

GENERAL TERMS & CONDITIONS OF DHL FOR THE (DOMESTIC) PARCEL/EXPRESS SERVICE (GT&Cs PAKET/EXPRESS NATIONAL)*

1 Scope of Application and Contractual Basis

(1) These General Terms & Conditions, hereinafter referred to as „GT&C“, shall apply to agreements concluded with Deutsche Post AG and its affiliated companies, hereinafter referred to as „DHL“, pertaining to the conveyance of parcels and express shipments, hereinafter referred to as „shipments“, within Germany. Their scope of application includes specifically agreed special and auxiliary services, hereinafter referred to as „services“, and the redirection of parcels.

(2) In addition to these GT&C, the „Services and Prices“ brochure, the „Regulations for the postal conveyance of dangerous goods and substances“, the „Transport insurance“ brochure as well as the „List of permissible contents (Valuable Items)“ apply in the versions valid at the time; these documents are available at DHL's offices for inspection. For Express shipments, the brochures „DHL Express service manual“ and „DHL Express prices and transit times“ shall also apply. The „DHL DOMESTIC and INTERNATIONAL PARCEL dispatch conditions“ shall apply in addition for parcels. Furthermore, special service specifications shall apply to which general reference is made in the „Services and Prices“ brochure, in individual agreements, or in transport documents (waybills, posting receipts, etc.).

(3) Where not otherwise set forth – in the following order – by binding legal provisions, individual agreements, the special terms referred to in paragraph 2 above or these GT&C, the provisions of sections 407 et seq. of the German Commercial Code (HGB) on freight agreements/contracts shall apply.

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

(1) Conveyance agreements are constituted for compliant shipments by their handover by or on behalf of the customer (“Sender”) and their assumption into the care of DHL or a company commissioned by DHL („posting“ or „pick-up“) in accordance with the provisions of these GT&C. The Sender shall declare, before the conveyance contract is concluded, whether the contents include the products specified in more detail in paragraph 2 below („prohibited goods“). Any contrary General Terms & Conditions of the Sender are hereby expressly objected to.

(2) The following are excluded from transport (prohibited goods):

1. Shipments whose contents, exterior make-up, transport or storage violates a legal or public authority prohibition; these include shipments whose contents violate legal provisions on the protection of intellectual property including forged or unlicensed copies of products (counterfeiting);
2. Shipments which, without conclusion of a corresponding individual agreement with DHL, require special facilities (e.g. for temperature-controlled goods), safety precautions or permits;
3. Shipments whose content or exterior make-up have the potential, during usual transport procedures, to injure or infect persons or cause damage to property;
4. Shipments which contain live animals or human remains; excepted 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;
5. Shipments whose transport is subject to legal provisions concerning dangerous goods, unless these are permitted under the „Regulations for the conveyance of dangerous goods and substances“; the regulation in section 410 of the German Commercial Code shall not be affected;
6. Shipments with an actual value of over EUR 25,000 gross; the limitations on liability according to section 6 of these GT&C shall remain unaffected by this limit;
7. Shipments containing cash, precious metals, jewelry, watches, gemstones, objects of art, antiques, unique pieces or other articles of value, cheque cards, credit cards, valid postage stamps or other means of payment or securities which, in case of damage or loss, cannot be blocked, rendered worthless or replaced (Class II valuables) and which have a total value of over EUR 500 (gross price, value incl. taxes); the „List of permitted contents“ contains further information;
8. All shipments posted for delivery to the same recipient on the same day containing goods pursuant to sub-paragraph 7 above of a total value of more than EUR 500 (gross price, value incl. taxes).

(3) DHL shall not be obliged to check shipments for the presence of transport exclusions pursuant to paragraph 2 above. However, upon suspicion of such exclusions DHL shall be entitled to open and check the shipments.

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

(1) The Sender's special instructions pertaining to special treatment of his/her shipment shall be binding only if they are provided in the „Services and Prices“ brochure or an individual agreement, and are issued in the form specified therein. No Sender's instructions can be issued for express shipments. The Sender shall have no claim to compliance with instructions he/she provides to DHL following handover/acceptance of the shipment into DHL's care.

