

## **APPLICATION FOR MEDIUM TERM EXPORT CREDIT INSURANCE QUOTATION INSTRUCTIONS**

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### **INTRODUCTION**

The Export-Import Bank of the United States (Ex-Im) is an independent federal agency which provides financing support for the export of U.S. goods and services. Several programs are available, including **Direct Loans** to foreign buyers, **Financial Guarantees** of payment for lenders to foreign buyers, **Working Capital Loan Guarantees** of payment by a U.S. exporter to its lender, and **Export Credit Insurance**. Ex-Im issues **Letters of Interest** indicating the eligibility of transactions for these programs, see "Information" below to obtain an application.

These instructions are for an application for export credit insurance by either a lender or exporter on a transaction involving sales of capital goods and services with a medium repayment term to a single buyer. For leases see EIB92-20 Fact Sheet on Lease Policies and EIB92-45 Instructions and Application for Lease Policies.

**INFORMATION** about Ex-Im programs; the fact sheets and **forms mentioned in these instructions** and the application; information on Private Export Financing Corporation (PEFCO) export financing; names of: credit reporting and rating agencies, banks interested in export financing, insurance brokers and Ex-Im City/State Participants **may be obtained:**

- from Ex-Im's **website** [www.exim.gov](http://www.exim.gov) or
- by calling **1-800-565-EXIM** (3946), or
- at 811 Vermont Avenue, NW, Washington, D.C. 20571.

**REQUIREMENTS TO APPLY** for a medium term export credit insurance policy:

There is **NO Application Fee**.

A **non binding insurance premium rate** can be determined using the Ex-Im website **Exposure Fee Calculator** or you may call Ex-Im, see above.

1. The **REASON** Ex-Im's support is requested must demonstrate that the transaction will not go forward without support. See the application form question no. 5.
2. Use of a registered Ex-Im insurance **BROKER** or an Ex-Im **CITY/STATE PROGRAM PARTICIPANT** is recommended but not required. Use of a broker or participant does not affect the Ex-Im premium rate. Regional Offices will provide guidance on applications as well as lists of brokers, city/state program participants, and lenders interested in providing export financing. All information provided in an application will be held **confidential**, subject to the Freedom of Information Act, 5 USC 552, the Privacy Act of 1974, 5 USC552a, and the Right of Financial Privacy Act of 1978, 12 USC 3401 except as required to be disclosed under applicable laws.
3. The **APPLICANT** must be either an exporter or a financial institution with an insurable interest in the transaction. A Taxpayer ID number is requested to report on claim payments. The Standard Industrial Code (SIC) or NAICS Code, gross sales and number of employees are requested to determine eligibility for small business benefits. Gender and ethnic minority ownership interest information are requested but not required. Also, see the **applicant certifications** on the **application** and Part 3 of the application, the **Credit Information Checklist**, which is required to demonstrate the ability of the applicant and exporter or supplier to perform the export.
4. The payment obligation must be in U.S. dollars, must be **unconditional** and must be evidenced by a **PROMISSORY NOTE** (single disbursement or grid forms EIB-92-58A or B, special notes for Mexico and Venezuela) or conforming to the requirements listed in the insurance policy which allow use of a note form other than Ex-Im's.

5. The **EXPORT** must involve shipment of capital goods from the U.S. Services must normally be provided by U.S. based personnel and may be provided in the U.S. or at the foreign site. Used equipment may be supported, see Used Equipment Questionnaire EBD-M-25 for details. Breeding cattle or livestock may be supported, see Livestock Questionnaire EIB92-62. Allowance is made for goods and services that are not 100% U.S. origin as follows:

- The Exporter's Supply Contract may include U.S. and "eligible" foreign content.
- Up to 15% of the Exporter's Supply Contract may be eligible foreign content.
- If more than 15% of the Exporter's Supply Contract is eligible foreign content, Ex-Im may provide support for the U.S. content only. There is no minimum U.S. content requirement.

**"Eligible Foreign Content"** includes goods imported from a foreign country and shipped from the U.S. with the export.

**"Ineligible Foreign Content"** includes goods shipped from any other country, or services provided in a foreign country, other than the buyer's.

**"Goods assembled outside the U.S."** by foreign personnel are **normally ineligible** for insurance cover.

**"Local costs"** are foreign goods and services originating in the country of the buyer and may only be included in the insured amount if approved by Ex-Im Bank.

See Insurance Program Foreign Content Requirements EIB99-21 and Local Cost Policy EBD-M-05 for details.

**Military** goods and services and sales to or for use by military/police/security force entities are **normally ineligible**, see Defense Product Questionnaire EIB-92-61. However, goods on the US Munitions List are not necessarily excluded.

