

1 Scope of Application/Basis of the Contract

- (1) These General Terms and Conditions (GT&C) govern agreements with Deutsche Post AG, hereinafter referred to as "Deutsche Post", regarding the use of IT franking systems for franking postal items shipped by Deutsche Post under the General Terms and Conditions of Deutsche Post for the DOMESTIC / INTERNATIONAL LETTER MAIL SERVICE (AGB BRIEF NATIONAL / INTERNATIONAL) and all wrapped newspapers shipped pursuant to the General Terms and Conditions of Deutsche Post AG Presse Distribution National (domestic press distribution).
- (2) The provisions of the product brochure "IT Franking: The advantages of a systematic approach" (hereinafter referred to as the "Product Brochure") apply supplementary to these GT&Cs.
- (3) Any conflicting general terms and conditions of the customer do not apply.
- (4) Modifications, supplementations, and the cancellation of agreements regarding franking with IT franking systems must be in written form (*Schriftform*). Modifications of these GT&Cs and the Product Brochure must be communicated in a suitable manner to the customer by Deutsche Post. If Deutsche Post does not receive a written objection from the customer within one month following receipt [of such communication], these modifications are deemed as having been accepted.

2 Registration of IT Franking Systems

- (1) The registration of the commencement of franking with IT franking systems legally binds the customer; Deutsche Post is not bound until it has signed the agreement for the franking of postal items with IT franking systems and postal shipping systems signed by the customer. When registering, the customer must submit the documents specified in the Product Brochure.
- (2) Deutsche Post is free to accept or reject the agreement. The decision is made after reviewing the documents submitted and approval of the system components relevant to the IT franking system (hereinafter referred to as the "IT Franking System").

3 Franking of Postal Items

- (1) Letter mail items—with the exception of *Postwurf* items—and *Streifbandzeitung* items can be franked using IT franking systems. Only the postal items of the customer may be franked. Customers that commercially post postal items for third parties with Deutsche Post may only frank these postal items with IT franking systems if they have concluded a separate agreement on this.
- (2) The franking must be made by means of an IT postage paid impression on the postal item. The special requirements applicable to the design and the affixing of the franking mark are found in the Product Brochure.

4 Posting the Postal Items

- (1) The postal items must be posted at the posting stations provided for in the agreement. Deutsche Post reserves the right to unilaterally change the agreed posting stations in response to operational and/or organizational changes.
- (2) The postal items to be posted must be sorted as per the requirements in the Product Brochure.

5 Rights and Obligations of the Customer

- (1) The customer may use IT franking only pursuant to the terms and conditions of these GT&Cs for the franking of postal items (cf. Section 3(1)) destined for posting with Deutsche Post or its affiliated companies. The customer also undertakes to create and further process the franking impressions in such a way that the infringement of the protected proprietary rights of third parties is being avoided.
- (2) The customer is obligated to terminate the agreement on the participation in the IT franking process (deregistration) once the IT franking system is no longer being used for the franking of postal items. The same applies if the software system used for the franking is sold to a third party. The deregistration must be sent to Deutsche Post, Marketing Services Brief, Darmstadt, Germany.
- (3) The IT franking system may be used by the customer only at the place of franking of its postal items stated in the agreement. Any changing of the place of use must be communicated to Deutsche Post in writing and without undue delay, but no later than one week following the change of the place of use.
- (4) Employees of or persons commissioned by Deutsche Post must be given access by the customer to the IT franking system for inspection purposes during regular business hours. In the event of legitimate misgivings regarding the proper operation of the IT franking system, Deutsche Post or persons commissioned by it may shut down the system being used.
- (5) The customer must inform Deutsche Post, Marketing Services Brief, Darmstadt, Germany in writing and without undue delay of any modifications and supplementations that affect the performance of the contractual services (e.g. relocation) or the contractual relationship (e.g. change of company name) and of any modifications, irregularities, or malfunctions in the operating of the IT franking system in so far as it affects the IT franking.

6 Rights and Obligations of Deutsche Post

Deutsche Post must accept delivery of the properly prepared postal items for shipment and delivery to the designated addresses of the recipients. It may refuse to accept delivery of postal items that fail to satisfy the requirements of these GT&Cs or the GT&C for the DOMESTIC / INTERNATIONAL LETTER MAIL SERVICE (AGB BRIEF NATIONAL / INTERNATIONAL).

7 Liability

- (1) The customer's claims for damages, regardless of the legal grounds for them, and its claims for compensation for ineffectual expenditures, are excluded unless the loss is occasioned by a grossly negligent or an intentional breach of duty, or by an—at least—negligent breach of a fundamental contractual obligation (obligations essential to the contract); liability in the latter case is, in terms of the amount, limited to loss that is typical and foreseeable.
- (2) The limitation of liability in subsection 1 does not apply to loss arising from a fatal injury, a bodily injury, or from an injury to a person's health, to liability pursuant to the [German] Product Liability Act (ProdHaftG), or to those exceptional cases where Deutsche Post has given a guarantee.
- (3) The customer indemnifies Deutsche Post from all third-party claims arising from a breach of the agreements in these GT&Cs, especially a breach of the protected proprietary rights of third parties in the event of a deviation from the prescribed specifications of IT franking with matrix codes.

8 Charges

- (1) For franking and pre-sorting with IT franking systems in compliance with the instructions, the shipping charges must be reduced as agreed pursuant to the percentage rate stated in the price list "Services and Prices" in effect at any given time.
- (2) Upon the due date of the charges, Deutsche Post is authorized—per direct debit authorization—to debit the charges to the bank account specified by the customer.

9 Miscellaneous Provisions

- (1) Personal data of the customer is only stored, processed, or used in compliance with the relevant provisions of data protection law.
- (2) Agreements regarding the IT franking of postal items are in effect for an unlimited period of time.
- (3) Each contracting party is entitled to terminate the agreement by giving written notice of termination two weeks prior to the end of a calendar month. The termination must be sent to Deutsche Post, Marketing Services Brief, Darmstadt, Germany.
- (4) The right to terminate the contract without notice for good cause is not affected by this. Good cause includes but is not limited to conduct of the customer that is grossly contrary to the contract.
- (5) The assignment of rights arising from contracts governed by these GT&Cs and the transfer of this contract as a whole by the customer require the prior written consent of Deutsche Post.
- (6) Any setoff or retention of title [by the customer] against claims of Deutsche Post arising from contracts governed by these GT&Cs is only allowable if the matured counterclaim has been judicially determined as final (non-appealable) or is undisputed.