

# GENERAL CONTRACTUAL CONDITIONS PERTAINING TO THE TRANSPORTATION OF PARCELS AND WARENPOST – MERCHANDISE SHIPMENTS (GCC DHL PAKET GK)

## Preamble

**Deutsche Post AG**, Charles-de- Gaulle-Str. 20, 53113 Bonn, as the leading company of DHL Group, shall act on its own behalf as the main freight carrier in the case of Agreements pertaining to the Warenpost – Merchandise shipments and international transportation of parcels in each case including any special services.

In the case of (domestic) transportation of parcels within Germany, Deutsche Post AG shall act on behalf of and on the account of its affiliated company **DHL Paket GmbH**, Sträßchensweg 10, 53113 Bonn.

Deutsche Post AG and DHL Paket GmbH are hereinafter referred to, either individually or collectively, as “**DHL**”.

The client, hereinafter “**Sender**”, is a company within the meaning of section 14 of the German Civil Code (§ 14 BGB). A company within the meaning of section 14 §1 BGB is any natural person or corporate entity, who or which acts in pursuance of his commercial or independent professional activity, when entering the contract. As a **Sender** in the sense of section 407 German Commercial Code (§ 407 HGB), he commissions DHL on its own account with the **domestic and international transportation of parcels** as well as **Warenpost and Warenpost international** merchandise shipments; parcels and Warenpost are also referred to individually and collectively as “shipments”.

## Section 1 Subject Matter of the Agreement and Legal Bases

- 1.1 The subject matter of the Agreement shall constitute terms and conditions for the **national and international transportation of parcels** and the national transportation of Warenpost – Merchandise shipments by DHL. Unless specified otherwise in **Annexes**, in amending Agreements and/or the provisions set out in Section 1.2 of the Agreement, “parcel” or “shipment” is used in all parts of the Agreement to mean an individual package.
- 1.2 Insofar as no other Agreements have been entered into, the rights and obligations of both Parties shall be contingent upon the following **General Terms and Conditions in the version applicable at the time of takeover** of the shipments (§ 2.1) as set out at: [dhl.de/annexes-business-customer-contract](https://www.dhl.de/annexes-business-customer-contract)
- for domestic parcel transport the General Terms and Conditions of DHL PARCEL/ EXPRESS NATIONAL (GT&C PARCEL/EXPRESS NATIONAL)
  - for Warenpost – Merchandise shipments, the General Terms and Conditions of Deutsche Post AG for DOMESTIC MAIL SERVICES (AGB BRIEF NATIONAL)
  - for Warenpost International, the General Terms and Conditions of Deutsche Post AG for MAIL INTERNATIONAL (GT&CS MAIL INTERNATIONAL)
  - for DHL EUROPAKET, the General Terms and Conditions of DHL for DHL EUROPAKET, the General Terms and Conditions of DHL for the Europaket Service (GT&C DHL Europaket)
  - for all other cross-border transport, the General Terms and Conditions of Deutsche Post PAKET INTERNATIONAL (GT&C PARCEL INTERNATIONAL)

as well as pursuant “**Service Specifications DHL Paket**” to be found at [geschaeftskunden.dhl.de](https://www.geschaeftskunden.dhl.de) in Support Center Section “GT&C & Contract Documents”. This shall only apply insofar as no other Agreements are made. The application of deviating terms & conditions of the Sender is excluded.

## Section 2 Services provided by DHL

DHL shall render the following services for the Sender as specified in **Annex 1 (Remuneration)** and at [geschaeftskunden.dhl.de](https://www.geschaeftskunden.dhl.de) in the Support Center Section “GT&C & Contract Documents”. DHL shall notify the Sender of any changes.

