

COMPREHENSIVE
POLICY
GENERAL TERMS

GENERALNA
POLICA
SPLOŠNI POGOJI

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PREAMBLE

SCOPE OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions shall apply to the insurance of contracts referred to under the Special Terms of the comprehensive policy.

The policy lays down, in accordance with the General and Special Terms and Conditions, the conditions under which the Insurer undertakes to provide indemnification against any losses resulting from the occurrence of specific risks covered.

For words shown as hypertext please refer to the lexicon.

UVOD

OBSEG SPLOŠNIH POGOJEV

Ti splošni pogoji veljajo in se uporabljajo za vse zavarovalne pogodbe/police, sklenjene po posebnih pogojih, ki jih Zavarovanec prejme ob sklenitvi zavarovanja.

S polico se, v skladu s Splošnimi in Posebnimi pogoji, določajo pogoji pod katerimi se Zavarovalec obvezuje zagotoviti odškodnino za vso škodo, ki je posledica nekaterih zavarovanih rizikov.

Za podčrtane besede v besedilu pogojev glej slovar.

CHAPTER 1

SCOPE OF THE INSURANCE

ARTICLE 1 RISKS COVERED, BASIS FOR THE INSURANCE AND THE COMING INTO EFFECT OF COVER

The Insurer shall cover the risks that arise before delivery of goods or performance of services, the so-called cancellation risk, or the risks that arise after such delivery or performance, the so-called non-payment risk.

The Special Terms and Conditions shall specify if the insurance covers simply the non-payment risk or if the coverage is for both the non-payment risk and the cancellation risk.

1.1 Cancellation risks

1.1.1 The insured contract shall be considered as cancelled when it is proven that it is impossible to continue its implementation during six consecutive months. This period shall begin on the date on which the Insured notifies the Insurer of this impossibility to pursue the implementation or on the date on which the Insurer imposes such interruption.

1.1.2 In this event, the insurance shall apply to any costs incurred during the performance of the contract as from the date of contract signature.

1.1.3 Cancellation loss shall take effect from the date on which the contract enters into effect.

POGLAVJE 1

OBSEG ZAVAROVANJA

ČLEN 1 ZAVAROVANE NEVARNOSTI, TEMELJ ZAVAROVANJA, STOPANJE KRITJA V VELJAVO

Zavarovalnica krije nevarnosti, ki nastanejo pred izročitvijo blaga ali izvršitvijo storitve, ti. riziko prekinitve pogodbe ali rizike, ki nastanejo po izročilu blaga, ali po opravljeni storitvi t.i. riziko neplačila.

V Posebnih pogojih se opredeli ali zavarovanje krije samo riziko neplačila, ali pa se kritje nanaša tudi na riziko neplačila in na riziko prekinitve pogodbe.

1.1 Riziko prekinitve pogodbe

1.1.1 Zavarovana pogodba se smatra za prekinjeno, ko se dokaže, da ni možno nadaljevati z njeno izvedbo v obdobju šestih zaporednih mesecev. To obdobje se začne z dnevom, ko Zavarovanec obvesti Zavarovalnico o nemožnosti nadaljnja izvrševanja pogodbe, ali od datuma, ki ga Zavarovalnica odloči kot prekinitev.

1.1.2 V tem primeru se zavarovanje nanaša na vse stroške nastale v času izvrševanja pogodbe, začnši z datumom podpisa pogodbe.

1.1.3 Škoda po prekinitvi pogodbe velja od dneva stopanja v veljavo le te.

1.2 Non-payment risk

- 1.2.1** Non-payment occurs when it is impossible to recover the sums due under the contract within the waiting period.
- 1.2.2** Any claim will be limited to the principal amount due under the contract and the credit interest calculated on the basis of the principal amount up to the initial due date or the due date extended within the limits of article 9.1.3, including VAT where required. The insurance shall not apply to late-payment interest or penalties, damages or duties and taxes.
- 1.2.3** The coverage for non-payment risk shall take effect from the date of delivery, to the extent that the Insured has a certain, liquid and payable claim in respect of the debtor and his guarantor(s), if any.

1.3 Extraordinary expenses

The Insurer shall cover the extraordinary expenses arising from a loss or a potential loss, incurred with its prior consent in order to avoid or limit a loss giving rise to compensation.

1.2 Riziko neplačila

- 1.2.1** Neplačilo nastane, ko zneskov temelječih na pogodbi ni mogoče izplačati v plačilnem roku.
- 1.2.2** Vsak zahtevek bo omejen na prispelo glavnico na osnovi pogodbe in kreditnih obresti, izračunanih na temelju vrednosti glavnice do prvotnega datuma zapadlosti, ki je podaljšan v okviru limita iz člena 9.1.3, vključno, po potrebi, tudi z DDV. Zavarovanje ne velja za zamudne obresti, ali kazni, odškodnine, ali pristojbine in davke.
- 1.2.3** Pokritost rizika neplačila velja od dneva dobave, če ima Zavarovanec nedvomno, tekočo in zapadlo terjatev do dolžnika in njegovega (-ih) poroka (-ov), če le ti obstajajo.

1.3 Izredni stroški

Zavarovalnica krije dodatne stroške, ki izhajajo iz škode, ali potencialne škode, nastale s predhodno odobritvijo, da bi preprečili, ali omejili škodo, ki povzroči škodni primer.

ARTICLE 2 CAUSES OF LOSS

The Special Terms and Conditions shall determine which of the causes of loss (listed below) shall be covered by the policy.

The causes of loss can be divided into three categories:

2.1 Risks on private debtors:

2.1.1 The insolvency of the debtor, established in law, namely that the debtor has been subject to:

- > a declaration of bankruptcy;
- > a composition;
- > any other judicial decision of the same nature as a declaration of bankruptcy or composition, resulting in the debtor being unable to honour its obligations.

2.1.2 The debtor default, being the circumstance under which the debtor is unable to honour his obligations or refrains from doing so without a legitimate motive.

2.2 Risks of public debtor default

This risk entails the publicly owned debtor being unable to honour his obligations or where he refrains from honouring them without a legitimate motive.

ČLEN 2 VZROK ŠKODE

V Posebnih pogojih so določeni vzroki škode (navedeni spodaj), ki jih pokriva predmetno zavarovanje.

Vzroke za škodo lahko razdelimo v tri kategorije:

2.1 Riziko zasebnih dolžnikov:

2.1.1 Insolventnost dolžnika je ugotovljena z zakonom, in sicer je dolžnik predmet:

- > uvedbe stečaja;
- > stečajne poravnave;
- > katerekoli druge sodne odločbe istega značaja kot stečaj ali stečajna poravnava, zaradi katere posojilojemalec ne more izpolniti svojih obveznosti.

2.1.2 Neizpolnjevanje pogodbenih obveznosti dolžnika zaradi okoliščin, v katerih dolžnik ne more izpolniti svojih obveznosti, ali pa jih ne izpolnjuje brez upravičenega razloga.

2.2 Riziko javnih dolžnikov

Ta riziko predvideva, da dolžnik v javni domeni ne more izpolniti svojih obveznosti, ali da ne spoštuje svojih obveznosti brez utemeljenega razloga.

2.3 Political (and similar) risks

Political (and similar) risks are all events occurring abroad that, for the Insured or the debtor, constitute force majeure, in particular:

- > political events such as wars, revolutions or riots;
- > natural disasters such as earthquakes, volcanic eruptions or tidal waves;
- > foreign currency shortages resulting in a complete inability to transfer;
- > acts, decisions or defaults of public authorities which are deemed to constitute an act of government.

Losses for which the cause is unclear or for where there is a mixture of causes shall not be considered as resulting from political risks.

ARTICLE 3 EXCLUDED RISKS

No loss may give rise to a claims payment if the cause of loss defined in article 2, results from the fault of the Insured or any person for which the Insured is responsible (subcontractors, proxies, agents and, if relevant partners).

Such fault may in particular be a failure to respect the normal procedures of international trade, as commonly accepted in the sector of activity of the Insured as well as a failure to comply with the applicable laws and regulations.

ARTICLE 4 VALIDITY OF THE INSURANCE

- 4.1 The Insured shall have an obligation to provide information to the Insurer and this shall apply not only in relation to any request for cover, but also when the cover is in force.

The Insured must inform the Insurer of any facts or circumstances known to him which are of a nature that may influence the Insurer's assessment of the risks to be insured.

2.3 Politični (in podobni) riziki

Politični (in podobni) riziki so dogodki, ki se pojavljajo v tujini in kateri za zavarovanca ali dolžnika predstavljajo višjo silo, zlasti:

- > politični dogodki, kot so vojne, revolucije in nemiri;
- > naravne katastrofe, kot so potresi, vulkanski izbruhi ali plimni valovi;
- > pomanjkanje tuje valute, ki ima za posledico popolno nezmožnost za izvršitev plačila;
- > dejanja, odločitve ali neizpolnitve obveznosti javnih organov, ki se štejejo za dejanje vlade.

