

**General terms and
conditions of short-term
receivables insurance –
Package**

General terms and conditions of insurance of short-term receivables – Package

Information on the provisions of the general conditions of insurance referred to in Article 17 of the Act of 11 September 2015 on Insurance and Reinsurance Activity	
Type of information	Division/subdivision no. in the General Terms and Conditions
Rationale for compensation payment	§ 1, § 2, § 3, § 6, § 7, § 9 section 1, § 11, § 12, § 13, § 17, § 18, §19, § 20, § 21, § 22, § 33
Limitations and exclusions of liability of the insurance company providing entitlement to refuse to pay compensation or reduce it	§ 1, § 2, § 4, § 5, § 6, § 9 section 3 and 4, § 11 section 8 and 11-13, § 12 section 9, § 17 section 9, § 18 section 1-4, § 22 section 5-7, § 23, § 27

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§1. Definitions

Limit decision	decision of KUKÉ S.A. concerning the setting, increase, decrease, maintenance, cancellation or refusal to set an Individual Credit Limit and an additional Credit Limit Protection+, communicated to the Policyholder.
Delivery of goods	transfer of the right to dispose of the goods to the Counterparty as the owner of the goods, subject to the collection of the ordered goods by the Counterparty; for the purposes of these GTCL, goods also include services, and the provisions regarding the Delivery of goods shall also apply to the provision and receipt of services.
Extranet	closed computer network based on Internet protocols, designed for the exchange of information and statements between KUKÉ S.A. and the Policyholder. The rules of operation of the Extranet are set out in separate regulations.
Franchise deductible	amount of Receivables, up to which KUKÉ S.A. is not liable, i.e. does not conduct debt recovery proceedings and does not pay compensation.
Counterparty	entrepreneur buying goods from the Policyholder, obliged to pay.
Domestic Counterparty	a Concounterparty registered in the Republic of Poland, to whom the sale related to the Delivery of goods is made.
Foreign Counterparty	a Counterparty registered in a country other than the Republic of Poland, to whom the sale related to the Delivery of goods is made.
Counterparty's Country	the country in which the Counterparty is registered.
Trade credit	Deferred payment for goods delivered.
KUKÉ S.A.	Korporacja Ubezpieczeń Kredytów Eksportowych Spółka Akcyjna – Insurer.
Credit Limit	(Individual Credit Limit, Credit Limit Protection+, Automatic Credit Limit) – maximum amount of Receivables due to the Policyholder from the Counterparty covered by insurance protection by KUKÉ S.A., provided that the conditions set forth in the Insurance Agreement have been fulfilled.
Individual Credit Limit	Limit for a given Counterparty set at the request of the Policyholder by KUKÉ S.A. in the Limit Decision.
Automatic Credit Limit	limit, the amount of which is specified in the Specific Terms and Conditions for the unnamed counterparties in the case where KUKÉ S.A. does not set Individual Credit Limits.
Credit limit Protection+	additional Credit limit for a given Counterparty set by KUKÉ S.A. in the limit decision.
Compensation payment limit	upper limit of KUKÉ S.A. liability, which is the maximum amount of compensations that may be paid by KUKÉ S.A. for a given settlement period.
Receivables	amount of money due from the Counterparty to the Policyholder arising from the issued invoice (including value added tax, if applicable) for goods delivered. The date of creation of the Receivables shall be the date of Delivery of the goods.
Disputed Receivables	receivables subject to a Dispute.
Trade credit period	the maximum period calculated in days from the date of issue of the invoice entitling to receive payment to the date set as the due date.

GTC	these General Terms and Conditions of Insurance of Short-term Receivables
Recourse proceedings	proceedings conducted by KUKA S.A. after the payment of compensation in respect of the compensation paid out, aimed at the payment of the Receivables by the Counterparty, guarantor, if any, or any other security provider.
Debt recovery proceedings	proceedings conducted by KUKA S.A. prior to the payment of compensation, and by the Policyholder after the compensation has been paid, aimed at the payment of the Receivables by the Counterparty, guarantor, if any, or any other security provider
Dispute	a plea (judicial, extra-judicial) raised by the Counterparty in relation to the Policyholder's Receivables, in which the Counterparty does not recognise the Policyholder's claims for payment of the Receivables, questioning in particular the enforceability of the Receivables, performance or due performance by the Policyholder of the obligations resulting from the Sales Agreement, as a matter of principle or as to the amount, or a counter claims not recognised by the Policyholder or a set-off of its Receivables against the Receivables of the Policyholder.
Loss	damage to the property of the Policyholder caused by the occurrence of an insurance event consisting in the non-payment to the Policyholder of all or part of the Receivables covered by insurance protection.
Payment date	a date agreed between the Policyholder and the Counterparty, on which the Counterparty is obliged to pay the Receivables.
Policyholder	an entrepreneur registered in the Republic of Poland, who concluded a contract of insurance with KUKA S.A.
Own share	part of the Loss (of the Policyholder in the Loss) expressed in percentage points by which the compensation is reduced.
Insurance agreement	these GTCs, Specific Terms and Conditions and Limit Decisions.
Contract of sale	contract of sale of goods concluded between the Policyholder and the Counterparty; for the purposes of these GTC, provisions concerning the Contract of Sale shall apply accordingly to the service agreement.
Detailed terms and conditions	a document confirming the conclusion of the insurance agreement between the Policyholder and the Insurer. The detailed terms and conditions may contain additional provisions or provisions different from these GTCs.
Claim for compensation	a request of the Policyholder for payment of compensation.

§2. Object of insurance

1. The object of the insurance is Receivables due to the Policyholder from the Counterparty, which jointly meet the following conditions:
 - 1) They refer to the sale of goods to the Counterparty, for which payment is made in a Trade Credit:
 - a) in case of sale to a foreign Counterparty – with a maximum payment term of up to two years,
 - b) in case of sale to a domestic Counterparty – with a maximum Payment Term of up to one year.
 - 2) They are confirmed by an invoice issued in accordance with the regulations in force,
 - 3) They were created within the period of validity of the Credit Limit and meet any additional conditions specified in:
 - a) The Limit decision setting the Individual Credit Limit and Credit Limit Protection+,
 - b) Detailed terms and conditions in case of an Automatic Credit Limit.
 - 4) Pertain to goods received by the Counterparty,
 - 5) Are undisputed,
 - 6) Their payment date does not fall after the expiry of the maximum Trade Credit Period specified in:
 - a) The Limit decision setting the Individual Credit Limit and Credit Limit Protection+,
 - b) Detailed terms and conditions in case of an Automatic Credit Limit.
 - 7) They are included in the turnover declarations referred to in § 17 of the GTCI.
2. The insurance cover shall also extend to Receivables which have arisen in relation to the Policyholder, and which are subsequently transferred to the account of a third party, if:
 - 1) Before submitting the request for recovery referred to in § 18 section 3 clause 1 of the GTCI, a return transfer of these Receivables was made to the Policyholder or
 - 2) KUKÉ S.A. expressed in writing under pain of nullity, its consent to insuring Receivables on account of a third party before their transfer.
3. Insurance cover is provided for the Receivables according to the order in which they arise, up to the amount of the Credit Limit for a given Counterparty. Receivables exceeding the Credit Limit are covered by insurance cover instead of paid Receivables which were covered by insurance until the date of compensation payment and only up to the amount of the Credit Limit in force on the day of their creation.
4. The Policyholder without the prior consent of KUKÉ S.A. may extend the originally agreed Due Date of each Receivable provided that all of the following conditions have been met:
 - 1) The Payment date originally set for a given Receivable has not arrived yet,
 - 2) Extension of the Payment date is made in writing or in documentary form,
 - 3) The total Trade Credit Period granted to the Counterparty after the extension does not exceed the maximum Trade Credit Period specified in:
 - a) The Limit decision setting an Individual Credit Limit and Credit Limit Protection+,
 - b) The detailed terms and conditions in case of an Automatic Credit Limit.
 - 4) The Counterparty is not in arrears by more than 30 days in paying any other Receivables to the Policyholder,
 - 5) The Counterparty has not been declared legally insolvent within the meaning of § 3 section 2 clause 1 of the GTCI.

