

General Conditions

**Supply of capital goods and/or
services**

Credit risk

GC 340/11

Abroad

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This is an English translation of the Dutch original. In case of any discrepancy between the original and the translation the original Dutch text will prevail.

Part I.**Definitions**

Insurer	The State of the Netherlands.
Atradius	The naamloze vennootschap (public limited company) Atradius Dutch State Business, which pursuant to Article 3, sub-section 5 of the Kaderwet financiële verstrekingen Financiën (Dutch law on export credit support), enters into Insurance Agreements and issues in the name and for the account and risk of Insurer guarantees to Dutch exporters, investors and financiers of export and investments and manages these insurance agreements and guarantees for the account and risk of Insurer, including, but not limited to, the settlement of insurance claims and the pursuance of collections.
Contract	The contract concluded between the Insured and the Buyer, particulars of which are given in the Schedule.
Effective date of the Contract	The date on which the Contract was signed by the Insured and the Buyer or, if the Contract contains conditions regarding the effective date, the date on which all such conditions are fulfilled.
Insurance Agreement	The agreement, concluded between the Insured and the Insurer, consisting of the Schedule, these General Conditions, Particular conditions and possible appendices.
Schedule	The policy document, in which the Particulars of the Insurance agreement are specified.
Credit Risk	The risk of not receiving payment of Insured Receivables insofar as the goods and/or services have been delivered to the Buyer.
Insured Receivables	The amount(s) receivable by the Insured from the Buyer under the Contract relating to <ul style="list-style-type: none">- the instalments in which the contract price must be paid;- wage and price rises and additional work, insofar as they relate to (a) receivable(s), as specified the Schedule under Policy Particulars;- interest on the amounts referred to in 1 and 2 until the agreed due dates on the basis of the agreed rate of interest.
Payment Received	A payment shall be deemed to have been received by the Insured on receipt of euros in the euro zone or, if the Insured chooses to hold foreign currency, on amounts received in foreign currency being credited to its foreign currency account with a bank in any country.
Insolvency	Exclusively, any of the following situations: <ol style="list-style-type: none">1. the Buyer is declared bankrupt;2. the Buyer is granted temporary or permanent suspension of payments;3. a settlement out of court offered by the Buyer is accepted with the agreement of Insurer;4. enforcement of a judgment which has not resulted in full payment of the Insured Receivables;5. a judicial debt repayment arrangement has been imposed on the Buyer; and procedures or situations abroad whose effect is comparable with bankruptcy, suspension of payments or a judicial debt repayment arrangement.
Moratorium	General suspension of debt repayment announced by the government of the country of the Buyer or by the government of another country through which the payment of an Insured Receivable has to be made.
Transfer Problems	Statutory or administrative measures outside the Netherlands which forbid local deposits, or a situation in which the transfer of amounts deposited by the Buyer or its guarantor is prevented or delayed as a result of political events, economic difficulties, shortages of foreign currency, or statutory or administrative measures outside the Netherlands.
Conversion Problems	A generally applicable measure taken in the country of the Buyer or its guarantor whereby a deposit made by the Buyer or its guarantor would discharge him, but at the time of transfer generates less than the amount receivable when converted into the currency of the Contract as a result of a change in exchange rate, or the application by the government of the country of the Buyer or its guarantor of a conversion rate which is less favourable than the generally-used reference rate for converting local currency into a convertible currency.

