

TERMS AND CONDITIONS FOR THE CARRIAGE OF MEDICINAL PRODUCTS (PAKET)*

1. Scope

These Terms and Conditions for the Carriage of Medicinal Products 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 the transport of medicinal products.

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. Legal responsibility

(1) When shipping medicinal products, the Sender is responsible for choosing a DHL product that complies with the legal requirements for the carriage of medicinal products under applicable laws, including, but not limited to Directive 2001/83/EC ("Richtlinie 2001/83/EG"), the Medicinal Products Act ("Arzneimittelgesetz"), the Act on Pharmaceutical Services ("Apothekengesetz"), the Ordinance on the Operation of Pharmacies ("Apothekenbetriebsordnung"), the Guidelines on Good Distribution Practice of Medicinal Products for Human Use (2013/C343/01) ("Leitlinien für die gute Vertriebspraxis von Humanarzneimitteln (2013/C343/01)"), the Ordinance on the Trade in Medicinal Product ("Arzneimittelhandelsverordnung") and legal requirements for the protection of minors in their currently valid versions.

(2) When shipping medicinal products under the Agreement, the Sender is obliged to ensure that the respective service provided by DHL is sufficient to guarantee compliance with the legal requirements for the carriage of medicinal products in accordance with the applicable laws. In particular, the Sender shall ensure that shipments of medicinal products do not contain any particularly temperature-sensitive medicinal products for which it is necessary to validly demonstrate compliance with temperature requirements during transport until delivery to the recipient by means of accompanying temperature controls in accordance with applicable laws.

The Sender acknowledges that

1. the carriage of the medicinal product shipments handed over to DHL may involve temporary storage at the premises of DHL or its subcontractors before they are delivered to the recipient, and
2. DHL does not monitor shipments of medicinal products during transport, including temporary storage, to ensure compliance with a specific temperature range.

(3) The Sender must immediately inform DHL in writing if a competent court or authority determines that a shipment of medicinal products does not or did not comply with the legal requirements for the carriage of medicinal products.

(4) DHL provides services for the Sender in accordance with Section 2 of the General Terms and Conditions for the Carriage of Parcels, without differentiating between shipments of medicinal products and other shipments. DHL is not obliged to ensure or monitor compliance with the legal requirements for the carriage of medicinal in accordance with the applicable laws when transporting medicinal products.

3. The following medicinal products are excluded from carriage

Contracts of carriage for shipments of medicinal products shall only come into effect upon their handover by or on behalf of the Sender and their acceptance into the care of DHL or companies commissioned by it in accordance with the General Terms and Conditions applicable to the respective service pursuant to Section 1.2 of the General Terms and Conditions for the Carriage of Parcels, if the carriage of the respective pharmaceutical product is not excluded under the relevant General Terms and Conditions applicable to the respective service.

4. Liability and Indemnity

(1) Subject to any binding statutory provisions, DHL's liability in the case of the carriage of medicinal products shall be predicated upon section 5 of the General Terms and Conditions for the Transport of Parcels in conjunction with the General Terms and Conditions applying to the relevant service.

(2) The Sender shall be liable for any damage incurred by DHL or third parties as a result of a breach of the legal requirements for the carriage of medicinal products in accordance with the applicable laws. In this regard, the Sender indemnifies DHL from all third-party claims, unless this is in breach of statutory limitations of liability. Furthermore, the Sender shall be liable in accordance with section 5 of the General Terms and Conditions for the Transport of Parcels in conjunction with the General Terms and Conditions applying to the relevant service.

5. Termination

Notwithstanding Section 7 of the General Terms and Conditions for the Carriage of Parcels, DHL shall also be entitled to terminate the Agreement without notice for good cause if the Sender breaches their contractual obligation under Section 1.2.

Legal content as of: 01/2026

* This is a translation of the "Bedingungen für die Beförderung von Arzneimitteln (Paket)" in its version as of January, 2026, 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.