



Valid from 1 January 2021

GT&CS FOR Inserts for Packaging “EINKAUFAKTUELL”

1 Scope of application and contract basis

- (1) These general terms and conditions (“GT&Cs INSERTS”) apply exclusively to agreements concluded between the Customer and Deutsche Post AG – hereinafter referred to as Deutsche Post – pertaining to the packaging of EINKAUFAKTUELL. EINKAUFAKTUELL consists of a number of advertising brochures of one or several advertisers as well as a carrier medium that can be used for printed advertising purposes. EINKAUFAKTUELL is delivered exclusively as unaddressed mail.
- (2) The application of any deviating general terms and conditions of the Customer is excluded.
- (3) The conveyance and delivery of advertising brochures by Deutsche Post following packaging is subject exclusively to the general terms and conditions of Deutsche Post DOMESTIC MAIL (AGB BRIEF NATIONAL) as amended at the time of the delivery. These GT&Cs can be found on the Deutsche Post website at www.deutschepost.de/de/a/agb.html.
- (4) Deutsche Post reserves the right to amend the GT&Cs INSERTS. Deutsche Post shall notify the sender in text form (e.g., by e-mail) (“notification of changes”) of any changes to the GT&Cs INSERTS. The changes shall take effect vis-à-vis the sender and the contractual relationship shall continue under the changed conditions if the sender does not object to these changes by means of a written notification to Deutsche Post within four (4) weeks after receiving the notification of changes. This deadline shall be deemed to have been met so long as the objection is sent to Deutsche Post within this time period. In case of an objection, both parties shall be entitled to give extraordinary notice of termination. In the written notification of changes Deutsche Post shall specifically point out to the sender the above consequences of failure to object.

2 Grounds of the contractual relationship/exclusion

- (1) Rights and obligations within the scope of these GT&Cs shall be constituted by the written offer by Deutsche Post and the written acceptance of the offer by the Customer.
- (2) Deutsche Post reserves the right to reject orders on the grounds of content, origin or technical form according to uniform, objectively justified principles. In particular, there shall be good cause for rejection if advertising brochures
 - violate laws or official regulations or are racially discriminatory in terms of their content
 - cause lasting damage to the reputation of Deutsche Post and its affiliated companies
 - disrupt the industrial harmony of Deutsche Post and its affiliated companies
 - violate morality in terms of content or whose distribution is unacceptable for Deutsche Post.
- (3) Deutsche Post shall be entitled to rescind the contract due to the aforementioned reasons if Deutsche Post only becomes aware of such reasons following acceptance of the offer or following delivery of the advertising brochures. If Deutsche Post withdraws from the contract following delivery of the advertising brochures, the Customer is obliged to collect the advertising brochures at own expense.

3 Rights and obligations of Deutsche Post

- (1) Deutsche Post is responsible for editing and designing the carrier medium and for packaging the carrier medium and the advertising brochures. The requirements for advertising brochures are derived from the technical guidelines for inserts, which form the subject matter of the respective order in the form of an additional agreement.
- (2) Minor processing marks, waste circulation and insert assignment errors that occur during packaging are material or production-related. Waste circulation and insert assignment errors as well as dupli-

cate inserts of up to 2% are customary in the industry. In particular, they do not entitle the Customer to refuse acceptance or to a price reduction and also do not justify any claims for damages. For technical and organisational reasons, advertising brochures that have already been packaged can no longer be returned to the consignee.

- (3) Deutsche Post reserves the right to decide whether or not to include the carrier medium and the plastic wrap if only one advertising brochure is assigned.
- (4) Deutsche Post can use the carrier medium and any wrapping of the advertising media for its own or third-party advertising.

4 Rights and duties of the Customer

- (1) The Customer shall supply Deutsche Post with all information required to fulfil the agreed services and shall provide all documents in good time prior to commencement of services that are required for the administrative, organisational and technical preparation and implementation of the services.
- (2) The Customer is responsible for producing the advertising brochures and shall supply them in accordance with the technical guidelines in the prescribed quality on the specified dates and at the agreed location.
- (3) The advertising brochures may only contain the Customer’s own self-advertising. Any additional brochures inserted in the actual advertising brochure, in which products and services of other companies are promoted, are deemed independent advertising brochures and, as a result, will be invoiced additionally.
- (4) The Customer can neither determine the number, type and content of the additional advertising brochures, nor is the Customer entitled to a specific sorting of their advertising material within the bundle of the packaged consignment.
- (5) If the Customer does not provide the documents required for executing the order or does not provide them in time or not in the agreed quality, the agreed time frame cannot be guaranteed. In such cases, the Customer cannot assert any claims owing to missing, delayed or incomplete execution. Their payment obligation remains. Production costs are not reimbursed. Should, due to the delay attributable to the customer or their non-fulfilment of the agreed quality requirements, additional performance be necessary to nonetheless meet the agreed deadlines, the Customer shall bear the relevant additional costs over and above the agreed remuneration. If the Agreement cannot be fulfilled owing to the delay on the part of the Customer, Deutsche Post can demand full remuneration less the expenses saved.