Za škode nejasnega vzroka ali za škode z mešanico vzrokov, ki jih ni mogoče šteti za posledico političnih tveganj.

ČLEN 3 IZKLJUČITVE

Nobena škoda ne more biti razlog za plačilo terjatev, če vzrok za škodo opredeljen v členu 2, izhaja iz napake Zavarovanca ali katere koli druge osebe, za katero je Zavarovanec odgovoren (podizvajalci, koncesionarji, zastopniki in relevantni partnerji, če obstajajo).

Taka napaka je zlasti neupoštevanje običajnih postopkov v mednarodni trgovini, ki so splošno sprejeta v področju dejavnosti Zavarovanca, kot tudi neupoštevanje veljavnih zakonov in predpisov.

ČLEN 4 VELJAVNOST ZAVAROVANJA

- 4.1 Zavarovanec je dolžan predložiti podatke Zavarovalnici in ta obveznost ne velja le za zahtevo po kritju, temveč tudi, ko je kritje v veljavi.

Zavarovanec mora obvestiti Zavarovalnico o dejstvih, ali okoliščinah, ki so mu znane in so takšne narave, da lahko vplivajo na Zavarovalnično oceno tveganja zavarovanja.

- 4.2** Any incorrect declaration by the Insured as well as any non-disclosure, when requesting cover or during the policy duration shall automatically void the insurance.
- 4.3** The cover shall only remain valid insofar as the terms of the contract continue to comply with the details initially provided by the Insured, in particular on the amount, the delivery period and the terms of payment.

If, in the period between the request for cover and the execution of the contract of sale, alterations are agreed upon with the debtor or his guarantor, the Insured must inform the Insurer of these, who may then choose whether or not to continue to cover the risk.

If the Insurer chooses to continue its coverage, the terms shall be adapted to reflect the contract of sale. This may include modifications to the terms of the insurance.

- 4.4** If cover on private debtor risks is limited to insolvency, as defined in article 2.1.1, this may only be invoked if such insolvency occurs within 12 months of the due date or, for the cancellation risk, of the date on which the contract enters into effect.
- 4.5** If the cover is limited to political risks, this may only be invoked if the latter give rise to a loss within 6 months of the due date or, for the cancellation risk, of the date on which the contract enters into effect.
- 4.6** If the cover has been limited to political risks and the reason for non-payment is the inability to transfer payments, the waiting period shall not commence until the debtor has accomplished all acts which are incumbent upon him for the conversion or the transfer of his payments.

- 4.2** Vsaka napačna prijava ali ne razkritje informacij s strani Zavarovanca, v času zahteve po kritju, kakor tudi v času, ko je kritje v veljavi, pomeni samodejni preključ zavarovanja.

- 4.3** Kritje ostaja v veljavi le, če so pogoji iz pogodbe še vedno v skladu z informacijami, ki jih je Zavarovanec prvotno dostavil, zlasti o znesku, času dobave in plačilnih pogojih.

Če v obdobju med zahtevo za kritje rizika in izvedbo prodajne pogodbe, dolжник ali njegov porok dogovore spremembe, jih mora Zavarovanec sporočiti Zavarovalnici, ki se nato odloči, ali bo še naprej nadaljevala s kritjem rizika ali ne.

Če se Zavarovalnica odloči, da nadaljuje kritje, se pogoji prilagodijo tako, da odražajo spremembe iz pogodbe o prodaji. To lahko vključuje tudi spremembe v pogojih zavarovanja.

- 4.4** Če je kritje za tveganja zasebnega dolžnika omejeno na insolventnost, kot je opredeljeno v členu 2.1.1, se lahko uporablja le, če je do insolventnosti prišlo v roku 12 mesecev od dneva zapadlosti, ali v primeru rizika prekinitve pogodbe od dneva začetka veljavnosti pogodbe.
- 4.5** Če je kritje omejeno na politični riziko, se ta lahko uveljavlja le, če je škoda povzročena v roku šestih mesecev od dneva zapadlosti plačila, ali v primeru rizika prekinitve od dneva začetka veljavnosti pogodbe.
- 4.6** Če je kritje omejeno na politični riziko in je razlog za neplačevanje nezmožnosti transferja plačila, čakalna doba ne more začeti, dokler dolжник ne izvede vse ukrepe, ki jih ima v okviru svojih dolžnosti pri konverziji ali transferju njegovih plačil.

ARTICLE 5 MISCELLANEOUS

- 5.1** The percentage of cover shall be determined in accordance with the Special Terms.
- 5.2** The uninsured percentage portion shall be exclusively borne by the Insured.
- 5.3** Unless otherwise provided for in the Special Terms, the waiting period shall be fixed at 6 months from the due date or, for the cancellation risk, from the date provided for in article 1.1.1. Any loss shall arise as of the expiry of this period.
- This period shall not apply if the cause of loss is the insolvency of the debtor as defined in article 2.1.1.
- 5.4** If the appointment of a guarantor for the debtor is a condition precedent to the insurance, the cause of loss must be established both for the debtor and his guarantor and the claim must be certain, liquid and payable in respect of both the debtor and the guarantor for the transaction to be validly insured.

ČLEN 5 RAZNO

- 5.1** Odstotek kritja se določi v skladu s Posebnimi pogoji-priloga polici.
- 5.2** Nezavarovani odstotek nosi/krije izključno Zavarovanec.
- 5.3** Če v Posebnih pogojih ni določeno drugače, je čakalna doba 6 (šest) mesecev od dneva zapadlosti, ali v primeru rizika prekinitve pogodbe, od dneva predvidenega v členu 1.1.1. Škoda nastane po izteku tega obdobja.
- To obdobje ne velja, če je vzrok škode insolventnost dolžnika, kot je opredeljeno v členu 2.1.1.
- 5.4** Če je za dolžnika imenovanje poroka pogoj za zavarovanje, je treba ugotoviti vzrok škode za dolžnika in za njegovega poroka, terjatev mora biti nedvoumna, likvidna in plačljiva glede na dolžnika in njegovega poroka tako, da bi bila transakcija ustrezno zavarovana.

CHAPTER 2 PERFORMANCE OF THE COMPREHENSIVE POLICY

ARTICLE 6 OBLIGATION TO INSURED

6.1 Principles

- 6.1.1** The Insured shall present the “package” of contracts and risks to be insured. The Special Terms shall define these contracts and risks. In the event of a breach of the obligation to insure, the Insurer may demand the rectification of the situation and thereby increase the premiums up to a maximum amount of double the original premium.
- 6.1.2** The Insured may not take out a comprehensive policy with another Insurer with respect to all or part of the geographic zone defined in the Special terms.
- 6.1.3** For each debtor, the Insured must request a credit limit. The insurance of any contract is subject to obtaining a credit limit or a contract approval for each debtor.
- 6.1.4** If the Insurer cannot cover the commercial risk of the debtor with whom the Insured has an on-going business, the Insured may request that the Insurer covers the political risks related to such operations by requesting a credit limit limited to the political risks.

POGLAVJE 2 IZVEDBA ZAVAROVANJA

ČLEN 6 OBVEZNOSTI ZAVAROVANCA

6.1 Načela

- 6.1.1** Zavarovanec je dolžan predstaviti "paket" pogodb in rizikov, ki jih želi zavarovati. Te pogodbe in riziki so opredeljeni v Posebnih pogojih. V primeru kršitve obveznosti zavarovanja Zavarovalnica lahko zahteva popravek in tako poveča premijo do največ dvakratnega zneska prvotne premije.
- 6.1.2** Zavarovanec ne sme skleniti dodatne police z drugo zavarovalnico na celotnem, ali delu geografskega območja opredeljenega v Posebnih pogojih.
- 6.1.3** Zavarovanec mora zahtevati kreditni limit za vsakega dolžnika. Zavarovanje pogodbe velja v primeru pridobitve kreditnega limita, ali odobritve pogodbe za vsakega dolžnika.
- 6.1.4** Če Zavarovalnica ne more kriti komercialnega rizika dolžnika, s katerim ima Zavarovanec tekoče poslovanje, Zavarovanec lahko zahteva, da Zavarovalnica zavaruje politične rizike v zvezi s tem poslovanjem, zahtevajoč kreditni limit omejen na politična tveganja.

6.2 Operation

6.2.1 Within the first 10 days of each month, the Insured shall declare:

- > the contracts entered into during the course of the previous month if the cover extends to both cancellation and non-payment risk;
- > the shipments made during the course of the previous month if the cover is for non-payment risk only.

6.2.2 The declarations for insurance purposes shall be declared in the currency in which they have been incurred.

6.2.3 The declaration of the turnover shall be made via a turnover declaration form to be provided by the Insurer or by any other means of communication accepted by the Insurer containing this information.

