

GENERAL TERMS & CONDITIONS OF DEUTSCHE POST AG FOR THE INTERNATIONAL PARCEL SERVICE (GT& CS INTERNATIONAL)*

1 Scope of Application and Contractual Basis

(1) These General Terms & Conditions (GT&Cs) shall apply to agreements concluded with Deutsche Post AG and its affiliated companies, hereinafter referred to as „Deutsche Post“, pertaining to the cross-border conveyance of parcels (DHL Paket International items). They cover specifically agreed special and auxiliary services, hereinafter referred to as “services”, and the redirection of parcels to foreign countries.

(2) In addition to these GT&Cs, the „DHL National and International Parcel conditions of dispatch“, the „Services and prices“ brochure, the „DHL Cargo Insurance“ brochure and the „List of permissible contents (Valuable Items)“ brochure shall apply in the versions valid at the time of handover of parcels; these documents are available at Deutsche Post’s offices for inspection. Furthermore, special service specifications or conditions of transport shall apply; general reference is made to their application in the “Services and prices” brochure, in the 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 and these GT&Cs, the provisions of the Universal Postal Convention and its ancillary agreements (Parcel Post Regulations, etc.), hereinafter collectively referred to as „Universal Postal Convention“, in their latest versions, and additionally the provisions of sections 407 et seq. of the German Commercial Code (HGB) on freight agreements/contracts shall apply.

2 Contractual Relationship – Establishment and Exclusion of Services (Prohibited Goods)

(1) Conveyance agreements are constituted for parcels whose transportation is not excluded according to paragraph 2 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 accordance with the provisions of these GT&Cs. The sender shall declare, before the conveyance contract is concluded, whether the contents include the excluded products specified in more detail in paragraph 2 below (“prohibited goods”). Any contrary General Terms & Conditions are expressly objected to.

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

1. Parcels whose content, exterior design, transport, or storage violate a legal or public authority prohibition, in particular any export, import, or customs law provisions of the countries of origin, destination or transit; these include parcels or goods whose transport is prohibited according to the Universal Postal Convention;
2. Parcels whose carriage requires special treatment by DHL (e.g. adherence to a certain temperature, obtaining a public legal approval or a notification to an authority);
3. Parcels whose content or exterior make-up have objectively the potential, during usual transport process and despite sufficient packaging, to injure or infect persons or cause damage to property;
4. Parcels containing live animals, animal cadavers, human body parts or human remains;
5. Parcels containing narcotics or intoxicants;
6. Parcels whose transport and/or storage is subject to legal provisions concerning dangerous goods; also excluded are all those goods which are not completely unrestricted according to the latest IATA (International Air Transport Association) and ICAO (International Civil Aviation Organization) dangerous goods regulations;
7. Parcels with an actual value of over EUR 25,000; the limitations on liability according to section 6 of these GT&Cs shall remain unaffected by this limit;
8. Parcels containing cash, precious metals, 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 per parcel, provided that no lower maximum values for these goods are indicated in the country information; the “List of permissible contents (Valuable Items)” contains further information;

9. 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);
10. Parcels whose contents violate legal provisions on the protection of intellectual property including forged or unlicensed copies of products (counterfeiting);
11. Parcels that contain weapons according to the Weapons Act (WaffG), especially firearms, or parts thereof, imitation weapons or ammunition.

(3) Deutsche Post shall not be obliged to check parcels for the presence of transport exclusions pursuant to paragraph 2 above. However, it shall perform regular mandatory checks on the basis of EU aviation security regulations, whereby the sender guarantees that his/her parcels are suitable for such checks and for transport by aircraft. 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. The sender shall exempt Deutsche Post from all additional costs incurred as a result and from any third party claims (e.g. duties) to the extent that Deutsche Post is not liable for them. If the sender is a consumer, fault is required for his/her liability.

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

(1) The sender’s special instructions pertaining to special treatment of his/her parcels 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 („sender’s instructions“). The sender shall have no claim to compliance with instructions he/ she provides to Deutsche Post following handover/acceptance of the parcels into Deutsche Post’s care.

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

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

(4) The sender shall label the parcel with complete recipient’s address details. The sender shall be required – where possible and necessary – to provide complete and true details on his/her parcel which allow for unique identification even in the case of loss or damage. The sender shall, in particular, mark the shipment with a complete domestic address (in Germany) on the parcel to also ensure that the parcel can be returned if undeliverable. The sender shall be required to package the good in such a manner that it is protected against partial loss and damage and that Deutsche Post will not incur any damage (§ 411 HGB). Further details are contained in „Versandbedingungen DHL Paket National und International“ (DHL Domestic 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 these documents.

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 in accordance with the usual procedures for parcels in the specific country of destination. There shall be no obligation to observe a certain delivery period. It shall be at the discretion of Deutsche Post to select the type, route, and means of

transport or to provide all services by third party transport companies taking into consideration the sender's interests.

(2) Deutsche Post shall confirm to the sender the acceptance (posting) of the parcels. This shall not apply if the sender wishes a simplified posting procedure according to the terms set forth in section 1, paragraph 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 DHL for the domestic parcel/express service), if no other special provisions are set forth in these GT&Cs.

(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 recipient, Deutsche Post shall carry out an inquiry as to the whereabouts of parcels. Requests for inquiries can only be made within a period of six months beginning with the day of posting the parcel.

