

Terms and conditions for payments made by SEPA Business-to-Business Direct Debit

VERSION: 01 January 2020

The following terms and conditions apply to payments made by the Customer, who is not a consumer¹⁾, to payees using a SEPA Business-to-Business Direct Debit via his/her account held with the Bank.

1 General

1.1 Definitions

A direct debit is a payment transaction initiated by the payee that is charged to the account of the Customer, for which the payment amount in question is specified by the payee.

1.2 Fees

The provisions set out in section 12 (2) to (6) of the General Terms and Conditions of Business apply to fees and any changes thereto.

1.3 Reporting requirements under foreign trade legislation

The Customer has to comply with any reporting requirements under foreign trade legislation.

1.4 Out-of-court dispute resolution and other complaint procedures

The Customer can contact the dispute resolution or complaint bodies designated in the "List of Fees and Services" for the settlement of disputes with the Bank.

2 SEPA Business-to-Business Direct Debit

2.1 General

2.1.1 Main features of the SEPA Business-to-Business Direct Debit Scheme

The SEPA Business-to-Business Direct Debit Scheme may only be used by Customers who are not consumers. Under the SEPA Business-to-Business Direct Debit Scheme, the Customer is able to make payments in euros, via the Bank, to the payee within the "Single Euro Payments Area" (SEPA). The countries and territories listed in the Appendix belong to the SEPA.

In order to execute payments using the SEPA Business-to-Business Direct Debit scheme,

- the payee and his/her payment service provider must use the SEPA Business-to-Business Direct Debit Scheme,
- the Customer must issue the SEPA Business-to-Business Direct Debit Mandate to the payee prior to the payment transaction and
- the Customer must provide the Bank with confirmation that the SEPA Business-to-Business Direct Debit Mandate has been issued.

The payee triggers the payment transaction in question by presenting the direct debits to the Bank via his/her payment service provider.

In the event of an authorised payment on the basis of a SEPA Business-to-Business Direct Debit, the Customer cannot

request any reimbursement of the direct debit amount charged to his/her account from the Bank.

2.1.2 Customer identifiers

Within the context of the process, the Customer must use the IBAN²⁾ issued to him/her and, for cross-border payments within the European Economic Area³⁾, also the Bank's BIC⁴⁾ as his/her customer identifier vis-à-vis the payee, as the Bank shall be entitled to execute the payment under the SEPA Business-to-Business Direct Debit solely on the basis of the customer identifier provided to it. The Bank and other parties involved shall execute the payment to the payee on the basis of the IBAN and, for cross-border payments outside of the EEA, also on the basis of the BIC specified by the payee as his/her customer identifier, in the direct debit data record.

2.1.3 Transmission of direct debit data

In cases involving SEPA Business-to-Business Direct Debits, the direct debit data can also be forwarded via the messaging system of the Society for Worldwide Interbank Financial Telecommunication (SWIFT), which has its registered office in Belgium and data centres in the European Union, Switzerland and the USA.⁵⁾

2.2 SEPA Business-to-Business Direct Debit Mandate

2.2.1 Issuance of the SEPA Business-to-Business Direct Debit Mandate

The Customer shall issue the payee with a SEPA Business-to-Business Direct Debit Mandate. By doing so, he/she authorises his/her Bank to honour SEPA Business-to-Business Direct Debits of the payee. The mandate is to be issued in writing or in the manner agreed with his/her bank. This authorisation also includes explicit approval of the fact that the payment service providers involved in the direct debit collection and any intermediaries will access, process, transmit and save the personal data relating to the Customer that is required in order to execute the direct debit. The SEPA Business-to-Business Direct Debit Mandate must contain the following declarations made by the Customer:

¹⁾ Pursuant to section 13 of the German Civil Code (BGB), a consumer is any natural person who enters into a legal transaction for a purpose that cannot be allocated to his/her commercial or self-employed activities.

²⁾ International Bank Account Number.

³⁾ See Appendix for the member states.

⁴⁾ Bank Identifier Code.

