



1 Scope of application and legal basis

- (1) These general terms and conditions, hereinafter referred to as "GT&Cs", shall apply to agreements concluded with Deutsche Post AG and its affiliated companies, hereinafter referred to as "Deutsche Post", pertaining to the conveyance of cross-border mail and letter-like items, hereinafter referred to as "items". The scope of application shall include any specially agreed upon additional and supplementary services. These GT&Cs comprise in particular the following products and services:
 1. Brief (mail), Postcard, E-Postbrief (where physically conveyed abroad), Dialogpost International, Presse International, literature for the blind and mail at kilogram rates, hereinafter referred to collectively as "international mail": solely for the conveyance of documents and written communication;
 2. Warenpost International, hereinafter referred to as "Warenpost International": solely for the conveyance of goods;
 3. Päckchen International, Economy Päckchen and Premium Päckchen (small packets), hereinafter referred to as "Päckchen International": solely for the conveyance of goods;
 4. Einschreiben (registered items), Tracked, Wert International (international insured items), Eigenhändig (delivery to addressee only), Rückschein (advice of delivery), Nachnahme (cash on delivery), Internationale Werbeantwort (international business reply), Internationaler Antwortschein (international reply coupon), and Ländernachweis (Track & Trace International); hereinafter referred to as "additional services";
 5. Forwarding of international mail, Warenpost International and Päckchen International.
- (2) In addition to these GT&Cs, the following shall apply:
 1. the list of "Services and Charges" and
 2. the brochure "International Mail Dispatch: important information for design and posting", in its current edition, which is available for inspection at all branches of Deutsche Post and on the Internet;
 3. additional service specifications and conveyance conditions to which general reference is made in the "Services and Charges" brochure, in framework agreements or in transport documents (posting receipts etc.);
 4. further updated information provided by Deutsche Post on the Internet at deutschepost.de/brief-international/land-fuer-land ("country list").
- (3) Where not otherwise set forth – in the following order – by binding statutory provisions, individual agreements, the special terms mentioned in Section 2 above and these GT&Cs, the provisions of the Universal Postal Convention and its ancillary agreements (in particular, the supplementary letter mail regulations), hereinafter referred to as "UPU Acts", in their latest versions shall apply.

2 Contractual relationship – establishment and exclusion of prohibited goods

- (1) Conveyance agreements shall arise for compliant items upon such items being handed over by or on behalf of the sender and their being accepted for custody by Deutsche Post or a company commissioned by Deutsche Post ("posting" or "pickup") in accordance with the provisions of these GT&Cs. Any contrary general terms and conditions of the sender are hereby expressly objected to.
- (2) The following are excluded from conveyance:
 1. International mail that contains goods, i.e., movable objects. Notwithstanding the following provisions (exclusions), only written, drawn, printed or digital messages and information (documents) are permitted. However, goods are permitted in Päckchen International and Warenpost International subject to the following restrictions.
 2. Items whose content, exterior design, conveyance or storage violate a statutory or authorities' prohibition, in particular any export, import or customs law provisions of the countries of posting, destination or transit, or which require special facilities (e.g., for temperature-controlled goods), safety precautions or permits; these include items or goods whose conveyance is prohibited according to the UPU Acts; this shall also include items whose contents violate the protection of intellectual property, including counterfeit or unlicensed copies of products (brand piracy);
 3. Items whose content or exterior make-up could injure or infect persons or cause damage to property;
 4. Items which contain live animals or human remains; excepted are urns and 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. Items containing narcotics or intoxicants;
 6. Items whose conveyance is subject to dangerous goods regulations; also excluded are all goods that are not completely unrestricted according to the latest IATA and ICAO dangerous goods regulations;
 7. Items with an actual value exceeding EUR 25,000; the limitations on liability according to Section 6 shall remain unaffected by this limit;

8. Items containing cash or other means of payment, precious metals, jewelry, watches, precious stones, objects of art, antiques or other articles of value or securities for which, in the event of damage, no stoppage and no cancellation and replacement procedure can be carried out (class II valuables). Only the following are excluded:
 - a) Postage stamps, goods vouchers and other low-value items in this class (e.g., fashion jewelry and promotional articles), up to an actual value of 30 special drawing rights (SDRs) of the International Monetary Fund per item, and single travel tickets and entrance tickets;
 - b) Exclusively in items with the Wert International (international insured items) additional service: class II valuables (apart from money or other means of payment), up to a total actual value of EUR 500;
9. Items for which no or insufficient postage has been paid and that are posted with the intention of fraudulently obtaining the transport service without payment of the remuneration payable for it;
10. Items that are destined for natural or legal persons subject to sanctions; or that are to be conveyed to countries subject to external trade restrictions (embargo measures);
11. Items that contain weapons, especially firearms, or parts thereof, imitation weapons or ammunition.