Fees for bank, legal, or other technical services, may be financed, see Financing of Fees for Ancillary Services EBD-M-13. Ex-Im has cooperative agreements with some foreign export credit agencies like itself. Ex-Im may be able to provide full support for goods and services which do not meet the domestic content requirements **if** the foreign content is from one of those nations **and** there is no other U.S. competition. Ex-Im's Reinsurance Questionnaire Attachment H to EIB95-10 will be required. See Cooperative Insurance Agreements with Foreign Export Credit Agencies (ECAs) EIB99-11.

Capital equipment used to manufacture/produce **exportable goods**, including agricultural commodities, from the country of importation will require a detailed description including changes in the level of production.

65. The **PAYMENT TERMS** to be insured are a maximum of 5 years and will be determined by the details of the transaction or credit including price, buyer, borrower, guarantor, goods, services and use. Sales to dealers, distributors or others for **resale** are limited to 2 years. Some exceptions, such as, sales of certain aircraft or to match confirmed foreign government supported competition, may be eligible for up to 7 years. "Grace" periods and "balloon" payments are **not** allowed. Further details may be found in Ex-Im Bank Standard Repayment Terms EBD-M-26. **EXPORTER'S SUPPLY CONTRACT** **MAXIMUM TERM**

less than \$80,000	2 years
\$80,000 - less than \$175,000	3 years
\$175,000 - less than \$350,000	4 years
\$350,000 or more	<b>5 years</b>

The **NET CONTRACT PRICE** is the amount to be shown in the exporter's invoice related to the goods and services to be exported and services to be performed by U.S. based personnel. If there is more than one exporter or supplier under a transaction, the Net Contract Price is the sum of the Net Contract Price specified in each of the exporter's or supplier's Exporter's Certificates EBD-M-56. The Net Contract Price **includes** eligible foreign content but **excludes** local costs. Shipping and insurance charges may be included in the Net Contract Price but, if from a foreign source, are considered part of eligible foreign content. Ancillary service fees may be included in the Net Contract Price if approved by Ex-Im Bank. The term "Net Contract Price" as used in the Exporter's Certificate, has the same meaning as the term "contract price" as used in medium term policies.

The **FINANCED/INSURED PORTION** of the contract price is the amount left after a **required minimum 15% cash payment** due **prior** to delivery or, for bank policyholders, funding. The cash payment may be financed separately, but is not included in the financed/insured portion.

The **FINANCED/INSURED PORTION** may not be more than **the lesser of:**

- **\$10 million**, excluding interest and the premium; or
- **85% of the Net Contract Price**; or
- the **U.S. content** of the Exporter's Supply Contract.

The premium may be included in the insured financed amount without paying "premium on premium." This will increase the premium rate (see the Ex-Im website Exposure Fee Calculator).

The **STARTING POINT** of the payment obligation and corresponding first installment are determined by the shipment date(s), installation period (if any), consolidation of notes, and frequency of payments. See Guidelines for Starting Points EIB99-16. For semi-annual payments after a single shipment without installation, the starting point is the shipment date and the first installment is due within 6 months.

7. The **BORROWER, GUARANTOR, BUYER** and **END-USER** must be foreign entities in **COUNTRIES** for which Ex-Im is able to provide support, see Ex-Im's **Country Limitation Schedule** (CLS) at [www.exim.gov](http://www.exim.gov). There may not be trade sanctions in force against them. For a list of products and countries with Anti-Dumping or Countervailing Duty sanctions see <http://205.197.120.60/oinv/sunset.nsf/AllDocID/96DAF5A6C0C5290985256A0A004DEE7D>. There may not be trade measures against them under Section 201 of the Trade Act of 1974, see <http://dockets.usitc.gov/eol/public/> click on 201. You may call Ex-Im Bank's Policy and Planning Division at 202-565-3770 for details. Also, see Part 3 of the application and EBD-M-39 for **credit information** required.

A **GUARANTOR** may be required when the borrower is not creditworthy or under certain other circumstances. See EBD-M-39. For example: guarantors **are required** for the **primary source of repayment** (PSR), which may be **either** the borrower **or** guarantor, under the following circumstances:

- if the PSR is a "start-up" company;
- if the ability of the PSR to pay the debt depends on cash flow from an expansion or new line of business (see EBD-M-39, Part II for exceptions to this requirement on transaction of \$1 million or more);
- if more than 25% of PSR sales are **to** or **from** a related/commonly owned company, its guarantee is required;
- if the PSR is a private, non-financial institution with sales revenue of less than U.S. \$50 million, the insurance requires the personal guarantee of:
  - an owner holding at least 50%, **or**
  - if no individual has a majority position, of any owner(s) holding 20% or more. This requirement is not
  - applicable when no individual holds at least 20%, however a guarantor may still be required.

