

**EXPORT-IMPORT BANK OF THE UNITED STATES**  
**EXPORTER'S CERTIFICATE For Use With A Short Term EXPORT CREDIT INSURANCE POLICY**  
Policyholders must keep this document and submit it with a Proof of Loss (Claim)

-----  
Name and Address of Policyholder:  
-----

-----  
Name and Address of Supplier:  
-----

Policy No. \_\_\_\_\_  
(to be completed by policyholder, also see B.4.e.)

Taxpayer ID No.: \_\_\_\_\_ Congressional District: \_\_\_\_\_  
Supplier's Dun & Bradstreet No. \_\_\_\_\_  
Indicate (not required) if owned by a  woman, or an  ethnic minority,  
describe \_\_\_\_\_

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**; 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).

I. To be completed by the **policyholder**:

- The supplier is either the beneficiary of a letter of credit, or the recipient of a funding under a direct buyer credit loan, or the recipient of the buyer's payment under a reimbursement loan under a Financial Institution Buyer Credit Policy or a Bank Letter of Credit Policy. The supplier must complete and certify to Sections **A and B** and sign.
- The supplier is **not a beneficiary** or recipient as described above. The supplier must complete and certify to Section **B** only and sign.  
NOTE: The policyholder must also obtain a Beneficiary Certificate EIB92-37 from the beneficiary.

II. To be completed by the **supplier**. Upon representation that the Export-Import Bank of the United States ("Ex-Im Bank") has issued an export credit insurance policy to the policyholder identified above and, in consideration of the payment, acceptance or negotiation of an irrevocable letter of credit in support of an export or the financing of an export or the receipt of funding as a result of an export either to us or another beneficiary **we, the supplier, hereby certify** to Ex-Im Bank and to the policyholder as follows (**check one**): The policyholder has:

- informed us of an irrevocable letter of credit with Identification No. \_\_\_\_\_ related to the transaction described in Section B and we have presented, or shall present, documents which are in compliance with the terms and conditions of such irrevocable letter of credit; or,
- to our belief, established an obligation of the foreign buyer named in Section B to make repayment of funds on a specified term in support of an export for which we or another beneficiary will receive payment or have received payment on \_\_\_\_\_(date); or,
- to our belief, provided a financing facility to the foreign buyer named below in support of the export described in Section B which has been made on a documentary collection, sight payment basis, the proceeds of which will be paid to us or another beneficiary; or
- provided or agreed to provide us with a financing or factoring of a receivable based on the transaction described in Section B under a Documentary format Financial Institution Supplier Credit Policy.

**A**

1. To the best of our knowledge and belief, the products were **shipped from the U.S.**
2. To the best of our knowledge and belief the products are **for use only in** countries in accordance with Ex-Im Bank's Country Limitation Schedule in effect on the date of shipment. See Ex-Im Bank's Internet Website <[www.exim.gov](http://www.exim.gov)> Country and Fee Information.
3. Neither we nor our principals are currently, nor have been within the preceding three years:
  - a) debarred, suspended or declared ineligible from participating in any Covered Transaction; or,
  - b) formally proposed for debarment, with a final determination still pending; or,
  - c) voluntarily excluded from participation in a Covered Transaction; or,
  - d) indicted, convicted or had a civil judgement rendered against it for any of the offenses listed in the Regulations governing Debarment and Suspension (Governmentwide Nonprocurement Debarment and Suspension Regulations; Common Rule) which define Covered Transaction.
4. Neither we nor our principals are delinquent on any amounts due and owing to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification.
5. We will complete and submit **Form-LLL, Disclosure Form to Report Lobbying** if, to the best of our 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: a) an officer or employee of any U.S. Government agency, or c) a Member of Congress or a Member's employee, or d) an officer or employee of Congress. *This does not apply to commissions paid by the Bank to insurance brokers.*
6. We have not, and will not, engage in any activity in connection with this transaction 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 our

knowledge, the performance by the parties of their respective obligations covered or to be covered under this transaction does not and will not violate any applicable law.

