

GENERAL TERMS - ASSUMPTION OF DUNNING AND DEBT COLLECTION RESPONSIBILITIES

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■ DEBT COLLECTION SERVICES PROVIDED

1. Coface Austria Kreditversicherung Service GmbH (Coface) will undertake debt collection services for undisputed, outstanding claims including accumulated interest for domestic and foreign debts under the following general terms and conditions.
2. Coface promises to independently collect undisputed, outstanding claims through affiliated companies within the Coface Group or third parties. Coface is empowered by creditors or a third-party acting in the name of the creditor (hereinafter "customer"). Coface is authorised to collect outstanding claims under its own name but in collaboration with the customer, and to undertake all necessary steps.

■ CUSTOMER'S RIGHTS AND OBLIGATIONS

1. During the debt collection process, the customer must hand over all information, confirmations and documents to Coface that are necessary to successfully collect the overdue amount.
2. All costs that have already accrued to the customer in the context of debt collection are included together with the outstanding claims for Coface to collect.
3. The customer provides Coface with a list of outstanding claims and description of the legal situation. This includes the following information in particular:
 - Full name and last address of the debtor (if possible: date of birth, telephone number, name and address of the attorney or a legal representative);
 - Level and currency of the outstanding claim;
 - Date of the invoice;
 - Due date and date of default;
 - Agreed interest on arrears p.a.;
 - Costs accruing to the customer associated with the non-payment of the outstanding claim.
4. After hiring Coface for debt collection, the customer may not directly or indirectly contact the debtor or conclude agreements with the debtor without prior approval from Coface. The customer leaves all negotiations and correspondence to Coface, and will immediately inform Coface in writing of all contact data, proposals and payments by the debtor, as well as any changes to the information in the assignment.

■ COFACE'S RIGHTS AND OBLIGATIONS

1. Coface is obligated and entitled to undertake all necessary, appropriate and financially reasonable steps to collect the outstanding claims. This may be done in-house or by engaging a third party. If requested by the customer, Coface will provide the following services:
 - (a) Information on the steps undertaken to collect the debts;
 - (b) Recommendation of outside attorneys to pursue an in-court collection of claims.
2. Coface will keep an appropriate cost-benefit relation in mind when pursuing the collection of debts. Coface can, without indicating the reasons, turn down or refuse to continue a debt collection assignment.
3. Coface will immediately inform the customer of any new information that can hinder the collection of claims. In this case, the customer will decide whether Coface should continue to pursue or cease debt collection.
4. Coface is empowered to accept settlement offers by debtors, especially the payment of partial payments, or to grant the debtor a respite, providing that the customer's written approval is obtained beforehand (item 1. shall be correspondingly applied).
5. If a debtor disputes the claim and court proceedings for the collection of debts becomes necessary, the customer's written approval must be obtained before court proceedings can commence. The customer will bear all the costs accruing during the court proceedings for the collection of debts. Coface will receive an advance from the customer if required.
6. All of the costs associated with debt collection, collection proceedings and/or court proceedings and for legal advisers associated with this agreement shall be borne by the customer.

■ EXCLUSION OF LIABILITY/CUSTOMER'S SPECIAL OBLIGATION TO PROVIDE INFORMATION

1. Due to the special risks associated with carrying out the assignment, liability shall be excluded for all of Coface's assignments for slight negligence and for subcontractors who are not employees of Coface.
2. Coface's debt collection activities do not include monitoring the statutory period of limitation. This responsibility is solely the customer's. If any claims assigned for debt collection will be subject to the statute period of limitation within three months after Coface has been hired for debt collection, the customer must independently notify Coface of this fact; otherwise, Coface is excluded from all liability. Irrespective of the above consideration, the customer must bear in mind the expiration of the statutory period of limitation and communicate this fact to Coface or provide instructions.