⁵⁾ In addition, "Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on information accompanying transfers of funds" (EU Funds Transfer Regulation) subjects the Bank to the obligation, for the purposes of combating money laundering and terrorist financing, to check and transmit information on the Customer, as the party issuing the order (payer) and on the beneficiary (payee) in connection with the execution of direct debits. This information consists of the name and customer identifier of the payer and the payee, as well as the address of the payer. For direct debits within the European Economic Area (EEA), the forwarding of the payer's address can be dispensed with in the first instance, but may be requested by the payment service provider of the payee. When specifying names and, where appropriate, addresses, the Bank uses the data stored in its systems in order to comply with the statutory requirements. The Regulation means that the identity of the payer and the payee can always be determined unambiguously on the basis of the payment transaction data records themselves. This also means that the Bank has to check payment data, reply to enquiries made by other banks with regard to the identity of the payer/payee and, on request, make this data available to the responsible authorities.

- authorisation of the payee to collect payments from the Customer's account by means of a SEPA Business-to-Business Direct Debit and
- instruction to the Bank to honour the SEPA Business-to-Business Direct Debits drawn by the payee on his/her account.

The SEPA Business-to-Business Direct Debit Mandate must contain the following information (authorisation data):

- designation as a SEPA Business-to-Business Direct Debit Mandate
 - particulars of the payee,
 - a creditor identification number,
 - identification as a one-off or recurring payment,
 - name of the Customer,
 - name of the Customer's bank and
 - his/her customer identifier (see section 2.1.2).
- The direct debit mandate may contain other information below the signature(s) in addition to the authorisation data.

2.2.2 Confirmation of the issuance of a SEPA Business-to-Business Direct Debit Mandate

The Customer shall immediately provide his/her bank with confirmation of the authorisation pursuant to section 2.2.1 by providing the Bank with the following data from the SEPA Business-to-Business Direct Debit Mandate issued to the payee in writing and signing this notification:

- designation as a SEPA Business-to-Business Direct Debit Mandate
- particulars of the payee,
- creditor identification number of the payee,
- mandate reference,
- identification of one-off or recurring payments and
- the place and date of signature on the mandate.

For this purpose, the Customer may also send the Bank a copy of the signed original of the SEPA Business-to-Business Direct Debit Mandate.

Without this notification, the Bank shall not honour any payment transactions based on SEPA Business-to-Business Direct Debits of the payee.

The Customer shall immediately inform the Bank in writing of any changes to, or the revocation of, the SEPA Business-to-Business Direct Debit Mandate vis-à-vis the payee.

2.2.3 Revocation of the SEPA Business-to-Business Direct Debit Mandate

The SEPA Business-to-Business Direct Debit Mandate can be revoked by the Customer by way of a declaration made to his/her bank. The revocation must be received by the Bank in writing or, if an electronic method of communication (e.g. online banking) has been agreed as part of the business relationship, using this method. The revocation shall take effect as of the business day, pursuant to the "List of Fees and Services", following receipt of the revocation notice. The payee must also receive the revocation notice. The revocation of the SEPA Business-to-Business Direct Debit Mandate does not cover SEPA Business-to-Business Direct Debits already debited from the Customer's account. Section 2.2.4 (2) and (3) shall apply in this regard.

2.2.4 Rejection of individual SEPA Business-to-Business Direct Debits

(1) The Customer can issue the Bank with a separate instruction not to execute payments under certain SEPA Business-to-Business Direct Debits of the payee. This in-

struction must be received by the Bank at the latest by the end of the business day as defined in the "Price and Services Schedule" prior to the due date specified in the direct debit data record in writing or, if an electronic method of communication (e.g. online banking) has been agreed as part of the business relationship, using this method. The payee must also receive this instruction.

(2) The SEPA Business-to-Business Direct Debit may only be rejected on the day of the debit entry if this has been agreed between the Customer and the Bank. The agreement shall become effective if the Bank is ultimately successful in recovering the direct debit amount. The Bank shall charge the fee shown in the "List of Fees and Services" for processing such a revocation by the Customer.

(3) The Customer may no longer reject the SEPA Business-to-Business Direct Debit after the day on which the debit entry was made.

2.3 Collection by the payee of the SEPA Business-to-Business Direct Debit on the basis of the SEPA Business-to-Business Direct Debit Mandate

(1) The SEPA Business-to-Business Direct Debit Mandate issued by the Customer shall remain with the payee. The latter adds the authorisation data and any additional data to the data record in order to collect SEPA Business-to-Business Direct Debits. The respective direct debit amount is specified by the payee.

