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SVE ŠTO STE ODUVEK ŽELELI DA ZNATE O INKASU

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Rezime:

Inkaso je instrument platnog prometa sa inostranstvom namenjen pravnim licima i preduzetnicima. Globalno posmatrano, posle bankarske doznake, inkaso je najčešće korišćeni instrument naplate po osnovu spoljnotrgovinskih transakcija.

Poslovanje sa ovim instrumentom je regulisano Jednoobraznim pravilima Međunarodne trgovinske komore – MTK (eng. International Chamber of Commerce - ICC) za inkaso - u daljem tekstu Jednoobrazna pravila, (eng. „The Uniform Rules for Collections, 1995 Revision, ICC Publication No. 522-URC“). Prva verzija ovih Pravila objavljena je 1956. godine, posle čega su usledile odgovarajuće izmene.

Prednosti inkasa se ogledaju u tome što ovaj instrument omogućava jednostavnu i relativno brzu proceduru naplate, koja nije praćena značajnijim troškovima. Rizik pružanja usluge po osnovu inkaso transakcija za banku je isključivo reputacioni, jer nastaje u slučaju izostanka ili neblagovremenog reagovanja banke na instrukciju nalogodavca.

Ključne reči: inkaso; izvoz; banka; dokumenta; menica; protest zbog neplaćanja

JEL klasifikacija: E42, G21

Platni promet s inostranstvom obuhvata sva plaćanja i naplate između domaćih pravnih lica, preduzetnika, fizičkih osoba, kao i države, s jedne strane, i stranih lica s druge strane. Prema Odluci o uslovima i načinu obavljanja platnog prometa s inostranstvom („Službeni glasnik RS“, br. 24/2007, 31/2007, 38/2010 i 111/2015), platni promet s inostranstvom se obavlja preko banke.

Instrumenti međunarodnog platnog prometa su: doznaka, dokumentarna naplata - inkaso, ček, menica, poštanska uputnica i platna kartica.

Inkaso (eng. Collection) označava dokumentarnu naplatu potraživanja od strane jednog pravnog lica kome je drugo pravno lice izdalo fakturu za isporučenu robu.

Korišćenje inkasa kao instrumenta naplate je regulisano je Jednoobraznim pravilima. U korespondenciji s drugim bankama, kao i sa klijentima, banke se redovno pozivaju na tačno određene odredbe Jednoobraznih pravila, čime se najefikasnije obezbeđuje podudarnost u razumevanju postupaka koji prate inkaso transakcije.

Strane učesnice u inkasu su:

1. Prodavac/izvoznik (eng. Principal) koji banci poverava posao naplate potraživanja za obavljeni izvoz, uz prezentaciju odgovarajućih dokumenata,
2. Banka prodavca/izvoznika (eng. Remitting bank) je banka kojoj prodavac poverava inkaso transakciju,
3. Inkaso banka (eng. Collecting bank) može biti svaka banka, osim banke prodavca, i ona obavlja konkretne aktivnosti u vezi sa naplatom potraživanja,
4. Banka kupca/uvoznika (eng. Presenting bank) je banka koja uručuje dokumenta trasatu, po ispunjenju ugovorenih uslova plaćanja,
5. Kupac/uvoznik odn. trasat (eng. Drawee) koji ima obvezu plaćanja prema prodavcu ili obavezu akceptiranja menice prodavca, te izvršenja plaćanja po istoj, kao uslova za preuzimanje robe.

U praksi se veoma često događa da je inkaso banka istovremeno i banka kupca, što smanjuje broj učesnika, kao i troškove koji prate takvu transakciju.

Shodno članu 1 stav B i stav C Jednoobraznih pravila, banka nije u obavezi da automatski postupi po inkasu ili bilo kojoj inkaso instrukciji ili naknadnoj instrukciji banke inicijatora. Ako banka odluči da ne prihvati instrukciju druge banke, o tome mora bez odlaganja obavestiti stranu od koje je primila instrukciju, bez obaveze navođenja razloga za neprihvatanje inicijative.

Razlozi neprihvatanja inicijative mogu biti prvenstveno sledeći:

- kupac nema otvoren račun kod banke kojoj je upućena inkaso inicijativa,
- kupac ima račun u banci kojoj je upućena inicijativa, ali isti retko koristi,
- i neki drugi.

