

## **CREDITREFORM POLSKA – SERVICE REGULATION**

### **1. GENERAL RULES**

- 1.1. Creditreform Polska holds an exclusive right to use the name and logo of Creditreform on the Polish territory.
- 1.2. The resolutions included in this regulation are binding both for the Creditreform Polska and for the customer.
- 1.3. Creditreform Poland performs single commission realizations as well as gives the opportunity to use the services in membership system.

### **2. MEMBERSHIP IN CREDITREFORM POLSKA**

- 2.1. Only companies operating in Poland can become members of Creditreform Polska.
- 2.2. To obtain a status of Creditreform Polska member it is necessary to submit a declaration and to contribute the annual membership fee payment according to rates specified in the tariff.
- 2.3. Membership in Creditreform Polska has unlimited time duration. Membership terminates after 3 month form it's written termination. Such termination does not result in a pay-back of membership fee. Creditreform Polska can terminate the member's membership if the member fails to contribute the membership fee.
- 2.4. Contribution of membership fee does entitle a members of Creditreform Polska to:  
lower prices of services, priority in obtaining information, ordering services by phone, within one year since filing the first report receive free of charge all the complementary information about significant negative changes concerning Polish companies that were within its scope of interest, be granted a direct on-line access to the data bases with reports of foreign and Polish companies creditworthiness
- 2.5. The Creditreform Polska guarantees its members fixed prices valid from the subscription payment until the subscription expiration. The subscription price is calculated on the basis of the cost of the report about a Polish company, however, it may also be used to pay for the other services rendered.
- 2.6. The subscription is valid 12 month since purchase date and is not a subject of pay-back. Prolonging of the unused subscription quota for another 12 month is possible only if a new subscription of value not smaller than previous one is purchased.

### **3. AVAILABILITY OF REPORTS ON COMPANIES**

- 3.1. Creditreform Polska provides information on companies in term accordant to order and as soon as possible. Creditreform Polska takes every effort to ensure that the information is reliable and presents the most complete image of the company to the extent allowed by the available sources of information.
- 3.2. Economic reports provided by Creditreform Polska are to be used as a decision support. Using the information provided by Creditreform Polska the ordering party takes decisions at it's own risk. Creditreform Polska is not legally liable for exactness and credibility of the data sources and accuracy of the decisions taken on the basis of the report.
- 3.3. When gathering the data Creditreform Polska uses generally available sources of information and direct contact with the company involved. We do protect the anonymity of the ordering party.
- 3.4. The Creditreform Polska draws up economic reports in accordance with a specific standard described in our company's folder.
- 3.5. The information about the absence of a company at the address provided by the ordering party is deemed a report too.
- 3.6. The information relayed is earmarked exclusively for the recipient and is the property of Creditreform Polska. The information's recipient pledges to use it exclusively for the purpose for which it has been transferred and to properly protect it against the access of the third parties.
- 3.7. Economic information may be ordered by internet, telefax, telex, e-mail or in person at the Creditreform Polska (principal) office.
- 3.8. In case of default on the deadline by Creditreform Polska - the report's price is lowered correspondingly to the true date of the transfer.
- 3.9. Creditreform Polska commences servicing the non-member companies upon receiving an order and the report's price payment receipt.
- 3.10. While executing the reports price payments, only written reclamations concerning the report content, delivered to the Creditreform Polska within 14 days from date of report reception are considered.

#### **4. MARKETING SERVICES**

- 4.1. Marketing information offered as per the price-list includes the following data on a company: name, address and trade specification as well as the available telecommunication numbers. Other information can be provided for a separate charge. Criteria for selection of firms from the data base are provided by the ordering party.
- 4.2. The marketing services price-list applies to the information transferred in the print-out form. Information in form of diskettes or self-adhesive address labels can be provided for a separate charge.
- 4.3. The data of the client can be processed for marketing purposes. The clients agree for using their e-mail addresses by Creditreform Polska for marketing purposes.

