

coface
FOR TRADE



TradeLiner

GENERAL TERMS

OUTSTANDINGS

/ GENERAL TERMS

Purpose of this Contract

Subject to and in accordance with the provisions of this **Contract**, We undertake to cover You for the risk of **Non-Payment** of your **Debts** arising from **Deliveries** You made during the *contract period* (risk attaching principle) and to indemnify You up to the *insured percentage* of the **Net Debt**.

Structure of this Contract

This **Contract** consists of the following documents:

- these General Terms,
- the Special Terms, including any *additional document* if any, and
- the Questionnaire submitted by You.

In case of inconsistency between the Special Terms and any other parts of this **Contract**, the Special Terms (including any *additional document* if any) shall prevail.

The terms in **bold** characters are defined in article 15 of the General Terms or in the body of the **Contract**.

The terms in *italics* are specified in the Special Terms.

All references in this **Contract** to “day(s)” refer to “calendar day(s)” unless expressly provided otherwise.

Adverse Information: any event You may become aware of and which could indicate that the **Buyer** may not be able to pay the **Debt**, such as but not limited to **Insolvency** of the **Buyer** or of an **Associated Company** of the **Buyer**, cash flow difficulties or deterioration of the reputation of the **Buyer**, substantial change or termination of your exclusive or long-lasting business relationship with the **Buyer**, legal action against the **Buyer** [*local examples may be added subject to Group validation*].

Associated Company: any company which (i) is controlled directly or indirectly by You, or (ii) controls directly or indirectly You, or (iii) is controlled directly or indirectly by the same company as controls You, where “control” means significant influence by participation in the management, administration or capital.

/ ARTICLE 1 : COVER

1.1 Scope of cover

1.1.1 Insurable Debts

Our cover shall apply to **Debts**:

- i) arising in the course of your *covered business activity*,
- ii) on a **Buyer** located in a *covered country*,
- iii) arising from **Deliveries** made during the *contract period*,
- iv) payable within the *maximum credit period* and
- v) for which the invoice is sent to the **Buyer** within the *maximum invoicing period*.

1.1.2 Insurable causes of loss

Our cover shall apply to any **Non-Payment** arising directly and exclusively from:

- i) your **Buyer's Insolvency**, or
- ii) your **Buyer's Protracted Default**.

1.2 Exclusion of cover

1.2.1 Excluded Debts

a) Our cover shall not apply to **Debts** due by a **Buyer** who is i) a **Private Individual**, ii) an **Associated Company**, iii) a **Public Buyer**, or iv) already subject to **Insolvency** on the date of **Delivery**.

b) Our cover shall not apply to **Debts**:

- i) payable before **Delivery**,
- ii) payable by irrevocable letter of credit confirmed by a bank registered in your country,
- iii) resulting from sales of goods made on approval or on consignment, or of goods in bonded warehouse or exhibited at a trade fair,
- iv) resulting from **Cash Against Documents Sales**,
- v) which are not required to be notified to Us pursuant to article 3.1.1.a) below,
- vi) which are at the date indemnification is triggered by Us in excess of the **Credit Decision**,
- vii) where You have not complied with any express condition which may be attached to the **Credit Decision**,
- viii) where a failure, by You or anyone acting on your behalf, to fulfill your obligations under the **Sales Contract** occurred, or
- ix) sustained on interest for late payment or any penalties or damages.

c) Our cover shall not apply to **Debts** arising from **Deliveries**:

- i) made after a **Refusal** or a **Cancellation**,
- ii) made to a **Buyer in Default**,
- iii) made with a **Buyer** for whom You have or should have notified Us **Adverse Information**, or
- iv) made in violation of any applicable laws or regulations.

d) Our cover shall not apply to **Debts** which are subject to a **Dispute**; in such a case, our cover shall be suspended until the **Dispute** is resolved in your favour by arbitration or by a final court decision, binding on both parties and enforceable in the **Buyer's** country.

e) Our cover shall not apply to any exchange rate losses.

1.2.2 Excluded causes of loss

Our cover shall not apply to any **Non-Payment** arising directly or indirectly from any of the following events:

- i) any **Political Event**,
- ii) any **Natural Disaster**,
- iii) a nuclear explosion or contamination,
- iv) a war, whether declared or not, between two or more of the following countries: France, the People's Republic of China, the Federation of Russia, the United Kingdom, the United States of America, or
- v) for your domestic transactions: any legislative or administrative measure in your country that prevents the performance of the **Sales Contract** or the payment of the **Debt**.

1.3 Commencement and termination of cover

Our cover shall start upon **Delivery**, provided that a **Positive Credit Decision** with respect to the **Buyer** is in force on the date of **Delivery**.

Our cover shall terminate immediately and automatically when cleared funds are duly credited by the **Buyer** to your account.

Buyer: a legal entity which is legally responsible for paying a **Debt** due to You under a **Sales Contract**.

Buyer in Default: a **Buyer** for whom You have or should have sent Us a **Notification of Overdue Account**.

Cancellation: **Credit Decision** whereby We cancel a Positive **Credit Decision** previously granted in respect of a **Buyer**.

Cash Against Documents Sales: sales where the applicable terms of payment provide that You shall keep title to and control over the goods until full payment has been made to the third party responsible for handing the documents of title over to the **Buyer**.

