**The lender and the seller (hereinafter referred to as the ‘Applicant’) wishing to obtain forfaiting from Credendo[[1]](#footnote-1)**, **are invited to fill in this form and the declaration attached.**

**Application form**

**Forfaiting of a supplier credit for the exports of capital goods**

1. **General information about the transaction**
	1. Information relating to the parties to the commercial contract
* **Lender**
	+ Name and legal form of the lender:

If the lender is not yet a Credendo client:

* + Address:
	+ Company registration number:
	+ Sector:
	+ Website:
	+ Contact person:
	+ Telephone:
	+ E-mail:
* **Seller (if not the lender)**
	+ Name and legal form of the seller:

If the seller is a foreign entity belonging to a group that is a Credendo

client, name of the group:

If the seller is not yet a Credendo client:

* + Address (country included if it is a foreign entity):
	+ Company registration number:
	+ Sector:
	+ Website:
	+ Contact person:
	+ Telephone:
	+ E-mail:
* **Buyer/Borrower**
	+ Name and legal form of the buyer:
	+ Registered address, country included:
	+ Company registration number:
	+ Sector:
	+ Website:

Please submit the buyer’s/borrower’s (audited) financial data of the last 3 years.

* **Guarantor (through guarantee on the bills)**
	+ Name and legal form of the guarantor:
	+ Registered address, country included:
	+ Company registration number:
	+ Sector:
	+ Website:
	+ Affiliation with the buyer/borrower:

Please submit the guarantor’s (audited) financial data of the last 3 years.

* **End user**
	+ Name and legal form:
	+ Registered address, country included:
	+ Affiliation with the buyer/borrower:
	1. Experience with the buyer/borrower and/or guarantor
* **Buyer/borrower:** [ ]  Yes [ ]  No

If yes, please give more details:

* + Number of transactions/amount of the transactions:
	+ Payment terms:
	+ Payment experience:
* **Guarantor:** [ ]  Yes [ ]  No

If yes, please give more details:

* Number of transactions/amount of the transactions:
* Payment terms:
* Payment experience:
	1. Information relating to the contract (commercial contract and financial conditions)
		1. Object of the contract
* Detailed description of the goods to be delivered:
* Detailed description of other contractual obligations (any additional limited performance/installation, etc.):
* Is the contract linked to an expansion of the buyer's activities? [ ]  Yes [ ]  No

If yes, please give more details:

* + characteristics of the project:
	+ exact location where the project will be realised:
	+ does the buyer have any other costs related to the expansion?

If so, please give more details (what costs are involved, price, payment terms, etc.):

* + 1. Performance duration
* Delivery(ies):      months after the entry into force of the contract
* Installation:       months after the delivery
* Other contractual obligations:

* + 1. Amount of the contract
* Currency: [ ]  EUR [ ]  USD [ ]  GBP
* Amount:
	+ 1. Payment terms
* Advance:      % (min. 15% of the amount of the contract)
* Amount of the supplier credit:                 (max. EUR 8,000,000), which is      % of the amount of the contract
* Credit start date: [ ]  delivery date [ ]  installation
* Repayment: in       [ ]  semi-annual payments [ ]  quarterly payments[[2]](#footnote-2) equal in principal, but increased by the degressive credit interest amount
* Interest:      % p.a.
* Commercial paper: [ ]  bills of exchange [ ]  promissory notes
	+ 1. Belgian interest
* Belgian interest:
	+ Share of deliveries/performance by the seller (excl. profit margin):      %
	+ Share of potential Belgian subcontractors (names, products and amount):      %
* Foreign share:      %
	+ Deliveries/services:
	+ Amount:
	+ Name of supplier(s) and country of origin:
		1. Status of the contract/financial conditions

[ ]  under negotiation

[ ]  signed:

Date of signing of the contract:

Date of entry into force of the contract:

Date of signing of the financial conditions:

Date of entry into force of the financial conditions:

* + 1. Social and environmental impact of the project
* Is the transaction related to a project (specific geographic location, specific infrastructure, existing building)? [ ]  Yes [ ]  No

If yes: what is the exact location of the project:

Depending on the impact on the environment or on the local populations, additional questions may be asked.

* 1. Additional intervention by Credendo apart from forfaiting
* [ ]  Cover for termination risk

Done at xxx, on dd/mm/yyyy.

**For the lender - Applicant:**

Name:       Name:

Position:       Position:

**For the seller - Applicant:**

Name:       Name:

Position:       Position:

1. **Data protection**

The Applicant is responsible for the processing of personal data it implements to fulfil its obligations in the framework of the conclusion and performance of a potential insurance policy. Such processing mainly concerns information about its representatives insofar as they are natural persons.

If necessary, Credendo can send all or part of these personal data notably to any reinsurer, insurer or broker for the purpose of the performance of a potential insurance policy.

