

Prosimo, upoštevajte: slovenski prevod izvirnega angleškega besedila je na voljo zgolj zaradi boljšega razumevanja. Čeprav smo ga pripravili nadvse skrbno, ne moremo jamčiti za njegovo točnost ali popolnost. **Pravno zavezujoča je samo angleška različica.**

Splošni pogoji poslovanja za izterjavo zapadle terjatve Izterjava zapadle terjatve ACREDIA Inkasso^A (veljavno od 01.01.2024)

General Terms of Debt Collection (GTDC) ACREDIA Inkasso^A (Valid from 01.01.2024)

1. Predmet pogodbe

ACREDIA Services SEE d.o.o. (v nadaljevanju: ACREDIA) izvaja za naročnika izterjavo nespornih, verjetno nespornih in že zapadlih terjatev do dolžnikov doma in v tujini izključno na podlagi teh pogojev poslovanja. ACREDIA lahko uporablja domača in tuja partnerska podjetja, ki so pooblaščenca za izvajanje storitev izterjave zapadlih terjatev v skladu z zakonodajo države dolžnika.

2. Ekskluzivnost

Naročnik

- ob oddaji naročila izrecno opozori družbo ACREDIA, če je bil za izterjavo zadevne terjatve pred oddajo naročila že pooblaščen drug urad za izterjavo terjatev ali odvetnik;
- se brez soglasja družbe ACREDIA ne bo pogajal ali nadaljeval postopkov proti dolžniku po oddaji naročila;
- družbi ACREDIA zagotovi vse informacije, potrebne za posamezno naročilo;
- nemudoma obvesti družbo ACREDIA o vseh stikih z dolžnikom, predlogih in plačilih dolžnika ter o vseh spremembah podatkov o naročilu.

3. Izvedba izterjave zapadle terjatve

Z izdajo naročila izterjave zapadle terjatve naročnik pooblasti družbo ACREDIA, da v njegovem imenu izterja zadevne terjatve. Družba ACREDIA ima pravico do podeljevanja podpooblastil. Naročnik mora na zahtevo družbe ACREDIA pisno potrditi pooblastilo. Z izdajo naročila izterjave zapadle terjatve naročnik potrdi, da je pooblaščen za razpolaganje s prenesenimi terjatvami.

1. Subject matter of the contract

ACREDIA Services SEE d.o.o. (hereinafter: ACREDIA) solely performs debt collection on behalf of the principal of receivables owed by debtors in Austria and abroad for which are expected to be uncontested and which have already fallen due. ACREDIA may make use of domestic and foreign partner companies that are entitled to perform debt collection services under the law of the country where the debtor has its registered office.

2. Exclusivity

The principal

- shall expressly notify ACREDIA before placing the order if, prior to placing the order, another debt collection agency or lawyer has already been engaged to collect the receivable in question;
- shall not negotiate with the debtor or take further action against the debtor after placing the order without the approval of ACREDIA;
- shall give ACREDIA any information that is pertinent to the order in question;
- shall notify ACREDIA immediately about any contact with the debtor, about proposals and payments made by the debtor and any changes to the order information.

3. Performance of debt collection

By placing the debt collection order, the principal authorises ACREDIA to collect the receivables that form the subject of the order on its behalf. ACREDIA is entitled to grant subpowers of attorney. At ACREDIA's request, the principal is obliged to confirm the authorisation in writing. By placing the debt collection order, the principal confirms that it is entitled to dispose over the receivable/s that have been allocated for debt collection.

Družba ACREDIA ima pravico, da po lastni presoji izvede naročilo izterjave zapadle terjatve in popolnoma svobodno izbere sredstva, ki jih bo uporabila, vendar se zavezuje, da bo ravnala v skladu z veljavnim pravnim sistemom.

Družba ACREDIA lahko naročila zavrne brez navedbe razlogov.

Sodne postopke vodijo odvetniki. Delujejo v imenu naročnika in so pooblaščen, da družbi ACREDIA kadar koli posredujejo informacije o stanju postopka in obdelujejo plačilni promet z družbo ACREDIA. Naročnik razbremeni družbo ACREDIA in vse odvetnike, ki jih je najel sam ali družba ACREDIA, vseh obveznosti varovanja zaupnosti in tajnosti, vključno z zakonskimi obveznostmi.

