

General Terms and Conditions of Deutsche Post AG for DOMESTIC MAIL services (AGB BRIEF NATIONAL)*

1 Area of application and legal basis

- (1) These General Terms and Conditions, hereinafter "GT&C", shall apply to agreements concluded with Deutsche Post AG and its affiliated companies, hereinafter "Deutsche Post", pertaining to the transport of letters and letter-like shipments (Section 449 of the German Commercial Code (HGB)), hereinafter "shipments", within Germany. The area of applicability shall include any specially agreed additional and supplementary services. These GT&C comprise in particular the following products and services:
 1. Letters, E-Postbrief items (if physically delivered), postcards, INFOPOST, Infobrief items, telegrams, literature for the blind and formal delivery orders; the latter only insofar as they are not already bindingly regulated by public law (Code of Civil Procedure (Zivilprozessordnung), Postal Act (Postgesetz)); (letter mail),
 2. Postwurfspezial (partially addressed advertising mail), Postwurf (unaddressed mail), merchandise, books, small packets, DHL Infopost and Blindensendungen Schwer (heavy shipments for the blind); (letter-like shipments),
 3. Registered items, registered mail delivered to the addressee's mailbox, delivery to addressee only, advice of delivery, cash on delivery, business reply and Premiumadress and address verification/message; (special services),
 4. Forwarding of letters and letter-like items.
- (2) In addition to these GT&C, the brochure "Leistungen und Preise" (services and prices), the "Regelungen für die Postbeförderung von gefährlichen Stoffen und Gegenständen – Teil I" (rules governing the postal transport of hazardous substances and objects – part I) and the "Versandbedingungen DHL PAKET NATIONAL und INTERNATIONAL" (DHL DOMESTIC AND INTERNATIONAL PARCEL dispatch conditions) shall apply in their latest versions; they are available for consultation at Deutsche Post's retail outlets. Furthermore, special service specifications and transportation conditions shall apply to which reference is made in the "services and prices" brochure, in the framework agreements or in transport documents (posting receipts, etc.).
- (3) Where not set forth – in the following order – by binding legal provisions, written individual agreements, the special conditions referred to in (2) and these General Terms and Conditions, the provisions of Sections 407ff. of the German Commercial Code (HGB) on freight agreements/contracts shall apply.

2 Contractual relationship – explanation and exclusions

- (1) Transport agreements are constituted by the handover of compliant shipments by and for the sender and their assumption into the care of Deutsche Post or a company commissioned by Deutsche Post (posting or pick-up) in keeping with the provisions of the present GT&C. Any conflicting General Terms and Conditions of the sender are hereby expressly objected to.
- (2) The following are excluded from being transported:
 1. Shipments whose contents, external make-up, transport or storage violates a legal or public authority prohibition or require special facilities (for example, for temperature-controlled goods), require special safety precautions or permits; these also include shipments whose contents violate legal provisions on the protection of intellectual property including forged or unlicensed copies of products (counterfeiting);
 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 whose transport and/or storage is subject to regulations on hazardous goods; in exceptional cases, the "rules governing the transport of hazardous substances and objects – part I" shall apply; Section 410 of the German Commercial Code (HGB) shall remain unaffected thereby;
 5. Shipments containing cash or other means of payment, precious metals, jewelry, watches, precious stones, objects of art, antiques, unique specimens 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); however, stamps and phone cards up to an actual value of EUR 25 are permitted as well as individual travel tickets and individual admission tickets.
 6. 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.
- (3) Should a shipment by its nature (size, format and weight, etc.), its content or in another way not comply with the terms set forth in Section 1 (2) or with these GT&C, Deutsche Post shall be entitled:
 1. To refuse to accept the item or
 2. To return or hold for collection a shipment which has already been handed over and accepted or

3. To transport it without notifying the sender and to levy an appropriate additional charge as per Section 5 (3).

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

- (4) Deutsche Post shall not be obliged to check for transport exclusions as per (2) above; however, it is entitled to open and inspect the shipments, upon suspicion that they may contain such excluded goods.

3 Rights and obligations of the sender

- (1) The sender's instructions pertaining to special treatment of his/her shipment shall be binding only if they are provided in the form specified in the "services and prices" brochure or in a framework contract (customer contract) ("sender's instructions"). The sender shall, however, have no claim to compliance with instructions he/she provides to Deutsche Post after the handover/acceptance of the shipment.
- (2) It shall be incumbent on the sender to select a product of Deutsche Post AG or of its affiliated companies that provides the best possible insurance cover for any 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 complete and true details on his/her shipment which allow for unique identification even in the case of loss or damage. The sender shall package them in such a way that they are protected from loss and damage, and so that no damage can be caused to Deutsche Post or third parties. For small packets, DHL Infopost and Blindensendungen Schwer (heavy shipments for the blind) the "Versandbedingungen DHL PAKET NATIONAL und INTERNATIONAL" (DHL Domestic and International Parcel dispatch conditions) shall apply. Sections 410 and 411 of the German Commercial Code (HGB) shall remain unaffected.
- (4) The sender shall bear sole responsibility and the risk pertaining to all consequences resulting from a dispatch of goods which is inadmissible, also in accordance with provisions other than these GT&C. The sender shall release Deutsche Post from all claims by third parties which arise from or in conjunction with violations by the sender of these GT&C or other provisions and the improper dispatch of goods. A fault-based liability of Deutsche Post shall hereby remain unaffected.
- (5) The sender must tolerate postal stamp impressions and notes as well as advertising stamp impressions on the shipment insofar as this is necessary for operational reasons or the rights of the sender are only insignificantly affected by this.

