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如欲查詢本公司資訊公開說明文件之內容，請至本公司網址：<http://www.eulerhermes.tw> 查詢

Euler Hermes Credit Insurance W(F)P Pledge of Receivables Endorsement - A

107 年 11 月 26 日裕利安宜 107 發字第 0085 號函備查

Pledge of Receivables Endorsement

You and we acknowledge and agree that you enter into a **Receivables Finance Agreement** with any **Supplier** with respect to sales to (Buyer's name) Group ((Buyer's name) and wholly owned subsidiaries) (individually "(Buyer's name) Buyer and collectively (Buyer's name) Buyers"), wherein you agree to provide finance on a non-recourse basis to any Supplier in respect of goods **Despatched** and/or services **Provided** by any **Suppliers** to any (Buyer's name) Buyer and such (Buyer's name) Buyer has contractually banned the **Supplier** from assigning such debts to a third party. Consequently, the **Supplier** agrees to pledge to you the receivables owing by such (Buyer's name) Buyer under a **Receivables Finance Agreement**.

In pursuance of the above, we agree that receivables owing to a **Supplier** by any (Buyer's name) Buyer which have been financed by you under a **Receivables Finance Agreement** and which are consequently pledged to you, will subject to your compliance of all the terms and conditions of the **Policy** as amended by this Endorsement; contribute to an **Insured Debt**. Consequently, the General Terms and Conditions are amended as follows:

1. Where used in this Endorsement:

- 1.1 The **Supplier** means any supplier who has:
 - entered in a **Receivables Finance Agreement** with you, and
 - supplies goods or services to a (Buyer's name) Buyer pursuant to a contract of sale between the Supplier and the (Buyer's name) Buyer .
- 1.2 **Receivables Finance Agreement** means a legally valid written agreement entered into between you and any Supplier pursuant to which the **Supplier** agrees to pledge to you receivables owing to the Supplier by a (Buyer's name)

Buyer in respect of goods and/or services supplied by the **Supplier** to that (Buyer's name) Buyer.

1.3 **Insured Debt** means the amount owing to a **Supplier** by any (Buyer's name) Buyer relating to undisputed receivables that have been pledged to you during the Insurance Period in accordance with a **Receivables Finance Agreement** entered between you and the Supplier.

1.4 The **Insured Debt** is restricted to:

- the amount of the **Approved Limit**, and
- the amount of the actual loss to be suffered by you in accordance with the **Receivables Finance Agreement** after taking into account the amount of any debt which you may recourse back to the **Supplier**, whether or not such right is exercised.

1.5 **Turnover** means the total invoice value of all receivables relating to the debt owing to any Supplier by (Buyer's name) **Group**, that the Supplier has pledged to you during the Insurance Period specified in the **Special Terms** in accordance with a **Factoring Agreement**.

2. A **Supplier** who has **Depatched** goods and/or **Provided** services to a (Buyer's name) Buyer and has obtained finance from you under a **Receivables Finance Agreement** and has consequently pledged to you the receivables owing to him by that (Buyer's name) Buyer, will be added as Joint Insured under the **Policy**. Such **Supplier** will only be Joint Insured under the **Policy** in respect of the receivables he has pledged to you under **Receivables Finance Agreement**. You and we agree that your rights will be joint and not several and the coverage under the **Policy** will be joint and not several in all the obligations you may have towards us.

3. We are only liable under this Endorsement if you have obtained an unlimited and irrevocable power of attorney from the **Supplier** in respect of receivables pledged to you under a **Receivables Finance Agreement** and that at all times you are able to assume all the rights and obligations that the **Supplier** has towards the relevant (Buyer's name) Buyer.

4. It is agreed between the parties named as Joint Insured that you will be legally responsible for any matter arising out of and/or connected to the **Policy**; and are fully authorised to act on their behalf by means of an unlimited Power of Attorney in your favour in any dealings with us under the **Policy** including the payment of claims by us.

The rights and obligations under the **Policy**, including but not limited to:

- the sending and receiving of any correspondence related to the **Policy**
- the handling of all claims (including submission of the non payment notification and the management of **Recoveries** in accordance with the **Policy**)
- the payment of collection fees and the receiving of claim payments
- the declaring of **Turnover** and payment of premium under the **Policy**

will be exercised solely by you and the <**Supplier**> will have no obligation or liability whatsoever in respect of the **Policy** except for any obligations which, due to contractual, legal or regulatory requirements can be executed only by the Joint Insured. In such cases, <**Supplier**> will act on your behalf and on your instruction.

Furthermore, it is understood that any collection mandate you may send us together with the non payment notification should be signed by the owner of the **Insured Debt**. Where a **Supplier** is the owner of the **Insured Debt** and the **Supplier** has given you an unlimited Power of Attorney, you may sign the collection mandate and non payment notification on behalf of the **Supplier**. The terms of the Collection Service Agreement are to be understood within this context.

We shall have no liability under the **Policy** unless you comply with all the terms and conditions of the **Policy**.

5. We are only liable under this Endorsement if on payment of a claim, you are able to transfer to us all of the **Supplier's** rights, claims and defences against the **Buyer** in respect of receivables relating to a **Receivables Finance Agreement**, that are the subject of such claim.
6. Any reference to an interfactoring agreement and/or import factor and/or export factor will be deleted and the General Terms and Conditions will be construed accordingly.