华泰财产保险股份有限公司信用险

Insolvency & Default Insurance (Risks Attaching)

編號	項目	English wordings	Chinese translation
1	Insuring clause	**A. Insuring clause** In consideration of the payment of the Premium, subject to the statements made to the Company by the Insured and in strict accordance with the Policy Schedule and endorsements made as part of the Policy and its terms and conditions, Huatai Insurance Company of China., Ltd. (the “Company”) agrees to indemnify the Insured for the Insured Percentage of Loss in excess of the Deductible, incurred in connection with Eligible Shipments and caused directly by Insolvency or Default of the Buyer, up to the applicable Limits of Liability.	**A. 承保条款** 鉴于投保人已支付“保费”，华泰财产保险股份有限公司（以下称“本公司”）依据“被保险人”向“本公司”所作陈述并按照“承保明细表”、批单的约定以及本“保单”的条款，同意按照约定的“承保比例”在“责任限额”内赔偿“被保险人”与“合格发运”有关的，因“买方”“无清偿能力”或“不履行债务”所直接引起的超过“免赔额”部分的“损失”。
2	Definition 1	**B. Definitions** In this Policy, the Policy Schedule and any endorsements, the following words and terms shall have the following meanings unless the context requires otherwise. **1. Buyer** shall mean a duly organised and legally existing privately-owned corporation, proprietorship, partnership in the Buyer's Country with whom the Insured has entered into a Contract of Sale. The term Buyer shall include where applicable: (a)its Group; and (b)its guarantor.	**B. 定义** 于本“保单”、“承保明细表”及所有批单中，除依上下文另有其它意义外，以下词语或表述具有如下意思： **1.“买方”：** 是指与“被保险人”签订“买卖合同”，在“买方国家”正式设立，公司、企业及其他经济组织。 在适当情形下，“买方”包含： (a)其“集团”；及 (b)其担保人。
3	Definition 2	**2. Buyer's Country** shall mean the country specified in the Policy Schedule or in an endorsement from which the Buyer is obliged to pay the Insured under the terms of the Contract of Sale.	**2.“买方国家”：** 是指“承保明细表″或批单所列明的国家，且依据“买卖合同”的约定，“买方”有义务从该国家向“被保险人”支付款项。
4	Definition 3	**3. Collection Costs** shall mean direct, reasonable and necessary third-party costs incurred in pursuing or obtaining Recoveries against the Buyer.	**3.“催收成本”：** 是指由“被保险人”以外第三人，代“被保险人”向“买方”追索或取得“追偿额”所支出的直接、合理及必要费用。
5	Definition	4. Company shall mean Huatai	**4.“本公司”：**

	4	Insurance Company of China, Ltd.	是指华泰财产保险股份有限公司。
6	Definition 5	**5. Confirmation of Debt** shall mean the following: In the case of Insolvency: written confirmation from the trustee in bankruptcy, liquidator, reorganization trustee or equivalent (as may be required by regulations in force in the Buyer's Country), of the amount ranking against the insolvent estate of the Buyer in respect of amounts owing to the Insured; or In the case of Default: a final and unappealable judgment or arbitration award in favour of the Insured from the appropriate court or arbitration tribunal having jurisdiction over the Buyer's business and evidence to the Company's satisfaction of action which the Insured has taken to enforce the judgment or award.	**5.“债务确认”：** 在“无清偿能力”的情况下，是指： 依据“买方国家”现行有效的法律，由破产、清算、重组程序中的财产受托人（管理人）对“买方”的破产财产分配后_仍未清偿“被保险人”的金额进行书面确认；或者 在“不履行债务”的情况下，是指： 对“买方”交易行为有管辖权的法院或仲裁机构做出的“被保险人”胜诉的终审判决或者终局裁决，且需要有“本公司”认可的证明“被保险人”已经采取措施要求强制执行该判决或裁决的证据。
7	Definition 6	**6. Contract Currency** shall mean the currency in which the Buyer is obliged to pay the Insured under the terms of the Contract of Sale.	**6.“合同货币”：** 是指“买方”依据“买卖合同”条款应支付给“被保险人”的货币。
8	Definition 7	**7. Contract of Sale** shall mean the written agreement, order form, invoice or other written document customarily used by the Insured to evidence the contract between the Insured and the Buyer.	**7.“买卖合同”：** 是指书面合同、订单、发票或“被保险人”通常使用的，可以证明其同“买方”之间存在合同关系的其他书面文件。
9	Definition 8	**8. Country Limit of Liability** shall mean the amount stated in the Policy Schedule or an endorsement which is the maximum liability of the Company for all Losses in a Buyer's Country in any one Policy Period.	**8.“国家责任限额”：** 是指“承保明细表”或批单所载任一“保险期间”内“本公司”在单一“买方国家”，对所有“损失”所承担的最高责任限额。
10	Definition 9	**9.Credit Limit** shall mean the maximum amount of credit approved to be outstanding from the Buyer at any one time, excluding sales, value-added or other taxes, and shall be: (a)where the total amount of credit approved is equal to or below the Discretionary Credit Limit, the written limit for the Buyer established by the Insured in accordance with its Credit	**9.“信用限额”：** 是指保单核定的“被保险人”于任一时间内未受“买方”清偿的最大金额（不含营业税、增值税或其它税赋），且依下列规定确定： “被保险人”为某一“买方”设定的信用总额等于或低于“自定信用额度”时，即为“被保险人”依据其“信用管理程序”为该“买方”设定的书面额度；或

