



Constructional Works

General Conditions nr. 350/11

Abroad

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

Part I. Definitions

Insurer	The State of the Netherlands.
Atradius	The <i>naamloze vennootschap</i> (public limited company) Atradius Dutch State Business, which pursuant to Article 3, sub-section 5 of the <i>Kaderwet financiële verstrekkingen Financiën</i> (Enabling law of financial supplies by the Ministry of Finance), issues in the name and for the account and risk of Insurer policies and guarantees to Dutch exporters, investors and financiers of export and investments and manages these policies and guarantees for the account and risk of Insurer, including, but not limited to, the settlement of insurance claims and the pursuance of collections.
Contract	The contract concluded between the Insured and the Buyer, particulars of which are given in the Schedule.
Schedule	The Schedule of Names, Particulars of the Contract and Policy Particulars, which is part of this policy.
Effective date of the Contract	The date on which the Contract was signed by the Insured and the Buyer or, if the Contract contains conditions regarding the effective date, the date on which such conditions are fulfilled.
Pre-Credit Risk	The risk of not obtaining compensation for the Insured Costs, exclusively; <ul style="list-style-type: none">- if the performance thereof has not been completed with the approval of, or as instructed by Insurer or;- if Insurer has instructed the Insured concerning the manner in which the work has to be continued in conformity with Article 11(c), but not all certificates have been issued.
Credit Risk	The risk of not receiving payment of the Insured Receivables.
Insured Costs	The costs incurred in concluding and performing the Contract insofar as they relate to the Contract Price or the Increase in the Contract Price, insofar as that Increase is included in the cover.
Insured Receivables	<ol style="list-style-type: none">1. The amount(s) receivable by the Insured from the Buyer under the terms of the Contract relating to Issued Certificates, and the price recognised by or on behalf of the Buyer or established by a court of law for all or part of the Contract, the performance of which has been completed by the Insured but for which no certificates have been issued;2. Interest on the amounts referred to in 1 until the agreed due dates on the basis of the agreed rate of interest.
Issued Certificate	A certificate approved by or on behalf of the Buyer which, in conformity with the Contract, contains an unconditional payment obligation for the Buyer for the amount stated in the Certificate.
Contract Price	The Contract Price included in the Contract between the Insured and the Buyer.
Increase in the Contract Price	The Increase in the Contract Price agreed between the Insured and the Buyer as a result of additional work, wage and price rises, changes to specifications or changes in government regulations.
Payment Received	A payment shall be deemed to have been received by the Insured: <ul style="list-style-type: none">- insofar as non-transferable, local currency is concerned: on receipt of the local currency;- insofar as transferable foreign currencies or euros are concerned: on receipt of euros in the euro zone; However, if the Insured chooses to hold foreign currency, a payment shall be deemed to have been received on the Insured's foreign currency account held with a bank in any country being credited.
Insolvency	Exclusively, any of the following situations: <ol style="list-style-type: none">1. the Buyer is declared bankrupt;2. the Buyer is granted temporary or permanent suspension of payments;3. a settlement out of court offered by the Buyer is accepted with the agreement of Insurer;4. enforcement of a judgment which has not resulted in full payment of the Insured Receivables;5. a judicial debt-repayment arrangement has been imposed on the Buyer; and procedures or situations abroad whose effect is comparable with bankruptcy, suspension of payments or a judicial debt-repayment arrangement.

