

## 华泰财险附加不可收回税费批单

(注册号: C00015431322023040460953)

兹经双方理解并同意, 本“保单”适用下述定义:

### 1. 定义 9.“信用限额”应指:

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)(除非“被保险人”可以向“本公司”证明, 该等税费在“买方国家”是不可收回的, 且“本公司”满意), 且依下列规定确定:

- (a) “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
- (b) 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
- (c) 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。

### 2. 定义 16.“合格发运”应指:

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(除非“被保险人”可以向“本公司”证明, 该等税费在“买方国家”是不可收回的, 且“本公司”满意)。

### 3. 定义 24.“损失”应指:

金额超过“不在保单赔付范围内损失金额”的“合格发运”总金额, 包括截至初始“到期日”应计未付的非惩罚性利息(如有), 但应减去以下各项:

- i. 折扣或其他类似折让及减让; 以及/或者
- ii. “本公司”支付保险金之日之前“被保险人”已经通过任何途径收回的属于或用于“合格发运”款项的金额, 包括任何担保的实现、收回或退还的商品以及转售商品所得; 以及/或者
- iii. “被保险人”由于未支付代理人佣金、未履行“买卖合同”或以其他方式节省的费用; 以及/或者
- iv. “买方”有权以索要款项、提起债务抵消以及提起反诉的方式从“被保险人”处扣除的金额; 以及/或者
- v. 销售税、增值税或其他税费(除非“被保险人”可以证明该等税费在“买方国家”不可收回并使“本公司”满意); 以及/或者

vi. 超过“信用限额”的金额。

本“保单”其他条款和条件保持不变。

### **Unrecoverable Tax Endorsement**

(注册号: C00015431322023040460953)

It is understood and agreed that for the purpose of this Policy, the following definition shall apply:

- A. Definition 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 (unless the Insured can demonstrate to the Company's satisfaction that such tax is unrecoverable in the Buyer's Country), 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 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.
- B. Definition 16 Eligible Shipments shall mean the following:
- 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 (unless the Insured can demonstrate to the Company's satisfaction that such tax is unrecoverable in the Buyer's Country).
- C. Definition 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, and less:
- (a) discounts or other similar allowances and concessions; and/or
  - (b) amounts which prior to the date of payment of a claim by the Company 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
  - (c) expenses saved by the Insured by the non-payment of agent's commissions, non-fulfilment of the Contract of Sale or otherwise; and/or
  - (d) amounts which the Buyer would have been entitled to deduct by way of credit, set-off or counterclaim against the Insured; and/or
  - (e) sales, value-added, or other taxes (unless the Insured can demonstrate to the Company's satisfaction that such tax is unrecoverable in the Buyer's Country); and/or
  - (f) amount in excess of the Credit Limit

This Policy remains unchanged in all other terms and conditions.