8. Ex-Im has published **MEDIUM TERM CREDIT STANDARDS**, EBD-M-39, in order to expedite service. Transactions meeting all of the standards have a high probability of being favorably considered, absent any unusual circumstances. **PART I**, transactions of up to and including \$1 million - describes the standards and what can be done if they are not met. **PART II**, transactions of greater than \$1 million, up to and including \$5 million - describes the standards and what can be done if they are not met. **PART III**, transactions of greater than \$5 million - describes the standards and under what circumstances **required supplemental financial information** in **Attachment C** of EBD-M-39 must be provided.

Applicants are **encouraged to review the standards**. Applicants should determine if transactions of up to and including \$5 million conform to standards and submit calculations showing the standards are met or provide the additional information described therein when standards are not met. This will **significantly reduce the time** to process the application.

#### **INSURANCE COVER** offered:

1. Sales must be to a single or to "joint and several" borrower(s). There are **no medium term "multi-buyer"** policies, except those issued on bank-to-bank lines. Applicants may request cover for:  
**Single sale, single shipment** transactions with or without installation by the exporter;  
**Single sale, multiple shipments** transactions, with or without installation by the exporter;  
**Repetitive sales** under a line of credit extended by a financial institution or exporter to a buyer, or sales by multiple exporters to multiple buyers under a medium term line of credit from one bank to another.  
Applicants will receive a time sensitive binding Commitment from Ex-Im to issue single shipment insurance if approved. Multiple shipment and repetitive sales policies are automatically issued if approved and have a final shipment date. Applicants, their brokers or city/state participants are typically advised by a facsimile letter of decisions to approve, deny or require additional information on applications.

2. **COVERAGE:** Applicants may request:  
**COMPREHENSIVE cover** against all the commercial (including devaluation) and political (excluding devaluation, including transfer/inconvertibility) risks specified in the policy which may cause default, **or**  
**POLITICAL risks cover** only.  
Transactions with **sovereign** buyers or guarantors (those offering the full faith and credit of the country of importation) receive comprehensive cover. Applicants related to the borrower will receive political risks cover only.
3. **PRE-SHIPMENT:** Applicants may also request pre-shipment cover against certain commercial and political events which may cause the transaction to fail prior to shipment. However, this does not include cover against contract cancellation. Pre-shipment insurance cover may not be combined with an Ex-Im Direct Loan. A minimum 5% cash payment is required at contract signing or before the effective date of pre-shipment cover. If the CLS requires that a letter of credit be used for the payment, the letter of credit must be issued in order for pre-shipment cover to be in effect. Applicants may also request cover for **progress payments** if such payments are for goods and services to be delivered, see Ex-Im Bank Fact Sheet EIB01-04.
4. **PERCENTAGE OF COVER:** The cover is on **100%** of the principal and interest of the insured loan. Post default interest is covered at 100% of the original rate of interest and only if it is specified in the note. Interest is covered until the date of claim payment or 270 days after default, whichever is earlier. There is a 180 day waiting period to file claims due to commercial risk defaults other than insolvency. There is no waiting period for claims resulting from insolvency or political risk defaults.
5. **CONDITIONALITY:** Insurance is a conditional risk protection product which requires the insured to provide evidence of conformance to the insurance contract (policy) by submission of documents at the time a claim is filed. Insureds are required to report borrowers who are 60 days past due. Single sale, single shipment policies require **PAYMENT OF PREMIUM** prior to shipment. Multiple shipment and repetitive sales policies require insured exporters to pay premium by the 15<sup>th</sup> day after the end of the month in which shipment takes place. Insured bank premiums are due by the 30<sup>th</sup> day after the end of the month in which financing takes place. Claims must be filed **within 240 days** after a default.
6. **ASSIGNMENTS:** The insurance policy may be assigned by an insured exporter to a financial institution. Financial institutions receive a “documentary” assignment which provides significant protection against both a foreign debtor’s default and the risk of non-conformance to the policy by the insured exporter. Insured financial institutions will receive a documentary policy providing the same type of cover as the assignment. Financial institutions may sell insured promissory notes but may not assign the proceeds of the policy.
7. **EXCLUSIONS:** Applicants and potential assignees should read the policy text, declarations, endorsements and special conditions carefully. Exclusions for policies issued to exporters, in addition to those already mentioned, typically include: loss due to the fault of the insured; product disputes unless settled in favor of the exporter; and losses insurable under American Institute of Marine Underwriter’s War Risks and Strikes, Riots and Civil Commotion Clauses insurance. The documentary assignment and policy eliminate such exclusions for a financial institution.

