

General Terms and Conditions Deutsche Post AG

International Business, Dialogue Marketing, Packet

1 Scope of application and legal basis

- (1) These general terms and conditions, hereinafter referred to as "GT&Cs", shall apply to agreements concluded with Deutsche Post AG and its affiliated companies, hereinafter referred to as "Deutsche Post", pertaining to the conveyance of cross-border mail and letter-like items including but not limited to letter mail, goods-, press- and dialog marketing shipments, hereinafter all referred to as "items".
- (2) In addition to these GT&Cs, the brochure "Service- and Handling Brochure of Deutsche Post Business and Deutsche Post Packet" shall apply. Moreover, the available service descriptions for the individual products shall apply.
- (3) Where not otherwise set forth, in the following order, by binding statutory provisions, individual agreements, the special terms mentioned in paragraph (2) above and these GT&Cs, the provisions of the Universal Postal Convention and its ancillary agreements, hereinafter referred to as "UPU Acts", the Convention on the Contract for the International Carriage of Goods by Road, hereinafter referred to as "CMR", the Montreal Convention and the Warsaw Convention, may apply in the individual case as applicable under consideration of the specific mode of transport for the item, each in their latest versions.
- (4) With regard to the products Addressed Direct, Letter Direct, Publication Direct, Unaddressed Direct, Packet Direct and Reply Direct the general terms and conditions of the respective national postal providers in their latest versions shall apply in addition.
- (5) All brochures and general terms and conditions of business referenced in this section 1 (2) shall apply in their respective latest version and are available online under www.deutschepost.com/en/businesscustomers/tac.html or may be obtained from Deutsche Post directly upon request.
- (6) The sender's general terms and conditions shall not apply and are herewith explicitly excluded, even if Deutsche Post has accepted the sender's item without contradiction in the individual case.
- (7) "Deutsche Post reserves the right to amend the GT&Cs and the annexes thereto from time to time. Deutsche Post shall notify sender of any changes to the GT&Cs in writing (e.g. by e-mail, post) ("notification of changes"). The changes shall take effect vis-à-vis sender and the contractual relationship shall continue under the changed conditions if sender does not object to these changes within two (2) weeks after receiving the notification of changes by means of a written notification (e.g. by e-mail, post, fax) to Deutsche Post. This deadline shall be deemed to have been met so long as the objection is sent to Deutsche Post within this time period. Deutsche Post shall specifically point out to sender in the written notification of changes the above consequences of failure to object

2 Agreement and services

- (1) Conveyance agreements are constituted for items in written form or by the handover of the items by or on behalf of the sender and their assumption into the care of Deutsche Post in keeping with the provisions of these GT&Cs.
- (2) Deutsche Post accepts items for delivery from the sender at the sites of Deutsche Post, or picks up such items at agreed sites of the sender, in order to deliver such items to the recipient directly or have them delivered by the participating foreign companies. Compliance with a specific delivery period or a specific date of delivery shall not be owed by Deutsche Post, unless otherwise regulated for individual products under the special conditions described in section 1 (2).
- (3) The sender shall label the items correctly and provide all necessary details to enable Deutsche Post to perform the services including transport, settling of damages claims and/or return of the goods. Items shall be packaged in such a way that they are protected from loss and damage, and that no damage can be caused to Deutsche Post or third parties. More details are laid down in the special service specifications and transport conditions pursuant to section 1 (2).

- (4) Deutsche Post shall accept special instructions from the sender for items only if these instructions are notified in the agreed form for the international delivery of postal shipments or in a separate agreement between the Parties. The sender shall have no claim to compliance with their instructions if they were issued to Deutsche Post after the handover/acceptance of the items.
- (5) It shall be at the discretion of Deutsche Post to select the type, route and means of transport or to provide all services by sub-contractors (sub-contracted carriers), chosen freely by Deutsche Post, taking into consideration the sender's interests.