- Force Majeure** An impediment not attributable to the Insured and/or the Buyer to the performance of the Contract by the Insured, or an impediment to payment of the Insured Receivables as a result of the occurrence outside the Netherlands of, for example:
- a. international measures: resolutions by international organisations that the Netherlands has to implement;
 - b. war: war, civil war, revolution, civil disturbance, terrorism, sabotage;
 - c. general strike;
 - d. catastrophe: hurricane, earthquake, volcanic eruption, flood or other type of natural disaster;
 - e. nuclear disaster: nuclear fusion, nuclear fission or radioactive contamination;
 - f. epidemic.
- Government Intervention** An impediment not attributable to the Insured and/or the Buyer to the performance of the Contract by the Insured, or an impediment to the payment of the Insured Receivables as a result of measures, actions, decisions or default of a foreign government, other than Moratorium, Transfer Problems, Conversion Problems or Force Majeure.
- Protracted Default** The fact that the Buyer has not paid an Insured Receivable by the date of the expiry of the Waiting Period to the extent that the non-payment is not a consequence of Insolvency, Moratorium, Transfer Problems, Conversion Problems, Force Majeure or Government Intervention.
- Waiting Period** The period after the expiry of which the Insured is entitled to make a claim for indemnification. The period, which is specified in the Schedule, shall start in the case of manufacturing loss: on the date on which performance of the Contract is discontinued; in the case of credit loss: on the due date of the relevant Insured Receivable.
- National content** The difference between the contract price and the price of the goods and/or services obtained from abroad. Also, goods and/or services of foreign companies that are part of the same group as the Insured may count as national content, provided that the mother company is based in the Netherlands.

Part II. Description of cover

Article 1.

Risks covered

The insurance shall cover the Credit Risk, as a direct result of one of the following events occurring, to the extent specified in the Schedule:

1. Insolvency;
2. Moratorium;
3. Transfer Problems;
4. Conversion Problems;
5. Force Majeure;
6. Government Intervention;
- or
7. Protracted Default.

Article 2.

Exclusions

- a. A loss shall not be eligible for indemnification if it is a result of:
 1. errors or omissions in the wording of the Contract and/or the security specified in the Schedule;
 2. agreements entered into between the Insured and the Buyer or a guarantor which depart from the Contract;
 3. actions of intermediaries, with the exception of the collecting bank;
 4. damage in transit or transit damage as a consequence of war or any other property damage, unless the payment obligation of the Buyer remains in force;
 5. tax obligations of the Insured in the country of the Buyer;
 6. settlement of a Payment Received at an exchange rate other than that prevailing on the effective date of the Contract;

7. conclusion and/or purchase of a foreign exchange forward contract or other financial instruments aimed at controlling the foreign exchange risk;
 8. the absence of any licence required by the Insured and the absence of any licence required by the Buyer, unless the Insured can show that it exercised due diligence in establishing that the Buyer had obtained all the requisite licences before the effective date of the Contract, except those which cannot, under the regulations generally applicable in the country of the Buyer, be obtained until a later date;
 9. seizure of the Insured's assets by creditors.
- b. Loss resulting from claims made under bank guarantees provided on behalf of the Insured is also not eligible for indemnification.

Article 3.

Basis for the insurance

The information supplied by the Insured for the purpose of effecting the insurance shall serve as the basis for the insurance. The Insured is responsible for the conformity between the Contract and/or the securities as laid down in the Schedule and what has been stipulated in the Insurance Agreement, irrespective of the fact if the documentation regarding the Contract and/or the securities have been submitted to the Insurer or have been at their disposal.

Article 4.

Duration of Insurer's risk

- a. For each Insured Receivable the Insurer's risk starts as soon as and insofar as the goods and/ or services have been delivered to the Buyer, as specified in the Schedule.
- b. Insurer's risk ends as soon as and insofar as the Insured has received payment of the Insured Receivables.

Article 5.

Cover percentage and maximum indemnification

- a. Insurer shall pay the cover percentage of the loss as specified in the Schedule, calculated in accordance with Part IV of this Insurance Agreement.
- b. The total of all indemnification under this Insurance Agreement shall not exceed the amount specified as the "Maximum indemnification payable" in the Schedule.
- c. If the calling of bonds is also insured under supplementary cover to this Insurance Agreement, indemnifications under that supplementary cover shall not limit the indemnification under this Insurance Agreement.

Article 6.

