

# General Terms and Conditions of Deutsche Post AG for the International Letter Mail Service (Allgemeine Geschäftsbedingungen der Deutschen Post AG BRIEF INTERNATIONAL (AGB BRIEF INTERNATIONAL))

## Section 1 Scope of application and legal basis

(1) These General Terms and Conditions, hereinafter referred to as "GT&C", shall apply to contracts with Deutsche Post AG and its affiliated companies, hereinafter referred to as "Deutsche Post", concerning the cross-border forwarding of letters and letter-like items, hereinafter referred to as "items". Their scope of application includes specifically agreed special and auxiliary services. In particular, they cover the following products and services:

1. Letters, postcards, aerogrammes, international "Infopost" items, "Infobrief International" items, international press and books, items of literature for the blind, and letters at kilo-rates; (*letter items*),

2. International small packets, economy small packets and premium small packets; (small packets),

3. International insured (Wert International), registered (Einschreiben), delivery to the addressee in person (Eigenhändig), advice of delivery (Rückschein), cash on delivery (Nachnahme), international express (Eil International), international business reply service (internationale Werbeantwort), international reply coupon (internationaler Antwortschein), address verification/ information (Anschriftenprüfung/-mitteilung); (*value added services*) and

4. The redirection of letter items and small packets.

(2) In addition to these GT&C, the following shall apply: the current editions of the "Leistungen und Preise" (Services and prices) directory, and the brochure "Weltweit ganz einfach mehr erreichen" (International mail services), which are available for consultation at the retail outlets of Deutsche Post. In addition, special service specifications and transport terms and conditions apply which are referred to in the Services and prices directory in general, or in special cases communicated directly to the sender.

(3) Unless otherwise set forth in - with the following priority - mandatory legal regulations, written individual agreements, the special terms mentioned in (2) above and these GT&C, the Universal Postal Convention (UPC) and its supplementary agreements (in particular the Letter Post Regulations, and the Cash-on-Delivery Agreement), hereinafter referred to as *UPU Acts*, in the versions valid at the time, shall apply.

## Section 2 Contractual relationship – establishment and exclusions

(1) Prior to the conclusion of the transport contract, the sender shall be obliged to declare whether the shipment contains items excluded under the provisions set forth in (2) ("excluded items"). Deutsche Post hereby declares that it shall not enter into any contracts concerning the transport of excluded items. Counter employees, mail carriers, drivers and other, non-managerial employees of Deutsche Post and other vicarious agents are not authorized to conclude contracts concerning the transport of shipments containing excluded items. Deutsche Post only accepts that transport contracts shall be concluded by the handover of items by or on behalf of the sender and their acceptance into the care of Deutsche Post or a company commissioned by Deutsche Post (posting or pick-up) if the shipment does not contain excluded items. The sender may not construe the acceptance of shipments containing excluded items as an acceptance of his offer to conclude a transport contract. **Any provisions diverging from the present GT&C may only be agreed by executive employees and in writing. Any General Terms and Conditions of the sender that are to the contrary are hereby expressly contradicted.**

(2) Excluded items are:

1. Items whose content, exterior design, transport or storage violates a legal or official prohibition, in particular statutory export, import or customs provisions of the countries of origin, destination or transit, or which require special facilities (e.g. for temperature-controlled goods), safety precautions or permits; these include items or goods whose transport is prohibited according to the UPU Acts;

2. Items whose contents or exterior consistency could injure or infect persons or cause material damage;

3. Items containing live animals, animal carcasses or parts thereof, body parts or mortal remains of persons, with the exception of invertebrates such as queen bees and insects intended as animal feed provided the sender takes all precautions necessary to ensure that the animals are transported safely, without any harm and without necessitating any special handling.