		Management Procedures; or (b) where the total amount of credit approved is above the Discretionary Credit Limit, the limit specified in writing by the Company for that Buyer and evidenced by an endorsement; and (c) in respect of (a) or (b) above, where a Buyer is part of a Group, the limit for the Group, which shall be the approved aggregated credit exposure limit for all Buyers which are part of the Group, jointly.	当“被保险人”为某一“买方”设定的信用总额高于“自定信用额度”时，则需“本公司”以书面方式予以核准，并附贴批单为凭；且 如果“买方”属“集团”成员时，则就上述(a)或(b)而言，“集团”限额应为同属“集团”成员的所有“买方”加总累计后的“信用限额”，并经“本公司”予以核准。
11	Definition 10	**10. Credit Management Procedures** shall mean the representations made by the Insured to the Company that describe its credit management procedures. This includes the Credit Procedures Questionnaire and all relevant documentation on file with the Company.	**10.“信用管理程序”:** 是指“被保险人”向“本公司”所做的关于其信用管理程序的说明，包含“信用调查问卷”及“本公司”存档的所有相关文件。
12	Definition 11	**11. Date of Loss** shall mean the date on which either Insolvency or Default occurs whichever is the earlier.	**11.“损失日期”:** 是指“无清偿能力”或“不履行债务”发生的日期，以较早发生者为准。
13	Definition 12	**12. Deductible** shall mean the amount specified in the Policy Schedule or an endorsement, which is the aggregate amount of Losses that exceed the Non-Qualifying Loss Amount which the Insured shall retain for its own account.	**12.“免赔额”:** 是指“承保明细表”或批单所列明的金额，该金额是已经扣除“不在保单赔付范围内损失金额”后仍应由“被保险人”自行负担的损失金额的总和。
14	Definition 13	**13. Default** shall mean the failure of the Buyer including any guarantor to pay the amount owing under a Contract of Sale at the end of one hundred and eighty (180) days from the Due Date.	**13.“不履行债务”:** 是指“买方”(含任何担保人）自“到期日”起算一百八十(180)日内尚未支付“买卖合同”下积欠的金额。
15	Definition 14	**14. Discretionary Credit Limit** shall mean the amount specified in the Policy Schedule or an endorsement which is the maximum Credit Limit the Insured may establish for a Buyer in accordance with its Credit Management Procedures without obtaining a written Credit Limit from the Company evidenced by endorsement.	**14.“自定信用额度”:** 是指“承保明细表”或批单所列明金额，该金额为“被保险人”在未从“本公司”取得批单形式的书面“信用限额”的情况下，依其“信用管理程序”可为单一“买方”设定的最大“信用限额”。
16	Definition 15	**15. Due Date** shall mean the original date payment is required to be made by the Buyer to the Insured under the terms of the Contract of Sale.	**15.“到期日”:** 是指“买方”依据“买卖合同”应支付款项给“被保险人”的初始日期。

17	Definition 16	**16. Eligible Shipments** shall mean any and all Shipments of Goods Insured made to the Buyer during the Policy Period pursuant to a Contract of Sale, delivered as required under the contract and sold for Contract Currency. The value of Eligible Shipments shall exclude sales, value-added or other taxes.	**16.“合格发运”：** 是指对于在“保险期间”内依据“买卖合同”交货予“买方”，并按“合同货币”出售的“承保商品”的所有“发运”。“合格发运”货物的价值不包括营业税，增值税或其他赋税。
18	Definition 17	**17. Goods Insured** shall mean goods and/or services specified in the Policy Schedule or an endorsement.	**17.“承保商品”：** 是指“承保明细表”或批单所列明的商品及/或服务。
19	Definition 18	**18. Group** shall mean the Buyer and all companies and other entities controlling, controlled by, or under common control with the Buyer, where “control” means ownership directly or indirectly of more than fifty percent (50%) of the voting share capital.	**18.“集团”：** 是指“买方”及控制“买方”、由“买方”控制或与“买方”同属共同控制关系下的所有公司及组织，其中“控制”是指直接或间接拥有百分之五十(50%)以上具有表决权的股份。
20	Definition 19	**19.Insolvent/Insolvency** shall mean when a Buyer including any guarantor is in any of the following circumstances: enter into; and/or itself apply for or a third party applies against it for; and/or call meetings of shareholders and/or partners and/or creditors with a view to one or more of liquidation； bankruptcy (including composition with creditors under Bankruptcy Law)； compulsory dissolution； reorganization；	**19.“无清偿能力”：** **是指“买方”（包括任何担保人）有下列任一情形时：** 进入；及/或 自己申请或经他人申请；及/或 基于后述目的召开股东会及/或合伙人及/或债权人会议。 一项或多项 清算； 破产（含破产法下与债权人和解）； 强制解散； 重组；

		any events under laws of the country where the Buyer is located, which , in the opinion of the Company, would have a substantially similar effect with any of the foregoing.	根据“买方”所属国法律，“本公司”认定的，可能有与以上各项具有实质性类似效果的情形。
21	Definition 20	**20. The Insured** shall mean the individual or entity specified in the Policy Schedule or an endorsement.	**20.“被保险人”：** 是指“承保明细表”或批单所列明的自然人、法人或其他组织。
22	Definition 21	**21. Insured Percentage** shall mean the percentage specified in the Policy Schedule or an endorsement.	**21.“承保比例”：** 是指“承保明细表”或批单所列明的比例。
23	Definition 22	**22. Limits of Liability** shall collectively mean: Credit Limit, Country Limit and Policy Limit of Liability.	**22.“责任限额”：** 是指“信用限额”、“国家责任限额”及“保单责任限额”的总称。
24	Definition 23	**23. Local Currency** shall mean the official currency of the Buyer's Country.	**23.“当地货币”：** 是指“买方国家”的官方货币。
25	Definition 24	**24.Loss** shall mean the aggregate amount of Eligible Shipments where the amount exceeds the Non-Qualifying Loss Amount, including non-penalty interest, if any, accrued and unpaid to the original Due Date, excluding any: (i) discounts or other similar allowances and concessions agreed upon between the Insured and the Buyer; and/or (ii) amounts which prior to the Date of Loss the Insured has received from any source whatsoever as or towards payment for the Eligible Shipments, including realisation of any security and recovered or returned goods and resale of the goods; and/or (iii) expenses saved by the Insured by the non-payment of agent's commissions, non-fulfilment of the Contract of Sale or otherwise; and/or (iv) amounts which the Buyer would have been entitled to deduct by way of credit, set-off or counterclaim against the Insured; and/or (v) sales, value-added, or other taxes. (vi) amount in excess of the Credit Limit.	**24.“损失”：** 是指“合格发运”所涉及货物和/或所提供服务的总金额且应扣除“不在保单赔付范围内损失金额”。上述“损失”也包括自初始“到期日”起应计未付的非惩罚性利息（如有），但不含： (i) “被保险人”和“买方”已商定的折扣或其它类似折让及减让；及/或 (ii) “被保险人”于“损失日期”前通过任何途径已收回的属于或用于支付“合格发运”的款项，包含任何担保的实现、商品的收回或退还及转售商品所得的款项；及/或 (iii) “被保险人”由于未履行“买卖合同”而节省的费用，代理人佣金等；及/或 (iv) “买方”有权以主张抵免，提起债务抵销及提起反诉等方式从“被保险人”处扣除的金额；及/或 ~~(iv)~~(v) 营业税、增值税或其它税赋； ~~(v)~~(vi) 超过“信用限额”的金额。
26	Definition 25	**25. Maximum Extension Period** shall	**25.“最大延展期间”：**

