致：DIVA LABORATORIES, LTD.

感謝　貴公司選擇了科法斯保險，很榮幸能為您規劃這一份保障計劃，本份保單包含以下文件，**紅字**部份需要被保險人/保險經紀人用印，**請確認各項文件簽回欄已加蓋公司大小章(需與最新公司設立、變更登記表之印鑑章相同)後，寄回至本公司，以便完成投保程序，謝謝。**

No.	項目	份數	說明
1.	**保險單 (Original、Duplicate、Copy)**	3 份	**簽回 Copy 保險單副本** (請蓋被保險人公司大小章)
2.	**要保書 (Application Form)**	1 份	**簽回** 要保人簽章欄位:請蓋被保險人公司大小章(須同一套章)
3.	**詢問表 (Proposal Form)**	1 份	**簽回**(續約客戶無需簽回)
4.	**收據 (Receipt)**	1 聯	保費金額
5.	**買方信用額度意見審查費明細 + 發票**	1 份	(適用於預付保單)
6.	**付款說明 (Payment Instruction)**	1 份	請以支票或電匯支付
7.	**外幣匯率風險告知書**	1 份	(若為外幣保險單)
8.	**個人資料使用告知事項**	1 份	
9.	**科法斯信用保險管理手冊**	1 份	
10.	**保單簽章授權證明文件**	1 份	如：公司變更登記表、委任授權書(POA)或其他證明文件。 **寄回** 請提供影本連同保單一併寄回
11.	**實質受益人辨識文件**	1 份	如：股東名冊、出資證明或其他證明文件 **寄回** 請提供影本連同保單一併寄回

法商科法斯產物保險股份有限公司台灣分公司
COMPAGNIE FRANÇAISE D'ASSURANCE POUR LE COMMERCE EXTÉRIEUR, TAIWAN BRANCH
地址：104204 台北市中山北路二段 96 號 13 樓 1301 室
電話：(02) 2577 5797

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法商科法斯產物保險股份有限公司台灣分公司
本銀錢收據
印花稅總繳
台北市 負責總繳人:張育立

應收帳款保險費收據

法商科法斯產物保險股份有限公司台灣分公司

To: DIVA LABORATORIES, LTD.
9F, No. 351, Sec. 2, Zhongshan Rd., Zhonghe District New Taipei City Taiwan

日期 (Date):	14 Jul 2023
收據號碼 (Receipt No):	TW3/2023/MP-0704
全球保單號碼 (Coface No):	631236
保險單號碼 (Policy No):	3000-112CIA0075
統編 (Tax Register No):	89376900
付款日期 (Payment Due Date):	29 Jul 2023
付款條件 (Payment Terms):	15 天

被保險人 (Insured):	DIVA LABORATORIES, LTD.
要保人 (The Applicant):	DIVA LABORATORIES, LTD.
保單期間 (Policy Period):	01 Jul 2023 - 30 Jun 2024
Term From - Term To:	01 Jul 2023 - 30 Jun 2024
帳單種類 (Billing Type):	Minimum Premium

Item No.	Description Comments	Amount (USD)
	Minimum Premium (For the period: 01 Jul 2023 - 30 Jun 2024)	20,790.00
	Amount Due (USD)	**20,790.00**

Payment Methods:
USD Account

Beneficiary's Name/Account name	Compagnie Francaise d'assurance pour le Commerce extérieur, Taiwan Branch
Tax Register Number	28437399
Beneficiary's Bank Name/Branch	HSBC, Taipei Branch
Beneficiary's Account No.	001-223155-061
Bank Code	HSBCTWTP
Beneficiary's Address	ROOM 1301, 13F., NO. 96, SEC. 2, ZHONGSHAN NORTH RD., ZHONGSHAN DIST., TAIPEI CITY 10449, Taiwan
Beneficiary's Bank Address	

Compagnie Francaise d'assurance pour le Commerce extérieur, Taiwan Branch科法斯股份有限公司
ROOM 1301, 13F., NO. 96, SEC. 2, ZHONGSHAN NORTH RD., ZHONGSHAN DIST., Taipei, TAIPEI CITY, Taiwan, 10449
Tel (886) 225775797 **Fax** (886) 225775795

- 本收據非經加蓋收據專用圖章不生效力。
- 煩請於匯款時，通知銀行保費以「**全額入帳**」，以免造成短繳。
- **審查服務費請另行繳付至科法斯股份有限公司。**
- 保戶查詢其投保及最近一期繳費狀況專線:Tel :2577-5797

※煩請貴公司務必於上列付款期限內，以匯款方式支付保費，以免影響貴公司之權益，謝謝！

法商科法斯產物保險股份有限公司台灣分公司 出單專用圖章

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Payment Instruction

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保費請匯至法商科法斯產物保險股份有限公司台灣分公司之以下帳戶:

Beneficiary's Name/Account Name	COMPAGNIE FRANÇAISE D'ASSURANCE POUR LE COMMERCE EXTÉRIEUR, TAIWAN BRANCH
Tax Register Number	28437399
Vendor address	Room 1301, 13F., No. 96, Sec. 2, Zhongshan N. Rd., Zhongshan dist., Taipei city 10449, Taiwan
Beneficiary's Bank Name /Branch Name	HSBC Bank (Taiwan) Limited
Beneficiary's Account No.	001-223155-061
SWIFT Code of Beneficiary's Bank	HSBCTWTP
Address of Beneficiary's Bank	1/F,No.8, Sec.5, Xinyi Road, Taipei, 110, Taiwan

外幣帳號(USD account)

台幣帳號(NTD account)

銀行名稱	匯豐銀行台北分行
銀行代號	0810016
帳號	001-223155-031
戶名	法商科法斯產物保險股份有限公司台灣分公司
統一編號	28437399

附註:

1. 匯款時，煩請註明 貴司公司名稱、保單號碼、保費期別 。
   (例: 公司名, 3000-10XCIA00XX, 4TH)
2. 請務必勾選**全額到帳**，以免造成短繳。
3. 保單簽署後，請將 Duplicate 本寄回，謝謝。

審查服務費(Credit Limit Fee)請匯至科法斯股份有限公司之以下帳戶:

Beneficiary's Name/Account Name	COFACE SERVICE (TAIWAN) LTD.
Tax Register Number	12942575
Vendor address	Room 1301, 13F., No. 96, Sec. 2, Zhongshan N. Rd., Zhongshan dist., Taipei city 10449, Taiwan
Beneficiary's Bank Name /Branch Name	HSBC Bank (Taiwan) Limited
Beneficiary's Account No.	001-248145-061
SWIFT Code of Beneficiary's Bank	HSBCTWTP
Address of Beneficiary's Bank	1/F,No.8, Sec.5, Xinyi Road, Taipei, 110, Taiwan

外幣帳號(USD account)

台幣帳號(NTD account)

銀行名稱	匯豐銀行台北分行
銀行代號	0810016
帳號	001-248145-031
戶名	科法斯股份有限公司
統一編號	12942575

附註:

1. 匯款時，煩請註明 貴司**公司名稱**、**保單號碼**、**保費期別**。
   (例: 公司名, 3000-10XCIA00XX, 4TH)
2. 請務必勾選**全額到帳**，以免造成短繳。

以外幣收付之保險匯率風險告知書

保險費及保險給付金額皆以本保險之約定外幣幣別計價，並不得以新臺幣或其他非本保險約定之外幣幣別收付保險相關款項。**凡以外幣收付保險相關款項之收付均以外幣收付，即本保險之保險費交付係由要保人以外匯存款或外幣支票等支付工具，支付予保險公司，匯率風險由要保人負擔；另，本保險之保險給付及其他相關款項，將由保險公司以外幣匯款或外幣支票等支付工具支付之。**

在要保人以新臺幣兌換成外幣之方式分期繳納保險費時，可能因每期兌換匯率之不同而產生匯兌損益，要保人繳交保險費時，因繳費方式不同可能產生匯率差價、匯款手續費、郵電費及其他費用。

另，保險公司以外幣給付保險相關款項後，受款人如果想將外幣兌換成新臺幣或其他外幣，則可能因兌換匯率之不同而產生匯兌損益及匯款手續費、郵電費及其他費用。

因此，要保人應瞭解款項之收付方式，可能產生的匯率差價、匯款手續費、郵電費及其他費用，以及需承擔匯率風險，請於購買本保險前，詳閱商品簡介、要保書及保單條款，仔細了解本保險內容。

【相關費用】

- 繳納保險費，要保人以外幣現鈔，匯入保險公司指定之外匯存款戶，銀行會收取匯率差價、匯款手續費、郵電費及其他費用。
- 繳納保險費，由要保人之外匯存款戶，匯入保險公司指定之外匯存款戶，銀行會收取匯款手續費、郵電費及其他費用。
- 前述匯款手續費、郵電費及其他費用包括匯款行、收款行及中間行等所收取之匯款相關費用。
- 以外幣收付之保險，因存款或匯款所產生之各項費用各銀行收費標準不同，各項費用之歸屬由保險公司與要保人約定之。

