General Terms and Conditions of Deutsche Post AG MAIL INTERNATIONAL (GT&CS MAIL INTERNATIONAL)

1 Scope of application and legal basis

(1) These general terms and conditions, hereinafter referred to as "GT&Cs," apply to agreements concluded with Deutsche Post AG and its affiliated companies, hereinafter referred to as "Deutsche Post," pertaining to the conveyance of cross-border mail and letter-like items, hereinafter referred to as "items." The scope of application includes any specially agreed-upon additional and supplementary services. These GT&Cs comprise in particular the following products and services:

1. Brief (mail), postcards, E-Postbrief (where physically conveyed abroad), Dialogpost International, Presse International, literature for the blind, mail at kilogram rates International, hereinafter referred to collectively as "international mail": solely for the conveyance of documents and written communication;
2. Warenpost International and Warenpost International Premium, hereinafter referred to as "Warenpost International": solely for the conveyance of goods;
3. Päckchen International solely for the conveyance of goods;
4. Registered item, International insured item, Advice of delivery, International reply, hereinafter referred to as "additional services". The additional services are only valid in combination with the products listed in the current edition of the brochure referred to in Section 1 (2) Item 2;
5. Forwarding of international mail and Warenpost International.

(2) In addition to these GT&Cs, the following applies:

1. The "Services and Charges" brochure and
2. The brochure "International mail services: Important information about design and posting" in its current edition, which is available for inspection at all Deutsche Post offices and on the internet;
3. Additional service specifications and conveyance conditions to which general reference is made in the "Services and Charges" brochure, in framework agreements or in transport documents (posting receipts, etc.);
4. Further updated information provided by Deutsche Post on the internet at **deutschepost.de/brief-international/land-fuer-land** ("country list").

(3) Where not otherwise set forth – in the following order – in binding statutory provisions, in individual agreements, in the special terms mentioned in Section 2 above and in these GT&Cs, the provisions of the Universal Postal Convention and its ancillary agreements (in particular the supplementary letter mail regulations), hereinafter referred to as "UPU Acts," in their latest versions apply.

2 Contractual relationship – establishment and exclusions of prohibited goods

(1) Contractual relationship – establishment and exclusions of prohibited goods Conveyance agreements arise for compliant items upon such items being handed over by or on behalf of the sender and their being accepted for custody by Deutsche Post or a company commissioned by Deutsche Post ("posting" or "pickup") in accordance with the provisions of these GT&Cs. Any contrary general terms and conditions of the sender are hereby expressly objected to.

(2) The following are excluded from transport:

1. International mail that contains goods, i.e., movable objects. Notwithstanding the following provisions (exclusions), only written, drawn, printed or digital messages and information (documents) are permitted. However, goods are permitted in Päckchen International and Warenpost International subject to the following restrictions.
2. Items whose content, exterior design, conveyance, storage, use or intended purpose violates applicable legal or regulatory prohibitions or license requirements, in particular any export, import, foreign trade, customs or excise regulations of the countries of posting, transit or destination, or that require special handling (e.g., maintaining a certain temperature), safety precautions or the obtaining of a permit, approval or decision under public law; these include items or goods whose conveyance is prohibited according to the UPU Acts; this also includes items whose contents violate the protection of intellectual property, including counterfeit or unlicensed copies of products (brand piracy);
3. Items whose content or exterior make-up could injure or infect persons or cause damage to property;
4. Items that contain live animals or human remains; excepted from this are invertebrates such as queen bees and feed insects, as long as the sender takes all the necessary precautions to ensure transport is safe and appropriate to the animals' needs without requiring special treatment;
5. Items containing narcotics or intoxicants;
6. Items whose conveyance is subject to dangerous goods regulations; also excluded are all goods that are not completely unrestricted according to the latest IATA and ICAO Dangerous Goods Regulations;
7. Items with an actual value exceeding EUR 25,000; the limitations on liability according to Section 6 remain unaffected by this limit;
8. Items containing cash, precious metals, jewelry, watches, precious stones, objects of art, antiques, unique specimens or other articles of value or securities for which, in the event of damage, no stoppage and no cancellation and replacement procedure can be carried out (so-called Class II valuables); only the following are excluded:
   a) valid postage stamps, product vouchers, travel tickets and admission tickets; which contrary to Section 2 (2) Item 1 may also be enclosed in international mail items;
   b) Other low-value items in this class (e.g., fashion jewelry and promotional articles), up to an actual value of 30 special drawing rights (SDRs) of the International Monetary Fund per item;
   c) Exclusively in items with Wert International (international (international insured items) additional service: Securities, i.e., money-equivalent instruments honored by banks that cannot be blocked, rendered worthless or replaced if damaged, up to an actual value of €500, in particular valid telephone cards (German and foreign), pay TV cards, dividend certificates (incl. canceled certificates), profit participation certificates, coupons (incl. canceled coupons), checks with guaranteed cashing and blank traveler's checks, revenue stamps, interest coupons (incl. canceled interest coupons);
9. Items for which no or insufficient postage has been paid and that are posted with the intention of fraudulently obtaining the transport service without payment of the amount owed;
10. Items that contain weapons, especially firearms, or parts thereof, imitation weapons or ammunition.

