**Enclosure No. 1. to the Application for Insurance No. \_\_\_\_\_\_\_\_\_\_\_**

*(to be filled out by HBOR)*

***– to be filled out by Exporter***

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| **Name of Programme:** **Insurance of Buyer Credit** |

***It is necessary to fill in all fields or indicate "in the attachment" if the information is submitted in an attachment of the Enclosure or "not applicable" / "N/A" if the question is not applicable.***

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| **1. DATA ON EXPORTER** | | |
| Name | Legal form | |
| Headquarters address (street, number, postal code, city) | OIB (PIN) | Registration number |
| Persons responsible for the company’s operations – members of the management board or supervisory boards, proxies etc. (name and surname, position) | Contact person (name and surname, position, phone, e-mail) | |
| Year of establishment | Size of business entity (in accordance with the EU definition[[1]](#footnote-1)):  Micro  Small  Medium  Large | |
| Code and name of the main activity according to the National Classification of Activities/NACE |  | |
| Ownership structure (please, state to the level of ultimate owner or attach in the Enclosure) | Number of employees        on | |
| Connected clients  Are you (directly or indirectly) connected in terms of ownership with the Foreign Buyer?  No  Yes – *please, explain*: | Are you a part of the Group?  No  Yes – *state or attach in the Enclosure the basic information about the Group (including Group name, parent company name, other Group members etc.)*: | |
| Short description of business (please, state or attach in the Enclosure) | | |

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| **2. DATA ON EXPORT CONTRACT**  ***(An export contract that has not yet been formally concluded is also deemed an Export Contract)*** | |
| Subject matter of the Export Contract (goods and services, describe in details) | Reference (number and date of conclusion, annexes, if any) |
| Amount and currency of the Export Contract | Export Contract obtained on the basis of:  Tender / auction – *state the main information*:  Direct deal  Others – *please, explain*: |
| Importing country | Is the Export Contract part of a larger project?  No  Yes – *describe (e.g. name of the project, investor, other contractors, link to web page with information on the project etc.)*: |
| The agreed terms and conditions and dynamics of performance of the Export Contract *(if several deliveries are envisaged, it is necessary to attach the plan of deliveries with this Enclosure 1*):   * Expected duration of production of goods and services (date of start and completion, dynamics): * Expected duration of deliveries of goods and/or services (date of start and completion, dynamics): * Does the Export Contract include other obligations of the Exporter, in addition to production and delivery?   No  Yes – *mark*:  assembly  supervision  commissioning – *expected date of commissioning*:  other obligations – *explain*:   * Terms and conditions of delivery (INCOTERMS – parity and place of delivery): * Documents providing the proper performance of the Export Contract (e.g. handover record, signed consignment note / delivery note, waybill /bill of lading, copy of receipt etc.): | |
| Has any obligation of the Exporter after due fulfilment of the Export Contract been agreed (e.g. for elimination of defects in the warranty period, supply of equipment and spare parts etc.)?  No  Yes – *explain*: | Have any obligations of the Foreign buyer been agreed (e.g. buyers supply of certain documents, equipment, parts, execution of preliminary work, etc.) that are important or are a prerequisite for due fulfilment of the Export Contract by the Exporter?  No  Yes – *explain*: |
| Manner of financing of Export Contract (in %)   * Advance payment:       % * Loan:       % * Other:       % - *please explain*: | Terms of payment of the Export Contract (in currency)   * Advance payment (amount and date of payment or expected date of payment): * Deferred payment (amount and deferral periods): |
| Contracted governing law under the Export Contract    If the governing law is not the law of the Republic of Croatia, do you have a legal opinion on the features of the contracted law?  Yes – *describe or attach to the Enclosure*:  No - *explain*: | Contracted court jurisdiction in case of disputes and arbitration |
| Is the export good/service considered a dual-use item[[2]](#footnote-2)?  No  Yes – *elaborate and describe whether all necessary export licences have been obtained*: | |
| Other data on the Export Contract | |

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| **3. ORIGIN OF GOODS/SERVICES UNDER THE EXPORT CONTRACT** |
| Second-hand goods  No  Yes, partially or in full - *explain*: |
| Share of goods and services in the total value of the Export Contract amounts (or will amount) to   1. Croatian share: at least      %, and relates to *(describe in details, e.g. work, materials, equipment, suppliers etc.)*:      1. Foreign share      %, and relates to:   State % per individual countries:  State the type of goods and services by countries: |
| Importance of the Export Contract for the Exporter *(describe)* |