The Applicant guarantees the compliance of such processing with the applicable legal and regulatory provisions on data protection. More specifically, the Applicant only collects and sends to Credendo data relating to natural persons/third parties (buyers/debtors/natural persons who are contact persons for the buyer/debtor, directors and/or shareholders of the buyer/debtor or third parties, etc.) in compliance with the aforementioned legal and regulatory provisions, notably by informing such persons of the potential transmission of their data within the framework of the conclusion and performance of a potential insurance policy, including the information mentioned in the section ‘Declaration by the Applicant(s)’ in the Amendment relating to combatting bribery.

The representatives/natural persons can access Credendo’s data protection charter, notably in order to exercise the specific rights granted to them (right of access, correction, etc.): charter available online at: <https://www.credendo.com/legal-disclaimer>.

The Applicant acknowledges that Credendo reserves the right to consult any lawful source of financial or legal information regarding its representatives/natural persons when such consultation is required in relation to the conclusion of a potential insurance policy, in order to fulfil its duty of care and obligation to perform a solvency check.

Done at xxx, on dd/mm/yyyy.

**For the lender - Applicant:**

Name:       Name:

Position:       Position:

**For the seller - Applicant:**

Name:       Name:

Position:       Position:

**Amendment: Declaration by the Applicants**

Each Applicant declares that, as far as it is concerned and to the best of its knowledge, the information below, provided in the context of this application, is correct and fully reflects the details of the transaction offered for forfaiting (‘Transaction’), including the following elements:

* any fact or circumstance that may influence the Transaction in question; or
* any parallel funding granted to the debtor, which was not submitted for forfaiting, or related measures.

Each Applicant shall notify Credendo as soon as possible of any change and/or information supplementing the above information and relating to the Transaction.

The Applicant further states that, as far as it is concerned and to its knowledge:

* neither the Applicant, nor any natural or legal person acting on its behalf in connection with the Transaction, such as agents, is/has been engaged in bribery of foreign or domestic public officials or in bribery in the private sector;
* commissions and fees paid, or agreed to be paid, to any natural or legal person acting on its behalf in connection with the Transaction, such as agents, were, are or will be for legitimate purposes only;
* it is aware of the consequences of bribery in international business transactions, as stipulated in the following acts and regulations (‘Bribery Legislation’):
	+ the Act of 9 June 1999 approving the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997;
	+ the Bribery Prevention Act of 10 February 1999; and
	+ international and Belgian criminal law related to (i) bribery of foreign and domestic public officials, in particular Chapter IV of the Belgian Criminal Code ‘Bribery of public officials’ (Articles 246 to 253 of the Belgian Criminal Code), and (ii) bribery in the private sector, in particular Articles 504bis and 504ter of the Belgian Criminal Code;
* the Applicant, and any natural or legal person acting on its behalf in the context of the Transaction, complies with both the Bribery Legislation and the national regulations applicable to the Transaction, which prohibit bribery in both the public and private sectors in the country(ies) in which they operate, and that they will continue to comply with such legislation and regulations for the duration of the insurance policy;
* neither the Applicant, nor any other natural or legal person acting on its behalf in connection with the Transaction, is listed on the publicly available debarment lists of one of the multilateral financial institutions, such as the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development and the Inter-American Development Bank;
* neither the Applicant, nor any natural or legal person acting on its behalf in connection with the Transaction:
	+ is currently under charge in any court or formally under investigation by public prosecutors for violation of laws against bribery of any country; and/or
	+ within a five-year period preceding this application, has been convicted for violating laws against bribery of any country, has been subject to equivalent measures, or has been found guilty of bribery in a publicly available arbitral award.

The Applicant undertakes to notify Credendo immediately in case such situation should occur.

If requested by Credendo because it considers it necessary in this specific case, the Applicant will disclose the following information: (i) the identity of any natural or legal person acting on the Applicant’s behalf in connection with the Transaction, such as agents, (ii) the amount and purpose of commissions and fees paid, or to be paid, to such persons, and (iii) the country(ies) and jurisdiction(s) in which the commissions and fees have been paid, or are to be paid.

Credendo encourages the Applicant to develop, apply and document appropriate management control systems with the purpose of preventing and detecting bribery. Credendo also encourages the Applicant to comply with the OECD guidelines for multinational enterprises[[3]](#footnote-3) and the Global Compact Initiative[[4]](#footnote-4).

Done at xxx, on dd/mm/yyyy.

**For the lender - Applicant:**

Name:       Name:

Position:       Position:

**For the seller - Applicant:**

Name:       Name:

Position:       Position:

1. Credendo shall mean Delcredere | Ducroire, a public body governed by the Act of 31 August 1939, operating under the trade name Credendo – Export Credit Agency. [↑](#footnote-ref-1)
2. The maximum credit duration is determined according to the contract amount:

	* 3 years for a contract amount starting from USD 100,000
	* 4 years for a contract amount starting from USD 200,000
	* 5 years for a contract amount starting from USD 400,000 [↑](#footnote-ref-2)
3. <https://www.oecd.org/industry/inv/mne/> [↑](#footnote-ref-3)
4. https://www.unglobalcompact.org/ [↑](#footnote-ref-4)