

Rules for the Transmission/Making Available of Electronic Invoices through Electronic Channels at Polskie Sieci Elektroenergetyczne S.A.

[General Provisions]

1. These Rules for the Transmission/Making Available of Electronic Invoices through Electronic Channels at Polskie Sieci Elektroenergetyczne S.A." (hereinafter: Rules) concern:
 - 1.1. the transmission/making available of e-invoices by the Parties through the EDI platform (hereinafter: EDI Platform) in connection with the settlement of accounts under Contracts;
 - 1.2. submission by Counterparties of declarations of acceptance of transmission/making available of e-invoices and the provision of data by Counterparties in order to enable access to and use of the EDI Platform;
 - 1.3. the Counterparty's access to and use of the EDI Platform managed and maintained at the cost of PSE S.A. by a specialised operator (hereinafter: Operator).

[Definitions]

2. The terms used in these Rules shall have the following meaning:
 - 2.1. e-invoice – invoices and adjusting invoices in electronic form, referred to in Article 2 (32) and Article 106n of the Act of 11 March 2004 on the tax on goods and services (hereinafter: VAT Act), with the proviso that the term "e-invoice" does not include, in particular, the following documents to be sent outside the EDI Platform: appendices to invoices and appendices to adjusting invoices, duplicates (referred to in Article 106i of the VAT Act), adjusting notes (referred to in Article 106k of the VAT Act), and pro-forma invoices;
 - 2.2. Counterparty – a natural or legal person or an unincorporated body that has entered into a contract with PSE S.A.;
 - 2.3. PSE S.A. – Polskie Sieci Elektroenergetyczne S.A. with its registered office in Konstancin-Jeziorna, ul. Warszawska 165, 05-520 Konstancin-Jeziorna, entered in register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register under court register number KRS 0000197596, tax registration number NIP 5262748966, with a share capital of PLN 9.605.473.000,00, fully paid-up;
 - 2.4. Parties – the Counterparty and PSE S.A.;
 - 2.5. Contract – a contract entered into by the Parties and effective at the date of entry into force of the Rules, as well as a contract entered into by the Parties after that date;
 - 2.6. Service – the service of making e-invoices available through electronic channels at PSE S.A., described in detail in the Rules.
3. The Rules shall not govern the terms of payment (in particular payment periods and due dates). The terms of payment shall be as specified in the Contract.

[Description of the Service, Terms and Conditions for its Provision, and Liability]

4. The use of electronic data interchange (EDI) ensures the authenticity of origin and integrity of the content of e-invoices.
5. The use of the Service shall be subject to the following conditions:
 - 5.1. submission by the Counterparty of the Declaration of Acceptance of Electronic Invoices (hereinafter: Acceptance) together with the Counterparty's Data Submission to the EDI Platform in order to enable access to and use of the EDI Platform (hereinafter: Data Submission);
 - 5.2. prohibition on submission of illegal content by the Counterparty.
6. The Acceptance together with the Data Submission (drawn up in accordance with the templates attached to the Rules) shall be sent by the Counterparty in the form of a scan from the e-mail address stated in the Data Submission to the address: PSE.efaktura@pse.pl. The Acceptance together with the Data Submission may also be included in the Contract.
7. Having received the Acceptance together with the Data Submission, PSE S.A. shall forthwith transfer the Data Submission to the Operator who shall make the EDI Platform available to the Counterparty and enable the persons named in the Data Submission to log into the Counterparty's account.
8. PSE S.A. shall send, to the e-mail address stated in the Data Submission, information on access to the EDI Platform (not later than 7 working days from the date the EDI Platform is made available to the Counterparty by the Operator), and as of the date of transmission of that information the Parties shall use e-invoices as specified in the Acceptance. Along with information on access to the EDI Platform, the address of the Operator's website shall be sent, on which the EDI Platform User Manual is available, and the Operator's contact details for the Counterparty to report problems with EDI Platform access and use.
9. The date of making the e-invoice available on the EDI Platform shall be deemed to be the date of receipt of an e-invoice by the Party.
10. The date of receipt of the document by the Party (adjusting invoice recipient) shall be deemed to be the date of confirmation of the Counterparty's receipt of an adjusting.
11. E-invoices shall be made available on the EDI Platform for a period of not less than 90 days. Within that period, the Parties shall download the e-invoice from the EDI Platform for archiving.
12. The EDI Platform allows an e-invoice to be downloaded by the Parties in PDF format and in a structured file format (iDoc-XML).
13. The EDI Platform allows notification of making an e-invoice available to be generated automatically. A new document notification shall be sent to the e-mail address for notifications stated by the Party (the Counterparty shall state the e-mail address in the Data Submission).

