

General conditions

Valid from 25/05/2018

GENERAL

- 1.1 These conditions apply to all offerings carried out by and contracts concluded with Intrum with a view to the provision of services in the area of debt recovery and/or the giving of advice in the area of debtor management.
- 1.2 Before Intrum proceeds to the provision of services in the area of debt recovery and/or the giving of advice in the area of debtor management, the client must conclude a contract with Intrum. These conditions form an integral part of the aforementioned contract along with the price list in force at the time of signature of the contract. The contract, these conditions and the price list in force together constitute the agreement with the client (hereinafter 'the Agreement').
- 1.3 Agreements that deviate from these conditions and/or deviant conditions from the client may only be binding for Intrum if said agreements and/or conditions are expressly accepted in writing by Intrum. Agreements with or commitments by a third party that performs work at Intrum's bidding shall not be binding for Intrum unless these agreements or commitments are expressly confirmed by Intrum in writing.
- 1.4 Unless otherwise agreed, the Agreement shall be entered into for a minimum period of 12 months, each time extended by tacit agreement for the same period, unless one of the parties terminates the Agreement in writing by registered letter 3 months before the expiry of a period of 12 months. It is not necessary to give the reason for termination. Intrum is entitled to terminate the Agreement immediately without compensation for termination or damages if there are suspicions of fraud by the Client that affect the legality of the debt recovery assignments transferred to Intrum by the Client.
- 1.5 The Intrum recovery procedure is made up of: a collection, legal and debt monitoring procedure or a collection and debt monitoring procedure or a legal and debt monitoring procedure or a debt monitoring procedure only. The Client authorises Intrum to follow all necessary procedures with a view to debt recovery, i.e. collection, legal and debt monitoring procedures, unless otherwise agreed in the Agreement.
- 1.6 Intrum reserves the right to refuse one, several or all affairs and/or files - hereinafter referred to as assignments - within the framework of the Agreement if it can give a good reason for this.
- 1.7 If special limitation periods apply to a given assignment, the client shall undertake to inform Intrum of this at the latest at the time of transferring the assignment to Intrum. If the client fails to do this, Intrum cannot be held liable for any damage that may arise from this for the client.
- 1.8 Intrum reserves the right to request an advance from the Client regarding one, several or all assignments within the framework of the Agreement.
- 1.9 Within the framework of an assignment, Intrum is not obliged to return documents made available by the client or to keep them.
- 1.10 If the client does not fulfil his obligations arising from the Agreement, for example due to late payment of an invoice, Intrum is entitled to suspend its obligations based on said Agreement.
- 1.11 Intrum is entitled to transfer a current Agreement, including all rights and obligations, to a third party.
- 1.12 These conditions may also be consulted at www.intrum.be.

PRICES

- 2.1 The prices are listed in a separate price list, which constitutes the Agreement together with the contract and these conditions.
- 2.2 Intrum reserves the right to change the prices by issuing a new price list which shall also apply to the assignments in progress. Before the entering into force of the new prices, Intrum shall provide the client with the new price list in timely fashion.

