



HRVATSKO
KREDITNO
OSIGURANJE

GENERAL TERMS & CONDITIONS OF DOMESTIC CREDIT INSURANCE

DP-1/11

(Non-committal translation from Croatian language, in case of any discrepancies between the original version and the translation, the Croatian version shall prevail)

DEFINITIONS

Individual expressions in these General Terms & Conditions of Domestic Credit Insurance (hereinafter referred to as: General Terms & Conditions) shall have the following meaning:

Maximum Aggregate Liability: the maximum amount of Indemnity payable by the Insurer to the Insured under the Insurance Contract for the period of one Insurance Year, which is calculated as a multiple of the premium paid for one Insurance Year and the multiplier defined in the Insurance Policy.

Maximum Payment Term: the maturity term indicated in the Commercial Contract, prolonged by the agreed (tacitly, verbally or in writing) payment deferral term known to the Insurer. The maximum payment term for each particular Debtor is indicated in the Insurance Policy or constituent parts thereof.

The Insurer: Hrvatsko kreditno osiguranje d.d., 10000 Zagreb.

Policyholder: legal or natural person with registered seat or residence in the Republic of Croatia, selling goods or providing services based on contract to buyers registered or operating in the territory of the Republic of Croatia, who has concluded an Insurance Contract with the Insurer.

Debtor: legal or natural person (craftsman) with registered seat or residence in the Republic of Croatia obligated to pay to the Insured based on a contract on the sale of goods or providing of services.

Indemnity: monetary amount payable by the Insurer to the Insured to compensate for the Loss incurred by the Insured due to the occurrence of the Insured Event.

The Insured: Policyholder.

Insurance Year: a 12-month insurance term commencing on the date of execution of the Insurance Policy; the new Insurance Year starts upon the expiry of this term.

Insured Amount: the monetary amount on which insurance is concluded with respect to each particular Debtor and indicated in the Insurance Policy;

Insurance Policy: the Insurance Policy is a written document on the executed Insurance Contract, which defines special insurance terms and conditions between the Insurer and the Insured.

Credit Limit Notification: constituent part of the Insurance Policy containing information about the company of the Debtor, the approved Insured Amount, Self-Retention, Maximum Payment Term and the beginning of the insurance term.

Insurance Contract: contract signed between the Insurer and the Policyholder, consisting of the Insurance Policy with attachments thereto and these General Terms & Conditions.

Loss: loss expressed as a monetary equivalent incurred by the Insured with the occurrence of the Insured Event.

Commercial Contract: contract between the Insured and the Debtor regarding the delivery of goods and services.

Article 1

GENERAL PROVISIONS

- 1.1 The Insurance Contract shall be executed in written form, with the signing of the Insurance Policy by duly authorised representatives of the contracting parties. General Terms & Conditions are constituent parts of the Insurance Contract.
- 1.2 The General Terms & Conditions regulate the legal property relations between the contracting parties established through the executed Insurance Contract.
- 1.3 In the event of discrepancy between provisions of the General Terms & Conditions and provisions of the Insurance Policy, provisions of the Insurance Policy shall prevail.
- 1.4 Insurance Applications shall be received in written form. Delivery of the original of the Insurance Application by courier or postal service and by fax or email shall be considered as written form.

Article 2

BASIC OBLIGATIONS OF THE CONTRACTING PARTIES

- 2.1 The Insurer undertakes under the Insurance Contract, if a Loss has been incurred as a consequence of the occurrence of the Insured Event and if the Insured's Claim has been therefore accepted, to pay to the Insured or a third party referred to in Article 21 of these General Terms & Conditions:
 - the Indemnity and
 - cost reimbursement according to Article 4 of these General Terms & Conditions.
- 2.2 The Insured undertakes to pay to the Insurer the Insurance Premium, the risk assessment fee and other amounts payable under terms and conditions defined by the Insurer.

