

# General terms and conditions of documentary export collection by ING Bank Śląski S.A.

1. ING Bank Śląski S.A. („Bank”) shall perform collections on order of entrepreneurs who have bank accounts at the Bank („Ordering Party”).
2. The grounds for the performance of an outgoing collection by the Bank is the submitting, by the Ordering Party, of a collection order together with appropriate trade or financial documents at the Bank within a term that allows for sending it to the collecting bank in a time allowing for its timely payment. The Ordering Party shall be obliged to check whether the trade or financial documents correspond to those specified in the collection order.
3. In case of bills of exchange/drafts, the Ordering Party should provide the instruction for the potential performance of conservative actions by the collecting bank (a protest in case of non-acceptance or non-payment) in reference to these documents.
4. If the Bank finds defects making it impossible to perform the order, the Bank shall request the Ordering Party to remove them. The corrections of significant defects in the order and potential changes must be made in writing and sent to the Bank.
5. The orders and the correspondence addressed to the Bank must be signed by persons that are duly authorized to assume liabilities on behalf of the Ordering Party.
6. The Bank shall process collections in convertible currencies and in PLN.
7. In the scope of an outgoing collection of documents, the Bank shall perform the following activities:
  - a) it shall accept the collection order from the Ordering Party together with the attached trade or financial documents,
  - b) on the basis of the conditions specified in the collection order, it shall draw up a collection instruction which it shall send to the indicated address of the collecting bank together with the trade or financial documents,
  - c) it shall conduct correspondence between the Ordering Party of the collection, the collecting bank or the payer, respectively,
  - d) it shall perform the settlement of the payment on account of the collection.
8. The Bank reserves the right to refuse to accept a collection order that is incomplete or filled in without due diligence.
9. The bank shall send the documents for the collection via courier mail.
10. The Bank shall without delay forward to the Ordering Party all the information received from the collecting bank.
11. The settlement of the payment on account of the outgoing collection with the Ordering Party shall take place at the latest on the subsequent business day after the inflow of funds to the Bank's account. The Bank shall credit the account indicated by the Ordering Party of the collection.
12. In a case when the currency of the collection is other than the currency of the Client's account, currency exchange rates shall be applied in accordance with the Regulations Concerning FX Spot Transactions with Corporate Clients at ING Bank Śląski S.A.
13. The Bank's fees and commissions connected with processing the collection shall be charged based on the Table of Fees and Commissions applicable at the Bank or based on the contracts concluded with the Bank. The settlement of fees and commissions shall be performed using currency exchange rates in accordance with the Regulations Concerning FX Spot Transactions with Corporate Clients at ING Bank Śląski S.A.
14. In foreign exchange turnover transactions, the Payer shall be obliged to submit documents confirming the legal title or individual foreign exchange permit, in accordance with the provisions of the foreign exchange law, with the exception of foreign collection, as long as the collected documents include a document confirming the legal title of the payment or remittance. The documents confirming the title of the payment or remittance may be in particular the purchase / sales contract, a commercial invoice, a pro-forma invoice, an insurance contract or other documents considered by a Bank employee as justifying the legal title in connection with which there is a remittance or settlement, in accordance with the provisions of the foreign exchange law.
15. In the case of submitting orders and declarations of intent in electronic form, respectively for the segment Ordering Party in the Bank, Regulations for opening and maintaining bank accounts at ING Bank Śląski S.A. of the General Conditions of Opening and Maintaining Bank Accounts at ING Bank Śląski S.A. or General Conditions of Opening and Maintaining Bank Accounts at ING Bank Śląski S.A. for sole proprietorships and civil law partnerships in the segment of small and medium-sized enterprises, local government units and corporate clients, shall apply.
16. Moreover, the Bank shall debit the account of the Ordering Party with bank fees and commissions (of the Bank and of the collecting bank) arising in the course of processing the collection of documents in case of:
  - a) the return of the non-collected documents,
  - b) the performance of conservative actions in reference to bills of exchange/drafts (a protest in case of non-acceptance or non-payment),
  - c) the lack of payment of the due fees of ING Bank Śląski S.A. by the Drawee /the Drawee's bank
17. The Bank shall not perform any activities connected with the goods which the collection of documents refers to (e.g. warehousing, insurance of the goods) even when detailed instructions to do that have been provided. If the Bank undertakes to execute this kind of instructions, this shall be the subject of a separate contract between the Bank and the payer.
18. The Bank shall not accept an obligation and shall not be responsible for the form, the sufficiency, the accuracy, the authenticity, the wording or the legal effect of any document or documents presented in the scope of the collection of documents.
19. The Bank shall not accept an obligation and shall not be responsible for the description, the quantity/amount, the weight, the quality, the condition, the packaging, the delivery, the value or the existence of goods represented by any document presented in the scope of the collection of documents.
20. The Bank shall operate in good faith and shall not be responsible for the acts or omissions, the solvency, the performance, the standing of suppliers, carriers, freight forwarders, consignees or insurers of the goods or any other person issuing the presented document.
21. The Bank shall not accept the responsibility for the consequences resulting from the delay or loss (losing) during the transfer of a message, letter or document or for the delay, distortion or other error occurring during the transfer via telecommunication means or for the errors in the translation or construing of the technical terms.
22. The Bank shall not accept any obligation and shall not be responsible for the consequences resulting from the interruption of

its activity by force majeure, riots, civil unrest, insurrections, war or other causes beyond its control, or by strikes or lockouts.

23. When using the services of other banks in the scope of collections, the Bank shall do this for the account and at the risk of the Ordering Party. The Bank shall not bear any responsibility for the lack of performance of an order by these banks.

24. The bank may refuse to perform a collection i.a. in the following cases:

- a) the collection could constitute payment for goods or services mentioned in the Bank's announcement or originating from embargoed countries;
- b) a participant of the transaction is a state, government or an entity connected with the government or state or acting on behalf of the government of one of the countries of extremely high risk or a natural person, a bank or another entity which has its place of residence, registered office or conducts activity in one of the countries of extremely high risk, the list of which is published in the Bank's announcement or another natural person, a bank or entity mentioned in the Bank's announcement;
- c) the documents submitted by the Client indicate that the loading or reloading of the goods financed by a collection is supposed to take place via a means of transport or from a port (including an airport) located or registered in one of the countries of extremely high risk, and when the place of shipment or receipt of the good/service is located in one of these countries or there is a suspicion that performing such a transaction could expose the Bank to the risk of infringing international economic sanctions;
- d) the transaction financed by the collection is supposed to include the export of a good of double civil-military use within the meaning of the act of 29 November 2000 on foreign trade in goods, technologies and services of strategic importance to the security of the state and to maintaining international peace and security (Journal of Laws of 2013, item 194 with subsequent amendments) and the Ordering Party has not presented a permit for trade in this good.