

General Terms and Conditions of the KSV 1870 Forderungsmanagement GmbH for the Collection of Debts

KSV1870

For all the KSV1870 Forderungsmanagement GmbH clients

I. Nature and scope of the collecting service

- 1) KSV1870 Forderungsmanagement GmbH (KSV1870 Fdmgmt) undertakes the out-of-court collection of uncontested and due domestic and foreign debts, as well as the monitoring and doubtfuldebts collection in Austria and partly abroad. In case of debts recoverable in court, KSV1870 Fdmgmt will designate a lawyer.
- 2) KSV1870 Fdmgmt may refuse acceptance or the further handling of a collection order without giving any reason.
- 3) The client entrusts KSV1870 Fdmgmt with the conduct of negotiations and correspondence, informing it in writing of any and all contacts, suggestions and payments made by the debtor as well as any changes in the order data.
- 4) All the conditions listed in these General Terms and Conditions for the Collection of Debts are deemed valid also for any future orders placed by the client, even though they may not be given with explicit reference to these Terms and Conditions.

II. Settlement

- 1) In case of collections of domestic debts in and out of court, KSV1870 Fdmgmt's expenses are covered through the reimbursement of the costs and through interest paid on arrears. Incoming payments will at first be counted towards fees and expenses and then towards the principal.
- 2) In case of collections of claims against foreign debtors as well as in the case of monitoring collections and doubtful-debts collections, KSV1870 Fdmgmt will receive a performance fee according to the price list valid from time to time. The salvage amount realised, serving as the basis for assessing the KSV1870 Fdmgmt's performance fee, comprises money, receipts in kind, or any other payments quantifiable in terms of value. Out of the salvage amount the expenses are covered first, and then the principal.
- 3) Where foreign debts are recovered, any legal, court and translation expenses, if applicable, are passed on.
- 4) Where the client is entitled to input-tax deduction, he will be charged with the value-added tax out of the fees paid by the debtor.
- 5) The client is obliged to take every step and not to omit anything in order to make the compensation due to the KSV1870 Fdmgmt completely recoverable pursuant to the provisions of Federal Gazette no. 141/1996 as amended from time to time. In particular, the client will not grant or consider any discounts on the aforementioned fees for the debtor and, in case of claims being asserted in court, the client will demand that payment of the fees is effected as part of the damages payable by the debtor. If this obligation is not met, the client will have to indemnify KSV1870 Fdmgmt in respect of all the fees when rendering the account, and that irrespective of whether the fees could have been made collectible from the debtor or not.

III. Reimbursement of expenses

- 1) When processing is stopped by the client while the matter is being handled in and out of court, the client is charged the expenses listed in the current price list.
- 2) For collections of domestic claims in and out of court, KSV1870 Fdmgmt is also entitled to reimbursement of expenses to the extent of the chargeable default interest as well as the fees payable by the debtor and any other fees stipulated by law, if
 - the claim is unfounded;
 - the client is directly compensated by the debtor by means of money, in kind or otherwise, even after the processing had been stopped. The client will inform KSV1870 Fdmgmt without delay of any such contributions on the part of the debtor, allowing KSV1870 Fdmgmt to render the account;
 - the client engages a different collecting agency or another third party;
 - the client stops the processing;
 - the client fails to give any further instructions.
- 3) If processing is stopped by the client within the framework of the monitoring and doubtful-debts collections, KSV1870 Fdmgmt will receive the expenses accrued up to that stoppage as well as the performance fee on the basis of a salvage value achieved up to that point of time – and also in the future.

- 4) Where processing related to the recovery of foreign claims is stopped by the client, the fees are those indicated in the valid price list. If KSV1870 Fdmgmt or the partner firm mandated by KSV1870 Fdmgmt reaches an agreement with the debtor, subject to the client's consent, on payment instalments or another arrangement obligating the debtor to pay – which includes offsetting against the debtor's counterclaims – KSV1870 Fdmgmt is entitled to receive 100% of the performance fee even when processing is stopped by the client.

IV. Diligence and liability

- 1) Owing to the special risks associated with the execution of the order, liability for all orders placed with KSV1870 Fdmgmt excludes liability for slight negligence and for agents not directly employed by KSV1870 Fdmgmt.
- 2) KSV1870 Fdmgmt does not monitor periods of limitation. It is the client who has to keep an eye on the limitation periods and to take steps in due time to prevent claims from becoming statute-barred. If claims become statute-barred within three months from the issuing date of the collection order, the client shall be obliged to make special mention thereof. KSV1870 Fdmgmt will not assume any liability for claims becoming statute-barred.
- 3) Within the framework of monitoring and doubtful debt recovery, KSV1870 Fdmgmt may, at its own discretion, decide whether to take action or arrange for action in or out of court. Failure to institute recoveries shall not give rise to any liability of whatever nature.

V. Data protection

By placing the collection order, the client expressly declares to have a predominant and legitimate interest in processing and transmitting the associated data within the meaning of the EU General Data Protection Regulation and the Data Protection Act (as amended from time to time) and acknowledges their processing and transmission by KSV1870 Fdmgmt as well by KSV1870 Information GmbH and KSV1870 Holding AG, all at Wagenseilgasse 7, 1120 Vienna, for the purpose of contract fulfilment. The client further acknowledges that the debtor's data is processed by KSV1870 Fdmgmt and KSV1870 Information GmbH for the purpose of assessing the debtor's credit-worthiness.

VI. Insolvencies

The client agrees that, if insolvency proceedings are instituted against a domestic debtor during the collection process, Kreditschutzverband von 1870, Wagenseilgasse 7, 1120 Vienna insolvency department will undertake to represent the client during such proceedings. Once the client has notified the institution of insolvency proceedings, he will provide Kreditschutzverband von 1870 with the required written power of attorney, unless a general power of attorney already exists. An obligation on the part of Kreditschutzverband von 1870 to represent the client during the insolvency proceedings is not to be inferred from the above.

VII. Miscellaneous

- 1) Accessory agreements and supplements to these General Terms and Conditions must be made in writing to be valid.
- 2) By placing the collection order the client acknowledges the exclusive validity of these General Terms and Conditions under exclusion of any of his own business conditions.
- 3) Unless otherwise agreed upon, the directives and fee rates for collecting institutes of the Federal Guild of Real Estate Agents and Financial Advisers shall apply as amended from time to time.
- 4) If any one provision of these General Terms and Conditions is invalid, it shall be replaced by a provision that most closely reflects the economic purpose of the invalid provision, with all the other provisions remaining unaffected in any case.
- 5) When a file is closed, the transmitted original documents and items will be handed over to the client. Any other records on file will be destroyed upon expiry of the legal retention period.
- 6) The exclusive place of jurisdiction is 1010 Vienna.
- 7) Each and every order shall be governed by Austrian law.

Valid from 25 May 2018.

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