**END.**

# APPLICATION FOR MEDIUM TERM EXPORT CREDIT INSURANCE QUOTATION APPLICATION FORM

Please type the requested information. Add pages if necessary.  
Processing of your application may be delayed or the application  
may be withdrawn if the requested information is not provided.

## Also see "INSTRUCTIONS" Part 1

### 1. Quotation TYPE requested. Check applicable boxes in both "a" and "b."

- a)  SINGLE SALE, single shipment     SINGLE SALE, multiple shipments     REPETITIVE SALES
- b)  COMPREHENSIVE, i.e., commercial and political risks cover     POLITICAL risk cover only

### 2. Have you applied for an Ex-Im Bank Letter of Interest, Guarantee or Loan for this transaction?

- No     Yes, if yes, give: LI# \_\_\_\_\_ or PC# \_\_\_\_\_.

### 3. STATUS of export contract.    Contract awarded to exporter    Contract under negotiation    Responding to bid

### 4. PRE-SHIPMENT Coverage Requested. (Complete only if requesting Pre-shipment Coverage)

- Yes, we want pre-shipment coverage.
- a) Reason pre-shipment coverage is requested: \_\_\_\_\_.
- b) Date contract executed or anticipated date of signing: \_\_\_\_\_.
- c) Estimated period between date of contract and final shipment date of items: \_\_\_\_\_.
- d) Attach a schedule of any progress payments made or to be made by the borrower during the pre-shipment period.     Attached     None

### 5. REASON for seeking Ex-Im support. You must check the box below which describe the rationale for support.

- Confirmed Foreign competition. The exporter is aware that foreign domiciled companies is (are) competing, or is (are) expected to compete for the sale. Provide company name, country and (if known/applicable) the supporting Export Credit Agency:  
\_\_\_\_\_.
- Presumed Foreign Competition. The exporter is aware that foreign domiciled companies manufacture comparable goods and services that are sold in the buyer's market with Export Credit Agency support available. Provide company name, country and (if known/applicable) the supporting Export Credit Agency:  
\_\_\_\_\_.
- Private financing unavailable without Ex-Im Bank credit risk protection. There is limited availability of private financing (from either external or domestic sources). Indicate how financing is constrained by checking the appropriate box:
  - No availability of economically viable interest rates on terms of over one to two years, or
  - Financial institution lending capacity limits reached for either borrower and/or country, or see Other below.
- Other \_\_\_\_\_.

### 6. PARTICIPANTS:

- a) **Insurance BROKER. If none, insert "none."** \_\_\_\_\_ **Broker #:** \_\_\_\_\_  
**Name of Brokerage:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

#### b) APPLICANT.

- Applicant Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_
- Contact person:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_
- Position Title:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_
- Street Address:** \_\_\_\_\_ **City:** \_\_\_\_\_
- State/Province:** \_\_\_\_\_ **Zip/Postal Code:** \_\_\_\_\_ **Country:** \_\_\_\_\_
- Taxpayer ID #:** \_\_\_\_\_ **Duns #:** \_\_\_\_\_ **Congressional District:** \_\_\_\_\_

----- **non-banks** **Fiscal year ended (mo. & yr.):** \_\_\_\_\_ **Gross sales revenue in last fiscal year: \$** \_\_\_\_\_ **# of employees:** \_\_\_\_\_  
 ----- **Standard Industrial Code of business:** \_\_\_\_\_ **Indicate (Not Required) if owned by a**  **Woman or**  **Ethnic Minority, describe:** \_\_\_\_\_

Attach the **CREDIT INFORMATION Checklist, Part 3**, with required credit information on the applicant.  
**Financial institution (bank) applicants** check one: this application is a supplier credit or a buyer credit.

c) **LENDER.** The “lender” is the entity which extends the credit (loan) to the borrower or takes assignment of the policy proceeds.

Check if the lender is also the  applicant or  not yet known or complete the following:

Lender Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Contact person: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Position Title: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_  
State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_  
Taxpayer ID #: \_\_\_\_\_ Duns #: \_\_\_\_\_ Congressional District: \_\_\_\_\_

Check here if the lender wishes to be published by Ex-Im as a potential source of financing for exports.

**NOTE:** Assignees and lenders who are not the exporter **must** obtain an Exporter’s Certificate form EBD-M-56 to submit with claims.

d) **EXPORTER.** The “exporter” is the entity which contracts with the buyer for the sale of the goods and services.

