General Terms and Conditions of Deutsche Post AG for the Franking of Items with Franking Machines (GTC for Franking Machines)

1 Scope/contractual basis

(1) These General Terms and Conditions (GTC for Franking Machines) apply to contracts with Deutsche Post AG, hereinafter referred to as "Deutsche Post", concerning the use of franking machines to frank products of Deutsche Post that are listed in the franking machine's selection menu (hereinafter referred to as "Shipments").

(2) Unless otherwise provided in the GTC for Franking Machines, the General Terms and Conditions of Deutsche Post BRIEF NATIONAL and BRIEF INTERNATIONAL (GTC DOMESTIC MAIL / GTC INTERNATIONAL MAIL) and the brochure "Services and Prices" of Deutsche Post, each as amended from time to time, shall apply and are available for inspection at Deutsche Post branches. In addition, the "Automationsfähige Briefsendungen" (Machinable mail items) brochure and the product brochure for franking machines, each as amended from time to time, shall apply and are available online at www.frankit.de/download. The application of any conflicting General Terms and Conditions of the customer are excluded. In all other respects, the provisions of the German Commercial Code (Handelsgesetzbuch, HGB) governing contracts of carriage (§§ 407 ff HGB) shall apply.

(3) Amendments, supplements and termination of contracts relating to the franking of Shipments using franking machines must be made in text form (e.g. letter, email, Deutsche Post business customer portal). Amendments to these General Terms and Conditions will be communicated to the customer by Deutsche Post in writing or in text form. Unless Deutsche Post receives a written objection from the customer within one month of receipt, such amendments shall be deemed accepted.

2 Order for the use of franking machines

(1) The order to use the franking machine is legally binding on the customer; it becomes binding on Deutsche Post only upon order confirmation containing the confirmed, binding contract data. The order must be submitted in text form via Deutsche Post or the manufacturer from whom the customer purchased/rented the franking machine. Use of the forms provided by Deutsche Post is mandatory.

(2) Deutsche Post is free to accept or reject the order. The decision on whether to accept the order is generally made within one week of receipt, provided that the necessary information and documents are available.

(3) Upon receipt of the order confirmation, the customer acquires the right to load postage and frank Shipments for carriage by Deutsche Post up to the maximum amount specified by Deutsche Post. Deutsche Post may adjust this amount unilaterally at any time.

3 Franking of mail items

(1) Franking machines may be used to frank Shipments pursuant to Section 1, Paragraph 1 by printing the franking mark.

(2) The date shown in the franking mark must correspond to the date of posting. The date of posting shall be the time up to the latest posting times specified by Deutsche Post. Shipments posted after that time must bear the date of the following day. Shipments bearing an incorrect date may be returned.

(3) The franking mark must be applied within the franking zone of the Shipment in a clearly legible manner and in blue. Details of the requirements for franking indicia are set out in the "Automationsfähige Briefsendungen" (Machinable mail items) brochure.

(4) The printing of multiple franking indicia on a Shipment and the combination of the franking mark with other types of franking (mixed franking) are not permitted.

(5) Deutsche Post may refuse to accept Shipments if, in particular, the information contained in the franking mark (including the matrix code)

a) due to inadequate printing components,
b) inadequate maintenance (see Section 6 Paragraph 3) or
c) incorrect operation

cannot be read, or cannot be read correctly, by Deutsche Post sorting machines.

(6) Acceptance may also be refused if special envelopes (e.g. padded envelopes) or materials unsuitable for the franking imprint (e.g. a paper surface unsuitable for ink printing) are used, resulting in franking imprints that cannot be read correctly. For unsuitable surfaces and where other imprints are already present in the franking zone, franking labels must be used for the franking mark.

(7) Envelopes, cards and address labels for Shipments may be pre-franked by the user of the franking machine for return within Germany ("Rückantwort" - Shipments). In this case, franking is also permitted if the date in the franking mark differs from the actual posting date by more than one day. The validity of the pre-franking ends upon expiry of the third calendar year, following the year of the franking date. Changes in postage rates during the validity period do not entitle the customer to continue using the pre-franking unchanged; any shortfall in postage must be additionally franked.

(8) For pre-franked Shipments, the return address and the notation "Rückantwort" must be permanently and clearly legibly printed in the franking zone. When franking pre-franked Shipments (e.g. envelopes intended for return), the product or option "Rückantwort" must be selected in the franking machine. Envelopes with windows for the recipient's address, as well as reusable or transparent envelopes where the franking mark is applied beneath the envelope, may not be used for pre-franked Shipments. This does not apply to reusable envelopes for Shipments containing medical specimens. Pre-franked Shipments that do not meet the above conditions shall be deemed not franked.