【說明】

- 財務及業務事項之說明文件請詳見本分公司網站之資訊公開網頁 (財產保險業辦理資訊公開管理辦法第 2 條)。

個人資料使用告知事項

親愛的客戶，您好：

本公司為善盡個人資料保護法第八條之義務，爰依「個人資料保護法」第八條第一項之規定公告下列事項，以確保 台端知悉。

一、機構名稱：科法斯產物保險股份有限公司台灣分公司。

二、蒐集目的：

（一）財產保險業（依保險法令規定辦理之財產保險相關業務）

（二）其他合於營業登記項目或章程所定業務之需要

三、蒐集之個人資料類別：

保括但不限於姓名、身分證統一編號、住址、聯絡方式、財務狀況、其他得以直接或間接方式識別蓋個人之資料，詳如相關業務申請書或契約書內容。

四、個人資料來源

(一)要保人/被保險人

(二)司法警憲機關、委託協助處理理賠之公證人或機構

(三)**當事人之法定代理人、輔助人**

(四)**與第三人共同行銷、交互運用客戶資料、合作推廣等關係、或於**本公司各項業務內所委託往來之第三人。

五、利用之期間、地區、對象及方式：

（一）期間：

因執行業務所必須及依法令規定應為保存之期間。

（二）對象：

本(分)公司及本公司海外分支機構、中華民國產物保險商業同業公會、財團法人保險事業發展中心、財團法人保險安定基金、財團法人金融消費評議中心、財團法人金融聯合徵信中心、台灣票據交換所、財金資訊公司、關貿網路股份有限公司、業務委外機構、與本公司有再保業務往來之公司、依法有調查權機關或金融監理機關。

（三）地區：

上述對象所在之地區。

（四）方式：

合於法令規定之利用方式。

六、依據個資法第三條規定，台端就本公司保有台端之個人資料得行使之權利及方式。

（一）得向本公司行使之權利：

1.向本公司查詢、請求閱覽或請求製給複製本。

2.向本公司請求補充或更正。

3.向本公司請求停止蒐集、處理或利用及請求刪除。

（二）行使權利之方式：

以書面或其他日後可供證明之方式。

七、台端若未能提供相關個人資料時，本公司將可能延後或無法進行必要之審核及處理作業，因此可能婉謝承保、遲延或無法提供台端相關服務或給付。

【註】：上開告知事項已公告於本公司官網（http://www.coface.com.tw/），如有任何問題歡迎洽詢本公司 0800-775-797 免付費專線。

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科法斯產物應收帳款信用保險承保國家地區新增
COUNTRIES COVERED CONFIRMATION

Date: 12 Jun 2023

POLICY NO.	:	**3000-111CIA0055(Coface Reference: 631236/22)**
INSURANCE PERIOD	:	From **01 Jul. 2022** to **30 Jun. 2023 (Both days inclusive)**
PERIOD OF COUNTRIES COVERED	:	From **12 Jun. 2023** to **30 Jun. 2023**
INSURED	:	**DIVA LABORATORIES, LTD.**

ALTERATION：

It is hereby declared and agreed that with effect from Jun. 12, 2023 the "Article 1.2 Countries Covered" of the schedule under the insurance contract is revised as below,

1.1 COUNTRIES COVERED

ZONE 1:

Countries: Finland, Germany, **Hungary,** Italy, Japan, Netherlands, Norway, Singapore, South Korea, Sweden, Switzerland, Taiwan, USA

Insured Percentage: Domestic sales: 90% (VAT included)
Export sales: 90% (VAT included)

Premium rate: 0.1155% applicable to the turnover (VAT included)

ZONE 2:

Countries: China, India, Israel, Malaysia

總經理 張育立

Insured Percentage: Export sales: 90% (VAT included)

Premium rate: 0.1155% applicable to the turnover (VAT included)

Notwithstanding any contrary provisions of this contract, this contract does not cover any loss relating to the deliveries, shipments, or performance of services made with any buyers not located in the countries listed above. In case coverage of other countries is needed, please contact us.

All other terms and conditions remain unchanged.

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科法斯產物應收帳款信用保險承保國家地區新增
COUNTRIES COVERED CONFIRMATION

Date: 18 Jul 2023

POLICY NO.	:	**3000-112CIA0075(Coface Reference: 631236/23)**
INSURANCE PERIOD	:	From **01 Jul. 2023** to **30 Jun. 2024 (Both days inclusive)**
PERIOD OF COUNTRIES COVERED	:	From **18 Jul. 2023** to **30 Jun. 2024**
INSURED	:	**DIVA LABORATORIES, LTD.**

ALTERATION：

It is hereby declared and agreed that with effect from Jul. 18, 2023 the "Article 1.2 Countries Covered" of the schedule under the insurance contract is revised as below,

1.1 COUNTRIES COVERED

ZONE 1:

Countries: Finland, Germany, **Hungary,** Italy, Japan, Netherlands, Norway, Singapore, South Korea, Sweden, Switzerland, Taiwan, USA

Insured Percentage: Domestic sales: 90% (VAT included)
Export sales: 90% (VAT included)

Premium rate: 0.1155% applicable to the turnover (VAT included)

ZONE 2:

Countries: China, India, Israel, Malaysia

Insured Percentage: Export sales: 90% (VAT included)

Premium rate: 0.1155% applicable to the turnover (VAT included)

法商科法斯保險股份有限公司台灣分公司 出單專用圖章

總經理 張育立

Notwithstanding any contrary provisions of this contract, this contract does not cover any loss relating to the deliveries, shipments, or performance of services made with any buyers not located in the countries listed above. In case coverage of other countries is needed, please contact us.

All other terms and conditions remain unchanged.

Coface Globalliance

Credit Insurance Policy

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被保險人: DIVA LABORATORIES, LTD.
保險期間: 01 Jul. 2023 ~ 30 Jun. 2024
保單號碼: 3000-112CIA0075

ORIGINAL

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消費者應詳閱各種銷售文件內容,如要詳細了解其他相關資訊請洽本公司業務員、服務據點或本公司公開資訊說明文件內容，請見本公司網頁(網址：www.coface.com.tw),以保障您的權益。
本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令，惟為確保權益，基於保險業與消費者平衡對等原則，消費者仍應詳加閱讀保險單條款與相關文件，審慎選擇保險商品。本商品如有虛偽不實或違法情事，應由本公司及負責人依法負責
保戶查詢其投保及最近一期繳費狀況專線:Tel :2577-5797

科法斯產物應收帳款信用保險

GLOBALLIANCE CONTRACT

Credit Insurance
GP.04

Taiwanese Law Version

111.07.08 科保字第 1110062 號函備查

SCHEDULE

Policy Number: 3000-112CIA0075

Coface Reference: 631236/23

Insurer: **COMPAGNIE FRANÇAISE D'ASSURANCE POUR LE COMMERCE EXTÉRIEUR, TAIWAN BRANCH**
Room 1301, 13F, No. 96, Sec. 2., Zhongshan N. Rd.,
Zhongshan District, Taipei City, Taiwan

Insured: **DIVA LABORATORIES, LTD.**
9F, No. 351, Sec. 2, Zhongshan Rd., Zhonghe District,
New Taipei City, Taiwan

Broker: **AON TAIWAN LTD.**
Rm. 902, 9F, No. 136, Sec. 3, Jen Ai Road,
Taipei, Taiwan

This contract consists of this document, the Modules listed hereafter, the General Provisions and the Application Form that you have submitted relating to the insurance cover under this contract.

Please note that the terms in **heavy type** are defined in the General Provisions.
The terms in *italics* have the value and meanings specified in the Schedule.
Through the contract we provide you with credit insurance cover and services. The contract applies to the sales you make in respect of the business activity insured to the buyers of the type specified below and in the counties listed below.

1. SCOPE OF THIS CONTRACT – INSURED PERCENTAGE - COST OF COVER AND SERVICES

1.1 BUSINESS ACTIVITY INSURED

Manufacturing and sale of medical related products

1.2 COUNTRIES COVERED

ZONE 1:

Countries: Finland, Germany, Italy, Japan, Netherlands, Norway, Singapore, South Korea, Sweden, Switzerland, Taiwan, USA

Insured Percentage:	Domestic sales: 90% (VAT included) Export sales: 90% (VAT included)
Premium rate:	0.1155% applicable to the turnover (VAT included)

ZONE 2:

Countries: China, India, Israel, Malaysia

Insured Percentage:	Export sales: 90% (VAT included)
Premium rate:	0.1155% applicable to the turnover (VAT included)

Notwithstanding any contrary provisions of this contract, this contract does not cover any loss relating to the deliveries, shipments, or performance of services made with any buyers not located in the countries listed above. In case coverage of other countries is needed, please contact us.

1.3 MINIMUM PREMIUM PAYMENT

USD 20,790.- per insurance period

1.4 COST OF SERVICES

See scale(Module F58.02)

2. MAXIMUM LIABILITY

80 times of premium paid per insurance period, or 90% of the largest credit limit granted, whichever is greater.

3. MAXIMUM CREDIT PERIOD

- Domestic sales: 150 days
- Export sales: 150 days

Starting from the date when the goods sold are invoiced or services performed are invoiced.

4. MAXIMUM INVOICING PERIOD

30 days, starting from the delivery/shipment of the goods or from the actual performance of the services for which the payment is due.

5. TIME LIMIT FOR NOTIFICATION OF OVERDUE ACCOUNT WITH REQUEST FOR INTERVENTION

- Domestic sales: 180 days
- Export sales: 180 days

Starting from the date when the goods sold are invoiced or services performed are invoiced.

In case of extension of the **due date**, within the conditions set in Article 2.2.3 of the General Provisions, the time limit is 30 days after the agreed new **due date**.

