

**AGREEMENT PERTAINING TO THE TRANSPORTATION  
OF PARCELS AND WARENPOST – MERCHANDISE SHIPMENTS  
("Agreement")**

**between**

**Deutsche Post AG**  
Charles-de-Gaulle-Str. 20  
53113 Bonn  
and  
**DHL Paket GmbH**  
Sträßchensweg 10  
53113 Bonn

**Max Mustermann GmbH**  
and Musterallee.,  
12345 Musterstadt

EKP-Nr1234567890

- hereinafter „**DHL**“ -

- hereinafter „**Sender**“ -

**Contractual Conditions**

The enclosed General Contractual Conditions for the transportation of parcels and Warenpost - Merchandise shipments shall apply. **Legal content as of DD.MM.YYY.**

These include the following subjects of regulation:

- Section 1 Subject Matter of the Agreement and Legal Bases
- Section 2 Services provided by DHL
- Section 3 Responsibilities of the Sender / Terms and Conditions of Posting
- Section 4 Remuneration and Invoicing
- Section 5 Liability and Insurance
- Section 6 Assignment, Set-off and Retention Exclusion
- Section 7 Term and Termination
- Section 8 Data Protection, Confidentiality, Information Security
- Section 9 Force Majeure
- Section 10 Other Provisions

In addition, the Parties agree as follows:

**Remuneration and Invoicing**

The prices according to **Annex 1 (Remuneration)** are valid subject to the price revision clauses set out in Sec. 4.2 to 4.4 of the General Contractual Conditions.

For invoicing the **Annex 2 (billing and payment arrangements)** in connection with Sec. 4.5 and 4.6 of the General Contractual Conditions shall apply.

### Confirmation of "Capacity as Sender" (acc. to Sec. 4.3.4. par. 3 UstAE)

All prices are subject to statutory value-added tax where applicable. According to German VAT-Guidelines (Sec. 4.3.4. par. 3 Umsatzsteuer-Anwendungserlass) the VAT-exemption of transportation to countries outside the European Union is only applicable where the transport services are rendered directly to the consignor or the consignee („Versender oder Empfänger“) of the consignments. DHL, when applying the VAT-exemption, must prove by means of documentation – i.e. confirmation of the Sender to be “consignor” or “consignee” in the meaning of the VAT-Guidelines – that the conditions of the VAT-exemption are met. The Sender confirms this by truthfully and completely submitting the "Sender's Confirmation".

The Sender hereby confirms that he places orders with Deutsche Post AG for transport services associated with the export of items in third territories (Non-EU) in the following capacity (**check where applicable if not already provided**):

- Always as the Sender
- Never as the Sender
- As the Sender and also not as the Sender:  
In this situation, for orders placed by the Sender, different billing numbers (customer number + process + subscription) will be used to differentiate between taxable and tax-free at the time of posting.

Sender shall provide DHL with corresponding declarations from its affiliated companies to the extent that they, as Participants within the meaning of § 10.5 of the General Contractual Conditions, call for services under this Agreement in their own name and for their own account. This confirmation will remain valid until other information is provided. As long as DHL has not been supplied with such confirmation, DHL will not treat the aforementioned services as VAT-exempt vis-à-vis the Sender or the respective Participant.

### Start of the Agreement

This Agreement will start with effect from DD.MM.YYYY.

**By signing, the Sender confirms that he/she has provided the above information and has taken note of all the terms and conditions of the Agreement and agrees with their validity.**

\_\_\_\_\_  
place....., date .....

\_\_\_\_\_  
Deutsche Post AG  
on its' own behalf and  
on behalf of DHL Paket GmbH

**X**\_\_\_\_\_  
Sender

\_\_\_\_\_  
place....., date .....

\_\_\_\_\_  
Deutsche Post AG  
on its' own behalf and  
on behalf of DHL Paket GmbH

**X**\_\_\_\_\_  
2. Signature Sender  
(if desired)