- 2.1 **Acceptance** of the prepared shipments either at the Sender’s premises or at DHL retail outlets/agencies/parcel centers (posting). Regular **transportation and delivery** to the intended recipient within the specified transportation period (**normal transit times**). DHL shall not be bound by a specific delivery period or date/time.
- 2.2 DHL is *only* obliged to carry out a **check of the parcels** upon entry to the first parcel center (serving the handover location), the last parcel center (serving the delivery location) and upon delivery to the recipient, in order to assure rapid and cost-effective transportation in the interests of both Parties. For Warenpost – Merchandise shipments such check is carried out only upon delivery to the recipient. In recognizing the implications of § 2.3 of the Agreement, the Sender shall waive further interface checks during the transportation process, particularly any checks carried out upon handover of the shipments to DHL. The checking and documentation of parcels on entry to the first parcel center shall be the sole proof of handover and payment, unless this is not disputed for other reasons, e.g. based on other documentation.
- 2.3 The Sender shall waive the option to complain about the lack of **interface controls** other than those set out in Section 2.2 of the Agreement or to demand any further written documentation on the transportation process from DHL. DHL shall not be obliged to provide written documentation on the transportation process insofar as this goes beyond carrying out the interface checks set out in Section 2.2 of the Agreement in order to comply with the *Einlassungsobliegenheit* (obligation to provide a statement on the transportation process) established in German jurisdiction. This means that the Sender, where he makes a claim for compensation exceeding the normal liability specified in Section 5 of the Agreement, shall bear the burden of proof in accordance with Section 435 HGB (German Commercial Code). DHL reminds the Sender that this waiver may affect any transport insurance taken out by the Sender.
- 2.4 The Sender shall **not be able to derive any legal claim** for future cases from **deviations from the standard process** which, on the Sender’s instructions, lead to additional services from DHL beyond the agreed upon extent. DHL reserves the right to charge the Sender for the costs incurred in implementing the instructions (expenses and reasonable remuneration) pursuant to Section 418, Paragraph 1 of the HGB (German Commercial Code).

