

Declaration of authorisation, undertaking and prevention of corruption of the exporter for buyer credit insurance

V3.0, as of 6 May 2009

Schweizerische Exportrisikoversicherung
Assurance suisse contre les risques à l'exportation
Assicurazione svizzera contro i rischi delle esportazioni
Swiss Export Risk Insurance



Place/Date	Reference
Sender company	Export good
Contact person	Project
Street	Country
Postcode/Place	Buyer
Telephone	
E-mail	

Declaration of authorisation:

The _____ (hereafter "financing institution") intends to conclude a credit agreement for the amount of _____ (currency/amount) with _____ (borrower based abroad). This credit shall serve to settle our accounts receivable deriving from an export contract with _____ (buyer), concerning the delivery (-ies)/service(s) specified above.

We hereby confirm that the Swiss value added of this delivery and/or services is _____ %.

We authorise the financing institute to apply to SERV for the conclusion of a buyer credit insurance.

Declaration of undertaking:

1. We hereby undertake the following:

1.1 We will immediately furnish the financing institute with complete and correct information concerning all circumstances that are of importance for the assumption of the buyer credit risk insurance and to inform the financing institution without delay of any changes or risk aggravating factors (e.g. negative changes in the financial situation, payment delay of more than one month in connection with all export transactions with the buyer, requests for deferred payment or delayed acceptance of delivery on the part of the buyer) that become known to us up until the complete settlement and fulfilment of the export contract.

1.2 We will provide SERV at any time with information regarding the settlement status of the export contract and other circumstances that may be of importance in relation to the buyer credit insurance.

1.3 If the insured buyer credit is utilised on the basis of progress payments made prior to the actual delivery(-ies) and/or rendering of service(s), we will not discontinue or interrupt manufacturing in manner likely to jeopardise fulfilment of the export contract without the consent of SERV.

2. We undertake to reimburse SERV all indemnification that has been paid in connection with claims made under the buyer credit insurance based on the declaration of authorisation made above. Such reimbursement will be made on first demand and will include a five percent interest from the date of SERV's indemnification until reimbursement if any or all of the following occur:

2.1 In the event that we have breached any of our undertakings under paragraph 1, and
a) SERV, acting in good faith, would not have assumed the buyer credit insurance; would not have assumed the buyer credit insurance to the extent it did; or would have assumed the buyer credit insurance under different conditions; or

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- b) the breach of obligations was committed after assuming the buyer credit insurance and resulted in an obligation to pay compensation.

2.2 In the event that we and/or our agents are obliged to deliver and/or render services under the export contract and

- a) in its judgement, SERV has sufficient evidence to show that the compensation liability of SERV is attributable to a breach of the export contract on our and/or our agents' part; or
- b) the fulfilment of the loan agreement is refused by the borrower on the grounds that we or our agents have breached our obligations under the export contract.

We shall be entitled to release ourselves from the reimbursement liability by providing proof that the compensation liability of SERV was not caused by a breach of the export contract on our part or on the part of our agents. SERV shall be entitled to demand that we provide proof of this in the form of a judgement made by a competent court of law.

2.3 In the event that we or anyone acting on our behalf, such as employees or agents, have been engaged in acts of bribery of foreign public officials or of representative of international organisations or have committed any other criminal offence in order to either induce the conclusion of the export contract or an unbecoming advance in connection with the export contract.

Prior to demanding reimbursement payment, SERV shall grant us the opportunity to respond within 30 days.

We hereby renounce the right to offset the reimbursement liability against counterclaims.

3. The federal administrative law of Switzerland is applicable. The Federal Administrative Court shall have sole jurisdiction over disputes in connection with this declaration of authorisation and undertaking (Art. 35 let. a of the Swiss Administrative Court Act).

Declaration of prevention of corruption

The applicant is aware that for insurance to be granted and be valid, it is a prerequisite that Swiss legal provisions are and will be complied with in connection with the export contract forming the basis of the loan agreement for which cover is sought under this application.

We confirm that

1. neither we nor anyone acting on our behalf, such as employees or agents, have been engaged or will engage in acts of bribery of foreign public officials or of representatives of international organisations or have committed or will commit any other criminal offence, in order to either induce the conclusion of the export contract or an unbecoming advance in connection with the export contract forming the basis of the loan agreement for which cover is sought under this application;
2. we are not listed on the publicly available debarment lists of the following international financial institutions: World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development and the Inter-American Development Bank;

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3. neither we nor anyone acting on our behalf in connection with the export contract forming the basis of the loan agreement for which cover is sought under this application, such as employees or agents,
- a) are currently under charge in a national court or
 - b) within a five-year period preceding the application
 - b.1) have been convicted in a national court or
 - b.2) been subject to equivalent national administrative measures
- for a violation of laws against bribery of foreign public officials of any country or representatives of international organisations.

Duty of disclosure

We commit ourselves to, during the financing institute's application procedure and after the insurance applied for has been granted, giving full and accurate information about any circumstances of the export transaction that are materially relevant to the granting of the export credit insurance. This also includes answering SERV's questions regarding the identity of persons who are or were involved on their behalf in arranging the export contract (agents), and the reason for and amount of any payments to those persons.

Information

We have taken note of Art. 102, 322 ter, 322 quinquies, 322 septies and 322 octies of the Swiss Penal Code, Art. 4 let. a and 23 of the Federal Act on Unfair Competition as well as of Art. 26 of the Federal Act on the Swiss Export Risk Insurance.

Place and date

Legally binding signature of the exporter/company stamp