

General terms of business for the domestic shipment of DPD PARCEL*Letter*s and DPD PARCEL*Letter*s+(*Plus*)

1 Application / contractual relationship

- 1.1 These general terms of business of the DPD Dynamic Parcel Distribution GmbH & Co. KG (DPD) apply to all contracts relating to the shipment of letter consignments under the designation "DPD PARCEL*Letter*" and „DPD PARCEL*Letter*+(*Plus*)“.
- 1.2 The contracting parties are the principal and the DPD system partner who accepts the order to arrange for the shipment of DPD PARCEL*Letter*s or DPD PARCEL*Letter*s+(*Plus*).

2 The DPD PARCEL*Letter* and DPD PARCEL*Letter*+(*Plus*)

- 2.1 DPD PARCEL*Letter*s are letters and similar shipments (e.g. catalogues, printed matter, series communications with similar contents), which are provided with an adequate cover, are protected against the stresses of transport, and are correctly addressed. This also includes shipments which are sent with the goods to which the contents of the communication refers, provided that these have no commercial value, such as samples or specimens of goods.
- 2.2 DPD PARCEL*Letter*s+(*Plus*) are DPD PARCEL*Letter*s as defined by Section 2.1, with the exception that they are only handed to addressees against confirmation of receipt.
- 2.3 DPD PARCEL*Letter*s and DPD PARCEL*Letter*s+(*Plus*) are only transported within Germany.
- 2.4 DPD PARCEL*Letter*s and DPD PARCEL*Letter*s+(*Plus*) must conform to the following weights and dimensions:
 - 2.4.1 Minimum format: DIN A 5
 - 2.4.2 DPD PARCEL*Letter*: format min. A5 (14.8 x 21 cm)
Max. length: 36 cm, max. width: 25 cm, max. height: 5 cm
Weight: above 50 g and up to 1,000 g
 - 2.4.3 DPD PARCEL*Letter*+(*Plus*): max. length: 50 cm, combined circumference* + length: up to 111 cm, weight: above 50 g and up to 1,000 g
(*circumference = 2 x width + 2 x height)
 - 2.4.4 If the weight or dimensions are exceeded, the shipment can be classified as a parcel and charged for correspondingly. It will then be subject to treatment in accordance with the general terms of business for the shipment of parcels.

3 Articles excluded from shipment

- 3.1 The following are excluded from acceptance for shipment as a DPD PARCEL*Letter* or DPD PARCEL*Letter*+(*Plus*):
 - 3.1.1 All shipments which do not meet the specifications as described in Section 2;
 - 3.1.2 Cash, jewellery, valuables, cheques, bills of exchange, credit cards, stamps, securities or similar documents. This also includes shipments whose loss or delayed delivery has the potential to cause consequential damage, such as for example legally binding declarations of intention;
 - 3.1.3 Shipments whose contents, external appearance or shipment are against the law;
 - 3.1.4 Shipments with the potential to cause damage to persons or property, perishable goods, living or dead animals, material for medical or biological examination, medical waste, human remains, body parts or organs;
 - 3.1.5 Hazardous goods;
 - 3.1.6 Firearms as defined by Germany's firearms legislation.
- 3.2 The service provider will be entitled to refuse the continued transport if, after acceptance of the DPD PARCEL*Letter* or DPD PARCEL*Letter*+(*Plus*), he learns of a reason for exclusion, or if there is reason to assume that the DPD PARCEL*Letter* or DPD PARCEL*Letter*+(*Plus*) is excluded from shipment in accordance with Section 3.1. In such cases the service provider has the right, where the situation justifies this and after informing the principal, to dispose of the goods at the principal's expense or to destroy them for purposes of avoiding danger.
- 3.3 The acceptance of shipments excluded under Section 3.1 does not represent a waiver of the exclusion from shipment.
- 3.4 In addition to the legally constituted liability, the principal will be liable for any direct or consequential damage which arises from the shipment of goods which are excluded under Section 3.1.