6.2 Postopek

6.2.1 V roku prvih 10 dni vsakega meseca, je Zavarovanec dolžan poročati:

- > pogodbe, sklenjene v prejšnjem mesecu, če se zavarovanje nanaša na riziko prekinitve in na riziko neplačila;
- > dobave opravljene v preteklem mesecu, če se zavarovanje nanaša le na riziko neplačila.

6.2.2 Vloge za potrebe zavarovanja se pošiljajo v valuti, v kateri so nastale.

6.2.3 Prijava prometa se oddaja na obrazcu za registracijo prometa, ki ga zagotavlja Zavarovalnica, ali z drugimi sredstvi komunikacije potrjenimi s strani zavarovalnice, ki vsebujejo zahtevane podatke.

ARTICLE 7 CREDIT LIMIT AND CONTRACT APPROVAL

7.1 Generalities

7.1.1 The credit limit and the contract approval shall determine the maximum amount of losses for which the Insurer is liable in respect of each debtor.

7.1.2 A credit limit shall only be valid until the expiry of the insurance year during which such credit limit has been granted.

The conditions for sale defined in the credit limit or in the contract approval shall set out the most favourable terms that may be granted to the debtor.

ČLEN 7 KREDITNI LIMIT IN ODOBRITEV POGODBE

7.1 Splošne določbe

7.1.1 V kreditnem limitu in odobritvi pogodbe se določa najvišji znesek odškodnine, za katero je odgovorna Zavarovalnica, v zvezi s posameznimi dolžniki.

7.1.2 Kreditni limit velja le do konca zavarovalnega leta, v katerem je kreditni limit dodeljen.

V pogojih prodaje, ki so opredeljeni v kreditnem limitu, ali v odobritvi pogodbe, se določajo najugodnejši pogoji, ki se lahko dodelijo dolžniku.

Any transaction agreed between the Insured and an approved debtor that include a credit duration longer than that agreed in the credit limit will not be covered, and when the credit limit calls for a guarantee the guarantee must equal the value of the credit limit for there to be cover.

Vsaka transakcija dogovorjena med Zavarovancem in odobrenim dolžnikom, ki vključuje kreditno obdobje daljše od dogovorjenega v kreditnem limitu, ne bo zavarovana in če kreditni limit zahteva jamstvo, mora biti jamstvo enako kreditnem limitu.

7.1.3 A contract approval shall only be valid for the activity explicitly envisaged and for the duration provided in the approval.

7.1.3 Odobritev pogodbe je veljavna samo za natančno navedeno transakcijo in za čas naveden v odobritvi.

7.1.4 The credit limit and contract approval shall apply from at the date on which the decision is notified to the Insured. For the cover of non-payment risk, however, the credit limit or contract approval shall apply to deliveries already made, on the following two conditions:

7.1.4 Kreditni limit in odobritev pogodbe veljajo od dneva prejema uradnega obvestila s strani zavarovalnice. Za kritje rizika neplačila, pa se medtem kreditni limit, ali odobritev pogodbe, nanaša na že izvedeno dobavo, pod naslednjima pogoje:

- > the claims resulting from these deliveries must not be overdue on the date on which the credit limit or contract approval decision is notified;
- > the deliveries must occur after the date on which the policy enters into force.

- > Terjatve, ki izhajajo iz takšne dobave, ne smejo biti odprte na datum uradnega obvestila o odločitvi o kreditnem limitu ali odobritvi pogodbe:
- > Dobave morajo biti opravljene po datumu začetka veljavnosti police.

The deliveries made which meet these two conditions must be declared within the ten first days of the month following the decision to grant the credit limit or the contract approval.

Opravljene dobave, ki izpolnjujejo ta dva pogoja je treba prijaviti v prvih desetih dneh meseca, ki sledi odločitvi o odobritvi kreditnega limita ali odobritvi pogodbe.

7.1.5 The Insured shall contribute to the assessment and survey costs of the credit limits or contract approval up to the amounts indicated in the Special Terms. These costs shall also be due if the assessment leads to a refusal to grant a credit limit.

7.1.5 Zavarovanec sodeluje pri stroških ocenjevanja in določanja kreditnega limita ali odobritve pogodbe, do zneska, določenega v Posebnih pogojih. Ti stroški nastanejo tudi, če je kreditni limit zavržen.

7.1.6 The <u>Insured</u> who has obtained a <u>credit limit</u> on a debtor from the <u>Insurer</u>, shall not obtain, on pain of rendering the cover null and void, another insurance with another insurer for amounts exceeding this <u>credit limit</u>.	7.1.6 Zavarovanec, ki od Zavarovalnice prejme kreditni limit v zvezi z dolžnikom ne more, pod grožnjo, da se kritje razglasi za nično, pridobiti drugega zavarovanja z drugo Zavarovalnico, za zneske, ki presegajo kreditni limit.
7.2 Cancellation, suspension and reduction by the <u>Insurer</u> 7.2.1 The <u>Insurer</u> may at any time cancel, suspend or reduce the <u>credit limits</u> or the <u>contract approvals</u>. This decision shall be communicated by any of the usual means of communication accepted by the <u>Insurer</u> and the <u>Insured</u>, including e-mail. 7.2.2 As from the date of notification of the cancellation or the suspension or from the date of automatic suspension of the <u>credit limit</u> or the <u>contract approval</u>, the <u>Insured</u> may not deliver nor accept orders from his customer without the prior written consent of the <u>Insurer</u>.	7.2 Preklic, suspenz in redukcija s strani Zavarovalnice. 7.2.1 Zavarovalnica lahko kadarkoli prekine, ukine ali zniža kreditne limite ali odobritve pogodbe. Ta odločitev se lahko sporoči po kakršnih koli, običajnih komunikacijskih poteh sprejetih s strani Zavarovalnice in Zavarovanca, vključno z e-pošto. 7.2.2 Začenši od datuma uradnega obvestila o odpovedi, ali prekinitvi, ali od datuma avtomatičnega suspenza kreditnega limita ali odobritve pogodbe, Zavarovanec ne more pošiljati ali sprejemati naročil od svojega kupca, brez predhodnega pisnega soglasja Zavarovalnice.
7.3 Stop delivery 7.3.1 If no payment or only partial payment has been received within 60 days following the original <u>due date</u>, the <u>Insured</u> may no longer deliver to the debtor nor accept new orders without the written consent of the <u>Insurer</u>. 7.3.2 If total payment has been received from the debtor by the 90th day after the original <u>due date</u>, and insofar as no other debt has become overdue for more than 60 days, the <u>Insured</u> may resume deliveries to his debtor without the consent of the <u>Insurer</u>.	7.3 Prekinitev dostave 7.3.1 Če v roku 60 dni po zapadlosti fakture/pogodbenega zneska le-ta ni vsaj delno poravnán, mora Zavarovanec zaustaviti nadaljne dobave blaga ali storitev temu kupcu, in ne sme več sprejemati novih naročil od istega kupca, brez predhodnega soglasja Zavarovalnice. 7.3.2 Če je skupno plačilo s strani dolžnika prejeto v roku 90 dni od prvotnega datuma zapadlosti, in če v obdobju več kot 60 dni ni nobenih drugih neporavnanih dolgov, Zavarovanec lahko nadaljuje z dobavo dolžniku, brez soglasja Zavarovalnice.

7.4 Automatic suspension of the credit limit

- 7.4.1** If a contractual amount remains totally or partially unpaid 90 days after its original due date or if the debtor has cancelled the contract, the credit limit shall be automatically suspended.

The Special Terms may nonetheless provide for a shorter suspension period than the 90 days past due date in certain circumstances.

- 7.4.2** Contrary to the case where deliveries are on stop, the payment of the overdues by the debtor will not automatically re-establish the credit limit. This will have to be explicitly agreed to by the Insurer.

7.4. Avtomatska prekinitev kreditnega limita.

- 7.4.1** Če je faktura/pogodbeni znesek v celoti ali deloma neporavnan v obdobju 90 dni po svojem prvotnem datumu zapadlosti, ali če dolжник prekine pogodbo, se kreditni limit avtomatsko prekine.

V Posebnih pogojih, se lahko v določenih okoliščinah določi rok za prekinitev kreditnega limita krajši od 90 dni od dneva zapadlosti.

- 7.4.2** V primeru prekinitve dobave blaga ali storitev zaradi neplačila s strani dolžnika, se po naknadnem plačilu dolga s strani dolžnika, kreditni limit ne obnovi avtomatično. Kreditni limit mora ponovno odobriti Zavarovalnica.

CHAPTER 3 PREMIUM

ARTICLE 8 CALCULATION, COLLECTION, REIMBURSEMENT AND SANCTIONS

- 8.1** The receipt by the Insured of the turnover declaration, mentioned in article 6.2.1 and approved by the Insurer, shall make the Insured liable for the payment of the premium, the amount and payment terms shall be shown on the debit note sent to the Insured.
- 8.2** The premium shall also be collected on all amounts exceeding the credit limit.
- 8.3** The calculation of the premium shall be determined by the length of the credit duration granted to the debtor, possibly pursuant to article 9.1.3.