4. Items containing narcotics or intoxicants;

5. Items whose transport and/ or storage is subject to provisions concerning dangerous goods; this also applies to all those goods which are not completely unrestricted according to the IATA and ICAO dangerous goods regulations in the versions valid at the time;

6. Items with a useable value of over €25,000; the limitations on liability as per Section 6 shall remain unaffected by this limit;

7. Items that contain money or other means of payment, precious metals, jewellery, clocks/ watches, precious stones or other articles of value, or securities for which no stoppage or public notice and replacement procedure can be carried out in the event of damage. Exceptionally, some particularly valuable items are allowed, but only where sent by the International insured special service and specified in the brochure "Extrawünsche einfach erfüllt: Mit Zusatzleistungen International" (International value added services):

a) Class II valuables up to the maximum value given in the brochure "Zusatzleistungen. Land für Land" (Value added services, country by country) for the specified country, and in any case not over €500,

b) Class I valuables up to a useable value of €25,000. In addition, registered items that contain postage stamps and telephone cards up to a useable value of €25,000, individual travel tickets and individual entrance tickets are permitted.

8. Items that are not prepaid, or insufficiently prepaid, posted with the intention of taking advantage of the shipment service without paying the charge due for this.

(3) Should an item by its nature (size, format, weight, contents etc.) or in another way not comply with the terms set forth in Section 1 (2) or with these GT&C, Deutsche Post shall be entitled,

1. to refuse to accept the item or

2. to return or keep ready for collection an item that has already been handed over/ accepted or

3. to transport this without informing the sender and to levy an appropriate charge as per Section 5 (3).

The same shall apply if there is suspicion of excluded items or other contractual violations and the sender refuses to comply with Deutsche Post's request for information.

(4) For cases where Deutsche Post only becomes aware that the item contains excluded goods after it has been handed over, or if the sender refuses to provide information when requested to do so by Deutsche Post on suspicion of excluded goods, Deutsche Post hereby declares that it shall challenge any transport contract that **may** have come into being on grounds of willful deceit. Deutsche Post is not obliged to inspect goods excluded as per (2) above; however, it is entitled to open and inspect items upon suspicion that they may contain excluded goods. The sender may not derive any rights pertaining to the possible conclusion of a transport contract, the handling, the charge due, liability etc. from the acceptance and transport without objection of his item, even if he has marked the item to indicate that, by virtue of its nature, it falls under the provisions of (2) or (3), or if he has indicated the presence of excluded items in any other way.

## Section 3 Sender's rights and obligations

(1) Sender's instructions to treat an item in a certain way are only binding if they are issued in accordance with the procedure specified in the Services and prices directory (*sender's instructions* (Vorausverfügungen)). The sender shall have no claim to compliance with his instructions if they were issued to Deutsche Post after the handover/ acceptance of the items.

(2) Termination by the sender after handover/ acceptance of the items into the care of Deutsche Post shall be excluded.

(3) It is incumbent upon the sender to select a product of Deutsche Post or its affiliated companies that provides the most appropriate

level of liability or insurance cover in the event of loss, damage or other improper performance.

(4) The sender shall be obliged to mark the item sufficiently, but the outer packaging, with the exception of packaging for items sent "international insured", must not allow conclusions to be drawn concerning the value of the goods. He shall package them in such a way that they are protected from loss and damage, and cannot cause any damage to Deutsche Post or third parties. Further details are contained in the special service specifications and transport terms and conditions as per Section 1 (2).

(5) The sender shall be obliged to comply with the export and import regulations as well as with the customs regulations of the countries of origin, destination and transit. He shall truthfully and fully fill in the necessary accompanying documents (customs declaration, export permits etc.) and enclose them with the item.

(6) Deutsche Post shall assume no responsibility for the contents of the items and documents. Rather, the sender shall bear the sole responsibility and the risk for all consequences resulting from the dispatch of goods, prohibited by these GT&C or by other provisions, to foreign countries and from violations of such regulations.

#### **Section 4 Services provided by Deutsche Post**

(1) Deutsche Post shall transport the items and hand them over to the participating foreign companies for further transport and delivery to their respective addressees. There shall be no obligation to observe a certain delivery period or a certain delivery time, unless the special terms referred to in Section 1 (2) contain divergent provisions for particular products.

(2) Deutsche Post shall give the sender confirmation of acceptance of items for the value added services International insured (Wert International), registered (Einschreiben), cash on delivery (Nachnahme), advice of delivery (Rückschein) and delivery to the addressee in person (Eigenhändig).