4 Services provided by Deutsche Post

- (1) Deutsche Post shall transport the shipments to their destination and deliver them to the addressee at the address specified by the sender. Deutsche Post shall make all reasonable efforts to deliver the shipment within the time window according to its own quality targets (normal transit times). However, the internal time specifications are neither guaranteed nor do they in any way constitute part of the contract, that is, Deutsche Post shall not be required to meet a specific delivery time unless a different arrangement has been made for individual products under the special conditions listed in Section 1 (2). It will be at the discretion of Deutsche Post to select the type, route and means of transport or to provide all services by subcontractors (subcontracted carriers) taking into consideration the sender's interests.
- (2) Delivery of the shipment by Deutsche Post to the address imprinted on the shipment shall take place by inserting the shipment in a house mailbox or a similar facility (for example P.O. box) intended for the addressee which is large enough to accept the shipment. Delivery of the shipment may also take place by handing it to the addressee or to a person authorized by the addressee in writing to receive it ("postal proxy"); shipments to addressees in communal facilities (such as prisons, communal residences or hospitals) may also be delivered to a person appointed by the management of the facility to receive mail items ("postal proxy"). Clauses 1 and 2 shall only apply if Deutsche Post has not made other arrangements, such as storage, redirection or delivery by deposit in an agreed location with the recipient or the person authorized to receive mail items, and the sender has not issued any divergent instructions in advance. Shipments which include the special services "Registered mail", "Advice of delivery" and "Delivery to addressee only" shall only be delivered against written confirmation of receipt and proof of authorization to receive the item. Shipments which include the special service "Delivery to addressee only" shall only be handed over either to the addressee himself/herself or to a person authorized specifically to receive the item. Deutsche Post reserves the right to request proof of authorization to receive the shipment also for other shipments. Proof shall not be requested if the postal proxy is personally known.

- (3) Deutsche Post is entitled to hand over shipments which cannot be delivered in the manner described in (2) to a substitute recipient. This shall not apply in the case of shipments with the special service "Delivery to addressee only". Substitute recipients shall be:

1. Members of the recipient's family;
2. Other persons also on the recipient's premises, or
3. Residents in the same house or neighbors, who, based on the circumstances, can be assumed to be authorized to receive the shipments, and if the deliverer immediately notifies the recipient of the shipments and of the substitute recipient (name and address of the resident or neighbor) by filling in a notification card and placing it in the recipient's mail receptacle (letter box, etc.);

providing the shipments are not sent with the special service "Registered mail" or "Advice of delivery".

Delivery shall not be made to residents and neighbors if the sender has issued instructions to the contrary in advance or the recipient has forbidden Deutsche Post from effecting such delivery in writing.

- (4) Deutsche Post shall keep shipments which were not delivered according to (2) and (3) for pick-up by the recipient or a postal proxy within a period of seven working days (including Saturdays) from the day on which delivery was attempted, at a retail outlet/agency or another suitable facility. This shall also apply if it cannot be reasonably expected of Deutsche Post to deliver the shipment due to the fact that no house mailbox exists or that the house mailbox is unsuitable or inaccessible or due to other disproportionate difficulties.
- (5) Deutsche Post may use electronic devices to issue a confirmation of receipt. These devices may be used to document either the printed name in combination with the digitalized or electronic signature or another form of identification of the recipient or postal proxy (for example PIN). This form of authorization to receive the shipment shall be sufficient for the sender as proof of delivery.
- (6) Deutsche Post shall transport undeliverable shipments back to the sender within Germany, except where this is prohibited under the conditions in Section 1 (2) for that particular product; the sender shall have no claim to have the shipment returned abroad. Shipments are undeliverable if no postal proxy is present at the time of delivery and if the period for pick-up of the item has expired without effect or if acceptance is refused by the addressee or the postal proxy or if the addressee cannot be determined. Refusal to take delivery of a shipment shall also be considered to include hindrance of delivery through actions applied to an existing mail receptacle (e.g. sealing it shut/prohibiting insertion to mailboxes), the refusal to pay the surcharges applied, the cash-on-delivery amount or the refusal to issue a confirmation of receipt.
- (7) If an undeliverable shipment cannot be returned to the sender in the manner set forth in (2) to (5), Deutsche Post shall be entitled to open the shipment. If the sender or another authorized person cannot be determined or if delivery or return of the shipment 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 recipient and the sender refuse to accept or take back the shipment. Goods that cannot be exploited or perishable goods or shipments as per Section 2, (2) items 2 and 4 may be immediately destroyed by Deutsche Post.

