

Discretionary limit facility with trading experience

The credit limit is determined:

- either by you within the discretionary zone,
- or by us within the underwriting zone.

1 Discretionary zone

1.1 You may set the credit limit applicable to your buyers yourself if the credit limit does not exceed the *Underwriting level* fixed in the schedule, according to the following conditions;

- your buyer must be located in a *country* listed for this facility in the schedule. We reserve the right to modify the list of *countries* concerned during the *insurance period*,
- all **debts** under any **sales contract** you may have had with your buyer in the 12 months prior to **delivery** , **shipment** or performance of services must have been paid for within the *maximum credit period*.
- the *specific insured percentage* applicable to this facility is set out in the schedule.

Prior to shipment or delivery of goods or performance of services, you must either;

- (a) have obtained an information report. This report must be no older than 6 months old and must be from *information sources* as specified in the schedule. The report must not be adverse in any way nor include any reserve or qualification concerning the buyer. You are then able to set a credit limit yourself to the value that the information report recommends.

or

- (b) set a credit limit yourself within the *discretionary zone* based upon satisfactory trading experience with the buyer in the 12 months preceding the **shipment** or **delivery** of goods or performance of services. In such instances you may set the credit limit as the highest balance cleared during the last 12 months plus 25%.

1.2 Providing that you have subscribed to our on-line system, you can consult us within this zone to know the @rating we grant to your buyer. If we have not yet granted an @rating for your buyer, you can ask us for a credit limit, according to the conditions specified in article 2 below. You will then be covered, except if the @rating is X or if we refuse a credit limit, up to the *underwriting level*, or respectively, if it is more favourable for you;

Risk Module

- either up to the amount of the @rating we grant to your buyer, according to the *scale* fixed in the schedule,
- or up to the credit limit,

and you will then benefit from the *insured percentage* provided for in the schedule for the buyers approved by us.

2 Underwriting zone

Above the *Underwriting level*, or if the buyer is located in any other country not mentioned in article 1.1 of the schedule, the credit limit will be set by us, as specified below:

- 2.1** Providing that you have subscribed to our on-line system, you have to consult us to know the @rating we grant to your buyer. You will then be covered up to the amount of the @rating as per the *scale* and the *insured percentage* fixed in the schedule, except if the @rating is X.
- 2.2** If you have not subscribed to our on line system, or if the amount of the @rating we grant does not suit you regarding the credit limit you are expecting, or if we have not yet granted an @rating for your buyer, you have to request a credit limit. This credit limit sets the maximum amount covered and any specific conditions as may be applicable to it.

If our credit limit is subject to your obtaining a **security**, this **security** must be valid and enforceable.

Our credit limits are confidential: you undertake not to disclose the contents of our credit limits to any third party that is not noted in this contract. For the persons who are noted in this contract, you undertake that they will keep them confidential.

- 2.3** When requesting an initial or revised @rating or credit limit, you must advise us of any **adverse information** and of any **overdue account** for which, at the date of the request, the *maximum credit period* has expired.

3 Validity and change of cover

For each buyer on which we have granted either an @rating or a credit limit, we will provide a monitoring service. Unless otherwise specified on the credit limit **notice** in the case of credit limits, our decisions regarding @rating or credit limits will become effective on the date we receive your request and they are not limited in time and remain valid for the amount granted unless we give you **notice** of reduction or cancellation of cover.

Risk Module

We have the right to refuse, reduce or cancel an @rating or a credit limit at any time and should we do so, then the refusal, reduction or cancellation will become effective for **deliveries, shipments** or performance of services made from the date of our **notice**.