Moratorium	General suspension of debt repayment announced by the government of the country of the Buyer or by the government of another country through which the payment of an Insured Receivable has to be made.
Transfer Problems	Statutory or administrative measures outside the Netherlands which forbid local deposits, or a situation in which the transfer of amounts deposited by the Buyer or its guarantor is prevented or delayed as a result of political events, economic difficulties, shortages of foreign currency, or statutory or administrative measures outside the Netherlands.
Conversion Problems	A generally applicable measure taken in the country of the Buyer or its guarantor whereby a deposit made by the Buyer or its guarantor would discharge him, but at the time of transfer generates less than the amount receivable when converted into the currency of the Contract as a result of a change in exchange rate, or the application by the government of the country of the Buyer or its guarantor of a conversion rate which is less favourable than the generally-used reference rate for converting local currency into a convertible currency.
Force Majeure	An impediment not attributable to the Insured and/or the Buyer to the performance of the Contract by the Insured, or an impediment to payment of the Insured Receivables as a result of the occurrence outside the Netherlands of, for example: <ul style="list-style-type: none"> a. international measures: resolutions by international organisations that the Netherlands is obliged to implement; b. war: war, civil war, revolution, civil disturbance, terrorism or sabotage; c. general strike; d. catastrophe: hurricane, earthquake, volcanic eruption, flood or other type of natural disaster; e. nuclear disaster: nuclear fusion, nuclear fission or radioactive contamination; f. epidemic.
Government Intervention	An impediment not attributable to the Insured and/or the Buyer to the performance of the Contract by the Insured, or an impediment to the payment of the Insured Receivables as a result of measures, actions, decisions or default of a foreign government, other than Moratorium, Transfer Problems, Conversion Problems or Force Majeure.
Protracted Default	The fact that the Buyer has not paid an Insured Receivable by the date of the expiry of the Waiting Period to the extent that the non-payment is not a consequence of Insolvency, Moratorium, Transfer Problems, Conversion Problems, Force Majeure or Government Intervention.
Waiting Period	The period after the expiry of which the Insured is entitled to make a claim for indemnification. This period, specified in the Schedule, shall start: <ul style="list-style-type: none"> - in the case of manufacturing loss: <ul style="list-style-type: none"> on the date on which the performance of the Contract is discontinued or on the date on which the performance of the Contract has been completed as instructed by Insurer in conformity with Article 11(c). - in the case of credit loss: <ul style="list-style-type: none"> on the due date of the relevant Insured Receivable.
Foreign Content	The overall purchase price of all parts and/or services obtained from abroad, whether or not through Dutch agents (though only 70% of parts and/or services obtained from foreign subsidiaries of the Insured), that are necessary for the performance of the Contract: <ul style="list-style-type: none"> - including expenses to be incurred in the country of the Buyer and commission to be paid abroad; - excluding raw materials and semi-manufactures obtained from countries other than the country of the Buyer.

Part II. Description of cover

Article 1. Nature and extent of cover

The insurance shall cover the following risks to the extent specified in the Schedule:

- a. Nature of cover

- The Pre-Credit Risk, exclusively if there is discontinuation of performance of the Contract with the written approval of, or as instructed in writing by, Insurer as a direct result of one of the following events occurring or threatening to occur, and
- the Credit Risk, as a direct result of one of the following events occurring
 1. Insolvency;
 2. Moratorium;
 3. Transfer Problems;
 4. Conversion Problems;
 5. Force Majeure;
 6. Government Intervention;
 - or
 7. Protracted Default.

b. Extent of cover

The Contract Price, plus the Increase in the Contract Price of no more than 30% provided that this Increase was notified in writing to Insurer before it took effect and that at the time of that notification none of the occurrences specified in Article 8(a) had occurred. Insurer may give its written approval to exceeding this percentage, if it deems such to be acceptable.

Article 2.

Exclusions

- a.** A loss shall not be eligible for indemnification if it is a result of:
1. errors or omissions in the wording of the Contract and/or the security specified in the Schedule under Particulars of the Contract;
 2. agreements entered into between the Insured and the Buyer or a guarantor which depart from the Contract;
 3. actions of intermediaries, with the exception of the collecting bank;
 4. damage in transit or transit damage as a consequence of war or any other property damage, unless the payment obligation of the Buyer remains in force;
 5. tax obligations of the Insured in the country of the Buyer;
 6. settlement of a Payment Received at an exchange rate other than that prevailing on the effective date of the Contract;
 7. conclusion and/or purchase of a foreign exchange forward contract or other financial instruments aimed at controlling the foreign exchange risk;
 8. the absence of any licence required by the Insured and the absence of any licence required by the Buyer, unless the Insured can show that it exercised due diligence in establishing that the Buyer had obtained all the requisite licences before the effective date of the Contract, except those which cannot, under the regulations generally applicable in the country of the Buyer, be obtained until a later date;
 9. seizure of the Insured's assets by creditors;
- b.** Loss resulting from claims made under bank guarantees provided on behalf of the Insured is also not eligible for indemnification.