§3. Events covered by insurance protection

1. The insurance covers the risk of total or partial non-payment of Receivables, if the non-payment of Receivables results from the occurrence of at least one of the events identified in § 3 section 2 of the GTCI as a trade risk and, in case of Receivables from foreign Counterparties, stems from at least one of the events identified in § 3 section 2 of the GTCI as a trade risk or § 3 section 3 of the GTC as a political risk.
2. The events giving rise to a Loss, defined as a trade risk, include:
 - 1) Counterparty's legally declared insolvency, if
 - a) the Counterparty has been declared bankrupt,

- b) the petition for bankruptcy of the Counterparty has been rejected if the Counterparty's assets are insufficient to satisfy the costs of bankruptcy proceedings or are sufficient only to satisfy those costs,
 - c) the petition to declare the Counterparty bankruptcy has been rejected because the Counterparty's assets are encumbered with a mortgage, registered pledge, fiscal pledge or maritime mortgage to such an extent that the Counterparty's remaining assets are insufficient to cover the costs of proceedings,
 - d) proceedings aimed at the approval of a composition were instituted and then an order for their approval was issued,
 - e) accelerated composition proceedings have been opened,
 - f) composition proceedings have been opened,
 - g) rehabilitation proceedings have been opened,
 - h) there are such terms and conditions which – in accordance with the legal system of the Counterparty's Country or any other country in which the Counterparty has its principal place of business or whose courts otherwise have jurisdiction to conduct or rule on the initiation of collective redress proceedings by the Counterparty's creditors – are considered equivalent in effect to the situation described in the preceding clauses.
- 2) Actually ascertained insolvency of the Counterparty – when the enforcement proceedings conducted with respect to all assets of the Counterparty initiated at the request of the Policyholder did not lead to the full satisfaction of its claim as a result of lack of the Counterparty's assets,
- 3) Delay – non-payment by the Counterparty of all or part of the Receivables within 90 days from the date of receipt by KUKA S.A. of the debt recovery request referred to in § 18 section 3 clause 1 of the GTCI.
3. The events giving rise to a Loss, defined as political risk, include:
- 1) Decision of the Counterparty's Country – issuance or amendment to legal acts or decisions of the government or other state authority of the Counterparty's Country or a third country that participates in the performance of the Sales Agreement, preventing the performance of the Sales Agreement,
 - 2) Moratorium – announcement of a general moratorium on payments by the competent authority of the Counterparty's Country,
 - 3) Preventing the transfer of the Receivables – impossibility or delay in the transfer by the Counterparty of the Receivables in the currency of payment due to political events or legal acts or administrative decisions of the authorities in the Counterparty's Country or in a third country that participates in the performance of the Sales Agreement,
 - 4) Legal regulations in the Counterparty's Country – entry into force of legal regulations recognizing payments made by the Counterparty in the local currency as sufficient to fulfil the obligation under the Sales Agreement, irrespective of the fact that, as a result of changes in exchange rates, such payments, when converted into the currency specified in the Sales Agreement, do not equal the present value of the obligation under the Sales Agreement as at the date of payment by the Counterparty.
- §4. Exclusions and limitations of insurance cover**
- Insurance cover shall not include:
- 1) Receivables due from the Counterparty, in relation to whom the Policyholder is a dominant or dependent entity within the meaning of accounting regulations,
 - 2) Receivables due from government institutions and other entities whose bankruptcy cannot be declared in accordance with the provisions of law in force in the Republic of Poland,
 - 3) Incidental receivables of the Policyholder (in particular contractual penalties, statutory interest, default interest, damages for late payment),
 - 4) Foreign exchange losses,
 - 5) Costs of money transfer,

- 6) Receivables payable by way of a non-cancellable letter of credit and confirmed by a bank with its registered office in the Republic of Poland,
- 7) Receivables corresponding to turnover not reported within the time limit specified in the Specific Terms and Conditions, unless KUKA S.A. has agreed to accept such Receivables for insurance purposes,
- 8) Receivables payable before the goods are released (prepayment) or on the invoice date,
- 9) Receivables in relation to which the Insurer did not submit a request for debt recovery within the time limit specified in § 18 section 3 clause 1 of the GTCI,
- 10) Receivables on account of Delivery of goods if the delay in payment of any Receivables (insured or uninsured) from this Counterparty as at the Delivery date exceeds 60 days, unless KUKA S.A., on the basis of an application of the Policyholder, agreed to cover these Receivables with insurance protection,
- 11) Disputed Receivables until the submission by the Policyholder of:
 - a) a valid court or arbitration award referred to in § 22 section 7 clause 1 of the GTCI,
 - b) the Counterparty's statement referred to in § 22 section 7 clause 2 of the GTCI,
- 12) Losses caused by:
 - a) non-performance, partial non-performance or improper performance of the Sales Agreement by the Policyholder or its counterpartys (subcontractors),
 - b) breach or non-performance by the Policyholder or its counterpartys (subcontractors) of legal regulations in force in the Republic of Poland or countries where the Sales Agreement or payment is executed,
 - c) violation or non-performance by the Counterparty of legal regulations, decisions, decisions and orders of state or administrative bodies concerning foreign trade or foreign exchange in force in the Counterparty's country,
- 13) Receivables with respect to which the Policyholder has waived, without the consent of KUKA S.A., any claims against the Counterparty, guarantor, or provider of another security, if any,
- 14) Losses caused by formal defects in documents relating to the Sales Agreement, caused by the fault of the Policyholder, which make it impossible to assert claims,
- 15) Receivables on account of the Delivery of goods after the Policyholder has been informed of the Loss,
- 16) Losses resulting from the events listed in § 3 section 3 of the GTCI, if such events occurred after 30 days from the due date set forth in the Sales Agreement,
- 17) Losses not being a direct consequence of the risks listed in § 3 of the GTCI,
- 18) Losses caused when the payment collaterals required by KUKA S.A. have lost their validity or proved ineffective for reasons attributable to the Policyholder,
- 19) Losses resulting from force majeure, including in particular the following events and their consequences: war, civil war, insurrection, revolution, riots, protracted mass strikes, earthquake, volcanic eruption, cyclone, typhoon, flood, tidal wave, fire, nuclear accident, acts of maritime piracy,
- 20) Losses resulting from terrorism, understood as a criminal act, constituting a crime under a penal statute in force at the time of its commission, perpetrated in order to:
 - a) seriously intimidate many people,
 - b) force a public authority of the Republic of Poland or another state or international organisation to undertake or abandon certain actions,
 - c) cause serious disturbances in the system or economy of the Republic of Poland, another state or international organisation – as well as a threat of committing a criminal act for the purpose described in letters a - c above.