Conditions for indemnification

- a. The Insured shall be entitled to claim indemnification only if:
 1. the Insured has fulfilled its obligations towards the Buyer and any guarantors fully and by the due date(s).
 2. the Insured has complied with all the statutory and administrative obligations to which it is subject in the country of the Buyer with respect to performance of the Contract;
 3. The Insured has received on its account the instalment(s) which had to be paid on the Contract taking effect as specified in the Schedule under Conditions of Payment;
 4. The Letters of Credit specified in the Schedule under Security have been opened before delivery or, if specified in the Schedule, have been confirmed by the opening or confirming bank(s) specified in the Schedule and all payment terms and conditions therein have been met fully and on the due date;
 5. the Guarantees specified in the Schedule under Security have been issued in writing before delivery, for the instalments specified in the Schedule and the interest, in such a way that each

guarantor may be held liable for the full amount as if he were the principal debtor and not merely a guarantor;

6. the Insured has not committed, encouraged, been involved in or knowingly benefited from any bribery - as defined in Article 177, 178, 178a and 328ter of the Dutch Criminal Code - in connection with the conclusion or execution of the Contract. If the Insured has not complied with this condition, the Insurer has the right to terminate the Insurance Agreement without refunding any premium, and the Insured shall repay to the Insurer any indemnification it has received.
- b. The Insured may not enforce any entitlement to indemnification insofar as the Insured knew or reasonably could have known that one of the events referred to in Article 8a 1-3 occurred at the time of the start of Insurer's Risk for the Insured Receivables.
Neither can the Insured enforce any entitlement to indemnification insofar as Insurer has informed the Insured before the start of Insurer's Risk of the relevant Insured Receivables, based on Article 8 sub 4 and 5, that for this Receivable the risk is no longer acceptable.
- c. the Insured may not enforce any entitlement to indemnification as long as the loss is connected with a dispute between the Insured and the Buyer or a guarantor. See also the advance indemnification provisions in Article 13.
- d. Insurer shall not invoke the conditions referred to in (a) 1 and 2 of this Article if the non-fulfilment thereof is a result of:
 1. Force Majeure;
 2. Government Intervention
 3. The situations as mentioned in Article 8a.

Part III.

Management of the risk

Article 7.

General obligations of the Insured

The Insured is obliged to:

- a. retain as its own risk the percentage not covered by Insurer, unless the Insurer has approved the partial transfer of this own risk to third parties;
- b. take debt-collection measures, in consultation with Insurer, and also to take any measures which are necessary to prevent or mitigate a loss;
- c. follow the instructions of Insurer regarding the management of the risk and the debt-collection policy to be pursued, without the Insured being able to demand remuneration for its normal office and employee expenses. This obligation means inter alia that on the instructions of Insurer the Insured will take measures in its own name, even after indemnification has been paid to the Insured;
- d. transfer the debt collection to Insurer on request;
- e. pay to Insurer all proceeds (see Article 14c) received in connection with the Contract after indemnification;
- f. within a reasonable period of time, furnish or allow the Insurer - or a third party acting in the Insurer's name or on its behalf - access to as well as provide it with a copy of all documents and records at the Insured's disposal and those which it can reasonably obtain, which the Insurer deems necessary in order to verify whether the Insured is complying with its obligations under the Insurance Agreement and/or whether all conditions for indemnification have been met. If the Insurer deems that the Insured is unco-operative or lacking in co-operation with respect to such a request for information, the Insurer has the right to take action. If documents or records show that the Insured is not complying or has not complied with one or more of its obligations under the Insurance Agreement, the Insured shall, on first demand, reimburse all reasonable costs incurred by the Insurer for engaging a third party as referred to above.

Article 8.