Inkaso se smatra posebno prihvatljivim instrumentom naplate ako prodavac i kupac neguju saradnju praćenu međusobnim poverenjem, a nema naznaka da kupac neće biti spreman da ispuni svoju obavezu plaćanja. Dodatni faktor sigurnosti za prodavca su stabilni politički i ekonomski uslovi u zemlji u kojoj se nalazi sedište kupca.

Inkaso transakcija uključuje sledeće radnje:

- kupac i prodavac zaključuju ugovor o prodaji robe kojim se, između ostalog, utvrđuje inkaso kao instrument naplate izvoza,
- prodavac predaje robu špediteru radi isporuke u skladu sa instrukcijama kupca,
- prodavac dostavlja svojoj banci dokumenta o izvršenom izvozu, kao i instrukciju za postupanje s dokumentima,

Zahtev za dokumentarni inkaso

red. br.	naziv dokumenta	br. komada
1.	menica br.	
2.	faktura	
3.	kamion. tovarni list	
4.	železn. tovarni list	
5.	avionski tov. List	
6.	brodski konosman	
7.	špediterska potvrda	
8.	polisa osiguranja	
9.	certifikat o poreklu	
10.	certifikat o osiguranju	
11.	ostala dokumenta	

Pun naziv i adresa kupca u inostranstvu: _____

Broj računa kupca kod banke kupca: _____

Pun naziv, adresa i SWIFT banke kupca: _____

Ukupna vrednost isporuke: _____

Instrukcije u vezi sa dokumentima:

- 1) Uručiti dokumenta uz plaćanje _____
ili
- 2) Uručiti dokumenta uz akcept menice _____
 - rok plaćanja po menici _____
 - protest po menici _____
 - troškovi po inkasu na teret _____

*nepotrebno precrtati

- banka prodavca prosleđuje dokumenta inkaso banci ili direktno banci kupca, ako je takav dogovor postignut između ugovornih partnera,
- inkaso banka/banka kupca kontaktira kupca u vezi sa primljenim dokumentima i instrukcijama za naplatu, te zahteva stav kupca u vezi plaćanja, odnosno akceptiranja menice kao uslova za preuzimanje dokumenata,
- posle izvršenog plaćanja inkaso banka/banka kupca izveštava banku prodavca o učinjenom, i vrši transfer sredstava po nalogu kupca na račun prodavca kod njegove banke,
- u slučaju kada se kupac odluči za akceptiranje menice izdate od strane prodavca, inkaso banka/banka kupca prati dinamiku izmirenja obaveze kupca po akceptiranoj menici, te izveštava banku prodavca o učinjenom,
- po prijemu uplaćenih sredstava u korist prodavca, banka prodavca upućuje saglasnost za uručenje dokumenata kupcu, kao uslova za preuzimanje robe.

Inkaso transakciju po pravilu prate sledeća dokumenta: trgovačka/komercijalna faktura, certifikat o poreklu, polisa osiguranja, lista pakovanja robe, kao i menica izdata od strane prodavca, koja predstavlja formalni zahtev za plaćanje koji se upućuje kupcu.

Banka koja je primila inkaso dokumenta, zajedno s instrukcijom, ima obavezu da utvrdi da li su primljena dokumenta po svom izgledu, odnosno nazivu i standardnim elementima za te dokumente, u skladu sa navodima iz instrukcije za naplatu. Ako to nije slučaj, banka je dužna da na najbrži mogući način obavesti stranu od koje je primila instrukciju o svim uočenim odstupanjima.

Sledi pregled najvažnijih tipova SWIFT poruka vezanih za korišćenje dokumentarnog inkasa.

Tabela 4: Inkaso i čekovi

SWIFT Tip poruke	Opis
MT 400	Obaveštenje o plaćanju
MT 405	Čist inkaso
MT 410	Potvrda
MT 412	Obaveštenje o prihvatanju
MT 416	Obaveštenje o neplaćanju/neprihvatanju
MT 420	Tragač
MT 422	Obaveštenje o status i zahtev za instrukcijama
MT 430	Izmena/dopuna instrukcija
MT 499	Poruka u slobodnom format

Što se tiče dokumenata, svakako treba obratiti pažnju na jednu specifičnost, koja se javlja isključivo u inkasu. Naime, kod dostave robe avionom svaka pojedinačna pošiljka mora biti praćena dokumentom pod nazivom Air Waybill (AWB). Avioprevoznik ovim dokumentom potvrđuje da je predmetna roba ukrcana u avion, pri čemu takav dokument ne može biti predmet iskupa. Drugim rečima, uvozniku nije potreban AWB za preuzimanje robe, što praktično znači da uvoznik može preuzeti robu, bez da je istu prethodno platio.