COLLECTION PROCEDURE

- 3.1 Collection is the procedure whereby the client entrusts Intrum with the amicable recovery of one or more debts for one or more debtors, i.e. every act or practice aimed at making the debtor pay an unpaid debt, except for every recovery based on an enforceable order. The recovery of one or more debts for one debtor is hereinafter referred to as a collection affair.
- 3.2 If the debtor is a natural person who has debts that are foreign to his trading, professional or craftmanlike activity, hereinafter referred to as a consumer, Intrum is subject to the provisions of the Law of 20 December 2002 regarding the amicable recovery of consumer debts. The client declares that he is familiar with the provisions of the above-mentioned law, as well as the provision that obliges Intrum to suspend its collection activities if the consumer expressly disputes the debt in a motivated manner.
- 3.3 As soon as Intrum receives a collection affair from the client - along with all relevant information and documents regarding the debtor(s) - it will register said collection affair in its IT system. From this moment on, the file cost is due for which the price is defined in the price list in force. The client receives confirmation of receipt with a mention of the date of registration of the collection affair.
- 3.4 After registration of the collection affair, Intrum immediately checks whether the debtor can be located in Belgium and whether he is solvent. Should this not be the case, the client receives a closure report and a tax certificate regarding the collection affair, whereupon this is automatically transferred to the debt monitoring procedure. The cost for the transfer of a tax certificate is defined in the price list in force.
- 3.5 By signing the Agreement, the client authorises Intrum to carry out all collection activities that the latter deems necessary or to have them carried out by a third party in the client's name and for his account. This authorisation involves the following, among other things: charging to the debtor of the principal sum, interest on arrears, possible lump-sum compensation and consequently the collection costs. The collection of collection costs is always for the benefit of Intrum. Contacting the debtor in writing and by telephone; receiving monies; the reaching of a reasonable payment settlement taking into account the circumstances of the case in point; consequently the checking of the solvency of the debtor for preparation of the legal procedure.
- 3.6 Intrum nevertheless reserves the right to bring a stop to a collection affair if it appears that the collection activities are remaining without effect and/or if the debtor disputes the claim on legal grounds. If Intrum needs to bring an end to the collection affair due to one or both of the above-mentioned reasons and Intrum is not authorised by the client to follow a legal procedure, the client receives a closure report and a tax certificate regarding the collection affair, whereupon this is automatically transferred to the debt monitoring procedure. If Intrum needs to bring an end to the collection affair due to one or both of the above-mentioned reasons and Intrum is authorised to follow a legal procedure, with a view to preparing the legal procedure Intrum will check whether the debtor is solvent via an internal legal screening for which the price is specified in the price list in force. If this screening is negative, the client receives a closure report and a tax certificate regarding the collection affair, whereupon this is automatically transferred to the debt monitoring procedure. If however the screening is positive, the client receives a closure report regarding the collection affair, mentioning that this is being automatically transferred to the legal procedure. The cost for the transfer of a tax certificate is specified in the price list in force.
- 3.7 If after the date of registration of the collection affair the debtor pays Intrum or pays the client directly, payment is said to have taken place. Shall be equated with payment a service in return granted by the debtor vis-à-vis the client, compensation of the claim, a crediting or the return of delivered goods. In case of payment, without prejudice to what is set down in 3.8 below, the client shall pay the recovery commission to Intrum as specified in the price list.
- 3.8 All payments received by the client before the registration of the collection affair, provided these payments are not taken up in the collection affair, must be reported to Intrum on the first working day following registration. All payments received by the client within three working days of the date of registration of the collection affair must be reported to Intrum on the same day. Intrum may request proof of payment by the debtor. Subject to the timely reporting to Intrum of the aforementioned payments, the client does not have to pay a recovery commission. However, in the event of late reporting the client must pay a recovery commission to Intrum and Intrum reserves the right to charge the client for additionally incurred costs.
- 3.9 The client must immediately inform Intrum in the case of direct payment by the debtor to the client. We repeat that in such cases the client shall pay a recovery commission to Intrum, without prejudice to what is stated in 3.8 above. Intrum also reserves the right to charge the client for additionally incurred costs if the client informs Intrum tardily of a direct payment by the debtor to the client.

