

STANDARD TERMS AND CONDITIONS OF E-INVOICE RECEIVING SERVICE

Applicable from 1 April 2018 for Danske Bank A/S Estonia branch and Danske Bank A/S Lithuania branch

1. GENERAL PROVISIONS

1.1. These are the Standard terms and conditions of the E-invoice receiving service.

1.2. The following definitions are used:

Account means the account opened with the Bank in the name of the Customer, with which an E-invoice is connected and indicated in the Application.

Application means the application completed and submitted by the Customer to receive E-invoices.

Conditions mean these Standard terms and conditions of the E-invoice receiving service.

E-invoice means the electronic invoice to be submitted by the seller or service provider to the Customer via the Bank for the goods sold or services provided. An E-invoice can be partial, containing information required for making payments only, or full-scale, containing additionally information regarding goods sold or services provided. When the Customer has no Danske eBank agreement, the Customer can order only partial E-invoices.

General Conditions mean the General Terms and Conditions of the Bank, which set out the general principles and the procedure for communicating with and serving customers as well as the general terms and conditions for conducting transactions between the Bank and the customers.

Seller means the legal entity selling goods or providing services and submitting E-invoices to the Customer.

Service Receiver means a person who has concluded an agreement with the Seller for the purchase or provision of goods or services.

Service Receiver Code means a unique identifier (customer code or number, reference number, etc.) assigned to the Service Receiver by the Seller and which enables identification of the Service Receiver or respective agreement which is the basis of the E-invoice.

The other definitions used in the Conditions have the same meaning as set out in the General Conditions.

The General Conditions and the Price List apply to the extent they do not conflict with the present Conditions.

2. ORDERING E-INVOICES

2.1. To receive E-invoices, the Customer must submit an Application at the Bank's place of Service or via electronic channels acceptable to the Bank or to the Seller or the E-invoice intermediary (if such service is available). By submitting the application, the Customer agrees to receive the E-invoice receiving service from the Bank in accordance with the Conditions.

2.2. The Bank assumes that the Customer has obtained the necessary consent to receive E-invoices (applies if the Customer is not the Service Receiver).

2.3. In the application, the Customer must complete all fields or indicate or select all data requested by the Bank *inter alia*:

2.3.1. Account number;

2.3.2. Type of E-invoice: full-scale E-invoice or partial E-invoice;

2.3.3. Service Receiver Code;

2.3.4. Seller's data.

2.4 A separate Application must be submitted for each E-invoice with a different Service Receiver Code.

2.5. The Seller may refuse to submit the full-scale E-invoice and send a partial E-invoice to the Customer, in case the Customer is not a Service Receiver in regard of the respective E-invoice.

2.6. Upon receiving the Application, the Bank will forward it to the specified Seller or the Seller's payment service provider or the Seller's E-invoices intermediary. The forwarding of the application does not put the Seller under an obligation to send E-invoices.

2.7. The Bank is entitled to require the Customer to provide to the Bank the data that are associated with the goods or services sold or provided by the Seller or are mandatory pursuant to legislation.

2.8. At the Customer's request, the Bank may send an informing e-mail about received E-invoices.

3. PRESENTATION OF E-INVOICES

3.1. The Bank shall submit to the Customer the received E-invoice without changing its contents not later than next business day after having received it.

3.2. When the Customer has a valid agreement for use of Danske eBank, the Bank shall submit E-invoices to the Customer via Danske eBank. Otherwise, the Customer may receive printed E-invoices at the Bank's place of Service by paying to the Bank relevant fee according to the Price List.

3.3. The Bank shall keep E-invoices in Danske eBank and enable the Customer to review the relevant E-invoice for a period of 13 (thirteen) months from the date of submission of the exact E-invoice to Danske eBank. The Customer may download only full-scale E-invoices.

3.4. The Bank must not control and is not liable for the accuracy or truthfulness of the data specified in E-invoices, including amounts payable, and other E-invoice contents and shall not resolve any complaints in this regard.

3.5. The Bank is not liable for the submission of the E-invoice if it was not submitted to the Bank at all or was submitted too late.

4. PAYMENT OF E-INVOICES

4.1. The Customer may pay the received E-invoices at the Bank:

4.1.1. as a Domestic Payment or Intra-bank Payment in Danske eBank. The Customer may use a pre-completed payment order; or
4.1.2. as an automatic payment (if the Customer has a valid E-invoice automatic payment agreement with the Bank) in regards of respective E-invoice.

5. FEES PAYABLE

The Customer must pay fees to the Bank for all transactions or actions deriving from or made in connection with E-invoices in accordance with the Price List.

6. AMENDMENTS TO THE E-INVOICE RECEIVING CONDITIONS

The Bank is entitled unilaterally to amend the Conditions by notifying the Customer of any changes at least 30 (thirty) days prior to the entry into force of such amendments according to the procedure established in the General Conditions.

7. TERMINATION OF E-INVOICE RECEIVING SERVICE

7.1. The E-invoice receiving service is considered to be automatically terminated when the Seller no longer offers E-invoicing service or the Account is closed.

7.2. The Bank may terminate the provision of the E-invoice receiving service, notifying the Customer at least 30 (thirty) days in advance in the manner set out in the General Conditions.

7.3. The Customer is entitled to refuse receiving E-invoices at any time by giving notice to the Bank via Danske eBank or any other manner specified by the Bank when the Application is submitted to the Bank or by informing the Seller when the Application is submitted to the Seller. The Bank will stop providing the services under the Conditions at the earliest opportunity.