

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

– hereinafter referred to as **GLS** – for business customers (Status as of: January 2018)

## 1. Application

- 1.1 These General Terms and Conditions (GTC) shall apply to all activities performed by **GLS** to an entrepreneur within the meaning of § 14 German Civil Code (BGB), in particular the dispatch, transshipment, storage and transport of parcels within Germany and international. Additionally the guideline for regular senders and the NC goods guideline shall apply (see: <https://gls-group.eu/DE/en/customer-information>).
- 1.2 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 shall apply primarily. The application of the German Freight Forwarders' Standard Terms and Conditions (ADSp) is excluded.

## 2. Scope of Service and Hindrances

- 2.1 **GLS** as a mass parcel provider carries out parcel transportations. A transportation as economical and fast as possible is achieved by standardised operations. The parcels are transported as consolidated shipment and sorted 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** 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** shall be entitled to take actions which are suitable and reasonable with respect to the interests of the sender, in particular, **GLS** shall be entitled to return the parcel to the sender. The sender shall indemnify **GLS** 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**.

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

In the event that the sender transfers parcel data to **GLS** 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**. **GLS** 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 neither be deemed as acknowledgment of the shipping list nor 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. If **GLS** informs the consignee on behalf of the sender about the anticipated parcel delivery time this also does not constitute a guaranteed delivery time.
- 2.5.1 **GLS** 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 goods receiving department. The delivery at P.O. boxes or similar special addresses shall be excluded.
- 2.5.3 **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 next building. **If this should not be possible, parcels may be stored at a GLS ParcelShop in the vicinity for collection by the consignee. The consignee will be notified via a notification card which is filled in and laid into his receive station (generally the letterbox) at the same time, that and where he can collect his parcel.** Within the scope of the **AddresseeOnlyService** an alternative delivery is excluded.
- 2.5.4 When a parcel is delivered, the person accepting the parcel confirms the receipt on the handheld scanner or as the case may be in an individual case on the delivery note list. The digitally available signature is used as proof of delivery.
- 2.5.5 In case the consignee granted **GLS** a permission to deposit the parcel, the parcel is deemed to be delivered when deposited at the place defined in the permission.
- 2.6 If the sender hands over parcels to **GLS** using the **FlexDeliveryService**, i.e. with parallel transmission of the consignee's e-mail address/telephone number, the consignee after being contacted by **GLS** has the possibility to directly influence the delivery of the parcel. Instructions of the consignee are deemed instructions of the sender in

regard to **GLS**. The parcel is delivered when delivered according to the instructions of the consignee taking into account clauses 2.5.1 to 2.5.5 above.

- 2.7 For the time of their duration, performance hindrances which are not attributable to **GLS**, relieve **GLS** from all obligations whose completion was made impossible through these.
- 2.8 If parcels cannot be delivered in the manner set forth in clauses 2.5.1 to 2.5.5 to the consignee or to any other person in clause 2.5.3 or stored at a **GLS ParcelShop** and also cannot be returned to the sender because 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**.

## 3. Transportation Exclusions (Prohibited Goods)

The goods and parcels listed below shall be excluded from transportation by **GLS**:

- 3.1
- Parcels whose value exceeds € 5,000.00,
  - Goods which are insufficiently packed,
  - Goods which require special handling (e.g. being particularly fragile or have to be transported upright or only lying on a certain side),
  - Perishable or temperature sensitive goods, 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, watches, jewellery and pearls, objects of art, collector's items and antiques with a value of more than € 750.00 per parcel,
  - Goods which possess a low value themselves but whose damage or loss could cause high consequential damages (e.g. tender documents, volumes with sensitive data),
  - Phone cards and prepaid cards (e.g. for mobile phones),
  - Money and documents with 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 classes not mentioned in clause 7 for transportation within Germany and waste according to German KrVWG,
  - 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 classified as carriage forward.
- 3.2 Furthermore, parcels shall be excluded from transportation which have a weight of more than 40 kg (**EuroExpressParcel** and **GlobalExpressParcel** more than 50 kg, **GlobalBusinessParcel** more than 30 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,
  - Tyres, if Sweden is the destination country.
- 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** exclusively accepts closed parcels for transportation. Upon suspicion of such exclusions and in statutorily permitted exceptional situations **GLS** shall be entitled to open and to check the parcels.
- 3.5 If the sender assigns **GLS** with the transport of parcels, whose transport is prohibited according to clauses 3.1 – 3.3 and without prior approval of **GLS**, the sender shall be liable in accordance with the legal provisions 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.) suffered by **GLS** or third parties which result from the assignment contrary to the transport exclusions. Nevertheless in case of violation against clause 3.2 **GLS** shall be entitled to carry out the transportation and to demand a general reimbursement of expenses in the lump sum of € 50.00. The sender is explicitly allowed to verify that the expenses were not incurred, or that they were significantly less than the lump sum stated above. **GLS** reserves the right for evidence of higher expenses.