§5. Own contribution of the Policyholder and franchise deductible

1. The amount of the Policyholder's Own Share in the Loss is specified in the Specific Terms and Conditions.

2. Receivables constituting own contribution cannot be insured in any other insurance company.
3. The amount of franchise deductible is set forth in the Specific Terms and Conditions.
4. The obligation to submit a request for debt recovery referred to in § 18 section 3 clause 1 does not arise until the amount of the Receivable exceeds the franchise deductible. The obligation to submit a request for debt recovery shall arise within the time limit set in the invoice which caused the franchise deductible to be exceeded and applies to all unpaid Receivables.
5. In the event of a Loss of less than or equal to the franchise deductible in force at the date of Loss occurrence, the Policyholder shall not submit to KUKÉ S.A. a claims for compensation referred to in § 20 section 1 of the GTCI and KUKÉ S.A. shall be exempted from the obligation to pay compensation.

§6. Upper limit of liability

1. The upper limit of liability of KUKÉ S.A. is:
 - 1) On account of protection of the Policyholder's Receivables due from all Counterparties – compensation payment limit,
 - 2) On account of protection of the Policyholder's Receivables due from a single Counterparty – Credit Limit amount.
2. The compensation payment limit is set forth in the Specific Terms and Conditions as a multiple of the insurance premium due to KUKÉ S.A. for a given settlement period.

§7. Insurance of existing Receivables

1. If the date from which the Individual Credit Limit is effective is the same as the date of the beginning of the first settlement period, then KUKÉ S.A. additionally provides insurance coverage for the Receivables arising before that date, unless they are due on that date and the Policyholder has no overdue Receivables from a given Counterparty.
2. Existing Receivables additionally covered by insurance pursuant to section 1 shall be treated as Receivables arising during the Individual Credit Limit period

provided that turnover is reported in accordance with section 3.

3. Together with the first notification of the turnover submitted to KUKÉ S.A. in accordance with the provisions of § 17 of the GTCI, the Policyholder shall be obliged to additionally notify KUKÉ S.A. of the turnover achieved before the date of commencement of the first settlement period which, pursuant to section 1, has been covered by insurance protection and will be the basis for the calculation of the insurance premium.
4. Existing Receivables covered by insurance cover are included in the first settlement period.

§8. Application for insurance and Insurance Agreement

1. The insurance agreement is concluded in writing on the basis of an application for insurance submitted by the Policyholder on the form set by KUKÉ S.A.
2. The Policyholder shall be obliged to present all information required in the application for insurance, in accordance with the actual state of affairs.
3. If the information and data presented in the application are not sufficient to assess the risk, the Policyholder shall be obliged to supplement them in a comprehensive manner, in accordance with the recommendations of KUKÉ S.A. and the state of its knowledge.
4. Based on the data obtained from the insurance application and risk assessment, KUKÉ S.A. provides the Policyholder with the proposed terms and conditions of the Insurance Agreement, including the GTCI.
5. After the terms and conditions of the Insurance Agreement have been agreed in negotiations, KUKÉ S.A. shall prepare and deliver the Insurance Agreement to the Policyholder.

§9. Insurance Agreement and the rules of its termination

1. The Insurance Agreement shall be concluded for a definite or indefinite period of time. The unit of account for which the insurance conditions are set is the settlement period. The beginning of the first settlement period and its duration are specified in the Specific Terms and Conditions.

2. The Policyholder shall have the right to withdraw from the Insurance Agreement within 7 days from the date of its conclusion. Withdrawal from the Insurance Agreement shall not release the Policyholder from the obligation to pay the premium for the period in which KUKA S.A. provided insurance cover, as well as to pay the costs and fees specified in the Insurance Agreement.
3. The liability of KUKA S.A. shall begin with on the first day of the Insurance Agreement's term as specified in the Specific Terms and Conditions. If this day falls before the payment of the premium or its first instalment and the premium or its first instalment has not been paid on time, KUKA S.A. may terminate the Insurance Agreement with immediate effect and demand payment of the premium for the period for which KUKA S.A. was liable.
4. If the premium is paid in instalments, failure to pay the next instalment of the premium on time may result in the termination of KUKA S.A.'s liability if, after the expiry of the deadline, KUKA S.A. has called upon the Policyholder to pay the premium, with the risk that the non-payment of the next instalment of the premium may result in the termination of KUKA S.A.'s liability within 7 days from the date of the call.
5. In the event of Insurance Agreements concluded for an indefinite period of time, each party may terminate it not later than 30 days before the end of each settlement period with effect at the end of that period.
6. The statements referred to in sections 2, 3, 4, and 5 of this Article shall be submitted to the party by electronic mail (e-mail) in the form of a scan of the other party's letter signed by persons authorized to represent it, containing the content of this statement, to the e-mail address of the other party, respectively:
 - a) klient@kuka.com.pl – in case of the Policyholder's statements,
 - b) indicated in the Specific Terms and Conditions – in case of KUKA S.A.'s statements.
7. When determining the contents of the Insurance Agreement, in the event of any provisions to the contrary, the provisions of the Limit Decisions, then

the Specific Terms and Conditions, and then the GTCI shall prevail.

§10. Currency of the Insurance Agreement

1. The currency of the Insurance Agreement shall be the Polish zloty.
2. The currency of the Insurance Agreement shall apply to all settlements resulting from and related to the Insurance Agreement.
3. Amounts expressed in currencies other than the currency of the Insurance Agreement shall be converted into the currency of the Insurance Agreement at the average exchange rate of the foreign currencies of the National Bank of Poland as specified in the books of the Policyholder accepted, in accordance with applicable regulations, for the Receivables resulting from a given invoice (on the date of its issue), subject to § 12 section 7 of the GTCI.
4. The rules of transferring the Counterparty's payments under recourse proceedings (made in a currency other than the Polish zloty) are specified in § 26 section 3 of the GTCI.

§11. Individual Credit Limit

1. On the basis of the application received from the Policyholder, following the risk assessment, KUKA S.A. shall issue Limit Decisions regarding the setting of Individual Credit Limits for particular Counterparties.
2. The application referred to in section 1 may concern the setting of an Individual Credit Limit for a new Counterparty or a change in the parameters or terms of the existing Individual Credit Limit.
3. During the term of the Insurance Agreement, the Policyholder shall submit the application referred to in section 1 and 2 above to KUKA S.A. via the Extranet.
4. Based on its risk assessment, KUKA S.A. shall have the right to set an Individual Credit Limit lower than the amount requested by the Policyholder or refuse to set it.
5. The Individual Credit Limit shall be valid from the date indicated in the Limit Decision. The Limit

Decision specifies the parameters of the Individual Credit Limit, in particular: the amount and currency of the Credit Limit, the maximum duration of the trade credit, the validity period, i.e. the beginning and end dates of the Credit Limit (if the Credit Limit is a term limit).