POGLAVJE 3 PREMIJA

ČLEN 8 IZRAČUN, PLAČILA, POVRAČILA IN SANKCIJE

- 8.1** Sprejem prijave prometa Zavarovanca po členu 6.2.1, ki je odobren od Zavarovalnice, obvezuje Zavarovanca k plačilu premije, katere znesek in plačilni pogoji so navedeni v poročilu o bremenih in poslani Zavarovancu.
- 8.2** Premija se obračuna tudi na kakršnekoli zneske, ki presegajo kreditni limit.
- 8.3** Izračun premije se določa na podlagi dolžine trajanja odobrenega posojila dolžniku, po možnosti na podlagi člena 9.1.3.

8.4 The premium is indivisible. Reimbursement may only be made in the following cases:

- > cancellation of the insurance in the absence of deceit, fraud or bad faith on the part of the Insured;
- > reduction, in the absence of any loss, of the insured amounts or the duration of the risk.

8.5 Total or partial default in payment of the premium shall suspend the obligations of the Insurer by operation of law.

Without prejudice to its right in respect of the amounts due, the Insurer shall be definitively released from its obligations 30 days after the notice of default.

8.6 The Insurer may at any time modify the premium rate communicated to the Insured subject to the fact that any such modification cannot apply to any pending risks already declared.

8.4 Premija je nedeljiva. Povračilo se lahko izvede le v naslednjih primerih:

- > odpoved zavarovanja, če ni nobene prevare, goljufije ali slabih namenov v poslovanju s strani Zavarovanca;
- > nižanje, zavarovanega zneska (če ni škod), , ali krajšanje trajanja rizika.

8.5 Popolno ali delno neplačilo premije suspendira zakonske obveznosti Zavarovalnice. Brez pravočasnega plačila premije v celoti, ni zavarovalnega kritja.

Brez poseganja v svoje pravice glede zapadlih zneskov, je Zavarovalnica absolutno razrešena svojih obveznosti v 30 dneh po uradnem obvestilu o ne izvrševanju obveznosti.

8.6 Zavarovalnica lahko kadarkoli spremeni premijsko stopnjo, vendar spremembe ne more uporabiti za že prijavljene, zavarovane rizike, ki še vedno trajajo/ so v veljavi.

CHAPTER 4 RISK MANAGEMENT

ARTICLE 9 GENERALITIES AND PRACTICAL METHODS FOR COLLECTION

9.1 Generalities

9.1.1 The Insured shall manage any risk carefully and wisely, before or after any loss, in as prudent and diligent a manner as if he were not insured.

9.1.2 The Insured must send the debtor at least one reminder, within 30 days from the due date of any amount which has either been totally or partially unpaid.

POGLAVJE 4 OBVLADOVANJE RIZIKA

ČLEN 9 SPLOŠNE DOLOČBE IN RAZPOLOŽLJIVI NAČINI PLAČILA ODŠKODNINE UPNIKU

9.1 Splošne določbe

9.1.1 Zavarovanec je dolžan pred ali po kakršnikoli škodi, skrbno in preudarno obvladovati tveganje na način, ki je razumen in vesten, enako kot da ni zavarovan.

9.1.2 Zavarovanec mora poslati dolžniku vsaj en pisni opomin v roku 30 dni, od dneva zapadlosti kakršnegakoli zneska, ki je v celoti, ali delno neplačan.

9.1.3 The Insured may grant the debtor a single extension of payment, without the prior consent of the Insurer.

This extension is subject to the following conditions:

- > the debtor has to apply for the extension within 60 days from the original due date;
- > the new total credit duration granted may not be more than double the originally agreed credit duration, and shall not, in any event, exceed 360 days;
- > the documents showing the original payment conditions shall be retained;
- > the Insured shall communicate the new due date to the Insurer, the new due date will determine the starting point of the waiting period.

The interests resulting from this extension of due date are covered under article 1.2 on the condition that:

- > they were invoiced to the debtor;
- > this invoicing was declared to the Insurer in the following month;
- > the applied interest rate does not exceed the three-month Euribor +1%.

The premium will be calculated taking into account the total credit duration.

9.1.4 Except where the Special Terms provide for another period, the Insured shall declare to the Insurer any delay in payment within 60 days from the end of the month of the relevant due date.

9.1.3 Zavarovanec lahko odobri dolžniku eno podaljšanje roka za plačilo, brez predhodnega soglasja Zavarovalnice.

Za takšno podaljšanje roka veljajo naslednji pogoji:

- > dolжник mora zahtevati podaljšanje v roku 60 dni od prvotnega datuma zapadlosti;
- > nova skupna dolžina posojila ne more biti več kot dvakrat daljša od prvotnega trajanja posojila in v nobenem primeru ne sme biti daljša od 360 dni;
- > dokumenti, ki dokazujejo originalne plačilne pogoje, se hranijo;
- > Zavarovanec mora obvestiti Zavarovalnico o novem datumu zapadlosti in ta novi datum zapadlosti določa izhodišče /pričetek čakalne dobe. Obresti, ki izhajajo iz podaljšanja datuma zapadlosti, so zajete v členu 1.2 pod pogojem:

- > da so bile fakturirane dolžniku;
- > da je bilo fakturiranje sporočeno Zavarovalnici naslednji mesec;
- > da uporabljena obrestna mera ne presega trimesečni Euribor + 1. Premija se zaračuna ob upoštevanju skupnega trajanja posojila.

9.1.4 Razen kadar je v Posebnih pogojih določen drugačen rok, Zavarovanec sporoči Zavarovalnici vsako zamudo plačila v 60 dneh, po koncu meseca, v katerem je datum zapadlosti plačila.

9.1.5 The Insured shall grant the Insurer, whilst accepting all consequences related to the uninsured percentage, the right to exercise all rights resulting from the Insured debt.

If requested by the Insurer, the insured shall hand over or transfer, in a form enforceable against third parties, all documents and titles which may be necessary or useful in the exercise of these rights.

Moreover, with respect to the uninsured percentage of risk, the Insured shall commit himself to support all consequences of any decisions that the Insurer may have to take in relation to any kind of agreements which are relevant to the insured debts.

9.2 Options as to collection

9.2.1 Within 30 days following the declaration of a delay, the Insured shall provide to the Insurer the contractual documentation relevant to the transaction entered into with the debtor, whether or not overdue.

The Insurer has the right to ask for an English translation, at the expense of the Insured, for all contractual documents required by the Insurer to examine the validity of the cover.

Whichever option for collection is chosen the Insured is always obliged to submit the claims against the estate of an insolvent debtor, even after payment of the indemnification.

9.1.5 Zavarovanec odstopi Zavarovalnici pravico, uveljavljati vse pravice, ki izhajajo iz zavarovanega dolga, pri čemer sprejme vse posledice v zvezi z nezavarovanim odstotkom.

Na zahtevo Zavarovalnice mora Zavarovanec posredovati vse dokumente in listine v veljavni obliki proti tretjim osebam, ki bi lahko bile potrebne ali koristne pri uveljavljanju teh pravic.

Poleg tega se Zavarovanec, glede na odstotek nezavarovanega rizika, strinja, da nosi vse posledice odločitev, ki jih lahko Zavarovalnica določi v zvezi s katero koli vrsto pogodbe, ki je pomembna za zavarovane dolgove.

9.2 Možni načini plačila odškodnine upniku

9.2.1 Zavarovanec je dolžan v 30 dneh po prijavi zamujanja plačila, Zavarovalnici dostaviti pogodbeno dokumentacijo pomembno za transakcijo, ki jo je sklenil z dolžnikom, ne glede na to, ali je dolg že zapadel ali ne.

Zavarovalnica ima pravico zahtevati angleški prevod vse pogodbene dokumentacije, na stroške zavarovanja, za potrebe preverjanja veljavnosti kritja

Ne glede na to, katera možnost je izbrana za plačilo, je Zavarovanec vedno dolžan vložiti zahtevek za terjatev do premoženja insolventnega dolžnika, tudi po plačilu prejemu odškodnine.

9.2.2 When providing the list of overdue, the Insured must indicate his choice of the collection options as explained below and shall designate any loss assignees.

The Insured agrees to remit any recovered amounts after payment of any claim in accordance with the methods set out in article 10.5.2.

9.2.3 Option 1: the Insured and the Insurer acting together in relation to collection:

This implies:

- > that the Insured acts with and under the instructions of the Insurer until the file is closed;
- > that the Insured and / or the assignee commit themselves to remit to the Insurer the recovered amounts, after payment of any claim, up to the indemnified portion;
- > that the Insurer, where he considers that there may be a potential loss, may impose all measures that he considers to be appropriate in order to avoid its occurrence or to limit its effects.