### Section 3 Responsibilities of the Sender / Terms and Conditions of Posting

- 3.1 The Sender shall ensure that the posted shipments conform to the terms and conditions stipulated in Section 1.2 of the Agreement and to those of the Annexes. In particular, the shipments may **not** contain any **excluded goods (prohibited goods)**; DHL shall not enter into any transportation Agreement pertaining to such shipments. Liability and insurance for shipments that are posted in violation of these transport terms and conditions shall be excluded.
- 3.2 The Sender may post **hazardous goods** only in domestic parcels and Warenpost – Merchandise shipments– not in international parcels nor in Warenpost international – and only within the framework of the “Regulations on the postal conveyance of dangerous substances and items” (small quantities pursuant to the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR)). For parcels and Warenpost – Merchandise shipments–, part 2 “DHL PAKET and letter-like items national” shall apply. These regulations are an essential part of the contract in their current version at the time of posting and can be viewed at [dhl.de/gefahrutregelungen-en](https://www.dhl.de/gefahrutregelungen-en).
- 3.3 Over and above his statutory obligations and the obligations stipulated in the aforementioned terms and conditions, the Sender shall perform the following preparatory work:
- 3.3.1 Affix to the shipments the **agreed address labels** including the customer code of which he has been notified as part of the ID code, produce and hand over the transportation accompanying data in the proper manner and provide a clear, complete and (following an appropriate check of the street name and postal code) correct recipient address. This shall also include the correct reproduction of the respective product/service combinations, which serve to encrypt dispatch modalities and services pursuant to label and barcode specifications (e.g., for bulky goods according to DHL’s developer portal - [developer.dhl.com](https://developer.dhl.com)).
- 3.3.2 The Sender receives a **range of shipment numbers** from DHL according to the **Annex 3 (number ranges)**. The range of shipment numbers required per year is determined in advance by the Sender vis-à-vis DHL on the basis of his shipment quantity. The Sender will ensure that the shipment numbers are not repeated in a period of less than one year. He will inform DHL immediately as soon as it is foreseeable to him that the number range for the respective year might not be sufficient. Irrespective of the foregoing, the Sender will not hand over another shipment with an identical shipment number to DHL for carriage within one year. In justified exceptional cases, DHL reserves the right to require the sender to immediately deposit a number range corresponding to its shipping needs in its shipping system. DHL draws the Sender’s attention to the fact that in the case of repeated shipment numbers within a year, shipment tracking may be technically limited or impossible.
- 3.3.3 The **barcode** generated and the text information may be transferred to the company’s own customer file and stored there. The Sender shall undertake to **use only the current version** of the postal routing data from the date specified to generate the barcodes and to print out the barcodes with at least quality grade B pursuant to ISO/IEC 15416. The Sender shall use the data that DHL provides for generating barcodes for dispatch preparational purposes solely for sending parcels and Warenpost – Merchandise shipments. Using the data for maintaining addresses (update addresses lists etc.) is expressly forbidden.
- 3.3.4 The Sender shall **notify DHL well in advance** pursuant to Section 5 (3) of DHL’s General Terms and Conditions for Electronic Data Interchange via the agreed electronic interface (EDI) of the shipments to be sent. The specific rights and duties of the parties on the electronic exchange of data shall be governed by the respective current version at the time of data exchange of the “General Terms and Conditions of DHL for the Electronic Data Interchange (EDI-Conditions)”, and the “EDI Specification” (only for customers’ in-house programmers and parcel partners), as set out at the Developer Portal for Post & Paket German at [developer.dhl.com](https://developer.dhl.com).
- 3.3.5 Weigh each parcel on calibrated scales and **record the weight**, rounded up to the nearest 100g, in the carriage documents for the purpose of determining the remuneration; in case Sender omits such documentation DHL is entitled to presume the agreed maximum weight for the parcels concerned and to invoice these accordingly. In case of deviations between the weight declared by the Sender and the actual weight measured by DHL, the post-clearance recovery parcel fee and an expense allowance (collection fee or blanket charge) according to **Annex 1 (Remuneration)** will be charged by DHL. The same applies to Warenpost – Merchandise shipments in case the maximum weight or dimension is exceeded and the respective shipment is still being transported by DHL. When determining the actual weight, DHL uses calibrated scales, rounds up to the nearest 100g and deducts a voluntary tolerance. The amount of the tolerance is to be taken from the respective invoice. If transport and weighing on scales equipped with a conveyor belt is only possible with a conveyor aid, the weight of this conveyor aid is deducted from the determined weighing result at 700 grams (incl. tolerance) (corresponds to Tara). A conveyor aid in this context is a container that allows the transport of the parcel on the conveyor belt of the scale.
- 3.3.6 **Bring the parcels to the agreed loading points** for collection no later than the agreed handover times; load the vehicles within the period agreed for this. Warenpost – Merchandise shipments and Warenpost International must only be provided for collection and loaded in case the collection has been agreed upon.
- 3.3.7 Submit (post) **parcels using the Transportversicherung (Additional Insurance) services** at DHL retail outlets and agencies. Parcels posted with the *Transportversicherung 2.500€* (€2,500 Additional Insurance) service using the collection procedure set out in Section 3.3.6 of the Agreement shall be handed over by the Sender separately and with an individual receipt for each item, in order to ensure that they are recorded accurately and handled correctly. Posting of parcels with *Transportversicherung 25.000 €* (€25,000 Additional Insurance) services using the collection procedure is not permitted. Any dereliction of the Sender’s duty shall lead to an exclusion of liability and insurance for these parcels. This Section 3.3.7 of the Agreement shall not apply to DHL *EUROPAKET* (International).
- 3.3.8 If goods (**electronic devices, e.g., smartphones**) can technically be turned off remotely to make them unusable (kill switch) or at least limit their use or make them difficult to use, the Sender shall immediately apply such a feature in each case of loss in order to comply with its duty to mitigate losses and to achieve a deterrent for future cases. In addition, the Sender shall take all other reasonable measures that facilitate the identification of the goods in case of loss and prevent their misuse or at least hinder their use, e.g., by blocking subscriber identity module (SIM) cards, providing serial numbers or international mobile station equipment identity (IMEI) numbers on mobile devices.
- 3.3.9 The Sender has to insure, that the **outer packaging may not give any indication of the content of the shipment**. It is not permitted to indicate the contents of the shipment on the packaging, for example by means of a product illustration or a conspicuous label. The Sender may only use neutral cardboard boxes and closures. It is permitted that the company name or the logo or brand of the Sender appear on the packaging or adhesive tape.
- 3.4 When sending goods, which - in accordance with the **provisions governing youth protection** - are subject to minimum age verification prior to delivery, the Sender is obliged to select the mode of delivery that in his/her opinion corresponds to the legal requirements. This can be arranged through the use of appropriate DHL delivery services (e.g. verification of the age and/or identity of the recipient).