6. KUKE S.A. shall have the right to set the Individual Credit Limit by making its validity and resulting liability of KUKE S.A. contingent upon the fulfilment of the conditions specified in the Limit Decision.
7. In the event that KUKE S.A. sets an Individual Credit Limit makes the resulting liability of KUKE S.A. contingent upon the Policyholder's possession of the Receivables repayment collaterals indicated by KUKE S.A., KUKE S.A. shall not be liable for the content of the document securing the repayment of the Receivables, as well as for the fact that the collaterals were established and that they are consistent with the provisions of the law applicable to such collaterals. Verification of the fulfilment of the condition of the Individual Credit Limit shall take place after the Claim for compensation concerning the Receivables not paid by the Counterparty has been submitted.
8. Each subsequent Limit Decision concerning an Independent Credit Limit for a Counterparty for whom the Credit Limit has been previously established cancels all previous Limit Decisions for that Counterparty and is effective with respect to Receivables arising from the date indicated in the Limit Decision. Balance of the Receivables arising until the date of the current Individual agreement reduces the credit limit amount set by the next limit decision.
9. The Individual Credit Limit set by KUKE S.A. is confidential.
10. The Individual Credit Limit expires on the date of expiry of the Insurance Agreement.
11. A Limit decision on setting an Individual Credit Limit for a new Counterparty or a change in the parameters or conditions of the current Individual Credit Limit shall be communicated to the Policyholder by electronic mail (e-mail) to the e-mail address indicated by the Policyholder in the Specific Terms and Conditions or additionally in the Extranet. Changing the e-mail address used to communicate Limit Decisions requires notifying KUKE S.A. of the new address by way of a notice sent from the address used to date for this purpose or changing the Specific Terms and Conditions. Information on the Limit decisions issued by KUKE S.A. is also available on the Extranet.
12. KUKE S.A. shall have the right to change the parameters of the Individual Credit Limit at any time, and in particular to set the Credit Limit at a lower amount than the existing one, to change the validity period or to cancel the existing Credit Limit:
 - 1) As part of risk monitoring,
 - 2) In case the Policyholder ceases to report the turnover achieved with the Counterparty over the last 6 months or if, in the opinion of KUKE S.A., the value of the turnover reported for insurance is inadequate to the amount of the Credit Limit.
13. A limit decision concerning a reduction or cancellation of the existing Individual Credit Limit shall be effective from the date of its delivery to the Policyholder in the manner specified under section 11 and shall apply to Deliveries of goods carried out from the following day.
14. If a Limit Decision concerning a reduction or cancellation of the existing Credit Limit is delivered to the Policyholder, in the manner specified in section 11, after the Policyholder has despatched the ordered goods but before the Delivery of the goods, the insurance cover shall be maintained for the Receivables relating to such goods, in accordance with the terms and conditions of the Insurance Agreement in force on the date of reduction or cancellation of the Credit Limit, provided that:
 - 1) The Policyholder shall document that the shipment of goods took place before the date of delivery to the Policyholder of the Limit Decision concerning the reduction or cancellation of the Credit Limit for the Counterparty; and
 - 2) Any delays in the payment by the Counterparty of any Receivables (whether covered by insurance or not) as at the date of shipment of the goods did not exceed 60 days.

15. A change of the Counterparty's register data (name or address) specified in the Limit Decision shall not require a change of the Limit Decision.

§12. Additional Credit Limit Protection+

1. In the event that the Individual Credit Limit for a given Counterparty set by KUKE S.A., in accordance with the provisions of § 11 of the GTCI, is too low, in relation to the current or planned balance of the Policyholder's Receivables from that Counterparty, KUKE S.A. may extend the insurance coverage by setting an additional Credit Limit (Credit Limit Protection+).
2. After assessing the risk, KUKE S.A. shall issue a Limit Decision concerning the setting of the Credit Limit Protection+, which specifies its amount.
3. Information on the Limit Decision issued by KUKE S.A. shall be communicated in the manner described in § 11 section 11.
4. The Protection+ credit limit is a term limit set for a period of 90 days.
5. The premium for setting the Credit Limit Protection+ (Protection+ Premium) shall be calculated from the amount of the Credit Limit Protection+ at the percentage rate specified in the Specific Terms and Conditions.
6. The premium on the Credit Limit Protection+ shall be payable by the Policyholder once, on the basis of an invoice/bill, within 15 days from the date of issue by KUKE S.A.
7. In the event that the Protection+ Credit Limit is set in a foreign currency, the Protection+ Premium shall be calculated using the average exchange rate according to the NBP average exchange rate table in force on the last day of the month preceding the month in which the invoice/bill is issued.
8. The payment of the premium on the Credit Limit Protection+ does not release the Policyholder from the obligation to report the turnover and to settle the premium in accordance with § 14 section 3 of the GTCI.
9. In case the Policyholder has a fixed Credit Limit Protection+ for a given Counterparty, the upper limit

of KUKE S.A.'s liability referred to in § 6 section 1 clause 2 of the GTCI, with respect to a given Counterparty constitutes the sum of the Credit Limits in force (Individual Credit Limit and Credit Limit Protection+) set for that Counterparty in the Insurance Agreement less the Own Contribution.

10. The provisions of § 11 section 10 and section 12 clause 1 of the GTCI shall apply accordingly to the Credit Limit Protection+.

§13. Automatic Credit Limit for an Unnamed Counterparty

KUKE S.A., on the basis of the Policyholder's application, may additionally cover Receivables under the Automatic Credit Limit for unnamed Counterparties for whom it does not set Credit Limits in accordance with the provisions of § 11 and 12 of the GTCI. The amount of the Automatic Credit Limit and the conditions that must be met in order for the Receivables due from the Counterparty to be covered by the Automatic Credit Limit for the unnamed Counterparty are specified in the Specific Terms and Conditions, while their fulfilment is independently monitored by the Policyholder.

§14. Premiums and fees under the Insurance Agreement

1. Insurance premium rate and premium. The insurance premium shall be calculated based on the turnover reported by the Policyholder according to the percentage rate specified in the Specific Terms and Conditions.
2. Minimum premium
 - 1) For each settlement period, the Policyholder undertakes to pay KUKE S.A., regardless of the amount of reported turnover, a minimum premium, the amount of which is set forth in the Specific Terms and Conditions,
 - 2) The minimum premium shall be payable one time in advance or in installments specified in the Specific Terms and Conditions,
 - 3) The minimum premium shall be payable on the basis of invoices/bills issued by KUKE S.A. within 15 days from the date of issue of the invoice/bill.
3. Final settlement premium

- 1) After the end of each settlement period, KUKE S.A. shall perform the final settlement of that period, consisting in the comparison of the minimum premium rate with the sum of insurance premiums calculated in accordance with section 1,
 - 2) If the value of the insurance premium calculated on the basis of the reported turnover is higher than the value of the minimum premium, the Policyholder shall make an additional payment in the amount of the difference resulting from the calculation. The additional payment shall be made within 15 days from the date of issue of the settlement invoice/bill by KUKE S.A.
4. If the Agreement is terminated before the expiry of the period for which it was concluded, the Policyholder shall be entitled to reimbursement of the premium for the period of unused insurance cover.
 5. Payment of the premium by the Policyholder shall not determine the liability of KUKE S.A. The creation and scope of this liability are specified in the Insurance Agreement. Payment of the premiums by the Policyholder for Receivables not subject to insurance protection does not mean that the Receivables are covered by insurance.

§15. Costs of risk assessment and supervision

1. The Policyholder shall participate in the costs related to the assessment and supervision of the risk of Counterparties for whom Individual Credit Limits have been set.
2. The rules, amounts and deadlines for calculation by KUKE S.A. of fees for risk assessment or supervision are specified in the Specific Terms and Conditions.

