

DHL eCommerce General Terms and Conditions – International Transport and Delivery Services

1. Definitions

“**DHL eCommerce Subs**” mean the subsidiaries of Deutsche Post AG that provide international mail services by or on behalf of Deutsche Post AG.

“**DPAG**” means Deutsche Post AG.

“**E-Commerce Related Services**” mean e-facilitation and e-fulfillment Services as offered by DPAG or DHL eCommerce Subs.

“**E-Facilitation Services**” include but is not limited to web-shop or store management, including program and order management services as well as operation and maintenance of customer’s web-shop or store, including product listing, online sales, customer relationship management, customer service support and coordination of contacts with third party service providers as individually agreed between the Parties.

“**E-Fulfillment Services**” include but is not limited to storage and fulfillment services as individually agreed between the Parties.

“**GTC**” means these terms and conditions of DHL eCommerce.

“**CMR**” means the Convention on the Contract for the International Carriage of Goods by Road.

“**Montreal Convention**” means the Convention for the Unification of Certain Rules for International Carriage by Air.

“**Warsaw Convention**” is the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed on 12 October 1929.

“**Recipient**” means the addressee to whom the shipment is sent.

“**Parties**” refers to Sender and DPAG respectively DHL eCommerce Subs, as the case may, depending on the circumstances and the details of the individual case.

“**Sender**” means the party receiving delivery services from DPAG and/or DHL eCommerce Subs in accordance with a respective agreement.

“**Shipment**” means one or more letter mail or parcel items containing goods or press items or dialogue marketing material which the Sender hands over to DHL eCommerce Subs or DPAG, respectively, and which may be transported and delivered by any means of transport selected by DPAG, whether by air, road or any other means of transport. Each such shipment is transported under limited liability pursuant to these General Terms and Conditions.

“**Prohibited Goods**” have the meaning as defined in Section 4 of these GTC.

“**UPUC**” stands for Universal Postal Convention and the supplementary documents as applicable in the latest version.

2. Scope

- (1) These GTC shall apply to all agreements between DPAG or DHL eCommerce Subs, respectively, with the Sender regarding the transport and delivery of mail and parcel shipments and any possible ancillary E-Commerce Related Services, unless otherwise agreed in writing by a sufficiently authorized representative of DPAG or DHL eCommerce Subs. Unless otherwise stipulated in these GTC, all provisions relating to DPAG apply to mentioned.

- (2) For the transportation and delivery of letter mail items, the Terms and Conditions of Deutsche Post AG for International Letter Service (in German “**AGB Brief International**”) shall apply on a secondary basis, and for the transportation of parcels, the Terms and Conditions of Deutsche Post AG for International Parcel Service (in German “**AGB Paket International**”) shall apply on a secondary basis, unless otherwise stipulated in these GTC. In addition to the general terms and conditions cited in this Section 2 (2), any conditions comprised in specific service descriptions and referenced in the offer or the individual contract as well as any terms and conditions set out in the brochure “International Mail Dispatch: Important Information on Design and Posting” and in the brochure Service and Charges (in German “**Leistungen und Preise**”) shall apply additionally.

Notwithstanding the conditions referenced in this Section 2 (2) and/or these GTC, the UPUC, the CMR, the Montreal Convention or the Warsaw Convention may apply in the individual case, as applicable under consideration of the specific mode of transport for the Shipment.

- (3) As far as the Parties have agreed on additional E-Commerce Related Services, the following shall apply: For E-Fulfillment Services the General Forwarders Terms and Conditions (in German “**AdSP – Allgemeine Deutsche Spediteursbedingungen**”) and, to the extent the General Forwarders Terms and Conditions are not applicable, the Logistics Terms and Conditions (in German “**Logistik-AGB**”) shall apply. For E-Facilitation Services, the Logistics Terms and Conditions shall apply, provided always that any individual terms and conditions agreed upon by the Parties in a specific customer agreement shall take precedent.
- (4) These GTC and all brochures and general terms and conditions of business referenced here in shall apply in their respective latest version and are available online under www.deutschepost.com/en/businesscustomers/tac.html or may be obtained from DPAG directly upon request.
- (5) The Sender’s general terms and conditions shall not apply and are herewith explicitly excluded, even if DPAG has accepted the Sender’s Shipment without contradiction in the individual case. Deviating terms and conditions shall be agreed in writing.

3. Agreement and Services

- (1) Contracts regarding transport and delivery of Shipments are concluded between the Sender and DPAG or DHL eCommerce Subs, respectively, either in written form or by way of hand-over of the Shipment and acceptance of the same for transport and delivery in accordance with these GTC.