(2) The payee electronically transmits the data record for collecting the SEPA Business-to-Business Direct Debit to the Bank, as the paying agent, via his/her payment service provider. This data record also incorporates the Customer's instruction, set out in the SEPA Business-to-Business Direct Debit Mandate, issued to the Bank to honour the SEPA Business-to-Business Direct Debit in question (see section 2.2.1 sentences 2 and 5). The Bank shall waive the form agreed for the issuance of the SEPA Business-to-Business Direct Debit Mandate with regard to the receipt of this instruction (see section 2.2.1 sentence 3).

2.4 Payment transaction executed on the basis of the SEPA Business-to-Business Direct Debit

2.4.1 Debiting the account of the Customer with the direct debit amount

(1) SEPA Business-to-Business Direct Debits received from the payee are debited from the Customer's account on the due date specified in the data record based on the direct debit amount specified by the payee. If the due date is not a business day of the Bank as defined in the "List of Fees and Services", the account shall be debited on the next business day.

(2) The account shall not be debited, or the debit amount shall be reversed no later than on the third business day, in accordance with the "List of Fees and Services", after the amount is debited if

- the Bank has not received confirmation from the Customer in accordance with section 2.2.2,
- the Bank has received a revocation of the Business-to-Business Direct Debit Mandate in accordance with section 2.2.3,
- the Bank was notified of a refusal to pay the direct debit mandate of the Customer in accordance with Section 2.2.4,
- the Customer does not have sufficient funds available in his/her account or a sufficient line of credit to honour the direct debit (insufficient funds); the Bank does not make partial payments,

- the IBAN of the payer specified in the direct debit data record cannot be assigned to any account held by the Customer at the Bank or
- the direct debit cannot be processed by the Bank, as
 - a creditor identification number is missing in the direct debit data record or the Bank identifies the creditor identification number as being evidently incorrect,
 - a mandate reference is missing,
 - the issue date of the mandate is missing or
 - no due date is specified.

2.4.2 Honouring SEPA Business-to-Business Direct Debits

SEPA Business-to-Business Direct Debits are honoured if the debit entry against the Customer's account is not reversed at the latest on the third business day, pursuant to the "List of Fees and Services", after it is made.

2.4.3 Notification of the non-execution or reversal of the debit entry or refusal to honour

The Bank shall immediately notify the Customer, at the latest within the period agreed in accordance with section 2.4.4, of the non-execution or reversal of the debit entry (see section 2.4.1 (2)) or the refusal to honour a SEPA Business-to-Business Direct Debit (see section 2.4.2). The Bank can also use the agreed method for providing account information for this purpose. Within this context, the Bank will, to the extent possible, provide reasons, as well as options as to how errors that resulted in the non-execution, reversal or refusal can be rectified.

The Bank shall charge the fee shown in the "List of Fees and Services" for the justified refusal to honour an authorised SEPA Business-to-Business Direct Debit due to insufficient funds (see section 2.4.1 (2), fourth indent).

2.4.4 Execution of the payment

(1) The Bank is obliged to ensure that the direct debit amount charged by it to the account of the Customer on the basis of the SEPA Business-to-Business Direct Debit is received by the payment service provider of the payee at the latest within the execution period specified in the "List of Fees and Services".

(2) The execution period shall commence on the due date specified in the direct debit data record. If this day is not a business day as defined in the Bank's "List of Fees and Services", the execution period shall commence on the following business day.

(3) The Bank shall notify the Customer of the payment execution using the method agreed for providing account information and in the agreed frequency.

2.5 Exclusion of the claim for a refund in cases involving an authorised payment

In the event of an authorised payment on the basis of a SEPA Business-to-Business Direct Debit, the Customer cannot request any reimbursement of the direct debit amount charged to his/her account from the Bank; claims under section 675x BGB are excluded.

Customer claims for reimbursement in the event of an authorised payment that was not executed, or was not executed correctly, shall be based on section 2.6.2.

