

GENERAL TERMS AND CONDITIONS OF DHL EUROPAKET (GT&C DHL EUROPAKET)

1 SCOPE

(1.1) These General Terms & Conditions shall apply to all services relating to cross-border intra-European transport of the "DHL EUROPAKET" business-to-business products which are provided within the framework of agreements concluded between Deutsche Post AG or its affiliated companies under the name "DHL" (the "Contractor") on the one hand and the sender (the "Customer") on the other hand.

(1.2) In this context, activities shall refer to the handling and storage of the goods handed over by the Customer and transport to the relevant recipient and it shall be at the discretion of the Contractor to select the type, route and means of transport taking into consideration the Customer's interests. The Contractor shall be entitled to have the services provided by subcontractors.

(1.3) The Contract shall be concluded on the basis of the CMR additionally and solely under the Contractor's conditions outlined below; any General Terms & Conditions to the contrary shall be expressly overruled.

2 SERVICES OFFERED

The product brochures, which are a fixed part of these General Terms & Conditions, contain the definitions and descriptions of the products as well as the scope of service.

3 SERVICES EXCLUDED

(3.1) The Customer must declare, before the conveyance contract is concluded, whether the contents include the products specified in more detail in section 3.2 ("prohibited goods"). DHL shall declare at this point that it does not, in principle, conclude conveyance contracts for prohibited goods. Counter staff, deliverers, pick-up drivers and other non-managerial staff at DHL and its *Erfüllungsgehilfen*, i.e. the persons engaged by it to perform its contractual obligations and for whom it is vicariously liable, are not authorized to conclude conveyance contracts for shipments containing prohibited goods. DHL shall accept the handover of shipments by or on behalf of the Customer and their acceptance in the care of DHL or a company (posting or pick-up) commissioned by it as proof of a conveyance contract being concluded, only if the contents do not include prohibited goods. The Customer must not understand the acceptance of shipments containing prohibited goods to be acceptance of his/her offer on conclusion of a conveyance contract. Any provisions differing from these GT&C shall be agreed in writing by managerial staff only. Any General Terms & Conditions of the Customer that are to the contrary shall be expressly overruled.

(3.2) Conveyance shall not include products (prohibited goods)

- a) from private addresses and/or post-box addresses or with the supplement "poste restante",
- b) that do not correspond to the properties defined in the latest version of the product brochures,
- c) whose value exceeds 25.000 € for DHL EUROPAKET,
- d) that have been or are to be declared by the Customer in accordance with Article 24 and/or Article 26 CMR,
- e) which, although below the value limits of 3.2c), are of special value, such as precious metals, jewelry (except for low-value costume jewelry made from precious or non-precious metals, possibly with low-value stones, with a purchase price of up to 10 € per piece), watches (above the value of 500 €), gemstones, works of art, antiques, money, check or credit cards, phone cards, securities, shares, bills of exchange, savings books as well as other papers for which, in the event of damage, cannot be blocked, rendered worthless or replaced,
- f) the conveyance/storage of which violates a statutory or regulatory prohibition,
- g) the conveyance of which violates foreign trade restrictions (embargo measures) or which are addressed to natural or legal persons from sanctions lists,
- h) whose content violates legal provisions on the protection of intellectual property including forged or unlicensed copies of products (counterfeiting),
- i) that contain drugs,
- j) that contain easily perishable goods or other goods which are prone to damage requiring protection from the influence of heat or cold as well as temperature changes and humidity and therefore require special technical facilities,

- k) that contain the mortal remains of people or animals and/or living animals and plants,
- l) that contain weapons and military goods,
- m) whose contents may be regarded as offensive with regard to pornography, or as politically sensitive,
- n) that may cause injury to persons or damage to goods or facilities due to their properties,
- o) that are insufficiently wrapped according to their shape, contents and/or characteristics,
- p) whose transport is subject to the legal provisions concerning dangerous goods.