- (2) DPAG accepts Shipments for transport and delivery from the Sender at the sites of DPAG or DHL eCommerce Subs, or picks up such Shipments at agreed sites of Sender, in order to deliver such Shipments to the Recipient directly or have them delivered by another postal or alternative service provider.
- (3) The Sender shall label the Shipments correctly and provide all necessary details to enable DPAG to perform the services including transport and delivery, settling of damages claims and/or return of the goods, as may be due in the individual case.
- (4) DPAG shall accept special instructions from the Sender for Shipments only if these instructions are notified in the agreed form or in a separate agreement between the Parties. The Sender is not entitled to demand that instructions are being followed if they are issued only after the Shipment has been handed over for transport and delivery.
- (5) Routing and any deviation from any routes, including the possibility that the Shipment will be transported via interim stops, shall always be at the sole discretion of DPAG.

4. Shipments

- (1) DPAG shall not undertake the transport and delivery of items, which DPAG is unable to transport securely, which are prohibited or the transportation of which is prohibited or which are illegal goods for other reasons (collectively "Prohibited Goods"), and it is hereby agreed that DPAG shall have no liability whatsoever for any such item. Prohibited Goods include, but are not limited to:
 1. Shipments the content, external form, transportation or storage of which violates a statutory prohibition or a prohibition by a public authority, in particular – but without limitation – regulations regarding export, import or customs law of the countries of origin, destination or transit, or goods for which special equipment (e.g. for temperature-controlled goods), safety precautions or authorizations are required; Shipments or items the transportation of which is prohibited or is subject to special restrictions under Universal Postal Convention, IATA or ICAO rules;
 2. For clarity, also Shipments the transportation and/or storage of which is subject to hazardous goods regulations; likewise excluded are all goods that are not completely free from restrictions under current IATA and ICAO hazardous goods regulations; and
 3. Shipments the content of which violates intellectual property rights, including forged or unlicensed copies of products (brand piracy);
 4. Shipments the content or external characteristics of which may cause injury to or infection of persons or damage to property;
 5. Shipments containing live animals or human remains; with the exception of invertebrates if and where permitted under the provisions of the UPUC such as queen bees;
 6. Shipments containing narcotics or intoxicants;
 7. Shipments with an actual value of over EUR 25,000; Notwithstanding the value limits set out herein, Ship-

ments containing cash or other methods of payment, precious metals, works of art, jewelry, watches, precious stones or other valuables or securities, for which there can be no blocking, or no cancellation and replacement proceedings in the event of their loss, shall only be permitted, if and up to the threshold permitted in DPAG's valuables policy, set forth on www.dhl.com. In particular, but without limitation, for parcels a value threshold for valuable goods amounting to EUR 500 exists, which however may vary in the individual case from destination country to destination country (see list of countries on www.dhl.com). Letter mail items with valuables are only permitted as value letter, insured or registered letter, subject to the terms and conditions in Service and Charges or on www.dhl.com and up to the value limits set out there.

8. Unfranked or insufficiently franked Shipments and Shipments posted with the intention of fraudulently obtaining the transport service without paying for it;
9. Shipments that contain weapons, especially firearms, or parts thereof, imitation weapons or ammunition;
10. Shipments addressed to natural or legal persons named on sanction lists or shipments forwarded to countries subject to an embargo;
11. Shipments which contain obscene or pornographic articles.

- (2) The Sender warrants that the Shipment does not contain any Prohibited Goods and has been correctly packaged and is appropriately protected. Notwithstanding any other rights of DPAG, the Sender shall indemnify DPAG from any liability for third-party claims resulting from the transportation of Prohibited Goods or other inadmissible or unlawful goods. The contractual liability of DPAG for its own conduct and for its vicarious agents remains unaffected. The Sender shall not derive any rights regarding any conclusion of a contract on the basis of the mere uncontradicted hand-over of a Shipment, even if the Sender attaches a label to the Shipment in question or otherwise draws attention to its characteristics in accordance with this Section 4.
- (3) If a Shipment contains a Prohibited Good or the Shipment – because of its nature (size, format, weight, contents, etc.) or for other reasons – does not comply with the GTC mentioned in Section 2 above or with the other provisions of these GTC, DPAG shall be entitled to
 1. refuse acceptance the Shipment or,
 2. if the Shipment has already been handed over, return it or store it until its collection, or
 3. transport the Shipment without notifying the Sender and, if necessary and/or required by law, to choose a different route (e.g. by road and sea instead of by air freight as planned) and to invoice for any additional costs incurred as a result.