Collection Expenses: any justified and documented expenses incurred by You in accordance with this **Contract** in order to avoid or mitigate the loss and secure the payment of the **Debts** covered by Us, including expenses related to pre-legal and legal collection of the covered **Debts** and actions related to the realisation of **Securities**. Any expenses incurred by You in connection with the settlement of any **Dispute** shall not be regarded as **Collection Expenses**.

/ ARTICLE 2 : RISK MANAGEMENT

2.1 Diligence and prevention

You shall exercise due care in granting credit to your **Buyers**, with regard to both the amount and the period of credit, and shall 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 You not insured. You shall also use all reasonable endeavours to preserve your rights against both your **Buyers** and any third parties

2.2 Management of the credit period

The initial credit period You grant to your **Buyers** shall not exceed the *maximum credit period*.

You may grant one or more extension periods, provided that the total duration of the credit period does not exceed the *maximum credit period*.

You shall obtain our agreement before You extend the credit period:

- i) if the extended credit period falls outside the *maximum credit period*,
- ii) for a **Buyer in Default**, or
- iii) for a **Buyer** in respect of whom We notified a **Cancellation**.

2.3 Notification of Adverse Information

You shall notify Us as soon as and in any case no later than 10 days after You become aware of any **Adverse information** concerning a **Buyer**.

2.4 Credit Decisions

a) Your requests for Credit Decisions

Your request to obtain from Us a **Credit Decision** shall be made (through our *online system*) pursuant to the Special Terms.

You may at any time (through our *online system*) request for a modification (such as a reduction, withdrawal, or increase) of the **Credit Decision** previously set by Us.

When applying for an initial or revised **Credit Decision**, You shall notify Us of any **Overdue Account** exceeding 60 days from the **Due Date**.

b) Role of the Information Service Provider

Upon your request for a **Credit Decision** with respect to a **Buyer**, the **Buyer's** credit-worthiness shall be assessed and monitored by the *Information Service Provider*, such assessment being a piece of information on which we base our **Credit Decision**.

c) Notification and duration of our Credit Decision

Upon your request for a **Credit Decision**, We shall notify You of either a **Positive Credit Decision** or a **Refusal**.

Our **Credit Decisions** shall take effect as follows:

- in case of a new **Positive Credit Decision** other than a **Reduction** (including the case of a **Positive Credit Decision** which increases the amount of a previous **Positive Credit Decision**), such new Positive Credit Decision shall take effect retroactively 60 days before its notice, provided that at the date of your request You have no **Overdue Account** exceeding 60 days from the **Due Date** or **Adverse information**. Such new **Positive Credit decision** shall replace any **Credit decision** in force during the retroactive period and may not be cumulated with any prior **Credit Decision**. In case of retroactive **Credit Decision**, You shall make sure that You include in your activity declaration your **Debts** arisen during the retroactive period pursuant to article 6.1 below. If the conditions for retroactivity are not met, the **Positive Credit Decision** shall take effect at the date of your request.
- in case of **Reduction, Refusal** or **Cancellation**, such **Credit Decision** shall take effect on its notice. In that case:
 - **Deliveries** made to a **Buyer** after notice of **Reduction** shall only be covered to the extent that the **Outstanding** does not exceed the value of the new **Credit Decision**.
 - **Deliveries** made to a **Buyer** after notice of **Refusal** or **Cancellation** shall not be covered.

We may at any time revise our **Credit Decision** in respect of a **Buyer** and notify You a **Reduction**, a **Cancellation** or any new conditions or restrictions applicable to our **Credit Decision** being agreed that any **Debt** validly covered before such new **Credit Decision** remain covered.

d) Conditions attached to our Credit Decisions

Our **Credit Decisions** may provide that their validity is subject to specific conditions. If a **Credit Decision** is subject to your obtaining a **Security**, this **Security** shall be valid and enforceable at all times.

2.5 Uncovered Amount

You shall keep for your own account any portion of the Debt excluded from cover under article 1.2 above or for which no indemnification is due by Us pursuant to article 3.2.1 below. Such portion may not be insured or covered separately by any third party, except with our prior written consent.

Contract: the credit-insurance contract concluded between the legal entities identified herein as Contracting Parties and which includes these General Terms, the Special Terms, the Questionnaire and any *additional document listed* in the Special Terms.

Credit Decision : decision which is set pursuant to the Special Terms and determines the maximum covered amount of your **Outstanding** in respect of a given **Buyer**, if any.

Credit Limit: type of **Credit Decision** set by Us, as per article 2.1. of the Special Terms.

Debt: amount of one or more invoices owed by the **Buyer** under a **Sales Contract** and which falls within the scope of our cover as defined in article 1.1.1 above.

Delivery: occurs:

- for domestic sales of goods: when the goods are handed over or made available to the **Buyer**, or anyone acting on his behalf, at the place and pursuant to the terms specified in the **Sales Contract**. If it has been agreed between You and Your **Buyer** that the goods must be made available to the **Buyer**, the **Sales Contract** shall specify it expressly in writing.
- for export sales of goods: when the goods are handed over to a third party – generally a carrier – to take them to the place of delivery specified in the **Sales Contract** or, by absence of such

/ ARTICLE 3 : INDEMNIFICATION

3.1 Notification of Overdue Account and evidence of Debt

3.1.1 Notification of Overdue Account

a) You shall notify Us through our *online system* and within the *time limit for notification*, any **Overdue Account** remaining due at the date of your notification, if it exceeds the *notification threshold*.

b) In case of **Overdue Account**, You shall take all measures as may be considered necessary to prevent or minimise the consequences of the claim. You shall pursue diligently and in good time any rights You may have over the **Debt**, including rights to recover goods or to protect your or our rights or to secure the payment of the **Debt**.