6.CURRENCY OF THIS CONTRACT

The currency of this contract is US Dollars

7. EXCHANGE RATE

The exchange rate is the rate reported by Bank of Taiwan

8. DURATION OF THIS CONTRACT

This contract comes into effect on the 01 July 2023 and the initial insurance period will run until 30 June 2024.

This contract will then be renewed by tacit agreement for further insurance periods of one year unless either party notifies the other in writing not less than 30 days prior to the end of an insurance period.

9. CREDIT LIMIT EXPOSURE CONTROL

The total aggregate Credit limit exposure under this policy must not be greater than 90% of the insurable turnover or greater than 90% of the total declared turnover for the last 12 months.
Should the aggregate exposure exceed 90%, Coface reserves the right to reduce credit limits.

10. MODULES

The following modules form part of this contract:

A8.01 Non-payment risk

B6.07 Pending Orders

B15.04 Credit Limits

1 – @rating scale :

- @rating X : No cover
- @rating NR : USD 7,000.-
- @rating R : USD 10,000.-
- @rating @ : USD 20,000.-
- @rating @@ : USD 50,000.-
- @rating @@@ : USD 100,000.-

Insured percentage: 90 % of the **net debt**

In case of a loss, the amount of the @rating we have granted to your buyer will be converted in the currency of the present contract at the exchange rate on the date you have notified us of an **overdue account**.

Notwithstanding the provisions regarding the validity of our granted @rating and credit limit, your buyer must be located in the country specified in Article 1.2 of this Schedule. In case a buyer, located outside the scope of countries specified in Article 1.2 of this Schedule, is granted of @rating or credit limit, this buyer is not covered.

B24.11 Extension of Cover

Extended party:
SUZHOU DIVA LAB. INC.(Easy# 00011996102349)
416A, Boji Suyin Zhizao, 236 Tongyuan Road, Industrial Park,
Suzhou City, Jiangsu Province, China

For export deliveries made by your affiliate mentioned above, it is specified that the provision of the module "Extension of Cover" apply, subject to strict compliance with the foreign exchange regulations applicable to transferred debts unpaid.

C1.02 Full Collection Services

D1.01 Threshold

The amount of the threshold is USD 1,000.-

E6.01 Recoveries

F3.05 Premium On Turnover Declaration

Declaration period: until the 15th of the month following the *reporting period*
Reporting period: quarterly
Deposit: upfront
(remark: the estimated insurable T/O is USD 22,500,000.- for the Duration of the Contract)

F58.02 Additional Costs

USD52 per buyer per year
(Fees are charged on active buyer upfront, subject to year-end adjustment based on actual number of valid limits.)

Contribution to recovery costs: USD 120 per case
(Fees waived if the notification of overdue account is made via Cofanet)

F Tariffs
Customised Credit Opinion (per active buyer per year)
Please refer to Annex for Zones

Zone	A	B	C
Customized credit opinion	$45	$45	$45

S07_02 INFORMATION SERVICES

Grace Period

11. JURISDICTIONS AND APPLICABLE LAW

Any dispute arising in connection with this contract will be settled by the courts having competent jurisdiction over your place of business. Any civil action shall be exercised by the court in Taiwan. This contract will be governed by the law of **Republic of China**

In Witness Whereof the Undersigned acting on behalf of and under the authority of the Company has hereunto set his hand at Taipei this 13th day of July, 2023

Made in One Original Copy in Taipei

DIVA LABORATORIES, LTD.	**COMPAGNIE FRANÇAISE D'ASSURANCE POUR LE COMMERCE EXTÉRIEUR, TAIWAN BRANCH**
	法商法國外貿保險股份有限公司台灣分公司 出單專用圖章 總經理 張育立
Authorized Signature (Name and Title of the Position)	**Yu-Li Chang Branch Manager**

科法斯產物應收帳款信用保險

GLOBALLIANCE CONTRACT

Credit Insurance
GP.04

Taiwanese Law Version

111.07.08 科保字第 1110062 號函備查

GENERAL PROVISIONS

Please note that in this contract :

i) terms in **heavy type** are defined on pages 8 to 16,

ii) values corresponding to the terms in *italics* are specified in the Schedule.

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1 - THE CREDIT INSURANCE COVER

1.1 Commencement of cover

Provided that the **delivery** or the **shipment** 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*, the credit insurance cover we provide, for all undisputed **debts** to which the contract applies , will start as follows :

1) for sales of goods
- in your country : on **delivery,**
- for export : on **shipment** of the goods,
- if the goods are on consignment, in bonded warehouse or exhibited at a trade fair : on **delivery.**

2) for services
on performance of the services for which payment is due.

1.2 Exclusions

1.2.1 This contract does not cover any **sales contract** you make with a **private individual** or with an **associated company**.

1.2.2 This contract does not apply to any **sales contract** under which payment is to be received:

i) before **delivery** in your country and before **shipment** for export sales,
ii) by means of an irrevocable letter of credit confirmed by a bank registered in your country.

1.2.3 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**, **shipments** or performance of services made after we have refused or cancelled a credit limit,
iv) relating to **deliveries**, **shipments** 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,
- at your knowledge, a buyer already declared **insolvent,**

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) in the case of **cash against documents sales**, arising from the loss of control over the goods as a result of your failure to comply with any applicable rule or custom,
vii) relating **to deliveries**, **shipments** or performance of services made without the necessary licence or, more generally, in violation of any applicable law or regulation,
viii) arising directly or indirectly from :
- nuclear explosion or 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.

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

1.2.4 Moreover, concerning the **sales contract** made with buyers domiciled in your country, this contract does not cover any loss arising from :

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

2 - RISK MANAGEMENT

2.1 General Principles

You 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.

2.2 Credit Period

2.2.1 The initial credit period you grant your buyers must not exceed the *maximum credit period.*

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

2.2.3 You must obtain agreement from us before you extend a **due date** :

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

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.

2.3 Notifications of **Adverse Information** or **Overdue Account**

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*. In the case of **cash against document sales**, you will send us a **notification** of **overdue account** within 30 days of the arrival of the documents and the goods at the place of **delivery.**

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

2.4 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**.

3 - CLAIM PAYMENT

3.1 Payment level

We will pay the insured percentage of the **net debt** or of the credit limit if the **net debt** exceeds the credit limit.

3.2 Conditions of payment

The claim payment can only be made if you have duly complied with all the terms of this contract and have sent us all written evidence of the **debt** and the **security** possibly obtained and, if applicable, of the **insolvency** of the buyer.

3.3 Subrogation

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.

3.4 Disputed debts

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 in your favour by arbitration or by a final court decision, binding on both parties and enforceable in the buyer's country.

3.5 Return of payment

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.

3.6 Maximum liability

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.*

3.7 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 duration of the contract.

4 - ASSIGNMENT OF THE RIGHTS UNDER THIS CONTRACT - ASSIGNMENT OF DEBT

You may only assign your rights to payment of claims to a third party namely the Loss Payee with our prior written consent. Your obligations under this contract will remain unaffected. The Loss Payee 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 **debts** to the financial institution acting as the loss payee, provided that you have assigned the right to payment of claims as described above.

5 - PAYMENTS

You will pay all amounts due from you under this contract as they fall due and will not be able to offset any payment you may consider we owe you, even if we recognise that a claim is payable.
The payment of the premium will not alone give us the obligation to pay for a loss, as the loss will in any case be subject to the terms of this contract.

6 - CURRENCY

If the invoices are issued in a currency other than the currency provided for in the Schedule, the receipts will be converted into the *currency of this contract*, as follows:

© for calculating the **net debt** :

at the *exchange rate* in force on the last working day of the month that the relevant invoice was issued with any payments received in respect of that invoice being converted at the same rate.

© for the amounts recovered after payment of claim :

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.

7 - ADVISING US OF CHANGES

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.
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.

8 - RIGHT OF DISCOVERY

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.

9 - OBSERVANCE OF THE TERMS OF THIS CONTRACT

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

9.2 We have the right to terminate this contract, refuse to pay any claim and require any claim payment 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 limit or when a cause of loss occurs.

9.3 Any other failure to fulfil your obligations under this contract will forfeit your right to cover for the **debts** concerned and if a claim payment has already been made for this **debt**, you undertake to reimburse us for such payment.

9.4 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.

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 applicable laws and regulations on **Personal Data**, including GDPR and Taiwan **Personal Data** Protection Act. 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 Taiwan Branch'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 Taiwan Branch, as well as for the purposes of any new products developed by any Coface Taiwan Branch, **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, email 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 Coface's Data Protection Officer, in charge of Our **Personal Data** protection service, at the following email address: privacy.taiwan@coface.com or at the following address:

Data Protection Office/Group Compliance Department
1, place Costes et Bellonte - CS 20003 - 92270 BOIS-COLOMBES CEDEX.

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:

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

The Controller of **Personal Data** processed for all the above mentioned purposes is Compagnie française d'assurance pour le commerce extérieur, Taiwan Branch having its registered office at Room 1301, 13F, No.96, Sec. 2, Zhongshan North Road, Zhongshan District, Taipei City 10449, Taiwan R.O.C.

10.3 We may use **Personal Data** provided by You for promotion purposes, for example to inform You of new insurance products or products from Coface Taiwan Branch 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 Taiwan Branch 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 Taiwan Branch's marketing of its products and services purposes.

Your **Personal Data** will be processed for Coface Taiwan Branch'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 Taiwan Branch 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:privacy.taiwan@coface.com.

If You do not wish to receive commercial offers from Coface and its partners, please tick this box ☐.

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

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

11 - DEFINITIONS

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.

