



CREDIT RECOVERY DIVISION

COMAS S.r.l. Via Martiri di Civitella, 11 – 52100 Arezzo, Italy

Tel. 0039 0575 26 125 – Fax 0039 0575 26 436

e-mail: mail@infocomas.com – www.infocomas.com

Vat Number 01209940517

**MANDATE
INSTRUCTING DEBT COLLECTION ABROAD**

CREDITOR

Company Name _____

Address _____

City _____ Country _____

Vat Number _____ Phone _____ fax _____ e-mail _____

Hereby instructs COMAS srl in the recovery of the aftermentioned sums, in respect of which the Company declares itself the lawful Creditor, against:

DEBTOR

Company Name _____

Address _____

City _____ Country _____

Vat Number _____ Phone _____ fax _____ e-mail _____

Note _____

TOTAL DEBT DUE, NET OF INTEREST & OTHER ADDITIONAL CHARGES € _____

DOCUMENTS SUPPLIED (proving the debt)

N° _____ invoice(s) (photocopies) for a total of € _____ N° _____ Cheque(s) (photocopies) for a total of € _____

N° _____ further document(s) (photocopies) for a total of € _____

Note _____

PRICE OF THE SERVICE:

- € 89,00 (eighty-nine) for case activation, irrespective of result – payable in advance;
- Commission 16% (sixteen) calculated on amounts recovered. Minimum sum payable €89.00 (case activation) payable by:
- Bank transfer: payable to: COMAS SRL - bank name: Banca Etruria
bank account: Iban: IT71 V053 9014 1120 0000 0000 489 - Swift: Arbait 33148

1. The costs of the service refer exclusively to extra-judicial credit recovery attempts by COMAS srl.
2. In the event of non-recovery of the debt, COMAS srl will issue a final report indicating the reasons why the debt is irrecoverable.
3. Judicial debt recovery (through the courts) will only be initiated with the Creditor's express consent. In this case, the Creditor will be liable for all costs relative to proceedings, which costs will have been intimated in advance by COMAS srl as well as the above-mentioned payment of commission, which are exigible in the case of successful recovery.
4. Should the Creditor accept returned goods as part/total payment of the outstanding debt, the Creditor undertakes nevertheless to honour the commission payment agreed to COMAS srl. (commission percentage based on total debt due).
5. Payments of commission to COMAS srl must be recognised, even where the Debtor effects payment directly to the Creditor and where the payment is effected by means of cash, issuing of bills, cheques or returned goods.
6. COMAS cannot accept "full and final" offers to settle outstanding sums which are less than the debt due where this has not been previously authorised by the Creditor, nor can COMAS grant instalment payments which exceed 60 days from the date of case activation. Bills of exchange are not acceptable unless this has been previously authorised by the Creditor.
7. The Creditor authorises the use of his data in terms of Italian Law governing Privacy D.lgs no.196/2003.
8. For all controversies arising from the present Contract, the forum of Arezzo shall have exclusive jurisdiction.

Date

stamp & signature (Comas Srl)

stamp & signature (creditor)