Article 3.

Basis for the insurance

The information supplied by the Insured for the purpose of effecting the insurance shall serve as the basis for the insurance.

Article 4.

Duration of Insurer's risk

Insurer's risk shall start on the effective date of the Contract and shall end,

- a. in the case of Pre-Credit Risk, as soon as and insofar as performance of the works has been completed and all certificates have been issued or the Insured has received compensation for the Insured Costs.
- b. in the case of Credit Risk, as soon as and insofar as the Insured has received payment of the Insured Receivables.

Article 5.

Cover percentage and maximum indemnification

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

Article 6.

Conditions for indemnification

- a. The Insured shall be entitled to claim indemnification only if:
 1. the Insured has fulfilled its obligations towards the Buyer and any guarantors fully and by the due date(s), including completed performance of the Contract, such notwithstanding whether or not the Insured is entitled to suspend performance of the Contract or to dissolve the Contract;
 2. the Insured has complied with all statutory and administrative obligations to which it is subject in the country of the Buyer with respect to the performance of the Contract.
 3. The Insured has received on its account the instalment(s) which had to be paid on the Contract taking effect as specified in the Schedule under Payment Conditions;
 4. The Letters of Credit specified in the Schedule under Security have been opened on the Contract taking effect, or, if specified in the Schedule, have been confirmed by the opening or confirming bank(s) specified in the Schedule and all payment terms and conditions therein have been met fully and on the due date, unless failure to do so was a result of Force Majeure or Government Intervention, or was done with the written approval of or on the instructions of Insurer to discontinue the Contract;
 5. the Guarantees specified in the Schedule under Security have been issued in writing on the Contract taking effect for the instalments specified in the Schedule and the interest, in such a way that each guarantor may be held liable for the full amount as if he were the principal debtor and not merely a guarantor;
 6. in connection with the conclusion or performance of the Contract, the Insured has not committed bribery within the meaning of Articles 177 and 177a in conjunction with Article 178a of the "Wetboek van Strafrecht" (Penal Code), has not incited bribery, has not been an accessory thereto and has not knowingly benefited therefrom. If this condition has not been complied with, Insurer shall also have the right to terminate the Insurance Contract without refunding the premium and the Insured shall be obliged to repay to Insurer any indemnification which has already been paid.

- b. the Insured may not enforce any entitlement to indemnification insofar as the loss is connected with a dispute between the Insured and the Buyer or a guarantor. See also the advance indemnification provisions in Article 15.
- c. Insurer shall not invoke the conditions referred to in (a)1 and 2 and (b) if the non-fulfilment thereof is a result of discontinuation of performance of the Contract with the written approval of, or as instructed in writing by Insurer.

Part III. Management of the risk

Article 7. General obligations of the Insured

The Insured is obliged to:

- a. retain as its own risk the percentage not covered by Insurer, insofar as Insurer has not approved the transfer of this own risk to third parties;
- b. if there is a risk that the percentage of the Foreign Content as specified in the Schedule will be exceeded, submit a request with explanations to Insurer for approval for the increase in this percentage;
- c. take debt-collection measures, in consultation with Insurer, and also to take any measures which are necessary to prevent or mitigate a loss;
- d. follow the instructions of Insurer regarding the management of the risk and the debt-collection policy to be pursued, without the Insured being able to demand remuneration for its normal office and employee expenses. This obligation means inter alia that:
 - 1. on the instructions of Insurer the Insured will take measures in its own name, even after indemnification has been paid to the Insured;
 - 2. the Insured may not without written permission of Insurer discontinue the performance of the Contract, irrespective of whether or not the Insured is entitled to suspend performance of the Contract or to dissolve the Contract;
- e. transfer the debt collection to Insurer on request;
- f. pay to Insurer all proceeds (see Article 17(e)) received in connection with the Contract after indemnification. In the case of proceeds in non-transferable currency the equivalent in euros shall be paid.

