

## Conditions for sending invoices in electronic form to Skanska Residential Development Poland Sp. z o.o. (here in after referred to as the "Conditions")

### § 1 General provisions

- These conditions define the rules for sending invoices in electronic form to Skanska Residential Development Poland Sp. z o.o. with its registered office in Warsaw (00-877) at Al. "Solidarności" 173, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register under the KRS number: 0000392448, NIP: 5272661267, REGON: 143237547, to the dedicated e-mail address: [EXPSKP1@tps.banctec.se](mailto:EXPSKP1@tps.banctec.se)
- The legal basis for the use of electronic invoices is the Act of 11 March 2004 on tax on goods and services (i.e. Journal of Laws of 2018. No. 2174, as amended), (hereinafter referred to as the "Act").

### § 2 Definitions

- Contractor – issuer of the invoice sent to Skanska Residential Development Poland Sp. z o.o. in electronic form;
- Skanska Residential Development Poland Sp. z o.o. – recipient of the invoice sent by the Contractor in electronic form;
- Consent – consent to issuing and sending invoices in electronic form granted by Skanska Residential Development Poland Sp. z o.o. to the Contractor in the form of the "Consent to issuing and sending invoices in electronic form", to which these Conditions are attached;
- Invoice – a document in paper or electronic form containing data required by the Act and regulations issued on its basis;
- Electronic invoice (e-invoice) – electronic invoice issued and received in PDF format.

### § 3 Rules for sending invoices in electronic form

- The Contractor is entitled to send electronic invoices to Skanska Residential Development Poland Sp. z o.o. subject to obtaining prior Consent from Skanska Residential Development Poland Sp. z o.o.
- The completed and signed Consent of Skanska Residential Development Poland Sp. z o.o. is sent to the Contractor electronically from the e-mail address: [financial.support@skanska.pl](mailto:financial.support@skanska.pl) to the e-mail address indicated by the Contractor or by traditional mail to the address of the Contractor's registered office or another address clearly indicated by the Contractor for this purpose.
- The Contractor is entitled to send electronic invoices to Skanska Residential Development Poland Sp. z o.o. not earlier than on the 3rd (third) business day after the date of granting the Consent by Skanska Residential Development Poland Sp. z o.o.
- The address for sending electronic invoices to Skanska Residential Development Poland Sp. z o.o. is: [EXPSKP4@tps.banctec.se](mailto:EXPSKP4@tps.banctec.se)**
- The Contractor is obligated to send each electronic invoice separately by e-mail from the address specified in the Consent.
- Electronic invoices sent by the Contractor from an e-mail address other than the one indicated in the Consent, without informing Skanska Residential Development Poland Sp. z o.o. about the change, will not be accepted and booked by Skanska Residential Development Poland Sp. z o.o.
- The correcting invoice and/or the duplicate electronic invoice should be also sent in electronic form.
- Skanska Residential Development Poland Sp. z o.o. undertakes to confirm the receipt of a correcting invoice by:
  - sending the following information to the Contractor's e-mail address indicated in the Consent:

"I confirm the receipt on [...] of a correcting invoice under number [...] issued by [...] on [...]."

- or
  - sending the scan of a correcting invoice in PDF format with the date of its receipt, the name and surname of the person confirming its receipt and a stamp with the company name by e-mail to the address indicated in the Consent.
- An electronic invoice is a PDF file that ensures the authenticity of the origin and integrity of its content. The invoice sent to the e-mail address provided by Skanska Residential Development Poland Sp. z o.o. is treated as the sole and final version and is not subject to exchange or editing. If the invoice sent to the above e-mail address contains an error, the Contractor is obligated to issue a correcting invoice.
  - An electronic invoice which has an attachment should be sent together with this attachment in one PDF file.
  - Attachment to the electronic invoice in .xls format (Excel file) should be sent to contact person in the Skanska Residential Development Poland Sp. z o.o.
  - The Consent does not exclude the right of the Contractor to issue and send to Skanska Residential Development Poland Sp. z o.o. invoices in paper form, if technical or formal obstacles (including failure to deliver the invoice to the Skanska Residential Development Poland Sp. z o.o. servers, providing an incorrect e-mail address by the Contractor, etc.) prevent sending of electronic invoices. In such a situation, the Contractor is obligated to contact Skanska Residential Development Poland Sp. z o.o. in order to clarify the situation. Until the removal of the reasons preventing the electronic transmission of documents, the Contractor shall issue invoices in paper form and shall be obligated to send them by traditional mail to the following address: FAKTURY SKANSKA ul. Grudziądzka 46-48, 87-100 Toruń.
  - An electronic invoice shall be deemed delivered if it is sent together with the required attachments in PDF format to the indicated e-mail address of Skanska Residential Development Poland Sp. z o.o. The date of registration on the server of Skanska Residential Development Poland Sp. z o.o. is considered to be the moment of delivery of the electronic invoice. In the event that the electronic invoice does not reach the server of Skanska Residential Development Poland Sp. z o.o., the Contractor issuing the invoice receives a response from the server or from the address [financial.support@skanska.pl](mailto:financial.support@skanska.pl).

### § 4 Change of e-mail address and withdrawal of the Consent

- Skanska Residential Development Poland Sp. z o.o. may change the e-mail address for sending electronic invoices or withdraw the Consent at any time, in particular in the event of the Contractor's failure to comply with these Conditions. The Contractor loses the right to send the issued invoices in electronic form from the day following the delivery of the declaration of withdrawal of the Consent. From then on, invoices issued should be sent by traditional mail in paper form to the following address: FAKTURY SKANSKA ul. Grudziądzka 46-48, 87-100 Toruń.
- Information about the change of e-mail address or withdrawal of the Consent will be sent electronically to the e-mail address indicated by the Contractor or in writing by traditional mail to the address of the Contractor's registered office.
- The Contractor is obliged to inform Skanska Residential Development Poland Sp. z o.o. about the change of the e-mail address from which it will send to Skanska Residential Development Poland Sp. z o.o. invoices in electronic form, in electronic form to the e-mail address [financial.support@skanska.pl](mailto:financial.support@skanska.pl) or in writing to the address of the registered office of Skanska Residential Development Poland Sp. z o.o.

### § 5 Final provisions

- In matters not covered by these Terms and Conditions, the relevant provisions of generally applicable law, in particular the Act and the Civil Code, shall apply.
- Skanska Residential Development Poland Sp. z o.o. reserves the right to make changes to these Terms and Conditions. Skanska Residential Development Poland Sp. z o.o. shall inform the Contractor about each change in writing or via e-mail to the address indicated by the Contractor, no later than 14 days before the introduction of changes.