

General Terms and Conditions of Deutsche Post AG

MAIL INTERNATIONAL (GT&Cs MAIL INTERNATIONAL)

1. Area 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, hereinafter referred to as 'shipments'. The area of application shall include any specially agreed additional and supplementary services. These GT&Cs comprise in particular the following products and services:

1. Letter mail, postcards, Infopost International, Infobrief International, Press and Book International, mail for the blind and mail at kilo-rates; (mail items),
2. Päckchen International, Economy Päckchen, Premium Päckchen; (parcels),
3. Registered mail, Wertbrief International (international insured items), Delivery to addressee only, Advice of delivery, Cash on delivery (COD), International express, International business reply, International reply coupon, Address verification/message; (special services),
4. Forwarding of letter mail items and parcels.

(2) In addition to these GT&Cs, the list of 'Services and Charges' and the brochure 'International Mail Delivery: important information for design and posting' shall apply in its current edition, which is available for inspection at all branches of Deutsche Post and on the internet. In addition to this, special service specifications and transport conditions to which general reference is made in the 'Service and Charges' brochure, in framework agreements or in transport documents (posting receipts, etc) shall apply. Deutsche Post provides further up-to-date information on the internet at www.deutschepost.de/globalmail/land-fuer-land ('country lists').

(3) Where not otherwise set forth, in the following order, by binding statutory provisions, individual agreements, the special terms mentioned Section 2 above and these GT&Cs, the provisions of the Universal Postal Convention and its ancillary agreements (in particular, letter mail regulations), hereinafter referred to as 'UPU Acts', in their latest versions shall apply.

2. Contractual relationship - establishment and exclusions of prohibited goods

(1) Conveyance agreements for proper shipments are constituted by their handover by or on behalf of the sender and their assumption into the care of Deutsche Post or a company commissioned by Deutsche Post ('posting' or 'pick-up') in accordance with the provisions of the present terms. **Any contrary general terms and conditions of the sender are hereby expressly objected to.**

(2) The following goods are excluded from transport:

1. Shipments whose content, exterior design, transport or storage violate a statutory or authorities' prohibition, in particular any export, import or customs law provisions of the countries of origin, destination or transit, or which require special facilities (e.g., for temperature-controlled goods), safety precautions or permits; these include shipments or goods whose transport is prohibited according to the UPU Acts; this shall also include shipments whose contents violate the protection of intellectual property, including counterfeit or unlicensed copies of products (brand piracy).
2. Shipments whose content or exterior make-up could injure or infect persons or cause damage to property;
3. Shipments which contain live animals or human remains; excepted are urns and invertebrates such as queen bees and feed insects, as 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. Shipments containing narcotics or intoxicants;
5. Shipments whose transport and/or storage is subject to dangerous goods regulations; also excluded are all those goods which are not completely unrestricted according to the latest IATA and ICAO dangerous goods regulations;
6. Shipments with an actual value of over €25,000; the limitations on liability according to paragraph 6 shall remain unaffected by this limit;
7. Shipments containing cash or other means of payment, precious metals, jewellery, 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.

in particular especially valuable goods are excepted from this rule, but only in shipments using the special service Wertbrief International; these comprise the goods mentioned in the brochure "International Mail Delivery: important information for design and posting":

- a) Class II valuables (apart from money or other means of payment), up to a total actual value of €500.
- b) Class I valuables up to a total actual value of €5,000.

Also permitted are shipments using the Registered Mail special service, which contain stamps, vouchers and low-value goods in these classes (e.g., fashion jewellery and promotional articles), up to an actual value of thirty special drawing rights (SDRs) of the International Monetary Fund per shipment, and individual tickets and entrance tickets.

8. Shipments for which no or insufficient postage has been paid and which are posted with the intention of surreptitiously obtaining the transport service without payment of the remuneration payable for it.
9. Shipments destined for natural or legal persons subject to sanctions; or that are to be transported to countries subject to external trade restrictions (embargo measures).
10. Shipments that contain weapons, especially firearms, or parts thereof, imitation weapons or ammunition.

(3) Should a shipment 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) of these GT&Cs, Deutsche Post shall be entitled

1. to refuse to accept the item or
2. to return or hold for collection an item which has already been handed over and accepted or
3. to transport the item without notifying the sender, using a different route from the one agreed (e.g., overland and by sea rather than by air freight as planned) - should this be necessary and/or statutorily prescribed, and to subsequently request an appropriate additional charge as per Section 5 (3).

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

(4) Deutsche Post shall not be obliged to check for exclusions of transport pursuant to Section 2. However, upon suspicion of such exclusions Deutsche Post shall be entitled to open and check the shipments. Furthermore, it shall also undertake regular checks as required by European Union air security regulations. If these checks discover goods, or if there is a well-founded suspicion of such goods, which may not be transported as air freight - as originally agreed or planned - then Deutsche Post, notwithstanding its other rights under Section 3, shall be entitled to transport the goods overland or by sea.

3. Rights, duties and obligations of the sender

(1) The sender's instructions pertaining to special treatment of the shipment shall be binding only if they are provided in the form specified in the 'Services and Charges' brochure or in a framework agreement (customer contract) (sender's instructions). The sender shall have no claim to compliance with their instructions if they were issued to Deutsche Post after the handover/acceptance of the shipments.

(2) The sender shall be obliged to select a product of Deutsche Post or of its affiliated companies that provides the best possible insurance cover for damage incurred in cases of loss, damage or other improper performance.