■ PERSONAL DATA PROTECTION AND CONFIDENTIALITY

1. All information or personal data that is communicated by the customer in the context of the debt collection assignment will be kept confidential outside of the Coface Group. Coface they only pass on this information and personal data to third parties without the customers written approval when essential to pursue the debt collection assignment. This includes in particular passing on personal data as specified under Article 3.1.
2. Upon granting the debt collection order, the customer expressly declares that it has an overriding, justifiable interest in the processing and transmission of the associated data in accordance with the provisions of the General Data Protection Regulation (GDPR) as well as of all other valid data protection provisions, and authorises Coface to process, save and transmit this personal data. The transmitting and saving of personal data is a legitimate aim of Coface. When a file is closed, the provided documents and title will be given to the customer. The contents of the file will then be destroyed if not mandated otherwise by statutory archiving periods.

■ REMUNERATION AND INVOICING

1. Coface is entitled to a basic fee for each debt collection order as well as a commission for each successfully collected and paid claim corresponding to the general price list in its respectively valid version.
2. Coface is also entitled to a commission for successful completion when the claim is paid directly to the customer, providing that the customer has not effectively terminated the related debt collection order.
3. All payments made to Coface in the context of debt collection (or paid to the customer and reported to Coface) will be recorded and communicated to the customer at the end of each month.
4. Incoming payments will first be credited to offset accrued costs, then fees up to the amount of the accrued interest. Upon granting the debt collection order, the customer expressly agrees that Coface will deduct (as described) the basic fee, commission for successful collection, and all other costs to be paid by the customer from the claim amount to be collected from the debtor, and will hand over the remaining amount to the customer. If the customer does not confirm payment within seven (7) days, Coface is entitled to prepare an invoice for successful debt collection commission based on the bank transfer confirmation provided by the debtor.
5. If the customer hires Coface to collect debts that are then paid before the order is granted, Coface is entitled to charge a commission for successful debt collection amounting to 50%, or at least EUR 100, of the commission for successful debt collection.

If the customer terminates the order within 90 days after the order is granted, Coface is entitled to charge 50% of the commission for successful debt collection that would apply to the entire claim. The same amount is due Coface if steps to collect the claim prove to be inefficient and unnecessary because the client has not informed Coface of direct contacts that it maintains with its debtor (especially regarding settlement proposals, etc.).

If the customer cancels an order more than 24 hours after granting the order and a mutual payment agreement has been concluded, Coface is entitled to invoice 100% of the commission for successful debt collection for the entire amount of the payment plan.

If the customer does not acknowledge receipt of payment from a debtor within seven working days, Coface is entitled to invoice the commission for successful debt collection. In this case, the commission for successful debt collection will be based on the amount that the customer was notified of by the debtor.

■ CANCELLATION CONDITIONS

1. It takes three days for free-of-charge cancellation. If a debt collection order is cancelled after three days or before and during court collections, a processing fee of EUR 20 will be charged in addition to documented expenditures. If the customer receives payments or billable services after engaging Coface, Coface is entitled to a fee of at least EUR 20.

If an international order for debt collection is cancelled after the three-day, free cancellation period, 50% of the agreed fee, or at least EUR 55, will be charged.

2. If Coface or an individual employed under item III.1. concludes a payment instalment plan with the debtor with the customer's approval, or another agreement that obligates the debtor to perform, including offsetting with counterclaims by the debtor, Coface is due payment according to the general price list even if the customer cancels the order. The option of an extraordinary notice of termination shall remain unaffected.
3. All payments and compensation that arise from the debt collection order become due on the termination date of the debt collection order.

■ PLACE OF JURISDICTION AND APPLICABLE LAW

1. Each debt collection order is subject to Austrian law with the exclusion of the UN Convention on Contracts for the International Sale of Goods and its reference provisions.
2. The relevant court with a jurisdiction of 1010 Vienna is responsible for all disputes arising from the debt collection order, or associated with the debt collection order.

■ FINAL PROVISIONS AND ADDITIONAL AGREEMENTS

1. Upon granting the debt collection order, the customer acknowledges the exclusive validity of these terms and conditions to the exclusion of any other terms and conditions.
2. Should a provision of these general terms and conditions be null or void, it does not affect the validity of the remaining provisions. In such a case, the contractual parties will replace the invalid and unenforceable provision with a valid and enforceable one that most closely approximates the purpose of the provision to be replaced.
3. If not otherwise agreed, communications regarding the debt collection order will be made in writing by mail, fax or e-mail, or through the online application provided on Coface's homepage at www.coface.at.