

## General Terms and Conditions for GLS-Pakete.de / the GLS-Pakete App

### 1. Scope of Application

1.1 These General Terms and Conditions for GLS-Pakete.de / the GLS-Pakete App ("GTC") shall apply to all contracts concluded with General Logistics Systems Germany GmbH & Co. OHG, GLS-Germany-Str. 1-7, 36286 Neuenstein, Germany, email: [versand-service@glg-germany.com](mailto:versand-service@glg-germany.com), telephone: +49 (0) 6677 / 646 90 70 40 ("GLS"), concerning the transportation of parcels arranged via the website <https://www.gls-pakete.de> ("GLS-Pakete.de") and the GLS application ("GLS-Pakete App"). The inclusion of any general terms and conditions of the sender is hereby expressly rejected. Such terms and conditions shall not become part of the contract, even if GLS accepts them without objection or performs its services without reservation.

1.2 Subject to any mandatory statutory provisions (including, without limitation, the Convention on the Contract for the International Carriage of Goods by Road (CMR) and the Montreal Convention in the case of cross-border transportation), any individual agreements, and these GTC, in each case in the order of precedence stated above, §§ 407 et seq. of the German Commercial Code (Handelsgesetzbuch – HGB) shall govern. The German Freight Forwarders' Standard Terms and Conditions (Allgemeine Deutsche Spediteurbedingungen – ADSp) are expressly excluded.

### 2. Conclusion of Contract

2.1 The services presented on GLS-Pakete.de and in the GLS-Pakete App are non-binding. By submitting an order via the "Buy Now" button, the sender makes a legally binding offer to conclude a contract of carriage. Prior to submitting the order, all information entered will be displayed again in the shopping cart and may be reviewed and corrected by the sender. The contract of carriage shall only be concluded upon receipt of GLS's electronic order confirmation. The contract text will not be stored by GLS after the conclusion of the contract. Contracts may be concluded in either German or English.

2.2 The transportation charges must be paid in advance by non-cash payment using one of the payment methods made available during the ordering process. The price list published on GLS-Pakete.de or in the GLS-Pakete App at the time of order placement shall be binding. All prices are quoted as gross amounts and include the applicable statutory value-added tax (VAT).

### 3. Right of Revocation

**If you conclude the contract as a consumer, you have the following right of revocation.**

#### 3.1 Right of Revocation

You have the right to revoke this contract within 14 days without giving any reason. The revocation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of revocation, you must inform us (General Logistics Systems Germany GmbH & Co. OHG, Debitorenbuchhaltung, GLS-Germany-Str. 1-7, 36286 Neuenstein, telephone: +49 (0) 6677/646 90 70 40, email: [versand-service@glg-germany.com](mailto:versand-service@glg-germany.com)) of your decision to revoke this contract by an unequivocal statement (e.g. a letter sent by post or an email). You may use the revocation form available at [https://www.gls-pakete.de/downloads/en/GLS-Pakete\\_revocationform.pdf](https://www.gls-pakete.de/downloads/en/GLS-Pakete_revocationform.pdf) but it is not obligatory. You may also exercise your right of revocation online at <https://www.gls-pakete.de/en/private-customers/revocation>. If you use this online function, we will promptly provide you with an acknowledgement of receipt on a durable medium (e.g. by email), including information on the content of the revocation declaration as well as the date and time of its receipt.

To meet the revocation deadline, it is sufficient for you to send your communication concerning your exercise of the right of revocation before the revocation period has expired.

#### 3.2 Consequences of Revocation

If you revoke this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to revoke this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you have requested that the services begin during the revocation period, you shall pay us an amount which is in proportion to what has been provided by us until you have communicated your revocation of this contract to us, in comparison to the full scope of services foreseen in the contract.

### 4. Parcel

The following dimensions and weights apply to parcels carried

Maximum weight:	40.0 kg
Maximum length:	2.0 m
Maximum height:	0.6 m
Maximum width:	0.8 m
Maximum girth*:	3.0 m
*(2 × height + 2 × width + 1 × longest side)	

### 5. Exclusions from Carriage (Prohibited Goods)

5.1 The goods and parcels listed below are excluded from carriage:

- Parcels that do not comply with the parcel specifications set out in Section 4;
- Parcels with a value exceeding € 5,000;
- All parcels with a total value exceeding € 25,000 per day that a sender hands over to GLS for carriage to the same recipient;
- Insufficiently packaged goods;
- Goods requiring special handling (e.g. particularly fragile items or items that may only be transported upright or only on one side);
- Goods requiring special protective measures during transport due to their nature against heat, cold, temperature fluctuations, humidity, or vibration, as otherwise they may spoil, dry out, leak, melt, or become deformed (e.g. fresh or frozen food such as meat, fish, dairy products, fruit and vegetables, cut flowers);
- Prescription medicines as well as medicines that must be transported separately from other goods (e.g. tyres, dangerous goods), as well as vaccines, insulin, and narcotics;
- Human and animal remains, blood products, organs, and live animals;
- Cash or documents of monetary value (e.g. postage stamps, securities, savings books, credit, bank and debit cards), telephone cards, SIM and prepaid cards (e.g. for

mobile phones), vouchers and gift cards;