By way of exception, the conveyance of materials or items that are hazardous goods within the meaning of national/international hazardous goods regulations (e.g. German and European regulations on the transportation of dangerous materials on German and European roads, railways and inland waterways (GGVSEB/ADR), the German regulations on the transportation of dangerous materials by sea (GGVSee/IMDG Code)) is acceptable in accordance with section 3.4 of the ADR/IMDG Code and any other special provisions. Transportation of these goods can also be prohibited in certain countries or regions/areas. A special agreement in addition to the business customer contract must be concluded in all such events.

(3.3) Any damage occurring as a result of the handover by the Customer to the Contractor of goods that are excluded from transport shall be compensated by the Customer.

(3.4) There shall be no inspection obligation incumbent upon the Contractor with regard to an exclusion from conveyance, however, it shall reserve the right to open and examine any products handed over for transportation, unless this is prohibited by a local statute, regardless of whether the product is labeled in such a way as to indicate goods excluded from conveyance or is not labeled at all. Any examination by the Contractor shall not release the Customer from his/her contractual and statutory obligations. Furthermore, the Contractor shall be entitled to refuse to accept and convey products without stating any reasons.

(3.5) Regardless of whether the Contractor is aware of the contents of a parcel or not, a contract on the conveyance of excluded goods, or the provision of such conveyance, shall not come into being even if the parcel is collected, conveyed or stored. The Contractor's employees or its *Erfüllungsgehilfen*, i.e. the persons engaged by it to perform its contractual obligations and for whom it is vicariously liable, shall not be entitled to conclude agreements in derogation of this. If the Customer deceives the Contractor about the contents of the parcel, rescission of the contract shall already be declared herewith.

4 OBLIGATIONS OF THE CUSTOMER

(4.1) The Customer shall be obliged to prepare the product properly for transport and/or pack it so that the contents of the product are protected appropriately for the duration and nature of the transportation and such that damage is not incurred by the Contractor or third parties. The Customer shall be liable for all damage caused by virtue of incorrect preparation/packing of the goods to persons, the Contractor's company facilities or those of an enterprise employed by it to effect transportation or to third parties, and to other goods, as well as for all costs incurred by virtue of incorrect preparation/packing, unless the deficiency is obvious and the Contractor or its *Erfüllungsgehilfen*, i.e. the persons engaged by it to perform its contractual obligations and for whom it is vicariously liable, have not raised any pertinent objections. The reimbursement obligation shall also include possible legal defense costs and costs of bringing an action as well as any costs incurred for expert opinions.

(4.2) Furthermore, the Customer shall be obliged to attach to the product the accompanying documents required by law, by the authorities or under the terms of contract and to complete the documents as required, and to provide further information on request. In particular, with respect to section 3.2 the Customer shall provide a true statement of the value of the product, whereby this statement of value shall expressly not be understood as a declaration of interest or value within the meaning of Articles 24 and 26 of the CMR. The Contractor shall not be obliged to examine whether the documents accompanying the product and the information stated is sufficient and correct. If the documents required for further transport and/or further processing are missing, the Customer shall submit them within 7 working days. Otherwise, the product shall be returned to the Customer at his/her own expense. The Customer shall be liable to the Contractor for any damage resulting from the lack, incompleteness or incorrectness of the documents and information, unless the Contractor or its *Erfüllungsgehilfen*, i.e. the persons engaged by it to perform its contractual obligations and for whom it is vicariously liable, are at fault.

5 DELIVERY

(5.1) The product shall be delivered to the recipient in return for a written acknowledgement of receipt. If the recipient is not present at the time of delivery, the parcel shall be delivered to persons, who can be assumed from the circumstances to be entitled to accept the product - especially persons present on the premises of the recipient - in return for an acknowledgement of receipt. In this connection, electronic aids may be used to prove delivery, whereby the Customer shall accept the printed name of the recipient or of the person entitled to take receipt in accordance with the above, in connection with the digitized or electronic signature of the recipient, or of the person entitled to take receipt in accordance with the above, to be sufficient as proof of delivery, and the Customer expressly refrains from substantiating a shortcoming in delivery by referring to the use of electronic data to prove delivery.

