

TERMS AND CONDITIONS FOR GLOBAL TRADE COMPLIANCE (PARCEL)

1. Scope

These Terms and Conditions for trade law compliance apply in addition to the Agreement pertaining to the transport of parcels ("Agreement") between the Sender and Deutsche Post AG as well as DHL Paket GmbH (hereinafter "DHL"), insofar as the Sender makes use of the agreed services of DHL for international transport.

In the event of any conflict between the provisions of these Terms and Conditions and the other provisions of the Agreement, the provisions of these Terms and Conditions shall apply, unless otherwise specified by mandatory statutory provisions or individual agreements.

2. Definitions

"Restricted Person" means any natural and legal person that is:

- a) listed on the Consolidated Financial Sanctions List of the European Union (CFSL) or an applicable governmental denied or restricted party list; or
- b) directly or indirectly owned 50% or more (including in the aggregate) or controlled as defined by applicable Trade Laws, or acting on behalf of a Person described in (a).

"Trade Laws" mean all laws, regulations and policies concerning economic sanctions, anti-boycott laws, restricted party lists, trade controls on the import, export, re-export, transfer of goods, services, technology or software, having the force of law, including those of the European Union and its member states, the United Nations, the United States of America (US) or any government laws applicable to a Party or to the Agreement.

3. Terms and Conditions for Global Trade Compliance

3.1 Mutual responsibilities

Each Party warrants that:

- a) It shall comply fully with all applicable Trade Laws in the performance of this Agreement.
- b) Neither it nor its holding company or companies is a Restricted Person.
- c) It will not involve any Restricted Persons directly or indirectly in the performance under this Agreement.
- d) It will promptly notify the other Party in writing if it becomes aware of a violation of applicable Trade Laws in performance of this Agreement.

3.2 Sole responsibility of Sender

Sender accepts and is solely responsible for:

- a) Disclosing any and all information necessary for DHL to handle Sender's shipments and provide the Service in compliance with applicable Trade Laws, including export control classification information for the shipment and copies of requisite authorizations;

- b) Export classifying the items, including software and technology, under the Service provided by DHL and determining whether the items are subject to any prohibitions or restrictions under applicable Trade Laws;
- c) Obtaining and furnishing to DHL any authorizations, licenses and permits required by applicable Trade Laws;
- d) Providing timely, complete, true and accurate information, in the format specified by DHL, for DHL to lawfully provide the Service; and
- e) Promptly notifying DHL of any errors or inaccuracies it identifies.

3.3 Acceptance of Sender

Sender accepts and agrees that:

- a) DHL does not act for or on behalf of Sender or its affiliates or any third party as
 - i. Exporter for export control purposes;
 - ii. Importer of Record or Exporter of Record for customs purposes; or
 - iii. applicant or holder of any authorization, license or permits required under applicable Trade Laws.
- b) Sender is responsible for securing and providing the necessary empowerments to DHL whenever required for customs representation.
- c) Separate agreement between Sender and DHL in writing and by country is required whenever representation of Sender or its affiliates by DHL in accordance with the above is legally not possible.
- d) DHL does not require information subject to Trade Laws to provide services and Sender will not provide such information to DHL unless separately agreed in writing and essential to provide the contractual obligation under this Agreement.

3.4 Termination rights

Notwithstanding any other provisions of the Agreement, each Party may immediately suspend or terminate this Agreement without liability on its part:

- a) in the event of any breach or failure of the other Party to comply with any of the conditions, representations and undertakings set forth in this section; or
- b) in the event any Trade Laws in any way prevent, restrict or prohibit performance of either Party's obligations as required by this Agreement.

3.5 Indemnification

To the extent permitted by law, each Party (the "Indemnitor") agrees to indemnify and hold harmless the other Party against any damages, claims and costs by any third party, including but not limited to reasonable attorney fees and any fines or penalties from relevant authorities resulting from the Indemnitor's negligent breach of this section.

Legal content as of: 01/2027