

GENERAL TERMS AND CONDITIONS OF DHL GLOBAL MAIL

1 Definitions

“CMR” shall mean the International Convention on the Carriage of Goods by Road.

“DPAG” and “DHL GM” shall have the meaning as defined in Section 2 (1) hereof.

“GTC” means general terms and conditions.

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

“Warsaw Convention” means the Warsaw Convention for the Unification of Certain Rules for International Carriage by Air of October 12, 1929.

“Recipient” shall mean the addressee to which the Shipment shall be delivered.

“Parties” means Shipper and DPAG or Shipper and DHL GM, as the case may be, as indicated in an individual agreement or the shipment documents.

“Shipper” means the party procuring the services of DPAG respectively DHL GM under a respective contract.

“Shipment” means one or more letters or parcels that the Shipper hands over to DHL GM or DPAG for transport and which may be carried by any means DPAG chooses, including air, road or any other carrier. Every Shipment is transported on a limited liability basis as provided herein.

“UPUC” means Universal Postal Union Convention and ancillary documents in their respective latest version as implemented as applicable law in all countries which are members of the United Nations.

2 Scope

- (1) Unless otherwise agreed to in writing by authorized officers of all parties, DHL Global Mail shall apply these GTC to all agreements for the provision of mail and parcel services of Deutsche Post AG (“DPAG”) and the subsidiaries of DPAG within the division DHL Global Mail (“DHL GM”) with the Shipper. Unless otherwise provided for in this Agreement, all provisions referencing DPAG shall apply to DHL GM mutatis mutandis.
- (2) For the transportation of letters, the Terms and Conditions of Deutsche Post AG for International Letter Service (“AGB BRIEF INTERNATIONAL”) are integral and additional parts of these GTC. For the transportation of parcels, the terms and conditions of Deutsche Post AG for International Parcels (“AGB Paket International”) or, throughout Europe, the General Terms and Conditions EUROPAKET (“AGB Europaket”) shall apply additionally. In addition to the terms and conditions referenced in this Section 2 (2), the brochure “International Mail Delivery: Important Information for Design and Posting” shall apply. In addition, special service specifications and transport conditions as referenced in the brochure “Service and Charges” or in individual cases as agreed with the Shipper shall apply.
- (3) Unless otherwise agreed in individual agreements of the Parties or provided for by mandatory statutory law, the terms and conditions set forth in this Section 2 shall apply. UPUC or the CMR, the Montreal and Warsaw Convention, as applicable for the specific mode of transport of the Shipment may apply.
- (4) These GTC as well as all brochures and general terms and conditions mentioned herein can be amended without notice and are, as the case may be, each applicable in their most recent version, available on the Internet at <http://www.dhl.com/en/mail.html> or upon request. Terms and conditions of the Shipper shall not apply and are herewith explicitly contradicted, even if DPAG has accepted the Shipment of the Shipper in the individual case without reservation. Any conflicting terms and conditions must be agreed to in writing.

3 Contract and Services

- (1) Contracts regarding the transportation of Shipments that are compliant with these GTC or other regular postal services offered by DPAG or DHL GM are concluded between the Shipper and DPAG or DHL GM, as the case may be, either in writing or by way of handover of the Shipment and acceptance for delivery according to these GTC.
- (2) DPAG will accept Shipments from the Shipper at DHL Global Mail locations or per pick-up at agreed facilities of the Shipper to transport these Shipments to other postal operators or other carriers and deliver them to the Recipient directly or through other carriers or postal operators.
- (3) The Shipper shall mark the Shipment properly and give all information necessary to enable DPAG to perform the services, including transport, damage handling, and/or return handling.
- (4) DPAG only accepts instructions of the Shipper to handle the Shipments in a certain way, if the instructions have been made in the form as required for international postal transport respectively agreed between the Parties in an individual agreement. The Shipper cannot request compliance with any instructions that have been given after handover of the Shipment for transport.
- (5) All routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places, shall be at all times at DPAG’s sole discretion.

4 Shipments

- (1) DPAG or DHL GM do not agree to carry, and it is agreed that DHL GM and DPAG do not accept any liability for, items which are not permitted to carry, cannot safely carry, or for any prohibited goods (together “Prohibited Goods”). Prohibited Goods include:
 1. Shipments whose content, exterior design, transport, or storage violate a statutory or authorities’ prohibition, in particular any export, import, or customs law 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 Shipments or

goods whose transport is prohibited according to the UPU Acts, and those whose contents violate the protection of intellectual property, including counterfeit or unlicensed copies of products (brand piracy).