- Precious metals and gemstones, genuine jewellery and genuine pearls, works of art and collectibles, antiques;
- Watches with a value exceeding € 500 per parcel;
- Keys, key cards, and transponders;
- Documents that must be transmitted within a deadline or to comply with a deadline (e.g. tender documents, terminations, time-sensitive documents);
- Firearms, essential parts of firearms within the meaning of § 1 of the German Weapons Act (Waffengesetz), as well as ammunition;
- Dangerous goods of any kind;
- Waste. Waste means any substances or objects that the sender no longer intends to use and therefore intends to discard permanently, whether for disposal as waste or for recovery (e.g. recycling). This includes, for example, empty toner cartridges, waste electrical and electronic equipment, batteries and accumulators, scrap metal, and household waste;
- Parcels whose contents, external appearance, carriage, storage, use, or intended purpose violate laws or official regulations (e.g. export or import regulations, customs or excise rules, notification, authorisation, or approval requirements). This also includes parcels containing items that infringe intellectual property rights, in particular counterfeit products or unauthorised copies of products (brand piracy). Also excluded are parcels for which GLS or subcontracted carriers would be subject to special reporting, control, or approval obligations towards authorities under domestic or foreign regulations;
- Goods or parcels the sending of which are prohibited under all applicable sanctions laws, for example because of their contents, their intended recipient or the country to or from which they are to be sent. Sanctions laws include all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities, including without limitation those imposed by the United Nations, the European Union and the member states of the European Union;

In addition, the following are excluded from international carriage:

- Tobacco products and spirits;
- Tyres, insofar as the country of destination is Sweden.

5.2 The sender shall comply with the exclusions from carriage and shall, prior to handover, verify that the shipment is not excluded from transportation. Any consent to carriage given by subcontractors or their vicarious agents, as well as the mere acceptance of a parcel, shall not constitute approval by GLS of the carriage of goods in breach of the exclusions from carriage.

### 6. Scope of Services

6.1 After conclusion of the contract, the sender shall receive the parcel label as a PDF file for printing as well as a mobile parcel label (QR code). Parcels with a printed parcel label may be handed over at any GLS Parcelshop or deposited at authorised GLS Parcellocker (automated stationary facilities for the drop-off and collection of parcels) in Germany. When using the mobile parcel label, drop-off is only possible at GLS Parcelshops.

6.2 GLS shall collect the parcels from GLS Parcelshops or GLS Parcellocker, carry them to the destination, and deliver them to the recipient in accordance with Section 7.

6.3 Delivery of parcels shall be made on working days, excluding Saturdays, free to the recipient's address within standard transit times, which can be viewed at <https://www.gls-pakete.de/en/glossary/standard-delivery-times>. However, compliance with standard transit times does not form part of the contract. No binding delivery times or deadlines are agreed.

6.4 GLS performs parcel carriage as a mass parcel service provider. Through standardised processes, economical and fast carriage is achieved. The handover of parcels at GLS Parcelshops and GLS Parcellocker is documented by means of the receipts designated by GLS for this purpose. The parcels are transported as consolidated consignments and are sorted within depots and transshipment facilities via automated conveyor systems. It cannot be excluded that, due to this mode of carriage, parcels are exposed to influences such as typical vibrations, centrifugal forces, and stresses resulting from transshipment. Carriage is not temperature-controlled. Parcels may therefore be subject, depending on external ambient conditions, to temperature fluctuations as well as exposure to heat and cold. Upon receipt at the outbound depot, upon passing through a transshipment hub, upon receipt at the inbound depot, upon handover to the delivery driver, and upon delivery, parcels are scanned and the date and time are recorded. No further interface documentation shall be provided.

6.5 GLS is not obliged to conduct examinations or to execute measures for the conservation or improvement of the goods and its packing.

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

6.7 Performance hindrances outside GLS's sphere of risk shall release GLS from its obligations for the duration of such hindrances, insofar as performance has become impossible as a result thereof.

### 7. Delivery

7.1 GLS shall make a maximum of two delivery attempts. Delivery to commercial recipients may be effected at the goods receiving area.