The same applies if it is only suspected that the Shipment contains Prohibited Goods or that there are any breaches of contract and the Sender fails to comply with DPAG's request to supply information.

- (4) DPAG is not obliged to check the Shipment for exclusions within the meaning of Section 4 (1) and (2) of these GTC. However, if it suspects that the Shipment contain Prohibited Goods, DPAG shall be entitled to open the Shipment and to inspect the contents. It is stressed that DPAG further carries out regular checks in accordance with the applicable statutory aviation security regulations. If goods, which may not be transported by air freight, are found, or if there is reason to suspect that these goods ought not to be transported this way, DPAG shall be entitled to transport the goods by land or sea, notwithstanding its other rights under Section 4 (4).

5. Customs Clearance and Customs Regulations

- (1) The Sender is obliged to comply with the applicable import and export regulations and the customs regulations of the country of origin, destination and transit. The Sender shall complete the necessary accompanying documents (customs declaration, export licenses etc.) truthfully and completely, and shall hand these over with the Shipment.
- (2) DPAG does not assume any liability for the content of the Shipment and the accompanying documents. The Sender remains solely responsible for all risks and consequences of importing and exporting goods. This shall apply independently of the grounds on which the dispatch is restricted or prohibited, either by applicable statutory provisions or is restricted or excluded under these GTC or other contractual provisions. Section 2 (5) and 4 (3) remain unaffected.
- (3) The Sender shall indemnify DPAG from third-party claims arising from or in connection with violations against the provisions specified in this Section 5.

6. Delivery and Non-Deliverable Shipments

- (1) The Shipments shall be delivered to the Recipient's address specified by the Sender, though not necessarily personally to a Recipient named in person. Shipments to addresses with central mail departments shall be delivered to these departments.
- (2) If necessary for the return of undeliverable Shipments, the Sender shall consent that a corresponding Data Matrix Code label is attached to such Shipments. The Sender shall make reasonable efforts to assist DPAG in returning such Shipments, and particularly to furnish all necessary customs documents and all other documents and information which may be required for the return.
- (3) If the Recipient refuses to accept a Shipment or refuses payment, and provided DPAG has made reasonable efforts to return such Shipment at the expense of the Sender but has not been able to do so, DPAG shall be entitled to utilize or destroy such Shipments in accordance with UPC regulations, without any prior instruction.

- (4) If undeliverable Shipments are returned in accordance with Section 6 (2) and (3), one or more Shipments may be collected over a reasonable period and returned to the Sender in a practicable form, unless otherwise instructed by the Sender. Section 3 (4) of these GTC shall remain unaffected.

7. Local Reply Service

- (1) The Local Reply Services consist of the collection of Shipments under a mailbox address leased by DPAG, pick-up in the country of origin and delivery to an address specified by the customer, all according to the service specifications for the country in question.
- (2) Local Reply Services do not include the lease or sub-lease of a physical mailbox for the customer and also do not include any right in a physical mailbox or in any special, separate storage facility, unless this is expressly stipulated in the service specification or in an order confirmation issued by DPAG. The pick-up and delivery to the address specified by the customer shall take place at reasonable intervals; lead times for delivery are however not guaranteed.
- (3) The Sender is solely responsible to ensure that the Local Reply Service is used exclusively for legally permitted purposes and the compliance with all applicable local laws, for example tax and company law. DPAG assumes no liability whatsoever for the contents of the Shipments delivered to the Sender via the Local Reply Service, or for any consequences which may ensue according to local tax and corporate law for the Sender as a result of setting up a mailbox.
- (4) The other provisions of these GTC also apply to Local Reply Services; in particular, but without limitation, the liability of DPAG shall be limited pursuant to the provisions of Section 9.

8. Charges

- (1) The Sender shall pay to DPAG the agreed remuneration for the agreed services.
- (2) All prices indicated are net prices and are exclusive of any taxes, customs duties and fees. They are subject to statutory value added tax, if and as far as due, at the time when the services are provided.
- (3) Payment of the remuneration is due before or at time of hand-over to DPAG for transportation and delivery, unless otherwise agreed between the Parties.
- (4) DPAG reserves all rights regarding default of payment including the right to claim interest in case of delayed payment amounting to 8 per cent above the base rate published in the Federal Gazette from time to time (Section 247 of the German Civil Code – BGB) and the right to claim damages.
- (5) For the purpose of reviewing charges, all Shipments may be re-counted, reweighed and/or measured again and the charge is billed on the basis of the data thus ascertained.