4 Advertising in the franking mark of franking machines

(1) Advertising in the franking mark is optional. Within the franking zone, postal markings, e.g. for additional services, take precedence over the customer's advertising imprints. Details of the requirements are set out in the "Automationsfähige Briefsendungen" brochure.

(2) The customer may advertise his company in the customized motif in the form of text and images. The customized motif must not be confusingly similar to a trademark or business name protected in favour of Deutsche Post or one of its affiliated companies in order to rule out deception about the actual postal service provider. Customers who post commercial items with Deutsche Post for others may also advertise for the third-party company in customized motifs. Advertising that is likely to seriously damage the reputation of Deutsche Post and its associated companies is excluded. The images and texts of the customized motif must not infringe Deutsche Post's trademark rights.

(3) The customer assumes sole and unrestricted responsibility and liability for the content and legal permissibility of the advertising motif. The customer confirms that he is in possession of all industrial property rights required for the use and distribution of the images and texts of the customized motif, in particular trademark rights and copyrights. He will indemnify Deutsche Post from all third-party claims in this respect.

(4) If the customer does not include sender details in the franking mark, such details must be included in accordance with the requirements of the "Automationsfähige Briefsendungen" brochure.

5 Posting of the mail items

(1) Shipments may be posted at any authorized acceptance point (e.g. branches, bulk acceptance points, etc.) of Deutsche Post. Deutsche Post may limit the number or volume of Shipments to be posted in accordance with the available space capacity.

(2) The Shipments must be arranged so that the address panels are aligned. They must also be separated into - Standard and Compact Shipments and/or - Large and Maxi Shipments.

(3) Shipments for which no proof of posting is required may also be posted in letterboxes if the average daily volume does not exceed 30 Shipments. Multiple Shipments must be posted in a sealed red collection envelope or combined into a secure bundle. Deutsche Post reserves the right to restrict or prohibit posting in letterboxes in the event of operational and/or organisational changes.

6 Rights and obligations of the customer

(1) The customer may use the franking machine only in accordance with these General Terms and Conditions to frank Shipments intended for posting with Deutsche Post or its affiliated companies.

(2) For individual products, e.g. partial-service Shipments, Dialogpost, and customer-provided inputs, such as posting lists or electronic order data, additional franking requirements apply as set out in the contracts for the products.

(3) The customer is obliged to maintain the franking machine regularly and have it repaired as necessary so that the printing of a proper franking mark on the Shipment is ensured at all times (see Section 3, Paragraph 5).

(4) The customer shall also ensure that the franking machine is equipped with the current price and product information applicable to the products for which the customer uses the franking machine.

(5) The customer may use the franking machine only at the location specified in the agreement for franking its Shipments. If the franking machine is used

abroad, the franking mark must include a valid address for service in Germany. Any change in the place of use must be notified to the manufacturer and Deutsche Post without delay in text form.

(6) The customer must keep the franking machine available during normal business hours for inspection of the contractual Operation by employees of Deutsche Post or its representative. If there are reasonable doubts about the proper operation of the franking machine, it must be returned to Deutsche Post or its representative for further inspection.

(7) The customer shall notify the agreed Deutsche Post office without delay in text form of any changes affecting the performance of the services (e.g. relocation) or the contractual relationship (e.g. change of company name), as well as any loss or other irregularities and disruptions in the operation of the franking machine.

(8) The customer is obliged to terminate the agreement on the franking of Shipments if the franking machine is permanently no longer used to frank its Shipments intended for Deutsche Post. The same applies if the franking machine is sold to a third party. Notice of termination must be submitted via the manufacturer or directly to the agreed Deutsche Post office.

(9) The customer shall provide a valid email address through which Deutsche Post can provide information and communications relevant to the contract. Any changes to the email address must be notified to Deutsche Post without delay.

7 Rights and obligations of Deutsche Post

(1) Deutsche Post settles the postage amounts purchased by the customer with the customer and accepts Shipments duly prepared in accordance with these General Terms and Conditions for carriage and delivery to the intended recipient.