3.1.2 Evidence of Debt

Upon our request and within the *waiting period*, You shall send Us all written evidence of the **Debt**, of the **Security** possibly obtained and if applicable of the **Insolvency** of the **Buyer**.

3.2 Indemnification

Indemnity in respect of a **Buyer** can result in indemnification of a **Debt** and/or indemnification of **Collection Expenses**.

3.2.1 Debt Indemnification

a) Indemnification level - Net Debt

Subject to a *deductible* as specified as the case may be in the Special Terms, We shall pay the *insured percentage* of the **Net Debt** or of the **Positive Credit Decision** if the **Net Debt** exceeds the **Positive Credit Decision**.

The **Net Debt** shall correspond to the balance of the following loss account:

on the debit side :

- the value of the invoices, covered under this **Contract**, including, as appropriate:
 - the VAT, if this tax is covered under this **Contract** as specified in the Special Terms
 - any interest payable up to the **Due Date** (excluding interests that accrue thereafter),
 - the packing, transport and insurance costs and any taxes owed by the **Buyer**.

on the credit side:

- the amount of any **Recoveries** received by You or by Us up to the date of calculation of the **Net Debt**.

b) Date of payment

Provided that You have complied with all the terms of the **Contract**, We shall indemnify You within 30 days from (i) the receipt by Us of all the documents specified in article 3.1.2 above in case of **Insolvency** of the **Buyer** or (ii) - the expiration of the *waiting period*, in all other cases.

3.2.2 Indemnification of Collection Expenses

Unless stated otherwise in the Special Terms, in addition to indemnification of the **Net Debt**, We shall also indemnify the **Collection Expenses** (VAT excluded) in accordance with the following provisions.

a) Indemnification level

Subject to a *deductible* as specified as the case may be in the Special Terms, We shall pay You the covered **Collection Expenses** up to the insured percentage applicable to the concerned **Debts**.

The covered **Collection Expenses** shall correspond to the **Collection Expenses** up to the cover ratio defined below.

The cover ratio is the ratio where:

- the numerator is the lowest of the **Net Debt** or the **Credit Decision**
- the denominator is the amount of the **Debt**.

The cover ratio shall be calculated when indemnification is triggered. When the **Debt** is fully paid before indemnification, the cover ratio shall be equal to 1.

b) Date of payment

- (i) **Collection Expenses** incurred before indemnification of the **Net Debt** shall be indemnified along with the indemnification of the **Net Debt**.
- (ii) **Collection Expenses** incurred after indemnification of the **Net Debt** shall be indemnified within 30 days from our receipt of a copy of the relevant **Collection Expenses'** invoices.

3.2.3 Maximum liability

The total amount of indemnity paid by Us with respect to the **Debts** and/or the **Collection Expenses** resulting from **Deliveries** made during a single *insurance period* shall not exceed the *maximum liability*.

3.3 Subrogation

Upon payment of an indemnity, We shall become subrogated in all your rights and actions in relation to the principal and the interests of the covered **Debt** and to the

a third party, when goods are handed over to the **Buyer**, or anyone acting on his behalf, at the place and pursuant to the terms specified in the **Sales Contract**.

- for performance of services: on the date of performance of the services for which payment is due pursuant to the **Sales Contract**.

Dispute: any disagreement regarding the amount of the **Debt** or the validity or enforceability of your rights, including any disagreement about setting off sums You may owe your **Buyer** involving setting off sums your **Buyer** claims You owe him under a **Sales Contract** or any other contractual arrangements between You and your **Buyer**.

Due date: the initial date when the **Buyer** must pay for his **Debt** according to the **Sales Contract**.

Insolvency: [local definition]

Natural Disaster: an environmental event such as but not limited to a volcanic eruption, earthquake, tidal wave, typhoon or flood.

Net Debt: the amount of loss calculated pursuant to article 3.2.1 above which may be indemnified according to the terms and conditions of this **Contract**.

Non-Payment: non-payment of the **Debt** by the **Buyer** on the date, in the currency and in the

Security attached to it. You shall give Us any documents or titles We may require to exercise this subrogation effectively and shall make any assignments or transfers required in our favour.

The subrogation shall not relieve You of your obligation to take such measures as may be deemed necessary to recover the **Debt** and to comply with our instructions.

3.4 Reimbursement of indemnity

We may require an indemnity to be returned to Us if it subsequently appears that such indemnity should not have been paid under the provisions of this **Contract** or if, in the case of **Insolvency** of the **Buyer**, the **Debt** is not admitted to rank.

3.5 Embargoes

Our cover may not apply and we will incur no liability to pay any claim insofar that the provision of such cover and/or payment of such claim would cause us or any member of our group to be exposed to any sanction or penalty (including extra territorial sanctions) originating out of or related to United Nation's resolutions or trade or economic sanctions, laws or regulations of the European union or of any State, whether these sanctions existed at the inception of the **Contract** or were implemented during the *contract period*.