4. Plačilni načrti/poravnave

Za popuste na glavno terjatev je potrebno soglasje naročnika. Družba ACREDIA lahko po lastni presoji z dolžnikom sklene druge poravnave ali sporazume – zlasti sporazume o obročnem odplačevanju, časovno omejene odloge plačil ter opustitev obresti in dodatnih stroškov.

5. Stroški obdelave

Družba ACREDIA za vsako naročilo izterjave zapadle terjatve zaračuna stroške obdelave v skladu z veljavnimi pogoji.

6. Stroški izterjave zapadle terjatve

Družba ACREDIA zaračuna stroške izterjave zapadle terjatve za svoje storitve za dolžnike s sedežem v Avstriji v skladu z veljavno zakonodajo; za dolžnike s sedežem v drugi državi pa le, če to dovoljuje pravni sistem te države.

Naročnik družbi ACREDIA naroči, da stroške izterjave zapadle terjatve, ki jih mora povrniti, izterja neposredno od dolžnika. Dolžniku ne bo odobril ali ponudil nobenih popustov na stroške izterjave zapadle terjatve. Če je treba terjatev uveljavljati v sodnem postopku, bo naročnik iz naslova odškodnine zahteval tudi stroške izterjave zapadle terjatve. V primeru kršitve te obveznosti mora naročnik družbi ACREDIA povrniti stroške izterjave zapadle terjatve, ne glede na to, ali bi jih bilo mogoče izterjati od dolžnika.

When carrying out the debt collection order, ACREDIA is entitled to proceed at its own due discretion, and is fully free in its choice of methods, providing it acts within the bounds of the applicable law.

ACREDIA may refuse orders without needing to give a reason.

Judicial measures are performed by licensed lawyers. They act on behalf of the principal and are authorised to provide ACREDIA with information at any time about the status of the proceedings and to conduct payment transactions with ACREDIA. The principal hereby discharges both ACREDIA and any lawyers engaged by it or by ACREDIA from all obligations of secrecy and confidentiality vis-a-vis one another, including statutory obligations of secrecy and confidentiality.

4. Payment plans/arrangements

Any abatements of the (principal claim) require the approval of the principal. ACREDIA may conclude other settlement arrangements or agreements with the debtor, in particular instalment payment agreements, temporary payment deferrals and waiver of interest and ancillary fees, at its own discretion.

5. Processing fee

For every debt collection order, ACREDIA is entitled to a processing fee pursuant to the conditions as amended.

6. Debt collection fees

In the case of debtors with their registered office in Austria, ACREDIA is entitled to debt collection fees for its activities according to the relevant statutory provisions; however, in the case of debtors with their registered office in another country, it is only entitled to debt collection fees if permitted by the law in that country.

The principal instructs ACREDIA to collect the debt collection fees, which are payable by the principal, directly from the debtor. The principal will not grant the debtor any abatements on the debt collection fees or hold out the prospect of such abatements. If recovery of the receivable by means of proceedings is required, the principal shall also assert its claim to debt collection fees as damages. In the event of breach of the above obligation, the principal must pay ACREDIA the debt collection fees, irrespective of whether they could have been collected from the debtor or not.

7. Pravni in sodni stroški

Če je za uveljavitev terjatve potreben sodni postopek ali postopek sodne izvršbe, naročnik v celoti krije vse stroške postopka, zlasti odvetniške honorarje, sodne in izvedenske stroške ter vse druge stroške.

Enako velja za zastopanje stranke v vseh insolvenčnih postopkih, začetih zoper dolžnikovo premoženje.

Ti postopki se lahko izvajajo le s pisnim soglasjem naročnika.

8. Provizija za uspešnost

V primeru uspešne izterjave prejme družba ACREDIA od naročnika provizijo za uspešnost od vseh plačil, prejetih na podlagi terjatve ali njene izravnave ali zmanjševanja na kakršen koli drug način – po odbitku stroškov izterjave zapadle terjatve in izplačanih stroškov – v skladu z veljavnimi pogoji. Te provizije ni mogoče zahtevati od dolžnika.

