



DVB Bank SE Respite Terms

For freights and other receivables under standard rate agreements or contracts handled as combined transport via DB through KOMBIVERKEHR.

- The respite**
1. DVB Bank SE (hereinafter referred to as "DVB") grants customers respite for simplified payment transactions with **Kombiverkehr Deutsche Gesellschaft für kombinierten Güterverkehr mbH & CO KG, Frankfurt/Main** (hereinafter called "KOMBIVERKEHR"). DVB acquires the obligation to settle the payment obligations of Kombiverkehr-customers resulting from the respite process up to the limit of an agreed maximum amount per respite period on account of the customer. For these amounts, respite shall be granted to the customer. Respite as used in these terms means that the customer is discharged of his payment obligation towards Kombiverkehr, and is obliged towards DVB instead. The amounts KOMBIVERKEHR specifies to DVB are payable to DVB by the customer per due date, in one sum, without reminder.
- Object of Respite**
2. The "Respite process KOMBIVERKEHR" covers the freights and other receivables from combined transports under standard rate agreements or under contracts from the transport handled via KOMBIVERKEHR with DB.
- Respite period**
3. A respite period means one month.
- Respite limit**
4. Customer and DVB shall agree upon a maximum respite limit, which shall correspond to the probable freight volumes in a respite period.
- Respite authorisation**
5. DVB authorises KOMBIVERKEHR to grant respite up to the agreed maximum limit.
- Billing**
6. The customer receives a monthly bill from KOMBIVERKEHR over the respite amounts.
- Due dates**
7. The respite account # of the customer at DVB shall be charged with the amount requested by KOMBIVERKEHR from DVB as follows:
Model A: On the 27th day of the current month with 50% of the probable monthly sales volume.
On the 17th day of the next month with reminder.
Model B: On the 17th day of the next month with the total amount.
- The charged amounts shall be due per date of valuation, and payable to DVB in one sum without reminder. If the due date is a Saturday, Sunday or bank holiday the valuation and the due date shall be postponed to the next following banking day. Setting-off with counter-claims is excluded.
- Guarantees**
8. Following guarantees have to be provided to DVB:
Model A: for a respite period of 1 month (100%)
Model B: for a respite period of 1.5 months (150%)
- Modifications**
9. The customer shall be informed on modifications of the respite terms by written notification. The modifications are considered approved unless the customer objects in writing within one month of notification of the modifications.
- General Business Terms**
10. DVB Bank SE's General Business Terms shall be valid additionally for the DVB Bank settlement procedure, they will be sent to you by DVB with return slip.