

GENERAL TERMS AND CONDITIONS OF DHL FOR ELECTRONIC DATA EXCHANGE

1. SCOPE/BASIS OF AGREEMENT

(1) These General Terms and Conditions (GT&C) apply to any form of electronic exchange of messages ('electronic exchange of messages') between the parties in connection with (framework) agreements for the transportation of parcels and/or Express shipments, hereinafter the "agreement", between DHL parcel and/or DHL Express Germany GmbH and the sender and are a component of these agreements.

(2) These General Terms and Conditions relate exclusively to the sender and to all the participants named in the agreement below, individually and collectively, as "senders" who are participating in the electronic exchange of messages.

The appropriate specifications and functional requirements documentations (e.g. EDI requirement specifications) in its current version, dependent on the kind of agreed data transmission, shall be observed as integral part of this General Terms and Conditions (GT&C).

(3) The sender shall be informed of changes in good time to these GT&C, the specifications or the functional requirements in accordance with the provisions of the agreement.

2. COMMUNICATION FACILITIES

The parties undertake to provide their communication facilities for transmitting messages or calling up messages in functioning condition in accordance with the applicable specification and functional requirements documentation by the agreed date of provision and to maintain this functionality until the end of the agreement.

3. COMMUNICATION PROCESS

(1) DHL shall provide the sender with an input channel for the electronic exchange of electronic messages. The communication connection between the sFTP server or HTTPS connection and the sender's communication facilities shall not be part of DHL's scope of service. When exchanging or sending electronic messages, the sender shall ensure that the data is securely transmitted according to the current state of the art, currently by using the sFTP or HTTPS data protocol. S/he shall bear the responsibility and the risk for damage caused by the use of transmission procedures that do not satisfy the sFTP or HTTPS security standards.

(2) The communication process including the selection of the appropriate transmission network and transmission speed and the requirements for the message transmission process are specified in the in the relevant requirement specifications.

(3) DHL shall be authorized to adjust the requirements concerning the communication process to new demands and to undertake changes in the transmission technology. DHL shall inform the sender of this in good time.

4. COSTS

The costs of the provision, checking, and maintenance of the communication facilities currently used by the parties and the network fees payable with the communication facilities and the costs for the preparation, adjustment, and procurement of in-house software and hardware shall be borne by each party individually.

5. ACCESS

(1) In the process of exchanging messages, a message shall be deemed to have arrived when it has been received in the receiving party's communication facilities and the sending party's communication facilities have received an automatic confirmation of receipt from the receiving party's communication facilities.

(2) If the message is sent outside of business hours, it shall be deemed to have reached the receiving party at the beginning of (normal) business hours on the next working day.

6. SECURITY OBLIGATIONS AND ERROR CHECK

(1) Each party undertakes to secure its communication facilities against unauthorized access by third parties, against the unauthorized sending or receiving of messages and against comparable misuse, as well as against loss of input and output data after message transmission or message retrieval. The requirements are laid down in the relevant requirement specifications (e.g. the EDI requirement specifications for DHL Parcel).

(2) In particular the messages and other data shall be encrypted and electronically signed according to the requirements in the specifications and functional requirements documentations. The security obligations also include a check on the origin and integrity, the (indisputable) documentation of origin and receipt, and the guarantee of confidentiality of the messages.

7. INCIDENTS; AVOIDANCE OF ERRORS

(1) Should a party detect an incident in the communications system or have a well-founded suspicion to this effect, that party is obligated to inform the other party immediately. This duty shall apply irrespective of where the source of the detected or suspected incident lies and whose responsibility it is. If necessary, a communication path outside the communications system (e.g., telephone or fax) must be selected for this notification.

(2) Irrespective of the obligation to notify the other party, in such an event each party shall have the right under Paragraph 1 to take measures available to reduce the damage by identifying and avoiding the error, providing the cost and effort of the measures is proportionate to the reduction of damage that can be achieved thereby.

8. CONFIDENTIALITY; PROTECTION OF PERSONAL DATA

(1) The parties undertake to comply with the statutory provisions of data protection law, in particular the provisions of the German Ordinance Regulating Data Protection for Companies Providing Postal Services (Postdienste Datenschutzverordnung, PDSV).

(2) Each party undertakes to only transmit or provide such personal data as is required for discharging the purpose of this agreement and the relevant individual agreement.

9. LIABILITY/INDEMNIFICATION FROM LIABILITY

(1) Each party shall be liable for damage that arises from errors or incidents within its area of responsibility. If in connection with the onset of damage, one of the security obligations laid down in Sections 6 or 7 is not fulfilled, the disputable presumption shall apply that the damage is based on an error or an incident in the area of responsibility of that party.

(2) Liability shall include all personal injury, damage to property and pecuniary losses including the cost of identifying the error. The replacement of damage to property and pecuniary losses shall be limited to a maximum amount of EUR 500,000 for each instance of damage, but the total must not exceed EUR 1 million per year, and shall be limited to the damage caused to the other party because s/he had trusted in the authenticity, correctness, or untampered nature of the message. The duty to pay damages shall only apply to the extent that the other party did not recognize the lack of authenticity, correctness, or untampered nature of the message and could not have been expected to do so even with appropriate care.

(3) The limitations of liability under Item 9.2 shall not apply to intent, gross negligence, claims arising from guarantees, in the event of loss of life, bodily injury, or damage to health, or to the extent that the German Product Liability Act (Produkthaftungsgesetz) is applicable.

(4) The sender shall indemnify DHL from claims for damages on the part of the recipients and other third parties, to the extent that it shall give good reason for transmitting the data to the recipient in unencrypted form. DHL reserves the right to assert any claims against the sender.

10. TERM AND TERMINATION OF THE AGREEMENT

(1) The provisions of these GT&C shall take effect upon signature of the agreement. It shall end automatically with the termination of the agreement between DHL and the sender.

(2) Otherwise both parties may terminate participation in electronic data exchange by giving a notice period of one month to the end of a month. A termination shall not affect the validity of the agreement.

(3) The right to terminate the agreement for good cause shall remain unaffected. Good cause shall exist in particular if the sender repeatedly supplies incorrect or late data.

(4) After the end of the contractual relations, the sender shall return all the documents and software that it has received from DHL in connection with electronic data exchange.

(5) Unless otherwise provided for in these GT&C, the provisions of the agreement shall apply.

Legal content as of 01/11/2017

* This is a translation of the "Allgemeine Geschäftsbedingungen der DHL für den elektronischen Datenaustausch (AGB DHL EDI)" in its version as of July 1st 2017 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.