日本财产保险（中国）有限公司

国内贸易短期信用保险条款

第一章　总则

第一条　本保险合同由保险条款、投保单、保险单、保险凭证以及批单组成。凡涉及本保险合同的约定，均应采用书面形式。

第二条　本保险合同中的部分名词具有特定含义，见本基本条款“释义”部分。

第三条　凡在中华人民共和国境内注册的企业均可作为本保险合同的投保人和被保险人。

第二章　保险责任

第四条　承保事故

被保险人于保险期间内交付货物或提供服务，且于本保险合同保险单所载明的最长发票期限内向买方开具相关发票，而买方于付款日不付款所导致的债款的损失，保险人依照本保险合同的规定承担赔偿责任。

第三章　责任免除

第五条　因下列合同导致被保险人的损失，保险人不负赔偿责任：

（一）被保险人与其关联企业或一般消费者签订的销售合同。

（二）采用下述付款方式的销售合同：

1、在交付前结清货款；

2、以在中华人民共和国注册的银行出具的保兑不可撤销信用证为结算方式。

第六条　保险人对被保险人的下列损失，也不负赔偿责任：

（一）超过信用额度的损失。

（二）被保险人未遵守本保险合同中信用额度的附属规定所导致的损失。

（三）被保险人在保险人已拒绝或取消该买方的信用限额后，仍交付货物或提供服务所导致的损失。

（四）被保险人在下列情形发生后交付货物或提供服务所导致的损失：

1、在该买方尚未清偿债款的情况下，被保险人已经或应该向保险人发出该买方的负面讯息或逾期债款通知；

2、被保险人已经或应当获悉买方已丧失清偿能力。

（五）因被保险人或其代理人未遵守销售合同项下任何条款所导致的损失。

（六）因被保险人及其代理人在没有取得必要的证照的情况下或违法违规的情况下交

付货物或提供服务所导致的损失。

（七）直接或间接由下列原因导致的损失：

1、任何原因导致的核爆炸或核污染；

2、法国、中华人民共和国、俄罗斯联邦、英国、美国中任何两国或多国之间的战争（无论是否宣战）。

（八）因未能收到债款所产生的利息、违约金或其他惩罚性赔偿所导致的损失。

第七条　保险人亦不承担下述原因所导致的被保险人的损失：

（一）与各级政府部门所签订的销售合同；

（二）由于各级政府部门所采取的决定，导致销售合同无法履行或债款无法偿还。

第四章　赔偿限额

第八条　在每一保险期间内，保险人累计承担的最高赔偿责任，以本保险合同保险单所载明的最高责任限额为限。

第五章　保险期间、保险责任起始时间

第九条　本保险合同的保险期间以保险单载明为准。

第十条　保险责任起始时间

对所有属于本保险合同承保范围、无争议的债款，保险人承保责任起始于下列时刻：

（一）货物销售：完成货物交付时起。

（二）提供服务：以销售合同约定的（买方）应支付的服务提供之日起

第六章　保险费

第十一条　本保险设最低保险费，以保险单载明金额为准。

第七章　保险人义务

第十二条　订立本保险合同时，保险人应向投保人说明本合同的条款内容。对保险合同中免除保险人责任的条款，保险人在订立合同时应当在投保单、保险单或其他保险凭证上作出足以引起投保人注意的提示，并对该条款的内容以书面或者口头形式向投保人作出明确说明。

第十三条　本保险合同成立后，保险人应当及时向投保人签发保险单或其他保险凭证。

第十四条　保险人收到被保险人的赔偿保险金的请求及第九章约定的索赔证明和材料后，应当及时作出是否属于保险责任的核定。

保险人应当将核定结果通知被保险人；对属于保险责任的，保险人应依据第二十五条和第二十六条赔偿处理的约定履行赔偿保险金义务。保险人依照前款的规定作出核定后，对不属于保险责任的，应当自作出核定之日起三日内向被保险人发出拒绝赔偿保险金通知书，并说明理由。