9. Liability

- (1) DPAG contracts with the Sender on the basis that the Shipments comply with the provisions of these GTC and that the liability in this regard is the same as such of a postal service provider within the scope of the UPUC. DPAG is therefore not liable for the loss or damage of simple letter mail items during transport, the liability for parcel deliveries is subject to the limitations set out in the UPUC. Moreover, in case of the application of the UPUC with respect to such losses or damages regarding postal items, DPAG's liability is limited to direct or immediate damage; consequential or indirect damages are excluded, even if DPAG was informed about the risk of loss or damage before or after accepting the respective Shipment, since any risks can be insured by the Sender.
- (2) If, contrary to Section 9 (1), the CMR, the Montreal Convention or the Warsaw Convention is applicable on a mandatory basis in an individual case for certain cross-border shipments, the Parties' liability shall be in accordance with the respective applicable rules only, whichever convention is applicable in the individual case. If a Shipment is transported by air and partially by road or other modes of transport, it is assumed that any loss or damage that occurs, takes place during air transit.
- (3) Unless otherwise provided for in Sections 9 (1) and (2), the following shall apply:
 1. In the event of loss of or damage of letter mail items which are in the custody of a freight carrier appointed by DPAG for transport of the shipment and provided this freight carrier is responsible for such loss or damage DPAG's liability shall be limited to the assignment of rights against the freight carrier;
 2. Furthermore, DPAG's liability in the event of loss or damage is limited to the fair market value of the Shipments, whereby the maximum amount shall not exceed 8.33 Special Drawing Rights per kg in case of simple negligence;
 3. In case of intentional misconduct or gross negligence, the mandatory liability as provided in the applicable convention shall remain unaffected;
 4. Unless any special regulations relating to the transportation of goods apply, liability for damage resulting from injury to life, body or health which is due to a willful or negligent breach of duty on the part of DPAG or on the part of one of its statutory representatives or vicarious agents, shall remain unaffected by the above liability restrictions.
- (4) Special Rules for Domestic Shipments in the USA:
All claims regarding domestic Shipments within the USA must be submitted in writing within ninety (90) days as of the date of acceptance of the Shipment; otherwise any liability of DPAG shall be forfeited. All original shipping containers, the entire packaging and the entire contents are to be made available by DPAG for inspection and kept until the claim has finally been processed. DPAG is not obliged to handle claims until all services charges have been paid.

10. Limitation of Liability regarding Delay of Delivery

DPAG shall use its best endeavors to deliver the Shipment in accordance with the usual delivery times; however, DPAG does not assume any liability for any such lead or delivery times. The delivery or lead-time is usually not a component of the contract so that any corresponding liability arising from delay is generally excluded. If in exceptional cases, a delivery time was agreed and the UPUC does not apply, any respective, exceptional liability for delay shall be based on the applicable statutory regulations.

11. Force Majeure

DPAG shall not be liable for loss or damage resulting from unforeseeable circumstances which are beyond its control, such as earthquakes, hurricanes, storms, flooding, fog, war, plane crashes or embargos, industrial disputes, civil disturbance or riots.

12. Warranties of Sender and Indemnification

The Sender shall indemnify DPAG from liability for loss or damage resulting from violations against applicable laws or regulations or resulting from infringement of the following assurances and guarantees:

- completeness and accuracy of all documents and information provided by the Sender or its representative;
- preparation of the shipment in secure premises;
- appointment of reliable employees or vicarious agents by the Sender for the purpose of preparing the shipment;
- protection of the shipment by the Sender against unauthorized access;
- during its preparation, storage and transportation to DPAG;
- correct labelling, addressing and packaging of the shipment, so that its secure transport is guaranteed if handled with the usual care;
- compliance with all applicable customs, import and export laws and regulations and other laws and regulations.

13. Final Provisions

- (1) DPAG is entitled to record, store and process data required in order to perform the services. DPAG is entitled to make this data accessible in accordance with the applicable data protection provisions.
- (2) Unless any mandatory provisions of the Universal Postal Convention, the CMR or the Montreal Convention/Warsaw Convention apply, the substantive laws of the Federal Republic of Germany shall apply.
- (3) Place of jurisdiction for disputes arising in connection with these GTC shall be Bonn, Germany, unless this is contrary to applicable mandatory law in the individual case.
- (4) The invalidity or unenforceability of a provision shall not affect the effectiveness of other parts of these GTC.

Status: 08/2015