9.2.4. Option 2: the Insured grants a collection mandate:

This implies:

- > that the Insured grants to the Insurer a mandate for the purposes of collection, which authorises the latter to act in his name and for his account;
- > that the Insured and/or the assignee commit themselves to remit the total amount of the recovered sums after indemnification;

9.2.2 Pri predložitvi seznama zaostalih plačil, mora Zavarovanec navesti svoje možnosti izterjave, kot je pojasnjeno v nadaljevanju in označiti vsakega cesionarja.

Zavarovanec se strinja, da bo odpustil vse plačane zneske po izterjavi terjatev v skladu z metodami določenimi v členu 10.5.2.

9.2.3 Možnost 1: Zavarovanec in Zavarovalnica glede plačila nastopata skupaj:

To pomeni:

- > Zavarovanec ravna v skladu z navodili Zavarovalnice, dokler se primer ne zaključi;
- > da se Zavarovanec in/ali cesionar zavezuje, da bosta odpustila Zavarovalnici plačane/prejete zneske, po plačilu odškodninskega zahtevka, do zavarovane višine
- > da Zavarovalnica, ko je mnenja, da lahko pride do potencialne škode, lahko uvede ukrepe, ki se ji zdijo primerni, da bi se izognila nastanku škode, ali omejitev njenih učinkov/posledic.

9.2.4. Možnost 2: Zavarovanec izda Zavarovalnici pooblastilo za izterjavo: To pomeni:

- > da Zavarovanec izda Zavarovalnici pooblastilo za izterjavo, s katerim se Zavarovalnica pooblašča, da ukrepa v njegovem imenu;
- > da se Zavarovanec in/ali cesionar zavezuje, da bosta odpustila Zavarovalnici celoten znesek terjatve, po prejeti odškodnini;

- > that the Insurer, where he considers that there may be a potential loss, may immediately decide on all measures that it considers to be appropriate to avoid its occurrence or to limit its effects. These measures and actions shall not deprive the Insurer of his right to refuse to cover any indemnification if it would appear that the insurance conditions have not been met;
- > that the actions undertaken by the Insurer in his name and the costs engaged by the Insurer shall be borne by him exclusively; the costs related to the debts the Insurer refuses to indemnify will be reimbursed by the Insured.

This option does not apply to the cancellation risk.

- > da Zavarovalnica, ko je mnenja, da lahko pride do potencialne škode, lahko takoj sprejme odločitve o vseh ukrepih, za katere meni, da so primerni, da bi se izognila nastanku škode ali da omeji njene učinke. Ti ukrepi in dejanja ne omejujejo pravice zavarovalnice, da zavrne kritje nekega nadomestila, če se ugotovi, da niso izpolnjeni pogoji zavarovanja;
- > da ukrepe, ki jih Zavarovalnica prevzame v svojem imenu, ter odhodke, ki pri tem nastanejo, krije sama; stroške povezane s terjatvami, ki jih Zavarovalnica noče povrniti, je dolžan nadomestiti Zavarovanec. Ta možnost ne velja za riziko prekinitve pogodbe.

CHAPTER 5 INDEMNITY

ARTICLE 10 GENERAL PRINCIPLES

- 10.1** If the Insured has opted for option 1 mentioned in article 9.2.3, he must make a claim against the policy.

If the Insured has opted for option 2 mentioned in article 9.2.4, the expiry of the waiting period shall be considered as a claim against the policy.

In either case, the Insured must provide evidence of his right to be indemnified.

- 10.2** If the debtor disputes the debt or pretends being entitled to exercise a right to compensation or if the Insured terminates, without the prior consent of the Insurer, a distribution agreement that is in the course of being executed, the Insurer shall require, before granting any claim's:

POGLAVLJE 5 ODŠKODNINA

ČLEN 10 SPLOŠNA NAČELA

- 10.1** Če se zavarovanec odloči za prvo možnost iz člena 9.2.3, mora vložiti odškodninski zahtevek na podlagi police.

Če se zavarovanec odloči za 2. možnost iz člena 9.2.4, potek čakalnega obdobja šteje kot zahtevek za odškodnino po polici.

V obeh primerih mora Zavarovanec predložiti dokazilo o upravičenosti do odškodnine iz zavarovanja.

- 10.2** Če dolžnik oporeka dolgu, ali zatrjuje, da je upravičen za uveljavljanje pravice do nadomestila, ali če Zavarovanec brez predhodnega soglasja Zavarovalnice, odpove sporazum o dobavi med njegovim izvajanjem, Zavarovalnica pred odobritvijo odškodninskega zahtevka zahteva:

> that the dispute be settled definitively by the judge relevant to the contract;
> and that the decision be rendered enforceable in the country of the debtor.

In the case of any dispute, all extraordinary expenses required for the settlement of the dispute shall be borne exclusively by the Insured.

10.3 In case of insolvency and when the debt is disputed, the Insurer shall require that the debt is admitted as part of the liabilities of the insolvent debtor, before making any claims payment.

10.4 If, on the date of cancellation of the credit limit by the Insurer or on the date of expiry of the waiting period relating to the first unpaid debt, the sums that remain due to the Insured exceed the amount of the credit limit, the portion exceeding the amount of the credit limit shall be borne exclusively by the Insured.

On this date, the Insurer shall calculate the ratio between the amount of the credit limit and the amount total outstandings relating to the debtor.

10.5 All payments, except for late-payment interest, shall be allocated as follows:

10.5.1 Before the date on which the Insurer cancelled the credit limit and/or contract approval, and no later than expiry of the waiting period for the earliest outstanding amount, any amounts received shall be allocated to clear the debts relating to the principal amount due under the contract and credit interest in chronological order, regardless of whether these have been covered or not.

> da je spor dokončno rešen s strani pristojnega sodišča navedenega v pogodbi med upnikom in dolžnikom;
> in, da je sodba izvršljiva v državi dolžnika.

V primeru spora, vse izredne stroške, ki so potrebni za rešitev spora krije Zavarovanec.

10.3 V primeru plačilne nesposobnosti, ter v primeru izpodbijanja terjatev, Zavarovalnica pred vložitvijo odškodninskega zahtevka zahteva, da se zahtevek prizna kot del obveznosti insolventnega dolžnika.

10.4 Če na dan preklica kreditnega limita s strani Zavarovalnice, ali na dan zapadlosti čakalne dobe v povezavi s prvim neplačanim dolgom, zneski dolgovan Zavarovancu presegajo višino kreditnega limita, del ki presega višino limita nosi/krije izključno Zavarovanec.

Na ta dan, Zavarovalnica določi razmerje med višino kreditnega limita in višino vseh neporavnanih terjatev povezanih z dolžnikom.

10.5 Vsa plačila, razen za zamudne obresti, se asignirajo, kot sledi:

10.5.1 Pred datumom odpovedi kreditnega limita in/ali odobritve pogodbe s strani Zavarovalnice in ne pozneje od preteka čakalne dobe za prvi neplačani znesek, se vsi prejeti zneski za poravnavo dolgov asignirajo v kronološkem vrstnem redu. Ti zneski se nanašajo na prispelo glavnico dolga v skladu s pogodbo in kreditnim limitom, ne glede na to, ali so ti dolgovi pokriti ali ne.

10.5.2 After the date on which the Insurer cancelled the credit limit and/or contract approval, and no later than the expiry of the waiting period for the earliest outstanding amount:

- > if article 9.2.3 applies, the received amounts shall be allocated to clear the covered and non-covered amounts, pro rata to the Insured proportion of the debt;
- > if article 9.2.4 applies, the Insurer will first receive the amounts, up to the total amount of any claim payment, any collection and any financing costs. The Insured will receive any surplus.

10.6 The late-payment interest shall be allocated in priority to the clearance of the outstanding amounts relating to the principal sum due under the contract.

10.7 In the Special Terms, the Insurer may fix a maximum amount of total claims payment for each insurance year.

10.5.2 Po datumu prekinitve kreditne omejitve in/ali odobritve pogodbe s strani Zavarovalnice in ne pozneje kot od preteka čakalne dobe za prvi neplačani znesek:

- > če se uporabi člen 9.2.3, se vsi prejeti zneski za poravnavo kritih in nekritih zneskov asignirajo v sorazmerju z odstotkom zavarovanih terjatev;
- > če se uporabi člen 9.2.4, Zavarovalnica najprej dobi zneske do višine skupnega zneska plačila odškodninskih zahtevkov, plačila in finančnih stroškov. Zavarovanec prejme eventuelni presežek.

10.6 Zamudne obresti se predvsem asignirajo za poravnavo neporavnanih zneskov, ki se nanašajo na prispelo glavnico dolga v skladu s pogodbo.

10.7 S Posebnimi pogoji Zavarovalnica lahko določi najvišji znesek vseh plačil odškodninskega zahtevka za vsako leto zavarovanja.