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| **4. FINANCIAL AND MARKET POSITION OF EXPORTER *(describe)*** |
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| **5. FORMER EXPERIENCE OF THE EXPORTER WITH THE FOREIGN BUYER *(describe)*** |
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| **6. FORMER EXPERIENCE OF THE EXPORTER ON FOREIGN MARKET *(describe)*** |
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| **7. EXPORTER’S ABILITY TO PERFORM EXPORT CONTRACT (REFERENCES, EXPERIENCE) *(describe)*** |
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| **8. SUSTAINABLE OPERATIONS - IMPACT OF EXPORT TRANSACTION ON THE ECONOMIC, ENVIRONMENTAL AND SOCIAL ASPECTS OF THE IMPORTING COUNTRY** |
| **Sustainable export finance**  To be filled in if the agreed payment deadlines of the export contract are one year or longer[[3]](#footnote-3) and the export transaction subject matter is not the export of military equipment or agricultural products: |
| N/A; payment deadlines are shorter than one year and/or the export transaction subject matter is export of military equipment or agricultural products  Yes:   * Is the Foreign buyer a public obligor or publicly guaranteed obligor[[4]](#footnote-4)?   ☐ No ☐ Yes   * Does the exporting country belong to low-income countries?[[5]](#footnote-5)   ☐ No ☐ Yes |
| If the answer to both of the previous two questions is "Yes", the following must be submitted as attachments to the Application for Insurance:   * explanation of how the export transaction contributes to the fostering of the economic and social progress of the importing country without jeopardising its financial future and long-term development, and * if the value of the export contract exceeds SDR 5 million[[6]](#footnote-6), or in case of countries with a level of national income lower than USD 1 billion if the value of the export contract exceeds SDR 1 million: certificate of the appropriate state body (the body responsible, under the national laws of the foreign buyer’s country, for the country's development and borrowing plans; usually a department in the Ministry of Finance or the central bank responsible for debt management) confirming that the export business/cost is in line with the policies of the International Monetary Fund or the World Bank for the respective country. |
| **Environmental protection and impact on society**  If the contracted payment deadlines under export contract are two years or longer2 and the export transaction subject matter is not export of military equipment or agricultural products, the completed Questionnaire on Environmental Protection and Impact on Society has to be enclosed with the Application for Insurance. |
| N/A; payment deadlines are shorter than two years and/or the export transaction subject matter is export of military equipment or agricultural products;.  Yes, the attachment is filled in and submitted. |

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| **THE FOLLOWING HAS TO BE ATTACHED TO THIS ENCLOSURE NO. 1 TO THE APPLICATION:** |
| * Financial documentation of Exporter (audited financial statements) * Certificate of the Tax Administration on the balance of the Exporter's debt based on public contributions issued not more than 30 days beforehand, * Explanation of the contribution of the export business to the stimulation of the economic and social progress of the importing country *(if applicable, taking into consideration the answers from item 8 of this Application)* * Confirmation by a state body from the importing country that the export business/cost is in accordance with the policies of the International Monetary Fund or the World Bank (*if applicable, taking into consideration the answers from item 8 of this Application*) * Questionnaire on Environmental Protection and Impact on Society *(if applicable, taking into consideration the answers from item 8 of this Application)* |
| **OTHER ENCLOSURES *(please, state)*:** |
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| **Other provisions**  If a request for information is received, pursuant to the Right of Access to Information Act HBOR shall deliver the following information on the exporter: company name, amount of the sum insured, programme of insurance under which export credit insurance has been approved. Should, after this Application has been submitted and/or after the Insurance Contract has been executed, the volume of publicly available information increase/decrease due to a judgement made by any court, possible amendments to the regulations and/or any other decision made by any competent body/bodies, HBOR shall deliver to the applicants the information relating to their respective requests for information that the courts deem to be publicly available information or that the regulations and/or competent body/bodies determine to be publicly available information on the day when such information is submitted. |

