ACREDIA
OHRABRUJE U PODUZETNIŠTVU

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General Conditions of Insurance for ACREDIA Single 2025

Opći uvjeti osiguranja za ACREDIA Single 2025

Object

Art. 1 Which losses will be indemnified under this insurance policy?

Predmet

Čl. 1 Koji gubici se nadoknađuju ovim ugovorom o osiguranju?

Details of cover

Art. 2 What are the preconditions for getting insurance cover?
Art. 3 When does cover begin and when does it end?
Art. 4 What defines the contents and the scope of cover?
Art. 5 Self-insured retention and limits on indemnification
Art. 6 Premium
Art. 7 Why are credit rating fees payable to ACREDIA Services GmbH?
Art. 8 What receivables are insured?
Art. 9 What receivables are not insured?
Art. 10 When does a receivable accrue?
Art. 11 Collection costs
Art. 12 How are payments allocated to the account? When is a receivable paid?
Art. 13 What receivables are covered by the credit limit? What are the consequences of the reduction or cancellation of the insurance cover?
Art. 14 What is the purpose of the Maximum Extension Period?
Art. 15 What is the significance of "suspension of cover"?
Art. 16 What other obligations must be observed?
Art. 17 Rights of the Insurer
Art. 18 When does an insured event occur?
Art. 19 What losses are not covered?
Art. 20 When must a loss be notified? What documentation does the Insurer need to calculate indemnification?
Art. 21 How is indemnification calculated?
Art. 22 When is a claim paid? What rights are subrogated to the Insurer?

Daljnje pojedinosti o osigurateljnom pokriću

Čl. 2 Pod kojim uvjetima postoji osigurateljno pokriće?
Čl. 3 Kad počinje i kad završava osigurateljno pokriće?
Čl. 4 Iz čega proizlazi sadržaj i obujam osigurateljnog pokrića?
Čl. 5 Samopridržaj i ograničavanje isplate osigurnine?
Čl. 6 Premija
Čl. 7 Zašto se ACREDIJI Services GmbH plaćaju naknade za provjeru kreditne sposobnosti?
Čl. 8 Koja potraživanja su osigurana?
Čl. 9 Koja potraživanja nisu osigurana?
Čl. 10 Kada nastaje potraživanje?
Čl. 11 Troškovi naplate potraživanja
Čl. 12 Kako se plaćanja obračunavaju? Kad se potraživanje smatra naplaćenim?
Čl. 13 Koja potraživanja su osigurana u okviru svote osiguranja? Koje su posljedice smanjenja ili ukidanja svote osiguranja?
Čl. 14 Koje značenje ima krajnji rok plaćanja potraživanja?
Čl. 15 Što znači „prestanak pokrića"?
Čl. 16 Na koje obveze se još mora obratiti pažnja?
Čl. 17 Koja prava ima osiguratelj?
Čl. 18 Kad nastupa osigurani slučaj?
Čl. 19 Koji osigurani slučajevi nisu obuhvaćeni?
Čl. 20 Do kada treba prijaviti osigurani slučaj? Koji su dokumenti potrebni osiguratelju za izračun osigurnine?
Čl. 21 Kako se izračunava osigurnina?
Čl. 22 Kad se osigurnina isplaćuje? Koja se prava prenose na osiguratelja?

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Additional provisions

Art. 23 What exchange rate is to be used for foreign currencies?
Art. 24 What are the consequences of failure to comply with the duties of the Insured?
Art. 25 Can the right to indemnification be pledged or assigned?
Art. 26 What happens if the Insured becomes insolvent?
Art. 27 How can this policy be altered?
What law applies?

Definitions

The Insured is the natural person or legal entity who/which concludes the insurance policy with the Insurer.
The Insurer is ACREDIA Versicherung AG.
The Buyer is the natural person or legal entity who/which concludes the contract for the delivery of goods and/or the performance of services with the Insured, is the recipient of the contractually agreed goods and/or services from the Insured, and is obliged to pay the Insured.

Object

Art. 1 Which losses will be indemnified under this insurance policy?

The Insurer will indemnify the Insured for losses in respect of legally secure receivables for goods delivered and services performed, that result from an insured event (Art. 18) concerning the Buyer.

Details of cover

Art. 2 What are the preconditions for getting insurance cover?

(1) The preconditions for the granting of insurance cover are:

- that the Insurer has set a credit limit on the Buyer by means of a credit limit notification, and
- that there is room for the outstanding receivables within the credit limit (Art. 13[1]).

(2) The Insured undertakes to apply for an adequate credit limit to cover all receivables due from the Buyer.

(3) If the Insurer has not set the credit limit at the level requested by the Insured, the Insured shall make a new request in the amount needed at the latest after one year. If the total outstanding receivables due from the Buyer exceed the credit limit set, the Insured shall promptly apply for a higher limit.

Ostale odredbe

Čl. 23 Kako se preračunavaju strane valute u ugovorne valute?
Čl. 24 Koje su posljedice povrede dužnosti ili obveza ugovaratelja osiguranja?
Čl. 25 Može li se osigurnina založiti ili prenijeti?
Čl. 26 Što će se dogoditi ako ugovaratelj osiguranja nije platežno sposoban?
Čl. 27 Kako se ovaj ugovor može promijeniti? Koji zakon vrijedi?

Objašnjenje pojmova

Ugovaratelj osiguranja je fizička ili pravna osoba, koja sklapa Ugovor o osiguranju s osigurateljem.
Osiguratelj je ACREDIA Versicherung AG.
Kupac je (fizička ili pravna) osoba, s kojom ugovaratelj osiguranja sklapa ugovor o isporuci robe ili pružanju usluga i koja se ugovaratelju osiguranja obvezuje na plaćanje.

Predmet

Čl. 1 Koji gubici se nadoknađuju ovim ugovorom o osiguranju?

Osiguratelj nadoknađuje ugovaratelju osiguranja gubitak pravno opravdanih potraživanja iz prometa robe i usluga, koji nastaje nastupom osiguranog slučaja (čl. 18), a koji se odnosi na kupca.

Daljnje pojedinosti o osigurateljnom pokriću

Čl. 2 Pod kojim uvjetima postoji osigurateljno pokriće?

(1) Uvjet za osigurateljno pokriće je,

- da je osiguratelj za kupca pomoću obavijesti o svoti osiguranja odredio svotu osiguranja i
- da je potraživanje pronašlo prostora unutar svote osiguranja (čl. 13 st. 1).

(2) Ugovaratelj osiguranja je obavezan zatražiti svotu osiguranja u dovoljnome iznosu za osiguravanje cijelokupnog potraživanja nas pram kupca.

(3) Ukoliko osiguratelj nije utvrdio svotu osiguranja u zatraženom iznosu, ugovaratelj osiguranja će najkasnije nakon godine dana podnijeti novi zahtjev u potrebnome iznosu. Ako ukupna potraživanja naspram kupca prelaze ugovorenu svotu osiguranja, tada će ugovaratelj osiguranja bez odgađanja zatražiti njezino povećanje.

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(4) The Insured has the right to reduce the credit limit at the start of each new insurance year. The Insured must inform the Insurer of this one month prior to the start of the new insurance year at the latest. This does not affect the obligation to apply for an adequate credit limit to cover all receivables due from the Buyer (para. 2). It is not possible for the Insured to request a reduction of the credit limit in the course of an insurance year.