Article 8. Reporting obligations of the Insured

The Insured is obliged to:

- a. notify Insurer immediately it is informed or ascertains that:
 - 1. the Buyer is requesting a change in the conditions of payment or a postponement of payment;
 - 2. in the case of an amount receivable from the Buyer, it has not received payment 30 days after the due date;
 - 3. the Buyer has breached or suspended the Contract or no longer wishes to see it fulfilled;
 - 4. detrimental information about the Buyer or a guarantor has become known;
 - 5. for whatever reason, consultation with the Buyer concerning the performance of the remainder of the Contract is hardly if at all possible;
 - 6. within 60 days of the end of the period for which a certificate is to be issued, such issue has not taken place;
 - 7. other circumstances have occurred as a result of which a loss may arise.

- b. keep Insurer informed of the performance of the Contract, and in particular to report the completion of the work and the issue of certificates stating the relevant amounts within 30 days of such events taking place;
- c. notify Insurer promptly of changes in the circumstances listed in (a).

Article 9.

Premium

- a. The Insured is obliged to pay the premium and the costs payable by the due date. In the event of loss, such part of the premium as has not yet fallen due shall immediately become payable.
- b. If the policy also covers the Increase in the Contract Price, the Insured shall pay the premium for this by the due date of the premium for the insurance of the Contract Price, provided that if such Increase is more than 15% of the Contract Price, the premium relating to the Increase in excess of that 15% shall be paid on the performance of the work relating to the Increase in excess of that 15%.
- c. If Insurer agrees to an amendment to the Contract which only leads to a change in the extent of the cover as referred to in Article 1(b), Insurer shall change the premium on a pro rata basis. If Insurer agrees to other amendments to the Contract which lead to a change in the risk of Insurer, the relevant premium shall be determined by Insurer.
- d. If the Insured is not entitled to indemnification owing to a failure to comply with the policy conditions, this shall not entitle the Insured to a refund of premium.

Article 10.

Sanctions

- a. An incorrect or incomplete statement of facts or information prior to the conclusion of the Insurance Contract which, at the time of the statement, the Insured was aware or ought to have understood was or might be relevant to an assessment by Insurer of
 - the risk to be insured and/or
 - the environmental impact arising from the Contract and/or the project,may result in the lapse of entitlement to indemnity.
- b. The failure of the Insured to comply with its obligations as specified in Articles 7 and 8 and any increase in the risk due to its fault shall result in the lapse of its rights under the Insurance Contract. Insurer may, however, mitigate the consequences of such lapse, with due regard to the seriousness of the default and the seriousness of the interest which has been damaged.
- c. If the premium and the costs payable are not paid by the due date, interest equal to the statutory interest on arrears as referred to in Article 6:120(2) of the "Burgerlijk Wetboek" (Civil Code) shall be payable by the Insured from the due date.
- d. Without prejudice to the obligation of the Insured to pay the premium and costs payable, if the premium and costs have not been paid 15 days after written demand has been made, Insurer shall have a full discharge from its obligations.
- e. If, for the purposes of the Contract, credit facilities have been provided to the Buyer which exceed those specified in the Schedule under Conditions of Payment, and it is found that the Insured is involved in these credit facilities as lender, guarantor or party liable for recourse, its right to indemnification shall lapse.

Article 11.

