

Nordea Danmark, filial af Nordea Bank Abp, Finland's creditor rules - Det Fælles IndbetalingsSystem

As of 15 March 2019

Det Fælles IndbetalingsSystem

Det Fælles IndbetalingsSystem is used for business purposes to collect debtor payments via a bank transfer form issued by the creditor. Payments are credited to the account of the creditor's choice with Nordea Danmark, filial af Nordea Bank Abp, Finland "the bank".

The bank transfer form and an invoice are sent to the debtor in the form of a printed bank transfer form. The debtor can pay via online banking, via a branch or by sending the transfer form to their bank which will debit it to the debtor's account. The bank is entitled to charge the debtor a fee for executing the payment.

The term "bank" is used for the banks and their branches which have entered into an agreement on receiving bank transfer forms.

Connecting to the system

The creditor further agrees to the rules stated in User's guide - Instructions for Payment Slips.

Crediting and advice

Payments are credited to the creditor's account no later than one business day after the payment date with same day value. If payments are credited to the account on a later date, the creditor is only entitled to claim interest on the amount in the form of back value dating and only if it has caused the creditor to suffer a loss of interest.

Unless otherwise agreed, payments are credited in one lump sum and the creditor is advised of the individual payments via a list of incoming payments. The list is distributed in the manner and at the frequency agreed.

Date of payment

When the bank transfer form is paid at a bank, the date of payment is the day the transfer form is date stamped by the bank. If payment is made via a transfer from the debtor's account, the date of payment is the day the debtor's account is debited.

On time payments that are not reversed are deemed to be payment in full discharge of the debt.

Reversals

The bank of the creditor is entitled to reverse an amount from the creditor's account if

- 1 the amount was credited due to an error by a bank or its service centre or
- 2 the amount credited stems from a payment that is not honoured.

Reversals are made within five business days of the date of payment.

Creditor's responsibility

It is the creditor's responsibility that the details on the bank transfer form are correct and that the form specifications are met.

Banks' liability

The bank of the creditor, the bank of the debtor, the paying bank and their service centres are liable for own errors and negligence in conjunction with advice and/or payments. The liability is limited to the crediting of the amount paid and interest compensation, see Crediting and advice. Banks cannot be held liable beyond this, nor for any indirect consequences or other more extensive damaging effects.

Creditors can always obtain a copy of these rules from the bank.

Destruction, damage or loss of data

In the event of destruction, damage or loss of data used for processing payments, the banks and their service centres alone are under an obligation to recreate data to the extent possible.

Force majeure

The bank is not liable for any loss caused by statutory provisions, measures

adopted by any governmental or other authority, actual or imminent war, insurrections, civil commotion, terrorism, sabotage, Acts of God, strikes, lockouts, boycotts and blockades, whether or not the bank itself is a party to the dispute, and notwithstanding that the dispute may affect only part of the bank's functions.

Prices

Prices charged for connecting to the system are according to the tariff for domestic payments via branches applicable from time to time, nordea.dk/erhverv/priser. The charge will be debited to an account of the creditor's choice.

Note that the bank may charge the creditor a special fee to cover extra time spent if the bank transfer form does not meet the guidelines (form specifications) and therefore cannot be automatically processed using the bank's scanning equipment.

Breach

In the event of a breach the agreement can be terminated without notice.

Termination

The creditor may terminate the agreement without giving notice, and the bank may terminate the agreement by giving 14 days' notice.

As from the time of termination (that is, when the notice of termination is received by the bank or by the creditor) the creditor may not send bank transfer forms to their debtors. Bank transfer forms sent prior to the time of termination and received by a bank within a period of 6 months after termination of the agreement has been registered in the system are subject to the agreement. In exceptional cases, the bank can close the creditor number, which means that the number no longer can be used for payments

Amendments to agreement and appendices

Amendments to the agreement and rules to the detriment of the creditor may be made by giving 14 days' notice. The creditor will be notified of any amendments by letter, via another permanent medium (for instance e-mail) or through the bank's office-banking systems such as Corporate Netbank, Unitel or Netbank Erhverv.

Amendments in the customer's favour can take effect without prior notice.

Thus, the bank may omit notification in the ways mentioned and instead advise the creditor of amendments at www.nordea.dk if the amendments are in the creditor's favour.

The creditor is under an obligation to notify the bank of any changes in their data, such as e-mail address. The creditor is responsible for not receiving information about amendments if the creditor has failed to notify the bank of any change in their data.

Acceptance of amendments

Amendments of which notification has been given are deemed to have been accepted by the creditor unless the creditor informs the bank before the new amendments take effect that the creditor does not wish to be bound by the new terms. In that case the agreement is deemed to be terminated not later than at the time when the amendments take effect.

Nordea's contact information

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