(2) Termination by the Sender in accordance with section 415 of the German Commercial Code following the transfer of the shipment into the care of DHL shall be excluded.

(3) The Sender shall be obliged to select a product of DHL or of its affiliated companies that provides the best possible insurance cover for damage incurred in case of loss, damage, or other improper performance.

(4) The Sender shall be required to label shipments adequately, and the outer packaging may not give any indication of the value of the goods. The Sender shall be required – where possible and necessary – to provide complete and true details on his/her shipment which allow for unique identification even in case of loss or damage. The Sender shall, in particular, mark the shipment with a complete domestic address (in Germany) for himself/herself, to also ensure that the shipment can be returned if undeliverable. The Sender shall be required to package the shipment in such a manner that it is protected against loss and damage and that neither DHL nor third parties incur any damage. Further details are contained in „Versandbedingungen DHL PAKET NATIONAL und INTERNATIONAL“ (DHL DOMESTIC and INTERNATIONAL PARCEL dispatch conditions). Sections 410 and 411 of the German Commercial Code (HGB) shall remain unaffected.

(5) 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 exempt DHL from all third party claims resulting from or in connection with violations of such provisions.

4 Services Provided by DHL

(1) DHL shall transport the shipments to their destination and shall deliver them to the recipient. 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 obliged to comply with a specific delivery period except in cases in which other arrangements have been made for special products in individual agreements or in the terms specified in section 1, paragraph 2. It shall be at the discretion of DHL to select the type, route, and means of transport or to provide all services by sub-contractors (sub-contracted carriers) taking into consideration the Sender's interests.

(2) DHL shall deliver the shipment („delivery“), against a confirmation of receipt, to the recipient or a person authorised in writing to receive the shipment („postal proxy“). Shipments to recipients in communal facilities (e.g. prisons, communal residences, hospitals) may be delivered to a person appointed by the management of the facility to receive shipments. Clauses 1 and 2 of this par. 2 shall only apply if no other arrangements have been made for DHL Paket, such as storage at a retail outlet or parcel shop, redirection or delivery by deposit in an agreed location or in a DHL Packstation, with the recipient or person appointed to take delivery, provided the Sender has not issued any divergent instructions in advance. Shipments combined with the service of delivery exclusively to the recipient in person and express shipments with the „EUR 25,000 transport insurance“ service shall only be delivered to either the recipient or to a person specially authorized by him in writing to receive the shipment. Shipments combined with an identity and/or age verification service shall only be delivered to the recipient in person upon presentation of specific identification. The Express Brief (DHL Express Letter) without the „Addressee only“, „Delivery against signature“ and/or „Transport insurance“ services may also be delivered by being placed in a device of sufficient capacity intended for the recipient at the point of delivery (letter box at the house), but not in a P.O. box.

(3) DHL shall be entitled to hand over shipments which cannot be delivered in the manner described in paragraph 2 above to a substitute recipient. This shall not apply to shipments combined with the delivery exclusively to the recipient in person or an identity and/or age verification services, express shipments with „EUR 25,000 transport insurance“ services and Express Brief (DHL Express Letter) items with „EUR 2,500 transport insurance“ service. Substitute recipients shall be

1. Relatives of the recipient
2. Other persons present on the recipient's premises, and
3. Residents in the same house or neighbours of the recipient if
 - These persons may be assumed, on the basis of the circumstances, to be authorised to receive the shipments,
 - DHL immediately notifies the recipient in writing or electronically (e.g. by notification card or email) of the shipments and the substitute recipient (name and address of the resident or neighbour) by placing such notification in the recipient's receptacle (letter box, email box, etc.), and
 - the Sender – where permitted – has not issued instructions to the contrary and the recipient has not prohibited DHL in writing to effect such delivery.