Article 3

SUBJECT OF INSURANCE

- 3.1 The Insurer shall give insurance cover, pursuant to provisions of these General Terms & Conditions, for the Insured's monetary receivables from Debtors in the territory of the Republic of Croatia, provided the Maximum Payment Term does not exceed 180 days, unless agreed otherwise in the Insurance Contract.
- 3.2 The Value Added Tax (VAT) is subject to insurance cover according to these General Terms & Conditions.
- 3.3 Default interest, contractual interest and similar as well as the receivables in respect of liability for damages shall not be subject to insurance cover according to these General Terms & Conditions.

Article 4

SCOPE OF INSURANCE

- 4.1 The Insurer shall cover the Loss incurred by the Insured resulting from the failure to collect receivables due to the occurrence of the Insured Event referred to in Article 13 of these General Terms & Conditions.
- 4.2 The Insurer shall cover the Loss only up to the approved Insured Amount, reduced by the Insured's participation in the loss (Self-Retention).
- 4.3 Unless agreed otherwise in the Insurance Contract the Self-Retention of the Insured is 20%.
- 4.4 The Insurer shall also, if such cover is agreed in the Insurance Contract, cover expenses incurred due to loss mitigation or avoidance of loss activities taken by the Insured in agreement with the Insurer or subsequently approved by the Insurer.
The reimbursement of expenses from this paragraph will take place only after the termination of all activities and final cost assessment.

Article 5

INSURANCE TERM

- 5.1 Insurance coverage shall begin at 00:00 o'clock on the date of signing of the Insurance Policy and shall cease by termination of the Insurance Contract in written agreement, defining also the date of termination, between the Insurer and the Insured or by unilateral written cancellation by any of the Contracting Parties, with a 30-days term of notice.

- 5.2 Insurance coverage with respect to each particular Debtor shall begin at 00:00 o'clock on the date indicated in the Credit Limit Notification and shall last until its cancellation by the Insurer pursuant to Article 10 or pursuant to Article 14 of these General Terms & Conditions.

Article 6

INSURANCE PREMIUM

- 6.1 The Premium rate and the manner of Insurance Premium payment shall be set forth in the Insurance Policy.
- 6.2 The Insurer shall not be obligated to specifically prompt and remind the Insured to pay the due premium.
- 6.3 If the Premium has not been paid in the manner and within terms set forth by the Insurance Contract, the Insurer shall not be obligated to pay the whole Indemnity or a part of it.
- 6.4 If the Premium has not been paid in the manner and within terms set forth by the Insurance Contract, the Insurer shall be also entitled to terminate the Insurance Contract without a period of notice.
- 6.5 The Premium can be paid by the Insured or by any other person except the Debtor.

Article 7

RISK ASSESSMENT FEE

- 7.1 The amount and the manner of payment the risk assessment fee shall be set forth in the Credit Limit Notification.

Article 8

INSURED AMOUNT

- 8.1 The Insured Amount with regard to each individual Debtor shall be defined by the Insurer in the Insurance Contract.

Article 9

RESTRICTION OF INSURANCE COVERAGE

- 9.1 The Insurer shall not cover Loss incurred by the Insured because of failure to collect receivables due to:
- 1) war and warlike events, riots, revolutions and other similar political (non-commercial) events,

- 2) radioactive contamination,
- 3) general payment prohibition (moratorium),
- 4) general government measures prohibiting or impeding sale and payment,
- 5) natural disasters (volcanic eruptions, earthquakes, floods, hurricanes, etc.),
- 6) non-performance or breach of contractual obligations by the Insured or by the person acting on his behalf (past due delivery, delivery of goods or services deficient in terms of quality of quantity, etc.)
- 7) Commercial disputes in relation to receivables arising from deliveries of goods or providing of services according to terms and conditions in the Commercial contract.

9.2 The Insurer shall not cover receivables incurred based on goods delivered or services provided if they have been delivered or provided prior to the beginning of validity of insurance, unless agreed otherwise in the Insurance Contract.

9.3 The Insurer shall not cover receivables incurred based on goods delivered or services provided to affiliated companies, State and public law enterprises and physical persons other than craftsmen.

Article 10

RIGHTS OF THE INSURER

10.1 The Insurer may, during the term of validity of insurance, demand from the Insured to deliver all details regarding the implementation of the insured transaction with any Debtor as well as information about any Debtor for which is reasonable to expect to be available to the Insured.