/ ARTICLE 4 : COLLECTION

4.1 After a **Notification of Overdue Account**, You shall place with the *Debt Collection Agency* for amicable and if applicable legal collection the **Debts** covered by Us either in full or in part. You shall not take over the collection of the **Debts** or instruct any debt collection provider other than the *Debt Collection Agency* to collect the **Debts**, except with our prior written consent.

4.2 You shall cooperate and provide such assistance as required to enable the *Debt Collection Agency* to collect the **Debts**. In particular, You shall provide upon the request of the *Debt Collection Agency* and within the prescribed time limit, all written evidence of the **Debts** and of the **Securities** if any, as well as any information, document or title required by the *Debt Collection Agency* to collect the **Debts**.

4.3 You hereby authorize Us to represent You with full powers before the *Debt Collection Agency* for the purpose of managing on your behalf the collection of the **Debts**. In particular, You hereby grant Us to this effect an exclusive mandate to:

- (i) instruct the *Debt Collection Agency* to collect the **Debts** as soon as the **Notification of Overdue Account** is made;
- (ii) forward to the *Debt Collection Agency* all invoices and other documents or information relating to the **Debts**, including information concerning **Recoveries** received by You;
- (iii) receive from the *Debt Collection Agency* reporting items on the collection actions;
- (iv) receive from the *Debt Collection Agency* any **Recoveries** and allocate such **Recoveries** according to article 5.2 below;
- (v) accept any debt settlement agreement with the **Buyer**, including but not limited to any payment plan, debt reduction or assignment of payment right to a third party;
- (vi) decide whether or not to pursue legal proceedings and instruct accordingly the *Debt Collection Agency*.

You shall not intervene or liaise directly with the *Debt Collection Agency* without our consent.

place specified in the **Sales Contract**.

Notification of Overdue Account: notification of the **Overdue Account** pursuant to article 3.1.1 above.

Outstanding: the total amount - including VAT if applicable - calculated at any time, which is due or to be due by a **Buyer** to the extent that such amount falls within the scope of cover defined in article 1.1.1 above and is not excluded from cover pursuant to articles 1.2.1a),b)i),ii), iii), iv),c)i) and 3.5 above.**Overdue Account:** the amount of the **Debt** remaining unpaid.

Personal Data: means data which relate to a natural person (the "**Data subject**") who is or can

be identified from the data or from a conjunction of data into our possession (e.g. name, ID card number, etc.).

Political Event: any of the following events which occurs in case of export transactions:

- a war, declared or not involving the **Buyer's** country,
- a riot, civil war, rebellion, act of terrorism, revolution or any similar event in the **Buyer's** country,
- any legislative or administrative measure in your country that prevents the export,
- any governmental measure preventing the import, the transfer of the funds or exempting the **Buyer** from the payment, or
- any currency devaluation

/ ARTICLE 5 : RECOVERIES

5.1 Notification of Recoveries

After the **Notification of Overdue Account**, You shall inform Us (through our *online system*) within the *recovery notification period* of any **Recoveries** received by You.

5.2 Allocation of Recoveries

Recoveries received before the indemnification is triggered by Us are for your account and shall reduce the **Debt**. Such **Recoveries** shall be allocated in the chronological order of the relevant **Due Dates**, any different allocation provided by third parties will not be binding to Us.

Recoveries received after the indemnification is triggered by Us are for our account up to the amount of the indemnity paid with respect to the **Debt**, and the balance will be for your account up to the amount of the **Debt**.

Should the total amount of **Recoveries** received before or after the indemnification is triggered by Us exceed the total amount of the **Debt**, the excess shall be allocated between You and Us to set off the **Collection Expenses** incurred respectively by You and Us.

The date of trigger by Us of the indemnification shall be set forth in our statement of indemnification sent to You.

/ ARTICLE 6 : ACTIVITY DECLARATION, PREMIUM AND FEES

6.1 Activity declaration based on the Outstanding

For your activity declaration, You shall declare Us, through our *online system* and within the *declaration period*, the **Outstanding** on all your **Buyers** as of the last day of each month.

You shall include in your activity declaration all amounts due for as long as payment has not occurred or until expiration of the *waiting period* in case of **Notification of Overdue Account**. Regardless of the mean of payment defined in the **Sales Contract**, the payment is deemed to occur when cleared funds are duly credited to your account.

In particular, all amounts due in relation to **Deliveries** which are made to a **Buyer** prior to a **Reduction** or **Cancellation** shall continue to be declared pursuant to the provisions above.

However, you may not declare:

- amounts arising from **Deliveries** which are made to a **Buyer** after a **Refusal**.
- should you have the facility under this **Contract** to determine a **Credit Decision** yourself: amounts arising from **Deliveries** made to a **Buyer** on whom you have been unable to justify a **Credit Decision** under such facility,

In the case we should grant a **Credit Decision** on a given **Buyer** that is insufficient to cover the full value of the **Outstanding** relating to such **Buyer** (and only provided that you have requested cover for the full value of the **Outstanding** within the past 12 months), you may only declare the value of the **Credit Decision** granted rather than the full value of the **Outstanding**.

Notwithstanding the termination of this **Contract**, You shall continue to declare Us, pursuant to the provisions above except expressly provided otherwise in the Special Terms, your **Outstanding** relating to **Deliveries** made before termination of this **Contract** for as long as payment has not occurred or until expiration of the *waiting period* in case of **Notification of Overdue Account**.