Credit management services

- 3.10 Intrum is entitled to charge the client for additional costs, such as among others address searches, carried out by third parties, provided these are not recovered or recoverable from the debtor. These costs are mentioned in the price list in force.
- 3.11 If the client without valid reasons cancels one, several or all debt recoveries of a collection affair in progress, after three working days following the date of registration of the collection affair, directly agrees a payment plan with the debtor or reaches an amicable settlement or obstructs the collection procedure, Intrum is entitled to charge the client a cancellation commission as specified in the price list in force.
- 3.12 If the client assigns to Intrum the refunding of received monies to the debtor, the client will have to pay the recovery commission calculated on the total amount of received monies. The client will also be charged a handling fee for refunding to the debtor. This is all in accordance with what is specified in the price list in force.
- 3.13 For business receivables, all collected payments are allocated as follows: first to liquidated damages and collection costs, then to arrears and finally to the principal.
- 3.14 For consumer receivables, all collected payments are allocated in the same way as for business receivables - see 3.13 - if the client's general terms and conditions provide liquidated damages of at least 18% with a 75 euro minimum and a conventional late payment interest of 12% per year. If this is not provided by the client's general terms and conditions or if no general terms and conditions exist, Intrum shall allocate the collected payments as follows: first to the principal, then to liquidated damages and finally to late payment interest.
- 3.15 For international receivables, all collected payments are allocated according to the valid regulations applicable to such international collections.

LEGAL PROCEDURE

- 4.1 In the legal procedure, the client entrusts to Intrum the legal recovery of one or more debts for one or more debtors, i.e. every act or practice aimed at obtaining and enforcing an enforceable order vis-à-vis the debtor to oblige him to proceed to payment of an unpaid debt. The recovery of one or more debts for one debtor is hereinafter referred to as a legal affair.
- 4.2 Unless the legal affair has already undergone a collection procedure, the client must provide all relevant information and documents regarding the debtor(s) to Intrum, whereupon Intrum will register this legal affair in its IT system. From this moment on, the file cost is due for which the price is specified in the price list in force. The client receives confirmation of receipt with a mention of the date of registration of the legal affair.
- 4.3 After registration of the legal affair, Intrum immediately checks whether the debtor can be located in Belgium and whether he is solvent via an internal legal screening for which the price is specified in the price list in force. If this screening is negative, the client receives a closure report and a tax certificate regarding the legal affair, whereupon this is automatically transferred to the debt monitoring procedure. The cost for the transfer of a tax certificate is specified in the price list in force. It goes without saying that on automatic transfer to a legal procedure, Intrum will not carry out an internal legal screening once again given that this has already taken place on the basis of article 3.6.
- 4.4 By signing the Agreement, the client authorises Intrum to have performed in his name and for his account all legal activities that are deemed necessary by Intrum.
- 4.5 Intrum nevertheless reserves the right to put a stop to a legal affair if it appears that the judicial procedure will not lead to the desired result. Such a stop shall be motivated by Intrum in a closure report regarding the legal affair and a tax certificate shall be issued, whereupon the legal affair is automatically transferred to the debt monitoring procedure. The cost for the transfer of a tax certificate is specified in the price list in force.
- 4.6 The first phase in the legal procedure is always at least one notice of default prior to the judicial procedure.
- 4.7 In the event that, after the date of registration of the legal affair or the automatic transfer following the collection procedure, the debtor pays Intrum or pays the client directly, payment is said to have taken place. Shall be equated with payment a service in return granted by the debtor vis-à-vis the client, compensation of the claim, a crediting or the return of delivered goods. In case of payment, the client shall pay the recovery commission to Intrum as specified in the price list.
- 4.8 The client must immediately inform Intrum in the case of direct payment by the debtor to the client. We repeat that in such cases the client shall pay a recovery commission to Intrum. Intrum also reserves the right to charge the client for additionally incurred costs if the client informs Intrum tardily of a direct payment by the debtor to the client.
- 4.9 Intrum is entitled to charge the client for additional costs, such as among others address searches, carried out by third parties, provided these are not recovered or recoverable from the debtor. These costs are mentioned in the price list in force.
- 4.10 If the client without valid reasons cancels one, several or all debt recoveries of a legal affair in progress, after the date of registration of the legal affair or the automatic transfer following the collection procedure, directly agrees a payment plan with the debtor or reaches an amicable settlement or obstructs the judicial procedure, Intrum is entitled to charge the client a cancellation commission and all costs incurred as specified in the price list in force.
- 4.11 If the client assigns to Intrum the refunding of received monies to the debtor, the client will have to pay the recovery commission calculated on the total amount of received monies, together with any possible costs incurred. The client will also be charged a handling fee for refunding to the debtor. This is all in accordance with what is specified in the price list in force.
- 4.12 The full settlement and possible pass-through payment of monies will take place on closure of the legal file in accordance with what is agreed in the Agreement. The client acknowledges and accepts that received monies must be assigned as a priority to bailiff costs and/or judicial costs (including litigation costs).
- 4.13 In the case of non-payment or partial payment, the client receives a closure report and a tax certificate regarding the legal affair, whereupon this is automatically transferred to the debt monitoring procedure. The cost for the transfer of a tax certificate is specified in the price list in force.