Družba ACREDIA je upravičena do provizije za uspešnost tudi, če se po oddaji naročila zaradi neposrednega stika med naročnikom in dolžnikom opravi storitve za terjatev, ki je predmet naročila, ali če se ta terjatev poravnava ali zmanjša na kakršen koli drug način.

Če je bil znesek obresti dogovorjen kot provizija za uspešnost, družba ACREDIA zaračuna provizijo za uspešnost v višini zakonsko določenih zamudnih obresti, ki jih dolguje dolžnik, ali zamudnih obresti, ki jih naročnik pogodbeno dogovori z dolžnikom v naročilu.

Če je znesek obresti dogovorjen kot provizija za uspešnost, ne sme naročnik dolžniku odobriti nobenih popustov na zamudne obresti ali mu ponuditi možnosti za take popuste. Če je treba terjatev uveljavljati v sodnem postopku, bo naročnik iz naslova odškodnine zahteval tudi zamudne obresti. V primeru kršitve te obveznosti mora naročnik družbi ACREDIA povrniti znesek obresti, ne glede na to, ali bi ga lahko izterjal od dolžnika.

9. Izravnava

Stroški izterjave zapadle terjatve in sodni stroški, provizija za uspešnost ter drugi nastali stroški se odštejejo ali obračunajo na podlagi plačil, ki jih prejme družba ACREDIA, naročnik ali odvetnik. Če so za izvajanje pravnih ukrepov potrebni predujmi za stroške (sodni stroški, odvetniški honorarji), se ti zaračunajo posebej. Sodni ukrepi se uvedejo šele, ko družba ACREDIA ali najeti odvetnik prejme predujem za stroške, zaračunane v ta namen. Izravnavajo se lahko tudi druge terjatve družbe ACREDIA do naročnika.

7. Lawyer's fees and court fees

If recovery of the receivable requires proceedings or judicial execution proceedings, the principal shall bear the full costs of the proceedings, in particular lawyer's fees, court fees, expert fees, and any other expenses.

The same applies to representation of the principal in insolvency proceedings that may be launched with respect to the debtor's assets.

Such proceedings will only be conducted with the written consent of the principal.

8. Success fee

In the event of successful collection ACREDIA is entitled to receive from the principal a success fee according to the conditions as amended on all payments towards the receivable or settlement or reduction of the receivable in any other manner, following deduction of the debt collection fees and expenses incurred. The aforementioned success fee cannot be claimed from the debtor.

ACREDIA is also entitled to the success fee if, after the order is placed, owing to direct contact between the principal and the debtor, payments are made towards the receivable in question or it is otherwise settled or reduced.

If the interest amount is agreed as the success fee, ACREDIA will charge a success fee at the level of the statutory default interest owed by the debtor or the default interest contractually agreed with the debtor and stated by the principal in the order.

If the interest amount is agreed as the success fee, the principal will not grant the debtor any abatements on the default interest or hold out the prospect of such abatements. If recovery of the receivable by means of judicial proceedings is required, the principal shall also assert its claim to default interest as damages. In the event of breach of that obligation, the principal must pay ACREDIA the interest amount, regardless of whether it could have been collected from the debtor or not.

9. Settlement of accounts

Debt collection fees, lawyer's fees, the success fee and other expenses incurred will be deducted from or offset against payments received by ACREDIA, the principal or the lawyer. If advances on fees (court fees, lawyer's fees) are required for the performance of judicial measures, they will be charged separately. Judicial measures will only be launched if an advance on fees charged for that purpose has been received by ACREDIA or the lawyer engaged for that purpose. Other receivables of ACREDIA from the principal can likewise be offset.

Naročnik plača družbi ACREDIA stroške izterjave zapadle terjatve, druge nastale stroške in provizijo za uspešnost, če dolžnik ali tretje osebe izvedejo plačila ali opravijo storitve zanj. To velja tudi v primeru izravnave ali zmanjšanja terjatve na kakršen koli drug način. Naročnik je dolžan družbo ACREDIA ali odvetnika nemudoma obvestiti o vseh plačilih, storitvah ali drugih znižanih terjativah. Vse pravne posledice in stroške, ki nastanejo zaradi kršitve te obveznosti, nosi naročnik.

