

GENERAL TERMS AND CONDITIONS FOR THE ONLINE ASSIGNMENT OF DOMESTIC AND INTERNATIONAL TRANSPORTATION OF SHIPMENTS AND WARENPOST – MERCHANDISE SHIPMENTS

(GT&CS ONLINE ASSIGNMENT)

1. Parties; Subject matter of the Agreement; Services of DHL

Deutsche Post AG, Charles-de- Gaulle-Str. 20, 53113 Bonn (Stationärer Vertrieb, Kruppstraße 74, 45145 Essen), and **DHL Paket GmbH**, Sträßchensweg 10, 53113 Bonn are acting on the part of the service provider (carrier). Deutsche Post AG and DHL Paket GmbH are hereinafter referred to, either individually or collectively, as “**DHL**”.

The client, hereinafter “**Sender**”, is a company within the meaning of section 14 of the German Civil Code (§ 14 BGB). A company within the meaning of section 14 §1 BGB is any natural person or corporate entity, who or which acts in pursuance of his commercial or independent professional activity, when entering the contract. As a **Sender** in the sense of section 407 German Commercial Code (§ 407 HGB), he commissions DHL on its own account with the **domestic and international transportation of parcels**.

Deutsche Post AG, as the leading company of Deutsche Post DHL Group, shall act on its own behalf and for its own account as the main freight carrier in the case of agreements pertaining to the Warenpost, Warenpost International – Merchandise shipments and international transportation of parcels, in either case including any value added services. In the case of (domestic) transportation of parcels within Germany including any value added services, Deutsche Post AG shall act on behalf of and for the account of its affiliated company DHL Paket GmbH.

Parcels and Warenpost hereinafter collectively are called as “shipments”.

2. Other Conditions of the Contract (GT&C)

The rights and obligations of both Parties, as far as not defined differently in this “General Terms and Conditions for the Online Assignment of Domestic and International Transportation of Shipments”, shall be contingent on the following General Terms and Conditions in the version applicable at the time (“GT&C”):

- for domestic transport: the General Terms and Conditions of DHL FOR THE (DOMESTIC) PARCEL/ EXPRESS SERVICE (GT&C PAKET/EXPRESS NATIONAL) (Allgemeine Geschäftsbedingungen der DHL PAKET/EXPRESS NATIONAL - AGB PAKET/EXPRESS national)
- for DHL PAKET INTERNATIONAL: GENERAL TERMS & CONDITIONS OF DEUTSCHE POST AG FOR THE INTERNATIONAL PARCEL SERVICE (GT&C DHL PAKET INTERNATIONAL)
- for Warenpost – Merchandise shipments: the GENERAL TERMS AND CONDITIONS OF DEUTSCHE POST AG FOR DOMESTIC MAIL SERVICES (AGB BRIEF NATIONAL)
- for Warenpost International – Merchandise shipments: the GENERAL TERMS AND CONDITIONS OF DEUTSCHE POST AG FOR INTERNATIONAL MAIL SERVICES (AGB BRIEF INTERNATIONAL)
- for DHL Europaket: the GENERAL TERMS & CONDITIONS OF DHL FOR THE EUROPAKET SERVICE (GT&CS EUROPAKET)

as well as pursuant to the **service specifications DHL Paket “Leistungsbeschreibung DHL Paket”** (DHL’s service description of the products, services and surcharges (domestic and international)) to be found in the Post & DHL Business Customer Portal at geschaeftskunden.dhl.de in the Support Center, section “GT&C & Contract documents”. The actual version of these GT&C amended from time to time form part of this “General Terms and Conditions for the Online Assignment of Domestic and International Transportation of Shipments” can be found at: dhl.de/annexes-business-customer-contract

3. Conclusion of Contract

The Sender submits his offer for the conclusion of the contract by clicking the order button. DHL confirms the receipt of the offer by submitting a confirmation via e-mail. The confirmation shall not constitute acceptance of the offer. If DHL accepts this offer, the Sender will receive an e-mail containing the login-data (ID and password) for the Post & DHL Business Customer Portal. That means the contract is concluded and the services of DHL can be used by the sender.

