

# GENERAL TERMS & CONDITIONS

## DEUTSCHE POST AG

### INTERNATIONAL PARCELS

(INTERNATIONAL GT&C)

#### 1 SCOPE OF APPLICATION AND LEGAL BASIS

(1) These General Terms and Conditions (hereafter referred to as terms) shall apply to agreements with Deutsche Post AG and its affiliated companies, hereafter referred to as "Deutsche Post", for the cross-border conveyance of WELTPAKET (international parcels) and DHL PAKET International items, hereafter referred to as parcels. They comprise specially agreed additional and special services, hereafter referred to as services, and the forwarding of parcels to foreign countries.

(2) In addition to these terms, the following shall apply: "Versandbedingungen DHL PAKET NATIONAL und INTERNATIONAL" (DHL National and International Parcel conditions of dispatch), the brochure "Leistungen und Preise" (Services and prices) and the brochures "Transportversicherung" (Transport insurance) and "Handbuch – Informationen zu Annahme und Ausgabe von Briefen, Päckchen, Paketen, Express-Sendungen national und international, Finanzdienstleistungen (Manual – Information on the acceptance and delivery of letters, small packets, parcels, national and international express shipments, financial services) in their latest versions; they are available for consultation at Deutsche Post's retail outlets. In addition the special service specifications/handling brochures/conditions of dispatch shall apply; their applicability is generally referred to in the brochure "Leistungen und Preise" (Services and prices) or, in individual cases, is called to the attention of the sender.

(3) Where not otherwise set forth, in the following order, by binding statutory provisions, individual agreements, the special terms mentioned in (2) above and these terms, the provisions of the Universal Postal Convention and its ancillary agreements (Parcel Post Regulations etc.) hereafter referred to as "UPU Acts" in their latest versions shall apply.

#### 2 CONTRACTUAL RELATIONSHIP – ESTABLISHMENT AND EXCLUSIONS

(1) Subject to the provision in (2) below, conveyance agreements are constituted by the handover of parcels 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 keeping with the provisions of the present terms. Conflicting terms and conditions are hereby explicitly contradicted.

(2) Deutsche Post shall not conclude any agreement on the conveyance of the following parcels (excluded goods); Deutsche Post employees are not entitled to conclude conveyance agreements concerning such parcels:

1. Parcels 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 parcels or goods whose transport is prohibited according to the UPU Acts;
2. Parcels whose contents or exterior consistency could injure or infect persons or cause material damage;
3. Parcels containing live animals, animal cadavers, human body parts or remains;
4. Parcels containing narcotics or intoxicants;
5. Parcels 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. Parcels with a de facto value of over 25.000 EUR; the limitations on liability as per Section 7 shall remain unaffected by this limit;
7. Parcels containing money, precious metals, check or credit cards, valid telephone cards or other payment instruments or securities for which no stoppage or public notice and replacement procedure can be carried out in case of damage (class II valuables) with a total value of over 500 EUR per parcel, provided that no lower maximum values for these goods are indicated in the country information;
8. Parcels destined for natural or legal persons subject to sanctions, or that are to be transported to countries subject to external trade restrictions (embargo measures);
9. Parcels, whose content violates legal provisions on the protection of intellectual property including forged or unlicensed copies of products (counterfeiting).

(3) Should a parcel by its nature (size, format, weight, contents, etc.) or in another way not comply with the terms set forth in Section 1 (2) of these GT&C, Deutsche Post shall be entitled

1. to refuse to accept the parcel or
2. return a parcel already handed over/accepted, or to keep it until it is collected, or
3. to transport the parcel without notifying the sender, also by a means other than the agreed channel (e.g. by land or sea instead of by air transport as agreed) if necessary and/or prescribed by law, and to levy an appropriate additional charge as per Section 5 (3). The same shall apply in cases where the parcel is suspected of containing excluded goods or if there is suspicion of other contractual violations and the sender refuses to comply with Deutsche Post's request for information.

(4) If Deutsche Post is informed only after the item has been handed over that it contains excluded goods, or if the sender refuses to provide information about the contents if Deutsche Post requests such information based on the suspicion that the goods are excluded, Deutsche Post hereby declares that it will dispute the conveyance agreement due to fraud. Deutsche Post is not obliged to inspect transport exclusions as per (2) above; however, it is entitled to open and inspect the parcels, upon suspicion that they may contain such goods. It furthermore performs regular mandatory checks on the basis of EU aviation security regulations. If these checks reveal goods or if there is reason to suspect such goods that may not be transported by aircraft – as agreed or planned – then Deutsche Post shall be entitled to transport the goods by land or by sea.

#### 3 RIGHTS AND OBLIGATIONS OF THE SENDER

(1) The sender's instructions to treat a parcel in a certain way shall be binding only if they are provided in the form specified in the "Services and Prices" brochure ("Voraussetzungen" - Sender's instructions). The sender shall have no claim to compliance with his instructions if they were issued to Deutsche Post after the handover/assumption of the parcels.

(2) Termination by the sender following the transfer of the parcels into the care of Deutsche Post shall be excluded.

(3) It is incumbent upon the sender to select a product of Deutsche Post AG or its affiliated companies with an appropriate liability covering to as far an extent as possible his damage in cases of loss or damage or other improper performance by Deutsche Post AG or its affiliated companies.