2. Shipments whose content or exterior make-up could injure or infect persons or cause damage to property.
3. Shipments which contain live animals or human remains; except invertebrates such as queen bees and feed insects, as long as the Shipper takes all the necessary precautions to ensure transport is safe and appropriate to the animals’ needs without requiring special treatment of the Shipment.
4. Shipments containing narcotics or psychotropic substances.
5. Shipments whose transport and/or storage is subject to dangerous goods regulations; also excluded are all those goods which are not completely unrestricted according to the latest IATA and ICAO dangerous goods regulations.
6. Shipments with an actual value of over EUR 25,000; the limitations on liability according to Section 8 shall remain unaffected by this limit.
7. Shipments containing cash or other means of payment, precious metals, artwork, jewelry, watches, precious stones or other articles of value or securities for which, in the event of damage, no stoppage and no cancellation and replacement procedure can be carried out; for the avoidance of doubt, valuable goods are exempted from this rule if the special service “Wertbrief International” for the goods mentioned in the brochure “International Mail Delivery: important information for design and posting” is agreed:
 - a) Class II valuables (apart from money or other means of payment), up to a total actual value of EUR 500.
 - b) Class I valuables up to a total actual value of EUR 5,000. Also permitted are Shipments using the Registered Mail special service, which contain stamps, telephone cards, vouchers for goods and low-value goods in these classes (e.g. fashion jewelry and promotional articles), up to an actual value of 30 Special Drawing Rights of the International Monetary Fund (SDR) per shipment, and individual tickets and entrance tickets.
8. Shipments for which no or insufficient postage has been paid and which are posted with the intention of surreptitiously obtaining the transport service without payment of the remuneration payable for it.
9. Shipments that contain weapons, especially firearms, or parts thereof, imitation weapons or ammunition.
10. Shipments that are addressed to natural or legal persons which are enlisted on sanctions lists which shall be transported to countries for which embargoes are in place.
11. Obscene or immoral articles.

- (2) The Shipper warrants to DPAG that the content of the Shipment may be lawfully carried aboard airline, aircraft, or other regulated carriers and is not a Prohibited Good, is properly packaged or sheathed for the purpose if necessary. The Shipper further agrees to disclose true and accurate information if requested by DPAG. Notwithstanding any other rights of DPAG, the Shipper shall indemnify and hold harmless DPAG from any and all claims of third parties that may incur as a result of a transport of Prohibited Goods or other excluded or illegal goods. The contractual liability of DPAG on the basis of culpable conduct of DPAG or its agents remains unaffected.
- (3) The Shipper may not derive any rights to conclude a contract, treat goods in a certain way or charges owed, liability, etc. from an unobjected acceptance and transport of the Shipment, even if the Shipper has marked the Shipment to indicate the characteristics set forth in this Section 4, or if the Shipper otherwise points out that the good is a Prohibited Good.
- (4) Should a Shipment contain a Prohibited Good or should it by its nature (size, format, weight, contents, etc.) or in another way not comply with the terms and conditions set forth in Section 2 above or the remainder of these GTC, DPAG shall be entitled to:
 1. refuse to accept the item or
 2. return an item which has already been handed over and accepted or hold such an item for collection or
 3. transport the item without notifying the Shipper, using a different route from the agreed route (e.g. overland and by sea rather than by airfreight as planned) – should this be necessary and/or statutorily prescribed, and to subsequently request an appropriate additional charge as per Section 5 (3) of the GTC for International Letter Service referenced in Section 2 (3) GTC for International Letter Service respectively Section 2 (3) and 4 (3) of the GTC International Parcel.

The same shall apply if the Shipper refuses to provide information at DPAG’s request if DPAG has the suspicion that a Shipment contains Prohibited Goods or in case of a suspicion about any other breach of contract.

- (5) DPAG shall not be obliged to inspect the Shipments for any exclusion of transport pursuant to Section 4 (1) and (2) of these GTC. However, if DPAG suspects that the Shipment may contain Prohibited Goods, DPAG shall be entitled to open and check the Shipments. Furthermore, DPAG will also undertake regular checks as required by applicable air security regulations. If goods are discovered which may not be transported as airfreight as originally agreed or planned or for which there is a well-founded suspicion that they may not be transported as originally agreed, DPAG, notwithstanding its other rights under Section 4 (4), shall be entitled to transport the goods overland or by sea.