## Section 4 Remuneration and Invoicing

- 4.1 The Sender shall pay the **prices stipulated in Annex 1 (Remuneration)** for the services performed by DHL. The prices pursuant to the "Prices for Services" (found at [geschaeftskunden.dhl.de](https://geschaeftskunden.dhl.de) Section „Services: Manuals & Regulations: Regulations and GTC) valid at the time of posting shall apply to any services in addition to the transport of shipments. These prices, applicable when the contract is signed, are shown in **Annex 1 (Remuneration)**.
- 4.2 The remuneration specified in **Annex 1 (Remuneration)** shall be predicated upon the **shipment structures** (quantities, weights, volumes, etc.) which are anticipated and specified in the Annex for the individual products/services/special services for any period of twelve months. In the event that the Sender should significantly deviate from such anticipated shipment structure for any period of three months either party may, within one month of the detection of the deviation, request an adjustment of the future remuneration to the actual shipment structure. Any party may also request an **adjustment of the future remuneration** if on the basis of verifiable facts it can be foreseen that the expected shipment structure will change significantly. The Sender is obliged to notify DHL of significant changes in its expected shipment structure.
- 4.3 DHL shall notify the Sender of any **adjustments to prices**. Such adjustments shall be deemed approved in the event that the Sender should fail to lodge an objection against the same within one month of receiving the relevant notification. Otherwise, the agreed prices shall continue to apply. In this case, the Agreement may be terminated by either Party giving notice of four weeks to the end of a month. The Sections 4.2 und 4.4 remain unaffected in their scope of application.
- 4.4 **Events beyond DHL's control** may result in changes to the effective cost of carriage. Such events may include, but are not limited to, the introduction or modification of taxes, fees and levies, state-imposed transport restrictions, price changes in personnel expenditure imposed on DHL under collective Agreements or by law, changes to fuel prices, or changes in statutory liability. Such events include all cases of **Force Majeure** according to Section 9.1. DHL is entitled in such events to adjust its prices at the earliest five (5) working days after such notification explaining the impact on the cost of carriage by DHL to the Sender.
- 4.5 Billing and payment arrangements are set out in **Annex 2 (Billing and payment arrangements)**. Invoice amounts shall be payable without the deduction of cash discounts on the agreed date (time allowed for payment pursuant to **Annex 2 (Billing and payment arrangements)**). DHL may shorten agreed payment terms if there are reasonable doubts about the creditworthiness of the shipper. Furthermore DHL is entitled to provide outstanding transport or services only against advance payment or deposit if, after concluding the Agreement, circumstances come to DHL's attention that may substantially reduce the **creditworthiness** of the Sender and jeopardize the payment of DHL's outstanding receivables by the Sender from individual orders of this or other master Agreements with DHL. Until full payment is made by the Sender, DHL is entitled to exercise its *Leistungsverweigerungsrecht* (right to withhold performance) pursuant to Section 320 of the BGB (German Civil Code).
- 4.6 Unless the parties do not make a different Agreement a **paperless PDF invoice** will be provided within the Post & DHL Business Customer Portal, [geschaeftskunden.dhl.de](https://geschaeftskunden.dhl.de).

## Section 5 Liability and Insurance

- 5.1 Subject to any binding statutory provisions, DHL's **liability and shipper's interest insurance** shall be predicated upon the General Terms and Conditions pursuant to Section 1.2 of the Agreement applying to the relevant service.
- 5.2 In addition to its legal obligations the Sender shall be liable, in particular, pursuant to Section 414 of the *Handelsgesetzbuch* (HGB - German commercial code) as follows: **the sale of parcel postage stamps and/or label to a third party and/or their use by third parties shall not be permitted**. For each case of infringement DHL shall have the right to demand compensation of €10 per parcel postage stamp/label. The Sender shall be entitled to prove that DHL incurred no damage or considerably less damage. DHL shall be entitled to prove greater damage. DHL shall be informed without delay of the theft of parcel postage stamps/label, stating the identity code number(s).
- 5.3 The **settlement of claims in case of loss, damage or the culpable breach** of other contractual duties arising from and in connection with shipments transported exclusively within Germany shall take place only **between the Sender and DHL**. Therefore, the parties agree to the exclusion of corresponding rights of the recipient according to section 421 (1) sentence 2, 3 HGB for these shipments. In the event of a complaint by the recipient, DHL will refer the recipient to contact the Sender and reject the recipient's claims. The Sender is entitled to assign its rights to the recipient for individual shipments. In deviation from section 6.1, the Sender does not require DHL's consent for this.

