

General Terms and Conditions with National Applicability for Austria



All orders are subject to the latest version of the "General Austrian Forwarding Terms" (Allgemeinen Österreichischen Spediteurbedingungen – AÖSp), which can be viewed at the forwarder's premises. As a supplement to these the following terms apply:

1 General information

- 1.1 The customer's contractual partner is the forwarder mentioned in the offer (hereinafter: "forwarder"). These Terms and Conditions apply to all services provided or managed by the forwarder within the DPD franchise system (hereinafter: "DPD").
- 1.2 A parcel for the purposes of these Terms and Conditions is a parcel up to 31.5 kg, which, moreover, does not exceed the dimensions of 3 m (measured circumference + length) and a length of 1.75 m.
- 1.3 In the absence of a special order and express written acceptance by the forwarder, the following are excluded from handling by DPD:
 - 1.3.1 Parcels with inadequate packaging and parcels that do not protect the content sufficiently well from the stresses of automatic sorting systems, various climatic conditions and mechanical handling (minimum diagonal fall height 80 cm);
 - 1.3.2 Goods that cannot be in a different position during transport (e.g. upright transport); markings on parcels added by the sender in connection with this and other general warnings on the parcel (e.g. "Do not tip", "Fragile", etc.) will not be taken into consideration and do not justify any obligation for the forwarder. Excluded are goods with hazardous goods (LQ), see hazardous goods folder;
 - 1.3.3 Goods of special value, in particular precious metals, real jewellery, gemstones, real pearls, antiques, works of art, money, coins, documents, stamps of all kinds and other monetary assets (e.g. credit cards, bank cards and debit cards);
 - 1.3.4 Gift certificates and tickets worth more than EUR 520,- per parcel;
 - 1.3.5 Furs, carpets, clocks, other decorative items and leather goods worth more than EUR 520,- per item;
 - 1.3.6 Parcels with content that could have negative effects on other goods or other property, animals or persons; this also includes hazardous goods subject to special regulations for their transport, handling or storage;
 - 1.3.7 Goods subject to rapid deterioration or decay, as well as live and dead animals; medical or biological samples; medical waste, human or animal remains, body parts or organs;
 - 1.3.8 Parcels with dimensions or weight exceeding those described in paragraph 1.2.
- 1.4 If the customer still hands over parcels that are excluded from acceptance in accordance with paragraph 1.3, he is liable for all possible consequences.
- 1.5 If the forwarder finds out about an exclusion from transport in accordance with paragraph 1.3 after receiving the goods, DPD has the right to refuse further transport.
- 1.6 Acceptance of goods excluded in accordance with paragraph 1.3 does not constitute a waiver of an exclusion of transport.
- 1.7 Shipping orders that include the obligation of collecting freight, value or goods are not accepted. Exceptions require prior written agreement.
- 1.8 The forwarder may make the shipment of the parcel together with parcels of other customers.

2 Shipment Services and Fees

- 2.1 The shipment services of DPD comprise provision of
 - 2.1.1 Pickup, transport, handling, delivery and storage of parcels;

- 2.1.2 Delivery with discharging effect to any person encountered in the office or household of the recipient ready to receive the parcel, unless there is justified doubt of their right to receive the parcel; the identity of this person does not have to be checked (e.g. by means of a personal identification document);
- 2.1.3 Any necessary second delivery;
- 2.1.4 Return shipment of a parcel that was rejected by the recipient or that cannot be delivered.
- 2.2 Alternative delivery
 - 2.2.1 After the first unsuccessful delivery attempt with private recipients, DPD has the right to deliver parcels to a neighbour of the recipient who is ready to receive them, and, if there are none, to the nearest Pickup parcel shop or DPD storage/parcel station.
 - 2.2.2 If delivered to a Pickup parcel shop, the parcel will be held for collection by the recipient for 10 calendar days. If the parcel is not picked up within the above-mentioned period, it will be returned to the sender.
 - 2.2.3 In all cases of alternative delivery, the recipient must be informed about this, specifying the name and address of the neighbour or Pickup parcel shop.
- 2.3 Delivery in accordance with paragraph 2.1.2 is considered done even if the parcel was placed in a location designated by the sender or recipient according to the written permission ("safe place / deposit") of one or the other.
- 2.4 Shipping fees
 - 2.4.1 The fee is invoiced to the customer and is payable immediately.
- 2.5 The competent court according to the offer is the exclusive place of jurisdiction.

