

## **General Terms and Conditions for the Premiumadress Label online application**

### **Section 1 Scope of application and contractual basis**

(1) These General Terms & Conditions (GT&C) shall apply to agreements with Deutsche Post AG – hereinafter referred to as Deutsche Post – for the use of the online application to produce Premiumadress labels on the customer's own printers. The customer is provided with this label as the end product in an unchangeable image file for printing, free of charge.

Unless otherwise regulated in these GT&C, the General Terms and Conditions of Deutsche Post for the Premiumadress product in the version valid on the date of posting shall apply. The currently valid version of the GT&C for Premiumadress is available online at [www.premiumadress.de](http://www.premiumadress.de).

(3) In addition, the Possibilities of Use for Premiumadress label ("Nutzungsmöglichkeiten Premiumadress label") which is available at [www.premiumadress.de](http://www.premiumadress.de) shall apply.

### **Section 2 Conclusion and completion of contracts**

The contract enters into force when the customer accepts these GT&C and he receives the requested image file from Deutsche Post.

### **Section 3 Rights and obligations of Deutsche Post**

(1) In addition to its legal rights vis-à-vis the customer, Deutsche Post reserves the legal right to block the customer's access to the online application via the Internet and/or to refuse acceptance and/or carriage of the shipment if the customer uses the service in a way that breaches the contract.

(2) A breach of contract on the customer's part shall be deemed to apply in particular if the image file acquired via the online application is:

- a. manipulated or modified,
- b. combined and posted with other Premiumadress labels
- c. combined and posted with IT franking in version 1.3 or higher,
- d. used with preferred periodicals (Postvertriebsstücke) and standard periodicals (Pressesendungen)
- e. is sold on for commercial purposes.

(3) The Premiumadress label is a *unit* consisting of a capital P, with the data matrix code to its right incl. product details

### **Section 4 Rights and obligations of the customer**

(1) The customer shall deploy his own hardware (including printers), operating software, and Internet access to use the online application at his own risk and his own expense. The customer shall recognize that Deutsche Post is not obliged to support particular software, operating systems, or Internet browsers, or to maintain support for them in the future.

(2) The customer shall ensure regular renewal of the printing consumables, so that his printer can achieve proper printouts. The quality of the printed data matrix code should as a matter of principle be "Grade A," following the quality parameters specified in the ISO/IEC 15415 standard.

(3) The customer shall use the label only at the positions and in the size that were mentioned in the online application.

(4) The Premiumadress label does not replace the franking of the shipment. If the Premiumadress label is used, no other imprint, e.g., the FRANKIT imprint, may be used with a data matrix code also containing information on the Premiumadress special service. The simultaneous use of the Premiumadress label and IT franking with data matrix code is not possible. Premiumadress label can only be used with letters and Dialogpost items and not for preferred periodicals and standard periodicals.

(5) The label may only be used for the receipt of Premiumadress address information of Deutsche Post. Its use is not permitted for items that will not be delivered by Deutsche Post. Using the label without a valid written agreement on the use of Premiumadress is also not permitted.

(6) The product information on the label absolutely must be identical with the product actually posted.

### **Section 5 Liability**

(1) The user shall have no claim to compensation on whatever legal grounds or to refund of expenditure incurred in vain, unless the claim is based on grossly negligent or willful breach of contractual obligations or at least negligent breach of cardinal obligations; in the latter instance liability shall be limited to the amount of loss or damage which would reasonably be anticipated in a typical case.

Cardinal obligations are obligations that must be complied with to make the proper fulfillment of the agreement possible and which the Parties may regularly expect to be honored and/or obligations whose breach compromises the achievement of the purpose of the agreement.

(2) The foregoing limitation of liability shall not apply in the case of injury to life, limb or health, in case of liability under the German Product Liability Act [Produkthaftungsgesetz] or where Deutsche Post has, exceptionally, granted a guarantee.

### **Section 6 Industrial property rights**

All copyrights and rights of use to the Premiumadress labels provided by Deutsche Post within the online application shall remain with Deutsche Post even after the contract has been completed. The customer shall acquire the simple right of use of the labels acquired. Beyond this purpose, no use is permitted.

### **Section 7 Other provisions**

(1) The sole place of jurisdiction for any and all legal disputes with merchants, legal entities under public law, or special funds under public law resulting from agreements subject to these GT&C shall be Bonn, Germany.

(2) Deutsche Post shall inform the customer of changes to these GT&C in a suitable manner. If the customer does not submit to Deutsche Post a written objection within one month of receipt, these changes shall be deemed to have been accepted.

(3) German law shall apply to all legal relations between the parties, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(4) Should any present or future provision of these GT&C be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. In this case, the invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely approximates to the intended objectives of the invalid or unenforceable provision. This shall also apply with regard to filling any loopholes in the agreement.

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