14. Where the use of e-invoices is not possible for technical reasons, PSE S.A. shall inform the Counterparty thereof by sending a relevant notice to the e-mail address stated in the Data Submission.
15. During the period of suspension of the use of e-invoices, the Parties shall use invoices in paper form and deliver them in accordance with the provisions of the Contract under which the e-invoice is issued, provided that the Parties may agree a different form of invoice delivery for that period.
16. In the case of a change of the data contained in the Data Submission, the Counterparty shall send to PSE S.A. a Data Submission update in the same manner as that set forth in Section 6 of the Rules.
17. A Data Submission update shall apply from the date stated by the Counterparty in the Data Submission update, but no sooner than the date of submission by PSE S.A., to the e-mail address stated in the Data Submission, of information confirming that the data change has been entered into the EDI Platform by the Operator.
18. The Parties shall be authorised to revoke the Acceptance. In the event the Acceptance is revoked by a Party, the use of e-invoices shall be discontinued 14 days after receipt of a scan of the Acceptance revocation notice. The Parties may agree a different date as from which the use of e-invoices is to be discontinued.
 - 17.1. The Counterparty shall send the Acceptance revocation notice to the e-mail address PSE.efaktura@pse.pl, such notice being required to be sent from the e-mail address stated in the Data Submission.
 - 17.2. PSE S.A. shall send the Acceptance revocation notice to the e-mail address stated in the Data Submission, such notice being required to be sent from the e-mail address PSE.efaktura@pse.pl.
19. The Counterparty shall use the EDI Platform in accordance with the "EDI Platform User Manual" available after the Counterparty logs into the Operator's website.
20. During the period where e-invoices are used in accordance with the Rules, the provisions of the Contract(s) between the Parties, concerning the delivery of accounting documents to which the Rules relate, shall not apply, and the provision, combined with the Acceptance, shall substitute a written annex.
21. With regard to e-invoices, the Acceptance and data contained in the Counterparty's Data Submission to the EDI Platform, the confidentiality rules shall apply as specified in the Contract in connection with which e-invoices are issued.
22. PSE S.A. shall ensure that persons representing PSE S.A., employees and other persons whose personal data have or will be transmitted in connection with the use of e-invoices on the terms of the Rules have been or will be informed that the Counterparty is the controller of their personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council (EU) of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), (hereinafter referred to as "GDPR"), and that they have or will acquaint themselves with information on the rules for their processing, posted in the Counterparty's website stated in the Acceptance.
23. The following appendices shall form an integral part of the Rules:
 - 23.1. Appendix 1 – Declaration of Acceptance of Electronic Invoices (template);
 - 23.2. Appendix 2 – The Counterparty's Data Submission to the EDI Platform/Update of the Counterparty's Data Submission to the EDI Platform (template);
24. PSE S.A. shall not be liable for any damage arising in connection with the Counterparty's failure to comply with the provisions of the Rules and the "EDI Platform User Manual", in particular PSE S.A. shall not be liable for any damage resulting from the transfer of access to the EDI Platform to unauthorised persons. The provisions of this Section shall not apply to a Counterparty who is not an entrepreneur.
25. PSE S.A. shall not bear negative consequences of the Counterparty's failure to receive, download or read an e-invoice in a situation where it is made available to the Counterparty in accordance with the provisions of the Rules.

[Final Provisions]

26. PSE S.A. reserves the right to amend the Rules for important reasons. In addition to improvement of security, functionality or quality of the Service provided, important reasons shall be deemed to include (in particular): the need to adjust the content of the Rules to the applicable provisions of the law, rulings, administrative decisions, recommendations or guidance issued by public administration bodies. All amendments to the Rules shall be published at the website address stated in Section 29 of the Rules and – for a Counterparty other than an entrepreneur – sent to the Counterparty's e-mail address stated in the Data Submission. A Counterparty other than an entrepreneur, who has not given consent to amendments made, shall have the right to waive the Service without having to meet the time limit set forth in Section 18.
27. The Rules and any amendments thereof shall enter into force as of the date of publication on the website address stated in Section 29 of the Rules, however – with regard to a Counterparty other than an entrepreneur – not sooner than 7 days from the date of receipt from the Counterparty of an e-mail or written notice of an amendment made.
28. Complaints concerning Services provided under these Rules may be submitted in writing to the address stated in the invoice or by electronic mail to the address PSE.efaktura@pse.pl. Complaints shall be considered in written form.
29. The Rules are available on the website at <http://www.pse.pl> in a manner that enables the Counterparty to familiarise itself with the Rules and with the possibility of downloading and storing it on external devices.
30. PSE S.A. accepts the use of e-invoices by the Counterparty who has declared in the Acceptance that it will transmit/make available e-invoices to PSE S.A. through the EDI Platform. Upon receipt by PSE S.A. of the Counterparty's notice of revocation of the Acceptance, consent of PSE S.A. shall expire.
31. In the case of change of Operator, PSE S.A. shall immediately inform the Counterparty thereof at the e-mail address stated in the Data Notice, sending to the Counterparty the address of the Operator's website on which the "EDI Platform User Manual" is available, as well as the Operator's contact details for the Counterparty to report problems with EDI Platform access and use. In the case of change of Operator, a Counterparty other than an entrepreneur shall have the right to waive the Service without having to meet the time limit set forth in Section 18.
32. In cases not provided for in the Rules, mandatory laws and regulations shall apply, including the provisions of the Act of 11 March 2014 on the tax on goods and services (Journal of Laws of 2018, item 2174) and the provisions of the Act of 23 April 1964 – Civil Code (Journal of Laws of 2019, item 1145).
33. These Rules shall enter into force as of 14 October 2019.