- (3) Should an item by its nature (size, format, weight, etc.), due to its contents or in another way not comply with the terms set forth in Section 1 (2) or these GT&Cs, Deutsche Post shall be entitled
 1. to refuse to accept the item or
 2. to return or hold for collection an item that has already been handed over and accepted or
 3. to convey the item without notifying the sender, using a different route from the one agreed (e.g., by land or ocean rather than by air freight as planned) – should this be necessary and/or statutorily prescribed, and to subsequently request an appropriate additional charge as per Section 5 (3).The same shall apply if the sender refuses to provide information at the request of Deutsche Post if there is any suspicion that an excluded item may have been handed over or the contract has been violated in any other way.
- (4) Deutsche Post shall not be obliged to check for exclusions of transport pursuant to Paragraph 2. However, upon suspicion of such exclusions Deutsche Post shall be entitled to open and check the items. It furthermore shall perform regular mandatory checks on the basis of EU aviation security regulations, whereby the sender guarantees that his/her items are suitable for such checks and for transport by aircraft. If these checks discover goods, or if there is a well-founded suspicion of such goods, which may not be conveyed as air freight – as originally agreed or planned – then Deutsche Post, notwithstanding its other rights under Section 3, shall be entitled to convey the goods overland or by sea.

3 Rights and obligations of the sender

- (1) The sender's instructions pertaining to special treatment of the item shall be binding only if they are provided in the form specified in the "Services and Charges" brochure or in a framework contract (customer contract) ("sender's instructions"). The sender shall have no claim to demand compliance with their instructions if they were issued to Deutsche Post after the handover/acceptance of the items.
- (2) The sender shall be obliged to select a product of Deutsche Post or of its affiliated companies that provides the best possible insurance cover for damage incurred in cases of loss, damage or other improper performance.
- (3) The sender shall be required to label items adequately and the outer packaging must not give any indication of the value of the goods. The sender shall be required to provide – where possible and necessary – complete and true details on their item which allow for unique identification even in the case of loss or damage. The sender shall, in particular, mark the item with a complete domestic address (in Germany) for themselves, to also ensure that the item can be returned if undeliverable. Items shall be packaged in such a way that they are protected from loss and damage, and that no damage can be caused to Deutsche Post or third parties. More details are laid down in the special service specifications and transport conditions pursuant to Section 1 (2).
- (4) The sender shall be obliged to comply with the export and import regulations as well as with the customs regulations of the origin, transit and destination countries. The sender shall truthfully and completely fill in the necessary accompanying documents and enclose them with the item.
- (5) The sender shall bear the sole responsibility and the risk for all consequences resulting from the dispatch of goods, as prohibited by both these terms and other provisions, to foreign countries and from violations of such regulations. The sender shall exempt Deutsche Post from all third party claims solely resulting from or in connection with violations, by the sender, of the dispatch of goods as prohibited by these GT&Cs or other provisions. This shall not affect a fault liability of Deutsche Post.



4 Services provided by Deutsche Post

- (1) Deutsche Post shall transport the item and hand it over to the participating foreign companies for onward transport and delivery to their recipients. Compliance with a specific delivery period or a specific date of delivery shall not be owed by Deutsche Post, unless otherwise regulated for individual products under the special conditions described in Section 1 (2). Deutsche Post may at its own discretion select the type, route and means of transport or provide all services by sub-contractors (sub-contracted carriers), chosen freely by Deutsche Post, taking into consideration the sender's interests.
- (2) Deutsche Post shall acknowledge to the sender the receipt of the items if the Einschreiben (registered items), Wert International (international insured items), Nachnahme (cash on delivery), Rückschein (advice of delivery) or Eigenhändig (delivery to addressee only) additional services were selected.
- (3) Deutsche Post shall, within Germany, transport back to the sender the (e.g., undeliverable) items returned to it by the foreign companies and shall deliver them to the indicated (German) address, provided the sender issued instructions in advance accordingly. The sender shall not be entitled to items being transported (returned) to an address abroad. The delivery of these items (return to sender) shall be subject to Section 4 of the "Allgemeine Geschäftsbedingungen der Deutschen Post BRIEF NATIONAL" (GT&Cs of Deutsche Post for domestic mail), if no other special provisions are set out in the present GT&Cs.
- (4) If an item sent back under Section 3 cannot be returned to the sender, Deutsche Post shall be entitled to open it. If the sender or another authorized person can also not be determined by opening the item or if delivery or return of the item is not possible or reasonable for any other reason, Deutsche Post shall be entitled to exploit the item in accordance with the legal provisions after a reasonable period of time. Deutsche Post may exploit items immediately in accordance with the legal provisions if the sender refuses to accept the item. Goods that cannot be exploited or perishable goods or items as per Section 2 (2) Items 3, 4 and 6 may be immediately destroyed by Deutsche Post.
- (5) Upon application by the sender or the addressee, Deutsche Post shall carry out an inquiry as to the whereabouts of items. Applications for inquiries can only be made within a period of six months beginning with the day of posting the item.