3 Special Order Types

- 3.1 Pickup parcel shop delivery
 - 3.1.1 The customer provides DPD with the recipient's e-mail address and/or mobile phone number, as well as the data of the Pickup parcel shop to which delivery is requested on the shipment day by data transmission. DPD informs the recipient by e-mail or SMS of the actual delivery to the agreed Pickup parcel shop. After delivery to a Pickup parcel shop, the parcel will be held for collection by the recipient for 10 calendar days. If the parcel is not picked up within the above-mentioned period, it will be returned to the sender.
 - 3.1.2 In deviation from paragraph 1.2, the following dimensions and weights apply: maximum length up to 100 cm, maximum belt dimensions up to 250 cm and maximum weight up to 20 kg.
 - 3.1.3 Parcels for Pickup parcel shop delivery must be packed in dimensionally stable cartons and be cuboid. Different forms such as rolls or hoops and parcels where parts protrude from the carton are not allowed.
 - 3.1.4 In deviation from paragraph 1.3, parcels with a goods value of more than EUR 265,- are excluded from acceptance.
 - 3.1.5 In deviation from paragraph 5.1, indemnification in the event of damage is limited to a maximum of EUR 265,- per parcel.
 - 3.1.6 In deviation from paragraph 5.5 of these conditions, higher insurance protection cannot be contracted.
- 3.2 DPD Return
 - 3.2.1 The customer provides a return parcel slip to its customers (subsequent senders). The return parcel can be

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dropped off free of charge for the sender in an Austrian Pickup parcel shop. The payment is settled between the customer and the forwarder.

- 3.2.2 In deviation from paragraph 1.2, the following dimensions and weights apply: maximum length up to 100 cm, maximum belt dimensions up to 250 cm and maximum weight up to 20 kg.
- 3.2.3 Parcels for return via the Pickup parcel shop must be packed in dimensionally stable cardboard and be cuboid. Different forms such as rolls or hoops and parcels where parts protrude from the carton are not allowed.
- 3.2.4 In deviation from paragraph 1.3, parcels with a goods value of more than EUR 265,- are excluded from acceptance.
- 3.2.5 In deviation from paragraph 5.1, indemnification in the event of damage is limited to a maximum of EUR 265,- per parcel.
- 3.2.6 In deviation from paragraph 5.5 of these conditions, higher insurance protection cannot be contracted.
- 3.3 Predict
- 3.3.1 The customer provides DPD with the recipient's e-mail address and/or mobile phone number on the date of shipment via data transmission. After informing the recipient about the expected delivery, the recipient has the option of configuring the delivery details or re-scheduling the delivery.
- 3.3.2 DPD informs the recipient about a time window in which the parcel is to be delivered. The actual delivery within the specified time window is not guaranteed and can be affected by traffic and weather conditions.

4 Liability

- 4.1 The forwarder is liable exclusively in the framework of AÖSp for damages and losses caused by him. If damage to the goods is not externally visible or if the forwarder cannot be reasonably expected to be aware of the cause of the damage for any other reason, the customer must prove that the damage was caused by the forwarder.
- 4.2 The forwarder is not liable for damage to goods that are excluded from handling by DPD in accordance with paragraph 1.3 and if the delivery time is exceeded.
- 4.3 If a customer submits parcels (goods) that are excluded from handling by DPD in accordance with paragraph 1.3, the customer shall be liable for any resulting damages even without fault.

5 Insurance

- 5.1 Each parcel is covered by transport and forwarding insurance for the goods value and freight costs, to a maximum of EUR 520,-
- 5.2 The insurance exists in favour of the customer; insurance claims can only be assigned to Austrian recipients or senders.
- 5.3 The insurance premium (insurance value per parcel EUR 520,-) is included in the fee.
- 5.4 The DPD insurance excludes all packages otherwise insured.
- 5.5 A higher insurance cover per parcel of up to EUR 15,000,- can be agreed upon for an additional fee to be borne by the customer. Such a higher insurance must be expressly agreed on conclusion of the shipping contract.

6 Reporting Claims/Limitation/Unidentifiable Parcels

- 6.1 Damages that are externally visible (damages/partial losses) must be claimed immediately after delivery, except for hidden damages that must be claimed immediately after discovery, but at the latest within six calendar days to the forwarder in writing.
- 6.2 All claims against the forwarder expire after six months. The limitation period begins upon handover of the parcel to the recipient, and in case of total loss, upon conclusion of the shipping order.
- 6.3 If a parcel cannot be attributed to any customer, the forwarder will try using the logistics resources available to him to research the customer. If he is unsuccessful, then the unidentifiable parcel will be stored for three months. After expiry of the three-month storage period, the forwarder will acquire ownership of this parcel and will have the right to dispose of it to cover all costs.

7 Final Provisions

- 7.1 The customer's contact in all matters is the forwarder.
- 7.2 If a provision of these Terms and Conditions or the underlying contract is or becomes ineffective, this will not affect the validity of the remaining provisions. The ineffective provision will be replaced automatically by a provision that best achieves the original intended purpose.
- 7.3 Austrian law applies to these conditions and all agreements between the forwarder and the customer.