Kako bi se izbegla takva situacija, potrebno je da AWB uvek i isključivo bude naslovljen na banku uvoznika. Time se isključuje mogućnost da uvoznik preuzme robu pre nego što banka uvoznika izda avioprevozniku potvrdu da može osloboditi robu pod uslovom da je uvoznik izvršio plaćanje u korist prodavca ili akceptirao njegovu menicu.

Posebno treba napomenuti da se roba koja podleže naplati inkasom ne šalje na adresu banke. Isto tako, pošiljka robe ne bi treba da bude upućena određenoj banci bez prethodne suglasnosti dotične banke. Odgovornost i rizike za robu isporučenu suprotno gore navedenom snosi strana koja je takvu isporuku izvršila.

Banka koja je primila urednu inkaso dokumentacije ima izričitu obavezu pridržavanja instrukcija banke prodavca u smislu obaveštavanja kupca o izvršenoj isporuci, te zahtevima u pogledu plaćanja ili akcepta menice, kao uslova za uručenje dokumenata kupcu.

Postoje dve uobičajene vrste inkaso plaćanja:

1. Dokumenta uz akcept (eng. Document against Accept - D/A Collection) - Kupac potvrđuje spremnost da izvrši plaćanje sa rokom dospeća u budućnosti (Time Draft). Banka kupca će osloboditi dokumenta uz akcept, odnosno obećanje da će plaćanje biti izvršeno na određeni dan, što znači da bi kupac već mogao biti u posedu robe u vreme dospeća plaćanja. U tom slučaju prodavac će biti u riziku neplaćanja od strane kupca.
2. Dokumenta uz plaćanje (eng. Documents against Payment - D/P Collection) - U slučaju kada je kupac potvrdio svoju spremnost za plaćanje po osnovu menice po viđenju na određeni datum, banka oslobađa dokumenta, što kupcu omogućava preuzimanje robe.

Postupanje banke kupca u vezi sa zahtevom za akceptiranje menice zaslužuje pažnju. Naime, članom 22. Jednoobraznih pravila propisano je da je banka kupca odgovorna za utvrđivanje da li je obrazac akcepta na menici potpun. Međutim, banka kupca nije odgovorna za proveru i overu bilo kog potpisa na menici, niti za autentičnost ovlašćenja bilo kojeg potpisnika menice.

Za pravilno razumevanje inkasa potrebno je ukazati na specifičnosti vezane uz pojam pravne radnje protesta. Naime, članom 24. Jednoobraznih pravila propisano je da prodavac u instrukcijama za postupanje s dokumentima umesto prigovora u slučaju neplaćanja ili neprihvatanja od strane kupca navede posebne instrukcije u vezi s protestom, odnosno drugim postupkom. U nedostatku takvih instrukcija, inkaso banka nema obavezu protesta zbog neplaćanja ili neprihvatanja menice od strane kupca.

Ako kupac odugovlači s plaćanjem ili izričito odbija da ispuni obavezu plaćanja, prodavac je ovlašćen da preduzme određene radnje radi zaštite sopstvenih interesa, a to su prvenstveno:

- pronalaženje drugog kupca - idealno u istoj državi kao i kupac s kojim je sklopljen postojeći ugovor, budući da je isporučena roba već pod carinskim nadzorom u dotičnoj zemlji,

- alternativno rešenje: pronalaženje kupca u matičnoj zemlji prodavca i davanje instrukcija špediteru da robu vrati u zemlju, što će biti praćeno određenim troškovima, kao što su troškovi skladištenja robe na carini ili drugim skladištima u zemlji prvog kupca, te troškovi prevoza do odredišta po izboru prodavca,

- pokretanje sudskog ili arbitražnog postupka za naknadu štete, u zavisnosti od ugovornih odredbi.

