





### **Charter of reciprocal commitments** General Terms and Conditions

It is possible to derogate from the general conditions described below, through a written agreement exchanged between Europe Debtcollection and the client. The indicated terms and conditions are in accordance with the articles 1984 à 2010 of the Code Civil and with the Decree of 18th December 1996 which governs the debt collection activity in France.

#### **Europe Debtcollection, whose services are certified Quality ISO 9001 by the AFAQ, commits to :**

- Deal as proxy with overdue accounts by amicable collection at reception of an e-mail, a fax or an assignment form and all supporting documents.
- If required, start a legal action upon reception of the client's written agreement, and carry through legal procedure until achievement.
- Recover the amounts due in the first place without any other charges than those allowed by the legal texts or contractual conditions agreed between the creditor and the debtor. If the debtor pays off these charges, the client allows Europe Debtcollection to keep in priority these amounts as additional fees.
- Pay the collected amounts within 30 days at the end of each month.
- Keep the settled or closed accounts during 12 months. During this period, the client can obtain these documents back by paying off the research and shipment expenses.
- Carry out all sorts of services – related to collection – with the client's written agreement who would be informed of the cost of such services.
- The fees below distinguish debt collection in France or in another country of the world carried out directly by the departments of Europe Debtcollection and, debt collection in a country outside France carried out with the assistance of a local correspondent.

#### **Fees**

##### **Receivables to be collected in France**

The rates of success fees below apply to the amounts collected by Europe Debtcollection either by amicable or legal means:

- 5% excluding VAT on sums exceeding 20 000 €
- 10% excluding VAT on the fraction between 10 001 and 20 000 €
- 15% excluding VAT on the fraction between 2001 and 1000 €
- 20% excluding VAT up to 2000 € recovered

For accounts under 300 € success fees are 25% excluding VAT.

##### **Receivables to be collected in another country of the world**

- The success fees remain the same to those above indicated when Europe Debtcollection obtains the payment of the amounts due without the assistance of a local correspondent in the debtor's country.
- The claims transmitted to a foreign partner are charged with a flat rate of

105€ for each account assigned. The fees for amicable and legal intervention (excluding translation costs) are still based on the principle NO COLLECTION, NO FEES. Only the rates of success fees can vary according to the debtor's country and in any case the agreement of the customer will be required before any transfer to a third party.

##### **Expenses for legal proceedings**

- A legal procedure is implemented by Europe Debtcollection or one of its correspondents after written agreement of the client who will have been informed of the costs of legal proceedings.

##### **The client assigns Europe Debtcollection to collect his/her receivables and agrees to :**

- Entrust its accounts exclusively to Europe Debtcollection. The receivables must be unquestionable, liquid and claimable, for which the client must be able to provide the exact name and address of his/her debtor as well as any type of supporting documents.
- Inform immediately Europe Debtcollection of any payment directly received from the debtor.
- Settle in advance all legal costs, recovered from the debtor.
- Pay off all sorts of special services, which the client would have requested or accepted and notably, tracing of debtor's new address, the draft and lodge of a demand and of a writ of summons, the constitution of a file for proceeding purposes and its follow-up.
- Pay success fees on all amounts directly received by the creditor from the debtor, as well as payments received by Europe Debtcollection on his behalf. Fees are due both for amicable and legal collection. They will be deducted from the amounts collected by Europe Debtcollection or charged in case of direct payment received by the client. These fees also apply to the amount invoiced in case of a return of goods, credit notes issued after actions started by Europe Debtcollection or if the creditor does not provide the corresponding paperwork or does not reply to demands of instructions and finally if the receivable happens to be uncertain and undue.
- Pay success fees on the amount of the debt entrusted if the debtor establishes that the claim is unjustified.
- Bear the fees caused by the cancellation of the collection assignment by registered mail with acknowledgement of receipt, that is to say 50% of fees after amicable intervention, 75% after lodging a demand and a writ of summons or amicable payment agreement made by the debtor in addition to the procedure expenses already engaged.

**The partners assign the competence of the Commercial Court of Europe Debtcollections' head office, anticipating that in case of default of payment Europe Debtcollection will apply a 15% penalty, excluding overdue interests calculated three times the legal rate.**