(3) The sender shall be required to label shipments adequately, and the outer packaging must not give any indication of the value of the goods. The sender shall be required to provide - where possible and necessary - complete and true details on their shipment which allow for unique identification even in the case of loss or damage. The sender shall, in particular, mark the shipment with a complete domestic address (in Germany) for themselves, to also ensure that the shipment can be returned if undeliverable. Shipments 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) The sender shall be obliged to comply with the export and import regulations as well as with the customs regulations of the origin, destination and transit countries. The sender shall truthfully and completely fill in the necessary accompanying documents (customs declaration, export permits etc.) and enclose them with the shipment.

(5) The sender shall bear the sole responsibility and the risk for all consequences resulting from the dispatch of goods, as prohibited by both these terms and other provisions, to foreign countries and from violations of such regulations. The sender shall exempt Deutsche Post from all third party claims solely resulting from or in connection with violations, by the sender, of the dispatch of goods as prohibited by these terms or other provisions. This shall not affect a fault liability of Deutsche Post.

4. Services provided by Deutsche Post

(1) Deutsche Post shall transport the shipment and hand it over to the participating foreign companies for further transportation and delivery to their recipients. 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). 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.

(2) Deutsche Post shall acknowledge to the sender the receipt of the shipments if the special services Registered Mail, Wertbrief International, COD, Advice of delivery or Delivery to addressee only were selected.

(3) Deutsche Post shall transport within Germany the (e.g., undeliverable) shipments returned to it by the foreign companies back to the sender and shall deliver them to the indicated (German) address, if the sender has issued instructions in advance accordingly. The sender shall not be entitled to shipments being transported (returned) to an address abroad. The delivery of these shipments (return to sender) shall be subject to Section 4 of the 'Allgemeine Geschäftsbedingungen der Deutschen Post BRIEF NATIONAL' (general terms and conditions of Deutsche Post for domestic mail), if no other special provisions are set out in the present terms.

(4) If a shipment sent back under Section 3 cannot be returned to the sender, Deutsche Post shall be entitled to open it. If the sender or another authorised person can also not be determined by opening the shipment or if delivery or return of the item is not possible or reasonable for any other reason, Deutsche Post shall be entitled to exploit the shipment in accordance with the legal provisions after a reasonable period of time. Deutsche Post may exploit items immediately in accordance with the legal provisions if the sender refuses to accept the item. Goods that cannot be exploited or perishable goods or shipments as per Section 2 (2) items 2.3 and 5 may be immediately destroyed by Deutsche Post.

(5) Upon application by the sender or the addressee, Deutsche Post will carry out an inquiry as to the whereabouts of shipments. Applications for inquiries can only be made within a period of six months beginning with the day of posting the shipment.

5. Charges

(1) The sender shall be required to pay for each service the relevant charge listed in the 'Services and Charges' brochure or another price list. Unless expressly specified otherwise, the charges are net prices on which the sender shall additionally pay the statutory amount of value added tax required (if applicable).

(2) The sender must pay the charge in advance and no later than at the time a shipment is posted ('franking'), unless the terms specified in Section 1 (2) include special terms of payment. If payment after receipt of an invoice from Deutsche Post is agreed upon in Section 1 (2) or in framework agreements, such payment is due within two weeks of receipt of the invoice without any deductions. The sender must make any objections against invoice amounts within thirty days of receiving the invoice; later objections are excluded.

(3) In addition to the agreed charge, the sender must reimburse Deutsche Post for all expenses that, in special cases, it 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 shipment has to be returned pursuant to Section 4 (3) and (4) (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.

6. Liability

(1) Deutsche Post shall be liable for loss, theft and damage to compliant and non-excluded shipments and for the culpable and

improper fulfilment 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 Section 3 below. Compensation for indirect damage (such as lost profit or lost interest) shall be excluded. This applies regardless of whether Deutsche Post was notified of the risk of such damage before or after accepting the shipment. Payments for compensation of loss or damage are limited to one claim per shipment, 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 (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 apply to damage resulting from culpable or negligent behaviour by the sender, a breach of the obligations as per Section 3, the nature of the 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 shipments as per Section 2 (2).

(3) The liability of Deutsche Post pursuant to (1) shall be limited to the following maximum amounts:

- 1 For shipments under the 'Registered mail' additional service, as per the Universal Postal Convention and its supplementary letter mail regulations, to thirty special drawing rights (SDRs) of the International Monetary Fund per shipment.
- 2 For shipments under the Wertbrief International special service, to the amount of the agreed liability, but not exceeding €5,000. The value limits pursuant to Section 2 (2), nos. 6 and 7 shall remain unaffected.
- 3 For the COD special service, to the COD amount - admitted only for errors occurring during collection or transfer of the amount following delivery.

(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 for all extra-contractual claims.

(5) Claims as per (1) and (3) above shall be excluded if the sender has not made an application for inquiry within six months beginning from the day of posting the shipment.

(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 shipping excluded items pursuant to Section 2 (2) or as a result of a breach of the sender's obligations pursuant to Section 3. In this regard the sender shall indemnify Deutsche Post from all third party claims, unless this is in breach of statutory limitations of liability.

7. Statute of limitations

In further application of Section 439 of the *Handelsgesetzbuch* (German commercial code), all claims within the scope of these GT&Cs shall be subject to a limitation period of one year. The limitation period shall begin at the end of the day on which the shipment was or should have been delivered.

8. Other provisions

(1) The sender may neither assign nor pledge claims regarding Deutsche Post; excepted from this shall be monetary claims.

(2) The sender may offset their own claims against claims of Deutsche Post only if the former have become *res judicata* or are undisputed.

(3) 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.

(4) The sole place of jurisdiction for legal disputes with merchants, legal entities under public law, or special funds under public law resulting from contracts subject to these GT&Cs shall be Bonn, Germany.

(5) These GT&Cs including any issues and disputes out of it or in connection with the services there under are governed by German law. **If the English legal meaning differs from the German legal meaning of their German basic version, the German meaning shall prevail. English in these GT&Cs is used as a language of convenience only.**