Če ima ACREDIA Versicherung AG regresne terjatve do naročnika na podlagi zavarovalne pogodbe, mora naročnik družbi ACREDIA naročiti, da na ACREDIA Versicherung AG prenese vse izterjane zneske do višine regresnih terjatev.

Za plačilo se šteje znesek, ki je dejansko knjižen v dobro po pretvorbi s strani banke in odbitku bančnih stroškov.

10. Davek na dodano vrednost

Vse pristojbine, pavšalni zneski in provizija za uspešnost so obdavčeni z zakonsko določenim DDV-jem, prav tako stroški izterjave zapadle terjatve, ki jih ima dolžnik, če ima naročnik pravico do odbitka vstopnega davka.

11. Preklic pogodbenega razmerja s strani naročnika

a) Naročnik ima pravico preklicati naročilo, če eno leto po oddaji naročila ni plačal terjatve, zamudnih obresti, stroškov ali dodatnih pristojbin, če ni pridobil zavarovanja za terjatev in če nobeno plačilo ni predvideno. Preklic začne veljati tri mesece po prejemu.

b) V primeru preklica v skladu s točko a) lahko družba ACREDIA od naročnika zahteva stroške izterjave zapadle terjatve in izdatke; dogovorjeno provizijo za uspešnost pa le, če je bilo plačilo, zmanjšanje ali zavarovanje terjatve doseženo pred začetkom veljavnosti preklica.

c) Če naročnik predčasno prekliče pogodbo v nasprotju s točko a), je dolžan plačati pavšalno odškodnino v višini stroškov in izdatkov izterjave zapadle terjatve (vključno s stroški, honorarji in izdatki odvetnikov in drugih sodelujočih partnerskih podjetij). To velja tudi, če se izkaže, da terjatev, predložena v izterjavo zapadle terjatve, v celoti ali delno ne obstaja. Poleg tega je družba ACREDIA upravičena do provizije za uspešnost.

The principal shall pay debt collection fees, other incurred expenses and a success fee to ACREDIA, if the debtor or third parties make payments or otherwise render performance to the principal. The above also applies in the case of a settlement arrangement or other reduction in the receivable. The principal is obliged to notify ACREDIA and/or the lawyer immediately of any payments, rendering of performance or any other reductions in the receivable. The principal will bear any legal consequences and costs arising from breach of the above obligation.

In the event that ACREDIA Versicherung AG has recourse claims vis-a-vis the principal arising from an insurance contract, the principal instructs ACREDIA to transfer any collected amounts to ACREDIA Versicherung AG up to the amount of the recourse claims.

The actual credited amount following conversion by the bank and deduction of bank fees constitutes the payment.

10. Value-added tax

Statutory VAT will apply to all fees, flat-rate fees and the success fee, as well as to debt collection fees collected from the debtor, if the principal is entitled to deduct input tax.

11. Revocation of the order by the principal

a) The principal is entitled to revoke the order if one year after placing the order no payment has been made towards the receivable, default interest, expenses or ancillary fees, the receivable has not been secured and there is no prospect of payment. The revocation will become effective three months after receipt.

b) In the event of revocation pursuant to a), ACREDIA may charge the principal debt collection fees and expenses, but may only charge the agreed success fee if the receivable has been paid, reduced or secured before the revocation comes into effect.

c) In the event of early revocation by the principal contrary to a), the principal is liable to pay liquidated damages at the level of the debt collection fees and expenses (including costs, fees and expenses of any lawyers brokered by ACREDIA or of any other partner companies). The same applies if a receivable allocated for debt collection is found to be partially or entirely non-existent. In addition, ACREDIA is entitled to a success fee.

