

GENERAL TERMS & CONDITIONS FOR DHL PAKET CONNECT (GERMANY)

(GT&C DHL PAKET CONNECT)*

1 Scope

(1.1) When placing an order to Deutsche Post AG ("DHL Paket") you, as "Sender", are agreeing, on your behalf and on behalf of the receiver of the Shipment ("Consignee") and anyone else with an interest in the Shipment that these Terms and Conditions shall apply to the services DHL Paket CONNECT ("the Service").

(1.2) "Shipment" means all parcels that travel under one waybill and which may be carried by any means DHL Paket chooses, including road, air or any other carrier. A "waybill" (including electronic versions) shall include any Shipment identifier or document produced by DHL Paket or Sender automated systems such as a label, barcode, waybill or consignment note. A Shipment consists of one parcel unless a Service permits the sending of several parcels under a waybill. Every Shipment is transported on a limited liability basis as set out in these Terms and Conditions. If Sender requires greater protection, then insurance may be arranged at an additional cost.

(1.3) The Service includes the international transport of Shipments from receipt of the Shipment by DHL Paket until delivery, including any optional services or additional ancillary services selected.

(1.4) No other terms and conditions of the Sender shall apply to the Service.

2 Unacceptable Shipments

The Sender agrees that a Shipment is deemed unacceptable and therefore excluded from transport ("Prohibited Shipment") if:

- a) it contains forgeries, unlicensed copies of products, violates trade restrictions or embargoes or is being sent to a denied party (per the UN, EU or US denied parties listings), or any other items which cannot be carried legally;
- b) it requires special handling or permits, including easily perishable goods requiring temperature or humidity control;
- c) it has inadequate or defective packaging;
- d) it contain live animals or plants, or human or animal remains;
- e) it is classified as hazardous material, dangerous goods, prohibited or restricted articles by the ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road) for shipments carried by road, IATA (International Air Transport Association) and ICAO (International Civil Aviation Organization) for shipments carried by air, or other relevant organization;
- f) its gross value (including VAT) exceeds EUR 25,000 per Shipment (DHL Paket's limits of liability shall always apply);
- g) it contains precious metals, jewelry and gemstones with a purchase price of more than EUR 50 per piece, watches, objects of art, antiques, unique pieces or other articles of special value and "high risk", cash, bank cards, negotiable instruments, postage stamps, securities, shares, bills of exchange, and has a total value of over EUR 500 per Shipment;
- h) all Shipments sent for delivery to the same Consignee on the same day containing goods pursuant to sub-paragraph g) exceed a total value of EUR 500; or
- i) it contains weapons, pseudo weapons or military goods.

DHL Paket has no obligation to check if a Shipment is acceptable under the above provision. Upon reasonable suspicion of any Prohibited Shipment or for safety, security, customs or other regulatory reasons, DHL Paket shall be entitled to open and inspect a Shipment. Any inspection by DHL Paket shall not release the Sender from its obligations. If a Shipment is deemed to be unacceptable, DHL Paket may (i) refuse the Shipments without providing the reasons, (ii) return the Shipment at the cost of the Sender or keep the Shipment for collection by the Sender, or (iii) accept and convey the Shipment without notifying the Sender and subsequently request an appropriate additional charge for any necessary special handling.

3 Sender's Obligations

The Sender has the following obligations:

- a) to prepare and adequately pack the Shipment to ensure safe transportation with ordinary care in handling through an automated system;

b) to (i) label the Shipment adequately, (ii) provide complete and accurate Shipment electronic information and (iii) mark the Shipment with a complete address of the Consignee and the Sender. Any statement of value provided for customs or other information purposes shall not expressly be understood as a declaration of interest or value in the sense of international transport conventions (e.g. CMR, Montreal Convention), or provisions for insured items under UPU or of any comparable applicable provision providing for an extended liability as a consequence of such declaration;

c) to obtain all necessary consents in relation to personal data provided to DHL including Consignee's data as may be required for transport, customs clearance and delivery, such as email address and phone numbers; and

d) to comply with all applicable customs, import, export, sanctions, embargos and other laws and regulations and attach to the Shipment any document as may be required to comply with such applicable laws and regulations. DHL Paket shall have no obligation to check the accuracy and completeness of the documents. If any document is missing, the Sender shall submit it forthwith upon request and at the latest within five working days. Failing timely receipt, DHL Paket may treat the Shipment as a Prohibited Shipment pursuant to Section 2.