10.2 If the Insured fails to deliver to the Insurer the requested information within 15 working days (where Saturdays are counted as a non working days) following receipt of the request, any obligation of the Insurer under the Insurance Contract with respect to the Debtor for which the Insurer has requested information, shall cease to exist.

10.3 The Insurer may also at any time independently check or monitor the creditworthiness of any particular Debtor.

10.4 The Insurer may, at any time after becoming aware of facts that may lead to change of risk:

- reduce the Insured Amount with respect to any particular Debtor,
- modify the Self-Retention of the Insured with respect to any particular Debtor,
- exclude any particular Debtor from Insurance

- 10.5 The Insurer shall give written notice of the above modifications to the Insured. These modifications shall be valid from the date indicated in the written notice, but not before the Insured has received the notice, and shall apply to receivables originated after such date.

Article 11

REPORTING RECEIVABLES

- 11.1 The Insured shall, until the 15th day of a month, deliver to the Insurer written reports on receivables ó a list of all its receivables from Debtors originated in the previous month.
- 11.2 The Report must contain the following information for every receivable:
- 1) number and date of the invoice,
 - 2) address, name and personal identification number of the Debtor,
 - 3) receivable amount,
 - 4) due date of the receivable
- 11.3 The Insured shall enable the authorised representative of the Insurer to inspect his business books and records to assure himself of due and timely reporting of information and of the receivables amount from each particular Debtor.

Article 12

OBLIGATIONS OF THE INSURED

- 12.1 The Insured shall be obligated to inform the Insurer immediately upon cognition on:
- 1) the complete and accurate account of all circumstances required for risk assessment and any change of such circumstances before and after the execution of the Insurance Contract,
 - 2) all circumstances that are known to him and that could threaten the due performance of the obligation by the Debtor and on any increase of the risk that could lead to the inability of payment of the receivables,
 - 3) any payment default by the Debtor (which shall also refer to any deliveries made prior to the commencement of the insurance term), but no later than within 15 working days following the expiry of the Maximum payment term (Payment Delay Notification), including the non-payment due to the commercial dispute,
 - 4) any return of goods offered by the Debtor.

5) modifications of the Commercial Contract and the Insured shall obtain written consent by the Insurer prior to any material change of the Commercial Contract, which shall be in particular considered to be:

- change of contracted and maximum payment terms,
- change of security instruments, if any were contracted.

12.2 The Insured shall immediately suspend the delivery of goods or performance of works or providing of services to the Debtor:

- 1) when established that the Debtor failed to settle its debt within the agreed Maximum payment term,
- 2) when he knows or it should be reasonably known to him that the Debtor is in a financial situation that does not enable due fulfilment of the Debtor's payment obligations.

12.3 In the event of default under provisions 1) and 2) of the above paragraph of this Article, the Insured shall lose the right to any Indemnity for all receivables originated after the date of his default, even if they were duly reported to insurance.

12.4 The Insured must, at least 45 days after the expiry of the Maximum payment term, with the approval of the Insurer, take in its own name the contracted, legally prescribed or other necessary measures in order to collect its receivables, for example: hire a Debt collecting agency, take legal actions, demand a legal enforcement of its receivables and consequently participate in bankruptcy and other legal procedures related to the collection of the receivables and promptly inform the Insurer about the status and execution of the stated measures.

12.5 The Insured is obliged to ensure the recoverability and legal enforceability of its receivables for the whole period of existence of the receivable.

12.6 In urgent cases, the Insured must act autonomously as a prudent businessman and promptly inform the Insured about actions taken.

12.7 Expenses resulting from debt collection measures taken as referred to in this Article shall be borne, if such cover is agreed in the Insurance Contract, jointly by the Insurer and the Insured according to the ratio between the Indemnity amount payable by the Insurer under the Insurance Contract and the total amount receivable by the Insured.

- 12.8 Regardless of terms referred to in this Article, the Insurer may at any time give instructions to the Insured on actions to be taken if the Debtor is not fulfilling its obligations or if the Loss has already been incurred.