Art. 3 When does cover begin and when does it end?

(1) Cover begins upon commencement of the insurance policy.

(2) Cover ends
a) upon expiry of the insurance policy, provided the policy has not been terminated by the Insurer (b);
b) in the event the insurance policy is terminated by the Insurer, as soon as all insured receivables have either been paid or an insured event occurs, or at the latest 12 months after the expiry of the insurance policy; this does not apply if the insurance policy is terminated by the Insurer due to the failure of the Insured to pay a follow-up premium (Section 39 of the Austrian Insurance Contract Act).

(3) Any insured event must occur during the period of cover.

Art. 4 What defines the contents and the scope of cover?

The contents and the scope of cover are defined by the insurance policy, unless otherwise set out in the credit limit notification (Art. 2).

Art. 5 Self-insured retention and limits on indemnification

(1) The Insured will bear a percentage of each covered loss (Art. 21) for its own account. This self-insured retention is specified in the Schedule to the policy. The Insurer may, however, in the case of deterioration of the risk or for other material reasons which the Insurer deems to justify such action, set a higher self-insured retention in the credit limit notification at any time. The Insurer will indemnify the Insured for the Buyer only up to the maximum of the credit limit set on the Buyer less the self-insured retention.

(2) The self-insured retention may not be insured elsewhere or otherwise separately secured. If the Insured has insured the agreed self-insured retention elsewhere, then the Insurer is entitled to reduce any indemnification by the amount of the Insured's claim against the other insurer.

(4) Ugovaratelj osiguranja ima pravo zatražiti smanjenje svote osiguranja s početkom nove osigurateljne godine. Odgovarajuću izjavu treba predati osiguratelju najkasnije mjesec dana prije početka nove osigurateljne godine. Ovime ostaje nedotaknuta obaveza da se zatraži dovoljno velika svota osiguranja za osiguravanje cjelokupnog potraživanja naspram kupca (st. 2). Nije moguće smanjenje svote osiguranja na želju ugovaratelja osiguranja tijekom tekuće osigurateljne godine.

Čl. 3 Kad počinje i kad završava osigurateljno pokriće?

(1) Osigurateljno pokriće počinje istovremeno sa sklapanjem ugovora o osiguranju.

(2) Osigurateljno pokriće završava,
a) ukoliko ugovor o osiguranju ne otkazuje osiguratelj (sl. b), tada istovremeno s ugovorom o osiguranju;
b) ukoliko ugovor o osiguranju otkazuje osiguratelj, onda kada su sva osigurana potraživanja ili plaćena ili je nastupio osigurani slučaj, ali najkasnije 12 mjeseci nakon okončanja ugovora o osiguranju; ovo ipak ne vrijedi onda kada je osiguratelj otkazao ugovor o osiguranju, zato što ugovaratelj osiguranja nije platio naknadni bonus (čl. 39 Zakona o ugovorima o osiguranju).

(3) Osigurani slučaj mora nastupiti nakon početka i prije završetka osigurateljnog pokrića.

Čl. 4 Iz čega proizlazi sadržaj i obujam osigurateljnog pokrića?

Sadržaj i obujam osigurateljnog pokrića proizlaze iz ugovora o osiguranju, ukoliko u obavijesti o svoti osiguranja nije drugačije navedeno (čl. 2).

Čl. 5 Samopridržaj i ograničavanje isplate osigurnine?

(1) U osiguranome gubitku (čl. 21) ugovaratelj osiguranja sudjeluje sa samopridržajem. Samopridržaj je naveden u polici osiguranja; no osiguratelj može kod povećanja opasnosti ili nekih drugih razloga koji mu se čine opravdani u svakome trenutku utvrditi veći samopridržaj u obavijesti o svoti osiguranja. Osiguratelj kupca odštećuje maksimalno u visini iznosa one svote osiguranja koja je utvrđena za kupca umanjeno za samopridržaj.

(2) Samopridržaj ne smije biti osiguran na drugi način ili izdvojeno: Ako je ugovaratelj osiguranja dogovoreni samopridržaj na drugi način osigurao, tada osiguratelj ima pravo skratiti odštetu u visini zahtjeva ugovaratelja osiguranja naspram drugog osiguratelja.

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Art. 6 Premium

(1) For as long as the credit limit is effective, the premium is calculated monthly in arrears on the basis of
- the credit limit, which is either effective on the last calendar day of the relevant month or has been cancelled in that month (Art. 13 Par. 2), and
- the premium rate specified in the Schedule to the policy.

(2) From the month directly following the cancellation of the credit limit until insurance cover ends (Art. 3 Par. 2) the premium is calculated monthly on the basis of the total insured receivable against the Buyer outstanding at the last calendar day of the relevant month. The Insured shall declare this amount to the Insurer within one week after the relevant month has expired. If the Insured is in delay with the reporting obligation for more than one month, the premium will be calculated on the basis of the cancelled credit limit.

(3) The premium will be invoiced along with any insurance premium tax and is due upon receipt of the invoice.

(4) If the Insurer withdraws from the insurance policy due to the Insured defaulting on the first premium (Section 38 of the Austrian Insurance Contract Act), the Insurer will be entitled to a transaction fee amounting to 25% of the projected annual premium, calculated on the basis of the agreed credit limit and premium rate.

Art. 7 Why are credit rating fees payable to ACREDIA Services GmbH?

(1) ACREDIA Services GmbH carries out credit assessment on behalf of the Insured and monitors on an ongoing basis the creditworthiness of the Buyer. The Insurer sets the credit limit based on the results of this assessment and monitoring.

(2) The Insurer is entitled to pass on any information about the Buyer, received from the Insured in connection with this insurance policy, to ACREDIA Services GmbH. The Insured authorises the Insurer to do this until such time as this authorisation is revoked.

(3) The Insured pays a credit rating fee as contribution towards the costs of such credit assessment and monitoring. The fee is specified in the Schedule to the policy, applies per year and is invoiced by ACREDIA Services GmbH. The credit rating fee is payable on receipt of the invoice.

Art. 8 What receivables are insured?

(1) Cover is provided only for undisputed and invoiced receivables due to the Insured, excluding VAT, which fulfil the following criteria:
a) the receivable arises from a delivery of goods or a render of services with is a business-related transaction for both the Insured and the Buyer (business-related transaction on both sides) and which the Insured has rendered to the Buyer within its regular

Čl. 6 Premija

(1) Dok god je svota osiguranja važeća, premija se obračunava mjesečno za prethodni mjesec na temelju
- vote osiguranja važeće posljednjeg kalendarskog dana relevantnog mjeseca ili koja je ukinuta u tom mjesecu (čl. 13. St. 2.), i
- premijske stope u skladu s policom osiguranja.

(2) Od mjeseca koji neposredno slijedi nakon ukidanja svote osiguranja i do prekida osigurateljnog pokrića (čl. 3. St. 2.), premija se obračunava mjesečno na temelju ukupnog potraživanja protiv kupca koji postoji posljednjeg kalendarskog dana relevantnog mjeseca. Ugovaratelj osiguranja je dužan obavijestiti osiguratelja o ovom ukupnom potraživanju u roku od jednog tjedna od kraja relevantnog mjeseca. Ako ugovaratelj osiguranja kasni s ispunjenjem svoje obveze izvještavanja više od mjesec dana, premija se obračunava na temelju ukinite svote osiguranja.