CASH AGAINST DOCUMENTS SALES
Sales where the applicable terms of payment provide that you will keep title to the goods until full payment has been made to the body responsible for handing the documents of title over to the buyer.

DEBT
Amount of one or more 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**.
In the case of **cash against documents sales**, delivery occurs when the goods and documents of title arrive at the place of delivery.

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
Insolvency shall be deemed to occur in any of the following cases:
i)Where the Buyer is unincorporated, the Buyer has been declared bankrupt,
ii)Where the Buyer is an incorporated company:
(a)a resolution is passed by the Buyer company to wind it up,
(b)an order for the winding up of the Buyer has been made by a Court of Law on the ground that he is insolvent,
(c)an order for Administration of the Buyer's affairs has been made by a Court of Law for the benefit of all its creditors,
(d)a Receiver is appointed on behalf of debenture holders or other creditors of the Buyer.
iii)Where the buyer is unincorporated or incorporated :
(a)in the course of execution of a judgement obtained against the Buyer, the levy of execution has not satisfied the debt either in full or in part,
(b)the Buyer has made a valid assignment, or composition or other arrangement for the benefit of all his creditors generally,
(c)such conditions exist as are, by any other system of law, substantially equivalent in effect to any of the foregoing conditions.

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, in the currency and in the place specified in the **sales contract**.

NOTICE / NOTIFICATION
Written notice received by you or us at your or our administrative address by mail, 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.**

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.).

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.

SHIPMENT
Goods are considered shipped when they are handed over to a third party - generally a carrier - to take them to the place of delivery specified in the **sales contract**.

12 – GOVERNING LAW

This Policy is governed by, and shall be interpreted in accordance with the laws of the Republic of China.

Benefit of Group Clauses of the Master Agreement

The BenQ Group is entered into a Coface Global Solution Program (the "**CGS Program**") consisting of a set of credit-insurance policies (the "**CGS Policies**") and associated services rendered by Coface entities (the "**Insurers**") to entities of your Group (the "**CGS Policyholders**").

In the framework of the CGS Program, the Group benefits from group conditions detailed in a management agreement (the "**Master Agreement**") signed between the head of the insured group (the "**Head of the Insured Group**") and the insurer leading the Program (the "**Program Leader**").

The clauses of the Master Agreement which you benefit from (as member of the CGS Program) are detailed hereafter (the "**Group Clauses**").

For sake of clarity, for each Group Clause a related subgroup is defined to specify the CGS Policies on which the Group Clause applies.

It is expressly agreed that, as long as your contract is eligible to the Master Agreement, Group Clauses detailed hereafter

i) Complete your contract and/or

ii) Supersedes your contract clauses relating to the same object. Should you lose the benefit of the Master Agreement, Group Clauses will not be applicable any longer and original clauses and conditions of your contract will be exclusively applicable.

法斯產物應收帳款信用保險集團最高責任限額附加條款(GML2)

112.02.24 科保字第 1120005 號函備查

Group Maximum Liability

As member of the Subgroup GML part of the CGS Program, and notwithstanding provisions related to the *maximum liability* (the "**Individual Maximum Liability**" or "**IML**") set out in article [2], your contract is eligible to the benefit of a group maximum liability (the "**Group Maximum Liability**" or "**GML**"), under the following conditions.

The Group Maximum Liability corresponds to the maximum amount, payable by all Insurers of the Subgroup GML, with respect to claims relating to debts arising from risks in a single Insurance Period for all concerned CGS Policyholders.

The maximum amount of such Group Maximum Liability (the "**GML Cap**") amounts to, for a single Insurance Period, the sum of all the IML of the Subgroup GML. Any specific maximum liabilities are not considered into the GML Cap calculation described above.

Such a GML Cap will be decreased during the Insurance Period by the amount of claims due and/or paid out by the Insurers under the CGS Policies of the Subgroup GML.

Accordingly, at any given time, the available GML (the "**Available GML**") for the Subgroup GML will amount to the GML Cap less claims (including the ones linked to a specific maximum liability) due and/or paid out by the Insurers to the concerned CGS Policyholders during the given Insurance Period.

As far as your contract is concerned, should the amount of eligible claim payments exceed your Individual Maximum Liability, subsequent claim payments due in accordance with your contract terms, will be made by us under the GML, within and subject to the limit of the Available GML and to the following condition.

As a condition to the benefit of the GML, you hereby expressly acknowledge and agree that your IML is directly impacted by the GML and that payments made under the GML to any CGS Policyholder of the Subgroup GML will impact the capacity of payment under your IML.

Accordingly, should the amount of eligible claim payments for a given CGS Policy exceed the Individual Maximum Liability, you will be required to sign an endorsement to your contract, to acknowledge that a claim payment has to be made under the GML for the benefit of a CGS Policyholder and that the IML provided in your contract will be reduced with the prorated portion of claim payment that has to be paid for the benefit of a CGS Policyholder under the GML. The prorated portion of claim, which will be deducted from the available IML of your contract, will be calculated according to the portion of your available IML within the Available GML.

As member of the Subgroup GML, you hereby agree and undertake to provide us with a signed endorsement upon our request should the GML be triggered.

Such provision of a signed endorsement is an express condition to the application of the GML.

Should the above-mentioned procedure be complied with, upon receipt of all the signed endorsements, claims eligible for the GML shall be indemnified by the Insurer, which issued the concerned CGS Policy, in the chronological order of occurrence of the cause of loss, within the limit of the Available GML at the time of indemnification.

Once the GML Cap is reached (i.e. once the claim payments made by the Insurers to the CGS Policyholders of the Subgroup GML reach the GML Cap), no further claim payments shall be made to you even if, within the framework of your contract on a stand-alone basis, the IML remains fully or partially available.

By benefiting from the GML, you waive your right to any further claim payment if and when the GML Cap is reached by the Subgroup GML and you further undertake to reimburse us in case of payment of any undue sum under your IML or under the GML.

In the event that you are no longer part of the CGS Insured Group, you shall automatically lose the benefit of this GML and the GML shall then be decreased by an amount equal to your IML.

科法斯產物應收帳款信用保險
Coface Globalliance – Credit Insurance

MODULE

A8.01 CAUSE OF LOSS MODULE 111.07.08科保字第1110062號函備查
NON-PAYMENT RISK

損失原因模組-債務不履行風險

1 - RISK COVERED

This contract covers the risk of **non-payment** of your **debts**.

2 - CLAIM PAYMENT

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**.

For other reasons of **non-payment** of your **debt**, the claim payment is calculated at the end of a five-month 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**.

科法斯產物應收帳款信用保險
Coface Globalliance – Credit Insurance

MODULE

B15.04 RISK MODULE 111.07.08科保字第1110062號函備查
@RATING LIMITS &
CREDIT IMITS
風險模組—信用評等及信用額度

The credit limit is determined by us in the following conditions:

1- Providing that you have subscribed to our on-line system, you have to consult us to know the @rating we grant to your buyer. Then you will be covered up to the amount of the @rating as per the scale and the insured percentage fixed in the Schedule, except if the @rating is X.
2- If you have not subscribed to our on-line system, or if the amount of the @rating we grant does not suit you regarding the credit limit you are expecting, or if we have not yet granted an @rating for your Buyer, you have to request a credit limit. This credit limit sets the maximum amount covered and any specific conditions as may be applicable to it.
If our credit limit is subject to your obtaining a security, this security must be valid and enforceable.
Our credit limits are confidential: you undertake not to disclose the contents of our credit limits to any third party that is not noted in this contract. For the persons who are noted in this contract, you undertake that they will keep them confidential.
3- When requesting an initial or revised @rating or credit limit, you must advise us of any adverse information and of any overdue account for which, at the date of the request, the maximum credit period has expired.
4- For each buyer
on which we have granted eitheran @rating or a credit limit, we will provide a monitoring service. Unless otherwise specified on the credit limit notice in the case of credit limits, our decisions regarding @rating or credit limits will become effective on the date we receive your request and they are not limited in time and remain valid for the amount granted unless we give you notice of reduction or cancellation of cover. We have the right to refuse, reduce or cancel an @rating or a credit limit at any time and should we do so, then the refusal, reduction or cancellation will become effective for deliveries, shipments or performance of services made from the date of our notice.

科法斯產物應收帳款信用保險
Coface Globalliance – Credit Insurance

MODULE

B6.07 RISK MODULE **100.12.09科保字第1000063號函備查**

PENDING ORDERS

預約交易時效附加條款

1 – REDUCTION OF THE PREVIOUS COVER

If we reduce a credit limit or an @rating limit on a buyer, our cover will be maintained for the **deliveries, shipments** or services that you are obliged to make or perform during the three months following the date of our **notice.**

1.1 This cover is subject to the following conditions:

- The **deliveries, shipments** or services must be made or performed pursuant to

(i) a **sales contract** entered into less than six months before the date of our **notice**,

or

(ii) a schedule of **deliveries, shipments** or services which have been agreed upon with the buyer less than six months before the date of our **notice,** for which you will have to provide evidence in case of claim.

- The buyer concerned cannot be insolvent nor overdue for more than sixty days.

2- CANCELLATION OF THE PREVIOUS COVER

We will not maintain cover following the date of our **notice** for buyers on whom we have cancelled the credit limit or @rating limit.

