

General Terms of Business for DPD CLASSIC



1 Application / contractual relationship

- 1.1 These general terms of business apply to all contracts concluded with DPD relating to the shipping of parcels, unless otherwise specified in the DPD terms of transport for airfreight.
- 1.2 Supplementary to these general terms of business for DPD CLASSIC the shipping of parcels is subject to the applicable version of the following terms of transport relating to the relevant product:
- Terms of transport for
DPD 8:30, DPD 10:00, DPD 12:00, DPD 18:00, DPD GUARANTEE;
 - Terms of transport for airfreight: DPD CLASSIC and
DPD EXPRESS;
 - Terms of transport for COD parcels;
 - Special agreement on hazardous goods and hazardous goods
in limited quantities (LQ).

2 The parcel

Parcels with the following weights and dimensions will be accepted for shipment:

Max. weight:	31.5 kg
Max. length:	175 cm
Max. circumference + length:	300 cm
(circumference = 2 x height + 2 x width)	

3 Packaging

- 3.1 The sender is solely responsible for ensuring adequate interior and exterior packaging. Transport requires packaging of a kind that will sufficiently protect the contents from the stresses caused by automatic sorting equipment and mechanical handling (falling from approx. 80 cm on an edge, corner or side), as well as varying climatic conditions where applicable. It must not be possible to gain access to the contents of the parcel without leaving a trace. The sender is responsible for checking that any commercial/sales packaging meets these requirements.
- 3.2 It is not possible to take into account any text printed on the packaging such as 'Glass with care' or 'This side up'. Such instructions do not release the sender from responsibility for using transport packaging which meets the requirements of Section 3.1.

4 Articles excluded from shipment

- 4.1 The following are excluded from shipment as DPD CLASSIC:
- 4.1.1 All parcels which do not meet the specifications described in Section 2 and the requirements of Section 3;
- 4.1.2 Money, securities, credit, cheque or telephone cards or similar certificates of value;
- 4.1.3 Precious metals, jewellery, precious stones, genuine pearls, furs, carpets, watches, antiques, works of art, vouchers and admission tickets with a value of more than 520,- Euro per parcel;
- 4.1.4 Other goods with a value which is higher than 13,000,- Euro;
- 4.1.5 Parcels whose contents, external appearance or shipment are against the law;
- 4.1.6 Firearms as defined by the firearms legislation of Germany, a transit country or the country of destination, as well as parts of firearms in crossborder shipping;
- 4.1.7 Parcels with the potential to cause damage to persons or goods; perishable goods; living or dead animals; material for medical or biological examination; medical waste; human or animal remains, body parts or organs;
- 4.1.8 Hazardous goods and hazardous goods in limited quantities, unless they are submitted for shipment under the terms of a special agreement;
- 4.1.9 Shipments where the freight costs or goods value are to be collected on delivery, unless the latter have been submitted for shipment under the terms of a special agreement;
- 4.1.10 In the case of international shipments, goods whose import or export is forbidden or requires special permission in accordance with the regulations of the respective country of dispatch, transit or destination;

- 4.1.11 All parcels whose consignees are listed in the appendices to EU anti-terror directives 2580/2001 and 881/2002.
- 4.2 DPD will be entitled to refuse onward transport if, after acceptance of the goods, DPD learns of a reason for exclusion or if there is reason to assume that the parcel is excluded from shipment in accordance with Section 4.1.
- 4.3 Before submitting shipments for transport the sender has the obligation to check and to indicate to DPD if parcels contain goods which are excluded from transport under the terms of Section 4.1. DPD does not check if any restriction on transport applies. In cases of doubt the sender should inform DPD and ask for a decision on the case. If the sender does not provide DPD with any notification this will count as a declaration that the parcel does not contain goods which are subject to exclusion.
- 4.4 The acceptance for shipment of goods excluded under Section 4.1 does not represent a waiver of the exclusion from shipment.
- 4.5 In addition to any statutory liability, the sender will be liable for any direct or indirect damage which arises from the shipment of goods which are excluded under Section 4.1, or in cases where notification in accordance with Section 4.3 has not been provided.
- 4.6 In the event of a breach of the terms of exclusion outlined in Section 4.1 or the terms of notification described in Section 4.3, any liability for loss or damage in accordance with Section 10.3 will be excluded.