§16. Costs of Collection and recourse proceedings

1. The costs of the debt recovery proceedings conducted prior to the payment of compensation shall be borne by:
 - 1) KUKE S.A. – with respect to Receivables covered by insurance protection,

- 2) the Policyholder – with respect to Receivables not covered by insurance protection and in relation to activities which were undertaken without or contrary to the instructions of KUKE S.A.
2. In the event of a Dispute with the Counterparty, the Policyholder shall bear the costs of settling the Dispute, regardless of the moment when the Dispute arises.
 3. The costs of proceedings conducted after the payment of compensation shall be borne by:
 - 1) KUKE S.A. – in relation to the amount of compensation paid (costs of recourse proceedings),
 - 2) The Policyholder – to the remaining extent.
 4. Reimbursement of the costs of the proceedings referred to in section 1 and 3 above to the Policyholder shall be based on evidence that they have been incurred up to the amount accepted by and consistent with the instruction of KUKE S.A., in relation to net amounts.
 5. The Policyholder shall be charged with the costs of the proceedings referred to in section 1 and 3 above on the basis of evidence of their incurrance by KUKE S.A.

§17. Reporting of turnover

1. The Policyholder shall be obliged to report all insured turnover to the insurer. The dates and periods for which the turnover is reported are specified in the Specific Terms and Conditions.
2. Turnover shall be reported for insurance in the currency of the Insurance Agreement on the basis of invoices issued by the Policyholder.
3. Turnover realised with domestic Counterparties shall be reported together with VAT.
4. If a correcting invoice has been issued concerning an invoice issued in the period for which the turnover has already been reported – the Policyholder may report a correction of turnover for that period provided that the correcting invoice was issued before the expiry of the Payment Due Date indicated on the invoice to which the correction relates. The turnover correction should be notified to KUKE S.A. with the nearest

declaration of turnover after the date of issue of the correcting invoice.

5. The Policyholder shall report turnover corrections to the period for which it reported turnover resulting from correcting invoices. The reported corrections reduce or increase the value of the previously reported turnover.
6. If a correcting invoice is issued with a new Payment Date, the extended Payment Date of the Receivables may not exceed the maximum Payment Date in the Individual or Automatic Credit Limit set for the Counterparty.
7. The Policyholder shall report the turnover and its corrections via the Extranet.
8. If the Policyholder has submitted an application to KUKÉ S.A. for setting an Individual Credit Limit for a given Counterparty, but on the turnover reporting date referred to in section 1 the Policyholder had no information on the Credit Limit set by KUKÉ S.A. for that particular Counterparty, the Policyholder shall be obliged to report the turnover with that Counterparty on the next turnover reporting date after the Limit Decision has been delivered to the Policyholder.
9. Notification of turnover by the Policyholder shall not determine KUKÉ S.A.'s liability towards the corresponding Receivables. This liability and its scope shall be determined by the Agreement Contract.

§18. Procedure in the event of non-payment by the Counterparty

1. During the term of the Insurance Agreement, the Policyholder should immediately (no later than within 3 days) provide KUKÉ S.A. with all the information obtained about the possibility of occurrence of the events listed in § 3 section 2 of the GTCI, which may result in a delay or non-receipt by the Policyholder of the insured Receivables resulting from the Sales Agreement.
2. In the event of non-receipt of the Receivables covered or not covered by insurance, despite the expiry of the Payment Term, prior to filing with KUKÉ S.A. a request for debt recovery referred to in section 3 clause 1 of the GTCI, the Policyholder:

- 1) Shall be obligated to immediately (no later than within 14 days after the lapse of the Payment Term) take steps aimed at recovering the Receivables from the Counterparty,
 - 2) If a security for payment of the Receivables has been established, the Policyholder shall be obliged to report its claims to the security guarantor in a proper manner and within the time limits specified in the security document, or if they have not been defined – within 30 days from the due date of the Receivables,
 - 3) It may agree to the debt repayment schedule proposed by the Counterparty, if the date of payment of the last instalment falls within 60 days from the date of payment of the oldest due and unpaid Receivables.
3. Subject to the provisions of § 5 section 4 of the GTCI, the Policyholder shall be obliged to submit to KUKÉ S.A. via the Extranet:
 - 1) An application for debt recovery covering all unpaid Receivables from the Counterparty covered or not covered by insurance, including those in relation to which the Payment Term has not yet expired:
 - a) in the event of a legally declared insolvency of the Counterparty, i.e. the issuance by a court of a legally binding decision stating the occurrence of the events referred to § 3 section 2 clause 1 letter a - h of the GTCI – not later than 60 days from the Payment Term of the oldest due and payable Receivables covered by insurance protection,
 - b) in other cases – after the lapse of 30 days and not later than 60 days from the Payment Term of the oldest due and payable Receivables covered by insurance protection.
 - 2) A scan of a signed power of attorney granted to KUKÉ S.A., with the right of substitution, to conduct Debt Recovery Proceedings against the Counterparty, including negotiations, setting repayment schedules and taking any and all measures recognised by it in order to recover the Receivables, unless general power of attorney to conduct Debt Recovery Proceedings has been granted. If the power of attorney is not granted,

KUKE S.A. shall be free from liability if its failure to take action increases the likelihood of a Loss. At the request of KUKE S.A. the Policyholder shall provide KUKE S.A. with the original power of attorney.

4. After submitting a request for debt recovery, the Policyholder shall be obliged to:
 - 1) Agree with KUKE S.A. the terms and conditions of any further sale to the Counterparty (regardless of the envisaged form of payment or its security),
 - 2) Obtain KUKE S.A.'s consent to entering into a settlement, arrangement or composition concerning the insured Receivables,
 - 3) Provide KUKE S.A., upon request, with legal remedies enabling the exercise of the Policyholder's rights in relation to the Counterparty, guarantor, if any, or any other security provider,
 - 4) Follow to the guidelines and instructions of KUKE S.A.,
 - 5) Immediately (not later than within 7 days) supply all information and documents relating to or having a direct or indirect connection with the Debt Recovery Proceedings pending,
 - 6) Immediate (not later than within 3 days) notify by the Extranet of any payment or another settlement of the Receivables included in the request for debt recovery.
5. KUKE S.A. may commission a third party, the Policyholder, to conduct the Debt Recovery Proceedings or consent to the Policyholder conducting the proceedings on its own or by an entity selected by the Policyholder. In the event that the Debt Recovery Proceedings are conducted by the Policyholder or on its instructions, it shall be obligated to follow the instructions of KUKE S.A. and provide on-going information about the course of these proceedings.
6. Recovery proceedings shall not be conducted in relation to disputed Receivables.

§19. Date of Loss

1. In the event of a legally declared insolvency of the Counterparty, the Loss shall be deemed to have occurred as follows:

- 1) In the situation referred to in § 3 section 2 clause 1 letter a) of the GTCI – on the day of issuing a legally binding court decision on the declaration of bankruptcy,
- 2) In the situation specified in § 3 section 2 clause 1 letter b-c of the GTCI – on the day of issue of a valid court decision dismissing the motion for bankruptcy of the Counterparty for the reasons indicated in § 3 section 2 clause 1 letter b or in § 3 section 2 clause 1 letter c of the GTCI,
- 3) In the situation specified in § 3 section 2 item 1 letter d of the GTC – issuance of a valid court decision on the approval of the composition,
- 4) In the situation specified in § 3 section 2 clause 1 letter e of the GTCI – issuance of a valid court decision on the opening of accelerated composition proceedings,
- 5) In the situation specified in § 3 section 2 clause 1 letter f of the GTCI – issuance of a valid court decision on the opening of composition proceedings,
- 6) In the situation specified in § 3 section 2 clause 1 letter g of the GTCI – issuance of a valid court decision on the opening of the recovery proceedings,
- 7) In the situation specified in § 3 section 2 clause 1 letter h of the GTCI – issuance of a final and binding court ruling, which – in accordance with the legal system of the Counterparty's Country or another country in which the Counterparty has its principal place of business or whose courts are competent on a different basis to conduct or adjudicate on the institution of proceedings aimed at collective pursuit of claims by the creditors of the Counterparty – shall be deemed equivalent in terms of consequences to the situation specified in the preceding clauses.