5 Charges

- (1) The sender shall be required to pay for each service the relevant charge listed in the "Services and Charges" brochure or another price list. Unless expressly specified otherwise, the charges are net prices on which the sender shall additionally pay the statutory amount of value added tax required (if applicable).
- (2) The sender must pay the charge in advance and no later than at the time an item is posted ("franking"), unless the terms specified in Section 1 (2) include special terms of payment. If payment after receipt of an invoice from Deutsche Post is agreed upon in Section 1 (2) or in framework agreements, such payment is due within two weeks of receipt of the invoice without any deductions. The sender must make any objections against invoice amounts within 30 days of receiving the invoice; later objections are excluded.
- (3) In addition to the charge agreed upon, the sender must reimburse Deutsche Post for all expenses that, in special cases, it has to advance in the interest of the sender for the transport (customs duties, export and import duties, fee for presentation to customs, etc.). The sender shall in addition reimburse Deutsche Post for any expenses it incurs if the item has to be returned pursuant to Sections 4 (3) and (4) (charges for returns, fee for presentation to customs, packaging and storage charges, etc.). In this regard, the sender shall indemnify and hold harmless Deutsche Post from and against any third party claims. All these costs shall be due immediately upon request.

6 Liability

- (1) Deutsche Post shall be liable for loss, theft and damage to compliant and non-excluded items and for the culpable and improper fulfilment of other contractual obligations only up to the extent of the direct damage typical for the agreement and only up to certain maximum amounts as per Section 3 below. Compensation for indirect damage (such as lost profit or lost interest) shall be excluded. This shall apply regardless of whether Deutsche Post was notified of the risk of such damage before or after accepting the item. Payments for compensation of loss or damage shall be limited to one claim per item, the settlement of which shall constitute the complete and final discharge of all damage in this case.
- (2) Deutsche Post shall be exempt from liability as per (1) above if the damage is due to circumstances which Deutsche Post was unable to avoid, even if applying the utmost care, and whose consequences it was unable to prevent (e.g., strike, force majeure, confiscation). Similar arrangements shall apply to damage resulting from culpable or negligent behavior by the sender, a breach of the obligations as per Section 3, the nature of the contents or any other legal provision, in particular in

the Universal Postal Convention and the supplementary letter mail regulations involving the exclusion of liability. Deutsche Post assumes no liability for excluded items as per Section 2 (2).

- (3) The liability of Deutsche Post pursuant to (1) shall be limited to the following maximum amounts:
 1. For items under the Einschreiben (registered items) additional service, as per the Universal Postal Convention and its supplementary letter mail regulations, to 30 special drawing rights (SDRs) of the International Monetary Fund per item.
 2. For items under the Wert International (international insured items) additional service, to the amount of the liability agreed upon, but not exceeding EUR 5,000. The value limits pursuant to Section 2 (2), Items 7 and 8 shall remain unaffected.
 3. For the Nachnahme (cash on delivery) additional service, to the COD amount – admitted only for errors occurring during collection or transfer of the amount following delivery.
 4. For Warenpost International Tracked to a maximum of EUR 20; only for countries that offer item tracking right through to the recipient.
- (4) Otherwise, Deutsche Post shall assume no other liability unless required to do so by binding legal provisions. This shall also apply to claims resulting from the violation of collateral obligations and to all extra-contractual claims.
- (5) Claims as per (1) and (3) above shall be excluded if the sender has not made an application for enquiry within six months beginning from the day of posting the item.
- (6) The sender's liability, in particular as per the specifications of the Universal Postal Convention and the supplementary letter mail regulations, shall remain unaffected. The sender shall be liable above all for damage incurred by Deutsche Post or third parties as a result of dispatching excluded items pursuant to Section 2 (2) or as a result of a breach of the sender's obligations pursuant to Section 3. In this regard, the sender shall indemnify Deutsche Post from all third party claims, unless this is in breach of statutory limitations of liability.

7 Statute of limitations

In further application of Section 439 of the German Commercial Code (Handelsgesetzbuch, HGB), all claims within the scope of these GT&C shall be subject to a limitation period of one year. The limitation period shall begin at the end of the day on which the item was or should have been delivered.

8 Other provisions

- (1) The sender may neither assign nor pledge any claims against Deutsche Post; excepted from this shall be monetary claims.
- (2) The sender may offset their own claims against claims of Deutsche Post only if the former have become res judicata or are undisputed.
- (3) Deutsche Post reserves 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.
- (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, Germany.
- (5) General duty to inform pursuant to Section 36 of the German Consumer Dispute Settlement Act (Verbraucherstreitbeilegungsgesetz, VSBG): Deutsche Post shall be obliged to participate in dispute settlement procedures before a consumer arbitration board. Senders who post items as consumers under the standard conditions (GT&Cs) to recipients who are also consumers may call upon the consumer arbitration board for the purpose of settling disputes regarding rights and obligations in cases of loss, theft or damage of mail items or the infringement of individual rights accorded to them under a statutory regulation based on Section 18 of the Federal Postal Services Act (Postgesetz, PostG), if an agreement with Deutsche Post could not be reached.

The relevant consumer arbitration board is:
Schlichtungsstelle Post (Referat 318)
Bundesnetzagentur (Federal Network Agency for Electricity, Gas,
Telecommunications, Post and Railway)
Tulpenfeld 4
53113 Bonn, Germany
Website: [bundesnetzagentur.de/post-schlichtungsstelle](https://www.bundesnetzagentur.de/post-schlichtungsstelle)