ARTICLE 11 CALCULATION OF THE LOSS

11.1 Cancellation loss

11.1.1 Where a loss from cancellation arises, the loss is made up of:

- > On the debit side:
 - > the amount of costs incurred by the Insured in executing the contract starting from its date of signature. The debit cannot exceed the value of the contract, less the expenses which may still be incurred to complete the contract;

ČLEN 11 IZRAČUN ŠKODE

11.1 Škoda zaradi prekinitve pogodbe

11.1.1 Škoda zaradi prekinitve pogodbe; v primeru nastanka škode, je krita do:

- > Na dolžniški strani:
 - > višine stroškov Zavarovanca pri izvrševanju pogodbe od dneva podpisa pogodbe. Dolg ne sme preseči vrednosti pogodbe, zmanjšane za morebitne stroške, ki lahko nastanejo še do zaključka naročila.

- > On the credit side :
 - > the amount of payments, dividends, recoveries or loss and interests related to the insured contract;
 - > the proceeds of the enforcement of the sureties or the resale of the manufactured products and supplies;
 - > compensation of any nature anticipated or that may be anticipated in relation to the insured contract;
 - > the value of any advantage obtained by the Insured due to the cancellation.

- > Na kreditni strani:
 - > višine zneskov plačila, dividende, terjatev ali odškodnin in obresti v zvezi z zavarovano pogodbo;
 - > prihodki od izterjave garancij ali nadaljnje prodaje tovarniških izdelkov in materialov;
 - > nadomestila kakršne koli narave, ki so pričakovani, ali bi jih lahko pričakovali v zvezi z zavarovano pogodbo;
 - > vrednost kakršnihkoli ugodnosti, do katerih je Zavarovanec upravičen zaradi odpovedi.

11.1.2 Cancellation losses shall always be determined in Euro.

Sums paid and received in foreign currency shall be converted on the basis of the average rate for the day on which they are paid or received.

11.1.2 Škoda zaradi odpovedi pogodbe se vedno določa v evrih.

Zneski plačani in prejeti v tuji valuti se preračunajo po srednjem tečaju, na dan plačila ali prejema.

11.1.3 The financial consequences of entering into a forward sale agreement for currencies to be received under the contract of sale shall not be taken into account in calculation the loss.

11.1.3 Finančne posledice sklenitve terminske pogodbe o prodaji za valute, ki bodo sprejete v skladu s prodajno pogodbo, se pri izračunu škode ne upoštevajo.

11.2 Non-payment loss

In the case of non-payment loss, the loss claimed shall correspond to the debit balance of the account below, and if applicable the ratio determined in accordance with article 10.4 shall be applied:

11.2 Škoda zaradi neplačevanja

V primeru škode zaradi neplačila, mora škoda v odškodninskem zahtevku ustrezati dolžniškemu saldu, oziroma v zavarovanem razmerju določenem v skladu s členom 10.4:

- > On the debit side:
 - > the outstanding amount of the debt, i.e. both the insured as well as the uninsured debts.
- > On the credit side: any amount collected in respect of the debt, in particular:
 - > any amounts due to the enforcement of any guarantee; If guarantees are a condition precedent to the insurance imposed by the Insurer, the proceeds shall be allocated first to the insured debts. If guarantees are not a condition precedent, they will be allocated prorata to the covered and non-covered amount.
 - > or the resale of recovered goods; The proceeds by the enforcement of retention of title clauses shall be similar to the proceeds of enforcement of guarantees.
 - > or the value of any advantage obtained by the Insured due to the loss.
- > Na dolžniški strani:
 - > neporavnani znesek dolga, tj. zavarovani in nezavarovani dolgovi.
- > Na kreditni strani: vsak znesek, izračunan v zvezi z dolgom, še zlasti:
 - > vsak znesek za terjatev nekega jamstva; Če so jamstva, predpogoj zavarovanja, ki jih nalaga Zavarovalnica, se prihodki asignirajo najprej za nezavarovane dolgove. Če jamstva niso pogoj, se asignirajo sorazmerno s kritim in nekritim deležem.
 - > ali preprodajo vrnjenega blaga; Dohodek od izvajanja klavzul o ohranjanju lastniških pravic je podoben prihodu iz terjave garancije.
 - > ali vrednosti koristi, do katerih je Zavarovanec upravičen/pridobil iz naslova škode.

11.3 Extraordinary expenses

The contribution of the Insurer to any extraordinary expenses shall be determined by applying the indemnified portion to these extraordinary expenses. If these expenses relate also to uninsured amounts, they shall be allocated proportionally to the insured and uninsured amounts.

The contribution to any extraordinary expenses within the scope of the collection mandate as mentioned in article 9.2.4, is detailed in the last bullet-point of the same article.

11.3 Izredni stroški

Soudeležba Zavarovalnice v izrednih stroških se določi z uporabo nepovrnjenega dela teh izrednih stroškov. Če se ti stroški nanašajo na nezavarovane zneske, se asignirajo v razmerju med zavarovanimi in nezavarovanimi zneski.

Soudeležba v izrednih stroških v okviru plačilnih pooblastil, kot je navedeno v členu 9.2.4 je podrobno določena v zadnjem odstavku istega člena.

ARTICLE 12 CALCULATION AND PAYMENT OF CLAIMS

- 12.1** Any claims payment shall be calculated by applying the percentage of cover to the debit balance of the loss account. The claims payment shall be made within 30 days of the the loss arising or as the case may be, of the date on which proof of the loss has been produced.
- 12.2** The Insured and/or the assignee will receive notification of the claims calculation and the account that will be credited.
- 12.3** If the currency of the debt is other than Euro, the Insurer has the choice:
- > either to pay in the relevant currency;
 - > or to indemnify in Euro by converting the relevant currency on the basis of the exchange rate fixed by the ECB on the day on which the loss occurred.

ARTICLE 13 RECOVERIES

- 13.1** Recoveries mean all sums collected after claim payment.
- 13.2** The allocation of recoveries is dependant on the collection option chosen.
- > if the Insured chose article 9.2.3 all recoveries will be shared between the Insured and the Insurer on the basis of the indemnified portion. Nevertheless recoveries in the form of late-payment interest relating to paid claims and accrued before the payment of the indemnity are allocated to the Insured. Late-payment interests accrued after the payment of the indemnity will be shared between the Insurer and the Insured based on the indemnified portion.

ČLEN 12 IZRAČUN IN PLAČILO ODŠKODNINE

- 12.1** Vsako izplačilo odškodnine se izračuna z uporabo odstotka kritja na negativno stanje na računu izgube. Plačilo zahteve po odškodnini je treba vložiti v 30 dneh od nastale škode, oziroma od dneva predložitve dokazov o škodi, odvisno od posameznega primera.
- 12.2** Zavarovanec in/ali cesionar prejmeta obvestilo o izračunu odškodninskih zahtevkov in računu na katerega bo odškodnina nakazana.
- 12.3** Če valuta terjatve ni evro ima Zavarovalnica možnost izbire:
- > ali plačati odškodnino zavarovanja v drugi valuti;
 - > ali plačati odškodnino v evrih z konvertiranjem druge valute po menjalnem tečaju ECB, na dan nastanka škode.

ČLEN 13 IZTERJAVE

- 13.1** Izterjave so vsi plačani zneski po plačilu odškodninskega zahtevka.
- 13.2** Alokacija izterjave je odvisna od izbrane možnosti terjatve.
- > če je Zavarovanec izbral možnost iz člena 9.2.3 se vse terjatve delijo med Zavarovancem in Zavarovalnico v razmerju pripadajoče odškodnine. Kljub temu se terjatve v obliki obresti za zamude pri plačilu v zvezi z plačanimi odškodninskimi zahtevki, ki so nastale pred plačilom odškodnine dodelijo Zavarovancu. Zamudne obresti na zamude pri plačilu, ki so nastale po plačilu odškodnine, se razdelijo med Zavarovalnico in Zavarovancem v zgoraj navedenem razmerju. odškodnine.

- > if the Insured chose article 9.2.4 all recoveries, including late-payment interest related to paid and/or unpaid claims, will accrue to the Insurer and will be applied against the indemnity, the collection cost and the financing costs. The Insurer's share of recoveries has to be paid to the Insurer in the currency in which the recoveries have been made.

13.3 The allocation of any recovered sum will be irrespective of any exchange losses or profits that might affect this sum.

- > če Zavarovanec izbere možnost iz člena 9.2.4 vse terjatve, vključno z obrestmi za zamude pri plačilu v zvezi z plačano in/ali neplačano odškodnino pripadajo Zavarovalnici in se uporabljajo za nadomestila iz zavarovanja, stroške izterjave in finančne stroške. Delež Zavarovalnice v terjativah je treba Zavarovalnici plačati v valuti v kateri so izterjane.

13.3 Alokacija vseh plačanih zneskov je neodvisna od kakršne koli tečajne izgube ali dobička, ki bi lahko vplival na ta znesek.