2.1 Within 8 days from the date of our **notice**, you may request our approval for the cover of orders taken from a buyer on whom we have cancelled the credit limit or @rating limit. If we approve your request, cover will continue to apply for a 3-month period from the date of our

notice of cancellation of the credit limit or @rating limit, unless a different period is indicated by us, subject to the conditions specified in art. 1.1 above.

2.2 If we do not accept to maintain our cover, and provided that the concerned buyer is neither insolvent nor subject to a **notification of overdue account**, we will cover the loss you may sustain in reselling the goods up to a maximum of 50% of their invoice value within the limit of the balance available on the credit limit or @ rating limit previously granted.

科法斯產物應收帳款信用保險
Coface Globalliance – Credit Insurance

MODULE

B24.11 RISK MODULE 107.01.26 科保字第1070012號函備查

EXTENSION OF COVER

附加關係企業附加條款(B24.11)

The affiliate (mentioned in the Schedule - your "*affiliate*") must have a business activity similar to the *business activity,* described in the Schedule.

As a general agreement you are committed to purchase from your *affiliate,* and your *affiliate* agree to sell to you **debts** related to sales of goods, shipment or performance of services that fall within the scope of the *business activity* covered by this contract related to a given buyer when the **debts** remain unpaid after the **due date** (the "transferred **debts**").

In consideration of this, cover is extended to losses sustained by you in relation to the transferred **debts** purchased by you subject to compliance with this Module.

Provided that the transferred **debts** are duly and legally transferred to you, the transferred **debts** will be fully integrated to your contract and covered under the same conditions; accordingly, you shall comply with the terms and conditions of your contract for the transferred **debts** as you would for your own **debts**.

1- GENERAL PROVISIONS

The General Provisions and Schedule related to the credit insurance cover, risk management, claim payment, assignment of the rights under the contract, currency and observance of the terms of the contract are all applicable mutatis mutandis to the transferred **debts** purchased by you.

In particular, the following exclusions also apply (in addition to any exclusions to your contract) to the transferred **debts**:

1.1- This contract does not cover any loss:

i) where the transfer of the **debt** does not confer you all the rights attached to the transferred **debt** and its accessories or from the **securities** attached to it and/or arising from invalidity and/or unenforceability in the buyer's country of the transfer to you of the transferred **debts**;

ii) where you or your *affiliate* have not complied with any terms attached to the credit limit,

iii) relating to **sales contracts** made by your *affiliate* with a **private individual** or an **associated company** of your *affiliate* or with government and local authorities of your *affiliate'* s country;

iv) relating to **deliveries**, **shipments** 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,

b. at your knowledge or at the knowledge of your *affiliate*, a buyer already declared **insolvent**,

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

vi) in the case of **cash against documents sales**, arising from the loss of control over the goods as a result of your failure or the one of your *affiliate* to comply with any applicable rule or custom,

vii) arising directly or indirectly from :

a. a decision made by the government where you or your *affiliate* is domiciled, which hinders and/or prohibits the export of goods or the performance services and/or which prevents the payment of the **debt**;

b. a war, whether declared or not, between your country or your *affiliate*'s country and the buyer's country or 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;

c. consequences of a decision taken by the government of your *affiliate*'s country that hinder the execution of the **sales contract** or prevent the payment of the **debt.**

1.2- Any **dispute** by the buyer, whether relating to its contractual rights toward your *affiliate*, or regarding your rights in your capacity as purchaser of the transferred **debts** shall suspend payment of a claim until the **dispute** is adjudicated in your favour or in favour of your *affiliate* by arbitration or court judgement enforceable in the country of the buyer.

2- SCHEDULE AND MODULES

The conditions described in the Schedule and Modules of your contract, notably those related to *Business activity, Countries Covered, Premium rate, Insured percentage, Maximum liability, Maximum Credit Period, Maximum Invoicing Period, Notification of overdue account, Credit limit*, *Recoveries*, *Duration* and *Jurisdiction and Applicable law* are applicable mutatis mutandis to the transferred **debts** purchased by you.

In addition, the following provisions are applicable to the transferred **debts**:

2.1- Maximum transfer period: the transfer of the transferred **debt** shall occur before expiration of the *time limit for notification of overdue account* applicable to the said transferred **debts**.

In case the buyer has disputed the **debt** before its transfer and therefore this **debt** has already been brought to court by the *affiliate* before it was transferred, the maximum transfer period is extended. The transfer of this **debt** shall then occur within one month after legally binding court decision at the latest. The obligation of the **notification** of **overdue account** within the *time limit for notification of overdue account* applying to the **debt** remains unaffected.

2.2- Justification documents: In case of claim related to a transferred **debt**, you may be requested to provide us with documents evidencing the valid and enforceable transfer to you of the transferred **debt**.

2.3- Maximum liability: the maximum liability specified in the Schedule is applicable for all amounts of **debts** covered under your contract, including the transferred **debts**.

2.4- Turnover declaration: Premium will be calculated by applying the *premium rate* to the value of all the sales to which the contract applies, including the total value of the sales made by your *affiliate*, related to the *business activity,* covered by the scope of this contract (the "*affiliate* turnover"). Accordingly, you undertake to include your *affiliate* turnover into your turnover declaration.

2.5- Recoveries: Any amounts, received either by you or your *affiliate*, within the scope of our definition , will be considered as a **recovery**. You shall inform us immediately of any **recovery** and pay to us, as applicable, the equivalent value of the said **recovery** in the currency of the contract within ten days of their collection by you or your *affiliate*.

3- CONDITION OF COVER

As an express condition, it is agreed that:

- Valid transfer: cover for **debts** of your *affiliate* may only be provided through this Module on condition it there has been a valid and enforceable transfer in the buyer's country of the **debts** to you; no cover will be granted for **debts** for which the transfer would not be valid or enforceable;

- Buyer unicity: for buyer on which you purchased a **debt**, you shall require from your *affiliate* to transfer you all its receivables related to the said buyer, including any portion of the **debt** which is still not due.
- Currency: you undertake to purchase the **debts** in the currency of the **debts**.

4- MANDATE TO ACT

You guarantee that your *affiliate* will take, on your or our instructions, all appropriate steps to ensure the continuing validity and payment of the transferred **debts** (notwithstanding the fact that you purchased the **debts**) and/or in relation with any recovery actions we may take.

5- CHANGES IN RELATION WITH YOUR AFFILIATE

You undertake to inform us within 5 days of any substantial change in the situation of your *affiliate*, in particular any change of *business activity* and/or change in your *affiliate* shareholding.

Full control of your *affiliate* is an express condition of this Extension of cover. In instances where you lose full control of your *affiliate*, this Extension of cover will be automatically terminated unless expressly agreed in writing by us.

6- CONFIDENTIALITY

This Module is confidential; you undertake not to disclose its existence or its content to any third party. You also guarantee that your *affiliate* will strictly comply with this confidentiality undertaking.

科法斯產物應收帳款信用保險
Coface Globalliance – Credit Insurance

MODULE

C1.02 COLLECTION MODULE 111.07.08科保字第1110062號函備查
FULL COLLECTION SERVICES
催收模組-催收服務

1- We will provide you with collection services for the **debt**s to which this contract applies.

2- For the purpose of these services you will send us - within the period specified in the Schedule- a **notification** of **overdue account** with request for intervention and, upon our request, any written evidence of the **debt** and of the **security** you may have obtained.

3- Within the framework of these services, we will have full power to exercise your rights in relation to your **debt**s and especially power to compound, whether these **debt**s are covered in whole or in part. You will support any decision we may make in this respect and you will give us an irrevocable mandate, and any documents or titles we may require to provide the collection services, it being understood that we will pursue cases according to our own judgement of the merit of so doing and will decide what resource to apply.
If we do not perform the collection services ourselves, you will take any such measures - in agreement with us or according to our instructions - as may be deemed necessary to protect your rights and to secure the payment of the **debt**, which may imply reselling the goods.

4- We will bear the full costs of the pre-legal and legal **recovery** actions we take or you take - in agreement with us or according to our instructions - subject to the provisions applicable to **recoveries**. You will pay for any collection actions you undertake yourself at your own initiative.

5- These services are not available for debts which are subject to a **dispute.**

科法斯產物應收帳款信用保險
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MODULE

D1.01 CLAIM PAYMENT MODULE THRESHOLD 111.07.08科保字第1110062號函備查

理賠模組-起賠式自負額

You will keep for your own account **debt**s that do not exceed the *threshold*.

The **debt**s that are less than the *threshold* do not need to be notified to us and we will not provide pre-legal or legal collection services for such **debt**s.

科法斯產物應收帳款信用保險
Coface Globalliance – Credit Insurance

MODULE

E6.01 RECOVERIES MODULE 111.07.08科保字第1110062號函備查

追償模組

追償額與追償費用比例分攤附加條款

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 - Recoveries received after payment of a claim shall be shared between you and us pro-rata to the insured and uninsured percentage.

4 – Notwithstanding the provisions of article 2 and 3 above, if the **net debt** exceeds the credit limit, the following ratio will apply to the sharing of **recoveries**: amount of the credit limit over the amount of the **net debt** on the date of your **notification of overdue account.**

(i) Recoveries received before payment of a claim will then be applied to the covered and uncovered invoices, in chronological order, on the basis of this ratio.

(ii) Recoveries received after the payment of a claim shall be shared between you and us on the same pro-rata basis.

5 - Notwithstanding any contrary provision of the collection module applicable to your contract, recovery costs of actions incurred by us or by you in agreement with us or according to our instructions will be shared between you and us on the same pro-rata basis applicable for the sharing of **recoveries**.

