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## 科法斯產物應收帳款信用保險首期預付款附加條款

111.11.24 科保字第1110102號函備查

### CAUSE OF LOSS MODULE – A32.01

## COVER OF FIRST ADVANCE PAYMENT TO SUPPLIERS WITH DECLARATION ON TURNOVER

### 1 – RISK COVERED

- 1.1 This module guarantees the reimbursement of any losses you may sustain as a result of the non-reimbursement of the first advance payment paid to each of your suppliers for **delivery** or **shipment** of goods or performance of services ordered by you, on the condition that this non-reimbursement results directly and solely from the **insolvency** of your suppliers.
- 1.2 The first advance payment is defined as the first downpayment paid to your supplier according to **purchase contract** (as defined hereinafter).
- 1.3 This module only covers the amount of the first advance payments to the exclusion of the costs of any damages, penalties or interests.

### 2 – CONDITIONS OF COVER

- 2.1 The cover of this module shall apply if the supplier has failed to deliver or ship the goods or perform the services ordered in compliance with the **purchase contract** and has failed to return the first advance payment. Any delivery or shipment of goods or services performed will be set off against the first advance payment.
- 2.2 A credit limit on the supplier, set by you within the Discretionary zone, or by us, shall be effective before your first advance payment is made.
- 2.3 The value of the first advance payment cannot exceed *the maximum percentage of the first advance payment* as defined in the schedule.
- 2.4 The period between the first advance payment is made and the actual delivery or shipment of goods or performance of services as defined in the **purchase contract** must not exceed the *maximum execution period* set in the Schedule.
- 2.5 No provision of your Credit Insurance contract allowing an extension of cover after we have reduced or cancelled a Credit Limit or @rating Limit or an Express Credit Limit can apply to the cover of first advance payments.

### 3 – DECLARATION OF YOUR FIRST ADVANCE PAYMENTS AND PREMIUM

COMPAGNIE FRANÇAISE D'ASSURANCE POUR LE COMMERCE EXTÉRIEUR, TAIWAN BRANCH  
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The premium due for the cover of the first advance payments is calculated by applying the *premium rate* stated in the schedule to the value of the aggregate of the first advance payments paid to all your suppliers to which this module applies.

- 3.1 Within the next fifteen days of the end of a given month, you must notify us, in the form agreed, the sum of first advance payments –including VAT if applicable- not yet set off by delivery or performance of services at the last day of the considered month.
- 3.2 The premium due in respect of the cover of advance payments will be invoiced to you together with the premium due in respect to your Credit Insurance cover.
- 3.3 If you fail to send us the first advance payments declaration within the above mentioned delay or if your notification is incomplete, cover will cease to apply to the first advance payments not declared, but you will still have to pay us for the corresponding premium.

#### 4 – MODIFICATIONS OF YOUR CONTRACT PROVISIONS

4.1 For the purpose of this module, the word “buyer” of the General Provisions, Schedule and modules of your contract should be read as “supplier” when applicable.

4.2 For the purpose of this module, Definitions of the General Provisions are modified as follows:

- i. **adverse information** means any event you may become aware of which has led or may lead to a deterioration of your supplier’s financial situation such as but not limited to the failure of the supplier to deliver or ship the goods or to perform the services ordered at the end of the *Maximum execution period*;
- ii. **debt** means the first advance payment paid to your supplier pursuant to the **purchase contract** and falling within the scope of this contract;
- iii. **delivery** means that (i) the goods have been made available to you or any person acting on your behalf or (ii) the advance payment is repaid to you, at the place and on the terms specified in the **purchase contract**;
- iv. **net debt** corresponds to the balance of a loss account including (a) on the debit side, the first advance payment paid to a supplier covered under this module (including, VAT if applicable) and (b) on the credit side, the amount of any **recoveries** received by you or by us to the date of drawing up of the loss account.
- v. **purchase contract** means any agreement in any form which is legally binding upon you and your supplier and by which your supplier is bound for the delivery of good or services against payment, and for which a first advance payment shall be made by you

4.3 For the purpose of this module, the following articles of the General Provisions are modified:

4.3.1 Article 2.3 is replaced as follows:

“2.3 Notifications of **adverse information** and notification of **insolvency**  
You must notify us in writing:  
(i) As soon as you become aware of any **adverse information** concerning the supplier,  
(ii) As soon as you become aware of the **insolvency** of the supplier and of any first advance payment not set off by **delivery** nor reimbursed by the supplier,  
(iii) Immediately of any **delivery** or payment from the supplier after you have notified an **insolvency**.”

The remaining provisions of this contract shall apply mutatis mutandis to this module as applicable.

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#### Variable associated with this module:

Maximum percentage of the first advance payment: X% of the total value of the **purchase order**  
Maximum execution period