		mean the number of consecutive calendar days from the original Due Date as specified in the Policy Schedule or an endorsement.	是指"承保明细表"或批单所列明初始"到期日"后连续的日历天数。
27	Definition 26	**26. Maximum Terms of Payment** shall mean the longest initial period of credit and the minimum security for payment that the Insured may grant to the Buyer as specified in the Policy Schedule or an endorsement.	**26."最高付款条件":** 是指"承保明细表"或批单所列明"被保险人"给予"买方"的最长初始信用期间及最低付款担保。
28	Definition 27	**27. Non-Qualifying Loss Amount** shall mean the amount specified in the Policy Schedule or an endorsement.	**27."不在保单赔付范围内损失金额":** 是指"承保明细表"或批单所列明的"保单"不涵盖之损失与相关费用金额。
29	Definition 28	**28. Policy Currency** shall mean the currency specified in the Policy Schedule or an endorsement in which the Premium is payable and the applicable Limits of Liability, the Non-Qualifying Loss Amount and the Deductible are stated.	**28."保单货币":** 是指"承保明细表"或批单所列明货币，用以支付"保费"，并用以表示相关"责任限额"、"不在保单赔付范围内损失金额"及"免赔额"的货币。
30	Definition 29	**29. Policy Limit of Liability** shall mean the amount specified in the Policy Schedule or an endorsement and which is the Company's maximum liability for the aggregate of all Losses insured under the Policy.	**29."保单责任限额":** 是指"承保明细表"或批单所列明金额，为"本公司"对"保单"承保的所有损失所承担的最大责任。
31	Definition 30	**30. Policy Period** shall mean the period the Policy is in force as specified in the Policy Schedule or an endorsement.	**30."保险期限":** 是指"承保明细表"或批单所列明的"保单"有效期间。
32	Definition 31	**31. Premium** shall mean the premium payable in respect of the Policy as specified in the Policy Schedule or in an endorsement.	**31."保费":** 是指"承保明细表"或批单所列明"保单"应付保费。
33	Definition 32	**32. Recoveries** shall mean any monies, securities, guarantees, rights, remedies, advantages or concessions held by the Insured or available to the Insured after the Date of Loss for the purpose of reducing a Loss.	**32."追偿额":** 是指"损失日期"后"被保险人"为减少损失而取得或可获得的所有金钱、担保、保证、权利、补偿、利益或减让。
34	Definition 33	**33. Shipment** shall mean the delivery of goods and/or services to a Buyer, which shall be deemed to take place when the goods have left the control of the Insured for the purpose of delivery to a Buyer and/or when the services have been performed and invoiced to the Buyer.	**33."发运":** 是指将商品交付及/或服务提供给"买方"。当商品基于交付"买方"的目的而脱离"被保险人"的控制，及/或当服务已提供完毕，并向"买方"出具发票时，即视同交付已完成。
35	Definition 34	**34. Waiting Period** shall mean the number of consecutive calendar days that must elapse before any Loss is payable under the Policy and which shall be thirty (30) days after the Company has received satisfactory Confirmation of	**34."等待期":** 是指"保单"规定任何"损失"得以理赔前应经过的连续日历天数。此应为"本公司"收到符合规定的"债务确认"后三十（30）天。

		Debt.	
36	Exclusion 1	**C. Exclusions** The following Losses are excluded and no indemnity shall be payable under the Policy in respect of any Loss caused by any of the following: 1. Wrongful, wilful or dishonest acts, and/or omissions of the Insured or its agents or its carrier.	**C. 除外责任** 本“保单”对由以下原因造成的“损失”不予承保并不负责理赔： 1.“被保险人”或其代理人或其承运人的不当、故意或违反诚实信用原则的行为及/或疏忽。
37	Exclusion 2	2. Disputes between the Insured and the Buyer, unless and until each dispute shall have been finally resolved and the sum due to the Insured shall be a valid and legally enforceable indebtedness of the Buyer, its bankruptcy trustee, reorganizer, administrator, receiver, liquidator or other legally appointed supervisor, or its successor in interest.	2.“被保险人”与“买方”间发生的争议。 以下情况不在此限，即该争议已经最终解决且“买方”，其破产受托人、重组管理人、管理人、接管人、清算人或其他依法指定的监管人或其利益继受人对“被保险人”的负债合法有效，且可以执行。
38	Exclusion 3	3. The failure of the Insured or its agents to comply with the applicable laws and regulations for the acquisition and transfer of Contract Currency and the fluctuation of the currency exchange rate.	3.“被保险人”或其代理人未遵循“合同货币”汇兑的相关法律及规定以及汇率的变动所产生的损失。
39	Exclusion 4	4. Failure by the Insured or the Buyer to obtain any import or export license or other authorization or extension of the period of aforesaid license necessary for the performance of the Contract of Sale unless a previously valid import or export license or other authorization has been withdrawn after the date of Shipment.	4.“被保险人”或“买方”未取得履行“买卖合同”而必要的进出口许可或其它授权或者以上许可证的展期，但原有效进出口许可或其它授权在“发运”日期后遭撤销的除外。
40	Exclusion 5	5. The failure of the Insured to fulfill any of the terms and conditions of the Contract of Sale with a Buyer.	5.“被保险人”未按“买卖合同”的约定向某一“买方”履行义务。
41	Exclusion 6	6.Insolvency or financial default of: (a)any party except the Buyer; or (b) any company and/or other entity in which the Insured has an ownership interest and/or a director or partner in common	6.以下当事人的“无清偿能力”或“不履行债务”的行为： (a)“买方”以外的他方；或 (b)“被保险人”拥有所有权权益的任何公司及/或其它法人或组织及/或与“被保险人”具有同一董事或合伙人的任何公司及/或其它法人或组织。
42	Exclusion 7	7. Any contract between the Insured and a publicly-owned entity of its country, being the central government or one of its ministries, departments or agencies and/or a regional or local authority and/or a nationalised undertaking.	7.“被保险人”与其所在国家的政府机构/具有社会管理职能的其他机构/国有企业事业单位（中央政府或其部委、司、局机构及/或地方当局及/或国有企业、事业单位）签订的任何合同。

