

5252276 החילזון 12 רמת גן ICIC THE ISRAELI 03-7962455 03-7962444 .ליט icic.co.il = Email: icic@icic.co.il כמשח ברמת גן COMPANY LTD

## **ADDENDUM 2 - SUBSIDIARY**

- 1. This addendum constitutes an integral part of the insurance policy.
- 2. Subject to the matters set forth below, the insurance policy shall also apply to sales and/or the provision of services between a subsidiary/subsidiaries and/or an affiliated company/affiliated companies and/or a related company/related companies of the Insured as set forth in appendix "A", the special terms and conditions of the policy, as shall be modified from time to time (hereinafter referred to as "appendix "A""), (hereinafter referred to as "the subsidiary") to the end purchaser/end purchasers that were effected in the insurance period as provided in appendix "A" and provided that there is a valid credit limit in respect of such purchasers.

The end purchaser/end purchasers of each of the subsidiaries\* are hereinafter referred to as "the end purchaser".

3. The Company's liability pursuant to the insurance policy, insofar as such relates to sales of products between the subsidiary\* and the end purchaser, shall only come into effect after the goods have been delivered and a tax invoice has been issued by the subsidiary\* to the end purchaser pursuant to the sale agreement between them - and shall end immediately after the consideration has been remitted by the end purchaser to the subsidiary.

Insofar as such relates to the provision of services between the subsidiary\* and the end purchaser, the Company's liability pursuant to the insurance policy shall only come into effect after the service has been provided and a tax invoice has been issued by the subsidiary\* to the end purchaser pursuant to the sale agreement between them - and shall end immediately after the consideration has been remitted by the end purchaser to the subsidiary.

For the avoidance of doubt, it is hereby expressed that the Company's liability pursuant to the insurance policy shall not apply to a transfer of the export considerations from the subsidiary to the Insured.

4. Insofar as relates to the sale of goods and/or the provision of services through a related party, the Company's liability pursuant to this addendum shall apply subject to the Insured obtaining an absolute and unconditional assignment of rights from the related company, pursuant whereto the related company shall assign to the Insured all its rights vis-à-



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vis the end purchaser to receive the considerations in respect of the goods that were sent and delivered and/or the services that were provided to the end purchaser as aforesaid.

- 5. Wherever the expression "the Insured" appears in the insurance policy, the words "the Insured and/or the subsidiary" should be read, all as the context admits and *mutatis mutandis*.
- 6. Notwithstanding the provisions of clause 5 above, the Company's liability pursuant to the insurance policy for the payment of insurance benefits is vis-à-vis the Insured alone.

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