Check if the exporter is also the  applicant or complete the following:

Exporter Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Contact person: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Position Title: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Taxpayer ID #: \_\_\_\_\_ Duns #: \_\_\_\_\_ Congressional District: \_\_\_\_\_  
Fiscal year ended (mo. & yr.): \_\_\_\_\_ Gross sales revenue in last fiscal year: \$ \_\_\_\_\_ # of employees: \_\_\_\_\_  
Standard Industrial Code of business: \_\_\_\_\_ Indicate (Not Required) if owned by a  Woman or  Ethnic Minority, describe: \_\_\_\_\_

Attach the **CREDIT INFORMATION Checklist, Attachment 1**, with required credit information on the exporter.

e) **SUPPLIER(S).** The “supplier(s)” is (are) the entity(ies) which produces the goods and/or performs the services to be exported.

Check if the supplier(s) is also the  applicant or  exporter or complete the following for each supplier:

Supplier Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Contact person: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Position Title: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Taxpayer ID #: \_\_\_\_\_ Duns #: \_\_\_\_\_ Congressional District: \_\_\_\_\_  
Fiscal year ended (mo. & yr.): \_\_\_\_\_ Gross sales revenue in last fiscal year: \$ \_\_\_\_\_ # of employees: \_\_\_\_\_  
Standard Industrial Code of business: \_\_\_\_\_ Indicate (Not Required) if owned by a  Woman or  Ethnic Minority, describe: \_\_\_\_\_

Attach the **CREDIT INFORMATION Checklist, Attachment 1**, with required credit information on the supplier.

f) **BORROWER.** The “borrower” is the entity which agrees to repay the credit (loan).

Borrower Name: \_\_\_\_\_ Duns #: \_\_\_\_\_  
Contact person: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Position Title: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_  
State/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Attach the **CREDIT INFORMATION Checklist, Attachment 1**, with required credit information on the borrower.

g) **GUARANTOR.** The “guarantor” is the entity which agrees to repay the credit if the borrower does not. Complete the information below if a guarantor is proposed or required.

Guarantor Name: \_\_\_\_\_ Duns #: \_\_\_\_\_  
Contact person: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Position Title: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_  
State/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Attach the **CREDIT INFORMATION Checklist, Attachment 1**, with required credit information on the guarantor.

h) **BUYER.** The “buyer” is the entity which contracts with the exporter for the purchase of the U.S. goods and services.

Check if the buyer is also the  borrower or  guarantor or complete the following:

Buyer Name: \_\_\_\_\_ Duns #: \_\_\_\_\_  
Contact person: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Position Title: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_  
State/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

i) **END-USER.** The "end-user" is the foreign entity which uses the U.S. goods and services.  
Check if end-user is also the  borrower or  guarantor or  buyer or complete the following, or insert "various" for resales and attach a description of the buyers and their location:

<u>End-User Name:</u> _____	<u>Duns #:</u> _____
<u>Contact person:</u> _____ <u>Phone #:</u> _____	<u>Fax #:</u> _____
<u>Position Title:</u> _____	<u>E-Mail:</u> _____
<u>Street Address:</u> _____	<u>City:</u> _____
<u>State/Province:</u> _____ <u>Postal Code:</u> _____	<u>Country:</u> _____

j) **RELATED PARTICIPANTS.** Attach a description of any direct or indirect ownership interest, management participation, or family relationship among any of the participants identified in a) Broker through i) End-User above, **if none insert "none"**: \_\_\_\_\_, or  attached.

k) **OTHER U.S., foreign or multilateral agencies.** Check if an application for support of this export transaction or related project, if any, has been filed with other U.S., foreign or multilateral agencies and explain: \_\_\_\_\_.

**7. REQUESTED AMOUNTS AND FINANCING STRUCTURE:**

**a) AMOUNTS:**

**(1) Exporter(s) Supply Contract(s)**

US Content	\$			
Eligible Foreign Content		\$	_____	
Shipping and Insurance	U.S. \$	_____	Foreign \$	_____
Ancillary Services if any	U.S. \$	_____	Foreign \$	_____
				include as US or Eligible Foreign in (2)
				see EBD-M-13
				include as US in (2) if approved
Local Costs if any		\$	_____	see EBD-M-05
<b>U.S. and Foreign Subtotals</b>	<b>U.S. \$</b>	_____	<b>Foreign \$</b>	_____
<b>Total Exporter(s) Supply Contract</b>		<b>\$</b>		_____

**(2) Financed/Insured Amount Requested**

(a) US Content \$ \_\_\_\_\_

(b) Eligible Foreign Content \$ \_\_\_\_\_

(c) **Net Contract Price** (a plus b): \$ \_\_\_\_\_ \*  FOB  FAS  CIF

(d) Less Cash Payment minimum 15% of Net Contract Price (\$ \_\_\_\_\_)

(e) Subtotal **Financed/Insured Amount** (c minus d) \$ \_\_\_\_\_ \*\*

(f) Local Costs if Ex-Im Bank permits them to be included \$ \_\_\_\_\_ \*\*\*

(g) **Total Financed/Insured Amount Requested** excluding Premium: \$ \_\_\_\_\_

\* this must correspond to the aggregate of the Net Contract Price(s) of all Exporter's Certificate(s) Part A. 1. E. related to the transaction.