43	Exclusion 8	8.Any Shipments made to any Buyer that, as at inception of the Policy, (a) is Insolvent, or, unless otherwise agreed to in writing by the Company, (b) is more than sixty (60) days overdue in any payment obligation to the Insured, or (c) for whom the Insured has rescheduled or extended the Due Date of any payment obligation prior to inception of the Policy, or (d) the Insured is aware to be in financial difficulties prior to inception of the Policy. Payment obligations that are disputed by the Buyer in writing will not be considered overdue for the purpose of this clause.	8.如"买方"在"保单"生效时已有下列任一情形，但"被保险人"仍向"买方"提供任何"发运"的： (a)"买方"已"无清偿能力"，除非"本公司"书面确认承保；或 (b)"买方"对"被保险人"所负的任何付款义务逾期超过六十（60）日；或 (c)"保单"生效前，"被保险人"已更改或延长"买方"的"到期日"；或 (d)"被保险人"于"保单"生效前明知即将发生财务困难。 上述(b)至(d)款，如经"本公司"书面同意者，不在此限。 本除外条款中，"买方"已对付款义务提出书面异议的不视作付款逾期。
44	Exclusion 9	9.Any Loss arising in any country not specified in the Policy Schedule or in an endorsement	9.在"承保明细表"或批单未注明的国家发生的任何"损失"。
45	Exclusion 10	10.Any debts that are purchased or otherwise acquired by the Insured from any entity unless agreed in writing by the Company and evidenced by an endorsement.	10.除"本公司"书面同意并附贴批单为凭外，"被保险人"对任何自然人、法人或其他组织所购买或继受取得的债权。
46	Exclusion 11	11. Any Loss insured elsewhere or by other insurance policy.	11.已由其他险种承保或在其他处承保的"损失"。
47	Exclusion 12	12. Any post-maturity, penalty or other interest accrued on balances unpaid after the original Due Date	12.逾期支付的合同余款、违约金或逾期支付的合同余款自初始"到期日"之后的利息。
48	Exclusion 13	13. Nuclear reaction or nuclear radiation or radioactive contamination.	13.核子反应或核子辐射或辐射污染。
49	Exclusion 14	14. War between the People's Republic of China, France, the United Kingdom, the Russian Federation and/or the United States of America.	14.中华人民共和国、法国、英国、俄罗斯联邦及/或美国之间发生的"战争"。
50	Warranties	**D. Warranties** The following are conditions precedent to any liability of the Company under the Policy. **1.The Proposal Form, Credit**	**D. 保证** 以下为"本公司"依据"保单"应承担责任的前提条件： **1.投保书，信用调查问卷**

		Procedures Questionnaire The Insured has completed a Proposal Form and the Credit Procedures Questionnaire, which, together with any attachments and additional information, are accurate and complete in all material respects and are in consequence incorporated into the Policy as its basis.	“被保险人”已填写的投保书、信用调查问卷，及其附件和其他信息，应实质上正确、完整，并作为“保单”的基础，成为“保单”的一部分。
51	Warranties 2	**2.Disclosure** At inception of the Policy the Insured has disclosed in writing to the Company any matter, fact or circumstance which is likely to give rise to a Loss hereunder of which it has knowledge.	**2.被保险人的披露义务** “保单”生效时，投保人及被保险人对于本公司的询问，均应据实说明
52	Warranties 3	**3.Credit Management Procedures** The Insured shall adhere to the Credit Management Procedures and shall consistently follow these procedures to determine that a Buyer has both the financial capacity to meet its payment obligations and a record of meeting similar obligations on a timely basis, and that it will not vary or change its Credit Management Procedures in any material way without obtaining the Company's written approval. Any joint Insured added by endorsement is subject to the same Credit Management Procedures.	**3.“信用管理程序”** “被保险人”应遵循“信用管理程序”，并以此为依据判断“买方”是否拥有履行付款义务的财务能力及如期履行类似义务的记录，并确保未经“本公司”书面同意，不得实质性修改或改变其“信用管理程序”。任何以批单形式加入的共同“被保险人”必须遵守相同的“信用管理程序”。
53	Warranties 4	**4.Due diligence** The Insured shall at all times act prudently and as though uninsured, use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any Loss and act in accordance with any directions that the Company shall reasonably give.	**4.审慎义务** “被保险人”应随时如同未曾投保般审慎行事；履行善良管理人的义务，依据“本公司”的合理指示，从事并同意从事所有合理可行的行为以避免或减少“损失”。
54	Warranties 5	**5.The Insured’s retention** To retain for its own account and uninsured any amount which exceeds the amount that the Company is liable to pay to the Insured under the Policy, including Losses to the amount of the Deductible, Losses below the Non-Qualifying Loss Amount, the uninsured percentage of any Loss and any Losses in excess of the Policy Limit of Liability.	**5.“被保险人”自留额** 本“保单”下由“本公司”向“被保险人”赔付的金额以外的，由“被保险人”自行负担且未承保的金额。包括“免赔额”部分的“损失”、“不在保单赔付范围内损失金额”、未投保部分的“损失”及超过“保单责任限额”的任何“损失”。
55	Warranties 6	The following are conditions precedent to the Company’s liability in respect of individual claims. **6.Confidentiality** The Insured shall not disclose the	以下为“本公司”承担个别索赔责任的先决条件。 **6.保密** 未经“本公司”事先同意，“被保险人”在“损