3 Items- Prohibited goods

- (1) Deutsche Post shall not undertake the delivery of items, the transportation of which is prohibited, or which Deutsche Post is unable to transport securely or which are illegal goods for other reasons (collectively "Prohibited Goods"), and it is hereby agreed that Deutsche Post shall bear no liability whatsoever for such items. Prohibited goods include in particular:
 1. Items whose content, exterior design, conveyance or storage violate a statutory or authorities' prohibition, in particular any export, import or customs law provisions of the countries of posting, destination or transit, or which require special facilities (e.g., for temperature-controlled goods), safety precautions or permits; these include items or goods whose transport is prohibited according to the UPU Acts; this shall also include items whose contents violate the protection of intellectual property, including counterfeit or unlicensed copies of products (brand piracy);
 2. Items whose content or exterior make-up could injure or infect persons or cause damage to property;
 3. Items which contain live animals or human remains; excepted are invertebrates such as queen bees and feed insects, so long as the sender takes all the necessary precautions to ensure transport is safe and appropriate to the animals' needs without requiring special treatment;
 4. Items containing narcotics or intoxicants;
 5. Items whose conveyance is subject to dangerous goods regulations; also excluded are all goods that are not completely unrestricted according to the latest IATA and ICAO dangerous goods regulations;
 6. Items with an actual value exceeding €25,000; the limitations on liability according to section 7 shall remain unaffected by this limit;
 7. Items containing cash or other means of payment, precious metals, jewelry, watches, precious stones, objects of art, antiques or other articles of value or securities for which, in the event of damage, no stoppage and no cancellation and replacement procedure can be carried out (class II valuables). Only the following are excluded:
 - a. Postage stamps, goods vouchers and other low-value items in this class (e.g., fashion jewelry and promotional articles), up to an actual value of 30 Special Drawing Rights of the International Monetary Fund (SDR) per item, and single travel tickets and entrance tickets;
 - b. exclusively in items with the "Wert International" (International insured item) additional service: class II valuables (apart from money or other means of payment), up to a total actual value of €500;
 8. Items for which no or insufficient postage has been paid and that are posted with the intention of surreptitiously obtaining the transport service without payment of the remuneration payable for it.
 9. Items that are destined for natural or legal persons subject to sanctions; or that are to be conveyed to countries subject to external trade restrictions (embargo measures).

General Terms and Conditions Deutsche Post AG

International Business, Dialogue Marketing, Packet

10. Items that contain weapons, especially firearms, or parts thereof, imitation weapons or ammunition.
11. Obscene or pornographic articles
- (2) The sender warrants that the item does not contain any prohibited goods and has been correctly packaged and is appropriately protected respectively. Notwithstanding any other rights of Deutsche Post, the sender shall indemnify Deutsche Post from any liability for third-party claims resulting from the transportation of Prohibited Goods or other inadmissible or unlawful goods. The contractual liability of Deutsche Post for own conduct of vicarious agents remains unaffected.
- (3) Should an item by its nature (size, format, weight etc.), due to its contents or in another way not comply with the terms set forth in section 1 (2) or these GT&Cs, Deutsche Post shall be entitled
 - a. to refuse to accept the item or
 - b. to return or hold for collection an item that has already been handed over and accepted or
 - c. to convey the item without notifying the sender, using a different route from the one agreed (e.g., by land or ocean rather than by air freight as planned) - should this be necessary
 - d. and/or statutorily prescribed, and to subsequently request an appropriate additional charge as per section 6 (4).

The same shall apply if the sender refuses to provide information at Deutsche Post's request in case of suspicion of item of Prohibited Goods or of other contract violations.

- (4) Deutsche Post shall not be obliged to check for exclusions of transport pursuant to section 3 (1). However, upon suspicion of such exclusions Deutsche Post shall be entitled to open and check the items. Furthermore, it shall also undertake regular checks as required by European Union aviation security regulations. If these checks discover goods, or if there is a well-founded suspicion of such goods, which may not be conveyed as air freight - as originally agreed or planned - then Deutsche Post, notwithstanding its other rights under section 3 (3) shall be entitled to convey the goods overland or by sea.

4 Customs Clearance and Customs Regulation

- (1) The sender is obliged to comply with the applicable import and export regulations and the customs regulations of the country of origin, destination and transit. The sender shall complete the necessary accompanying documents (customs declaration, export licenses etc.) truthfully and completely, and shall hand these over with the Shipment.
- (2) Deutsche Post does not assume any liability for the content of the item and the accompanying documents. The sender remains solely responsible for all risks and consequences of importing and exporting goods. This shall apply irrespective of whether the dispatch is restricted or prohibited by applicable statutory provisions or is restricted or excluded under these GT&Cs or other contractual provisions.
- (3) The sender shall indemnify Deutsche Post from third-party claims arising from or in connection with violations against the provisions specified in this section 4.

5 Delivery and Non-Deliverable Items

- (1) The items shall be delivered to the recipient's address specified by the sender, though not necessarily personally to a recipient named in person. Items to addresses with central mail departments shall be delivered to these departments.
- (2) If necessary for the return of undeliverable items, the sender shall attach a postage print impression with sender specific P.O. box or a corresponding Data Matrix Code-label to the item. The sender shall make reasonable efforts to assist Deutsche Post in returning such items and particularly to provide all necessary customs documents and all other documents and information which may be required for the return.
- (3) If the recipient refuses to accept an item or refuses payment or the

item needs to be returned for other reasons, and Deutsche Post has made reasonable efforts to return such item at the expense of the sender but has not been able to do so, Deutsche Post shall be entitled to utilize or destroy such items in accordance with the respective UPU Acts, without any prior instruction.

- (4) If undeliverable items are returned in accordance with section 5 (2) and (3), one or more items may be collected over a reasonable period and returned to the sender in a practicable form, unless otherwise instructed by the sender. section 2 (4) of these GT&Cs shall remain unaffected.