12. Odpoved/prekinitev pogodbenega razmerja s strani družbe ACREDIA

a) Družba ACREDIA ima pravico kadar koli prekiniti pogodbeno razmerje s takojšnjim učinkom brez navedbe razlogov, zlasti če se naročnik po oddaji naročila pogaja z dolžnikom ali še naprej ukrepa proti njemu brez pisnega soglasja družbe ACREDIA. V tem primeru družba ACREDIA na zahtevo naročnika še naprej zastopa interese naročnika v razumnem časovnem obdobju. Naročnik je dolžan plačati odškodnino za morebitno škodo, ki jo je povzročil s svojimi nedovoljenimi dejanji.

b) Če družba ACREDIA po ustreznem pregledu meni, da je izterjava zapadle terjatve trenutno nesmiselna, lahko naročnik zahteva prekinitev dejavnosti izterjave zapadle terjatve. V takšnih primerih družba ACREDIA zaračuna le pristojbino za obdelavo v skladu z veljavnimi pogoji in morebitne nastale stroške.

c) Naročnik se izrecno strinja, da je družba ACREDIA pooblaščenca,

- a odstopi od vsakega naročila, oddanega pri njej, če so bile v času oddaje naročila proti naročniku, enemu od njegovih organov, dolžniku ali enemu od njegovih organov uvedene pravno zavezujoče gospodarske sankcije ali embargo, zlasti sankcije ali embargo, ki jih je uvedla država, v kateri ima naročnik sedež, Evropska unija, ZDA, Združeni narodi (ZN) ali druga mednarodna organizacija, priznana po mednarodnem pravu;
- da s takojšnjim učinkom prekliče vsako naročilo naročnika, če so proti naročniku, enemu od njegovih organov, dolžniku ali enemu od njegovih organov po oddaji naročila uvedene sankcije ali embargo v smislu zgornjega odstavka.

13. Zastaranje

Družba ACREDIA in njeni pooblaščenca ne preverjajo izterjav zapadle terjatve zaradi zastaralnih rokov, ki so že potekli ali so pred iztekom. V zvezi s tem je vsakršna odgovornost družbe ACREDIA izključena.

14. Jamstvo

Družba ACREDIA je odgovorna le za škodo, ki jo povzročijo njeni zakoniti zastopniki ali pooblaščenca, če so zaposleni pri družbi ACREDIA, pri sprejemanju in izvrševanju naročil zaradi naklepa ali hude malomarnosti. Vsa nadaljnja odgovornost, ne glede na pravno podlago, zlasti odškodnina za posledično škodo in izgubo dobička, je izključena v obsegu, ki ga dovoljuje zakon.

Naročnik se zavezuje, da bo družbi ACREDIA in partnerskim podjetjem, ki jih je pooblastila družba ACREDIA, zagotovil odškodnino za morebitne zahtevke tretjih oseb, ki bi nastali zaradi nepravilnih podatkov, ki jih je posredoval naročnik.

12. Termination/cessation of the order by ACREDIA

a) ACREDIA is entitled to terminate the order at any time with immediate effect without needing to give a reason, especially if the principal, after placing the order, on its own authority, without ACREDIA's written permission, negotiates with the debtor or takes further action against the debtor. In that event ACREDIA shall continue to look after the interests of the principal at the principal's request for a reasonable period. The principal must provide compensation for any losses caused by it acting on its own authority.

b) If ACREDIA, following due assessment, considers that there is currently no prospect of collection of a receivable for which a writ of execution has not been issued, the principal may require the cessation of activities to collect the debt. In such cases ACREDIA will only charge the processing fee pursuant to the conditions as amended from time to time and any expenses incurred.

c) The principal expressly agrees that ACREDIA is entitled to

- withdraw from any order placed with it if the principal, one of the principal's entities, the debtor or one of the debtor's entities at the time of the order being placed are subject to legally binding economic sanctions or an embargo, in particular sanctions or embargoes that were imposed by the country in which the principal has its registered office, by the European Union, the USA, the United Nations (UN) or by any other international organisation recognised under international law;
- terminate any order placed by the principal with immediate effect, if, following placement of the order, sanctions or embargoes as per the previous paragraph are imposed on the principal, one of the principal's entities, the debtor or one of the debtor's entities.

