

GENERAL CONDITIONS OF SALE

Rules of partnership between the client (the principal) and GESTION CREDIT EXPERT (the agent)

INTRODUCTION

The company GESTION CREDIT EXPERT (Trade and Companies Register 302 592 431), primarily performs recovery activities under its business name FRANCE CREANCES (trade mark registered with the INPI [French National Institute of Industrial Property]), and has held an ISO 9001 quality certificate issued by AFNOR - AFAQ since 1999.

GESTION CREDIT EXPERT (hereinafter referred to as FRANCE CREANCES), holds Professional Liability cover from MMA Assurances (contract no.127 558 265).

The general conditions set out below may be varied by written agreement between FRANCE CREANCES and the client. Any special conditions shall always be supported by the general conditions.

The conditions set down comply with articles 1984 to 2010 of the Civil Code and articles R124-1 to R124-7 of the Civil Procedure Code.

Acceptance

The principal hereby declares that it has read the general conditions of sale before appointing FRANCE CREANCES as agent and accepts the same unreservedly.

ARTICLE 1 – OBLIGATIONS OF FRANCE CREANCES

- Comply with the ISO 9001 quality commitment charter as published on its website.
- Begin a recovery procedure within a maximum of 30 days and provide, if possible, collection or diagnostic results.
- In the capacity of agent, in amicable proceedings, handle the recovery entrusted upon receipt of the form completed by the client, whatever the written form, and all documents justifying the basis and amount of the loan.
- Bring legal proceedings against the debtor if necessary and if possible.
- Provide the client with a confidential access code for “the client space” on the GESTION CREDIT EXPERT website, enabling them to obtain information online with regard to document monitoring, the debtor’s settlement proposals, and any payments, including partial payment.
- Claim the amount of principal and additional sums due according to the legal and contractual conditions agreed between the creditor and the debtor.
- Transfer the amount of sums collected, when they reach a minimum of 100 €, within 30 days of the end of the month, minus any success fees or any sum owed by the client.
- Store the original documents from settled or closed files for 12 months and destroy them at the end of this period.
- Perform any special services, in addition to recovery, after written agreement from the client who must have been informed of the cost of the service.
- Assign the client a dedicated representative, responsible for handling and monitoring all files entrusted by a client, and to do so with full transparency.
- Ensure the confidentiality of information about debtors in compliance with the obligations produced by the CNIL (National Commission on Information Technology and Liberty).
- Comply with the professional rules of the National Union of debt collection firms and business information, the ANCR.

- Work, as necessary, in French, English, German, Spanish, Italian, Polish, Czech, or Russian.
- Give its client the benefit, under the term of contract, of its specialist network of process servers, lawyers and correspondents in France and abroad.

ARTICLE 2 – THE CLIENT HEREBY AGREES TO:

- Enter into a term of contract with FRANCE CREANCES, specifically and exclusively for the recovery of certain liquid and outstanding debts, for which it can provide the identity and precise address of the debtor and all supporting documents specifying the basis and amount of the sums due. This term of contract shall end upon the full or partial payment of the debt, or its closure by FRANCE CREANCES due to its present irrecoverability.
- Enter into a term of contract with FRANCE CREANCES, to recover debts for which it has previously had to take steps and incur costs to issue prelitigation recoveries to its debtors, all of which has yielded no payment due to the bad faith of its debtors.
- Authorise FRANCE CREANCES to take legal action whenever the analysis of documents in the file and the solvency of the debtor allow.
- Give FRANCE CREANCES written notice within 48 hours of any agreement or payment received directly from the debtor.
- Pay for all particular services the performance of which it has requested or accepted, and particularly, commercially essential data base consultation, the management of scheduled payment plans, seeking a debtor who has left their address, drawing up and filing applications or summons, compiling case files, monitoring performance, setting up surveillance, declaring debts, monitoring collective insolvency procedures, debt management, and translation.
- Subrogate FRANCE CREANCES in the rights and actions it can perform pursuant to the law, contractual provisions agreed with the debtor or the bad faith of the latter to obtain indemnity intended to compensate damage of any nature suffered as a result of the unpaid debt. This subrogation is a constituent element of the remuneration of FRANCE CREANCES and has a direct impact on the general tariff proposed. For this purpose, the debtor authorises FRANCE CREANCES to quantify and claim from the debtor, in addition to default interest and additional legal costs, any indemnity or damages that may be due pursuant to the law, contractual provisions or the bad faith of the debtor.
- Authorise FRANCE CREANCES to reference and use its logo on their website and commercial materials.
- Pay success fees, for amicable or legal recovery, on sums paid by the debtor, on its instructions or those of FRANCE CREANCES after the submission of the file. These fees apply to the amount invoiced including all taxes, in the case of returned goods, assets, error attributable to the creditor, if the debt is not shown to be real, liquid and outstanding, or if the creditor fails to answer requests for documents or instructions. The general success fee rate will be increased by 3% (excluding taxes) if the debt is contested in writing.
- Pay the fees relating to the termination of the term of contract by registered letter with acknowledgement of receipt, i.e. 70% of the general rate for success fees after amicable intervention, 90% of the general rate for success fees after a legal summons, submission of a request or agreement for payment by the debtor in addition to the procedural fees paid.