5 Scope of services

- 5.1 The services cover
- 5.1.1 Arranging for transport by carriers, together with taking delivery, sorting and delivering parcels to the consignee;
- 5.1.2 If the consignee is not located, a second and, if necessary, a third attempt to deliver will be made. In the case of international deliveries the number of delivery attempts in the country of destination may vary.
- 5.1.3 Delivery, with the effect of fulfilling the shipping obligation, to any person found present at the delivery address, unless there is good reason to doubt such a person's entitlement to take delivery. There is no obligation on DPD to check the identity of such a person (e.g. on the basis of an identity card).
- 5.1.4 The return to the sender of any parcels which cannot be delivered or are rejected by the consignee.
- 5.2 Declarations of value or interest in accordance with CMR or the Warsaw Convention/Montreal Convention will not apply.
- 5.3 Delivery in accordance with Section 5.1.3 is also regarded as having been effected if the parcel has been deposited with the written agreement of the sender or the consignee at a specified location (authorisation to deposit).

6 Delivery times

No delivery times are agreed. Standard delivery times are not binding and are not to be regarded as firmly specified delivery times.

7 Payment for services

- 7.1 Where nothing has been agreed to the contrary, payment for services will be in accordance with DPD's current price list. The prices which are valid on the day the shipment order is placed will apply.
- 7.2 The costs related to import/export shipments (e.g. customs duties and import charges) are invoiced to the consignee in the country of destination. This is without prejudice to the liability of the sender towards DPD for the payment of such costs.
- 7.3 If services, costs or other charges are to be paid by or are caused by a consignee in another country, the sender will be liable for these if the consignee in the other country fails to pay them on first demand.

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8 Obligation to cooperate

- 8.1 The sender is responsible for ensuring that addresses and transport documentation are free from error and correctly attached. P.O.Box addresses or addressing to an automated facility for taking delivery of packages are not accepted.
- 8.2 When dutiable goods are shipped the sender is responsible for ensuring that all the documentation which is needed for customs clearance is attached to the parcel in an external document envelope.

9 Declaration of value

- 9.1 Without prejudice to the provisions of Section 4.1 and Section 5.2 the sender must indicate the value of the parcel if this is higher than 520,- Euro. Parcels with a declared value which are covered by DPD higher insurance receive special treatment from DPD. The higher insurance is arranged in accordance with Sections 11.2 and 11.3.
- 9.2 Under the provisions of Section 9.1 DPD is liable up to the amount of the declared higher value as covered by higher insurance.
- 9.3 If the sender does not declare the value of a parcel this represents a declaration that this value is not higher than 520,- Euro. In this case any compensation in accordance with Sections 10 and 11 is limited to 520,- Euro per parcel.

10 Liability

- 10.1 Unless it is a case of deliberate damage or gross negligence, DPD is liable as follows from the time the goods are accepted for shipment until their delivery to the consignee:
- 10.1.1 For loss and damage to the goods during domestic shipping within Germany in accordance with the provisions of the German Commercial Code;
- 10.1.2 For loss and damage to the goods during international shipping, in accordance with the CMR regulations for road transport and with the Warsaw Convention/Montreal Convention for transport by air;
- 10.2 Any liability for consequential damage in relation to the goods is excluded.
- 10.3 With the exception of cases of deliberate damage or gross negligence, liability is, in addition to the legally regulated cases, excluded if the parcel is prohibited from shipment in accordance with Section 4.1, and the sender fails to inform DPD in accordance with Section 4.3 that the goods are excluded from transport, and if it was not clearly recognisable by DPD that the shipment was subject to exclusion.
- 10.4 Claims with regard to loss, damage or delay cannot be assigned.