		existence of the Policy and its details, at any time, either before or after a Loss occurs and whether before or after the expiry of the Policy, to any third party other than to its own professional, financial and legal advisors, without the prior consent of the Company	失”发生前后及“保单”期满前后任何时间，皆不得将“保单”的存在及其细节向其专业顾问、财务顾问及法律顾问以外的第三人透露。
56	Warranties 7	**7.Invoicing** The Insured shall invoice the Buyer, in respect of goods, within fourteen (14) days of Shipment and, in respect of services, within fourteen (14) days of rendering the service.	**7.开立发票** “被保险人” 应在不迟于“发运”后十四(14)日内及服务提供后十四(14)日内，就商品或服务向“买方”开立发票。
57	Warranties 8	**8.Contract of Sale** The Contract of Sale must specify the nature and quantity of the goods and/or services to be sold, the Contract Currency and the terms of payment.	**8.“买卖合同”** “买卖合同”应注明将出售商品及/或服务的性质及数量、“合同货币”及付款条件。
58	Warranties 9	**9.Terms of payment** The Insured shall not extend to the Buyer terms of payment greater than or with security less than the Maximum Terms of Payment	**9.付款条件** “被保险人”给予“买方”的付款期限不得长于“最高付款条件”中最长初始信用期限，不得低于“最高付款条件”中最低担保金额的约定。
59	Warranties 10	**10.Credit Limit** Where the Buyer is part of a Group, the Insured shall approve an aggregated credit exposure limit for the Group in addition to an individual limit for each company and/or other entity.	**10.“信用限额”** “买方”为“集团”成员时，“被保险人”除应设定每家公司及/或其它法人或组织的个别限额外，也应设定该“集团”的总信用限额。
60	Warranties 11	**11.Guarantor** Where the Buyer includes a guarantor, any guarantee must be valid and effective and the Insured shall enforce payment under it.	**11.担保人** 当“买方”包括担保人时，所有担保应合法有效，且“被保险人”应已经向担保人主张权利或对担保物行使权利以冲抵欠款并提供相应的书面证明。
61	Warranties 12	**12.Observance of law** The Insured shall observe and comply with all laws and regulations of the Insured's and the Buyer's Country of which it should reasonably be aware, unless and until prohibited from so complying by a law, order, decree or regulation in force in the Insured's or the Buyer's Country.	**12.法规遵循** “被保险人”应遵循并遵守在合理情况下可以知悉的“被保险人”及“买方国家”的所有法律及法规，但依据“被保险人”国家及“买方国家”的有效法律、命令、法令或规章而无法遵循者除外。
62	Overdues and claims conditions 1	**E. Overdues and claims conditions** The following are further conditions precedent to the Company’s liability in respect of individual claims. **1.Reporting procedures** **(a)Overdue Accounts**	**E. 逾期及索赔条件** 以下为“本公司”对个别索赔承担相关责任的进一步保证： **1.报告程序**

		The Insured shall notify the Company of all debts overdue by more than the Maximum Extension Period as at the end of each month, by providing a report thereof to the Company within ten (10) working days of the end of each month. **(b)Adverse Information and Potential Losses** Where the Insured has knowledge of any information or circumstance which indicates that the Buyer may not be able to perform or comply with their payment obligations to the Insured under a Contract of Sale, or circumstances which may reasonably be expected to result in a Loss, the Insured shall notify the Company in writing immediately upon becoming aware of this information or circumstance, irrespective of whether the Buyer is overdue in any payment obligation to the Insured.	**(a)逾期帐款** 每月终了时，就超过约定的“最大延展期间”仍未清偿的所有债务，“被保险人”应通知“本公司”，并于每一自然月终了后十(10)个工作日内向“本公司”提出报告。 **(b)负面信息及潜在损失** “被保险人”知悉的相关信息或情形显示“买方”可能无法履行“买卖合同”或依“买卖合同”无法向“被保险人”支付货款，或得知可合理预期将产生“损失”的情形时，“被保险人”于得知此信息或情形时，无论“买方”支付款项的义务是否逾期，都应立即书面通知“本公司”。
63	Overdues and claims conditions 2	**2.Cease Shipments** The Insured shall not incur any further exposure following the occurrence of an event or circumstances that may reasonably be expected to result in a Loss and to any Buyer that becomes Insolvent. The Company has no liability for further Shipments made to any Buyer: (a)which has become overdue in any payment obligation (whether or not insured under the Policy) to the Insured, beyond the “stop shipments” date specified in section 7 g) i. of the Credit Procedures Questionnaire, unless postponed in accordance with 3. Postponement of Due Date, below; and/or (b)if a payment is not made on a Due Date postponed in accordance with 3. Postponement of Due Date, below	**2.停止发运** “被保险人”在可合理预期将产生“损失”及致使“买方”成为“无清偿能力”的事件或情形发生后，不得使其出险的风险进一步增加。如“买方”有下列情形，而“被保险人”仍继续“发运”的，“本公司”不承担任何责任： (a) 对“被保险人”的付款义务未如期履行（无论是否属“保单”承保范围）且超过“信用调查问卷”第 7(g)i 款所列“停止装运”日期，但依后述第 3 条（“到期日”延展）而延展的除外；及/或 (b) 至依后述第 3 条（“到期日”延展的规定）延展后的“到期日”仍未付款的。
64	Overdues and claims conditions 3	**3.Postponement of Due Date** The Insured shall not postpone, reschedule, extend (including by the use of payment plans), accelerate or otherwise change any Due Date without	**3.“到期日”延展** 未经“本公司”事先书面同意，“被保险人”不得推迟、变更、延长（含任何付款计划的使用）、提前或更改“到期日”。 但是，如果“买方”无能力付款或表示在原始