Reporting obligations of the Insured

The Insured is obliged to:

- a. notify Insurer immediately if it is informed or ascertains that:
 1. the Buyer is requesting a change in the conditions of payment or a postponement of payment;
 2. in the case of any amount receivable from the Buyer, it has not received payment 30 days after the due date;
 3. the Buyer has breached or suspended the Contract or no longer wishes to take the goods and/or services or part thereof;
 4. detrimental information about the Buyer or a guarantor has become known;
 5. other circumstances have occurred as a result of which a loss may arise;
 6. there are facts or circumstances which have or might have an adverse effect on either the social and environmental impacts related to the performance under the Contract or on the risk of bribery.
- b. keep Insurer informed of the performance of the Contract, and in particular to report the delivery of goods and/or services and the determination of a price increase within 30 days of such events taking place;
- c. notify Insurer promptly of changes in the circumstances listed in (a).

Article 9.

Insured's Disclosure Obligation

- a. When entering into the Insurance Agreement, the Insured is bound by a disclosure obligation. Prior to the conclusion of the Insurance Agreement, the Insured is obliged to notify the Insurer, whether or not requested to do so, of all facts and information of which the Insured was aware or ought to have understood was or might be relevant for the assessment of (i) the risk to be insured, (ii) the (potential) social and environmental impacts related to the performance under the Contract or (iii) the risk of bribery.
- b. The statements in the articles 7:928, 7:929 and 7: 930 of the Civil Code about the reporting obligations, when concluding an insurance agreement, are not applicable to this Insurance Agreement.

Article 10.

Premium

- a. The Insured is obliged to pay the premium and the costs payable by the due date. In the event of loss, such part of the premium as has not yet fallen due shall immediately become payable.
- b. If Insurer agrees to an amendment to the Contract which only leads to a change in the amount of the Contract, Insurer shall change the premium on a pro rata basis. If Insurer agrees to other amendments to the Contract which lead to a change in the risk of Insurer, the relevant premium shall be determined by Insurer.
- c. If with regards to any Insured Receivable:
 - It has been determined that Insurer's Risk will not start or did not start at the final date of delivery, referred to in the Schedule, or
 - if Insurer has denied claims to indemnification in conjunction with Article 6b, the premium will be determined accordingly.
- d. If the Insured is not entitled to indemnification due to a failure to comply with the policy conditions, or if the Insured has claimed indemnification, then this shall not entitle the Insured to refund of premium.

Article 11.

Sanctions

- a. Any failure to report or any provision of incorrect or incomplete facts or information - prior to the conclusion of the Insurance Agreement - of which the Insured was aware or ought to have understood was or might be relevant for the assessment of (i) the risk to be insured, (ii) the (potential) social and environmental impacts related to the performance under the Contract or (iii) the risk of bribery,

shall result in the loss of the right to indemnity under the Insurance Agreement. Furthermore in such cases the Insurer may reclaim any indemnification paid and terminate the Insurance Agreement with immediate effect (with no right to the refund of any premium paid).

- b. In the event of a grave breach of the obligation to provide information (as described in Article 9a) or major obstruction of the Insurer's right to access information (as described in Article 7f), or in the event of any occurrence of bribery related to the insured transaction, the Insurer can decide not to process any applications submitted on behalf of the Insured or affiliated legal entities for a specific period of time.
- c. - Failure of the Insured to comply with its obligations as specified in Articles 7 and 8; or,
- any increase of the risk due to its fault; or,
- non compliance by the Insured with the requirements of Article 17,
shall result in the lapse of its right to indemnification under the Insurance Agreement. Insurer may, however, mitigate the consequences of such lapse, with due regard to the seriousness of the default.
- d. If the premium and the costs payable are not paid by the due date, interest equal to the statutory interest as referred to in Article 6:120(2) of the Civil Code shall be payable by the Insured from the due date.
- e. Without prejudice to the obligation of the Insured to pay the premium and costs payable, if the premium and costs payable have not been paid 15 days after written demand has been made, Atradius shall have a full discharge from its obligations.
- f. If, for the purposes of the Contract, credit facilities have been provided to the Buyer which exceed those specified in the Schedule under Conditions of Payment, and it is found that the Insured is involved in these credit facilities as lender, guarantor or party liable for recourse, its right to indemnification shall lapse.