(3) Premija se fakturira s mogućim porezom na osiguranje i dospijeva na naplatu s primitkom računa.

(4) Ukoliko se osiguratelj zbog kašnjenja ugovaratelja osiguranja s prvom premijom povuće od ugovora (čl. 38 Zakon o ugovoru o osiguranju), tada ima pravo na poslovnu naknadu u visini četvrtine godišnje premije izračunate na temelju utvrđene svote osiguranja i premijske stope.

Čl. 7 Zašto se ACREDIJI Services GmbH plaćaju naknade za provjeru kreditne sposobnosti?

(1) ACREDIA Services GmbH u ime ugovaratelja osiguranja vodi provjeru kreditne sposobnosti i stalno prati kreditnu sposobnost kupaca za koje postoje svote osiguranja. Na temelju ovih provjera i praćenja osiguratelj određuje svote osiguranja.

(2) Osiguratelj smije ACREDIA Services GmbH prosljeđivati informacije o kupcima koje mu ugovaratelj osiguranja daje na temelju ovog ugovora o osiguranju. Osiguratelj je na navedemo opunomoćen sve dok to ugovaratelj osiguranje ne opozove.

(3) Ugovaratelj osiguranja sudjeluje u troškovima provjere i praćenja putem naknade za provjeru kreditne sposobnosti. Iznos naknade naveden je u polici osiguranja i odnosi se na svaku svotu osiguranja po osigurateljnoj godini, a račun za nju izdaje ACREDIA Services GmbH. Naknada za provjeru kreditne sposobnosti plaća se po primitku računa.

Čl. 8 Koja potraživanja su osigurana?

(1) Osigurateljno pokriće postoji samo za zakonski utemeljena i fakturirana potraživanja od strane ugovaratelja osiguranja isključujući porez na dodanu vrijednost, koja ispunjavaju sljedeće kriterije:
a) Potraživanje nastaje na temelju isporuke robe ili usluge, koji je i za ugovaratelja osiguranja, ali i kupca proizašla iz poslovanja ve-

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course of business, in its own name and for his own account, and
b) the payment term agreed with the Buyer does not exceed the Maximum Extension Period (Art. 14).

(2) Freight costs and insurance premiums, discounts and charges for bills of exchange are included in cover to the extent that they incurred in connection with insured receivables (para. 1).

(3) For receivables which are invoiced within 5 weeks of their accrual (Art. 10), cover exists prior to invoicing.

Art. 9 What receivables are not insured?

The following are excluded from insurance cover:
a) Receivables which accrued prior to the commencement or after the expiry of the insurance policy.
b) Receivables where the payment term agreed with the Buyer exceeds the Maximum Extension Period (Art. 14).
c) Receivables which accrue during a period of suspension of cover (Art. 15).
d) Receivables which accrue subsequent to the occurrence of the insured event.
e) Receivables or parts of receivables for which there was not sufficient room within the credit limit (Art. 13 para. 1).
f) Receivables in respect of liability for damages, late interest, contractual penalties, costs arising from the disputed acceptance of goods or services by the Buyer or exchange rate losses.
g) Receivables where the due date is dependent on the conduct of a third party (for example payment by a third party to the Buyer).
h) Receivables or parts of receivables arising out of discounts originally granted and subsequently cancelled.
i) Receivables due from public Buyers.
j) Receivables due from any company in which the Insured directly or indirectly holds a majority interest or can be shown to exert a controlling influence on management decisions.
k) Receivables from rental, leasing or licence contracts.
l) Receivables due in respect of the delivery of goods and/or the performance of services for which there has been a failure by the Insured to obtain any documents or authorizations required.
m) Receivables in respect of the delivery of goods whose import into the country of destination contravenes a prohibition in force.
n) Receivables for which the underlying deliveries of goods or services were not provided in the country in which the Buyer has its registered office (third country exemption), unless the Insurer agreed in advance to include these receivables in the cover.
o) Receivables from the delivery of goods and services that is in breach of mandatory economic sanctions or embargoes, and in particular sanctions or embargoes imposed by the Insured's country, the Buyer's country, the United States of America, the European Union, the United Nations or another international organisation recognised under international law.

zanog uz poduzeće (obostrano vezano uz posao), a koje je ugovaratelj osiguranja kupcu pružio unutar svojeg redovitog poslovanja, na vlastito ime i na vlastiti račun, i
b) Rok plaćanja koji je dogovoren s kupcem ne prelazi krajnji rok plaćanja potraživanja (čl. 14).

(2) Vozarine, premije osiguranja, popust na račun i naknade za razmjenu obuhvaćenje su osigurateljnom pokrićem, ukoliko su nastali u vezi s osiguranim potraživanjima (st. 1).

(3) Za potraživanja koja su fakturirana unutar 5 tjedana nakon što su nastala (čl. 10) već i prije fakturiranja postoji osigurateljno pokriće.

Čl. 9 Koja potraživanja nisu osigurana?

Sljedeća potraživanja nisu obuhvaćena osigurateljnim pokrićem:
a) potraživanja koja su nastala prije početka ili nakon završetka ugovora o osiguranju.
b) potraživanja kod kojih onaj rok plaćanja koji je dogovoren s kupcem, prelazi krajnji rok plaćanja potraživanja (čl. 14).
c) potraživanja koja nastanu tijekom prestanka osigurateljnog pokrića (čl. 15).
d) potraživanja koja nastanu nakon nastupanja osiguranog slučaja.
e) potraživanja ili dijelovi potraživanja za koja nije pronađeno mjesta unutar svote osiguranja (čl. 13 st. 1).
f) potraživanja za naknadu štete, kamate, penale, troškovi pravnih postupaka, tečajni gubitci.
g) potraživanja čije dospjeće ovisi o postupcima treće osobe (primjerice plaćanje treće osobe kupcu).
h) potraživanja ili dijelovi potraživanja koja proizlaze iz naknadno ukinutih popusta.
i) potraživanja prema poduzećima javnog prava.
j) potraživanja prema kupcima/poslovnim subjektima u kojima ugovaratelj osiguranja izravno ili neizravno ima većinski udio, ili kod kojih može na bilo koji drugi način odlučujuće utjecati na upravu.
k) potraživanja iz ugovora o najmu, zakupu, leasing ili licenci.
l) potraživanja nastala iz isporuka roba ili usluga za čije provođenje nedostaju potrebne dozvole.
m) potraživanja iz isporuka roba čiji uvoz u odredišnu zemlju krši važeću zabranu.
n) potraživanja koja počivaju na isporuci roba i usluga koje nisu izvršene u onoj zemlji u kojoj kupac ima protokolirano sjedište (Odbor trećih zemalja), osim ako osiguratelj ova potraživanja nije unaprijed uključio u osigurateljn pokriće.
o) potraživanja za isporuke roba i usluga čije provođenje krši pravno obavezujuće međunarodne gospodarske sankcije ili embargo, posebice sankcije i embarga koja su nametnule zemlja ugovaratelja osiguranja, zemlja kupca, Sjedinjene Američke Države (USA), Europska unija, Ujedinjeni narodi ili neka druga prema međunarodnom radu priznata međunarodna organizacija.

