

Seller's Contract with inviPay (Example)

Number ("Contract")

Signed in Warsaw, dated between:

inviPay S.A. (hereinafter referred to as inviPay), ul. Klimczaka 1, 02-797, Warsaw, Starting Capital: PLN	2)..... (Client)
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Hereinafter referred together as "**Parties**" or individually as "**Party**".

Capitalized terms, that have not been defined in this agreement hold equal meaning to that of their definition in the inviPay Terms and Conditions for selling parties (hereinafter referred to as the „**Seller's Terms and Conditions**” and the inviPay Terms and Conditions for buying parties (hereinafter referred to as "**Buyer's Terms and Conditions**”). These documents can both be found in the administration panel in the inviPay application.

The parties agree to the following:

§1

- Under this agreement, inviPay is bound to provide services to the client consisting of the purchase of account receivables—using the inviPay application—that resulted from the sale or delivery of goods or services by the client as part of her business activities. Furthermore, inviPay is bound to the administration of said receivables, their monitoring, collection, and settlement.
- Moreover, under this agreement, inviPay is bound to provide services to the client consisting of the purchase of account payables—using the inviPay application—that resulted from the client's purchase of goods or services conducted from sellers that have also signed an agreement with inviPay. InviPay is also bound to the administration of said payables, in particular their monitoring and settlement.
- The services described in points 1 and 2 will be provided based on the rules of this contract, Seller's Terms and Conditions, Buyer's Terms and Conditions, and the Detailed Conditions for the Provision of Services (hereinafter referred to as the „**Detailed Conditions**”) which are all attachments to this contract. The Sellers Terms and Conditions, Buyers Terms and Conditions, and the Specific Conditions form an integral part of this agreement and are legally binding for the parties.

§2

- For the provision of services listed in points 1 and 2 of §1, inviPay charges commission in accordance with the rates defined in the Detailed Conditions, inflated by the tax imposed on the goods and services (VAT).
- The client declares that she has read the contents of the Agreement, the Sellers Terms and Conditions, Buyers Terms and Conditions, with due diligence and fully understands them as well as agrees to their content.
- Amendments to the Agreement require a written draft, under pain of nullity, subject to §2 point 10.
- This agreement is subject to Polish law and will be interpreted in accordance with it.
- The parties agree that they will seek amicable settlement of any disputes arising from or related to this agreement. Unless an amicable settlement of the dispute is reached within fourteen (14) days of its disclosure, each of the Parties may request that the case be reviewed by the common court appropriate for the inviPay headquarters.

6. The agreement was concluded for an indefinite period.
7. The agreement has been drawn up in two identical copies, one for each of the Parties.
8. The client declares, that the documents entered into the inviPay application are equal to the original documents.
9. The client declares, that the authorization methods available in the inviPay application are treated as tantamount to submitting individual signatures accepting a given user's action in the inviPay application.
10. inviPay reserves the right to change the content of the Sellers Terms and Conditions, Buyers Terms and Conditions, and the Detailed Conditions. inviPay will inform the client about changes to the above mentioned documents by sending an email to the indicated address in the inviPay application. . If no reservations are submitted to inviPay within ten (10) days after being notified of said changes, it will be assumed as consent to the changes.

On Behalf of inviPay		On Behalf of the Client	
Representative	Signature	Representative	Signature
.....
	
	
	

Attachment:

1. Detailed Conditions for Providing Services.

Detailed Conditions for Providing Services (example)**1. First Acceptants of the client (authorized persons):**

First and Last Name:

Position:

Mobile Phone Number:

Work E-mail Address:

First and Last Name:

Position:

Mobile Phone Number:

Work E-mail Address:

First and Last Name:

Position:

Mobile Phone Number:

Work E-mail Address:

First and Last Name:

Position:

Mobile Phone Number:

Work E-mail Address:

2. Client's bank account for receiving payment from inviPay:

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3. Purchasing Limit:

.... PLN

4. Grace Period:

.... days

Client:

Contract number:

- | | |
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| 5. Maximum Term to settle liabilities: | days |
| <hr/> | |
| 6. Maximum Maturity date of liabilities: | days |
| <hr/> | |
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| 7. Commission for verification and locking of liabilities : | % |
| <hr/> | |
| 8. Commission for payout/settling of liabilities:: | % |
| <hr/> | |
| 9. Commission for extending the payment date of liabilities: | % |
| <hr/> | |
| 10. Commission for transferring risk onto inviPay in case of debtors non-payment: | % |
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