CHAPTER 6 MISCELLANEOUS

ARTICLE 14 THE INSURANCE POLICY

14.1 Generalities

14.1.1 The insurance policy enters into force on the date specified in the Special Terms.

The Insurer shall not be bound if, within 30 days of this date, a duly signed document has not been sent back to him.

14.1.2 The request for insurance is an integral part of the insurance policy.

14.1.3 Unless the Special Terms state a longer term, the duration of the policy is one year. The policy shall be tacitly renewed for consecutive periods of one year except if the Insurer or the Insured gives notice of termination, by registered letter, three months before the end of the current insurance period.

POGLAVJE 6 RAZNO

ČLEN 14 ZAVAROVALNA POLICA

14.1 Splošne določbe

14.1.1 Zavarovalna polica začne veljati na dan določen v Posebnih pogojih.

Zavarovalnica nima obveznosti, če ji ustrezno podpisan dokument ni vrnjen v 30 dneh, od dneva pričetka veljavnosti.

14.1.2 Vloga za zavarovanje/prijavni obrazec je sestavni del zavarovalne police.

14.1.3 Če v posebnih pogojih ni določeno daljše obdobje, je trajanje police eno leto. Polica se avtomatično podaljša za obdobje enega leta, če ena od pogodbenih strank pisno, s priporočeno pošiljko, tri mesece pred koncem tekočega zavarovalnega obdobja, police ne odpove.

14.2 Modification, limitation, suspension or cancellation

14.2.1 The Insurer may modify, limit, suspend or cancel the insurance policy at any time, either for the entirety of the insured risks, or for one category of risks, or for one country or a category of commercial operations.

14.2.2 The Insurer may cancel the insurance policy:

- > if the Insured ceases or transfers his activities to any other entity, or if he becomes insolvent;
- > if the Insured does not comply with his obligations.

14.2.3 The Insured may terminate the insurance policy within 15 days, following any decision to modify the coverage of the insurance policy or to increase the insurance terms.

14.2 Spremembe, omejitve, preklic ali odpoved police

14.2.1 Zavarovalnica lahko kadarkoli spremeni, omeji, začasno prekliče ali odpove zavarovalno polico za vse zavarovane rizike ali za posamezno kategorijo rizikov ali za posamezno državo ali za kategorijo komercialnih operacij.

14.2.2 Zavarovalnica lahko odpove zavarovalno polico:

- > če Zavarovanec preneha opravljati poslovne dejavnosti ali jih prenese na drugi subjekt ali če postane plačilno nesposoben;
- > če Zavarovanec ne izpolnjuje svojih obveznosti.

14.2.3 Zavarovanec lahko prekliče polico v roku 15 dni po vsaki odločbi o spremembah kritja po zavarovalni polici, ali spremembah zavarovalnih pogojev.

ARTICLE 15 LATE-PAYMENT INTEREST

15.1 All amounts owed to the Insurer by the Insured shall bear ipso jure and without prior formal notice late-payment interest at a rate determined as follows:

- > for Euro, the 3 months EURIBOR rate, plus 1%;
- > for other currencies, the 3-months LIBOR (London Interbank Offered Rate) for the relevant currency, plus 1%.

15.2 The applicable rate shall be fixed on the first day of each three-month period. Late-payment interest shall become due:

- > in the case of amounts not due from a claims payment, as from the claims payment date;

ČLEN 15 ZAMUDNE OBRESTI

15.1 Vsi zneski, ki jih Zavarovalnica dolguje Zavarovancu vsebujejo, po samem zakonu in brez predhodnega uradnega obvestila, obresti za zamude pri plačilu, po stopnji, ki se določi na naslednji način:

- > za evro, na četrtnetno stopnjo EURIBOR plus 1%;
- > pri drugih valutah, četrtnetno LIBOR (London Interbank Offered Rate) za zadevno valuto, plus 1%.

15.2 Uporabljena stopnja se določi s prvim dnem vsakega trimesečnega obdobja. Zamudne obresti se računajo:

- > v primeru, da zamudne obresti ne izvirajo iz plačila odškodnine, od dneva plačila odškodnine;

- > in the case of recoveries, as from the 31st day after their collection;
- > in all other cases, as from the 31st after the date of the debit note or, in the absence of any debit note, from the date indicated in the insurance document.

15.3 The Insurer will also levy an administration fee of EUR 100 on all late-payment charges.

- > v primeru izterjave, in sicer od 31. dneva po terjatvi;
- > v vseh drugih primerih, pa začeni od 31. dneva, od dneva poročila o dolgovanju ali, v primeru odsotnosti poročila o dolgovanju, od dneva, ki je naveden na polici.

15.3 Zavarovalnica je upravičena tudi do administrativne pristojbine v višini 100 EUR, za vse zamude pri plačilih.

ARTICLE 16 INSPECTION OR AUDIT

At any time the Insurer can carry out an audit or inspection, or can appoint an expert to carry out such an audit or inspection of any information held by the Insured that is relevant or potentially relevant to this policy.

ČLEN 16 PREGLED ALI REVIZIJA

Zavarovalnica lahko kadarkoli opravi revizijo ali inšpekcijski pregled, ter lahko imenuje strokovnjake za izvedbo takšnih revizij in inšpekcij vseh podatkov, ki jih Zavarovanec poseduje in so pomembne, ali potencialno pomembne za to polico.

ARTICLE 17 ASSIGNMENT OF RIGHTS

The right to indemnity may be transferred to a third party with the agreement of the Insurer.

Such an agreement shall take the form of an endorsement to the insurance policy, signed by the Insurer, the Insured and the transferee.

All actions likely to be invoked by the Insurer against the Insured may be invoked against the assignee.

The latter also undertakes to remit the sums recovered after payment of the indemnity in accordance with the provisions under article 10.5.2.

ČLEN 17 PRENOS PRAVIC

Pravica do nadomestila se lahko prenese na tretje osebe s soglasjem Zavarovalnice.

Tako soglasje mora biti v obliki pisnega dodatka k zavarovalni polici, podpisanega s strani Zavarovalnice, Zavarovanca in prevzemnika pravic.

Vse izjeme, ki bi jih lahko Zavarovalnica uporabila za Zavarovanca, se lahko uporabijo tudi za cesionarja.

Cesionar se tudi zavezuje, da bo odpustili zneske plačane po plačilu odškodnine v skladu z določbami člena 10.5.2.

ARTICLE 18 SUBROGATION

The Insurer shall have the right to be subrogated in all rights and actions of the beneficiary of the insurance, with regard to the transaction, and to the extent of its effective intervention.

ČLEN 18 SUBROGACIJA

Zavarovalnica je upravičena do subrogacije v vseh pravnih dejanjih upravičenca/Zavarovanca, v zvezi z zavarovano transakcijo in njeno učinkovito izterjavo.

ARTICLE 19 PRESCRIPTION

Any action for payment of indemnity resulting from the insurance policy will be time-barred after a 180 days period from the date on which the Insurer has notified refusal to pay, and in any case, at the latest 3 years after the due date of the insured debt.

ARTICLE 20 JURISDICTION

All disputes arising out of or in connection with this insurance policy shall be governed by Belgian law.

Such disputes shall be finally settled, at the option of the plaintiff:

- > in the Commercial Court of Brussels;
- > or under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or three arbitrators appointed in accordance with the said Rules.

The place of the arbitration shall be Brussels.

The language of the arbitration is determined by the language of the insurance policy - English.

ARTICLE 21 CONFIDENTIALITY

The General and Special Terms shall be kept confidential. They may not be disclosed to third parties without the prior express consent of the Insurer.

The financial institutions which contribute to the financing of the insured contract as well as the brokers mentioned in the Special Terms of the insurance policy shall not be deemed to be third parties.

ČLEN 19 ZASTARANJE

Vsako zahtvek za plačilo odškodnine, ki izhaja iz zavarovalne police zastara po obdobju 180 dni od dneva uradnega obvestila o zavrnitvi plačila s strani Zavarovalnice, in v vsakem primeru najkasneje v treh letih od dneva zapadlosti zavarovanega dolga.

ČLEN 20 PRISTOJNOST SODIŠČ

Za vse spore, ki izhajajo iz zavarovalne police ali v zvezi z njo je merodajno pravo Belgije.

Takšni spori se končno rešujejo, po izbiri tožilca:

- > na Gospodarskem sodišču v Bruslju;
- > v skladu z Arbitražnimi pravili Mednarodne trgovinske zbornice (ICC), s strani enega ali več razsodnikov, imenovanih v skladu z navedenimi Pravili.

Kraj arbitraže je Bruselj.

Jezik arbitraže je določen z jezikom zavarovalne police - angleščina.

ČLEN 21 ZAUPNOST

Splošni in Posebni pogoji morajo ostati zaupni. Ti se ne smejo razkriti tretji osebi brez predhodnega izrecnega soglasja Zavarovalnice.

Finančne institucije, ki sodelujejo pri financiranju zavarovane pogodbe, ter posredniki, ki so navedeni v Posebnih pogojih zavarovalne police, se ne štejejo kot tretje osebe.