Discontinuance/Performance of the remainder of the Contract

- a. If one or more of the events and/or circumstances referred to in Article 8(a) have occurred, the Insured may discontinue the performance of the Contract only with the written consent of, or as instructed in writing by Insurer.
- b. If the Insured wishes to discontinue the performance of the Contract, the Insured shall immediately request Insurer in writing, stating the reasons, for permission to discontinue the performance of the Contract. Insofar as such is possible and can reasonably be required, the Insured is obliged to perform the remainder of the Contract until the points of time referred to in (c) and (d).
- c. Insurer shall inform the Insured in writing of Insurer's decision not later than one month after receipt of the request referred to in (b). Insurer may refuse permission to discontinue the performance of the Contract only if such discontinuation is contrary to the interests of Insurer as insurer and/or of the Dutch government as re-insurer. Insurer shall have the right to instruct the Insured concerning the manner in which the work is to be continued.
- d. The period of one month referred to in (c) above may be extended by Insurer to three months if Insurer considers it necessary to have an expert or consultant, appointed by Insurer, institute an investigation.
- e. The provisions in (c) of this Article shall apply without prejudice to any rights and powers which the Insured might derive from the Contract in the cases as contemplated here. If the Insured is under the obligation to perform the remainder of the Contract as instructed by Insurer, as referred to in (c), the Insured shall not be entitled to raise the lack of financial resources as an objection. If the Insured refuses to perform the Contract, the Insured's right to indemnification shall lapse.

Article 12.

Loans/Advances

- a. If the Insured is obliged to perform the remainder of the Contract in accordance with the provision of Article 11(c), Insurer shall, starting from the date of the request as referred to in Article 11(b), extend funds as a loan which are necessary to ensure that the Insured can duly perform the remainder of Contract.
- b. Insurer shall in no case be obliged to extend more funds than the cover percentage of the Insured Costs for the part of the Contract still to be performed from the date of the request as referred to in Article 11(b).
- c. The funds thus extended as a loan by Insurer to the Insured shall be set off against the settlement of loss as provided for in Article 17 after completion of the work or at such earlier or later time as shall be agreed between the Insured and Insurer.
- d. If it is ascertained that the Buyer has rightfully adopted the point of view that the Insured has not properly fulfilled its obligations towards the Buyer under the terms of the Contract, either before or after the date of the request as referred to in Article 11(b), the Insured shall not be entitled to make a claim for indemnification. In that case the Insured shall also be obliged, at first request of Insurer, to refund to Insurer the funds paid by Insurer pursuant to the provisions in (a) and (b).

Article 13.

Dispute between the Insured and Insurer concerning the performance of the remainder of the Contract

- a. If the Insured is of the opinion that it is not or cannot be obliged to perform the remainder of the Contract, the Insured may submit the question to the applications judge (Voorzieningenrechter) of the District Court of Amsterdam giving its decision in interlocutory proceedings, who shall have sole authority to decide in this matter. Atradius shall also have the right to submit the dispute to the said applications judge.
- b. During such proceedings, the Insured shall continue performance of the Contract.

Part V. Claim settlement

Article 14.