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| **Statements by the Exporter**  **Statement on the accuracy and truthfulness of data**  The Exporter hereby declares, under substantive and criminal liability, that all data stated in this Enclosure No. 1 to the Application are true and complete, and that it has not concealed any data which might affect the execution and fulfilment of the Insurance Contract. Should a change in the data stated in Enclosure No. 1 to the Application occur, it shall immediately inform HBOR thereof.  **Statement on compliance with the Exporter's obligations under the Insurance Contract**  The Exporter declares that it has received, read and understood the currently valid Buyer Credit Insurance Programme and the accompanying General Terms and Conditions, and that it will:   * upon conclusion of the Insurance Contract, at the request of the Insurer, conclude a Recovery Contract with the Insurer, * at the Insurer's request, without delay, deliver to the Insurer in writing all details on the implementation of the Export Contract, which in particular includes the text of the Export Contract itself and other documents and notices relating to the Export Contract, as well as relating to the Recovery Contract (if the Recovery Contract is concluded), * inform the Insurer in writing of all circumstances of which it becomes aware, which could jeopardise the orderly fulfilment of the Export Contract and/or the Recovery Contract (if the Recovery Contract is concluded), and in particular inform the Insurer of any non-compliance with the deadlines for the fulfilment of the Export Contract by the Exporter, * at the Insurer's request, suspend the fulfilment of the Exporter's obligations under the Export Contract, which in particular refers to the suspension of the delivery of goods and the performance of services to the Foreign Buyer immediately upon the Borrower’s delay in payment and other obligations under the Export Contract.   **Protection of personal data**  The Exporter confirms that it is familiar with its rights and information on the processing and protection of personal data processed by the Insurer, published in the documents Privacy Policy and Information for Data Subjects. The principles and rules of personal data processing are regulated by the documents Privacy Policy and Information for Data Subjects, which are publicly available on the Insurer's website at: [www.hbor.hr](https://eur02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.hbor.hr%2F&data=05%7C01%7Cnmlinarec%40hbor.hr%7C47b7ee6601504aaa1ce408dafebda7f2%7C478d151e37db4a62833b4b989ce41c1c%7C0%7C0%7C638102387767214498%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=LZ36bokV0eH8%2FW9jWgts%2FUyeAIgujb4WLiN1MHoI%2BZ4%3D&reserved=0).  The Insurer processes personal data exclusively for the purpose of insurance business for which the Insurer is authorised by the applicable regulations.  In accordance with the regulations governing the field of personal data protection, particularly the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and on repealing Directive 95/46/EC (General Data Protection Regulation) as well as the General Data Protection Regulation Implementation Act, the Insurer shall preserve the confidentiality of all personal data regardless of whether personal data are entrusted to it for processing or have otherwise become known or available to it during a contractual relationship.  **Statement on giving consent for the public disclosure of data**  The Exporter gives its consent to HBOR for public disclosure of the following data, if export transaction is considered from the standpoint of environmental protection and impact on society and is classified in the category A or B:   * Name of programme, * Name of Exporter, * Name and description of project, * Classification of project category and reasons for such classification (including type of project and type of reviewed documentation), * Country in which the project is carried out.   The Exporter gives its consent to HBOR for public disclosure of the following data for the purpose of reporting to the relevant and regulatory bodies:   * Name of programme, * Insured sum, * Duration of insurance, * Name and activity of Exporter, * Type of goods and/or services that are the subject matter of export credit insurance, * Foreign buyer and importing country, * Indemnity, * Insurance premium, * If export transaction is considered from the standpoint of environmental protection and impact on society and is classified in category A or B: name of programme, name of exporter, name and description of project, classification of project category, reasons for such classification (including type of project and type of documentation reviewed), country in which the project is carried out, * Other data in accordance with the requirements of the relevant and regulatory bodies.   With respect to the stated data, HBOR is released from the obligation to maintain banking secrecy provided for in the provisions of applicable Credit Institutions Act, i.e., its possible amendments. For the publication of other data collected by HBOR in the performance of export credit insurance operations, HBOR is obliged to request the prior written consent of the Exporter, unless otherwise specified by the relevant regulations or unless the data are already publicly available.  **Statement on compliance with the regulations against bribery in international trade**  The Exporter takes notice of the fact that the insurance of officially supported export credits, which HBOR provides as the Insurer for and on behalf of the Republic of Croatia, cannot be given to exports negotiated by way of bribery in international trade.  The Exporter declares that:   * There was no violation of anti-bribery regulations in international trade when concluding the export contract\*, * Neither the Exporter nor any natural person nor legal entity acting on its behalf in connection with the export contract is listed on any of the debarment lists of the following international financial institutions: the World Bank Group (WB Listing of Ineligible Firms and Individuals), the European Bank for Reconstruction and Development (EBRD Debarment List), the Asian Development Bank (Anticorruption and Integrity Sanctions), the Inter-American Development Bank (Sanctioned Firms and Individuals), the African Development Bank (List of Debarred Entities), * Neither the Exporter nor any natural person nor legal entity acting on its behalf in connection with the export contract has been accused, nor has been convicted in the past 5 years, of violating the regulations against bribery of public officials in any country, * Commissions and fees paid, or agreed to be paid, to any natural person or legal entity acting on behalf of the Exporter in connection with the export transaction, such as a representative (an agent), are, or will be, only for lawful services, * It shall, at the request of HBOR, submit information on: * the identity of any natural person or legal entity, such as a representative (an agent), acting on behalf of the exporter and, if necessary, other parties in connection with the export transaction, * the amount and purpose of commissions and fees paid, or agreed to be paid, to such persons, * the name of the country or the jurisdiction of the country in which the commissions and fees were paid or agreed to be paid.   \*Article 5 b) of the Convention on the Organisation for Economic Co-operation and Development of 14 December 1960; the OECD Guidelines for Multinational Enterprises [C(76)99/FINAL, as amended] (hereafter the “MNE Guidelines”) (in particular, Chapter VII on Combating Bribery, Bribe Solicitation and Extortion), the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (hereafter the “Anti-Bribery Convention”), the Recommendation for Further Combating Bribery of Foreign Public Officials in International Business Transactions [C(2009)159/REV1/FINAL as amended] (hereafter the “2009 Recommendation”) (including its Annex II: Good Practice Guidance on Internal Controls, Ethics & Compliance, which is an integral part of the 2009 Recommendation), the Recommendation of the Council on Public Procurement [C(2015)2] and the Recommendation of the Council for Development Co-operation Actors on Managing the Risk of Corruption [C(2016)156].  **Statement on non-conviction**  By signing this Statement, I confirm, personally and for and on behalf of the Exporter, that no final conviction has been pronounced against the Exporter and the owner and the person legally authorised to represent it and the proxy who takes legal action for it when establishing a business relationship for one or several of the following criminal offences:   1. *Crimes against Humanity and Human Dignity* (Article 88 Genocide, Article 89 Crime of Aggression, Article 90 Crime against Humanity, Article 91 War Crime, Article 92 Infringement of Inviolability of Parlementaires, Article 93 Abuse of International Emblems, Article 94 Unjustifiable Delay in the Repatriation of Prisoners of War, Article 95 Recruitment of Mercenaries, Article 96 Command Responsibility, Article 97 Terrorism, Article 98 Financing of Terrorism, Article 99 Public Incitement to Terrorism, Article 100 Recruitment for Terrorism, Article 101 Training for Terrorism, Article 101a Travelling for the Purpose of Terrorism, Article 102 Terrorist Association, Article 103 Preparing Criminal Offences against Values Protected under International Law, Article 104 Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment, Article 105 Slavery, Article 106 Trafficking in Human Beings, Article 107 Trafficking in Human Body Parts and Human Embryos, Article 108 Cloning and Human Genome Changes, Article 109 Prohibition to Mix Human Sex Cells with Animal Sex Cells) 2. *Individual Criminal Offences against Labour Relations and Social Insurance* (Article 134 Violation of Social Insurance Rights and Article 135 Illegal Employment) 3. *Criminal Offences against Property* (Article 228 Theft, Article 229 Aggravated Theft, Article 230 Robbery, Article 231 Violent Theft, Article 232 Embezzlement, Article 233 Embezzlement at Work, Article 234 Unauthorised Use of Another’s Movable Property, Article 235 Property Damage, Article 236 Fraud, Article 237 Pyramid Scheme, Article 238 Insurance Misuse, Article 239 Misuse of Cheques and Payment Cards, Article 240 Abuse of Trust, Article 241 Violation of Another’s Rights, Article 242 Usurious Contract, Article 243 Extortion, Article 244 Concealment) 4. *Criminal Offences against the Economy* (Article 246 Abuse of Trust in Business Dealings, Article 247 Fraud in Business Dealings, Article 248 Violation of Duty to Keep Commercial and Business Records, Article 249 Causing Bankruptcy, 250 Favouritism towards Creditors, Article 251 Receiving or Giving Bribes during Bankruptcy Proceedings, Article 252 Receiving Bribes in Business Dealings, Article 253 Giving Bribes in Business Dealings, Article 254 Misuse of Public Procurement Procedures, Article 255 Deceptive Advertising, Article 256 Tax or Customs Duty Evasion, Article 257 Avoiding Customs Controls, Article 258 Subsidy Fraud, Article 259 Insider Dealing, Article 260 Capital Market Manipulation, Article 261 Unauthorised Use of Another’s Company Name, Article 262 Disclosure and Unauthorised Obtainment of Business Secret, Article 263 Illicit Production, Article 264 Illicit Trade and Article 265 Money Laundering) 5. *Criminal Offences of Forgery* (Article 274 Counterfeiting Money, Article 275 Counterfeiting Securities, Article 276 Counterfeiting Value Signs, Article 277 Counterfeiting Signs for the Marking of Goods and Falsifying Measures and Weights, Article 278 Forging Documents, Article 279 Forging Official or Business Documents, Article 280 Abuse of Identification Document, Article 281 Certification of Untrue Content, Article 282 Issuing and Using an Untrue Medical or Veterinary Certificate, Article 283 Producing, Procuring, Possessing, Selling or Giving to Another for Use Forgery Tools) 6. *Individual Criminal Offences against Public Order* (Article 328 Criminal Association, Article 329 Committing a Criminal Offence as a Member of a Criminal Association)   set forth in the Criminal Code (Official Gazette of the Republic of Croatia Nos. 125/11,144/12, 56/15, 61/15 and 101/17, 118/18), unless the person has undergone rehabilitation in accordance with the law governing the legal consequences of conviction, criminal records and rehabilitation, as well as for the following criminal offences set forth in the Criminal Code (Official Gazette of the Republic of Croatia Nos. 110/97, 27/98, 50/2000, 129/2000, 51/01, 111/03, 190/03 – Decision of the Constitutional Court, 105/04, 84/05, 71/06, 110/07, 152/08 and 57/11) that are in legal continuity with the criminal offences referred to from a) to f), or, in case of a foreign person, for the criminal offences that in terms of their description and consequences correspond to the stated criminal offences.  I confirm, under substantive and criminal liability, personally and for and on behalf of the Exporter, that I am, as a person legally authorised to represent or authorised by persons authorised to represent, aware that the prescribed penalties and sanctions will be applied in case of giving a false statement, and I accept all consequences that the Exporter may incur as a result of the aforementioned. I will personally notify you within 15 working days should any changes occur relating to the aforementioned information. |