## B

1. The above referenced irrevocable letter of credit **or** the buyer's obligation to pay the policyholder is in support of an export transaction described as follows:

a) Name and address of buyer \_\_\_\_\_  
\_\_\_\_\_

b) Description and quantity of product(s)/service(s) \_\_\_\_\_

c) The product(s) are:  New,  Used. If used attach Used Equipment Questionnaire form EBD-M-25.

d) Place of Shipment \_\_\_\_\_ e) Date of Shipment \_\_\_\_\_

f) Contract Price to Buyer:

(i) Products/Service	\$ _____
(ii) Less discounts or similar allowances	\$ _____
(iii) Plus total insurance, freight or other delivery charges included in the transaction	\$ _____
Subtotal:	\$ _____
(iv) Less cash payment if any (not required)	\$ _____
(v) Total final net delivered financed portion	\$ _____

2. *Discounts and Allowances.* We have not granted or paid, agreed to grant or pay, offered to grant or pay, caused to be granted or paid, or arranged for, directly or indirectly, any discount, allowance, rebate, commission, fee or other payment, entered into any barter, buyback, countertrade or offset agreement or other similar agreement in connection with the sale of, or for obtaining the contract to sell, the products/services described above, **except**:

- a) the discounts and allowances to the buyer, if any, stated above; or,
- b) the regular remuneration of our regular full-time directors, officers and employees; or,
- c) regular commissions or fees, if any, to our regular sales agent or representative in the country of the buyer; or,
- d) other payments, as follows: 

<u>Payee or Intended Payee</u>	<u>Address</u>	<u>Amount</u>
--------------------------------	----------------	---------------

\$ \_\_\_\_\_

(If **None**, then the word "none" must be inserted in order for this certificate to be considered complete. If any payee is named, a statement must be attached showing the reason for payment and method of calculation.)

3. The materials and labor comprising the products/services above  
- which were originated or manufactured by us were originated or manufactured in the U.S. **or**,  
- if not originated or manufactured by us, were acquired from sources **in** the U.S., **and**  
- to the best of our knowledge and belief,

a) for **products**: for each of the products itemized in the invoice(s) no more than **49%** of its value, exclusive of price markup, consists of labor, raw

materials, component parts or any combination thereof originating or manufactured outside the U.S.;

b) for **services**: exclusively by U.S. personnel (either in the U.S. or on-site);

c) for the sale of **commodities**: exclusively of U.S. origin, and

- that **no value** has been **added** to the product by us **after export** from the U.S.

4. With respect to products/services which, to the best of our knowledge,

a) could be used for **military** purposes;

- b) could be **components** of a product or equipment which could be used for military purposes;
- c) could be used to **manufacture** products or equipment which could be used for military purposes;
- d) are listed on the **U.S. Munitions List** (part 121 of Title 22 of the Code of Federal Regulations); or,
- e) are purchased or are for use by military, defense or security **organizations**,

we \_\_\_\_\_ have or  the policyholder \_\_\_\_\_ has received the **written approval** of Ex-Im Bank for such sale of the products under the policy and \_\_\_\_\_ attached it to this certificate (submit a Defense Product Questionnaire EIB92-61 in order to obtain such approval).

5. The products do not consist of technology, fuel, equipment, materials or goods and services to be used in the construction, alteration, operation or \_\_\_\_\_ maintenance of **nuclear** power, enrichment, reprocessing, research or heavy water production facilities.

\*\*\*\*\*

### SIGNATURES

With knowledge that Ex-Im Bank will rely on the certifications and representations made in this certificate, we agree to be liable for all damages including related costs suffered by Ex-Im Bank's reliance on such certifications and representations. We further understand that this certification is subject to the penalties for fraud provided in Article 18 U.S.C., Section 1001.

We are certifying to Sections (check appropriate box(es):  A  B

By: \_\_\_\_\_ Signature: \_\_\_\_\_  
Print Name (Authorized Representative of the Supplier)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**If the supplier can not make any or all of the required certifications as they are presented here, Ex-Im Bank must be contacted to request written permission to delete or alter the certification, without which the insurance policy may not be valid.**