



## General Terms and Conditions for Germany and Austria

### We guarantee

AKZEPTA accepts the out-of-court settlement of debt collection for a client according to the legal regulations induces and coordinates, if required, enforcing claims by legal actions, and compulsory execution. The complete settlement is performed without membership and without a long-term contract. In case the client is not satisfied with the service, he is entitled to end the partnership at any time, without giving reasons or paying for any costs (with the exception of incurred fees and expenses due to the solicitor, in case of already started legal proceedings).

### We offer:

Checking the debt collection order for the completeness of required data; entering the required date into our EDP system for processing and invoicing; corresponding with the debtor and his legal representative; asserting claims by instalment payments, if necessary in agreement with the client; monitoring the payments by instalment; free of charge individual information service by freely selectable reporting dates with statistics, comparison and industry data, a bound copy of annual reports as well as additional information in case certain situations occur during the procedure. To be able to adapt to the client's internal technology, as well as coordinating data, with their accounts receivable management. Daily transfer of incoming monies, together with transfer report. Extraordinary dialogue system by constant viewing of files on the Internet with different types of listing, depending on processing status, records of success as well as checklists overview, sorted according to the status of case-related mail service. Also included is an overview of all still open processing requests, which guarantee additional comfort.

### What we decide

AKZEPTA reserves the right to accept a mandate to collect debts respectively and is entitled to stop proceedings if the case is hopeless or does not appear to be practical anymore. It is up to AKZEPTA to sort out its remuneration, which in case of a success, is to be borne solely by the debtor, as well as the realised default interest dating from the day of acceptance of mandate. Special conditions are available with extremely high interest payments and a steady business relationship. AKZEPTA is entitled to destroy documents made available to them, three months after conclusion of contract, if they have not been requested to be returned to the client.

### To be taken into consideration

The demand for debt collection must be justified and the delay must already have taken place, the client is obliged to point out disputable issues in time. If the demands are not justified, the client is liable to pay for already incurred solicitor's fees and expenses. All payments received by the client must be reported to AKZEPTA immediately, so that no costs occur for which the debtor is not liable and which therefore would be charged to the client. Special arrangements need to be made in writing and are subject to approval by the management. Place of jurisdiction of AKZEPTA is the appropriate court at the location of the office working on the specific case.

### Where the costs are concerned

Where collected demands are concerned, the client does not have to bear any costs either for out-of-court procedures nor for court procedures as these have already been charged to the debtor during the debt collection process as damages caused by delay. After a successfully concluded mandate the collected damages caused by delay remain with AKZEPTA respectively with the respective solicitor. When demands cannot be collected, with reference to the out-of-court procedure activities, the client assigns his claims to AKZEPTA in lieu of his reimbursement of costs from the debtor; AKZEPTA accepts the assignment and waives all other fees. Therefore the client does not have to pay any debt collection charges, even with extensive and time-intensive cases. With legal actions, the client assigns part of his claim to the solicitor, arranged for by AKZEPTA, in lieu of the reimbursement from the debtor, so that the client only pays for the incurred expenses and a reduced fee. In Austria, only the incurred expenses are invoiced. A reduced fee is not acceptable, as long as adversary court proceedings (after an appeal / filing an objection to a judicial reminder procedure) for the assignment of the claim have to be started or the client uses a solicitor not accepted by AKZEPTA.



### Demands abroad

Due to the various different legal rulings abroad, in Germany as well as in Austria, AKZEPTA is not in a position to remove the risk of charges from the client. In addition to the already mentioned conditions, the following is valid: should it not be possible, in case a procedure is stopped – either due to the legal situation abroad or due to bad debts, for the debtor to pay the court charges, the client will have to reimburse these costs. The debt collection cost by AKZEPTA will be compounded.