**Exporter**

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| Place and date | **Person legally authorised to represent or authorised by persons authorised to represent**  Name and surname:  Position:  Signature: |

1. Commission Recommendation No. 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (OJ L 124, 20 May 2003, pages 36-41) [↑](#footnote-ref-1)
2. The term “dual-use items” means items, including software and technology, which can be used for both civil and military purposes, and shall include all goods which can be used for both non-explosive uses and assisting in any way in the manufacture of nuclear weapons or other nuclear explosive devices. In the EU, this area is regulated by the Council Regulation (EC) No 428/09 of 5 May 2009 and all subsequent changes and amendments. [↑](#footnote-ref-2)
3. In the case of export contracts where payments are made according to the stages of execution of the export contract, it is observed whether the payment deadlines of each stage are individually one/two years or longer. [↑](#footnote-ref-3)
4. Public obligors or publicly guaranteed obligors are all debtors whose debt is guaranteed by a public entity. In this context, a public entity refers to the central government, units of local and regional government and public enterprises, the loan obligations of which, in case of non-fulfilment, would be assumed by the government of that country. [↑](#footnote-ref-4)
5. Lower income country is a country that meets the conditions for financing through the Poverty Reduction and Growth Trust of the International Monetary Fund (PRGT) or a country that has access to interest-free loans or grants from the International Development Association of the World Bank Group, - IDA-only country. The list of these countries is available on the websites of the OECD, the World Bank and the International Monetary Fund. [↑](#footnote-ref-5)
6. Special Drawing Rights (SDR) are the accounting currency of the International Monetary Fund whose value is determined based on the daily average of the so-called mean values, the so-called "currency basket", which currently consists of five world currencies: the US dollar (USD), the euro (EUR), the yuan renminbi (CNY), the yen (JPY) and the pound sterling (GBP). The daily value of the SDR is published on the website of the International Monetary Fund.

   (<https://www.imf.org/external/np/fin/data/rms_five.aspx>). [↑](#footnote-ref-6)