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Art. 10 When does a receivable accrue?

In the case of the delivery of goods, the receivable accrues on the date on which the goods were despatched. In the case of services, the receivable accrues continually as and when the service is performed. One day's performance is considered to be given from the moment the day starts.

Art. 11 Collection costs

(1) The insurance policy also covers any costs invoiced to the Insured, by an attorney or a collection agency approved by the Insurer, for any out-of-court arrangements or court action undertaken to collect a receivable that is insured and has fallen due. The Insured will ensure that debt collection arrangements are carried out with due and reasonable care and, in doing so, will follow the Insurer's instructions.

(2) An insured event is deemed to have occurred with respect to collection costs, when the final invoice from the attorney or collection agency is received by the Insured.

(3) The Insurer will indemnify the Insured for any costs covered by the policy, less the self-insured retention, up to a maximum of 10 % of the primary insured receivable collected. The limits on indemnification set out in Art. 5(1) do not apply to collection costs. Proof of the existence and validity of the primary insured receivable collected must be provided prior to indemnification. Costs incurred for uninsured receivables and parts of receivables will not be indemnified. Costs will be split proportionally between insured and uninsured receivables and parts of receivables.

Art. 12 How are payments allocated to the account? When is a receivable paid?

(1) Each and every payment made prior to the occurrence of an insured event is allocated to the outstanding account it is intended for. Payments received without any indication of their purpose are allocated to the oldest outstanding account in the chronological order of due dates, whether this is overdue or has not yet fallen due.

(2) If the Insured has uninsured outstandings as well as insured outstandings, the Insured is not permitted to agree any form of amortization of payments with the Buyer which would put the Insurer at a disadvantage. If the Insured fails to comply with this obligation, the Insurer is entitled to allocate all payments received to the oldest account outstanding at the time of payment.

(3) Payments received subsequent to the occurrence of an insured event shall also be allocated as intended. If it is not possible to determine whether a payment was intended to pay an insured or an uninsured account, it will be allocated pro rata.

(4) Cheques and bills of exchange are only deemed to have been paid when they are honoured.

(5) If the Buyer is domiciled in a country which has no free currency market and if the equivalent value of the outstanding amount is

Čl. 10 Kada nastaje potraživanje?

Kod isporuke robe potraživanje nastaje onoga dana koje je roba poslana. Kod usluga potraživanje nastaje progresivno s izvršavanjem usluge. Dnevna usluga se već s početkom dana smatra izvršenom.

Čl. 11 Troškovi naplate potraživanja

(1) Osigurateljno pokriće postoji i za one troškove za koje ugovaratelju osiguranja račun ispostave odvjetnik ili ured za naplatu za vansudsku i/ili sudsku naplatu potraživanja osiguranih i dospjelih potraživanja koji je priznao osiguratelj. Ugovaratelj osiguranja naplatu potraživanja dozvoljava s pažnjom urednog poduzetnika i pritom slijedi naputke osiguratelja.

(2) S obzirom na trošak naplate potraživanja osigurani slučaj nastupa onda kada konačni troškovnik pravnika ili krajnji obračun ureda za naplatu dospije ugovaratelju osiguranja.

(3) Osiguratelj pruža kao odštetu trošak koji je obuhvaćen osigurateljnim pokrićem umanjen za samopridržaj, ali maksimalno 10% osiguranog naplaćenog glavnog potraživanja. Ograničenje isplate osigurnine prema čl. 5 st. 1 ne primjenjuje se na troškove naplate potraživanja. Preduvjet za odštetu je dokazano postojanje imovine osiguranog naplaćenog glavnog potraživanja. Troškovi koji otpadaju na neosigurana potraživanja ili dijelove potraživanja neće dobiti odštetu. Troškovi se dijele prema odnosu osiguranih prema neosiguranim potraživanjima, odnosno dijelovima potraživanja.

Čl. 12 Kako se plaćanja obračunavaju? Kad se potraživanje smatra naplaćenim?

(1) Svako plaćanje prije nastanka osiguranog slučaja bit će pripisano na otvoreno potraživanje kojem je namijenjeno. Nenamijenjena plaćanja se priračunavaju na otvoreno potraživanje koje je najprije postalo ili će postati dospjelim.

(2) Ako ugovaratelj osiguranja osim osiguranih ima i neosigurana potraživanja, ne može s kupcem sklopiti sporazum o povratu sredstava koji osiguratelja stavlja u nepovoljan položaj. Ukoliko ugovaratelj osiguranja prekrši ove obveze, osiguratelj može sve uplate pripisati najstarijem otvorenom potraživanju.

(3) Plaćanja pristigla nakon nastupa osiguranog slučaja također će se pripisivati potraživanjima kojima su namijenjena. Ako se ne može odrediti iznose li se pristigla plaćanja na osigurana ili na neosigurana potraživanja, pripisat će se proporcionalno.

(4) Čekovi i mjenice se tek kod unovčenja podrazumijevaju kao sredstvo plaćanja.

(5) Ako je sjedište nekog kupca u državi u kojoj nema slobodnog tržišta devizama i ako se ugovaratelju osiguranja u toj državi na njegov bankovni račun pripiše protuvrijednost njegovih potraživanja, ta potvrda o priljevu se smatra plaćanjem.

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paid onto an account in that country for the benefit of the Insured, this credit transaction is deemed to constitute payment.

Art. 13 What receivables are covered by the credit limit? What are the consequences of the reduction or cancellation of the insurance cover?

(1) The credit limit always covers the oldest outstanding accounts at any given time. Any receivables in excess of the credit limit can come under cover if and to the extent that a corresponding amount of cover for them becomes free within the credit limit due to the payment of insured accounts.

(2) In the case of deterioration of the risk or for other material reasons which the Insurer deems to justify such action, the Insurer is entitled to reduce or cancel cover at any time by means of a credit limit notification. The reduction or cancellation becomes effective on receipt of the credit limit notification by the Insured.

(3) If the credit limit is reduced, uninsured accounts can only come under cover after all outstanding insured accounts have been paid, if and to the extent that there is a free amount of cover for them in the reduced credit limit.

(4) If the credit limit is cancelled, cover is suspended (Art. 15) and both parties have the right to terminate the policy by giving one month's written notice at the end of the month.

Art. 14 What is the purpose of the Maximum Extension Period?

(1) The Maximum Extension Period is specified in the Schedule to the policy. It starts to run from the invoice date of the account.

(2) If the Buyer has failed to pay either an insured or an uninsured account on the expiry of the Maximum Extension Period, or if it becomes clear to the Insured that the Maximum Extension Period will be exceeded (e.g. because it has accepted a bill of exchange or agreed to deferred payment terms),

- the Insured must inform the Insurer without delay, and – independently of this –
- cover is automatically suspended (Art. 15).

(3) The Insured must place an order with an attorney or a collection agency for the collection of the account at the latest one month after the Maximum Extension Period is exceeded. Any other action is only permitted after obtaining the prior consent of the Insurer.

(4) In the case of invoices with an amount of no more than EUR 3,000.– still outstanding at the point at which the Maximum Extension Period was exceeded, or if the non-notification of the exceeding of the Maximum Extension Period is older than 2 years (calculated from the date of the oldest outstanding invoice), the Insurer will not assert its right to terminate cover pursuant to paragraphs 2 and 3.