Osim standardnog modela korišćenja inkasa, ovaj instrument se može koristiti i kao instrument za naplatu izvoza, za šta postoji otvoreni dokumentarni akreditiv. Naime, kada prilikom pregleda prezentiranih izvoznih dokumenata akreditivna banka utvrdi odstupanja u odnosu na uslove akreditiva, kao što su neispunavanje roka isporuke, isporuka manje količine robe od ugovorene i neka druga, ta banka ima obavezu da na prezentirana dokumenta stavi tzv. rezervu, što predstavlja prepreku za isplatu sredstava po osnovu akreditiva.

Prodavac može uputiti predlog ili instrukciju akreditivnoj banci da ta dokumenta prosledi nadležnoj službi za inkaso u istoj banci na naplatu. U slučaju da akreditivna banka ne prihvati takav angažman, prodavac mora kontaktirati drugu banku u istoj zemlji. Ovaj model naplate izvršenog izvoza je od posebnog značaja ukoliko uskoro ističe zakonski rok za naplatu izvezeno robe i odobrenje računa izvoznika za protivvrednost izvezeno robe kod banke u zemlji.

Osim banaka kao institucija koje pružaju usluge inkasa širom sveta, u nekim zemljama usluge inkasa pružaju i specijalizovane firme.

Primer će biti Nemačka u kojoj je naplata dospelih potraživanja od trećih osoba u korist pravnih lica i preduzetnika regulisana članom 1. stavkom 1. br. 9. Zakona o bankama (nem. Kreditwesengesetz). Kada se naplata finansijskih potraživanja obavlja u svoje ime i za svoj račun, odnosno u svoje ime i za račun trećih osoba kao samostalna delatnost, takva se delatnost tretira kao pružanje pravnih usluga. Firme koje se bave naplatom potraživanja od izvoza robe nazivaju se inkaso firme (nem. Inkassounternehmen) i moraju biti upisane u Registar pružalaca pravnih usluga shodno Zakonu o pružanju pravnih usluga (nem. Rechtsdienstleistungsgesetz - RDG).

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EVERYTHING YOU HAVE ALWAYS WANTED TO KNOW ABOUT DOCUMENTARY COLLECTION

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Summary:

Collection is an instrument of foreign payment transactions intended for legal entities and entrepreneurs. Globally observed, after the bank remittances, collection is the most frequently used payment instrument based on foreign trade transactions.

Utilization of this instrument is regulated by the Uniform Rules of the International Chamber of Commerce - ICC for collection – hereinafter the Text Uniform Rules, the first version of which was published in 1956, to be followed by some revisions.

The advantages of collection are reflected in the fact that this instrument enables a simple and relatively fast collection proceedings, which is not accompanied by significant costs. The risk of providing a service based on collection transactions for the bank is exclusively reputational, since it arises in the event of a lack of response or untimely response of the bank to the instructions of the principal.

Keywords: documentary collection; export; bank; documents; bill of exchange; protest against non-payment

JEL classification: E42, G21

International payment transactions include all payments transactions between domestic legal entities, entrepreneurs, individuals, as well as the state, on the one hand, and foreign persons on the other. Pursuant to the Decision on the Conditions and Manner of Conducting International Payment Transactions (“Official Gazette of the Republic of Serbia”, No. 24/2007, 31/2007, 38/2010 and 111/2015), international payment transactions are performed through banks.

Instruments of international payment transactions are: remittance, documentary collection, check, bill of exchange, postal order and payment card.

Collection is a transaction in which the bank undertakes to collect the money receivable that it has as a seller against a third party as a buyer, with the delivery of certain documents to the buyer as a condition for taking over the goods.

The use of collection as a payment instrument is regulated by the Uniform Rules. In their correspondence with other banks, as well as with clients, banks regularly refer to precisely defined provisions of the Uniform Rules, which most effectively ensures consistency in the understanding of the procedures that accompany collection transactions.

Participants in the collection are:

1. The seller/exporter, i.e., principal, who entrusts the bank with the task of collecting receivables for the performed export, with the presentation of appropriate documents,
2. The remitting bank is a bank to which the seller entrusts a collection transaction,
3. The collecting bank can be any bank, except the seller’s bank, and it performs specific activities related to the collection of receivables,
4. The presenting bank is authorized to deliver the documents to the drawee, once the payment for the goods has been conducted.
5. The drawee who has an obligation to pay the seller or an obligation to accept the seller’s bill of exchange, as a condition for taking over the goods.