		the prior written consent of the Company. However, in the event that a Buyer is unable or unwilling to make a payment on the original Due Date, the Insured may grant without the prior written consent of the Company one postponement to the Buyer for a period not exceeding the Maximum Extension Period, provided that: (a)the Due Date is not evidenced by any of the following: bill of exchange, promissory note, cash against documents terms, documentary sight draft, documents against payments transaction or payment under a letter of credit; and (b)the Insured knows no adverse information on the Buyer; and (c)the request for extended terms is made shortly before or after the original Due Date. In the event of the Insured agreeing to a postponement in this way, the new Due Date shall become the Due Date for all purposes under the Policy. Payment obligations that are disputed by the Buyer in writing will not be considered overdue for the purpose of this clause.	“到期日”不付款，“被保险人”可不经“本公司”事先书面同意而允许“买方”延展“到期日”一次，但不得超过“最大延展期间”，且应符合以下条件： (a)“到期日”未载于下列任一文件：汇票、本票、凭单付款条件、即期跟单汇票、交单付款交易或信用证付款；及 (b)“被保险人”不知悉不利于“买方”的信息；及 (c) 延展期间的请求于初始“到期日”前后立即提出。 如果“被保险人”同意按此方式延展，新的“到期日”即成为“保单”适用的“到期日”。 本条款中，“买方”已对付款义务提出书面异议的不视作付款逾期。
65	Overdues and claims conditions 4	**4.Notification of Loss** The Insured shall notify the Company in writing immediately after becoming aware of a Loss.	**4.“损失”通知** “被保险人”得知“损失”后应立即书面通知“本公司”。
66	Overdues and claims conditions 5	**5.Prompt Notification and Submission of Claim** The Insured shall submit to the Company a completed Claim Form within ninety (90) days of first notifying the Company of the Loss. The signed and completed Claim Form should be delivered to:	**5.立即通知及理赔申请** “被保险人”应于初次将“损失”通知“本公司”后九十(90)日内，向“本公司”提交填写完毕的“索赔申请表”。 签章且填写完整的“索赔申请表”应送达以下地址：　　　。
6	Overdues	**6.Confirmation of Debt**	**6.“债务确认”**

67	and claims conditions 6	The Insured shall provide the Company with Confirmation of Debt in a form satisfactory to the Company	“被保险人”应按“本公司”可接受格式，向“本公司”提供“债务确认”。
68	Overdues and claims conditions 7	**7.Assessors and Auditors** The Company is entitled to appoint independent assessors and auditors to verify and advise the Company on all aspects of any claim including but not limited to Confirmation of Debt, the calculation of the claim amount, recovery action and Collection Costs.	**7. 财产估价(Assessors)及审计人员** “本公司”有权指定独立财产评估及审计人员，就理赔（包含但不限于“债务确认”、理赔金额计算、追偿行动及“催收成本”）所有方面予以查验并向“本公司”提供建议。
69	Overdues and claims conditions 8	**8.Calculation of Claim Amount** Losses shall aggregate towards the Deductible in chronological order according to Date of Loss. Any Loss which is less than the Non-Qualifying Loss Amount is excluded from the Policy and shall not be taken into account in applying the Deductible. The Company will pay the Insured Percentage of the Credit Limit applicable for the Buyer on the date of Shipment in respect of Losses in excess of the Deductible, up to the Policy Limit of Liability and any applicable Country Limit of Liability, whichever is the lesser. Where a Buyer is part of a Group, the Company’s liability shall be limited to the Insured Percentage of the Credit Limit approved individually for each entity, up to but not exceeding the approved aggregated credit exposure limit for the Group. Where the Contract Currency is other than Policy Currency, the rate of exchange shall be the rate as offered by Bank of China on the Due Date. Each payment made by the Company of a Loss hereunder shall reduce the Policy Limit of Liability and all other applicable limits by the amount of each payment.	**8.理赔金额计算** “损失”应按”损失日期”的时间顺序加总计算”免赔额”(参见”损失日期”定义). 低于“不在保单赔付范围内损失金额”的损失部分，不计入“免赔额”的范围。 针对超过“免赔额”的“损失”，“本公司”将依“发运”日期时“买方”适用的“信用限额”，按其“承保比例”理赔，但以“保单责任限额”及所适用“国家责任限额”低者为上限。 “买方”为“集团”成员时，“本公司”责任仅以各个实体个别核定的“信用限额”的“承保比例”为限，且该责任不超过就该“集团”核定的总信用限额。 “合同货币”不同于“保单货币”时，其汇率为中国银行“到期日”当日公告的汇率。 “本公司”就每项损失赔付后，保单“责任限额”及其它相关限额随之减少。
70	Overdues and claims condition	**9.Payment of Claim** In the event that the aggregate amount of Loss exceeds the Deductible, the Company shall pay the indemnity due to	**9.赔付** “损失”总额超过“免赔额”时，“本公司”应于作出赔付决定或相关“等待期”结束时（以

	s 9	the Insured promptly upon the later of the Company's decision or the end of any applicable Waiting Period.	较晚发生者为准）立即对“被保险人”进行赔付。
71	Overdues and claims conditions 10	**10.Subrogation** The Insured shall subrogate and assign to the Company all right, title and interest with respect to all Losses, including those in respect of any Loss which has aggregated towards the Deductible, which are the subject of a claim and all related security interests and claims against third parties. Without the Company’s prior consent, the Insured shall not waive any legal title, interests or rights to which the Company is entitled. The Insured shall not permit, insofar as it is within its power, any receivables and/or other sources of recovery to which the Company shall be subrogated to be subject to any lien, security interest, or other third party claim superior to that of the Company.	**10.代位求偿** “被保险人”应将索赔范围内所有“损失”的一切相关权利、所有权及利益（包括用以加总计算“免赔额”的所有“损失”），连同所有相关担保利益及对第三人的请求权，转让与“本公司”以代位行使其权利。未经“本公司”事先同意，“被保险人”不得放弃“本公司”依法可以享有的任何利益、权利。 在权能范围内，“被保险人”不得使“本公司”可代位行使权利的应收款及其它追偿来源受到留置权、担保利益或其它优先于“本公司”的第三人请求权的限制。
72	Overdues and claims conditions 11	**11.Recoveries** The Insured shall pursue any available Recoveries and shall secure compensation for any Loss insured under the Policy and at all times shall act in accordance with all directions as the Company shall reasonably give. The provisions of this Condition shall apply equally before and after payment of a Loss by the Company. Any Recoveries shall immediately be remitted to the Company and until so remitted shall be held in trust by the Insured for the Company. After receipt by the Company, Recoveries shall be divided between the Insured and the Company as follows: (a)The Company shall receive the Insured Percentage of all amounts recovered until the amount of the payment of the Loss and the Company’s cost of recovery have been fully reimbursed. (b)All further amounts recovered shall be for the benefit of the Insured.	**11.“追偿额”** “被保险人”应追索所有可能的“追偿额”，并确保“保单”承保的“损失”得到赔偿，并应随时遵循“本公司”给予的合理指示行动。无论在“本公司”对损失赔付前后，本条款同等适用。 所有“追偿额”应立即汇给“本公司”，汇前则由“被保险人”代“本公司”保管。“本公司”收到“追偿额”后，“追偿额”应由“被保险人”与“本公司”按以下方式分配： (a) “本公司”应按“承保比例”取得所有追偿金额，直到赔付金额及“本公司”追偿成本已全部获得补偿为止； (b) 其它追偿的全部金额应归“被保险人”所有。 以“保单货币”以外的货币取得的“追偿额”，其汇率按中国银行当日的公告汇率为准，该结算资金汇入“被保险人”账户或“本公司”（直接支付“本公司”的情形下）帐户。

