

General Terms and Conditions of the General Logistics Systems Germany GmbH & Co. OHG

- hereinafter referred to as **GLS Germany** -

1. Application

1.1 These General Terms and Conditions (GTC) shall apply to all activities performed by **GLS Germany**, in particular the dispatch, transshipment and transport of parcels within Germany and international, no matter whether **GLS Germany** provides the services by itself or via third parties.

1.2 If in an individual case mandatory legal regulations, e.g. of the German Commercial Code (HGB) or for cross-border transports the Convention on the Contract for the International Carriage of Goods by Road (CMR), the Montreal Convention or the Warsaw Convention each as amended from time to time provide otherwise, these legal regulations shall apply primarily. As far as these GTC do not contain regulations, the provisions of the HGB shall apply. The application of the German Freight Forwarders' Standard Terms and Conditions (ADSp) is excluded.

2. Scope of service and hindrances

2.1 **GLS Germany** provides transportation services which are carried out by independent carriers. A transportation as economical and fast as possible is achieved by standardised operations. The parcels are transported as consolidated shipment and sorted and transported within the depots and reloading points with automatic conveyers. The parcels are scanned regularly when received at the outbound depot, when running through a reloading point, when received at the inbound depot, at the transfer to the delivery driver as well as upon delivery to the consignee. Date and time are registered. Further interface documentation is not carried out.

2.2 **GLS Germany** is not committed to conduct examinations or to execute measures for the conservation or improvement of the goods and its packing.

2.3 Instructions which have been issued by the sender after handing over of the parcels need not be complied with. §§ 418 par. 1 to 5 and 419 HGB shall not apply.

In case it becomes impossible to dispatch or deliver Fixed date and Express Parcels, the sender will immediately be notified in order to obtain his instruction. In case it is impossible to receive such instruction within reasonable time, **GLS Germany** shall be entitled to take actions which are suitable and reasonable with respect to the interests of the sender, in particular, **GLS Germany** shall be entitled to return the parcel to the sender. The sender shall indemnify **GLS Germany** for the necessary expenses or shall pay a reasonable remuneration for the necessary actions, if the impossibility of dispatch or delivery is not attributable to **GLS Germany**.

2.4 The pickup of parcels will be acknowledged on the documents of receipt provided by **GLS Germany**.

In the event that the sender transfers parcel data to **GLS Germany** via remote data transmission, the mere transfer of data shall not be deemed as prima facie evidence for the fact that the parcels listed in the electronic shipping list have actually been consigned to **GLS Germany**. **GLS Germany** is not obliged to compare the submitted parcel data with an actual, corresponding inbound parcel scan, unless otherwise explicitly agreed. Therefore, missing notification to the sender about discrepancies between submitted parcel data but inbound scan absence shall not be deemed as acknowledgment of the shipping list or of receipt of the respective parcel.

2.5 The delivery of parcels which arrive until 5 p.m. at the outbound depot is generally carried out on working days except Saturdays within Germany within 24 hours (estimated time of delivery) free to the door of the consignee. Compliance with the estimated time of delivery is neither assured nor guaranteed.

2.5.1 **GLS Germany** carries out at the maximum two delivery attempts. For Fixed date and Express Parcels a second delivery attempt shall be made only upon corresponding agreement with the sender or the consignee.

2.5.2 Delivery can be carried out at commercial consignees at the mail receiving station or the goods receiving department. The delivery at P.O. boxes or similar special addresses shall be excluded.

2.5.3 **The sender agrees, that delivery of parcels – after a first unsuccessful delivery attempt at the consignee – can be carried out against signature of a neighbour of the consignee or of a person present in the business or household of the consignee or of an operator of a GLS-Parcel Shop (alternative delivery), unless, with respect to the specific circumstances, there are well-founded doubts that the alternative delivery corresponds to the interests of the sender.** Neighbour shall be defined as a person who lives or works in the same or next building. Within the scope of the "AddresseeOnly-Service" and "Ident-Service" the alternative delivery is excluded.

2.5.4 As proof of delivery the printout of the digitally available signature of the consignee or, where applicable, the delivery note list signed by the consignee is sufficient. For Fixed date and Express Parcels a written proof of delivery and a separate written notice of receipt respectively shall only be provided and requested upon written assignment of the sender.

2.5.5 In case the consignee granted **GLS Germany** written permission to deposit the parcel, the parcel is deemed to be delivered when deposited at the place defined in the permission.