The Sender shall indemnify and hold DHL Paket harmless for any loss or damage arising out of Sender's failure to comply with applicable laws or regulations and for Sender's breach of its obligations contained in Sections 2 and 3. This indemnity shall include damages caused to persons, facilities, third parties or other shipments due to handover of Prohibited Shipments, as well as any sanctions, fines, actions and claims asserted by the authorities due to infringements of applicable customs, import and export laws by the Sender.

4 DHL PAKET's Services and Obligations

(4.1) In the absence of any other delivery arrangements having been made with the Consignee and where the Service selected by the Sender permits other delivery instructions (using the DHL Paket tools):

- a) DHL Paket shall transport the Shipments to their destination and deliver them to the Consignee or a person authorized by the Consignee at the address specified by the Sender. Shipments to addresses with a central receiving area will be delivered to that area. For certain delivery destinations, Shipments may also be made available to the Consignee at a Parcelshop, Parcelstation or a similar storage facility; or
- b) Subject to local legislation, if neither the Consignee nor an authorized person is present at the time of delivery, DHL Paket may hand over the Shipment to a substitute Consignee and shall inform the Consignee of such delivery. DHL Paket will not deliver to a substitute Consignee if the Sender selected a "Consignee Only" service, where this option is available for the selected Service. Substitute Consignees include relatives of the Consignee, other persons present on the Consignee's premises or neighbours of the Consignee assumed, on the basis of circumstances, to be authorised to receive the Shipments

(4.2) Unless otherwise agreed in text form (Sec. 126 b German Civil Code - §126b BGB), Shipments that cannot be delivered as provided above will be kept for pick-up by the Consignee or another authorized person at a DHL Parcelshop, DHL Parcelstation or a similar storage facility for a period of at least 7 calendar days from the day following the day of the first delivery attempt. DHL Paket will inform the Consignee of such non-delivery. This will also apply where DHL Paket cannot reasonably be expected to make the delivery due to extraordinary circumstances or excessive difficulties at the delivery address.

(4.3) DHL Paket may use electronic devices to evidence delivery of a Shipment. Such electronic documentation constitutes sufficient proof of delivery.

(4.4) If a Shipment is deemed to be unacceptable pursuant to Section 2, or it has been undervalued for customs purposes, or Consignee cannot be reasonably identified or located, or Consignee refuses delivery or to pay customs duties or other Shipment charges, DHL Paket will use reasonable efforts to return the Shipment to the Sender at Sender's cost, failing which the Shipment may be released, disposed of or sold in accordance with applicable laws and without incurring any liability whatsoever to Sender or anyone else, with the proceeds applied against customs duties, Shipment charges and related administrative costs with the balance of the proceeds of a sale to be returned to Sender. Where permitted by local legislation, DHL Paket will have the right to destroy any Shipment which any law prevents DHL Paket from returning to Sender as well as any Shipment of dangerous goods or perishable goods.

(4.5) DHL Paket will make every reasonable effort to deliver the Shipment according to its regular transit times but these are not guaranteed and do not form part of the contract.

(4.6) DHL Paket may at its sole discretion select the route for transport and subcontract all or part of the service.

(4.7) Further details of the DHL Paket Services available in each country, including the applicable delivery options, are available at DHL Paket's customer service.

5 Charges and Duties

Unless otherwise agreed:

(5.1) The price for transport and other services ("Charges"), unless otherwise agreed in text form, shall be charged in accordance with DHL Paket's then applicable rate list. Unless otherwise specified, the Charges are net rates exclusive of taxes and customs duties ("Duties"). The Sender shall pay the Charges prior to shipping and DHL shall request the Consignee to pay or reimburse the Duties.

(5.2) The Sender, or the Consignee when DHL Paket acts on the Consignee's behalf, shall pay or reimburse DHL Paket for all Charges and Duties owed for services provided by DHL or incurred by DHL Paket on the Sender's or Consignee's behalf. Payment of Duties may be requested prior to delivery. Payment by the Consignee shall release the Sender of its payment responsibilities.

(5.3) It is the Sender's responsibility to adequately inform the Consignee of the expected Charges and Duties. If the Consignee refuses to pay the Charges and Duties owed, this shall be deemed a refusal to accept delivery and the Sender shall remain jointly and severally responsible for their payment. In the event that neither party agrees to pay such Charges and Duties DHL Paket may either (i) return the Shipment at the cost of the Sender or keep the Shipment for collection by the Sender, or (ii) where and as far as local law permits, handle and dispose the Shipment without incurring any liability whatsoever to Shipper or anyone else.

