



# CREDIT RECOVERY DIVISION

COMAS srl  
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C.C.I.A.A. AR N. 89608  
Cap. Soc. 100.000,00 € i.v.

## MANDATE INSTRUCTING DEBT COLLECTION ABROAD

### CREDITOR

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Country \_\_\_\_\_  
Vat Number \_\_\_\_\_ Phone \_\_\_\_\_  
Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
Legal Representative (Surname/Name) \_\_\_\_\_  
Identity Document n° \_\_\_\_\_ Authority \_\_\_\_\_ Date of Issue \_\_\_\_\_

It empowers Comas srl to carry on the collection, through it, of the amounts hereinafter indicated, for which it declares itself to be legal creditor towards the subject mentioned below. In accordance with the art. 29 D.Lgs. 196/2003 it appoints Comas as the responsible for the personal data treatment already supplied.

### DEBTOR

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Country \_\_\_\_\_  
Vat Number \_\_\_\_\_ Phone \_\_\_\_\_  
Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
Note \_\_\_\_\_

**TOTAL DEBT DUE** (net of interest & other additional charges) € \_\_\_\_\_

### DOCUMENTS SUPPLIED IN COPY (proving the debt)

Invoices copy (if more than 5 invoices, please attach the bank statement)  
Other documents

The information material supplied will be kept no more than 60 days from the date of communication of file closing.

### PRICE OF THE SERVICE

- € 89,00 for case activation, irrespective of result - payable in advance;
  - Commission 16% calculated on amounts recovered. (Minimum sum payable €89.00);
- Payable by:** Bank transfer to COMAS SRL - IBAN: IT22 N020 0814 1110 0010 3255 590 - BIC SWITT: UNCRITM1F90

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 authorizes Comas to the treatment of its personal data in accordance with D.Lgs.n. 196/2003, declaring to have read the information about the data treatment in accordance with D. Lgs. 196/2003 directly from the website [www.infocomas.com/privacy.asp](http://www.infocomas.com/privacy.asp).
8. The creditor declares to have fulfilled its obligations in accordance with D. Lgs. 196/2003 about the legitimacy of the personal data treatment of the above mentioned debtor, including the prior activity of information and the possible consent acquisition, indemnifying and holding harmless Comas against any possible claim put forward by the mentioned subject.
9. For all controversies arising from the present Contract, the forum of Arezzo shall have exclusive jurisdiction.

.....  
Date

.....  
Stamp & signature (Comas Srl)

.....  
Stamp & signature (creditor)