(3) Should an item by its nature (size, format, weight, etc.), due to its contents or in another way not comply with the terms set forth in Section 1 (2) or these GT&Cs, Deutsche Post is entitled

1. dto refuse to accept the item or
2. to return or hold for collection an item that has already been handed over/accepted or
3. to convey the item without notifying the sender, using a different route from the one agreed upon (e.g., by land or sea rather than by air freight as planned) – should this be necessary and/or statutorily prescribed – and to subsequently request an appropriate additional charge as per Section 5 (3).

The same applies if there is any suspicion that an excluded item may have been handed over or the contract has been violated in any other way and if the sender refuses to provide information at the request of Deutsche Post.

(4) Deutsche Post is not obliged to check for items excluded from transport pursuant to Section (2). However, upon suspicion of such excluded items, Deutsche Post is entitled to open and check the items. Furthermore, it also undertakes regular checks as required by European Union aviation security regulations, whereby the sender warrants that their items are suitable for such checks and for conveyance by aircraft. If these checks discover goods, or if there is a well-founded suspicion of such goods, that may not be conveyed as air freight – as agreed upon or planned – then Deutsche Post, notwithstanding its other rights under Section 3, is entitled to convey the goods overland or by sea.

3 Rights, duties and obligations of the sender

(1) The sender's instructions pertaining to special treatment of the item are binding only if they are provided in the form specified in the "Services and Charges" brochure or in a framework contract (customer contract) ("sender's instructions"). The sender has no claim to demand compliance with their instructions if they were issued to Deutsche Post after the handover/acceptance of the items.

(2) The sender is obliged to select a product of Deutsche Post or of its affiliated companies that provides the best possible insurance cover for damage incurred in cases of loss, damage or other improper performance.

(3) The sender is required to label items adequately. The outer packaging must not give any indication of the value of the goods. The sender is required to provide – where possible and necessary – complete and true details on their item that allow for unique identification even in the case of loss or damage. In particular, the sender is to mark the item with a complete domestic address (in Germany) for themselves, to also ensure that the item can be returned if undeliverable. Items are to be packaged in such a way that they are protected from loss and damage and that no damage can be caused to Deutsche Post or third parties. More details are laid down in the special service specifications and transport conditions pursuant to Section 1 (2).

(4) The sender is obliged to comply with the applicable export and import regulations as well as with the customs regulations of the countries of origin, transit and destination. The sender is to truthfully and completely fill out the necessary accompanying documents (customs declaration, etc.) and enclose them with the item. Deutsche Post assumes no responsibility for the contents of these documents.

