

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

- hereinafter referred to as „GLS“ - for Parcelshop-Customers

1. Scope

- 1.1 These General Terms and Conditions (GTC) apply to all contracts with GLS for the national and international dispatch of parcels posted for shipment in GLS Parcelshops in Germany.
- 1.2 As far as - in the following order - mandatory legal regulations, in particular in case of crossborder transports the Convention on the Contract for the International Carriage of Goods by Road (CMR) or the Montreal Convention, individual agreements or these GTC do not contain any deviating provisions, the provisions of §§ 407 et seq. German Commercial Code (HGB) on the freight contract shall apply. The application of the German Freight Forwarders' Standard Terms and Conditions (ADSp) is excluded. The inclusion of GTC of the sender is expressly contradicted. Tacit receipt of such GTC or tacit provision of services shall not be deemed as consent of GLS with the validity of the sender's GTC.

2. Services and obstacles

- 2.1 GLS collects the parcels from GLS Parcelshops, transport the parcels to the destination and deliver them to the consignee in accordance with Section 3 of these GTC. The delivery of the parcels is carried out on working days, except Saturdays, free to the consignee's address within estimated delivery times, which can be viewed at <https://www.gls-pakete.de/en/glossary/standard-delivery-times>. However, compliance with estimated delivery times is not part of the contract and is neither assured nor guaranteed. Delivery times are not agreed.
- 2.2 GLS carries out parcel transportation as a bulk parcel service provider. An economical and fast transportation is achieved by standardised operations. The handover of parcels at a GLS Parcelshop is documented with the receipts provided by GLS. The parcels are transported as consolidated shipment and sorted within the depots and reloading points with automatic conveyers. Impacts on parcels associated with this type of transport cannot be excluded, such as typical vibrations, centrifugal forces and impacts resulting from reloading. The transports are not temperature-controlled. The parcels may therefore also be subject to temperature fluctuations and the effects of heat and cold, depending on the respective outside temperatures. The parcels are scanned 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, whereby date and time are registered. Further interface documentation is not carried out. GLS is entitled to use subcontractors to provide the services.
- 2.3 GLS is not obliged to conduct examinations or to execute measures for the conservation or improvement of the goods and its packing.
- 2.4 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.
- 2.5 Performance hindrances which are not attributable to GLS, shall release GLS from the obligations for the duration of its time, the fulfilment of which has become impossible due to them.

3. Delivery

- 3.1 GLS carries out a maximum of two delivery attempts.
- 3.2 Delivery can be made to commercial consignees at the goods receiving point. The delivery to P.O. boxes or similar special addresses is excluded.
- 3.3 **In the interest of a parcel delivery as fast as possible, parcels may, if the consignee is not met in person at the first delivery attempt, be handed over to a person present in the flat or shop of the consignee or, if this should not be possible, to a neighbour of the consignee, if with respect to the specific circumstances it is to be assumed that such person is entitled to accept the parcel.** Neighbour shall be defined as a person who lives or works in the same or nearest building. **If this should not be possible, parcels can be deposited at a nearby GLS Parcelshop for collection by the consignee. The consignee will be immediately informed in detail by means of physical or electronic notification (notification card or e-mail) to the designated receiving facility (letterbox or electronic mailbox) where he can pick up his parcel.**
- 3.4 To prove the delivery, GLS usually uses electronic devices (especially smartphones) on which the consignee acknowledges receipt of the parcel. A confirmation of receipt is generated and archived together with the name of the consignee and his digitized signature. The reproduction of the digital confirmation of receipt or the printout of the electronically stored document serves as proof of delivery. However, GLS can also prove delivery in another suitable way.
- 3.5 GLS shall be entitled to drop off parcels at a location designated by the consignee if the consignee has permitted GLS to do so in advance (drop-off permit). GLS shall immediately inform the consignee about the provision of the parcel at the drop-off location and the time of the drop-off by means of a notification card or e-mail to the designated receiving facility (letterbox or electronic mailbox).
- 3.6 GLS shall give the consignee the opportunity to determine the place and time of delivery by means of selectable delivery options (e.g. delivery to a GLS Parcelshop, collection from a GLS depot, delivery on another day). If the consignee makes use of this option, the right to issue instructions is transferred to the consignee in deviation from § 418 (2) sentence 2 HGB. GLS carries out a maximum of two delivery attempts in accordance with the delivery option selected by the consignee and considering Sections 3.2 to 3.5.
- 3.7 If parcels cannot be delivered in accordance with Sections 3.1 to 3.6 to the consignee or to any other person in Section 3.3 or stored at a GLS Parcelshop within the retention period specified in the notification and also cannot be returned to the sender be-

cause he can still not be determined or he refuses to take back the parcel, GLS shall be entitled to exploit the parcels after a 90-day period. The period begins at the time undeliverability is ascertained. Parcels which cannot be exploited may be destroyed by GLS.

