

## GENERAL TERMS AND CONDITIONS FOR DEBT COLLECTION SERVICES

Vienna, 3.4.2017

### ■ PREAMBLE

§ 1 These General Terms and Conditions apply to the performance of all Debt Collection contracts with Coface Central Europe Holding AG or its subsidiaries.

§ 2 Existing contracts, which contain other regulations or regulations that are not in accordance with these General Terms and Conditions, shall remain valid. In such case, each provision of these General Terms and Conditions shall be applied unless another agreement contains a contradictory provision.

### **Regulations for the Debt Collection Contract**

#### ■ Article I – FORM AND EXTENT OF OUT-OF-COURT DEBT COLLECTION SERVICES

§ 1 Coface Central Europe Holding AG (hereafter referred as to "Coface Central Europe") shall undertake the collection of undisputed debts out of court through its subsidiaries, and is empowered by the creditor or any other third party acting on behalf of the creditor (hereafter referred as to the "Client") to make use of other debt collection agencies.

§ 2 Out-of-Court Debt Collection Services (hereafter referred as to "Debt Collection") cover the following activities:

- (1) demand for payment,
- (2) negotiation of payment conditions,
- (3) supervision of instalment plans,
- (4) investigation of the debtor's credit standing,
- (5) acceptance and handling of payments on behalf of the Client to the extent this is not prohibited by law in the country in which the respective subsidiary of Coface Central Europe is located, and
- (6) other appropriate measures.

§ 3 Should Coface Central Europe or one of its subsidiaries believe it would be in the best interest of the Client and/or the creditor – in the event the Client is not the creditor – to take measures or to settle in a way different from the terms underlying the debt by

- (1) reducing the amount of principal,
- (2) allowing a grace period or instalment payments by the debtor, provided this term exceeds three months after the acceptance of the relevant debt collection order,
- (3) satisfying payment obligations with other goods or
- (4) other similar measures, Coface Central Europe or the acting subsidiary shall obtain prior written approval from the Client.

§ 4 Debt Collection activities shall be initiated against a particular debtor after the Client has sent a written order directly to the respective subsidiary of Coface Central Europe. Orders for Debt Collection that were placed via <http://icon.cofacecentraleurope.com> (hereafter referred as to "ICON") require no additional signed order. In both cases, prior acceptance of the General Terms and Conditions for Debt Collection by the customer is required.

§ 5 The signatory or person who submits a Debt Collection order hereby declares that he/she is properly authorised by the Client to do so, and agrees to be liable for any fee or other costs resulting from placement of this order.

§ 6 Debt Collection activities shall end with the successful collection of the debt or with the negative closing of the case. "Successful" shall

be defined as total or partial collection of the debt. "Partially collected" shall mean that no further payments will be made by the debtor. "Negative closing" shall mean that the debt could not be collected with the measures listed in Article I § 2 Points 1-6.

§ 7 The Client hereby authorises Coface Central Europe to undertake on his/her behalf the actions referred to in § 2 and also authorises Coface Central Europe to entitle its subsidiaries to act on behalf of the Client. Coface Central Europe or one of its subsidiaries also reserves the right to authorise other debt collection agencies to act on behalf of the client.

§ 8 Coface Central Europe reserves the right to cancel or reject a Debt Collection order at any time without providing a reason and without penalty or compensation.

§ 9 Coface Central Europe and its subsidiaries shall comply with all regulations, ordinances, or laws governing Debt Collection in the countries the services are carried out.

§ 10 On separate request by the Client, the subsidiaries of Coface Central Europe will provide:

- (1) legal advice on further debt collection steps
- (2) recommendation for an external or in-house attorney to arrange debt collection proceedings in-court Any additional costs related thereto are not covered by the fees listed in Art II § 2.

#### ■ Article II – FEES FOR DEBT COLLECTION SERVICES

§ 1 The general regulations concerning fees are as follows:

(1) The subsidiary in charge of Debt Collection shall be entitled to remuneration, which is regulated separately. The Client shall be informed of such remuneration through

- a) an individual offer and/or
- b) a price list and/or
- c) online via ICON.

If not otherwise agreed, the standard Coface Central Europe conditions shall apply.

(2) The fees set forth in any of the sources listed in Art II § 1 Point 1 lit a-c are exclusive of VAT.

(3) In the event of partial payment, Coface Central Europe or the subsidiary in charge of Debt Collection is entitled to submit a partial invoice.

(4) In case payments are effected by the debtor to the account of Coface Central Europe or one of its subsidiaries any fee may be deducted therefrom.

