

**SG Equipment Leasing  
Polska Sp. z o.o.**

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Bialystok, Bydgoszcz, Crakow,  
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**Service range**

The Polish subsidiaries of SG Equipment Finance provide vendors and investors in capital equipment with a comprehensive choice of financial and additional services throughout Poland. This allows you to draw upon the expertise, service and security offered by a large global bank and one of the leading European asset based and vendor financiers.

Our teams in Poland are comprised of professionals with long experience in close vendor partnerships. Based on their in-depth market knowledge, they help manufacturers and dealers gain a competitive edge.

**Selected markets and assets**

- Transport, handling, aviation
- Machinery, construction machines
- IT, office and medical equipment

**Vendor partnership structures**

- Vendor programmes (joint ventures)
- Sales financing (loose cooperation agreements, co-branding)

**Financial products**

- Leasing (finance lease, operating lease, sale and lease back)
- Inventory financing

**Additional services**

- Marketing services
- Importation handling and customs clearance
- Provision of dedicated staff
- Insurance of leased equipment

**Specifications**

- Lease terms: 12 to 72 months
- Minimum amount: € 10.000
- Currencies: PLN, EUR, CHF, USD

**Leasing in Poland**

The general requirements of lease contracts are provided by civil law, and lease is treated as so called "defined contract". According to Polish **tax regulations**, tangible and intangible assets can be stated as equipment of a lease contract.

- **Operating lease contracts** are concluded for a limited period representing at least 40% of the standard depreciation; the sum of lease payments established in the lease contract is not lower than the initial value of the lease object; at the end of a lease contract the market value of the leased asset cannot substantially differ from its residual value.
- **Financial lease contracts** are concluded for a limited period; the sum of lease payments established in the lease contract is not lower than the initial value of the lease

object; the parties agree that the user (lessee) makes the depreciation write-off.

The new **accounting regulations** for leases in Poland, entered into force since 01.01.2002, are generally in line with US GAAP and IAS. Both, tangible and intangible assets, can be object of a lease contract under these accounting regulations.

- If at least one of the following terms is applicable, the contract is treated as a **financial lease**:  
  - 1) ownership of the asset is transferred to the lessee at the end of the lease term;
  - 2) upon the expiry of the lease contract the lessee has the right to purchase the asset at a lower price than its market value (counted using straight-line method);
  - 3) the lease contract is concluded for the period of time which covers or exceeds 75% of amortisation period of the asset (purchase option is not forbidden);
  - 4) the amount of discounted lease instalments less residual value of the asset exceeds 90% of costs of acquisition;
  - 5) lessee has the right to renew the lease contract under the better conditions than the former one, keeping the same asset;
  - 6) both parties have the right, to terminate the contract. Should the right be exercised, all costs, linked to the termination, must be covered by the lessee;
  - 7) The leased asset may be used only by the lessee because of its uniqueness and specificity.
- Contracts which do not fulfill the aforementioned requirements will be treated with respect to accounting regulations as an **operating lease**.

**We support. You succeed.**