2.6 Reimbursement and compensation claims of the Customer

2.6.1 Reimbursement in the event of an unauthorised payment

In the event of a payment made without the authorisation of the Customer, the Bank cannot assert a claim against

the Customer for the reimbursement of its expenses. The Bank is obliged to reimburse the Customer for the direct debit amount charged to his/her account. Within this context, the Bank shall restore the account to the state in which it would have been if the unauthorised payment had not been debited. This obligation must have been fulfilled at the latest by the end of the business day, in accordance with the "List of Fees and Services", following the day on which the Bank was informed, or otherwise became aware of the fact, that the payment was not authorised. If the Bank has informed a responsible authority in writing of justified grounds to suspect fraudulent behaviour on the part of the Customer, the Bank shall review and fulfil its obligation under sentence 2 without delay if the suspicion of fraud is not confirmed.

2.6.2 Compensation if the event of a breach of duty

In cases involving an authorised payment that was not made, the incorrect or delayed execution of an authorised payment, or in cases involving an unauthorised payment, the Customer can claim compensation from the Bank, besides any claims for restitution pursuant to section 667 and sections 812 et seq. BGB, for any damage incurred as a result in accordance with the following provisions:

- The bank shall be liable for its own fault. If the Customer has contributed to a loss being incurred through negligent conduct, the extent to which the loss is to be borne by the Customer or the Bank shall be determined in accordance with the principles of contributory negligence.
- The Bank assumes no liability for the fault of the intermediaries involved by the Bank. In such cases, the liability of the Bank shall be limited to the careful selection and instruction of the first intermediary involved.
- The Bank's liability for damage is limited, in terms of amount, to the direct debit amount plus any fees and interest invoiced by the Bank. Insofar as the claim relates to consequential losses, liability is also limited to a maximum of EUR 12,500 per payment. This limitation of liability does not apply to wilful intent or gross negligence on the part of the Bank, to risks specifically taken on by the Bank or to unauthorised payments. Claims under section 675y German Civil Code (BGB) are excluded.

2.6.3 Exclusion of liability and objections

(1) Any liability on the part of the Bank pursuant to section 2.6.2. is excluded in the following cases:

- The Bank proves to the Customer that the payment amount was received by the payment service provider of the payee in due time and in full.
- The payment was executed in accordance with the incorrect customer identifier of the payee specified by the payee. In such cases, however, the Customer can ask the Bank to do everything in its power to recover the payment amount. If the payment amount cannot be recovered pursuant to sentence 2 of this subsection, then the Bank is obliged to provide the Customer, upon the latter's written request, with all available information allowing the Customer to assert a claim for the reimbursement of the payment amount. For the activities in accordance with sentences 2 and 3 of this subsection, the Bank shall charge the fee set out in the "List of Fees and Services".

(2) Any claims of the Customer in accordance with sections 2.6.1 and 2.6.2 and objections raised by the Customer against the Bank on the basis of the non-execution or incorrect execution of payments, or on the basis of unauthorised payments,

are excluded if the Customer has not notified the Bank thereof no later than 13 months after the date of the debit entry relating to an unauthorised or incorrectly executed payment. The period shall only begin if the Bank informed the Customer of the debit entry relating to the payment using the method agreed for account information within one month of the debit entry being made at the latest; otherwise, the period shall start on the day on which such information is provided. The Customer can also assert claims for compensation based on fault-based liability on the part of the Bank under section 2.6.2 after the expiry of the time period specified in sentence 1 if he/she was prevented from complying with this time period through no fault of his/her own.

(3) Claims on the part of the Customer are excluded if the facts on which a claim is based

- relate to an exceptional and unforeseeable event beyond the control of the Bank, the consequences of which could not have been avoided despite the exercise of due diligence, or
- were caused by the Bank due to a statutory obligation.

Appendix

List of countries and territories belonging to SEPA

Countries of the European Economic Area (EEA)

Member States of the European Union: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Germany, Estonia, Finland, France (including French Guyana, Guadeloupe, Martinique, Mayotte, Réunion), Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Sweden, Slovak Republic, Slovenia, Spain and the United Kingdom of Great Britain and Northern Ireland.

Other countries: Iceland, Liechtenstein, Norway.

Other countries and territories

Guernsey, Isle of Man, Jersey, Monaco, Saint-Pierre and Miquelon, San Marino, Switzerland.