(5.2) If a product cannot be delivered at first attempt, the recipient shall be informed in writing of this and of the time of a further attempt to deliver. A different delivery time may be arranged separately with the recipient.

(5.3) If the second attempt at delivery remains unsuccessful, the Customer shall give the Contractor immediate written instructions on the further handling of the product - unless he/she has already provided sender's instructions - to clarify whether

- a third attempt at delivery should be made,
- the product should be utilized or returned,
- the product should be redirected or sent to an alternative address.

All costs incurred in this way shall be borne by the Customer. If the Customer does not respond to the notification of non-delivery within 14 calendar days from the date of notification, the product shall be returned to the Customer at his/her own expense. The product shall be stored properly during the entire period.

6 TARIFFS; CONDITIONS OF PAYMENT

(6.1) Unless agreed otherwise, the tariffs stated in the Customer's most recent price list shall apply to the conveyance of products, whereby the charges shall be understood to be exclusive of VAT. The tariffs effective on the day on which the order is issued shall apply.

(6.2) All payments effected by the Contractor on behalf of the Customer or the recipient in relation to any duties, turnover tax or other taxes or levies or handling fees shall be due for payment immediately at the request of the Contractor, whereby the Contractor shall be free to select to whom this request shall be addressed. Neither shall the Contractor be subject to instructions from the Customer in this respect. A divergent mode of payment may be agreed in writing.

(6.3) In the event that payment by invoice or transfer has been agreed, payment of the sum in question shall be due within 14 days of the invoice date without any deductions. Any other methods of payment shall be agreed between the Contractor and the Customer in writing.

(6.4) The Contractor shall be entitled to request payment in euros at any time.

7 LIABILITY

(7.1) The Contractor shall be liable under the provisions of the CMR, which provides for a liability limit of up to 8.33 SDR per missing kilogram of gross weight of the goods in the event of loss or damage to the goods.

(7.2) Supplementary to the provisions of the CMR, the Contractor shall be liable in the case of delayed performance (which does not constitute a failure to keep the delivery date), infringement of other contractual obligations, in the case of liability based on fault upon contract conclusion or liability arising from a wrongful act up to an amount of 500 €, unless the damage was caused deliberately by the Contractor or one of its *Erfüllungsgehilfen*, i.e. the persons engaged by it to perform its contractual obligations and for whom it is vicariously liable, or by a fault on its part that is equivalent to deliberate action under the law of the court consulted.

(7.3) Due to the lack of a conveyance contract, liability according to sections 7.1 and 7.2 is excluded for losses or damage in connection with the conveyance of items that fail to comply with the terms and conditions, in particular of shipments containing prohibited goods.

(7.4) A product may be considered to have been lost if it has not been delivered within thirty working days of expiry of the expected time of delivery and its whereabouts are not known.

(7.5) The Contractor shall take all reasonable efforts to deliver the item within the time window according to its own quality targets (regular transit times). These internal time specifications are not, however, guaranteed nor do they in any way constitute part of the contract, i.e. DHL shall not be required to meet a specific delivery time. Where transit times are specified in brochures, service descriptions, etc., these shall constitute non-binding regular transit times.

8 INSURANCE

(8.1) Every DHL EUROPAKET is insured against damage to goods or loss of goods, at no additional charge and independently of the liability, up to the full value of the goods sent, but no more than a maximum of 500 € ("standard insurance").

(8.2) Where the "Transport insurance 2.500 €" or "Transport insurance 25.000 €" service has been agreed and the applicable surcharge is paid, DHL shall take out a transport insurance policy which covers the sender's interests for each compliant parcel, protecting against loss and damage on a first risk basis up to 2.500 € or 25.000 € per parcel.