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(5) The sender bears the sole responsibility and the risk for all consequences resulting from the dispatch of goods, as prohibited by both these terms and other provisions, to foreign countries and from violations of such regulations. The sender exempts Deutsche Post from all third-party claims solely resulting from or in connection with violations by the sender of the dispatch of goods as prohibited by these GT&Cs or other provisions. This does not affect a fault liability of Deutsche Post.

4 Services provided by Deutsche Post

(1) Deutsche Post is to transport the item and hand it over to the participating foreign companies for onward transport and delivery to the respective recipient. Compliance with a specific delivery period or a specific date of delivery is not owed by Deutsche Post, unless otherwise regulated for individual products under the special conditions described in Section 1 (2). Deutsche Post may at its own discretion select the type, route and means of transport or provide all services by subcontractors (subcontracted carriers) chosen freely by Deutsche Post, taking into consideration the sender's interests.

(2) Deutsche Post acknowledges to the sender the receipt of the items if the Einschreiben (registered items), Wert International (international insured items) or Rückschein (advice of delivery) additional services were selected.

(3) Within Germany, Deutsche Post transports back to the sender the (e.g., undeliverable) items returned to it by the foreign companies and delivers them to the designated (German) address, provided the sender has issued instructions in advance accordingly. The sender is not entitled to items being transported (returned) to an address abroad. The delivery of these items (return to sender) is subject to Section 4 of the "Allgemeine Geschäftsbedingungen der Deutschen Post BRIEF NATIONAL" (GT&Cs of Deutsche Post for domestic mail), if no other special provisions are set out in the present GT&Cs.

(4) If an item sent back under Section 3 cannot be returned to the sender, Deutsche Post is entitled to open it. If the sender or another authorized person can also not be determined by opening the item, or if return of the item is not possible or reasonable for any other reason, Deutsche Post is entitled to exploit the item in accordance with the legal provisions after a reasonable period of time. Deutsche Post may exploit items immediately in accordance with the legal provisions if the sender refuses to accept the item. Goods that cannot be exploited, perished goods or items as per Section 2 (2), Items 3, 4 and 6, may be immediately destroyed by Deutsche Post.

(5) Upon application by the sender or the addressee, Deutsche Post carries out an inquiry as to the whereabouts of items. Applications for enquiries can only be made within a period of six months beginning with the day of posting the item.

5 Chargest

(1) The sender is required to pay the relevant charge listed in the "Services and Charges" brochure or another price list for each service. Unless expressly specified otherwise, the charges are net prices on which the sender additionally pays the statutory amount of value added tax required (if applicable).

(2) The sender must pay the charge in advance and no later than at the time the item is posted ("franking"), unless the terms specified in Section 1 (2) include special terms of payment. Insofar as payment according to the Deutsche Post invoice has been agreed upon afterwards or in framework agreements, the payment is due within two weeks of receipt of the invoice without any deductions. The sender must make any objections against invoice amounts within 30 days of receiving the invoice; later objections are excluded.

(3) In addition to the charge agreed upon, the sender must reimburse Deutsche Post for all expenses that, in special cases, it has to advance in the interest of the sender for the transport (customs duties, export and import duties, fees for presentation to customs, etc.). In addition, the sender is to reimburse Deutsche Post for any expenses it incurs if the item has to be returned pursuant to Section 4 (3) and (4) (charges for returns, fees for presentation to customs, packaging and storage charges, etc.). In this regard, the sender indemnifies and holds harmless Deutsche Post from and against any third-party claims. All these costs are due immediately upon request.

6 Liability

Deutsche Post is liable for loss, theft and damage to compliant and non-excluded items and for the culpable and improper fulfillment of other contractual obligations only up to the extent of the direct damage typical for the agreement and only up to certain maximum amounts as per Section 3 below. Compensation for indirect damage (such as lost profit or lost interest) is excluded. This applies regardless of whether Deutsche Post was notified of the risk of such damage before or after accepting the item. Payments for compensation of loss or damage are limited to one claim per item, the settlement of which constitutes the complete and final discharge of all damage in this case.