DEBT MONITORING

- 5.1 With debt monitoring, the client entrusts to Intrum the long-term monitoring of the possible collectability of one or more debts for one or more debtors as well as the monitoring of the financial status of the debtor(s), and if possible entrusts it to collect the debt(s). One or more debt recoveries for one debtor in debt monitoring are hereinafter referred to as a debt monitoring file.
- 5.2 Unless the debt monitoring file has already undergone a collection procedure and/or legal procedure, the client must provide all relevant information and documents regarding the debtor(s) to Intrum, whereupon Intrum will register the debt monitoring file in its IT system. From this moment on, the file cost is due for which the price is specified in the price list in force. The client receives confirmation of receipt with a mention of the date of registration of the debt monitoring file.
- 5.3 Through the signature of the Agreement, the client authorises Intrum to perform or have performed by a third party in his name and for his account all debt monitoring activities that are deemed necessary by Intrum. This authorisation involves the following, among other things: charging to the debtor of the principal sum, interest on arrears and possibly the lump-sum compensation or the collection costs. The collection of collection costs is always for the benefit of Intrum; contacting the debtor in writing and by telephone; receiving monies; the reaching of a reasonable payment settlement taking into account the circumstances of the case in point.
- 5.4 In addition, the client declares that he agrees that Intrum may close the debt monitoring procedure as it sees fit and without prior consultation.
- 5.5 On payment by the debtor in a debt monitoring file, the collected amount will be split 50/50 between Intrum and the client, unless otherwise agreed in the Agreement. The amount that falls to Intrum + VAT is invoiced to the client.



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5.6 In the event that, after the date of registration of the debt monitoring file or automatic transfer following the collection procedure and/or the legal procedure, the debtor pays Intrum or pays the client directly, payment is said to have taken place. Shall be equated with payment a service in return granted by the debtor vis-à-vis the client, compensation of the claim, a crediting or the return of delivered goods. In case of payment, the client shall pay the recovery commission to Intrum as specified in the price list.

5.7 The client must immediately inform Intrum in the case of direct payment by the debtor to the client. We repeat that in such cases the client shall pay a recovery commission to Intrum. Intrum also reserves the right to charge the client for additionally incurred costs if the client informs Intrum tardily of a direct payment by the debtor to the client.

5.8 If the client without valid reasons cancels one, several or all debt recoveries of a legal affair in progress, after the date of registration of the debt monitoring file or the automatic transfer following the collection procedure and/or the legal procedure, directly agrees a payment plan with the debtor or reaches an amicable settlement or a further debt monitoring activity is in the way, Intrum is entitled to charge the client a cancellation commission as specified in the price list in force.

5.9 If the client assigns to Intrum the refunding of received monies to the debtor, the client will have to pay the recovery commission calculated on the total amount of received monies. The client will also be charged a handling fee for refunding to the debtor. This is all in accordance with what is specified in the price list in force.

MUTUAL RIGHTS AND OBLIGATIONS

6.1 Within the framework of the performance of the Agreement, Intrum undertakes to abide by the provisions of the Agreement, the applicable regulations and the applicable deontological rules.

6.2 Intrum also undertakes to collect the collection files as fully as possible within the shortest possible period. The client acknowledges and accepts that this obligation of Intrum is an obligation of means and is in no way an obligation of result.