2.6 Weighing results measured by **GLS Germany** are traceable in the data storage.

2.7 For the time of their duration, performance hindrances which are not attributable to **GLS Germany**, relieve **GLS Germany** from all obligations whose completion was made impossible through these.

3. Transportation exclusions

In view of the processes described in clause 2 (particularly clause 2.1) the goods and parcels listed below shall be excluded from transportation by **GLS Germany** due to their value or their composition:

- 3.1 - Parcels whose value exceeds € 5,000.00,
- Goods which are insufficiently packed,
- Goods which require special handling or careful treatment (because they are e.g. particularly fragile or can only be transported upright or only lying on a certain side),
- Perishable or temperature controlled goods, remains, live animals,
- Valuable goods (e.g. money, precious metals and stones, jewellery and genuine pearls, objects of art, collector's items, antiques),
- Goods which possess a low value themselves but whose damage or loss could cause high consequential damages (e.g. volumes with sensitive data),
- Phone cards and pre-paid cards (e.g. for mobile phones),
- Valuable documents (e.g. securities, acceptance bills, savings books),
- Firearms and essential weapon parts according to § 1 of the German Weapon Law as well as ammunition,
- Hazardous goods of classes not mentioned in clause 7 for transportation within Germany and waste according to German KrW-/AbfG,
- Parcels whose dispatch or storage would violate applicable laws,
- Parcels classified as carriage forward.

3.2 Furthermore, parcels shall be excluded from transportation which have a weight of more than 40 kg (export more than 50 kg), a combined length and girth of more than 3 m, a length of more than 2 m, a height of more than 0.6 m or a width of more than 0.8 m.

3.3 Additionally excluded shall be

3.3.1 from transportation abroad:

- Hazardous goods of all kinds,
- Tobacco products and liquors,
- Personal effects and carnet ATA goods.

3.3.2 from transportation as Fixed date and Express Parcel:

- Pharmaceuticals,
- Hazardous goods of all kinds.

3.3.3 from airfreight:

- Prohibited articles according to the regulation (EC) No 300/2008 of 11th March 2008 and its implementing rules as amended from time to time.

3.4 The sender is obliged to control the compliance with the transportation exclusions before consignment of parcels. **GLS Germany** exclusively accepts closed parcels for transportation, which are opened during transportation only in statutorily permitted exceptional situations.

3.5 If the sender assigns **GLS Germany** with the transport of parcels, whose transport is prohibited according to clauses 3.1 – 3.3 and without prior written approval of **GLS Germany**, the transport shall be effected at the sender's own risk. The sender shall solely be responsible for all damages to his parcel and damages suffered by **GLS Germany** or third parties due to parcels consigned contrary to a transportation exclusion. He shall be liable for all claims, costs and expenses, including but not limited to expenses for appropriate measures in order to eliminate or avoid danger (e.g. securing, intermediate storage, return, disposal, cleaning, etc.).

Individual labels or signs which are affixed to a parcel and which indicate a composition according to clauses 3.1 – 3.3, shall not be sufficient to alert **GLS Germany** to a consignment contrary to a transportation exclusion. Consent of a carrier or its agents or a tacit acceptance of a parcel does not represent approval of **GLS Germany**.

4. Sender's Obligations

4.1 Each parcel must bear or be accompanied by the duly completed documents filled out by the sender and approved by **GLS Germany**. The sender shall be liable for the consequences of any errors in their completion. The sender shall ensure, when handing over the parcel, that only one undamaged and from **GLS Germany** approved parcel label is attached to the largest side of the parcel and is easily visible. A parcel number shall only be used singularly. Used parcel labels, addresses or miscellaneous old signs must be removed.

4.2 If the sender does not comply with his obligations according to clause 4.1 **GLS Germany** is at its discretion entitled to unload, to store, to secure or to return the parcel without the need for indemnifying the sender and the sender is liable for any expenses or costs due to this action.

4.3 The sender is responsible for a proper, and with regard to the scope of service, sufficient inner and outer packaging, which withstands the strain of transport, whereby the packaging must ensure that on the one hand the goods themselves are protected against loss and damage and that on the other hand persons carrying out the transportation and other parcels transported are not endangered. The packaging must in particular ensure that an access to the parcel's content is not possible without leaving a clear trace on the outside of the parcel. The packaging guidelines of **GLS Germany** will assist the sender in this matter (see www.gls-group.eu).