科法斯產物應收帳款信用保險
Coface Globalliance – Credit Insurance

MODULE

F3.05 INVOICING MODULE 111.07.08科保字第1110062號函備查
PREMIUM ON TURNOVER DECLARATION
費用結算模組-保費於營業額之申報

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

1 - TURNOVER DECLARATION

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

If the invoices are issued in a currency other than the currency provided for in the Schedule, you will have to convert the amounts into the *currency of this contract* at the *Exchange Rate* in force the last working day of the month the invoices are drawn up.

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

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

2 - PREMIUM

2.1. The *minimum premium* is payable in *instalments* or *deposits*. The first *instalment/ deposit* will be made upon execution of this contract.

2.2. The possible balancing payment owed by you according to the contractual *minimum premium* payment already made, will be invoiced to you upon receipt of the last turnover declaration for the *insurance period* concerned.

2.3. All the amounts specified in this contract in respect of premium are amounts before any tax or duty is added. All amounts (including – if applicable – taxes and duties) will be paid within the period specified on the invoices.

科法斯產物應收帳款信用保險
Coface Globalliance – Credit Insurance

MODULE

F58.02 INVOICING MODULE ADDITIONAL COSTS

98. 01. 06科保字第0980015號函備查

他項費用附加條款

1- Credit limits and @rating costs

By the present module you allow us to send your credit limits or @rating requests to Coface Service (Taiwan) Limited, in order to request on your behalf a credit opinion. You undertake to authorise Coface Service (Taiwan) Limited to disclose its credit opinion directly and exclusively to us.

By the present module, you also allow us to pass on to Coface Service (Taiwan) Limited any information you must notify us under this contract.

Upon the credit opinion obtained we will set the credit limit or the @rating. The credit opinions will not be charged to you.

However, you will bear the full costs of the credit limits or @rating limits. The relevant fees amount charged is specified in the Schedule:

These fees are invoiced to you according to the conditions specified in the Schedule by Coface Service (Taiwan) Limited and are payable to this entity within the period specified on the invoices.

At any time, you may withdraw the credit limits or the @rating on those of your buyers with whom you are no longer in contact.

The costs for the credit limits or rating limits will not be increased if you make several enquiries concerning the same buyer within one *insurance period*, for example, to obtain an increase of the existing credit limit or to check if the @rating has not changed.

2- Contribution to recovery costs

This contribution is payable, upon receipt of our invoice, for each initial **notification** of **overdue account** you send to us at the cost specified in the Schedule.

科法斯產物信用保險資訊服務附加條款

108.11.29 科保字第 1080091 號函備查

MODULE - INFORMATION SERVICES

[S07_02]

This module defines the conditions to which in addition to the information services dedicated to the management of the **Credit Decisions** of the **Contract**, Coface Service(Taiwan) Limited will provide *You* **Information Services** for your internal use.

1. Description of the Information Services

Different **Information Services** products will be available through [our online system/CofaNet] as follows.

	Products	Maximum amount	Monitoring	selected
Credit Opinions	**@rating Credit Opinion monitored**	According to the @rating scale	N/A	N/A
	Customized Credit Opinion	Amount requested by You	√	√
Business Credit Report	**Full Report - Instant Delivery**	Recommended maximum credit	N/A	N/A
	Full Report – New Investigation	Recommended maximum credit		N/A
	Snapshot Report	Recommended maximum credit		N/A
DRAs	**DRA monitored**	The Debtor Risk Assessment aims to measure the credit risk of a company from a 12 months perspective.	N/A	N/A

The Credit Opinions will be expressed in the currency that is available for the **Contract** and the Business Reports will be expressed in the currency available to Coface Service(Taiwan) Limited.

1.1 Credit opinions :
The Credit Opinion is an indicator of the company's capacity to honour its financial commitments.

@rating Credit Opinion products:
The @rating Credit Opinion is a recommended credit amount expressed according to a credit scale defined in the Schedule, and the maximum value @rating Credit Opinion is limited to the maximum value of the scale.

- @rating Credit Opinion monitored

An @rating Credit Opinion that is monitored. Each change in @rating Credit Opinion will then be notified to You via [our online system/CofaNet]. You are free to interrupt the monitored @rating Credit Opinions at any time through [our online system/CofaNet].

Customized Credit Opinion:

The Customized Credit Opinion provides a credit assessment based on an amount requested by You. The Customized Credit Opinion is monitored for decrease only meaning that if the credit assessment of the company decreases, You will then be notified of the decrease via [our online system/CofaNet].You are free to cancel the Customized Credit Opinion at any time through [our online system/CofaNet].

- Transformation of a Customized Credit Opinion into a **Credit Limit**: We agree to transform the Customized Credit opinion delivered by Coface Service(Taiwan) Limited automatically into a **Credit Limit**. Using this facility you will indicate the amount you wish to transform into a **Credit Limit** within the limit of the amount of the Customized Credit Opinion agreed by Coface Service(Taiwan) Limited as at the date of your request for transformation.

1.2 Business Reports

Coface Business Reports are produced or provided by several Coface partners, Coface Service(Taiwan) Limited is thus a reseller of these reports providing legal, economic and financial information on companies. The format and the contents of the reports have a standardized structure, regardless of country.
All reports are delivered to You via [our Online System/CofaNet].

- Full report – instant delivery

The Full report –instant delivery provides comprehensive and extensive information allowing in-depth analysis of the credit risk of the company. The Full report is delivered instantly online according to Coface partners availability.

- Full report – new investigation

The Full report –new investigation provides comprehensive and extensive information allowing in-depth analysis of the credit risk of the company. The Full report- new investigation is delivered within a number of days depending on Coface partners agreement.

- Snapshot report

The Snapshot Report contains basic business information data. It is available according to the availability of the Coface partners database, in most cases with instant online delivery and for a few countries with a delivery delay depending on the connections with the Coface partners.

1.3 Debtor Risk Assessment

The Debtor Risk Assessment (or DRA) aims to measure the credit risk of a company from a 12 months perspective. The assessment is calculated using different indicators such as financial strength, profitability, solvency, environmental factors and management of the company. The scale ranges from 0 (defaulting companies) to 10 (highest assessment). The assessment of the buyer's risk is displayed in CofaNet under the abbreviation "DRA" (Debtor Risk Assessment).

- DRA monitored □

The Client may choose to monitor the DRA. In this case, each change will then be notified to the Client via CofaNet. The Client is free to interrupt the monitored DRA at any time through [our online system/CofaNet].

For the avoidance of doubt with respect to the Discretionary Credit Limits of your Contract, in no case shall an Information Services product be construed as an Adverse Information, except when this Information Services product is a condition to the use of the Discretionary Credit Limit.

2 Intellectual Property and Confidentiality

2.1 Except for the Business Reports provided by Coface Partners, Coface Service(Taiwan) Limited is the exclusive owner and producer of the database from which the **Information Services** under this Module are provided. Therefore, these **Information Services** benefit from the protection granted to authors.

2.2 Through this Module You will be provided with **Information Services** and data. This does not imply the transfer of any intellectual property rights to You, which is expressly agreed by You.
In particular, the copying, resale, rental, loan, exchange, and communication of this information or any part thereof to other companies, related or not, including inside the same group, in your country or abroad, is strictly prohibited.
Similarly, you agree not to alter, misrepresent, decompile or disassemble the information provided it in any manner whatsoever, nor extract the information in whole or in part, in particular to create other files for third parties.

2.3. A Maximum Credit Recommendation contained in an information report is not a formal credit limit decision issued by an empowered Credit insurance Risk underwriter and any unpaid amount on a debtor would not qualify as a claim under a credit insurance policy.

Coface makes its best efforts to provide updated information but does not warrant the accuracy, completeness or reliability of any information sources used.

Coface shall not be held responsible for any consequences of any decision taken based on the information contained in this report. Under no circumstances shall Coface, its affiliates or related persons be liable for any direct, indirect, special, punitive or incidental damages or lost profits, whether foreseeable or unforeseeable, arising as a direct or indirect consequence of using the information contained in this report

As the recipient of the information report, you undertake to respect and comply with all applicable legislation on personal data protection regarding all personal data which may be contained in this report. You remain liable to implement all appropriate measures ensuring the protection, safety and confidentiality of the personal data contained in this report and to prevent it from being distorted, damaged or communicated to unauthorized third parties in accordance with the applicable law.

You shall be liable for any of your acts and omissions relating to the abovementioned obligations that result in a breach of personal data protection.

As the recipient of the information, you acknowledge that credit ratings embedded in Coface Information products qualify as private credit ratings under applicable regulation. As a consequence you are bound by a duty of confidentiality and shall keep the information included therein strictly confidential, not use it in any way that would bring it into the public domain and avoid its disclosure, including to the rated company when such company is a third party.

3 Confidentiality

The **Information Services** provided to You under this Module are strictly confidential and personal and reserved for your exclusive internal end use, for the purposes of your business, excluding any transfer to third parties.
Accordingly, You will not disclose the information to third parties, transmit or sell it, whether gratuitously or against payment, in whole or in part, by any means whatsoever. Such disclosure will lead to the immediate cancellation of this Module and the granting of damages.
The content of this Module is part of this confidential information.

4 Conditions of the use of Information Services

4.1 It is your responsibility to take the necessary measures towards your employees or any third party acting on your behalf to secure access and enforce your contractual obligations relating to the use of the **Information Services**.