In practice, it often happens that the buyer’s bank is also a collection bank, which reduces the number of participants, as well as the costs that accompany such a transaction.

Pursuant to Article 1, paragraph B and paragraph C of the Uniform Rules, the bank is not automatically obliged to act upon collection or any collection instruction or subsequent instruction of the initiator’s bank. If a bank decides not to accept the collection instruction of another bank, it must immediately inform the party from which it received the instruction, without the obligation to state the reasons.

The reasons for not accepting the initiative may be primarily the following:

- the buyer does not have an account with the bank to which the collection initiative was sent,
- the buyer has an account with the bank to which the initiative was sent, but rarely uses it,
- and some others.

Collection is considered a particularly acceptable collection instrument if the seller and the buyer nurture a cooperation followed by mutual trust, and there are no indications that the buyer will not

be ready to fulfil their payment obligation. An additional factor of security for the seller is the stable political and economic conditions in the country where the buyer is based.

The collection transaction includes the following actions:

- the buyer and the seller conclude a contract on the sale of goods, which, among other things, determines the collection as an instrument for the collection of exports,
- the seller delivers the goods to the freight forwarder for delivery according to the buyer's instructions,
- the seller submits to their bank the documents on the performed export, as well as the instruction for handling the documents, as follows:

The request for the Documentary Collection		
Ord. No.	Document's Name	No. of pieces
1.	Bill of Exchange No.	
2.	Invoice	
3.	CMR	
4.	Railway Bill	
5.	Airway Bill	
6.	Bill of Lading	
7.	Freight Forwarding Document	
8.	Insurance Policy	
9.	Certificate of Origin	
10.	Insurance Certificate	
11.	Other Documents	

Full name and address of the foreign buyer: _____

Buyer's bank account number: _____

Full name, address and SWIFT of the buyer's bank: _____

Total Value of the Documentary Collection: _____

Instructions regarding documents:

1) The documents are to be delivered by payment _____

or

2) The documents are to be delivered by the bill of exchange's acceptance _____

- payment deadline according to the bill of exchange _____
- protest of the bill of exchange _____
- collection's costs to be borne by _____

* strike out the unnecessary

- the seller's bank forwards the documents to the collection bank or directly to the buyer's bank, if such an agreement has been reached between the contractual partners,

- the collection bank contacts the buyer in connection with the received documents and instructions for payment, and requests the buyer's position regarding payment or the acceptance of the bill of exchange as a condition for taking over the documents,

- after the payment has been made, the collection bank reports to the seller's bank on what has been done, and transfers the funds collected from the buyer to the seller's account with their bank,
- in case the buyer decides to accept the bill of exchange issued by the seller, the collection bank monitors the dynamics of settlement of the buyer's obligation under the bill, and reports to the seller's bank on what has been done,
- upon receipt of funds in favour of the seller, the seller's bank sends to the buyer's bank consent for the delivery of documents to the buyer, as a condition for taking over the goods.

The bank that received the collection documents, together with the instruction, has the obligation to determine whether the received documents are in appearance, i.e., by name and standard elements for such documents, in accordance with the statements from the collection instructions. If this is not the case, the bank is obliged to inform the party from which it received the instruction on all observed deviations in the fastest possible way.

The following is an overview of the most important types of SWIFT messages related to the implementation of the export's collection.

Table 4: *Collection and Cheques*

SWIFT Tip poruke	Opis
MT 400	Obaveštenje o plaćanju
MT 405	Čist inkaso
MT 410	Potvrda
MT 412	Obaveštenje o prihvatanju
MT 416	Obaveštenje o neplaćanju/neprihvatanju
MT 420	Tragač
MT 422	Obaveštenje o status i zahtev za instrukcijama
MT 430	Izmena/dopuna instrukcija
MT 499	Poruka u slobodnom format

Regarding the documents, one should definitely pay attention to one specificity, which is found exclusively in collections. Namely, when delivering goods by plane, each individual shipment must be accompanied by a document called Air Waybill (AWB). With this document, the airline confirms that the goods in question have been loaded on the plane, and such a document cannot be the subject of redemption. In other words, the importer does not need an AWB to take over the goods, which practically means that the importer can take over the goods without having previously paid for them.