5 Charges

- (1) The sender shall be required to pay for each service the relevant charge listed in the "services and prices" brochure or another price list. Unless otherwise stipulated the charges are net, in addition to which the sender also has to pay the legally applicable VAT. In the case of business replies, the charges must be paid by the addressee of the business reply.
- (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.
- (3) The sender shall reimburse Deutsche Post for all costs exceeding the agreed charges which Deutsche Post has had to advance in the interest of the sender for transporting the shipment (duties, storage charges, etc.). In this regard, the sender shall indemnify Deutsche Post from any third-party claims. All these charges shall be payable immediately upon request.
- (4) In cases involving non-prepaid shipments the recipient may pay the transport charges plus a collection fee as well as any other charges due with regard to the shipment on behalf of the sender, thereby releasing the sender of his/her payment responsibilities (charge on unpaid or underpaid items). If the recipient refuses to pay the outstanding costs in full, this shall be deemed a refusal to accept delivery. Irrespective of the aforementioned right of the recipient to pay the charge on unpaid or underpaid items, the sender shall remain obligated to pay the costs. The sender must pay a higher collection charge if he/she surreptitiously obtains the services of Deutsche Post with the intention of not paying the charges or not paying the full amount.
- (5) Senders who reside in Germany whose shipments addressed to destinations in Germany were posted abroad must in line with the Universal Postal Convention pay the full charge for the corresponding domestic shipment.
If the shipments concerned are shipments posted in another EU member state, Deutsche Post shall take into account the terminal dues received from the foreign postal company.

6 Liability

- (1) Deutsche Post shall be liable for damage which can be traced back to an action or omission performed by Deutsche Post, one of its employees or another vicarious agent (under Section 428 of the German Commercial Code, HGB) either deliberately or negligently and in full awareness that this would probably cause damage, irrespective of the following limitations of liability. This shall apply to damage resulting from the behavior of its employees or vicarious agents only insofar as such persons have acted within the performance of their duties. Deutsche Post shall also bear unlimited liability for damage resulting from an injury to life, limb or health, which is caused by a deliberate or grossly negligent breach of duty by one of its representatives or vicarious agents.
- (2) Deutsche Post shall also be liable for loss, damage or the inappropriate fulfillment of other obligations only if special services in accordance with Section 1 (1), sentence 2 (2) for shipments have been agreed which are **compliant with the terms and conditions and not excluded**. The scope of liability shall be restricted to the direct damage typical for the agreement up to the maximum amounts specified in (3). Compensation for indirect damage (including lost profit or loss of interest payments) shall be excluded. This shall apply irrespective of whether the risk of such damage was pointed out to Deutsche Post before or after acceptance of the shipment.
Compensation payments shall be limited to one claim per shipment, the settlement of which shall constitute the complete and final discharge of all damage in this case, unless this involves damage in the meaning of Section 1 above. Deutsche Post shall also be released from this liability in cases in which the damage is due to circumstances it was unable to avoid even with the utmost care and the consequences of which it was unable to prevent (for example strike and force majeure). The cases of division of damage and reasons for excluding liability listed under Sections 425 (2) and 427 of the German Commercial Code (HGB) shall remain unaffected thereby, as is the case with other legal limitations of or exclusions from liability.
- (3) The liability of Deutsche Post as per (2) above shall be limited to the following maximum amounts: For letter and letter-like shipments by:
- | | |
|---|-------------------------|
| 1. Registered mail | 25 EUR |
| 2. Registered mail delivered to the addressee's mailbox | 20 EUR |
| 3. COD – only for errors in the collection or transmission of the amount after delivery of the shipment | Cash-on-delivery amount |
| 4. Advice of delivery, delivery to addressee only and address verification/message/Premiumadress | Additional charge |

Liability of Deutsche Post for noncompliance with the delivery period or in the event of any other deviation from an agreed delivery date for shipments for which compliance with a particular delivery period or delivery date is due shall not exceed the actual value of the freight (repayment of the charge).

- (4) A shipment shall be considered lost if it has not been delivered to the addressee within 20 days after posting and its whereabouts cannot be determined. By way of derogation from Section 424 (3) of the German Commercial Code (HGB), Deutsche Post may also demand reimbursement of compensation for damage paid by it pursuant to (1) and (2).
- (5) The sender's liability, especially his/her liability pursuant to Section 414 HGB, shall remain unaffected. The sender shall be liable above all for damage 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.

7 Other provisions

- (1) The sender may neither assign nor pledge claims vis-à-vis Deutsche Post; except for monetary claims.
- (2) The sender shall only be entitled to set off claims of Deutsche Post with a claim which is undisputed or has become res judicata.
- (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 exclusive jurisdiction for legal actions involving merchants, legal persons under public law or special funds under public law arising from agreements based on these GT&C shall be Bonn.

Last revised: January 1, 2012

* These General Terms and Conditions replace the former "allgemeine Geschäftsbedingungen der Deutschen Post AG für den Briefdienst Inland". Translations into English and other languages are for information purposes only; the German original text is the only binding version of these General Terms and Conditions.