(1) Deutsche Post is exempt from liability as per Section (1) above if the damage is due to circumstances that Deutsche Post was unable to avoid, even if applying the utmost care, and whose consequences it was unable to prevent (e.g., strike, force majeure, confiscation). Similar arrangements apply to damage resulting from culpable or negligent behavior by the sender, a breach of the obligations as per Section 3, the nature of the contents or any other legal provision, in particular in the Universal Postal Convention and the supplementary letter mail regulations involving the exclusion of liability. Deutsche Post assumes no liability for excluded items as per Section 2 (2).

(2) The liability of Deutsche Post pursuant to Section (1) is limited to the following maximum amounts:

1. For items under the Einschreiben (registered items) additional service as per the Universal Postal Convention and its supplementary letter mail regulations, to 30 special drawing rights (SDRs) of the International Monetary Fund per item.
2. For items under the Wert International (international insured items) additional service, to the amount of the liability agreed upon, but not exceeding €5,000. The value limits pursuant to Section 2 (2), Items 7 and 8, remain unaffected.
3. For Warenpost International Premium to a maximum of €20; only for countries that offer item tracking right through to the recipient.

(3) Otherwise, Deutsche Post assumes no other liability unless required to do so by binding legal provisions. This also applies to claims resulting from the violation of secondary obligations and to all extra-contractual claims.

(4) Claims as per Sections (1) and (3) above are excluded if the sender has not made an application for an inquiry within six months beginning from the day of posting the item.

(5) The sender's liability, in particular as per the specifications of the Universal Postal Convention and the supplementary letter mail regulations, remains unaffected. The sender is liable above all for damage incurred by Deutsche Post or third parties as a result of dispatching items excluded under Section 2 (2) or as a result of a breach of the sender's obligations under Section 3. In this regard, the sender indemnifies Deutsche Post from all third-party claims, unless this is in breach of statutory limitations of liability.

7 Statute of limitations

In further application of Section 439 of the German Commercial Code (Handelsgesetzbuch, HGB), all claims within the scope of these GT&Cs are subject to a limitation period of one year. The limitation period begins at the end of the day on which the item was or should have been delivered.

8 Other provisions

(1) The sender may neither assign nor pledge any claims against Deutsche Post; excepted from this are monetary claims.

(2) The offsetting or retention of counterclaims against claims on the part of Deutsche Post is only permissible insofar as the due counterclaims in question are uncontested, have been established as final and binding or ready for decision or are based upon defects in the performance in question.

(3) Deutsche Post reserves the right to collect, store and process data provided by the sender or recipient and/or required in the context of its services. Deutsche Post also has the right to notify courts and public authorities of data, within the legally defined scope.

(4) Bonn, Germany, is the exclusive place of jurisdiction for legal disputes involving merchants, legal persons under public law or special funds subject to public law resulting from agreements based on these GT&Cs.

(5) General obligation to provide information under Section 36 of the Act on Alternative Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungsgesetz, VSBG): Deutsche Post is obliged to participate in dispute settlement procedures before a consumer arbitration board. Senders who post items as consumers under the standard conditions (GT&Cs) to recipients who are also consumers may call upon the consumer arbitration board for the purpose of settling disputes regarding rights and obligations in cases of loss, theft or damage of mail items or the infringement of rights described in Section 34 (1) of the German Postal Act (Postgesetz, PostG), if an agreement with Deutsche Post could not be reached.

The relevant consumer arbitration board is: Schlichtungsstelle Post
Bundesnetzagentur (Federal Network Agency for Electricity, Gas,
Telecommunications, Post and Railway)
Tulpenfeld 4, 53113 Bonn
Website: bundesnetzagentur.de/post-schlichtungsstelle

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