2. In the event of actual insolvency in the situation specified in § 3 section 2 clause 2 of the GTCI, the Loss occurs as at the date of issuing a valid decision of the enforcement authority on discontinuance of the enforcement proceedings conducted in respect of all assets of the Counterparty, if the enforcement proceedings do not lead to the complete settlement of the Policyholder's Receivables due to lack of assets of

the Counterparty allowing the satisfaction of these Receivables.

3. If the Counterparty referred to in § 3 section 2 clause 3 of the GTCI fails to perform its payment obligations on time, the Loss shall be deemed to have occurred 90 days after the date of receipt by KUKE S.A. of the Policyholder's application for debt recovery referred to in § 18 section 3 item 1 clause 1 letter b of the GTCI, but not earlier than on the day following the lapse of the Payment Term.
4. A Loss resulting from the events listed in § 3 section 3 of the GTCI shall be covered by insurance protection only if such events occurred within 30 days from the due date set forth in the Sale Agreement, at the latest. Then the Loss occurs upon the lapse of 90 days from the date of receipt by KUKE S.A. of the Policyholder's application for debt recovery referred to in § 18 section 3 item 1 clause 1 letter b of the GTCI.
5. In order to determine the date of the Loss for a given Receivable, the event which occurred first shall be taken into account.

§20. Claim for compensation

1. The Policyholder shall be obliged, subject to § 5 section 5 of the GTCI, to send to KUKE S.A. its Claim for compensation on a form drawn up by KUKE S.A.
2. KUKE S.A. shall confirm to the Policyholder that it has received the Claim for compensation and inform which documents are needed to determine the amount of the Loss and the amount of compensation within 7 days from the receipt of the Claim.
3. The Claim for compensation must be complete and documented. The Policyholder shall be obliged to provide KUKE S.A. with all information, documents and other evidence necessary to determine the circumstances of the occurrence of the event covered by insurance protection and the amount of the Loss.
4. A part of the complete and documented Claim for compensation is the history of the Counterparty's account, i.e. an analytical printout from a computer system of accounting entries on all the Counterparty's accounts maintained by the Policyholder. This printout containing the name of the Counterparty and

the indication of the period to which it relates shall include:

- 1) The opening balance on the first day of the month preceding the month in which the oldest unpaid invoice reported in the debt recovery application was issued, subject to clause 5, together with indication of particular items (Receivables and liabilities) that make up the opening balance, i.e. the dates on which they arose, Payment terms and amounts in the currency in which settlements with the Counterparty are made and in the currency of the Insurance Agreement,
- 2) All other Receivables covered or not covered by insurance protection, arising after the opening balance date, including their origination dates, Payment Terms and amounts in the currency in which settlements with the Counterparty are made, and the currency of the Insurance Agreement,
- 3) All liabilities, payments and settlements after the above mentioned opening balance date, with an allocation to the individual Receivables referred to in clause 1 and 2, stating the amounts and dates of payment, i.e. the due date of the obligation, payment or settlement, respectively,
- 4) The final balance in the currency in which settlements with the Counterparty are made and in the currency of the Insurance Agreement, current as at the day of preparing the printout,
- 5) If the Limit Decision concerning the setting of an Individual Credit Limit and Credit Limit Protection+ was subject to the condition of its validity, and in the event of an unnamed Counterparty reported for insurance under an Automatic Credit Limit, KUKE S.A. may request the Counterparty's account history for a different period of time, indicating the required opening balance date.

In special and justified cases, KUKE S.A. may accept the history of the Counterparty's account in a form other than a printout from a computer system agreed with KUKE S.A.

§21. Determination of the Loss amount

1. The amount of the Loss shall be the amount of Receivables covered by insurance protection and not paid by the Counterparty determined on the basis of

the loss account drawn up in the currency of the Insurance Agreement on the basis of the history from the Counterparty's account referred to in § 20 section 4 of GTCI, regardless of the manner in which the Policyholder presents in its books of account books the amounts paid by the Counterparty and regardless of its arrangements with the Counterparty.

2. The amount of the Loss shall be determined starting from the oldest Receivables, in the chronological order of their Payment Dates.
3. The debit-side loss account shall include the amount of all the Receivables due to the Policyholder from the Counterparty and included in the history of the Counterparty's account referred to in § 20 section 4 of the GTCI and the Receivables which the Policyholder waived with the consent of KUKÉ S.A. in connection with the pending Debit Recovery Proceedings.
4. The loss account on the credit side shall include:
 - 1) Payments made by the Counterparty or third parties and amounts received by the date of receipt of the debt recovery request – credited in accordance with entries in the Counterparty's account history,
 - 2) Obligations of the Policyholder towards the Counterparty outstanding as at the date of filing the application for overpayment recovery, and any payments including amounts redeemed by way of a set off made by the Counterparty or third parties and amounts received from the date of receipt of the application for debt recovery by KUKÉ S.A. until the date of payment of compensation – counted chronologically, towards the oldest Receivables covered or not covered by insurance protection, subject to letters a) to e) below:
 - a) payments made by a guarantor or amounts obtained through the use of other collaterals – if the Individual Credit Limit was set on condition that the Policyholder has a security for payment of the Receivables in the form of a surety or a guarantee or other collaterals – shall be counted first of all towards the oldest Receivables covered by insurance protection included in the debt recovery application,
 - b) amounts obtained from the exercise of acquired rights, guarantees, deposits,

securities or other property rights, which were not a condition for the Individual Credit Limit to be in force (other than those indicated in letter a)) – shall be recognised in accordance with entries in the history of the Counterparty's account,

- c) amounts received as a result of enforcement proceedings, after KUKÉ S.A.'s approval of the costs of court proceedings and enforcement costs – in accordance with the instruction on court proceedings provided by KUKÉ S.A. – may be counted first of all towards the costs of the enforcement proceedings, judicial proceedings, Receivables, and then towards interest, if they were credited in this way in the history of the Counterparty's account history and provided the costs of debt recovery were not settled separately with KUKÉ S.A.,
 - d) payments for Deliveries of goods after a legally binding court decision has been issued with respect to the Counterparty's legally declared insolvency – pursuant to § 3 section 2 clause 1 of the GTCI – shall be credited in accordance with the entries in the history of the Counterparty's account,
 - e) payments made in connection with continued sales after filing an application for debt recovery and obtaining the consent of KUKÉ S.A. – shall be credited in accordance with the terms and conditions of KUKÉ S.A.'s consent, provided that the terms and conditions of such consent have been met.
- 3) Any discounts, rebates and bonuses on the prices of goods sold, granted to the Counterparty without the consent of KUKÉ S.A., if not included in the invoices documenting the Receivables, shall be counted towards the oldest Receivables covered or not covered by insurance protection, starting from the date of the receipt by KUKÉ S.A. of an application for debt recovery until the date of compensation payment. Discounts, rebates and bonuses relating to unpaid invoices shall reduce the amount of such invoices accordingly.
 - 4) Any corrections issued to unpaid invoices shall reduce the balance of such invoices to which they

relate. Corrections issued to invoices accounted for – shall be counted chronologically towards the oldest Receivables included in the request for debt recovery, covered or not covered by insurance protection.