Čl. 13 Koja potraživanja su osigurana u okviru svote osiguranja? Koje su posljedice smanjenja ili ukidanja svote osiguranja?

(1) U okviru svote osiguranja osigurana su uvijek potraživanja najstarijeg datuma. Potraživanja koja prekoračuju svotu osiguranja ulaze u svotu osiguranja tek onda i ukoliko se za njih oslobodi prostor unutar svote osiguranja zbog isplate osiguranih potraživanja.

(2) Osiguratelj može kod pojačane opasnosti ili iz nekih drugih važnih razloga koji mu se čine opravdanim, svotu osiguranja u svakom trenutku putem obavijesti o svoti osiguranja ili sniziti ili ukinuti. Sniženje ili ukidanje stupa na snagu tek kad ugovaratelj osiguranja primi obavijest o tome.

(3) Ako se svota osiguranja snizi, neosigurana potraživanja mogu ući u svotu osiguranja tek ako se podmirenjem osiguranih potraživanja oslobodi prostor unutar svote osiguranja.

(4) Ako se svota osiguranja ukine, nastupa prekid osiguratelnog pokrića (čl. 15) i obje ugovorne strane imaju pravo pisano otkazati ugovor o osiguranju pridržavajući se otkaznog roka od mjesec dana uvijek do kraja mjeseca.

Čl. 14 Koje značenje ima krajnji rok plaćanja potraživanja?

(1) Krajnji rok plaćanja potraživanja naveden je u polici osiguranja. On započinje s danom fakturiranja potraživanja.

(2) Ako neki kupac kod nekog osiguranog ili neosiguranog potraživanja prekorači krajnji rok plaćanja potraživanja ili ako ugovaratelj osiguranja zapazi znakove prekoračenja (iz razloga jer je primio mjenice ili sklopio nagodbu o odgodi plaćanja),

- ugovaratelj osiguranja o tome odmah obavještava osiguratelja te neovisno o tome
- osiguratelno pokriće prestaje važiti (čl. 15).

(3) Najkasnije mjesec dana nakon prekoračenja krajnjeg roka plaćanja potraživanja ugovaratelj osiguranja angažirat će odvjetnika ili agenciju za naplatu dugova u svrhu naplate potraživanja. Neki drugi postupak naplate dugova najprije mora odobriti osiguratelj.

(4) Kod računa, čiji neplaćeni iznos u trenutku prekoračenja krajnjeg roka plaćanja potraživanja nije viši od 3.000,- EUR ili kod neprijavljenih prekoračenja krajnjeg roka plaćanja potraživanja, od kojih je prošlo više od 2 godine (računajući od datuma najstarijeg nepodmirenog računa), osiguratelj se neće pozvati na odredbe stavaka 2. i 3.

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Art. 15 What is the significance of "suspension of cover"?

As soon as cover is suspended and for the entire suspension period,

- no already existing uninsured receivables can come under cover within the credit limit, and
- receivables which accrue subsequently are excluded from cover.

Receivables which were already insured shall remain insured. The suspension of cover will cease to be effective when and to the extent that the Insurer gives written notification of the fact.

Art. 16 What other obligations must be observed?

(1) When applying for the insurance and credit limit, the Insured will answer all questions asked truthfully. This applies in particular to any circumstances affecting the creditworthiness of the Buyer. The Insured undertakes to provide details of its outstanding accounts with the Buyer to the Insurer at any time the latter so requests.

(2) The Insured agrees, at its own expense, to take all appropriate action, with due and reasonable care, to ensure that losses are prevented or minimised, and will thereby make full use of its legal rights, liquidate securities on the most favourable terms, and implement instructions given by the Insurer.

(3) The Insured undertakes to notify the Insurer without delay of any circumstances which could lead to a deterioration of the risk, in particular:
a) if there is any serious deterioration in the Buyer's payment behaviour, or the Insured becomes aware of any negative information concerning the Buyer's financial situation,
b) if cheques or bills of exchange are not honoured for lack of funds or direct debits are returned or bills of exchange are prolonged beyond the original due date,
c) if the Insured suspends deliveries or performance of services for reasons of creditworthiness or is only willing to continue deliveries against prepayment or cash payment,
d) if the Insured orders an attorney or a collection agency to collect the debt or takes court action to secure payment of the debt
e) if insolvency as defined by Art. 18(1)[b] has occurred or its occurrence is imminent.

(4) The Insured undertakes to obtain the consent of the Insurer before concluding any composition agreement, agreement on payment in instalments or any similar agreement with the Buyer.

(5) In the case of goods delivered to an Austrian and German Buyer, the Insured shall agree legally valid simple retention of title with the Buyer. In the case of a German Buyer, it shall also agree the extended forms of retention of title (processing/mixing, all monies/outstanding balances and advance assignment). If these security instruments have not been agreed or have only been agreed in a limited form (e.g. because the Buyer's conditions of purchase contain contrary provisions), the Insured is obliged to inform the Insurer.

Čl. 15 Što znači „prestanak pokrića"?

Kod prestanka osiguranjeljnog pokrića i tako dugo dok traje,

- postojeća neosigurana potraživanja ne mogu se dodati svoti osiguranja i
- novonastala potraživanja su isključena iz osiguranjeljnog pokrića.

Potraživanja koja su već bila osigurana ostaju osigurana. Prestanak osiguranjeljnog pokrića prestaje važiti kad i ako osiguranjelj o tome pošalje obavijest u pisanom obliku.

Čl. 16 Na koje obveze se još mora obratiti pažnja?

(1) Ugovaratelj osiguranja tijekom traženja osiguranja i svote osiguranja odgovara na sva pitanja koja mu budu postavljena istinito odgovara. To posebice vrijedi za one okolnosti koje se odnose na kreditnu sposobnost kupca. On u svakome trenutku kupca obavještava o postojećim potraživanjima.

(2) Ugovaratelj osiguranja s pažnjom urednog poduzetnika o vlastiti trošak poduzima sve mjere kako bi izbjegao neispunjavanje obaveza ili kako bi one bile što manje, pridržava se svih prava, što je moguće sigurnije koristi instrumente osiguranja i pritom slijedi upute osiguratelja.

(3) Ugovaratelj osiguranja neodgodivo prijavljuje osiguratelju sve okolnosti koje bi mogle značiti povećanu opasnost, a posebice:
a) ako se platežna sposobnost kupca jako pogoršala ili ako ugovaratelj osiguranja dobije nepovoljne informacije o financijskom stanju kupca,
b) ako se čekovi ili mjenice, zbog nepokrića, ne mogu isplatiti ili terećenja ponovno uknjižiti ili ako se rok za isplatu mjenica naknadno produžuje,
c) ako ugovaratelj osiguranja robu/usluge zbog boniteta ispostavlja ili pruža samo uz avansna plaćanja ili u gotovini,
d) ako je angažirao odvjetnika ili agenciju za naplatu dugova ili ako je naplatu dugova zatražio sudskim putem,
e) ako je nastupila nesposobnost plaćanja ili ista prijeti (čl. 18 st. 1 sl. b))

(4) Prije zaključenja nagodbe o smanjenju potraživanja ili obročnoj otplati potraživanja, ili sličnog dogovora, ugovaratelj osiguranja mora zatražiti suglasnost osiguratelja.

