

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

– hereinafter referred to as **GLS Germany** –

for the online marketing

– hereinafter referred to as **Easy-Start** –

1. Application

- 1.1 These General Terms and Conditions (GTC) shall apply to all activities of **GLS Germany** in connection with Easy-Start, 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. Conclusion of contract, transportation fees

- 2.1 Easy-Start gives the sender the opportunity to generate parcel labels on its own and to either assign **GLS Germany** with the pick-up of the parcel or to consign the parcel at a **GLS Germany** Parcel Shop. It is possible to assign several parcels at the same time.
- 2.2 The current transportation fees and surcharges at the time of the ordering (accessible on www.gls-easystart.de) shall apply. The transportation fees and surcharges have to be paid during the order process. **GLS Germany** accepts payments via PayPal as well as VISA and MasterCard credit cards. In case of credit card payment, the transaction description in the credit card billing will show the entry www.gls-group.eu.
- 2.3 The contract shall come into effect only after the payment transaction is completed.
- 2.4 After ordering the sender can print the receipt as well as the parcel label for the ordered parcel. Furthermore an automatic confirmation email will be sent to the sender's email account that contains the essential provisions of the contract and the GTC including the instruction on the right of revocation.
- 2.5 Upon request of the sender at the depot specified in the confirmation email **GLS Germany** issues an invoice and, for transports to other EU countries, a certificate for delivery.

3. Right of Revocation

- 3.1 If the sender is a consumer he can revoke his declaration of intention to enter into a contract within 14 days without giving reasons. The revocation must be made in text form (e.g. per letter, fax, email). The revocation period commences upon receipt of this instruction in text form (see section 2.4 above) but not before the contract comes into effect and also not before the duties to provide information as laid down in article 246 section 2 in conjunction with section 1 (1) and (2) EGBGB (Introductory Act to the Civil Code) are performed and not before the duties laid down in section 312e (1) sentence 1 BGB (German Civil Code) in conjunction with article 246 section 3 EGBGB are performed by **GLS Germany**. To comply with the time limit of the revocation, dispatch in good time is sufficient. The revocation shall be addressed to:

General Logistics Systems
Germany GmbH & Co. OHG
Debitorenbuchhaltung,
GLS Germany-Str. 1-7, 36286 Neuenstein.

- 3.2 **Consequences of revocation:** In case of an effective revocation all mutual performances have to be given back and potential emoluments (i.e. interests) have to be refunded. If the sender is unable to give back the performance in total or partially to **GLS Germany**, he may be liable to compensate **GLS Germany** insofar. That could lead to the consequence that the sender nevertheless has to fulfil his contractual obligations for the period between the conclusion of the contract and the revocation. Repayments have to be made within 30 days. The term of payment commences for the sender with the dispatch of the revocation and for **GLS Germany** with its receipt.

- 3.3 **Additional information:** The right of revocation expires earlier if the contract on express demand of the sender has been fulfilled by both parties before the sender dispatches the revocation. End of the instruction on the right of revocation.

4. Scope of service and hindrances

- 4.1 **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.

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

- 4.3 Instructions which have been issued by the sender after handing over of a parcel need not be complied with. Sections 418 (1) to (5) and 419 HGB shall not apply.

- 4.4 The pick-up of parcels 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**.

- 4.5 If **GLS Germany** was instructed to pick up parcels and the pick-up failed two times because of circumstances attributable to the sender the order will be cancelled by **GLS Germany**. **GLS Germany** reimburses the sender the transportation fees except for the pick up fee. The pick-up fee will be retained as compensation for the effort occurred to **GLS Germany**. The sender has the right to prove that **GLS Germany** suffered no or a substantially lower damage.

- 4.6 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.

- 4.6.1 **GLS Germany** carries out at the maximum two delivery attempts.

- 4.6.2 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.

- 4.6.3 **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.

- 4.6.4 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.

- 4.6.5 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.

- 4.7 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.

5. Transportation exclusions

In view of the processes described in clause 4 (particularly clause 4.1) the goods and parcels listed below shall be excluded from transportation by **GLS Germany** due to their value or their composition:

- 5.1 - Parcels whose value exceeds € 5,000.00,
- Goods which are insufficiently or not customarily packed; computers (desktops, 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 section 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.
- 5.2 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.

- 5.3 Additionally excluded shall be
- 5.3.1 from transportation abroad:
- tobacco products and liquors,
 - personal effects.
- 5.3.2 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.

5.4 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.

5.5 If the sender assigns **GLS Germany** with the transport of parcels, whose transport is prohibited according to clauses 5.1 – 5.3 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 5.1 – 5.3, 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**.

5.6 If a parcel which is excluded from transportation is refused at the time of pick-up of the parcel or is later returned to the sender for this reason, **GLS Germany** reimburses the sender the transportation fees. Clause 4.5 sentences 2-4 apply accordingly.

6. Sender's Obligations

6.1 The sender shall affix to the parcel the parcel label individually generated via Easy-Start. The sender shall ensure that the hard- and software necessary for the completion of the ordering and the printing of the parcel label is available and fully functional. The sender shall be liable for the consequences of any errors with respect to parcel label printing. The sender shall ensure, when handing over the parcel that only one undamaged 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.

6.2 If the sender does not comply with his obligations according to clause 6.1 **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.

6.3 All dispatches identified with the parcel label individually generated for the sender shall be attributed to the sender. The sender is obliged to inform **GLS Germany** immediately in case of fraudulent use of his Easy-Start-account. In case of fraudulent use or other use in breach of the contract **GLS Germany** shall be entitled to block the sender's Easy-Start-account. The sender shall be liable for all damages due to fraudulent use of his Easy-Start-account as far as he is responsible for it.

6.4 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).

7. Liability

7.1 **GLS Germany** is liable for loss or damage of parcels in its custody according to sections 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.

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

8. Insurance

8.1 If the sender takes out no transport insurance, **GLS Germany** compensates the value of the goods beyond the limitation of liability according to clause 7.1, sentence 1, and clause 7.2 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 7.1, sentence 1, and clause 7.2 only if the waiver of **GLS Germany** is stipulated in written form.

8.2 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**.

9. 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.

10. 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.

11. Severability / Jurisdiction

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

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

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. -