6 DHL PAKET's Liability

(6.1) DHL Paket's liability in respect of any one Shipment shall be limited in accordance with the following mandatory provisions:

a) for cross border Shipments transported by road (which shall be deemed the default mode of transportation) and national Shipments (unless mandatory limits in the applicable national law provide otherwise), DHL Paket's liability shall be or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (this equates to approximately EUR 10 per kilogram);

b) for Shipments transport by air (including ancillary road transport or stops en route), DHL Paket's liability is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 19 Special Drawing Rights per kilogram (this equates to approximately EUR 24 per kilogram).

(6.2) DHL Paket's liability is strictly limited to direct loss and damage to a Shipment only and to the per kilogram limits in this Section 6. 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 special or indirect, and even if the risk of such loss or damage was brought to DHL Paket's attention. Except where the Montreal Convention applies, this limitation does not apply to damage due to DHL Paket's wilful misconduct or such default as, in accordance with the applicable law, is considered as equivalent to wilful misconduct.

(6.3) DHL Paket must be notified in text form at the time of delivery in the case of apparent Shipment damage and at the latest within 7 days of delivery, Sundays and public holidays excluded, in the case of non-apparent Shipment loss or damage.

7 Shipment Insurance

(7.1) DHL Paket Services provide insurance for Shipments that are compliant with these Terms and Conditions against the risk of loss or damage (direct losses to the goods), at no additional charge and independently of the liability of DHL Paket, up to its full value with a maximum of EUR 500 per Shipment ("Shipment Insurance").

(7.2) If the Sender regards these limits as insufficient it can make a special declaration of value and DHL Paket may be able to arrange additional insurance covering the value in respect of loss or damage to a Shipment, provided that the Shipment is compliant with these Terms and Conditions and the Sender so instructs DHL Paket in text form and pays the applicable premium.

(7.3) Insurance does not cover indirect loss or damage, or loss or damage caused by delays. The following shall be excluded from the insurance cover under Section 7.1 and 7.2:

- a) loss and damage to Prohibited Shipments pursuant to Section 2;
- b) loss and damage to Shipments which was caused by inadequate or defective packaging;
- c) loss and damage to Shipments caused by the Sender; and
- d) loss and damage to Shipments claimed after expiry of the limitation period.

(7.4) Further details of the transport insurance applicable to any Service you will find in the document "DHL Cargo Insurance – Security all over the world".

8 Customs Clearance

DHL Paket may perform any of the following activities on Sender's behalf in order to provide its Services:

(8.1) Complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations.

(8.2) Act as Sender's forwarding agent for customs and export control purposes and as Consignee solely for the purpose of designating a customs broker to perform customs clearance and entry.

(8.3) Redirect the Shipment to Consignee's import broker or other address upon request by any person who DHL Paket believes in its reasonable opinion to be authorised.

9 Circumstances Beyond DHL PAKET's Control

DHL Paket is not liable for any lack of services or loss or damage arising out of circumstances beyond DHL Paket's reasonable control. These include but are not limited to (i) electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; (ii) any defect or characteristic related to the nature of the Shipment, even if known to DHL Paket; (iii) any act or omission by a person not employed or contracted by DHL Paket (e.g. Sender, Consignee, a third party, customs or other government official); (iv) any force majeure event (e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, or industrial action); and (v) any other defences available under applicable law (e.g. Sec. 426sequ. German Commercial Code - §§ 426f HGB, Art. 17 §§ 2ff. CMR, Art. 20 Montreal Convention).

10 Miscellaneous

(10.1) DHL Paket will collect, store and process personal data provided by the Sender or the Consignee as required for the provision of the Services, in accordance with applicable laws and the Deutsche Post DHL Data Privacy Policy, which is available at www.dpdhl.com/content/dam/dpdhl/homepage/dpdhl-data-privacy-policy-summary.pdf. DHL Paket will notify courts and public authorities of customer data as may be legally required.

(10.2) The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions. The parties shall replace the ineffective provision so that any new provision is effective and corresponds as far as possible to the meaning and purpose of the provision being replaced and the other terms of this agreement.

(10.3) Any dispute arising under or in any way connected with these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of Bonn, and governed by the law of the Federal Republic of Germany as the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

Legal content as of October 2016

* This is a translation of the „Allgemeine Geschäftsbedingungen DHL PAKET Connect (AGB DHL PAKET Connect)*“ in its version as of October 1st 2016 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.