4.2 You shall hold Coface Service(Taiwan) Limited harmless from all the consequences that may result from improper use of the **Information Services**.

4.3 The information contained in any updates provided to You in relation to the **Information Services** are subject to the same provisions as the information originally transmitted.

5 Liability

5.1 The **Information Services** are provided in good faith and based on its availability and its publication by official sources. Coface Service(Taiwan) Limited agrees to implement all means to keep the database as complete and up-to-date as possible, but no obligation of result can be enforced against it.
In particular, Coface Service(Taiwan) Limited shall be released from any liability for errors or omissions in the data and in the event it no longer has available the sources of information necessary for the provision of the **Information Services** including after a force majeure event or in case of non-publication of the necessary information by the competent authorities.

5.2 **Information Services** under this Module are provided regardless of any actual coverage or insurance. Information derived from **Information Services** provided to You are only a supplement to the information available elsewhere. You are therefore solely responsible for the decisions that you take based on the **Information Services** and the consequences resulting therefrom.

5.3 Coface Service(Taiwan) Limited shall in no event be held liable for consequential or indirect loss such as commercial loss, loss of goodwill, any disruption to business, loss of opportunity, loss of image, suffered by You or any third party arising out of this Module.

5.4 In the case Coface Service(Taiwan) Limited is held liable for direct damage suffered by you, such liability shall not, on any grounds of liability, in the case of a breach committed during the execution of the Module, exceed a maximum amount equal to two times the amount paid by You to Coface Service(Taiwan) Limited for **Information Services** during the course of the 12 months previous to the occurrence of the damage.
As an exception to the foregoing provisions, the Business Reports are issued directly by Coface partners under their own and sole responsibility.

6 Fees and Prices

Your use of **Information Services** is subject to the due payment to Coface Service(Taiwan) Limited of the **Information Services fees** as mentioned in the Module F Tariffs of your Contract.

7 Effectiveness and termination of this Module

The **Information Services** shall be effective from the *date of effect* specified in the Schedule and will remain in effect until the date of termination of your **Contract**.

Notwithstanding the above, in case of breach of any of your obligations arising from this Module (e.g. non-payment of the **Information Services fee** if applicable or non-compliance to the its terms and conditions), We will have the right, after a 30-day registered notice or immediately in case of a breach which cannot be remedied or in case of gross misconduct, to terminate this Module.

8 Definitions:

Information Services: A range of information products provided by Coface Service(Taiwan) Limited, available through [our online system/CofaNet].

Information Services Fee: fee payable for each use of **Information Services**

Annex

區域 A	區域 B	區域 C		
Andorra	Argentina	Bolivia	Republic	Palau
Austria	Belarus	Abu-Dhabi	Egypt	Palestine
Belgium	Belize	Afghanistan	Equatorial Guinea	Papua New Guinea
Bulgaria	Bosnia and Herzegovina	Albania	Eritrea	Philippines
Croatia	BRITISH POSSESSIONS	Algeria	Gabon	Puerto rico
Cyprus	IN AFRICA	AMERICAN POSSESSIONS	Gambia	Qatar
Czech republic	BRITISH POSSESSIONS	IN OCEANIA)	Georgia	Rwanda
Denmark	IN AMERICA	American Possessions in	Ghana	Saint Kitts and Nevis
Estonia	Canada	America	Guinea	Saint Lucia
Finland	Chile	Angola	Guinea-Bissau	Saint Vincent and the Grenadines
France	China	Anguilla	Guyana	Samoa
French Polynesia	Colombia	Antigua and Barbuda	Haiti	Sao Tome and Principe
Germany Gibraltar	Costa Rica	Armenia	Iran	Saudi Arabia
Greece	DANISH	Aruba Australia	Iraq	Senegal
Hungary Ireland	POSSESSIONS(FEROE	Azerbaijan	Israel	Seychelles
Italy	ISLANDS, GREENLAND)	Bahamas	Ivory Coast	Sierra Leone
Latvia	Ecuador	Bahrain	Jamaica	Netherlands Antilles
Liechtenstein	El salvador	Bangladesh	Jordan	Solomon Islands
Lithuania	Guatemala	Barbados	Kazakhstan	Somalia
Luxembourg	Honduras	Benin	Kenya	South Sudan
Malta	Hong Kong	Bermuda	Kiribati	Sri Lanka
Monaco	Iceland	Bhutan	Kuwait	Sudan
Montenegro	India	Botswana	Kyrgyzstan	Suriname
Netherlands	Indonesia	Brazil	Lao	Syrian Arab Republic
New Caledonia	Japan	British Possessions in Oceania	Lebanon	Tajikistan
Norway	SOUTH KOREA	(Pitcairn)	Liberia	Tanzania
Poland	Lesotho	Brunei	Libya	Timor-Leste
Portugal	Macedonia	Burkina Faso	Macau	Togo
Romania	Malaysia	Burundi	Madagascar	Tonga
San Marino	Mexico	Cambodia	Malawi	Trinidad and Tobago
Serbia	Moldova	Cameroon	Maldives	Turkmenistan
Slovakia	Morocco	Cape Verde	Mali	Turks & Caicos Islands
Slovenia	Nicaragua	Central African Republic	Marshall Islands	Tuvalu
Spain	Panama	Chad	Mauritania	Uganda
Sweden	Paraguay	Comoros	Mauritius	Ukraine
Switzerland	Peru	Congo	Mongolia	United Arab Emirates
United Kingdom	Russian Federation	DEMOCRATIC	Mozambique	Abu Dhabi
Vatican	Singapore	REPUBLIC OF THE CONGO	Myanmar	Ajman
	South Africa	Cook Islands	Namibia	Sharjah
	Swaziland	Cuba	Nauru	Dubai
	Taiwan	Djibouti	Nepal	Fujairah
	Thailand	Dominica	New Zealand	Ras Al Khaimah
	Tunisia	Dominican	NEW ZEALAND POSSESSIONS	Umm Al Quwain
	Turkey	Ethiopia	(NIUE, TOKELAU)	Uzbekistan
	United States	Fiji	Niger	Vanuatu
	Uruguay		Nigeria	Viet Nam
	Venezuela		Oman	Yemen
			Pakistan	Zambia
				Zimbabwe

科法斯產物應收帳款信用保險寬限期附加條款(E)

109.07.24 科保字第 1090055 號函備查

GA C_RIS_GGPCOR_02

Grace Period

1. Notwithstanding the provisions of the Module [B15.04], where we **notify** you a reduction or cancellation of a credit limit, an @rating or an ECL, then the reduction or cancellation will not become effective for **deliveries** or **shipments** or performance of services carried out within a period of [30] days from the date of our **notice** of reduction or [30] days from the date of our **notice** of cancellation ("the Grace Period") except if at the date of such **delivery** or **shipment** or performance of services you have an **overdue account** exceeding 60 days from the initial **due date** or an **adverse information** or the concerned buyer is **insolvent**

2. It is expressly agreed that the expiry of temporary credit limits set by us with fixed expiry dates shall not be considered as a reduction or cancellation opening right to the application of a Grace Period. In case of reduction or cancellation of a temporary credit limit before its expiration date, the Grace Period will apply as provided in this clause within the time limit of the expiration date of the reduced or cancelled temporary credit limit.

3. In case of a cancellation following a reduction of a credit limit, an @rating or an ECL, the cancellation prevail and automatically cancels at its date of effect any ongoing Grace Period.

4. In the event where you request a credit limit, an @rating or an ECL during a Grace Period, our new decision will become effective immediately solely if this new decision grants you an amount higher than the amount remaining in effect during the Grace Period, otherwise the new decision will become effective after the Grace Period expires.

5. If your contract includes a module by which we maintain the cover in case of reduction or cancellation, only one provision will apply - either the module or the Grace Period according to your choice

6. It is expressly stated that the sales made during the Grace Period is subject to the obligation of turnover/outstanding declaration.

coface
FOR TRADE

MANAGEMENT GUIDE
For Credit Insurance Contract

科法斯應收帳款信用保險管理手冊

This document is strictly confidential 本管理手冊嚴禁外洩

目前您已完成與法商科法斯產物保險股份有限公司台灣分公司簽署『應收帳款信用保險』。感謝您對本公司之信任！

投保應收帳款信用保險可使貴公司在最安全之方式下發展公司之業務。這本管理手冊將能協助您以最有效率方式獲得最好的保障。

這本管理手冊並非保險契約；因為只有保險契約內約定適合貴公司之承保範圍，除外事項，基本條款等內容。

如果您對保險契約之內容有任何之疑問，敬請不吝指教，本公司將竭誠回覆您的問題並對您的需求提出可能的解決方法。

法商科法斯產物保險股份有限公司台灣分公司

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PREMIUMS (保險費)

QUARTERLY TURNOVER DECLARATION
季營業額之申報

每一季，貴公司須在 COFANET 上向本公司主動申報貴公司前一季的營業額。營業額申報須於保險契約之生效日起算，每一季結束後十五天內提出。

MINIMUM PREMIUM
最低保險費

貴公司須支付保險契約約定之每一期保險費，本保險契約始生效力。

PREMIUM ADJUSTMENT
保費結算

保險費之調整將依保險契約到期之後，貴公司所申報之應收帳款全年營業額來計算。

在保險期間結束時，依各期申報之營業額所計算之實際總保險費將與最低應付保險費作比較。若應繳之實際總保險費高於最低保險費時，則須加收保險費 (Premium Adjustment)。