(3) Deutsche Post shall transport items returned to it by foreign companies (e.g. undeliverable items) back to the sender in Germany, and shall deliver them to the domestic address indicated, provided that the sender has issued instructions to this effect. Delivery of these items (return to sender) shall be subject to Section 4 of the General Terms and Conditions of Deutsche Post for the Domestic Letter Mail Service (Allgemeine Geschäftsbedingungen der Deutschen Post BRIEF NATIONAL (AGB BRIEF NATIONAL)), provided that no other special provisions are set forth in the present GT&C.

(4) Where an item returned as per (3) cannot be delivered to the sender, Deutsche Post shall be entitled to open it. If it is impossible to determine the sender or another authorized proxy, or if there are other reasons that make the return of the item impossible or not reasonably possible, Deutsche Post shall, after a reasonable period has elapsed, be entitled to utilize the item in accordance with statutory provisions. The statutory provisions allow Deutsche Post to utilize items immediately if the sender refuses to take them back. Deutsche Post may immediately destroy unusable and perished goods, or items as defined by Section 2 (2) nos. 2, 3 and 5.

(5) Upon application by the sender or the addressee, Deutsche Post will 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.

#### **Section 5 Charges**

(1) For each service the sender shall be obliged to pay the relevant charge listed in the Services and prices directory or a different price list.

(2) The sender must pay the charge in advance, at the latest at the time of posting the item (*prepayment*), as long as the terms specified in Section 1 (2) do not contain other terms of payment.

(3) In addition to the transport charge, the sender must reimburse Deutsche Post for all costs that Deutsche Post has advanced in the interest of the sender for transport (customs duties, export and import duties, presentation to customs charges etc.). In this context, the sender shall exempt Deutsche Post from all third party claims. Moreover, the sender shall reimburse Deutsche Post for the costs it incurs from returning the items as per Section 4 (3) (return charges, presentation to customs charges, packaging and storage charges etc.).

#### **Section 6 Liability**

(1) Deutsche Post shall only be liable for loss, theft and damage to items complying with these conditions, or culpable improper performance of other contractual duties within the scope of direct damage typical of such contracts and up to certain maximum amounts as per Section 3.

(2) Deutsche Post is exempt from liability under paragraph (1) where damage results from circumstances that it could not avoid even with the greatest care, and whose consequences it could not prevent (e.g. strikes, force majeure, seizure of goods). The same applies to damage attributable to culpable or negligent behavior on the part of the sender, any violation of the obligations set out in Section 3 (3), the nature of the contents or any other legal exclusion of liability, in particular those covered by Article 35 (2) of the Universal Postal Convention. Deutsche Post shall not be liable for excluded items as per Section 2 (2).

(3) Deutsche Post's liability as per (1) above shall be limited to the following maximum amounts:

1. For registered items, as per Article 34 (2.1) of the Universal Postal Convention in conjunction with RE 701 (4) of the Letter Post Regulations, 30 IMF special drawing rights (SDR) for each item;

2. For international insured items, as per Article 34 (5.2) of the Universal Postal Convention, the insured value, up to the maximum allowed in the country of destination as specified in the brochure "Zusatzleistungen. Land für Land" (Value added services, country by country);

3. For items with cash on delivery - only for errors occurring during collection or transmittal of the amount following delivery: the COD amount.

(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 inquiry within six months beginning from the day of posting the item.

(6) The sender's liability, in particular as per Article 36 of the Universal Postal Convention, shall remain unaffected. The sender shall assume liability above all for damage or loss resulting to Deutsche Post or third parties from the dispatch of excluded goods as per Section 2 (2) or the violation of his obligations as per Section 3. In this context, the sender shall exempt Deutsche Post from all third party claims, where this does not run counter to any legal limitations on liability.

#### **Section 7 Statute of limitations**

All claims within the scope of application of these GT&C shall become statute-barred following a period of one year. The statute of limitations shall commence at the end of the day on which the item was delivered or should have been delivered.

#### **Section 8 Other provisions**

(1) The sender shall not be able to assign or pledge claims against Deutsche Post other than monetary claims.

(2) The sender shall only be able to offset legally valid or uncontested receivables against claims by Deutsche Post.

(3) Bonn shall be the exclusive place of jurisdiction for legal action involving merchants, legal persons under public law, or special funds subject to public law resulting from agreements based on these GT&C.

(4) In the event of a dispute, the German version of the present GT&C shall apply.

As at 01.01.2005