



1. Scope of application/basis of contract

- (1) These general terms and conditions (GT&Cs) apply to agreements entered into with Deutsche Post AG, hereinafter referred to as "Deutsche Post," governing the franking of mail items by customers' own IT systems, hereinafter referred to as "IT franking," which are transported by Deutsche Post under its general terms and conditions governing domestic/international mail (AGB BRIEF NATIONAL/INTERNATIONAL) or in accordance with Deutsche Post AG's general terms and conditions governing domestic press distribution. The use of IT franking requires an IT system operated by and under the responsibility of the customer, with software produced for the franking of shipments (hereinafter referred to as "IT system") according to the requirements of the brochures "IT Franking: The advantages of a systematic approach – Information and notes on use" (hereinafter referred to as "product brochure") and "Machine-readable franking impressions – IT Franking."
- (2) In addition to these GT&Cs, the rules in the "Mail items suitable for automatic processing" guideline in its currently valid version shall apply. Applicable are also the contents of the valid product price list provided to the customer as a computer file.
- (3) Any alternative terms and conditions on the part of the customer shall be deemed to have been excluded.
- (4) Deutsche Post shall inform the customer in text form of any changes to the services described in the product brochure or to these GT&Cs. These changes shall be deemed accepted unless the customer submits a written objection to Deutsche Post within one month of receipt.

2. Franking of shipments

- (1) IT franking can be used to frank shipments according to the product price list (see section 1, para. 2). Only those shipments from the customer may be franked for which a corresponding agreement has been concluded. Customers posting mail items at Deutsche Post for third parties on a commercial basis may only use the IT system to frank such items subject to entering into a separate agreement.
- (2) Franking takes place with a franking mark in the address window or in the franking zone of the shipment according to the requirements of the product brochure and the brochure "Machine-readable franking impressions – IT Franking."

3. Posting of shipments

- (1) The shipments are to be posted at the places designated in the agreement. Deutsche Post reserves the right to alter the agreed posting places for operational and/or organizational reasons.
- (2) Documentation of shipment posting must take place punctually before or at the time of posting in accordance with the conditions stated in the product brochure. Otherwise, Deutsche Post reserves the right not to accept those shipments until all necessary paperwork or data is submitted.
- (3) Shipments shall be sorted prior to posting in accordance with the requirements set out in the product brochure. Additional requirements that arise from special contracts and agreements (such as contracts governing downstream services) must be taken into account.

4. Customer's rights and duties

- (1) The customer may only use IT franking in accordance with the provisions of these GT&Cs (see section 3, para. 1) to frank shipments that are intended for posting at Deutsche Post or its affiliated companies according to the Deutsche Post product price list for IT franking.
- (2) The customer undertakes to generate and process the franking labels in such a way that no third-party property rights are breached.
- (3) If any discrepancies are found in the IT franking, the customer is obligated to remedy the problem immediately and to inform Deutsche Post without delay of the changes it has made.
- (4) When franking, the customer is obligated to use the currently valid product price list provided by Deutsche Post.
- (5) The customer shall make the IT system accessible for inspection by employees or representatives of Deutsche Post during normal business hours. If there are any justified doubts as to the due and proper operation of the IT system, Deutsche Post or its representatives can prohibit IT franking immediately.
- (6) The customer shall immediately notify the place named in the product brochure of any amendments or additions affecting the performance of the services (e.g. relocation, changes to software or versions) or the contractual relationship (e.g. change of name) as well as any changes to or irregularities and disruptions in the operation of the IT system.
- (7) The customer is obligated to terminate this agreement to use the IT franking process (termination) if the IT system is no longer used for franking shipments or has been divested. Notice of termination shall be submitted to the place named in the product brochure.

5. Rights and obligations of Deutsche Post

- (1) Deutsche Post shall accept properly prepared shipments for transport and delivery to the designated recipient.
- (2) Deutsche Post has the right to return to the sender any postings that contain defective shipments within the meaning of the product brochure.

6. Liability

- (1) Claims for damages by the customer, for whatever legal reason, as well as claims for the reimbursement of futile expenses shall be excluded unless the cause of the damage was due to a grossly negligent or intentional breach of an obligation or an at least negligent breach of a key contractual obligation (cardinal obligation). In the latter case, the liability is limited to the amount of the typically foreseeable damages.
- (2) The limitation of liability as per paragraph 1 shall not apply to damages arising from loss of life, bodily injury or damage to health, or to any liability under the Produkthaftungsgesetz (German product liability act), or where Deutsche Post has, as an exception, undertaken a specific guarantee.
- (3) The customer shall indemnify Deutsche Post against all third-party claims arising from any breach of the provisions contained in these GT&Cs, in particular a breach of third-party property rights.



7. Charges

- (1) The agreed rebate on postage for shipments franked and presorted in accordance with the requirements of IT franking shall be granted in an amount equaling the percentage specified in the most recently revised price list entitled "Services and prices."
- (2) Deutsche Post shall be authorized to collect the fees by directly debiting the account named by the customer when the fees are due for payment. For this purpose, the customer must issue a corresponding SEPA mandate.

8. Term of the agreement and termination

- (1) Agreements governing IT franking shall enter into force upon signature and shall be concluded for an indefinite period. They may be terminated by each contractual party by giving written notice of termination two weeks prior to the end of any calendar month. Notice of termination shall be submitted to the place named in the product brochure.
- (2) This shall not prejudice the right of termination without notice for good cause. Good cause shall include but not be limited to a gross breach of the agreement by the customer.

9. Other provisions

- (1) The assignment of rights arising from agreements entered into under these GT&Cs and the assignment of this agreement in its entirety by the customer require the prior written consent of Deutsche Post.
- (2) Claims accruing to Deutsche Post under any agreements entered into under these GT&Cs may only be netted or be subject to rights of retention if the corresponding counterclaim is not disputed, has been upheld in a court of law or is due for judgment, or is based on deficiencies in the underlying performance.
- (3) The customer's personal data may only be collected, processed and used in accordance with the applicable provisions of data protection legislation.

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