貴公司於接獲保險費帳單時，貴公司須於接獲日之後十五日內交付予本公司。

***(See Module – Premium on quarterly turnover declaration§ F3.05)**

請參閱本保險契約附加條款 F3.05 之規定

EXTENT OF COVER (信用額度)

CREDIT LIMIT
信用額度

信用額度

信用額度係指對某一買方核定之最大信用額度，此額度應等於在任何時點帳上對該買方所列最高應收帳款餘額數。

除保險契約另有規定外，貴公司須對所有買方逐一提出信用額度之申請並經本公司核定。

貴公司於依個別買方之交易金額 、付款期限等因素之應收帳款可能最大餘額申請信用額度。

貴公司不應高估對信用額度之實際需求，若本公司查核買方情況離請求金額差距過大，將延誤信用額度回覆之時間。

CREDIT LIMIT REQUESTS
信用額度之申請

第一次申請

貴公司一旦有意與新的買方交易時，請儘速向本公司申請信用額度並確定在第一次交付貨物或運送貨物前取得保險公司核定之額度。

貴公司申請新的買方額度時，應在本公司的線上系統 (COFANET) 向本公司提出信用額度申請。

請在 COFANET 上依照買方名稱，所在國家，地址，商業登記編號等資訊搜尋欲申請額度之買家，並提出額度的申請。

若無法搜尋到需要的買家，則可能貴公司是第一個申請此買家的被保險人，因次我們的系統上並沒有此買家的資訊。則貴公司可以用買家的基本資料(包括買家名稱，地址，國家，商業登記編號等)，直接在 COFANET 上建立此新買家，我們會對此買家的進行徵信，並審核貴公司的額度申請。

當申請新的買方信用額度時，貴公司須依保單規定，告知本公司該買方有無負面消息資訊例如退票、更改付款時間、或有延遲付款之習慣。

REPLIES TO CREDIT LIMIT REQUESTS

信用額度申請之核覆

本公司於接獲貴公司信用額度之申請時，將進行買方資料之研究以便評估買方信用並核定買方信用額度。本公司將直接在系統上作額度的核覆，系統會自動發 Email 以及在 COFANET 通知貴公司額度核覆的內容。本公司核覆內容有下列三種情況：

1. Acceptance 核定額度

1.1 Fully Acceptance (完全核定)

本公司核定之信用額度等於貴公司申請之信用額度。

1.2 Partial Acceptance (部份核定)

因買方財務狀況，本公司僅核定低於貴公司申請之額度；若發生逾期帳款超過本公司核定之金額部分，則超過額度的部分本公司不予理賠。

2. Acceptance with Condition (有條件之核定)

本公司核定額度訂有特定條件。

2.1 Temporary Credit Limit (暫時信用額度)

本公司對特定買方考慮不給予永久之信用額度時，核定信用額度時將訂有適用期限。

訂有適用期限之暫時信用額度時，被保險人須在期限屆滿前，再次向本公司提出信用額度請求之申請。

2.2 Securities (須額外徵提擔保品)

有時信用額度之授予係基於取得擔保品，如

- **銀行保證書** (Bank Guarantee)
- **母公司保證書** (Parental Guarantee)

在交付或裝運貨物以前，貴公司所取得之擔保品是可供執行的且該擔保品在整個交易期間在法律上必須是有效的。

3. Refusal (拒絕授與信用額度)

信用額度之決定須予以保密且在任何情況下不得向買方或其他非保險契約當事人之第三人揭露。

如果本公司通知拒絕承保該買方時，則本公司不承保貴公司之貨物交付或裝運。

4. Effective date of the agreement (信用額度之生效日期)

雖本公司核定信用額度時可溯及自申請日生效；但為保險起見，建議貴公司仍應取得本公司之信用額度時再運送或裝運貨物，以確保本公司核定之信用額求與貴公司所請求之額度相符。

在保險期間內對買方核定之信用額度將會在保單續保時繼續自動適用。

本公司核定之信用額度僅適用於信用額度回覆表中所載之買方公司名稱，地址。若其中任何一項與貴公司申請不相符時，貴公司務必再確認申請買方之資料。以確保申請額度的買方跟交易的買方為同一對象。

CREDIT LIMIT APPEAL
信用額度之爭取

若第一次的額度申請，本公司所核覆的額度不足貴公司所需時，貴公司可以依照本公司拒絕/或不足額承保的理由，再次提供本公司所需的資料，來爭取本公司核保所需要的信用額度。

通常，本公司所需要貴公司提供做為信用額度的再次審核的資料有：

(1) 與所申請買方最近一年的交易/付款紀錄 (trading/ payment experience)

(2) 所申請買方的最新財務報表

(3) 若無法取得所申請買方的最新財務報表，本公司可以在貴公司的同意之下，聯絡買方，了解其營運狀況

MODIFICATION OF THE CREDIT LIMITS
信用額度之變更

由貴公司主動提出申請時

1. Increase of a credit limit 信用額度增加之申請

遇有需要提高信用額度時，貴公司須在 COFANET 上提出信用額度提高之申請”。基於臨時訂單或季節性訂單之需要，貴公司可提出在特定期間增加信用額度之需求。

生效日將回朔到申請提高額度的申請日。

2. Cancellation of a credit limit 信用額度取消

一旦貴公司考慮在本保險期間將不再與某一買方繼續交易時，貴公司可以在COFANET提出「取消信用額度」。

請貴公司定期檢視信用額度的需求，適時做調整，可以在 COFANET 上調降及取消不需要的額度。

MODIFICATION OF THE CREDIT LIMITS
信用額度變更

由本公司主動通知時

1. Reduction of a credit limit (降低信用額度)

當特定買方之財務狀況或有關該國之經濟情況惡化時，本公司可以隨時調降特定買方的信用額度，將以 EMAIL 以及在 COFANET 通知貴公司。

貴公司於收到本公司對特定買方降低信用額度後，超過所核保的信用額度金額之貨物交付或裝運即不予承保。

2. Cancellation of a credit limit (取消信用額度)

當特定買方之財務狀況或有關該國之經濟情況惡化時，本公司可終止該買方之信用額度。本公司將以 EMAIL 或 COFANET 通知貴公司終止對該買方之信用額度。

本公司對特定買方取消信用額度後之貨物交付或裝運即不予承保。

BUYERS CONTROL
買方資料變動

Change in the Identification of a Buyer (買方資料變動)

若貴公司知悉某買方的基本資料有變更 (包括公司名稱，地址，或買方公司與其他公司合併等情事)，請主動告知本公司，並提供正式的變更文件(買方通知貴公司變更的信函，或變更事項登記表)。本公司將會對變更的資料進行確認，並在確認之後變更本公司系統的資料。

PAYMENT DEFAULTS (延遲付款)

EXTENSIONS OF DUE DATES
付款期限之延長

貴公司之買方要求延長付款期限時，有下列情況：

1. 延期不經本公司事先授權者

當特定買方延遲付款，但延遲天數還沒有達到保單規定需要通報的期限 (past due notification)，且此特定買方並沒有負面訊息的情況之下，貴公司於保單所核定的最長信用天期內，可以一次或多次自行延長買方的信用天期。

2. 延期經本公司事先授權者

在以下的情況，貴公司必須事先拿到本公司的許可，才可以延長特定買方的信用天期：

(1) 所延長的到期日將會超過保單所核定的最長信用天期
(2) 特定買方已經被本公司取消其信用額度

本公司會以 EMAIL 以及在 COFANET 上通知貴公司對於申請延期的回覆。

OVERDUE ACCOUNTS (CLAIM) WITH INTERVENTION
通報逾期帳款出險以及催收/理賠

如貴公司有遇到以下情況，應立即以 COFANET 通報逾期帳款予本公司：

(1) 買方已申請破產時
(2) 特定買方延遲付款的天期超過保單規定之最長信用天期後之三十天內
(3) 憑單付款買賣(CAD)，貨物已抵達卸貨港三十天，而買方未進行贖單領貨時

請貴公司務必在期限之內通報逾期帳款全數帳款(含未逾期款項)，如有延遲通報，恐將影響貴公司申請理賠的權益。

貴公司在 COFANET 通報逾期帳款後，可以另外以 EMAIL 提供本公司相關的文件，以利本公司進行後續的催收以及理算。相關文件包括：提單，貨運單，逾期發票，買方訂購單，與特定買方的 EMAIL 往來及自主授信額度(DCL)核定文件等其他相關文件。

貴公司在通報逾期帳款的同時，本公司全權代表貴公司對特定買方進行催收，或其他降低損失相關行動。

保單中”等待期”(五個月) 的起算日，為本公司接獲貴公司通報逾期帳款且啟動出險催收之日。

貴公司對於逾期之應收帳款，無論是給予折扣，抵押擔保品的變更，或與特定買方達成任何協議 (如特定買方提出還款計畫) 之前，應事先取得本公司的同意。

DISPUTED DEBTS
有爭議之應收帳款

貴公司必須解決與買方在產品上或商業上原因所產生之爭議。(詳見保單定義：爭議)

本保險將暫時停止保險保障及催收服務，直到該爭議經雙方協議解決或取得有利仲裁裁定／法院判決確定為止。
爭議帳款解決所產生的相關費用，由貴公司自行承擔。

當貴公司之權益已確定，而買方不支付應收帳款時，本公司將重新啟動理賠程序，如於等待期間內，則於等待期間屆滿時，進行賠付理算；如已超過等待期間，則於確認屬於承保之保險事故時，進行賠付理算。