6.2 Premium

The premium shall be calculated by applying the *premium rate* to the total **Outstanding**, subject to the *minimum premium*.

You shall pay Us the premium amount as it falls due pursuant to the Special Terms. Notwithstanding the termination of this **Contract**, You shall continue to pay Us the premium pursuant to the provisions above for as long as You declare or should declare pursuant to article 6.1 an **Outstanding** in relation to **Deliveries** made before termination of this **Contract**.

Positive Credit Decision: **Credit Decision** which is not a **Refusal** or a **Cancellation** including **Credit Decision** We grant partially compared to the requested amount.

Private Individual: a person who buys goods or services for a purpose other than the purpose of his professional activity.

Protracted Default: failure of the **Buyer** to fully pay the **Debt** at the expiration of the waiting period, provided that such failure is not due to **Insolvency**, a **Political Event** or a **Natural Disaster**.

Public Buyer: **Buyer** which is a (i) central government authority, (ii) a regional or local authority, or (iii) a department or agency thereof.

Recoveries: any amounts received, whether before or after indemnification, from the **Buyer** or a third party in relation to the **Debts** having arisen before the Insolvency of the **Buyer**, including:

- any interest You or We receive on late payment
- any Security You or We realise,
- VAT (including credit or refund received from the fiscal authorities when the **Debt** was covered VAT included)
- any credit note that You raise,

6.3 Fees

6.3.1 Service Fees

You shall pay to the *Information Service Provider* and the *Debt Collection Agency* the fees due pursuant to the Special Terms.

6.3.2 Management fee due to Us

You shall pay Us pursuant to the Special Terms a management fee for each **Notification of Overdue Account**.

6.4 Taxes and duties

All amounts specified in this **Contract** in respect of premium and fees are exclusive of taxes and duties.

6.5 Set-off

You shall not be entitled to apply any set-off against any payments You may consider We owe You, even if We recognize that We shall indemnify You with respect to a **Debt**.

/ ARTICLE 7 : DURATION

7.1 Duration

This **Contract** shall enter in force on the *inception date* and remain in force for the first *insurance period*. This **Contract** shall then be renewed by tacit agreement for further *insurance periods* unless either party notifies the other of his decision not to renew this **Contract** by registered letter at least 90 days prior to the end of the *insurance period*.

7.2 Condition Precedent

Our obligations under this **Contract** shall be subject to the receipt by Us on the *inception date* of the *deposit* if applicable.

7.3 Early termination

We reserve the right to notify you the termination of this **Contract** at any moment by registered letter if You are subject to **Insolvency** or You cease your business activity. If We exercise our right to terminate, the **Contract** shall terminate on the earliest date permitted by law as notified by Us and the premium shall be due on a pro-rata basis according to the effective duration of the **Contract**.

/ ARTICLE 8 : CURRENCY

If invoices are issued in a currency other than the *currency of the contract*, they shall be converted into the *currency of the contract*, as follows:

- a) for calculating the **Net Debt**:
at the *exchange rate* in force on the last working day of the month that the relevant invoices were issued with any payments received in respect of these invoices being converted at the same rate.
- b) for the **Recoveries** received after indemnification:
at the actual rate when You or We collected such amounts or failing such rate, the *exchange rate* on the value date mentioned on the bank credit note.
- c) for the activity declaration referred to in article 6.1 above: at the *exchange rate* in force on the last working day of the month that the relevant invoices were issued.

- any value arising from the exercise of any set-off,
 - any proceeds of goods You have, or could have, recovered or kept.
- Reduction: Credit Decision** whereby We reduce the amount set in a previous **Credit decision**.
- Refusal: Credit Decision** whereby We refuse a cover in respect of a **Buyer**.
- Sales Contract:** any agreement in any form which is legally binding upon You and your **Buyer** and which is for the sale of goods or the provisions of services against payment of a price.**Security:**

- any mortgage, charge, pledge, lien, personal guarantee or other encumbrance securing any obligation of a **Buyer**.
- Turnover:** the total amount - including VAT if applicable - of all the **Debts** less the **Debts** excluded from cover pursuant to articles 1.2.1a),b)i),ii),iii),iv),c)i) and 3.5 above.
- VersVG:** Austrian Insurance Contract Act (Federal Act No. 1959/2 in the respective valid version).

/ ARTICLE 9 : COMMUNICATION

9.1 Except expressly provided otherwise in this **Contract**, any notice, notification and more generally any communication made under or in relation to the **Contract** shall be validly made at the addresses set out in the Special Terms (i) by facsimile, (ii) by recorded delivery post with advice of receipt, (iii) by express courier delivery service via an internationally known courier company, (iv) by electronic messaging (e-mail) or through our *online system*, (v) by sending the document via a file transfer platform, (vi) by mail; or to any other persons, addresses, fax numbers or e-mail addresses notified subsequently in accordance with this article.

You shall inform Us of any change to the addresses set out in the Special Terms.

9.2 You acknowledge that any exchanges having taken place in electronic format have the same legal value as hard copy documents.

9.3 Communications shall take effect upon receipt and shall be deemed to have been received (i) in the case of sending by facsimile, on the date shown on the transmission report, (ii) in the case of notification by recorded delivery post with advice of receipt, on the date of first presentation, (iii) in the case of delivery by express courier service, at the time of receipt, (iv) in the case of sending by electronic message or through our *online system*, at the time the message is transmitted to the intended recipient's server and thus is capable of being read by the addressee, (v) in the case of sending via a document transfer platform, as soon as You are notified by e-mail that there is a document on the platform for uploading.