13. Prescription

ACREDIA and its agents will not check whether the receivables provided for debt collection are timebarred (barred by prescription) or will imminently become time-barred. ACREDIA's liability is excluded in that respect.

14. Liability

In accepting and performing the orders, ACREDIA will only be liable for losses that are based on the intent or gross negligence of its legal representatives or its agents, insofar as they are employees of ACREDIA. To the extent admissible by law, further liability on any legal grounds is excluded, in particular compensation for secondary losses and lost profit.

The principal agrees to hold ACREDIA and any partner companies engaged by ACREDIA harmless against any claims of third parties arising from incorrect information provided by the principal.

15. Obdobja hranjenja

Če je bilo naročilo uspešno zaključeno, lahko družba ACREDIA uniči dokumente, ki so ji bili na voljo – z izjemo dolžniškega instrumenta – en mesec po posredovanju končnega računa ali šest mesecev po posredovanju končnega obvestila, če naročilo ni bilo uspešno.

16. Varstvo in zaščita podatkov

Družba ACREDIA, stranke za izterjavo zapadle terjatve in pooblaščen tretje osebe se zavezujejo, da bodo upoštevale določbe Splošne uredbe o varstvu podatkov (GDPR) in avstrijskega Zakona o varstvu podatkov (DSG). Podrobnosti o obdelavi osebnih podatkov s strani družbe ACREDIA so na voljo v politiki zasebnosti na povezavi www.acredia.at/datenschutz.

17. Zaupnost

Družba ACREDIA, stranke za izterjavo zapadle terjatve in pooblaščen tretje osebe se zavezujejo, da bodo zaupne informacije, ki jih prejmejo druga od druge, obravnavale kot zaupne. Ta obveznost zaupnosti mora veljati za vse osebe, ki imajo dostop do teh informacij. Odgovornost za kršitve pogodbe s strani teh oseb je enaka odgovornosti za lastno malomarnost.

Zaupne informacije, ki so na voljo drugi pogodbeni stranki, se uporabljajo izključno za obdelavo pogodb, sklenjenih med družbo ACREDIA in stranko za izterjavo zapadle terjatve.

Obveznost varovanja zaupnosti ne velja za informacije, ki jih tretje osebe brez omejitev razkrijejo pogodbenim strankam.

Če obstaja zakoniti interes za razkritje zaupnih informacij, ni dolžnosti zaupnosti v odnosu z: i) družbami v koncernu ACREDIA (ACREDIA Versicherung AG in skupina Euler Hermes (člani skupine Euler Hermes so na voljo na povezavi www.allianztrade.com/en_global/oursites.html – Allianz Trade je blagovna znamka družbe Euler Hermes)); ii) sodišči in organi, če obstaja zakonska obveznost razkritja informacij ali če so informacije pomembne v civilnem sporu med strankama ali eno od strank in tretjo osebo; iii) cesionarji v zvezi s prenosom terjatev, ki izhajajo iz obstoječe pogodbe izterjave zapadle terjatve, sklenjene z družbo ACREDIA, in iv) zunanjimi svetovalci družbe ACREDIA, za katere velja obveznost varovanja zaupnosti, zlasti revizorji, davčnimi svetovalci in odvetniki.

Obveznost varovanja zaupnosti v skladu s to točko velja brez časovne omejitve tudi po izteku te pogodbe.

15. Retention period

If an order has been successfully concluded, ACREDIA may destroy the documents provided to it – with the exception of the writ of execution – a month after sending the final invoice; in the event that the case is not concluded successfully, ACREDIA may do so six months after the final notification.

16. Data protection and data security

ACREDIA debt collection customers and authorised third parties agree to comply with the provisions of the General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG). Information about how ACREDIA processes personal data can be found in the company's Privacy Policy under the following link: www.acredia.at/en/privacy-policy.

17. Confidentiality

ACREDIA, debt collection customers and authorised third parties agree to keep confidential any confidential information that they receive from the other party. This confidentiality obligation is binding for all persons with access to this information. The contract partners are liable for violations of this agreement by such persons as though they themselves have committed the violation.

Confidential information provided by the other contract partner should be processed exclusively for the purpose of performing the existing contracts between ACREDIA and the debt collection customer.