\*\* Maximum: the lesser of 85% of Net Contract Price or \$10 million or US Content. Also, if greater than \$ 5 million, see Part 3 no. 6.  
For repetitive sales type policies this item is know as the **Credit Limit**.

\*\*\* not to exceed 15% of the Net Contract Price in 7. A. (2) (c) above.

b) **PREMIUM.** Check **only** one box.  Premium to be included in the financing and to be paid as the shipments/disbursements occur.  
Including the premium in the financing increases the rate.  Premium to be included in the financing and will be paid up front.  
See the website Fee Calculator  Premium not to be included in the financing; to be paid as the shipments/disbursements occur.  
 Premium not to be included in the financing; to be paid up front.

c) **PAYMENT TERMS:** Unless otherwise requested, repayment of principal and interest is on a semiannual basis beginning 6 months after the starting point (maximum: 6 months for semi-annual, 3 months for quarterly, etc.).

(1) **Frequency.** At least semi-annually in \_\_\_\_\_ equal principal installments, plus interest on the declining balance.  
If requesting more frequent installments, specify and explain why necessary: \_\_\_\_\_.

(2) **Starting point.** The starting point is generally the event that marks the fulfillment of the Exporter's contractual responsibility.  
Shipment (single shipment)      Installation      Other (multiple shipments) refer to Guidelines for Starting Points EIB99-16.  
Specify: \_\_\_\_\_.  
(e.g., a weighted mean shipment date, last shipment date)

(3) **Shipment Period or Date.** Estimated **date of shipment**, or dates for multiple shipments, or start and end dates for repetitive sales, or completion of installation and training **excluding** any acceptance, retention, or warranty period: \_\_\_\_\_.

(4) **Interest rate** to be charged: \_\_\_\_\_

**8. PURPOSE OF THE TRANSACTION.**

- Production.** Check if the goods and services will be used to create or expand production capacity for an **exportable product**, including agricultural commodities, and describe the product, the market for it, the current and anticipated sales level: \_\_\_\_\_
- Other** (Replacement, Production for Domestic Market, etc.) \_\_\_\_\_

**9. TRANSACTION DESCRIPTION:**

- a) **Description of export** goods and services, including for each export good the name, make, model, manufacturer/supplier, SIC or NAICS Code (if known), number of units, unit price and use:

\_\_\_\_\_, **or**

- Check if providing the **Content Report** EBD-M-58. Ex-Im Bank endeavors to obtain the report at the time of application on medium term transactions for information and reporting purposes. Processing of, and the decision on, the application will not be delayed or affected by the submission or absence of the report. A **Cause Report** EBD-M-55 is requested at the end of each calendar year to describe the nature and reason for the inclusion of any goods and services with 50% or more foreign content in the good or service.

**NOTE:** Ex-Im Bank may not provide support for products, countries or buyers with trade sanctions imposed against them. For a list of products and countries with Anti-Dumping or Countervailing Duty sanctions see <http://205.197.120.60/oinv/sunset.nsf/AllDocID/96DAF5A6C0C5290985256A0A004DEE7D>. There may not be trade measures against them under Section 201 of the Trade Act of 1974, see <http://dockets.usitc.gov/eol/public/> click on 201.

- b) **Origin.**
- Check if the goods and services are **not** being shipped from the U.S. and explain \_\_\_\_\_
  - Check if the services are **not** being provided by U.S. personnel and explain \_\_\_\_\_
  - Check if assembly is **not** being provided by U.S. personnel and explain \_\_\_\_\_

Identify the source and briefly describe any Eligible Foreign Content (see EIB99-21) including shipping and insurance if **not** providing the **Content Report**: \_\_\_\_\_ or