4. Services provided by DHL

DHL shall render the following services for the Sender as specified in the service specifications DHL Paket "Leistungsbeschreibung DHL Paket" in the Post & DHL Business Customer Portal at geschaeftskunden.dhl.de in the Support Center, section "GT&C & Contract documents". DHL shall notify the Sender of any changes.

Acceptance of the prepared shipments either at the Sender's premises or by a third party named by such Sender (collection) or at DHL retail outlets/agencies. Regular transportation and **delivery** to the intended recipient within the specified transportation period (**normal transit times**). DHL shall not be bound by a specific delivery period or date/time.

DHL is only obliged to carry out a **check of the parcels** upon entry to the first parcel center (serving the handover location), the last parcel center (serving the delivery location) and upon delivery to the recipient, in order to assure rapid and cost-effective transportation in the interests of both Parties. In the case of Warenpost – Merchandise shipments such check is carried out only upon delivery to the recipient and Warenpost International only with derivation in the country of destination.

5. Responsibilities of the Sender; preparatory work

Over and above his statutory obligations and the obligations stipulated in the aforementioned terms and conditions, the Sender shall perform the following preparatory work:

- Affix to the Shipments the **agreed address labels** including the customer code of which he has been notified as part of the ID code, produce and hand over the transportation documents in the proper manner and provide a clear, complete and (following an appropriate check of the street name and postal code) correct recipient address. This shall also include the correct reproduction of the respective product/service combinations, which serve to encrypt dispatch modalities and services pursuant to label and barcode specifications (e.g., for bulky goods or different regulations for Warenpost International according to the Developer Portal for Post & Paket Germany - developer.dhl.com).
- The Sender receives a **range of shipment numbers** from DHL. The range of shipment numbers required per year is determined in advance by the Sender vis-à-vis DHL on the basis of his shipment quantity. The Sender will ensure that the shipment numbers are not repeated in a period of less than one year. He will inform DHL immediately as soon as it is foreseeable to him that the number range for the respective year might not be sufficient. Irrespective of the foregoing, the Sender will not hand over another shipment with an identical shipment number to DHL for carriage within one year. In justified exceptional cases, DHL reserves the right to require the sender to immediately deposit a number range corresponding to its shipping needs in its shipping system. DHL draws the sender's attention to the fact that in the case of repeated shipment numbers within a year, shipment tracking may be technically limited or impossible.
- **Affix the barcode:** the barcode generated and the text information may be transferred to the company's own customer file and stored there. The Sender shall undertake to use only the current version of the postal routing data from the date specified to generate the barcodes and to print out the barcodes with at least quality grade B pursuant to ISO/IEC 15416. The Sender shall use the data that DHL provides for generating barcodes for dispatch preparation purposes solely for sending parcels and Warenpost (International) – Merchandise shipments. Using the data for maintaining addresses (update addresses lists, etc.) is expressly forbidden
- The Sender shall **notify DHL well in advance** pursuant to section 5 § 3 of DHL's General Terms and Conditions for Electronic Data Interchange via the agreed electronic interface (EDI) of the parcels to be send. The specific rights and duties of the parties on the electronic exchange of data shall be governed by the respective current version of the "General Terms and Conditions of DHL for the Electronic Data Interchange (EDI-Conditions)", and the "EDI Specification", as set out at the Developer Portal for Post & Paket Germany at developer.dhl.com.
- Weigh each parcel on calibrated scales and **record the weight**, rounded up to the nearest 100g, in the carriage documents for the purpose of determining the remuneration; in case Sender omits such documentation DHL is entitled to presume the agreed maximum weight for the parcels concerned and to invoice these accordingly. In case of deviations between the weight declared by the sender and the actual weight measured by DHL, the post-clearance recovery parcel fee and an expense allowance (collection fee or blanket charge) will be charged by DHL. The same applies to Warenpost – Merchandise shipments and Warenpost International in case the maximum weight or dimension is exceeded and the respective shipment is still being transported by DHL. When determining the actual weight, DHL uses calibrated scales, rounds up to the nearest 100g and deducts a voluntary tolerance. The amount of the tolerance is to be taken from the respective invoice. If transport and weighing on scales equipped with a conveyor belt is only possible with a conveyor aid, the weight of this conveyor aid is deducted from the determined weighing result at 700 grams (incl. tolerance) (corresponds to Tara). A conveyor aid in this context is a container that allows the transport of the parcel on the conveyor belt of the scale.