The confidentiality obligation does not apply to information that was disclosed to the contract partners by a third party without any restrictions.

Provided there are legitimate reasons for sharing confidential information, the confidentiality obligation does not apply to: i) ACREDIA group companies (ACREDIA Versicherung AG and the Euler Hermes-Group (a list of the members of the Euler Hermes-Group is available under www.allianz-trade.com/en_global/our-sites.html - Allianz Trade is a trademark of Euler Hermes)); ii) courts and authorities, insofar as there is a statutory obligation to disclose the information or the information is pertinent to civil litigation between the Parties or one of the Parties and a third party; iii) Assignees in connection with the assignment of claims arising under an existing debt collection agreement with ACREDIA; and iv) external advisers to ACREDIA, who bound to professional secrecy, including, but not limited to, accountants/auditors, tax advisers and attorneys.

The confidentiality obligation set out above is not time limited and extends beyond the expiry of this agreement.

18. Terjatve, ki so predmet pogodbe o kreditnem zavarovanju z družbo ACREDIA Versicherung AG

Naročnik pooblašča družbo ACREDIA in družba ACREDIA se zavezuje, da bo ACREDIA Versicherung AG obvestila o vseh okoliščinah, za katere izve med izterjavo in ki jih je treba sporočiti v skladu z določbami zavarovalne pogodbe, oziroma da bo v primeru name-ranih ukrepov izterjave, ki zahtevajo soglasje ACREDIA Versiche-rung AG v skladu z določbami zavarovalne pogodbe, pridobila to soglasje v imenu naročnika. V ta namen naročnik pooblasti družbo ACREDIA Versicherung AG, da mu posreduje vse potrebne informa-cije o določbah zavarovalne pogodbe.

Potem ko družba ACREDIA Versicherung AG izplača odškodnino, družba ACREDIA v imenu naročnika uveljavlja tudi tiste dele zah-tevka, ki se v skladu z določbami zavarovalne pogodbe ali avstrij-skega Zakona o zavarovalnih pogodbah ob izplačilu odškodnine prenesejo na zavarovalnico (regres).

19. Končne določbe

Pomožni sporazumi so veljavni le, če jih je pisno potrdila družba ACREDIA. Kraj izpolnitve je Dunaj. Izključno pristojno sodišče je sodišče na Dunaju. Uporablja se avstrijsko pravo, vendar je izključena uporaba kolizijskih pravil in Konvencije ZN o mednarod-ni prodaji blaga.

Neveljavnost posameznih določb ne vpliva na veljavnost preostalih določb splošnih pogojev poslovanja za izterjavo zapadle terjatve. Če določba je ali postane neveljavna ali neizvršljiva, se nadomesti z določbo, ki je najbližje njenemu gospodarskemu namenu. ■

18. Receivables that are the subject of a credit insurance contract with ACREDIA Versicherung AG

The principal authorises ACREDIA and ACREDIA agrees to report to ACREDIA Versicherung AG any circumstances that become known to it in the course of debt collection that are required to be reported pursuant to the provisions of the insurance contract, and to obtain approval on behalf of the principal for any intended col-lection measures that require the approval of ACREDIA Versiche-rung AG pursuant to the provisions of the insurance contract. For that purpose, the principal authorises ACREDIA Versicherung AG to provide ACREDIA with all necessary information about the provi-sions of the insurance contract.

Following a claim payment by ACREDIA Versicherung AG, ACREDIA shall also pursue parts of the claim on behalf of the prin-cipal that are transferred to the Insurer pursuant to the provisions of the insurance contract of the Austrian Insurance Contract Act in the event of a claim payment (recourse).

19. Final provisions

Any subsidiary agreements are only valid if confirmed in writing by ACREDIA. The place of performance and legal venue is Vienna. Austrian law will apply, excluding conflicting laws and the UN Con-vention on Contracts for the International Sale of Goods.

The ineffectiveness of individual provisions does not affect the effectiveness of the other provisions of the GTDC. If a provision is ineffective or unenforceable, it is to be replaced by a provision that comes closest to the commercial intent of the original provision. ■