

# General Terms and Conditions of the General Logistics Systems Germany GmbH & Co. OHG (hereinafter referred to as “GLS Germany”) for Parcel Shop-customers and the subcontractor direct sale

## 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 a parcel need not be complied with. §§ 418 par. 1 to 5 and 419 HGB shall not apply.

2.4 The collection of parcels within the scope of subcontractor direct sale as well as the receipt of the parcels in the Parcel Shop will be acknowledged by the handing over of document of receipt provided by **GLS Germany**.

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.

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 or consignee.** Neighbour shall be defined as a person who lives or works in the same or next building. The consignee will be notified of the alternative delivery via a notification card.

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.

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 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 or not customarily packed; computers (desk-tops, towers, notebooks) as well as monitors have to be packed in an original packing which is suitable for transport,
  - 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 all kinds,
  - Parcels whose dispatch or storage would violate applicable laws,
  - Parcels classified as carriage forward,
  - Parcels with one of the following destinations:
    - outside the EU: all countries (customs destinations)
    - within the EU: Andorra, Ceuta, Gibraltar, Greece, Livigno, Malta, Melilla, San Marino, Cyprus, the city of Büsingen am Hochrhein (postcode D-78266), overseas territories and all European islands except German islands, Great Britain and Ireland.

3.2 Furthermore, parcels shall be excluded from transportation which have a weight of more than 40 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:
- tobacco products and liquors,
  - personal effects.
- 3.3.2 from airfreight:
- prohibited articles according to the regulation (EC) No 300/2008 of 11<sup>th</sup> 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. 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-paketshop.de](http://www.gls-paketshop.de)).

#### 5. Transportation fees, Reimbursement of Expenses

The prices and surcharges according to the relevant version of the Parcel Shop's price list on the day the order has been placed shall apply. The transportation fees are to be paid when the parcel is being posted.

#### 6. Liability

- 6.1 **GLS Germany** is liable for loss or damage of parcels in its custody according to §§ 429, 431 German Commercial Code up to the amount of 8.33 Special Drawing Rights 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, cost of replacements or losses attributable to delay in 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.

- 6.2 For international transports the regulations of the CMR, the Montreal Convention or the Warsaw Convention may apply.

#### 7. Insurance

- 7.1 If the sender takes out no transport insurance, **GLS Germany** compensates the value of the goods beyond the limitation of liability according to clause 6.1, sentence 1, and clause 6.2 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 per parcel.

Retention agreed between the insurer of the sender and the sender only constitutes a waiver of limitation of liability according to clause 6.1, sentence 1, and clause 6.2 only if the waiver of **GLS Germany** is stipulated in written form.

- 7.2 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**.

#### 8. 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.

#### 9. 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.

#### 10. Severability / Jurisdiction

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

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

#### 11. Status as of: August 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. -