In order to avoid such a situation, it is necessary that the AWB is always and exclusively addressed to the importer's bank. This excludes the possibility for the importer to take over the goods before

the importer's bank issues a certificate to the airline that it can release the goods, provided that the importer has made a payment in favour of the seller or accepted his bill of exchange.

It should be especially noted that the goods, which are subject to collection by way of documentary collection, are not to be sent to the address of the bank. Likewise, a consignment of goods should not be addressed to a specific bank without the prior consent of the bank concerned. Liability and risks for goods delivered contrary to the above shall be borne by the party who made such a delivery.

The bank that received the proper documentary collection has an explicit obligation to comply with the instructions of the seller's bank in terms of notifying the buyer of the delivery, and requests for payment or acceptance of the bill of exchange, as a condition for delivery of documents to the buyer.

There are two common types of documentary collection payments:

1. Documents against Accept (D/A Collection) - The buyer confirms their readiness to make a payment with a due date in the future (Time Draft). The buyer's bank will release the documents with acceptance, i.e., the promise that the payment will be made on a certain day, which means that the buyer could already be in possession of the goods at the time of payment. In that case, the seller will be at risk of non-payment by the buyer.

2. Documents against Payment (D/P Collection) - In the case when the buyer has confirmed their readiness to pay on the basis of a promissory note, on a certain date, the bank releases the documents, which allows the buyer to take over the goods.

The actions of the buyer's bank in connection with the request for acceptance of the bill of exchange deserve attention. Namely, Article 22 of the Uniform Rules stipulates that the buyer's bank is responsible for determining whether the form of acceptance on the bill of exchange appears to be complete. However, the buyer's bank is not responsible for verifying and authenticating any signature on the bill of exchange, nor for the authenticity of the authorization of any signatory of the bill of exchange.

In order to properly understand the collection, it is necessary to point out the specifics related to the notion of the legal action of the protest. Namely, Article 24 of the Uniform Rules stipulates that in its instructions for handling documents, the seller should state special instructions regarding the protest, or other procedure instead of a protest in case of non-payment or non-acceptance by the buyer. In the absence of such instructions, the collection bank has no obligation to protest against non-payment or non-acceptance of the bill of exchange by the buyer.

If the buyer delays the payment or explicitly refuses to fulfil the obligation to pay, the seller is authorized to take certain actions to protect their own interests, and these are primarily:

- finding another buyer - ideally in the same country as the buyer with whom the existing contract is concluded, as the delivered goods are already under customs control in the given country,
- alternative solution: finding a buyer in the seller's home country and instructing the freight forwarder to return the goods to the country, which will be accompanied by certain costs, such as storage for goods in customs or other warehouses in the first buyer's country, and transport costs to destination at the choice of the seller,
- initiating court or arbitration proceedings for damages, depending on the contractual provisions.

In addition to the standard model of using documentary collection, this instrument can also be used as an instrument for the collection of exports, for which there is an open documentary letter of credit. Namely, when, during the review of the presented export documents, the letter of credit bank finds deviations in relation to the letter of credit conditions, such as non-fulfilment of the delivery deadline, delivery of a smaller quantity of goods than agreed and some others, that bank has an obligation to place a so-called reserve on the relevant documents, which is an obstacle to the payment of funds on the basis of letters of credit.

The seller may send a proposal or instruction to the letter of credit bank to forward such documents to the competent service in the same bank for collection. In the event that a letter of credit bank does not accept such an engagement, the seller must contact another bank in the same country. This model of collection of performed exports is of special importance in the case of an imminent expiration of the legal deadline for collection of exported goods and the payment of these funds to the exporter's account kept with the bank in the country.

In addition to banks as institutions that provide collection services around the world, in some countries the services of collection of receivables from the export of goods are also provided by specialized companies.

An example can be found in Germany, where the collection of due receivables from third parties in favour of legal entities and entrepreneurs is regulated by Article 1, Section 1 No. 9 of the Banking Act (ger. Kreditwesengesetz). When the collection of financial claims is performed in one's own name and for one's own account, or in one's own name and for the account of third parties as an independent business, such activity is treated as the provision of legal services. Companies engaged in the collection of receivables from the export of goods are called Inkassounternehmen and must be entered in the Register of Legal Service Providers in accordance with the Law on the Provision of Legal Services (ger. Rechtsdienstleistungsgesetz - RDG).

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