第八章　投保人、被保险人义务

第十五条 订立保险合同，保险人就保险标的或者被保险人的有关情况提出询问的，投保人应当如实告知。

投保人故意或者因重大过失未履行前款规定的如实告知义务，足以影响保险人决定是否同意承保或者提高保险费率的，保险人有权解除保险合同。

前款规定的合同解除权，自保险人知道有解除事由之日起，超过三十日不行使而消灭。自合同成立之日起超过二年的，保险人不得解除合同；发生保险事故的，保险人应当承担赔偿保险金的责任。

投保人故意不履行如实告知义务的，保险人对于合同解除前发生的保险事故，不承担赔偿保险金的责任，并不退还保险费。

投保人因重大过失未履行如实告知义务，对保险事故的发生有严重影响的，保险人对于合同解除前发生的保险事故，不承担赔偿保险金的责任，但应当退还保险费。

保险人在合同订立时已经知道投保人未如实告知的情况的，保险人不得解除合同；发生保险事故的，保险人应当承担赔偿保险金的责任。

第十六条 被保险人应谨慎地向买方提供信用限额及信用期限，必须如同未获得本保险合同时一样合理、勤勉、认真地管理本保险合同所承保的所有业务。被保险人还应采用所有必要、合理的措施，以保全可对买方或第三方主张或行使的一切权利。

除非经保险人书面同意，被保险人须自行承担本保险合同未承保的风险。

第十七条 被保险人首次给予买方的信用期限不得超过本保险合同保险单所载明的最长信用期限。被保险人可一次或多次延长信用期限，但所有信用期限合计不得超过本保险合同保险单所载明的最长信用期限。

第十八条 被保险人对于下述应收债款，除非保险人事前许可，不得给予买方延展付款日：

（一）如果延展后的付款日已超过本保险合同保险单所载明的最长信用期限。

（二）保险人已经取消该买方信用额度。

（三）被保险人已经或应该向保险人提交该买方发生逾期债款的通知。

第十九条 被保险人应于知悉下述情况后立即以书面形式通知保险人：

（一）买方的任何负面信息。

（二）买方丧失清偿能力。

（三）在到了逾期债款申报期限（具体期限详见保险单约定）时，买方仍未偿还逾期债款。

（四）在向保险人通知发生逾期债款后，收到买方支付的任何债款。

第二十条 出现逾期债款时，被保险人必须采取所有必要的措施以避免或减少损失。被保险人必须尽最大努力去争取有利于双方取回货物或收回债款的时机和权利。

第二十一条 被保险人必须按时支付本保险合同项下应支付的所有费用。

第二十二条　投保单所填内容发生重大变化，尤其是被保险人的企业经营性质、经营范围或法律地位等内容的重大变化，被保险人应于变化发生后 10 日内通知保险人。

第二十三条　被保险人须允许保险人行使调查权利。被保险人须提供任何与**销售合同**有关的文件和经核证的副本，并允许保险人进行相关核查，包括核查被保险人是否履行合同义务，是否向保险人全面、准确、真实的进行申报。

第二十四条　在任何损失导致的赔偿的情况下，被保险人必须向保险人提供与买方的交易文件及相关材料来证明货物的交付或装运或服务的履行，包括但不限于授权的第三方物流公司签发的运单。

如有被保险人未能履行其提供上述所需文件及材料的义务，使保险人无法鉴定有关货物的交付或装运或服务的履行的事实的情况下，对这些无法鉴定的损失保险人将不承担责任。

第九章　赔偿处理

第二十五条　被保险人只有在完全遵守本保险合同的所有规定，尤其要遵守第二十四条规定向保险人提供交付证据，并提供有关债款的所有书面证据与能获得的担保证据，有关买方丧失清偿能力的书面证据（如适用）后，保险人始负赔偿责任。

