

General Terms and Conditions of Business of Dun & Bradstreet (Schweiz) AG

The following terms and conditions of business govern the business relationships between Dun & Bradstreet (Schweiz) AG, hereinafter referred to as D&B) and the customer.

1. Basis of the business relationship

A D&B Membership Contract entitles the customer to call on all services offered by D&B in the credit information area on payment of the agreed consideration. For this purpose the currently ruling tariffs and conditions as well as these general terms and conditions of business and any other special terms and conditions of business are applicable.

2. Contract duration and termination

The D&B Membership and additional annual flat-rate fees (e.g. for bankruptcy and company formation or traffic-light warning information) as well as view & review rights come into force on conclusion of the contract and apply for a period of one year. On expiry, this contract is extended by tacit agreement for a further year unless terminated in writing by registered letter by either party three months prior to the expiry of the contract term. D&B reserves the right to withdraw from the contract as a consequence of late payment (section 3) and in accordance with section 8.

3. Prices, tariffs and payment terms

If the contract is renewed or if D&B approves extended validity of any possible residual units after one year, any new list will automatically apply. The new tariff will be provided to the customer on request. All prices given by D&B or listed in the tariffs are net prices excluding value-added tax. D&B's invoices are due for payment net, within thirty days. If the customer is in arrears with his payment, the legal consequences of default come into effect. Moreover, in the event of default, D&B has the right to terminate the contractual relationship with immediate effect, without obligation to make repayment or provide compensation.

4. Authorisation to represent the company

For the provision of services, and in particular the processing within the guidelines of a D&B Membership, all those employees of the customer who communicate with D&B orally, by telephone or in writing (by letter, fax or e-mail) are deemed to be authorised and empowered to act as representatives, irrespective of the authorisation to sign as set out in the company register towards D&B. Any restrictions to this general power of representation must be agreed with D&B in writing. The customer bears the risk for inadequate authorisation to represent the company or missing legitimisation of its employees.

5. Means of communication and transmission errors

D&B is entitled to direct all messages to the customer to the delivery address, e-mail address, telephone and/or fax number listed in the contract. D&B is to be provided with timely written notification of changes by the customer. The customer bears the risk for damages arising from the use of communications and/or transport means including loss, delay or incorrect transmission.

6. Warranty

D&B endeavours to look after its data records. The customer acknowledges that data and information may contain a certain degree of errors. The customer bears the responsibility for ensuring that the information is adequate for the intended purpose. The provision of data and the associated services is made "as existing and available". Unless expressly mentioned in this agreement, D&B excludes all warranty especially with regard to completeness, current relevance, usability or suitability of the data for a specific purpose. D&B is unable to guarantee its ability to provide services without interruption or breakdown and moreover undertakes no guarantee or responsibility for the availability

of the services, or for the quality or execution of the services. D&B is not liable for losses or damage that may arise from its conduct in the provision, listing, collection, interpretation, reporting or in any other services.

7. Disclaimer of warranty

Liability for negligent, incorrect or careless provision or execution of the services by D&B as well as loss or destruction of files and information handed over in electronic form is waived. D&B is not liable for damages arising from the customer's instructions. D&B is not liable for damages caused in the exercise of their duties by third parties called in by D&B to fulfil its obligations. D&B is solely liable for proper care in the selection of these third parties. D&B's liability is restricted to those damages occurring at the customer's. Liability for other damages, namely the indemnification of third parties, is waived in its entirety.

8. Data protection and confidentiality

The contractual relationship existing between the customer and D&B may also include the supply of data which is subject to the terms of the legal provisions concerning data protection with resultant restrictions on the scope of the services rendered. In particular, economic reports, creditworthiness information, official information on debt recovery actions, data on taxes, property and payment history etc. are subject to the provisions of the Data Protection Act (Art.13 section 2 DSG) and require evidence of interest (such as a written order, quotation or contract) in accordance with the Swiss Federal Law on Debt Collection and Bankruptcy (Art. 8a SchKG: Only persons who can credibly show an interest may inspect the records and registers (or extracts thereof) of Debt Enforcement and Bankruptcy Agencies. Before calling up information that requires evidence of interest, the customer undertakes to obtain adequate evidence of interest or confirms that he is in possession of adequate evidence of interest and agrees to recompense D&B for any damages arising as a consequence of his failure to possess adequate evidence of interest. All D&B information, knowledge and reports are exclusively intended for use by the customer and are to be treated in the strictest confidence. Their communication to third parties is strictly prohibited. The customer is responsible for all damages that may arise from failure to observe his duty of confidentiality or unauthorised communication. In the event of infringement of this duty by the customer, D&B has the right to terminate the contractual relationship with immediate effect without obligation to make repayment or provide compensation.

9. D-U-N-S® numbers

D-U-N-S® numbers are the property of D&B. D&B grants the customer a non-exclusive licence to the D-U-N-S® numbers for identification purposes and for internal business use. Where possible, the customer will mark the D-U-N-S® number as such and point out that D-U-N-S is a registered trademark of D&B.

10. Applicable law

This contract is subject to Swiss law.

11. Court of jurisdiction

The venue for settling any legal disputes is agreed to be the competent court for D&B's head office in Urdorf. D&B reserves the right to take legal action against the customer at an alternative competent court.