5 Customs Clearance and Regulations

- (1) The Shipper shall be obliged to comply with the export and import regulations as well as the customs regulations of the origin, destination, and transit countries. It shall truthfully and completely prepare the necessary accompanying documents (customs declaration, export permits, etc.) and submit them with the Shipment.
- (2) DPAG does not assume any responsibility for the contents of the Shipment and any accompanying documents. At all times, the Shipper remains solely responsible for all risks and consequences which result from the prohibited dispatch of goods – either prohibited as set forth herein or by any applicable law or regulation – to foreign countries and any breach of law.
- (3) The Shipper shall indemnify and hold harmless DPAG from any third-party claims arising out of or in connection with violations of provisions mentioned in this Section 5.

6 Deliveries and Undeliverables

- (1) Shipments are delivered to the Recipient's address specified by the Shipper but not to the named addressee personally. Shipments to addresses with a central receiving area will be delivered to such area.
- (2) To the extent necessary for the purpose of returning an undeliverable Shipment to the Shipper, the Shipper consents that a respective data matrix code is applied on the Shipment.
The Shipper shall assist DPAG in its reasonable efforts to return the Shipment and shall upon request, in particular, but without limitation, provide necessary customs documents and all other information about the Shipment that may be necessary for the return.
- (3) If the Recipient refuses delivery or refuses to pay for delivery, or the Shipment is deemed to be unacceptable, or it had to be presented for customs clearance, or the addressee cannot reasonably be identified or located, DPAG shall use reasonable efforts to return the Shipment to the Shipper at the Shipper's cost, failing which the Shipment may be released, disposed of, or sold by DPAG without incurring any liability whatsoever to the Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to the Shipper.
- (4) To the extent undeliverable Shipments are returned pursuant to Section 6 (2) and (3) above, several Shipments may be collected over a reasonable period of time and then returned to the Shipper in a bundle or as practical, as the case may be, unless the Shipper has given deviating instructions.

7 Local Reply Service

- (1) Local Reply Services consist of the collection of letter mail items in a foreign country and transport via the local postal operator to an address specified by the Shipper ("Local Reply Destination"). Collection of the letter mail items is provided with a postbox in the respective country as further specified in the brochure "Local Reply Services". The collection is carried out at agreed intervals. Notwithstanding any such agreed intervals, DPAG shall not be liable for certain lead times or delivery time to deliver a Shipment to the Local Reply Destination.
- (2) Local Reply Services do not include any right in a physical postbox or storage device, unless explicitly specified otherwise in the brochure or by order confirmation issued by DPAG. The Shipper shall be solely responsible that the Shipper uses Local Reply Service only for allowed purposes and that the Shipper complies with all local laws, including but not limited to unfair trading law, tax, and corporate law. DPAG does neither assume any liability for the contents of the letter mail items sent to the Shipper by way of Local Reply Services nor whether the setup of a postbox may have consequences under local tax or corporate law for the Shipper.
- (3) Sections 2 to 5, 8, 10 to 13 of these GTC shall also apply to Local Reply Service. DPAG's liability for the performance of the Local Reply Services shall be limited pursuant to Section 9.

8 Remuneration

- (1) In consideration for the services, the Shipper shall pay to DPAG the agreed remuneration.
- (2) All prices are net prices exclusive of any taxes and customs fees and are subject to statutory value added tax, if any, as applicable at the time of performance.
- (3) Any remuneration shall be paid prior to or at handover to DPAG for transport, unless explicitly agreed otherwise among the Parties.
- (4) In case of default of payment ("Zahlungsverzug"), DPAG reserves all rights, including but not limited to the right of default interest amounting to 8 percentage points above the base interest rate as published in the Federal Gazette from time to time (§ 247 German Civil Code) as well as further damages for default of payment.
- (5) Any Shipment may be reweighed and re-measured by DHL GM to confirm the shipment weight and will be billed accordingly.