4.4 The order for the transportation abroad includes the assignment of **GLS Germany** to administer customs clearance, if without clearance the transportation would not be possible. It is the responsibility of the sender to submit all papers required

for the customs clearance to **GLS Germany** without request. The sender shall pay the costs for customs clearance. If due to return of export parcels further freights, customs, taxes or other contributions will be charged, the sender shall pay these costs, unless **GLS Germany** is liable for the return. In case of transports to other EU countries the sender has the obligation to ensure that all necessary documentation needed for VAT tax exemption for intra-community transports is fulfilled.

5. Cash-Service

5.1 **GLS Germany** offers the service "Cash-Service" enabling the possibility to deliver parcels cash on delivery. The preparation and registration of "Cash-Service"-Parcels is carried out by the sender according to the guidelines of **GLS Germany**. In case several parcels are handed over on the same day to **GLS Germany** for transport to the same consignee, every parcel has to be declared separately as a "Cash-Service"-Parcel. For each "Cash-Service"-Parcel an additional fee will be charged.

5.2 The "Cash-Service"-amount must be entered on the appropriate designated **GLS Germany** form. The "Cash-Service"-amount shall be limited for the individual parcel to a maximum of € 2,500.00. If several parcels are handed over on the same day to **GLS Germany** for the transport to the same consignee, then the sum of the "Cash-Service"- amount in total must not exceed € 10,000.00. If parcel data is transferred via remote data transmission, the amount being submitted electronically shall be binding. If the "Cash-Service"-amount is indicated in digits and in words, the digits become valid in case of doubt. For export parcels with a destination outside the euro area, the amount shall be declared in the currency of the destination country.

6. Guaranteed 24-Service and Express

6.1 With the "Guaranteed 24-Service" parcels will be delivered within Germany (except German islands) until at the latest at 5 p.m. of the next working day (Monday – Friday) after pickup, provided that the parcel has been consigned to the dispatch depot until 5 p.m. on the day of pickup.

6.2 Express parcels will be delivered within the agreed time. Deliveries to German islands are not possible. Before an express order is issued by the sender he must ensure that the target destination is feasible by using the product and service calculator on **GLS Germany's** website www.gls-group.eu. Express orders concerning invalid target destinations are excluded.

In case the agreed delivery time should be exceeded by more than 15 minutes, **GLS Germany** compensates, subject to the extent of the delay, the surcharge which was paid for the service, less VAT provided that the sender proves that **GLS Germany** was responsible for the delay. Apart from that the clauses 10 and 11 shall remain unaffected.

6.3 Due to the fact that parcel delivery is handled differently by the organizers of trade fairs, the delivery time cannot – subject to special agreement in an individual case – be guaranteed for parcels addressed to trade fairs.

7. Hazardous Goods-Service

7.1 **GLS Germany** provides exclusively in inner-German traffic the forwarding of hazardous goods of the classes 2 (excluding the classification code 1-3, 4F and toxic gases), 3, 4.1 (excluding the classification code SR and FO), 5.1 (excluding packing group I and the classification code O3, OT1, OF, OS, OW, OTC), 8 and 9 (excluding the classification code M1 up to M3, M8 to M10) according to the enclosures A and B of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and the Hazardous Goods Regulation Road, Railroad and Domestic Shipping (GGVSEB).

7.2 The sender is responsible, that upon the handing over hazardous goods to **GLS Germany** the relevant legal regulations with regard to declaration, packaging, enclosure of the transport papers and written instructions etc. are observed, even if these obligations apply to the one who in fact hands over the hazardous goods.

Upon the handing over of hazardous goods the bar coded hazardous goods label, stipulated by the **GLS Germany** system has to be attached according to valid reference-list by the sender.

7.3 If the sender violates the obligations specified in clause 7.2 culpably, he is liable for resulting damage.

8. Ident-Service/IdentPin-Service

8.1 By assignment of the "Ident-Service" the parcel will be delivered exclusively to the consignee in compliance with special identification control and documentation procedures. If the "IdentPin-Service" is assigned, the sender communicates a PIN to the consignee in advance. That PIN then has to be entered into the handheld scanner upon delivery and the parcel shall be handed over to the consignee only if the entered PIN matches the data available in the **GLS Germany** IT system. "Ident-Service" and "IdentPin-Service" are not available for deliveries to islands.

8.2 **GLS Germany** is only liable for bad performance of the services if the failure is arising out of wilful misconduct or gross negligence of **GLS Germany**, its agents or employees according to the legal regulations. In case of the assignment of the "Ident-Service" the genuineness of ID cards, passports or documents is not object of the examination. Apart from that the clauses 10 and 11 shall remain unaffected.