- Observance of the maximum dimensions and weights defined in the ratecards. Parcels beyond the defined maximum dimensions and / or weights are returned to the sender.
- Submit (post) **parcels using the services “Transportversicherung”** (Additional Insurance) at DHL retail outlets and agencies. Parcels posted with the service Transportversicherung 2.500 EUR (€2,500 Additional Insurance), using the collection procedure shall be handed over by the Sender separately and with an individual receipt for each item, in order to ensure that they are recorded accurately and handled correctly. Posting of shipments with “Transportversicherung” 25.000 EUR (€25,000 Additional Insurance) services using the collection procedure is not permitted. Any dereliction of the Sender’s duty shall lead to an exclusion of liability and insurance for these parcels.
- The Sender has to insure, that the **outer packaging may not give any indication of the content of the shipment**. It is not permitted to indicate the contents of the shipment on the packaging, for example by means of a product illustration or a conspicuous label. The Sender may only use neutral cardboard boxes and closures. It is permitted that the company name or the logo or brand of the Sender appear on the packaging or adhesive tape.
- The Sender may post **hazardous goods** only in domestic parcels and Warenpost – Merchandise shipments– not in international parcels and Warenpost International – and only within the framework of the “Regulations on the postal conveyance of dangerous substances and items” (small quantities pursuant to the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR)). For parcels and Warenpost – Merchandise shipments–, part 2 “DHL PAKET and letter-like items national” shall apply. These regulations are an essential part of this contract in their current version at the time of posting and can be viewed at [dhl.de/gefahrgutregelungen-en](https://www.dhl.de/gefahrgutregelungen-en).
- When sending goods, which - in accordance with the **provisions governing youth protection** - are subject to minimum age verification prior to delivery, the Sender is obliged to select the mode of delivery that in his/her opinion corresponds to the legal requirements. This can be arranged through the use of appropriate DHL delivery services (e.g. verification of the age and/or identity of the recipient).

The Sender shall not be able to derive any legal claim for future cases from deviations from the standard process which, on the Sender’s instructions, lead to additional services from DHL beyond the agreed upon extent. DHL reserves the right to charge the Sender for the costs incurred in implementing the instructions (expenses and reasonable remuneration) pursuant to section 418, §1 of the German Commercial Code (§ 418 Abs. 1 HGB).

The **settlement of claims in case of loss**, damage or the culpable breach of other contractual duties arising from and in connection with shipments transported exclusively within Germany shall take place only between the Sender and DHL. Therefore, the parties agree to the exclusion of corresponding rights of the recipient according to section 421 (1) sentence 2, 3 HGB for these shipments. In the event of a complaint by the recipient, DHL will refer the recipient to contact the Sender and reject the recipient’s claims. The Sender is entitled to assign its rights to the recipient for individual shipments. In deviation from section 6.1, the Sender does not require DHL’s consent for this.

6. Remuneration and settlement

The Sender shall pay the prices stipulated in the “Services and Prices” directory (“PRICES AND ADDITIONAL FEES – DOMESTIC DISPATCH - DHL PAKET AND RETOURE”, “DHL PAKET INTERNATIONAL TARIFF INFORMATION”, “PRICES AND SERVICES WARENPOST – MERCHANDISE SHIPMENT – NATIONAL DISPATCH”, “WARENPOST INTERNATIONAL TARIFF INFORMATION” and “DHL EUROPAKET TARIFF INFORMATION AT A GLANCE”) for the services performed by DHL. The prices pursuant to the “Prices for Services” (found in the Post & DHL Business Customer Portal at [geschaeftskunden.dhl.de](https://www.geschaeftskunden.dhl.de) in the Support Center, section “GT&C & Contract documents” valid at the time of posting shall apply to any services in addition to the transportation of Shipments (Services).