4) DHL shall keep shipments which were not delivered according to paragraphs 2 and 3 above for pick-up by the recipient or a postal proxy at a retail outlet/parcel shop, DHL Packstation or another suitable facility for a period of seven working days (incl. Saturdays) from the day following the day of the first delivery attempt. This shall also apply in cases in which DHL cannot reasonably be expected to make the delivery as a result of extraordinary circumstances, of excessive difficulties or of special hazards at the point of delivery.

(5) To issue a confirmation of receipt DHL may employ electronic devices. These devices may be used to document either the printed name in combination with the digitalised or electronic signature or another form of identification of the recipient or person authorised to receive post (e.g. PIN).

(6) DHL shall transport undeliverable shipments back to the Sender at an address in Germany, except where this is precluded by the terms listed in section 1, paragraph 2 for the product in question; the Sender shall not be entitled to shipments being transported (returned) to an address abroad. DHL shall receive a specific charge for returning shipments, as far as provided and specified in individual agreements or on a product-related basis in the special terms listed in section 1, paragraph 2. Shipments shall be considered undeliverable in cases in which no person authorised to receive post within the meaning of paragraphs 2 and 3 above is present and the period of pick-up has elapsed without result, the recipient or the person authorised to receive post has refused to take delivery of the shipment or the recipient 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 delivery receptacle (e.g. sealing the letterbox or parcel box shut or prohibiting insertion), the refusal to pay due charges applied, the cash-on-delivery amount, or the refusal to issue a confirmation of receipt.

(7) If, following a return transport, an undeliverable shipment cannot be returned to the Sender in the manner set forth for delivery in paragraphs 2 to 5 above, DHL shall be entitled to open it. If the Sender or other authorised person can still not be determined or if delivery or return of the shipment is not possible or reasonable for any other reason, DHL shall be entitled to exploit the shipment in accordance with the legal provisions following a set period. DHL may exploit shipments 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, paragraph 2, sub-paragraphs 2 and 4 may be destroyed immediately by DHL.

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

(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. The charges for express shipments are calculated on the basis of the actual weight or the volumetric weight, depending on which is higher. The volumetric weight shall be calculated on the basis of the appropriate current IATA provisions. Unless expressly specified otherwise, the charges are net prices on which the Sender shall additionally pay the statutory amount of VAT (where applicable).

(2) The Sender shall pay the charge in advance and no later than at the time a shipment is posted (prepayment), as long as the terms specified in section 1, paragraph 2 do not include special terms of payment. If payment after receipt of an invoice from DHL is agreed upon subsequently or in individual agreements, this payment is due within two weeks from receipt of the invoice without any deductions. The Sender must make any objections against invoice amounts within 30 calendar days from receiving the invoice; later objections are excluded.

(3) The Sender shall reimburse DHL for all costs exceeding the agreed charges, which DHL has advanced in the interest of the Sender for transporting the shipment (duties, storage charges, etc.). The Sender shall exempt DHL from all third party claims. The Sender shall also reimburse DHL for the costs it incurs from storing or returning his/her shipment as per section 4, paragraph 6 or from any other special handling of his/her shipment. All these costs shall be due immediately upon request.

(4) In cases involving non-prepaid shipments the recipient may pay the due 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 (additional charge). If the recipient refuses to pay the outstanding costs in full, this shall be deemed a refusal to accept delivery; the Sender shall remain obligated to pay the costs.

6 Liability

(1) Without regard to the limitations on liability set forth below, DHL shall be liable for damage caused by an action or omission by itself, one of its employees or another vicarious agent, i.e. the person engaged by it to perform its contractual obligations and for whom it is vicariously liable (section 428 of the German Commercial Code), either done with the intent to cause such damage or recklessly and with knowledge that damage would be probably result. In cases of damage resulting from the conduct of its employees or vicarious agents, this shall only apply insofar as such persons have acted within the performance of their duties. DHL shall, on an unlimited basis, be liable for damage resulting from injury to life, body, or health which is due to a negligent breach of duty on the part of DHL or a willful or negligent breach of duty on the part of one of its statutory representatives or vicarious agents.