4 Scope of services

- 4.1 The services cover
 - 4.1.1 Arranging for transport by carriers, together with taking delivery, forwarding, delivery to the addressee and the return of DPD PARCEL*Letter*s or DPD PARCEL*Letter*s+(*Plus*) which are undeliverable. Undeliverable DPD PARCEL*Letter*s and DPD PARCEL*Letter*s+(*Plus*) are those which cannot be delivered because of obstacles to delivery caused by the addressee, or those with P.O.Box addresses;
 - 4.1.2 The delivery of DPD PARCEL*Letter*s by one of the following options:
 - placing in letter box,
 - depositing in a suitable place,
 - handing to the addressee,
 - delivery, with the effect of fulfilling the 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;
 - 4.1.3 The delivery of DPD PARCEL*Letter*s+(*Plus*) is carried out only against confirmation of receipt. If the addressee is not located, a second and if necessary a third attempt at delivery will be made.
- 4.2 If neither delivery nor return is possible because of a faulty address or missing consignor data, the service provider will be entitled to open the shipment in order to ascertain the name and address of the principal or of the consignee. If such an examination is unsuccessful, the contents may be disposed of after an adequate period of time or destroyed earlier, if necessary.

5 Delivery times

Delivery times are not agreed.

6 Payment for services

Where no divergent agreements have been made, payment for services will be in accordance with the service provider's current price list. The prices which are valid on the day the shipment order is placed will apply.

7 Obligation to cooperate

- 7.1 The principal is responsible for ensuring that addresses and transport documentation are free from error and correctly attached. P.O.Box addresses are not accepted.
- 7.2 Before goods are submitted to the service provider for shipment, the principal is responsible for checking if they are goods excluded from shipment as defined in Section 3.1, and informing the service provider accordingly. If there is any doubt the principal should inform the service provider and request a decision by the service provider.

8 Liability

- 8.1 Unless it is a case of deliberate damage or gross negligence, the service provider is liable as follows for DPD PARCEL*Letter*s and DPD PARCEL*Letter*s+(*Plus*):
 - 8.1.1 for loss and damage, but not for any resulting consequential damage.
 - 8.1.2 Liability in accordance with Section 8.1.1 is limited to three times the transport costs for DPD PARCEL*Letter*s and ten times the transport costs for DPD PARCEL*Letter*s+(*Plus*).
- 8.2 Liability in accordance with Section 8.1.1 is excluded for:
 - 8.2.1 failure to meet delivery times;
 - 8.2.2 loss of and damage to DPD PARCEL*Letter*s and DPD PARCEL*Letter*s+(*Plus*), which
 - 8.2.2.1 are excluded from shipment in accordance with Section 3.1, insofar as the principal fails to inform the service provider in accordance with Section 7.2 that the goods are excluded from shipment, and where the service provider has no way of detecting this;
 - 8.2.2.2 are not properly addressed or cannot be delivered for other reasons;
 - 8.2.2.3 damage which is caused by acts or omissions of the principal, the addressee, their respective agents or a third party;
 - 8.2.2.4 damage caused by force majeure. This includes in particular acts of God, strikes, acts of war, official orders, seizure or other interruptions which are due to causes beyond the control of the service provider.
- 8.3 In addition to cases of statutory liability, if he ships goods which are excluded from acceptance in accordance with Section 3.1 the principal is also liable for all expenses, costs or damage which are caused to the property or transport facilities of DPD system partners or to other shipments transported by the DPD, or damage to persons and other costs.

9 Set-off / right of retention

The principal is not entitled to set off his own claims against claims asserted by the service provider, nor is the principal entitled to assert any right of retention. This will not apply to claims for which a court judgement has been passed or which the service provider has acknowledged as justified.

10 Divergent agreements

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

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

- 11.1 The place of fulfilment and of jurisdiction is the location of the particular branch of the service provider's organisation which accepts the order.
- 11.2 Any contingencies which are not foreseen by these general terms of business will be covered by the statutory provisions of the state in which the service provider concerned is located.
- 11.3 The invalidity of individual provisions of these general terms of business will not prejudice the validity of the remaining provisions..