Part IV.

Claim settlement

Article 12.

Claims procedure

- a. The Insured shall be entitled to make a claim for indemnification after the expiry of the Waiting Period. However, if it is an established fact before the due date that (i) an Insured Receivable will not be paid within the Waiting Period and (ii) the selling-off of security within the Waiting Period will not generate any proceeds, the Insured shall be entitled to make a claim for indemnification after expiry of the due date of the Insured Receivable.
- b. If the Insured makes claims for indemnification, it shall supply all information and allow Insurer to inspect and take copies of all documents which Insurer considers necessary in order to assess such claims and calculate the loss. The Insured shall also co-operate fully in order that Insurer may also receive information from third parties or may inspect documents as referred to above.
- c. Insurer shall forward the calculation of indemnification to the Insured not later than the latest of the following two dates:
 - 30 days after expiry of the point at which the Insured is entitled to make claims of indemnification;
 - 60 days after receipt of all the above-mentioned information and documents.The above shall not apply if Insurer uses its right referred to under (d).
- d. During the period referred to in (c), Insurer shall be entitled to appoint an expert who will be responsible for checking the information and documents supplied and the amount of the loss for which the Insured is claiming indemnification. In this case Insurer shall forward the calculation of indemnification to the Insured no later than 60 days after receipt of the expert's report.
- e. If the procedure in (d) is followed, Insurer may pay the Insured advance indemnification subject to such conditions as it may specify.
- f. Within 14 days of receipt of the written declaration by the Insured that it agrees to the calculation of indemnification, Insurer shall pay the indemnification in exchange for the legally valid assignment of

the Insured Receivables in respect of which a loss is to be indemnified and of all rights and security which the Insured has in connection with the Contract. If the Insured has already assigned its rights and security to third parties, or restricted or pledged its rights and security, such assignment, restriction or pledge must first be negated.

- g. Indemnification shall be determined and paid in euros. Any conversion shall be at the exchange rate referred to in Article 17.

Article 13.

Possibility of advance indemnification in the event of a dispute

- a. If a dispute arises between the Insured and the Buyer and
 1. the Insured, in accordance with the provisions of the Contract with the Buyer or the rules of the law which otherwise applies, has instituted judicial or arbitration proceedings in order to resolve the dispute, and
 2. Insurer is of the opinion, on the basis of the information known to it at that time, that the Buyer's position is not well-founded, Insurer may pay an advance on any indemnification subject to such conditions as it may specify.
- b. As soon as the dispute between the Insured and the Buyer has been resolved in the proceedings referred to in (a)1 above, the calculation of indemnification shall be made on this basis and the advance must be repaid.

Article 14.

Calculation of indemnification

- a. The calculation only relates to the part of the goods and/or services that have been delivered. The extent of the loss shall be equal to the debit balance of:

DEBIT:

- the Insured Receivables;
- interest on arrears;

Interest on arrears shall be reimbursed only if Insurer has found that the Buyer is obliged to pay such interest explicitly pursuant to a specific provision in the Contract, and loss in respect of the Insured Receivables, to which the interest relates, is indemnified. The interest on arrears shall be reimbursed for a period not exceeding the Waiting Period on the basis of the rate stated in the Contract, but shall not exceed the statutory interest as laid down in Article 6:120(1) of the Dutch Civil Code which was in effect on the date on which the relevant Insured Receivable fell due.

- the additional costs as specified in (b);

and CREDIT:

- the proceeds as specified in (c).
- the excluded losses as specified in Article 2.

The calculation shall be made in the currency in which the Insured Receivables must be paid.

- b. Additional costs.

The following shall be included as additional costs in the calculation of indemnification: Collection costs and other costs incurred in mitigating and/or preventing the loss, provided that they have been incurred with the written approval of, or as instructed by, Insurer.