(5) Kod isporuka kupcu iz Austrije ili Njemačke ugovaratelj osiguranja dogovara jednostavan pridržaj prava vlasništva, a kod kupca iz Njemačke i prošireno pravo (klauzula o preradi, periodičnom obračunu/ saldu i klauzulu o prijenosu na treću osobu). Ako ovi instrumenti osiguranja nisu dogovoreni ili su dogovoreni u ograničenom opsegu (primjerice zbog toga što se tome suprotstavljaju uvjeti kupnje kupca), o tome će obavijestiti osiguratelja.

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Art. 17 Rights of the Insurer

(1) The Insured hereby authorises the Insurer to enter into agreements with the Buyer, on behalf of the Insured, to protect the insured receivables and to reduce the risk of loss.

(2) The Insurer is entitled to examine or to have examined by others authorised by it any documents material to the policy and to make or require to be made copies thereof.

Art. 18 When does an insured event occur?

(1) An insured event is deemed to occur,
a) if an insured receivable has not been paid in full within six months of initiating debt collection despite reasonable efforts to collect the debt – debt collection is deemed to mean the instruction of an attorney or a collection agency to collect an outstanding receivable or any other measure agreed with the Insurer (insured event – "payment default").
b) as soon as the Buyer becomes insolvent. The Buyer is deemed to be insolvent within the meaning of the present policy when:

aa) insolvency proceedings, under the provisions of insolvency law of the country in which the Buyer's registered office is situated, have been opened by the court or duly qualified authority for the purposes of reorganisation or liquidation, or the application for the opening of proceedings has been rejected by the court for lack of assets, or on the basis of the application, before the opening of proceedings a provisional administrator has been appointed for the purpose of safeguarding the objects of the proceedings, or the assets and business activities have otherwise been put under protection, such that the possibility of the execution of a judgement title by individual creditors is excluded, or
bb) all the Buyer's creditors have agreed to an out-of-court settlement – with the exception of a mere deferral of payment, or
cc) the execution of a judgement title obtained by the Insured has failed to satisfy the debt in whole or in part. or
dd) the economic situation of the Buyer has been demonstrated to be so unfavourable that payment seems unlikely since the execution of a judgement title, a winding-up petition or other measures taken by the Insured against the Buyer have no prospect of success.

Insolvency is deemed to have occurred, in accordance with para. 1(b),

in the case of aa), on the date on which the insolvency proceedings are opened, the application for opening insolvency proceedings is rejected, or the measure to safeguard the objects of the proceedings is enacted;
in the case of bb), on the date on which all creditors agree to the settlement;
in case of cc), on the date on which the execution to satisfy the debt took place;
in case of dd), on the date on which the Insured received written proof that the planned measures against the debtor had no

Čl. 17 Koja prava ima osiguratelj?

(1) Ugovaratelj osiguranja ovlašćuje osiguratelja da u njegovo ime s osiguranim kupcima sklapa dogovore kako bi osigurali naplatu potraživanja i smanjili rizik gubitka.

(2) Osiguratelj ili njegov ovlaštenik imaju pravo uvida u poslovnu dokumentaciju ugovaratelja osiguranja, koji su važni za ugovorni odnos, kao i napraviti ili zatražiti fotokopije.

Čl. 18 Kad nastupa osigurani slučaj?

(1) Osigurani slučaj nastupa
a) kada osigurano potraživanje usprkos brižnoj naplati potraživanja šest mjeseci nakon pokretanja naplate još nije u cijelosti plaćeno. Naplatom se smatra ovlaštenje pravnika ili ureda za naplatu za pokretanje postupka naplate potraživanja ili neka druga mjera koja je dogovorena s osigurateljem (osigurani slučaj „Kašnjenje s plaćanjem") ili
b) čim kupac postane platežno nesposoban. Do platežne nesposobnosti u smislu ovog ugovora o osiguranju došlo je samo ako

aa) je, prema pravnim odredbama koje se odnose na stečaj u zemlji kupca, sud ili za navedeno opunomoćeno tijelo vlasti otvorilo stečajni postupak u svrhu reorganizacije ili likvidacije, odbilo zahtjev za otvaranjem zbog nepostojanja mase ili na temelju zahtjeva prije pokretanja postupka u svrhu osiguranja cilja postupka imenovala privremenog upravitelja ili na drugi način pod nadzor stavila imovinu i djelovanje poduzeća da je ovrha putem pojedinačnih vjerovnika isključena, ili
bb) je sa svim vjerovnicima postignuta izvansudska nagodba – izuzevši puki moratorij, ili
cc) ovrha koju je proveo ugovaratelj osiguranja nije dovela do putpunog zadovoljstva ili
dd) su dokazane nepovoljne okolnosti zbog kojih mjera usmjerena prema kupcu, a koju provodi ugovaratelj osiguranja, izgleda bezizlazno (npr. ovrha, zahtjev za stečajem).

Kao trenutak nastupa nesposobnosti plaćanje prema st. 1 sl. b) smatra se

aa) onaj dan, na koji je pokrenut stečajni postupak, kojeg je odbijen zahtjev za pokretanjem stečajnog postupka ili na koji je donesena odluka o mjeri koja bi trebala jamčiti postozanje cilja ovog postupka;
bb) onaj dan, na koji su svi vjerovnici dali svoj pristanak za nagodbu;
cc) onaj dan, na koji je provedena ovrha;
dd) onaj dan, kojeg ugovaratelju osiguranja biva podnesen pisani dokaz

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prospect of success.

(2) An insured event is also deemed to have occurred if and when:

- following the delivery of goods or the performance of services, insolvency of the Buyer appears imminent due to deterioration of its creditworthiness,
- the goods delivered, to the extent that they are still under the control of the Insured or have been reclaimed by it, have been sold, with the consent of the Insurer, at the best price realizable elsewhere, and
- the proceeds of the sale are still lower than the receivables due from the Buyer.

The insured event here is deemed to have occurred on the date on which the loss due to the sale of the goods at a lower price is ascertained.

(3) Cover is suspended immediately upon occurrence of an insured event (Art. 15).

Art. 19 What losses are not covered?

The following losses are excluded from cover:
a) Where the loss is in whole or in part attributable to war, hostilities, civil commotion, riots, revolution, strike, confiscation, obstruction of the traffic of goods and the transfer of payments by public authorities or state institutions, natural disasters or the direct or indirect effects of nuclear energy.
b) Losses which occurred prior to commencement of cover or subsequent to the expiry of cover (Art. 3).

Art. 20 When must a loss be notified? What documentation does the Insurer need to calculate indemnification?

(1) The Insured shall file its claim for indemnification with the Insurer within 12 months of becoming aware of the occurrence of the insured event. The claim to indemnification lapses if it is not received by the Insurer within that deadline. Irrespective of when the Insured becomes aware of the insured event, any claim will lapse at the latest three years following the occurrence of the insured event (the claim is precluded).

(2) The Insured undertakes to provide all information and all documentation which the Insurer deems necessary in order to verify the occurrence of the insured event and the undisputed legal status of the receivable as well as for the calculation of the insured loss.

Art. 21 How is indemnification calculated?

