account including (a) on the debit side, the first advance payment paid to a supplier covered under this module (including, VAT if applicable) and (b) on the credit side, the amount of any **recoveries** received by you or by us to the date of drawing up of the loss account.
- v. **purchase contract** means any agreement in any form which is legally binding upon you and your supplier and by which your supplier is bound for the delivery of good or services against payment, and for which a first advance payment shall made by you
- vi. **volume discount** means a reduction or an incentive provided by your supplier to you based on achieving a pre-determined volume of media bookings for a pre-determined period of time that has been contractually agreed between you and your supplier.

4.3 For the purpose of this module, the following articles of the General Provisions are modified:

4.3.1 Article 2.3 is replaced as follows:



"2.3 Notifications of **adverse information** and notification of **insolvency**

You must notify us in writing:

- (i) As soon as you become aware of any **adverse information** concerning the supplier,
- (ii) As soon as you become aware of the **insolvency** of the supplier and of any first advance payment not set off by **delivery** nor reimbursed by the supplier,
- (iii) Immediately of any **delivery** or payment from the supplier after you have notified an **insolvency**."

The remaining provisions of this contract shall apply mutatis mutandis to this module as applicable.