7.2 Delivery of parcels shall be made to the address stated by handover to the recipient, unless it has been agreed that GLS shall make parcels available for collection by the recipient at a GLS Parcelshop or GLS Parcellocker. Small parcels containing goods with or without commercial value, not exceeding 2 kg in weight, not exceeding DIN C4 format in length and width, and not exceeding 5 cm in height (goods consignments), may also be delivered to the address stated by dropping them into a device intended for the recipient and sufficiently capable of receiving letters.

**If delivery pursuant to sentence 1 or 2 of this Section 7.2 is not possible, parcels may, after the first unsuccessful delivery attempt, where possible, be handed over to a substitute recipient, provided that no contrary instruction has been given by the sender or recipient. Substitute recipients shall be persons present at the recipient's premises as well as immediate neighbours (neighbour delivery), provided that, based on the circumstances, it may be assumed that they are authorised to accept the parcel. Immediate neighbours shall mean all other persons living or working in the same building or, if no such persons exist or can be found, also persons living or working in the nearest building.** The recipient shall be informed without undue delay, by physical or electronic notification (notification card or email) in the designated receiving facility (letterbox or electronic mailbox), of the name and address of the neighbour.

- 7.3 Notwithstanding Section 7.2, where corresponding instructions have been provided by the recipient, delivery shall be made to the address specified in the recipient's address by placing the parcel in a receptacle for the receipt of parcels that is provided by or available to the recipient and has sufficient capacity, or by delivery to a carrier-neutral parcel locker the use of which does not result in any additional costs for GLS, or, where a corresponding agreement has been concluded between GLS and the recipient, by another method, such as depositing the parcel at a designated location (drop-off authorisation) or handing it over to a specified person, provided that such person qualifies as a substitute recipient pursuant to Section 7.2.

GLS shall inform the recipient without undue delay by means of a notification card or email of the deposit of the parcel in the carrier-neutral parcel locker, the placement of the parcel at the designated drop-off location and the time of such placement, or the handover of the parcel to the neighbour designated by the recipient. If delivery in accordance with this Section 7.3 cannot be effected for reasons beyond the control of GLS, delivery shall be made in accordance with Section 7.2.

- 7.4 If a parcel can neither be delivered in accordance with Section 7.2 nor in accordance with Section 7.3, nor made available for collection, the recipient shall be notified of the unsuccessful delivery attempt and requested to collect the parcel from the nearest collection point (GLS Parcelshop or GLS Parcellocker), the address of which shall be specified in the notification.
- 7.5 Unless otherwise agreed between GLS and the sender, parcels that have been made available for collection but have not been collected, as well as parcels that are ultimately undeliverable, shall be returned to the sender.
- 7.6 Delivery shall be effected by documented handover of the parcel to the recipient or, as applicable, to a substitute recipient, unless otherwise agreed, in particular where delivery is made by depositing the parcel at a designated location pursuant to a drop-off authorisation. For documentation purposes, GLS may use electronic devices (e.g. smartphones) on which the name of the recipient or substitute recipient is recorded.
- 7.7 As part of the "Recipient Address Delivery Option" service, GLS gives the recipient the opportunity to determine the place and time of delivery by selecting from available delivery options (e.g. delivery to a GLS Parcelshop or GLS Parcellocker, or delivery on a different day). If the recipient makes use of this option, the right to issue instructions shall pass to the recipient in deviation from § 418 (2) sentence 2 HGB. GLS shall make a maximum of two delivery attempts in accordance with the delivery option selected by the recipient and the provisions of this Section 7.
- 7.8 If parcels cannot be delivered in accordance with this Section 7 and return carriage to the sender is not possible because the identity of the sender is unknown, or if the sender refuses to accept the return of the parcel, GLS shall be entitled to dispose of the parcels after a period of 90 days from the date on which the parcel was determined to be undeliverable. Parcels which cannot be disposed of may be destroyed by GLS.