		For any Recoveries received in a currency other than Policy Currency, the rate of exchange shall be the rate as offered by Bank of China on the date that cleared funds are received into the account of the Insured, or of the Company where paid directly to the Company.	
73	Overdues and claims conditions 12	**12.Deductible Reinstatement** Amounts recovered in respect of any Loss retained by the Insured below the Deductible shall reinstate the Deductible by the amount of the recovery.	**12.“免赔额”恢复** 就「被保险人」自留之任何「损失」相关之追偿金额低于「自负额」者，应按追偿金额恢复「自负额」之效力。
74	Overdues and claims conditions 13	**13.Collection Costs** The Company will pay Collection Costs, provided they have been specifically authorized in advance and in writing by the Company. The amount shall not exceed the Insured Percentage of the Collection Costs and, if the total debts owed to the Insured by the Buyer exceed the Credit Limit, the amount of Collection Costs to which the Insured Percentage may be applied will be reduced in the proportion that the Insured Percentage of the Credit Limit bears to the total debts owed. Any costs incurred in currency other than Policy Currency shall be converted into Policy Currency at the rate of exchange offered by Bank of China on the date when the Insured makes payment of these costs. The Company will not contribute towards costs incurred in respect of any Loss which at the Date of Loss is less than the Non-Qualifying Loss Amount.	**13.“催收成本”** “本公司”应支付“催收成本”，但只限于该成本事先由“本公司”特别书面授权。该金额不得超过按照“承保比例”“本公司”应负担的“催收成本”。当“买方”积欠“被保险人”的总债务超过“信用限额”时，则可以适用“承保比例”的“催收成本”随着“信用限额”占总积欠债务比例的下降而减少。 所有产生的非“保单货币”成本应按中国银行于“被保险人”支付该成本当日公告的汇率兑换成“保单货币”。 对于在“损失日期”因低于“不在保单赔付范围内损失金额”的损失所产生的催收成本，“本公司”不予补助。
75	General conditions 1	**F. General conditions** **1.Set-Off** The Company shall be entitled to set off any amount payable by the Company to the Insured under the Policy against any amount that is or may become due by the Insured to the Company under the Policy.	**F. 一般条款** **1.抵销** “本公司”有权从其依“保单”应赔付“被保险人”的金额中抵扣“被保险人”依“保单”应支付或可能支付给“本公司”的任何金额。
76	General conditions 2	**2.Allocation of Moneys Received Prior to the Date of Loss** Unless agreed otherwise in writing by the Company, any monies or other benefits received by or on behalf of the	**2.“损失日期”前收到金钱的分配** 除经“本公司”书面同意外，在“损失日期”前，由“被保险人”向“买方”“发运”商品或提供服务而由“被保险人”或以“被保险人”

		Insured prior to the Date of Loss in respect of Shipments of goods and/or services made by the Insured to the Buyer, shall for the purpose of the Policy be applied to the total sum outstanding to the Insured from the Buyer in the chronological order of the Due Dates.	名义获得的金钱或其他利益，应以符合“保单”的方式，按“到期日”的时间顺序从“买方”积欠“被保险人”的总额中扣除。
77	General conditions 3	**3.Payment of Premium** The Insured shall pay all amounts due to the Company in respect of Premium as provided in the Policy Schedule or an endorsement which specifies the method and basis of premium calculation. The Premium will be payable in the number of installments and the amounts specified, each installment being payable to the Company on or before the dates stated. All Premiums are payable in Policy Currency. The Company shall not be liable for Loss until and unless Premiums due are paid.	**3.保费支付** “被保险人”应依据“承保明细表”或批单注明的保费计算方法及基础向“本公司”支付所有应付金额。“保费”应依注明的付款期数及金额在注明的日期当天或之前支付给“本公司”。所有“保费”应以“保单货币”支付。直到到期“保费”收到，“本公司”才承担责任。
78	General conditions 4	**4.Non-cancellable and Non-terminable Policy** The policy may not be cancelled or terminated by any party, except that: (a) If payment of any premium or installment or portion thereof in accordance with Payment of Premium is not made promptly, the Company is entitled to terminate the policy. The obligation of the Insured to pay the premium remains unaffected by such termination. (b)the Company may terminate with effect from the date of any change of control of the Insured; and (c)the Policy shall automatically terminate as to future Shipments upon the Insolvency of the Insured. In the event that the Company chooses not to cancel or terminate, it may set off any unpaid Premium and any Premium payable but not due against amounts payable by the Company.	**4.不可解除或撤销“保单”** 任一方皆不得解除或撤销“保单”，但以下情形除外： (a) 如果被保险人未能按”保费支付” 条款如期足额缴付保费，本公司有权终止本保险合同. 被保险人缴付最低保费的义务并不因本保险合同的终止而受影响. (b) “本公司”可以自“被保险人”的控制权发生变动之日起终止“保单”，即日生效； (c) 在“被保险人”丧失清偿能力的情况下，“保单”中关于未“发运”商品的部分内容应自动终止。 若“本公司”选择不予解除或撤销“保单”，仍可将未付“保费”及其他应付的“保费”从“本公司”应支付金额中抵销。
79	General conditions 5	**5.Utmost Good Faith** The contract of insurance evidenced by this Policy is a contract of utmost good	**5.最大诚信原则** “本公司”与“被保险人”基于最大善意而签订本“保单”以作为本保险合同的依据。依此