#### **5. DEBT COLLECTION OF OVERDUE AMOUNTS - OUT OF COURT PROCEEDINGS**

Out of court debt collection is a measure aiming at collecting non-contentious and overdue liabilities by way of settlement

##### **A. Domestic debt collection**

- 5.1. Creditreform Polska takes up, by virtue of a written order, debt collection from the companies on the territory of Poland and abroad as per the rates specified in the tariff.
- 5.2. Orders concerning debt collection of the non-contentious liabilities and those which are not a subject of litigation are taken into consideration only. The ordering party is responsible for any possible consequences of providing incomplete or untrue data.
- 5.3. Only signed and sealed order is valid. It should be accompanied with the copies of the documents specified in the order form and the other deemed indispensable by Creditreform Polska.
- 5.4. Conditions necessary for the order acceptance are: submitting the documents referred to under item 5.3, and reception of order acknowledgment.
- 5.5. Signed order does stand for the confirmation of Creditreform Polska Service Regulation acceptance by the ordering party including the obligation to pay the commission on collected liabilities and preliminary payment accordingly with the valid tariff of Creditreform Polska.
- 5.6. Within the non-refundable preliminary payment Creditreform Polska checks on the debtor's financial status and makes an analysis of the documents received from the ordering party. This serves as the basis for acceptance or rejection of the order.
- 5.7. Claim collecting proceedings take usually no longer than 3 months since the order confirmation date. All the creditor's (orderer's) contacts with the debtor concerning the collection process can be maintained in this period only via Creditreform Polska.
- 5.8. The creditor (orderer) is obliged to notify Creditreform Polska forthwith of any new developments which may affect debt collection proceedings.
- 5.9. Creditreform Polska decides about the movements indispensable to collect the debt.
- 5.10. Creditreform Polska may, with the agreement with the creditor, allow the debtor to pay in instalments, reduce the debt amount or determine other forms of satisfying the claim, such as return of the merchandise etc.
- 5.11. By the Acknowledgement of these Regulations, the ordering party agrees that the debt collection may take place by means of transfer of the amount due either to the account of Creditreform Polska or the orderer's. Creditreform will not be charged for bank fees related to such transfers. Within 7 days from entire or partial recovery of the liability Creditreform Polska will transfer the amount recovered, less the due commission and other costs, to the creditor's account. In case of transfer of the amount due to the orderer's account or settling the accounts in other form the orderer is obliged to pay the commission within 7 days of settling the claim in its entirety or in part.
- 5.12. The commission is an agreed percentage of the amount of settlement determined as per the Creditreform Polska tariff.
- 5.13. The commission is also due in case, when in the course of debt collecting proceedings the ordering party withdraws unilaterally the power of attorney or enters into any agreement with the debtor or with any third party in regard of paying off the debt.
- 5.14. Creditreform Polska does not check the claims expiration terms. The ordering party is obliged to notify Creditreform Polska about the claims expiration terms at the least 3 months before the expiration date.

##### **B. Debt collection abroad**

- 5.15. Debt collection proceedings abroad are conducted by the Creditreform bureau competent for the venue, taking into account local means, options and legal regulations. Additional costs resulting therefrom are chargeable to the ordering party.
- 5.16. Creditreform Polska informs currently about the collecting proceedings outcome. In case the creditor (orderer) does not respond to the inquiries which require him to take a specific stand - Creditreform Polska is entitled to suspending or closing the proceedings.
- 5.17. The cost of debt collecting abroad consist of the preliminary charge and the commission as specified in the tariff. The order is activated after the preliminary charge payment. Within the non-returnable preliminary charge the checking of the debtor's financial status is conducted and the analysis of the documents provided by the ordering party is made. This is the basis of a decision of accepting or rejecting the order. Successful execution of the order does oblige the ordering party to pay the agreed commission to the account of Creditreform Polska within 7 working days. Duration of debt collection proceedings abroad is country specific, but usually not shorter than 3 month. In abroad debt collection process the regulations from point A take effect.

**6. DEBT COLLECTION OF OVERDUE AMOUNTS – COURT PROCEEDINGS ON POLISH TERRITORY**

- 6.1. In case the out of court approach fails, the case turns out a litigious one or in need of mediation Creditreform provides legal assistance of the cooperating law offices in the country and abroad in pursuing the action of liability collection.
- 6.2. Transfer of cases is in progress only when client gives appropriate signed power of attorney.
- 6.3. Signing the power of attorney does imply the acceptance of court costs submitted by Creditreform Polska.
- 6.4. Costs of court registration, execution, court representation (advocate\solicitor), other costs of advocate\solicitor (travels, hotels)are covered by the ordering party with an advance payment which will be cleared after the court proceeding is finished.
- 6.5. Law offices are exclusively responsible for proper realization of orders.
- 6.6. In cases when the entire debt amount or it's part is collected Creditreform Polska has the right to commission from evicted sums according to tariff accepted by the Client – who does submit appropriate power of attorney to the legal office.

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