All **prices are subject to statutory value-added tax** where applicable. According to German VAT-Guidelines (Sec. 4.3.4. par. 3 Umsatzsteuer-Anwendungserlass) the VAT-exemption of transportation to countries outside the European Union is only applicable where the transport services are rendered directly to the consignor or the consignee („Versender oder Empfänger”) of the consignments. DHL, when applying the VAT-exemption, must prove by means of documentation – i.e. confirmation of the Sender to be “consignor” or “consignee” in the meaning of the VAT-Guidelines – that the conditions of the VAT-exemption are met. The sender confirms this by submitting a true and complete sender’s confirmation. As long as DHL has not been supplied with such confirmation, DHL will not treat the aforementioned services as VAT-exempt.

The remuneration specified in the price list shall be predicated upon the **shipment structures** (quantities, weights, volumes, etc.) which are anticipated and specified in the Annex for the individual products/services/special services for any period of twelve months. In the event that the Sender should significantly deviate from such anticipated shipment structure, for any period of three months, either party may, within one month of the detection of the deviation, request an adjustment of the future remuneration to the actual shipment structure. Any party may also request an **adjustment of the future remuneration** if on the basis of verifiable facts it can be foreseen that the expected shipment structure will change significantly. The sender is obliged to notify DHL of significant changes in its expected shipment structure.

DHL shall notify the Sender of any **adjustments to prices**. Such adjustments shall be deemed approved in the event that the Sender should fail to lodge an objection against the same within one month of receiving the relevant notification. Otherwise, the agreed prices shall continue to apply. In this case, the Agreement may be terminated by either Party giving

notice of four weeks to the end of a month. The above and following special price adjustment regulations remain unaffected in their scope of application.

Events beyond DHL's control may result in changes to the effective cost of carriage. Such events may include, but are not limited to, the introduction or modification of taxes, fees and levies, state-imposed transport restrictions, price changes in personnel expenditure imposed on DHL under collective agreements or by law, changes to fuel prices, or changes in statutory liability. Such events include all cases of **Force Majeure** according to section 8. DHL is entitled in such events to adjust its prices at the earliest five (5) working days after such notification explaining the impact on the cost of carriage by DHL to the sender.

DHL may shorten agreed payment terms if there are reasonable doubts about the creditworthiness of the shipper. Furthermore DHL is entitled to provide outstanding transport or services only against advance payment or deposit if, after concluding the Agreement, circumstances come to DHL's attention that may substantially reduce the **creditworthiness** of the Sender and jeopardize the payment of DHL's outstanding receivables by the Sender from individual orders of this or other master agreements with DHL. Until full payment is made by the Sender, DHL is entitled to exercise its Leistungsverweigerungsrecht (right to withhold performance) pursuant to section 320 of the German Civil Code (§ 320 BGB).

The payments by the sender are made by means of decadal debiting of amounts due via SEPA basis debit note. To this end, the sender issues DHL with a SEPA mandate as part of the online contract conclusion process. The payments are debited from his own account at the time stated on the invoice (pre-notification). The invoice and pre-notification are usually available for electronic download on the Post & DHL Business Customer Portal on the day the invoice is issued (at least one day before the debit is made). The agreed method of payment is direct debit.

7. Term of this Agreement and termination

This Agreement shall be concluded for an unspecified time. This Agreement may be terminated by either Party giving notice of four (4) weeks to the end of a month.

The right of both Parties to terminate this Agreement for good cause, including termination without notice where applicable, shall remain unaffected. Good cause is shown in the case of payment default in spite of a reminder or in the event that one Party negligently breaches a major obligation under this Agreement and, notwithstanding a notice stipulating a reasonable period of time, fails to rectify such breach within such period of time. This shall also include the Sender's continued posting, despite having been warned, of goods that are excluded from transportation or are otherwise non-compliant with DHL's terms and conditions of posting.

If, over any 12-month period, fewer than 200 shipments have been handed over to DHL for carriage on the basis of this agreement, this agreement shall terminate at the end of that period without further separate notice of termination by either party.

Any **representation** to this Agreement (e.g. termination, reminder, waiver, notifications, including contract amendments) shall not be valid unless they are submitted in **text form** (section 126b German Civil Code - § 126b BGB). DHL will regularly send such representations via the Post & DHL Business Customer Portal or by EMAIL.