3.6 Individual labels or signs which are affixed to a parcel and which indicate a composition according to clauses 3.1 – 3.3 shall, in particular because of the service description in clause 2.1, not be sufficient to alert GLS to a consignment contrary to a transportation exclusion. GLS has no means to provide a special handling. Consent of a carrier or its agents or a tacit acceptance of a parcel does not represent approval of GLS.

#### 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. 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 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 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 guideline of regular senders of GLS will assist the sender in this matter (see: <https://gls-group.eu/DE/en/customer-information>).

4.4 The order for the transportation abroad includes the assignment of GLS 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 without request. The distribution of costs for customs clearance, customs duties and taxes follows the chosen postage. 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 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. CashService

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

5.2 The amount to be collected must be entered on the appropriate designated GLS form. The amount to be collected 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 for the transport to the same consignee, then the sum of the amounts to be collected must not exceed € 9,999.99. If parcel data is transferred via remote data transmission, the amount being submitted electronically shall be binding. If the amount to be collected is indicated in digits and in words, the digits shall prevail 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.

5.3 Any *CashService* offered to the sender of the *CashService*-Parcel are offered on the basis and understanding that GLS will act as the sender's cash collection agent only and GLS does not have the authority to bind the sender, or to conclude an agreement with the recipient of the *CashService*-Parcel on behalf of the sender. The sender shall perform its anti-money laundering obligations as required by applicable law and/or regulation.

#### 6. Guaranteed24Service and Express

6.1 With the *Guaranteed24Service* parcels will be delivered within Germany (except German islands) on 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 shipping planner on the GLS website [www.gls-group.eu](http://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 compensates, subject to the extent of the delay, the surcharge which was paid for the service, less VAT provided that GLS was responsible for the delay. Apart from that the clauses 9.1 and 9.2 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. HazardousGoodsService

7.1 GLS provides exclusively in inner-German traffic the forwarding of hazardous goods of the classes 2 (excluding the classification code 1-3, 4F, 9 and toxic gases), 3, 4.1 (excluding the classification code SR and FO), 5.1 (excluding packing group 1) and the classification code O<sub>3</sub>, OT<sub>1</sub>, 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 of hazardous goods to GLS 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 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 the resulting damage.

#### 8. Transportation Fees, Reimbursement of Expenses

8.1 The prices and surcharges agreed between GLS and the sender apply. If the dimensional weight (based on 1 m<sup>3</sup> = 166.67 kg) exceeds the physical weight, GLS can carry out a separate subsequent billing. Instructions to transport a parcel to another destination and the transport of goods which cannot 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, GLS invoices the sender once more with the transportation fee. The cancellation of an order may be charged.

8.2 Invoices of GLS 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 are considered as having been approved three months after receipt of the invoice. This consequence will be pointed out on each invoice additionally.

8.3 If transportation fees, costs pertaining to customs clearance (in particular customs duties and taxes), other costs or expenditures have to be paid by a foreign consignee, or were caused by him, then the domestic sender has to substitute to GLS the amounts which were not settled by the foreign consignee upon the first request.

#### 9. Liability

9.1 GLS is liable for loss or damage of parcels 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 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.

9.2 If the sender takes out no transport insurance, GLS compensates the value of the goods beyond the limitation of liability according to clause 9.1, 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 an amount of up to € 750.00 (for *CashService*-Parcels limited to the amount of € 2,500.00) per parcel.

Retention agreed between the insurer of the sender and the sender leads to the applicability of this clause 9.2 only if this is agreed between GLS and the sender.

9.3 For the products *GlobalBusinessParcel* and *GlobalExpressParcel* the liability of GLS shall not follow the clauses 9.1 and 9.2 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. The same shall apply to certain destination countries in the scope of *EuroExpressParcel* (see information in the price lists).

9.4 If GLS 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 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 fundamental contractual obligations. Should GLS or GLS IT violate fundamental contractual obligations slightly negligent, the liability of GLS or GLS IT shall be limited to the foreseeable damage. GLS 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.

#### 10. Reimbursement of Expenses

If the sender instructs GLS to receive incoming packages or to import a package arriving from abroad, GLS has the right, but not the obligation to advance freight charges, cash on delivery fees, customs duties, taxes and other charges as well as expenses. The sender is obliged to refund these expenses.

#### 11. Exclusion of Further Claims of the Sender

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

#### 12. Severability/Jurisdiction

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

12.2 The exclusive venue for litigation with traders, public corporations or special funds under public law shall be Bad Hersfeld/Hessen.

Status as of: January 2018

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