#### 8. Obligations of the Sender

- 8.1 The sender shall provide all information completely and accurately during the ordering process and shall ensure that the technical requirements necessary for the use of the parcel label are met (in particular access to the relevant email account, the ability to view PDF files and print them, or the use of a mobile device for the QR code).
- 8.2 Where a mobile parcel label is not used, the sender shall affix the printed parcel label to the largest side of the parcel in a clearly visible, undamaged and unaltered condition. Where a mobile parcel label is used, the parcel label shall be printed and affixed at the GLS Parcelshop.
- 8.3 The sender shall package the shipment in accordance with the expected transport stresses by providing appropriate internal and external packaging suitable for the nature of the goods to be shipped. The goods shall be packaged in such a way that, on the one hand, they are protected against loss and damage, and, on the other hand, no damage can be caused to persons involved in the carriage or to other parcels being transported. Any markings on the parcel (e.g. "Fragile" or "This side up") cannot be taken into account. The packaging must be sealed and must ensure that access to the contents is not possible without leaving clear and evident signs of tampering on the outer packaging. For guidance, reference is made to the GLS guide for occasional shippers (<https://www.gls-pakete.de/en/glossary/downloads>). Any other parcel labels must be removed from the packaging.
- 8.4 If the sender breaches any obligations under this Section 8 or uses the services in violation of the contract, GLS may, at its reasonable discretion, take such measures as are necessary to remedy the non-compliant condition, in particular to prevent risks (e.g. unloading, storage, return carriage, making the shipment available for collection by the sender, blocking the sender's access to GLS online services via GLS-Pakete.de and the GLS-Pakete App). This shall apply in particular where prohibited goods within the meaning of the exclusions from carriage are shipped. Improper use shall also be deemed to exist where the parcel data provided during the ordering process does not correspond to the parcel actually handed over (e.g. incorrect parcel dimensions or size categories). Parcel labels must not be altered, falsified, reproduced or reused. Any resale is prohibited.
- 8.5 For shipments to other EU Member States, the sender shall be responsible for fulfilling the proof requirements in connection with the VAT exemption for intra-Community supplies.

#### 9. Liability

- 9.1 GLS shall be liable for any damage resulting from the loss of or physical damage to the goods occurring between the time the goods are taken over and their delivery or from exceeding the delivery time (if owed) as follows:
- 9.1.1 In case of transport within Germany in accordance with the provisions of the HGB.
- 9.1.2 In case of international carriage by road in accordance with the provisions of the CMR.
- 9.2 If the sender has not taken out transport insurance, GLS reimburses, in excess of the liability limits set forth in Sections 9.1.1 and 9.1.2, for loss of or damage to the goods, the value of the goods shipped, limited to the amount of
  - the purchase price of the sender or
  - in the case of used goods, the current market value, or
  - in the case of goods shipped on the occasion of an auction, the auction price,
depending on which amount is the lowest in the individual case, but up to a maximum of € 750.00 per parcel.

Any deductible agreed between the sender and its insurer shall only lead to the appli-

cability of this Sections 9.2 if this has been agreed between GLS and the sender.

- 9.3 GLS shall not be liable for consequential damages and costs such as purely economic losses, loss of profit, loss of sales or expenses of substitute performance.
- 9.4 The aforesaid limitations of liability in Sections 9.1 to 9.3 shall not apply if the damage is attributable to an act or omission committed by GLS or a person referred to in § 428 of the HGB intentionally or recklessly and with the knowledge that damage would probably result.
- 9.5 In the case of international carriage by air in application of the Montreal Convention, liability shall be limited by Article 22 of the Montreal Convention irrespective of the provisions of Sections 9.1 to 9.4. Art. 25 Montreal Convention shall not apply.
- 9.6 The sender's liability, in particular pursuant to § 414 HGB and for damages and expenses incurred by GLS or third parties as a result of a breach of the exclusions from carriage, shall remain unaffected; where the sender is a consumer within the meaning of § 13 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), liability shall require fault.
- 10. Severability, Place of Jurisdiction**
- 10.1 Should any individual provision of these GTC be or become invalid, the validity of the remaining provisions remain unaffected.
- 10.2 The exclusive place of jurisdiction for all disputes with merchants (Kaufleute), legal entities under public law, or special funds under public law shall be Bad Hersfeld, Hesse, Germany.
- 11. General obligation to provide information under § 36 of the German Act on Alternative Dispute Resolution in Consumer Matters (VSBG)**
- Consumers (senders who contractually use postal services and recipients of postal items) may refer disputes to the Federal Network Agency as a conciliation body pursuant to § 34 of the German Postal Act (PostG) for the resolution of disputes with GLS concerning rights and obligations in cases of loss, theft, or damage to postal items, unless special conditions have been agreed for the shipment.

A prerequisite for referring the matter to the conciliation body is that an attempt to resolve the dispute with GLS has previously been unsuccessful. If a consumer brings a case before the conciliation body, GLS is obliged to participate in the conciliation proceedings.

#### Competent consumer conciliation body:

Bundesnetzagentur für Elektrizität, Gas, Telekommunikation, Post und Eisenbahnen  
Schlichtungsstelle Post  
Tulpenfeld 4  
53113 Bonn  
Internet: [www.bundesnetzagentur.de](http://www.bundesnetzagentur.de)

In all other cases, GLS does not participate in dispute resolution proceedings within the meaning of the German Consumer Dispute Resolution Act (VSBG).

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