第二十六条　如果买方丧失清偿能力，保险人在收到有关丧失清偿能力的书面证据及有关债务的所有文件后三十天内支付赔款。

第二十七条　如果由于其他原因买方不付款，保险人将会在收到被保险人提交《发生逾期债款通知并要求保险人介入申请书》之日起五个月的等待期届满时确定赔偿金额。被保险人已经向保险人提交所有相关债款的书面证据，保险人将在该等待期届满后三十天内支付相关赔款。

第二十八条　保险人以债款净额乘以本保险合同保险单所载明的承保比例计算赔款；但如果债款净额超过本保险合同保险单所载明的信用额度，则以该信用额度乘以承保比例计算赔款。

第二十九条　追偿额按以下规定进行处理：

（一）被保险人通知保险人发生逾期债款后收到任何追偿额，必须立即通知保险人。

（二）赔款给付前收回的追偿额，将从未偿还的债款中减除，并用于结清发票日期最早的发票。

（三）赔款给付后收回的追偿额，在已支付的赔款金额以内的款项归保险人所有。如果收回的追偿额总额超出债款，超出部分在扣除追偿费用以后退还被保险人。

第三十条　赔偿支付以后，在赔偿金额范围内保险人对被保险人所拥有的、与被保险债款相关的本金、利息及抵押物（担保）的权利拥有代位求偿权。被保险人应为保险人获得和有效行使代位求偿权提供必要的文件及协助，及在必要的情况下将有关的文件、权证转让或转交给保险人。

保险人获得代位求偿权后，并不因此免除被保险人采取必要措施依法追偿债款及依照保险人指示处理该债款相关事宜的义务。

第三十一条 当发生债款争议时，保险人停止支付任何相关的赔偿金额，直至争议由仲裁机构或法院作出具有法律效力的裁定或判决。保险人支付赔偿金额所依据的具有法律效力的裁定或判决必须明确认定买方应给付被保险人的债款金额，对被保险人及买方均有约束力，并具有可执行性。在此前提下，保险人将根据本保险合同的规定，对债款进行理赔。

第三十二条 保险人于支付赔款后，经确认该损失不属本保险合同承保的损失，或如果买方丧失清偿能力而该笔债款最终未被列入清偿范围内，保险人有权要求被保险人返还赔款。

第三十三条 被保险人只有事前经保险人书面同意后，才可将本保险合同项下的赔偿受偿权转让给第三方，但该转让不改变被保险人依照本保险合同所应履行的义务。该第三方的赔偿受偿权不得大于被保险人的权利，且保险人在本保险合同项下享有的权利始终有效。

在赔偿受让人为金融机构时，被保险人可按照上述有关转让的规定，将债权同时转让给该金融机构。

第十章 其他事项

第三十四条 如果被保险人丧失清偿能力或停止经营业务，保险人享有从相关事件发生之日起解除本保险合同的权利。

第三十五条 被保险人应按保险单约定方式交付保险费。

（一）约定一次性交付保险费的，被保险人在约定交费日后交付保险费的，**保险人对保费到帐之前发生的应收帐款不承担保险责任。**

（二）约定分期交付保险费的，若被保险人未及时支付全部或部分保费，在保险人书面催缴保费通知送达后 15 天内仍未全额缴清应付保费，则本保险合同效力中止。被保险人缴清保费全额及相关利息、费用后，经保险人同意，保险责任可以复效。保险人享有解除本保险合同的权利。

（三）如果被保险人单方面提出中途退保，保险责任开始前，被保险人要求解除合同的，保险人须收取一定手续费，相当于最低保费的 10%；保险责任开始后，被保险人要求解除合同的，对保险责任开始之日起至合同解除之日止期间的保险费，按短期保费（最低保费乘以年费率百分比）和应缴保费（有效保险期间内实际申报金额乘以费率）二者中高者计收短期保险费。

短期费率表（不足一个月的按一个月计收）

保险期间已经过月数（个月）	1	2	3	4	5	6	7	8	9	10	11	12
最低保费百分比（%）	20	30	40	50	60	70	75	80	85	90	95	100