		faith between the Company and the Insured, and in accordance with this principle, the Insured confirms that before the contract of insurance was concluded the Insured and its agents had fully disclosed and truly represented to the Company all material facts and circumstances which might influence the Company to fix the Premium and to agree to subscribe to the Policy. In particular (but without prejudice to the generality of the obligation), the Insured confirms that as at the date of the conclusion of the contract neither it nor its agents had any information of any fact or circumstance which could give rise to or increase the likelihood of a Loss under this Policy. Should the Insured and its agents have failed to disclose or truly represent all material facts and circumstances, the Company shall be entitled upon notice to the Insured to treat the Policy as void as from the date upon which the contract of insurance was concluded, and (unless fraud is involved in the non-disclosure or misrepresentation) tender return of any premium paid. The Company may cancel this Policy without refund of any premium paid provided that willful concealment, nondisclosure through its own fault, fraud or misrepresentation on the part of the Proposer or the Insured at the time of making proposal, which will alter or diminish the risk evaluated by the Company. Prior to any variation or any amendment to the terms of the Policy the Insured and their agents shall again fully disclose and truly represent to the Company all facts and circumstances that may influence the Company in their agreement to the variation or amendment. In the event of a breach by the Insured or its agents of these duties, any variation or amendment agreed by the Company is as void.	原则,“被保险人”确认,保险合同签订前,“被保险人”与其代理人已充分、翔实地向“本公司”披露足以影响“本公司”决定“保费”费率及是否签发“保单”的重大事实和情况。具体而言(但不得影响一般性的义务),“被保险人”确认,截至合同签订日,“被保险人”或其代理人均不知悉任何可导致或增加“保单”规定“损失”风险的事实或情形。 若“被保险人”及其代理人未披露或翔实陈述所有重大事实或情形,“本公司”有权立即通知“被保险人”解除“保单”,该解除效力追溯至保险合同签订之日起,并返还所支付保费。若“被保险人”或投保人于投保时故意隐匿、因为过失而遗漏、或为诈欺或不实陈述,足以变更或减少“本公司”对风险的评估的,“本公司”将解除“保单”,且不退还保费。 “保单”条款改变或修订之前,“被保险人”及其代理人应向“本公司”再度充份、翔实陈述对可能影响“本公司”同意改动或修订“保单”有影响的所有事实及情形。若“被保险人”或其代理人违反此义务,则“本公司”所同意的所有改动或修订均无效。
80	General conditions 6	**6.Examination of documents** At the request of the Company, the officers of the Insured (including the General Manager, Vice General	**6.文件审查** “被保险人”的高级管理人员(包括公司的经理、副经理、财务负责人、上市公司董事会秘

		Manager, Chief Financial Officer, Secretary of the Board of the Listed Company and other individuals appointed in the Article of Association) shall submit to examination and shall produce for examination at such reasonable time and place as designated by the Company all documents in the Insured's possession or control, whether stored physically, electronically or otherwise, which relate to any matter arising under the Policy and shall permit extracts and copies thereof to be made available without charge. The Insured shall take all reasonable steps to obtain for the Company any documents in the possession or control of a third party.	书和公司章程规定的其他人员）应依“本公司”要求，提供“被保险人”持有或控制的与“保单”相关的所有文件（无论是实物或电子方式或其他方式储存），在“本公司”指定的合理时间及地点接受检查，且允许被制成文件摘要及副本形式供“本公司”免费使用。“被保险人”应采取所有合理步骤为“本公司”取得第三人持有或控制的任何文件。
81	General conditions 7	**7.Changes to Policy Terms** The terms of the Policy cannot be waived or changed except by endorsement issued to form a part of the Policy, signed by a duly authorized representative of the Company	**7.“保单”条款变更** 除以签发作为“保单”一部分的批单形式，并经“本公司”正式授权代表签字外，“保单”条款不得废除或变更。
82	General conditions 8	**8.Aggregation of Limits of Liability** All Limits of Liability under the Policy and any preceding or future Policies, whether or not issued by the Company, for the Insured are non-cumulative regardless of the number of years the Policy or any prior, replacement or renewal Policy is in force.	**8.“责任限额”累计** 签发给“被保险人”的“保单”及已经或将要签发的“保单”（无论是否为“本公司”签发）的所有“责任限额”皆不得累计，无论“保单”或任何先前已签发的保单或替代保单或续保“保单”有效年数为何。
83	General conditions 9	**9.Non-assignment, Loss Payee** The Insured shall not assign or transfer the Policy, its benefits or obligations to any other party or person. However, the Insured may, subject to the Company's prior written consent, designate a third party as payee in respect of any claim which may become payable hereunder.	**9.禁止转让，损失受款人** “被保险人”不得将“保单”、其利益或义务转让或转移给其它任一方或任何人，但若“本公司”事先书面同意，“被保险人”可指定第三人作为接受本合同可赔付款的受款人。
84	General conditions 10	**10.Giving Notice** All notices under the Policy shall be in writing and delivered to responsible officers of the parties at the addresses indicated in the Policy Schedule or an endorsement, by facsimile or electronically.	**10.通知** “保单”下所有通知应以书面方式，并于“承保明细表”或批单所列明地址以传真或电子方式交付当事人负责的高级管理人员。
85	General conditions 11	**11.Governing Law, Mediation and Arbitration** The Policy shall be construed under and governed by the law of People's Republic of China. Any competent court shall be court of	**11.准据法、调解及仲裁** “保单”应适用中华人民共和国法律管辖。本保单合同产生或相关之争议，包含合同之存在、效力或终止任何相关问题，诉讼以有管辖权的法院作为一审法院。

		the first instance having exclusive jurisdiction over any dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination.	