/ ARTICLE 10 : PERSONAL DATA PROTECTION

All capitalized terms not otherwise defined in this Article shall have the meaning ascribed to them in the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of **Personal Data** and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR").

Coface Group is committed to the protection of **Personal Data** as provided for in the European laws and regulations on **Personal Data**, and particularly in GDPR. As part of Coface group, We are concerned to apply the protective rules related to **Personal Data** for Your benefit. In view of the above, You are informed of the following protection rules regarding **Personal Data** You provide Us for the establishment and the management of this **Contract**.

10.1 Personal Data provided by You under the **Contract** may be used for regulatory purposes, for the management of the **Contract**, as well as for Coface legitimate interests. To these extents, Your **Personal Data** will be processed on the legal basis referred to, respectively, in Articles 6(1)(b) and 6(1)(c) of the GDPR and for the purposes of Coface Group's reasonable business interests within the meaning of Article 6(1)(f) of the GDPR. For the purposes set forth above and for the needs of credit assessment, credit management, credit insurance, reinsurance, information, debt collection, bonding, factoring and financing activities and businesses of Coface Group, as well as for the purposes of any new business or activity developed by any Coface Group entity, **Personal Data** provided by You under this **Contract** may be processed and used by and transferred to other members of Coface Group or to Coface partners, including, where applicable, outside the European Union, as well as to Coface Group reinsurers, brokers and third party services providers providing services such as IT and infrastructure, customer service, e-mail delivery, auditing and other services, to third party experts and advisers including legal counsels, tax advisers or auditors or to any other persons as expressly agreed with You or as required or permitted by any applicable law.

To ensure an adequate level of protection for Your **Personal Data** if transferred to recipients located outside the EU/EEA, Coface enters into agreements with the recipients which include, when applicable, the standard **contractual** clauses issued by the European Commission pursuant to Article 46(2)(c) of the GDPR. A copy of such agreements can be obtained from Coface's Data Protection Officer.

Your **Personal Data** will be stored for as long as needed or permitted in light of the purposes for which it was collected and, in any case, for no longer than until the expiry of the statute of limitations for legal proceedings relating to the **Contract**, extended to the duration of any ongoing litigation proceeding, or for the length of time set forth by any legal obligation to which We are subject. The **Personal Data** of other persons, including **Personal Data** of debtors, will be processed on the legal basis referred to in Articles 6(1)(b), 6(1)(c) and 6(1)(f) of the GDPR and will be stored for the same retention periods as set forth above.

10.2 As Data Subject, You are entitled, under the conditions provided for by the GDPR and by any specific law or regulation, to request to review, correct, update, modify, suppress, restrict or delete any **Personal Data** previously provided, or to request to receive an electronic copy of Your **Personal Data** in order to transmit it to another company to the extent Your right to data portability is provided by applicable law.

You can exercise all these rights by contacting Mr. Franck Marzilli, Coface Group's Data Protection Officer, in charge of our **Personal Data** Protection service at the following e-mail address: dataprotection-austria@coface.com (in German or English) or coface_dpo@coface.com (French only) or at the following addresses:

In German or English

Coface, Niederlassung Austria
To: Compliance Officer
Marxergasse 4c, 1030 Vienna, Austria

In French

Compagnie française d'assurance pour le commerce extérieur
Data Protection Office/Group Compliance Department
1, place Costes et Bellonte - 92270 BOIS-COLOMBES

We will respond to your request in accordance with the applicable law.

In the event of any irregularities, all persons whose **Personal Data** will be processed pursuant to this Article will have the right to file a complaint with the Supervisory Authority pursuant to Article 57(1)(f) of GDPR. The competent Supervisory Authority is:

Österreichische Datenschutzbehörde

Barichgasse 40-42, 1030 Wien
Phone Number: +43 1 52 152-0
E-mail: dsb@dsb.gv.at

Coface Group's competent Supervisory Authority is:

Commission nationale de l'informatique et des libertés
3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07
Phone Number: +33 01 53 73 22 22

The Controllers of Personal Data processed for all the above mentioned purposes is:

Compagnie française d'assurance pour le commerce extérieur SA Niederlassung Austria, Coface Austria Kreditversicherung Service GmbH, Coface Central Europe Holding GmbH, having its registered office at Marxergasse 4c, 1030 Wien, Austria

10.3 We may use **Personal Data** provided by You for promotion purposes, for example to inform You of new products or products from members of Coface Group or of any change in existing products. Your **Personal Data** will not be sold to any third party for marketing campaigns without Your prior consent. In addition, You shall have the right to object to the use of Your **Personal Data** for marketing reasons at any time by contacting the service referred to in paragraph above upon which Coface will immediately cease and desist from any further use of Your **Personal Data** for such purpose.

You can be contacted by telephone and/or by e-mail for Coface's marketing of its products and services purposes.

Your **Personal Data** will be processed for Coface's marketing purposes based on your consent until it is revoked. Your consent is voluntary and may be revoked at any time, and You are entitled to object to the processing of Your **Personal Data** for these purposes, upon which Coface will immediately cease and desist from any further use of Your **Personal Data** for such purpose. You may exercise Your rights by sending an e-mail to: dataprotection-austria@coface.com.