6.3 The client undertakes not to carry out collection actions itself regarding assignments transferred to Intrum.

6.4 The client shall protect Intrum from all complaints by debtors due to collection by Intrum of an assignment for which the debt recovery(ies) seem non-existent or unfounded.

RESPONSIBILITY OF INTRUM

7.1 All collection procedures that the client authorises Intrum to carry out - the collection, legal and/or debt monitoring procedure - are carried out by Intrum for the account and at the risk of the client.

7.2 Intrum may under no circumstances be held liable for immaterial or indirect damage, such as loss of profits or turnover, clients, data or contracts. Intrum may under no circumstances be held liable for force majeure. By force majeure shall be understood: any circumstance beyond the control of Intrum that temporarily or permanently hinders compliance with the Agreement. The following in particular shall be considered as force majeure: war, threat of war, rioting, strike, transport difficulties, fire and other serious disturbances within the Intrum company or that of its mobilised third parties. In the event of force majeure, Intrum has the right, according to its choice, to extend the performance of the assignment(s) by the length of the force majeure period or to terminate the Agreement if it has not yet been carried out, without any compensation being due to the client.

7.3 Intrum may not be held liable for loss of value.

INVOICING

8.1 Invoices drawn up by Intrum are due, without any deduction or compensation, within 14 days of the invoice date. Non-payment of an invoice on its due date shall automatically lead to all outstanding invoices at that time immediately falling due.

8.2 The expiry of the payment period shall automatically mean that the client is in default, without a reminder being required. From the expiry of the payment period, interest on arrears shall automatically be due without prior notice at an annual rate of 12% along with lump-sum compensation of 18% of the total invoice amount with a minimum of €50. An administrative cost of €50 is also charged.

8.3 For amounts that it owes to the client, Intrum reserves the right to compensate them with the in voices that the client owes Intrum.

DATA PROTECTION

9.1 Intrum undertakes, within the framework of the services included in the cooperation agreement, to comply with the applicable data protection legislation, in particular the General Data Protection Regulation of the European Union (EU 2016/679). Terms such as 'processing', 'personal data' and 'controller', as included in this article, shall have the meaning ascribed to them in the applicable implementation of the General Data Protection Regulation (2016/679/EU).

9.2 For the credit management services provided by Intrum, as described in these general conditions, Intrum acts as an independent controller and is subject to the conditions set out in Article 9.3.

9.3 In the cooperation between Intrum and its client, Intrum enters into a relationship between controller and controller, whereby the following conditions apply to the processing of personal data :

9.3.1 General: Both parties act as independent data controllers. The parties undertake to process personal data under their management that relate to this cooperation agreement in accordance with the applicable legislation.

9.3.2 Confidentiality: Each Party will treat all personal data received from the other party as strictly confidential and shall inform all parties engaged in processing the personal data of the confidential nature of this personal data. Parties shall ensure that all persons involved in processing this personal data have signed a suitable confidentiality agreement and/or are under some other binding obligation of confidentiality. The aforementioned obligation of confidentiality shall not apply to situations in which a party is required by law or legally entitled to disclose the information.

9.3.3 Security: Parties shall take appropriate technical and organisational measures to ensure the security of the processing of personal data.

FINAL PROVISIONS

10.1 Renunciation: in the event that at a given point in time Intrum fails to demand the strict application of one of the provisions of these conditions, this cannot be considered as renunciation by Intrum of its rights that it holds by virtue of these conditions. Under no circumstances may this prevent Intrum from subsequently demanding strict compliance with these conditions, unless expressly specified otherwise.

10.2 Nullity: the validity of these conditions shall not be affected by the possible nullity of one or several of their provisions.

10.3 Applicable law: the Agreement is governed by Belgian law.

10.4 Legal competence: any disputes regarding the interpretation or execution of the Agreement shall fall under the exclusive competence of the courts of Brussels.