(8.3) The following in particular shall be excluded from the scope of such insurance cover:

1. Damage to shipments which, pursuant to Section 3, paragraph 2, contain prohibited goods.
2. Damage to shipments whose exterior make-up or packaging gives an indication of the value of the shipment.
3. Damage which was caused by missing or defective packaging or by intentional bringing-about of the damage by the sender.
- (8.4) The details of the transport insurance are covered in the "Transport insurance" brochure.

9 NOTICE OF LOSS, DEADLINE

(9.1) The recipient shall be obliged to examine the product immediately upon receipt with regard to damage and completeness.

(9.2) Damage to the product that cannot be seen externally or partial loss of the product that cannot be seen at the time of delivery should be reported orally to the Contractor within 48 hours of delivery. In all cases damage to the product that cannot be seen externally or partial loss of the product that cannot be seen at the time of delivery must be reported to the Contractor in writing within 7 working days.

10 SETTING-OFF, ASSIGNMENT

(10.1) Setting-off against the Contractor or exercising a right of retention shall be possible only if a claim has been established which has become *res judicata* or has been acknowledged in writing by the Contractor.

(10.2) The holder of the claim shall not be permitted to assign claims which he/she may have against the Contractor without the prior written consent of the Contractor.

11 CUSTOMS CLEARANCE

(11.1) As a result of the surrender of a product for transport, the Contractor is identified in the legally permissible framework as the representative for any necessary customs formalities. The Contractor shall be entitled to perform customs formalities also by using the services of a customs agent.

(11.2) The Customer shall submit all necessary customs forms for import and export completed in full and truthfully. The Customer may use a *Erfüllungsgehilfe*, i.e. the person engaged by him/her to perform his/her contractual obligations and for whom he/she is vicariously liable, to do this. The Customer shall be liable for all damage that the Contractor incurs as a result of the Customer or his/her *Erfüllungsgehilfe* not submitting the required customs forms or filling them in incompletely and/or incorrectly.

(11.3) Any costs incurred in respect of customs formalities and import duties of a fiscal nature, such as customs duties, taxes, customs penalties and storage costs or other outlays incurred by virtue of activities carried out by customs authorities, errors on the part of the Customer or recipient in preparing the necessary documents or in acquiring a necessary approval or license, shall be invoiced to the recipient, unless the Customer has documented his/her willingness to pay the costs or part of the costs.

(11.4) In the event of the recipient not fulfilling his/her obligations to effect payment in this respect, the Customer shall release the Contractor from all costs and claims in connection with carrying out the transport order.

(11.4) The Customer shall undertake to respect the import regulations of the recipient country in question and shall exempt the Contractor from all resultant claims if goods not authorized for import are sent.

12 DATA PROTECTION

The Contractor shall be entitled to collect, store and process data that has been created by the Customer or recipient in connection with the services performed by the Contractor and/or is needed by the Contractor for the services to be performed. Furthermore, the Contractor shall be authorized, upon the request of authorities (in particular customs authorities) and state institutions, to notify them of data within the legally defined scope.

13 WRITTEN FORM

Amendments and supplements to the General Terms & Conditions shall only take effect if they have been agreed in writing. Verbal collateral agreements shall not apply.

14 APPLICABLE LAW /PLACE OF JURISDICTION

The provisions of the CMR, internationally or nationally binding law and these General Terms & Conditions shall apply in this order of priority. The place of jurisdiction shall be Bonn.

Last revised: 07/2010

* These General Terms & Conditions shall replace for the "DHL EUROPAKET" product the earlier General Terms & Conditions for DHL EUROPACK/DHL EUROPLUS (GT&C DHL EUROPACK/DHL EUROPLUS).

For the "DHL EUROPLUS" product, the current General Terms & Conditions DHL EUROPACK/DHL EUROPLUS shall continue to apply.