

GENERAL TERMS & CONDITIONS OF DHL FOR THE EUROPAKET SERVICE

(GT&CS EUROPAKET)*

1 Scope of Application and Contractual Basis

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

(1.2) Services in the context of paragraph 1.1 shall refer to the transport of the goods handed over by the Sender to the relevant recipient including any ancillary activities, and it shall be at the discretion of DHL to select the type, route and means of transport taking into consideration the Sender's interests. DHL shall be entitled to have the services provided by subcontractors. The „DHL EUROPAKET info sheet“ product brochure, which is a fixed part of these GT&C, contains a detailed description of the services. The “Transport insurance“ brochure also applies.

(1.3) The contract shall be concluded on the basis of the CMR (Convention on the Contract for the International Carriage of Goods by Road) and subject to individual agreements („Customer Contracts“) additionally and solely under the conditions outlined below.

2 Conclusion of Contracts; Exclusion of Services (Prohibited Goods)

(2.1) Transport agreements are constituted for compliant consignments with handover by or on behalf of the Sender and their transfer into the care of DHL or a company commissioned by DHL and are subject to the provisions of these GT&C. The Sender must declare, before the transport agreement is concluded, whether the contents include excluded shipments specified in more detail in Section 2.2 („prohibited goods“). Any contrary General Terms and Conditions of the Sender are hereby expressly objected to.

(2.2) The following shipments are excluded from transport (prohibited goods):

- a) Shipments from private addresses (consumers) and/or P.O. box addresses or with the supplement „poste restante“.
- b) Shipments that do not correspond to the properties defined in the latest version of the product brochures pursuant to section 1.2.
- c) Shipments whose gross value exceeds EUR 25,000 for one DHL EUROPAKET.
- d) Shipments that have been or are to be declared by the Sender in accordance with article 24 and/or article 26 CMR.
- e) Shipments which, although below the value limits of 2.2c), are of special value and are classified „high risk“, 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 EUR 10 per piece), watches (above the value of EUR 500), gemstones, objects of art, antiques, cash, check or credit cards, securities, shares, bills of exchange, savings books as well as other papers which, in cases of damage or loss, cannot be blocked, rendered worthless or replaced.
- f) Shipments whose transport/storage violates a legal or public authority prohibition.
- g) Shipments whose transport violates external trade restrictions (embargo measures) or which are destined for natural or legal persons subject to sanctions.
- h) Shipments whose contents violate legal provisions regarding the protection of intellectual property including forged or unlicensed copies of products (counterfeiting).
- i) Shipments that contain drugs.
- j) Shipments 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) Shipments that contain human or animal remains and/or live animals and plants.
- l) Shipments that contain weapons and military goods.
- m) Shipments whose contents may be regarded as offensive with regard to pornography, or as politically sensitive.
- n) Shipments that may cause injury to persons or damage to goods or facilities due to their properties.
- o) Shipments that are insufficiently wrapped according to their shape, contents and/or characteristics.
- p) Shipments whose transport is subject to legal provisions concerning dangerous goods.

By way of exception, the transport of materials or items that are dangerous goods within the scope of national/international dangerous 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 to certain countries or regions/areas can also be prohibited. In any event, a special agreement in addition to the business Sender contract must be concluded for transport of dangerous goods.

(2.3) Any damage occurring as a result of the handover of goods that are excluded from transport to DHL by the Sender shall be compensated by the Sender.

(2.4) DHL has no obligation to examine the goods for an exclusion from transport, however, it shall reserve the right to open and examine any shipments handed over for transport, unless this is prohibited by a local statute, regardless of whether the shipment is labelled in such a way as to indicate goods excluded from conveyance or is not labelled at all. Any examination by DHL shall not release the Sender from his/her contractual and statutory obligations. Furthermore, DHL shall be entitled to refuse to accept and convey shipments without stating any reasons.

3 Sender's Rights and Duties to Cooperate (Obligations)

(3.1) The Sender shall be obliged to prepare his/her shipments properly for transport and pack them in such a way that the contents are protected against damage for the duration and nature of the transportation and in such a way that DHL or third parties do not incur damage. The Sender shall be liable for all damage caused by virtue of incorrect preparation and/or packing to persons, DHL's company facilities or those of an enterprise employed by DHL to effect transportation or to third parties, and to other shipments. The Sender shall also be liable for all costs incurred by virtue of incorrect preparation/packing, unless the deficiency is obvious and DHL 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.

(3.2) Furthermore, the Sender shall be obliged to attach to the shipments 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 2.2 the Sender shall provide a true statement of the value of his/her shipments, 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. DHL shall not be obliged to examine whether the documents accompanying the shipments and the information stated is sufficient and correct. If the documents required for further transport and/or further processing are missing, the Sender shall submit them within 7 (seven) working days. Otherwise, the shipments in question shall be returned to the Sender at his/her own expense. The Sender shall be liable to DHL for any damage resulting from the lack, incompleteness or incorrectness of the documents and information, as far as DHL or its Erfüllungsgehilfen, i.e. the persons engaged by it to perform its contractual obligations and for whom it is vicariously liable, are not at fault.