Article 13

INSURED EVENT

- 13.1 The Insured Event shall occur:
- 1) when a court ruling on the initiation of a bankruptcy or liquidation proceedings against the Debtor becomes final and when the Insured has delivered proof of the acknowledgement of its receivables in the bankruptcy or liquidation assets,
 - 2) when an execution over all possible objects of execution of the Debtor has been closed without success or after a final and enforceable court ruling in favour of the Insured has been passed in a civil lawsuit,
 - 3) after the elapse of 6 months (waiting period) starting from the date of taking of measures referred to in Article 12, paragraph 12.4 of these General Terms & Conditions, subject to fulfilment of the Insured's obligations referred to in Article 12 of these General Terms & Conditions.
- 13.2 Coverage of the Insured Event referred to in item 3) of the above paragraph of this Article must be specifically stipulated in the Insurance Contract.
- 13.3 Subject to approval by the Insurer, an Insured Event shall also occur in the event that:
- 1) the Insured consented to the executed out-of-court settlement between the Debtor and all creditors,
 - 2) the Insurer received proof of the inefficiency or economic ineffectiveness of any measures against the Debtor because it is unlikely that the starting of the insolvency proceedings or any other legal enforcement of receivables will have any prospect of success due to the unfavourable economic situation of the Debtor,
 - 3) the goods giving rise to the receivable were disposed of because of the threat of occurrence of the Insured Event and the Insured decided with the Insurer's consent, to sell the goods of which it could still dispose and the Insured incurred loss due to price differences.

Article 14

AUTOMATIC SUSPENSION OF INSURANCE COVERAGE

- 14.1 Coverage of further deliveries to a particular Debtor shall automatically cease after the Debtor's failure to settle its obligation within the agreed Maximum Payment Term or with the start of the insolvency procedure against the Debtor.
- 14.2 Continuation of insurance (coverage) is possible only after the Insurer's written approval.

Article 15

ALLOCATION OF PAYMENTS

- 15.1 All payments received to the Insured's account prior to the day of the suspension of insurance coverage according to the Article 10 paragraph 10.4 or Article 14. of these General Terms & Conditions (further in the text: suspension of cover) shall be allocated according to instructions of the Debtor. If no such instructions are given, payments received shall be allocated chronologically to settle the earliest receivable of the Insured.
- 15.2 All payments received to the Insured's account as well as all other monetary proceeds under the Commercial Contract (including also alternative disposal) after the suspension of cover shall be allocated pro rata between the insured and uninsured portion of the receivables.

Article 16

LIQUIDATION OF THE CLAIM APPLICATION

- 16.1 The Claim Application may be filed with the Insurer in written form after occurrence of the Insured Event stated in Article 13 of these General Terms & Conditions. The amount for which the Claim Application is submitted must be higher than the Minimum claimable amount indicated in the Insurance Policy.
- 16.2 Documents proving the occurrence of the Insured Event shall be attached to the Claim Application such as:
- 1) documents proving the occurrence of the Insured Event referred to in Article 13 of these General Terms & Conditions,
 - 2) invoices issued to the Debtor,
 - 3) certified transcript of the Debtor's accounting record containing an overview of business operations during the last two years prior to the issuance of the first unpaid invoice,

- 4) evidence of the existence of receivables (e.g. proof of acknowledgement of the Insured's receivable in a bankruptcy or liquidation proceeding, final writ of execution, final court ruling, etc.)
 - 5) shipment documents,
 - 6) any other documents in connection with the Insured Event required by the Insurer and necessary for the liquidation of the insured event.
- 16.3 The calculation of the Indemnity payable by the Insurer to the Insured shall be based on the total amounts of the receivables due to the Insured from the Debtor at the time of occurrence of the Insured Event.
- 16.4 To establish the accuracy of data contained in the Claim Application and documents required for the assessment thereof, the Insured may be requested by the Insurer to obtain, at its own expense, the opinion of a certified auditor and/or certified court expert on such data.
- 16.5 In the event of default by the Debtor due to commercial disputes or other events of doubtfulness of insured receivables, the calculation of Indemnity shall be based on the amount adjudicated in favour of the Insured in a court, arbitration or other proceeding, after the finality of any of such proceedings.
- 16.6 The total amount of the acknowledged due receivables shall be divided into the insured and the non-insured portion.
- 16.7 All amounts received by the Insured under the Commercial Contract, after the occurrence of the Insurance Event, regardless of their declared purpose, shall be allocated pro rata between the insured and uninsured portion of the receivables.
- 16.8 The insured portion of the receivables reduced by the amounts received according to the previous paragraph, which may not exceed the Insured Amount, shall represent the Loss.
- 16.9 The Loss shall be additionally reduced by the Self-Retention. The amount thus obtained shall represent the Indemnity payable by the Insurer to the Insured.
- 16.10 If the Insured, in the period of two years before the submission of the Claim Application, has not reported all its receivables according to the Article 11 of these General Terms & Conditions, the Insurer will reduce the Indemnity by the percentage that represent the share of