9. Transportation fees, Reimbursement of Expenses

9.1 The prices and surcharges agreed between **GLS Germany** and the sender apply. If the dimensional weight (based on 1 m³ = 166.67 kg) exceeds the physical weight, **GLS Germany** can carry out a subsequent billing. Instructions to transport a parcel to another destination and the transport of goods which can not be sorted automatically are charged to the sender according to the respectively valid price table. If a parcel has to be returned to the sender for reasons not

attributable to **GLS Germany**, **GLS Germany** invoices the sender once more with the transportation fee. The cancellation of an order may be charged.

9.2 Invoices of **GLS Germany** are to be paid immediately and without deduction. The charging of counter-claims by the sender is forbidden, unless they are undisputed or legally stated. Invoices of **GLS Germany** are considered as having been approved three months after receipt of the invoice. This consequence will be pointed out on each invoice additionally.

9.3 If transportation fees, costs or charges have to be paid by a foreign consignee, or were caused by him, then the domestic sender has to substitute the charges to **GLS Germany** which were not settled by the foreign consignee upon the first request.

10. Liability

10.1 **GLS Germany** is liable for loss or damage of parcels in its custody up to the amount of 8.33 Special Drawing Rights (SDR) of the International Monetary Fund per kg of the parcel's gross weight.

GLS Germany is not liable for consequential damages or loss, e.g. losses of a purely commercial nature like loss of turnover or earnings, missed profits, cost of replacements or losses attributable to delay in customs clearance or airfreight completion. Liability for delay in the event of domestic transports is limited to three times the amount of the transportation fee; in the event of international transports to the amount of the transportation fee being paid for the respective parcel, in either case the liability shall not exceed € 750.00 per parcel.

10.2 For the product "Global Business-Parcel" the liability of **GLS Germany** shall not follow the clauses 10.1, 11 and 14 but follow the provisions of the Montreal Convention. Liability is limited to the amount of 19 SDR per kg of the parcel's gross weight.

10.3 If **GLS Germany** or **GLS IT Services GmbH ("GLS IT")** have granted the sender the right to use shipping-software for the time of the cooperation and if such software has been installed as the case may be **GLS Germany** and **GLS IT** shall be liable only for damages caused intentionally or grossly negligent. This does not apply for infringement of life, body or health or the violation of cardinal obligations. Should **GLS Germany** or **GLS IT** violate cardinal obligations slightly negligent, the liability of **GLS Germany** or **GLS IT** shall be limited to the foreseeable damage. **GLS Germany** or **GLS IT** shall not be liable for the loss of the sender's data and its recovery if such loss would have been avoidable had the sender observed appropriate backup procedures.

11. Insurance

11.1 If the sender takes out no transport insurance, **GLS Germany** compensates the value of the goods beyond the limitation of liability according to clause 10.1, sentence 1 up to an amount limited to:

- the purchase price or
- for second-hand goods the current value or
- for goods dispatched on occasion of an auction the auction price

depending on which amount is the lowest in the individual case, however limited to the amount of € 750.00 for "Cash-Service"-Parcels limited to the amount of € 2,500.00) per parcel.

Retention agreed between the insurer of the sender and the sender only constitutes a waiver of limitation of liability according to clause 10.1, sentence 1 only if the waiver of **GLS Germany** is stipulated in written form.

11.2 If the sender is a consumer with the meaning of the German Civil Code, he shall not be entitled to assign or pledge claims without the consent of **GLS Germany**.

12. Reimbursement of Expenses

If the sender instructs **GLS Germany** to receive incoming packages or to import a package arriving from abroad, **GLS Germany** has the right, but not the obligation to advance freight charges, cash on delivery fees, customs, taxes and other charges as well as expenses and request refunding from the sender.

13. Exclusion of Further Claims of the Sender

The passing on of fines to **GLS Germany**, which the sender is obligated to pay to third parties, is excluded.

14. Limitation of Claims

All claims against **GLS Germany** shall lapse after one year. The period of limitation shall be calculated either from the date of delivery of the parcel or, if the parcel was not delivered, from the end of the day, on which the delivery should have been carried out.

15. Severability/Jurisdiction

15.1 If any provision of these GTC should be invalid or non-enforceable, this shall not affect the validity and enforceability of the remaining provisions.

15.2 As far as legally possible the exclusive venue for litigation with traders, public corporations or public separate estate shall be Bad Hersfeld/Hessen.

Status as of: April 2011

- This translation of the GTC is made for convenience reasons only. For all disputes arising from or in conjunction with the GTC of **GLS Germany**, only the text of the corresponding German version of the GTC of **GLS Germany** shall be legally binding.-