(1) In ascertaining the insured loss, the amount due from the Buyer at the time of the insured event will be reduced by the following in the order of their appearance here:
a) uninsured accounts or uninsured parts of accounts due,
b) accounts which accrued subsequent to the occurrence of the insured event (Art. 18),

(2) Osigurani slučaj nastupa i onda kada

- se kreditna sposobnost kupca nakon isporuke u tolikoj mjeri pogoršala da prijeti nastup platežne nesposobnosti kupca i
- ugovoritelj osiguranja onu robu, kojom još može raspolagati ili koju je uzeo natrag sa osigurateljevom suglasnosti na najbolji mogući način namjerava upotrijebiti na drugi način i
- pri tome nastane gubitak prihoda.

Danom nastupanja osiguranog slučaja ovdje se smatra onaj dan, na koji je utvrđen gubitak nastao nakon što je roba upotrebljena na neki drugi način.

(3) S nastupanjem osiguranog slučaja istovremeno dolazi i do prestanka osigurateljnog pokrića (čl. 15).

Čl. 19 Koji osigurani slučajevi nisu obuhvaćeni?

Sljedeći gubitci su izuzeti od osigurateljnog pokrića:
a) gubitci koji su uzrokovani ratom ili ratnim događajima, nemirima, štrajkovima, zapljenom, ometanjem prometa robe ili platnog prometa izazvanih od strane državnih ustanova ili institucija, prirodnih katastrofa ili nuklearne energije.
b) gubitci koji su nastupili prije početka ili nakon prestanka osigurateljnog pokrića (čl. 3).

Čl. 20 Do kada treba prijaviti osigurani slučaj? Koji su dokumenti potrebni osiguratelju za izračun osigurnine?

(1) Ugovaratelj osiguranja prijavljuje osiguratelju zahtjev za isplatom osigurnine u roku od 12 mjeseci nakon saznanja o nastupanju osiguranog slučaja. Zahtjev za isplatom osigurnine se gubi, ako obavijest ne pristigne osiguratelju unutar ovog vremenskog roka, ali neovisno o saznanjima ugovaratelja osiguranja najkasnije tri godine nakon nastupanja osiguranog slučaja (prekluzija).

(2) Ugovaratelj osiguranja osiguratelju daje sve potrebne informacije i prilaže sve dokumente koje osiguratelj smatra potrebnim kao dokaz da je osigurani slučaj nastupio i da su potraživanja opravdana kao i za izračunavanje osiguranog gubitka.

Čl. 21 Kako se izračunava osigurnina?

(1) Za izračunavanje osiguranog gubitka, od potraživanja koja postoje kod nastupanja osiguranog slučaja prema kupcu odbijaju se u navedenom poretku sljedeći iznosi:
a) Potraživanja ili dijelovi potraživanja koji nisu osigurani,
b) plaćanja nakon nastupanja osiguranog slučaja (čl. 18),

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c) proceeds arising out of any rights and security instruments which were a precondition for cover,
d) the following reductions:

aa) rights of set-off,
bb) reclaimed goods and proceeds under retention of title rights,
cc) proceeds from the sale of goods as defined by Art. 18(2),
dd) proceeds from any other rights and security instruments,
ee) any dividends in liquidation or composition received,

insofar as they apply to the insured receivables. If it is not possible to establish whether the reductions mentioned above are in respect of insured or uninsured accounts, they will be set off against the loss in the proportion of insured to uninsured receivables.

(2) Any payments recovered or the proceeds from relevant sales of goods received between the date of reduction or cancellation of cover and the occurrence of the insured event are to be similarly regulated by the same provisions.

(3) The Insurer will indemnify the insured loss after deducting the self-insured retention.

Art. 22 When is a claim paid? What rights are subrogated to the Insurer?

(1) The Insurer will indemnify a claim when the final insured loss has been established.

(2) If the amount of the loss has not been definitely established 3 months after the insured event has occurred and following receipt of the claim (Art. 20), the Insurer will make a provisional loss settlement. In this connection the Insurer will estimate the amounts which are deductible under Art. 21 in so far as these amounts have not yet been definitely established. If it is not possible to make any approximate estimate, a provisional indemnification will first of all be made in the amount of 50 % of the probable insured loss less the Insured's self-insured retention. (Exception: No estimate will be made in the event of "payment default" as described in Art. 18[1 [a]). The final loss settlement will be made as soon as the necessary documentation is received.

(3) If the validity of a receivable is disputed, the Insurer will only indemnify the receivable if and to the extent that the Insured provides a legally-binding title that can be enforced within the Buyer's domicile (e.g. ruling or acceptance of the receivable).

(4) The Insurer will be subrogated to all legal rights and remedies the Insured has against the Buyer or third parties as well as all secondary rights up to the amount indemnified. The Insured is obliged to undertake all necessary actions for the transfer of such rights at the request of the Insurer. If the insured receivable has been transferred by way of security (Sicherungszession), the Insurer is entitled to withhold indemnification until the assignee has agreed to reassign the receivable to the Insurer.

c) dobici nastali korištenjem ugovornih prava i instrumenata osiguranja, koji su bili preduvjet za osigurateljno pokriće,
d) sljedeća umanjena potraživanja:

aa) kompenzirana potraživanja
bb) povrat robe ili dobici nastali korištenjem prava pridržaja,
cc) unovčenja u smislu čl. 18. stavka 2.,
dd) dobici nastali korištenjem ostalih prava i instrumenata osiguranja
ee) plaćanja kvote,

ako se odnose na osigurana potraživanja. Ako se ne može odrediti odnose li se umanjenja potraživanja na osigurana ili na neosigurana potraživanja, zaračunat će se proporcionalno.

(2) Za umanjenje potraživanja između smanjenja ili ukidanja svote osiguranja i kod nastupanja osiguranog slučaja te odredbe važe na isti način.

(3) Osiguratelj isplaćuje osigurninu osiguranog gubitka umanjenu za svotu samopridržaja.

Čl. 22 Kad se osigurnina isplaćuje? Koja se prava prenose na osiguratelja?

(1) Osiguratelj isplaćuje osigurninu čim primi dokaze za konačni osigurani gubitak.

(2) Ako visina iznosa gubitka još nije konačno određena, osiguratelj će unutar 3 mjeseca nakon nastupanja osiguranog slučaja i nakon zaprimanja obavijesti o šteti (čl. 20) jednokratno sastaviti privremeni obračun štete. Osiguratelj pritom procjenjuje iznose koji se prema čl. 23 odbijaju, a čija je visina još neodređena. Ako procjenu nije moguće približno odrediti, osiguratelj kao privremenu osigurninu najprije isplaćuje 50 posto od mogućeg osiguranog gubitka i toj svoti oduzima svotu samopridržaja. (Iznimka: ako je nastupio osigurani slučaj "Kašnjenje s plaćanjem" prema čl. 18 st.1 sl. a) ne dolazi do procjene. Konačan obračun osigurnine slijedi čim osiguratelj primi potrebne dokaze.

(3) Ukoliko je sporan pravni status nekog potraživanja, osiguratelj će ju obeštetiti samo ako i ukoliko ugovaratelj osiguranja može predočiti pravomoćno pismeno koje je moguće izvršiti u sjedištu kupca (npr. presuda, priznanje).