By authorizing to be contacted by telephone and/or by e-mail, Your **Personal Data** (i.e. name, first name, gender, postal address, e-mail address, telephone numbers landline and mobile) will be processed for Coface's marketing purposes, which are in Coface's reasonable business interests on the basis of Article 6(1)(f) of the GDPR.

10.4 You shall provide **Data subjects** explicitly respective employees with the information referred to in paragraphs 1, 2 and 3 above.

/ ARTICLE 11 : ASSIGNMENT

You may not assign to a third party your rights to indemnification and/or the **Debts** without our prior written consent, such consent being materialised through the execution of an endorsement of this **Contract** to this effect.

/ ARTICLE 12 : INFORMATION AND CONTROL

12.1 Advising Us of changes

This **Contract** has been made on the basis of the information submitted by You in the Questionnaire. You shall inform Us within 10 days of any substantial change in the information given in the Questionnaire, particularly in the nature or the scope of your activities or in your legal status.

12.2 Right of discovery

You undertake to allow Us to exercise the right of discovery, and particularly You shall provide Us with any documents and/or certified copies relating to your **Sales Contracts** and shall 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 13 : BREACH OF OBLIGATIONS

13.1 Lack of complete activity declaration

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 **Outstanding** falling within the scope of this **Contract**, We will be released from payment of indemnification with regard 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** within one month from the date we discovered the breach according to § 6, par 1 of the **Austrian Insurance Contract Act (= VersVG)**.

13.2 Non-payment of premium or fees

a) In the event of non-payment of either the first premium or a single one-off premium (fully or partly) and upon our request and written reminder for payment, We are entitled to cancel this **Contract** pursuant to § 38, par 1 of the Austrian Insurance Contract Act. Unless complete payment of the premium has been made, We are not obliged to indemnify according to § 38, par 2 of the **VersVG**. If You do not pay any subsequent premium completely within a period of 2 weeks after receipt of Our written reminder,

We are entitled to cancel this **Contract** without notice in accordance with § 39, par 3 of the Austrian Insurance Contract Act. According to § 39, par 2 **VersVG**, We are not obliged to indemnify should any claim occur after the expiry of this period.

We shall also be entitled to invoice You late payment interests equal to the legal interest rate in force on the due date.

We also reserve the right to deduct the amounts due from the *deposit* and/or terminate the **Contract**.

b) In case of non-payment of the fees, in whole or in part, within the prescribed time, We reserve the right to invoice You late payment interest and a fixed penalty as detailed in paragraph a) above.

13.3 False or incomplete statements

We have the right to terminate the **Contract**, refuse to pay any indemnification and require any indemnities to be returned to Us:

- if any statement You made to Us was false or incomplete (especially when You applied for this **Contract**, when You made a request for a **Credit Decision** or when a cause of loss occurred), unless you can show that such breach took place without gross negligence or wilful misconduct and that there is no causality link between your breach and either the existence or the scope of the claim, or
- if You do not comply with your obligations pursuant to article 12.2 above.

13.4 Other failures

Any other failure to fulfil your obligations under the **Contract**, including article 3.1.2 above, shall forfeit your right to cover for the **Debts** concerned and if indemnification has already been paid for this **Debt**, You shall reimburse Us for such payment.

13.5 Consequences of forfeiture of cover or termination of this Contract

In case of forfeiture of the cover or termination of this **Contract** for non-observance of the terms of the **Contract**, no return of premium shall be made by Us and all premium payable shall be immediately due.

/ ARTICLE 14 : CONFIDENTIALITY

You shall keep confidential and not disclose to any third party including your **Buyers** the **Credit Decisions** (including any conditions attached to them), except with our prior written consent.

/ ARTICLE 15 : DEFINITIONS

Adverse Information: any event You may become aware of and which could indicate that the **Buyer** may not be able to pay the **Debt**, such as but not limited to **Insolvency** of the **Buyer** or of an **Associated Company** of the **Buyer**, cash flow difficulties or reputation deterioration of the **Buyer**, substantial change or termination of your exclusive or long-lasting business relationship with the **Buyer**, extensions of bills of exchange agreed after **Delivery**, default on direct debit mandates, dishonouring of cheques or bills of exchange, legal action against the **Buyer**.

Associated Company: any company which (i) is controlled directly or indirectly by You, or (ii) controls directly or indirectly You, or (iii) is controlled directly or indirectly by the same company as controls You, where "control" means significant influence by participation in the management, administration or capital.

Buyer: a legal entity which is legally responsible for paying a **Debt** due to You under a **Sales Contract**.

Buyer in Default: a **Buyer** for whom You have or should have sent Us a **Notification of Overdue Account**.

Cancellation: Credit Decision whereby We cancel a Positive **Credit Decision** previously granted in respect of a **Buyer**.

Cash Against Documents Sales: sales where the applicable terms of payment provide that You shall keep title to and control over the goods until full payment has been made to the third party responsible for handing the documents of title over to the **Buyer**.

Collection Expenses: any justified and documented expenses incurred by You in accordance with this **Contract** in order to avoid or mitigate the loss and secure the payment of the **Debts** covered by Us, including expenses related to pre-legal and legal collection of the covered **Debts** and actions related to the realization of **Securities**. Any expenses incurred by You in connection with the settlement of any **Dispute** shall not be regarded as **Collection Expenses**.

