

本商品經本公司合格簽署人員檢視其內容業以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衡平對等原則,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。

科法斯產物應收帳款承購信用保險 特定對象附加條款

971031 科保字第0970014號函備查

Factor Single/Multiple Buyer Module

<p>1. SCOPE OF THE MODULE This module defines the terms and conditions under which we cover the debts transferred to you by the customer referred to in the Schedule on the buyer designated in the Schedule.</p>
<p>2. RISK COVERED This contract covers the risk of non-payment of debts transferred to you by the customer referred to in the Schedule on the buyer designated in the Schedule.</p>
<p>3. CLAIM PAYMENT 3.1 Should the buyer be 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 and its transfer. 3.2 In any other case of non-payment of debts, the claim is calculated after a five-month period starting from our receipt of your notification of overdue account. The claim is paid within 30 days after this five-month period, provided that you have sent us all the documents establishing the debt and its transfer to you.</p>
<p>4. CREDIT LIMIT 4.1 The maximum outstanding we cover on the buyer is set by the credit limit we will grant on that buyer. This credit limit sets the maximum outstanding balance covered and any specific conditions as may be applicable to it. If our credit limit is subject to the obtaining of a security, this security must be valid, transferred to you and enforceable against the buyer and any third party. 4.2. When requesting a credit limit, you must advise us of any adverse information that you have and of any overdue account for which, at the date of the request, the <i>credit period</i> has expired. 4.4 The Buyer on which we have granted a credit limit is followed by us. We have the right to reduce or cancel a credit limit at any time and should we do so, then the reduction or cancellation will become effective for all debts transferred to you arising from deliveries made after the notification. 4.5 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.</p>
<p>5. RISK MANAGEMENT Notwithstanding Article 2.2 of the General Provisions, the initial credit period granted by your customer to the buyer must not exceed the period mentioned in the Schedule and you shall not grant any extension of the due date without our prior consent.</p>

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6. MAXIMUM LIABILITY

Notwithstanding Article 3.6 of the General Provisions, no maximum liability is applicable for the cover provided by this module.

7. DEBT COLLECTION

7.1 Until the time when you send us **notification of overdue account**, you will have to claim the payment to the **buyer** according to your current in-house procedures.

7.2 You will send us - within the period specified in the Schedule- a **notification of overdue account** with a request for intervention and, upon our request, any written evidence of the **debt** and its transfer and of any **security** you or your **customer** may have obtained together with a copy of the correspondence between you or your **customer** and the **buyer**, if any.

7.3 We will have full power to exercise your rights in relation to the transferred **debts** and especially power to compound, whether these **debts** 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 debt collection. We will have sole discretion to decide whether or not to exercise debt collection actions and to decide which means to use in order to recover the debts.

If we do not perform the collection 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 transferred **debt**, which may imply reselling the goods.

7.4 The costs of the pre-legal and legal recovery actions we take or you take - in agreement with us or according to our instructions - will be shared, after the claim payment, in accordance to the prorata rule determined in article 8.3.

You will pay for any collection actions you undertake yourself at your own initiative.

7.5 We do not provide debt collection services for the transferred **debts** which are subject to a **dispute**.

8. RECOVERIES

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

8.2 **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.

8.3 Any **recoveries** received after the payment of a claim shall be shared between us and you on a prorata basis. Our prorata share of **recoveries** will be equal to the following ratio : amount of the claim payment/ total amount of your outstanding **debt** (due and not due) at the date of the claim payment.

9. PREMIUM AND COSTS

9.1 The amount of the premium (taxes excluded) is stated in the Schedule and is payable upon signature of the present contract.

In case of **notification of overdue account**, you shall contribute to the intervention costs up to an amount set in the Schedule. We may, upon **notice**, modify the amount of this contribution.