LEXICON

A

Act of government

Any impediment resulting from an order or prohibition emanating from a public authority.

C

Certain, liquid and payable claim

The claim must be certain, liquid and payable:

- > certain: it must be established that the claim actually and undisputably exists;
- > liquid: the amount of the claim must be fixed or it must at least be possible to make a provisional estimate thereof;
- > payable: the claim must be overdue, allowing the creditor to demand immediate payment thereof from the debtor;

Contract approval

- > refers to a specific transaction;
- > limited in time by the Special Terms;
- > may be extended by decision of the insurer;
- > and is not revolving.

Contract(s)

The types of contracts that are likely to be insured by the Insurer: contracts for the delivery of goods and/ or the performance of services, imports, sales by deposit.

Contractual documentation

This encompasses specifically: order forms, invoices, shipping documents, bills of exchange, certificates of origin of products relevant to the debts, justificatory documents concerning the insolvency of the debtor, copies of any correspondence between the debtor and the bank.

SLOVAR

(A)

Dejanje vlade

Morebitni ukrepi, ki izhajajo iz ukazov, ali prepovedi državnega organa.

(C)

Nedvomna, tekoča in zapadla terjatev

Terjatev mora biti nedvomna, likvidna in izterljiva:

- > nedvomno: treba je določiti, da terjatev dejansko in nesporno obstaja;
- > likvidno: dolgovani znesek mora biti točno določen, ali pa ga je mogoče vsaj začasno oceniti;
- > izterljivo: terjatev mora biti zapadla, tako, da omogoča upniku, da zahteva od dolžnika njegovo takojšnje plačilo;

Odobritev pogodbe

- > nanaša se na določeno transakcijo;
- > časovno je omejena s Posebnimi pogoji;
- > se lahko podaljša z odločitvijo Zavarovalnice;
- > ni avtomatično obnovljiva.

Pogodba(e)

Vrste pogodbe, ki jih Zavarovalnica lahko zavaruje: pogodbe za dobavo blaga in / ali opravljanje storitev, uvoz, prodajo na podlagi depozita.

Pogodbena dokumentacija

To še posebej vključuje: naročilnice, račune, dokumente odpreme, menice, potrdila o poreklu proizvoda pomembna za dolgove, dokumente razlage, ki se nanašajo na insolventnosti dolžnika, kopije korespondence med dolžnikom in banko.

Covered/non-covered amount

A debt may not have been declared to the Insurer. In this case, no premium will have been collected. This is an uninsured debt.

An insured debt is a debt that has been declared to the Insurer. A premium will have been charged.

The debts that have been declared may, depending on the circumstances, be covered or not covered by insurance. Having an insured debt which is covered by insurance means that the specific insurance conditions have been met and that these debts can be allocated to the agreed credit limit. Only an insured debt which is covered by the insurance confers the right to be indemnified.

Credit duration

The term granted to the debtor for the payment of his debt.

Credit interest

Any contractual interest payable up to the due date. Such interest is covered by the policy.

Credit limit

The maximum amount of the outstanding insured debt. Due to its "revolving" nature, each payment from the debtor frees up part of the limit, so enabling new transactions to proceed.

D

Due date

The date on which payment (or more generally the execution of an obligation) is due.

E

Extraordinary expenses

These costs encompass all expenses encountered during the process of recovery.

Pokriti/nepokriti znesek

Dolg je mogoče ne sporočiti Zavarovalnici. V tem primeru se ne zaračunava nobena premija. To je nezavarovani dolg. Zavarovani dolg je dolg, ki je sporočen Zavarovalnici. Za njega je treba plačati pripadajočo premijo.

Prijavljeni dolgovi so lahko, odvisno od okoliščin, kriti ali nekriti z zavarovanjem. Imeti zavarovan dolg, ki je krit z zavarovanjem pomeni, da so posebne zahteve izpolnjene in da se za te dolgove lahko dodeli dogovorjeni limit. Le zavarovani dolg, ki je krit z zavarovanjem, daje pravico do odškodnine iz zavarovanja.

Trajanje posojila

Rok za plačilo dolga odobren dolžniku.

Kreditne obresti

Vsaka pogodbeni obrestna mera plačljiva do datuma zapadlosti. Takšne obresti so krite po polici.

Kreditni limit

Najvišji znesek neporavnane zavarovanega dolga. Zaradi svoje "revolving" narave, vsako plačilo, ki ga dolžnik nakaže sprosti del limita in omogoči prehod na nove transakcije.

(D)

Datum zapadlosti

Datum, na katerega plačilo (ali bolj splošno, izvrševanje obveznosti) zapade.

(E)

Izredni stroški

Ti stroški vključujejo stroške nastale med procesom izterjave

These costs include specifically: the costs of investigation, the legal expenses or expenses linked to an arbitration, any lawyer's, notary's and court bailiff's fees, the costs of a recovery agency, the costs of transport, storage, expert fees and the costs of repatriation of goods.

F

Force majeure

An event making the execution of the contractual obligation impossible. Such event must be unforeseen, insurmountable and inevitable in nature. Neither the Insured nor the debtor being able to prevent the event, nor its harmful consequences on the contract.

The event lies outside the control of the parties so that no fault can be attributed to any of the parties.

I

Indemnified portion

This effectively reflects the extent to which the Insurer has contributed to a loss.

It is the ratio of the indemnity paid to the total sum of unpaid debts.

Insurance period

The period mentioned in the Special Terms.

Insurance year

(Successive) period(s) of 12 months starting from the initial date of the insurance period as mentioned in the Special terms.

Insured

the policyholder mentioned in the Special Terms.

Insurer

Ti stroški vključujejo zlasti: stroške raziskav, pravnih stroškov ali izdatkov povezanih z arbitražo, vse odvetniške, notarske stroške in sodne stroške izvršiteljev, stroške agencij za izterjave dolgov, prevozne stroške, pristojbine za shranjevanje, honorarje strokovnjakov in strošek vračila blaga.

(F)

Višja sila

Dogodek, ki preprečuje izvedbo pogodbenih obveznosti. Tak dogodek mora po svoji naravi biti nepredvidljiv, nepremostljiv in neizogiben. Ne zavarovanec ne dolžnik nista mogla preprečiti dogodka ali njegove škodljive posledice za pogodbo.

Dogodek, ki je izven nadzora strank, tako da nobeni strani ni mogoče pripisati kakršne koli napake.

(I)

Odškodninski del

Dejansko odraža obseg, do katerega Zavarovalec sodeluje v škodi.

To je odnos plačanega nadomestila in skupnega zneska neplačanih dolgov.

Zavarovalna doba

Obdobje, določeno v Posebnih pogojih.

Zavarovalno leto

(Zaporedno) obdobje (-a) 12 mesecev, s pričetkom od datuma prvotnega zavarovalnega obdobja, kot je določeno v Posebnih pogojih.

Zavarovanec

Nosilec zavarovalne police določen v posebnih pogojih.

Zavarovalnica

L

Late-payment interest

If there is a delay in the execution of the obligation to reimburse the debt, late-payment interest may become due.

This relates to compensation to repair the loss suffered by the creditor due to the non-payment by the debtor at the originally set contractual due date.

Such interests are not covered by the insurance.

P

Percentage of cover

A percentage fixed in the Special Terms and Conditions which will be taken into account to determine the amount of indemnity.

T

Turnover declaration

This is the monthly declaration from the Insured to the Insurer on the operations realised with his clients during the previous month, which corresponds to the requirements set out in the Special Terms and Conditions.

U

Uninsured percentage

This reflects the percentage totally borne by the Insured.

W

Waiting period

The period at the expiry of which the loss exists.

It is only at the end of this period that the Insurer will be able to examine any request of indemnity.

(L)

Zamudne obresti

Če obstaja zamuda pri izvrševanju obveznosti plačila dolga, lahko nastanejo tudi zamudne obresti.

To se nanaša na obveznost, da se sanira finančna izguba, ki jo je upnik utrpel zaradi neplačila s strani dolžnika do prvotno določenega pogodbenega datuma zapadlosti.

Teh obresti zavarovanje ne krije.

(P)

Odstotek kritja

Odstotek je določen v Posebnih pogojih in ga je treba upoštevati pri določitvi višine odškodnine iz zavarovanja.

(T)

Prijava prometa:

To je mesečno obvestilo, naslovljeno na Zavarovalnico s strani Zavarovanca o poslih realiziranih z Zavarovančevimi strankami v preteklem mesecu; ustreza zahtevam določenim v Posebnih pogojih.

(U)

Nezavarovani odstotek

Odraža odstotek, ki ga v celoti krije Zavarovanec.

(W)

Čakalna doba

Iztek obdobja po katerem je nastala škoda v smislu zavarovanja.

Zavarovalnica šele po koncu tega obdobja lahko obravnava odškodninski zahtevek.