5 Copyright, exploitation and ownership rights

- (1) Copyright, exploitation and ownership rights to all services provided by Deutsche Post remain with Deutsche Post.
- (2) The Customer is responsible for the design and the content of the advertising. The Customer is responsible exclusively for clarifying all issues related to competition law, trademarks, copyrights, brands and trade names before placing the order. The Customer shall indemnify Deutsche Post against any such claims for damages asserted by third parties. In case of doubt, Deutsche Post is entitled to make acceptance of the order dependent on the Customer providing proof of the admissibility of the motifs in question under competition, trademark, copyright, brand and trade name law.

6 Data privacy

Personal data of the Customer shall only be collected, processed or used if the Customer has given their consent or if instructed or permitted to do so under the Federal Data Protection Act (BDSG) or the Postal Data Protection Ordinance (PDSV) or another legal regulation.



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7 Remuneration

- (1) The Customer shall pay the agreed remuneration for services according to these GT&Cs. All prices indicated are net prices and are exclusive of statutory value added tax (VAT).
- (2) Deutsche Post shall only be bound to the agreed prices and conditions if the Customer takes account of the dimensions, weights and technical guidelines underlying the order.
- (3) The agreed remuneration shall be due and payable to Deutsche Post without deduction immediately after receipt of invoice. If the Customer is in default of payment, the statutory regulations apply.
- (4) If the order is cancelled by the Customer prior to production of the EINKAUFAKTUELL product, Deutsche Post shall calculate charges as follows:
 - within 11 working days (working days: Monday to Saturday) of the publication of the booked edition, 5% of the order value, in any case however a maximum sum of €5,000 plus statutory value added tax.
 - within 10 working days of the publication of the booked edition, 100% of the order value plus statutory value added tax.

It is up to the Customer to prove that Deutsche Post incurred no costs or substantially lower costs than the costs mentioned above. In this case, the Customer is only obliged to pay the lower costs. Deutsche Post reserves the right to demand higher, specific damages instead of the costs mentioned, if it proves that it has incurred significantly higher expenses than the relevant applicable costs. If Deutsche Post asserts such a claim, it must specify in detail and provide evidence of the demanded damages, taking account of any saved expenses and any alternative use of the services.

8 Liability

- (1) Deutsche Post and its vicarious agents are liable for damages resulting from intentional or grossly negligent conduct or injury to life, body or health, in case of liability pursuant to German product liability law or if, in exceptional circumstances, Deutsche Post and its vicarious agents have accepted a guarantee. In case of material and financial damages caused by negligence in any other way, Deutsche Post and its vicarious agents shall only be liable for violation of an essential contractual obligation, but limited to the amount of damages foreseeable and typical for the contract at the time of conclusion of the Agreement; essential contractual obligations are those whose fulfilment characterises the contract and upon the performance of which the other contracting party may rely.
- (2) Warranty and liability for conveyance and delivery of advertising brochures is subject exclusively to the general terms and conditions of Deutsche Post DOMESTIC MAIL (AGB BRIEF NATIONAL) as amended at the time of the delivery.

9 Force majeure

- (1) If an event of force majeure results in one of the parties being unable to fulfil their obligations in full or in time, the affected party shall notify the other party of the nature of the event and its likely impact on their contractual obligations.
- (2) "Force majeure" within the meaning of these GT&Cs is an event that cannot be averted or cannot be averted in time even through use of due diligence and technically and financially reasonable means. In this context, force majeure includes the following events in particular: Mobilisation, war, riots and natural disasters, embargoes, explosions, fire, floods, storms, pandemics, terrorist attacks, sabotage, nuclear and reactor accidents or large-scale failure of the Internet. The consequences of industrial action at Deutsche Post or at a company affiliated with Deutsche Post within the meaning of Sections 15 et seq. of the German Stock Corporation Act or at a commissioned subcontractor shall also be considered force

majeure if and to the extent that the provision of service by Deutsche Post is affected.

- (3) The party affected by an event of force majeure is released from their contractual obligations for the duration of the event and to the extent of its effect as well as for the duration of the necessary restoration of performance ability following conclusion of the event of force majeure.

10 Other provisions

- (1) Claims against Deutsche Post can neither be assigned nor pledged. Claims for damages and for compensation of service fees which can be assigned but not pledged are an exception to this rule.
- (2) The sole place of jurisdiction for legal disputes with merchants, legal entities under public law, or special funds under public law resulting from agreements subject to these GT&Cs shall be Bonn, Germany. German law applies.

Last updated: November 2020