

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

1. ING Bank Śląski S.A. („Bank”) shall advise and perform collections for entrepreneurs who have bank accounts at the Bank („Drawee”).
2. 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 Drawee.
3. The Bank shall process collections in convertible currencies and in PLN.
4. A transaction of a documentary import collection shall be started upon receipt by the Bank of trade or financial documents received from the bank of the ordering party or from the ordering party. In the scope of a documentary import collection, the Bank shall perform the following activities:
 - a) it shall check - in terms of completeness and clarity - the received collection instruction and the number and type of documents, in accordance with the attached specification,
 - b) it shall draw up and send to the Drawee a request for payment or requests for acceptance of the bill of exchange (including its payment),
 - c) it shall conduct correspondence with the bank of the ordering party or with the ordering party and the Drawee, respectively,
 - d) it shall issue documents to the Drawee after the Drawee meets the conditions specified in the request for payment or the request for acceptance of the bill of exchange,
 - e) it shall perform the settlement of the payment on account of the collection.
5. On the basis of the received collection instruction, the Bank shall prepare and forward to the Drawee the request for payment or the request for acceptance of the bill of exchange together with a photocopy of an invoice or of another document expected by the Drawee.
6. In a situation when the Drawee refuses to pay or accept the bill of exchange, the Bank shall without delay notify the bank of the ordering party or the ordering party about this fact, expecting a new instruction referring to the further procedure with the documents.
7. After receiving a new instruction from the bank of the ordering party or the ordering party, respectively, the Bank shall notify the Drawee about its content in writing.
8. In case of not receiving new instructions within 60 days from the date of notification about the refusal to pay, acceptance or a lack of contact with the Drawee, the Bank shall return to the bank of the ordering party or to the ordering party the possessed trade or financial documents without any further responsibility from the Bank's side.
9. The Bank shall issue trade or financial documents to the Drawee only after the Drawee meets all the conditions presented in the Request for payment or the Request for acceptance of the bill of exchange.
10. In case of a collection with the following instruction: documents in exchange for payment, the Drawee shall submit to the Bank:
 - a) an collection covering order or
 - b) an collection covering order together with the written refusal to pay the commissions and bank fees or
 - c) a written refusal to pay the collection amount and the commissions and bank fees, with the possible indication of the reasons, within no longer than two weeks from the time of receiving the request for payment.
11. In case of a collection with the following instruction: documents in exchange for acceptance, the Drawee shall be requested to:
 - a) accept a draft or
 - b) notify the Bank in writing about the refusal to accept, with providing the reasons within the deadline specified in the request for acceptance.
12. In case of a collection conditioning the issuing of documents in a way that is different than that specified in point 9 and 10, the Drawee shall be obliged to proceed in accordance with the request received from the Bank.
13. In case of the collection described in point 10 and 11 (depending on the received instruction), the Drawee, willing to fulfill the obligation to pay for the received documents, shall submit to the Bank or send electronically within the deadline specified on the signed financial document or collection covering order.
14. In the case of submitting orders and declarations of intent in electronic form, respectively for the Drawee segment in the Bank, 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.
15. In foreign exchange turnover transactions, the Drawee 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 incoming 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.
16. In order to avoid additional banking costs and the potential delay in the issuance of documents, the payment should take place in accordance with the instruction indicated in the request for payment/acceptance through the Bank.
17. The date that shall be considered as the date of execution of the payment to the incoming collection is the date on which the Bank accepts the collection covering order. The order should be submitted within 01:00 pm of a given day. Exceeding this time shall postpone the execution date to the next business day.
18. The date that shall be considered as the date of execution of the electronic acceptance to the incoming collection is the date on which the Bank accepts the binding message referring to the electronic acceptance of the bill of exchange to the collection. The message should be sent within 01:00 pm of a given day. Exceeding this time shall postpone the execution date to the next business day.
19. In a case when the currency of the collection is other than the currency of the Client's account, the Bank shall apply currency exchange rates in accordance with the Regulations Concerning FX Spot Transactions with Corporate Clients at ING Bank Śląski S.A.
20. The Bank's fees and commissions connected with the processing of 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.

21. The goods should not be sent directly to the Bank's address nor consigned to the Bank or to the Bank's order without the Bank's prior consent. If that happens, the full risk and responsibility for the goods continues to be borne by the party sending the goods.
22. In case of bills of lading issued to the Bank or to the Bank's order or international air mail issued to the Bank, the assignment, endorsement or authorization to receive the goods, respectively, shall be made by the Bank after the Drawee meets all the conditions specified in the request for payment or request for the acceptance of the bill of exchange.
23. After executing the payment or accepting the bill of exchange in the scope of the documentary import collection, the Bank shall issue or return to the Drawee the documents specifying the title of the performed payment.
24. 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 Drawee.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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 its Clients. The Bank shall not bear any responsibility for the lack of performance of an order by these banks.
31. 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.