（四）依据上述第（三）条描述的保费的规定，如果因在保单终止前发生的交付行为而产生的债款出现要求赔偿的情况，且赔付的金额超过按上述第（三）条规定计算出的被保险人的应付保费，则保险人将按保单约定的最低保费全额收取保费。

（五）由于被保险人不遵守本保险合同而导致本保险合同失效、中止或被解除，保险人不返还已收保费，同时被保险人必须立即支付所有应付保费。

第十一章 争议处理

第三十六条 本保险合同适用中华人民共和国法律（不包括港澳台地区法律）。合同各方之间有关本保险合同的一切争议，由各方友好协商解决。如协商不成，提交保险单载明的仲裁机构仲裁；保险单未载明仲裁机构的，依法向中华人民共和国境内（不包括港澳台地区）人民法院起诉。

第十二章 释义

第三十七条

（一）负面信息

指任何被保险人知道或应当知道的导致或可能导致买方财务状况恶化的事件或资讯。

（二）关联企业

指任何（1） 由被保险人直接或间接控制的企业；（2）直接或间接控制被保险人的企业；以及（3） 与被保险人受同一第三方直接或间接控制的企业

（三）债款

指在本保险承保范围内，买方根据销售合同应支付的发票全额的总额。

（四）交付

当货物在销售合同中指定的地点交给买方或他的任何代理人时，即视为交付。

（五）争议

指任何因债款数额、被保险人权利和债款的效力以及被保险人与买方之间欠债的抵消等事项所产生的意见分歧。

（六）付款日

指销售合同中所规定的买方支付销售款项之日。

（七）丧失清偿能力

买方发生下列情形中任何一种时，则视为丧失清偿能力：

1、由人民法院依法宣告破产。

2、就法院判决对买方进行强制执行时，买方的资产不足以清偿部分或全部债款。

3、根据人民法院的判决，买方为其所有债权人的利益，与债权人达成转让、和解或其他协议。

4、应买方债券持有人或其他债权人的申请，指定了财产管理人。

（八）债款净额

债款净额按以下方法计算：本保险合同保险单承保范围内的货物及服务的商业发票金额

扣除保险人或被保险人在截至确定损失金额前追偿所得的款项以及由于承保事故发生导致被保险人无须支出的费用。

若销售合同规定了下述金额，则上述发票金额包括：

1、增值税（若增值税属本保险合同承保范围）；

2、应收债款到期日前应付的利息，但到期日后产生的利息不计；

3、包装费、运费、保险费及应由买方负担的各项税额，但不包括迟付利息和罚款或损失。

（九）不付款

指买方未能按销售合同指定的时间、地点支付债款。

（十）通知

被保险人/保险人在其主要营业场所收到对方以信函、电报、传真或经双方同意书面约定的其他电子方式提供的文件的告知。

（十一）逾期债款

指在本保险合同承保范围内，买方未能在销售合同指定的日期、地点以指定的货币支付的债款。

（十二）一般消费者

非用于经营活动所需而购买货物或接受服务的民事主体。

（十三）追偿额

指无论于赔款给付前后，由保险人或被保险人从买方或与债款有关的第三方所取得的任何款项，包括：

1、由于延迟付款所产生的利息；

2、因执行担保或向担保人追偿所得的金额；

3、被保险人签发的债款减项单；

4、任何进行抵消所获得的对应的价值。

5. 被保险人因销售或保留已追回的或可以追回的货物而取得的任何收益，以前述被保险人所取得的实际收益或发票金额的50%（除非该百分比另有规定） – 按照二者中的价值较高者计算。

（十四）销售合同

指对买卖双方均有约束力、有付款规定的销售货物或提供服务合同。试销合同和寄售合同除外。

（十五）担保

指为确保买方依约履行债务而由买方或第三者与被保险人签订的抵押、质押、保证、留置、定金等从属合同。

Short Term Domestic Credit Insurance contract

GENERAL PROVISIONS

Chapter 1 General Statements

Article 1 This insurance contract consists of the General Provisions, Application Form, the schedule and endorsements. Any agreement relating to the insurance contract shall be made in written form.