8. Force Majeure

Force majeure is any **external event outside the reasonable control** of either party that cannot be avoided even by exercising the utmost diligence and attention, and the consequences of which cannot be prevented by reasonable means, in particular acts of war, terrorist attacks, civil disturbances, natural disasters, pandemics, epidemics, any information security-related threats including cyber-attacks attacks and industrial action. The situation and possible consequences of force majeure, e.g. closures of national borders, interruptions in global or regional freight traffic and other logistics services, are beyond DHL's sphere of influence whilst causing far-reaching operational and economic consequences for DHL. DHL therefore reserves the right to **change its transport services in whole or in part, to modify its work process** and - under the conditions of section 6 - the agreed prices or to take other measures to adapt the business operations to the current situation. The foresaid is applied in order to be able to meet the obligations towards all customers under such circumstances to the maximum extent possible. DHL will no longer maintain measures taken once and insofar as the situation of force majeure and its effects have been remedied (including a reasonable startup period).

DHL is **relieved from any liability** arising from or related to the contract if and insofar as the liability was caused by force majeure with DHL not being responsible for the causality underlying the liability otherwise.

If DHL is impeded from fulfilling its obligations modified, changed or adapted in accordance with this section 8 for more than 30 consecutive days, each party has the right to **terminate the contract without notice**.

Both Parties will use all reasonable endeavors to mitigate the effects of Force Majeure on the performance of the Agreement. For the avoidance of doubt, a close down of IT systems, sectors or segments thereof due to an information security-related threat or attack shall always be deemed to be a **mitigation action**.

9. Data protection, Confidentiality, Information Security

Each Party shall comply with all applicable **data protection, privacy** and similar laws as may be required by applicable law.

Apart from the aforementioned parties' rights and duties, the parties **shall keep** the remuneration conditions and information transmitted during the contractual term and marked as confidential, **secret**. The parties will not pass it on to third parties without the express consent of the respective other party. Affiliated companies of the parties within the meaning of sections 15 et seq. of the German Stock Corporation Act (§§ 15 ff. Aktiengesetz), their employees and subcontractors shall not be regarded as third parties insofar as they require the information to fulfill the agreement and as they are obliged to keep secrecy accordingly. The transfer of information within the scope of either party's legal obligations, e.g. to competent supervisory or tax authorities, shall remain unaffected.

The Sender warrants that it is entitled on a legal basis (e.g. by consent) to provide DHL with the email address and any other contact data of its customers for the purpose of **informing the recipient** about the respective parcel and to fulfill legal obligations (for example, information to customs authorities). In the event of unauthorized disclosure of personal data by the Sender to DHL, the Sender shall indemnify DHL upon first request against claims asserted by third parties, in particular by recipients, insofar as DHL has processed the data in accordance with the contract. DHL shall also be entitled to obtain information on the Sender's creditworthiness to the extent that is customary in the industry (e.g. from banks, credit bureau, debt collection agency).

DHL ensures that it maintains appropriate security measures in line with International Standard Organization ISO 27001/2013. This is DHL's entire obligation regarding the **security of Sender's Information** and DHL's IT-systems in connection with Sender's use of DHL's Services. Sender is responsible for maintaining back-up copies of its Information and protecting its own IT-Systems.

10. Other provisions

The **sale of parcel postage stamps and/or label to a third party** and/or their use by third parties **shall not be permitted**. For each case of infringement DHL shall have the right to demand compensation of €10 per parcel postage stamp. The Sender shall be entitled to prove that DHL incurred no damage or considerably less damage. DHL shall be entitled to prove greater damage.

The **assignment** on the part of the Sender of any rights deriving from this Agreement and the transfer of such Agreement in its entirety shall require the prior consent of DHL. DHL shall be entitled to transfer rights and obligations from this Agreement to companies affiliated with DHL and to transfer this Agreement in its entirety following notification to the Sender. DHL shall be entitled to assign its claims against the Sender to banking institutions even without such notification; in this case, the accounts receivable management shall remain with DHL: Deviating from section 407 German Civil Code (§ 407 BGB), the Sender shall continue to pay all charges to DHL and all other terms of payment for the Sender shall remain unchanged.

DHL Paket GmbH und Deutsche Post AG – as of 10/2023