

shall not be able to furnish with its application for withdrawal of such funds from the Loan Account all of the data specified in Section 2 of this Article so to be furnished and the Bank shall be satisfied that the Borrower does so require such funds and cannot reasonably obtain and furnish such data and that such funds will be applied to the payment of the cost of such goods, the Bank may permit the Borrower to withdraw such funds from the Loan Account notwithstanding the inability of the Borrower so to furnish such data.

Section 6. The Borrower may at its option by notice to the Bank cancel all or any part of the principal of the Loan which the Borrower shall not have withdrawn prior to such notice. If the Borrower shall not on or before the Closing Date have withdrawn from the Loan Account the full amount of the Loan, the amount of the Loan not so withdrawn shall be canceled. Upon the cancelation of any part of the Loan as provided in this Section or in Section 8 of this Article the obligation of the Borrower to pay the commitment charge, provided for in Section 2 of Article II, on such part of the Loan shall cease. Except as otherwise agreed between the Bank and the Borrower, any such cancelation shall be applied pro rata to the respective maturities of the instalments of the principal of the Loan as set forth in Schedule 1 annexed hereto.

Section 7. The obligation of the Bank to make any payment to the Borrower on account of the Loan as hereinbefore in this Article provided shall be subject to the condition that none of the events hereinafter described shall at the time when such payment would otherwise be due have occurred and be continuing, to wit:

(a) An Event of Default shall have happened and be existing under this Agreement.

i Stand til at ledsage sin Begæring om Hævning af disse Midler paa Laanekontoen med alle de i Henhold til § 2 i nærværende Artikel krævede Oplysninger, og Banken maatte anse det for godtgjort, at Laantageren virkelig behøver disse Midler og ikke paa rimelig Maade kan indhente og fremskaffe disse Oplysninger, og at Midlerne vil blive anvendt til Betaling for saadanne Varer, kan Banken tillade, at Laantageren hæver disse Midler paa Laanekontoen til Trods for, at Laantageren er ude af Stand til at levere de paagældende Oplysninger.

§ 6. Laantageren er berettiget til ved Meddelelse til Banken at annullere hele eller nogen Del af Laanets Hovedstol, som Laantageren ikke maatte have hævet, forinden denne Meddelelse gives. Hvis Laantageren ikke senest paa Slutdatoen har hævet paa Laanekontoen Laanets fulde Beløb, annulleres det saaledes uhævede Beløb. Naar nogen Del af Laanet annulleres, saaledes som i nærværende Paragraf eller i § 8 af nærværende Artikel bestemt, bortfalder Laantagerens Forpligtelse til at betale den i § 2, Artikel II, omhandlede Engagementsprovision for denne Del af Laanet. Med mindre andet maatte være vedtaget mellem Banken og Laantageren, skal denne Annullering gælde pro rata for alle de respektive Forfaldsdage for Afdragene paa Laanets Hovedstol, saaledes som nærmere i vedføjede Bilag 1 omhandlet.

§ 7. Bankens Forpligtelse til at foretage Udbetalinger til Laantageren paa Laanet, saaledes som nærmere ovenfor i nærværende Artikel bestemt, er underkastet det Forbehold, at ingen af de nedenfor omhandlede Begivenheder er indtruffet og vedvarer paa det Tidspunkt, da saadanne Udbetalinger ellers vilde være forfaldet, nemlig:

(a) at der er begaaet og stadig foreligger Misligholdelse af nærværende Kontrakt,