(5) The fee shall be invoiced directly by the subsidiary of Coface Central Europe, which was responsible for Debt Collection.

(6) Country-specific VAT regulations may lead to differences in the amount of VAT charged.

(7) The payment conditions granted to the Client may differ for each subsidiary.

§ 2 Coface Central Europe shall charge the following fees for its services:

(1) In the event of successful Debt Collection, a success fee shall be paid to the subsidiary in charge. This fee (plus VAT) is payable without deduction for any set-off or counterclaim as soon as the Coface Central Europe subsidiary or Client has received payment of the debt, following the placement of an order by the Client pursuant to the

provisions of Art I § 4. If the debt is not paid in full in the form of a lump-sum payment, the Client shall pay the Coface Central Europe subsidiary a proportion of the fee (plus VAT) equal to the percentage of the debt paid, as soon as any partial payment is received. Coface Central Europe shall also be entitled to a success fee if the debt is settled by the delivery of goods, returned shipments or services, irrespectively of the provision of Art I § 2 Point 1.

(2) In the event of negative closing of the case, a negative flat fee must be paid to the subsidiary in charge.

(3) If agreed, a registration fee or handling fee must also be paid.

§ 3 If the Client should ask Coface Central Europe to take further measures, which can be summarised under additional Debt Collection services as listed in Article I § 2 Points 1-4 and which are not connected with services provided under the conditions of in-court Debt Collection, any additional costs will be charged to the Client. In this case, the regulations of Article II § 1 will be applied analogously.

§ 4 The Client and – in the event the Client is not the creditor – the creditor shall have the right including, but not limited to reduction of the claim amount, offset or deferral of the claim against the debtor. In this case, and in the event of a successful collection the Client shall pay a success fee based on the total amount of the claim.

§ 5 If the Client orders collection services for a debt that has been paid before the date of assignment and Coface Central Europe can submit evidence thereof to the Client, Coface Central Europe is entitled to a success fee equal to 50% of the amount due.

## ***Rights and Obligations between the Client and Coface Central Europe***

### ■ Article III – DIRECT CONTACT BETWEEN THE CLIENT AND THE DEBTOR

§ 1 The Client shall inform the Coface Central Europe subsidiary in charge of Debt Collection of all contacts with the Debtor, any offers or payments, and any changes in the information provided to Coface Central Europe when the order was placed.

§ 2 If the Client does not observe the provisions of § 1 and the activities of Coface Central Europe therefore become ineffective and impractical, Coface Central Europe is entitled to close the Debt Collection file and charge 50% of the success fee calculated on the basis of the total amount of the claim.

§ 3 The respective subsidiary of Coface Central Europe is also entitled to invoice the success fee if the Client receives payments, property other valuable rights or services in exchange for the debt after the subsidiary has established direct contact with the debtor.

### ■ Article IV – TERMINATION OF ORDERS

#### § 1

(1) The Client may terminate an order free-of-charge in written or signed form or via ICON within 24 hours after order-placement.

(2) If the debt is paid within the period stated under Point 1, the Client is not required to pay a fee.

§ 2 If the Client terminates an order within 90 days after the order date, Coface Central Europe is entitled to charge 50% of the success fee calculated on the basis of the total amount of the claim.

§ 3 If the Client terminates an order after 90 days after the order date, Coface Central Europe is entitled to charge a negative flat fee in case the debt could not yet be totally or partially collected.

§ 4 If the Client terminates an order after 24 hours after the order

placement and a payment plan has been mutually accepted, Coface Central Europe is entitled to charge 100% of the success fee calculated on the basis of the total amount of the payment plan. This clause does not apply if the order is terminated in the period stated under Art IV § 1 Point 1.

### ■ Article V – COMMUNICATION BETWEEN COFACE CENTRAL EUROPE AND THE CLIENT

#### § 1

(1) The Coface Central Europe subsidiary in charge of Debt Collection is obliged to inform the Client of all important actions.

(2) With respect to liability, the regulations of Art VII § 3 Point 1-2 shall be applied.

§ 2 The communication described in § 1 shall not be dependent on a particular medium or channel; it will be carried out primarily via ICON for orders been placed via ICON.

#### § 3

(1) The Client shall provide Coface Central Europe or the subsidiary in charge of Debt Collection with additional information or documents relating to the claim if previously requested by Coface Central Europe or by the acting subsidiary.

(2) The Client agrees to transmit all documents and information to Coface Central Europe or one of its subsidiaries at his/her own risk, and only copies of relevant documents should be transmitted. Coface Central Europe and its subsidiaries shall accept no responsibility for documents. Coface Central Europe and its subsidiaries are not obliged to store documents for more than three months.

