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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 Retention of Title Endorsement- CROT01

### 保單條款

108 年 08 月 01 日裕利安宜 108 發字第 0082 號函備查

#### Retention of Title Endorsement

You and we agree that:

1. For the purpose of this Endorsement:
  - 1.1 “Contract” means a legally valid and enforceable agreement between you and a **Buyer** for the sale and **Despatch** of goods by you to that **Buyer**.
  - 1.2 “Retention of Title Clause” means a clause that;
    - 1.2.1 is legally valid and incorporated into your Contract with a **Buyer**; and
    - 1.2.2 states that title to the goods being sold and **Despatched** by you will only pass to a **Buyer** when you have received payment in full in respect of those goods being sold and **Despatched**.
2. If your Contract relates to goods being sold and **Despatched** to a **Buyer** then we are not liable for any indebtedness owed to you by that **Buyer** unless;
  - 2.1 that Contract has a Retention of Title Clause; and
  - 2.2 you have satisfied to us that you have taken all reasonable efforts to enforce your rights under that Retention of Title Clause in the event of a loss relating to that **Buyer**.
3. Notwithstanding the above, provided that you have given us evidence which satisfies us that;
  - 3.1 the Retention of Title Clause is not legally recognised or is otherwise ineffective and unenforceable in the country of the **Buyer**; or
  - 3.2 you have used your best endeavours to incorporate a Retention of Title Clause

into your Contract with a **Buyer**,

then we will not avoid liability under the **Policy** for your inability to;

- have such a Retention of Title Clause incorporated into that Contract; or
- enforce your rights under that Retention of Title Clause