6 Charges

- (1) The sender shall pay to Deutsche Post the agreed remuneration for the agreed postal services.
- (2) All prices indicated are net prices and are exclusive of any taxes, customs duties and fees. They are subject to statutory value added tax, if and as far as due, at the time when the services are provided.
- (3) Payment of the remuneration is due in advance or at time of hand-over to Deutsche Post for transportation, unless otherwise agreed between the parties. The sender must make any objections against invoice amounts within thirty (30) days of receiving the invoice; later objections are excluded.
- (4) In addition to the agreed charge, the sender must reimburse Deutsche Post for all expenses that, in special cases, Deutsche Post has to advance in the interest of the sender for the transport (customs duties, export and import duties, fee for presentation to customs etc.). The sender shall in addition reimburse Deutsche Post for any expenses it incurs if the item has to be returned pursuant to section 5 (2) and (3) (charges for returns, fee for presentation to customs, packaging and storage charges etc.). In this regard the sender shall indemnify and hold harmless Deutsche Post from and against any third party claims. All these costs shall be due immediately upon request.
- (5) For the purpose of reviewing charges, all shipments may be re-counted, reweighed and/or measured again and the charge is billed on the basis of the data thus ascertained.

7 Liability

- (1) Deutsche Post shall be liable for loss, theft and damage to compliant and non-excluded items and for the culpable and improper fulfillment of other contractual obligations only up to the extent of the direct damage typical for the agreement and only up to certain maximum amounts as per paragraph (3) below. Compensation for indirect damage (such as lost profit or lost interest) shall be excluded. This shall apply regardless of whether Deutsche Post was notified of the risk of such damage before or after accepting the item. Payments for compensation of loss or damage shall be limited to one claim per item, the settlement of which shall constitute the complete and final discharge of all damage in this case.
- (2) Deutsche Post shall be exempt from liability as per paragraph (1) above if the damage is due to circumstances which Deutsche Post was unable to avoid, even if applying the utmost care, and whose consequences it was unable to prevent (e.g., strike, force majeure, confiscation). Similar arrangements shall apply to damage resulting from culpable or negligent behavior by the sender, a breach of the sender's obligations, the nature of the item's contents or any other legal provision, in particular in the Universal Postal Convention and the supplementary letter mail regulations involving the exclusion of liability. Deutsche Post assumes no liability for excluded items as per section 3 (1).
- (3) The liability of Deutsche Post pursuant to paragraph (1) for items under the "Registered mail" additional service shall be limited per the UPU Acts to 30 SDR per item.
- (4) Otherwise, Deutsche Post shall assume no other liability unless required to do so by binding legal provisions. This shall also apply to claims resulting from the violation of collateral obligations, and to all extra-contractual claims.
- (5) Claims as per paragraphs (1) and (3) above shall be excluded if the sender has not made an application for inquiry within six months beginning from

General Terms and Conditions Deutsche Post AG

International Business, Dialogue Marketing, Packet

the day of posting the item.

- (6) The sender's liability, in particular as per the specifications of the Universal Postal Convention and the supplementary letter mail regulations, shall remain unaffected. The sender shall be liable above all for damages incurred by Deutsche Post or third parties as a result of dispatch excluded items pursuant to section 3 (1) or as a result of a breach of the sender's obligations. In this regard the sender shall indemnify Deutsche Post for all third party claims, unless this is in breach of statutory limitations of liability.

8 Special Rules for US shipments

All claims regarding domestic shipments within the USA must be submitted in writing to Deutsche Post within thirty (30) days as of the date of acceptance of the item; otherwise any liability of Deutsche Post shall be forfeited. All original shipping containers, the entire packaging and the entire contents are to be made available to Deutsche Post for inspection and kept until the claim has finally been processed. Deutsche Post is not obliged to handle claims until all transportation charges have been paid.

9 Warranties of sender and indemnification

The sender shall indemnify Deutsche Post from liability for loss or damage resulting from violations against applicable laws or regulations or resulting from infringement of the following assurances and guarantees:

- a. completeness and accuracy of all documents and information provided by the sender or its representative;

- b. preparation of the shipment in secure premises;
- c. appointment of reliable employees or vicarious agents by the sender for the purpose of preparing the shipment;
- d. protection of the shipment by the sender against unauthorized access during its preparation, storage and transportation to Deutsche Post;
- e. correct labeling, addressing and packaging of the shipment, so that its secure transport is guaranteed if handled with the usual care;
- f. compliance with all applicable customs, import and export laws and regulations and other laws and regulations.

10 Final provisions

- (1) Deutsche Post has the right to collect, store and process data provided by the sender or recipient and/or required in the context of its services. Deutsche Post also has the right to notify courts and public authorities of data within the legally defined scope.
- (2) Unless any mandatory provisions of the UPU Acts, the international agreements apply supplemented by the provisions of German Transportation Law.
- (3) The sole place of jurisdiction for legal disputes resulting from contracts subject to these GT&Cs shall be Bonn, Germany, unless this is contrary to applicable mandatory law in the individual case.
- (4) The invalidity or unenforceability of a provision shall not affect the effectiveness of other parts of these GT&Cs.

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