- e)  check if requesting foreign co- or re-insurance, see EIB99-11. Complete **and attach** the Reinsurance Questionnaire "Attachment H".
- d) **Military/Security/Police.** Check, complete and attach Ex-Im's Defense Product Questionnaire EIB92-61 if:
  - the borrower, guarantor, buyer or end-user **is a** military, security or police force, or
  - the borrower, guarantor, buyer or end-user **is associated in any** way with a military, security or police force, or
  - if **any** goods and services are to be **used by** a military, security or police force, or
  - if **any** goods and services are **intended for use by** a military, security or police force, or
  - if **any** goods and services **are** military, security or police articles, or
  - if **any** goods and services have a military, security or police **application**, or
  - if **any** goods and services **are listed on** the U.S. Munitions List, Title 22, Code of Federal Regulations, Part 121.
- e)  **Nuclear.** Check if **any** goods and services are to be used in the construction, alteration, operation, or maintenance of nuclear power, enrichment, reprocessing, research, or heavy water production facilities.
- f)  **Used equipment.** Check if **any** goods are used. If so, complete and attach Ex-Im's Used Equipment Questionnaire EBD-M-25
- g)  **Livestock.** Check if the export is breeding livestock. If so, complete and attach Ex-Im's Livestock Questionnaire EIB92-62.
- h) **Environmental** (see EBD-E-01). Check if the goods and services are:
  - environmentally beneficial or,
  - used in abatement, control or prevention of pollution, or
  - used in handling toxic substances; or
  - used in power generation, or
  - related to a renewable energy source (check one):  wind  hydro  geothermal  solar  biomass, or
  - if they in other ways affect the environment. Explain: \_\_\_\_\_

**10. APPLICANT CERTIFICATIONS** The Applicant (it) **CERTIFIES and ACKNOWLEDGES to the Ex-Im Bank** (the Bank) that:

a) it is (**check one**):

- (1) a corporation organized and **existing under the laws of the United States**, or a jurisdiction thereunder, or
- (2) an individual or partnership **resident in** the United States; **or**
- (3) a foreign corporation, partnership or individual **registered to do business in** the United States, **OR**
- (4) it has received a **written** statement of exception from the Bank and **attached** it to this certification, permitting participation in the transaction despite an inability to make certifications 1, 2 or 3.

b) it undertakes to carry on its business with due care in financing exports hereunder, and in regard to the conditions of the contract and the trustworthiness of the exporter and buyer.

c) (1) neither it nor its principals have been within the past 3 years:

- (a) debarred, suspended or declared ineligible from participating in or voluntarily excluded from participation in a Covered Transaction or
- (b) formally proposed for debarment, with a final determination still pending;
- (c) indicted, convicted or had a civil judgement rendered against them for any of the offenses listed in the **Government Wide Nonprocurement Debarment and Suspension Regulations; Common Rule** which defines Covered Transaction.

(2) It certifies that it is **not delinquent** on any amounts due and owing to the U.S. Government, its agencies or instrumentalities as of the date of this application. **OR**

(3) It has received a **written** statement of exception from the Bank and **attached** it to this certification, permitting participation in the transaction despite an inability to make certifications (1) (a) through (c) and (2).

It further certifies that it has not and will not knowingly enter into any agreements in connection with the transaction with any individual or entity that has been subject to (1) (a), (b) or (c) above.

d) it will complete and submit **Form-LLL, Disclosure Form to Report Lobbying** if, to the best of its knowledge and belief, **any funds have been paid or will be paid** to any person in connection with this application for influencing or attempting to influence:

- (1) an officer or employee of any U.S. Government agency, or
- (2) a Member of Congress or a Member's employee, or
- (3) an officer or employee of Congress. *This does not apply to commissions paid by the Bank to insurance brokers.*

e) it has not, and will not, engage in any activity in connection with this Policy that is a violation of the **Foreign Corrupt Practices Act of 1977** (15 USC Sec. 78dd-1, et seq.) which provides for civil and criminal penalties against individuals who directly or indirectly make or facilitate corrupt payments to foreign officials to obtain or keep business. To the best of its knowledge, the performance by the parties of their respective obligations covered or to be covered under this Policy does not and will not violate any applicable law.

- f) (1) the information being requested is done so under authority of the **Export-Import Bank Act of 1945** (12 USC 635 et. seq.);
- (2) providing the information is mandatory. **Failure to do so** may result in the Bank being unable to determine eligibility for the Policy. The information provided will be reviewed to determine the participants' ability to perform and pay under the Policy.
- (3) the Bank may not require the information and applicants are not required to respond unless a currently valid OMB control number is displayed on this form (see upper right of each page);
- (4) the information provided will be held confidential subject to the **Freedom of Information Act** (5 USC 552) and the **Privacy Act of 1974** (5 USC 552a), except as required to be disclosed under applicable laws;
- (5) transfer of financial records included in this application to private parties or another U.S. Government authority will not be authorized except as permitted under the **Right of Financial Privacy Act of 1978** (12 USC 3401).
- (6) the **public burden** reporting for this collection of information is estimated to average 1 hour per response, including reviewing instructions, searching data sources, gathering information, completing, and reviewing the application. Send **comments** regarding the burden estimate, including suggestions for reducing it, to Office of Management and Budget, Paperwork Reduction Project OMB# 3048-0009, Washington, D.C. 20503.