4 Services Provided by DHL

(4.1) DHL shall transport the shipments to their destination and shall deliver them to the recipient at the address specified by the Sender. DHL shall make all reasonable efforts to deliver the shipment within the time window according to its own quality targets (normal 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 normal transit times.

(4.2) The shipments 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 shipments shall be delivered to persons who have been authorised to accept them by the recipient or who can at least be assumed from the circumstances to be entitled to accept the shipments – 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 Sender shall accept the printed name of the recipient or of the person entitled to take receipt, in connection with the digitized or electronic signature, to be sufficient as proof of delivery, and the Sender expressly refrains from substantiating a shortcoming in delivery by referring to the use of electronic data to prove delivery. Clauses 1 and 2 of this par. 2 shall only apply if and to the extent no other arrangements have been made for DHL Europaket, such as but not limited to storage at a parcel shop or service point, delivery by deposit in an agreed location without proof of delivery by signature, with the recipient, provided the Sender has not issued any divergent instructions in advance.

(4.3) If a shipment cannot be delivered at first attempt, the recipient shall be informed thereof in writing and of the time of a further attempt to deliver. A different delivery time may be arranged separately with the recipient by DHL.

(4.4) If the second attempt at delivery remains unsuccessful, the Sender shall, after having received DHL's notification of non-delivery, give DHL immediate written instructions on the further handling of the shipment – unless he/she has already provided corresponding Sender's instructions – to clarify whether

- a third attempt at delivery should be made,
- the shipment should be utilised or returned,
- the shipment should be redirected or transported to an alternative address.

All costs incurred in this way shall be borne by the Sender. If the Sender does not respond to the notification of non-delivery within 7 (seven) calendar days from the date of notification, the shipment shall be returned to the Sender at his/her own expense. The shipment will be stored properly during the entire period.

5 Charges (Freight and other Costs of Transport); Payment Terms

(5.1) Unless agreed otherwise, the tariffs stated in the Sender's most recent price list shall apply to the conveyance of shipments, 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.

(5.2) All payments effected by DHL on behalf of the Sender or the recipient in relation to any customs duties, turnover tax, other taxes and duties, and handling fees (storage charges, etc.) shall be due for payment immediately at the request of DHL, whereby DHL shall be free to select to whom this request shall be addressed (e.g. Sender or recipient). Neither shall DHL be subject to instructions from the Sender in this respect. A different mode of payment may be agreed in writing.

(5.3) In the event that payment on invoice and by transfer has been agreed, payment of the sum in question shall be due within 14 calendar days of the invoice date without any deductions. Any other methods of payment shall be agreed between DHL and the Sender in writing.

(5.4) DHL shall be entitled to request payment in Euros (€) at any time.

6 Liability

(6.1) DHL shall be liable under the provisions of the CMR, which provides for a liability limit of up to 8.33 SDR (special drawing rights) per kilogram of gross weight in the event of loss of or damage to the shipments.

(6.2) Supplementary to the provisions of the CMR, DHL shall be liable in the case of delayed performance (which does not constitute a failure to keep to 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 EUR 500, as far as the damage was not caused deliberately by DHL 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 equal fault (Section 435 of the German Commercial Code (HGB)).

7 Insurance

(7.1) 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 EUR 500 („standard insurance“).

(7.2) Where the „EUR 2,500 transport insurance“ or „EUR 25,000 transport insurance“ service has been agreed and the relevant additional charge 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 EUR 2,500 or EUR 25,000.

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

1. Damage to shipments which, pursuant to section 2, 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.

(7.4) The details of the transport insurance are covered in the „Transport insurance“ brochure.

8 Customs Clearance

(8.1) As a result of the handover of shipments for transport, DHL is identified in the legally permissible framework as the representative for any necessary customs formalities. DHL shall be entitled to perform customs formalities also by using the services of a customs agent.

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

(8.3) 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 Sender or recipient in preparing the necessary documents or in acquiring a necessary approval or license, shall be invoiced to the recipient, unless the Sender has documented his/her willingness to pay the costs or part of the costs. In the event of the recipient not fulfilling his obligations to effect payment in this respect, the Sender shall release DHL from all costs and claims in connection with carrying out the transport job.

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

9 Other Provisions

(9.1) The Sender may neither assign nor pledge claims against DHL; excepted from this shall be monetary claims.

(9.2) The Sender may offset his/her own claims against claims of DHL only if the former have become res judicata or are undisputed.

(9.3) DHL has the right to collect, store and process data provided by the Sender or recipient and/or required in the context of its services. DHL also has the right to notify courts and public authorities (especially customs authorities) of data within the legally defined scope. Furthermore, DHL shall maintain postal secrecy and data protection in accordance with the applicable statutory provisions.

(9.4) German law shall apply. 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&C shall be Bonn.

Legal content as of June 2018

* This is a translation of the „Allgemeine Geschäftsbedingungen DHL EUROPAKET (AGB DHL EUROPAKET)*“ in its version as of June 1st 2018 in German language. This translation is for convenience only. The only binding version in case of any dispute, lack of clarity, or divergence is the version in German language.