Claims procedure

- a. The Insured shall be entitled to make a claim for indemnification after the expiry of the Waiting Period. However, if it is an established fact before the due date that (i) an Insured Receivable will not be paid within the Waiting Period and (ii) the selling-off of security within the Waiting Period will not generate any proceeds, the Insured shall be entitled to make a claim for indemnification after expiry of the due date of the Insured Receivable.
- b. If the Insured makes claims for indemnification, it shall supply all information and allow Insurer to inspect and take copies of all documents which Insurer considers necessary in order to assess such claims and calculate the loss. The Insured shall also co-operate fully in order that Insurer may also receive information from third parties or may inspect documents as referred to above.
- c. Insurer shall forward the calculation of indemnification to the Insured not later than the latest of the following two dates:
 - 30 days after expiry of the point at which the Insured is entitled to make claims of indemnification;
 - 60 days after receipt of all the above-mentioned information and documents.The above shall not apply if Insurer uses its right referred to under (d).
- d. During the period referred to in (c), Insurer shall be entitled to appoint an expert who will be responsible for checking the information and documents supplied and the amount of the loss for which the Insured is claiming indemnification. In this case, Insurer shall forward the calculation of indemnification to the Insured no later than 60 days after receipt of the expert's report.
- e. If the procedure in (d) is followed, Insurer may pay the Insured advance indemnification subject to such conditions as it may specify.
- f. Within 14 days of receipt of the written declaration by the Insured that it agrees to the calculation of indemnification, Insurer shall pay the indemnification in exchange for the legally valid assignment of the Insured Receivable in respect of which a loss is to be indemnified and of all rights and security which the Insured has in connection with the Contract. If the Insured has already assigned its rights and security to third parties, or restricted or pledged its rights and security, such assignment, restriction or pledge must first be negated.
- g. Indemnification shall be determined and paid in euros. Any conversion shall be at the rate of exchange referred to in Article 19.
- h. If Insurer has rejected a claim for indemnification in writing and with reference to this Article and the Insured has failed to summon Insurer before a competent court within 6 months of the date of such letter, the right to claim this indemnification shall lapse.

Article 15.

Possibility of advance indemnification in the event of a dispute

- a. If a dispute arises between the Insured and the Buyer and
 1. the Insured, in accordance with the provisions of the Contract with the Buyer or the rules of the law which otherwise applies, has instituted judicial or arbitration proceedings in order to resolve the dispute

and
 2. Insurer is of the opinion, on the basis of the information known to it at that time, that the Buyer's position is not well-founded, Insurer may pay an advance on any indemnification, subject to such conditions as it may specify.
- b. As soon as the dispute between the Insured and the Buyer has been resolved in the proceedings referred to in (a)1 above, the calculation of indemnification shall be made on this basis and the advance must be repaid.

Article 16.

Indemnification in the event of arbitrary cancellation

If the Buyer cancels the Contract or refuses to co-operate during the performance and the Insured has demonstrated to Insurer's satisfaction that the Buyer was not entitled to do so, Insurer may pay indemnification subject to such conditions as it may specify.

Article 17.

Calculation of indemnification

- a. Manufacturing loss
The extent of the loss shall be equal to the debit balance of:

DEBIT:

- the Insured Costs incurred in concluding and performing the Contract, as specified in (c), if and insofar as these costs do not form part of the Insured Receivables;
- the additional costs as specified in (d);

and CREDIT:

- the proceeds as specified in (e), if and insofar as these receivables do not form part of the Insured Receivables;
- the excluded losses as specified in Article 2;

The calculation shall be made in the currencies in which the costs are incurred, credit items being deducted from the costs incurred, per currency, and in chronological order.

- b. For Credit Risk, the extent of the loss shall be equal to the debit balance of

DEBIT:

- the Insured Receivables;
- Interest on arrears.

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

the additional costs as specified in (d);

and CREDIT:

- the proceeds as specified in (e), if and insofar as these receivables form part of the Insured Receivables;
- the excluded losses as specified in Article 2.

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

c. Costs incurred in concluding and performing the Contract.

1. The costs shall be determined on the same basis as the estimate, exclusive of VAT and profit. In the case of indirect costs, the part which is proportional to the direct costs which have been included, in proportion to the estimate, shall be included in the calculation of indemnification. In the case of an estimated loss, the costs to be reimbursed shall be decreased by a percentage equal to the estimated loss.
2. The costs (also including those costs incurred before the effective date of the Contract) incurred up to the date on which performance of the Contract was discontinued shall be included in the calculation of indemnification. If at that time the Insured still has current obligations, an additional calculation of indemnification shall be made as soon as further expenses have been incurred.
3. Obligations in respect of wages and social security contributions shall be eligible for a maximum period of three months thereafter, if it can be shown from production records (planning and time sheets) that non-productive hours occurred during this period as a direct result of the discontinuation of the Contract.
4. Finance costs shall be included for the period until the end of the Waiting Period. A rate of interest equal to the deposit rate of the European Central Bank plus 1.25 percentage points prevailing during the relevant financing period shall apply to financing with own funds.