g) the representations made and the facts stated by it in these certifications and its attachments **are true, to the best of its knowledge and belief, and it has not misrepresented or omitted any material facts.** It further understands that these certifications are subject to the penalties for fraud against the U.S. Government (18 USC 1001).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Month/Day/Year

**Send, or ask your insurance broker or city/state participant to review and send, this application to Ex-Im Bank, 811 Vermont Avenue, NW, Washington, D.C. 20571 or an Ex-Im Regional Office. See EIB form 92-48 Part 1, "Instructions" for whom to contact with questions.**

Please complete: The applicant was informed about Ex-Im by:      An Ex-Im Regional Office:

An Ex-Im City/State Partner: \_\_\_\_\_ A U.S. Export Assistance Center:

A Broker: \_\_\_\_\_ A Bank:

A Local Development Authority: \_\_\_\_\_ Other (specify):

**APPLICATION FOR MEDIUM TERM  
EXPORT CREDIT INSURANCE QUOTATION  
ATTACHMENT 1. CREDIT INFORMATION CHECKLIST**

*Information must be complete and current  
ALL appropriate blocks must be checked.*

**1. APPLICANT:**

Check if not applicable because the applicant is a financial institution (bank), or

Current information as described below, is on file at Ex-Im under Guarantee or Policy # \_\_\_\_\_, or provide at a minimum a & b below:

- a) Credit agency report, not older than **6 months** from date of application, **or** a check made out to "Ex-Im Bank" for \$35 to acquire a report;
- b) **If** Financial Statements are **not** included in the Credit Report **or** **if** the contract price is 35% or more of applicant's (exporter's, supplier's) last fiscal year total sales, attach financial statements that are not older than **1 year** from date of application;

**2. EXPORTER**, if different from the applicant:

Not applicable, or

Current information (described in 1. above) is on file at Ex-Im under Guarantee or Policy # \_\_\_\_\_, or a) , and/or b) as above.

**3. SUPPLIER**, if different from the applicant or exporter:

Not applicable, or

Current information (described in 1. above) is on file at Ex-Im under Guarantee or Policy # \_\_\_\_\_, or a) , and/or b) as above.

**4. BORROWER:**

If application is for **political only or sovereign risks** provide "4.a" only, or

If credit is based on **a guarantor** provide only "4.a" on the borrower and answer 5, or

Current information as described below is on file at Ex-Im under Guarantee or Policy # \_\_\_\_\_, or provide at a minimum a, b and c below:

- a) A credit agency report not older than **6 months** from date of application, **or** Check if a credit agency report is not applicable because the borrower is a financial institution (bank) or a foreign government agency.

b) Bank reports or references from borrower's (including banks and non-sovereign government agencies) principal commercial banks, not older than **6 months** from date of application, **including** bank names, addresses, personal contacts, length of relationships, experience, amount and terms of secured and unsecured credit.

- c) Financial statements as follows in 1 **or** 2:

1) For **financed amounts of up to and including \$1 million**: Financial statements with notes (preferably audited with \_\_\_\_\_ opinions and in English; financial institution, i.e., bank, statements **must** be audited) for the previous **3 fiscal year ends** plus interim statements if the latest fiscal year end statements are dated more than **9 months** from date of application. If financial statements are unaudited, they **must** be accompanied by a summary of significant accounting policies used in their preparation.

2) For **financed amounts of greater than \$1 million**: Audited financial statements with notes and opinions in English for the previous **3 fiscal year ends** plus interim statements if the latest fiscal year end statements are dated more than **9 months** from date of application.

- d) Market indications, if available (not required), as follows: not available

Name of rating agency: \_\_\_\_\_ Rating: \_\_\_\_\_ Date: \_\_\_\_\_

- e) Spread of financial statements including ratios and cash flow (not required for transactions under \$1 million).

f) Ex-Im's Medium Term Credit Standards, computed according to EBD-M-39, Attachment A, Parts I and II, transactions up to and including U.S. \$5 million (not required but recommended):

- 1) not computed
- 2) are **met** and computations are attached.
- 3) are **not met**, but supplemental information described in EBD-M-39 is attached.
- 4) are not met, but a **guarantor** is provided.