the not reported receivables in the total receivables from the Debtor that the Insured was obliged to report according to the stipulations of the Insurance Contract.

Article 17

PAYMENT OF INDEMNITY

- 17.1 , The Insurer shall be obligated to pay the Indemnity within 30 working days following receipt of the complete set of documents consisting of Claim Application with all pertaining documents and evidence based on which the Insured can prove the occurrence of the Insured Event and the amount of Indemnity, and in the case that based on such prove the Insurer has recognised the right to an Idemnification in written form.
- 17.2 If the final amount of Loss is still not known at the occurrence of the Insured Event, the Insurer may pay to the Insured the corresponding Indemnity advance if so defined by the provisions of the Insurance Contract.
- 17.3 Regardless of the amount of Indemnity referred to in the previous Article of these General Terms & Conditions, the total amount of all Indemnities for one Insurance Year shall not exceed the Maximum Liability of the Insurer...
- 17.4 If the Insurer should establish, after payment of Indemnity, that the Insured was not entitled to Indemnity in the amount paid, the Insured shall be obligated to return the Indemnity or a part thereof together with associated costs reimbursed by the Insurer and statutory default interest from the date of Indemnity payment to the date of return of Indemnity or any part thereof, all within 14 days following written notification by the Insurer.
- 17.5 The Insurer may request from the Insured to provide adequate security instruments to secure the return of funds referred to in this Article.
- 17.6 After recognition of the right to an Indemnification, the Insured is obligated, without regard to the indemnification payment, to ensure with a professional care enforceability and legal recoverability of the receivable, particularly, to participate duly in the court of other proceedings which have been instituted or will be instituted for the purpose of the recovery of the receivable, make all acts appertained to him as to the creditor and inform the Insurer, without unnecessary delay, on all circumstances related to the management of the receivables, or of the Debtor. The Insured is obligated to follow instructions of the Insurer in these activities.

Article 18

EXCLUSION OF THE INSURER'S INDEMNITY PAYMENT OBLIGATION

18.1 The Insurer shall not be obligated to pay the Indemnity or any part thereof:

- 1) if the Insurance Premium has not been paid in full and as due;
- 2) for deliveries of goods and services not reported and not performed during the insurance term;
- 3) in the event of disputable receivables or commercial disputes and in other events of disputability under the Commercial Contract;
- 4) if Loss has occurred where the Insured or an agent of the Insured is co-liable;
- 5) if the down-payment defined in the Commercial Contract was not paid;
- 6) if the Insured defaults on any of its obligations under the Insurance Contract, in particular in the event of non-compliance with the obligations set forth in Article 12 of these General Terms & Conditions;
- 7) if the Insured should breach the Commercial Contract or valid statutory regulations;
- 8) if the Insured was aware or should have been aware at the time of applying for insurance and/or at the time of conclusion of the Insurance Contract that:
 - a. the performance of the Commercial Contract by the Debtor would be impossible,
 - b. the Debtor has committed breach in connection with another contract with the same Insured within the last two years since the date of the Application to conclude the Insurance Contract,
 - c. the Debtor is insolvent or subject to bankruptcy or liquidation proceedings;
- 9) if the Insured has provided inaccurate or incomplete statements to the Insurer, in particular if such statements were given in the Application to conclude the Insurance Contract or if the Insured has failed to disclose any circumstance of such significance that the Insurer, had it been aware of it, would not have entered into the Insurance Contract;

18.2 Insurance shall not extend to Losses or any part thereof covered by:

- 1) payments made by a third party to settle the secured receivable,
- 2) amounts still outstanding, but guaranteed for by the Debtor or a third party, as well as amounts paid from the Debtor's bankruptcy assets,
- 3) amounts resulting from sold goods or the invoiced value of sold goods, reduced by necessary and justified expenses of the sale or return of goods,
- 4) amount of the Debtor's receivables from the Insured which can be set off.