§22. Conditions for the payment of compensation

1. The Policyholder shall be obliged to submit to KUKÉ S.A. a complete and documented Claim for compensation.
2. KUKÉ S.A. shall pay compensation within 30 days from the date of receipt of the Claim for compensation. If the Claim for compensation is incomplete or inadequately documented, KUKÉ S.A. shall call upon the Policyholder to remedy the deficiencies.
3. Should it prove impossible to clarify the circumstances necessary to determine KUKÉ S.A.'s liability or the amount of benefit within the above deadline, in particular for the reasons referred to in section 2 above, the benefit shall be paid within 14 days from the day on which it was possible to clarify the circumstances with due diligence, provided that the Policyholder meets the terms and conditions of the Insurance Agreement.
4. If KUKÉ S.A. fails to pay compensation within the time limits specified above, it shall notify the Policyholder of the reasons for its inability to recognise its claims in whole or in part, however, it shall pay the indisputable part of the compensation within the time limit specified in section 2.
5. If the compensation is not due or is of a different amount than specified in the Claim for compensation, KUKÉ S.A. shall inform the Policyholder thereof, indicating the circumstances and the legal basis justifying the total or partial refusal to pay the compensation, and instructing the Policyholder on the possibility of seeking judicial redress.
6. If the Limit Decision concerning the setting of an Individual Credit Limit and an additional Credit Limit Protection+ defined additional conditions for its validity, the Claim for compensation may be recognised if these conditions have been met, however:

- 1) If the validity of the Individual Credit Limit was contingent upon securing payment of the Receivables in the form of a surety or guarantee:
 - a) the collaterals shall be established in accordance with the provisions of law, remain valid at least 120 days after the Payment Term and cannot be ineffective for reasons attributable to the Policyholder,
 - b) the Policyholder shall submit its claims to the Security Agent in the manner and within the time limit provided for in the document establishing the security, or in the absence of their definition – within 30 days from the due date of a given Receivable, by sending to the Policyholder a registered letter with receipt confirmed receipt or if the Security Agent, prior to the payment of compensation, acknowledging the claims of the Policyholder.
 - 2) If the Individual Credit Limit was subject to collaterals other than those specified in clause 1, such collaterals shall be established in accordance with the law, shall remain valid and may not be ineffective for reasons attributable to the Policyholder.
7. With respect to disputed Receivables, KUKÉ S.A. shall pay compensation, subject to sections 1 and 2, within 30 days of receipt of the Claim for compensation together with:
- 1) A court or arbitration ruling awarding the Policyholder all or part of the insured Receivables which may be enforced in the Counterparty's Country, or
 - 2) Counterparty's declaration of recognition of the Policyholder's claim for payment of Receivables ending the Dispute, made in writing, dated and affixed with legible signatures of persons representing the Counterparty, together with documents confirming the authority of persons making the statement on behalf of the Counterparty.

§23. Amount of compensation

1. The amount of compensation shall be the amount of the Loss determined in accordance with § 21 of the GTCI, up to the maximum amount of the Credit Limit less the Policyholder's own contribution.

2. Compensations for a given settlement period may not exceed the Compensation Payment Limit.
3. If, after the compensation has been paid, it turns out that it was paid out in full or in part unduly, the Policyholder shall be obliged to return to KUKÉ S.A. all or an appropriate part of the compensation within 10 days from the date of the call.

§24. Subrogation

1. As of the date of payment of the compensation, the Policyholder's claims against the Counterparty, its guarantor or other security providers, if any, shall be transferred to KUKÉ S.A. up to the amount of the compensation paid.
2. In justified cases, in particular if recourse proceedings are conducted against a foreign Counterparty, the Policyholder shall, after receiving all or part of the compensation, upon request of KUKÉ S.A., confirm the transfer of all or part of the rights to the claims referred to in section 1, in accordance with the instructions of KUKÉ S.A. submitted to the Policyholder.

§25. Recourse proceedings

1. The debt recovery proceedings after the payment of compensation shall be carried out by:
 - 1) KUKÉ S.A. – with respect to the amount of compensation paid (recourse proceedings), subject to section 2,
 - 2) the Policyholder – to the remaining extent.
2. In special cases, KUKÉ S.A. may instruct the Policyholder to conduct the recourse proceedings or KUKÉ S.A. may conduct proceedings aimed at recovering the entire Receivables due from the Counterparty.
3. In the event that the Policyholder is instructed to conduct recourse proceedings, the Policyholder:
 - 1) Shall be obliged to follow the instructions of KUKÉ S.A. and inform KUKÉ S.A. about the course of the proceedings,
 - 2) Shall be obliged to obtain KUKÉ S.A.'s approval regarding securing claims to the bankruptcy estate, or decisions aimed at recovering the goods or Receivables, or to agree on the procedure to be

followed in the event of a proposed settlement or referral of claims to court,

- 3) May not, without the consent of KUKÉ S.A., in particular, independently waive the rights and collaterals related to the insured Receivables, release the Counterparty or the guarantor, if any, from the debt in whole or in part, cede or pledge the rights and conclude a settlement in this regard.
4. The Policyholder shall be obliged to cooperate with KUKÉ S.A. in the Recourse Proceedings conducted by it, especially when securing claims to the bankruptcy estate or when the participation of the Policyholder as a party to the Sales Agreement is necessary under the provisions of the Counterparty's Country law or other laws applicable in the Recourse Proceedings.
5. The Policyholder shall issue to KUKÉ S.A. all documents concerning the Receivables for which compensation has been paid, necessary to recover such Receivables from the Counterparty and transfer by way of assignment of rights, endorsement or any other required legal form all rights arising from the possession of collateral or personal security of the Receivables for which KUKÉ S.A. has paid compensation.
6. Conducting Recourse Proceedings by KUKÉ S.A. shall not release the Policyholder from the obligation to cooperate in the pursuit of claims against the Counterparty, guarantor or another security provider, if any, and to follow the instructions of KUKÉ S.A. in this respect.

§26. Amounts recovered after compensation has been paid

1. If, after the compensation has been paid, the Receivables are recovered separately by the Policyholder and KUKÉ S.A., each party, from the payments and amounts received, shall first cover its own receivables. After they have been covered, subsequent payments and amounts obtained shall cover the other party's claims.
2. If, after the compensation has been paid, the Receivables are recovered jointly, then KUKÉ S.A. shall be entitled to receive from each payment and amount obtained an amount resulting from the proportion calculated as the share of the amount of the

compensation paid in the current balance of unpaid Receivables as at the date of compensation payment.

3. The amounts referred to in sections 1 and 2 shall be transferred by the Policyholder or KUKÉ S.A. within 15 days from the date of their receipt, in the currency of the payments or using the average exchange rate of the payment currency according to the National Bank of Poland exchange rate table as at the date of the receipt of the aforementioned amounts.