ARTICLE 3 – FILE ADMINISTRATION FEES

- A file corresponds to one or more debts owed by the same debtor client. File administration fees cover an analysis of the entrusted files carried out by lawyers from FRANCE CREANCES prior to the recovery. This analysis is required to confirm, for example, the basis for the debtor's solvency, understanding the specifics of the file, or even deciding on the best strategy for debt recovery.

- 20€ exc. tax (24€ inc. all tax) per file, for files to be recovered in France with an amount less than or equal to 500€.
- 50€ exc. tax (60€ inc. all tax) per file, for files to be recovered in France with a total amount between 501€ and 5,000€.
- 150€ exc. tax (180€ inc. all tax) per file, for files to be recovered in France with a total amount between 5,001€ and 10,000€.
- 250€ exc. tax (300€ inc. all tax) per file, for files to be recovered in France with a total amount between 10,001€ and 40,000€.
- 500€ exc. tax (600€ inc. all tax) per file, for files to be recovered in France with a total amount over 40,001€.
- For recovery outside France, the fees above are increased by 50%. According to the country, special provisions may be required and entail additional fees; the client must give prior approval to FRANCE CREANCES in this case.

ARTICLE 4 – GENERAL RATE FOR SUCCESS

A sliding scale is applied per tranche for each debt collected:

- 5% exc. tax on sums collected above 40,001€
- 12% exc. tax on sums collected between 10,001€ and 40,000€
- 15% exc. tax on sums collected between 5,001€ and 10,000€
- 20% exc. tax on sums collected between 501€ and 5,000€
- 25% exc. tax on sums collected up to 500€

This rate is supplemented by an option chosen by the client (see “rate options” below).

For recovery outside France, the principle of success fees applies, the percentages above are increased by ten points, or 13 points if the documents have to be translated. According to the country, special provisions may be required and entail additional costs; the client must give prior agreement to FRANCE CREANCES in this case.

ARTICLE 5 – RATE OPTIONS

When the file is submitted, the principal must select the rate option from the table of applicable fees on the form. This selection cannot be amended during the handling of the file. The option selected shall apply whatever the amicable or legal steps taken by FRANCE CREANCES.

- **Option 1:** The general success rate, excluding tax, shall apply and the advance of fees for legal proceedings is requested from the principal in the form of a provision for fees. These fees may then be recovered from the debtor.
- **Option 2:** The general success rate above (excluding expert witness, appeal or cassation fees) is increased by 10 percent when the file is submitted. In the event of legal proceedings, procedural costs shall be borne by FRANCE CREANCES. This option shall not apply to international cases or cases in French overseas departments and territories, or to contested debts: in these 3 cases, the file will be automatically toggled as option 1.

ARTICLE 6 – SPECIAL RATES

Any reduction in number or amount may be subject to a specific rate study, reported on request before services are carried out.

ARTICLE 7 – RETURNING DOCUMENTS

During the 12-month storage period, the client may request that transmitted documents be returned at any time. The cost of unarchiving and shipping will be invoiced at 15€ exc. tax, per file.

ARTICLE 8 – JURISDICTION, PENALTY CLAUSE, DEFAULT INTEREST, LUMP SUM COMPENSATION

The Client attributes jurisdiction to the Commercial Court of the city in which GESTION CREDIT EXPERT has its headquarters. In the event of non-payment by the due date given on the invoices issued, FRANCE CREANCES shall increase the amount by 15% by way of penalty, non-including default interest which will be calculated at 1% per month of default and lump sum compensation of 40€ per invoice.

Copyright © GESTION CREDIT EXPERT All rights reserved.

V042017