(4) Na osiguratelja prelaze svi zahtjevi u iznosu svih isplaćenih osigurnina koje ugovaratelj osiguranja ima prema svojim dužnicima, kao i sva neposredna prava. Ugovaratelj osiguranja na zahtjev osiguratelja poduzima potrebne korake za prenošenje prava. Ukoliko je osigurano potraživanje za sigurnost ustupljeno (garantna cesija), osiguratelj s isplatom osigurnine može čekati tako dugo dok se cesionar (novi vjerovnik) ne obveže na prijenos potraživanja osiguratelju.

(5) Ugovaratelj osiguranja obavještava osiguratelja o plaćanjima

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(5) Any payments or other transactions which reduce the outstanding debt which were not included in the loss calculation pursuant to Art. 21 must be notified by the Insured to the Insurer. The Insurer will then make a revised loss settlement where appropriate.

Additional provisions

Art. 23 What exchange rate is to be used for foreign currencies?

(1) The policy currency is the Euro (EUR). It shall be used for all credit limits, premium payments, credit rating fees and indemnifications.

(2) The reference rate of the European Central Bank on the invoice date shall be used for the purpose of determining the euro amounts of receivables denominated in other currencies. Currencies for which no reference rate is available will be converted at the officially published rate of the Oesterreichische Nationalbank. If no official rate is available for the day concerned, the rate applying is the rate for the most recent previous day.

(3) For the calculation of indemnification, the rate will be that applying on the day on which the Insured Event occurred, subject however to this not being higher than that on the invoice date.

(4) Amounts paid or deposited in the debtor's country in a currency other than the agreed currency of the contract between him and the Insured, but not yet transferred or converted into the agreed contract currency shall be converted at the last official foreign exchange rate in the debtor's country on the day prior to the payment or depositing of the amount concerned.

Art. 24 What are the consequences of failure to comply with the duties of the Insured?

If the Insured has failed to meet a legal or contractual obligation or has breached a duty, then the Insurer is released from its liability to indemnify a claim, irrespectively of termination of the insurance policy. The Insurer will not plead exemption from liability to indemnify,

- if the Insured was not to blame for the breach of its duties of conduct, or
- if the breach of the duties of conduct did not have any influence on the occurrence of the insured event, or
- to the extent that the breach of the duties of conduct had no influence on the scope of the indemnification to be provided by the Insurer.

Art. 25 Can the right to indemnification be pledged or assigned?

It is not permissible to pledge the right to indemnification in any form.

In any assignment of the right to indemnification, all legal remedies available to the Insurer, as well as the right of set-off, shall also be valid against the assignees. The amount of the indemnification will however only be ascertained in consultation with the Insured.

ili umanjenju potraživanja koja se kod obračunavanja gubitka (čl. 21) nisu uzimala u obzir. Osiguratelj u tom slučaju ispostavlja novi obračun za osigurninu.

Ostale odredbe

Čl. 23 Kako se preračunavaju strane valute u ugovorne valute?

(1) Valuta dogovorena ugovorom je euro (EUR). Vrijedi za svote osiguranja, plaćanje premija, naknade za provjeru kreditne sposobnosti i isplatu osigurnine.

(2) Računi koji su izdani u nekoj drugoj valuti preračunavaju se kod određivanja svote potraživanja po važećem tečaju Europske centralne banke na dan izdavanja računa. Valute za koje ne postoji referentni tečaj preračunat će se prema tečaju koji je za taj dan odredila Austrijska narodna banka. Ukoliko za navedeni dan nije objavljen mjerodavan tečaj, tada vrijedi tečaj onog prethodnog dana, za koji je objavljen tečaj.

(3) Za obračunavanje osigurnine koristi se tečaj dana na koji je nastupio osigurani slučaj, no ne viši od onog koji je vrijedio na dan izdavanja računa.

(4) Iznosi koji se u državi zemlje dužnika nisu isplatili u dogovorenoj valuti ili koji su deponirani i još nisu konvertirani u ugovorom dogovorenu valutu, preračunavaju se u ugovorom dogovorenu valutu po posljednjem važećem tečaju zemlje dužnika objavljenom na dan prije isplate ili deponiranja.

Čl. 24 Koje su posljedice povrede dužnosti ili obveza ugovaratelja osiguranja?

Ako ugovaratelj osiguranja nije ispunio neku zakonsku ili ugovornu obvezu ili ju je prekršio, osiguratelj u tom slučaju ne isplaćuje osigurninu. To pravilo vrijedi neovisno o raskidu ugovora o osiguranju. Osiguratelj se neće pozvati na ugovorom dogovorenu mogućnost neisplate osigurnine ako,

- nepoštivanje obveza nije nastalo krivnjom ugovaratelja osiguranja ili
- nepoštivanje obveza nije utjecalo na nastupanje osiguranog slučaja ili
- ukoliko povreda nije utjecala na opseg usluge koju je osiguratelj morao provesti.

Čl. 25 Može li se osigurnina založiti ili prenijeti?

Zalog zahtjeva za odštetom nije dopušten.

U slučaju prijenosa osigurnine osiguratelj zadržava sva prava osporavanja i prava prijenosa i prema vjerovnicima. Iznos osigurnine obračunava se samo u dogovoru s ugovarateljem osiguranja.

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Art. 26 What happens if the Insured becomes insolvent?

If insolvency proceedings are opened in relation to the Insured's assets, the Insurer is entitled to terminate the insurance policy with a notice period of one month (Section 14 of the Austrian Insurance Contract Act).

Art. 27 How can this policy be altered? Which law applies?

(1) Declarations concerning the existence or content of the insurance relationship – in particular termination, rescission, assignment of payment claims – must be made in writing with handwritten signature (Section 886 of the Austrian General Civil Code). Written form is sufficient for all other declarations (Section 1b of the Austrian Insurance Contract Act. The contractual language of this policy is German.

(2) Austrian law shall apply, to the exclusion of conflict of law rules and UN commercial law. In addition to the contractual provisions, the provision of the Austrian Insurance Contract Act (VersVG), the Austrian Commercial Code (UGB) and the Austrian General Civil Code (ABGB) shall apply. Place of performance and sole place of jurisdiction is Vienna.

Čl. 26 Što će se dogoditi ako ugovaratelj osiguranja nije platežno sposoban?

Ukoliko se nad imovinom ugovaratelja osiguranja pokrene stečajni postupak osiguratelj može raskinuti ugovor s otkaznim rokom od mjesec dana (§ 14 Zakona o sklapanju ugovora o osiguranju).

Čl. 27 Kako se ovaj ugovor može promijeniti? Koji zakon vrijedi?

(1) Izjave, koje se odnose na stanje ili sadržaj osigurateljnih odnosa – a osobito na raskid, odustanak ili prijenos zahtjeva za isplatu osigurnine – potrebno je dostaviti u pisanom obliku (čl. 886 Općeg građanskog zakonika). Za sva ostala objašnjenja dovoljan je pisani formular (čl. 1b Zakona o ugovoru o osiguranju). Ugovorni jezik je njemački.

(2) Primjenjuje se austrijsko pravo uz isključenje pravila o rješenju sukoba nadležnosti i trgovačkog prava UN-a. Kao nadopuna se prije svega primjenjuju regulacije Zakona o ugovoru o osiguran-ju, Zakona o poduzetništvu i Općeg građanskog zakonika. Mjesto izvršenja i nadležni sud je u Beču.

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