

## **SPECIAL CONDITIONS**

### **for communication by means of remote data transmission via rush order**

#### **1. Payment order**

A payment order within the meaning of the contract is a logical file with one or more express data transfer records. Payment orders transmitted to the bank are forwarded on the same day at same-day value date to the recipient bank, provided that the following conditions have been fulfilled by the Customer.

- a) The cut-off time for delivery by means of Remote Data Transmission has been observed.
- b) The electronic signature has been examined and complies with the »public key« submitted to the Bank, and the file with the express transfer has been received.

#### **2. Cut-off time**

Cut-off time for the Bank applies to the forwarding on the same day at same-day value on a given business day. The Bank must be in receipt of the payment order and appropriate electronic signature and must have verified the electronic signature before the cut-off time. The Bank generates a log file as confirmation, which is collected by the Customer.

#### **3. Customer's obligation to verify**

In order to verify that the data have been correctly delivered and that the electronic signature is correct, the Customer is obliged to collect his log file electronically from the Bank and to evaluate it immediately after transmission.

#### **4. Erroneous data records**

If the Customer delivers express transfer records with formal errors (e.g. errors in the record structure) or with incorrect contents (e.g. non-existent bank code), the entire payment order will not be executed by the Bank.

#### **5. Several payment orders**

If several payment orders are received simultaneously, the Bank is not obliged to observe any particular sequence in executing the payment orders.

#### **6. Liability**

- (1) The Bank ensures that the payment orders are forwarded to the recipient banks under the aforementioned conditions, however, subject to the availability of the recipient banks. The bank shall be liable for actual fault. If the customer contributed by negligence to the occurrence of a loss, the principles of contributory negligence shall be applied to determine the extent to which the bank and the customer shall bear the loss.
- (2) For consequential damages arising from the delay or non-performance of bank wire transfers, liability shall be limited to a maximum of Euro 12,500.00 per wire transfer payment. This limitation of liability does not apply to intent or gross negligence and similarly not to interest loss and for risks, which were specially assumed by the bank. Furthermore, the bank shall not be liable in the event of force majeure.
- (3) The conditions for bank wire transfer payments apply additionally.