

## **ADDENDUM 9 - SMALL EXPORTERS ADDENDUM**

1. This addendum constitutes an integral part of the insurance policy.
2. It is hereby warranted and agreed that in respect of the export of goods and/or provision of services during the insurance period, as defined **in appendix "A"**, the special terms and conditions of the policy appendix, as may be modified from time to time (hereinafter referred to as "appendix "A"), the following changes shall apply:

- 2.1 Clause 9.1 shall be deleted and shall be replaced by the following: **"Unless the Company otherwise approves in advance and in writing, the Insured undertakes to offer the Company to cover all its export consignments and also the services provided by it pursuant to export agreements, provided that the total of the considerations that are expected to be received in respect of all the export consignments that shall be effected to the purchaser and the services that shall be provided to the purchaser during the insurance period shall not be less than \$ 100,000; and such being by submitting an application to the Company to determine the credit limit as set forth in clause 10 of the policy in respect of the purchaser to which the consignment was sent or the service supplied.**

**The provisions of this clause are material provisions for the purposes hereof and the Company shall not be liable for any debt deriving from or connected with an export assignment and/or provision of a service not offered to be covered by the Insured and/or for which a credit limit is not given by the Company, and such being without prejudice to any other right given to the Company pursuant hereto and at law.**

- 2.2 Clauses 12.1.1 and 12.1.2 of the policy are cancelled.

- 2.3 Clause 13 shall be deleted and shall be replaced by the following:

### **3.1 Rate Of The Insurance Premiums**

- 3.1.1 “The Insured is liable to pay insurance premiums in respect of considerations for the export consignments and the services provided to covered purchasers. The rate of the insurance premiums shall be determined by the Company at the time of issuing the policy and/or at the time of the renewal thereof and as set forth in appendix “A””.

**The insurance premiums shall be paid in advance at the time of and as a condition for the issue/renewal of the policy.**

#### **Preliminary Examination Fees**

At the time of submitting the application to insure consignments and services, the Insured shall itemise a list of purchasers being proposed for cover and the Insured shall also send the Company preliminary examination fees in an amount that shall be determined by the Company (hereinafter referred to as “preliminary examination fees”).

- 3.1.2 The Company shall consider applying the insurance cover pursuant to the policy to the purchasers proposed for cover and shall give the exporter notice of its decision.

**If the Company decides to make a cover offer to the Insured pursuant to the list of purchasers that was presented and the exporter decides not to open the insurance policy, the preliminary examination fees shall be forfeited.**

If the exporter delivers an acceptance of the proposed cover, which was presented to it by the Company, the preliminary examination fees shall be set off from the amount of the insurance premiums that the exporter is under

a duty to pay upon the issue of the policy, as a condition for the issue thereof.

- 3.2 The Company may at any time and in its sole discretion modify the rate of insurance premiums by giving written notice to the Insured. In such event, the modification shall apply to export consignments that were despatched and services that were supplied on a date later than the modification notice date.”**

**B.S.S.CH. - The Israel Credit Insurance Company Lt**