Rules of issuing and sending e-invoices by Schindler Polska Sp. z o.o.

Chapter I
General provisions

1. The legal basis for issuing and sending e-invoices (hereinafter referred to as "E-invoice") is the Value Added Tax Act of March 11, 2004 (Journal of Laws of 2004, No. 54, item 535).
2. The service provider providing e-invoice sending services specified in the Rules is **Schindler Polska Sp. z o.o.** with its registered office in Warsaw, ul. Postępu 12a, 02-676 Warsaw, KRS 0000054199, NIP (tax ID): 781-00-02-069, REGON 011296029.
3. The Customer means each incorporated entity or unincorporated entity with legal capacity granted by statute which purchases goods or services from **Schindler Polska Sp. z o.o.**, represented by duly authorized persons.

Chapter II
E-invoices
§1

1. **Schindler Polska Sp. z o.o.** issues and sends e-invoices and guarantees the authenticity of their origin and integrity of their content by using a specified format of e-invoice.
2. **Schindler Polska Sp. z o.o.** will send e-invoices from the following e-mail address: efaktura@pl.schindler.com.
3. The format of e-invoice is PDF (Portable Document Format).
4. The Customer may submit to **Schindler Polska Sp. z o.o.** a correctly completed request including consent for issuing and sending e-invoices (in accordance with the specimen "Statement on accepting e-invoices", hereinafter referred to as the statement:
   a) in writing to: **Schindler Polska Sp. z o.o., ul. Postępu 12a, 02-676 Warsaw,**
   b) by fax to: +48 22 84 37 978
   c) by e-mail to: efaktura@pl.schindler.com.
5. Invoices will be sent electronically from the day following the day of receiving the statement.
6. Corrective invoices and invoice copies will also be sent electronically.
7. Invoices will be deemed as delivered on the day of arrival of the e-mail with the correctly issued invoice at the e-mail server. E-invoices may be sent only on working days, until 4 PM. E-invoices sent on a given working day after 4 PM will be deemed as delivered on the following working day.
8. The Customer may withdraw the statement in writing or electronically, regardless of the form of submitting the statement. The statement will be withdrawn based on resignation statement submitted to **Schindler Polska Sp. z o.o.** Unless the parties agree otherwise, invoices related to subsequent commercial transactions will be sent in hardcopy to the correspondence address indicated by the Customer.
9. If the Customer withdraws consent for issuing and sending e-invoices, the Customer may return to using the e-invoice service after signing the consent again.
10. The consent for issuing and sending e-invoices does not exclude the right of Schindler Polska Sp. z o.o. to issue and send hardcopy invoices and corrective invoices.

§2
1. For the purpose of service performance, the Customer shall provide its e-mail address to **Schindler Polska Sp. z o.o.**
2. If the Customer changes its e-mail address, it shall inform **Schindler Polska Sp. z o.o.** in writing by sending a letter to: Schindler Polska Sp. z o.o., ul, Postępu 12a, 02-676 Warsaw, electronically by sending an e-mail to efaktura@pl.schindler.com or by fax to +48 22 84 37 978. In the case of lack of information about a change, invoices sent to the existing e-mail address will be deemed as delivered.

§3
1. The Customer represents that it will receive e-invoices under the specified e-mail address and that it will immediately inform **Schindler Polska Sp. z o.o.** of each change of this address.
2. By entering an e-mail address, the Customer represents that it is its owner. Schindler Polska Sp. z o.o. shall not be responsible for providing the e-mail address to third parties, or for the activities of Internet operators.
3. The Customer shall store the received invoices divided into settlement periods in any manner ensuring authenticity of origin, integrity of content and legibility of invoices, as well as their easy searchability and immediate access to invoices for a tax authority or tax audit authority.

Chapter III
Complaint procedure
1. A complaint may be filed if the E-invoice service is provided in breach of the terms and conditions and principles specified in these Rules.
2. Complaints about the service shall be sent to efaktura@pl.schindler.com, or by registered mail to **Schindler Polska Sp. z o.o.,**
   ul. Postępu 12a, 02-676 Warsaw.
3. Complaints may not refer to irregularities in the functioning of the web browser or the Customer's hardware and other circumstances related to the functioning of entities for which **Schindler Polska Sp. z o.o.** is not responsible.
4. Complaints are handled within 14 days of their receipt by Schindler Polska Sp. z o.o.

Chapter IV
Liability and Disclaimers
1. **Schindler Polska Sp. z o.o.** reserves the right to temporarily suspend the Service provision in order to perform maintenance works.
2. **Schindler Polska Sp. z o.o.** reserves the right to amend these Rules and terminate the provision of the e-invoice service at any time without cause. **Schindler Polska Sp. z o.o.** shall immediately inform the Customer about such fact.
3. **Schindler Polska Sp. z o.o.** shall not be liable for the non-performance or inadequate performance of its obligations resulting from the Rules if such non-performance or inadequate performance is caused by circumstances on which **Schindler Polska Sp. z o.o.** has no influence despite exercising due care. In particular, **Schindler Polska Sp. z o.o.** shall not be liable for delays resulting from the functioning of financial institutions which serve as intermediaries for the Customer.

Chapter V
Final considerations
1. To any matters not regulated hereunder, the relevant provisions of the Civil Code shall apply.
2. The Rules shall become effective on May 25, 2015.