

Supplementary terms and conditions for the region "D&B D/A/CH"

The following supplementary terms and conditions apply in addition to (and in this respect prevail over) Dun & Bradstreet General Terms & Conditions (since 11 – 2024) ("GTC"), to govern the business relationship between a Customer and a Dun & Bradstreet entity in Germany (Dun & Bradstreet Deutschland GmbH), Austria (Dun & Bradstreet Austria GmbH) and Switzerland (Dun & Bradstreet Schweiz AG), due to national and European legal framework conditions:

1. Default of payment

The first three sentences of Section 5.3 of the GTC are amended to read as follows:

5.3 If the Customer does not pay an invoice on time, default shall occur without prior reminder. If the Customer is in default with a payment, he owes D&B default interest in the amount of nine percentage points above the base interest rate per year, but at least ten percent per year. D&B reserves the right to assert a higher default damage. Without prejudice to any other rights or remedies of D&B under its Terms and Conditions, the relevant Individual Order or under the law, if the Customer is:

- is more than 15 days late, suspend access to and use of the services to which the outstanding costs relate until payment, after notifying the Customer at least 48 hours in advance (e-mail is acceptable);
- is in default for more than 30 days, (a) terminate any instalment plan without prior notice and thus make the relevant claims due immediately and in full in their entirety, and (b) terminate the individual order to which the outstanding costs relate with at least 48 hours' notice after written notice to the Customer.

2. Termination in the event of insolvency

Section 8.3 of the GTC shall apply with the proviso that the application of the national insolvency regulations (in Germany in particular Sections 103 to 118 of the German Insolvency Code) shall remain unaffected and that the termination may be justified by the fact that the insolvency of the contractual partner will lead to an increase in risk for the terminating partner.

3. Liability

Sections 9.1 and 9.2 of the GTC are replaced by the following provision:

9.1. Violate D&B or its legal representatives, employees or vicarious agents

- (i) if they intentionally or grossly negligently commit an obligation or commit an unlawful act intentionally or with gross negligence, D&B shall be liable for the resulting damage to the Customer in accordance with the statutory provisions;
- (ii) an obligation is merely negligent, claims for damages by the Customer against D&B, regardless of their nature and for whatever legal reason, in particular due to breach of obligations arising from the contractual relationship or from tort, are excluded. This does not apply in the case of a simple negligent breach of a material contractual obligation; in this case, liability is limited to the foreseeable damage typical for the contract. A material contractual obligation in this sense is one whose fulfilment makes the

proper performance of the contract possible in the first place and on the compliance with which the Customer regularly relies and may rely.

The above exclusion of liability or the limitation of liability does not apply in the case of liability due to culpable injury to life, limb or health, not in the case of liability due to the fraudulent concealment of a defect and also not in the case of liability due to a breach of a quality guarantee or liability under the Product Liability Act.

9.2. The statutory rules on the burden of proof remain unaffected by the above provisions.