## Section 6 Assignment, Set-off and Retention Exclusion

- 6.1 The **assignment** on the part of the Sender of any rights deriving from the Agreement and the transfer of the Agreement in its entirety shall require the prior written consent of DHL. DHL shall be entitled to transfer rights and obligations arising from the Agreement to companies affiliated with DHL and to transfer the Agreement in its entirety following notification to the Sender. DHL shall be entitled to assign its claims against the Sender to banking institutions even without such notification; in this case, the accounts receivable management shall remain with DHL: Deviating from Sec. 407 German Civil Code (§ 407 BGB), the Sender shall continue to pay all charges to DHL and all other terms of payment for the Sender shall remain unchanged.
- 6.2 The **offsetting** of counterclaims against or **retention** of a counterclaim vis-à-vis claims on the part of DHL deriving from the Agreement, the individual carriage Agreements or any associated non-contractual claims shall only be permissible insofar as the due counterclaim in question has become *res iudicata*, is finally decided, undisputed, ready for decision or is based on defects on the performance in question.

## Section 7 Term and Termination

- 7.1 The Agreement shall be concluded subject to the below termination options for an unspecified time.
- 7.2 The Agreement may be terminated by either Party **giving notice of four (4) weeks to the end of a month**. In case of changes to services pursuant to Section 2 of the Agreement, the Agreement may be terminated by either Party with effect from the date such changes go into effect.
- 7.3 The right of both Parties to terminate the Agreement **for good cause**, including termination without notice where applicable, shall remain unaffected. Good cause is shown in the case of payment default in spite of a reminder or in the event that one Party negligently breaches a major obligation under the Agreement and, notwithstanding a notice stipulating a reasonable period of time, fails to rectify such breach within such period of time. This shall also include the Sender's continued posting, despite having been warned, of goods that are excluded from transportation or are otherwise non-compliant with DHL's terms and conditions of posting pursuant to Section 3. Good cause is also shown if a court of law or a competent national or international authority rules that the conclusion or performance of the Agreement constitutes a statutory offence.
- 7.4 If, over any 12-month period, fewer than 200 shipments have been handed over to DHL for carriage on the basis of the Agreement, the Agreement shall terminate at the end of that period without further separate notice of termination by either party.

## Section 8 Data Protection, Confidentiality, Information Security

- 8.1 Each Party shall comply with all applicable **data protection, privacy** and similar laws as may be required by applicable law.
- 8.2 The parties shall treat the conclusion and the content of the Agreement, in particular its remuneration conditions, **strictly confidential**. The parties will only use this information for the purpose of the execution of the Agreement and will not pass it on to third parties without the express consent of the respective other party. Affiliated companies of the parties within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG), their employees and subcontractors shall not be regarded as third parties insofar as they require the information to fulfill the Agreement and as they are obliged to keep secrecy accordingly. The transfer of information within the scope of either party's legal obligations, e.g. to competent supervisory or tax authorities, shall remain unaffected.
- 8.3 DHL ensures that it maintains appropriate security measures in line with International Standard Organization ISO 27001/2013. This is DHL's entire obligation regarding the **security of Sender's Information** and DHL's IT-systems in connection with Sender's use of DHL's Services. Sender is responsible for maintaining back-up copies of its Information and protecting its own IT-Systems.
- 8.4 The Sender guarantees that it is entitled on a legal basis (e.g. by consent) to provide DHL with the email address and any other contact data of its customers for the purpose of **informing the recipient** about the respective shipment and to fulfill legal obligations (for example, information to customs authorities). In the event of unauthorized disclosure of personal data by the Sender to DHL, the Sender shall indemnify DHL upon first request against claims asserted by third parties, in particular by recipients, insofar as DHL has processed the data in accordance with the contract. DHL shall also be entitled to obtain information on the Sender's creditworthiness to the extent that is customary in the industry (e.g. from banks, credit bureau, debt collection agency).