Article 2 Please note that in this contract terms in **heavy type** are defined in “Definitions”.

Article 3 The Insured and the Insurer are legal entities registered in PRC..

Chapter 2 Insurance Cover

Article 4 Risk covered – cause of loss

Provided that the **delivery** of the goods, or the performance of the services, is carried out within the insurance period and that the corresponding invoices are sent to the buyer within the maximum invoicing period *specified in the Schedule*, this contract covers the loss due to **non-payment** of your **debts** on **due date**.

Chapter 3 Exclusions

Article 5 This contract does not cover any sales contract

1) you make with a private individual or with an associated company.

2) under which payment is to be received:

i) before delivery,

ii) by means of an irrevocable letter of credit confirmed by a registered bank in People's Republic of China,

Article 6 This contract does not cover any loss:

i) which is in excess of the credit limit,

ii) where you have not complied with any terms which may be attached to the credit limit,

iii) relating to deliveries or performance of services made after we have refused or cancelled a credit limit,

iv) relating to deliveries or performance of services made with :

- **a buyer for whom a notification of adverse information or overdue account has, or should have been given, if the debt remains unpaid,**
- **a buyer already considered insolvent, which you know or should have known**

v) arising from a failure, by you or any one acting on your behalf, to fulfil your obligations under any clause or condition of the sales contract,

vi) relating to deliveries or performance of services made without the necessary licence or, more generally, in violation of any applicable law or regulation,

vii) arising directly or indirectly from :

- **nuclear explosion or nuclear contamination, whatever its origin,**
- **a war, whether declared or not, between two or more of the following countries : France – People's Republic of China – Federation of Russia – The United Kingdom – The United States of America.**

viii) sustained on interest for late payment or any penalties or damages.

Article 7 Moreover, this contract does not cover any loss arising from:

- **sales contract made with government departments and local authorities of different levels,**
- **consequences of a decision taken by local and / or central government that hinder the execution of the sales contract or prevent the payment of the debt.**

Chapter 4 Limit of Liability

Article 8 The total amount paid in respect of the claims relating to **debts** arising from risks in a single insurance period will not exceed the maximum liability as *specified in the Schedule*.

Chapter 5 Insurance Period and the Commencement of the Cover

Article 9 The insurance period of this contract is fixed as *specified in the Schedule*.

Article 10 Commencement of cover

The credit insurance cover we provide, for all undisputed **debts** to which this contract applies, will start as follows:

1) for sales of goods

on **delivery**,

2) for services

on performance of the services for which payment is due.

Chapter 6 Premium

Article 11 A minimum premium is set in this insurance and is fixed as *specified in the Schedule.*

Chapter 7 Obligations of the Insurer

Article 12 In concluding this insurance contract, We shall explain to You the contents and terms of this contract in written or oral form. In terms of the exclusions in this contract, We shall give a sufficient explanation of these exclusions, in the application form, insurance policy or any other insurance documents .

Article 13 After the establishment of this insurance contract, We shall issue the insurance policy or other insurance certificates to You on a timely basis.

Article 14 After the **notification** of **overdue account,** the written evidence and all the documents establishing the **debt** defined in **Chapter 9 CLAIM PAYMENT** are all complete, We will determine timely whether the claim is within the scope of the insurance cover and if We have a claim liability.

We shall notify You the determination. We shall aim to fulfil our obligations for such indemnity or payment for events falling within the scope of insurance cover according to Article 25 and Article 26 of the General Provisions.

After making a determination according to the act stipulated in the foregoing paragraph, We shall issue to You a notice declining indemnity for any claim not under the provisions of the contract within 3 working days after the decline decision is made and will address the reasons for the decline to You.

Chapter 8 Obligations of the Insured

Article 15 You shall make honest disclosure of the information relating to subject matter of the insurance and relevant circumstances concerning the insured if required by us when concluding the insurance contract.