(2) Otherwise, DHL shall be liable for loss of and damage to compliant shipments and for the culpable and improper fulfillment of other obligations only to the extent of the direct damage typical of the contract and only up to the statutory maximum amounts of liability. Compensation for all further damage (such as lost profit or lost interest) shall be excluded; sections 430 and 432 of the German Commercial Code (HGB) shall remain unaffected. This applies regardless of whether DHL was notified of the risk of such damage before or after accepting the ship-

ment, as certain risks can be insured by the Sender. DHL shall be released from liability in cases in which the damage is due to circumstances it was unable to avoid even with the utmost care and whose consequences it was unable to prevent (e.g. strike and force majeure). Cases involving division of damage and special reasons for exclusion of liability, as set forth in section 425, paragraph 2 and section 427 of the German Commercial Code, as well as any other cases of statutory limitations or exclusions of liability, shall remain unaffected.

(3) In case of loss, damage, or the culpable breach of other contractual duties with regard to compliant shipments that are not excluded as prohibited goods, DHL shall not invoke the statutory limits on liability if the damage amounts to no more than EUR 500. If DHL fails to meet the delivery period or a specific delivery deadline, its liability for exceeding the delivery period or deviating from the delivery deadline shall be limited to the triple amount of the freight (triple charge) provided that compliance with such a delivery period or deadline is due. In case of errors in the collection or transfer of the cash-on-delivery amount, DHL's liability for the „Cash-on-delivery“ service shall be limited to the cash-on-delivery amount. DHL's liability for any breach in performance of other (additional) services shall be limited to the additional charge.

(4) A shipment shall be considered lost if it has not been delivered to the recipient within 20 calendar days after posting and its whereabouts cannot be determined. In derogation of section 424, paragraph 3 of the German Commercial Code, DHL may demand reimbursement of compensation for damage paid by it pursuant to paragraphs 1 and 2 above.

(5) The Sender's liability, especially his/her liability pursuant to section 414 of the German Commercial Code, shall remain unaffected. The Sender shall be held liable in particular for damage resulting to DHL or third parties caused by the dispatch of prohibited goods or by the breach of his/her obligations pursuant to section 3. In this regard, the Sender shall indemnify DHL from all third party claims.

7 Insurance

(1) When arranging the „EUR 2,500 transport insurance“ or the „EUR 25,000 transport insurance“ or the „DHL Domestic transport insurance“ and upon payment of the relevant additional charge, DHL shall take out a transport insurance policy to the benefit of and at the expense of the Sender. This insurance safeguards the Sender's interests in every shipment that is compliant with these GT&C against the risks of loss and damage and provides, on a first risk basis, insurance coverage up to the agreed insured amount per shipment.

(2) Parcels combined with „Transport insurance 2,500 EUR“ or „Transport insurance 25,000 EUR“ services shall exclusively be handed over in DHL retail outlets or parcel shops but not in other facilities like DHL Packstation or parcel box. As an exception, the handover of parcels combined with the „Transport insurance 2,500 EUR“ service shall also be permitted when parcels are picked up or when they are collected by the postman, provided each individual insured parcel is handed over by the Sender in person and in a specially documented manner to ensure precise evidence and treatment compliant to regulations.

(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.
4. damage to shipments that, contrary to the obligation as stipulated in paragraph 2, have not been handed over at DHL retail outlets or parcel shops, or handed over personally, respectively.

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

8 Other Provisions

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

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

(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 of data within the legally defined scope. DHL shall maintain postal secrecy and data protection in accordance with the applicable statutory provisions.

(4) 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. German law shall apply.

(5) General Information according to § 36 of the German Law about alternative dispute resolution (VSBG): DHL* will not participate in any dispute resolution process according to the VSBG. (*neither Deutsche Post AG nor any of its affiliates within Deutsche Post DHL Group with place of business in Germany).

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* This is a translation of the „Allgemeine Geschäftsbedingungen DHL PAKET/EXPRESS NATIONAL (AGB PAKET/ EXPRESS NATIONAL)“ in its version as of May 1st 2016 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.