## Section 9 Force Majeure

- 9.1 Force majeure is **any external event outside the reasonable control** of either party that cannot be avoided even by exercising the utmost diligence and attention, and the consequences of which cannot be prevented by reasonable means, in particular acts of war, terrorist attacks, civil disturbances, natural disasters, pandemics, epidemics, any information security-related threats including cyber-attacks and industrial action. The situation and possible consequences of force majeure, e.g. closures of national borders, interruptions in global or regional freight traffic and other logistics services, are beyond DHL's sphere of influence whilst causing far-reaching operational and economic consequences for DHL. DHL therefore reserves the right **to change its transport services in whole or in part**, to modify its work process and - under the conditions of Section 4 - the agreed prices or to take other measures to adapt the business operations to the current situation. The foresaid is applied in order to be able to meet the obligations towards all customers under such circumstances to the maximum extent possible. DHL will no longer maintain measures taken once and insofar as the situation of force majeure and its effects have been remedied (including a reasonable startup period).
- 9.2 **DHL is relieved from any liability** arising from or related to the contract if and insofar as the liability was caused by force majeure with DHL not being responsible for the causality underlying the liability otherwise.
- 9.3 If DHL is impeded from fulfilling its obligations modified, changed or adapted in accordance with paragraph 9.1 for more than 30 consecutive days, each party has the right to **terminate the contract without notice**.
- 9.4 Both Parties will use all reasonable endeavors to mitigate the effects of force majeure on the performance of the Agreement. For the avoidance of doubt, a close down of IT systems, sectors or segments thereof due to an information security-related threat or attack shall always be deemed to be a **mitigation action**.

## Section 10 Other Provisions

- 10.1 Any **representation** to the Agreement (e.g. termination, reminder, waiver, notifications including contract amendments pursuant to §§ 2, 4.3, 4.4, 5.2 and 6.1) shall not be valid unless they are submitted in **text form** (Sec. 126b German Civil Code - § 126b BGB). DHL will regularly send such representations via the Post & DHL Business Customer Portal or by Email.
- 10.2 The **invalidity or impracticability** of any individual provisions or any gaps in the provisions shall have no bearing upon the continued existence of the Agreement. Any such invalid provision or gap shall be superseded or filled by a valid provision which most closely equates to the aim and objective of the provision which has ceased to apply or the remaining provisions of the Agreement.
- 10.3 The sole **place of jurisdiction** for any disputes deriving from the Agreement and all individual carriage Agreements within its area of applicability shall be Bonn, Germany. German law shall apply.
- 10.4 DHL, as a company within Deutsche Post DHL Group has developed a "**Code of Conduct**" serving as the service rendering guideline for all entities, regions and employees of the Group. The Code of Conduct is based on international conventions and guidelines such as the Universal Declaration of Human Rights, the conventions of the International Labor Organization (ILO) and the Global Compact of the United Nations. Significant elements include the observance of human rights, equal opportunity, transparency, the abolition of forced and child labor, freedom of association as well as clear positions in the fight against discrimination, bribery and corruption. Visit [dpdhl.com/code-of-conduct](https://dpdhl.com/code-of-conduct) for details.
- 10.5 Insofar as the Sender acts not only in its' own name but also on behalf of its' affiliated companies within the meaning of Sections 15 et seq. of the *Aktiengesetz* (German stock corporation act) and/or franchisees, who operate an analogous business to the Sender with the same cost and shipping structure, the following shall apply:  
The affiliated companies and/or franchisees ("Participants") are listed in **Annex 3 (List of Participants)**. They are entitled to use the services of DHL under the same conditions as the Sender under the Agreement. If the Participants make use of this right, they shall conclude as further Sender within the meaning of § 407 HGB carriage Agreements with DHL in their own name and on own account. Therefore, the Sender agrees to the Agreement also on behalf of and authorized by the Participants and the Sender assures that these Participants shall fulfill their obligations under the requested carriage Agreements at all times.

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