We shall have the right to terminate the contract if you intentionally, or due to gross negligence, fail in performing the obligation of making honest disclosure and thereby that failure might materially affect our decision in accepting to cover your risk or in raising premiums.

The right to terminate the contract as specified in the preceding paragraph shall be extinguished if it is not exercised within 30 days after the date on which we learn of the reason for termination.

If you deliberately fail to perform your obligation of making an honest disclosure, we shall not be liable to make payment for the claim in connection with the insured cover prior to the contract termination and shall not refund the insurance premium

If you fail in performing your obligation of making an honest disclosure due to gross negligence and thereby materially affect the occurrence of the risk covered, we shall not be liable to make payment for the claim in connection with the insured cover prior to the contract termination, but shall refund the insurance premium

If the failure of your obligation to honestly disclose information is acknowledged by us when concluding the contract, we shall not terminate the contract and shall be liable to make claim payment if the covered risk occurs.

Article 16You must exercise due care in granting credit to your buyers, with regard to both the amount and the period of credit, and must manage all business which is covered under this contract with at least the same diligence and prudence as you would reasonably be expected to exercise were it not insured. You must also use all reasonable endeavours to preserve your rights against both your buyers and any third parties.

You must keep for your own account any portion of the risk not covered by us, unless we agree in writing.

Article 17 The initial credit period you grant to your buyers must not exceed the maximum credit period *as specified in the schedule.* You may grant one or more extension periods, provided that the total duration of the credit period does not exceed the maximum credit period *specified in the schedule*.

Article 18 You must obtain agreement from us before you extend a due date:

i) if the extended due date falls outside the maximum credit period *specified in the schedule* ,

ii) for a buyer on whom we have cancelled a credit limit,

iii) for a buyer for whom a notification of overdue account has, or should have, been made.

Article 19 You must notify us in writing:

i) as soon as you become aware of any **adverse information** concerning a buyer,

ii) as soon as you have information indicating that a buyer has become **insolvent**,

iii) of any **overdue account** which remains unpaid at the time limit for notification of overdue account (value to be specified in the schedule).

iv) immediately of any sums you receive after you have notified us of an **overdue account**.

Article 20 In case of **overdue account** you must take all measures as may be considered necessary, whether by you or by us, to prevent or minimise the consequences of the claim. You must pursue diligently and in good time any rights you may have over, including rights to recover goods or to protect your or our rights or to secure the payment of the **debt**.

Article 21 You will pay all amounts due from you under this contract as they fall due.

Article 22 You must inform us within 10 days of any substantial change in the information given in the application form, particularly in the nature or the scope of your activities or in your legal status.

Article 23 You undertake to allow us to exercise the right of discovery, and particularly you will provide us with any documents and/or certified copies relating to your **sales contracts** and will allow us to make any check, including verifying whether you have fulfilled your obligations and made your declarations in a complete, exact and truthful manner.

Article 24 In the event of any losses that result in a claim, you must provide us with the trading documents with buyers and relevant materials to prove the **delivery** or **shipments** of goods or performance of services, including but not limited to the waybill that issued by a third party licensed logistic company.

In case that you fail to fulfill your obligation providing the documents and materials required as above which makes us unable to identify the facts regarding goods delivery or shipment or performance of services, , we are not liable for these losses which cannot be identified.

Chapter 9 CLAIM PAYMENT

Article 25 The claim payment can only be made if you have duly complied with all the terms of this contract notably provided us with the evidence of the **delivery** as per the article 24, and have sent us all written evidence of the **debt** and the **security** possibly obtained and, if applicable, of the **insolvency** of the buyer.

Article 26 If your buyer is **insolvent**, the claim is paid within 30 days of our receipt of the written evidence of the **Insolvency** and all the documents establishing the **debt**.

Article 27 For other reasons of **non-payment** of your debt, the claim payment is calculated at the end of a five-month waiting period after we have received your **notification** of **overdue account** with request for intervention. Claim payment is made within 30 days of this period provided that you have sent us all written evidence of the **debt**.