4. Transportation exclusions (prohibited goods)

- The goods and parcels listed below shall be excluded from transportation by GLS:
- 4.1 parcels whose value exceeds € 5,000.00,
- all parcels with a total value of more than € 25,000.00 handed over by a sender in GLS Parcelshops on one day for delivery to the same consignee,
- goods which are insufficiently packed,
- goods which require special handling (because they are e.g. particularly fragile or have to be transported upright or only lying on a certain side),
- goods that require special protection during transport against heat, cold, temperature fluctuations, air humidity or shocks (especially against spoilage, drying out, leakage, melting),
- remains, blood reserves, organs, live animals,
- prescription drugs and drugs which must be transported separately from other goods (e.g. from tyres, hazardous goods), vaccines, insulin and narcotics,
- precious metals and stones, jewellery and genuine pearls, objects of art, collector's items, antiques,
- other goods of value (e.g. watches) with a value of more than € 500.00 per parcel,
- keys, key cards and transponders,
- documents that must be transmitted to meet or within a deadline (e.g. tender documents, notices of termination, documents subject to deadlines),
- phone cards, SIM cards and prepaid cards (e.g. for mobile phones),
- money and documents of monetary value (e.g. stamps, 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,
- substances or objects intended for disposal by way of recycling or disposal (e.g. empty toner cartridges, rechargeable batteries or batteries, old electrical equipment, waste),
- parcels whose content, external quality, dispatch or storage violates a legal or public authority prohibition including applicable export or import regulations; these include parcels whose content violates legal provisions on the protection of intellectual property including forged or unlicensed copies of goods (counterfeiting),
- 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,
- parcels with the franking "freight collect",
- parcels with one of the following destinations:
- outside the EU: all countries (customs destinations), except Monaco,
 - 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, Croatian islands and Ireland.
- 4.2 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.
- 4.3 Additionally excluded shall be:
- 4.3.1 from transportation abroad:
- tobacco products and liquors,
 - personal effects,
 - tyres, if Sweden is the destination country.
- 4.3.2 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.
- 4.4 In the event of violations of Section 4.2, GLS shall nevertheless be entitled to continue the transport and to demand a lumpsum reimbursement of expenses in the amount of € 50,00 from the sender. The sender is expressly permitted to prove that no such expenses were incurred at all or that they were significantly lower than the lump sum. GLS reserves the right to prove higher expenses.
- 4.5 Individual labels or marks affixed to a parcel indicating a condition referred to in Sections 4.1 to 4.3 (e.g. "caution glass" or "bottom/top") shall not be deemed to be constitutive knowledge on the part of GLS, in particular with regard to the type of carriage described in Section 2. Consent to carriage given by a subcontractor and its vicarious agents or tacit acceptance of a parcel shall not constitute consent by GLS to carriage contrary to a transport exclusion.

5. Obligations of the sender

- 5.1 Each parcel must be provided by the sender with a single parcel label, completed in full and correctly, and approved by GLS. The parcel label must be undamaged, clearly visible and uncovered on the largest side of the parcel. Old parcel labels, address details or other old marks must be removed.

- 5.2 The sender is obliged to comply with the transport exclusions and must carry out appropriate checks before handing over the parcels to GLS.
- 5.3 The sender is responsible for providing the shipped goods with inner and outer packaging considering the nature of the goods to be shipped and the type of carriage agreed. The goods must be packed in such a way that they themselves are protected against loss and damage and that no damage can occur to the persons carrying out the transport and to other transported parcels. In particular, the packaging must ensure that it is not possible to access the parcels contents without leaving clear traces on the outer packaging. The GLS guideline for occasional senders (<https://www.gls-pakete.de/en/glossary/downloads>) is designed to assist the sender. GLS accepts only closed parcels.
- 5.4 If the sender fails to comply with its obligations under Sections 5.1 to 5.3, GLS may, at its reasonable discretion, take any measures necessary to remedy the situation in breach of the contract, in particular to avoid hazards (e.g. unloading, storage, return, making the parcel available for collection by the sender).
- 5.5 In case of transports to other EU countries, the sender is responsible for fulfilling the obligations to provide evidence in connection with the VAT exemption for intracommunity deliveries.
- 6. Transportation fee**
The GLS Parcelshop price list valid on the day the order is placed shall apply. The transport fee must be paid in advance, but no later than when the parcel is handed over at the GLS Parcelshop.
- 7. Liability**
- 7.1 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:
- 7.1.1 In case of transport within Germany in accordance with the provisions of the HGB.
- 7.1.2 In case of international carriage by road in accordance with the provisions of the CMR.
- 7.2 If the sender has not taken out transport insurance, GLS reimburses, in excess of the liability limits set forth in Sections 7.1.1 and 7.1.2, 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 applicability of this Sections 7.2 if this has been agreed between GLS and the sender.
- 7.3 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.
- 7.4 The aforesaid limitations of liability in Sections 7.1 to 7.3 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.
- 7.5 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 7.1 to 7.4. Art. 25 Montreal Convention shall not apply.
- 7.6 The liability of the sender, in particular according to § 414 HGB as well as for damages and expenses incurred by GLS or third parties due to the violation of transport exclusions, remains unaffected; if the sender is a consumer in the meaning of § 13 German Civil Code (BGB), liability presupposes fault.
- 8. Severability /Jurisdiction**
- 8.1 If any provision of these GTC should be invalid or non-enforceable, this shall not affect the validity and enforceability of the remaining provisions.
- 8.2 The exclusive venue for litigation with traders, public corporations or special funds under public law shall be Bad Hersfeld/Hessen.
- 9. General obligation to provide information under Section 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 Section 34 of the German Postal Act (PostG) for the resolution of disputes with General Logistics Systems Germany GmbH & Co. OHG 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 General Logistics Systems Germany GmbH & Co. OHG has previously been unsuccessful. If a consumer brings a case before the conciliation body, General Logistics Systems Germany GmbH & Co. OHG 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
- In all other cases, General Logistics Systems Germany GmbH & Co. OHG does not participate in dispute resolution proceedings within the meaning of the German Consumer Dispute Resolution Act (VSBG).
- Status: July 2022**
- This translation of the GTC is made for convenience reasons only. For all disputes arising from or in connection with this GTC of GLS, only the text of the corresponding German version of the GLS's GTC shall be legally binding.**