§27. Breach of obligations by the Policyholder

1. If the Policyholder, intentionally or through gross negligence, fails to fulfil its obligations under the Insurance Agreement, KUKÉ S.A. shall be free from obligations related to claims for which the obligations of the Policyholder have not been fulfilled, and if compensation has been paid, KUKÉ S.A. shall have the right to demand its return.
2. If the Policyholder continuously fails to perform its obligations under the Insurance Agreement, or if the Policyholder refuses to perform them, KUKÉ S.A. shall have the right to call upon the Policyholder to perform this obligation, stipulating that in the event of ineffective lapse of the indicated deadline, it shall be entitled to terminate the Insurance Agreement with immediate effect.
3. If the Sales Agreement, under which the Receivables due for payment are covered by the Insurance Agreement, was concluded as a result of illegal activities, KUKÉ S.A. shall refuse to pay compensation, and if compensation has been paid, KUKÉ S.A. shall have the right to demand its return.

§28. Inspection of documents

1. The time, expressed in days, for undertaking actions constituting the Policyholder's obligations under the GTCI, also includes Saturdays and statutory public holidays (the Act on Public Holidays of 18 January 1951). If the deadline set for the performance of the above-mentioned activities falls on a Saturday or a public holiday, the deadline shall expire on the following day, which is neither a public holiday nor a Saturday.

2. The Policyholder shall, at any time upon request of KUKÉ S.A., provide persons authorised by KUKÉ S.A. with access to all information, books, documents and other materials, as well as provide KUKÉ S.A. with certified copies, excerpts or translations of books, opinions, information and other documents and materials pertaining or directly or indirectly related to the Insurance Agreement, the Sales Agreement, the Counterparty, the Guarantor, if any, or any other security provider.
3. KUKÉ S.A. shall provide the Policyholder or the beneficiary under the Insurance Agreement, upon their request, with information and documents that had an impact on the determination of the circumstances of the event giving rise to the Loss, the liability of KUKÉ S.A. and the amount of compensation. Such persons (within the agreed time limit and in accordance with the agreed rules) shall have the right to inspect the claim files and make copies or photocopies of the claim files at their own expense, provided that the way in which the claim files are made available do not involve excessive hindrance for these persons.

§29. Amendments

1. Any amendments to the Specific Terms and Conditions must be made in writing, otherwise being null and void.
2. Changes in Credit Limits shall be made in accordance with § 11 and 12 of the GTCI.
3. During the term of the Insurance Agreement concluded for an indefinite term, KUKÉ S.A. may amend the GTCI by notifying the Policyholder thereof and setting a thirty-day notice period for termination of the Insurance Agreement. After the lapse of the above time limit, the Policyholder shall be deemed to have accepted the changes to the GTCI introduced by KUKÉ S.A.
4. The following shall not constitute an amendment to the Insurance Agreement:
 - 1) Changes of details related to administrative and organisational support of the Insurance Agreement,
 - 2) Changes of the registry data (name or address) of the Policyholder,

- 3) Changes resulting from the universal succession of the Policyholder.
5. KUKA S.A. will make changes to the extent indicated in section 2 and 3 of the Insurance Agreement without the need to conclude annexes to the Insurance Agreement.
6. Unless otherwise provided in these GTCI, the parties to the Insurance Agreement shall provide each other with representations and notices in writing or in documentary form (electronic letter or scanned letter) to the e-mail address indicated in the Specific Terms and Conditions or in the Extranet.
7. The Policyholder shall be obliged to send to KUKA S.A. through the Extranet the following applications/representations:
 - 1) Applications for setting an Individual Credit Limit, referred to in § 11 section 3 of the GTCI,
 - 2) Notifications of turnover, referred to in § 17 section 7 of the GTCI,
 - 3) Applications for debt recovery referred to in § 18 section 3 section 1 of the GTCI,
 - 4) Power of attorney established in favour of KUKA S.A. to conduct debt recovery activities against the Counterparty referred to in § 18 section 3 clause 2 of the GTCI.
8. The claim for compensation referred to in § 20 section 1 of the GTCI together with the attachments, may be sent by the Policyholder to KUKA S.A. in the form of a scan of the Claim for compensation form submitted by authorised persons by electronic mail (e-mail) to the following e-mail address: odszkodowania@kuka.com.pl

§30. Resolution of disputes under the Insurance Agreement

Any disputes related to the Insurance Agreement shall be settled by the court of general jurisdiction or by the court competent for the place of the Policyholder's registered office or residence, authorised under the Insurance Agreement, the heir of the Policyholder or the heir of the authorised under the Insurance Agreement.

§31. Legal basis

1. The legal basis for the Insurance Agreement are:
 - 1) The Civil Code Act of 23 April 1964,
 - 2) The Act of 11 September 2015 on Insurance and Reinsurance Activity.
2. In matters not regulated by the Agreement, the provisions of the Acts mentioned in section 1 shall apply.

§32. Procedure for lodging grievances and complaints

1. Complaint – objection concerning the services rendered, related to an insurance product, which is submitted in the manner specified in section 2.
2. A complaint concerning the services provided by KUKA S.A. may be lodged:
 - 1) In writing – in person, at the registered office of KUKA S.A. or at the KUKA S.A. Field Office or by mail within the meaning of Article 3. clause 21 of the Postal Law Act of 23 November 2012,
 - 2) Verbally – by telephone at +48 22 108 99 70 or in person to be recorded during a visit to the registered office of KUKA S.A. or a Filed Office of KUKA S.A.,
 - 3) In electronic form – via the Complaint Form, available at www.kuka.com.pl.
3. KUKA S.A.'s response to the complaint shall be provided in paper form or – at the individual request of the applicant – by electronic mail, without undue delay, not later than within 30 days from the date of its receipt. In particularly complicated cases, which make it impossible to consider the complaint and respond to it within the above deadline of 30 days, KUKA S.A. shall provide the complainant with information explaining the reason for the delay, indicating the circumstances that must be determined for the consideration of the case and shall set a predictable response time limit not longer than 60 days from the date of receipt of the complaint.
4. Once the complaint procedure has been exhausted, the dispute may be directed to out-of-court dispute resolution and, in the case of natural persons, to the Financial Ombudsman (detailed information and contact details are available on the website: www.rf.gov.pl). The Financial Ombudsman is

authorised to conduct out-of-court dispute resolution proceedings between the client and the financial market entity referred to in the Act of 5 August 2015 on Handling Complaints by Financial Market Entities and the Financial Ombudsman.

5. Other complaints and grievances which are not related to the insurance cover may be filed in any form (in writing, orally, in electronic form, by e-mail), the notification should enable identification of the person lodging the complaint and the subject of the complaint.
6. Information on the rules for lodging and considering complaints and grievances is also published on the website www.kuke.com.pl
7. KUKE S.A. is subject to the supervision of the Polish Financial Supervision Authority.

§33. Assignment of rights to compensation under the Insurance Agreement

1. The right to compensation under the Insurance Agreement may be transferred to a third party with the consent of KUKE S.A.

2. KUKE S.A. reserves the right to inform the assignee of any infringements of the Policyholder with regard to its obligations under the Insurance Agreement.
3. The assignment of rights to compensation shall not release the Policyholder from their obligations under the Insurance Agreement.
4. The Policyholder shall be obliged to inform the assignee of any amendments to the Insurance Agreement made after the assignment.

December 2018

These General Terms and Conditions of Insurance of Short-term Receivables – Package were approved by the Management Board of Korporacja Ubezpieczeń Kredytów Eksportowych S.A. by Resolution No. 37/1/2018 of 27.12.2018.

This is a translated version of the General Terms and Conditions. If, for any reason, there are discrepancies in the translation, the Polish language version shall prevail.



KUKE
PFR Group

Helpline: 801 060 106
kontakt@kuke.com.pl
Krucza 50, 00-025 Warszawa

www.kuke.com.pl