(4) The sender shall label parcels adequately, and the outer packaging must not give any indication of the value of the goods. The sender shall package them 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. Further details are contained in "Versandbedingungen DHL PAKET NATIONAL und INTERNATIONAL" (DHL National and International Parcel dispatch conditions).

(5) 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. He shall truthfully and completely fill in the necessary accompanying documents (customs declaration, export permits etc.) and enclose them with the parcel. Deutsche Post shall assume no responsibility for the contents of the items and these documents. Rather, 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.

#### 4 SERVICES PROVIDED BY DEUTSCHE POST

(1) Deutsche Post shall transport the parcels and hand them over to the participating foreign companies for further transportation and delivery to their recipients. There shall be no obligation to observe a certain delivery period.

(2) Deutsche Post shall confirm to the sender the acceptance (posting) of the parcels. This shall not apply when the sender wishes a simplified posting procedure according to the terms set forth in Section 1 (2).

(3) Deutsche Post shall transport within Germany the (e.g. undeliverable) parcels returned to it by the foreign companies back to the sender and shall deliver them to the indicated domestic (German) address, unless the sender has issued instructions to the contrary. The delivery of these parcels (return to sender) shall be subject to Section 4 of the "Allgemeine Geschäftsbedingungen der DHL PAKET/EXPRESS NATIONAL (AGB PAKET/EXPRESS NATIONAL)" (General Terms and Conditions of Deutsche Post for domestic parcels and the express service), if no other special provisions are set forth in the present terms.

(4) With regard to parcels containing perishables, Deutsche Post shall be entitled to open them without having informed the sender or addressee and to sell the goods to the advantage of the authorized party. Should a sale not be possible, the contents may be destroyed.

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

## 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. Except as otherwise stipulated the charges are net prices, in addition to which the sender also has to pay the legally applicable VAT.

(2) The sender must pay the charge in advance and no later than at the time a parcel is posted ("franking"), unless the terms specified in Section 1 (2) or framework agreements concluded with the sender do not foresee other terms of payment.

(3) In addition to the transport charge, the sender must reimburse Deutsche Post for all expenses that it has advanced in the interest of the sender for the transport (customs duties, export and import duties, fee for presentation to customs, etc.). In this regard the sender shall indemnify Deutsche Post from any third party claims. The sender shall reimburse Deutsche Post for the expenses it incurs while returning the parcels as per Section 4 (3) (return charges, fees for presentation to customs, packaging and storage charges, etc.).

## 6 LIABILITY

(1) Deutsche Post shall be liable for loss, rifling and damage to compliant parcels 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 (3) below.

(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. industrial action, force majeure, confiscation). The same shall apply to damage resulting from culpable or negligent behavior of the sender, a violation of the sender's obligations as per Section 3, the nature of the contents or another statutory exclusion of liability, in particular one named in the Universal Postal Convention. Deutsche Post assumes no liability for excluded parcels as per Section 2 (2).

(3) Subject to binding provisions of the law, the liability of Deutsche Post pursuant to (1) shall be limited to the following maximum amounts:

1. For ordinary parcels according to the specifications of the Universal Postal Convention (UPC), to 40 special drawing rights (SDR) of the International Monetary Fund (IMF) per parcel (package) plus 4.50 SDR per kg. Ordinary parcels are parcels without the service PREMIUM or the service "International Insured" (no insured parcels, as defined in the UPC).
2. For parcels with the service "Wertpaket International" (International Insured Parcel) to the value indicated; maximum liability is however limited to 5.000 EUR unless the brochures "Services and prices" or "Manual - Information on the acceptance and delivery of letters, small packets, parcels, national and international express shipments, financial services" only permit a lower maximum amount for the destination country in question.
3. For parcels with the PREMIUM service, to 500 EUR per parcel (package).
4. For the COD service, to the COD amount - admitted only for errors occurring during collection or transmittal of the amount following delivery of the parcels.

(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 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 parcel.

(6) The sender's liability, in particular as per the specifications of the Universal Postal Convention, 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, if there are no contradicting statutory limitations of liability.

## 7 TRANSPORT INSURANCE

(1) When arranging the "EUR 2,500 transport insurance" or the "25.000 EUR transport insurance" – only for commercial contract customers (companies) – and upon payment of the relevant additional charge, Deutsche Post shall take out a transport insurance policy to the benefit of and at the expense of the sender. This insurance safeguards the interests of the sender regarding every compliant parcel against the risks of loss and damage (only by means of compensation for value, i.e. direct loss to good itself). Such insurance policy shall, on a first risk basis, encompass sums insured of 2.500 EUR or 25.000 EUR per parcel.

(2) Insurance cover does not include:

1. Parcels excluded from transport as per Section 2 (2).
2. Parcels whose exterior design or packaging gives an indication of the value of the goods contained therein.
3. Damage caused by missing or faulty packaging, or deliberately caused by the sender.
- (3) The details of the transport insurance are covered in the "Transport insurance" brochure.

## 8 STATUTE OF LIMITATIONS

Under additional application of section 439 of the German Commercial Code (HGB), all claims within the area of application of these GT&C shall be limited to a period of one year. The statute of limitations shall commence at the end of the day on which the parcels were or should have been delivered.

## 9 OTHER PROVISIONS

(1) The sender may neither assign nor pledge claims vis-à-vis Deutsche Post; excepted from this shall be 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) Bonn shall be the exclusive place of jurisdiction for legal actions involving merchants, legal persons under public law, or special funds subject to public law resulting from agreements based on these GT&C.

As at 07/2010