- 18.3 The Insurer shall also not be obligated to pay the Indemnity or any part thereof:
- 1) if the Insured submits the Claim Application with all required documents after the expiry of one year after the occurrence of the Insured Event referred to in Article 13 of these General Terms & Conditions,
 - 2) if the Insured shares a financial interest with the Debtor and the Insurer reliably establishes that this has affected the occurrence of the Loss.

Article 19

SPECIAL OBLIGATIONS OF THE INSURED PRIOR AND AFTER INDEMNITY PAYMENT

- 17.1 The Insured shall, at the request of the Insurer and prior to disbursement of Indemnity, assign through a Standardised Contract (the wording of which shall be provided by the Insurer) all rights under the Commercial Agreement to the Insurer and take all legal actions in this respect. Any security instruments provided shall be transferred to the Insurer.
- 17.2 If the Insurer has not demanded assignment of receivables through a Standardised Contract or if receivables have been only partially assigned at the Insurer's request, the Insured shall:
- 1) take in its own name all actions necessary to collect receivables under the Commercial Contract according to the Insurer's instructions;
 - 2) take all steps necessary to enforce its contractual rights under the Commercial Contract (for example, use security instruments for receivables and other statutory, contracted or other necessary measures which may be taken in the event of default by the Debtor in its own name, but with the consent of the Insurer, unless the Insurer has accepted the assignment of receivables and enforces such claims in its own name);
 - 3) comply with the Insurer's instructions to take measures with the purpose of recovery of receivables from the Debtor;
 - 4) transfer to the Insurer, within 15 days after receipt, all amounts received by the Insured under the Commercial Contract, regardless of their declared purpose, up to the amount of Indemnity and reimbursed costs, unless agreed otherwise by the Contracting Parties. This shall also include other income such as compound interest or default interest paid for the time after disbursement of the Indemnity, tax refunds as well as additional income resulting from alternative disposal of goods;
 - 5) accept the terms and conditions of debt rescheduling under the Commercial Contract which the Insurer, after disbursement of Indemnity to the Insured, has agreed with the Debtor or its successor in connection with the collection of receivables. This shall also refer to the reprogramming of Self-Retention.

Article 20

MODIFICATION OF INSURANCE TERMS AND CONDITIONS

- 20.1 The Insurer may, at least once in Insurance year modify the terms and conditions of Insurance Contract (e.g. Premium Rate, Minimum claimable amount, Minimum Premium, Maximum Aggregate Liability.)
- 20.2 If the Insurer should modify the terms and conditions of insurance, the Insurer shall notify the Insured thereon in writing according to the terms and conditions of this General Terms & Conditions.
- 20.3 If the Insured does not cancel the Insurance Contract within 30 days following receipt of the notification on the modification of insurance terms and conditions, the modified insurance terms and conditions shall be considered accepted by the Insured and shall be applicable from the time indicated in the notification and in no event retroactively.

Article 21

TRANSFER OF THE RIGHT TO INDEMNITY

- 21.1 The Insured may transfer its right to Indemnity to another natural or legal person only with written consent of the Insurer.
- 21.2 By transferring its contractual rights referred to in paragraph 1 of this Article to another person, the Insured shall not be released of its obligations to the Insurer.
- 21.3 The Insurer shall assess the Claim application only in respect to the Insured.
- 21.3 The contractual relationship between the Insurer and the Insured may be only terminated within the period and in the manner set forth in the Insurance Contract.