- c. Proceeds.

The following shall be deemed to be Proceeds, insofar as the proceeds can be considered to be related to the past goods and/or services delivered:

1. Payments Received from or on behalf of the Buyer; these shall also be taken into account if they have been refunded to the Buyer;

2. credit notes in the name of the Buyer or a guarantor;
3. set-off between the Insured and the Buyer or a guarantor;
4. proceeds of the resale of goods that have not been delivered to the Buyer or have been repossessed from the Buyer or of the raw materials, materials or parts intended for this purpose;
5. subsidies received by the Insured;
6. proceeds of the realisation of security or insurance payments;
7. discounts and set-off to which the Buyer or a guarantor is entitled;
8. expenditure which the Insured has saved by not receiving its Insured Receivables, such as agent's commission. This deduction shall be applicable only in the case of losses set out in (b) and (c);
9. expenditure (including payments to intermediaries) which depends upon the payment of indemnification under this Insurance Agreement.

Article 15.

Proceeds after payment of indemnification

All proceeds Insurer receives in euros in the euro zone on account of rights and security which the Insured has assigned to Insurer shall, after deduction of the costs incurred, be divided between the Insured and Insurer in proportion to each party's share in the loss as evidenced by the calculation of indemnification.

Part V. Other provisions

Article 16.

Minimum National content and its calculation

The National Content has to be at least 20% of the contract price, of which a minimum of 15% of the contract price must constitute value added in the Netherlands.

Article 17.

Exchange rates

- a. Foreign currency shall be converted at the indicative exchange rate quoted by the European Central Bank on the date on which said exchange rate is to apply. In the case of currencies for which no indicative exchange rate is quoted, the rate given by De Nederlandsche Bank N.V. to Insurer, calculated on the basis of market quotations, shall apply.
- b. The premium shall be calculated at the exchange rate prevailing on the effective date of the Contract.
- c. The additional costs as defined in Article 14b shall be converted at the exchange rate prevailing on the date they were incurred.
- d. The credit loss shall be calculated at the exchange rate prevailing on the due date of the relevant Insured Receivables, provided that this does not exceed the exchange rate prevailing on the effective date of the Contract.

Article 18.

Rescheduling

If an arrangement applicable to the Contract is agreed between the Netherlands and the country of the Buyer for the settlement of debts, including any postponement of payment and/or debt reduction, the Insured shall be obliged to accept the consequences thereof. This means that

1. at the request of Insurer, the Insured shall co-operate in carrying out the rescheduling;
2. the rights of the Insured under the Insurance Agreement shall not be affected.

Article 19.

Assignment or pledge of rights under the Insurance Agreement

The Insured shall be entitled to assign or pledge its rights under the insurance to a third party insofar as Insurer has been notified of this pledge or assignment in writing.

Article 20.

Transfer of the insured interest

Transfer of the insured interest shall not result in the insurance continuing to the benefit of the new interested party, unless Insurer has approved this transfer in writing.

Article 21.

Scope of Insurer's liability

Insurer shall be bound only by what has been confirmed in writing in the Insurance Agreement or its endorsements. The extent of Insurer's liability shall not be altered by virtue of the charging or receipt of a premium.

Article 22.


Communication

Communication with reference to the Insurance Agreement in question, including notices to the Insurer, to which the Insured may be obliged pursuant to the policy conditions, will have to pass through Atradius. All acts of Atradius, including – but not limited to – instructions and financial proceedings, are considered as acts of Insurer.

Article 23.

Applicable law and jurisdiction

This Insurance Agreement shall be governed by Dutch law and in first instance the court of Amsterdam is the competent judge. In all disputes summons and possible other documents introducing a court case shall exclusively be served to the name and address of Atradius. Atradius will, in its own name, on instruction and for the account of Insurer, act as the formal procedural party. Insurer shall be bound by judgements passed on Atradius.



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