9 DPAG's Liability

- (1) DPAG contracts with the Shipper on the basis that DPAG's liability for a Shipment that complies with the terms and conditions of these GTC and that it is the same as the liability of a postal operator under the UPUC. Therefore, DPAG shall not be liable for any loss of letters during transportation. In the case of loss or damage of letters within the custody and responsibility of any carrier which DPAG orders to transport the Shipment, the liability of DPAG shall be limited to the assignment of rights against the carrier.
- (2) For parcels, Article 21 seq of the UPUC apply.
- (3) In case the UPUC and no other mandatory liability regime is applicable, DPAG contracts with the Shipper on the basis that DPAG's liability is strictly limited to direct loss only and to the per kilo/lb limits as defined in this Section 9.

All other types of loss or damage are excluded (including but not limited to lost profits income, interest, future business), whether such loss or damage is consequential or indirect, and even if the risk of loss or damage was brought to DPAG's attention before or after acceptance of the Shipment since special risks can be insured by the Shipper.

- (4) If a Shipment combines carriage by air, road or other mode of transport, it shall be assumed that any loss or damage occurred during the air period of such carriage unless proven otherwise.
- (5) DPAG's liability in respect of any Shipment transported shall be limited to its actual market value and to a maximum amount of 8.33 SDR per kg.
- (6) This limitation of liability shall not affect any mandatory liability for intent and gross negligence. For the avoidance of doubt, the Parties acknowledge and agree that DPAG remains liable pursuant to the applicable statutory law without limitation for damages to body, life and health.
- (7) Every Shipment is transported on a limited liability basis as provided herein. If the Shipper determines the limits set forth herein are insufficient, the Shipper must make a special declaration and may request shipment value protection to the available and extent offered by DPAG for the respective Shipment or make its own insurance arrangements at additional and own cost.
- (8) Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.
- (9) All claims for domestic U.S. shipments must be submitted in writing to DHL GM within thirty (30) days from the date that DHL GM accepted the Shipment, failing which DHL GM shall have no liability whatsoever. All of the original shipping cartons, packing, and contents must be made available for DHL GM's inspection and retained until the claim is concluded. DHL GM is not obligated to act on any claim until all transportation charges have been paid.

10 Delayed Shipments

DPAG will make every reasonable effort to deliver the Shipment according to the regular delivery schedules of postal governments, but these are not guaranteed and do not form part of the contract. As far as the UPUC is applicable, DPAG is not liable for any damage or loss caused by delays. In all other cases, DPAG's liability is limited to the charges of the Shipment or the part of the Shipment for which default of delivery has occurred.

11 Force Majeure

DPAG is not liable for any loss or damage arising out of circumstances for which DPAG is not legally responsible. This includes events of force majeure like all events beyond DPAG's reasonable control, earthquakes, cyclones, storms, flooding, fog, war, plane crash or embargo, riot or civil commotion, and industrial action; furthermore DPAG is not responsible for any defect or characteristic related to the nature of the Shipment, even if known to DPAG; any action or omission by a person not employed or contracted by DPAG, e.g. Shipper, receiver, third party, customs or other government official; and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.

12 Shipper's Warranties and Indemnity

The Shipper shall indemnify and hold DPAG harmless from any loss or damage arising out of the Shipper's failure to comply with any applicable laws or regulations and for the Shipper's breach of the following warranties and representations:

- All documentation and information provided by the Shipper or its representatives is complete and accurate
- The Shipment was prepared in secure premises by the Shipper's employees or agents
- The Shipper employed reliable staff or agents to prepare the Shipment
- The Shipper protected the Shipment against unauthorized interference during preparation storage, and transportation to DPAG
- The Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling
- All applicable customs, import, export and other laws and regulations have been complied with; and
- The waybill has been signed by the Shipper's authorized representative and the terms and conditions of the agreement with the Shipper constitute binding and enforceable obligations of the Shipper.

13 Miscellaneous

- (1) DPAG shall be entitled to collect, store, and process data that the Shipper and recipients submitted in connection with the services performed by DPAG and/or are required for the performance of the services. DPAG shall be entitled to disclose these data as provided by statutory law to courts and public authorities.
- (2) Unless mandatory provisions of the UPUC, the CMR, or the Montreal/Warsaw Convention apply, the substantive law of the Federal Republic of Germany shall apply.
- (3) Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of DPAG, to the exclusive jurisdiction of Bonn, Germany, unless contrary to applicable mandatory law.
- (4) The invalidity or unenforceability of any provision shall not affect any other part of these GTC.

State march 2012