Article 22

TERMINATION OF THE INSURANCE CONTRACT

- 22.1 The Insurance Contract may be terminated by written agreement between the Insurer and the Insured, which shall also define the date of termination of the Insurance Contract or by unilateral written termination by one of the contracting parties, observing a 30-days period of notice.
- 22.2 The Insurance Contract may be also terminated by the Insurer with immediate effect if:

- the information contained on the Insurance Application and any other information delivered by the Insured to the Insurer is false or incomplete or if the Insured has failed to reveal any circumstance of such significance that, had the Insurer known about it, he would not have concluded the Insurance Contract,
 - the Insured has failed to adhere to the provisions of the Insurance Contract,
 - the Insured has failed to pay the Insurance Premium according to terms and conditions of the Insurance Contract.
 - there is no Insured Amount in force under the Insurance Contract.
- 22.3 With the termination of the Insurance Contract any obligation of the Insurer out of the Insurance Contract shall cease.
- 22.4 The Insurer may, by way of a written statement to the Insured, keep the Insurance Contract in force, but subject to adapting the terms and conditions of the Insurance Contract to the new situation at its own discretion.

Article 23

DELIVERY OF DOCUMENTS

- 23.1 Delivery and exchange of Documents under the Insurance Contract between the Insured and Insurer is possible by fax, e-mail, courier or postal service.
- 23.2 Evidence of delivery of documentation:
- in the case of delivery by fax, a report print out from the fax machine confirming transmission to the fax number of the Insured or the Insurer,
 - in the case of delivery by e-mail, a computer generated confirmation that an e-mail has been delivered to the inbox of the Insured or the Insurer,
 - in the case of delivery by courier or postal service, courier or postal rules shall apply.

Article 24

SUPERVISORY BODY

- 24.1 The Supervisory Body competent for the supervision of the Insurer is the Croatian Financial Services Supervisory Agency, Miramarska 24b, 10000 Zagreb.

Article 25

DISPUTE RESOLUTION AND GOVERNING LAW

- 25.1 The Contracting Parties agree that they shall strive to amicably resolve any disputes arising from or in connection with the subject contract.

- 25.2 The Insured agrees to promptly inform the Insurer on any disputable issues, objections and disagreements arising from the relationship with the Insurer. Information referred to in this paragraph shall be delivered by the Insured in written form, enabling the recipient to determine with certainty the content of information, the signature of the information sender and the time of transmission of the information.
- 25.3 The Insurer shall forward the received objection referred to in paragraph 2 of this Article to the Insurer's competent body consisting of two members, of which at least one shall be a Bachelor of Laws. The Insurer shall deliver written response to the objection no later than within 15 days following the date of receipt of the objection.
- 25.4 Any disputes arising from or in connection with this Contract, including disputes regarding the issues of its valid origination, breach or termination, as well as the legal effects thereof, shall be after the procedure described in paragraph 25.3 of this Article referred to the Mediation Centre of the Croatian Insurance Bureau or to another mediation organisation. The mediation proposal shall be delivered to the Mediation Centre of the Croatian Insurance Bureau or to another mediation organisation in written form.
- 25.5 Any disputes not settled by mediation shall be resolved by the contracting parties with the materially competent court in Zagreb.
- 25.6 Any disputes which may arise from the Insurance Contract shall be governed by the laws of the Republic of Croatia.

Information for the Insurance Taker - the Insured:

Company name, legal form and registered seat of the insurance company concluding the contract: Hrvatsko kreditno osiguranje d.d., Zagreb

General Terms & Conditions of Insurance and law governing the Insurance Contract: as indicated in Article 25 of these General Terms & Conditions

Term of validity of the Insurance Contract: as indicated in Article 5 of these general terms and Conditions and Article 5 of the Insurance Policy

Right of revocation or withdrawal from the concluded contract: after execution of the Insurance Contract, the Insurance Taker may withdraw from the concluded contract within 14 days after execution provided it delivers written notice to the Insurer by fax, courier service or regular mail within the above period.

Insurance Premium amount, Insurance Premium payment method, amount of contributions, taxes and other expenses charged in addition to the Insurance Premium and the total amount payable: indicated in Articles x and y of the Insurance Policy

Resolution of disputes between the contracting parties: indicated in Article 25 of these General Terms & Conditions

Supervisory body competent for the supervision of the insurance company: Croatian Financial Services Supervisory Agency, Miramarska 24b, 10000 Zagreb.