(2) Deutsche Post may refuse to accept Shipments that do not comply with the requirements of these General Terms and Conditions, in particular Sections 3 und 4, or with those of AGB BRIEF NATIONAL/AGB BRIEF INTERNATIONAL (GTC DOMESTIC MAIL/GTC INTERNATIONAL MAIL).

(3) Specially secured parts of franking machines may be opened only by employees of Deutsche Post, the manufacturer or specially authorized companies.

8 Reimbursement of remaining credit, scrapping

(1) The reimbursement of any remaining credit balance on the franking machine is subject to the franking machine having been technically decommissioned. The customer may assert its claim for reimbursement of the remaining credit balance against Deutsche Post within 36 calendar months after termination of the contractual relationship. Upon expiry of this period, the claim for reimbursement of the remaining credit balance shall lapse.

(2) The disposal or other decommissioning of the franking machine is the customer's responsibility. Information on technical decommissioning and on options for returning, disposing of or scrapping the franking machine is available from the respective manufacturer.

(3) To the extent that Deutsche Post provides services for the technical decommissioning or scrapping of the franking machine, the customer shall bear the costs incurred for such services. Deutsche Post is entitled to offset these costs against any remaining credit balance on the franking machine.

(4) Any shipment of the franking machine to Deutsche Post shall be at the customer's cost and responsibility.

9 Liability

(1) The customer shall have no claim to compensation irrespective of legal grounds or to refund of expenditure incurred in vain, unless the Claim is based on a grossly negligent or wilful breach of contractual obligations or at least negligent breach of obligations that are essential to the agreement (cardinal obligations); in the latter instance liability is limited to that 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 fulfilment of the Agreement possible and that the parties may routinely expect to be honoured, and/or obligations whose breach compromises the achievement of the purpose of the agreement.

(2) The limitation of liability under Paragraph 1 does not apply to damage arising from injury to life, limb or health, in the event of liability under the Produkthaftungsgesetz, or to the extent that Deutsche Post has exceptionally provided a guarantee.

10 Charges

(1) The charge for franking Shipments using franking machines must be paid in advance using the billing method specified by Deutsche Post for the customer. The following billing methods are available: advance payment, SEPA Core Direct Debit and SEPA Business-to-Business Direct Debit. Deutsche Post may require additional security, e.g. bank guarantees.

(2) Incorrectly generated franking marks will be reimbursed by non-cash means upon application, less any discount granted, if the customer proves by presenting them that they have not already been posted. Reimbursement shall be made only for franking marks for which the date of the franking mark does not exceed the reimbursement period of one year. The period begins at the end of the year stated in the franking mark. The forms provided by Deutsche Post must be used for reimbursement. For details, see the reimbursement information sheet (**frankit.de/erstattung**). Deutsche Post may charge a service fee for the reimbursement.

11 Data privacy

Personal data are collected, processed and used only in accordance with the applicable data protection provisions. In this context, the manufacturer and Deutsche Post exchange data (e.g. franking machine identifier, customer number, changes of address, termination of the franking machine) for the purposes of contract administration and ensuring the proper use of the franking machine. Details can be found at the following link: **frankit.de/download**.

12 Miscellaneous provisions

(1) Contracts for the use of franking machines are concluded for an indefinite period.

(2) Either contracting party is entitled to terminate the contract in text form by giving six weeks' notice. Notice of termination must be submitted via the manufacturer or directly to the agreed Deutsche Post office. Deregistration of the franking machine by the customer with the manufacturer shall also be deemed notice of termination, provided that the manufacturer of the franking machine notifies Deutsche Post thereof.

(3) The right to terminate the contract without notice for good cause shall remain unaffected. Good cause shall include, in particular, conduct by the customer that constitutes a gross breach of contract. Conduct constituting a gross breach of contract shall include, in particular, the use of the franking machine with insufficient print quality for franking indicia despite written warning by Deutsche Post.

(4) The assignment of rights arising from contracts under these General Terms and Conditions and the transfer of this contract as a whole by the customer require the prior written consent of Deutsche Post.

(5) Set-off or the exercise of a right of retention against claims of Deutsche Post arising from contracts under these General Terms and Conditions is permissible only if the due counterclaim has been finally adjudicated or is undisputed.

(6) The limitation period for claims arising from contracts concerning the use of franking machines shall be governed by Section 7 GTC DOMESTIC MAIL. The exclusive place of jurisdiction for legal disputes arising from contracts subject to these General Terms and Conditions with merchants, legal entities under public law or special funds under public law shall be Bonn.

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