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

(1) The sender shall be required to pay in advance, at the latest at handover of the parcel (franking) for each service the relevant charge listed in the „Services and Prices“ brochure unless the in section 1 paragraph 2 stated conditions or individual agreements contain special payment modalities

(2) The sender will reimburse Deutsche Post for costs exceeding the agreed charges, to the extent that these were made for the parcel and Deutsche Post was permitted to consider them necessary in the circumstances. In particular, this may include the costs for storage or return transport in accordance with section 4 paragraph 3 or customs clearance. All these costs are shall be due immediately upon request.

6 Liability

(1) Deutsche Post shall be liable for loss, theft, and damage to parcels whose transportation is not excluded according to section 2 paragraph 2, and for the culpable and improper fulfillment of other contractual obligations only to the extent of the direct damage typical of the contract and only up to certain maximum amounts as per paragraph 3 below.

(2) Deutsche Post shall be released from liability as per paragraph 1 above 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, confiscation). The same shall apply to damage resulting from culpable or negligent behaviour 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, paragraph 2 (prohibited goods).

(3) The liability of Deutsche Post pursuant to paragraph 1 shall be limited to 40 special drawing rights (SDR) of the International Monetary Fund (IMF) per parcel (package) plus 4.50 SDR per kg, according to the specifications of the Universal Postal Convention (UPC). For the „Cash-on-delivery“ service, it is limited to the cash-on-delivery amount – admitted only for errors occurring during collection or transfer of the amount following delivery of the parcels.

(4) Claims as per paragraphs 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.

(5) The sender's liability, especially his/her liability pursuant to the specifications of the Universal Postal Convention, shall remain unaffected. The sender shall be held liable in particular for damage resulting to Deutsche Post or third parties caused by the dispatch of excluded goods pursuant to section 2, paragraph 2 or by the breach of his/her 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 and as far as Deutsche Post is not responsible for these. If the sender is a consumer, fault is required for his/her liability, as far as no mandatory statutory provisions apply.

7 Transport Insurance

(1) Deutsche Post shall take out a transport insurance policy to the benefit of and at the expense of the sender for all parcels, without incurring an additional charge. This insurance safeguards the sender's interests in every parcel whose transportation is not excluded according to section 2 paragraph 2 of these GT&Cs against the risks of loss and damage in the form of compensation for value and provides, on a first risk basis, coverage for the damage suffered up to the insured sum insured of EUR 500 per parcel.

(2) For companies (section 14 of the German Civil Code (BGB) that have concluded a written framework agreement with Deutsche Post pertaining to the carriage of parcels („contract customers“ or „business customers“), Deutsche Post shall, when arranging the „EUR 2,500 transport insurance“ or „EUR 25,000 transport insurance“ service and upon payment of the relevant additional charge, take out transport insurance corresponding to the conditions set forth in paragraph 1, for which the insured sum shall be increased to EUR 2,500 or EUR 25,000 per parcel.

(3) For customers (consumers or companies) that have not concluded a written framework agreement with Deutsche Post pertaining to the carriage of parcels („private customers“), Deutsche Post shall, when arranging the „International supplementary insurance“ service and upon payment of the relevant additional charge, take out transport insurance corresponding to paragraph 1, for which the insured sum shall be in increments of EUR 1,000 (EUR 1,000 or EUR 2,000, etc., based on the customer's order) up to an insured sum of no more than EUR 5,000.

(4) Parcels covered by the „EUR 2,500 transport insurance“, „EUR 25,000 transport insurance“, or „International supplementary insurance“ service may only be handed over for carriage to Deutsche Post's retail outlets and parcel shops upon confirmation of postage and not be placed in other handover facilities such as DHL-Packstations or Paketboxes. The handover of parcels covered by „Transport Insurance Service 2.500 Euro“ is exceptionally permissible also within the collection of parcels or the pick up by delivery agents, if the insured parcels are handed over by the sender individually and in a specially documented manner, in order to provide accurate proof and proper handling.

(5) The following in particular shall be excluded from the scope of the insurance cover pursuant to the preceding paragraphs:

1. Damage to parcels containing prohibited goods per section 2, paragraph 2;
2. Damage caused by missing or faulty packaging, or deliberately caused by the sender;
3. Damage to parcels that were handed over to Deutsche Post for carriage and do not comply with the conditions of posting as per paragraph 4.

(6) The details of the transport insurance are covered in the „DHL Cargo 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&Cs 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. The cut-off period (term of preclusion) pursuant to section 6, paragraph 4 of these GT&Cs shall remain un-affected.

9 Other Provisions

(1) The sender may neither assign nor pledge claims against Deutsche Post; excepted from this shall be monetary claims.

(2) With respect to claims of Deutsche Post offsetting or retention is only permitted with due counterclaims that are undisputed, legally established or ready for decision or based on defects in the underlying service.

(3) Deutsche Post has the right to collect, store, and process data provided by the sender or recipient and/or required in the context of its services. Deutsche Post also has the right to notify courts and public authorities of data within the legally defined scope. Deutsche Post 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&Cs shall be Bonn. German law shall apply.

(5) General Information according to § 36 of the German Law about alternative dispute resolution (VSBG): Deutsche Post will not participate in any dispute resolution process according to the VSBG.

Legal content as of 01/2020

* This is a translation of the „Allgemeine Geschäftsbedingungen der Deutschen Post Paket International (AGB Paket International)“ in its version as of January 1st 2020 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.