§ 4 If the Client is responsible for debt collection and Coface Central Europe or one of its subsidiaries acts as a subcontractor, the Client shall also provide additional information or documents relating to the services performed by the Client.

#### § 5

(1) The Client shall provide written notice to the Coface Central Europe subsidiary in charge of Debt Collection when the debt or any part thereof has been paid, as soon as reasonably practicable after receipt of payment but not longer than seven days following the date of such payment.

(2) If the Client fails to observe these provisions and the activities of Coface Central Europe therefore become ineffective or impractical, Coface Central Europe is entitled to charge a fee equal to the larger of 50% of the success fee calculated on the basis of the total amount of the claim and 100% of the success fee for the unreported payment.

§ 6 If the Client does not confirm payment in due time as indicated in Art V § 5 Point 1, the Coface Central Europe subsidiary in charge of debt collection has the right to issue an invoice for the success fee on the basis of a bank transfer receipt provided by the debtor.

### ■ Article VI – DATA PROTECTION

With the placement of a collection order, the Client expressly acknowledges his/her compliance with the provisions of the Austrian Data Protection Act ("Datenschutzgesetz") for the processing and transfer of data and also agrees to the corresponding processing and communication of data by Coface Central Europe or one of its subsidiaries. The communication of data is part of the business activities of Coface Central Europe.

### ■ Article VII – LIABILITY

§ 1 Coface Central Europe shall handle all claims in accordance with



the directives of the Clients and in full consideration of his/her interests. Due to the special risks associated with Debt Collection, liability for all orders placed with Coface Central Europe or with one of its subsidiaries

(1) is restricted to the fee charged by Coface Central Europe in the event of ordinary negligence, and

(2) is excluded with respect to agents not directly employed by Coface Central Europe or one of its subsidiaries. These agents may be

a) employees of debt collection agencies, who have been commissioned by Coface Central Europe or one of its subsidiaries to proceed with Debt Collection, or

b) persons authorised directly by the Client - and who are not employees of Coface Central Europe or one of its subsidiaries - to proceed on a debt collection case that has been received and accepted by Coface Central Europe. This regulation shall also remain valid if the Client appoints a person to collect the debt after Coface Central Europe or one of its subsidiaries has received and accepted an order.

#### § 2 Liability for information provided:

(1) Reports or information provided by Coface Central Europe or one of its subsidiaries to the Client may, in whole or in part represent expressions of advice or opinions based on data supplied by third parties. Coface Central Europe will be unable to verify the accuracy of such information in every case and will therefore accept no liability for any errors therein or omissions thereto.

(2) Neither Coface Central Europe nor any of its subsidiaries will be liable for any loss or damage whatsoever as a result of the Client's use of any report or information supplied by Coface Central Europe or one of its subsidiaries.

#### ■ Article VIII – INVOLVEMENT OF THIRD PARTIES BY THE CLIENT

§ 1 The Client may not submit or assign any claim for Debt Collection to any third party, which was previously submitted or assigned to Coface Central Europe or one of its subsidiaries, unless this order has been withdrawn or expired so as not to endanger collection of the Client's debt.

§ 2 If the Client fails to observe the provisions set forth in § 1, Coface Central Europe or the subsidiary in charge of Debt Collection is entitled to terminate the order and/or to charge 100% of the success fee calculated on the basis of the total amount of the claim.

#### ■ Article IX – OTHER AGREEMENTS

All other agreements and amendments related to these "General Terms and Conditions for Debt Collection" shall only be valid in written form.

#### ■ Article X – JURISDICTION AND APPLICABLE LAW

§ 1 These General Terms and Conditions and all agreements between Coface Central Europe and the Client shall be governed and interpreted by Austrian law. The exclusive place of jurisdiction is 1030 Vienna.

§ 2 In the event of special agreements between a subsidiary of Coface Central Europe and the Client, the applicable law shall depend on the country in which the subsidiary is located. It is also possible to designate the law of a third country or the country in which the Client is located as applicable. The subsidiary and the Client must agree on the place of jurisdiction.

#### ■ COFACE CONTACT DETAILS

Coface Central Europe Holding AG

Marxergasse 4c

1030 Vienna

T. +43/1/515 54-538

F. +43/1/512 44 15

E-mail: [office@cofacecentraleurope.com](mailto:office@cofacecentraleurope.com)

Web: [www.cofacecentraleurope.com](http://www.cofacecentraleurope.com)