

The following translation is provided for the customer's convenience only. The original German text of the respective Terms and Conditions is binding in all respects. In the event of any divergence between the English and the German texts, constructions, meanings or interpretations, those of the German original shall govern exclusively

1. Cheque Forms

The account holder(s) of the accounts/safe custody accounts set out under 1 agree the following with the Bank for the electronic transfer of data by means of online dialogue with a PIN and TAN (online banking):

2. Duties of Care

Cheque forms and cheques must be kept with particular care. The Bank, if possible the branch where the account is held, must be notified of any loss of cheque forms and cheques without undue delay.

The cheque forms must be completed clearly and legibly. The cheque amount must be inserted in figures and in words stating the currency such that nothing can be added. If, when issuing a cheque, the customer makes a spelling mistake or if the cheque has otherwise become unusable it must be destroyed.

Upon termination or expiry of the cheque agreement any unused forms must either be returned to the Bank without undue delay or must be sent back cancelled.

3. Customer's and Bank's Liability

The Bank shall be liable for fulfilling its obligations under the cheque agreement. If the customer contributed towards the incurrance of the loss by intentional or negligent conduct, particularly by breaching a duty of care, the extent to which the Bank and the customer have to pay for the loss shall be determined in accordance with the principles of contributory negligence.

If the Bank honours cheques, which the customer has lost since they were issued, it can debit the customer's account only if it did not act with gross negligence in honouring the cheque.

4. The Bank's Conduct if there are Insufficient Funds to Cover the Account

The Bank shall be entitled to honour cheques even if the credit balance is insufficient or can do so beyond a credit line previously granted for the account. The entry of such dispositions on the account leads to a tolerated overdraft. In that case the Bank is entitled to demand the higher interest rate for tolerated overdrafts.

5. Cancellation of Cheques

The cheque can be cancelled so long as the Bank has not yet honoured it. Notice can be taken of the cancellation only if it is received by the Bank in such a timely manner that it is possible to take notice of it in the ordinary course of business.

6. Additional Provisions in the case of Order Cheques

The issuer of order cheques guarantees that all of the credit institutions, who are involved in the collection of the order cheques issued by it, will be paid. Each of said credit institutions can, against presentation of the unpaid cheque presented within the period for presentation, demand payment from the issuer.

The above provisions shall also apply to order cheques issued after termination or expiry of the cheque agreement.