Article 28 We will pay the insured percentage as specified in the Schedule of the net debt or of the credit limit if the net debt exceeds the credit limit.

Article 29 Recoveries are subject to the following provisions:

1 - You must let us know immediately of any recoveries you receive after you have notified us of an overdue account.

2 - Recoveries received before payment of a claim will be applied to the balance of the outstanding account and will be applied to the earliest invoices first.

3 - **Any recoveries received after the payment of a claim will be for our account within the limit of the claim paid.**

Should the total amount of recoveries exceed the claim paid, the portion of recoveries exceeding the claim paid will be for your account.

However, should the total amount of recoveries exceed the amount of the debt at the date when the claim was paid (including any interest for late payment), the excess would be for your account after deduction of the recovery costs.

Article30 After claim payment, up to the amount of the paid claim, we shall have full rights of subrogation to all your rights and actions in relation to the principal and the interests of the insured debt and to the security attached to it. You will give us any documents or titles we may require to exercise this subrogation effectively and will make any assignments or transfers required in our favour.

The subrogation will not relieve you of your obligation to take any such measures as may be deemed necessary to recover the debt and to comply with our instructions.

Article 31 In the event of a **dispute** arising in connection with the **debt**, cover is suspended in respect of a claim until the **dispute** is resolved by a legally valid arbitration award or court decision. This legally valid arbitration award or court decision, on the basis of which we would consider the claim to be paid, must clearly confirm the amount of debt to be paid by the buyer, be binding on both parties and enforceable. The debt will then be indemnified under the conditions provided for by this contract"

Article 32 We may require a claim payment to be returned to us if it subsequently appears that such a claim should not have been paid under the provisions of this contract and if, in the case of insolvency of the buyer, the debt is not subsequently admitted to rank.

Article 33 You may only assign your rights to payment of claims to a third party acting as the loss payee with our prior written consent. Your obligations under this contract will remain unaffected. This third party will have no more rights to payment than you, and our rights under this contract shall continue to be exercisable notwithstanding the assignment.

You may assign the title of the debts to the financial institution acting as the loss payee, provided that you have assigned the right to payment of claims as described above.

Chapter 10 Miscellaneous

Article 34 We reserve the right, if your company is in state of insolvency or in case you cease your business activity, to terminate this contract with effect from the relevant event.

Article 35 You shall pay the premium in the way *specified in the schedule*.

(1) If the premium is agreed to be payable in deposits but is paid after the agreed date, **we will not be liable for the debts which occurs before the premium is received by us.**

(2) If the premium is agreed to be payable in instalment but you do not pay the premium, in whole or in part, and still fail to make full payment within fifteen days of receiving a written reminder from us, cover will be suspended for the debts covered under the contract. Cover will not be resumed until the full amount of the premium and the applicable interests and costs are paid, subject to agreement by us. We also reserve the right to terminate this contract.

(3) If you terminate unilaterally the **Contract** by anticipation:

- before the commencement of our insurance liability, we will charge you a fixed amount corresponding to 10% of the *minimum premium*;
- after the commencement of our insurance liability, we will charge you a premium, the amount of which will be the higher of the following:

(i) amount based on the number of months elapsed between the commencement of our insurance liability and the termination of the **Contract**, and calculated by applying to the *minimum premium* the contribution percentage defined in the table below:

Number of months(*) elapsed	1	2	3	4	5	6	7	8	9	10	11	12
Corresponding contribution percentage	20 %	30 %	40 %	50 %	60 %	70 %	75 %	80 %	85 %	90 %	95 %	100 %

(*) In case of partial month, it will be calculated as one whole month.

(ii) amount calculated by applying the *premium rate* to your **Turnover** for each *declaration period* until the termination of the **Contract**.

Should the amount of premium charged under this clause exceed the premium already paid by you, we will refund you the difference.

(4) By derogation to paragraph 3 above, in case of an indemnity due in relation to a **Debt** arising from a **Delivery** made before the termination of the **Contract**, we will charge you the total amount of the *minimum premium* if such amount exceeds the amount due by you under paragraph 3.