11. Insurance

- 11.1 To the extent that DPD is liable in accordance with Section 10 each parcel is covered by insurance to the benefit of the sender. If the amount of the liability is insufficient to provide compensation for the damage to the goods the insurance cover will make up the difference between the amount of liability and the damage to the goods. The overall compensation provided by liability and insurance cover is limited to max. 520,- Euro per parcel.
- 11.2 It is possible, at a higher premium, to arrange insurance of up to 13,000,- Euro per parcel, with the amount insured increasing in multiples of 500,- Euro. This option is not available at DPD Parcel Shops or in Online Shipping.
- 11.3 At the sender's discretion the higher insurance can, for shipments within Europe, be arranged for the whole parcel volume, for part of this volume or for individual parcels. This must be arranged when the contract of shipment is concluded or at the latest when the parcels are accepted for shipment. For parcels shipped to countries outside of Europe such higher insurance must be agreed in each case with DPD.
- 11.4 The sender is the only beneficiary of DPD insurance cover in accordance with Section 11. Any claims in accordance with Section 11 cannot be assigned to third parties.
- 11.5 Insurance cover which goes beyond liability in accordance with Section 10 is not available for parcels which are covered by another insurance policy. This also applies to cases in which the cover under the other insurance policy is not sufficient to cover the damage or loss to the goods.

12 Opening, returning, making use of and destroying parcels

- Under the following preconditions DPD has the right to open, return, make use of or destroy parcels.
- 12.1 DPD has the right to open parcels under the following circumstances:
- 12.1.1 To salvage the contents of a damaged parcel;
- 12.1.2 To identify the consignee or sender, if this cannot be established by other means;
- 12.1.3 To eliminate any risks which might be caused to persons or property by a parcel;

- 12.1.4 To check if
- the parcel contains perishable goods;
 - the condition of the goods requires immediate use;
 - the value of the goods does not justify the cost of storing them, if there is an indication that it does;
- 12.1.5 To comply with a statutory regulation or a directive from the authorities.
- 12.2 If obstacles to delivery cannot be overcome DPD has the right to return a parcel to the sender on the following conditions:
- 12.2.1 For shipments within Germany immediately, without first obtaining instructions from the sender;
- 12.2.2 For international shipments without customs clearance: if the sender does not respond within 7 calendar days to a request for further instructions;
- 12.2.3 For international shipments with customs clearance: after 14 calendar days, if clearance is not possible because of lack of instructions and/or other reasons.
- 12.3 If obstacles to delivery cannot be overcome DPD has the right to make use of the goods on the following conditions:
- 12.3.1 If the sender does not respond to a request from DPD for further instructions:
- within 7 calendar days for shipments within Germany;
 - within 7 calendar days for international shipments without customs clearance;
 - within 14 calendar days for international shipments with customs clearance;
- 12.3.2 If DPD is unable to obtain instructions because the sender or consignee cannot be identified. It can be assumed that the sender or consignee is unidentifiable if this proves impossible within 90 calendar days.
- 12.3.3 Without obtaining prior instructions from the sender if
- the goods are perishable;
 - the condition of the goods justifies such action;
 - the value of the goods does not justify the cost of storing them;
 - the goods represent a danger to persons or property;
 - this is required by an official directive.
- 12.4 If the conditions outlined in Section 12.3 apply, DPD will have the right to destroy the goods if it is not possible to make use of them and if their destruction will not conflict with any interests of the sender of which DPD should be aware. Goods are classed as impossible to make use of, if it is impossible to sell them.
- 12.5 The sender is responsible for reimbursing DPD for all costs and expenditure which DPD incurs as a result of opening and/or making use of and/or destroying and/or returning parcels from abroad.

13 Set-off / right of retention

The sender is not entitled to set off his own claims against claims asserted by DPD or to assert any right of retention. This will not apply to claims for which a court judgement has been passed or which DPD has acknowledged as justified.

14 Divergent agreements

Divergent agreements will only be valid if made in writing. This requirement stipulating written form cannot be waived verbally.

15 Place of fulfilment, jurisdiction, unforeseen contingency, applicable law, partial invalidity

- 15.1 The place of fulfilment and of jurisdiction is the location of the particular branch of DPD with which the shipping order is placed.
- 15.2 Any contingencies which are not foreseen by these general terms of business are, on the basis of the applicable legal system, to be covered by whatever provision comes closest in sense and purpose to meeting such a contingency.
- 15.3 The applicable law will be that of the country in which, in accordance with Section 15.1, the place of fulfilment and jurisdiction is located. International shipments will be subject to any provisions of the CMR or the Warsaw Convention/Montreal Convention which apply.
- 15.4 The invalidity of individual provisions of these general terms of business will not prejudice the validity of the remaining provisions.