d. Additional costs

The following shall be included as additional costs in the calculation of indemnification:

1. Collection costs and other costs incurred in mitigating and/or preventing the loss, provided that they have been incurred with the written approval of, or as instructed by Insurer;
2. Any payment which the Insured has had to make to the Buyer pursuant to a judgment of a competent court or arbitrator on account of the failure of the Insured to fulfil its obligations towards the Buyer for the reasons referred to in Article 6(c).

e. Proceeds

The following shall be deemed to be Proceeds:

1. Payments Received from or on behalf of the Buyer; these shall also be taken into account if they have been refunded to the Buyer;
2. credit notes in the name of the Buyer or a guarantor;
3. set-off between the Insured and the Buyer or a guarantor;
4. proceeds of sale elsewhere of repossessed parts of the work and of materials and parts intended for this purpose;
5. other proceeds which may be deemed to be related to the present Contract;
6. subsidies received by the Insured;
7. proceeds of the realisation of security or insurance payments;
8. discounts and set-off to which the Buyer or a guarantor is entitled;
9. expenditure which the Insured has saved by not receiving its Insured Receivable, e.g. agent's commission. This deduction shall be applicable only in the case of credit loss;
10. expenditure (including payments to intermediaries) which depends upon the payment of indemnification under this policy.

Article 18.**Proceeds after payment of indemnification**

All proceeds Insurer receives in euros in the euro zone on account of rights and security which the Insured has assigned to Insurer shall, after deduction of the costs incurred, be divided between the Insured and Insurer in proportion to each party's share in the loss as evidenced by the calculation of indemnification. The ultimate share of Insurer shall not, however, exceed the total amount of all indemnification paid under the policy, plus any interest paid by the Buyer and attributable to the indemnification.

Part VI.**Other provisions****Article 19.****Exchange rates**

- a. Foreign currency shall be converted at the indicative exchange rate quoted by the European Central Bank on the date on which said exchange rate is to apply. In the case of currencies for which no indicative exchange rate is quoted, the rate given by De Nederlandsche Bank N.V. to Insurer, calculated on the basis of market quotations, shall apply.
- b. The premium shall be calculated at the exchange rate prevailing on the effective date of the Contract. If, after issuing the policy, Insurer accepts to insure additional amounts under this policy, the exchange rate to be used in calculating the premium shall be that prevailing on the date that the Insured and the Buyer agreed those additional amounts.
- c. The additional costs as defined in Article 17(d) shall be converted at the exchange rate prevailing on the date they were incurred.
- d. The manufacturing loss shall be calculated at the exchange rate prevailing on the first business day of the month in which the costs were incurred.
- e. The credit loss shall be calculated at the exchange rate prevailing on the due date of the relevant Insured Receivable, provided that this does not exceed the exchange rate prevailing on the effective date of the Contract.
- f. Payments Received in non-transferable, local currency after payment of indemnification shall be converted into euros at the exchange rate prevailing on the date of receipt of the local currency.

Article 20.**Rescheduling**

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

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

Article 21.**Postponement of completion**

If the Insured has agreed with the Buyer that the completion of the work may take place at a later date than the latest date specified in the Schedule, Insurer shall agree to this later completion subject to the continuation of any security stipulated as a condition of the insurance. In this case the latest date for completion specified in the Schedule shall be altered and the premium shall be increased accordingly. The above shall not apply if an event as referred to in Article 6(c) has occurred.

Article 22.

Assignment or pledge of rights under the policy

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

Article 23.

Transfer of the insured interest

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

Article 24.

Scope of Insurer's liability

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

Article 25

Communication

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

Article 26

Applicable law and jurisdiction

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



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