Contract: the credit-insurance contract concluded between the legal entities identified herein as Contracting Parties and which includes these General Terms, the Special Terms, the Questionnaire and as the case may be any *additional document* listed in the Special Terms.

Credit Decision: decision which is set pursuant to the Special Terms and determines the maximum covered amount of your **Outstanding** in respect of a given **Buyer**, if any.

Credit Limit: type of **Credit Decision** set by Us, as per article 2.1. of the Special Terms.

Data Subject: any natural or legal person or group of natural persons, whose **Personal Data** are processed.

Debt: amount of one or more invoices owed by the **Buyer** under a **Sales Contract** and which falls within the scope of our cover as defined in article 1.1.1 above.

Delivery: occurs:

- for domestic sales of goods: when the goods are handed over or made available to the **Buyer**, or anyone acting on his behalf, at the place and pursuant to the terms specified in the **Sales Contract**. If it has been agreed between You and Your **Buyer** that the goods must be made available to the **Buyer**, the **Sales Contract** shall specify it expressly in writing.- for export sales of goods: when the goods are handed over to a third party – generally a carrier – to take them to the place of delivery specified in the **Sales Contract** or, by absence of such a third party, when goods are handed over to the **Buyer**, or anyone acting on his behalf, at the place and pursuant to the terms specified in the **Sales Contract**.
- for performance of services: on the date of performance of the services for which payment is due pursuant to the **Sales Contract**.

Dispute: any disagreement regarding the amount of the **Debt** or the validity or enforceability of your rights, including any disagreement about setting off sums You may owe your **Buyer** involving setting off sums your **Buyer** claims You owe him under a **Sales Contract** or any other contractual arrangements between You and your Buyer.

Due date: the initial date when the **Buyer** must pay for his **Debt** according to the **Sales Contract**.

Insolvency: shall be deemed to occur as of the date in any of the following instances:

- a) insolvency proceedings have either been instituted or rejected by the court owing to the lack of assets, or
- b) a settlement has been arranged out of court with all creditors and we agree to accept, or
- c) a levy of execution on the property of the buyer instigated by the Insured has not resulted in full satisfaction of the **Debt**, or
- d) at the domicile of the debtor an event occurs which in legal terms corresponds to a fact set forth in a) to c).

The term “insolvent“ will be construed accordingly.

Natural Disaster: an environmental event such as but not limited to a volcanic eruption, earthquake, tidal wave, typhoon or flood.

Net Debt: the amount of loss calculated pursuant to article 3.2.1 above which may be indemnified according to the terms and conditions of this **Contract**.

Non-Payment: non-payment of the **Debt** by the **Buyer** on the date, in the currency and in the place specified in the **Sales Contract**.

Notification of Overdue Account: notification of the Overdue Account pursuant to article 3.1.1 above.

Outstanding: the total amount - including VAT if applicable - calculated at any time, which is due or to be due by a **Buyer** to the extent that such amount falls within the scope of cover defined in article 1.1.1 above and is not excluded from cover pursuant to articles 1.2.1a),b)i),ii), iii), iv),c)i) and 3.5 above.

Overdue Account: the amount of the **Debt** remaining unpaid.

Personal Data: means information relating to a **Data Subject** who is identified or identifiable from the data or from a conjunction of data into our possession. **Personal Data** may include, as applicable and without limitation, data on You, your contacts, revenues, account balances and defaults, and data on your customer base.

Political Event: any of the following events which occurs in case of export transactions:

- a war, declared or not involving the **Buyer's** country,
- a riot, civil war, rebellion, act of terrorism, revolution or any similar event in the **Buyer's** country,- any legislative or administrative measure in your country that prevents the export,
- any governmental measure preventing the import, the transfer of the funds or exempting the **Buyer** from the payment, or
- any currency devaluation.

Positive Credit Decision: Credit Decision which is not a **Refusal** or a **Cancellation** including **Credit Decision** We grant partially compared to the requested amount.

Private Individual: a person who buys goods or services for a purpose other than the purpose of his professional activity.

Protracted Default: failure of the **Buyer** to pay fully the **Debt** at the expiration of the *waiting period*, provided that such failure is not due to **Insolvency**, a **Political Event** or a **Natural Disaster**.

Public Buyer: Buyer which is a (i) central government authority, (ii) a regional or local authority, or (iii) a department or agency thereof.

Recoveries: any amounts received, whether before or after indemnification, from the **Buyer** or a third party in relation to the **Debts** arisen before the **Insolvency** of the **Buyer**, including:

- any interest You or We receive on late payment
- any Security You or We realize,
- VAT (including credit or refund received from the fiscal authorities when the **Debt** was covered VAT included)
- 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.

Reduction: Credit Decision whereby We reduce the amount set in a previous **Credit decision**.

Refusal: Credit Decision whereby We refuse a cover in respect of a **Buyer**.

Sales Contract: any agreement in any form which is legally binding upon You and your **Buyer** and which is for the sale of goods or the provisions of services against payment of a price.

Security: any mortgage, charge, pledge, lien, personal guarantee or other encumbrance securing any obligation of a **Buyer**.

Turnover: the total amount - including VAT if applicable - of all the **Debts** less the **Debts** excluded from cover pursuant to articles 1.2.1a),b)i),ii),iii),iv),c)i) and 3.5 above.

VersVG: Austrian Insurance Contract Act (Federal Act No. 1959/2 in the respective valid version).



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