(5) In the event of the cover is, due to the non-observance of the terms specified in this contract, forfeited, suspended or in case of termination of this contract, no return of premium will be made by us and all premium payable will be immediately due.

Chapter 11 Settlement of disputes

Article 36 This contract is subject to the PRC Law (HongKong, Taiwan and Macau excluded).

Any dispute which may arise between the parties in respect of this contract, which the parties have not been able to settle amicably, shall be submitted to the specified arbitration organization agreed by both parties in the policy. If there is no specified arbitration organization in the policy~~,~~ the disputes shall be settled by People's Courts in PRC. (HongKong, Taiwan and Macau excluded).

Chapter 12 DEFINITIONS

Article 37

ADVERSE INFORMATION

Any event you may become aware of which has led or may lead to a deterioration of your buyer's financial situation.

ASSOCIATED COMPANY

Any company directly or indirectly controlled by you, or which controls you directly or indirectly or is controlled directly or indirectly by the same company as controls you.

DEBT

Total amount of invoices owed by the buyer under a sales **contract** and falling within the scope of this contract.

DELIVERY

The goods are considered delivered when they have been made available to the buyer or any person acting on his behalf, at the place and on the terms specified in the **sales contract**.

DISPUTE

Any disagreement regarding the amount of a **debt** or the validity of your rights or **debts,** including any disagreement about setting off sums you may owe your buyer.

DUE DATE

Date when the buyer must pay for his **debt** according to the **sales contract**.

INSOLVENCY

Shall be deemed to occur in any f the following cases:

(i) the Buyer is declared bankrupt by the People's Court

(ii) in the course of execution of a judgment obtained against the Buyer, the levy of execution has not satisfied the Debt in full or in part ; or

(iii) according to a decision of a People's Court, the Buyer has made a valid assignment, or composition or other arrangement for the benefit of its creditors generally ; or

(iv) a receiver is appointed on behalf of debenture holders or other creditors of the Buyer.

NET DEBT

Corresponds to the balance of a loss account including:

<u>on the debit side</u>:

- the amount of the invoices, covered under this contract, issued for the goods sold or services performed, including, as appropriate :
  - ♦ the VAT, if this tax is covered under this contract,
  - ♦ any interest payable up to the due date, but none that accrues thereafter,
  - ♦ the packing, transport, insurance costs and any taxes owed by the buyer, with the exclusion of any interests for late payment and any penalties or damages ;

<u>on the credit side </u>:

- the amount of any **recoveries** received by you or by us up to the date of drawing up of the loss account and the total amount of the expenses that you did not have to pay as a result of the loss.

NON-PAYMENT

Non-payment of the **debt** by the buyer on the date and in the place specified in the **sales contract.**

NOTICE / NOTIFICATION

The date you or we receive a written notice from us or you at your or our administrative address by mail, telex, fax or by such electronic means as agreed upon by you and us in writing.

OVERDUE ACCOUNT

When a **debt** to which this contract relates has not been paid on the date, in the currency and in the place specified in the **sales contract**.

PRIVATE INDIVIDUAL

Refers to a person who buys goods or services for a purpose other than the purpose of his professional activity.

RECOVERIES

Any amounts received from the buyer or a third party, whether before or after the claim payment has been paid, including:

- any interest you or we receive on late payment,
- any **security** you or we realise,
- any credit note that you raise,
- any value arising from the exercise of any set-off,
- any proceeds of goods you have, or could have, recovered or kept. Where goods have or could have been recovered or kept the value of the proceeds is the actual value you have obtained or 50 % of the invoice value - unless other percentage specified - where that is greater.

SALES CONTRACT

Any agreement in any form which is legally binding upon the buyer and the seller and which is for the sale of goods or services against payment of a price.

Sales made on approval and consignment sales are not considered as sales contracts.

SECURITY

Any mortgage, charge, pledge, lien, personal guarantee or other encumbrance securing any obligation of a buyer.